
CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, December 14, 2021, at 6:30 p.m. The meeting will be held in person at the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas with social distancing guidelines and using the video conferencing application ZOOM. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting. **Video conferencing capabilities will be utilized to allow individuals to address the City Council. Members of the public can participate in the meeting remotely via Zoom at <https://us02web.zoom.us/j/83658401466> or scan the QR code to the right.**



Public participation is valued and citizens wishing to express their views on any topic or agenda item can electronically submit a citizen participation form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation> or scanning the QR code to the right, or if attending the meeting in person register 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 matters to be discussed and acted upon are as follows:

Opening Agenda

1. Call meeting to order.
2. Pledge of Allegiance.
3. Citizens to be heard.

At this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the speaker's card located on the table in the back of the Training Room of the Service Center and delivered to the City Secretary before the meeting begins, or written comments received by 4:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read by the Mayor and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil 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.

Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

4. Deliberate and act on approval of Regular Meeting Minutes of November 23, 2021, and Special Meeting Minutes of December 9, 2021.
5. Deliberate and act on approval of a license and services agreement with Tyler Technologies for their Incode Public Safety system and authorizing the City Manager to negotiate and execute all necessary documents.

6. Deliberate and act on report from Rockport-Fulton Chamber of Commerce for marketing expenditures made for 2021 Seafair.
7. Deliberate and act on a Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance.

Public Hearing

8. Conduct a Public Hearing on an Ordinance adopting a new voting ward map thereby revising City Council Member ward boundaries and reapportioning population in response to the 2020 Census.

Regular Agenda

9. Deliberate and act on first reading of an Ordinance approving and adopting the new voting ward reapportionment map of the City and revising the Council Member ward boundaries in response to the 2020 Census; providing for the redistricting of the four City Council Wards within the City of Rockport, Texas; providing a savings clause, severability clause and an effective date.
10. Deliberate and act to accept the Utility Bill Surcharge Fund Disbursement Report, Annual Reports from Fulton, Lamar, and Rockport Volunteer Fire Departments, and authorize disbursement of funds.
11. Deliberate and act on the Certificate of Appropriateness Application submitted by Tasha Martin on behalf of Derek Hurst to add a covered outdoor seating area and fencing on the southside of the property at 507 S. Austin Street, also known as Rock Bottom Park and Pub.
12. Deliberate and act on first reading of an Ordinance amending Chapter 14, (amusements and entertainments) of the City of Rockport Code of Ordinances; creating Article III, coin-operated machines; establishing an occupation tax; providing for applicable rules and regulations; providing for repealer, cumulative and severability clauses; and establishing an effective date.
13. Hear and deliberate on presentation of status of drainage maintenance and repair projects.
14. Hear and deliberate on proposed revision to city council meeting agenda process.
15. Reports from Council.
At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas County Alliance Local Government Corporation; Aransas Pathways Steering Committee; Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Coastal Bend Mayors Group; Park & Leisure Services Advisory Board; Planning & Zoning Commission; Rockport-Fulton Chamber of Commerce; Aransas County Storm Water Management Advisory Committee; Swimming Pool Operations Advisory Committee; Tourism Development Council; Tree & Landscape Committee; YMCA Development Committee; Texas Maritime Museum, Fulton Mansion, Rockport Center for the Arts, Aransas County, Aransas County Independent School District, Aransas County Navigation District, Town of Fulton, and Texas Municipal League. No formal action can be taken on these items at this time.

Executive Session

City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

16. Section 551.071 Consultations with Attorney seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: (a) Concho Street Drainage Project; (b) ACISD CNG Facility Agreement.
17. Section 551.074 Personnel Matters - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary Evaluation.

Open Session

City Council will reconvene into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

18. Adjournment.

Special Accommodations

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email citysec@cityofrockport.com for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

In accordance with the requirements of Texas Government Code Section 551.127, a member of the governing body may participate in this meeting from a remote location. A quorum of the governing body as well as the presiding officer shall be physically present at the above posted location, which shall be open to the public. Those participating remotely shall be visible and audible to the public for all open portions of the meeting. A member of a governmental body who participates in a meeting remotely as provided by law, shall be counted as present at the meeting for all purposes.

Certification

I certify that the above notice of meeting was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas on Friday, December 10, 2021, at 4:00 p.m. and on the City's website at www.cityofrockport.com. I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot* and *Corpus Christi Caller Times*.



Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 4

Deliberate and act on approval of Regular Meeting Minutes of November 23, 2021, and Special Meeting Minutes of December 9, 2021.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: Please see the accompanying minutes of the Regular Meeting of November 23, 2021, and Special Meeting of December 9, 2021.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends Council approve the Minutes, as presented.

CITY OF ROCKPORT

MINUTES

CITY COUNCIL REGULAR MEETING

6:30 p.m., Tuesday, November 23, 2021

Rockport Service Center, 2751 State Highway 35 Bypass
and
Via Video Conferencing Application ZOOM

Social distancing guidelines and the video conferencing application ZOOM are actions were taken to mitigate the spread of COVID-19. Video conferencing capabilities were utilized to allow individuals to address the City Council. Public participation is valued and citizens wishing to express their views on any topic or agenda item can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation> or scanning the QR code provided on the Agenda, or if attending the meeting in person register 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.

On the 23rd day of November 2021, the City Council of the City of Rockport, Aransas County, Texas, convened in a Regular Meeting at 6:30 p.m., at the Training Room of the Rockport Service Center with social distancing guidelines and using the video conferencing application ZOOM, and notice of meeting giving time, place, date, and subject was posted as described in V.T.C.A., Government Code § 551.041.

CITY COUNCIL MEMBERS PRESENT

Mayor Patrick R. Rios
Mayor Pro-Tem J.D. Villa, Ward 2
Council Member Katy Jackson, Ward 1
Council Member Brad Brundrett, Ward 3
Council Member Andrea Hattman, Ward 4

CITY COUNCIL MEMBER(S) ABSENT

STAFF MEMBERS PRESENT

City Manager Kevin Carruth
Assistant to City Manager Kimberly Henry
City Secretary Teresa Valdez
City Attorney Dan Santee
Director of Finance Katie Griffin – *Via ZOOM*
Parks & Leisure Services Director Rick Martinez
Director of Public Works and Building & Development Services Mike Donoho
Community Planner/Assistant Director of Building & Development Carey Dietrich
Chief of Police Greg Stevens
Information Technology Director Bob Argetsinger
Parks Maintenance Superintendent George Bennett

ELECTED OFFICIALS PRESENT

Opening Agenda

1. Call meeting to order.

With a quorum of the Council Members present, the Regular Meeting of the Rockport City Council was called to order by Mayor Rios at 6:30 p.m. on Tuesday, November 23, 2021, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and via video conferencing application ZOOM.

2. Pledge of Allegiance.

Council Member Brundrett led the Pledge of Allegiance to the U.S. flag.

3. Citizens to be heard.

At this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the speaker's card located on the table in the back of the Training Room of the Service Center and delivered to the City Secretary before the meeting begins, or written comments received by 4:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read by the Mayor and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil 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.

Kristie Rutledge, 1411 Dana Drive, addressed the Council. Ms. Rutledge stated she had submitted her comments in writing because she heard public comments may not be allowed on Agenda Item 11. Ms. Rutledge asked that Consent Agenda Item 6 be pulled for discussion, explained her reason for asking it to be pulled, and asked Council to vote against the appointment of Nancy Bolting to the Aransas County Partnership Economic Development Corporation.

Mayor Rios requested a Point of Information from Ms. Rutledge and asked who had said public comments would not be allowed on Agenda Item 11.

Ms. Rutledge answered the Mayor was welcome to go look it up on social media.

Diane Probst, 605 Bent Tree Street, addressed the Council. Ms. Probst stated she wanted to share some positive news; 36 businesses will be participating in Shop Small Saturday on November 27, 2021, from 9:00 a.m. until 4:00 p.m. Ms. Probst said this is a chance to support small businesses in Rockport and have fun.

Mayor Rios stated he had received a Citizen Participation Form. Mayor Rios read the comments from:

Bob Cunningham, 1722 Sorenson Drive: Mr. Cunningham commented on Ms. Bolting's initial appointment to the Aransas County Partnership Economic Development Corporation. Mr. Cunningham's comments included Ms. Bolting never seeking Council's priorities on economic development, never reporting to Council on EDC activities or plans, absent from the Local Government Corporation, and absent from discussion on the proposed RV ordinance and its economic repercussions. Mr. Cunningham wrote the City's

representative should be a voice for those in the Community whose interests may be very different and should actively protect broader citizen interests with maximum transparency.

Nancy Bolting, 201 Spanish Woods Drive, addressed the Council regarding the Comprehensive Plan. Ms. Bolting stated there is a network of plans that may have been overlooked such as the Aransas County Recovery Plan, and Aransas County Multijurisdictional Economic Development Strategic Action Plan which includes two volumes – Downtown Strength & Viability Plan and a Plan Integration Score Card and they have been incorporated into the Comprehensive Plan. Ms. Bolting encouraged Council to review those plans and stated you will see references in those plans and see that there were way more people involved.

