



City of Rockport

CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, DECEMBER 9, 2025 - 5:00 PM
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, December 9, 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 those 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. 2025 Rockport Citizen University Graduation Certificates (Shelley Goodwin, City Secretary)
2. Proclamation to proclaim December 14, 2025 as the official Centennial of the Aransas County Navigation District (Shelley Goodwin, City Secretary)
3. Proclamation to proclaim December as Pirate Pride Appreciation Month (Shelley Goodwin, City Secretary)

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.

4. Consider the approval of the City Council Minutes for the November 12, 2025, City Council Regular Meeting (Shelley Goodwin, City Secretary)
5. Consider the approval of Resolution 2025-45R authorizing the Mayor to execute a contract/agreement between the City of Rockport and Langford Community Management Services, Inc. for Grant Administration of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date. (Kimberly Henry, Assistant to the City Manager)
6. Consider the approval of Resolution 2025-46R authorizing the Mayor to execute a contract/agreement between the City of Rockport and Anchor QEA, Inc. for Engineering Services of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date. (Kimberly Henry, Assistant to the City Manager)
7. Consider the approval of Resolution 2025-47R, authorizing the Rockport Police Department to apply for and operate an ALERRT Travel Assistance Grant 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. (Nathan Anderson, Police Chief)
8. Consider the approval of Resolution 2025-48R authorizing the Rockport Police Department to apply for and operate a Bullet-Resistant Components for Law Enforcement Vehicles Grant 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. (Nathan Anderson, Police Chief)

9. Consider the approval of Resolution 2025-49R amending Resolution 2025-10R adopting an Updated Personnel Policies Manual; amending Section I Division 4 Compensation and Benefits; and amending Section I Division 11 Post Employment as set forth in Exhibit A attached herein; and providing an effective date. (Kaycee Eddins, HR Manager)
10. Consideration and possible approval of an amendment to the Interlocal Cooperation Agreement with Aransas County and the Aransas County Navigation District (Vanessa Shrauner, City Manager)

VI. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

11. Consider the approval of the first and only reading of Ordinance 1996 authorizing the issuance of approximately \$5,100,000 in principal amount of City of Rockport Texas Tax Note, Series 2025 for (1) Planning, Constructing, Improving and Repairing Streets, Sidewalks, Bridges and Drainage Improvements, together with Right-of-Way acquisition, Traffic and Street Signalization, Landscaping, and Lighting Improvements, (2) Acquiring Equipment and Vehicles for various City departments, including the Public Works and Building & Development Department, (3) Acquiring, Constructing, Improving and Equipping Public Safety Facilities, including Police Department Facilities and Facilities for the Volunteer Fire Department, (4) Acquiring, Constructing, Improving and Equipping Wastewater Treatment Facilities and Parks and Recreational Facilities, (5) Purchasing Real Property, Materials, Supplies, Equipment, Machinery, Buildings, Land, and Right-of-Way for authorized needs and purposes related to the aforementioned capital improvements; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax; and approving and authorizing the execution of a Paying Agent/Registrar Agreement, a Purchase Letter, and all other instruments and procedures related thereto. (Robbie Sorrell, Finance Director)
12. Consider the approval on emergency for Ordinance 1997 amending Code of Ordinances Chapter 102 'Utilities', Article D, 'Water Service', deleting the content of Division 4, 'Drought (:Contingency and Emergency Plan' and replacing said Division 4 contents by referring to and adopting a Comprehensive Drought Contingency Plan as Exhibit A, and as may be modified in the future by ordinance; repealing all other ordinances in conflict therewith; providing for severability; and providing an effective date. (Ryan Picarazzi, Public Works Director)
13. Consider the approval of Resolution 2025-50R authorizing Professional Service Provider selection for Capital Improvement Projects funded and administered through the General Fund for the Fiscal Year 2025/2026 Street Improvements. (Kimberly Henry, Assistant to the City Manager)
14. Request to rezone the property located at 3481 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District) currently zoned R-1 (1st Single Family Dwelling District).
 - i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval on the first of two readings Ordinance 1998 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (Single Family Dwelling District) for property located at 3481 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
15. Request for a Conditional Use Permit (CUP) for property located at 1723 Eighteenth St; also known as S5925 Swickheimer BLK 249 Lot Part Of 118 7.0458 Acres for the purpose of adding one (1)

manufactured home to replace the family home that was lost in the fire.

- i. Presentation by staff
- ii. Presentation by requestor
- iii. Public Hearing to receive comments in favor of or against the request.
- iv. Consider the approval on the first of two readings Ordinance 1999 granting a Conditional Use Permit (CUP) for the purpose of allowing the installation and use as a residential dwelling of one Manufactured Home on property located at 1723 18th Street; also known as Swickheimer Blk 246 Lot Part of 118, being 7.0458 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)

16. Request to rezone the property located at 3525 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to B-1 (General Business District).
 - i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval on the first of two readings of Ordinance 2000 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District); for property located at 3525 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
17. Request to rezone property located at Railroad Reserve property on S Ann St., also known as Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey), R-5 (2nd Multi-Family Dwelling District) to R-2 (2nd Single Family Dwelling District).
 - i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval on the first of two readings of Ordinance 2001 amending the official zoning map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance number 1027 by changing the zoning of land from R-5 (2nd Multi-Family Dwelling District); for property located Railroad Reserve Property on S Ann Street., also known as Railroad Reserve, acres 13.519; Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey), to B-1 (General Business District), repealing all Ordinances in conflict there to R-2 (2nd Single Family Dwelling District); providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
18. Request to rezone the property located at 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12,500 out of a 25.205 Acre Tract, being the N/2 out of a 51.88 Acre Tract, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to R-2 (2nd Single Family Dwelling District).
 - i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval of the first of two readings of Ordinance 2002 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027

by changing the zoning of land from R-1 (1st Single Family Dwelling District) for property located 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12,500 out of a 25.205 Acre Tract, Being The N/2 out of a 51.88 Acre Tract, City of Rockport, Aransas County, Texas, to R-2 (2nd Single Family Dwelling District) repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)

19. Consider the approval on the first of two readings of Ordinance 2003 amending the City's Water Conservation Plan to require formal review and renewal every five years; providing for administration; providing a severability clause; providing for conflicts; and providing an effective date.. (Ryan Picarazzi, Public Works Director)

VII. OTHER ACTION ITEMS AND UPDATES

20. Discussion and direction on a proposal from Freese and Nichols regarding Alternate Water Supply Options (Ryan Picarazzi, Public Works Director)

VIII. CITY MANAGER'S UPDATE

IX. CITY COUNCIL REPORT

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

X. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 1:45 p.m. on December 3, 2025, on the bulletin board at City Hall, 212 N. Live Oak, Rockport, Texas 78382.



Shelley Goodwin, TRMC/MMC
City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: December 9, 2025

CATEGORY: Presentation

CAPTION:

2025 Rockport Citizen University Graduation Certificates

SUMMARY:

Since the first session held on March 20, 2025, the first Citizen University class has experienced meeting each Lead Team member and learning behind the scenes of how municipal government works.

BACKGROUND:

They took a tour of the City Hall and City water/wastewater facilities. They received everything from a show and tell of Police Department equipment and the benefits of creating a Convention and Visitor Bureau.

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff recommends congratulating the first class of the Rockport Citizen University.

STRATEGIC INITIATIVES:

Customer Service and Civic Engagement Presentation

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: November 24, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: December 9, 2025

CATEGORY: Presentation

CAPTION:

Proclamation to proclaim December 14, 2025 as the official Centennial of the Aransas County Navigation District

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Presentation

ATTACHMENTS:

1. Proclamation ACND

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: December 01, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025



Proclamation

WHEREAS, the Aransas County Navigation District has played a vital role in the economy, culture, and development of Aransas County for 100 years; and

WHEREAS, the District was established by the voters of Aransas County on December 7, 1925, and formally created by Order of the Aransas County Commissioners Court on December 14, 1925; and

WHEREAS, Travis Bailey, Charles T. Picton and A.C. Glass were appointed as the first Navigation and Canal Commissioners by an order of the Commissioners Court of Aransas County; and

WHEREAS, the Texas Legislature subsequently changed the name of the District to be the Aransas County Navigation District; and

WHEREAS, over the past century the District has developed and maintained seawalls, breakwaters, marinas, harbors, waterways, parks, public amenities, cultural facilities, and Rockport Beach—strengthening public safety, supporting tourism, and enhancing the quality of life for residents and visitors; and

WHEREAS, the District continues to provide vital environmental, recreational, educational, and economic benefits to Rockport and the surrounding area; and

WHEREAS, the Aransas County Navigation District will celebrate its Centennial with special events throughout 2025 and 2026;

NOW, THEREFORE, BE IT RESOLVED that I, Tim Jayroe, Mayor of the City of Rockport, Texas, proudly proclaim that December 14, 2025, as the official

Centennial of the Aransas County Navigation District

and encourages all residents and visitors to participate in and enjoy the celebrations marking this historic milestone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed on this 9th day of December, 2025.

Tim Jayroe, Mayor



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: December 9, 2025

CATEGORY: Presentation

CAPTION:

Proclamation to proclaim December as Pirate Pride Appreciation Month

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Presentation

ATTACHMENTS:

1. Pirate Pride 2025

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: December 01, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025



Proclamation

WHEREAS, the Rockport-Fulton community is home to exceptional students who display remarkable dedication, discipline, talent, and school spirit throughout the year; and

WHEREAS, the Rockport-Fulton Pirates football team completed an impressive season, demonstrating perseverance, sportsmanship, and a commitment to excellence that united our community in support and pride; and

WHEREAS, the Rockport-Fulton Middle School Cheerleaders showed outstanding spirit and leadership, representing Pirate Nation with enthusiasm and earning 4th place at the USC Competition, along with a bid to Orlando, Florida; and

WHEREAS, four members of the Rockport-Fulton High School Emeralds Dance Team earned the prestigious honor of performing in the Macy's Thanksgiving Day Parade, showcasing their hard work and talent on a national stage and bringing tremendous pride to Rockport-Fulton; and

WHEREAS, the Rockport-Fulton Band elevated every game, event, and performance with exceptional musical talent, discipline, and dedication, contributing greatly to the spirit and energy of Pirate Nation; and

WHEREAS, the accomplishments of these students would not be possible without the unwavering support of parents, families, teachers, coaches, directors, and the loyal fans who fill the stands and cheer on our youth year after year; and

WHEREAS, Pirate Pride continues to shine brightly throughout our schools and our community, reminding us that teamwork, determination, and unity strengthen Rockport-Fulton both on and off the field;

NOW, THEREFORE, I, Timothy Jayroe, Mayor of the City of Rockport, Texas, do hereby proclaim the month of December as:

PIRATE PRIDE APPRECIATION MONTH

in the City of Rockport, and encourage all residents to join us in recognizing these outstanding achievements. Their success and spirit reflect the heart of Pirate Nation, the strength of our community, and the continued accomplishments yet to come as the school year isn't over.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed on this 9th day of December, 2025.

Tim Jayroe, Mayor



**CITY OF ROCKPORT
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 12, 2025 - 5:00 PM
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 via Zoom
Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager
Art Rodriguez, City Attorney via zoom
Nathan Anderson, Police Chief
Ryan Picarazzi, Public Works Director
Robbie Sorrell, Director of Finance
Nannette Eiland, Tourism Manager
Kimberly Henry, Assistant to the City Manager
Bob Argetsinger, Director of IT
Shelley Goodwin, City Secretary

I. CALL TO ORDER AND ROLL CALL

Mayor Jayroe called November 12, 2025, Regular Meeting to order at 5:00 p.m. announced that a quorum had been met.

II. PLEDGE OF ALLEGIANCE

Mayor Jayroe led the Pledge of Allegiance.

III. CITIZENS TO BE HEARD

Councilmember Brundrett read the comments sent by Patrick Kane who was in opposition to hiring a consultant to do the work the city should be able to do in house.

Jeff Hutt spoke in opposition against Resolution 2025-42R designating the Corpus Christi Caller Times as the official newspaper of the City of Rockport.

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Tenure Tuesday

Vanessa Shrauner, City Manager, stated this month there are two Tenure Tuesday recipients; Mike Levine Jr. who has been with Public Works for 5 years and Chrisie Stevens, Court Administrator, who has been with the City 10 years.

2. Presentation for the City of Rockport by Congressman Michael Cloud's Office

Carrie Moore, Field Representative for Congressman Cloud presented the City with a Certificate of Congratulations for being designated the Redfish Capital of Texas

V. SPECIAL PRESENTATION

3. Consider the approval of Resolution 2025-38R accepting the 2024 Annual Comprehensive Financial Report prepared by Armstrong, Vaughn & Associates

Sarah with Armstrong, Vaugh, & Assoc. reviewed the Audit Highlights and stated the City received a clean audit. She also noted they are currently working on 2025 audit.

The City Council discussed the areas of change staff will be making for the 2025 audit. They also thanked the Finance Department for their hard work on getting the audits up to date.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approve Resolution 2025-38R accepting the 2024 Annual Comprehensive Financial Report prepared by Armstrong, Vaughn & Associates The City Council voted by roll call:

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.

4. Presentation by Nick Winkleman with the City of Corpus Christi and Brian Williams from San Patricio, regarding the status of water.

Vanessa Shrauner, City Manager, stated staff asked Mr. Winkleman and Mr. Williams to do a presentation to let the City Council know the status of water.

Peter Zanoni, Corpus Christi City Manager, and Nick Winkleman provided the PowerPoint regarding the demands of water and different water sources.

Brian Williams, San Patricio MWD, provided PowerPoint on future water supply.

The City Council discussed the following items:

- Bringing in eastern water supply
- Impact on the bay with desalination discharge
- Groundwater to subsidize supply
- Ways to reduce water usage

VI. 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.

5. Consider the approval of the City Council Minutes for the following City Council Meetings:
 - i. October 14, 2025 Regular Meeting
 - ii. October 24, 2025 Special Meeting
6. Consider the approval of Rockport Cultural Arts District (RCAD) Heritage Programs Fourth and Final Quarter of Financial Report for Hotel Occupancy Tax (HOT)
7. Consider the approval of the Rockport Cultural Arts District Mural Fest Fourth and Final Quarter of Financial Report for Hotel Occupancy Tax (HOT)
8. Consider the approval of Rockport Center for the Arts Fourth and Final Quarter Financial Report for Hotel Occupancy Tax (HOT)
9. Consider the approval of Rockport Conference Center (The ROCC) Fourth and Final Quarter of Financial Report for Hotel Occupancy Tax (HOT)
10. Consider the approval of Rockport Little Theater Fourth and Final Quarter Financial Report for Hotel Occupancy Tax (HOT)
11. Consider the approval of Friends of Fulton Mansion Fourth and Final Quarter of Financial Report for Hotel Occupancy Tax (HOT)
12. Consider the approval of Rockport Cultural Arts District Smithsonian Museum on Main Street Crossroads Exhibit Fourth and Final Quarter of Financial Report for Hotel Occupancy Tax (HOT)
13. Consider the approval of the Texas Maritime Museum Fourth and Final Quarter Financial Report for the operation Hotel Occupancy Tax (HOT)
14. Consider the approval of the Texas Maritime Wine Fest Fourth and Final Quarter Financial Report of the Hotel Occupancy Tax (HOT)
15. Consider the approval of Resolution 2025-39R approving the selection of Anchor QEA as Consulting Engineer and Langford Community Management as Grant Administrator for the General Land Office Texas Coastal Management Program (CMP) Grant Cycle 31; and declaring an effective date
16. Consider the approval of Resolution 2025-40R authorizing the City Manager to execute a Multiple Use Agreement between the City of Rockport and Texas Department of Transportation (TxDOT) for the placement of a 50' Flagpole in the TxDOT Right-of-Way near the intersection of Business S.H. 35 and Broadway Street and providing an effective date.

17. Consider the approval of Resolution 2025-41R ratifying the approved allocation of Hotel Occupancy Tax Funds and designating the Hotel Occupancy Tax Grant Recipients for Fiscal Year 2025-2025; and providing an effective date

18. Consider an update on the CIP Projects—Vehicle & Equipment (V&E) Scheduled Replacement Purchases as part of the FY 2025-26 Budget

19. Consider the approval of Equipment Purchase for Insta-Valve insertion equipment from Hydra-Stop

Mayor Pro Tem Hattman request Agenda Item 10 be pulled to be addressed separately.

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman, to approve Consent Agenda Items 5-9, 11-19, and postpone Agenda Item 10 until a review can be conducted. The City Council voted by roll call:

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.

VII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

20. Consider the approval of Resolution 2025-42R designating the Corpus Christi Caller Times as the official newspaper of the City of Rockport, pursuant to the Texas Local Government Code, Section 52.004 and providing an effective date as January 1, 2026

Shelley Goodwin, City Secretary, reported that several recent changes have created the need for the City to evaluate options for publishing required legal notices. She provided an overview of the following factors:

- Recent legislative changes affecting posting requirements
- The Rockport Pilot's transition to South Texas News, now publishing only once a week
- The Rockport Pilot's relocation to Beeville and the resulting changes in notice submission deadlines
- Statutorily required publishing deadlines that must be met

She noted that because the Rockport Pilot is no longer located in Rockport, state law allows the City to designate an official newspaper. After further review, Staff is recommending that the Corpus Christi Caller-Times be designated as the City's official newspaper for required notices. She added that staff will continue to utilize the Pilot for other types of publications as appropriate.

The City Council discussed the following:

- Cost
- Effective date
- Other ways to get the notices out to the residents

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman, to approve Resolution 2025-42R designating the Corpus Christi Caller Times as the official newspaper of the City of Rockport, pursuant to the Texas Local Government Code, Section 52.004 and providing an effective date as January 1, 2026. The City Council voted by roll call:

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.

21. Consider the approval of Resolution 2025-43R authorizing the City Manager to negotiate and execute a contract between the City of Rockport and Willdan for a follow-up Water and Wastewater Rate Study in consideration of going into Stage 3 Water Restrictions and incurring such restrictive costs from San Patricio Municipal Water District subsequent to the first Willdan Water and Wastewater Rate Study presented to Council August 13, 2024

Robbie Sorrell, Finance Director, stated in August, 2024 Willdan presented a comprehensive five-year Water and Sewer Rate Study and Cost of Service Fee Study. The increase in water costs assumed an annual increase (per attached snippet) of 5.2%. Given entering Stage 3 water restrictions, San Patricio MUD increase water costs almost 8% on 1.1.25 and will increase them again 7% on 1.1.26. Rockport did not pass through the 1.1.25 date 8% increase to customers, absorbing the 3% hit to gross margins.

Vanessa Shrauner, City Manager, stated she feels a new study is needed and she would prefer to have a professional do the study to avoid any legal issues.

The City Council discussed the following:

- The recent increases
- Stage 3 Water Restrictions
- Look at pool permits and other restrictions

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangel, to approve Resolution 2025-43R authorizing the City Manager to negotiate and execute a contract between the City of Rockport and Willdan for a follow-up Water and Wastewater Rate Study in consideration of going into Stage 3 Water Restrictions and incurring such restrictive costs from San Patricio Municipal Water District subsequent to the first Willdan Water and Wastewater Rate Study presented to Council August 13, 2024. The City Council voted by roll call:

- 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.

VIII. OTHER ACTION ITEMS AND UPDATES

22. Consider the approval of a request for a 10' abandoned alleyway adjacent to Lots 13-16 Doughty and Manning Subdivision

Vanessa Shrauner, City Manager, stated she had met with the requester several times and noted this request is different from most requests for abandonment property. She noted the City has no issue with this request; there is no value for the property, and the requestor has a well located in the alleyway.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel, to approve the request for a 10' abandoned alleyway adjacent to Lots 13-16 Doughty and Manning Subdivision. The City Council voted by roll call:

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.

IX. CITY MANAGER'S UPDATE

Vanessa Shrauner, City Manager, reported on the new look of the Police Cruisers. She also noted the December 9, 2025, City Council meeting she and the City Secretary will be in a class so they will zoom into the meeting.

X. CITY COUNCIL REPORT

Councilmember Rangel reported on the following:

- Habor Hunt Event
- TML Conference
- Christmas in the District Events and encouraged everyone to come

Councilmember Anderson reported on the Halloween Festival and thanked everyone who was involved in putting on the event. He also noted that this weekend is the Airshow and encouraged everyone to attend.

Councilmember Brundrett reported on the TML Conference and cities are having similar issues and how they are addressing them. He also noted that Rockport lost a great citizen, Mr. Overturf and encouraged everyone to keep his family in their prayers.

Mayor Pro Tem Hartman reported that Warbirds will begin on Friday and end Sunday, she encouraged everyone to come out.

Mayor Jayroe reported on the Veterans Day Ceremony.

Mayor Jayroe moved up Agenda Item 24.

24. Consideration and possible approval of Resolution 2025- R for the acceptance of the Office of Community Policing Service Grant, administered by the U.S.

Department of Justice, COPS Hiring Program and authorizing the mayor to act as the executive officer and authorized representative in all matters pertaining to the participation in this grant program.

Nathan Anderson, Police Chief, stated the Office of Community Oriented Policing Services grant (COPS) is to advance public safety through community policing by providing funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase the community policing capacity and crime prevention efforts. This is a cost-sharing or matching funds program that will increase the number of full-time law enforcement officers to allow our agency to engage in additional community policing activities. Resolution 2025-21R was previously approved by council in May of 2025 to apply for this grant.

The City Council discussed the following:

- Current vacancies
- Matching Grant options
- Stager hiring and phasing in officers

Motion: Upon a motion made by Councilmember Anderson and a second by Councilmember Brundrett, to approve Resolution 2025- R for the acceptance of the Office of Community Policing Service Grant, administered by the U.S. Department of Justice, COPS Hiring Program and authorizing the mayor to act as the executive officer and authorized representative in all matters pertaining to the participation in this grant program. The City Council voted by roll call:

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.

XI. EXECUTIVE SESSION

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

Note 3: Texas Government Code § 551.074, Personnel Matters

23. Discussion to deliberate the appointees' annual performance evaluation process and duties (City Manager, Municipal Judge, and City Secretary)3. (Shelley Goodwin, City Secretary)

Mayor Jayroe announced that the City Council will leave the Regular Meeting into Executive Session at 7:14 p.m.

Mayor Jayroe announced that the City Council will go out of Executive Session and into the Regular Meeting at 7:30 p.m.

XII. BUSINESS ITEM

The City Council did not take any action.

XIII. ADJOURN

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to adjourn the November 12, 2025 City Council Regular Meeting at 7:30 p.m..

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/MMC
City Secretary



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-45R authorizing the Mayor to execute a contract/agreement between the City of Rockport and Langford Community Management Services, Inc. for Grant Administration of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date.

SUMMARY:

Regarding the Tule Lake Wetlands Enhancement and Stormwater Retrofit project, Resolution 2025-39R authorized City staff to move forward with the previously procured engineer and grant administrator for the CMP Grant Cycle 31, eliminating the need to repeat the RFQ and RFP processes since the Scope of Work and applicable grant regulations remain the same from Cycle 30. This Resolution approves the contract with Langford Community Management Services, Inc. and authorizes the Mayor to sign the contract for an amount not to exceed \$264,000.

BACKGROUND:

FUNDING SOURCE:

100% GLO-CMP Cycle 31 Grant Program

FUNDING IMPACT:

Zero Matching Funds

STAFF RECOMMENDATION:

Staff Recommends approval of Resolution 2025 - R?? of the City Council of the City of Rockport, Texas, authorizing the Mayor to execute a contract/agreement between the City of Rockport and Langford Community Management Services, Inc. for Grant Administration of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date.

STRATEGIC INITIATIVES:

CIP Resolution

ATTACHMENTS:

1. Res - Tule - Grant Admin Contract

2. LCMS_Rockport_GOMESA_Contract

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT/AGREEMENT BETWEEN THE CITY OF ROCKPORT AND LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. FOR GRANT ADMINISTRATION OF THE TEXAS GENERAL LAND OFFICE, TEXAS COASTAL MANAGEMENT PROGRAM (CMP) GRANT CYCLE 31; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rockport, Texas (“City”) recognizes the need to enter into a contract/agreement with Langford Community Management Services, Inc. for the purpose of Grant Administration of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and

WHEREAS, the City Council of the City of Rockport finds it in the best interest of the City and its citizens to authorize such contract/agreement; and

WHEREAS, sufficient funds have been appropriated in the Texas General Land Office, Texas CMP Grant Cycle 31 to cover the cost of said contract/agreement; and

WHEREAS, the Mayor, acting on behalf of the City, is authorized to negotiate and execute documents necessary to carry out the intent of this Resolution.

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

SECTION 1. That the City Council hereby authorizes the Mayor to execute a contract/agreement with Langford Community Management Services, Inc. for the purpose of Grant Administration in an amount not to exceed \$264,000, substantially in the form attached hereto as *Exhibit “A.”*

SECTION 2. That the City Manager and staff are authorized to take all actions necessary to implement the terms of this contract/agreement.

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

PASSED AND APPROVED this 9th day of December, **2025.**

CITY OF ROCKPORT, TEXAS

Tim Jayroe

Mayor

ATTEST:

Shelley Goodwin, TRMC, MMC
City Secretary

**CONTRACT BETWEEN THE CITY OF ROCKPORT
AND
LANGFORD COMMUNITY MANAGEMENT SERVICES
FOR
GLO GOMESA GRANT ADMINISTRATION SERVICES**

The City and the Contractor enter into the following Contract for grant administration services.

This Contract is between Langford Community Management Services Inc. (LCMS) having offices at 9017 W. Hwy. 29, Suite 206, Liberty Hill, Texas 78642 and the City of Rockport ("City"), a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1. TERM OF CONTRACT

The Contract will be in effect for an initial term of sixty (60) months from the Effective Date, subject to the approval of the Contractor and the City or their designee. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

2. COMPENSATION

- 3.** This Contract is a professional services agreement with a total fixed fee of \$264,000.00 for all services described herein. Any additional services beyond the defined scope shall require a written amendment to this Contract, mutually agreed upon by both parties.

4. SCOPE OF SERVICES

The Contractor shall perform all professional grant management and administration services for the City in connection with the GLO GOMESA (Gulf of Mexico Energy Security Act) Grant Program, for a total fixed fee of \$264,000.00 for the duration of this Contract.

Upon receipt of written notice to proceed from the City, the Contractor shall commence services and carry out all work necessary to ensure full compliance with GLO GOMESA program requirements, including all related reporting and program management activities.

Contractor Responsibilities

The Contractor shall assist City departments with all aspects of GLO GOMESA grant administration, including but not limited to:

Providing qualified personnel with training and experience appropriate to the services performed.

Establishing and maintaining recordkeeping systems compliant with GLO GOMESA requirements.

Developing and refining policies, procedures, and controls for application, reporting, compliance, and financial tracking.

Providing technical expertise in environmental review and procurement.

Facilitating interdepartmental coordination and communication for multi-departmental projects when necessary.

Coordinating with other service providers (engineer, environmental consultant, contractor, subcontractor, GLO, etc.) to ensure efficient project delivery.

Ensuring that funding is processed, administered, and reported in accordance with GLO GOMESA requirements through the preparation of all Request for Payments (RFP's) on a monthly basis, sent to City for signatures and uploaded into GLO for payment.

If required, LCMS will be the Labor Standards Officer and provide all necessary actions required of this role including, construction payroll review, completion of all DBA and other federal requirements.

Serving as the City's liaison to the GLO and other state and federal agencies as applicable.

Preparing and submitting quarterly performance reports, drawdown requests, and closeout documentation.

Monitoring and assisting in the resolution of audit findings.

Ensuring fraud prevention and reporting practices are implemented and maintained.

Grant Development

5. The Contractor shall assist the City in establishing project priorities, preparing grant amendments, and developing necessary supporting documentation.
6. The Contractor shall provide briefings, presentations, and updates to City staff and elected officials on grant progress and opportunities, either in person or virtually, as requested.

Reporting and Deliverables

The Contractor shall:

Provide timely project status updates and communications.

Submit all work products for City review and approval prior to finalization.

Recognize that all data and deliverables developed under this Contract are the property of the City of Rockport.

Submit periodic progress reports, at least monthly when work continues beyond three months, detailing accomplishments, upcoming tasks, and any issues or delays.

Contractor Responsibilities

The Contractor shall:

Be responsible for the accuracy and quality of all work performed and promptly correct any deficiencies at no additional cost to the City.

Respond promptly and professionally to City personnel regarding project matters.

Notify the City of any schedule changes, delays, or anticipated issues.

Assist with procurement and public hearing requirements as necessary for program implementation.

Perform all services in accordance with applicable federal, state, and local regulations and in the best interest of the City.

5. STANDARD OF CARE

All of Consultant's services hereunder shall be performed within generally accepted standards of professional care in the same locality and under similar circumstances and in compliance with all applicable laws, regulations, codes and other requirements. Consultant will obtain all required permits and licenses and complete any certifications in order to perform its Services under this Agreement at Consultant's expense and Consultant will pay for all taxes, charges, or fees associated with the performance of Consultant's services.

6. PAYMENT

Firm Fixed Price:

Payments will be based on a Firm Fixed Price. LCMS will be paid within sixty (60) days after City receives invoice from LCMS.

Invoices shall be submitted to Accounts Payable at the email address provided by the City. All invoices must reference this Agreement Number, and segregate invoiced amounts by line item including current and cumulative amounts. LCMS's invoice shall be in a format that meets the City's requirements.

7. DELAYS

If the time allotted for completion of LCMS's services is exceeded through no fault of consultant, additional fee and/or time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to City within forty-eight (48) hours of consultant's discovery of the delay. LCMS will provide such additional supporting data as City may require in a timely manner.

8. INSTRUMENTS OF SERVICE

All work product produced under this Agreement ("Instruments of Service") will be in a form and format acceptable to the City. Where applicable, LCMS shall have a documented Quality Assurance / Quality Control (QA/QC) program that provides for checking and reviewing of its services for accuracy and correctness. Upon request, LCMS shall provide City with a copy of LCMS's QA/QC program and/or project quality management plan. Prior to final submission to City, LCMS shall check and review Instruments of Service for accuracy and correctness according to its project quality management plan. Nothing in this paragraph shall in any way limit LCMS' responsibility or liability for any errors or omissions in its or its Instruments of Service.

9. SUSPENSION/TERMINATION

This Agreement may be terminated with or without cause upon thirty (30) day written notice of either party. If this Agreement is suspended or terminated because of no fault of LCMS, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to the City.

10. RECORD RETENTION

LCMS will retain all records pertaining to its services for at least seven (7) years or the records retention period required by the GLO GOMESA program and the City, whichever is longer, following the completion or termination of LCMS's service under this Agreement.

11. INSURANCE

LCMS will procure and maintain insurance. Coverage must be placed with an insurance carrier rated not less than A(-) VII by A.M. Best. Otherwise, at a minimum, unless otherwise agreed upon in writing, LCMS will procure and maintain the following types and amounts of insurance for the duration of the Project:

- Workers' compensation insurance as required by law, including USL&H / Jones Act coverage if applicable, \$1,000,000 of employer's liability insurance
- Commercial general liability insurance of \$1,000,000 per occurrence and aggregate for bodily injury, property damage, personal and advertising injury and completed operations
- Automobile liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired, owned and non-owned vehicles
- Professional liability insurance in the amount of \$1,000,000 per claim and aggregate. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities

Certificates of Insurance

Certificates of Insurance, satisfactory to City, will be furnished to City before any services are performed. LCMS will provide for written notice to City prior to cancellation of any of the required insurance policies before the expiration date

thereof. All certificates of insurance must be kept in force throughout the duration of the services. If any of LCMS's or its sub-consultant's coverage is renewed at any time prior to completion of the services, LCMS shall be responsible for obtaining updated insurance certificates for itself and such sub-consultant from the respective insurance carriers and forwarding the replacement certificates to City within five (5) days of the expiration date of any previously delivered certificate.

12. INDEMNIFICATION

1. To the fullest extent permitted by law, LCMS will indemnify, defend and hold the City, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions or infringement of intellectual property rights, or breach of this Agreement by LCMS, its agents, employees, subconsultants, or suppliers.
2. To the fullest extent permitted by law, LCMS explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold the City, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of claims or law suits brought by LCMS' employees or any of its subconsultants' employees for bodily injuries or death sustained while performing services hereunder.

13. CONFIDENTIALITY

Subconsultant will not disclose any confidential or proprietary information of City as identified in writing unless authorized by City to do so. LCMS' employees, officers, agents, subconsultants and suppliers will also be bound to this same obligation. In addition, Subconsultant will not release any information to third parties or make any public statements about Projects without City's express written consent.

14. ENTIRE AGREEMENT

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

LANGFORD COMMUNITY MANAGEMENT SERVICES	CITY OF ROCKPORT
Printed Name of Authorized Person _____	Printed Name of Authorized Person _____

Signature _____	Signature _____
Title: President/Owner	Title: City Manager
Date: _____	Date: _____

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION Langford Community Management Services	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR

AWARD NUMBER AND/OR PROJECT NAME

Langford Community Management Services

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Judy Langford, President

SIGNATURE

DATE

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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SUBCONSULTANT AGREEMENT

ATTACHMENT C

SCOPE OF WORK

CONTRACTOR CAPABILITIES:

The Contractor will assist City departments with GLO GOMESA grant administration, including the following:

- Services shall be provided by people with training and/or experience in expertise requested under this contract.
- Establish and maintain record keeping systems compliant with GLO GOMESA requirements.
- Research, identification, and analysis of GLO GOMESA funding opportunities including eligible activities and projects.
- Analysis of cost benefits, matching contributions, competitive scales, and project eligibility.
- Determining if program eligibility requirements match City department capabilities.
- Review and develop appropriate policies, procedures, and controls for application, reporting, compliance, tracking, and financial administration processes of GLO GOMESA funding programs which ensures consistent City-wide administration.
- Provide technical expertise in determining grant compliance requirements including environmental reviews, procurement, and labor standards as applicable.
- Provide technical assistance and training in writing, preparation, and administration/management of GLO GOMESA grants and other funding programs.
- Review and advise on items the City submits for grant applications.
- Perform grant application writing and submission to the Texas General Land Office.
- Facilitation, interdepartmental coordination, and communication for multi-departmental projects.
- Coordinate, as necessary, between recipient and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor, and GLO to effectuate the services requested.
- Ensuring funding is processed and administered in a timely manner and according to GLO GOMESA requirements.
- Grant liaison services to the Texas General Land Office and other state and federal agencies as applicable.
- Serve as the general grant monitoring liaison with GLO and other parties.
- Prepare and submit quarterly performance reports and drawdown requests.
- Assist with monitoring and resolving audit findings.
- Ensure that fraud prevention and abuse practices are in place and being implemented.
- Report suspected fraud to the City's point of contact.
- Program reporting, compliance, and preparation and submission of all close-out documents.

GRANT DEVELOPMENT:

The Contractor shall, when necessary:

- Assist the City in establishing grant priorities and developing appropriate individual task orders to be issued for City approval.
- Provide an estimated number of Contractor hours to the City for review in relation to a particular task order.
- Assist in preparation of grant amendments and supporting documents including but not limited to amendments and modifications.
- Be able to provide in-person or online presentations to City staff and Council members regarding grant opportunities, progress, etc.

LABOR STANDARDS DUTIES (AS REQUIRED):

- Act as the City's Labor Standards Officer (LSO). The officer is expected to review labor costs charged by a vendor/contractor ensuring they meet all federal compliance requirements.
- Monitor compliance with all relevant labor standards regulations.
- Maintain document files to support compliance.

REPORT AND DELIVERABLES REQUIREMENTS:

This Contractor shall:

- Provide timely project status updates.
- Provide the City with semi-regular communication regarding applicable grant opportunities.
- Understand and agree that all work performed by the Contractor under this Contract shall be submitted to appropriate city personnel for review and approval.
- Understand and agree that data collected as a result of original research is the property of the City of Rockport.
- For tasks lasting more than three months, the Contractor may be required to submit a progress report detailing the work performed to date, the work for the next period, and identification of any problems, concerns, or anticipated delays. This report may be submitted at least monthly and may be required more frequently at the request of the department.

CONTRACTOR RESPONSIBILITIES:

The Contractor shall:

- Be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation.
- Reply promptly and efficiently to City personnel working on grant projects or requesting grant consulting services.
- Notify the City designated personnel of anticipated schedules as well as any delays.
- Perform the tasks listed under "Service Requirements" with accuracy and in the best interest of the City.
- Assist with procurement as necessary for program implementation.
- Assist in public hearings as required.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CENTRAL INSURANCE AGENCY INC 65812318 PO BOX 15427 AUSTIN TX 78761	CONTACT NAME:	
	PHONE (512) 451-6551 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Lloyd's Insurance Company	
INSURED LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. 9017 W. Hwy 29 Liberty Hill TX 778642	NAIC# 38253	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			65 SBA NN6521	01/09/2025	01/09/2026	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			65 SBA NN6521	01/09/2025	01/09/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒ AUTOS	☐						
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE	
	DED	RETENTION \$					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	Y/N				PER STATUTE	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/ A				E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBA NN6521	01/09/2025	01/09/2026	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
9017 W. Hwy 29
Liberty Hill TX 78642

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of April 5, 2022.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (2) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.	
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	(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the [recipient] in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted	2 CFR 200 APPENDIX II (D)

	Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II I
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the	2 CFR 200 APPENDIX II (H)

	governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement. ⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. ⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,	

	if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:	2 CFR 200.216

	a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1) (2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;	2 CFR 200.321

	(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG MIT-MOD funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-46R authorizing the Mayor to execute a contract/agreement between the City of Rockport and Anchor QEA, Inc. for Engineering Services of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date.

SUMMARY:

Regarding the Tule Lake Wetlands Enhancement and Stormwater Retrofit project, Resolution 2025-39R authorized City staff to move forward with the previously procured engineer and grant administrator for the CMP Grant Cycle 31, eliminating the need to repeat the RFQ and RFP processes since the Scope of Work and applicable grant regulations remain the same from Cycle 30. This Resolution approves the contract with Anchor QEA, Inc. and authorizes the Mayor to sign the contract for an amount not to exceed \$416,000.

BACKGROUND:

FUNDING SOURCE:

100% GLO-CMP Cycle 31 Grant Program

FUNDING IMPACT:

Zero Matching Funds

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2025 - R?? of the City Council of the City of Rockport, Texas, authorizing the Mayor to execute a contract/agreement between the City of Rockport and Anchor QEA, Inc. for Engineering Services of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and providing for an effective date.

STRATEGIC INITIATIVES:

CIPResolution

ATTACHMENTS:

1. Res - Tule - Engineering Contract
2. Anchor QEA Service Agreement Attachment Package

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT/AGREEMENT BETWEEN THE CITY OF ROCKPORT AND ANCHOR QEA, INC. FOR ENGINEERING SERVICES OF THE TEXAS GENERAL LAND OFFICE, TEXAS COASTAL MANAGEMENT PROGRAM (CMP) GRANT CYCLE 31; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rockport, Texas (“City”) recognizes the need to enter into a contract/agreement with Anchor QEA, Inc. for the purpose of Engineering Services of the Texas General Land Office, Texas Coastal Management Program (CMP) Grant Cycle 31; and

WHEREAS, the City Council of the City of Rockport finds it in the best interest of the City and its citizens to authorize such contract/agreement; and

WHEREAS, sufficient funds have been appropriated in the Texas General Land Office, Texas CMP Grant Cycle 31 to cover the cost of said contract/agreement; and

WHEREAS, the Mayor, acting on behalf of the City, is authorized to negotiate and execute documents necessary to carry out the intent of this Resolution.

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

SECTION 1. That the City Council hereby authorizes the Mayor to execute a contract/agreement with Anchor QEA, Inc. for the purpose of Engineering Services in an amount not to exceed \$416,000, substantially in the form attached hereto as *Exhibit “A.”*

SECTION 2. That the City Manager and staff are authorized to take all actions necessary to implement the terms of this contract/agreement.

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

PASSED AND APPROVED this 9th day of December, 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe

Mayor

ATTEST:

Shelley Goodwin, TRMC, MMC
City Secretary



STANDARD SERVICE AGREEMENT

This AGREEMENT is made on the full execution date indicated on the signature page by and between Anchor QEA, Inc. a Washington Corporation, and affiliated companies, herein referred to as "Anchor QEA," and City of Rockport, Texas, a home-rule municipality, 2751 SH 35 Bypass, Rockport, Texas 78382, USA, hereinafter called "CLIENT."

This AGREEMENT is to perform consulting services for the Tule Lake Wetlands Enhancement and Stormwater Retrofit project.

This AGREEMENT incorporates General Land Office Coastal Management Program (GLO CMP) requirements and aligns language with current executive orders (EO 14151, EO 14173, and EO 14192) to ensure compliance with federal and state contracting policies.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing and Payment

Anchor QEA will be paid an amount not to exceed \$416,000. Payments will be made upon presentation of monthly invoices issued to the CLIENT for payment, representing the value of the Scope of Services completed to date. Payment is due within 60 calendar days from the date of the invoice. Any unpaid invoice shall accrue interest at the maximum rate permitted by law. If the CLIENT disputes any invoice or charge, they must notify Anchor QEA in writing within ten (10) business days of receipt of the disputed invoice, and both parties shall work in good faith to resolve the dispute within thirty (30) calendar days. Any undisputed portion remains due and payable within the original payment terms. Final payment will be made upon completion of the Scope of Services, receipt of all deliverables, and all project-related documents required under this AGREEMENT.

B. Financial Adjustment and Overpayment Allocation

In the event of any overpayment, Anchor QEA reserves the right to offset such amounts against any future payments due from the CLIENT. This right extends beyond the specific agreement or project to any outstanding obligations the CLIENT may have with Anchor QEA.

The rates set forth in the attached Billing Rates (Attachment 2) are subject to an annual increase of 4% on the anniversary of the Effective Date each year during the term of this AGREEMENT.

C. Payment Default and Remedies

If the CLIENT fails to make payment within the specified timeframe, Anchor QEA may at its sole discretion:

- Impose late fees at the maximum rate permitted by law.
- Suspend ongoing services until full payment is received.
- Terminate this AGREEMENT for non-payment.
- Pursue legal action to recover outstanding balances, with CLIENT responsible for reasonable collection and legal costs.

D. Outstanding Payment Resolutions and Lien Rights

Anchor QEA reserves the right to:

- Engage a collection agency or initiate legal proceedings to recover unpaid amounts, including reasonable attorneys' fees and court costs.
- Place a lien on the CLIENT's assets, including project deliverables and real property, in accordance with applicable lien laws.

E. Legal Compliance and Subpoena Cost Reimbursement

In the event that Anchor QEA is required to respond to a subpoena, deposition, or other legal request related to the CLIENT's project, the CLIENT shall reimburse Anchor QEA for all reasonable costs incurred, including attorneys' fees, employee time, and other related expenses.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Scope of Work

Anchor QEA shall perform the agreed-upon Scope of Services in Attachment 1. The parties agree that Anchor QEA's scope of work is limited to the services expressly outlined in the Scope of Services. Any services not included in the attached Scope of Services document are expressly excluded.

B. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

C. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this AGREEMENT. Anchor QEA will bind all Lower Tier Subconsultants to the provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

D. Standard of Care

In providing services under this AGREEMENT, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the community.

Anchor QEA warrants that the services will meet the agreed-upon specifications and Standard of Care but MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. Notice of Delay

The time schedule for the performance of services as set forth under this AGREEMENT is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the

CLIENT within five (5) days of the time Anchor QEA is aware of the delay. The CLIENT will not penalize Anchor QEA, whether financially or otherwise, for any delays beyond its control. Anchor QEA will be entitled to a reasonable extension of time to perform its scope of work under the AGREEMENT for delays beyond its control.

F. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

1. Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability insurance as follows:

\$1,000,000	each accident
\$1,000,000	each employee
\$1,000,000	disease aggregate

2. Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with a \$1,000,000 combined single limit.
3. Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
4. Professional liability insurance of \$1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days' notice of any cancellation of the policies or 10 days' notice for cancellation due to non-payment of premiums. CLIENT shall require all other consultants to have similar or greater coverages and limits.

Anchor QEA shall name the City of Rockport, the Texas General Land Office, and the State of Texas as additional insureds on all required liability policies and provide proof before work begins.

G. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA's liability for the CLIENT's damages and legal costs to Anchor QEA's fees for the services provided under this AGREEMENT.

ADDITIONALLY, IN NO EVENT SHALL ANCHOR QEA BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSS OR DAMAGE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, UNDER OR WITH RESPECT TO THIS AGREEMENT OR FROM ANY FAILURE OR PERFORMANCE RELATED THERETO, REGARDLESS OF CAUSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

H. Indemnification

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, negligent errors, or negligent omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

I. Consequential Damages

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Permits, Licenses, and Fees

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

K. Access to Records

Anchor QEA will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 5 years after the final invoice to the extent required to verify the costs incurred hereunder. Records, if requested, shall be accessible to the GLO, State Auditor's Office, Comptroller General and authorized representatives for audit and review.

L. Ownership

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT upon full payment of all balances due. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated or agreed to in writing by Anchor QEA under this AGREEMENT.

M. Equal Employment Opportunity

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state, and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA with respect to itself and any of its subconsultants, vendors, and suppliers to ensure compliance with such laws. All federal, state, and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age,

religion, national origin, disability, or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees, and take all other action that may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules, and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business, and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

Anchor QEA shall include in every subcontract the Equal Opportunity clause found in 41 CFR §60-1.4(b) and comply with Executive Order 11246, as amended by Executive Order 11375.

N. Marketing Rights

CLIENT grants Anchor QEA permission to use non-confidential project information, including but not limited to designs, photographs, and outcomes, in marketing materials such as brochures, websites, and social media. Anchor QEA shall ensure that any such use respects the confidentiality obligations outlined in this AGREEMENT.

O. Attribution and Credit

Anchor QEA reserves the right to attribute project work to itself in promotional materials, including but not limited to case studies, press releases, and other public communications. CLIENT agrees that such attributions will not require additional approval unless explicitly requested in writing prior to project completion.

P. Ownership and Data Rights

All data, reports, and deliverables produced under this Agreement are the property of the City of Rockport and the State of Texas (through the GLO). Anchor QEA retains no proprietary rights unless expressly approved in writing. Anchor QEA shall retain a copy of all files.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B. Force Majeure

Neither party to this AGREEMENT will be liable for any failure or delay in performing its obligations under this AGREEMENT (except for payment obligations) due to events beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to, natural disasters (such as floods, fires, earthquakes, pandemics, or epidemics), explosions, wars, acts of terrorism, riots or civil unrest, government actions or orders, embargoes, blockades, national or regional emergencies, labor strikes or slowdowns, and shortages of power, materials, or transportation.

C. Authorization to Proceed

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction

The laws of the State of Texas shall govern the validity, interpretation, performance, and enforcement of this AGREEMENT, as well as any claims related thereto. The venue for any legal action, mediation, or arbitration shall be in Harris County, Texas.

F. Disputes

In the event of any dispute arising out of or relating to this AGREEMENT, the parties agree to first submit the matter to non-binding mediation under the then-prevailing rules of the American Arbitration Association (AAA) for construction industry disputes. If the dispute is not resolved through mediation, it shall proceed to binding arbitration in accordance with the AAA's Construction Industry Arbitration Rules. Mediation or arbitration shall be conducted by a mediator or arbitrator skilled in construction law. The arbitration shall be conducted in Aransas County, Texas. The parties further agree that the AAA shall determine the arbitrability of any dispute in accordance with its rules. In any such proceeding, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

G. Severability and Survival

If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision. The parties agree that the remaining provisions shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included in this AGREEMENT.