Nancy Bolting, 201 Spanish Woods Drive, addressed the Council regarding Consent Agenda Item #6. Ms. Bolting stated when she was first asked to serve, she believes it was because she attended a lot of the meetings and at the time, she needed something to get her beyond the hurricane. Ms. Bolting said she has been involved in commercial property appraisal, spent numerous hours assisting business owners during COVID, worked closely with RV park owners, also serving on Small Business Council with the Chamber of Commerce, and also helped promote the Del Mar Workforce Center. Ms. Bolting commented as far as addressing Mr. Cunningham, she didn't think he understands; she is not an RV park owner, but she spent quite a bit of time with Dean Monroe, Craig Potts, Dawn Walker, several RV park owners asking them what she could do to assist them. Ms. Bolting stated she was not sure where Mr. Cunningham comes up with those things. Ms. Bolting said she was grateful the Council had chosen her to serve on the EDC and if Council needs meeting notes she would be happy to provide them, but she had never been asked for that.

Jatin Bhakta, 2950 Business Highway 35 North, addressed the Council regarding Consent Agenda Item #6. Mr. Bhakta commented that he served as the Chair of the EDC, and I can attest that Nancy Bolting just missed one meeting. Mr. Bhakta expressed support for the reappointment of Ms. Bolting to the EDC and said someone should not be discredited for contributing to other organizations. Mr. Bhakta said to take a look around; he has been to several City Council meetings and Commissioners Court meetings, and the negative opinion that is regurgitated at every meeting, you can take note of who really contributes to this community and who subtracts from this community.

Kristie Rutledge, 1411 Dana Drive addressed the Council regarding Consent Agenda Item #6. Ms. Rutledge stated just because she thinks something different about policies other than the EDC representative doesn't mean she goes personal. Ms. Rutledge voiced comments against the reappointment of Nancy Bolting to the EDC. Ms. Rutledge said Ms. Bolting's resource is to combat citizen input and she is hostile to taxpayers and citizens.

Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

4. Deliberate and act on approval of Regular Meeting Minutes of November 9, 2021, and Workshop Minutes of November 10, 2021.

5. **Deliberate and act on 4th quarter report from the Rockport Cultural Arts District for Fiscal Year 2020-2021 marketing expenditures.**
6. **Deliberate and act to confirm Mayoral appointment of City of Rockport board member to the Aransas County Partnership Economic Development Corporation.**

Mayor Rios called for requests to remove any item from the Consent Agenda for separate discussion.

Council Member Brundrett requested Item #6 be removed from the Consent Agenda for separate discussion.

MOTION: Council Member Jackson moved to approve the Consent Agenda Items #4 and #5 as presented. Mayor Pro-Tem Villa seconded the motion. Motion carried unanimously.

Consent Agenda Item #6.

Council Member Brundrett commented he has not seen any information provided to the Council by Ms. Bolting and he would like to see that. Mr. Brundrett added he did not have a problem with the reappointment of Ms. Bolting.

Council Member Jackson said in regard to the R-8 RV park ordinance, she never heard any input from RV park owners that Ms. Bolting was helping them or at least listening to them, not saying she didn't, but I never saw her at the R-8 RV park ordinance anything.

Mayor Pro-Tem Villa said he could say that Ms. Bolting and Mr. Monroe did speak to each other because he had spoken with Mr. Monroe and Ms. Bolting prior to them speaking to each other.

Council Member Hattman commented that Ms. Bolting has done a lot in the community; she is an advocate for the school district and children and Ms. Bolting does attend multiple meetings. Council Member Hattman stated she did believe Ms. Bolting has the ability to do well and Council Member Hattman did not have a problem with the reappointment of Ms. Bolting.

Mayor Rios stated he and Ms. Bolting speak on a regular basis and he knows she is engaged. Mayor Rios said the Council can make sure they get a regular report from Ms. Bolting.

MOTION: Mayor Pro-Tem Villa moved to confirm the Mayor's reappointment of Nancy Bolting as the City of Rockport board member to the Aransas County Partnership Corporation. Council Member Hattman seconded the motion. Motion carried unanimously.

Regular Agenda

7. **Deliberate and act on approval of a Resolution of the City of Rockport, Texas, authorizing the selection of a Professional Service Provider for the American Rescue Plan Act Program.**

Adelaide Marlatt, 456 Augusta Drive, addressed the Council and stated she was representing the Rockport Country Club Greater Drainage Team. Ms. Marlatt said it had come to their attention that funding was available through the American Rescue Plan Act Program that could be utilized for the drainage issues in the Rockport Country Club.

City Manager Kevin Carruth stated Ms. Marlatt's comments were not germane to this Agenda item.

Ms. Marlatt distributed a folder containing a presentation on their request for assistance to the City Manager, and the City Secretary, to be given to the Mayor.

Assistant to the City Manager Kimberly Henry said a request for proposals was published and sent to the appropriate individuals in accordance with the ARP Act and responses were due October 22, 2021. Ms. Henry stated the review committee consisted of Mayor Rios, Council Member Hattman, Director of Finance Katie Griffin, Director of Public Works Mike Donoho and herself. Ms. Henry informed the Council four responses were received and scored by the review committee and it is the recommendation of the review committee to recommend Council award the grant management contract to Langford Community Management Services based on pricing and the relative parity to the top scoring firm.

Mayor Rios stated the review committee did interview the top two respondents. Mayor Rios said the President Judy Langford of Langford Community Management Services was interviewed personally and the representative of GrantWorks was interviewed via ZOOM.

Council Member Hattman said Ms. Langford took the time to know our town and she thought of projects that would work. Council Member Hattman stated the Langford company is smaller and she thinks they are a good option to have a different company do some work for the City.

Mayor Rios said Langford Community Management Services does a lot of work for communities our size and it seems they would be a good fit.

Director of Public Works Mike Donoho said the proposal that Langford Community Management Services sent in showed they did a lot of research and will help us with the distribution and choice of projects for the use of the ARP funds.

Council Member Brundrett asked if the fees and pricing will come out of the grant. Council Member Brundrett asked if the role of Langford was to assist the City in properly administering this grant.

Justin Meyer, representing Langford Community Management Services, addressed the Council. Mr. Meyer answered the fees will come out of the grant and yes, their role was to assist the City in properly administering the grant. Mr. Meyer stated Ms. Langford was available via ZOOM if the Council had questions.

Judy Langford, President of Langford Community Management Services stated she was looking forward to working with the City.

MOTION: Mayor Pro-Tem moved to adopt a Resolution authorizing the selection of Langford Community Management Services as the professional service provider for the American Rescue Plan Act Program and authorize the Mayor to negotiate and execute all necessary documents. Council Member Hattman seconded the motion. Motion carried unanimously.

8. Hear and deliberate on an Intergovernmental Agreement with the Coastal Bend Council of Governments for a regional fiber optic network project.

Mary Afuso, Disaster Recovery Manager with Coastal Bend Council of Governments addressed the Council. Ms. Afuso stated she was at the meeting tonight to talk to the Council about the regional broadband initiative. Ms. Afuso said they are nowhere near the process of having an interlocal agreement signed by the City. Ms. Afuso explained the project started in Aransas County but has grown into a multijurisdictional project and that is how the Coastal Bend Council of Government became involved. Ms. Afuso said they are not sure where the money is going to come from, but this is a critical infrastructure goal.

Council Member Brundrett asked for a projected timeline.

Ms. Afuso said she would like to see it come next year and they are looking to do public/private partnerships. Ms. Afuso stated government will not own this and they want private companies to put money into this because they are the ones that will have to maintain and keep the technology up. Ms. Afuso said she would like to see groundbreaking by 2024.

9. Hear and deliberate on establishment of Aransas County Sexual Assault Response Team with Police Department participation.

Chief of Police Greg Stevens addressed the Council and stated one of the significant things about the establishment of this response team is that it should standardize how the police department responds to sexual assault of adults. Chief Stevens stated a protocol has to be produced by December 2022 and he believes it will work well and it will be beneficial.

Council Member Brundrett asked if it was similar to any other task force, we may be involved with.

Chief Stevens answered perhaps. Chief Stevens said this is unfunded and we don't know if it will affect our budget. Chief Stevens added the meetings will be held during the day and so far, there is nothing that has caused him concern.

10. Deliberate and act on second & final reading 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 at 1130 West Market Street; also known as Oak Terrace, Lot 531, City of Rockport, Aransas County, Texas, to B-1 (General Business District) to develop office and retail space; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

Community Planner/Assistant Director of Building & Development Carey Dietrich stated there had been no changes in format or content since Council approved the first reading of the Ordinance on November 9, 2021.

MOTION: Council Member Brundrett moved to approve the second & final reading 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 at 1130 West Market Street; also known as Oak Terrace, Lot 531, City of Rockport, Aransas County, Texas, to B-1 (General Business District) to develop office and retail space; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. Mayor Pro-Tem Villa seconded the motion. Motion carried unanimously.

11. *Postponed – November 9, 2021: Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, adopting an amended Comprehensive Plan for the City; providing that the adopted Comprehensive Plan shall supersede and replace any Comprehensive Plan previously adopted; providing a repealer clause; providing a severability clause; and providing an effective date.*

Public Works and Building & Development Services Director Mike Donoho addressed the Council and stated the development of a Comprehensive Plan started in the Summer of 2018, had over 200 participants and has been brought to Council multiple times. Mr. Donoho said on July 13, 2021, a Joint Public Hearing with the Planning & Zoning Commission and on July 19, 2021, the Planning & Zoning Commission voted unanimously to recommend approval of the Comprehensive Plan with the removal of “co-living” and “mixed-use” in the Plan asked for a clearer Future Land Use Map. Mr. Donoho declared that the Future Land Use Map does not constitute zoning. Mr. Donoho said over the last couple of weeks there have been questions about the legality of certain things in the Comprehensive Plan and the City Attorney has assured us the Comprehensive Plan is legal under the Local Government Code. Mr. Donoho stated plans are designed to be flexible and can be changed at any time by Council. Mr. Donoho reiterated that everyone should understand if someone owns a piece of property, they have the right to develop their property and there have been times when a developer has asked for certain zoning change and the Planning & Zoning Commission has recommended denial; that process is still in place. Mr. Donoho expressed: “This is not a poison plan.”

City Attorney Dan Santee stated the key is that it is a Plan and if this one is not adopted the previous Plan stays in place. Mr. Santee said no city is required to have a Comprehensive Plan. Mr. Santee explained that “inclusionary zoning” referred to in the Plan is listed as a tool that can be looked at and considered; saying it might work, doesn’t mean it will. Mr. Santee reiterated that it is a Plan, and it is not changing anything today; it’s a roadmap.

Council Member Brundrett asked Mr. Santee if he would consider any of the changes made since the first reading to be substantive.

Mr. Santee answered no and not anything that would make you go back to a first reading. Mr. Santee added he did not consider the changes made substantive because of the number of meetings

held.

Mayor Rios stated if Council believes there were substantive changes it can go back to having a first reading of the Ordinance.

MOTION: Council Member Brundrett moved to send this back to the Planning & Zoning Commission so they can view the final clean version of the Plan and the Future Land Use Map and have them make a recommendation to Council. Council Member Jackson seconded the motion.

Mayor Pro-Tem Villa said staff and Council has done everything the Planning & Zoning Commission asked us to do.

Motion carried 3:2.

FOR MOTION: Council Member Brundrett, Council Member Jackson &
Council Member Hattman.

AGAINST MOTION: Mayor Pro-Tem Villa and Mayor Rios.

Mayor Rios announced this will go back to the Planning & Zoning Commission. Mayor Rios stated he has some cards from citizens who wished to address the Council.

- 1) George Riekers, 802 E. Market Street, addressed the Council and voiced comments against the proposed Comprehensive Plan.
- 2) Jennifer Shaw, 442 August Drive, addressed the Council and voiced comments against the changes to the Rockport County Club area on the Future Land Use map.

Mayor Rios said he had received several Citizen Participation Forms and some emails from the following:

- 1) Kimber Clark, 510 Scott Street: Mayor Rios read Ms. Clark's email requesting the Council start the process at this meeting to designate the area bordered by Fulton Beach Road, Traylor Avenue, Henderson Street and Scott Street as a Conservation Subdivision.
- 2) Kathy Kane, 109 Boardwalk Avenue: Mayor Rios read Ms. Kane's comments asking Council to table the vote for at least 30 days to allow the Council the time to ask their citizens for input.
- 3) James Robert Crump, 458 Augusta Street: Mayor Rios read Mr. Crump's comments opposing the proposed Plan that recommends zoning changes next to the Rockport Country Club Subdivision.
- 4) Susan Fulton, 1112 South Live Oak Street: Mayor Rios read Ms. Fulton's comments requesting the Council not pass this Comprehensive Plan but go back to the drawing board.
- 5) Phillip Mullins, 427 S. Fulton Beach Road: Mayor Rios read Mr. Mullin's comments

asking the City Council to start the process immediately at this meeting, to designate the area bordered by Fulton Beach Road, Traylor Boulevard, Henderson Street and Scott Street as a Conservation Subdivision.

- 6) Irene Dubicka, 1108 South Austin Street: Mayor Rios read Ms. Dubicka's comments stating the Plan was crafted by a disproportionate number of high schoolers & college students who don't live here, and the Plan is overloaded with offers by local government officials to provide long-term tax breaks for development.

Mayor Rios said he had an additional card for someone to address the Council:

- 1) Kristie Rutledge, 1411 Dana Drive, addressed the Council and voiced comments saying the Comprehensive Plan does not represent the values and desires of current property owners, but is about economic development. Ms. Rutledge stated we are being targeted by an administration at the Federal level that does not share our values and they are wanting to put in socialistic ideas through the Texas A&M University that created this Plan.

12. Deliberate and act on map options for the redistricting process. Topical discussions and possible action items will include possible re-alignment and re-apportionment among the four wards and the review of different mapping options, as well as review of the minority population distribution that complies with federal guidelines.

City Attorney Dan Santee called the Council's attention to the overhead projection showing Option 6 of the redistricting map. Mr. Santee said the Council had held a workshop on November 10th and with additional feedback from Council the Option 6 map was created. Mr. Santee stated the deviation is under 7.9%, under the maximum deviation of 10% and this positions the Wards well going forward. Mr. Santee explained the next step is to bring the map back for a public hearing and the first reading of the Ordinance for formal adoption.

Discussion was held among Council and Mr. Santee.

It was the consensus of Council to make the following changes to the Option 6 map:

- 1) Move the area North of Palmetto Avenue from Ward 4 to Ward 3; and
- 2) Move the area known as Rockport Country Club Square back from Ward 3 into Ward 4; and
- 3) Move the unpopulated area along the coast back from Ward 3 into Ward 1, where it had been previously.

Mr. Santee stated if those changes are made, it looks like there would be a 9.8% deviation, but he will have to double check everything. Mr. Santee said the GIS consultant is going to do one final sweep to make sure the population numbers are correct.

MOTION: Council Member Brundrett moved to accept the Option 6 redistricting map with the three changes discussed: 1) move the area North of Palmetto Avenue from Ward 4 to Ward 3; and 2) move the area known as Rockport Country Club Square to Ward 4; and 3) Move the unpopulated area along the coast (Aransas County Navigation District property and Bass Property to Ward 1;

and direct the City Attorney to bring back to Council for consideration. Mayor Pro-Tem Villa seconded the motion. Motion carried unanimously.

13. Reports from Council.

At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas County Alliance Local Government Corporation; Aransas Pathways Steering Committee; Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Coastal Bend Mayors Group; Park & Leisure Services Advisory Board; Planning & Zoning Commission; Rockport-Fulton Chamber of Commerce; Aransas County Storm Water Management Advisory Committee; Swimming Pool Operations Advisory Committee; Tourism Development Council; Tree & Landscape Committee; YMCA Development Committee; Texas Maritime Museum, Fulton Mansion, Rockport Center for the Arts, Aransas County, Aransas County Independent School District, Aransas County Navigation District, Town of Fulton, and Texas Municipal League. No formal action can be taken on these items at this time.

Council Member Jackson the merchants from the downtown district are busy; there is a Shopping Tournament this weekend. Council Member Jackson said the VFW will be selling burgers this weekend, Christmas in the District is on December 11th and the Tropical Christmas event is Saturday, December 4th.

Mayor Pro-Tem Villa stated there will be all kinds of activities at the Tropical Christmas event. Mayor Pro-Tem Villa said he attended the Fulton Elementary tribute to Veterans on Veterans Day and it moved him.

Council Member Brundrett stated he hoped everyone would have safe travel during the Thanksgiving holiday. Council Member Brundrett said staff would have a couple of days off and he hoped they enjoyed their time with friends and family.

Council Member Hattman reminded everyone of Christmas on the Beach, December 5-15, 2021, in which the non-profits raise money. Council Member Hattman wished everyone a great Thanksgiving and to stay safe.

Mayor Rios said we are coming to the end of the year, and he reflected on it saying it has been a fairly good year and the City has made a lot of progress. Mayor Rios thanked everyone for their help and input to get us where we are today.

Mayor Pro-Tem Villa commented there are a lot of suicides this time of the year and he asked that you check on your neighbors, family and friends.

Council Member Brundrett added that a phone call can go a long way.

Executive Session

City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

14. Section 551.071 Consultations with Attorney seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of

Professional Conduct of the State Bar of Texas clearly conflicts with the chapter: Concho Street Drainage Project.

- 15. Section 551.074 Personnel Matters – deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer of employee: 1) City Secretary evaluation, 2) City Attorney evaluation, 3) Review of proposals for Interim City Manager Services and the City Manager search process, and 4) negotiation of Interim City Manager Agreement terms as necessary.**

At 8:41 p.m., Mayor Rios convened the Rockport City Council into an executive session pursuant to Government Code Sections 551.071 (Consultations with Attorney) seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter: Concho Street Drainage Project; and Section 551.074 (Personnel Matters) deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer of employee: 1) City Secretary evaluation, 2) City Attorney evaluation, 3) Review of proposals for Interim City Manager Services and the City Manager search process, and 4) negotiation of Interim City Manager Agreement terms as necessary.

Open Session

City Council will reconvene into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any actions necessary related to the executive sessions noted herein, or regular agenda items noted above, and/or related items.

At 9:38 p.m., Mayor Rios reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code.

MOTION: Council Member Jackson moved for the Mayor to engage Texas First Group to secure an Interim City Manager. Council Member Brundrett seconded the motion. Motion carried unanimously.

16. Adjournment.

At 9:39 p.m., Mayor Pro-Tem Villa moved to adjourn. Motion was seconded by Council Member Hattman. Motion carried unanimously.

APPROVED:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY OF ROCKPORT

MINUTES

CITY COUNCIL SPECIAL MEETING

4:00 p.m., Thursday, December 9, 2021

Rockport Service Center, 2751 State Highway 35 Bypass

and

Via Video Conferencing Application ZOOM

Social distancing guidelines and the video conferencing application ZOOM are actions were taken to mitigate the spread of COVID-19. Video conferencing capabilities were utilized to allow individuals to address the City Council. Public participation is valued and citizens wishing to express their views on any topic or agenda item can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation> or scanning the QR code provided on the Agenda, or if attending the meeting in person register before the meeting begins. Using the same form, citizens can also provide written comments to the City Secretary by 11:00 a.m. on the day of the meeting. The Mayor will read the comments and they will be summarized in the minutes of the meeting.