To the fullest extent permitted by law, the parties further agree to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and economic effect of the invalidated provision.

All obligations, rights, warranties, indemnities, confidentiality obligations, and any provisions that by their nature should survive, including but not limited to those relating to **payment, liability limitations, dispute resolution, intellectual property, and indemnification**, shall remain in effect beyond the termination, expiration, or completion of services under this AGREEMENT, regardless of the reason for termination.

Any attempt by either party to challenge or negate the enforceability of this section shall constitute a material breach of this AGREEMENT.

H. Term and Termination

This AGREEMENT begins on the Effective Date and continues until the services are completed.

Either party may terminate this AGREEMENT immediately by written notice if the other party:

1. Materially breaches this AGREEMENT and fails to cure the breach within 15 calendar days after receiving written notice;
2. Becomes insolvent or unable to pay its debts when due;
3. Files for bankruptcy or becomes subject to involuntary bankruptcy not dismissed within 30 days;

4. Is dissolved or liquidated;
5. Makes a general assignment for the benefit of creditors; or
6. Has a receiver, trustee, or similar agent appointed over a substantial portion of its assets.

7. Termination for Convenience

The Client or GLO may terminate this Agreement, in whole or in part, for convenience at any time by providing written notice. Payment shall be made only for allowable costs incurred up to the effective termination date.

In the event the Services are canceled, suspended, or otherwise terminated for reasons not caused by the ANCHOR QEA, the CLIENT shall compensate the ANCHOR QEA for all services performed up to the date of termination and for all reasonable costs incurred as a result of such termination. These costs include, but are not limited to, demobilization, reassignment of personnel, subcontractor and vendor termination costs, and any other nonrecoverable expenses directly related to the Project. Payment shall be made in accordance with the rates and terms set forth in this Agreement.

8. Remedies for Noncompliance

If Anchor QEA fails to comply with this Agreement, the Client or GLO may impose additional conditions, suspend payments, or terminate the Agreement under 2 CFR §200.339–§200.341. prior to taking any such action, the CLIENT or GLO shall provide written notice to ANCHOR QEA describing the specific noncompliance and allow a reasonable opportunity to cure the deficiency. ANCHOR QEA shall not be held liable for delays or nonperformance caused by circumstances beyond its control, including actions or omissions by the CLIENT, the GLO, or other third parties. In the event of termination, ANCHOR QEA shall be compensated for all work performed and allowable costs incurred up to the effective date of termination.

I. Complete Agreement

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

J. Confidentiality

All business records disclosed by one party ("Disclosing Party") to the other ("Receiving Party") in connection with this AGREEMENT shall be deemed confidential, unless CLIENT is required by Texas Government Code Chapter 552 to disclose such records. In the event CLIENT receives such a request, notice to Anchor QEA will be provided to allow Anchor QEA to assert any claims for exemption from disclosure. Business records include, but are not limited to, financial records, contracts, reports, and proprietary methodologies related to the performance of services under this AGREEMENT.

The Receiving Party shall:

- Maintain the confidentiality of these business records and not disclose them to any third party without the Disclosing Party's prior written consent, except as required by law.
- Use the business records solely for purposes of fulfilling its obligations under this AGREEMENT.
- Return or destroy all business records upon termination or expiration of this AGREEMENT or upon written request by the Disclosing Party.

These obligations shall survive the termination or completion of this AGREEMENT.

K. Change Order

If additional work beyond the original scope or schedule is required, Anchor QEA will submit Change Order Requests for approval. The CLIENT agrees to compensate Anchor QEA for any such additional work at the agreed-upon rates. Anchor QEA is not obligated to perform work related to unapproved Change Order Requests. Change Order Request approvals must be timely and in writing. The CLIENT's failure to timely approve a change order in writing relieves Anchor QEA from performing the Change Order Request's work. Anchor QEA will not be held liable for delay damages as a result of the CLIENT's failure to timely approve a Change Order Request. Failure to tender payment to Anchor QEA for performances rendered under an approved Change Order Request shall be considered a material breach of this AGREEMENT.

L. Attachments and Schedules

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Scope and Budget

Attachment 2: Billing Rates

Attachment 3: Article 4 – Federal and State Compliance Provisions

This AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA

Accepted for City of Rockport

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1: Scope and Budget

Engineering/Surveying Services for Tule Lake Wetlands Enhancement and Stormwater Retrofit

City of Rockport

1. Project Understanding

This scope of work presents the scope and estimated budget for bid and construction oversight services for construction of the Tule Lake Wetlands Enhancement and Stormwater Retrofit project.

Tasks that require environmental and engineering construction support include the following:

- Draft and finalize bid documents.
- Support the contractor solicitation process, including answering questions and bid selection.
- Oversee construction.
- Perform post-construction long-term vegetation monitoring.

The Texas General Land Office Project of Special Merit (PSM) grant is expected to be awarded in or around April 2026. It is expected to have a maximum time frame of 3 years.

This scope of work describes the specific services expected and includes flexibility to adapt to changed circumstances.

2. Scope of Services and Deliverables

Task 1: Project Management

Task 1 includes the following:

- Developing project timelines and milestones
- Attending one kickoff meeting with the project team to discuss the project schedule and timeline, critical paths, and other technical and administrative logistics
- Preparing invoices and reviewing and updating subtask budgets and schedules (up to 36 months)
- Participating in project status phone calls with the City of Rockport (City) and appropriate team members as needed (up to 16 1-hour calls, in addition to calls needed for subsequent tasks)
- Responding to project communications (e.g., correspondence and phone calls) outside the project status phone calls (up to 24 hours)

Deliverables

- Monthly progress reports and invoices
- Meeting minutes, if any

Task 2: Bid Support

The bid support task includes the following:

- Updating the 100% design to “Issued for Bid”
- Assisting the City with preparation of bid documents
- Assisting the City with the bidding process, including the following:
 - Assisting with bid advertisement development
 - Managing the distribution of contract documents to plan holders
 - Scheduling, planning, and attending a pre-bid meeting
 - Responding to request for information (RFI) questions
 - Drafting bid addenda, if any
 - Assisting the City in evaluating bids and proposals and providing bid results summary and our recommendations for award
 - Assisting with Notice of Award and Notice to Proceed

Deliverables

- Draft and final bid documents
- Draft and final RFI responses
- Draft and final addenda, if any
- Bid tabulation and recommendation of award

Task 3: Construction Oversight

Construction is expected to take 10 months, including site preparation and planting.

Subtask 3.1: Construction Management

The Construction Management task includes the following:

- Performing general project administration and management (e.g., invoices, budget, schedules, and correspondence with the City and contractor)
- Performing project manager progress site visits (up to 10 visits, including final walkthrough and other meetings as necessary)
- Attending one pre-construction conference and helping the City prepare and distribute meeting minutes
- Participating in construction update calls (up to twenty 1-hour calls, expected to be weekly for 2 months; the frequency may be reduced to every 2 weeks for the remainder of the project)
- Reviewing submittals, requests for information, design modifications, shop drawings, surveys, and as-built drawings
- Checking surveys and volume calculations
- Checking planting approach

- Reviewing and providing recommendations for contractor pay applications, supplemental agreements, and change orders prior to submission to the City

Subtask 3.2: Construction Inspection

Construction Inspection tasks include the following:

- Daily on-site construction monitoring for one inspector for up to 16 hours per week for the project duration
- Providing quality assurance and monitoring contractor quality control of each design element in compliance with the design intent and construction schedule
- Maintaining active and regular communications with the City throughout the project by using technical progress reports, tracking schedule progress, and identifying potential complications
- Monitoring and communicating project milestones such that they are met and that the contractor(s) adheres to the established schedule
- Assisting with contractor invoices and change orders prior to submission to the City

Deliverables

- Meeting agendas and minutes
- Inspection reports

Task 4: Long-Term Vegetation Monitoring

The contractor will be responsible for monitoring the initial success of the vegetation planting (e.g., 60 days). Subsequently, the contractor will be released from the project, and Anchor QEA will perform long-term vegetation monitoring in compliance with permit requirements.

Subtask 4.1: Vegetation Monitoring

Because the permit is not yet final, the monitoring requirements are unknown. For this scope, it is assumed that Anchor QEA will perform three vegetation monitoring at approximately 6, 12, and 18 months post-planting. This schedule may be modified to best capture the growing season, depending on the time of year when planting occurs. These monitoring events will document percent coverage of target species and invasives, as well as other information required by the permit. The surveys will be based on transects and observation points using quadrat methods. The deliverables will be a concise report of findings, including quadrat data (e.g., coverage, species, and invasives), photographic documentation, and any other notable observations (e.g., evidence of wildlife, recruited vegetation species versus planted species, erosion, and accretion).

Deliverables

- Three monitoring reports

3. Assumptions

- The City will hire a grant administrator to manage the PSM grant.
- Construction will take 10 months, including site preparation and planting.

4. Budget

The budget for this scope of work is \$416,000.

5. Schedule

The project schedule is expected to take 36 months, as follows:

- Task 1 will occur throughout the duration of the project.
- Task 2 will be complete 7 months from notice to proceed.
- Task 3 will be complete 10 months following completion of Task 2.
- Task 4 will be complete 19 months following completion of Task 3.

Attachment 2: Billing Rates

Anchor QEA

2025 BILLING RATES

Professional Level Hourly Rates

Principal.....	\$337
Senior Manager.....	\$306
Manager.....	\$284
Senior Staff.....	\$254
Staff 3.....	\$221
Staff 2.....	\$199
Staff 1.....	\$168
Senior CAD ¹ Designer.....	\$173
CAD Designer.....	\$146
Senior Field Technician	\$154
Technician	\$140
Senior Technical Editor.....	\$172
Technical Editor.....	\$147
Senior Project Coordinator.....	\$164
Project Coordinator	\$135

Special Hourly Rates

National expert consultant.....	\$561
All work by a testifying expert.....	1.5 times professional level rate
Expert Advisor.....	\$431

EXPENSE BILLING RATES

Expense Rates

Technology Fee (of billed labor).....	5%
Mileage (per mile)	Current federal standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

¹ CAD: Computer-Aided Design

Attachment 3:
Article 4 – Federal and State Compliance
Provisions

Article 4 – Federal and State Compliance Provisions

4.1 Compliance with Federal and State Laws

Anchor QEA shall comply with all applicable Federal and State laws, regulations, executive orders, and policies governing projects funded under the Texas General Land Office (GLO) Coastal Management Program (CMP), including but not limited to: 2 CFR Part 200 (Uniform Administrative Requirements), 31 CFR Part 205, Executive Orders 11246 and 11375, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, the Energy Policy and Conservation Act, the Byrd Anti-Lobbying Amendment, 2 CFR Part 180 (Debarment and Suspension), and 41 CFR §60-1.4(b) (EEO and Affirmative Action).

4.2 Public Information Act

Anchor QEA acknowledges that this Agreement and all deliverables are subject to the Texas Public Information Act (Texas Government Code Chapter 552). Contractor shall cooperate fully with the Client and GLO in responding to requests.

4.3 Coastal Management Program Consistency

All work performed under this Agreement shall be consistent with the goals and policies of the Texas Coastal Management Program, codified at 31 TAC Chapters 501–506. Anchor QEA shall provide all information necessary to demonstrate compliance.

4.4 Debarment and Suspension Certification

Anchor QEA certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, or declared ineligible for federally assisted transactions. A completed Certification Regarding Debarment and Suspension form shall be attached as Exhibit A.

4.5 Anti-Lobbying Certification

Anchor QEA certifies that no federally appropriated funds have been or will be used to influence any officer or employee of an agency, member of Congress, or employee of Congress. Form SF-LLL (Disclosure of Lobbying Activities) shall be attached as Exhibit B.

4.6 Clean Air and Water Compliance

For contracts exceeding \$150,000, Anchor QEA agrees to comply with all standards and regulations issued under the Clean Air Act and Clean Water Act, reporting violations to the GLO and EPA Regional Office.

4.7 Conflict of Interest

Anchor QEA certifies that no officer, employee, or agent of the Client or GLO has a financial interest in this Agreement, consistent with Texas Government Code §2261.252. See Exhibit C.

4.8 SAM Registration and UEI

Anchor QEA shall maintain active registration in SAM.gov and provide a current Unique Entity Identifier (UEI) prior to payment. See Exhibit D.

Exhibits

Exhibit A: Certification Regarding Debarment and Suspension

Exhibit B: Certification Regarding Lobbying (Form SF-LLL)

Exhibit C: Conflict of Interest and Nepotism Disclosure Form

Exhibit D: Active Registration in SAM.gov

Attachment 3 Exhibit A: Certification Regarding Debarment and Suspension

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.585.

Last updated: 05/20/24

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
23075463	BRI Supply Inc 9332 N. 95 th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years
13840598299	Cobra Food Service, LLC 9000 Heartwood Drive Fort Worth, TX 76244	May 20, 2024	2 Years 3 Months

Attachment 3 Exhibit B:
Certification Regarding Lobbying
(Form SF-LLL)

Certification Regarding Lobbying

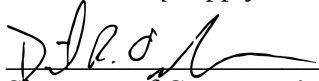
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Anchor QEA, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dan Opdyke, Principal

Printed Name and Title of Contractor's Authorized Official

October 29, 2025

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

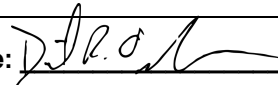
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 2. Identify the status of the covered Federal action.
 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
-

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Dan Opdyke</u> Title: <u>Principal</u> Telephone No.: <u>(512) 306-3705</u> Date: <u>October 29, 2025</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Attachment 3 Exhibit C: Conflict of Interest and Nepotism Disclosure Form

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Anchor QEA, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

October 29, 2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit D:

Active Registration in SAM.gov



ANCHOR QEA, INC.

Unique Entity ID Q4MMLN228687	CAGE / NCAGE 1MVG4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 21, 2026	
Physical Address 1201 3RD AVE STE 2600 Seattle, Washington 98101-3027 United States	Mailing Address 1201 3RD AVE STE 2600 Seattle, Washington 98101-3029 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 07	State / Country of Incorporation Washington / United States	URL http://www.anchorqea.com

Registration Dates

Activation Date Apr 23, 2025	Submission Date Apr 21, 2025	Initial Registration Date Nov 5, 2001
--	--	---

Entity Dates

Entity Start Date Sep 5, 1997	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Oct 29, 2025 08:03:40 PM GMT
<https://sam.gov/entity/Q4MMLN228687/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1MVG4

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****86

Lock Box Number

(blank)

Financial Institution

CIBC BANK USA

Account Number

*****89

Automated Clearing House

Phone (U.S.)

2062879130

Email

ARACH@AnchorQEA.com

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

ANCHOR QEA, Inc.

1201 Third Avenue

Suite 2600

Seattle, Washington 98101

United States

Taxpayer Information

EIN

*****1322

Type of Tax

Applicable Federal Tax

Taxpayer Name

ANCHOR QEA LLC

Tax Year (Most Recent Tax Year)

2022

Name/Title of Individual Executing Consent

Cfo

TIN Consent Date

Apr 21, 2025

Address

1201 3RD AVE STE 2600

Seattle, Washington 98101

Signature

Michael Landry

Points of Contact

Accounts Receivable POC



Steve Struck, Controller

sstruck@anchorqea.com

Oct 29, 2025 08:03:40 PM GMT

https://sam.gov/entity/Q4MMLN228687/coreData?status=null

2062879130

Electronic Business

	1201 3RD AVE.
Steve Struck, Controller	Suite 2600
sstruck@anchorqea.com	Seattle, Washington 98101
2062879130	United States
TOM WANG	1201 3RD AVE.
twang@anchorqea.com	Suite 2600
2062879130	Seattle, Washington 98101
	United States

Government Business

	1201 3RD AVE.
BETSY YANASAK	Suite 2600
byanasak@anchorqea.com	Seattle, Washington 98101
2069033345	United States
Josh Burnan	130 Battery Street
jburnam@anchorqea.com	Suite 400
4153615150	San Francisco, California 94111
	United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237990	Other Heavy And Civil Engineering Construction
	488390	Other Support Activities For Water Transportation
	541320	Landscape Architectural Services
	541620	Environmental Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	562910	Remediation Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$136,000,000.00	541

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
----------------	---------

(blank)	(blank)
---------	---------

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



AGENDA MEMO

DEPARTMENT: Police

TO: Mayor and City Council

FROM: Nathan Anderson, Police Chief

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-47R, authorizing the Rockport Police Department to apply for and operate an ALERRT Travel Assistance Grant 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.

SUMMARY:

The ALERRT Travel Assistance grant supports offsetting agency-incurred travel costs for sending peace officers to Advanced Law Enforcement Rapid Response Training (ALERRT) training.

BACKGROUND:

Four Rockport Police Officers will be attending the ALERRT Level I Recertification Course, Train-the-Trainer in January 2026. This grant will offset the cost of this training.

FUNDING SOURCE:

The original funding was from the Training and Travel budget of the Rockport Police Department. This is a reimbursement grant which will offset the costs incurred from this training.

FUNDING IMPACT:

Once reimbursed, there will be no impact on the budget.

STAFF RECOMMENDATION:

Staff recommends the approval of this grant.

STRATEGIC INITIATIVES:

Travel assistance for peace officers ALERRT training. Resolution

ATTACHMENTS:

1. ALERRT Travel Assistance Grant Resolution
2. eGrants - Project Summary FY2026
3. Alerrt training reservations

APPROVAL/REVIEW:

Nathan Anderson, Police Chief

Date: December 01, 2025

Shelley Goodwin, City Secretary

Date: December 01, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO APPLY FOR AND OPERATE THE ALERRT TRAVEL ASSISTANCE GRANT ADMINISTERED BY THE OFFICE OF THE GOVERNOR FOR FY 2025: 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 ALERRT Travel Assistance grant supports offsetting agency-incurred travel costs for sending peace officers to Advanced Law Enforcement Rapid Response Training (ALERRT) training; and

WHEREAS, the City of Rockport finds it is in the best interest of our citizens that the City of Rockport participate in the ALERRT Travel Assistance grant program; and

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

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

Section 1. That a ALERRT Travel Assistance grant 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 ALERRT Travel Assistance grant. 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

[Print This Page](#)

Agency Name: Rockport, City of
Grant/App: 5608302 **Start Date:** 4/1/2026 **End Date:** 6/30/2026

Project Title: ALERRT Travel Assistance
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460020005001

Application Eligibility Certify:

Created on:10/20/2025 10:52:23 AM By:Meredith Yarnall

Profile Information

Applicant Agency Name: Rockport, City of
Project Title: ALERRT Travel Assistance
Division or Unit to Administer the Project: Rockport Police Department
Address Line 1: 714 E Concho Street
Address Line 2:
City/State/Zip: Rockport Texas 78382-4118
Start Date: 4/1/2026
End Date: 6/30/2026

Regional Council of Governments(COG) within the Project's Impact Area: Coastal Bend Council of Governments

Headquarter County: Aransas

Counties within Project's Impact Area: Aransas

Grant Officials:

Authorized Official

Name: Tim Jayroe
Email: mayor@cityofrockport.com
Address 1: 714 East Concho Street
Address 1:
City: Rockport , Texas 78382
Phone: 361-729-2213 Other Phone: 361-729-1111
Fax: 361-729-3461
Title: Mr.
Salutation: Mayor
Position: Mayor

Financial Official

Name: Robbie Sorrell
Email: rsorrell@rockporttx.gov
Address 1: 2751 SH 35 Bypass
Address 1:
City: Rockport, Texas 78382
Phone: 361-729-2213 Other Phone: 512-554-6953
Fax: 361-729-5966
Title: Mr.
Salutation: Mr.
Position: Finance Director

Project Director

Name: Nathan Anderson
Email: nanderson@cityofrockport.com

Address 1: 714 E Concho St

Address 1:

City: Rockport, Texas 78374

Phone: 361-790-1100 Other Phone: 806-239-4022

Fax: 361-729-3461

Title: Mr.

Salutation: Chief

Position: Chief of Police

Grant Writer

Name: Meredith Yarnall

Email: nyarnall@cityofrockport.com

Address 1: 714 E Concho

Address 1:

City: Rockport, Texas 78382

Phone: 361-790-1101 Other Phone:

Fax: 361-729-3461

Title: Ms.

Salutation: Ms.

Position: Administrative Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460020005001

Unique Entity Identifier (UEI): D33QE53A2V54

Narrative Information

Introduction

The ALERRT Travel Assistance Grant Program offsets agency-incurred travel costs for sending peace officers to Advanced Law Enforcement Rapid Response Training (ALERRT) training.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

To offset agency-incurred travel expenses/costs for sending 4 certified peace officers to Advanced Law Enforcement Rapid Response Training (ALERRT)

Problem Statement :

To properly train and equip multiple officers at one time for this advanced ALERRT training is difficult and costly to an agency and requires coordination of all departments to ensure patrol schedules are still met.

Supporting Data :

Rising threats and the need for increase officer training have stretched local training budgets thin. The offset of the costs incurred sending 4 officers to this advanced train-the trainer course will allow us to maximize our officers and further train our entire department in the future.

Project Approach & Activities:

These 4 officers will now be able to provide instructional techniques and deliver safety protocols to other department members. The attendance at this course prepares the officers for open-air active shooter encounters.

Capacity & Capabilities:

27 sworn peace officers and 16 marked fully equipped patrol vehicles. These 4 officers are experienced in tactical and firearms training and will be able to utilize their training to deliver the advanced ALERRT training upon course completion.

Performance Management :

The goal is to provide the most current and relevant training to our entire department that further ensures the safety of each of them and the community. Success for the project will be measured in the number of officers provided with the knowledge that these 4 officers acquire at the advanced ALERRT training.

Target Group :

All sworn personnel and other local law enforcement agencies as needed.

Evidence-Based Practices:

Living in a tourist destination, the increase risk of a potential Rapid Response incident is ever increasing. Further, the increasing threats and potential Rapid Response incidents at education facilities has not diminished. Equipping our officers with the response training to combat ambushes, medical emergencies, and armed aggressor will only further strengthen our community and our team techniques when presented with a crisis response situation.

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Training, Professional Development, or Technical Assistance Provided	100.00	Train and equip 4 officers with the skills and tactics to respond to a critical response incident. Further allowing these officers the capabilities to instruct and train other department personnel in the same manner.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Technical assistance: Organizations provided	1
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	4

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

1197328

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

409127

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

2/23/2025

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	8hours of overtime for four officers/#1 (8hrs @ \$54.78=\$438.24) #2 (8hrs @\$43.86=\$350.88) #3 (8hrs @ \$49.64=\$397.08) #4 (8hrs @\$52.10=\$417.12) for a total of \$1186.20	\$1,186.20	\$0.00	\$0.00	\$0.00	\$1,186.20	100
Travel and Training	In-State Incidentals and/or Mileage (Training)	ALERRT Level I Train-the-Trainer course. Located in New Caney, Texas, on January 4-9, for four attendees. Zero-cost registration. Lodging in the amount of \$360.112 per night for five nights, per single room, for a total of \$1800.56. Per Diem for four attendees for six days in the amount of \$374 per officer. Day 1 \$51, Day 2-5 \$68 per day, Day 6 travel home \$51. \$374 per attendee	\$3,296.56	\$0.00	\$0.00	\$0.00	\$3,296.56	0

		(x4=\$1496). Zero mileage request						
--	--	--------------------------------------	--	--	--	--	--	--

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$1,186.20	\$0.00	\$0.00	\$0.00	\$1,186.20
Travel and Training	\$3,296.56	\$0.00	\$0.00	\$0.00	\$3,296.56

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$4,482.76	\$0.00	\$0.00	\$0.00	\$4,482.76

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

You are logged in as **User Name:** nathananderson

Level I Train-The-Trainer

STAGE: REGISTRATION PRE-TEST

Screen
REVIEW PRE TEST

Your status: Approved

Test Score

Pre test Score	90	Post test Score	--	Teach back Score	--
Range Score	--	Scenario Score	--	Final Score	--

Course Details

Course	Level I Train-the-Trainer
Dates	Mon Jan 05 - 09 (2026)
Location	Montgomery County Reality Based Training Center, 20350 FM-1485, New Caney, TX, 77357
Hosting Agency	Montgomery County Sheriff's Office - RBTC
Point of Contact	Ashlie Wilson (ashlie.wilson@mctx.org / 9364446714)

Description

Active Shooter Level I Train-the-Trainer

Class Size: 24, from multiple agencies

Prerequisite: Licensed law enforcement officer; active or retired (preferred: experience in tactical, firearms, and/or law enforcement training)

Required Equipment: Good attitude, open mind, pen and paper, duty gear, body armor, groin protection, and appropriate clothing for "force-on-force" training (i.e. long sleeve shirt, gloves, etc.) Head, eye, and throat protection will be provided by ALERRT. A laptop or tablet is strongly suggested for reviewing course materials in preparation for the teach back portion of the course.

Description: The train-the-trainer course includes the complete delivery of the Active Shooter Level I course of study as well as instructional techniques and methodology for delivering the course, force-on-force scenario development, safety protocols and procedures, graded participant teach-backs, graded participant-led force-on-force scenarios, remediation, video debrief, course critiques, and evaluations. Participants are provided with all lesson plans, PowerPoint presentations, student manuals, and related courseware so that they are immediately prepared to deliver the Active Shooter Level I course at their home agency.

Withdraw ✕

ALERRT Center
at Texas State University



Level I Train-The-Trainer

Petittis

REVIEW PRE TEST

Your status:

Test Score

Pre test Score	100	Post test Score	--	Teach back Score	--
Range Score	--	Scenario Score	--	Final Score	--

Course Details

Course	Level I Train-the-Trainer
Dates	Mon Jan 05 - 09 (2026)
Location	Montgomery County Reality Based Training Center, 20350 FM-1485, New Caney, TX, 77357
Hosting Agency	Montgomery County Sheriff's Office - RBTC
Point of Contact	Ashlie Wilson (ashlie.wilson@mctx.org / 9364446714)

Prerequisite: Licensed law enforcement officer; active or retired (preferred: experience in tactical, firearms, and/or law enforcement training)

Required Equipment: Good attitude, open mind, pen and paper, duty gear, body armor, groin protection, and appropriate clothing for "force-on-force" training (i.e. long sleeve shirt, gloves, etc.) Head, eye, and throat protection will be provided by ALERT. A laptop or tablet is strongly suggested for reviewing course materials in preparation for the teach back portion of the course.

Description: The train-the-trainer course includes the complete delivery of the Active Shooter Level I course of study as well as instructional techniques and methodology for delivering the course, force-on-force scenario development, safety protocols and procedures, graded participant teach-backs, graded participant-led force-on-force scenarios, remediation, video debrief, course critiques, and evaluations. Participants are provided with all lesson plans, PowerPoint presentations, student manuals, and related courseware so that they are immediately prepared to deliver the Active Shooter Level I course at their home agency.

Withdraw ✕

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Level I Train-The-Trainer

STAGE: REGISTRATION PRE-TEST

SA WICKI

REVIEW PRE TEST

Your status: Approved

Test Score

Pre test Score	100	Post test Score	--	Teach back Score	--
Range Score	--	Scenario Score	--	Final Score	--

Course Details

Course	Level I Train-the-Trainer
Dates	Mon Jan 05 - 09 (2026)
Location	Montgomery County Reality Based Training Center, 20350 FM-1485, New Caney, TX, 77357
Hosting Agency	Montgomery County Sheriff's Office - RBTC
Point of Contact	Ashlie Wilson (ashlie.wilson@mctx.org / 9364446714)

Level I Train-The-Trainer

⚠ Your instructor certificate is about to expire. Please visit recertification page for more details

STAGE: REGISTRATION/PRE-TEST

REVIEW PRE TEST

Cramer
Your status: Approved

Test Score

Pre test Score	100	Post test Score	--	Teach back Score	--
Range Score	--	Scenario Score	--	Final Score	--

Course Details

Course	Level I Train-the-Trainer
Dates	Mon Jan 05 - 09 (2026)
Location	Montgomery County Reality Based Training Center, 20350 FM-1485, New Caney, TX, 77357
Hosting Agency	Montgomery County Sheriff's Office - RBTC
Point of Contact	Ashlie Wilson (ashlie.wilson@mctx.org / 9364446714)

Your receipt from Airbnb



Receipt ID: RCJ8KSM559 - October 9, 2025

Porter

5 nights in Porter

Sun, Jan 4, 2026 → Fri, Jan 9, 2026

Entire home/apt · 4 beds · 4 guests



Hosted by Irene Collins

Confirmation code: MMNDKXZP

[Go to itinerary](#) [Go to listing](#)

Traveler: Irene Collins

Cancellation policy

Refundable before 3:00 PM on Jan 30. No refund after that time.
If you cancel after 3:00 PM on Jan 30, you will be charged the full amount.

The only way to get a refund is to cancel before 3:00 PM on Jan 30.

Price breakdown

\$299.80 x 5 nights	\$1,499.00
Airbnb service fee	\$211.62
Taxes	\$89.94
Total (USD)	\$1,800.56

Payment

VISA **** 7290	\$1,800.56
October 9, 2025, 8:00 PM PST	
Amount paid (USD)	\$1,800.56

Have a question?

Find details about payments and refunds in [your payments](#), or try the [Help Center](#).

Occupancy taxes

Occupancy taxes are not applicable to this stay.

Airbnb Payments, Inc.

Airbnb Payments, Inc. is the payment processor for all payments made through the Airbnb platform. All payments are processed by Airbnb Payments, Inc. and are subject to the terms and conditions of the Airbnb Payments, Inc. payment processing policy. For more information, please visit [www.airbnb.com/terms](#). Questions or complaints: contact Airbnb Payments, Inc. at [support@airbnb.com](#).

Payment processed by:

Airbnb Payments, Inc.
300 West 10th Street, Suite 100
San Francisco, CA 94103

airbnb.com

600 Market Street, Suite 100
San Francisco, CA 94103
[www.airbnb.com](#)





AGENDA MEMO

DEPARTMENT: Police

TO: Mayor and City Council

FROM: Nathan Anderson, Police Chief

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-48R authorizing the Rockport Police Department to apply for and operate a Bullet-Resistant Components for Law Enforcement Vehicles Grant 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.

SUMMARY:

The Rockport Police Department's grant for Bullet-Resistant Components for Law Enforcement Vehicles is requesting three complete bullet-resistant component packages, including windshields, side windows, door panels, etc.

BACKGROUND:

State funds for these projects are authorized by H.B. 2217 Section 772.013 passed during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 for Trusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make \$5M for FY2026.

FUNDING SOURCE:

This is a 100% reimbursed grant project

FUNDING IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Rockport Police Department to apply for and operate this grant.

STRATEGIC INITIATIVES:

The purpose of this grant is to equip motor vehicles used by peace officers with certain bullet-resistant components. Resolution

ATTACHMENTS:

1. FY2026 Bullet Resistant Components grant Resolution

2. grant info
3. eGrants - Project Summary
4. Dana safety quote

APPROVAL/REVIEW:

Nathan Anderson, Police Chief

Date: December 01, 2025

Shelley Goodwin, City Secretary

Date: December 01, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO APPLY FOR AND OPERATE THE BULLET RESISTANT COMPONENTS GRANT ADMINISTERED BY THE OFFICE OF THE GOVERNOR FOR FY 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 purpose of this grant is to equip motor vehicles used by peace officers with certain bullet-resistant components.; and

WHEREAS, the City of Rockport finds it is in the best interest of our citizens and officers that the City of Rockport participate in the Bullet-Resistant Components grant program; and

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

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

Section 1. That a Bullet-Resistant Components grant 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 Bullet-Resistant Components Grant. 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

Name:

Available

Due Date

10/15/2025

11/20/2025

Bullet-Resistant Components for Law Enforcement Vehicles, FY2026

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components.

Available Funding:

State funds for these projects are authorized by H.B. 2217 Section 772.013 passed during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make \$5M for FY2026.

Eligible Organizations:

Applications may be submitted by state agencies, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2A.001, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, and community colleges.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Due
Funding Announcement Release	10/15/2025
Online System Opening Date	10/15/2025
Final Date to Submit and Certify an Application	11/20/2025 at 5:00PM CST
Earliest Project Start Date	03/01/2026

Project Period:

Projects must begin on or after 03/01/2026 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining and installing bullet-resistant windshields, side windows, rear windows, and door panels compliant with the National Institute of Justice (NIJ) Level IIIA or higher into motor vehicles used by peace officers.

Program-Specific Requirements

Grant funds may only be used to equip motor vehicles used by peace officers (as defined by Article 2A.001, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant in discharging the officers' official duties.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the

local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration

enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible bullet-resistant windshields, side and rear windows, and door panels, such as policy development, training costs, weapons (including weapon accessories) and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may

revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$5 Million

[Print This Page](#)

Agency Name: Rockport, City of
Grant/App: 5643101 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

Project Title: Bullet Resistant Vehicle 2025
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460020005000

Application Eligibility Certify:

Created on: 10/20/2025 2:45:33 PM By: Meredith Yarnall

Profile Information

Applicant Agency Name: Rockport, City of
Project Title: Bullet Resistant Vehicle 2025
Division or Unit to Administer the Project: Rockport Police Department
Address Line 1: 714 E Concho
Address Line 2:
City/State/Zip: Rockport Texas 78382-4118
Start Date: 3/1/2026
End Date: 2/28/2027

Regional Council of Governments(COG) within the Project's Impact Area: Coastal Bend Council of Governments

Headquarter County: Aransas

Counties within Project's Impact Area: Aransas

Grant Officials:

Authorized Official

Name: Tim Jayroe
Email: mayor@cityofrockport.com
Address 1: 714 East Concho Street
Address 1:
City: Rockport , Texas 78382
Phone: 361-729-2213 Other Phone: 361-729-1111
Fax: 361-729-3461
Title: Mr.
Salutation: Mayor
Position: Mayor

Financial Official

Name: Robbie Sorrell
Email: rsorrell@rockporttx.gov
Address 1: 2751 SH 35 Bypass
Address 1:
City: Rockport, Texas 78382
Phone: 361-729-2213 Other Phone: 512-554-6953
Fax: 361-729-5966
Title: Mr.
Salutation: Mr.
Position: Finance Director

Project Director

Name: Nathan Anderson
Email: nanderson@cityofrockport.com
Address 1: 714 E Concho St

Address 1:**City:** Rockport, Texas 78374**Phone:** 361-790-1100 Other Phone: 806-239-4022**Fax:** 361-729-3461**Title:** Mr.**Salutation:** Chief**Position:** Chief of Police**Grant Writer****Name:** Meredith Yarnall**Email:** nyarnall@cityofrockport.com**Address 1:** 714 E Concho**Address 1:****City:** Rockport, Texas 78382**Phone:** 361-790-1101 Other Phone:**Fax:** 361-729-3461**Title:** Ms.**Salutation:** Ms.**Position:** Administrative Assistant**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460020005000**Unique Entity Identifier (UEI):** D33QE53A2V54**Narrative Information****Introduction**

The purpose of this funding is to provide grants to law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components.

Certifications

In addition to the requirements found in existing statute and regulation, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

Obtain and install bullet-resistant windshields, side windows, rear windows, and door panels on 2 law enforcement equipped vehicles.

Problem Statement :

Our current law enforcement equipped vehicles lack bullet-resistant components, exposing officers and the public to elevated risk during armed assaults and high-risk traffic encounters. Funding is needed to equip vehicles to improve officer survivability and civilian safety.

Supporting Data :

in the last year, our officers responded to multiple firearm-related calls and high-risk traffic encounters where officers were exposed to armed suspects while seated inside law enforcement equipped vehicles. Our current fleet having zero percent ballistic coverage increases officer vulnerability.

Project Approach & Activities:

Our department will procure and install bullet-resistant components on priority frontline patrol units, working with certified vendors to ensure proper fit and ballistic ratings.

Capacity & Capabilities:

Our department has established processes for fleet management and grant compliance. With proven readiness and grant administration our agency is capable of successfully implementing this equipment-based officer-safety enhancement.

Performance Management :

Performance will be tracked through the number of law enforcement equipped vehicles with bullet-resistant components installed, compliance with standards, and documentation in the fleet records. Post-incident reviews and feedback surveys will also provide performance outcome measurements.

Target Group :

Our agency employs 27 sworn officers and serves a community of over 10000 people. Our enhancements will increase the effectiveness and safety of our front-line officers.

Evidence-Based Practices:

Current outfitted Law enforcement equipped vehicles present a vulnerability during ambush-style and firearm-related assaults. The recent adoption of legislation makes this safety enhancement an evidence-based approach to mitigating an identified officer safety risk.

Project Activities Information**Introduction****Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Obtain and install bullet-resistant windshields, side windows, rear windows, and door panels on 3 law enforcement equipped vehicles.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of police vehicles equipped with bullet-resistant components.	3

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

1197328

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

409127

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

2/23/2025

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	3 complete bullet-resistant component packages including windshields, side windows, door panels, etc. (1 package=\$9230.40 x3 =27691.20)	\$27,691.20	\$0.00	\$0.00	\$0.00	\$27,691.20	3

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$27,691.20	\$0.00	\$0.00	\$0.00	\$27,691.20

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$27,691.20	\$0.00	\$0.00	\$0.00	\$27,691.20

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** nathananderson

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598689-A
Customer No.	ROCKPORT

Bill To

ROCKPORT POLICE DEPT
714 EAST CONCHO ST
ROCKPORT, TX 78382

Ship To

(For Pickup)
San Antonio -SANA
8154 Bracken Creek Drive
San Antonio, TX 78266

Contact: NATHAN ANDERSON
Telephone: 361-790-1110

E-mail: NANDERSON@CITYOFROCKPORT.COM

Contact: REBECCA IBARRA
Telephone: 210-727-2676

E-mail: RIBARRA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/20/25	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Rebecca Ibarra		Rebecca Ibarra- San Antonio		nNIKKI YARNELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO BALLISTIC ARMOR GRANT QUOTE Warehouse: SANA		0.0000	0.00
1	1	N	INFO ROCKPORT POLICE DEPARTMENT Warehouse: SANA		0.0000	0.00
1	1	Y	CT-W-2663 ISBI 2021 TAHOE WINDSHIELD Warehouse: SANA		2,562.0000	2,562.00
1	1	Y	CT-L-3332 ISBI 2021 TAHOE LEFT WINDOW Warehouse: SANA		1,708.0000	1,708.00
1	1	Y	CT-L-3332 CT-R-3331 ISBI 2021 TAHOE RIGHT WINDOW Warehouse: SANA		1,708.0000	1,708.00
2	2	Y	MISC KEV-CT-G5-F ISBI 2021+ TAHOE KEVLAR-FD DOOR PANEL Warehouse: SANA		837.0000	1,674.00
1	1	Y	02-010004 AA CHECK STRAP KIT FOR ARMORED DOORS (EA.) Warehouse: SANA (EACH)		68.4000	68.40

Print Date	10/21/25
Print Time	01:18:48 AM
Page No.	1

Printed By: HOUSTON YARBERRY

Continued on Next Page

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/20/25	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Rebecca Ibarra		Rebecca Ibarra- San Antonio		nNIKKI YARNELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		125.0000	125.00
1	1	Y	INSTALL GLASS Install Glass Warehouse: SANA WINDSHIELD \$550 SIDE GLASS-\$300/WINDOW SIDE PANEL-\$25/PANEL INSTALLATION WILL BE COMPLETED AT DSS FACILITY: IF TRAVEL IS REQUIRED TO RETROFIT ON SITE, ADDITIONAL CHARGES MAY APPLY. Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		1,200.0000	1,200.00

Print Date	10/21/25
Print Time	01:18:48 AM
Page No.	2

Printed By: HOUSTON YARBERRY

Subtotal	9,045.40
Freight	185.00
Order Total	9,230.40



AGENDA MEMO

DEPARTMENT: Human Resources

TO: Mayor and City Council

FROM: Kaycee Eddins, HR Manager

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-49R amending Resolution 2025-10R adopting an Updated Personnel Policies Manual; amending Section I Division 4 Compensation and Benefits; and amending Section I Division 11 Post Employment as set forth in Exhibit A attached herein; and providing an effective date.

SUMMARY:

Following the approval of the Resolution, updating the Personnel Policies Manual in March, there were found to be a few corrections that needed to be made.

BACKGROUND:

The first changes being presented were made to Section I Division 4: Compensation and Benefits to the on-call policy, overtime calculation, and the education reimbursement process. These changes were errors in the policies that were identified after the revision was approved. These corrections will align the policy with current practice.

The second set of changes was to Section I Division 11: Post Employment to provide a better explanation of the retiree insurance reimbursement policy. This was necessary, because even though the City provides medical insurance coverage for retirees that meet the requirements, there are additional coverages they can choose that they must reimburse the City for. For example, additional life insurance or dental coverage. We have had an issue with some retirees not paying their portion. When conferring with Brinson Benefits and our Insurance companies, it was suggested that we better define what happens if a retiree does not pay the reimbursement to the City in our Personnel Policy Manual. In the long run, this change will give us a better ability to drop the additional coverage if they are not being paid.

All changes are shown in the attached Exhibit A with notes explaining each one.

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2025R amending Resolution 2025R____ adopting the changes to the Personnel Policy Manual as presented.

STRATEGIC INITIATIVES:

Resolution

ATTACHMENTS:

1. Resolution - Employee Handbook Changes
2. Exhibit A

APPROVAL/REVIEW:

_____	Date: December 02, 2025
records records, Human Resources	
_____	Date: December 02, 2025
Shelley Goodwin, City Secretary	
_____	Date: December 03, 2025
Vanessa Shrauner, City Manager	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, AMENDING RESOLUTION ____ ADOPTING AN UPDATED PERSONNEL POLICIES MANUEL; AMENDING SECTION I DIVISION 4 COMPENSATION AND BENEFITS; AND AMENDING SECTION I DIVISION 11 POST EMPLOYEMENT AS SET FORTH IN EXHIBIT A ATTACHED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rockport, adopted an updated Personnel Policy Manuel on March 11, 2025; and

WHEREAS, it wase found by staff that corrections needed to be made to Section I Division 4 Compensation and Benefits as set forth in Exhibit A ; and

WHEREAS, it wase found by staff that corrections needed to be made to Section I Division11 Post Employment as set forth in Exhibit A; and

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

SECTION 1. That the City Council hereby adopts the corrections to the Personnel Policies Manuel Section I Division 4 Compensation and Benefits, and Section I Division 11 Post employment as set forth in *Exhibit "A"* attached herein.

SECTION 2. That the City Council hereby finds and 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.

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

PASSED AND APPROVED this ____ day of _____, 20.

CITY OF ROCKPORT, TEXAS

Tim Jayroe

Mayor

ATTEST:

Shelley Goodwin, TRMC, MMC
City Secretary

DIVISION 4. COMPENSATION AND BENEFITS

Section 40-61 General Policy Statements

- (a) It is the Policy of the City of Rockport to fairly compensate its employees and to adhere to all fair labor standards regulations. Employees who believe the City is not adhering to these standards may pursue resolution of the matter through a formal conference or a grievance.
- (b) The actual rate of compensation for an employee shall be determined by the Employee Grade/Step Pay Scale, developed and adopted by the City. The compensation of the City Manager and the City Secretary shall be fixed by the City Council, and may be amended from time to time, in accordance with the individual experience and qualifications of the City Manager and of the City Secretary. The compensation to be paid to the City Manager, City Secretary shall be exempt from the Grade and Step wage/salary schedule.
- (c) The City's adopted pay scales are based on an employee's base pay of the employees. Additional forms of pay such as stability pay, vacation pay and certification pay are considered separately from base pay.
- (d) All employees will be paid biweekly. Pay dates falling on a City holiday will be scheduled for the preceding workday.

Section 40-62 Types of Pay

- (a) *Base Pay.* The amount paid for completing the normally assigned tasks and duties associated with the position held by the employee. for the purpose of determining an employee's entitlement to minimum wage and overtime pay. "Time worked" generally includes all hours during which an employee is required or permitted to be on duty, on the employer's premises, or at any other prescribed place of work.
- (b) *Regular Rate of Pay:* Regular rate requires that an employer total all remuneration (less authorized exclusions) and divide that total by the number of hours worked by the employee. The resulting number is the "regular rate" on which Over Time rates are based.
 - (1) Types of pay included in "Regular Rate":
 - a) Base Pay
 - b) Certification Pay
 - c) Degree Pay
 - d) Additional Duties Pay
 - e) Car Allowance
 - f) Uniform Allowance
- (c) *Time worked.* The FLSA provides specific guidelines for what constitutes "time worked" Types of activities considered "time worked" under FLSA.

- (1) **Hours Worked:** All hours an employee spends performing job-related activities, including productive work, waiting time, on-call time, and certain rest breaks, are generally considered hours worked.
 - (2) **Waiting Time:** Time spent waiting for work, whether at the workplace or another location, is generally considered hours worked if the waiting time is controlled by the employer. For example, if an employee is required to wait for a specific task or assignment, that time is typically considered compensable.
 - (3) **On-Call time:** If an employee is required to remain on-call at the workplace or another location and must be available to perform work when needed, that on-call time is usually considered hours worked and must be compensated.
 - (4) **Rest and Meal Breaks:** Short rest breaks (typically lasting 20 minutes or less) are generally considered hours worked and must be paid. However, meal breaks (typically lasting 30 minutes or longer) where the employee is relieved of all duties are generally not considered hours worked and do not need to be paid.
 - (5) **Travel Time:** Travel time that is part of an employee's principal job duties, such as travel between job sites during the workday, is generally considered hours worked and must be compensated. Commute time to and from work is typically not considered hours worked.
 - (6) **Training and Meetings:** Time spent in required training sessions, meetings, or other job-related activities is generally considered hours worked and must be compensated.
- (d) ***Certification Pay.*** A form of compensation or financial incentive provided by employers to employees who hold certain certifications, licenses, or qualifications relevant to their job duties. Certification pay is typically offered as a way to recognize and reward employees for their expertise, skills, and dedication to professional development. Certification pay for full-time regular employees must be recommended by the Department Head and approved by the City Manager. See Section 40-69 for the Certification Pay Policy.
- (e) ***Stability Pay.*** In any year in which the City Council sets aside funds for stability pay, the City may pay to each employee an amount based on a percentage of the employee's base rate of pay calculated from October 1 to September 30. Only full-time permanent employees are eligible for stability pay. To be eligible to receive stability pay, an employee must have been with the City for twelve (12) months as of the first day of the fiscal year. Such sums may not, however, be credited toward overtime compensation due under the Act.
- (f) ***Severance Pay.*** A minimum of one-month base pay and all accrued vacation and sick leave paid to an employee in good standing upon the elimination of his or her position. Since

staffing levels are reviewed and approved by Council as part of the budget process, Council must vote to reduce or eliminate the position(s) in question, thereby necessitating the payment of Severance Pay. If it becomes necessary to eliminate a position within a department, the Department Head shall eliminate the position(s) based on employee(s) evaluations.

- (g) *Vacation Pay.* It shall be the policy of the City to ensure that every employee has ample opportunity to utilize the vacation he or she has earned each year.
- (h) *Holiday Pay.* Every regular full-time employee of the City of Rockport shall automatically be credited with eight (8) hours of work on all scheduled holidays. Any “nonexempt” employee who works on a Holiday shall be compensated at one and one-half times the normal rate for hours worked with in that 24 hour period in addition to being given eight hours credit for the holiday.
- (i) *Overtime Compensation.* All “nonexempt” employees shall be compensated for overtime. Until such time that sufficient funds may be budgeted, most overtime will be compensated in the form of “comp time.” i.e., compensatory time off. For every hour of approved overtime worked by a nonexempt employee, 1.5 hours of comp time shall be accrued. Hours accrued at 1 ½ times the regular rate shall be defined as the actual hours worked in excess of 40 hours in a work week, except as may be provided in policies applicable to employees of the Police Department in conformance with the Fair Labor Standards Act. All time not physically worked i.e. vacation leave, sick leave, holiday time, jury duty time or use of previously accrued comp time will not be counted or considered as “time worked” in order to receive “over time” pay.

For all non-exempt employees, all over time must be approved by the employee’s supervisor or department head in advance. Employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination.

For more Over Time Information see Section 40-65

- (j) *Compensatory Time.* All eligible non-exempt employees may accrue compensatory time (“comp time”) in lieu of being paid overtime compensation. Exempt employees are not eligible for comp time under this policy. All non-exempt employees are subject to a cap Forty (40) hours. Overtime hours worked beyond the cap must be paid as overtime compensation, or requested for use , as described under the Overtime Policy and Procedures section.

Eligible employees are:

1. Non-exempt employees who work over 40 hours in a work week.
2. Sworn law enforcement assigned to 80-hour work periods
3. Seasonal employees are eligible for overtime if they actually work over 40 hours in a work week, but they are not eligible for compensatory time.

Compensatory time accrues at a rate of 1 ½ hours for every hour of overtime worked by non-exempt employees. Compensatory time accruals are to be monitored by the

Department and Payroll. All compensatory time accrued and/or used is to be documented on the employee's time sheet.

An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off. If compensatory time cannot be scheduled within a "reasonable period" after the request, the department may elect to pay out the time requested by the employee in lieu of approving the request. The City may also require employees to take time off in order to reduce their accrued compensatory time or department heads may adjust work schedules to eliminate compensatory. Otherwise, compensatory time off may be used the same as leave time. Comp Time can only be used if it has already been earned. It cannot be used prior to earning the comp time.

Payment of Compensatory Time. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and /or compensatory time. Likewise, an employee who is either promoted, transferred, or demoted to another non-exempt position will be paid in full for any compensatory time accrued before the promotion or demotion becomes effective. Upon leaving employment with the City, a nonexempt employee will be paid for unused compensatory time at the employee's current hourly rate.

All use of comp time must be approved by the employee's supervisor or department head in advance. Employees who take unauthorized comp time may be subject to disciplinary action, up to and including termination.

- (k) *Discretionary Time for Salaried Employees (Exempt).* Exempt employees are ineligible for statutory overtime pay or compensatory time as a matter of right under the Fair Labor Standards Act. Exempt employees, however, will sometimes be required to work more than the normal 40-hours per week without compensation due to the nature of their job duties. Supervisors of exempt employees may determine/approve discretionary time off, based on workload, for hours worked in excess of 40 hours per week.

Exempt (Salaried) employees also accrue vacation and sick leave in accordance with the applicable policies, and shall be required to use the appropriate leave to document absences from work that cannot be offset by discretionary time, i.e. taking multiple days off for a vacation, or illness.

Exempt (Salaried) employees are required to turn in a time sheet each pay period to document the use of any leave for payroll and record keeping purposes. In weeks that no leave is used, the employee will just document the straight 40 hours.

- (l) *Flex time.* Flex time is scheduling time off to avoid accrual of overtime within the same week in which the extra hours were worked.

(1) Flex time scheduled during the same week in which it was earned will be traded

hour for hour because flex time used results in no actual overtime for the week. Department Directors and supervisors should schedule flex time where applicable for more efficient operation of the department and to minimize overtime for non-exempt employees

- (2) Adjusting Work Schedules within a workweek may be done to reduce overtime hours. Supervisors may require an employee to take time off without pay, avoid incurring overtime for to offset "extra" hours previously worked during the same work week. For instance, if an employee works three extra hours on a Monday, the supervisor may adjust the employee's work schedule by reducing his/her work time by three hours on Tuesday.

- (m) *Wage Continuation Pay.* An employee who sustains an on-the-job injury that results in lost time shall automatically receive up to one week of wage continuation pay. Wage continuation pay may be extended indefinitely if Workman's Compensation approves Temporary Income Benefits (TIBS) payments. Wage continuation pay shall be the difference between the weekly Worker's Compensation insurance payment and the employee's base pay for one week. Special wage continuation provisions apply to Police Officers for Line-of-Duty injuries, see Section 40-63 (4)

- (1) For non-public safety Wage Continuation, the City will generally continue to pay the employee for a regular 40 hours per week (for Full-time Employees). Once the employee receives the Temporary Income Benefits Payment from Worker's Compensation, the employee reimburses the City those funds.
 - a) If the employee does not reimburse the City with the funds sent to them by the City, they may be responsible for reimbursing the City the difference on their own.
- (2) To be eligible for Wage Continuation Pay, an employee must meet the following criteria:
 - a) Full-time, regularly scheduled, active employee
 - Temporary and seasonal employees do not qualify for wage continuation pay.
 - b) Employee must be on Workman's Compensation, and eligible for and receiving Temporary Income Benefits (TIBS) through Workman's Compensation due to their impairment status.

- (n) *Emergency and Disaster Pay.*

- (1) See Division 11. Severe Weather, and Emergency/Natural Disasters

- (o) *On-Call duty Pay:*

~~(1) Employees assigned On Call duty will be paid a \$100 stipend for the time that they are assigned On Call.~~

~~(2)(1)~~ When an employee is called to work while On-Call shall be paid one and one half times their hourly wage for any hours in excess of 40 in a 7 day period (80 in a 14 day period for Police).

~~(3)(2)~~ Employees must be fit for duty anytime they are called to work while On-Call. If they

Commented [AH1]: Not all departments pay on call the same, so we are removing this portion.

employee is not fit for duty, it is the employee's responsibility to advise his/her supervisor immediately. (See Section 40-307 (c)(d) of Section II- Alcohol and Drug Free Environment Policy for further guidance).

~~(4)(3)~~ On-Call duty pay is not considered regular pay.

Section 40-63 Excused Absences and Types of Leave.

Listed below are all of the types of excused absences and types of leave for which an employee will be compensated.

The use of the various leaves is a benefit provided to employees to make a full work week/pay period. These leave options are available to assist eligible employees to reach 40 hours per work week or 80 hours per pay period for police officers. No leave benefit may be used nor be paid out to an employee that allows them to exceed their respective 40 hours per work week or 80 hours per pay period for police officers. For example, if an employee was out sick on Thursday, and on Monday, Tuesday, Wednesday, and Friday, they worked a total of 38 hours, they will only need to use 2 hours of sick time for Thursday to bring them to their 40 hours.

- (1) Vacation. All employees are encouraged to use the vacation that they have earned. In order for vacation to be credited against an employee's record of time, the Department Head must approve the vacation in advance. Each Department Head may establish internal Departmental policies pertaining to submission and review of vacation requests so as to insure completion of the Department's tasks and reasonable scheduling of other employees. The following rules or guidelines shall apply to all employees. The Department Head may decline the request if the request was not received in sufficient enough time to make arrangements in the work schedule and duties, or if the employee does not have enough vacation hours on the books to cover the requested time.

- (a) Payroll shall keep the official record of vacation earned and vacation used.
- (b) Employees shall earn vacation at the following rates:

<u>Length of Service</u>	<u>Days Earned Per Month</u>
Less than 10 years	One
10-14 years	One and one-quarter
15 or more years	One and one-half

- (c) Department Heads shall earn vacation at the following rates:

<u>Length of Service</u>	<u>Days Earned Per Month</u>
Less than 10 years	One and one-quarter
10 or more years	One and one-half

- (d) The rate at which the City Manager and City Secretary earn vacation shall be determined by Council as part of their salary negotiations and by contract, if any.
- (e) On the first day of the City's fiscal year, the maximum allowable vacation leave balance will be thirty (30) days (240 hours), except as noted below. Any days in excess of thirty (30) (240 hours), shall be lost unless it has been necessary to deny an employee the opportunity to take his or her requested vacation. In these cases, the Manager may recommend to Council that the employee be paid for the excess leave.
- (f) *Buyback of employee vacation time:* Employees, with the approval of the department head and city manager, may be allowed to sell one week (40 hours) of vacation back to the City once each fiscal year. Such buybacks are limited to employees with a minimum balance of 40 hours of vacation leave remaining in their account after the 40 hours are purchased; additionally, the employee must have taken a cumulative total of 40 vacation hours in the preceding 12 months. Such buyback by the City will be at a one-for-one hourly rate at the time the vacation leave is "purchased" by the City.
- (g) Holidays and regularly scheduled days off when taken in conjunction with a vacation, shall not be counted as vacation days.

In the event that an employee's request for a day off is denied, the employees must adhere to the denial and report to work as scheduled. Failure to do so without prior authorization will be considered a violation of leave policies and may result in disciplinary action.

- (h) Employees shall be paid all unused vacation upon retirement or termination.
- (i) Misuse or abuse of the vacation leave provisions shall be cause for disciplinary action.

- (2) Sick Leave. Employees who are ill or who must temporarily care for their father, mother, spouse, son, or daughter; or for any relative that is dependent upon the employee as their primary caregiver, may utilize sick leave. In order for an absence to be excused as sick leave, the following rules shall apply to all employees.
- (a) In order for an absence to be counted as sick leave, an employee must call his or her supervisor within thirty (30) minutes after the start of the workday. If the supervisor cannot be contacted, then the employee is to contact the Department Head.
 - (b) Sick leave may be used for scheduled appointments with health care professionals. Sick leave may also be used for the purpose of attending inpatient or after care, outpatient treatment of alcohol or drug abuse. It may also be used to attend physical therapy if that therapy has been prescribed by a physician.
 - (c) Sick leave may not be used in lieu of injury leave.
 - (d) An employee has the option of utilizing earned comp time in lieu of sick leave, however, the Department Head retains the option of requiring a medical or hospital statement.
 - (e) All employees shall earn sick leave at a rate of one day per month of service.
 - (f) Employees who resign or are terminated shall not be paid for unused sick leave.
 - (g) Employees who retire with fifteen or more years of service with the City on July 10, 1990 shall be paid for 50% of their accrued sick leave or 45 days, whichever is less.
 - (h) Employees who retire and who have had less than fifteen years of service with the City on July 10, 1990 shall be paid for 50% of their accrued sick leave or thirty (30) days, whichever is less.
 - (i) The Finance Department shall maintain the official record of sick leave earned and sick leave taken.
 - (j) Once sick leave is depleted, an employee may utilize any vacation leave they have remaining to bring them up to 40 hours while they are still out due to illness, however, sick leave cannot be used to make up for depleted vacation leave should the employee need to take time off unrelated to illness.
 - (k) Misuse or abuse of the sick leave provisions shall be cause for disciplinary action.

(3) Injury Leave (non-police only).

- (a) Employees who are injured on the job and cannot perform the essential elements of their job description shall be placed in an injury leave status so long as the employee reports the injury immediately to his/her supervisor.
- (b) If the employee has not been released by his or her physician to return to a full-duty work status by the end of a reasonable injury leave period and cannot perform the essential elements of the job description, the employee may be terminated.

(c) The Department Head may recommend a leave of absence without pay in lieu of termination if:

a) The employee will be able to return to his/her job within a thirty (30) day period of time if certified by the attending physician; and

(d) The department head can forego a regular replacement, or the position can be filled on a temporary basis until the injured employee can return to work.

(4) **Line of Duty Injury Leave**

Line of duty injuries for paid Police shall be managed in accordance with Texas Local Government Code Chapter 177A. Paid police officers who sustain a line-of-duty injury shall be provided with a leave of absence at full pay for a period commensurate with the nature of the line of duty illness or injury for up to one year from the date of injury. Full pay will be provided as Temporary Income Benefits received by the employee from the City's Worker's Compensation Insurance provider plus a supplemental wage to equal the employee's regular rate of pay at the employee's regular schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. At the end of the leave of absence, the City Council may extend the leave of absence at full or reduced pay in response to a request by the employee.

a. In the event the police officer is temporarily disabled by a line of duty injury or illness and requires additional leave beyond the leave of absence and any extension granted by the City Council has expired, the employee may use accumulated sick leave, vacation time and other accrued benefits before the employee shall be placed on temporary leave. Another police officer may voluntarily do the work of the injured police officer so that the temporarily disabled employee continues to receive wages and benefits while on temporary leave. In order to facilitate recovery, Employees on temporary leave are prohibited from working off-duty or ancillary jobs for other employers.

b. If able, a police officer may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year.

c. After recovery from a temporary disability, the officer shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.

d. Should the officer be determined to be permanently disabled during any part of this process, and be unable to perform the essential functions of the employee's position with or without an accommodation, the department head—with the approval of the City Manager will make the necessary arrangements for the officer's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).

(5) **First Responders Mental Health Leave.** The purpose of this policy is (1) provide clear and objective guidelines establishing the circumstances under which a Peace Officer and full-time Telecommunicator is granted mental leave and may use mental health leave; (2) entitle

a Peace Officer and Telecommunicators to mental health leave without a deduction in salary or other compensation; (3) enumerate the number of mental health leave days available to a Peace Officer and Telecommunicators; and (4) detail the level of anonymity for a Peace Officer who takes mental health leave. See Appendix C.

- (6) **Court/Jury Leave.** An employee who is called for jury duty, or who is subpoenaed to testify before a grand jury or at a criminal trial or in a civil case in which the City is a party shall be given Court/Jury leave. If the subpoena requires that the employee remain away from the workplace for one or more workdays, the employee will be credited with eight hours court/jury leave per workday.
- (7) **Military Leave.** In accordance with State and Federal law and regulations, an employee who is actively involved in the Reserve Armed Forces of the United States, the Texas National Guard or State Guard, shall be entitled to take up to fifteen (15) days military leave per Fiscal Year for Military Training or Military Active Leave.. Military training leave includes annual training, and scheduled inactive duty for training. Active Military Leave applies to regular full-time employees who are in the United States Reserves or Texas National Guard forces who have been called to active duty. The employee is to give as much notice as possible and eventually will need to provide a copy of their orders upon receipt.

Employees will only be paid for workdays missed as a result of military training leave. For example, if an employee works a standard five-day workweek Monday through Friday, the employee will only be paid for days they are scheduled to work but are absent due to a military leave obligation. Holiday pay will be granted during the expenditure of training leave. Holiday pay will be paid at straight time.

- (a) Other benefits (i.e., vacation and sick leave) will continue to accrue during military training leave.
- (b) The paid Military Leave does not count against the employee's personal time, sick leave, vacation time, or performance appraisal. The 15 days do not need to be consecutive. Once the 15 days of paid Military leave have been exhausted, employees have the option to use any paid time off or go without pay during their military leave.
- (c) Employees returning from Military Active Leave must return to work (or reapply and be available to work) and provide written copies of their separation or deactivation orders to the City as follows:
 - a) Less than 31 days of leave – within 72 hours of their release from service.
 - b) More than 31 days, but less than 180 days of leave – within 14 days from their release from service.
 - c) More than 180 days of leave – within 90 days from their release from service.
- (8) **Off Site Training.** An employee may from time to time be required to attend training that occurs outside the normal workplace. As such, the employee will be absent from the normal workplace. Attendance at the training will be considered the employee's work assignment for that period of time. When the training is out of town or lasts for more than one day, the

employee will be credited with eight hours training (work) time per day, as well as paid travel time for out-of-town travel.

- (9) Death in Family Leave. All full-time employees may be granted leave with pay for a period not to exceed three (3) workdays to attend a funeral and handle the necessary family details in case of death in their immediate family or other relative living in the same household. This leave will not be charged against sick leave or vacation. Part-time, seasonal and temporary employees may be granted up to three (3) days leave of absence without pay in such cases. (Immediate family, for this purpose, shall be defined as husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, brother and sister).
- (10) Family and Medical Leave Act (FMLA). An employee must be awarded up to 12 weeks total of paid and unpaid leave for the reasons of birth of a child, adoption or foster care of a child, care for seriously ill spouse, child, or parent, and during the employee's own serious illness. The employee must exhaust accrued vacation, comprehensive and sick leave time first before unpaid leave is taken.
 - (a) To be eligible for FMLA leave, an employee must have been employed with the City for at least 12 months and worked at least 1,250 hours during the previous 12 months.
 - (b) Eligible employees will be granted leaves of absence for up to 12 weeks within a

“rolling” 12-month period (measured backwards from the date the leave begins) for any of the following reasons:

- 1) Birth or placement (adoption or foster care) of a child, or in order to take care of a newborn child or a child newly placed with the employee for adoption or foster care and the leave must be taken before the end of the first 12 months following the date of birth or placement (“birth leave”); or
 - 2) When certified by a health care provider, to care for a “family member” (the employee’s spouse, child, or parent, but not a parent-in-law) with a serious health condition; or
 - 3) For a serious health condition that makes the employee unable to perform the functions of his or her position.
- (c) Eligible employees may take FMLA leave for any combination of these reasons. However, all combined leaves cannot exceed 12 weeks within the “rolling” 12-month period.
- (d) A birth leave (unless it involves a serious health condition) must be taken in a continuous time period and may not be taken in intermittent periods (e.g., one week working and the next week on leave) or through a reduced work schedule (e.g., changing from 40 hours per week to 20 hours per week). A childcare leave must be completed within 12 months of the birth, adoption or placement of the child. Leave for a serious health condition may be taken in a continuous time period, or an intermittent basis or through a reduced work schedule.
- (e) Serious Health Condition. For the purpose of this policy the meaning of the term “serious health condition” may be summarized as an illness, injury, impairment or physical/mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or “continuing treatment” by a health care provider as defined in the FMLA. For a complete definition of the term “serious health condition,” contact the Administrative Assistant. Ordinarily, unless complications arise, the common cold, flu, earaches, upset stomach, ulcers, headaches (other than migraines) and routine dental or orthodontia problems are examples of conditions that DO NOT constitute a serious health condition and DO NOT qualify for FMLA leave.
- (f) Notice to City of Leave.
- 1) Where the need for an FMLA leave (including intermittent or reduced work schedule leaves) is foreseeable, employees must provide the City with thirty (30) days’ prior notice. If 30 days prior notice is not practicable because the absence results from unforeseen circumstances, notice must be given as soon as practicable (usually within two (2) business days after the leave begins). If an employee fails to give timely advance notice when the need for leave is

foreseeable, the City may deny FMLA leave until the employee provides 30 days' notice.

- 2) The City must notify the employee if the absence qualifies as FMLA leave. If the City does not have the information from the employee needed to designate the leave as FMLA when the time leave commences, it may retroactively designate the leave as FMLA upon obtaining that information.
- 3) If leave is taken on an intermittent basis or reduced work schedule for foreseeable, planned medical treatment, the City may transfer the employee during the leave to an alternative position with equal pay and benefits which better accommodates an intermittent or recurring leave. If the leave is foreseeable for planned medical treatment, the employee must make a reasonable effort to schedule medical treatments to avoid disrupting City operations.

(g) Required Medical Certifications

- 1) Initial Certification. Employees who request leave because of a serious health condition must provide the Administrative Assistant with a medical certification from their health care provider, on the form provided by the City. When 30 days notice of leave is provided to the City, if possible, the employee must return the completed medical certification before beginning the leave. However, when the need for leave is not foreseeable, the completed certification must be returned to the City within 15 days. If an employee fails to return a completed medical certification in a timely manner, the City may deny foreseeable leave until the certification is submitted. If an employee never returns the health care provider certification, the absence will not be considered FLMA leave.
- 2) Recertification During Leave. Employees may also be required to submit medical Recertification from their health care provider during the course of the leave. Employees on leave may also be required to periodically report to the City regarding their intent to return to work upon completion of leave. If an employee gives unequivocal notice that he or she does not intend to return to work, the employee's FMLA leave, entitlement to reinstatement and medical/dental benefits, and employment with the City will be terminated.
- 3) Return to Work Certification. Before being reinstated from leave, employees must submit a medical certification that they are fit for duty and able to perform the essential functions of their job position (with or without reasonable accommodation). Employees will not be reinstated until the City receives this certification.

- (h) Reinstatement from Leave. The City will reinstate employees from FMLA leave to their former positions. Employees must seek reinstatement on or before the

expiration of 12 cumulative weeks of leave and be able to perform their job duties (with or without reasonable accommodation). Employee must request reinstatement within three (3) working days after being released by their health care provider. If the employee's former position is not available, the employee will be reinstated to an equivalent job position. Refusing an offer of reinstatement to an equivalent position will be treated as a voluntary resignation of employment. Employees who do not return to work after 12 cumulative weeks of FMLA leave or do not seek extended leave (if eligible) will be dismissed from employment. However, such employees are eligible to reapply for future employment by submitting an application to the City.

(11) Medical Leave of Absence

- (a) Employees who do not qualify for FMLA leave may apply for or be placed on a medical leave of absence for the treatment of their on-the-job serious health condition. Employees will be eligible for medical leave after completing the entry period, except for on-the-job injuries, when a medical leave can begin immediately.
- (b) Medical leave is limited to a maximum of 12 cumulated weeks within the "rolling" 12-month period. A medical leave must be taken on a continuous basis and may not be taken on an intermittent basis or a reduced work schedule.
- (c) Medical leaves will be unpaid. However, an employee's accrued sick leave, vacation or other paid benefits must be used during the leave, under the policies of the City, until exhausted. The use of paid benefits will not extend the duration of a medical leave. An employee may not receive more than one hundred percent of regular wages during a medical leave from any combination of employment benefits.

(12) Extended Leave

- (a) Employees may qualify for additional time off from work during the "rolling" 12-month period for treatment of their on-the-job or off-the-job serious health condition. To qualify for extended leave, employees must first exhaust their FMLA or medical leave. Employees must apply for extended illness leave through the City Manager.
- (b) Full time employees (for the purpose of this policy, individuals authorized to work 40 hours per week) who qualify for extended leave may continue their absence for up to a maximum of 14 weeks during the "rolling" 12 month period.

- (c) Extended illness leave must be taken in a continuous time period and may not be taken on an intermittent basis or through a reduced work schedule.
- (d) Benefits During Leave
 - 1) Extended leaves will be unpaid. However, if an employee has accrued sick leave or vacation, such benefits must be used during an extended leave, under the policies of the City, until exhausted. The remainder of the leave would be unpaid. The use of paid benefits will not extend the duration of the leave. An employee may not receive more than one hundred percent of regular wages during the extended leave from any combination of employment benefits (e.g., vacation, sick leave, etc.).
 - 2) Employees will not accrue service credit or employment benefits during the unpaid portion of an extended leave. Coverage under the Plan will remain in effect if the employee timely pays the employee's portion of the premium during an extended leave. Premiums will be paid either through payroll deduction (if paid benefits are used during all or any or part of an extended illness leave) or through other arrangements approved by the City Manager. Employees who fail to pay Plan premiums during their extended leave will be dropped from the Plan and may be required to requalify for health coverage if they are reinstated to employment.
 - 3) Eligible employees may take reasonable leaves of absence for maternity purposes; the birth, adoption, or placement of a foster child; or for the care of a spouse, son, daughter, or parent who has a serious health condition. For these purposes, "serious health condition" shall mean an illness, injury, impairment or physical or mental condition involving inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. "Spouse" shall mean the husband or wife of the employee but shall not include unmarried domestic partners. If the City employs an employee and his or her spouse, their combined time off may not exceed twelve (12) workweeks during any twelve (12) month period.
 - 4) Taking FMLA will not result in the loss of any benefit accrue prior to the date on which the leave began. An employee on FMLA will remain covered under all employee benefit plans (medical, retirement, etc.) throughout the duration of the leave as if actively employed. If the employee fails to return to work at the conclusion of the leave, the City will require the employee to reimburse it for the full cost of health care coverage during the period of leave out of their final paycheck and long as it does not drop their pay below minimum wage. However, if an employee fails to return to work because of legitimate medical reasons or circumstances beyond the employee's

control, he or she may not be required to reimburse the City for such benefits.

- (13) **Leave Without Pay.** In rare occasions where an employee has no accrued vacation, sick leave or comp time and has legitimate reason to be absent from the workplace, a Department Head may recommend leave without pay. Reasonable causes for leave without pay may include, but not limited to:
- (a) Maternity leave when the employee has no accrued vacation, sick leave or comprehensive time; or is ineligible for FMLA.
 - (b) Additional emergency leave beyond five days when the employee has no accrued vacation, sick leave or comp time.
 - (c) Additional military leave when the employee has no accrued vacation, sick leave, or comp time.
 - (d) Any leave required by the Americans with Disabilities Act (ADA).
 - (e)
- (14) **Compensatory Time.** Compensatory time is excused time away from the work site for non-exempt employees in lieu of cash payment for overtime or excused time for exempt employees in lieu of excess hours above the standard workweek. Non-exempt employees shall accrue one and one-half hour of comp time for every hour of overtime worked for which they are not paid. The Department Head must approve the use of compensatory time before an employee can take it. The City strives to pay overtime when it is earned. See Section 40-65.

Section 40-64 Catastrophic Leave Policy

1. Purpose

The purpose of this policy is to establish standard procedures regarding the donation of sick/vacation leave to City employees who have exhausted all accrued leave and are out on unpaid leave due to a catastrophic illness or injury to the employee, or a qualifying family member.

2. Policy

The Catastrophic Leave program is designed for use when an employee has exhausted all accrued comp time/sick leave/vacation leave and must be out due to a catastrophic illness or injury suffered by the employee, or a qualifying immediate family member. The Catastrophic Leave program is funded “by employees for employees” and is intended to lessen hardship caused to an employee by providing a source of additional paid leave for those employees who have exhausted all leave time earned. The maximum number of hours an eligible employee can receive through the Catastrophic Leave program is 480 hours per 12-month rolling period (lifetime max of 1440 hours), if enough hours are available within the Leave Bank.

This program is not designed as an indefinite extension of any person's employment with the City of Rockport. This will instead only apply in those cases wherein a person suffered a catastrophic injury or illness that is not covered by workman's compensation, and the employee's complete recovery is reasonably expected within a time frame beneficial to the City, and the employee has expended all accrued leave fully.

Abuse of the catastrophic leave bank program will subject the employee to disciplinary action, up to and including termination.

3. Definitions

For purposes of this policy, the following definitions apply:

- (a) Catastrophic Illness or Injury: A life-threatening or severe injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for 5 or more days. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and are long-term in nature and require long recuperation periods, may be considered catastrophic.
- (b) Eligible Employee: Full-time employee regularly scheduled for a minimum of 40 hours per week, eligible to receive sick/vacation leave.
- (c) New Hire: Full-time employee regularly scheduled for a minimum of 40 hours per week, eligible to receive vacation/sick leave, that has been employed with the City for less than 2 years (24 months).
- (d) Licensed Physician: A practitioner who is practicing within the scope of his/her license in treating the employee.
- (e) Open Enrollment: The period when an eligible employee may make contributions to the Catastrophic Leave program. The open enrollment period shall be the period each year allotted for benefit enrollment changes and is subject to change in accordance with the health insurance contract.
- (f) Plan Year: A 12-month period beginning October 01 of the current year and ending September 30 of the following year.
- (g) 12-Month Rolling Period: A period of 12 consecutive months determined on a rolling basis measured backwards and in accordance with FMLA regulations.
- (h) Leave Bank: The accumulated sick/vacation leave voluntarily donated by employees for utilization in accordance with this policy.
- (i) Qualifying Family Member: Qualifying Family member is immediate family defined as those individuals related by kinship, adoption, marriage, or foster children who are living in the same household or, if not in the same household, are totally dependent upon

the employee for personal care or services on a continuing basis.

4. Donation to Leave Bank

- (a) Procedure for Donating Leave: Employees who wish to donate sick/vacation leave, during the annual benefits open enrollment period, must complete an application for Catastrophic Leave Donation Form provided by the Human Resources Department. The donor's leave balance will be reduced by the number of leave hours donated. Contributions will be credited to the Leave Bank on the first full pay period for the Fiscal Year. Employees who leave the City are not eligible to donate leave upon their departure.

Employees must meet the following requirements in order to be eligible to donate sick/vacation leave through the Catastrophic Leave program. Comp time cannot be donated. Leave is donated hour for hour and is not transferred into a monetary value.

1. Full-time employment status with the City, and eligible to accrue and use sick leave.
 2. Sick/vacation leave must be donated in increments of eight (8) hours.
 3. To donate sick/vacation leave an employee must have at least 80 hours of accumulated leave remaining after the donation is made.
 4. The maximum number of hours one individual may donate is 40 hours of sick/vacation leave per annual open enrollment.
- (b) Voluntary Participation: Participation in this program is strictly voluntary. Contributions to the Leave Bank may not be designated for use by any specific employee. Time donated by an employee may not be recovered or recaptured. Participation in donating leave does not guarantee approval of future leave bank time requests. Approval of use of catastrophic leave bank hours is based strictly on an employee meeting all Policy requirements on a first come first serve basis, and on the availability of leave in the Bank.
- (c) Leave Bank Availability: Should insufficient Leave Bank Hours be donated to the Leave Bank, the City is not obligated to pay any Leave Bank payments to eligible employees.

5. Eligibility to Receive Leave Donations

- (a) Eligible Employee: Employees must meet the following requirements to be eligible to receive leave donations:
1. Has personally experienced a catastrophic illness or injury, or;
 2. The employee's request is to care for a qualifying family member's catastrophic illness or injury.
 3. Must be full-time employee regularly scheduled for a minimum of 40 hours per week.
 4. Must have exhausted all accumulated comp time/sick leave/vacation leave.
 5. Must have donated to the Catastrophic leave bank during the most current open enrollment to be eligible.

6. Or, is a New Hire as defined by this policy.

- (b) Exclusions: The following medical procedures are excluded from eligibility to receive leave donations:

1. Non-catastrophic illness or injury such as flu
2. Non-emergency elective surgery, except when life-threatening complications occur.
3. Routine surgeries with no complications.
4. Illness or injury covered by the City's worker's compensation program.
5. Employees who have been released by a licensed physician to return to work.
6. Normal pregnancies, except when life-threatening complications occur.

*** The City Manager may approve the request of an employee for donated leave that does not meet the minimum eligibility requirements if the City Manager determines there are extenuating circumstances that warrant an exception.

- (c) Multiple Employees Eligibility for Donated Leave: If more than one City employee is eligible for donated leave under this Policy, each employee's receipt of donated hours may be adjusted to ensure that the number of hours granted to each employee does not exceed the number of hours available.

If an employee and his/her spouse or other immediate family member are both employed by the City, only one individual can use the catastrophic leave pool at a time. The only exception would be in the event both are incapacitated and are needing to request time due to their own catastrophic illness, such as both employees being in the same car wreck, and hospitalized.

6. Procedure for Requesting Leave

- (a) Application Forms: To apply for Catastrophic Leave the employee must complete the Catastrophic Leave Request Form and submit medical documentation from a licensed medical professional. The required Request Form is available from the Human Resources Department.

The Human Resources representative or City Manager may temporarily waive the need of medical documentation due to the severity of the catastrophic illness, injury, or circumstances involved.

If it is anticipated the employee will be exhausting his/her leave balances, a request for hours from the Leave Bank may be sought to coincide with the exhaustion of their leave in order to prevent a gap in the employee's pay. Leave Bank hours may be used for a continuous absence or for intermittent or part-time absences if all other requirements of this policy are met.

- (b) Application Review: A representative from the Human Resources Department will act as the primary administrator and contact for the program. The Human Resources Department will review each application and ensure that each of the following conditions have been met:

1. Employee's entire accumulated leave (comp/sick/vacation leave) has been exhausted; and
2. Employee meets the eligibility requirements stated above to be able to receive hours; and
3. Requesting employee, or representative, provides the licensed physician statement or justification that employee has a qualifying catastrophic illness or injury.

The Human Resources Department will inform the applicant of the City's decision granting or denying the request of donated leave in writing within five (5) business days after the receipt of the application

An employee using hours from the Leave Bank will continue to accrue sick leave, vacation leave, and holiday(s) and must use their own comp time, sick leave, vacation leave, and holiday(s) before using the Leave Bank hours. If an employee does not use all of the Leave Bank hours donated to them, the unused time will be forfeited and revert back to the Leave Bank. There will be no retroactive pay of Leave Bank to any previous pay period where Leave Bank was not yet requested. Leave Bank will be used only on a go forward basis by pay period, on a first come, first serve basis.

- (c) Continuation of Leave

The employee, or a representative if the employee is unable, must notify Human Resources on a weekly basis (day to be determined by HR) as to the expected date of return. Upon return of the employee, any unused donated time will be forfeited and revert to the Leave Bank.

- (d) Continuation of Employment Benefits: While an employee is receiving benefits from the Catastrophic Leave program, the following will apply:

1. Health insurance premiums and other benefit premiums will continue to be deducted from the employee's pay so long as the employee is receiving donated leave.
2. Sick and vacation will continue to accrue as long as pay is received by the employee.
3. Holiday(s) will continue as long as pay is received by the employee.
4. Longevity will continue as long as pay is received by the employee.
5. Pension contributions will continue as long as pay is received by the employee.
6. Certification pay will continue as long as pay is received by the employee.

If a separation of employment occurs while an employee is utilizing Catastrophic Leave, the employee may not receive additional payment for Catastrophic Leave, and all unused hours will revert to the Leave Bank.

- (e) FMLA

The use of donated leave will run concurrent with FMLA leave if eligible.

(f) Ineligibility. A participating employee shall lose the right to obtain benefits from the Leave Bank by:

1. Termination of employment, including but not limited to, resignation, involuntary termination, and retirement, and/or;
2. Refusal to comply with the policies and procedures set forth in the Employee Handbook and/or this policy.
3. Exhaustion of donated leave in the Leave Bank.
4. Employee becomes permanently incapacitated, and unable to perform job duties, or return to work in a reasonable timely manner.
5. In the event of death, employee's family or heirs cannot receive any remaining donated leave. The leave will revert to the bank.
6. Employees has reached the lifetime max of 1440 hours.

7. Appeal

Appeal Process. An employee whose request for Catastrophic Leave benefits is denied by the Human Resources Department may appeal the denial to the City Manager but must do so in writing within five (5) days of receiving notification that the request was denied. The City Manager shall respond in writing to the employee within five (5) business days following the day the written appeal was received. The decision of the City Manager is final. If employee does not appeal the decision within the allotted amount of time, the last decision made will stand.

8. Tracking and Record Keeping

Human Resources will be the administrator for the Catastrophic Leave Bank balance, all related forms, and records.

- (a) Donation Requests will be turned into Human Resources during each annual open enrollment period for approval.
- (b) Any hours remaining in the Leave Bank at the end of the fiscal year on September 30th, will roll over to the next fiscal year effective October 1.
- (c) Human Resources will keep an excel spreadsheet to track all donated and granted leave bank hours, along with the roll over balance from the previous fiscal year.
- (d) After all donation forms are received and approved, Human Resources will send Payroll a Leave Bank Balance including any roll over from the previous year, along with a list of those who donated so that the hours can be deducted from each donating employee's balance effective the first payroll of the new fiscal year.
- (e)
- (f) All requests will be reviewed/approved on a first come, first approved basis.
- (g)
- (h) Hours will be granted on a per pay period bases. Hours will not be granted in sums larger than the amount needed to bring an employee up to 80 hours, for the current pay period.
- (i)
- (j) Employees (or department representative) will track use of granted Leave Bank Hours

on their timesheet. Leave Bank Hours will be placed under the “Other” column, and the words “Leave Bank” are to be noted in the comments section of each day that hours are applied.

- (k)
- (l) Timesheets for individuals receiving hours from the leave bank are to be sent to Human Resources on the last Wednesday of each pay period to be approved and forwarded to payroll. Timesheets not received in a timely manner, may hinder them being processed in time for payment to be issued.
- (m)
- (n) This process is meant to allow Human Resources to accurately track donation and use of Leave Bank Hours, and to ensure those claiming Leave Bank Hours on their timesheets have been approved, and actually awarded hours.
- (o)
- (p) Timesheets noting use of Leave Bank Hours received by Payroll that have not been approved by the Human Resources department will be sent to Human Resources for approval before processing.
- (q)
- (r) Payroll and Human Resources will compare records at least once per year and as needed should questions/concerns arise.

9. Termination of Catastrophic Leave

This policy may be revised or discontinued by the City Council at any time for any reason. Should the Council terminate this Catastrophic Leave provision only those hours previously granted prior to the council decision will be honored; pending leave bank balance.

Section 40-65 Overtime Policy and Procedures

1. Overtime Compensation.

- (a) All “nonexempt” employees shall be compensated for overtime. Until such time that sufficient funds may be budgeted, most overtime will be compensated in the form of “comp time.” i.e., compensatory time off. For every hour of approved overtime worked by a nonexempt employee, 1.5 hours of comp time shall be accrued.

The City shall comply with all fair labor, job safety and health regulations applicable to the work place. Willful violations of any of these standards are cause for disciplinary action. Employees are entitled to request a formal conference if they believe there has been an accidental or intentional violation of these policies, rules and regulations.

- (b) The City recognizes the Fair Labor Standards Act definition of “exempt” and “nonexempt” employees for the purpose of determining mandatory payment of overtime compensation. The City also recognizes while “exempt” employees may have to work beyond the standard number of hours on occasion; every effort should be made to limit the frequency with which this occurs. Exempt employees may be

given discretionary time by a Department Head in recognition of those occasions when they do work beyond the normal number of hours in a work period.

(c) All employees of the City of Rockport should keep a record of their time worked, regardless of their status as exempt or nonexempt employees. Time sheets for all nonexempt and exempt employees shall be forwarded to the Finance Department.

(d) A Department Head may review the exempt or nonexempt status of the positions within his department and recommend a change to the City Manager.

(e) All employees, except exempt employees, are eligible to receive overtime pay. Overtime when ordered for the maintenance of essential city functions, shall be allocated as evenly as possible among all employees qualified to perform the work. For all scheduled and approved time worked in excess of a regular workweek, compensation will be at the rate of one and one-half (1½) times the employee's regular base pay. Overtime pay will be paid for all time worked over forty-(40) hours per week unless such employees are exempt from overtime pay. No sick time, vacation time or seminars shall be considered when determining overtime pay. All overtime work must be clearly reflected on the employee's time records before it is allowed.

(e)(f) Exempt employees working overtime under the regulation of a grant, may be paid one and one-half (1 ½) times for those specific hours if the time worked would be in excess of 40 hours (80 hours for Police Department).

Commented [AH2]: Requested to be approved due to the Police Grants we have.

2. Compensatory Time.

(a) All eligible non-exempt employees may accrue compensatory time ("comp time") in lieu of being paid overtime compensation. Exempt employees are not eligible for comp time under this policy. All non-exempt employees are subject to a cap Eighty (80) hours. Overtime hours worked beyond the cap must be paid as overtime compensation, or flexed, as described under the Overtime Policy and Procedures section.

(b) *Eligible employees are:*.

1. Non-exempt employees who work over 40 hours in a work week.
2. Sworn law enforcement assigned to 80-hour work periods
3. Seasonal employees are eligible for overtime if they actually work over 40 hours in a work week, but they are not eligible for compensatory time.

(c) Compensatory time accrues at a rate of 1 ½ hours for every hour of overtime worked by non-exempt employees. If less than 40 hours have been actually worked during the work week (80 in 2 weeks for Police officers), compensatory time shall be paid at the rate of one hour for each hour worked. Compensatory time accruals are to be monitored by the Department and Payroll. All compensatory time used its to be documented on the employee's time sheet.

(d) An employee who has accrued compensatory time and requests use of such time

must be permitted to use the time off if it does not “unduly disrupt” the work of the department. If used compensatory time would be unduly disruptive and a satisfactory time for the employee to use the time cannot be scheduled within a “reasonable period” after the request, the department may elect to pay out the time requested by the employee in lieu of approving the request. The City may also require employees to take time off in order to reduce their accrued compensatory time. Otherwise, compensatory time off may be used the same as leave time. Comp Time can only be used if it has already been earned. It cannot be used prior to earning the comp time.

- (e) *Payment of Compensatory Time.* All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and /or compensatory time. Likewise, an employee who is either promoted, transferred, or demoted to another non-exempt position will be paid in full for any compensatory time accrued before the promotion or demotion becomes effective. Upon leaving employment with the City, a nonexempt employee will be paid for unused compensatory time at the employee’s current hourly rate.
- (f) All use of comp time must be approved by the employee’s supervisor or department head in advance. Employees who take unauthorized comp time may be subject to disciplinary action, up to and including termination.

3. Discretionary Time for Salaried Employees (Exempt).

- (a) Under the Fair Labor Standards Act, exempt employees are not eligible for overtime pay or compensatory time. These employees will sometimes be required to work more than the normal 40-hours per week without compensation due to the nature of their job duties. Supervisors of exempt employees may determine/approve discretionary time off, based on workload, for hours worked in excess of 40 hours per week.
- (b) Exempt (Salaried) employees also accrue vacation and sick leave in accordance with the applicable policies, and shall be required to use the appropriate leave to document absences from work that cannot be offset by discretionary time i.e. taking multiple days off for a vacation, or illness.
- (c) Exempt (Salaried) employees are required to turn in a time sheet each week so that the use of any leave may be documented for payroll and record keeping purposes. In weeks that no leave is used, the employee will just document the straight 40 hours.

4. Flex time.

- (a) Flex time is scheduling time off in lieu of overtime pay within the same week in which the extra hours were worked.

- (b) Flex time scheduled during the same week in which it was earned will be traded hour for hour because flex time used results in no actual overtime for the week. Department Directors and supervisors should schedule flex time where applicable for more efficient operation of the department and to minimize overtime for non-exempt employees
- (c) Adjusting Work Schedules within a workweek may be done to reduce overtime hours. Supervisors may require an employee to take a day off without pay or leave early, to offset "extra" hours worked during the same work week. For instance, if an employee works three extra hours on a Monday, the supervisor may adjust the employee's work schedule by reducing his/her work time by three hours on Tuesday.

Section 40-66 Benefits

- (a) Group Insurance.
 - (1) Insurance provided: All full-time employees and all qualified retired employees are provided with medical insurance for which an employee contribution may be required. Coverage shall begin upon acceptance of the employee by the insurance underwriter. This insurance provided for payment of hospitalization and major medical expenses up to the limits of the policy for illness and accidental injuries off the job. Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates. Any employee whose employment ends except by retirement may continue the insurance coverage up to a maximum of 18 months through COBRA. Employees who elect to continue coverage will be required to pay the entire cost of the premium.

(2) Opt-out provision: Coverage under the City's medical insurance is mandatory unless an employee is already covered by another medical insurance plan at the date of hire. In order to "opt out" employees must already be covered by another medical insurance plan at the time of hire in one of the following ways: they are on their spouse's medical insurance, on a parent's medical insurance (if they are age 26 or under), on a retiree insurance plan through a previous employer, or on medical insurance through the military. Those employees who choose this option of allowing another medical insurance provider to become their primary medical insurance shall not be eligible for payment of any of the forfeit benefits under the City of Rockport's group medical insurance, nor for reimbursement of any past contributions paid by the city for that individual's employee medical insurance.

a) Employees wishing to "opt-out" must submit proof of coverage to Human Resources at the time of employment. Employee's choosing to "opt out" can only choose to "opt in" due to a qualifying event or during open enrollment each year.

(3) Employees wishing to make any other permitted changes to their insurance coverage must still comply with the city's group medical insurance carrier's rules and regulations. Most changes can only be made due to a qualifying event or during open enrollment.

a) Qualifying Events are defined as life events that effect an employee's insurance coverage or the insurance coverage of dependents that are qualified to be enrolled in the employee's insurance plan.

b) General list of Qualifying Events: birth, legal adoption, or becoming the legal guardian of a child; death of the employee or a dependent covered by the plan; marriage; divorce; child aging out of coverage; loss of other medical insurance coverage or gaining of other medical insurance coverage for a spouse or child.

c) Any changes must be made within 30 days of the qualifying event, or the employee must wait to make the change during open enrollment.

(b) Workers' Compensation Insurance. All employees are covered by City-paid workers' compensation insurance.

(c) Retirement System. All regular employees contribute seven percent of their gross income into the Texas Municipal Retirement System (TMRS). The City matches the employee contribution on a two-for-one basis according to the experience rating given by TMRS. Employee contributions are tax deferred until the employee receives the funds either as a refund upon termination of employment or as monthly retirement benefits.

(d) Social Security Coverage. The Social Security Act provides a plan for benefits to workers and their survivors. Under this plan, the City contributes an amount equal to that paid by each employee. The contributions are made to a federal fund from which benefits are paid in the event of the employee's retirement, disability or death.

- (e) Educational Incentive. Employees who voluntarily pursue additional education or training during their off-duty hours may petition to have a portion of the tuition and book costs associated with that education or training reimbursed. In order to be eligible for reimbursement, the employee must notify the City Manager in writing that they intend to enroll in a specific training session or classes. The necessary forms can be obtained from Human Resources.

(1) With the first request for reimbursement, a Degree Plan stating the type or name of the Degree to be earned must be submitted.

(2) Upon submission of transcripts or course completion certificate and a copy of the tuition and book receipts, employees will be reimbursed based upon the following schedule:

- a) ~~Course or training session~~ If the expected Degree expected to be earned directly related to the employee's field of employment: 80%

Commented [AH3]: This would make the change requested by staff to base reimbursement on the degree and not the individual class.

- b) ~~If the expected Degree expected to be earned does not Course or training session directly related to the employee's field of employment intended to improve the overall ability, skill and performance of an employee:~~ 20%.
- c) Under no circumstances may any of the time utilized for voluntary, off duty education be construed as training time as defined by the Fair Labor Standards Act and therefore make it necessary for the City to compensate the employee.
- d) Tuition and Fee amounts eligible for reimbursement are the maximum dollar amounts charged by state university systems.

(2)(3) The employee must remain in the employment of the City of Rockport for 6 months following the issuance of their last reimbursement check. Should the employee voluntarily resign, or leave employment with the City of Rockport, before completing that 6-month period, they may be responsible for paying back all or a portion of the final reimbursement check.

- a) If an employee is required to payback any portion of their final reimbursement check, payment will be deducted from the employee's final pay check, with the understanding that the deduction will not bring the employee's final net pay to below minimum wage. Any amount not able to be deducted may be set up on a payment plan with the Finance Department to be paid in full within 6 months (180 days).

Section 40-67 Allowances and Reimbursements

- (a) The City Council may authorize the payment of an allowance to an employee. Examples of allowances may include, but not be limited to:

- (1) Car allowance.

Uniform or clothing allowance.

- (b) All employees are eligible for payment/reimbursement of job related out-of-town travel before it occurs.

- (1) Department Heads must approve out-of-town travel before it occurs.
 - (2) The City must directly benefit from the expenditure.

- (c) Eligible reimbursements include, but shall not be limited to:

- (1) Out-of-town meals: The amount paid to employees for meals are a Per Diem based on the IRS regulations for allowable travel days. The Per Diem is paid

Commented [AH4]: Need to correct numbering once changes are accepted.

before the travel days, and employees are not required to submit receipts unless an expense was charged to a City Purchasing card.

- (2) When traveling in a City vehicle or on a commercial carrier, the actual cost of travel to and from the out-of-town training, meeting or conference.
- (3) The per mile rate paid to employees of the State of Texas when a privately owned vehicle is used to travel to and from an out-of-town meeting, conference or training session.
- (4) Housing and registration costs for training sessions and conference.
- (5) Out of town parking expenses.
- (6) Certain approved expenses of the City Secretary, City Manager and Department Heads.
- (7) Long distance telephone calls charged to personal accounts only when the calls

are for the purpose of conducting official city business.