On the 9th day of December 2021, the City Council of the City of Rockport, Aransas County, Texas, convened in a Special Meeting at 4:00 p.m., at the Training Room of the Rockport Service Center with social distancing guidelines and using the video conferencing application ZOOM, and notice of meeting giving time, place, date, and subject was posted as described in V.T.C.A., Government Code § 551.041.

CITY COUNCIL MEMBERS PRESENT

Mayor Patrick R. Rios
Mayor Pro-Tem J.D. Villa, Ward 2
Council Member Katy Jackson, Ward 1
Council Member Brad Brundrett, Ward 3
Council Member Andrea Hattman, Ward 4

CITY COUNCIL MEMBER(S) ABSENT

STAFF MEMBERS PRESENT

City Manager Kevin Carruth
Assistant to City Manager Kimberly Henry
City Secretary Teresa Valdez
City Attorney Clarissa Rodriguez
Parks & Leisure Services Director Rick Martinez
Director of Public Works and Building & Development Services Mike Donoho

ELECTED OFFICIALS PRESENT

Information Technology Director Bob Argetsinger

Opening Agenda

1. Call meeting to order.

With a quorum of the Council Members present, the Special Meeting of the Rockport City Council was called to order by Mayor Rios at 4:00 p.m. on Thursday, December 9, 2021, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and via video conferencing application ZOOM.

2. Citizens to be heard.

At this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the speaker's card located on the table in the back of the Training Room of the Service Center and delivered to the City Secretary before the meeting begins, or written comments received by 11:00 a.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read by the Mayor and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil 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.

Ken Barron, 402 Cascades, addressed the Council. Mr. Barron said he was providing a request from the Greater Rockport Country Club Stormwater Drainage Team for the City to utilize funds from the American Rescue Plan to do repairs for drainage in the Rockport Country Club. Mr. Barron stated there is \$2.6 million available. Mr. Barron provided copies of the proposal to the City Secretary to be given to the City Council.

Executive Session

City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

3. Section 551.074 Personnel Matters – deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Interview Interim City Manager candidate.

At 4:04 p.m., Mayor Rios convened the Rockport City Council into an executive session pursuant to Government Code Sections 551.074 (Personnel Matters) deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Interview Interim City Manager candidate.

Open Session

City Council will reconvene into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any actions necessary related to the executive sessions noted herein, or regular agenda items noted above, and/or related items.

At 5:26 p.m., Mayor Rios reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code.

MOTION: Council Member Brundrett moved to authorize the Mayor to execute an agreement with Texas First Group to hire Richard Morton, Jr. as Interim City Manager with a start date of January 10, 2022, and one week training session starting December 14, 2021. Council Member Hattman seconded the motion. Motion carried unanimously.

4. Adjournment.

At 5:26 p.m., Mayor Pro-Tem Villa moved to adjourn. Motion was seconded by Council Member Cunningham. Motion carried unanimously.

APPROVED:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 5

Deliberate and act on approval of a license and services agreement with Tyler Technologies for their Incode Public Safety system and authorizing the City Manager to negotiate and execute all necessary documents.

SUBMITTED BY: Police Chief Greg Stevens

APPROVED FOR AGENDA: PKC

BACKGROUND: The City currently uses PTS Solutions for its Records Management Systems (RMS) and Computed Aided Dispatch (CAD) software. PTS Solutions is severely limited in its capacity, user interfaces, expandability, and interoperability with our local criminal justice partner agencies and therefore no longer meets the City's needs. Additionally, PTS Solutions customer service and technical support have been unable to fix recurring issues and update the existing software to meet expected and promised outcomes.

Approximately a year ago staff began exploring market offerings for RMS and CAD products which cater to small and medium sized law enforcement agencies, and received demonstrations and presentations from various companies including Tyler Technologies. Other area criminal justice organizations use Tyler's Incode products offering interoperability and compatibility, and the City also uses Tyler's Incode products in other departments offering expanded administrative benefits. Tyler is the sole source solution for this level of interoperability both internally and externally.

All other vendors reviewed were either too large and vastly more expensive or were too small and did not meet our operational and administrative requirements. Tyler Technologies is a vendor member of the purchasing cooperative Sourcewell, which the City belongs to.

The implementation will begin with data conversion of all current police and dispatch records followed by training in the new system's user interfaces. Implementation is expected to take several months to complete.

Please see the accompanying agreement for additional information.

FISCAL ANALYSIS: The onetime first year fee is \$140,159 plus \$1,385 for travel. The annual fee for year two is \$32,372. This was part of the FY 2021-2022 budget process and is charged to account 016128001.

RECOMMENDATION: Staff recommends approval of the license and services agreement with Tyler Technologies for their Incode Public Safety system and authorizing the City Manager to negotiate and execute all necessary documents, as presented.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Rockport Police Department, TX.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to

Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.
The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the

implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally

terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use;

(b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying

with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written

consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Disclosure of Business Relationships. We will comply with Texas Local Government Code Title 5, Subtitle C, Section 176.006 to file any conflict of interest questionnaire (CIQ) required pursuant to that section.

23. Certifications. We certify and verify that: (a) we do not and will not during the term of this contract boycott Israel as defined in Texas Government Code section 808.001; (b) we are not a company identified under Texas Government Code section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations; (c) we do not and will not during the term of this contract boycott energy companies as defined in Texas Government Code 809.001; and (d) we (i) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association as defined

in Texas Government Code section 2274.001.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Implementation and Training Support Services
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Rockport Police Department, TX

By: _____

By: _____

Name: _____

Name: Kevin Carruth

Title: _____

Title: City Manager

Date: _____

Date: December 14, 2021

Address for Notices:

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Rockport Police Department
2751 State Highway 35 Bypass
Rockport, TX 78382
Attention: City Manager



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY FOR:
Rockport Police Department, TX

PRESENTED BY:
Mark Northcutt

9/2/2021





INVESTMENT SUMMARY

Tyler Software	\$ 99,740
Services	\$ 30,780
Third-Party Products	\$ 9,639
Other Cost	\$ 0
Total One-Time Cost	\$ 140,159
Annual Recurring Fees/SaaS	\$ 7,448
Tyler Software Maintenance	\$ 24,924
Travel (Not included in Total One-Time Cost)	\$ 1,385



Quoted By:
 Quote Expiration:
 Quote Number:

Mark Northcutt
 11/30/21
 2021-232574-F1Y4W2

Sales Quotation For:

Rockport Police Department
 714 E Concho St
 Rockport TX 78382-4118
 Phone: +1 (361) 790-1101

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Incode Public Safety				
Licenses				
Base RMS	\$ 22,000	\$ 2,200	\$ 19,800	\$ 5,500
Personnel	\$ 3,300	\$ 330	\$ 2,970	\$ 825
Case Management	\$ 7,700	\$ 770	\$ 6,930	\$ 1,925
Property Room	\$ 5,500	\$ 550	\$ 4,950	\$ 1,375
Mobile RMS Client {20}	\$ 0	\$ 0	\$ 0	\$ 0
Mobile CAD Client {20}	\$ 25,000	\$ 2,500	\$ 22,500	\$ 6,250
iPad Mobile Device Management Software -One Time Cost	\$ 48	\$ 5	\$ 43	\$ 0
Mapping	\$ 5,750	\$ 575	\$ 5,175	\$ 1,438
CAD Call Sheet export to Odyssey	\$ 0	\$ 0	\$ 0	\$ 0
Tyler Court Case Management Interface (Citations & Warrants)	\$ 0	\$ 0	\$ 0	\$ 0
Odyssey Jail Warrant Integration	\$ 0	\$ 0	\$ 0	\$ 0
Odyssey Jail Arrest Integration	\$ 0	\$ 0	\$ 0	\$ 0
Arrest Report to Odyssey Jail	\$ 0	\$ 0	\$ 0	\$ 0
RapidSOS Lite	\$ 0	\$ 0	\$ 0	\$ 0
CAD	\$ 16,500	\$ 1,650	\$ 14,850	\$ 4,125
Dispatcher {3}	\$ 8,250	\$ 825	\$ 7,425	\$ 2,063
E-911	\$ 5,500	\$ 550	\$ 4,950	\$ 1,375

E-911 Client-addtl seats {3}	\$ 1,650	\$ 165	\$ 1,485	\$ 413
NCIC Server Interface (1 seat included)	\$ 7,150	\$ 715	\$ 6,435	\$ 1,788
NCIC Client Interface (additional seats) {3}	\$ 2,475	\$ 248	\$ 2,227	\$ 619
Total	\$ 110,823	\$ 11,083	\$ 99,740	\$ 27,696
<i>Sub-Total</i>	<i>\$ 110,823</i>		<i>\$ 99,740</i>	<i>\$ 27,696</i>
<i><u>Less Discount</u></i>				<i><u>\$ 2,772</u></i>
TOTAL	\$ 110,823	\$ 11,083	\$ 99,740	\$ 24,924