- (8) Reasonable laundry expenses when out of town trips last more than five days.
- (d) All requests for reimbursements must be approved by a Department Head, the City Manager, or the Mayor (or Mayor Pro-Tem), and the Finance department as appropriate before the reimbursement may be issued.

Section 40-68 Payroll Procedures

Commented [AH5]: Will need to fix lettering once changes are excepted.

All employees of the City shall be paid biweekly with Friday being the end of the payroll period. Departments should turn into Finance all payroll information by 10:00 a.m. the following workday. Normally employees will be paid every other Wednesday for the two-week period ending the preceding Friday. The Finance Department shall publish a yearly schedule of paydays. Department heads shall post this scheduled in a place visible by employees.

- (a) Department Heads are responsible for submitting accurate, totaled time sheets on all exempt and nonexempt employees to the Finance Department no later than 10:00 a.m. on the Monday proceeding a pay day. The payroll staff may change this as required due to holidays, vacations, etc.
- (b) Any employee who has a question about the amount paid any of the deductions from the paycheck or who wishes to change the amount of income tax withholding should consult with his or her Department Head before contacting the staff of the Finance Department
- (c) The Finance Department shall be responsible for distributing required federal income tax information forms to all employees during the month of January each year.

Section 40-69 Certification Pay

- (a) It is the policy of the City of Rockport, Texas to encourage its employees to participate in advanced training and education. Additional training is important to the employees and is an overall benefit to the operation of the City of Rockport. Levels of training and certification for the training should be recognized. It is the intent of this policy to formally establish criteria by which compensation for certificates and education may be awarded.
The purpose of this policy is to provide for uniform standards of practice and procedure.
- (b) All certification pay additions, and/or deletions must be reviewed and approved by the City Council prior to implementation. All certifications pay plans are subject to and contingent upon City Council approval of an annual budget that funds these certifications. Certification pay is provided to all eligible full-time employees as outlined in this policy.
- (c) In order to receive compensation, the certificate or other documentation must be deemed beneficial to the City as a part of the employee's work responsibilities and must not be a minimum requirement for the employee's position. Should the employee transfer to a department where certification currently held becomes applicable, the employee may then

be eligible for certificate pay. Certification pay shall be forfeited if a transfer places the employee where the certificate is not applicable.

- (d) All eligible employees are subject to a total certification and education pay cap of \$900 per month. Employees already receiving monthly certification/education pay amounts above the certification pay cap as of October 1, 2024 will be grandfathered in and allowed to keep their current certification and Education pay, but will be frozen at that amount and unable to add any further certification/education pays without first removing another. Also, providing that if those employees were ever to drop below the total \$900 cap, or are re-hired following a separation, they would then be subject to the cap.

- (e) Employees shall receive payment as outlined below:

(1) CERTIFICATE PAY:

- i. All full-time, non-exempt employees are eligible to receive pay for certifications achieved during employment with the City of Rockport beyond the minimum requirements for their position. An inventory of approved licenses and certifications will be kept by Department Heads and Human Resources. It is the sole responsibility of the employee to provide copies of licenses or certifications and to provide copies of renewals. Employees must provide evidence that licenses or certifications are current in order for compensation to be considered. If a license or certification has expired, the related compensation will stop. In no event will retroactive certification pay be awarded for changes in policy or an employee's failure to provide or maintain proof of current licenses and certifications in his/her personnel file.
- ii. If an employee acquires a higher level of a certification that they are already receiving pay for, the higher certification pay will take the place of the lower certification. No employee shall be paid for more than one level of the same certification.
- iii. All requests for license or certification pay must be done through a payroll change notice. These are to be filled out by the Department Head and signed by the City Manager. Completed forms are then submitted to the Human Resource Department.

(2) EDUCATION:

- i. All Full-time employees, both exempt and non-exempt, are eligible for Degree pay.
- ii. Certification of an obtained degree (Associates, Bachelor, Masters, PhD) through an accredited higher education facility with the course or training session directly related to the employee's field of employment. To receive education pay, the degree held must not be a minimum requirement of the position.
- iii. If an employee acquires a higher degree than what they are already receiving pay for, the higher degree pay will take the place of the lower degree. No employee shall be paid for more than one degree at a time.

- (f) For a current list of the approved Certifications approved by the City Council to receive Certification pay, and Council Approved Education pay amounts, see the APPENDIX B.

DIVISION 11. POST EMPLOYMENT

Section 40-151 **Retirement**

- (a) The City shall pay for retiree health insurance based on the number of years of service to the citizens of Rockport, as well as their age at the time of retirement. Retiree insurance will be broken into two categories, Pre-65 and Post 65. .

(1) Pre-65 Retirees:

- (a) Pre 65 retiree insurance will be paid at a percentage based on the number of years of continuous service to the City of Rockport as seen below.

Continuous Service to City	Percentage of Premium paid by City
Less than 10 years' service	0%
11 years' service	50%
12 years' service	55%
13 years' service	60%
14 years' service	65%
15 years' service	75%
16 years' service	80%
17 years' service	85%
18 years' service	90%
19 years' service	95%
20+ years' service	100%

(2) Post-65 Retiree's:

- (a) The city of Rockport will pay a contribution of \$268.08 a month of the post-65 retiree supplement plan offered by the City, as adopted by City council Ordinance 1458 which froze the amount paid by the City toward post-65 retiree insurance.
- (b) Retirees that choose to forfeit participation in City retiree insurance coverage either at time of retirement or at a later date will not be eligible to re-elect participation following termination of coverage.
- (c) Eligibility for retirement shall be predicated upon the criteria established by the Texas Municipal Retirement System.

- (d) The City elects to provide health benefits coverage to its retirees through their current insurance carrier for Pre-and Post- 65 insurance.
- (e) The City adopts the following benefit plans to be provided to its retirees through the Texas Municipal League Intergovernmental Employee Benefits Pool:
 - (1) The same medical plan(s) offered to active employees until their 65th birthday.
 - (2) Retiree Basic life insurance with the current life insurance carrier of an amount of \$2000.
 - (3) Retiree Optional Basic Life – the maximum policy amount offered by the current life insurance carrier.

(f) Final payments for vacation and sick leave are outlined in Division 7 of this Chapter.

(g) If at the time of retirement the stability payments for that fiscal year have not been made, the stability pay due to the retiree shall be included with his last paycheck.

(h) Retiree Insurance Coverage and Reimbursement Policy

Following retirement, retirees are responsible for any insurance coverage premiums not paid by the City as part of their retirement benefits package. The City will initially pay the full cost of the coverage and will subsequently bill the retiree for reimbursement of their portion.

If a retiree fails to reimburse the City in a timely manner, the following steps will be taken:

- (1) Three-Month Delinquency Notice: When a retiree becomes three (3) months behind on reimbursement payments, the City will issue a written late notice.
- (2) Final Notice and Response Period: If the retiree does not respond within thirty (30) days of the late notice or contact the City to make payment arrangements, a 30-day cancellation notice will be sent.
- (3) Termination of Coverage: If no payment or contact is made by the end of the 30-day cancellation period, the City of Rockport will terminate the coverage for which reimbursement has not been received.

Any insurance coverage fully paid for by the City will not be affected by this process.

Commented [KE1]: We have had issue with retirees falling behind on reimbursement payments to the City for additional coverage not paid covered by the City as part of their Retirement package. Currently we have very little room legally to drop their coverage based on this. Our Benefits Administrator suggested that we add this clause and then notify all retirees. This would give us better legal standing.

Section 40-152 Recommendations

All requests for references shall be referred to the Human Resources Department. The Human Resources Department may refer such requests to the City Manager if necessary. The only information that will be provided by the City to any outside source shall be:

(+)(4) Beginning and ending dates of service.

(+)(5) Last position held with the City.

Section 40-153 Closing of Records

Upon retirement, resignation or termination of an employee, the Human Resources Department shall combine scan personnel records of the individual into the digital personnel record, and destroy any hard copies in accordance with the Records Retention Schedules of the City of Rockport, and State of Texas.





AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Consideration and possible approval of an amendment to the Interlocal Cooperation Agreement with Aransas County and the Aransas County Navigation District

SUMMARY:

THIS AMENDMENT IS TO THE CONCHO STREET DRAINAGE AGREEMENT. THE INITIAL AGREEMENT STATED THAT THE NAVIGATION DISTRICT AND THE COUNTY WOULD FIND FUNDING FOR THIS ITEM. THE AMENDMENT REMOVES THE COUNTY FROM THE FUNDING OBLIGATION.

BACKGROUND:

FUNDING SOURCE:

N/A

FUNDING IMPACT:

N/A

STAFF RECOMMENDATION:

Staff Recommends approval

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. 092925 REDLINE Amended ILA - CITY OF ROCKPORT^J ARANSAS COUNTY ^0 ACND
2. 10-27-2025 ILA - Amendment Aransas CountyCORACND - 10-17-25 - APPROVED (002)

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: December 02, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG
CITY OF ROCKPORT, ARANSAS COUNTY, AND ARANSAS
COUNTY NAVIGATION DISTRICT

This AMENDMENT ("Amendment") to that certain INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into between the CITY OF ROCKPORT, TEXAS ("CITY"), ARANSAS COUNTY ("COUNTY"), and ARANSAS COUNTY NAVIGATION DISTRICT ("ACND") with each sometimes referred to herein as a "Party" or collectively as the "Parties," and each

being political subdivisions of the State of Texas, acting by and through their duly elected officials, under the terms, authority, and provisions of the laws of the State of Texas, which authorize such agreements.

WHEREAS. all Parties have executed the Agreement, but the COUNTY has requested reasonable additional conditions that are not inconsistent or prejudicial to the rights of any of the Parties but instead accommodate certain limitations or constraints to the COUNTY's participation under the Agreement;

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

1. Paragraph 4.a. of the Agreement is amended to provide:

Upon the signing of this Agreement, the COUNTY, working with each Party through the SMTC, will immediately procure and engage at its expense an independent licensed engineer (the "Engineer"), whose resulting contract shall, to the fullest extent of the law, also be subject to the terms of this Agreement, to (i) conduct a feasibility study of a stormwater discharge management solution and system that diverts and avoids the discharge of stormwater and sediment aggradation in Rockport Harbor; (ii) develop, draft, and create an optimal design for such a system (collectively, the "Proposal") that meets or exceeds any laws and/or any administrative review requirements for stormwater discharge mitigation and management;

(iii) provide any and all design specifications and construction design plans as part of the bid documents for the construction contractor; and (iv) provide construction administration services throughout the construction phase of this Agreement, including providing final

approval of the construction. The SMTC and each of the Parties shall cooperate with the Engineer to provide relevant information or other resources that might reasonably be needed

by the Engineer in the performance of its contract with COUNTY, including providing any land surveys, plats, or maps in the Parties' possession.

2. Paragraph 4.b. of the Agreement is amended to provide:

The Parties acknowledge and agree that the design and construction of this Project may be subject to administrative review by a state agency or other governing authority. If so subject, the Parties agree to engage in every good faith effort to meet any administrative review requirements, including, but not limited to, reasonably extending deadlines for performance without penalty to any Party.

Subject to the approval of any state agency or other governing authority, the SMTC and the Engineer shall present the Proposal to each of the Parties for its review and approval, which shall not be unreasonably withheld.

3. Paragraph 4.e of the Agreement is amended to provide:

Upon approval of the final agreed version of the Proposal by all Parties, the CITY, working with the SMTC, shall within one hundred-eighty (180) days procure and engage a contractor (the "Contractor"), whose resulting contract shall, to the fullest extent of the law, also be subject to the terms of this Agreement, to timely construct and install the stormwater discharge mitigation system as described in the approved Proposal upon real property owned or made available by the ACND, CITY, or COUNTY. Third-party, independent inspections of construction activities and completion shall be required and conducted, the payment of which shall be included in the construction costs of the approved Proposal. The entity responsible for selecting the third-party, independent inspector(s) shall also be identified in the approved Proposal. Any additional fees for third-party independent inspections, including those for necessary or required re-inspections, shall be borne by the Contractor. ~~The ACND or the COUNTY may secure funds to assist with the payment for this construction and installation from any lawful source. Provided all Parties have approved the Proposal, the ACND will secure funds for the payment of the construction and installation described in the Proposal from any lawful sources other than the CITY.~~ The Parties expressly agree to support one another in securing funding for any part of this Agreement, including

writing letters of support or amending contracts to allow the ACND, CITY, or COUNTY to be a named party to a contract. The Parties agree that it shall be an express condition in any construction contract that the contractor shall execute any and all payment and performance bonds in favor of any Party that contributes funds to the payment for this construction and installation and that any such Party shall also be named as an additional insured in any and all insurance policies of the contractor in the performance of their duties of this construction and installation.

4. Paragraph 5.f. is added and amends the Agreement to provide:

Cooperative Purchasing Program Agreements. If permitted, a Party may acquire any professional, construction, or inspection service necessary to this Agreement through the use of cooperative purchasing and may rely upon any other Party's membership in a purchasing cooperative program to procure the necessary and required professional, construction, or inspection services identified in this Agreement. If so requested, COUNTY, CITY, and ACND shall grant the use of its membership in any cooperative purchasing programs to any other Party to accomplish this purpose. Any Party requesting the use of another Party's cooperative purchasing program agrees to be bound to the terms of the cooperative purchasing program, including terms for contracting and payment.

5. Paragraph 5.g. is added and amends the Agreement to provide:

To the fullest extent of the law and to the extent necessary to qualify both the COUNTY and ACND as qualified applicants for relevant grants and other possible funding sources for the feasibility study, design of the Proposal, and construction and/or installation of the Proposal, the COUNTY shall permit the ACND to be a named party to the procurement and the related engagement of the Engineer.

6. No other Amendment. Except as set forth above, all other terms and conditions of the Agreement shall remain in effect. Further amendment of the Agreement shall require an additional written agreement of the Parties.

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

PASSED AND APPROVED BY ARANSAS COUNTY NAVIGATION DISTRICT on the ____ day of _____, 2025.

ARANSAS COUNTY NAVIGATION DISTRICT:

Tommy Moore, Chair

ATTEST: _____, Secretary

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the ___ day of _____,
2025.

CITY OF ROCKPORT:

Lowell ("Tim") Jayroe, Mayor

ATTEST: _____, Secretary

PASSED AND APPROVED BY ARANSAS COUNTY on the ___ day of _____, 2025.

ARANSAS COUNTY

Ray Garza, County Judge

ATTEST: _____, County Clerk

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG
CITY OF ROCKPORT, ARANSAS COUNTY, AND ARANSAS
COUNTY NAVIGATION DISTRICT

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WHEREAS, all Parties have executed the Agreement, but the COUNTY has requested reasonable additional conditions that are not inconsistent or prejudicial to the rights of any of the Parties but instead accommodate certain limitations or constraints to the COUNTY's participation under the Agreement;

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

1. Paragraph 4.a. of the Agreement is amended to provide:

Upon the signing of this Agreement, the COUNTY, working with each Party through the SMTC, will immediately procure and engage at its expense an independent licensed engineer (the "Engineer"), whose resulting contract shall, to the fullest extent of the law, also be subject to the terms of this Agreement, to (i) conduct a feasibility study of a stormwater discharge management solution and system that diverts and avoids the discharge of stormwater and sediment aggradation in Rockport Harbor; (ii) develop, draft, and create an optimal design for such a system (collectively, the "Proposal") that meets or exceeds any laws and/or any administrative review requirements for stormwater discharge mitigation and management; (iii) provide any and all design specifications and construction design plans as part of the bid documents for the construction contractor; and (iv) provide construction administration services throughout the construction phase of this Agreement, including providing final approval of the construction. The SMTC and each of the Parties shall cooperate with the Engineer to provide relevant information or other resources that might reasonably be needed

by the Engineer in the performance of its contract with COUNTY, including providing any land surveys, plats, or maps in the Parties' possession.

2. Paragraph 4.b. of the Agreement is amended to provide:

The Parties acknowledge and agree that the design and construction of this Project may be subject to administrative review by a state agency or other governing authority. If so subject, the Parties agree to engage in every good faith effort to meet any administrative review requirements, including, but not limited to, reasonably extending deadlines for performance without penalty to any Party.

Subject to the approval of any state agency or other governing authority, the SMTC and the Engineer shall present the Proposal to each of the Parties for its review and approval, which shall not be unreasonably withheld.

3. Paragraph 4.e of the Agreement is amended to provide:

Upon approval of the final agreed version of the Proposal by all Parties, the CITY, working with the SMTC, shall within one hundred-eighty (180) days procure and engage a contractor (the "Contractor"), whose resulting contract shall, to the fullest extent of the law, also be subject to the terms of this Agreement, to timely construct and install the stormwater discharge mitigation system as described in the approved Proposal upon real property owned or made available by the ACND, CITY, or COUNTY. Third-party, independent inspections of construction activities and completion shall be required and conducted, the payment of which shall be included in the construction costs of the approved Proposal. The entity responsible for selecting the third-party, independent inspector(s) shall also be identified in the approved Proposal. Any additional fees for third-party independent inspections, including those for necessary or required re-inspections, shall be borne by the Contractor. Provided all Parties have approved the Proposal, the ACND will secure funds for the payment of the construction and installation described in the Proposal from any lawful sources other than the CITY. The Parties expressly agree to support one another in securing funding for any part of this Agreement, including writing letters of support or amending contracts to allow the ACND, CITY, or COUNTY to be a named party to a contract. The Parties agree that it shall be an express condition in any construction contract that the contractor shall execute any and all payment and performance bonds in favor of any Party that contributes funds to the payment for this construction and installation and that any such Party shall also be named

as an additional insured in any and all insurance policies of the contractor in the performance of their duties of this construction and installation.

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To the fullest extent of the law and to the extent necessary to qualify both the COUNTY and ACND as qualified applicants for relevant grants and other possible funding sources for the feasibility study, design of the Proposal, and construction and/or installation of the Proposal, the COUNTY shall permit the ACND to be a named party to the procurement and the related engagement of the Engineer.

6. No other Amendment. Except as set forth above, all other terms and conditions of the Agreement shall remain in effect. Further amendment of the Agreement shall require an additional written agreement of the Parties.

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

PASSED AND APPROVED BY ARANSAS COUNTY NAVIGATION DISTRICT on the 8 day of November, 2025.

ARANSAS COUNTY NAVIGATION DISTRICT:



Tommy Moore, Chair

ATTEST: *[Signature]*, Secretary

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the ____ day of _____, 2025.

CITY OF ROCKPORT:

Lowell ("Tim") Jayroe, Mayor

ATTEST: _____, Secretary

PASSED AND APPROVED BY ARANSAS COUNTY on the 27th day of October, 2025.

ARANSAS COUNTY

[Signature]
Ray Garza, County Judge

ATTEST: *[Signature]*, County Clerk





AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: December 9, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval of the first and only reading of Ordinance 1996 authorizing the issuance of approximately \$5,100,000 in principal amount of City of Rockport Texas Tax Note, Series 2025 for (1) Planning, Constructing, Improving and Repairing Streets, Sidewalks, Bridges and Drainage Improvements, together with Right-of-Way acquisition, Traffic and Street Signalization, Landscaping, and Lighting Improvements, (2) Acquiring Equipment and Vehicles for various City departments, including the Public Works and Building & Development Department, (3) Acquiring, Constructing, Improving and Equipping Public Safety Facilities, including Police Department Facilities and Facilities for the Volunteer Fire Department, (4) Acquiring, Constructing, Improving and Equipping Wastewater Treatment Facilities and Parks and Recreational Facilities, (5) Purchasing Real Property, Materials, Supplies, Equipment, Machinery, Buildings, Land, and Right-of-Way for authorized needs and purposes related to the aforementioned capital improvements; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax; and approving and authorizing the execution of a Paying Agent/Registrar Agreement, a Purchase Letter, and all other instruments and procedures related thereto.

SUMMARY:

Consider approving Ordinance on first and only reading to issue approximately \$5,100,000 in 2025 Tax Notes to support 2025-2026 Budget.

BACKGROUND:

The 2025 Tax Notes will be used to support the attached list of projects, reimbursements, equipment, buildings and infrastructure.

FUNDING SOURCE:

Budget

FUNDING IMPACT:

Tax Notes are expected to provide about \$5.1M in capital for the 2025-2026 Budget Year and will be repaid over 7 years through I&S taxes.

STAFF RECOMMENDATION:

Staff recommends approval of first and only reading

STRATEGIC INITIATIVES:

Infrastructure: Budget Plan Ordinance

ATTACHMENTS:

1. 2025-2026 Tax Note CIP
2. Rockport 2025 Tax Note - Ordinance - 3

APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

Date: November 25, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

Project and Capital Request (CIP Projects determined by City Council & City Manager at Budget Workshop on 9/2/2025) supported via 2025 Tax Note:

*Austin Street (Engineering & Design)	\$300,000
*Enterprise Drainage	\$200,000
* <u>Bayshores</u> & Broadway Street Erosion	\$400,000
*Enterprise Street Improvements	\$450,000
*Water Street Improvements	\$400,000
*Magnolia Street Improvements	\$300,000
*Market Street Improvements	\$300,000
*Drainage RCC Holes #13 & #14	\$800,000
*Cost of Issuance	\$100,000
Total Streets, Drainage & Issuance	\$3,250,000
*Reimbursement Resolution for Rockport Volunteer Fire Department	\$670,000
*Fleet Equipment Storage Shelter	\$100,000
*Belt Press	\$500,000
*Purple Pipe to Memorial Park	\$500,000
Total	\$1,770,000
Total CIP for 2025-2026	\$5,020,000

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____ IN
PRINCIPAL AMOUNT OF *CITY OF ROCKPORT, TEXAS TAX NOTE,
SERIES 2025*; SECURING THE PAYMENT THEREOF BY
AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; AND
APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE LETTER, AND ALL
OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

DATE OF APPROVAL: DECEMBER 9, 2025

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ORDINANCE NO. ____

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PRINCIPAL AMOUNT OF *CITY OF ROCKPORT, TEXAS TAX NOTE,
SERIES 2025*; SECURING THE PAYMENT THEREOF BY
AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX; AND
APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING
AGENT/REGISTRAR AGREEMENT, A PURCHASE LETTER, AND ALL
OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

STATE OF TEXAS
COUNTY OF ARANSAS
CITY OF ROCKPORT

§
§
§

WHEREAS, the CITY OF ROCKPORT, TEXAS (the "*City*") in Aransas County, Texas, is a political subdivision of the State of Texas operating as a home rule municipality under the Constitution and laws of the State of Texas and its City Charter, which was initially approved by the voters of the City on April 2, 1983, and which has been amended from time to time, with the most recent amendments being approved by the qualified voters of the City on May 6, 2023; and

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the "*Act*"), the City Council of the City is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred to (1) planning, constructing, improving and repairing streets, sidewalks, bridges, drainage improvements, and parking structures, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements, (2) acquiring equipment and vehicles for various city departments, including the Public Works and Building & Development Department, (3) acquiring, constructing, improving and equipping public safety facilities, including Police Department facilities and facilities for the volunteer fire department, (4) acquiring, constructing, improving and equipping wastewater treatment facilities and parks and recreational facilities, (5) purchasing real property, materials, supplies, equipment, machinery, buildings, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements (collectively, the "*Projects*"), (6) pay for professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects; and (7) pay the costs of issuance of the Note.

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that an anticipation note should be issued and sold at this time to finance the Projects; and

WHEREAS, the City Council of the City deems it appropriate to adopt this Ordinance and issue the Note herein authorized as permitted by the Act; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS:

SECTION 1. AMOUNT AND PURPOSE OF THE NOTE. The Note of the City is hereby authorized to be issued and delivered in the aggregate principal amount of \$ _____ ***FOR THE PURPOSE OF (1) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES, DRAINAGE IMPROVEMENTS, AND PARKING STRUCTURES, TOGETHER WITH RIGHTS-OF-WAY ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS, (2) ACQUIRING EQUIPMENT AND VEHICLES FOR VARIOUS CITY DEPARTMENTS, INCLUDING THE PUBLIC WORKS AND BUILDING & DEVELOPMENT DEPARTMENT, (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, INCLUDING POLICE DEPARTMENT FACILITIES AND FACILITIES FOR THE VOLUNTEER FIRE DEPARTMENT, (4) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING WASTEWATER TREATMENT FACILITIES AND PARKS AND RECREATIONAL FACILITIES, (5) PURCHASING REAL PROPERTY, MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, (6) PAY FOR PROFESSIONAL SERVICES RELATED TO THE ACQUISITION, DESIGN, CONSTRUCTION, PROJECT MANAGEMENT, AND FINANCING OF THE AFOREMENTIONED PROJECTS; AND (7) PAY THE COSTS OF ISSUANCE OF THE NOTE.***

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF NOTE. (a) Each note issued pursuant to this Ordinance shall be designated **CITY OF ROCKPORT, TEXAS TAX NOTE, SERIES 2025**, and initially there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated December 15, 2025, in the denomination and principal amount of \$ _____, numbered R-1, with any note issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said note (in each case, the "***Registered Owner***").

(b) Principal of the Note shall mature and be payable in installments on the dates and in the principal installment amounts and shall bear interest at the per annum rate set forth in the following schedule:

PAYMENT DATE	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
02/15/2026		
02/15/2027		
02/15/2028		
02/15/2029		
02/15/2030		
02/15/2031		
02/15/2032		

The term “**Note**” as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance, as well as all other substitute notes and replacement notes issued pursuant hereto.

SECTION 3. INTEREST. The Note shall bear interest from the dates specified in the FORM OF NOTE set forth in this Ordinance to date of maturity at the respective rate per annum for each principal installment set forth above. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

SECTION 4. CHARACTERISTICS OF THE NOTE.

(a) *Registration and Transfer; Authentication.* The City shall keep or cause to be kept at the designated corporate trust or commercial banking office of _____ (the “**Paying Agent/Registrar**”) books or records for the registration of the transfer of the Note (the “**Registration Books**”), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and transfers as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer and delivery of a substitute Note. Registration of assignment and transfer of the Note shall be made in the manner provided and with the effect stated

in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel the paid Note or a Note surrendered for transfer. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Note in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of transfer of the Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the transferred Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all transfers of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the fifteenth business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may be redeemed prior to its scheduled maturity (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least thirty (30) days prior to any such redemption date, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in transfer or replacement for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 40 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to the Paying Agent/Registrar.

(e) On the closing date, one Initial Note representing the entire principal amount of the Note, payable in stated installments to the initial purchaser identified in Section 12 hereof, executed by manual, electronic, or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. The Paying Agent/Registrar shall insert the date of delivery and deliver the Note to the initial purchaser.

(f) The Note or any note issued in exchange therefore shall be issued in physical form in the denomination of the principal amount hereof, or the remaining principal amount outstanding if an exchange or transfer is made after a reduction in the principal amount, and may be transferred in whole, but not in part. The Bond shall not be made subject to a book-entry system of registration or transfer. The Bond shall not receive a CUSIP number.

SECTION 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

[The remainder of this page intentionally left blank.]

(a) Form of Note.

NO. R-1

PRINCIPAL AMOUNT

\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF ARANSAS
CITY OF ROCKPORT, TEXAS TAX NOTE, SERIES 2025**

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>
As shown below	December 30, 2025	As shown below

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE CITY OF ROCKPORT, TEXAS (the "***City***"), being a political subdivision and a home rule municipality of the State of Texas, for value received, hereby promises to pay, from the sources described herein, to the Registered Owner specified above, or registered assign (the "***Registered Owner***"), the principal amount from time to time unpaid and to pay interest thereon from the date of delivery of this Note as specified above, at the respective rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The principal of this Note shall mature and be paid in installments on the dates and in the amounts set forth in the table below:

PAYMENT DATE	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
02/15/2026		
02/15/2027		
02/15/2028		
02/15/2029		
02/15/2030		
02/15/2031		
02/15/2032		

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on the unpaid principal installments of this Note on February 15, 2026, and on each February 15 and August 15 thereafter to the date of maturity thereof. The last principal installment of this Note, together with accrued interest thereon to the maturity date thereof, shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity at the designated office of _____, which is the "***Paying Agent/Registrar***" for this Note.

The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Note (the "**Ordinance**") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "**Record Date**") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the designated office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE FOR THE PAYMENT of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE, DATED AS OF DECEMBER 15, 2025, IS AUTHORIZED and issued in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ **FOR THE PURPOSE (1) PLANNING, CONSTRUCTING, IMPROVING AND REPAIRING STREETS, SIDEWALKS, BRIDGES, DRAINAGE IMPROVEMENTS, AND PARKING STRUCTURES, TOGETHER WITH RIGHTS-OF-WAY ACQUISITION, TRAFFIC AND STREET SIGNALIZATION, LANDSCAPING, AND LIGHTING IMPROVEMENTS, (2) ACQUIRING EQUIPMENT AND VEHICLES FOR VARIOUS CITY DEPARTMENTS, INCLUDING THE PUBLIC WORKS AND BUILDING & DEVELOPMENT DEPARTMENT, (3) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, INCLUDING POLICE DEPARTMENT FACILITIES AND FACILITIES FOR THE VOLUNTEER FIRE DEPARTMENT, (4) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING WASTEWATER TREATMENT FACILITIES AND PARKS AND RECREATIONAL FACILITIES, (5) PURCHASING REAL PROPERTY, MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LAND, AND RIGHTS OF WAY FOR AUTHORIZED NEEDS AND PURPOSES RELATED TO THE AFOREMENTIONED CAPITAL IMPROVEMENTS, (6) PAY FOR PROFESSIONAL SERVICES RELATED TO THE ACQUISITION, DESIGN,**

CONSTRUCTION, PROJECT MANAGEMENT, AND FINANCING OF THE AFOREMENTIONED PROJECTS; AND (7) PAY THE COSTS OF ISSUANCE OF THE NOTE.

[ON FEBRUARY 15, 20__, OR ON ANY DATE THEREAFTER, the unpaid principal installments of this Note may be redeemed prior to their scheduled payment dates, at the option of the City, with funds derived from any available source, as a whole, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date of redemption.]

//OR//

[THE UNPAID PRINCIPAL INSTALLMENTS OF THIS NOTE ARE NOT SUBJECT TO REDEMPTION PRIOR TO STATED MATURITY.]

THE CITY SHALL GIVE WRITTEN NOTICE of its direction to redeem the principal installments of this Note to the paying agent/registrar and the holder of this Note by United States Mail, first-class postage prepaid, no later than 30 days prior to the redemption date.

UPON THE PAYMENT OF THE OUTSTANDING principal balance of this Note, the Paying Agent/Registrar shall note in the Registration Books the amount of such payment, the date said payment was made and the remaining unpaid principal balance of this Note.

THIS NOTE IS ISSUED AS A SINGLE, FULLY REGISTERED NOTE, without interest coupons, in the denomination of the principal amount thereof. As provided in the Ordinance, this Note may, at the request of the Registered Owner or the assignee hereof, be assigned or transferred for a like aggregate principal amount of a fully registered Note in the denomination of the principal amount hereof, or the remaining principal amount outstanding if an exchange or transfer is made after a reduction in the principal amount, without interest coupons, payable to the Registered Owner or assignees as the case may be, having the same denomination, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring or exchanging any Note will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment or transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT ANY PAYING AGENT/REGISTRAR FOR THE NOTE IS CHANGED by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Note have been performed, existed, and been done in accordance with law; that this Note is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment within the limits provided by law.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Note.

BY BECOMING THE REGISTERED OWNER OF THIS NOTE, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the electronic or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the electronic or facsimile signature of the City Secretary of the City, and has caused the official seal of the City Council of the City to be duly impressed, or placed in electronic or facsimile, on this Note.

(electronic/facsimile signature)
City Secretary
City of Rockport, Texas

(electronic/facsimile signature)
Mayor
City of Rockport, Texas

(CITY SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Note is not accompanied by an executed Registration Certificate
of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or transferred for, a Note of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers _____

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip code: _____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of
the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(c) Form of Registration Certificate of the Comptroller of Public Accounts:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST. (a) Interest and Sinking Fund; Tax Levy. A special Interest and Sinking Fund (the "*Interest and Sinking Fund*") is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City for so long as the Note or interest thereon are outstanding and unpaid. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Note. Until expended for the purposes set forth in Section 1 hereof, the proceeds derived from the sale of the Note shall be held as further security for the timely payment of the principal and interest on the Note. All ad valorem taxes levied and collected for and on account of the Note and all accrued interest and premium on the Note received by the City from the initial purchaser of the Note, if any, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Note or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, together with other moneys deposited to the credit of the Interest and Sinking Fund, to raise and produce the money required to pay the interest on the Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installment of the Note as such principal installment matures (but never less than 2% of the original principal amount of the Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while the Note or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Note, as such

interest comes due and such principal matures, are hereby pledged for such payment, within the limits provided by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Rockport, Texas Tax Note (Series 2025) Construction Fund* (herein called the "**Construction Fund**"). Proceeds from the sale and delivery of the Note (other than proceeds representing accrued interest on the Note and any premium on the Note that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Note is issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Note and the issuance of the Note. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Note, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 8. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Note was issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Note.

SECTION 9. DEFEASANCE OF NOTE. (a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "**Defeased Note**") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of

the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Note, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time that the Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of the Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for the Defeased Note the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

SECTION 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event the Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal installment amounts, maturity dates and interest rates as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and

deliver such Note in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Note issued in exchange for another Note.

SECTION 11. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION, INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City, on behalf of the City, is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in electronic or facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note. In addition, if municipal bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer. The Note shall not be assigned a CUSIP number.

SECTION 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "**Code**"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note invested for a reasonable temporary period of three (3) years or less or, in the case of a refunding bond, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Note in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of

America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "**Projects**") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For

purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

[(g) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Note as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (i) that during the calendar year in which the Note is issued, the City (including any subordinate entities) has not designated nor will designate bonds or other obligations, which when aggregated with the Note, will result in more than \$10,000,000 of "qualified tax exempt obligations" being issued; (ii) that the City reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Note is issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and, (iii) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Note will not be considered "private activity bonds" within the meaning of section 141 of the Code.]

(h) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 13. SALE OF NOTE; USE OF PROCEEDS. The Note is hereby initially sold and shall be delivered to _____ (the "**Purchaser**"), for cash for the par value thereof and no accrued interest, pursuant to a *Purchase Letter*, in substantially the form attached hereto as *Exhibit C*, which the Mayor and Mayor Pro-Tem are each hereby authorized to accept, approve all changes, and execute on behalf of the City. In satisfaction of Section 1201.022(a)(3), Texas Government Code the City Council hereby determines that the final terms of the Note as set forth in this Ordinance are in the City's best interests. The Note initially shall be registered in the name of _____.

SECTION 14. NO RULE 15c2-12 UNDERTAKING; ANNUAL FINANCIAL STATEMENTS. The City has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "**Rule**") in connection with the issuance of the Note inasmuch as the Purchaser is not acting as an "underwriter in a primary offering of municipal securities" within the meaning of the Rule. The City is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the City or the Note; however, so long as the Purchaser or its assignee is the sole Registered Owner of the Note, unless waived by the Purchaser, the City shall provide the following to the Purchaser:

(a) Audited financial statements, to be provided within 270 days after the close of each City fiscal year ending on and after September 30, 2025, and

(b) Such other financial information regarding the City as the Purchaser shall reasonably request.

SECTION 15. FURTHER PROCEDURES. The Mayor, Mayor Pro-Tem, City Manager, Finance Director, and City Secretary of the City and all other officers, employees, and agents of the City and each of them, are each hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Note. In addition, prior to the initial delivery of the Note, the Mayor, City Manager, Finance Director, City Secretary, and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, if any rating is obtained, or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Note by the Attorney General of the State of Texas. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Note while the Note is outstanding and unpaid. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 16. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owner of the Note, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Note remains outstanding except as permitted in this Section. The City may, without the consent of or notice to the Registered Owner (other than the Purchaser as long as the Purchaser is a Registered Owner, in which case the City must receive the Purchaser's prior written consent to), amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owner. The City may, with the written consent of the Registered Owner of the Note, amend, change, modify, or rescind any provisions of this Ordinance not otherwise permitted to be amended in accordance with the preceding sentence. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owner, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owner at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owner of the Note requiring the consent of the Registered Owner, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object

to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 17. DEFAULTS AND REMEDIES. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Note, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Registered Owner of the Note shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 18. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owner of the Note.

SECTION 19. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 20. SEVERABILITY. The provisions of this Ordinance are severable and if any provision or the applicability thereof to any person or circumstance is ever held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 21. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately upon adoption by the City Council.

[The remainder of this page intentionally left blank]

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKPORT, TEXAS AT A REGULAR MEETING ON THE 9th DAY OF DECEMBER, 2025,
AT WHICH MEETING A QUORUM WAS PRESENT.***

Mayor
City of Rockport, Texas

ATTEST:

City Secretary
City of Rockport, Texas

(Seal)

** ** ** ** **

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

The Paying Agent/Registrar Agreement is omitted at this point as it appears in executed form elsewhere in this Transcript of Proceedings.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's chief financial officer (the "*Responsible Person*"), which is currently the City Manager will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Note will be entered into within six (6) months of the date of delivery of the Note (the "*Issue Date*");
- (ii) monitor that at least 85% of the proceeds of the Note to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Note after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Note does not exceed an amount equal to the debt service on the Note in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Note for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Note are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Note any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Note is retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Note the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Note is outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Note is outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Note is outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Note is outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Note is outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Note and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Note. If any portion of the Note is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Note. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

FORM OF PURCHASE LETTER

*The Purchase Letter is omitted at this point as it appears
in executed form elsewhere in this Transcript of Proceedings.*



AGENDA MEMO

DEPARTMENT: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Public Works Director

MEETING DATE: December 9, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on emergency for Ordinance 1997 amending Code of Ordinances Chapter 102 'Utilities', Article D, 'Water Service', deleting the content of Division 4, 'Drought (:Contingency and Emergency Plan' and replacing said Division 4 contents by referring to and adopting a Comprehensive Drought Contingency Plan as Exhibit A, and as may be modified in the future by ordinance; repealing all other ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

The amendments incorporate required procedures for granting variances, as outlined by TCEQ, and ensure the plan meets all current regulatory requirements. Approval of the amended DCP will allow the City to maintain compliance while providing guidance for water use management during periods of drought.

BACKGROUND:

FUNDING SOURCE:

N/A

FUNDING IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the amended 2025 Drought Contingency Plan (DCP).

STRATEGIC INITIATIVES:

Ordinance

ATTACHMENTS:

1. Drought Plan Ordinance
2. 2025_Drought Contingency Plan

APPROVAL/REVIEW:

Date: December 01, 2025

Ryan Picarazzi, Public Works Director

Date: December 02, 2025

Shelley Goodwin, City Secretary

Date: December 03, 2025

Vanessa Shrauner, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ROCKPORT AMENDING CODE OF ORDINANCES CHAPTER 102 'UTILITIES', ARTICLE D, WATER SERVICE', DELETING THE CONTENT OF DIVISION 4, 'DROUGHT CONTINGENCY AND EMERGENCY PLAN' AND REPLACING SAID DIVISION 4 CONTENTS BY REFERRING TO AND ADOPTING A COMPREHENSIVE DROUGHT CONTINGENCY PLAN AS EXHIBIT A, AND AS MAY BE MODIFIED IN THE FUTURE BY ORDINANCE; REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT

That Chapter 102 'Utilities', Article II 'Water Service', Division 4 'Drought Contingency and Emergency Plan' deleted in its entirety and is hereby amended to wit.

DIVISION 4. DROUGHT CONTINGENCY AND EMERGENCY PLAN

Sec. 102-7 J. Adoption of Drought Contingency and Emergency Plan It is hereby declared that the City of Rockport (the "City") Drought Contingency and Emergency Plan, Exhibit A hereto, entitled "Drought Contingency Plan ~~2025~~-2024" and *as* it may be modified in the future by Ordinance, is adopted as the City's Drought Contingency and Emergency Plan.

Additional minor edits were made at the recommendation of TCEQ are included in the Exhibit A.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective upon adoption in an emergency by the Rockport City Council.

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

Approved on emergency on the 9th day of December 2025.

Timothy Jayroe
Mayor

Shelley Goodwin
City Secretary



Drought Contingency Plan



2025

City of Rockport Drought Contingency Plan

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- A. TCEQ 2001 Agreed Order on Freshwater Inflows to the Nueces Bay and Estuary**
- B. Reservoir Operating Plan**

City of Rockport Drought Contingency Plan

1. Introduction

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

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

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

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

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

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

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

Chapter 288 Subchapter B Rule §288.22.

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

2. Declaration of Policy and Reason

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

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

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

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

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

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

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

Lake Corpus Christi and Choke Canyon Reservoir.

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

3. Public Education

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

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

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

4. Coordination with Regional Water Planning Groups

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

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

5. Authorization

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

6. Application

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

7. Definitions

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

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

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

reflecting pools, and water gardens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Criteria for Initiation and Termination of Reservoir Drought Stages

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

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

8.1. Water Shortage Watch

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

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

8.2. Stage 1 – Mild Water Shortage

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

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

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

8.3. Stage 2 – Moderate Water Shortage

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

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

8.4. Stage 3 – Critical Water Shortage

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

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

8.5. Water Emergency

Level 1 Water Emergency

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

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

Level 2 Water Emergency

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

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

- b) Water production or distribution system limitations; or
- c) Natural or man-made contamination of the water supply source.

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

9. Drought Stage Notification

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

Notification to the Public:

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

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

Additional Notification:

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

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

10. Drought Stages, Best Management Practices Per Stage

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

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

10.1. Water Shortage Watch

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

Best Management Practices for Supply Management:

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

Water Use Conditions for Reducing Demand:

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

10.2. Stage 1 – Mild Water Shortage

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

Best Management Practices for Supply Management:

Under Stage 1, the City will:

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

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

Water Use Conditions for Demand Reduction

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

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

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

10.3. Stage 2 – Moderate Water Shortage

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

Best Management Practices for Supply Management:

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

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

Water Use Restrictions for Demand Reduction:

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

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

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

- Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, *"Water Well."*
- b) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes reclaimed water or a water source other than that provided through the City of Rockport infrastructure or done by means of hand-held hoses, or hand-held buckets.
- c) A person or entity who owns, leases or manages an outdoor swimming pool (including City-owned pools) shall begin preparation for Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.
- d) Hotels, motels, and other lodgings must offer and clearly notify guests of a "linen/towel change on request only" program.
- e) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

Optional Measures:

During Stage 2, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- a) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$3.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$1.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.4. Stage 3 – Critical Water Shortage

Target: During Stage 3, achieve a 15% or greater reduction in daily water with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the City will also do the following during Stage 3:

- Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - When hand-washing dishes, never run water continuously.
 - If you have a dishwasher appliance, use it only to wash full loads.
 - Wash only full loads in your washing machine and use the shortest cycle possible.
 - Repair leaks quickly.
 - Clean outdoor surfaces with a broom, not a hose.
 - Do not overwater in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- Irrigation of turf grass by any means shall be **prohibited at all times**.
- Drip irrigation for foundations and landscaped beds is allowed **every other week** on the designated watering schedule. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day.
- Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a faucet-filled bucket, or a watering can of five (5) gallons or less.
- Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the City Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "**Water Well.**"
- Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- A person or entity who owns, leases, or manages an outdoor swimming pool (including City-owned pools) shall have approximately 100% of the pool surface

area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.

- Operators of water parks must seek approval from the City Manager or designee prior to the filling, refilling, or adding water to water parks.
- All fountains shall only operate to circulate water in order to maintain equipment.
- Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.

Optional Measures:

During Stage 3, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

The following surcharge will be added to a customer's water bill:

- ii. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
- iii. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
- iv. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
- v. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
- vi. For wholesale customers, a surcharge of \$2.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.5. Water Emergency

Level 1 Water Emergency

In the event that the triggering criteria specified in Section 8.2 – Level 1 Water Emergency of the DCP is met, City of Rockport City Manager, or designee is hereby authorized to implement pro-rata curtailment of water supplies to all customers in accordance with Texas Water Code §11.039. The initiation of pro-rata curtailment preparations shall begin during Stage 3.

Target: During a Level 1 Water Emergency, pro-rata curtailment will be required and may start at 5% or greater reduction of total water demand, depending on the forecasted water supply conditions. Surcharges and allocations are enforceable during a Water Emergency, as described in Section 11.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- Irrigation of all landscaped areas is absolutely prohibited.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Level 2 Water Emergency

Target: During a Level 2 Water Emergency, achieve the necessary reduction in daily water demand to meet minimum system pressure requirements with the below water use restrictions. In addition, during a Level 2 Water Emergency all requirements from a Level 1 Water Emergency may be authorized under this section. Surcharges and curtailments are enforceable during a Water Emergency, as described in Section 11.

During a water emergency such as a catastrophic failure of infrastructure or cross-connection contamination, the City shall implement all necessary measures to protect public health and safety.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- Irrigation of all landscaped areas is absolutely prohibited.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Optional Measures:

During a Level 1 or Level 2 Water Emergency, the following measure is an optional water use restriction that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- a) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought stage shall be in effect.
- b) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$4.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

11. Surcharges for Drought Stages 2, 3, Water Emergency, and Service Measures

- a) General
 - 1) The surcharges established herein are solely intended to regulate and deter the use of water during a period of serious drought in order to achieve necessary water conservation. The City Council expressly finds that the drought poses a serious and immediate threat to the public and economic health and general welfare of this community, and that the surcharges and other measures adopted herein are essential to protect said public health and welfare.
 - 2) This section, and the surcharges and measures adopted herein are an exercise of the City's regulatory and police power, and the surcharges and connection fees are conservation rates intended to meet fixed costs as a result of lost revenue.
 - 3) *Following similar actions of the City of Corpus Christi and with prior Rockport City Council approval*, the City Manager or designee is authorized to determine trigger points or allocations and surcharges during Stages 2, 3, and 4 a Water Emergency.
 - 4) A customer may appeal a drought surcharge established under this Section to the City Manager or designee on grounds of unnecessary hardship, through the process outlined in Section 12.
 - 5) Drought surcharge funds will first be applied towards annual debt service as reflected in the City's operating budget to offset revenue loss due to drought conditions. Additional funds will be reported to the City Council and used to increase debt service coverage ratio.