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Incode Public Safety				
Subscription				
CAD Web View -Annual	1	\$ 2,500	\$ 0	\$ 2,500
iPad Mobile Device Management Software -Annual	1	\$ 48	\$ 0	\$ 48
Licenses				
Incode Public Safety Custom Reporting Tool	1	\$ 2,500	\$ 0	\$ 2,500
Incode				
Hardware				
NetMotion Mobility COMPLETE	20	\$ 120	\$ 0	\$ 2,400
TOTAL				\$ 7,448

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Incode Public Safety					
Implementation	206	\$ 130	\$ 0	\$ 26,780	\$ 0
Property Room Inventory Set Up	1	\$ 0	\$ 0	\$ 0	\$ 0
Project Management	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0
TOTAL				\$ 30,780	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Unit Maintenance	Year One Maintenance
Incode						
Property Room Barcode Scanner Kit	1	\$ 2,520	\$ 0	\$ 2,520	\$ 0	\$ 0
Property Room Barcode Printer Kit	1	\$ 970	\$ 0	\$ 970	\$ 0	\$ 0
Microsoft SQL Server 2017 RUNTIME	1	\$ 499	\$ 0	\$ 499	\$ 0	\$ 0
Microsoft SQL 2017 RUNTIME CAL	30	\$ 105	\$ 0	\$ 3,150	\$ 0	\$ 0
Microsoft Windows Server 2019 - Remote Desktop CAL (Per Device)	20	\$ 125	\$ 0	\$ 2,500	\$ 0	\$ 0
TOTAL				\$ 9,639		0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 99,740	\$ 24,924
Total Annual	\$ 0	\$ 7,448
Total Tyler Services	\$ 30,780	\$ 0
Total Third-Party Hardware, Software, Services	\$ 9,639	\$ 0
Summary Total	\$ 140,159	\$ 32,372
Travel (Not included in Contract Total)	\$ 1,385	

Comments

System and hardware specifications can be verified for Incode Public Safety at www.check.tylertech.com

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

NCIC/LETS (1 seat included) - Requires connection to the state. Available to run queries only. Available for both CAD and Mobile CAD. Does not include the CJIS Addendum

Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Accidents (Includes EZ Street Draw and/or ScenePD Interfaces), Traffic/Parking Citation Records, Racial Profiling, Calls for Service (Including Manual Call Sheets), Use of Force, Messaging, Dashboard, Watches, Impounds, Bike/Pet Registration, Intelligence, Field Interview, Proximity Restrictions)

Public Safety - Personnel module includes evaluations, training, certifications, issued equipment, and department property.

Mobile Device Management Software requires purchase of license annually.

All services quoted herein are assumed to be delivered remote unless otherwise indicated



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% on the Effective Date.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

3. Other Services and Fees.

3.1 *Subscription Fees:* Subscription fees for the NetMotion software as set forth in the Investment

Exhibit B

Summary will be invoiced when Tyler orders the software from NetMotion. Year one (1) subscription fees are due on the order date. Subsequent annual renewal for subscription fees will be invoiced annually on the order date. The initial term of the subscription will be one (1) year from the order date, with the option to renew annually. No later than thirty (30) days prior to the end of the term, Tyler will provide the Client with a renewal Investment Summary. Upon approval by the Client, the parties will enter into a subsequent 1-year term.

3.2 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our

then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as “Defect” is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D

Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.



Exhibit E

Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

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City of Rockport

SOW from Tyler Technologies, Inc.

9/2/2021

Presented to:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

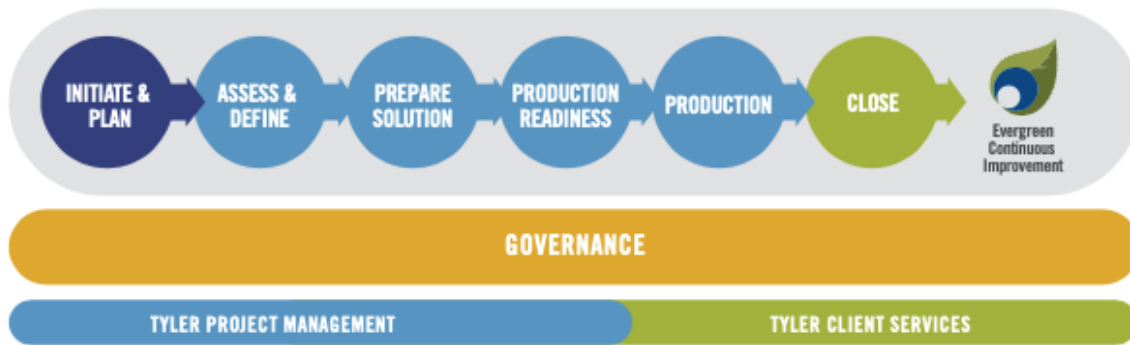
1.3 Methodology

This is accomplished by Rockport Police and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



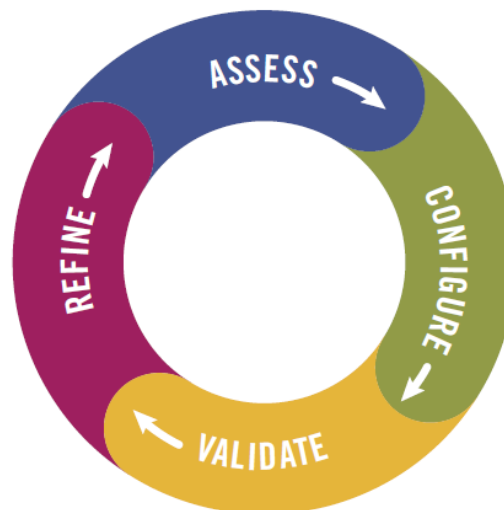
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Rockport Police and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Rockport Police and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Rockport Police's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



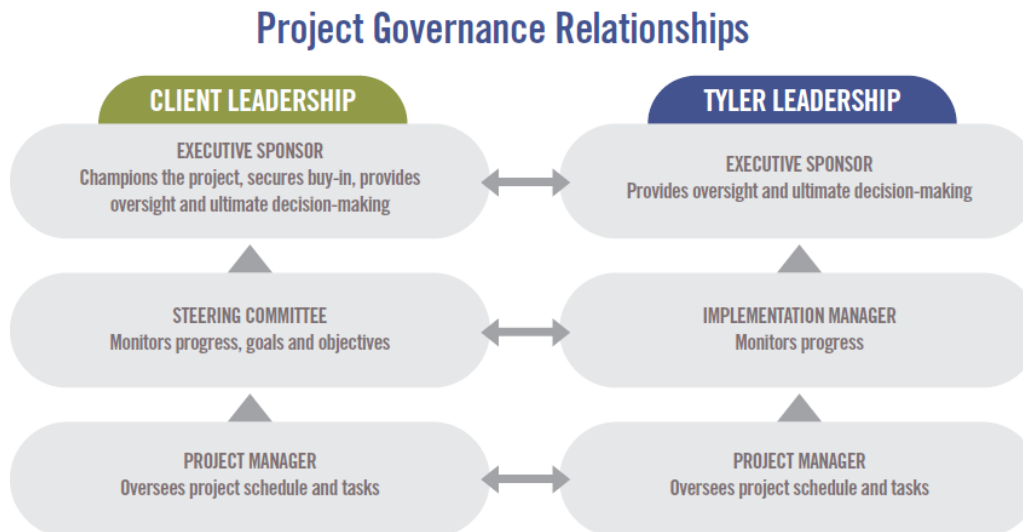
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

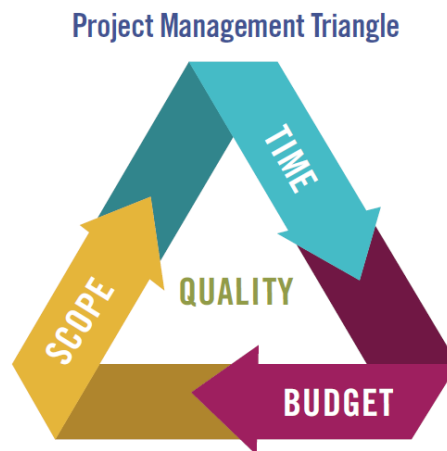
The chart below illustrates an overall team perspective where Tyler and Rockport Police collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Rockport Police Steering Committee become the escalation points to triage responses prior to escalation to Rockport Police and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Rockport Police and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

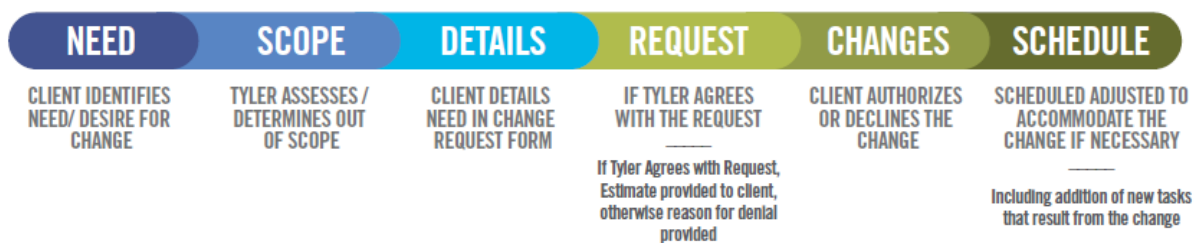
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to Rockport Police; for example, Rockport Police may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Rockport Police, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Rockport Police will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Rockport Police). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Rockport Police office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Rockport Police will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Rockport Police project manager will strive to gain deliverable and decision approvals from all authorized Rockport Police representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Rockport Police department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Rockport Police shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Rockport Police does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Rockport Police does not agree the particular Deliverable or Control Point meets requirements, the Rockport Police shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Rockport Police shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Rockport Police does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Rockport Police and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Rockport Police, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Rockport Police 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Rockport Police 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Rockport Police management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Rockport Police project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with Rockport Police project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Rockport Police and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Rockport Police any items that may impact the outcomes of the Project.
- Collaborates with Rockport Police 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Rockport Police 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Rockport Police and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Rockport Police through software validation process following configuration.
- Assists during Go-Live process and provides support until Rockport Police transitions to Client Services.
- Facilitates training sessions and discussions with Rockport Police and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 Rockport Police Roles & Responsibilities