- b) During Stage 2 the following surcharge will be added to a customer's water bill:
- I. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers' bill.
 - II. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - III. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - IV. For non-exempt large volume accounts a surcharge of \$3.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - V. For wholesale customers, a surcharge of \$1.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.
- c) During Stage 3 the following surcharge will be added to a customer's water bill:
- i. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$6.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$2.00 per 1,000 gallons volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.
- d) During a Water Emergency, the following surcharge will be added to a customer's water bill:
- I. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - II. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - III. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - IV. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - V. For wholesale customers, a surcharge of \$4.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

12. Requests for Exemptions and Variances

- a. The Director of Public Works, or designee may, in writing, grant a temporary variance to any of the provisions for water users found in this DCP upon determination that failure to grant such variance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance.
- b. A person requesting an exemption or variance from the provisions of this DCP shall file a request on City-provided application for exemption/variance with the City within 5 days after a particular drought response stage has been invoked. All request forms shall be reviewed by the Director of Public Works or designee, and shall include the following:
 - 1) Name and address of the water user(s).
 - 2) Purpose of water use.
 - 3) Specific provision(s) of the Drought Contingency Plan from which the water user is requesting relief.
 - 4) Detailed statement as to how the specific provision of the Drought Contingency Plan adversely affects the water user or what damage or harm will occur to the water user or others if water user complies with this DCP.
 - 5) Description of the exemption requested.
 - 6) Period of time for which the exemption is sought.
 - 7) Alternative water use restrictions or other measures the water user is taking or proposes to take to meet the intent of this DCP and the compliance date.
 - 8) Other pertinent information; or as required on permit application.
- c. No exemption nor variance shall be retroactive or otherwise justify any violation of this DCP occurring prior to the issuance of the exemption/variance.
- d. The Director of Public Works, or designee shall consider requests of water users for special consideration to be given as to their respective particular circumstances and is hereby authorized to, in special cases, grant such variance from the terms of this DCP if such compliance would cause an emergency condition adversely affecting the public health, sanitation, or fire protection for the public or person requesting such a variance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this DCP will result in unnecessary hardship, and so that the spirit of this DCP shall be observed and substantial justice done.
- e. Should an exception for special exception be granted, it shall be in effect from the time of granting through the termination of the then current stage, unless revoked by the Director of Public Works, or designee for noncompliance; provided, that the exemption is prominently posted on the premises within two (2) feet of the street number located on the premises.
- f. A person denied request for permit or exception from these rules may appeal the decision to the City Manager by submitting written request for appeal to the City Manager within five business days from issuance of denial. The decision of the City Manager shall be final.
- g. Violations of any permit conditions may be enforced under Section 13.

13. Enforcement

- a) A violation under this article is a Class C misdemeanor. Any person that violates any provision of this article shall be subject to a fine of not more than five hundred dollars (\$500.00) per violation per day. The culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation of this article is a strict liability offense.
- b) The commission of a violation of each provision, and each separate violation thereof, shall be deemed a separate offense, in and upon conviction thereof, shall be fined as hereinabove provided.
- c) If any person or a second person in the same household or premises is found guilty of a second violation of this article, City of Rockport shall be authorized to discontinue the water service to the premises where such violation occurs.
- d) Cases filed under this section shall be expedited and given preferential setting in municipal court before all other cases.
- e) Any person whose name is on file with the Utilities Billing Office as the customer on the water account for the property where the violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on said premises shall constitute prima facie evidence that the customer committed the violation, but said customer shall have the right to show that he did not commit the violation
- f) If any person fails to respond to a citation or summons issued for a violation of this article within the time allowed, upon receipt of notice from the director or a judge of the municipal courts, the City of Rockport is authorized to discontinue water service to the premises where such violation occurs.

14. Variances

A temporary variance for existing water uses otherwise prohibited under this DCP may be obtained through the process outlined in Section 12.

15. Severability

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this DCP are severable and, if any phrase, clause, sentence, paragraph, or section of this DCP shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this DCP, since the same would not have been enacted by the City without the incorporation into this DCP of any such unconstitutional phrase, clause, sentence, paragraph, or section.

16. Wholesale Drought Contingency Plan

16.1. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire

protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Rockport (City) adopts the following Wholesale Drought Contingency Plan (the Plan).

16.2. Public and Wholesale Customer Involvement

The Plan was adopted under the open meetings requirement of the TCEQ during the [Date], City Council meeting. *Public and wholesale customers may contact the City at (361) 790-1160.*

16.3. Wholesale Water Customer Education

The City will periodically provide wholesale customers with information about the Plan, including information about conditions under which each stage of the Plan is to be initiated or terminated and drought measures to be implemented in each stage.

This information will be distributed by providing a copy of the Plan to each wholesale water customer.

16.4. Coordination with Regional Water Planning Groups

The water service area of the City of Rockport and its wholesale water customers is located within the Coastal Bend Planning Region (Region N) and the City has provided a copy of the Plan to Region N.

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

16.5. Authorization

The City Manager, or designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. Wholesale customers are subject to the Plan under their contracts with the City. The City Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency measures as described in this Plan. The City Manager or designee shall notify the TCEQ within five (5) business days of any mandatory water use restrictions being enacted.

16.6. Application

The provisions of this Plan shall apply to all customers utilizing water provided by the City on a wholesale basis. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. The provisions of this Plan shall apply to all customers utilizing water provided by the City on a wholesale basis. Every wholesale water contract entered into, renewed or modified after official adoption of this Plan (by either ordinance, resolution, or tariff) shall include language relating to the City of Rockport Water Conservation Plan and Drought Contingency Plan, adopted under [Ordinance] to impose similar restrictions, surcharges or rationing measures on their customers.

To the extent of its legal authority, the City of Rockport shall require its wholesale customers to implement outdoor watering restrictions similar to those of the City for each drought stage. The City requires that any contract for the resale of water furnished to wholesale water contractors shall contain a similar condition.

16.7. Triggering Criteria for Initiation and Termination of Drought Stages

The City Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought stages will be made by email, mail, or telephone. The news media will also be informed by the City of Rockport.

The triggering criterion to be monitored for determining drought response stages is the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi. The combined storage levels selected are based on the TCEQ 2001 Agreed Order on Freshwater Inflows to the Nueces Bay and Estuary (amended April 17, 2001). See Appendix A. The triggering criteria in this section are minimum standards for initiation and maximum standards for termination, and the City Manager, or designee, can initiate or terminate each stage when conditions warrant.

(a) Water Shortage Watch

Trigger for initiation: The City will recognize that a mild water shortage condition exists when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi have fallen below 50%.

Trigger for termination: The Water Shortage Watch may be terminated when the combined storage level of Choke Canyon Reservoir and Lake Corpus Christi increases above 50% for 15 consecutive calendar days.

(b) Stage 1– Mild Water Shortage

Trigger for initiation: The City will recognize that a mild water shortage watch exists when the combined storage levels of Choke Canyon and Lake Corpus Christi decline below 40%

Trigger for termination: Stage 1 of the Plan may be rescinded when the combined storage level increases above 50%. The City will notify its wholesale customers and the media of the termination of Stage 1 in the same manner as the notification of initiation of Stage 1.

(c) Stage 2 – Moderate Water Shortage

Trigger for initiation: The City will recognize that a moderate water shortage condition exists when the combined storage levels decline below 30%.

Trigger for termination: Stage 2 of the Plan may be rescinded when the combined storage level increases above 40%. Upon termination of Stage 2, Stage 1 becomes operative. The City will notify its wholesale customers and the media of the termination of Stage 2.

(d) Stage 3 – Critical Water Shortage

Trigger for initiation: The City will recognize that a critical water shortage condition exists when the combined storage levels decline below 20%.

Trigger for termination: Stage 3 of the Plan may be rescinded when the combined storage level increases above 30%. Upon termination of Stage 3, Stage 2 becomes operative. The City will notify its wholesale customers and the media of the termination of Stage 3.

(e) Water Emergency

Level 1 Water Emergency

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

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

Level 2 Water Emergency

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

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

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

16.8. Drought Stages

The City Manager, or designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section 16.7, shall determine that a mild, moderate, or critical, or a water emergency exists and shall implement best management practices accordingly.

For water contracts between the City and wholesale customers with specific reductions based on stage, wholesale water customers are to implement measures to achieve water use reduction targets specified in the contract. For other contracts, required adoption of a Drought Contingency Plan should strive to achieve the water use reduction targets for each drought stage presented in the following table. Further discussion on best management practices and implementation practices associated with each stage is described below.

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

Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will *voluntarily* coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized, including leakage from gates or outlet works.
- The City will encourage each wholesale water customer to utilize alternative water sources *voluntarily* such as interconnections with another water system, temporary use of a water supply other than from the City's system, or use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate voluntary measures to reduce water use.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 1 – Mild Water Shortage

Target: Achieve a 5% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized.
- The City will encourage each wholesale water customer to use reclaimed water for non-potable purposes.

Water Use Measures for Reducing Demand:

- The City Manager, or designee, will initiate contact with wholesale water customers to discuss water supply and/or demand and the possibility of pro rata curtailment of water diversions and/or deliveries.
- The City Manager, or designee, will request wholesale water customers to initiate mandatory measures to reduce non-essential water use (e.g.

- implement Stage 1 of the customer's drought contingency plan).
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 40 % of its conservation pool volume, and that Stage 1 has been declared.
- The City will recommend that operators post information to the public regarding Stage 1 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Stage 2 – Moderate Water Shortage

Target: Achieve a 10% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized.
- The City will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the City's system, use of reclaimed water for non-potable purposes, etc.

Water Use Measures for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 2 of the customer's drought contingency plan).
- The City Manager, or designee, will initiate preparations for the implementation of pro rata curtailment of water diversions and/or deliveries in accordance with Texas Water Code §11.039 by preparing a monthly water usage allocation baseline for each wholesale customer according to procedures specified in 16.9 of the Plan.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 30 % of its conservation pool volume, and that Stage 2 has been declared.
- The City will recommend that operators post information to the public regarding Stage 2 of the Drought Contingency Plan and possible boating safety hazards due

to decreasing Reservoir levels.

Stage 3 – Critical Water Shortage

Target: Achieve a 15% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized, including leakage from project gates.
- The City will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the City's system, use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 3 of the customer's drought contingency plan).
- The City Manager, or designee, will initiate pro rata curtailment of water diversions and/or deliveries for each wholesale customer according to the procedures specified in Section 16.9 of the Plan in accordance with Texas Water Code §11.039.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 20% of its conservation pool volume and that Stage 3 has been declared.
- The City will recommend that operators post information to the public regarding Stage 3 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Water Emergency

Whenever a Level 1 or Level 2 Water Emergency exists as defined in Section 16.7 of the Plan, the City Manager, or designee, shall:

- Assess the severity of the problem and identify the actions needed and the time required to solve the problem.
- Contact the utility director or other responsible official of each wholesale water customer by telephone, email, or in person to provide information on severity of water supply and/or demand conditions and request that the wholesale water customer initiate mandatory measures to reduce water consumption as appropriate (e.g., notification of the public to reduce water use until service is

- restored).
- If appropriate, notify city, county, and/or state emergency response officials for assistance.
- Undertake necessary actions, including repairs and/or clean-up as needed.
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions

16.9. Pro Rata Water Allocation

In the event that the triggering criteria specified in Section 16.7 of the Plan, the City Manager, or designee, is hereby authorized to implement allocation of water supplies on a pro rata basis to raw water and treated wholesale customers in accordance with Texas Water Code §11.039. The initiation of pro rata allocation preparations shall begin during Stage 2. A provision will be included in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code §11.039.

- a. A raw water or wholesale treated water customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the City Council based on the San Patricio Municipal Water District's allocation to the City and the City Manager or designee's assessment of the severity of the water shortage and the need to curtail water diversions and deliveries and may be adjusted periodically by resolution of the City Council as conditions warrant. Once pro-rate allocation is in effect, water diversions by or deliveries to each raw water or wholesale treated water customer shall be limited to the allocation established for each month.
- b. A monthly water usage allocation shall be established by the City Manager, or designee, for each raw water or wholesale treated water customer. The raw water or wholesale treated water customer's water usage baseline will be computed on the average water usage by month for the previous five-year period. If the raw water or wholesale treated water customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.
- c. The City Manager or designee shall provide notice, by certified mail, to each raw water or wholesale treated water customer informing them of their monthly water usage allocations and shall notify the news media and the Executive Director of the Texas Commission on Environmental Quality upon initiation of pro-rate water allocation.
- d. Upon request of the raw water or wholesale treated water customer or at the initiative of the City Manager or designee, the allocation may be reduced or increased if:
 - a. The designated period does not accurately reflect the raw water or wholesale treated water customer's normal water usage.
 - b. The customer agrees to transfer part of its allocation to another raw water or wholesale treated water customer; or
 - c. Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established under this section to the City Council of the City of Rockport.

16.10. Pro Rata Surcharges and Enforcement

During any period when pro-rate allocation of available water supplies is in effect, wholesale customers shall pay the following surcharges on excess water diversions:

- 2.0 times the normal water rate per unit in excess of the monthly allocation up through 5% above the monthly allocation.
- 2.5 times the normal water rate in excess of the monthly allocation from 5% through 10% above the monthly allocation.
- 3.0 times the normal water rate in excess of the monthly allocation from 10% through 15% above the monthly allocation.
- 3.5 times the normal water rate more than 15% above the monthly allocation.

16.11. Request for Exemptions and Variances

The Director of Public Works, or designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of this water supply shortage or other condition for which the Plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Director of Public Works, or designee within 5 days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the Director of Public Works, or designee, and shall include the following:

- a. Name and address of the petitioner(s).
- b. Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- c. Description of the relief requested.
- d. Period of time for which the variance is sought.
- e. Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- f. Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City.

- a. Variances granted shall include a timetable for compliance with allocation requirements.

- b. Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance

16.12. Severability

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

16.13. Reservoir System Operating Plan

Because all of the wholesale customers rely on the reservoir systems for their supplies, they are subject to the Reservoir Operating Plan. A copy of this is included.



APPENDIX A



APPENDIX B



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: December 9, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-50R authorizing Professional Service Provider selection for Capital Improvement Projects funded and administered through the General Fund for the Fiscal Year 2025/2026 Street Improvements.

SUMMARY:

During the FY 2025/2026 budget process, a list of Capital Improvement Projects (CIP) was approved for the current fiscal year, including improvements to Market Street, Magnolia Street, Water Street, and Enterprise Boulevard. Staff issued a Request for Qualifications on October 16, 2025, with responses due by November 14, 2025, and received ten submissions from engineering firms. A review committee—consisting of Jeff Olson, Assistant Director of Public Works; Pete Cantu, Street Production Supervisor; and Clayton Valchar, Street Crew Leader—evaluated and scored all submissions using the established Rating Sheet. Based on the final scores, Pape-Dawson ranked highest. Staff now requests approval to enter into negotiations with Pape-Dawson for engineering services associated with the street improvements previously approved in the FY 2025/2026 CIP Program.

BACKGROUND:

FUNDING SOURCE:

General Fund - Capital Improvement Projects

FUNDING IMPACT:

General Fund

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2025 - R?? of the City of Rockport, Texas, authorizing Professional Service Provider selection for Capital Improvement Projects funded and administered through the General Fund for the Fiscal Year 2025/2026 Street Improvements.

STRATEGIC INITIATIVES:

CIPResolution

ATTACHMENTS:

1. Resolution for RFQ Engineer

2. RFQ Engineer - Bids Received

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

RESOLUTION No. 2025 - _____

**A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS,
AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S)
SELECTION FOR CAPITAL IMPROVEMENT PROJECTS FUNDED
AND ADMINISTERED THROUGH THE GENERAL FUND FOR THE
FISCAL YEAR 2025/2026 STREET IMPROVEMENTS.**

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

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

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That Pape-Dawson be selected to provide project-related professional engineering services for the FY 2025/2026 Capital Improvement Projects for Street Improvements.
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on a successful negotiation of a contract with the service provider.

PASSED and APPROVED on this 12th day of January 2025.

CITY OF ROCKPORT:

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

RFQ Scores for FY 25/26 CIP Engineering Street Projects

Published: October 16, 2025

Due date: November 14, 2025, 2:00 p.m.

Date/Time Received	Name	Contact Information	Avg Pts	
11/1/2025 1:30 PM	Meta Engineering, LLC	13438 Bandera Rd, Ste 104 Helotes, TX 78023	87.67	7
11/13/2025 8:30 AM	Bain Medina Bain Inc	7073 San Pedro Ave San Antonio, TX 78216	87.00	8
11/13/2025 9:10 AM	J. Scharz & Associates, Inc.	P.O. Box 60733 Corpus Christi, TX 78466	91.67	3
11/14/2025 8:15 AM	LAN Lockwood, Andrews, & Newnam, Inc.	500 N. Shoreline Blvd., Ste 905 Corpus Christi, TX 78401	92.00	2
11/14/2025 9:23 AM	Pape-Dawson	807 N. Upper broadway, Ste 103 Corpus Christi, TX 78401	92.33	1
11/14/2025 10:10 AM	Hanson	4501 Gollihar Rd Corpus Christie, TX 78411	88.67	5
11/14/2025 11:35 AM	LJA	5350 S. Staples St, Ste 425 Corpus Christie, TX 78411	88.67	5
11/14/2025 12:00 PM	RRP Consulting Engineers, LLC	5400 N. 10th Street McAllen, TX 78504	83.00	9
11/14/2025 12:23 PM	DCCM	2725 Swantner Dr Corpus Christi, TX 78404	80.00	10
11/14/2025 1:07 PM	Ardurra Group, Inc.	801 Navigation Blvd, Ste 200 Corpus Christi, TX 78408	90.67	4

Committee Members:

Jeff Olson, Asst. Director of Public Works

Pete Cantu, Street Production Supervisor

Clayton Valchar, Street Crew Leader



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Request to rezone the property located at 3481 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District) currently zoned R-1 (1st Single Family Dwelling District).

i. Presentation by staff

ii. Presentation by requestor

iii. Public Hearing to receive comments in favor of or against the request.

iv. Consider the approval on the first of two readings Ordinance 1998 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (Single Family Dwelling District) for property located at 3481 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

Property owners C&F Land Development, LLC, represented by Mr. Mark Orozco, is requesting to rezone this property, which fronts Highway 35 Bypass from R-1 (Single Family Dwelling District) to B1 (General Business District) for future commercial development. The B-1 zoning is in compliance with the Future Land Use Map.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

The Planning and Zoning Commission, by unanimous vote, recommend to City Council approval of this request to change the zoning of land from R-1 (1st Single Family Dwelling District) for property located at 3481 SH 35 Bypass: also known as S3095 JS&R ACRES BLK 1 LOT 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District).

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Ordinance - 3481 SH 35 Bypass
2. StaffReportPH-3481 SH 35 Bypass
3. Rezone Application_3481 SH 35 Bypass
4. Pictometry_3481 SH 35 Bypass
5. Zoning Map_3481 SH 35 Bypass
6. Future Land Use Map_3481 SH 35 Bypass
7. PH_3481 SH 35 Bypass
8. RETURNED RESPONSES - Public Notices
9. Public Mailout List _3481 SH 35 Bypass

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: November 26, 2025

Kimberly Henry, Assistant to the City Manager

Date: November 27, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED 3481 SH 35 BYPASS; ALSO KNOWN AS S3095 JS&R ACRES BLK 1 LOT 2D, 2E & 2F 3.4055 ACRES, TO B-1 (GENERAL BUSINESS DISTRICT), REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On November 6, 2025, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 7, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 6, 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 December 1, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 1, 2025, the Planning & Zoning Commission did meet and said Commission voted with a vote of [REDACTED] to recommend to the City Council to **Approve / Deny** this request to re-zone property, located at 3481 SH 35 Bypass, to B-1 (General Business District); and

WHEREAS, on December 9, 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 current zoning of land located at 3481 SH 35 Bypass, City of Rockport, Aransas County, Texas: be changed from R-1 (1st Single Family Dwelling District) to B-1 (General Business District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 9th day of December, 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 _____ 2026.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

STAFF REPORT

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

**PROPERTY ADDRESS/LOCATION**

BLK 1 LOT 2D, 2E & 2F 3.4055 Acres
 Property ID: 8823321

APPLICANT/PROPERTY OWNER

C&F Land Development LLC, Owner

PUBLIC HEARING DATE

P&Z – Monday, December 1, 2025
 CC – Tuesday, December 9, 2025

P&Z DATE

P&Z – Monday, December 1, 2025

CITY COUNCIL DATE(S)

1st Reading – Tuesday December 9, 2025
 2nd Reading – Tuesday, January 13, 2026,

BRIEF SUMMARY OF REQUEST

Property owners C&F Land Development LLC, represented by Mr. Mark Orozco, are requesting to rezone this property, which fronts Highway 35 Bypass to B1 (General Business District) for future commercial development. The B-1 zoning is in compliance with the Future Land Use Map.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 6, 2025, edition and mailed out to forty-eight (48) property owners within a 200-foot radius of the property. Two (2) letters For and none Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R1 – 1 st Single Family Dwelling District	Undeveloped Land	N – R1 (1 st Single Family Dwelling District) S – R1 (1 st Single Family Dwelling District) E – N/A – Highway 35 Bypass W – R1 (1 st Single Family Dwelling District)	No Improvements	3.4055 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Commercial Use

PROPERTY HISTORY

Vacant Land

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

- A. REQUESTING: Rezoning ☒ Conditional Permit ☐
Planned Unit Development (P.U.D.) by Conditional Permit ☐
- B. ADDRESS AND LOCATION OF PROPERTY 3481 SH. 35, Rockport TX
Located south of FM 3036 and north of FM 2165 (Prop ID 88-2321) 78382
- C. CURRENT ZONING OF PROPERTY: 1st Single Family Dwelling District (R-1)
- D. PRESENT USE OF PROPERTY: Vacant
- E. ZONING DISTRICT REQUESTED: B-1 General Business District
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies) JS & R Acres
- Lot or Tract 2D, 2E, & 2F Block 1 (Vol 7 p 197)
 - 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) N/A
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 3.41 acres
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
DEED 388741
Rezone from R-1 to B-1 for resale for
future Commercial development of lots along S.H 35

K. OWNER'S NAME: (Please print) C.F. Land Development, LLC
ADDRESS: 5525 S. Staples St. Suite B2
CITY STATE ZIP CODE: Corpus Christi, TX. 78411
PHONE NO: 361-993-0808

L. REPRESENTATIVE: (If Other Than Owner) MARK OROZCO
ADDRESS: 11525 SASPAMCO CREEK
CITY, STATE, ZIP CODE: Corpus Christi, TX. 78410
PHONE NO: 361-548-2007

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

M. FILING FEE:

☒ REZONING	\$150.00 + \$10.00 PER ACRE	\$180.00
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: _____

Mark G. Orozco

(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803809157 10/26/2020
Document #: 1004017340002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

C&F Land Development LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Laura Ferreira

C. The business address of the registered agent and the registered office address is:

Street Address:

5525 S Staples St Ste B2 Corpus Christi TX 78411

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member 1: **Patricia Cardenas**

Title: **Managing Member**

Address: **5525 S Staples St Ste B2 Corpus Christi TX, USA 78411**

Managing Member 2: **Laura Ferreira**

Title: **Managing Member**

Address: **5525 S Staples St Ste B2 Corpus Christi TX, USA 78411**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Sonia Becerra **1000 N. West St. Suite 1200, Wilmington, DE 19801**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Sonia Becerra

Signature of Organizer

FILING OFFICE COPY

CLERK'S FILE NO. #387044

RE- PLAT OF:

LOTS 2A, 2B, 2C, 2D, 2E, & 2F, BLOCK 1

JS AND R ACRES SUBDIVISION

ARANSAS COUNTY, TEXAS

**BEING A REPLAT OF BLOCK 1, LOT 2, JS AND R ACRES SUBDIVISION, RECORDED
IN VOLUME: 6, PAGE: 293, MAP RECORDS OF ARANSAS COUNTY, TEXAS.**

**DATE OF PLAT: OCTOBER 12, 2021
DATE FILED: NOVEMBER 03, 2021
TIME FILED: 1:15 P.M.**

VOLUME: 7, PAGES: 187

**OWNERS: C & F LAND DEVELOPMENT, LLC
WEST COAST HOMES, LLC**

**FILED BY: GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC
FOR: TEXAS GEO TECH LAND SURVEYING, INC**

Aransas CAD

387044

Property Search Results > 8818686 JS & R GROUP LLC for Year 2021

Tax Year: 2021

Property

Account

Property ID:	8818686	Legal Description:	S3095 JS&R ACRES BLK 1 LOT 2
Geographic ID:	6430-000-219-010	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:	B 1		
Property Use Description:	GENERAL BUSINESS DISTRICT		

Location

Address:	3547 S H 35 BYPASS ROCKPORT, TX 78382	Map ID:	A-7
Neighborhood:			
Neighborhood CD:			

Owner

Name:	JS & R GROUP LLC	Owner ID:	124104
Mailing Address:	302 OLYMPIC DR ROCKPORT, TX 78382-6832	% Ownership:	100.0000000000%
		Exemptions:	

Tax Due

There is currently No Amount Due on this property.

Questions Please Call (361) 729-9733

Website version: 1.2.2.33

Database last updated on: 11/2/2021 10:05 PM

*Filed by: Griffith & Brundrett
Surveying & Engineering Inc.
For: Texas GEO TECH Land
Surveying Inc.*

VOL: 7 Pg: 187

FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS

AT 2:11 P.M.

NOV 03 2021 INDEXED

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was
FILED on the date and at the time affixed hereon by me and was duly RECORDED in
the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS
as stamped hereon by me.



Carrie Arrington
CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTITION DEED

Date: December 20th 2021

First Party: C&F LAND DEVELOPMENT LLC

First Party's Mailing Address: 5525 S. Staples Street, Suite B2, Corpus Christi, TX 78411

Second Party: WEST COAST HOMES LLC

Second Party's Mailing Address: 5701 Ocean Drive, Corpus Christi, Texas 78412

Consideration: The partition effected hereby.

Partition of Share Number One

Share Number One Property (including any improvements):

Lot Nos. Two D (2D), Two E (2E) and Two F (2F), JS & R ACRES, Aransas County, Texas, according to the plat thereof recorded in Volume 7, Page 187, Plat Records, Aransas County, Texas.

Reservations from Share Number One Conveyance: None.

Exceptions to Share Number One Conveyance and Warranty:

Deed of Trust dated July 21, 2021, recorded at Document No. 384560, Official Public Records of Aransas County, Texas, executed by Mortgagor and C&F LAND DEVELOPMENT LLC in favor of AMERICAN BANK, N.A. securing a note described therein in the principal sum of \$193,800.00.

This conveyance is subject to all lawful restrictive covenants and easements, if any, of record in the office of the County Clerk of the County in which said land is located and presently in force and affecting said land. There is also excepted herefrom all oil, gas and other minerals, if any, heretofore conveyed to others or reserved by Mortgagor's predecessors in title as shown by the records of said Clerk.

First Party shall have and possess in severalty the Share Number One Property, and Second Party, for the Consideration and subject to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty, grants and conveys to First

Party the Share Number One Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs and successors to warrant and forever defend all and singular the Share Number One Property to First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty.

First Party releases Second Party from any claim or lien for owelty.

Partition of Share Number Two

Share Number Two Property (including any improvements):

Lot Nos. Two A (2A), Two B (2B) and Two C (2C), JS & R ACRES, Aransas County, Texas, according to the plat thereof recorded in Volume 7, Page 187, Plat Records, Aransas County, Texas.

Reservations from Share Number Two Conveyance: None.

Exceptions to Share Number Two Conveyance and Warranty:

Deed of Trust dated July 21, 2021, recorded at Document No. 384560, Official Public Records of Aransas County, Texas, executed by Mortgagor and C&F LAND DEVELOPMENT LLC in favor of AMERICAN BANK, N.A. securing a note described therein in the principal sum of \$193,800.00.

This conveyance is subject to all lawful restrictive covenants and easements, if any, of record in the office of the County Clerk of the County in which said land is located and presently in force and affecting said land. There is also excepted herefrom all oil, gas and other minerals, if any, heretofore conveyed to others or reserved by Mortgagor's predecessors in title as shown by the records of said Clerk.

Second Party shall have and possess in severalty the Share Number Two Property, and First Party, for the Consideration and subject to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty, grants and conveys to Second Party the Share Number Two Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs and successors to warrant and forever defend all and singular the Share Number Two Property to Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty.

Second Party releases First Party from any claim or lien for owelty.

Executed by both parties effective as of the date first above written.

C&F LAND DEVELOPMENT LLC

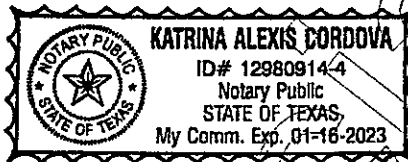
By: [Signature]
Laura Sorzano Ferreira, Member

By: [Signature]
Maria Patricia Cardenas, Member

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 20th day of December, 2021,
by Laura Sorzano Ferreira, Member of C&F LAND DEVELOPMENT LLC, a Texas limited
liability company, on behalf of said company.



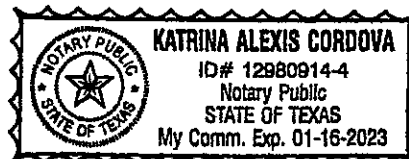
[Signature]
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 20th day of December, 2021,
by Maria Patricia Cardenas, Member of C&F LAND DEVELOPMENT LLC, a Texas limited
liability company, on behalf of said company.

[Signature]
Notary Public, State of Texas



388741

WEST COAST HOMES LLC

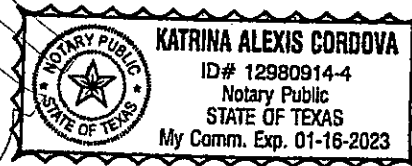
By 
Alberto Ayala
Manager

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 20th day of December, 2021,
by Alberto Ayala, Manager of WEST COAST HOMES LLC, a Texas limited liability company,
on behalf of said company.


Notary Public, State of Texas



RETURN TO:
American Bank, N.A.
P.O. Box 6469
Corpus Christi, Texas 78466-6469

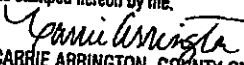
4/38 ✓
FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS
AT 1:00 P. M.

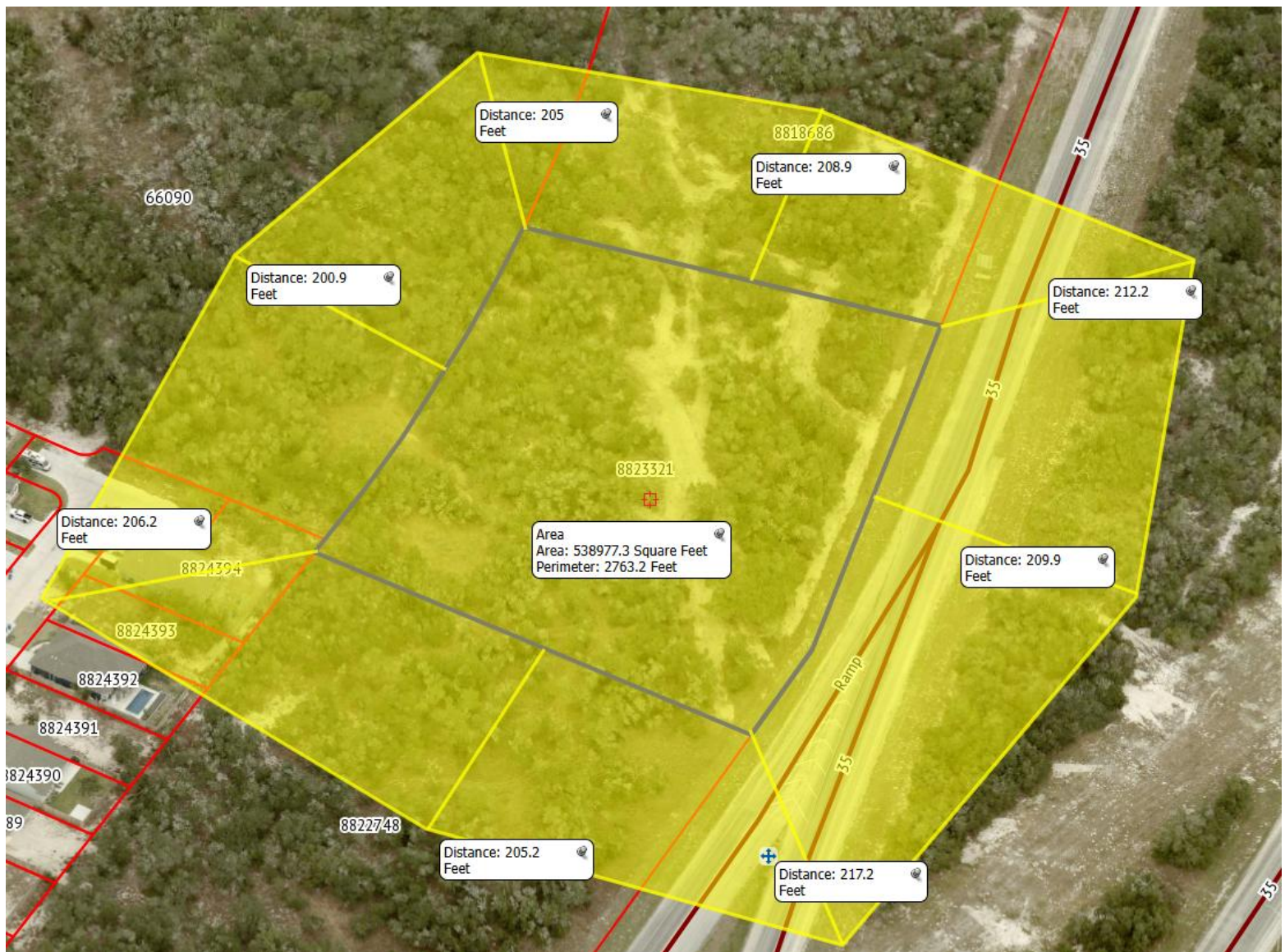
JAN 21 2022

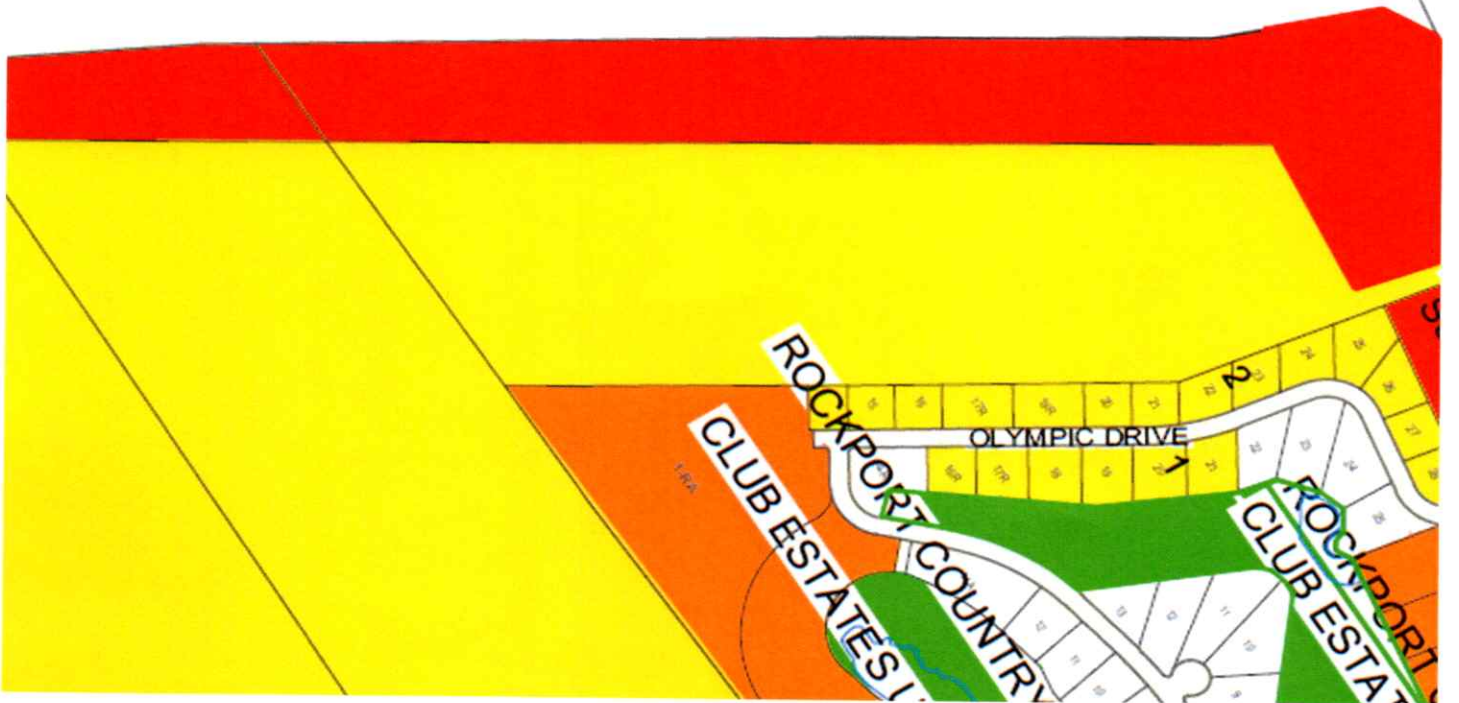
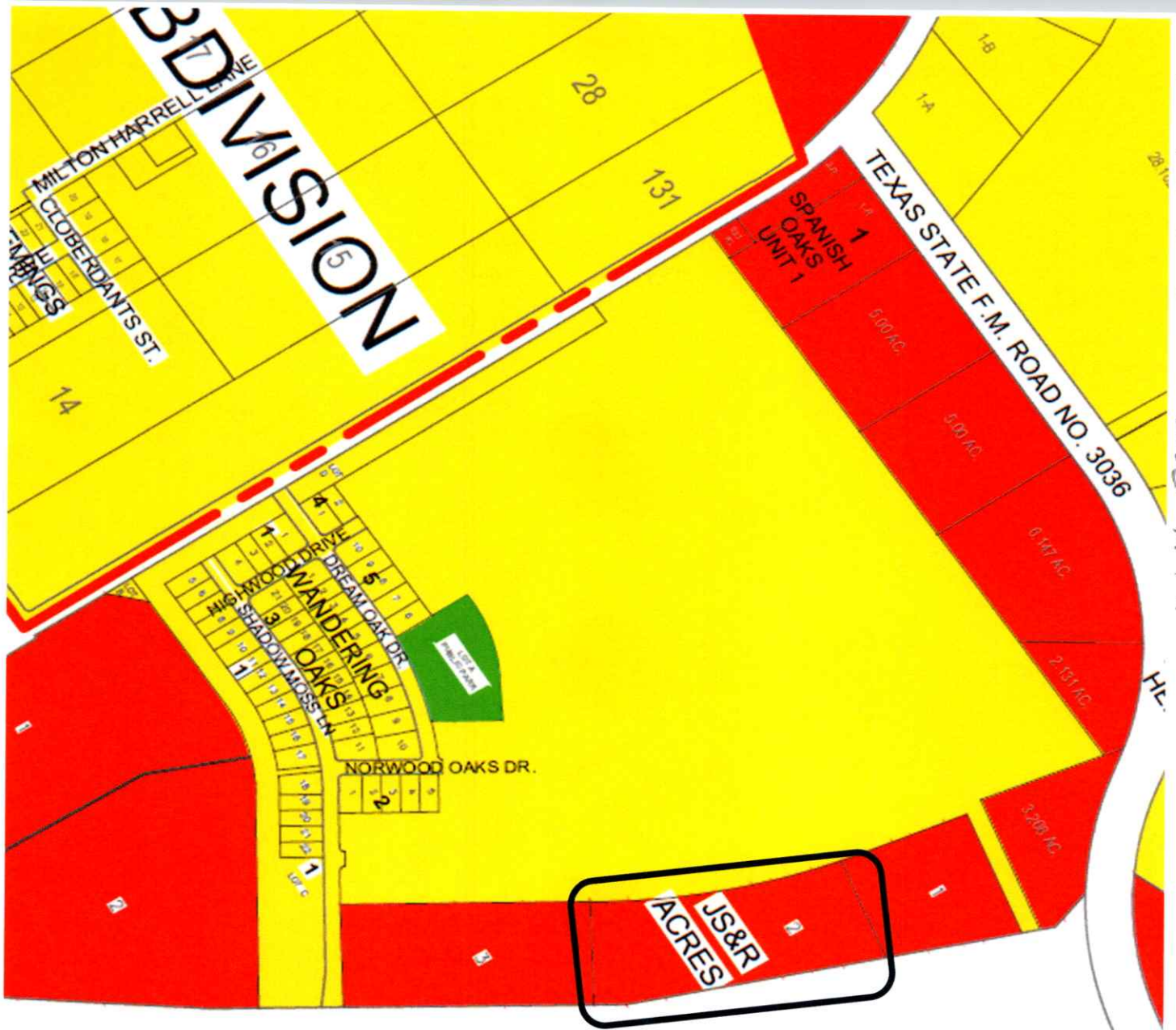
INDEXED

STATE OF TEXAS - COUNTY OF ARANSAS I hereby certify that this instrument was
FILED on the date and at the time affixed hereon by me and was duly RECORDED in
the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS
as stamped hereon by me.




CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS







PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 1, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request to rezone property located at 3481 SH 35 Bypass; also known as S3095 JS&R ACRES BLK 1 LOT 2D, 2E & 2F 3.4055 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), currently zoned R-1 (1st Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of December 1, 2025, and the City Council Agenda of December 9, 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 6th day of November, 2025 on the bulletin board at the Rockport Service Center, 2751 SH 35 Bypass and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* on Thursday, November 6, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development



PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

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

CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: Albert Ayala / West Coast Homes LLC.
Address: 5701 Ocean Dr. Corpus Christi City/State: TX, 78412

☒ IN FAVOR () IN OPPOSITION

Phone: 361 510-6172

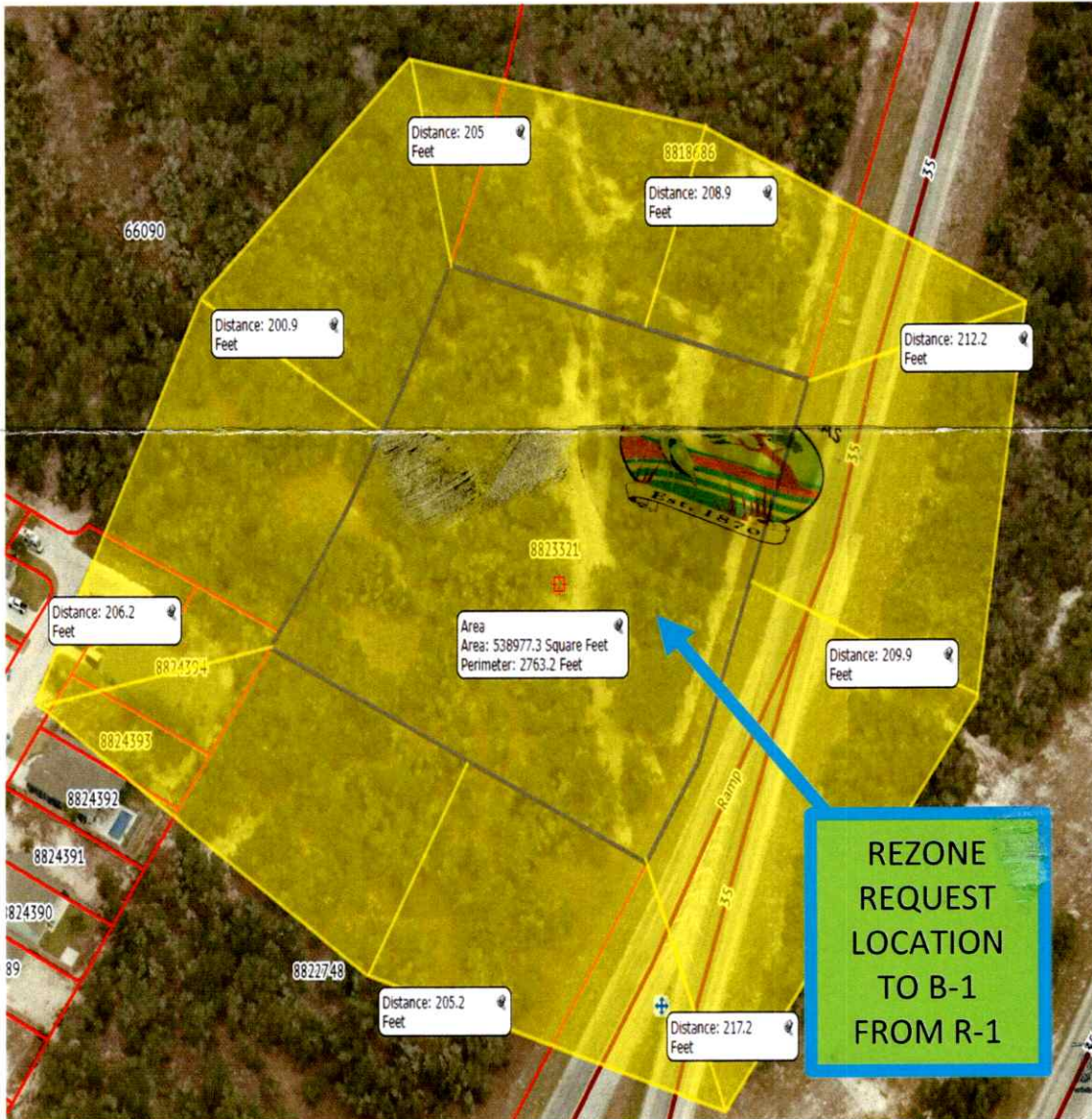
REASON:

Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.

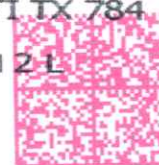


City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI TX 784

17 NOV 2025AM 2 L

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES

ZIP 78382 \$ 000.74⁰
02 7H
0006090064 NOV 07 2025

West Coast Homes LLC
5701 Ocean Dr
Corpus Christi, TX 78412

SITUS ADDRESS: 3525 S H 35 Bypass

78412-284701





PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

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CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: C&F Land Development, LLC / Laura S. Ferreira
Address: 5525 S Staples St, Ste B2 City/State: Corpus Christi, TX. 78411

(☒) IN FAVOR () IN OPPOSITION

Phone: (361) 993-0808

REASON:

Signature

See map on reverse side.

(Subject property indicated by a blue border. Notice area indicated in yellow.)

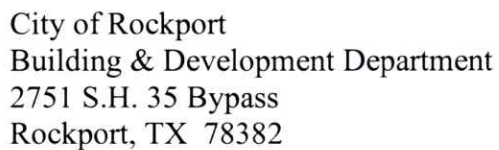


Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at **361-790-1125, ext. 226.**



17 NOV 2025AM 2 L



ZIP 78382 \$ 000.74⁰
02 7H
0006090064 NOV 07 2025

C & F Land Development LLC
5525 S Staples St STE B2
Corpus Christi, TX78411

SITUS ADDRESS: 3481 S H 35 Bypass

78411-535022



<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>
8823321	C & F Land Development	3481 SH 35 Bypass	5525 S Staples St STE B2	Corpus Christi	TX	78411
8818686	West Coast Homes LLC	3525 SH 35 Bypass	5701 Ocean Dr	Corpus Christi	TX	78412
66090	Avisa Developers LLC	Rockport, TX	213 Country Club Blvd	Portland	TX	78374
8824394	Jeremy Simmons	150 Broad Oak Dr	150 Broad Oak Dr	Rockport	TX	78382
8824393	Hogan Building Company	146 Broad Oak Dr	P O Box 2487	Corpus Christi	TX	78403
8824392	Grant and Stephanie Tayl	142 Broad Oak Dr	142 Broad Oak Dr	Rockport	TX	78382
8822748	Hope Church Rockport	3401 SH 35 Bypass	3182 FM 1781	Rockport	TX	78382
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Request for a Conditional Use Permit (CUP) for property located at 1723 Eighteenth St; also known as S5925 Swickheimer BLK 249 Lot Part Of 118 7.0458 Acres for the purpose of adding one (1) manufactured home to replace the family home that was lost in the fire.

- i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval on the first of two readings Ordinance 1999 granting a Conditional Use Permit (CUP) for the purpose of allowing the installation and use as a residential dwelling of one Manufactured Home on property located at 1723 18th Street; also known as Swickheimer Blk 246 Lot Part of 118, being 7.0458 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.
-

SUMMARY:

Due to the large fires earlier this year, the residential home located at this address was destroyed. The owners would now like to install a manufactured home on the property. An application to rezone the property from R-1 (Single-Family Residential) to R-2M (Manufactured Housing District) was submitted and approved at the October 2025 Planning and Zoning Commission and City Council meetings. However, during those meetings, letters were submitted and individuals spoke in opposition to the rezone. The property owners stated that they have no intention of developing a manufactured home park; their goal is to simply install an affordable home as quickly as possible so they can return to their property.

At the October 12, 2025 City Council meeting, the Council approved the rezone to R-2M so that the proper documentation would be in place for the property owners to proceed with ordering the manufactured home. However, Council also directed staff to return with a Conditional Use Permit (CUP) and to initiate a rezone back to R-1, in response to the concerns raised by neighboring property owners regarding the R-2M designation.

Once the CUP is in place, the City will initiate the process to rezone the property back to R-1.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

The Planning and Zoning Commission, by unanimous vote, recommend to City Council approval of this request granting a Conditional Use Permit (CUP) for the purpose of allowing the installation and use as a residential dwelling of one Manufactured Home on property located at 1723 18th Street; also known as Swickheimer Blk 246 Lot Part of 118, being 7.0458 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Ordinance - 1723 18th St - CUP
2. StaffReportPH-1723 Eighteenth st Robert & Lela Yardley
3. Rezone Application_1723 Eighteenth
4. Pictometry for Mailouts_1723 Eighteenth
5. ZONING MAP_1723 Eighteenth
6. Future Land Use_1723 Eighteenth
7. PH 1723 Eighteenth st CUP
8. Public Mailout List _1723 Eighteenth
9. Mailouts
10. Received Mailout Response_1723 Eighteenth (CUP)

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: November 26, 2025

Kimberly Henry, Assistant to the City Manager

Date: November 27, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF ALLOWING THE INSTALLATION AND USE AS A RESIDENTIAL DWELLING OF ONE MANUFACTURED HOME ON PROPERTY LOCATED 1723 18TH STREET; ALSO KNOWN AS SWICKHEIMER BLK 249 LOT PART OF 118, BEING 7.0458 ACRES, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS; SUBJECT TO COMPLIANCE WITH THE CONDITIONS STATED WITHIN THIS ORDINANCE, AS WELL AS THOSE STIPULATED IN THE CITY OF ROCKPORT CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS a request for a Conditional Use Permit (CUP) property was created by the office of the Building Department, Rockport, Texas; and

WHEREAS, On November 6, 2025, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 7, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 6, 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 December 1, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 1, 2025, the Planning & Zoning Commission did meet and said Commission voted with a vote of _____ to recommend to the City Council to **Approve / Deny** a Conditional Use Permit (CUP) for property located at 1723 Eighteenth St, to allow the installation and use as a residential dwelling of one manufactured home with the condition the CUP will expire and become null and void on the date of the sale of the property; and

WHEREAS, on December 9, 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 1723 Eighteenth St., City of Rockport, Aransas County, Texas; be granted a Conditional Use Permit (CUP) for the purpose of to allow the installation and use as a residential dwelling of one manufactured home with the condition the CUP will expire and become null and void on the date of the sale of the property; and

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 9th day of December, 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 _____ 2026.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

STAFF REPORT

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

**PROPERTY ADDRESS/LOCATION**

1723 Eighteenth St.

APPLICANT/PROPERTY OWNER

Robert Yardley, Owner

PUBLIC HEARING DATE

P&Z – Monday, December 1, 2025
CC – Tuesday December 9, 2025,

P&Z DATE

P&Z – Monday, October 6, 2025

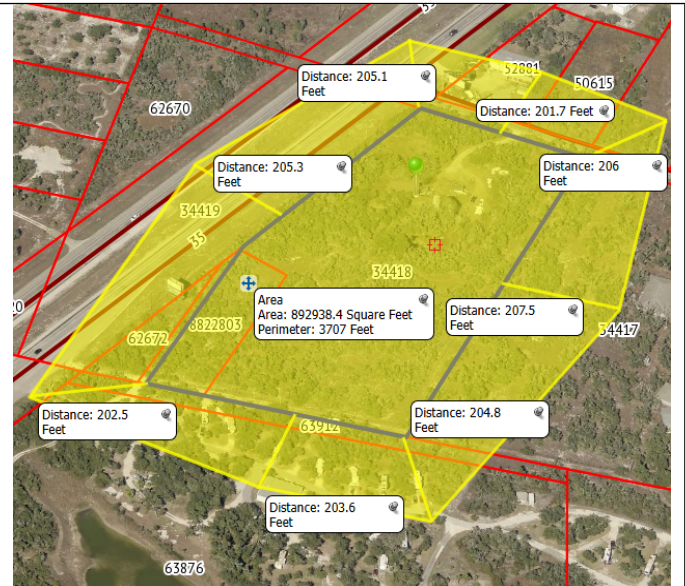
CITY COUNCIL DATE(S)

1st Reading – Tuesday, December 9, 2025
2nd Reading – Tuesday, January 13, 2026.,

BRIEF SUMMARY OF REQUEST

Property owner, Robert Yardley, was granted a rezone to R2M by the City Council on 10/28/2025. It was discussed at the Council meeting that the best way to allow the Yardley's to utilize a manufactured home for their single-family dwelling was to issue a Conditional Use Permit (CUP) and revert the property back to the original R1 (1st Single Family Dwelling District).

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 6, 2025, edition and mailed out to ten (10) property owners within a 200-foot radius of the property. One (1) For or None Against have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R2M - 1 st Single Family Dwelling District	Vacant Land	N – I 2 (Heavy Industrial District) S – R1 – (1 st Single Family Dwelling District) E – R1 – (1 st Single Family Dwelling District) W – R1 – (1 st Single Family Dwelling District)	Undeveloped Land thus far	7.05 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Commercial Use

PROPERTY HISTORY

The property owners' home was lost in the recent fires and is trying to replace his one (1) single manufactured dwelling.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC
COMMENTS

**PUBLIC HEARING PETITION/
APPLICATION FORM**

AGENCY COMMENTS

LEGAL NOTICE

RESPONSE TO STANDARDS

LEGAL DESCRIPTION

OTHER (DESCRIBE)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

- A. REQUESTING: Rezoning ☒ Conditional Permit ☐
Planned Unit Development (P.U.D.) by Conditional Permit ☐
- B. ADDRESS AND LOCATION OF PROPERTY 1723 Eighteenth St.
Rockport, Texas 78382
- C. CURRENT ZONING OF PROPERTY: _____
- D. PRESENT USE OF PROPERTY: Homestead
- E. ZONING DISTRICT REQUESTED: Mobile Home
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract Part of 118 7.0458 Block 249
 - Tract _____ of the _____
Survey as per metes and bounds (field notes attached)
 - If other, attach copy of survey or legal description from the Records of
Aransas County or Appraisal District.
- H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 7.0458
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
- Our House burned down. We want to put
a mobile home on our land.

K. OWNER'S NAME: (Please print) Robert D. Yardley
ADDRESS: 1723 Eighteenth St.
CITY, STATE, ZIP CODE: Rockport, Tx. 78382
PHONE NO 361-205-9345

L. REPRESENTATIVE: (If Other Than Owner) Selina Yardley
ADDRESS: 1723 Eighteenth St.
CITY, STATE, ZIP CODE: Rockport, Tx 78382
PHONE NO 361-205-9345

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

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: 
(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

Information Regarding Electronic Protests

ARANSAS COUNTY APPRAISAL DISTRICT
11 HWY 35 N
ROCKPORT, TX 78382-4140

361-729-9733

Property ID: 34418
Legal: S5925 Swickheimer BLK 249 LOT
PART OF 118 7.0458 Acres

Situs: 1723 EIGHTEENTH ST ROCKPORT, TX
78382

Owner ID: 26705

PIN: yYJ787fUY

TWO OPTIONS FOR FILING A PROTEST – ONLINE OR PAPER

FILING AN ONLINE PROTEST

IF YOU ARE FILING AN ONLINE PROTEST FOR THE FIRST TIME:

- Go to the Aransas County Appraisal District (ACAD) website at aransascad.org.
- Select the Taxpayer Portal tab found near the top of the website homepage.
- Click on the "Sign up" link located below the blue login button.
- Use the property ID and PIN located on your Notice of Appraised Value (NOA) to register. If you have multiple properties, just choose one property ID.
- If there is not a PIN number on your NOA, the property is not eligible for an online protest and a paper protest must be completed – see below.
- Once you have completed the registration process, you may file protests (appeals) in your online account.

IF YOU HAVE FILED AN ONLINE PROTEST BEFORE:

- Go to the taxpayer portal on the ACAD website and login with your email address and password. There is a "Forgot Password" option below the blue login button if you need to reset your password.

AFTER YOU FILE AN ONLINE PROTEST

When updates are made to a protest (appeal), you will receive an email from info@mail.gov. Be sure to log back into your online account, so you can view documents and information. Documents may include a settlement offer, appraisal district evidence, or a Notice of Hearing. Even if the email seems to give all the information needed, always log into your account after an email and view new documents.

PAPER PROTEST

- Complete form located on the back of the 2025 Notice of Appraised Value (enclosed).
- Bring in person or mail to:

Aransas County Appraisal District
11 Hwy 35 N
Rockport, Texas 78382

- Please do not fax or email protests.
-

Description of Exemptions

Please see a brief explanation of these total or partial exemption of property from taxation required or authorized by the Property Tax Code. You or your property (including inherited property) may qualify for one of these residence homestead exemptions.

*** General Residence Homestead Exemption (HS)** (Tax Code Section 11.13(a) and (b)) Property was owned and occupied as owner's principal residence on Jan. 1. No residence homestead exemption can be claimed by the property owner on any other property.

*** Disabled Person Exemption (DP)** (Tax Code Section 11.13(c) and (d)) Persons under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance. Property owners not identified on a deed or other instrument recorded in the applicable real property records as an owner of the residence homestead must provide an affidavit or other compelling evidence establishing the applicant's ownership interest in the homestead. (See Form 50-114-A) This exemption cannot be combined with the persons age 65 or older exemption.

*** Age 65 or Older Exemption (OV65)** (Tax Code Section 11.13(c) and (d)) This exemption is effective Jan. 1 of the tax year in which the property owner becomes age 65. Property owners not identified on a deed or other instrument recorded in the applicable real property records as an owner of the residence homestead must provide an affidavit or other compelling evidence establishing the applicant's ownership interest in the homestead. (See Form 50-114-A) This exemption cannot be combined with the disabled persons exemption.

*** Surviving Spouse of an Individual Who Qualified for Age 65 or Older Exemption (OV65s)** (Tax Code Section 11.13(q)) Surviving spouse of person who qualified for the age 65 or older exemption may receive this exemption if the surviving spouse was 55 years of age or older when the qualifying spouse died. The property must have been the surviving spouse's residence homestead at the time of death and remain the surviving spouse's residence homestead. This exemption cannot be combined with an exemption under 11.13(d).

*** 100 Percent Disabled Veterans Exemption (DVHS)** (Tax Code Section 11.131(b)) Property owner who receives a 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or individual unemployability from the U.S. Department of Veterans Affairs or its successor. Documentation must be provided to support this exemption request.

*** Surviving Spouse of a Disabled Veteran Who Qualified or Would Have Qualified for the 100 Percent Disabled Veteran's Exemption (DVHSS)** (Tax Code Section 11.131(c) and (d)) Surviving spouse of a disabled veteran (who qualified for an exemption under Tax Code Section 11.131(b) at the time of his or her death or would have qualified for the exemption if the exemption had been in effect on the date the disabled veteran died) who has not remarried since the death of the veteran. The property must have been the surviving spouse's residence homestead at the time of the veteran's death and remain the surviving spouse's residence homestead.

*** Donated Residence Homestead of Partially Disabled Veteran (DVCH)** (Tax Code Section 11.132(b)) A disabled veteran with a disability rating of less than 100 percent with a residence homestead donated by a charitable organization at no cost or at some cost that is not more than 50 percent of the good faith estimate of the market value of the residence homestead as of the date the donation is made. Documentation must be provided to support this exemption request. *** Surviving Spouse of a Disabled Veteran Who Qualified for the Donated Residence Homestead Exemption (DVCHS)** (Tax Code Section 11.132(c) and (d)) Surviving Spouse of a disabled veteran (who qualified for an exemption under Tax Code Section 11.132(b) at the time of his or her death) who has not remarried since the death of the disabled veteran and maintains the property as his or her residence homestead.

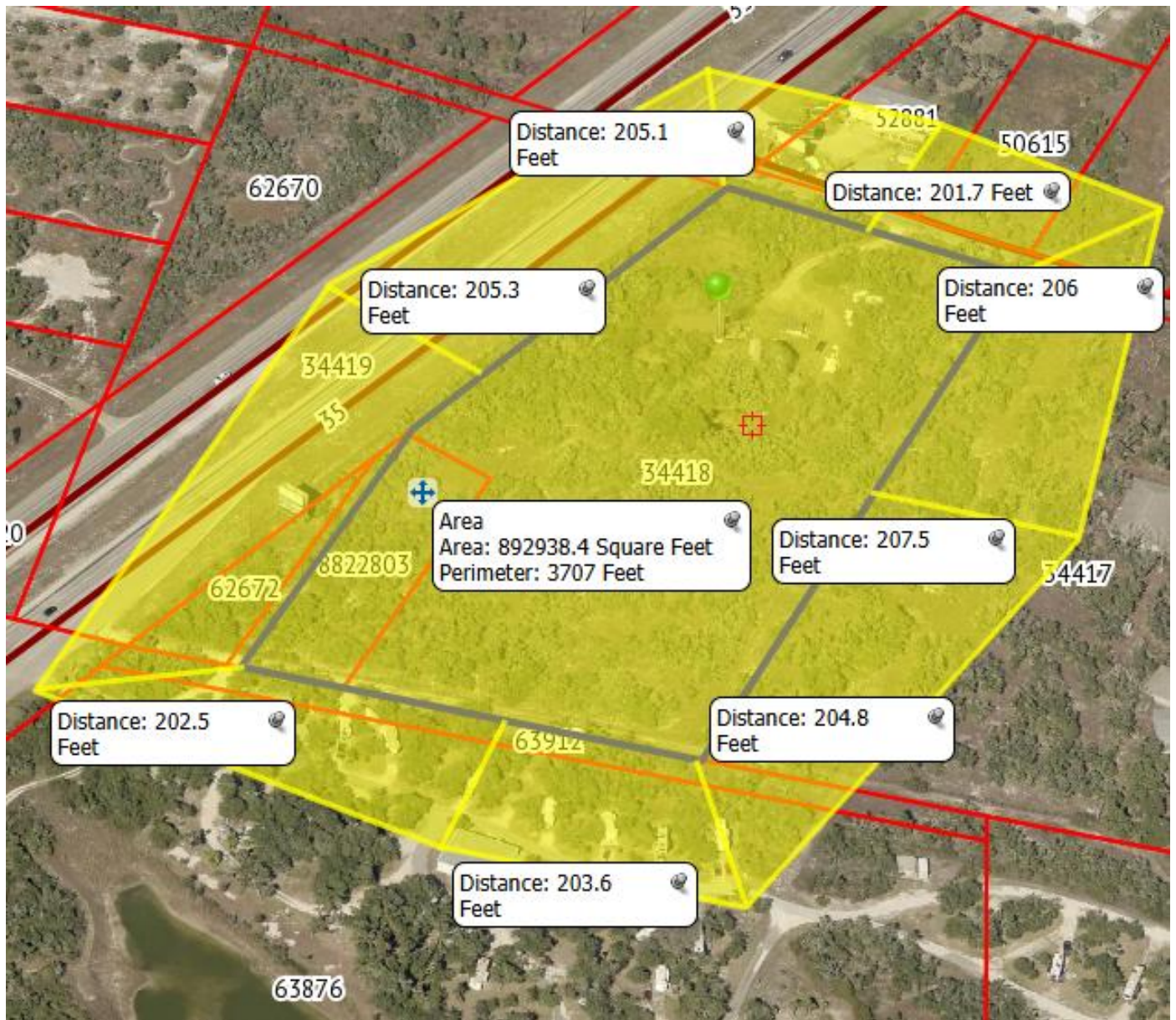
*** Surviving Spouse of a Member of Armed Services Killed in Action (MASSS)** (Tax Code Section 11.133(b) and (c)) Surviving spouse of a U.S. armed services member who is killed in action who has not remarried since the death of the service member. Documentation must be provided to support this exemption request.

*** Surviving Spouse of a First Responder Killed in the Line of Duty (FRSS)** (Tax Code Section 11.134) Surviving spouse of a first responder who is killed or fatally injured in the line of duty who has not remarried since the death of the first responder. Documentation must be provided to support this exemption request

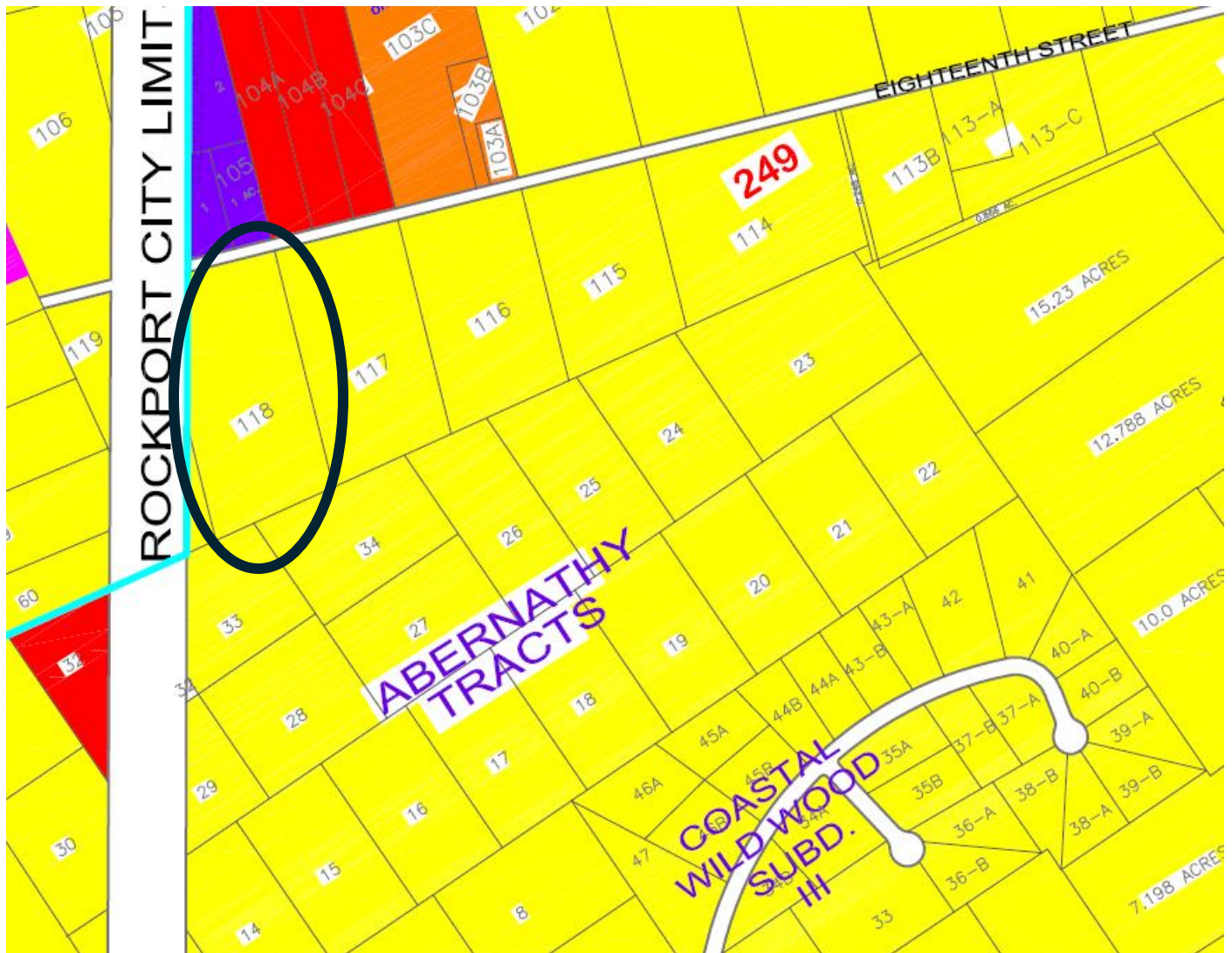
*** Temporary Exemption Property Damaged by Disaster** (Tax Code Section 11.35) Property owners use form 50.312 to claim a temporary property tax exemption for property in a governor-declared disaster area with at least 15 percent damage.

*** Surviving Spouse of a Disabled Person (DPS)**

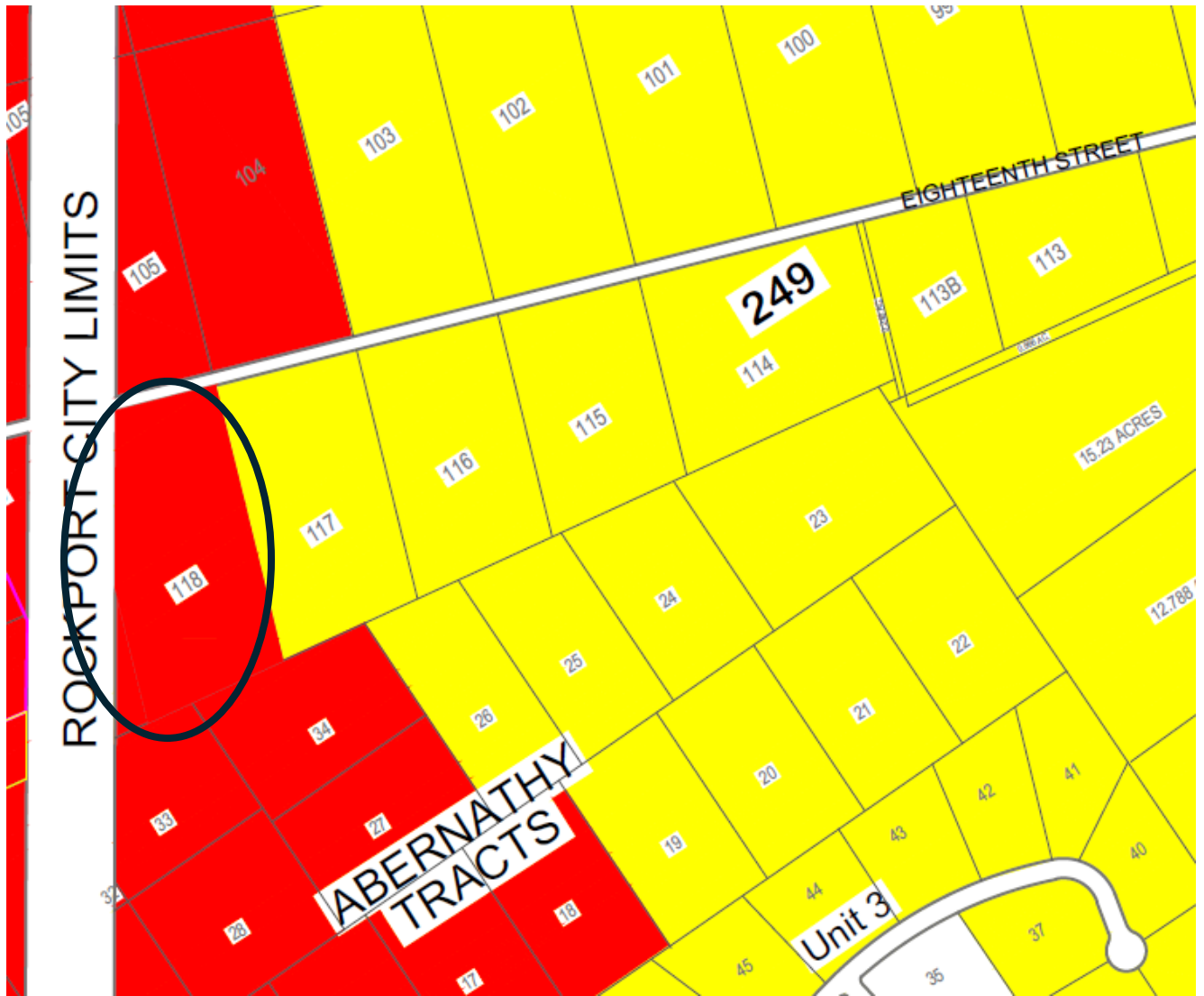
Surviving spouse of a person who qualified for the disabled persons exemption may receive this exemption if the surviving spouse was 55 years of age or older when the qualifying spouse died. The property must have been the surviving spouse's residence homestead at the time of death. Contact the appraisal district for more information.



ZONING MAP



Future Land Use





PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 1, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request for a Conditional Use Permit (CUP) for property located at 1723 Eighteenth St; also known as S5925 Swickheimer BLK 249 LOT PART OF 118 7.0458 Acres for the purpose of adding one (1) manufactured home to replace the family home that was lost in the fire.

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 December 1, 2025, and the City Council Agenda of December 9, 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 6th day of November, 2025 on the bulletin board at the Rockport Service Center, 2751 SH 35 Bypass and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* Thursday, November 6, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

<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>
34418	Robert Yardley	1723 Eighteenth st	1723 18th st	Rockport	TX	78382
34417	George & Karen Polinard	1705 Eighteenth st	6835 County Road 511	Rosharon	TX	77583
63912	J F Brazos Enterprises LTD	1020 S H 35 Bypass	2145 Stanmore Dr	Houston	TX	77019
63876	Enchanted Oaks Inc	990 S H 35 Bypass	990 S H 35 Bypass	Rockport	TX	78382
8822803	Cameron Yardley	1046 SH 35 Bypass	1919 Hwy 35 N # 94	Rockport	TX	78382
62672	High Tide Partnership LTD	1028 S H Bypass	P O Box 600477	Dallas	TX	75360
34419	State of Texas	IS S H 35 BYPASS	1700 N Congress Ave	Austin	TX	78701
52881	William Wendland	1100 S H 35 Bypass	P O Box 2194	Rockport	TX	78381
50615	William Wendland	1718 Eighteenth st	P O Box 2194	Rockport	TX	78381
8823671	Steven & Blanca Dykes	1716 Eighteenth st	1321 N Terry st	Rockport	TX	78382
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
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	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
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PUBLIC HEARING
Planning & Zoning Commission
and City Council

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

CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: _____

Address: _____ City/State: _____

() IN FAVOR () IN OPPOSITION

Phone: _____

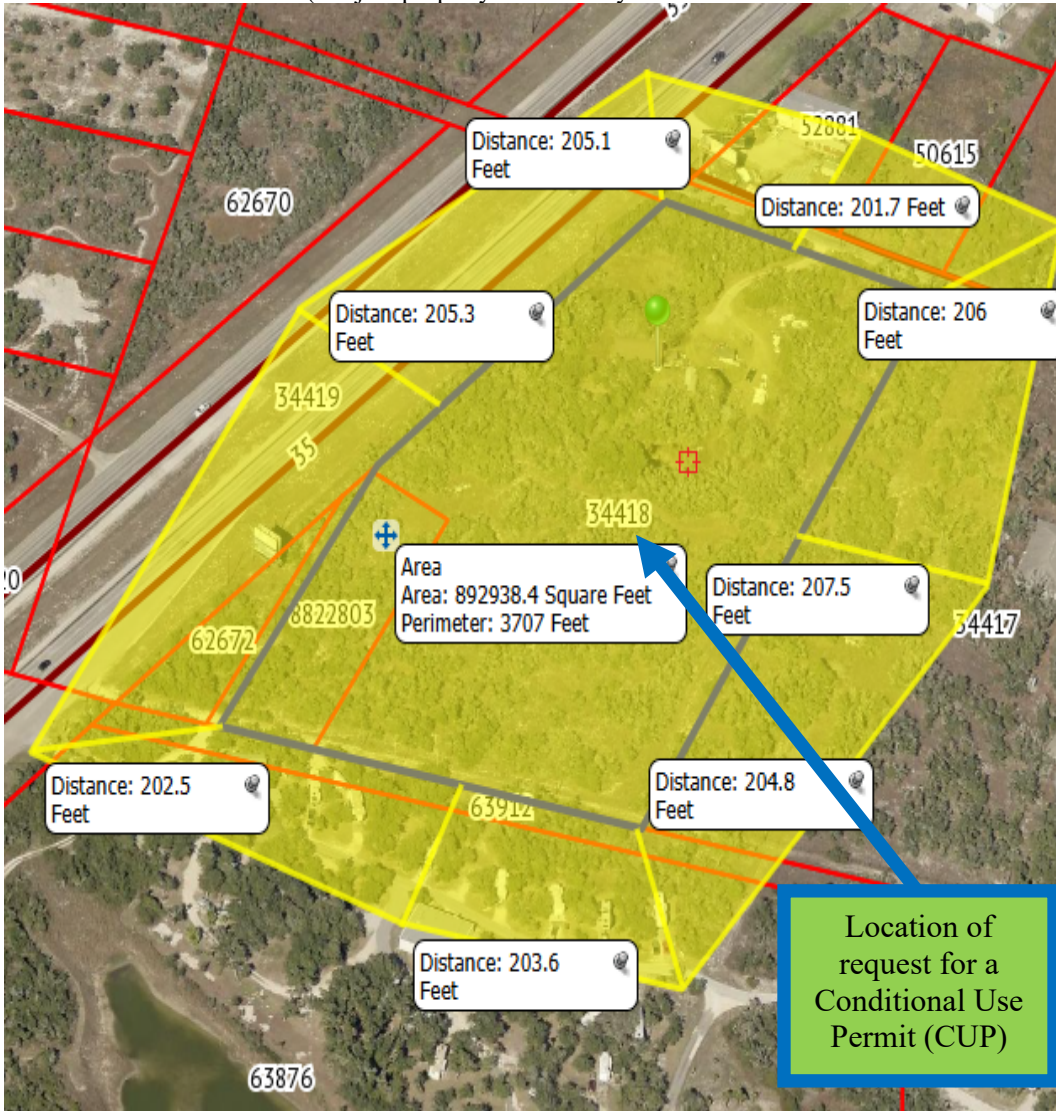
REASON:

Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:
Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

«Property_Owner»
«Mailing_Address»
«City», «State»«ZIP»

SITUS ADDRESS: «Situs_Address»



PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 1, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request for a Conditional Use Permit (CUP) for property located at 1723 Eighteenth St; also known as S5925 Swickheimer BLK 249 LOT PART OF 118 7.0458 Acres for the purpose of adding one (1) manufactured home to replace the family home that was lost in the fire.

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 December 1, 2025, and the City Council Agenda of December 9, 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.

CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: Robert D. Jandley
Address: 1723 Eighteenth St.

City/State: Rockport, Tex.

☒ IN FAVOR ☒ IN OPPOSITION

Phone: 361-205-9345

REASON:

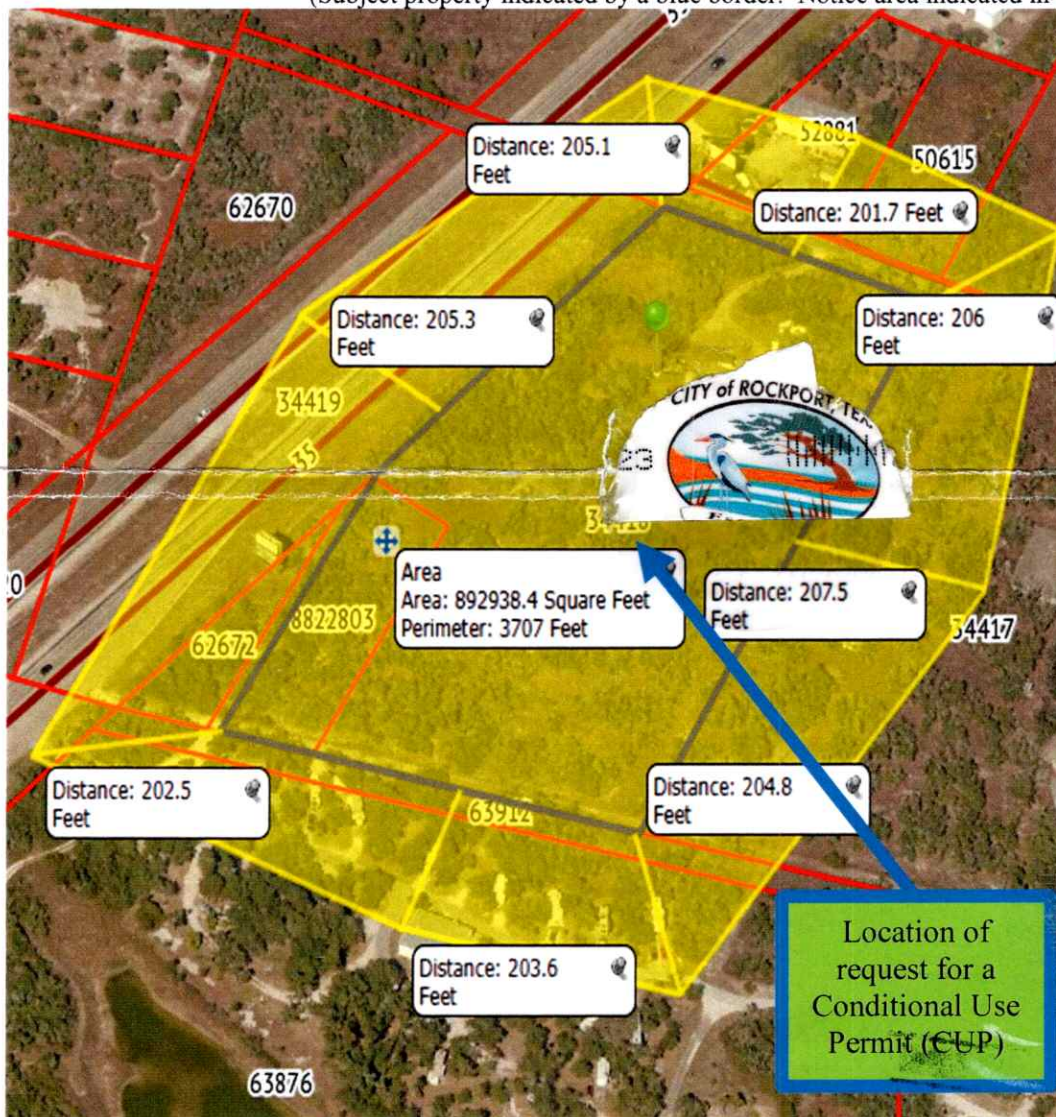
any

Robert D. Jandley
Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

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ATTN:
Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI TX 784
17 NOV 2025AM 2 L

FIRST CLASS



US POSTAGE IMB PITNEY BOWES



ZIP 78382
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\$ 000.74⁰
NOV 07 2025

Robert Yardley
1723 18th st
Rockport, TX 78382

SITUS

ADDRESS:

1723

Eighteenth

st

78382-7407



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Request to rezone the property located at 3525 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to B-1 (General Business District).

i. Presentation by staff

ii. Presentation by requestor

iii. Public Hearing to receive comments in favor of or against the request.

iv. Consider the approval on the first of two readings of Ordinance 2000 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District); for property located at 3525 SH 35 Bypass: also known as S3095 JS&R Acres BLK 1 Lot 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

Property owners C&F Land Development, LLC, represented by Mr. Mark Orozco, are requesting to rezone this property, which fronts Highway 35 Bypass to B1 (General Business District) for future commercial development. The B-1 zoning is in compliance with the Future Land Use Map.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

The Planning and Zoning Commission, by unanimous vote, recommend to City Council approval of this request changing the zoning of land from R-1 (1st Single Family Dwelling District); for property located at 3525 SH 35 Bypass: also known as S3095 JS&R ACRES BLK 1 LOT 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District),

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Ordinance - 3525 SH 35 Bypass
2. StaffReportPH- 3525 SH 35 Bypass
3. Rezone Application_3525 SH 35 Bypass
4. Pictometry_3525 SH 35 Bypass
5. Zoning Map_3525 SH 35 Bypass
6. Future Land Use Map_3525 SH 35 Bypass
7. PH_3525 SH 35 Bypass
8. Mail Outs
9. Public Mailout List _3525 SH 35 Bypass
10. RETURNED RESPONSES - Public Notices

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: November 26, 2025

Kimberly Henry, Assistant to the City Manager

Date: November 28, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED 3525 SH 35 BYPASS; ALSO KNOWN AS S3095 JS&R ACRES BLK 1 LOT 2A, 2B & 2C 3.4022 ACRES, TO B-1 (GENERAL BUSINESS DISTRICT), REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On November 6, 2025, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 7, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 6, 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 December 1, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 1, 2025, the Planning & Zoning Commission did meet and said Commission voted with a vote of [REDACTED] to recommend to the City Council to **Approve / Deny** this request to re-zone property, located at 3525 SH 35 Bypass, to B-1 (General Business District); and

WHEREAS, on December 9, 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 current zoning of land located at 3481 SH 35 Bypass, City of Rockport, Aransas County, Texas: be changed from R-1 (1st Single Family Dwelling District) to B-1 (General Business District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 9th day of December, 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 _____ 2026.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

STAFF REPORT

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



PROPERTY ADDRESS/LOCATION
BLK 1 LOT 2A, 2B & 2C 3.4022 Acres
Property ID: 8818686

APPLICANT/PROPERTY OWNER
C&F Land Development LLC, Owner

PUBLIC HEARING DATE
P&Z – Monday, December 1, 2025
CC – Tuesday, December 9, 2025

P&Z DATE
P&Z – Monday, December 1, 2025

CITY COUNCIL DATE(S)
1st Reading – Tuesday December 9, 2025
2nd Reading – Tuesday, January 13, 2026,

BRIEF SUMMARY OF REQUEST

Property owners C&F Land Development LLC, represented by Mr. Mark Orozco, are requesting to rezone this property, which fronts Highway 35 Bypass to B1 (General Business District) for future commercial development. The B-1 zoning is in compliance with the Future Land Use Map.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 6, 2025, edition and mailed out to forty-eight (48) property owners within a 200-foot radius of the property. Three (3) letters For and none Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R1 – 1 st Single Family Dwelling District	Undeveloped Land	N – R1 (1 st Single Family Dwelling District) S – R1 (1 st Single Family Dwelling District) E – N/A – Highway 35 Bypass W – R1 (1 st Single Family Dwelling District)	No Improvements	3.4022 Acres

STAFF RECOMMENDATION**APPROVE****APPROVE WITH CONDITIONS****DENY****COMPATIBILITY with the ZONING ORDINANCE**

The Current Future Land Use Map suggests Commercial Use

PROPERTY HISTORY

Vacant Land

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

- A. REQUESTING: Rezoning [☒] Conditional Permit [☐]
Planned Unit Development (P.U.D.) by Conditional Permit [☐]
- B. ADDRESS AND LOCATION OF PROPERTY 3525 S.H. 35, Rockport, Tx 78382
Located south of FM 3036 and north of FM 2165 (Prop ID 8818686)
- C. CURRENT ZONING OF PROPERTY: (R-1) 1st Single Family Dwelling District
- D. PRESENT USE OF PROPERTY: Vacant
- E. ZONING DISTRICT REQUESTED: (B-1) General Business District
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies) J S + R Acres
- Lot or Tract 2A, 2B + 2C Block 1 (Vol. 7 Pg 187)
 - 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) _____
N/A
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 3.4 acres
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
- Deed 388741
for future
S.H. 35 Rezone from R-1 to B-1 for resale
Commercial development of lots along

K. OWNER'S NAME: (Please print) West Coast Homes, LLC
ADDRESS: 5701 Ocean Drive
CITY, STATE, ZIP CODE: Corpus Christi, TX 78412
PHONE NO 361-510-6172

L REPRESENTATIVE: (If Other Than Owner) Mark Orozco
ADDRESS: 11525 SASPAMCO CREEK
CITY, STATE, ZIP CODE: Corpus Christi, TX 78410
PHONE NO 361-548-2007

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

M. FILING FEE:

☒ REZONING	\$150.00 + \$10.00 PER ACRE	\$180.00
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: Mark G. Orozco
(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803645559 06/10/2020
Document #: 975673380003
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

West Coast Homes LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Albert Ayala

C. The business address of the registered agent and the registered office address is:

Street Address:

5701 Ocean Dr Corpus Christi TX 78412

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.
The names and addresses of the governing persons are set forth below:

Manager 1: **Barbara G. Ayala**

Title: **Manager**

Address: **5701 Ocean Dr Corpus Christi TX, USA 78412**

Manager 2: **Albert Ayala**

Title: **Manager**

Address: **5701 Ocean Dr Corpus Christi TX, USA 78412**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Albert Ayala 5701 Ocean Drive, Corpus Christi, Texas, 78412

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Albert Ayala

Signature of Organizer

FILING OFFICE COPY

CLERK'S FILE NO. #387044

RE- PLAT OF:

LOTS 2A, 2B, 2C, 2D, 2E, & 2F, BLOCK 1

JS AND R ACRES SUBDIVISION

ARANSAS COUNTY, TEXAS

**BEING A REPLAT OF BLOCK 1, LOT 2, JS AND R ACRES SUBDIVISION, RECORDED
IN VOLUME: 6, PAGE: 293, MAP RECORDS OF ARANSAS COUNTY, TEXAS.**

DATE OF PLAT: OCTOBER 12, 2021

DATE FILED: NOVEMBER 03, 2021

TIME FILED: 1:15 P.M.

VOLUME: 7, PAGES: 187

**OWNERS: C & F LAND DEVELOPMENT, LLC
WEST COAST HOMES, LLC**

**FILED BY: GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC
FOR: TEXAS GEO TECH LAND SURVEYING, INC**

Aransas CAD

387044

Property Search Results > 8818686 JS & R GROUP LLC for Year 2021

Tax Year: 2021

Property

Account

Property ID:	8818686	Legal Description:	S3095 JS&R ACRES BLK 1 LOT 2
Geographic ID:	6430-000-219-010	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:	B 1		
Property Use Description:	GENERAL BUSINESS DISTRICT		

Location

Address:	3547 S H 35 BYPASS ROCKPORT, TX 78382	Mapsco:	
Neighborhood:		Map ID:	A-7
Neighborhood CD:			

Owner

Name:	JS & R GROUP LLC	Owner ID:	124104
Mailing Address:	302 OLYMPIC DR ROCKPORT, TX 78382-6832	% Ownership:	100.000000000000%
		Exemptions:	

Tax Due

There is currently No Amount Due on this property.

Questions Please Call (361) 729-9733

Website version: 1.2.2.33

Database last updated on: 11/7/2021 10:05 PM

FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS

AT 2:11 P.M. 3/81

NOV 03 2021 INDEXED

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS as stamped hereon by me.



Carrie Arrington
CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS

Filed by: Griffith & Brundrett
Surveying & Engineering Inc.
For: Texas GEO TECH Land
Surveying Inc.

VOL: 7 Pg: 187

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTITION DEED

Date: December 20th, 2021

First Party: C&F LAND DEVELOPMENT LLC

First Party's Mailing Address: 5525 S. Staples Street, Suite B2, Corpus Christi, TX 78411

Second Party: WEST COAST HOMES LLC

Second Party's Mailing Address: 5701 Ocean Drive, Corpus Christi, Texas 78412

Consideration: The partition effected hereby.

Partition of Share Number One

Share Number One Property (including any improvements):

Lot Nos. Two D (2D), Two E (2E) and Two F (2F), JS & R ACRES, Aransas County, Texas, according to the plat thereof recorded in Volume 7, Page 187, Plat Records, Aransas County, Texas.

Reservations from Share Number One Conveyance: None.

Exceptions to Share Number One Conveyance and Warranty:

Deed of Trust dated July 21, 2021, recorded at Document No. 384560, Official Public Records of Aransas County, Texas, executed by Mortgagor and C&F LAND DEVELOPMENT LLC in favor of AMERICAN BANK, N.A. securing a note described therein in the principal sum of \$193,800.00.

This conveyance is subject to all lawful restrictive covenants and easements, if any, of record in the office of the County Clerk of the County in which said land is located and presently in force and affecting said land. There is also excepted herefrom all oil, gas and other minerals, if any, heretofore conveyed to others or reserved by Mortgagor's predecessors in title as shown by the records of said Clerk.

First Party shall have and possess in severalty the Share Number One Property, and Second Party, for the Consideration and subject to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty, grants and conveys to First

Party the Share Number One Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs and successors to warrant and forever defend all and singular the Share Number One Property to First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty.

First Party releases Second Party from any claim or lien for owelty.

Partition of Share Number Two

Share Number Two Property (including any improvements):

Lot Nos. Two A (2A), Two B (2B) and Two C (2C), JS & R ACRES, Aransas County, Texas, according to the plat thereof recorded in Volume 7, Page 187, Plat Records, Aransas County, Texas.

Reservations from Share Number Two Conveyance: None.

Exceptions to Share Number Two Conveyance and Warranty:

Deed of Trust dated July 21, 2021, recorded at Document No. 384560, Official Public Records of Aransas County, Texas, executed by Mortgagor and C&F LAND DEVELOPMENT LLC in favor of AMERICAN BANK, N.A. securing a note described therein in the principal sum of \$193,800.00.

This conveyance is subject to all lawful restrictive covenants and easements, if any, of record in the office of the County Clerk of the County in which said land is located and presently in force and affecting said land. There is also excepted herefrom all oil, gas and other minerals, if any, heretofore conveyed to others or reserved by Mortgagor's predecessors in title as shown by the records of said Clerk.

Second Party shall have and possess in severalty the Share Number Two Property, and First Party, for the Consideration and subject to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty, grants and conveys to Second Party the Share Number Two Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs and successors to warrant and forever defend all and singular the Share Number Two Property to Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty.

Second Party releases First Party from any claim or lien for owelty.

Executed by both parties effective as of the date first above written.

C&F LAND DEVELOPMENT LLC

By: [Signature]
Laura Sorzano Ferreira, Member

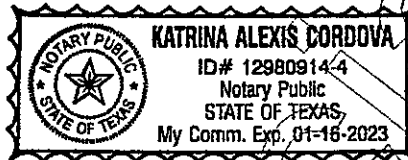
By: [Signature]
Maria Patricia Cardenas, Member

STATE OF TEXAS

COUNTY OF NUECES

§
§
§

This instrument was acknowledged before me on the 20th day of December, 2021, by Laura Sorzano Ferreira, Member of C&F LAND DEVELOPMENT LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of Texas

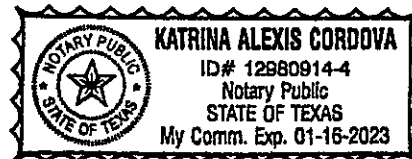
STATE OF TEXAS

COUNTY OF NUECES

§
§
§

This instrument was acknowledged before me on the 20th day of December, 2021, by Maria Patricia Cardenas, Member of C&F LAND DEVELOPMENT LLC, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public, State of Texas



388741

WEST COAST HOMES LLC

By: 
Alberto Ayala
Manager

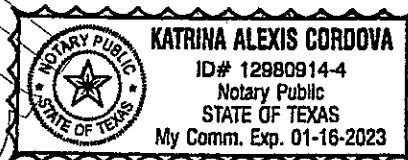
STATE OF TEXAS

§
§
§

COUNTY OF NUECES

This instrument was acknowledged before me on the 20th day of December, 2021, by Alberto Ayala, Manager of WEST COAST HOMES LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas



RETURN TO:
American Bank, N.A.
P.O. Box 6469
Corpus Christi, Texas 78466-6469

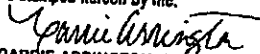
4/38 ✓
FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS
AT 1:00 P. M.

JAN 21 2022

INDEXED

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS as stamped hereon by me.