Rockport Police resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Rockport Police Executive Sponsor

The Rockport Police executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Rockport Police steering committee, project manager(s), and functional leads to make critical business decisions for Rockport Police.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Rockport Police Steering Committee

The Rockport Police steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Rockport Police project manager and Project as a whole through participation in regular internal meetings. The Rockport Police steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Rockport Police steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Rockport Police Policies
 - Needs of other client projects



5.2.3 Rockport Police Project Manager

Rockport Police shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Rockport Police Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Rockport Police project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Rockport Police project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Rockport Police and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Rockport Police staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Rockport Police resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Rockport Police technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Rockport Police Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Rockport Police project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Rockport Police resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Rockport Police Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Rockport Police business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Rockport Police staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Rockport Police End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Rockport Police Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Rockport Police third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Rockport Police's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
 - Involved in infrastructure planning/review
 - Purchases and sets up client-hosted servers

5.2.7.1 Rockport Police GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Rockport Police GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Rockport Police Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Rockport Police's software upgrade process.



- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Rockport Police and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Rockport Police Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



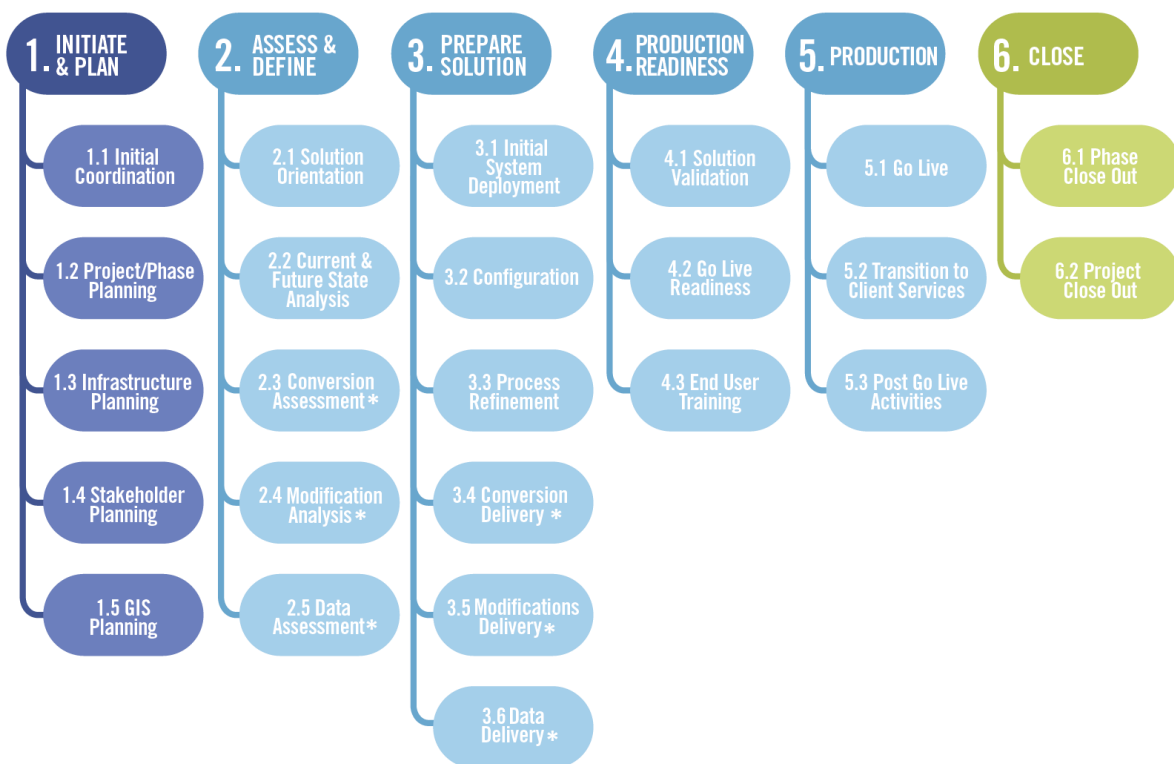
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Rockport Police.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Rockport Police with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Rockport Police gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Rockport Police's team. During this step, Tyler will work with Rockport Police to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Rockport Police		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Rockport Police to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Rockport Police Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Rockport Police's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Rockport Police Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Rockport Police provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Rockport Police has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the Rockport Police will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train Rockport Police to install License Software. The Rockport Police is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Rockport Police's infrastructure meets Tyler's application requirements.
- Ensure Rockport Police's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- Rockport Police will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Rockport Police Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Rockport Police team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
--------	-----------



	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Rockport Police offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Rockport Police GIS data sources and formats.
- Tyler to understand Rockport Police's GIS needs and practices.
- Ensure Rockport Police's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.



Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Rockport Police is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Rockport Police
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Rockport Police business processes. This information will be used to identify and define business processes utilized with Tyler software. Rockport Police collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Rockport Police team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Rockport Police team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Rockport Police for current and future state analysis.



STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Rockport Police and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Rockport Police will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis														
	Tyler								Client						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Rockport Police attendees possess sufficient knowledge and authority to make future state decisions.
- Rockport Police is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Rockport Police representatives to identify business rules before writing the conversion.
- Rockport Police subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.



- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- Rockport Police's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- Rockport Police is able to access the software.

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s)			A				R				I						C



for Included Environments																		
Install Licensed Software on Client Devices (if applicable)			I				C				A							R
Tyler System Administration Training (if applicable)			A				R				I							C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Rockport Police devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- The Rockport Police will provide network access for Tyler modules, printers, and Internet access to all applicable Rockport Police and Tyler Project staff.

On-Premise:

- The Rockport Police has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the Rockport Police does not meet minimum standards of Tyler's published specifications.
- The Rockport Police has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Rockport Police to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Rockport Police collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Rockport Police Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration
---------	---------------



	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Rockport Police is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Rockport Police users on how to execute processes in the system to prepare them for the validation of the software. Rockport Police collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Rockport Police understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Rockport Police)	

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the Rockport Police's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Rockport Police will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Rockport Police to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			A	C	R						I	I		I			
Provide data crosswalks/code mapping tool																	



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R			I			I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The Rockport Police will provide a single file layout per source system as identified in the investment summary.
- The Rockport Police subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Rockport Police project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Rockport Police verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Rockport Police organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan	
	Completed work product from prior stages (configuration, business process, etc.)	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables



	Solution Validation Report	Rockport Police updates report with testing results
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Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Rockport Police will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Rockport Police will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C



Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Rockport Police

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Rockport Police is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
		A	R	C							C		I		C		
		A	R	C							C	C	I	C	C	C	
		A	R	C							C	C	I	C			
			C	C								A	R	I	C	C	C

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Rockport Police signoff that training was delivered

Work package assumptions:

- The Rockport Police project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Rockport Police as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Rockport Police departments.
- Rockport Police will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Rockport Police will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live.

Following go-live, Tyler will work with Rockport Police to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Rockport Police and Tyler will complete work assigned to prepare for Go-Live.

Rockport Police provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Rockport Police manually enters any data added to the Legacy System after final data extract into the Tyler system.



Tyler staff collaborates with Rockport Police during Go-Live activities. Rockport Police transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live															
	Final source data (if applicable)															

Outputs / Deliverables									Acceptance Criteria [only] for Deliverables							
	Data is available in production environment								Client confirms data is available in production environment							

Work package assumptions:

- Rockport Police will complete activities documented in the action plan for Go-Live as scheduled.



- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Rockport Police Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Rockport Police Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Rockport Police teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Rockport Police onto the Tyler Client Services team, who provides Rockport Police with assistance following Go-Live, officially transitioning Rockport Police to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Rockport Police teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	



Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:



- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Rockport Police transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Rockport Police for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Rockport Police teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads



	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Rockport Police may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Rockport Police teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Rockport Police and Tyler leadership	I	A	R						I	I	C						



Release Tyler project resources	A	R	I								I					
---------------------------------	---	---	---	--	--	--	--	--	--	--	---	--	--	--	--	--

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Rockport Police will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Rockport Police Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.

- Tyler will provide a written agenda and notice of any prerequisites to the Rockport Police project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Rockport Police is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Rockport Police to make process changes.
- Rockport Police is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Rockport Police is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Rockport Police resources will participate in scheduled activities as assigned in the Project Schedule.
- The Rockport Police team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Rockport Police will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Rockport Police will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Rockport Police makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Rockport Police will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Rockport Police will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.



- Rockport Police is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Rockport Police representatives to identify business rules before writing the conversion. Rockport Police must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Rockport Police Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Rockport Police will provide dedicated space for Tyler staff to work with Rockport Police resources for both on-site and remote sessions. If Phases overlap, Rockport Police will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Rockport Police will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion



10. Additional Appendices

11. Project Timeline

11.1 Intentionally left blank.



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 6

Deliberate and act on report from Rockport-Fulton Chamber of Commerce for marketing expenditures made for 2021 Seafair.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: At the Special City Council Workshop held on June 8, 2021, the Rockport-Fulton Chamber of Commerce presented the Seafair Committee's Fiscal Year 2021-2022 budget request to the City Council. Budget deliberations were held through the summer to finalize the City's Fiscal Year 2021-2022 Budget, with formal adoption at the September 14, 2021, City Council Meeting. Upon approval of the Fiscal Year 2021-2021 Budget, the City Council awarded the Seafair Committee \$1,500.00 in funding.

The accompanying documentation is submitted by the Chamber for payment.

FISCAL ANALYSIS: Charged to account 6602047. The budgeted amount is \$1,500.00 and YTD expenses are \$0.

STAFF RECOMMENDATION: Staff recommends approval of the report from Seafair Committee for marketing expenditures made for 2021 Seafair and authorize disbursement of funds in the amount of \$1,500 from the Hotel Occupancy Tax Fund for the event pursuant to the contract Agreement, as presented.

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2021-2022		
Description of Expense	Approved Budget	Amount of Expense
Outdoor Billboards -		\$3,000.00
Radio Corpus Christi - KMXR/KRYS		\$2,981.80
TV Commercials - San Antonio		\$1,883.60
TV Commercials - Corpus Christi		\$749.70
Texas Highways Events Calendar		\$1,298.80
TOTAL REIMBURSEMENT REQUEST	\$1,500.00	\$9,913.90

temporary Craft, 4848 Main St. 713-529-4848; craftthouston.org

HOUSTON: Through Sept. 11 "Suited Up: Contemporary Armor Making in Texas" Featuring suits of armor inspired by historical reenactments, fantasy, and cosplay, this exhibit explores the extraordinary craftsmanship behind armor-making in the Lone Star State. Showcasing everything from traditional metalwork and leatherwork to 3D-printed and innovative do-it-yourself suits, the works exemplify the vibrant and diverse spectrum of fantastical armorers in Texas. *Houston Center for Contemporary Craft*, 4848 Main St. 713-529-4848; craftthouston.org

HOUSTON: Through Dec. 12 Anri Sala's "Time No Longer" Multimedia artist Anri Sala offers an otherworldly experience of film and sound within a subterranean reservoir on the edge of downtown Houston. The installation incorporates a film projected onto a translucent screen, depicting a weathered turntable floating in a space station, tethered only by its electric cord. The soundscape is a new arrangement of Olivier Messiaen's "Quartet for the End of Time," written while the composer was incarcerated in a prisoner-of-war camp in Germany during World War II.

Buffalo Bayou Park Cistern, 105 Sabine St. 713-752-0314; buffalobayou.org/visit/destination/the-cistern

HOUSTON: Through Jan. 1 "Color Over the Border" The Czech Center Museum Houston's new exhibit teaches about the immigration of Czechs to Texas through beautiful murals, interactive lessons, and traditional Czech clothing. *Czech Center Museum Houston*, 4920 San Jacinto St. 713-528-2060; czechcenter.org

HOUSTON: Sept. 8 American Dreamer in Concert The music by this quartet builds on relatable folk songs, transformed through bold string arrangements (violin, cello, and bass) and resplendent three-part harmonies. *John Wesley United Methodist Church*, 5830 Bermuda Dunes Drive. 281-440-4850; cypresscreekface.org

KATY: Sept. 17-18 Autumn Acres Market The weather is getting cooler, the leaves are starting to turn, and holiday shopping is underway. Get a head start on all of your fall and Christmas shopping and decor needs with tons of handcrafted items you won't find anywhere else. *Gerald D. Young Facility*, 5825 Katy Hockley Cut Off Road. 281-788-4297; homefortheholidaysgiftmarket.com/autumn-acres-katy-1

LAKE JACKSON: Sept. 4, Oct. 2, Nov. 6 Abner Jackson Plantation Site Tour Visit the historic archeological site of Maj. Abner Jackson, the namesake of the city of Lake Jackson. Once a prosperous sugar plantation, the site was destroyed by the same 1900 hurricane that devastated Galveston. Learn about the sugar-making process of the 1840s and how convict labor replaced slave labor during the 1870s. *Abner Jackson Plantation Site*, FM 2004 near SH 332. 979-297-1570; ljhistory.org

LAKE JACKSON: Sept. 4 Youth Fishing Day Pack your sunscreen, hat, lawn chair, and fishing gear for catch-and-release fishing. Bring your own equipment and bait. Barbless hooks only. *Sea Center Texas*, 302 Medical Drive. 979-292-0100; tpwd.texas.gov/fishing/sea-center-texas

LAKE JACKSON: Sept. 11, Oct. 9, Nov. 13 Farmers Market On the second Saturday of the month, vendors showcase home-made goods and farm-fresh items. *Parking Place Pavilion*, 110 S. Parking Place. 281-924-0596; lakejacksonfarmersmarket.com

LAKE JACKSON: Sept. 18, 25 Xtreme Hummingbird Xtravaganza Watch the thumb-sized hummers dart in and out of nectar-producing flowers like lantana,

46th Anniversary

SeaFair

3 Days of Family fun!

OCT. 8-10, 2021




Festival Grounds at Rockport Harbor

For more info: ROCKPORTSEAFair.COM

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SATURDAY, OCT 9

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 7

Deliberate and act on approval of Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance.

SUBMITTED BY: Chief Gregory Stevens

APPROVED FOR AGENDA: PKC

BACKGROUND: This is a renewal of an agreement defining responsibilities of the ACISD Police Department and the Rockport Police Department related to law enforcement incidents occurring within the jurisdiction of both agencies. In calendar year 2021, Rockport Police Department responded to 29 initial calls for service under the terms of the agreement. These 29 calls are exclusive of those cases where ACISD has the initial response and the case is turned over to the Criminal Investigative Division.

There are no substantive changes from the 2020 agreement. The ACISD Board of Trustees will consider for approval the agreement at a regular scheduled meeting in the near future. Please see the accompanying agreement for more information.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommends approval of the Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance, as presented.

**The Aransas County Independent School District Police Department
and
The Rockport Police Department**

MEMORANDUM OF UNDERSTANDING

In compliance with Texas Education Code, Section 37.081., the Aransas County Independent School District, hereinafter referred to as “ACISD,” and the City of Rockport, Texas, hereinafter referred to as “City,” herein enter into this agreement.

The Aransas County Independent School District Police Department, hereinafter referred to as “ACISDPD,” and the City of Rockport, hereinafter referred to as “RPD,” shall share concurrent jurisdiction with the city limits of the City, the same lying wholly within the geographical boundaries the ACISD as defined by the State of Texas. The ACISDPD will have the primary responsibility for law enforcement on all properties owned, leased or otherwise under the control of the ACISD. The RPD shall have the primary responsibility for law enforcement in all other areas within the City except for those areas in which the ACISDPD has the primary responsibility for law enforcement, as stated herein.

The ACISDPD shall perform only those duties and enforce such laws, within its jurisdiction, as may be determined by the ACISD Board of Trustees, to protect the safety and welfare of ACISD students and employees and to protect and preserve ACISD property, which may include enforcement of State and Federal laws, and municipal ordinances.

If requested and contingent upon available manpower, the RPD will assist the ACISDPD. The RPD will investigate and have primary control over all investigations relating to offenses reported to it by the ACISDPD, and the ACISDPD shall cooperate fully in such investigations.

In the event of emergencies, major crimes, or events requiring specialized forensic or investigative experience or equipment, including Murders, Suicides, Sexual Assaults, and assorted other investigations requiring extensive crime scene processing or investigative follow-up, ACISDPD will request assistance from RPD, and RPD will provided such assistance within the limits of the City. In such cases, it shall be deemed by the parties that the RPD shall thereafter be in command and control of law enforcement actions relating to the emergency or investigation, until such command and control is subsequently relinquished back to the ACISDPD by the RPD.

In those areas of the City where the RPD has the primary responsibility for law enforcement, if requested and contingent upon available manpower, the ACISDPD will assist the RPD in all cases involving students, employees, or property of the ACISD.

The ACISDPD and the RPD will communicate and work together to ensure a safe environment for all citizens of the City of Rockport and Aransas County.

TERM AND TERMINATION

The term of this MOU is for one (1) year, beginning on the date when it is signed by all parties. Any party may terminate the MOU by providing thirty (30) days written notice. Any written notice of termination shall be delivered to the ACISD Superintendent, the ACISDPD Chief of Police, the Rockport City Manager, or the RPD Chief of Police. Unless any party provides thirty days prior written notice of termination, this MOU shall automatically renew on an annual basis.

ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT

Brian Tullis
Chief of Police, ACISD PD

Kenny Cruzan
President, Board of Trustees

Date:_____

Date: _____

CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS

Gregory Stevens,
Chief of Police, City of Rockport

Patrick R. Rios,
Mayor, City of Rockport

Date:_____

Date: _____

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 8

Conduct a Public Hearing on an Ordinance adopting a new voting ward map thereby revising City Council Member ward boundaries and reapportioning population in response to the 2020 Census.

SUBMITTED BY: City Attorney Dan Santee

APPROVED FOR AGENDA: PKC

BACKGROUND: The City of Rockport retained Denton, Navarro, Rocha, Bernal & Zech and Denton Navarro's GIS Consultants Doucet & Associates to review the 2020 Census Data upon its release and to advise the City on any necessary re-apportionment and re-districting. The existing maps were overlayed with new population and demographic information to make an initial determination as to whether or not additional mapping work would be required.