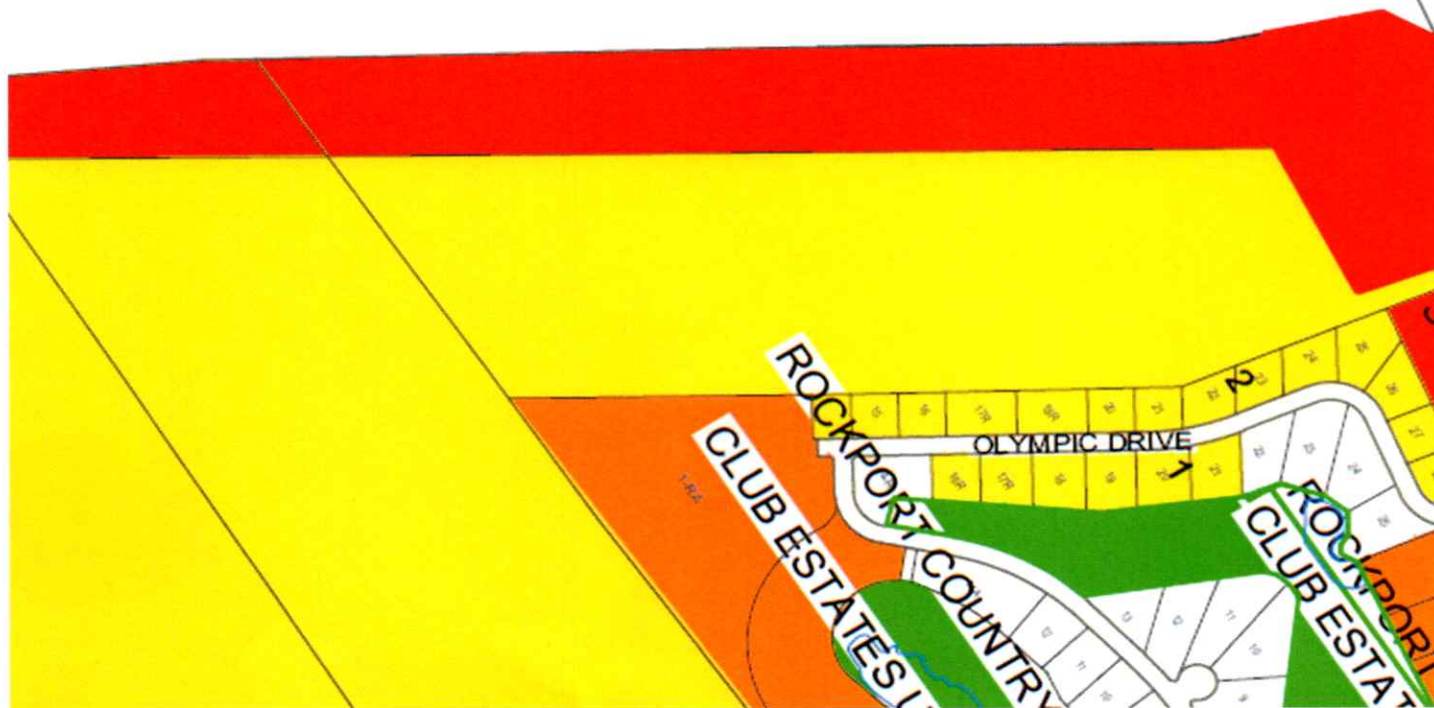
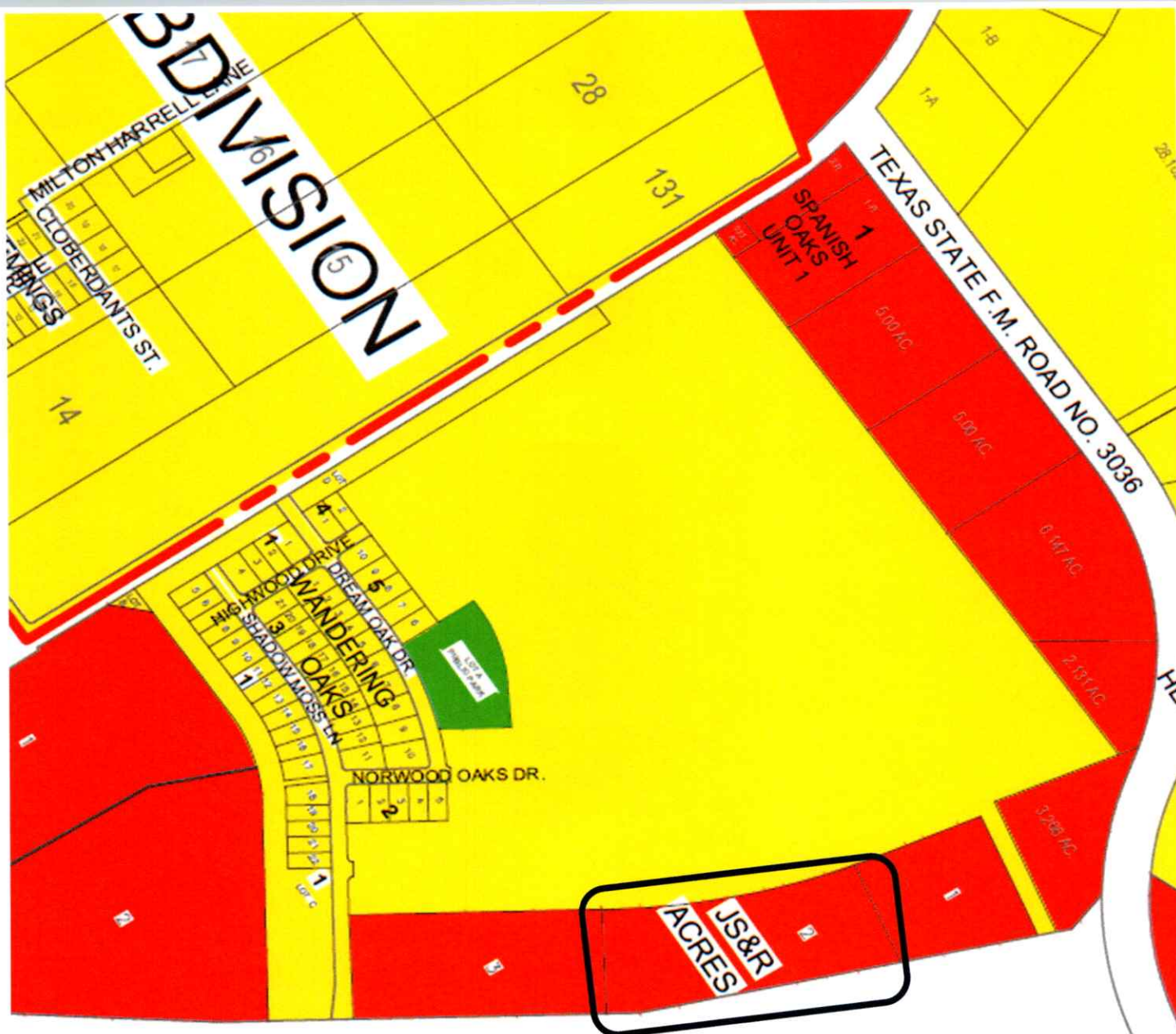

CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS



Prop ID 8818686



FUTURE LAND USE MAP





PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 1, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request to rezone property located at 3525 SH 35 Bypass; also known as S3095 JS&R ACRES BLK 1 LOT 2A, 2B & 2C 3.4022 Acres, City of Rockport, Aransas County, Texas, to B-1 (General Business District), currently zoned R-1 (1st Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of December 1, 2025, and the City Council Agenda of December 9, 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 6th day of November, 2025 on the bulletin board at the Rockport Service Center, 2751 SH 35 Bypass and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* on Thursday, November 6, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development



PUBLIC HEARING
Planning & Zoning Commission
and City Council

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CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: _____

Address: _____ City/State: _____

() IN FAVOR () IN OPPOSITION

Phone: _____

REASON:

Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

«Property_Owner»
«Mailing_Address»
«City», «State»«ZIP»

SITUS ADDRESS: «Situs_Address»

<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>
8818686	West Coast Homes LLC	3525 SH 35 Bypass	5701 Ocean Dr	Corpus Christi	TX	78412
8823321	C & F Land Development	3481 SH 35 Bypass	5525 S Staples St STE B2	Corpus Christi	TX	78411
66090	Avisa Developers LLC	Rockport, Tx	213 Country Club Blvd	Portland	TX	78382
8820175	Zintgraff Investments, LT	3551 SH 35 Bypass	19843 Zephyr CV	Garden Ridge	TX	78266
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382



PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

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CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

Printed Name: Albert Ayala / West Coast Homes LLC.
Address: 5701 Ocean Dr. Corpus Christi City/State: TX, 78412

☒ IN FAVOR () IN OPPOSITION

Phone: 361 510-6172

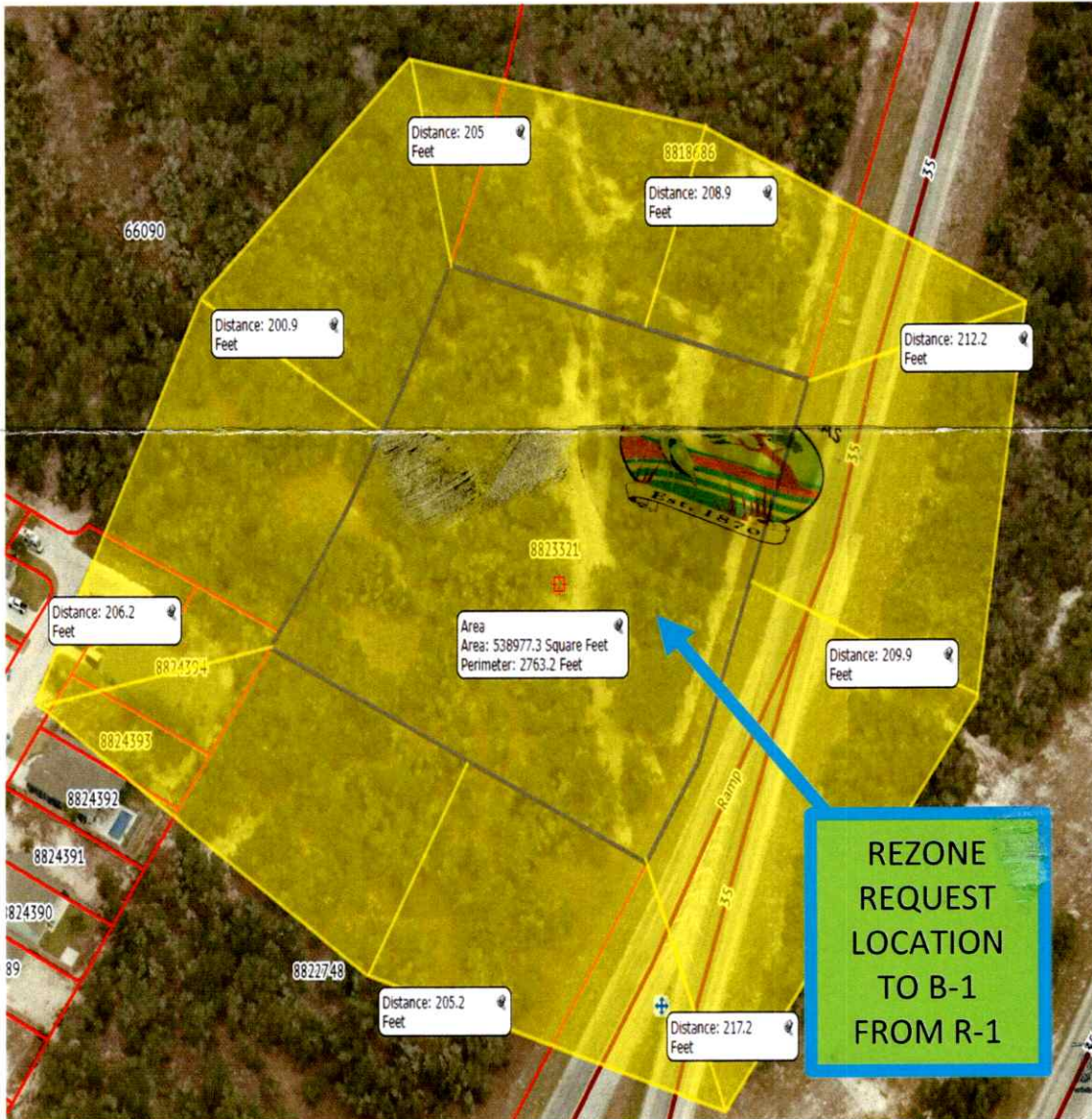
REASON:


Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



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**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.

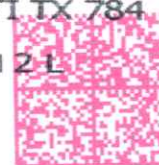


City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI TX 784

17 NOV 2025AM 2 L

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES

ZIP 78382 \$ 000.74⁰
02 7H
0006090064 NOV 07 2025

West Coast Homes LLC
5701 Ocean Dr
Corpus Christi, TX 78412

SITUS ADDRESS: 3525 S H 35 Bypass

78412-284701





PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

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CITY OF ROCKPORT, TEXAS

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Printed Name: C&F Land Development, LLC / Laura S. Ferreira
Address: 5525 S Staples St, Ste B2 City/State: Corpus Christi, TX. 78411

(☒) IN FAVOR () IN OPPOSITION

Phone: (361) 993-0808

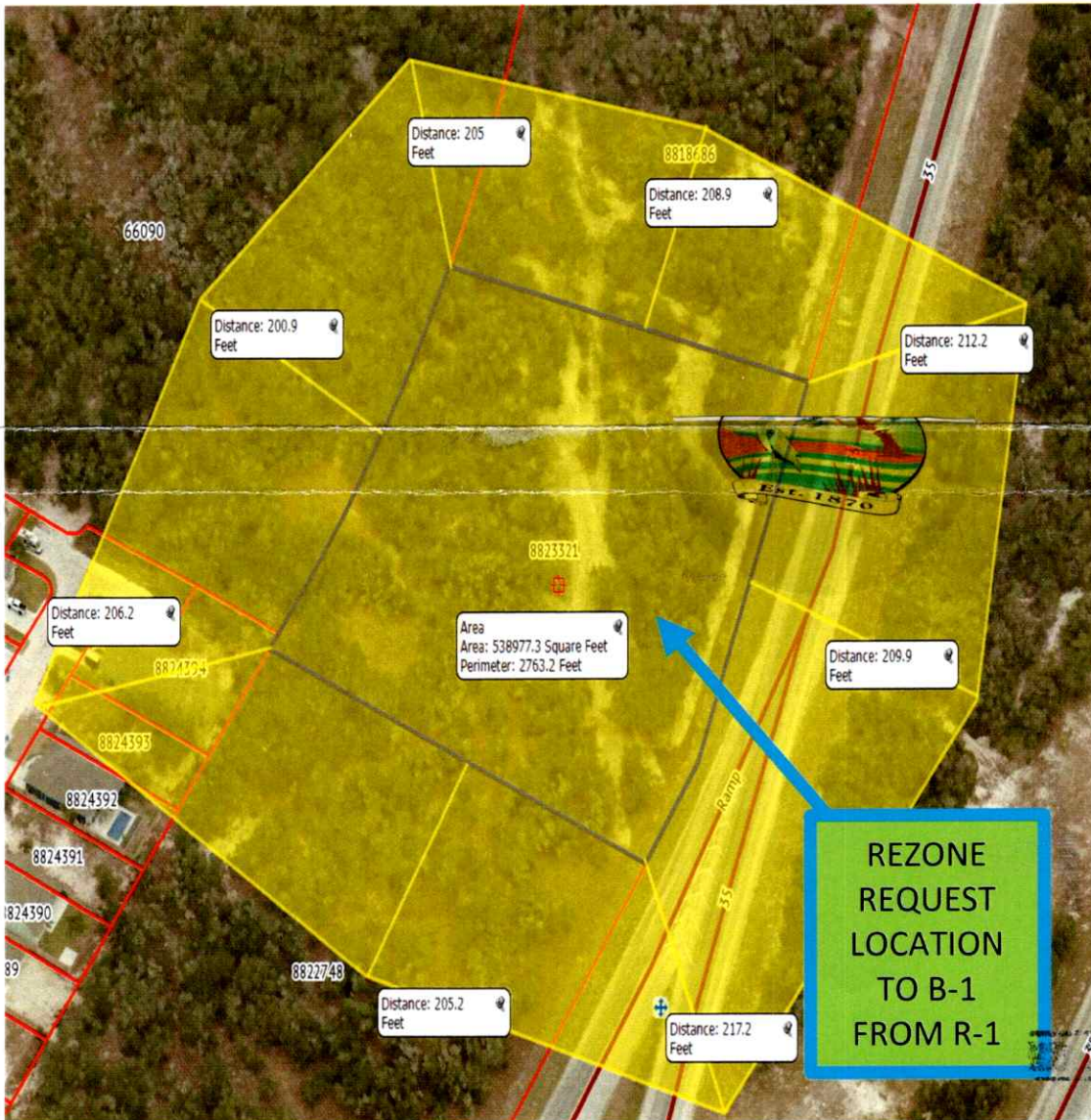
REASON:

Laura S. Ferreira
Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

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City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI TX 784

17 NOV 2025AM 2 L

FIRST CLASS



US POSTAGETM PITNEY BOWES



ZIP 78382 \$ 000.74⁰
02 7H
0006090064 NOV 07 2025

C & F Land Development LLC
5525 S Staples St STE B2
Corpus Christi, TX 78411

SITUS ADDRESS: 3481 S H 35 Bypass

78411-536822





AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Request to rezone property located at Railroad Reserve property on S Ann St., also known as Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey), R-5 (2nd Multi-Family Dwelling District) to R-2 (2nd Single Family Dwelling District).

- i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval on the first of two readings of Ordinance 2001 amending the official zoning map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance number 1027 by changing the zoning of land from R-5 (2nd Multi-Family Dwelling District); for property located Railroad Reserve Property on S Ann Street., also known as Railroad Reserve, acres 13.519; Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey), to B-1 (General Business District), repealing all Ordinances in conflict there to R-2 (2nd Single Family Dwelling District); providing for severability; and providing an effective date.
-

SUMMARY:

The property owner, Stuart Lynn of Sal Holdings, LLC, is requesting to rezone the property to R2 (2nd Single Family Dwelling District) in order to develop a single-family subdivision following the requirements of the R2 zoning district.

Due to the required posting deadline for the December 9, 2025, City Council agenda, the staff reports from the Planning and Zoning Commission meeting held on December 8, 2025, are not yet available. Staff will report the Planning and Zoning Committee recommendation at the December 9, 2025, Council Meeting.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff Recommends approval on the first of two readings of an Ordinance # 2025-??? amending the official zoning map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance number 1027 by changing the zoning of land from R-5 (2nd Multi-Family Dwelling District); for property located Railroad Reserve Property on S Ann Street., also known as Railroad Reserve, acres 13.519; Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey0, to B-1 (General Business District), repealing all Ordinances in conflict there to R-2 (2nd Single Family Dwelling District); providing for severability; and providing an effective date.

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Ordinance - Village by the Bay
2. StaffReportPH- Railroad Property - Village By the Bay 12-8-25
3. Rezone Application_Village By the Bay (Railroad Prop)
4. Pictometry_Village By the Bay (Railroad Prop)
5. ZONING MAP_Village By The Bay (Railroad Prop)
6. FUTURE LAND USE MAP_Village By the Bay (Railroad prop)
7. PH Village By the Bay
8. Public Mailout List_Village By the Bay (Railroad Prop)
9. RETURNED RESPONSES - Public Notices

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: November 26, 2025

Kimberly Henry, Assistant to the City Manager

Date: November 27, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM R-5 (2ND MULTI FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED RAILROAD RESERVE PROPERTY ON S ANN ST., ALSO KNOWN AS RAILROAD RESERVE, ACRES 13.519, MANNING SPECIFICALLY INCL 150X85 RR RES ADJ TO ABST 92 (J KETTLE SURVEY), TO B-1 (GENERAL BUSINESS DISTRICT), REPEALING ALL ORDINANCES IN CONFLICT THERE TO R-2 (2ND SINGLE FAMILY DWELLING DISTRICT)WITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On November 20, 2025, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 20, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 20, 2025, the City caused to be published "Notice of Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on December 8, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 8, 2025, the Planning & Zoning Commission did meet and said Commission voted with a vote of [REDACTED] to recommend to the City Council to **Approve / Deny** this request to re-zone property, located at Railroad Reserve property on S Ann St., also known as Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey), to R-2 (2nd Single Family Dwelling District); and

WHEREAS, on December 9, 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 current zoning of land located at Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey, City of Rockport, Aransas County, Texas: be changed from R-5 (2nd Multi Family Dwelling District) to R-2 (2nd Single Family Dwelling District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 9th day of December, 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 _____ 2026.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

STAFF REPORT

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

**PROPERTY ADDRESS/LOCATION**

Railroad Property,
Property ID: 31037

APPLICANT/PROPERTY OWNER

Stuart Lynn of Sal Holdings, LLC, Owner

PUBLIC HEARING DATE

P&Z – Monday, December 8, 2025
CC – Tuesday, December 9, 2025

P&Z DATE

P&Z – Monday, December 8, 2025

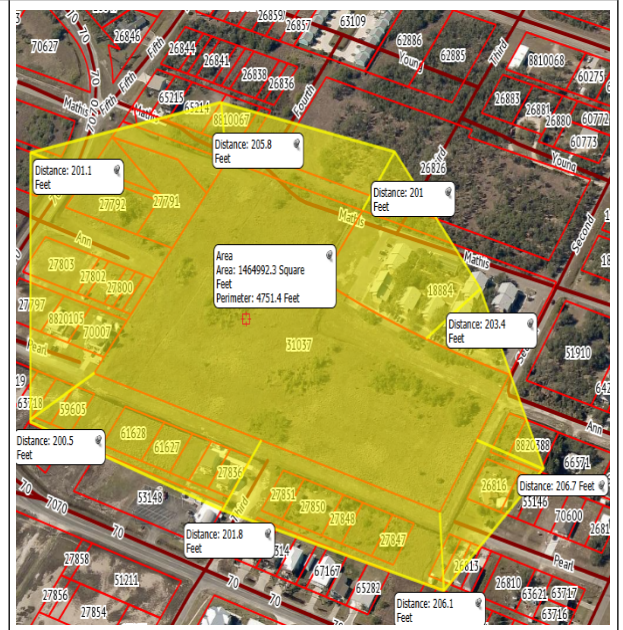
CITY COUNCIL DATE(S)

1st Reading – Tuesday December 9, 2025
2nd Reading – Tuesday, January 13, 2026,

BRIEF SUMMARY OF REQUEST

Property owner, Stuart Lynn of Sal Holdings, LLC is requesting to rezone the property to R2 (2nd Single Family Dwelling District) in order to develop a single-family subdivision following the requirements of the R2 zoning district.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 20, 2025, edition and mailed out to forty-eight (48) property owners within a 200-foot radius of the property. One letters For and none Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R5 – 2 nd Multi-Family Dwelling District	Undeveloped Land	N – R2 (2 nd Single Family Dwelling District) S – R2 (2 nd Single Family Dwelling District) E – R2 (2 nd Single Family Dwelling District) W - R5 (2 nd Multi-Family dwelling district)	No Improvements	13.519 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Residential Use

PROPERTY HISTORY

Vacant Land

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



RECEIVED
OCT 02 2025
BY: Carson

CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

A. REQUESTING: Rezoning ☒ Conditional Permit ☐

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

B. ADDRESS AND LOCATION OF PROPERTY See Exhibit A
Property ID 31037

C. CURRENT ZONING OF PROPERTY: R-5

D. PRESENT USE OF PROPERTY: Undeveloped

E. ZONING DISTRICT REQUESTED: R-2

F. CONDITIONAL USE REQUESTED: _____

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

• Lot or Tract _____ Block _____

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

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

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____
VILLAGE BY THE BAY

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): _____
See Exhibit A

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

Requesting to re plat with 50' x 100' single family
dwelling lots

K. OWNER'S NAME: (Please print) VILLAGE BY THE BAY LTD
ADDRESS: 15481 S. PAPRE ISLAND DR STE 101
CITY, STATE, ZIP CODE: CORPUS CHRISTI, TX 78418
PHONE NO 979-578-2021

L. REPRESENTATIVE: (If Other Than Owner) ALICA WATERS / SPAL HOLDINGS, LLC
ADDRESS: 2200 Ave. A
CITY, STATE, ZIP CODE: BAY CITY TX 77414
PHONE NO 713-816-3971

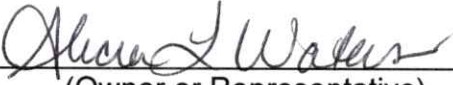
NOTE: Do you have property owner's permission for this request?
See attached YES ✓ NO

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: 
(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

VILLAGE BY BAY

Authentisign ID: 4163EF00-B5D2-EF11-88CF-002248299057

EXHIBIT A

SHL

JC

GH

PROPERTY ID: 27792

**LEGAL DESCRIPTION: Manning, BLOCK 411, Lot 5 - 12, & 14 - 21 & 0.419 ACS OF ROW & RR
SITUS ADDRESS: 1819-1833 S ANN ST ROCKPORT, TX 78382**

PROPERTY ID: 27791

**LEGAL DESCRIPTION: MANNING, BLOCK 411, LOT 1 THRU 4, AND .80 (RR) ACRES 1.00
SITUS ADDRESS: 720 MATHIS ST ROCKPORT, TX 78382**

PROPERTY ID: 31037

→ R5-R2

**LEGAL DESCRIPTION: RAILROAD RESERVE, ACRES 13.519, MANNING SPECIFICALLY INCL
150X85 RR RES ADJ TO ABST 92 (J KETTLE SURVEY)
SITUS ADDRESS: ? S ANN ST ROCKPORT, TX 78382**

VILLAGE BY THE BAY LTD
15481 S PADRE ISLAND DR STE 101
CORPUS CHRISTI, TX 78418

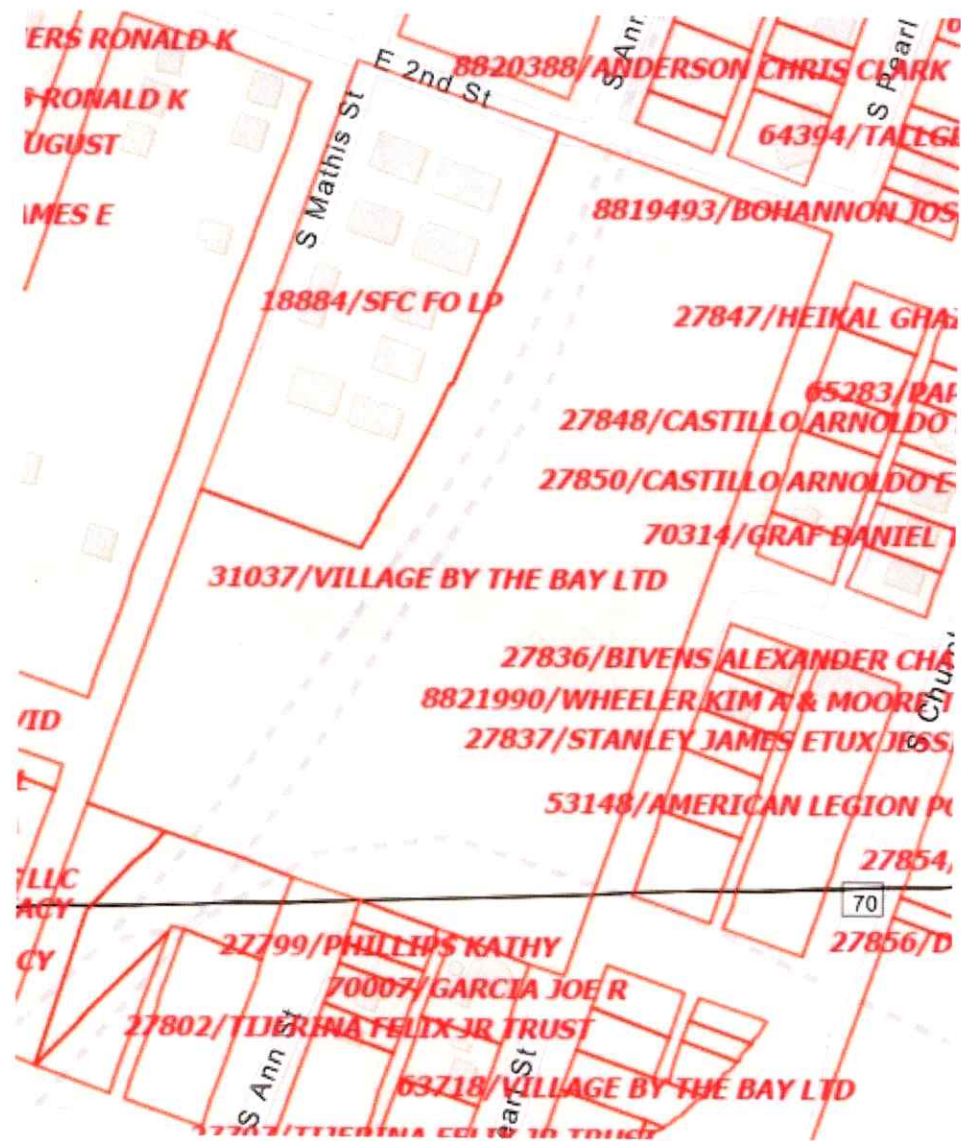
October 30, 2024

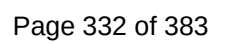
To Whom It May Concern,

I, VILLAGE BY THE BAY LTD, the owner of the property located at 1819-1833 S ANN ST ROCKPORT, TX 78382, 1720 MATHIS ST ROCKPORT, TX 78382, ? S ANN ST ROCKPORT, TX 78382 (property ID: 27792, 27791, 31037), hereby grant permission to SAL Holdings, LLC to apply for a Conditional Use Permit (CUP) for the property mentioned above.

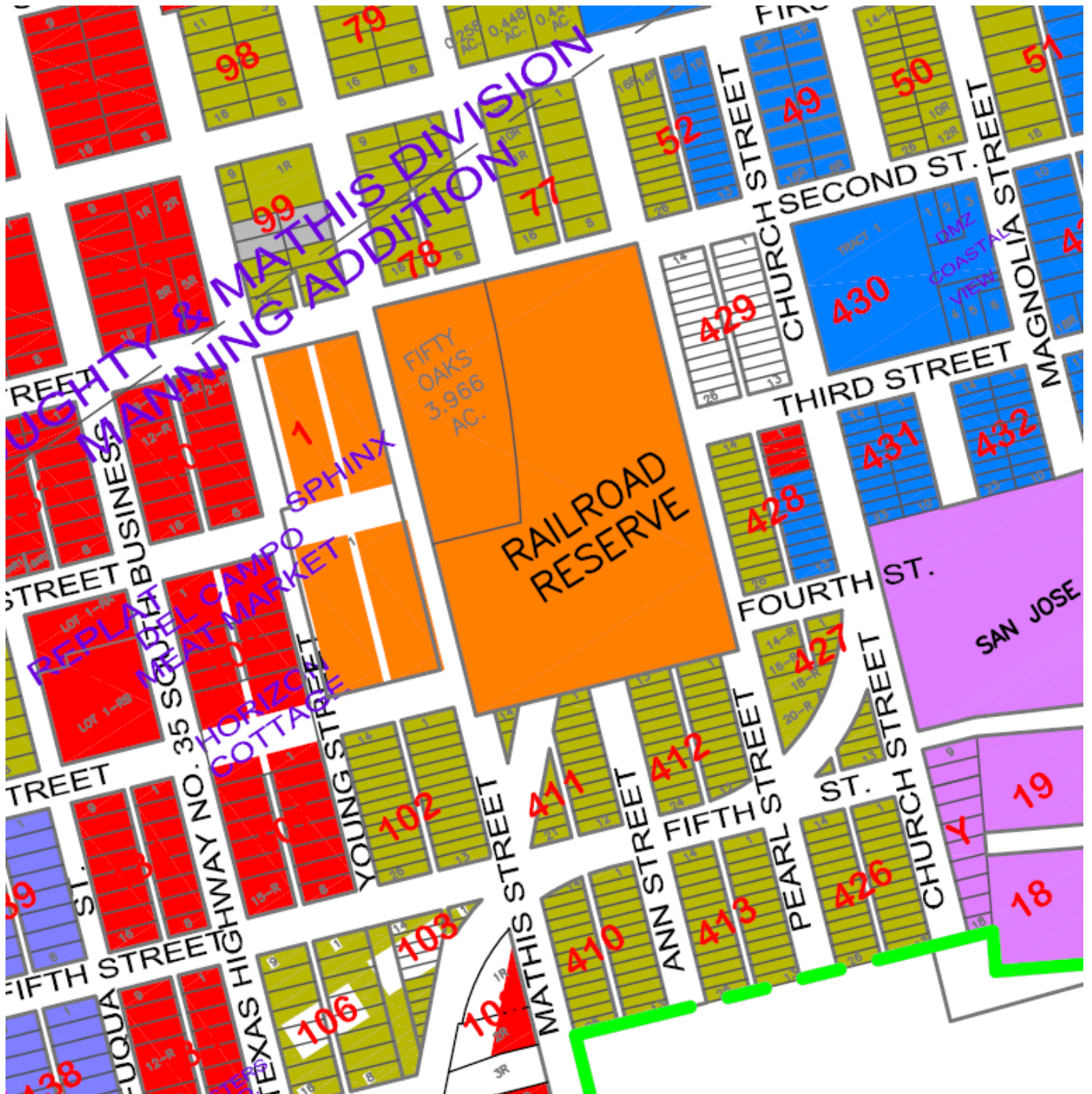
This authorization allows SAL Holdings, LLC to proceed with the necessary applications and related processes concerning the CUP.

Signature: Gabi Hilpold ^{Authenticate} John Cadena (represented party of VILLAGE BY THE BAY LTD)
Date: 11/19/24 11/20/24





ZONING MAP



[illegible]



PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 8, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request to rezone the property located at Railroad Reserve property on S Ann St., also known as Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey) to R-2 (2nd Single Family Dwelling District), currently zoned R-5 (2nd Multi 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 December 8, 2025, and the City Council Agenda of December 9, 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 20th day of November, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in Thursday, November 20, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

<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>
31037	Village By the Bay LTD	? S Ann St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
8810088	Scrivner D R Estate	1901 - 1925 S Ann St	PO Box 1401	George West	TX	78022
27791	Village By the Bay LTD	1720 Mathis St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
27792	Village By the Bay LTD	1819 - 1833 S Ann St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
27803	Felix Tijerina Jr Trust	1828 S Ann St	1824 S Ann St	Rockport	TX	78382
27802	Felix Tijerina Jr Trust	1824 S Ann St	1824 S Ann St	Rockport	TX	78382
27801	Margaret Rodgers	1816 S Ann St	156 Grand Lagoon Shores Dr	Panama City	FL	32408
27800	Margaret Rodgers	1814 S Ann St	156 Grand Lagoon Shores Dr	Panama City	FL	32408
27798	Angelica Boose	1810 S Ann St	132 Janacek	Rockport	TX	78382
27797	Felix Tijerina Jr Trust	1825 S Pearl St	1824 S Ann St	Rockport	TX	78382
8820105	Leslie Stranahan	1821 S Pearl St	1821 S Pearl St	Rockport	TX	78382
70007	Joe Garcia	1805 S Pearl St	1805 S Pearl St	Rockport	TX	78382
63719	Village By the Bay LTD	1818 S Pearl St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
63718	Village By the Bay LTD	1818 S Pearl St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
59606	Village By the Bay LTD	1806 S Pearl St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
59605	Village By the Bay LTD	1802 S Pearl St	15481 S Padre Island Dr STE 101	Corpus Christi	TX	78418
61628	James and Jessica Stanley	1724 - 1730 S Pearl St	13121 Delphinus Walk	Austin	TX	78732
61627	James and Jessica Stanley	1718 - 1722 S Pearl St	13121 Delphinus Walk	Austin	TX	78732
27837	James and Jessica Stanley	1712 S Pearl St Unit	13121 Delphinus Walk	Austin	TX	78732
8821990	Kim Wheeler and Teresa Moore	1706 S Pearl St	2450 Oak Hills Circle # 2415	Fort Worth	TX	76109
27836	Charles Alexander Bivens	703 E Third St	14210 Arbor Oak	San Antonio	TX	78249
53148	American Legion Post # 363	1701 S Church St	1701 S Church St	Rockport	TX	78382
27851	Fernando & Alva Ibarra	702 E Third St	7846 Bur Oak Way	San Antonio	TX	78223
27850	Arnoldo and Ruth Castillo	1616 S Pearl St Unit UNOPE	1615 S Church St	Rockport	TX	78382
27848	Arnoldo and Ruth Castillo	1612 S Pearl St Unit UNOP R	1615 S Church St	Rockport	TX	78382
8819989	Vicki Kelner	1606 S Pearl St Unit UNOP R	1602 Chilton Ln	Katy	TX	77493
27847	Ghazi & Anna Heikal	1602 S Pearl St Unit UNOP R	12327 Spilt Rail Pkwy	Austin	TX	78750
27846	Steve Kilburn and Cynthia Schilling	1623 S Church St	PO Box 275	Marble Falls	TX	78654
70314	Daniel and Elizabeth Graf	1619 S Church St	1619 S Church St	Rockport	TX	78382
27843	Arnoldo and Ruth Castillo	1615 S Church St	1615 S Church St	Rockport	TX	78382
27842	Arnoldo and Ruth Castillo	1613 S Church St	1615 S Church St	Rockport	TX	78382
67167	James and Maricella Castillo	1609 S Church St	1609 S Church St	Rockport	TX	78382
65283	Papagayo Inc	1605 S Church St	719 Waterwood	Rockport	TX	78382

65282	Rogelio and Celina Ibarra	1601 S Church St	5531 Randolph Blvd	San Antonio	TX	78233
8819493	Joshua and Shanda Bohannon	1526 S Pearl St	3788 FM 1781	Rockport	TX	78382
8819492	Joshua and Shanda Bohannon	1524 S Pearl St	3788 FM 1781	Rockport	TX	78382
26813	James Johnston and Jennifer Chave	1522 S Pearl St	12123 Stoney Bend St	San Antonio	TX	78247
26816	Jim and Linda Simpson	1515 S Pearl St	1515 S Pearl St	Rockport	TX	78382
8823784	James and Linda Simpson	1513 S Pearl St	1515 S Pearl St	Rockport	TX	78382
8820686	Daniela Cruz and Yadsmin Alvarado	1532 S Ann St	823 Northlake Dr	Richardson	TX	75080
8820388	Chris Anderson Clark	1524 - 1528 S Ann St	16092 S State Highway 16	Fredericksbrg	TX	78624
66571	Gary and Allana Raven	1516 S Ann St	309 Briarwood Trl	Austin	TX	78746
18884	SFC FO LP	501 E Second St	638 Camino De Kis Mares Ste H 1	San Clemente	CA	92673
26826	Lovely Villas LLC	1601 Mathis St	1307 Mystic River Ln	Rosenberg	TX	77471
26832	David Phillip	1801 Mathis St	129 Sendero Verde	San Antonio	TX	78261
8810067	Lee Melton	1803 Mathis St	129 Sendero Verde	San Antonio	TX	78261
65214	Jeremy and Robin Cunningham	1811 - 1817 Mathis St	1819 S Mathis St	Rockport	TX	78382
65215	Jeremy and Robin Cunningham	1819 Mathis St	1819 S Mathis St	Rockport	TX	78382
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382



PUBLIC HEARING
Planning & Zoning Commission
and City Council

Scanned

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, November 17, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request to rezone the property located at Railroad Reserve property on S Ann St., also known as Railroad Reserve, Acres 13.519, Manning Specifically Incl 150x85 RR Res Adj to Abst 92 (J Kettle Survey) to R-2 (2nd Single Family Dwelling District), currently zoned R-5 (2nd Multi 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 November 17, 2025, and the City Council Agenda of December 9, 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.

CITY OF ROCKPORT, TEXAS
/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: ALEXANDER C. BIVENS

Address: 703 E 3rd Street

City/State: Rockport TEXAS

☒ IN FAVOR () IN OPPOSITION

Phone: 210-857-4047

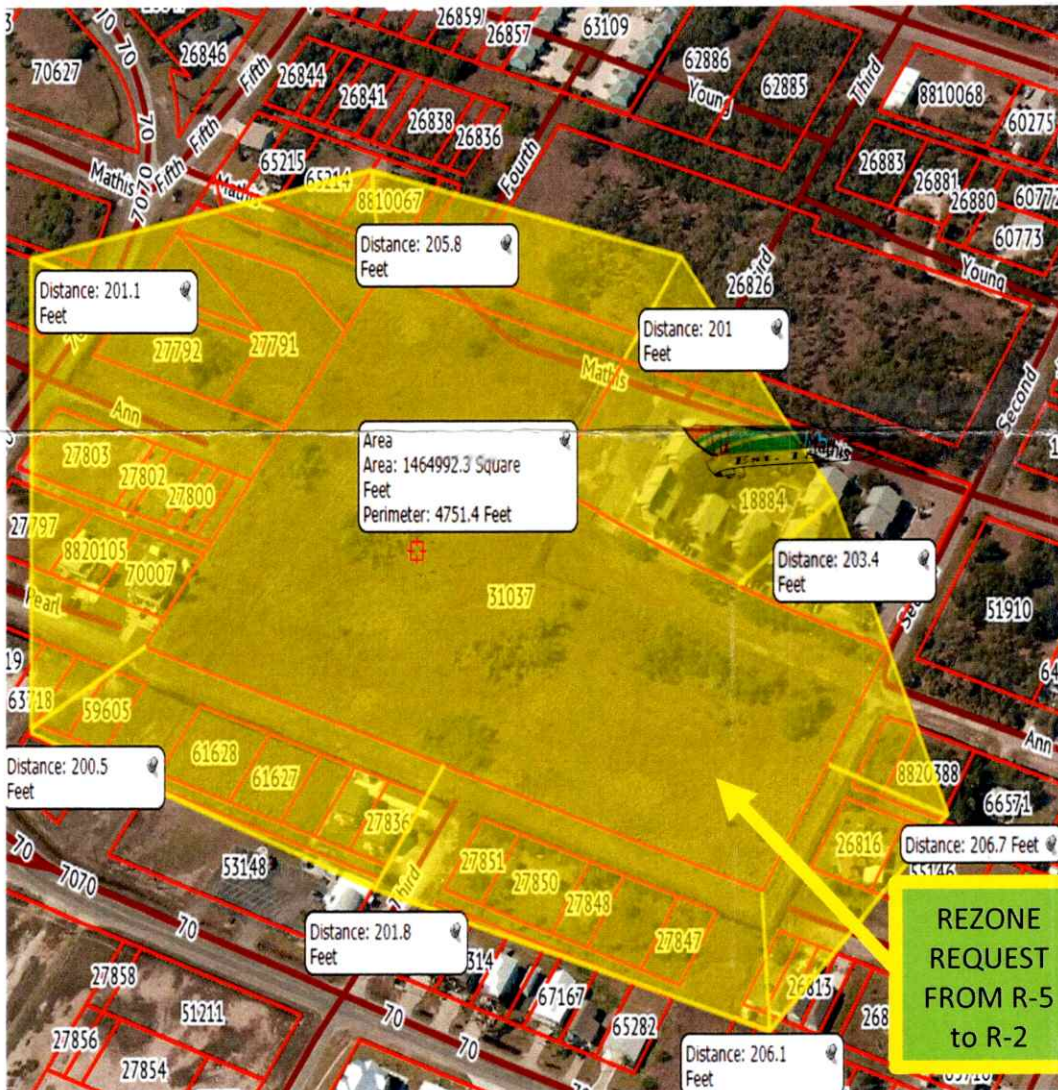
REASON:

A. Charlie Bivens
Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:
Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI TX 784

10 NOV 2025AM 2 L

FIRST CLASS



US POSTAGE IMPITNEY BOWES



ZIP 78382
02 7H
0006090064 \$ 000.74⁰
OCT 30 2025

Charles Alexander Bivens
14210 Arbor Oak
San Antonio, TX 78249

SITUS ADDRESS: 703 E Third St

78249-185110 CITY OF ROCKPORT, TEXAS





AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Request to rezone the property located at 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12,500 out of a 25.205 Acre Tract, being the N/2 out of a 51.88 Acre Tract, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to R-2 (2nd Single Family Dwelling District).

- i. Presentation by staff
 - ii. Presentation by requestor
 - iii. Public Hearing to receive comments in favor of or against the request.
 - iv. Consider the approval of the first of two readings of Ordinance 2002 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District) for property located 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12,500 out of a 25.205 Acre Tract, Being The N/2 out of a 51.88 Acre Tract, City of Rockport, Aransas County, Texas, to R-2 (2nd Single Family Dwelling District) repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.
-

SUMMARY:

Property owner, Stuart Lynn of Sal Holdings, LLC, is requesting to rezone the property to R2 (2nd Single Family Dwelling District) in order to develop a single-family subdivision following the requirements of the R2 zoning district.

Due to the required posting deadline for the December 9, 2025, City Council agenda, the staff reports from the Planning and Zoning Commission meeting held on December 8, 2025, are not yet available. Staff will report the Planning and Zoning Committee recommendation at the December 9, 2025, Council Meeting.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff recommends approval of the first of two readings of an Ordinance amending the Official

Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District) for property located 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12,500 out of a 25.205 Acre Tract, Being The N/2 out of a 51.88 Acre Tract, City of Rockport, Aransas County, Texas, to R-2 (2nd Single Family Dwelling District).

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Ordinance - The Oaks at Market
2. StaffReportPH- 802 W Morgan - The Oaks at Market
3. Submittal The Oaks at Market -5-1-2025
4. Pictometry for Mailouts_The Oaks @ Market
5. Zoning Map_The Oaks @ Market
6. Future Land Use Map_The Oaks @ Market
7. PH The Oaks @ Market
8. Public Mailout List_The Oaks @ Market
9. Mail Outs - 12-8-25

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: November 26, 2025

Kimberly Henry, Assistant to the City Manager

Date: November 28, 2025

Shelley Goodwin, City Secretary

Date: November 29, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED 802 W MORGAN AND 155 KELLY LANE ALSO KNOWN AS J SMITH SURVEY, ACRES 12.705 AND ACRES 12.500 OUT OF A 25.205 ACRE TRACT, BEING THE N/2 OUT OF A 51.88 ACRE TRACT, TO R-2 (2ND SINGLE FAMILY DWELLING DISTRICT), REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On November 20, 2025, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 20, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 20, 2025, the City caused to be published "Notice of Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on December 8, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 8, 2025, the Planning & Zoning Commission did meet and said Commission voted with a vote of [REDACTED] to recommend to the City Council to **Approve / Deny** this request to re-zone property, located at 802 W Morgan and 155 Kelly Lane to R-2 (2nd Single Family Dwelling District); and

WHEREAS, on December 9, 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 current zoning of land located at 802 W Morgan and 155 Kelly Lane, City of Rockport, Aransas County, Texas: be changed from R-1 (1st Single Family Dwelling District) to R-2 (2nd Single Family Dwelling District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 9th day of December, 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 _____ 2026.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

STAFF REPORT

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

**PROPERTY ADDRESS/LOCATION**

802 W Morgan & 155 Kelly Ln

APPLICANT/PROPERTY OWNER

Stuart Lynn of Sal Holdings, LLC, Owner

PUBLIC HEARING DATE

P&Z – Monday, December 8, 2025
CC – Tuesday, December 9, 2025,

P&Z DATE

P&Z – Monday, December 8, 2025

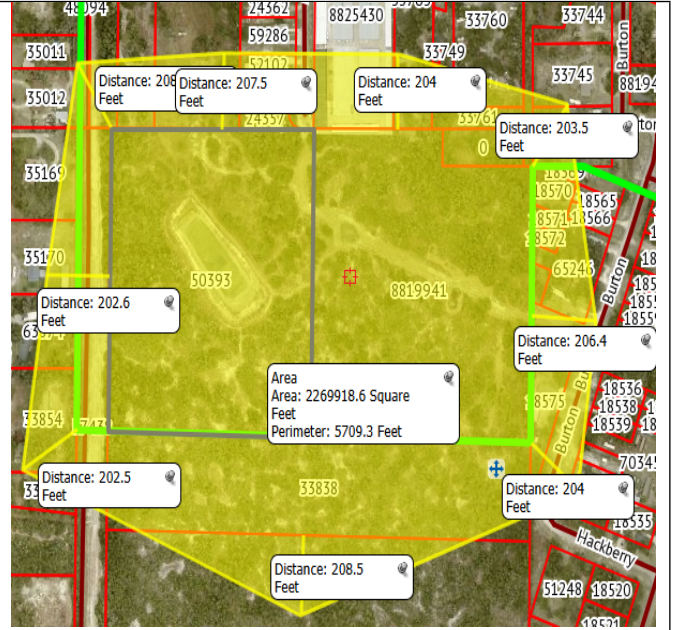
CITY COUNCIL DATE(S)

1st Reading – Tuesday December 9, 2025
2nd Reading – Tuesday, January 13, 2026,

BRIEF SUMMARY OF REQUEST

Property owner, Stuart Lynn of Sal Holdings, LLC is requesting to rezone the property to R2 (2nd Single Family Dwelling District) in order to develop a single family subdivision following the requirements of the R2 zoning district.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, October 30, 2025, edition and mailed out to seventeen (17) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R1 – 1 st Single Family Dwelling District	Undeveloped Land	N – R1 (1st Single Family Dwelling District) / B1 (General Business District) S – N/A - Not in City Limits E – N/A - Not in City Limits W – N/A - Not in City Limits	No Improvements	32.993 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Residential Use

PROPERTY HISTORY

Vacant Land

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/ APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

A. REQUESTING: Rezoning [☒] Conditional Permit [☐]

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

B. ADDRESS AND LOCATION OF PROPERTY (#1D 881994) 802 W. Morgan St,

(#1D 50393) 155 Kelly Ln & (#1D 33838) W of W Murray St. - county

C. CURRENT ZONING OF PROPERTY: R-1

D. PRESENT USE OF PROPERTY: undeveloped

E. ZONING DISTRICT REQUESTED: R-2

F. CONDITIONAL USE REQUESTED: _____

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

• Lot or Tract _____ Block _____

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

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

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____

THE OAKS AT MARKET STREET

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 33.676 acres

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

Planned new single residential lots ~ 163 50'x100'

K. OWNER'S NAME: (Please print) JAL HOLDINGS, LLC
ADDRESS: 2200 Ave A
CITY, STATE, ZIP CODE: Bay City, TX 77404
PHONE NO 979-245-8900

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

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

YES ☒ NO ☐

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: Alicia Waters
(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

Oaks at Market Street

Exhibit A

12.50 Acres out of 25.205 Acre Tract, being the N/2 out of a 51.88 Acre Tract J Smith Survey
(Property ID 50393)

7.788 Acres N/3 of S/2 J Smith Survey (Property ID 33838)

12.705 Acres out of a 25.205 Acre Tract, being the N/2 out of a 51.88 Acre Tract J Smith
Survey (Property ID 8819941)

12 *00* *✓*

Oaks at Market Street

33838 WOFW
Murray St.

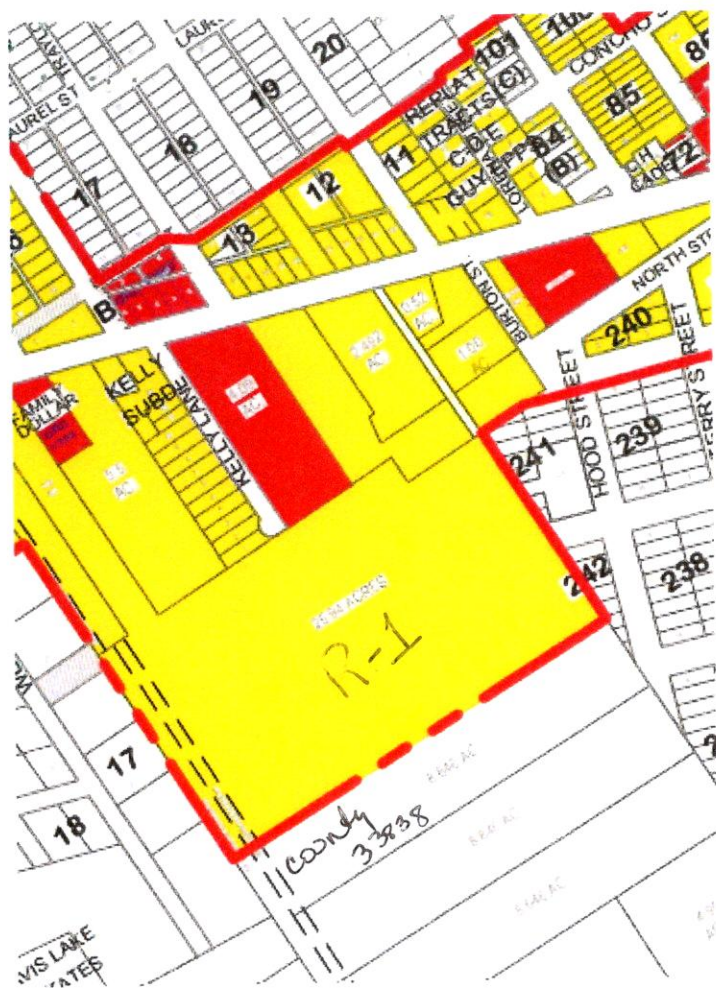
4766182

802 W Morgan

50393

155 Kelly Ln

78382



The Oaks at Market Street

State of Texas §

County of Aransas §

BEING a 33.676-acre tract of land out of the John Smith Survey Abstract 187, and out of Blocks 1 – 6 of the Bellevue Addition to Rockport, Texas according to the plat filed at Volume 1, Page 12 of the Map and Plat Records of Aransas County, Texas and said tract being comprised of that called 12.500-acre tract of land described in File Number 355149 and that called 12.705-acre tract of land described in File Number 355150 and the remainder of that called 8.65-acre tract of land described in File Number 345262, all as recorded in the Official Public Records of Aransas County, Texas, and this 33.676-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap marked "2133" found in the South line of that Aransas County 2.906-acre tract as recorded in File Number 197536 of the Official Public Records of Aransas County, which marks the Northwest corner of the herein described tract and the Northeast corner of that Aransas County 1.477-acre tract described in File Number 221579 of the Official Records of Aransas County, Texas;

THENCE North 89°20'59" East with the North line of the herein described tract, same being the North line of said 12.500-acre tract and with the South line of said Aransas County 2.906-acre tract, and with the South line of that 2.59-acre tract described in Volume 185, Page 173 of the Deed Records of Aransas County, Texas, and with the South line of the remainder of the Christopher J. Crowley, et ux 5.489-acre tract as described in File Number 340659 of the Official Property Records of Aransas County and the South line of Lot 1 of Kelly Subdivision according to the plat recorded at Volume 2, Page 11 of the Map Records of Aransas County, Texas at a distance of 151.17 feet pass a found 5/8 inch iron rod with no cap marking the Southwest corner of said 5.489-acre tract, at a distance of 432.95 feet pass a 5/8 inch iron rod with cap marked "Lynn Engineer Firm 10116600" set for the Southeast corner of said Crowley 5.489-acre tract and the Southwest corner of Lot 1 of Kelly Subdivision and continuing for a total distance of 612.54 feet (called South 89°12'00" West 612.20 feet in File Number 355149 of the Official Public Records of Aransas County) to a found 5/8 inch iron rod with cap marked "2133" found in the West right-of-way line of Kelly Lane;

THENCE North 89°34'50" East, continuing with the North line of said 12.500-acre tract and crossing Kelly Lane, a 60 foot wide public street right-of-way for a distance of 59.95 feet to a 5/8 inch iron rod with no cap marking the Northeast corner of said 12.500-acre tract and the Northwest corner of the aforementioned 12.705-acre tract and the Southwest corner of that called 4.09 acre tract described in Volume V-2, Page 472 of the Deed Records of Aransas County, Texas and continuing for a total distance of 261.60 feet (called 262.0 feet

in Volume V-2, Page 472 of the Deed Records of Aransas County, Texas) to a found 5/8 inch iron rod with cap marked "2133" marking the Southeast corner of said 4.09-acre tract and the Southwest corner of a called 0.19-acre tract described in Exhibit C of the deed recorded as File Number 310881 of the Official Public Records of Aransas County;

THENCE continuing with the North line of said 12.705-acre tract and the South line of said 0.19-acre tract for a distance of 155.36 feet to a found 5/8 inch iron rod marked "2133" at an exterior corner of the herein described tract and being the Northwest corner of the Clarence D. Christensen, et ux Sandra called 0.5877-acre tract;

THENCE South 00°50'31" East with the West line of said 0.5877-acre tract for a distance of 100.30 feet to a found 5/8 inch iron rod with cap marked "2133" for an interior corner of the herein described tract;

THENCE North 89°08'43" East with the South line of said 0.5877-acre tract for a distance of 291.00 feet to a found concrete monument marking the most Easterly Northeast corner of the aforementioned 12.705-acre tract, said monument being in the West boundary line of the Doughty and Mathis Division according to the plat recorded in Volume E, Pages 272-273 in the Deed Records of Aransas County, Texas;

THENCE South 00°37'35" East with the East line of said 12.705-acre tract and the West line of the Doughty and Mathis Division for a distance of 727.05 feet to a found 5/8 inch iron rod with no cap marking the Southeast corner of said 12.705-acre tract and the Northeast corner of the aforementioned remainder of a called 8.65-acre tract;

THENCE South 00°32'40" East continuing with the West line of said Doughty and Mathis Division and with the East line of said remainder of said 8.65-acre tract for a distance of 267.15 feet (called 266.63 feet in File Number 345262 of the Official Public Records of Aransas County) to a found 5/8 inch iron rod with cap marked "2133" marking the Southeast corner of said remainder of an 8.65-acre tract and the Northeast corner of a called 8.65-acre tract, called the Center 1/3 of a 25.94-acre tract;

THENCE North 89°51'06" West with the common line between the called North 1/3 and called Center 1/3 of a called 25.94-acre tract and with the South line of the herein described tract for a distance of 1,374.62 feet to a found 5/8 inch iron rod with cap marked "2133" marking the Southwest corner of the herein described tract and also being in the East line of the aforementioned Aransas County 1.477-acre tract;

THENCE North 00°56'52" West with the West line of the herein described tract and the East line of said 1.477-acre tract, at a distance of 267.02 feet pass a found 5/8 inch iron rod with cap marked "2133" marking the Northwest corner of the remainder of an 8.65-acre tract and the Southwest corner of the aforementioned 12.500-acre tract and continuing with the

West line of said 12.500-acre tract and the East line of said 1.477-acre tract for a total distance of 1,076.33 feet to the POINT OF BEGINNING containing in area 33.676 acres of land, more or less.

This description is based on a survey made on the ground under my supervision in March, 2025 and it accurately represents the property herein described to the best of my knowledge and belief.

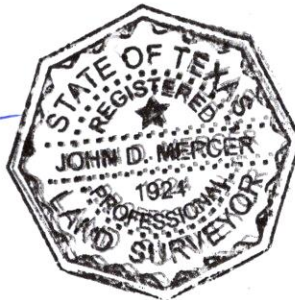
Coordinates and bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD83 (2011).

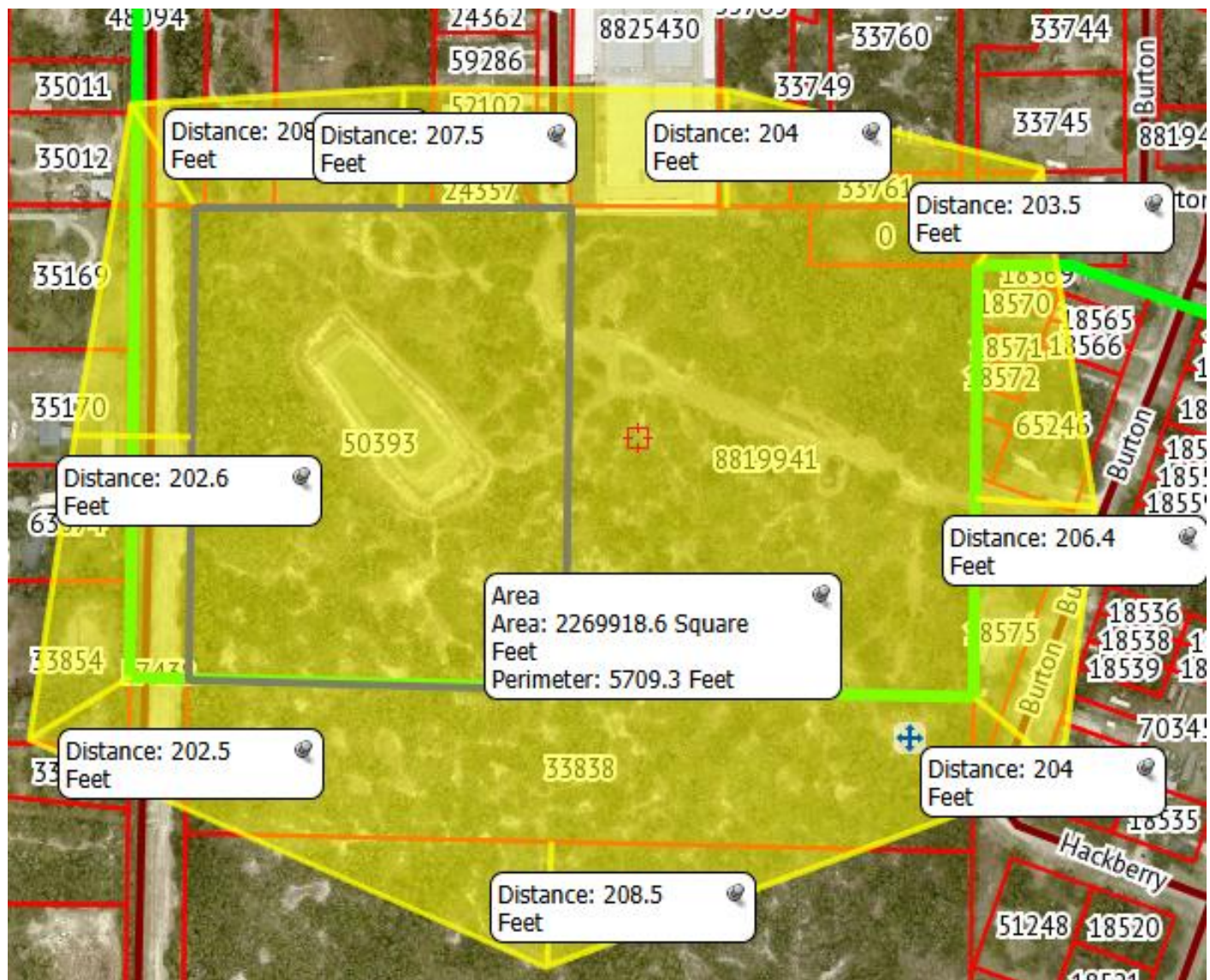
John D. Mercer
John D. Mercer, RPLS #1924

3/14/25

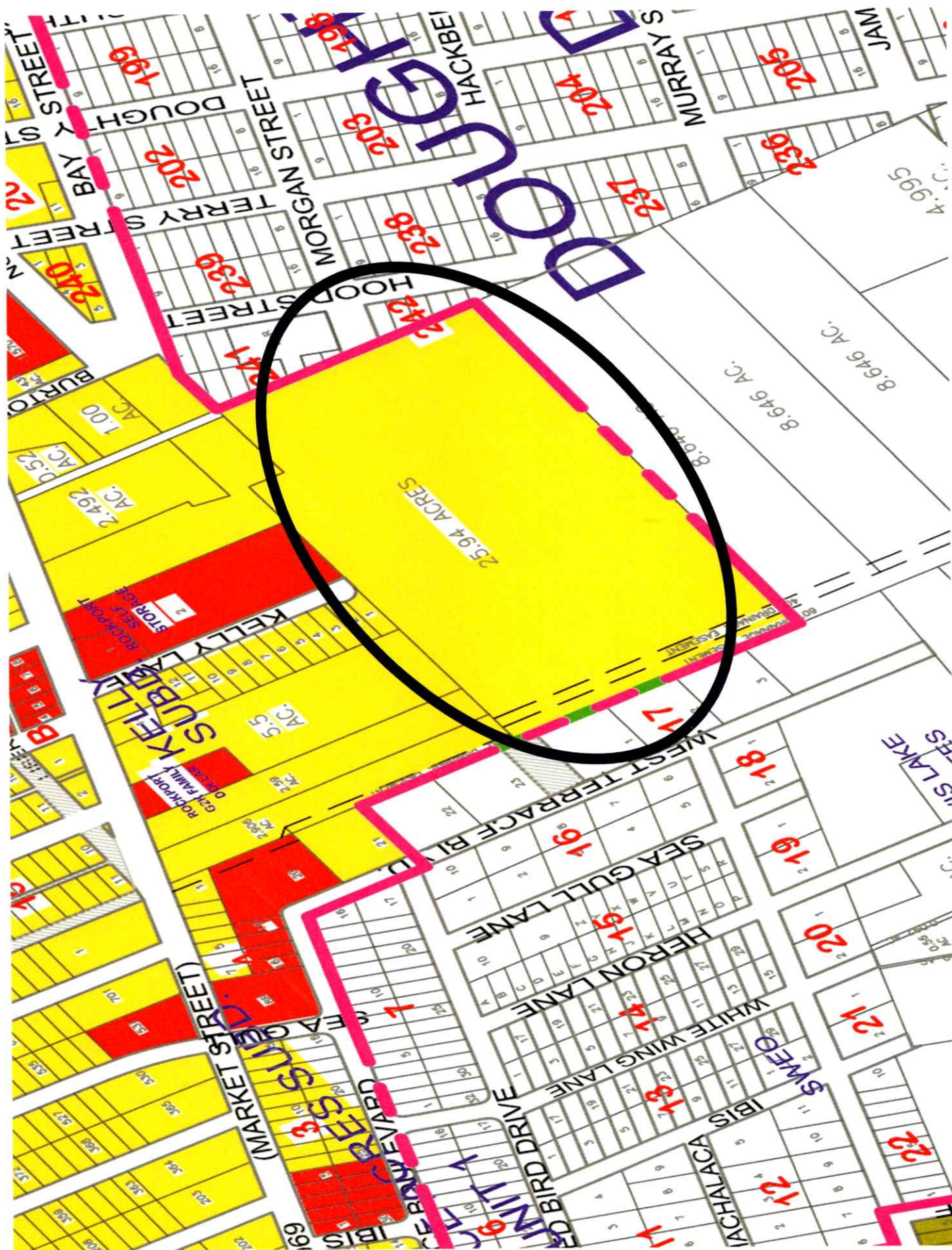
Lynn Engineering, LLC

Surveying Firm No. 10116600





Zoning Map





PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, December 8, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 9, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request to rezone the property located at 802 W Morgan and 155 Kelly Lane also known as J Smith Survey, Acres 12.705 and Acres 12.500 out of a 25.205 Acre Tract, Being The N/2 out of a 51.88 Acre Tract to R-2 (2nd Single Family Dwelling District), currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of December 8, 2025, and the City Council Agenda of December 9, 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 20th day of November, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas and Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in Thursday, November 20, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

<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>
8819941	Sal Holdings LLC	802 W Morgan st.	2200 Avenue A	Bay City	TX	77414
50393	Sal Holdings LLC	155 Kelly Ln.	2200 Avenue A	Bay City	TX	77414
57438	Aransas County	Questionable Existence near	2740 Highway 35 N	Rockport	TX	78382
33771	Aransas County	1107 W Market st.	2740 Highway 35 N	Rockport	TX	78382
33748	Peggy Friebele	1105 W Market st.	1105 W Market st.	Rockport	TX	78382
33770	Christopher & Karra Crowley	1001 W Market st.	P O Box 296	Rockport	TX	78381
52102	James & Kristin Underwood	131 Kelly Ln.	131 Kelly Ln.	Rockport	TX	78382
52101	Jose & Laura Reyes	135 Kelly Ln.	8006 Green Devon dr.	Houston	TX	77095
24357	Robert & Lucy Rau	143 Kelly Ln.	143 Kelly Ln.	Rockport	TX	78382
8825430	Siyata Storage Rockport LLC	825 W Market st.	7523 Coachwood dr.	Houston	TX	77071
33763	Jack Sheridan	801 W Market st.	124 Ceilo Vista dr.	Rockport	TX	78382
33749	Hector Cruz Jr.	725 W Market st.	725 W Market st.	Rockport	TX	78382
33760	Ben Grande	711 W Market st.	P O Box 4274	Corpus Christi	TX	78469
33761	Homer Roberson III	711-R W Market st.	1145 W Young ave.	Aransas Pass	TX	78336
66104	Neptune Enterprises Inc	621 W Market st.	1922 Goliad rd.	San Antonio	TX	78223
33745	Ansley Jayd Wood	133 S Burton st.	133 S Burton st.	Rockport	TX	78382
33772	Clarence & Sandra Christensen	131 S Burton st.	131 S Burton st.	Rockport	TX	78382
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382



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Planning & Zoning Commission
and City Council

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

CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

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

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

Printed Name: _____

Address: _____ City/State: _____

() IN FAVOR () IN OPPOSITION

Phone: _____

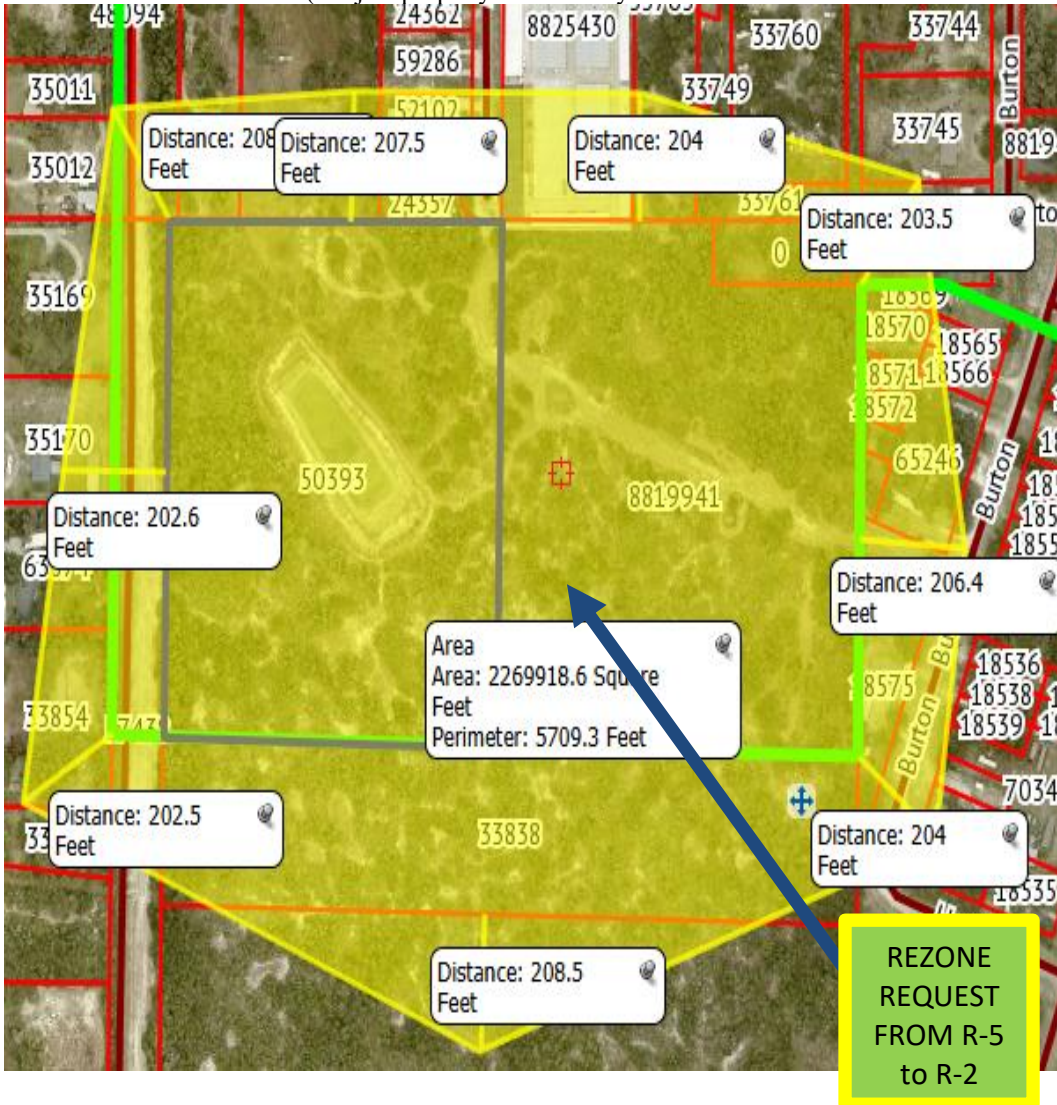
REASON:

Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:
Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

«Property_Owner»
«Mailing_Address»
«City», «State»«ZIP»

SITUS ADDRESS: «Situs_Address»



AGENDA MEMO

DEPARTMENT: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Public Works Director

MEETING DATE: December 9, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on the first of two readings of Ordinance 2003 amending the City's Water Conservation Plan to require formal review and renewal every five years; providing for administration; providing a severability clause; providing for conflicts; and providing an effective date..

SUMMARY:

The Water Conservation Plan outlines strategies to promote efficient water use, reduce waste, and ensure sustainable management of the City's water resources. The plan includes leak detection and maintenance, public education on conservation, water use restrictions during high demand or drought, and ongoing monitoring of water usage. Approval of the plan supports long-term water sustainability and regulatory compliance.

BACKGROUND:

FUNDING SOURCE:

N/A

FUNDING IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Water Conservation Plan (WCP) as presented.

STRATEGIC INITIATIVES:

Ordinance

ATTACHMENTS:

1. Water Conservation Plan proposed Ord
2. 2024_ Water Conservation Plan

APPROVAL/REVIEW:

Ryan Picarazzi, Public Works Director

Date: December 01, 2025

Date: December 01, 2025

Shelley Goodwin, City Secretary

Date: December 03, 2025

Vanessa Shrauner, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS, AMENDING THE CITY'S WATER CONSERVATION PLAN TO REQUIRE FORMAL REVIEW AND RENEWAL EVERY FIVE (5) YEARS; PROVIDING FOR ADMINISTRATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rockport is dedicated to the responsible and sustainable management of its water resources to protect public health, ensure reliable service, and preserve the long-term viability of its water supply; and

WHEREAS, the City of Rockport purchases treated water from the San Patricio Municipal Water District, whose primary source of supply is the Nueces River, with supplemental water supplied by the City of Corpus Christi; and

WHEREAS, the City Council recognizes the importance of water conservation efforts to reduce waste, maintain adequate supply during periods of drought, support regional water planning efforts, and comply with state and industry best management practices; and

WHEREAS, regular review and renewal of the Water Conservation Plan ensures that the City continuously evaluates changing water demands, supply conditions, infrastructure needs, population growth, and regulatory requirements; and

WHEREAS, the City Council finds that a formal five-year review cycle will strengthen water management practices, improve conservation outcomes, and promote responsible stewardship of natural resources for current and future residents; and

WHEREAS, the City Council hereby finds and determines that the amendment of the Water Conservation Plan as set forth herein is in the best interest of the citizens of Rockport and will further the City's commitment to efficient and sustainable water use.

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

SECTION 1. PURPOSE

The purpose of this Ordinance is to amend the City of Rockport's Water Conservation Plan to comply with best management practices and regulatory guidance by establishing a three-year review and renewal cycle. This amendment ensures continued efficient water use, reduction of waste, and sustainable long-term water resource management.

SECTION 2. AMENDMENT TO THE WATER CONSERVATION PLAN

The City Council hereby amends the City of Rockport Water Conservation Plan *Attachment A* as follows:

A. Review and Renewal Requirement

1. The Water Conservation Plan shall be formally reviewed, updated as necessary, and re-adopted by the City Council every three (3) years from the date of its last adoption.
2. The purpose of each review is to evaluate:
 - Water demand trends;
 - Supply conditions;
 - System losses and efficiency;
 - Changes in population or development;
 - Updates to state or regional requirements; and
 - Best practices for conservation and water sustainability.

B. Staff Responsibility

The City Manager, or designee, shall be responsible for preparing the review, proposing updates, and presenting a revised Water Conservation Plan to the City Council for consideration within the required three-year cycle.

C. Interim Updates

Nothing in this Ordinance prevents the City Council from initiating additional updates or amendments to the Water Conservation Plan at any time when needed due to drought, emergency conditions, infrastructure changes, or regulatory requirements.

SECTION 3. ADMINISTRATION

The City Manager, or designee, is authorized to administer and implement this amendment and ensure that all monitoring, reporting, and public education efforts required by the Water Conservation Plan remain active and effective.

SECTION 4. SEVERABILITY

If any provision of this Ordinance is found to be invalid or unconstitutional, such finding shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 5. CONFLICTS

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict only.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and approval by the City Council.

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

Approved on first reading on the ___ day of December, 2025.

Approved on second and final reading on the ___ day of January, 2026.

Timothy Jayroe
Mayor

Shelley Goodwin
City Secretary



WATER CONSERVATION PLAN 2024



**CITY OF ROCKPORT
UTILITIES DEPARTMENT
2751 SH 35 BYPASS
ROCKPORT, TX 78382**

Revised 09/25/2025

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1. Introduction

The City of Rockport Water Department purchases water from San Patricio Municipal Water District whose source is the Nueces River, with supplements from City of Corpus Christi. Our system provides water to customers within our corporate city limits, as well as those in the Town of Fulton and much of Aransas County. Over the past two decades, this area has experienced significant growth and with the abundant outdoor recreation, has become a favorite vacation destination. Many of the homes served by our water system are secondary residences; primarily occupied on weekends and holidays, with irrigation being the main use of our resources. These factors place increased demands on our water system and supply.

The City of Rockport recognizes the need to conserve and efficiently use existing resources to continue meeting current and future needs. For this reason, the city has implemented programs to minimize water loss and waste. Educational outreach programs are also in place.

In adopting this water conservation plan, the City of Rockport shall:

- Complete the Texas Water Development Board Water Conservation Utility Profile, WRD-264 on an annual basis.
- Set five- and ten-year goals for per capita water use.
- Adopt an ordinance approving the plan.

The conservation plan includes all elements required by TCEQ.

2. Water Utility Profile

For a copy of 2024 Water Utility Profile, see Attachment A.

3. Specification of Water Conservation Goals

As required by TCEQ, the City of Rockport has adopted specific water conservation goals for the water conservation plan and developed 5- and 10- year goals for reduction in per capita municipal use, including the following:

- Maintain unaccounted water in the system below 12% annually in 2021 and subsequent years;
- Continue to maintain a meter replacement program;
- Review and modify the current public awareness program and encourage water conservation and more efficient use of water by making information available to the public.
- Review and modify system specific strategy to conserve water to reduce usage during peak periods.

Five- and Ten-year Goals in Gallons per capita per day (gpcd)

Total Gallons Per Capita Per Day (gpcd) in 2023

	Historic 5 Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Water Loss (GPCD)	88	77	74	71
Residential GPCD	72	72	72	72
Water Loss (GPCD)	9	5	5	5

4. Metering, Usage Records, Water Loss and Leak Detection , and Repair

One of the main factors in water conservation is precise tracking of water use and control of loss through leaks and illegal connections. Careful leak detection and repair and continuous monitoring of our water system are imperative to control loss.

4.1 Accurate Metering of Treated Water Deliveries

The City of Rockport meters all treated water deliveries from San Patricio Municipal Water District, through one 10” meter at the Aransas County line. This meter is read by City of Rockport personnel daily and tested annually.

4.2 Metering Customer and Public Uses and Meter Testing, Repair and Replacement

The City of Rockport meters all water usage, including residential, commercial, industrial and governmental. A water audit was conducted in 2001 and a meter replacement program was implemented to reduce water loss. The program targets 10% of the older meters within the system, annually.

Additionally, the City of Rockport owns a meter tests bench and performs sample testing of meters on an annual basis.

4.3 Record Keeping

The City of Rockport records water delivered, and water sold on an excel spreadsheet; estimates water losses and separates water sales and uses into residential, commercial, and industrial categories as required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B)

4.4 Measures and Control of Water Loss

Water loss is the difference between treated water received from the San Patricio Municipal Water District and the metered deliveries to customers. Authorized but unmetered uses by fire fighting and line flushing are included in the calculation. Other water losses include:

- Losses due to water main breaks and leaks in the water distribution system;

- Losses due to illegal connections;
- Losses due to fire fighting and fire line flushing;
- Line flushing due to construction, maintenance, repair and water quality needs;
- Inaccuracy in customer meters.

In an effort to control unaccounted water, the City of Rockport Utilities Department installed an automated metering infrastructure (AMI) system. This system provides real time indication of leaks. In addition to the AMI system, field personnel walk all main distribution lines monthly and visually inspect all service lines for leaks. Meter readers and other field personnel also watch for and report signs of illegal connections.

4.5 Leak Detection and Repair

The City's SCADA system monitors activities and tank levels within the system. Activity is reviewed daily, and high / low level alarms are programmed to automatically notify personnel when reached. Additionally, meter readers and field personnel watch for and report signs of leaks and illegal connections. Leaks are repaired quickly, and illegal connections are terminated immediately.

4.6 Monitoring Effectiveness and Efficiency

The City of Rockport compiles data annually and submits a water utility profile to the Texas Water Development Board. Water use by category for the current year is compared to historical values.

The Utility Billing Office conducts weekly and monthly reports to closely monitor water consumption patterns. These reports help identify potential illegal usage and detect unusual increases in consumption that may indicate a leak. By promptly reviewing and investigating these findings, the City can address issues quickly, reduce water loss, and promote responsible water use among customers.

5. Water Conservation Program

The City of Rockport mails Consumer Confidence Reports to all customers annually. Additional copies of the annual CCR and water conservation literature are also placed in public areas of City buildings. CCR data is also on the City's website at www.rockporttx.gov.

The City of Rockport hosts multiple community events throughout the year, providing citizens with public awareness information, educational outreach, and water conservation tips. These events serve as an opportunity to engage the community and promote responsible water use.

6. Water Rate Structure

The City of Rockport has a conservation oriented and non-“promotional” rate structure which is cost of service based. The City has a fixed monthly fee based on meter size, which includes up to the first 1,500 gallons of water used and increases as the meter size increases. A commodity charge is applied for each additional 1,000 gallons of usage and in an effort to

encourage water conservation, the City has a tiered rate structure in which the unit price for water increases with increasing water use.

§ 102-56. Water rates inside city limits.

(a) There shall be charged and collected by the city from all residential customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges:

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

Tap Size (In Inches)	Minimum Charge
3/4	\$21.74
1	\$26.26
1-1/2	\$48.64
2	\$75.52
3	\$147.21
4	\$227.87
6	\$227.87

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$5.83 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$6.83 each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$7.76 for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(b) There shall be charged and collected by the city from all commercial customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges, used in any one regular billing cycle by any one user, the following sum per cycle.

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

Tap Size (In Inches)	Minimum Charge
3/4	\$21.74
1	\$26.26
1-1/2	\$48.64
2	\$75.52
3	\$147.21
4	\$227.87
6	\$227.87

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$5.83 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$6.83 each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$7.76 for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

§ 102-57. Wholesale water rates.

There shall be charged and collected by the city from all contracted resale customers, the sum of \$6.30 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

§ 102-58. Water rates outside city limits.

(a) There shall be charged and collected by the city from all customers of water supplied by the city outside its city limits, including customers residing within the Town of Fulton city limits,

the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges:

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

Tap Size (In Inches)	Minimum Charge
3/4	\$29.95
1	\$36.21
1-1/2	\$67.32
2	\$104.68
3	\$204.36
4	\$316.45
6	\$316.45

(2) If applicable, for all additional gallons used over 1,501 to 10,000 gallons, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable, for all gallons used over 10,001 to 15,000 the sum of \$9.59 per 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$10.90 for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(b) There shall be charged and collected by the city, for all commercial customers of water supplied by the city outside its city limits, as now or hereafter established, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges, used in any one regular billing cycle by any one user, the following sum per cycle:

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

Tap Size (In Inches)	Minimum Charge
3/4	\$29.95
1	\$36.21
1-1/2	\$67.32
2	\$104.68
3	\$204.36
4	\$316.45
6	\$316.45

(2) If applicable, for all additional gallons used over 1,501 to 10,000 gallons, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable, for all gallons used over 10,001 to 15,000 the sum of \$9.59 per 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of

\$10.90 for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

7. Other Water Conservation Measures

7.1 Wastewater Effluent Reuse

Rockport Country Club reuses effluent from City of Rockport Wastewater Treatment Plant for golf course irrigation. They are permitted up to 2.2-acre feet per acre annually.

As part of its long-term water conservation efforts, the city is implementing a Purple Pipe Project to deliver treated effluent for irrigation at Memorial Park. This reclaimed water system reduces the demand on the City's potable water supply by repurposing treated wastewater for non-potable uses. By utilizing this sustainable water source, the City is able to maintain the park's landscaping while conserving well water resources and promoting environmental stewardship.

7.2 Ordinances and Plumbing Codes

The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 3.0 gpm for showerheads, and 1.6 gallons per flush for toilets. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. The City of Rockport will continue to implement ordinances, plumbing codes, and rules on water conserving fixtures as they evolve through relevant building codes and State of Texas requirements.

Drought Contingency plan requests community voluntarily conserve and limit use of water and limit outdoor irrigation to three days per week from May 1 – September 30.

7.3 Requirement for Wholesale Customer

The City of Rockport is a wholesale water supplier. Every contract for the wholesale sale of water by customers that is entered into, renewed, or extended after the adoption of this water conservation plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water.

7.4 Coordination with Regional Water Planning Group

A copy of this ordinance shall be provided to the Coastal Bend Regional Water Planning Group.

7.5 Best Management Practices for Supply Management & Water Use Conditions for Demand Reduction

1.) Water Shortage Watch:

❖ *Best Management Practices for Supply Management:*

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

❖ *Water Use Conditions for Reducing Demand:*

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

2.) **Stage 1 – Mild Water Shortage:**

❖ *Best Management Practices for Supply Management:*

- Use more repair crews if necessary to allow for a quicker response time for water-line leak repair; and
- City crews (Water and other departments) begin monitoring customers' compliance with Stage 1 restrictions during the course of their daily rounds.
- In addition to the restrictions outlined below, City departments will make every effort to conserve water, including no new landscaping installation, no filling of ponds, and reducing the use of City-owned ornamental fountains.
- Increase targeted outreach to high-consumption industrial and commercial customers to urge water use reductions.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - (a) Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - (b) When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - (c) When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - (d) Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - (e) Take shorter showers.
 - (f) You can reduce water usage by 40% to 50% by installing low-flush toilets.

- (g) When hand-washing dishes, never run water continuously.
- (h) If you have a dishwasher appliance, use it only to wash full loads, and use the shortest cycle possible.
- (i) Wash only full loads in your washing machine and use the shortest cycle possible.
- (j) Repair leaks quickly.
- (k) Clean outdoor surfaces with a broom, not a hose. Water during the cool part of the day, in the morning or evening.
- (l) Do not over water in anticipation of a shortage. Soil cannot store extra water.

❖ Water Use Conditions for Demand Reduction

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

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to once per week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day in accordance with Section 9. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 - 1) Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "Water Well."
- b) No watering or irrigating of landscaped areas by hose-end sprinkler or automatic irrigation systems will be allowed between the hours of 10:00 a.m. and 6:00 p.m. to prevent evaporative loss.
- c) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special exemption from the City of Rockport.
- d) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. However, if the golf course utilizes reclaimed water or a water source other than that provided through City of Rockport infrastructure, the facility shall not be subject to these regulations.
- e) The use of water to maintain the integrity of building foundations is limited to designated watering days.

3.) Stage 2 – Moderate Water Shortage:

❖ Best Management Practices for Supply Management:

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

- Eliminate the flushing of water mains unless required for decontamination and/or

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

❖ Water Use Restrictions for Demand Reduction:

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

- (a) Irrigation of landscaped areas with hose-end sprinklers and automatic irrigation systems shall be limited to **once every other week**. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 1. Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "*Water Well.*"
- (b) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes reclaimed water or a water source other than that provided through the City of Rockport infrastructure or done by means of hand-held hoses, or hand-held buckets.
- (c) A person or entity who owns, leases or manages an outdoor swimming pool

(including City-owned pools) shall begin preparation for Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.

- (d) Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.
- (e) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

3.) Stage 3 – Critical Water Shortage:

❖ Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the City will also do the following during Stage 3:

- Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - (a) Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - (b) When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - (c) When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - (d) Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - (e) You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - (f) When hand-washing dishes, never run water continuously.
 - (g) If you have a dishwasher appliance, use it only to wash full loads.
 - (h) Wash only full loads in your washing machine and use the shortest cycle possible.
 - (i) Repair leaks quickly.
 - (j) Clean outdoor surfaces with a broom, not a hose.
 - (k) Do not overwater in anticipation of a shortage. Soil cannot store extra water.

❖ Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- Irrigation of turf grass by any means shall be **prohibited at all times**.
- Drip irrigation for foundations and landscaped beds is allowed **every other week** on the designated watering schedule. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day.
- Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a

faucet-filled bucket, or a watering can of five (5) gallons or less.

- Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the City Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "*Water Well.*"
- Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- A person or entity who owns, leases, or manages an outdoor swimming pool (including City-owned pools) shall have approximately 100% of the pool surface area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.
- Operators of water parks must seek approval from the City Manager or designee prior to the filling, refilling, or adding water to water parks.
- All fountains shall only operate to circulate water in order to maintain equipment.
- Hotels, motels, and other lodgings must offer and clearly notify guests of a "linen/towel change on request only" program.

4.) Level 1 Water Emergency:

❖ Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

❖ Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- (a) Irrigation of all landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle

is absolutely prohibited.

- (c) Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

5.) Level 2 Water Emergency

❖ Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

❖ Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- a) Irrigation of all landscaped areas is absolutely prohibited.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- c) Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

8. Implementation and Enforcement of the Water Conservation Plan

The City of Rockport will adopt the plan by ordinance and provide a copy to the TWDB upon completion. The ordinance shall designate responsible officials to implement and enforce the water conservation plan.



AGENDA MEMO

DEPARTMENT: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Public Works Director

MEETING DATE: December 9, 2025

CATEGORY: Action Item

CAPTION:

Discussion and direction on a proposal from Freese and Nichols regarding Alternate Water Supply Options

SUMMARY:

Discussion of the proposal from Freese and Nichols for alternate water supply option.

BACKGROUND:

FUNDING SOURCE:

N/A

FUNDING IMPACT:

N/A

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Groundwater Supply Evaluation Proposal_11-26-25

APPROVAL/REVIEW:

Ryan Picarazzi, Public Works Director

Date: December 02, 2025

Shelley Goodwin, City Secretary

Date: December 03, 2025

Vanessa Shrauner, City Manager

Date: December 03, 2025

**City of Rockport
Scope of Services
Groundwater Supply Evaluation**

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct a Groundwater Supply Evaluation (Project) for the City of Rockport (City) that includes a qualitative characterization of up to four (4) distinct fresh and/or brackish wellfields in San Patricio, Refugio, and Aransas Counties. Characterizations performed during this project will involve relatively high-level evaluations of availability, cost, water quality, risk, permitting, infrastructure requirements, and other components. A technical memorandum will be delivered that summarizes the analysis and results of the evaluation.

This scope does not include any analysis by FNI to determine the water demands or shortages of the City. FNI will use the supply and demand projections from the 2026 Region N Plan.

SCOPE OF SERVICES

1. Project Kickoff Meeting

FNI will conduct one (1) virtual meeting with City staff to review scope and schedule of the project and critical project milestones. FNI and City staff will discuss the potential metrics with which to evaluate the potential wellfields and the relative importance to the City of each metric. FNI will provide and review a data request memorandum identifying data needs.

2. Project Management and Communication

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City. This subtask will also include an initial internal Quality Assurance meeting with FNI leadership.

3. Data Collection and Review

FNI will coordinate with City staff on obtaining data required for the project, including previous water supply planning, historical water production data, historical distribution system water quality data, historical water loss data, and wholesale water contracts.

4. Progress Meetings

FNI will conduct up to two (2) virtual project meetings with City staff. The agenda for these meetings will include discussion on project progress and update on analysis and findings, as well as any pending data needs.

5. **Evaluation of Groundwater Alternatives**

FNI will perform qualitative characterizations of up to four (4) distinct fresh and/or brackish groundwater wellfield alternatives, with tailored insight on the potential relative costs (capital and O&M), length of implementation schedule, risks, volume of water supply, regulatory requirements, source water quality considerations, reliability, diversification, market competition, infrastructure integration considerations, blending issues, fundings solutions, and/or other considerations (as determined in Task 1).

Potential water supply alternatives include:

- **Fresh Groundwater:** Identify favorable areas for fresh groundwater development in the Gulf Coast Aquifer. Study area will be San Patricio, Refugio, and Aransas Counties. Groundwater Conservation District (GCD) rules, Desired Future Conditions (DFC), Modeled Available Groundwater (MAG), and potential future curtailment of additional groundwater wells will be considered.
- **Brackish Groundwater Desalination:** Identify favorable areas for brackish groundwater development in the Gulf Coast Aquifer. Study area will be San Patricio, Refugio, and Aransas Counties. Groundwater Conservation District (GCD) rules, Desired Future Conditions (DFC), Modeled Available Groundwater (MAG), and potential future curtailment of additional groundwater wells will be considered.

6. **Alternatives Workshop**

FNI will conduct one in-person meeting with City staff to review the evaluation on water supply alternatives. FNI will incorporate any comments received from City staff into the results of the evaluation.

7. **Technical Memorandum**

FNI will provide the City with a draft technical memorandum that summarizes the “universe of alternatives” evaluation performed. FNI will incorporate any comments received from City staff into a final technical memorandum. An electronic PDF file will be submitted to the City.

8. **Participation in City Council Engagement**

FNI will attend one City Council meeting and prepare a presentation to summarize the results of the water supply evaluation.

Summary of Deliverables

- Draft Technical Memorandum (electronic)
- Final Technical Memorandum (electronic)
- Presentation for Delivery to City Council (electronic)

Summary of Meetings, Workshops, and Presentations

- Project Kickoff Meeting (virtual)
- Alternatives Workshop (in-person)
- Progress Meetings (virtual)
- City Council Presentation (in-person)

Schedule

Task	Goal for Completion
Alternatives Workshop	Within 45 calendar days of Notice to Proceed
Draft Technical Memorandum	Within 30 calendar days of all comments from City staff following Workshop
Final Technical Memorandum	Within 21 calendar days of all comments from City staff on Draft Technical Memorandum

Compensation

FNI shall perform professional services under the Scope of Services for a lump sum fee of \$66,500.