The maximum deviation allowed between district populations is 10%, absent a compelling and legal reason. The initial review indicates a deviation of 32%, thus requiring re-apportionment before new maps may be adopted. To undertake re-apportionment, census tract level data will be examined to assure compliance with federal law as the lines of district are re-drawn.

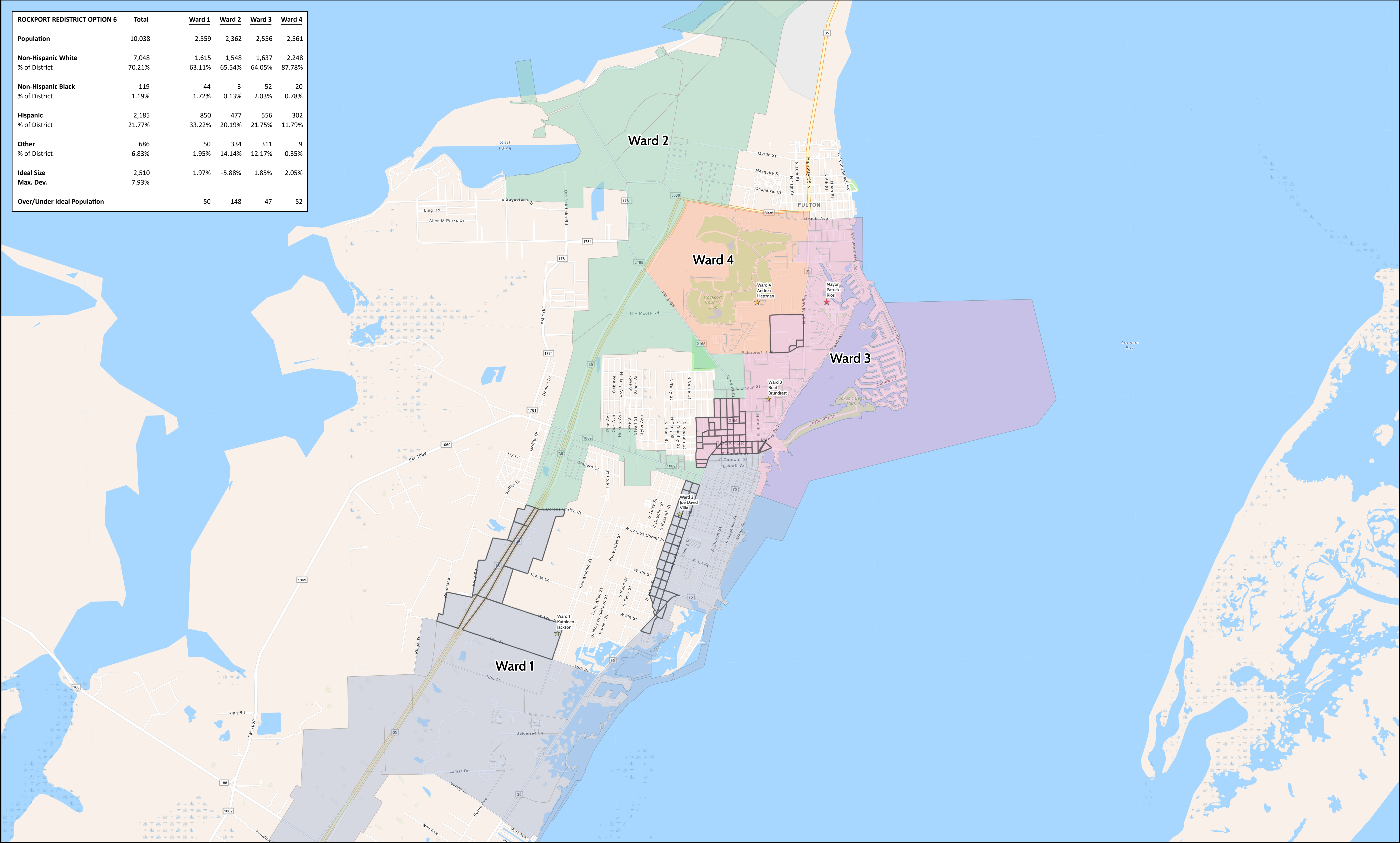
A change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day (Tex. Elec. Code, § 276.006). Thus, due to the extended delay in the release of data by the U.S. Census Bureau, we have a condensed window within which to complete and adopt our maps. The condensed timeline created by the delayed census data, the large population deviation in some of the wards, and the upcoming Thanksgiving and Christmas holidays preclude a longer process involving a committee.

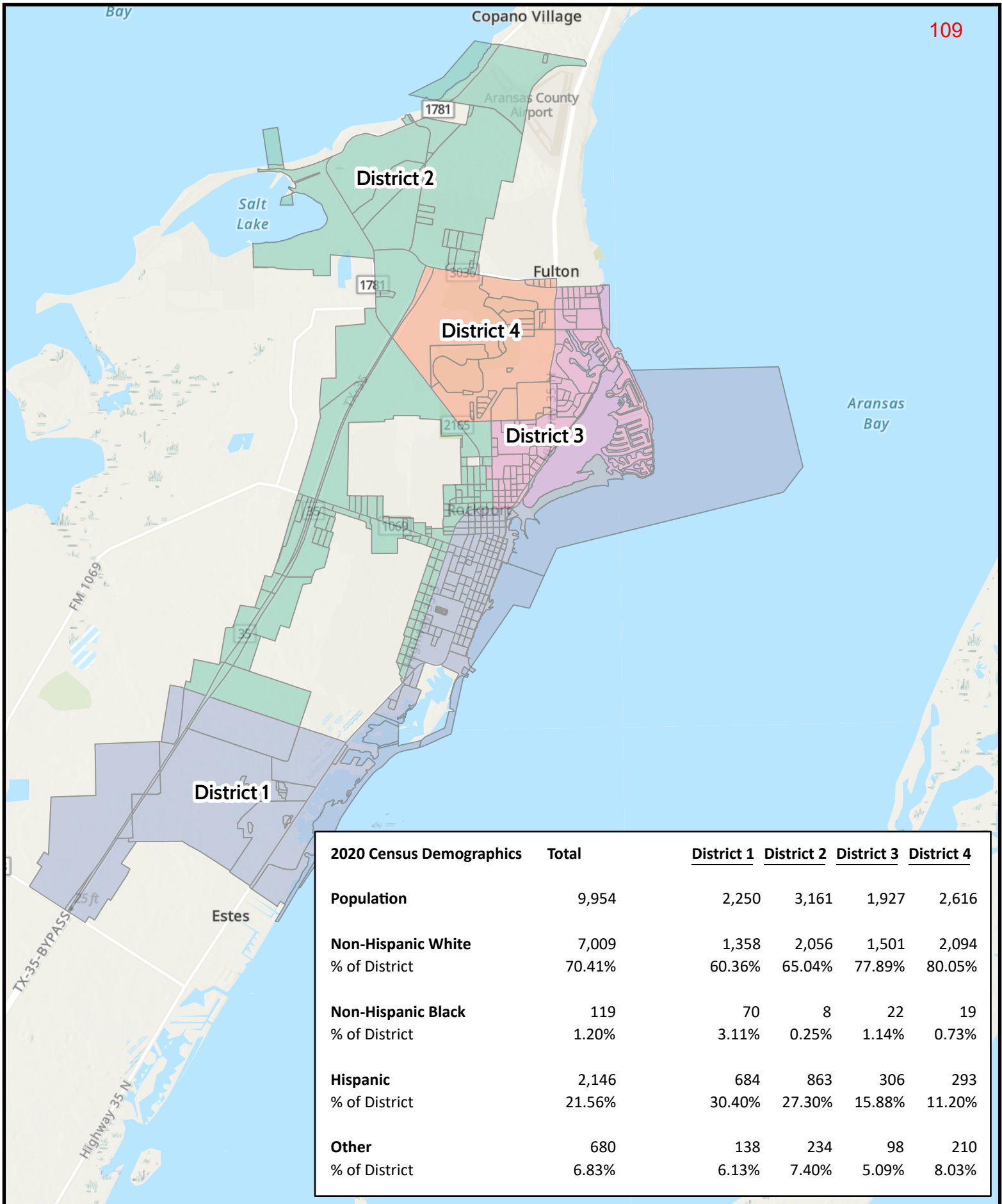
The City Council held a workshop on November 10, 2021, to review map options prepared by the GIS Consultants and City Attorney. Discussion was held and it was the consensus of Council that additional map options be prepared based upon the workshop discussion and information that would be received from Council Members, particularly relating to not breaking up neighborhoods between Wards. At the November 23, 2021, City Council Meeting, the accompanying map labeled Option 6 incorporated the input from staff and Council and was presented to Council. Discussion was held and it was the consensus of Council that an additional map option be prepared based upon the discussion: 1) move area North of Palmetto Avenue from Ward 4 to Ward 3, 2) move the area between Sugar Creek Drive and Business Highway 35 back into Ward 4 because it is part of the Rockport County Club, and 3) move the unpopulated area along the bay back from Ward 3 into Ward 1, where it has been for some time. Please see the accompanying map and presentation for more information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Not an action item, public hearing only.

ROCKPORT REDISTRICT OPTION 6	Total	Ward 1	Ward 2	Ward 3	Ward 4
Population	10,038	2,559	2,362	2,556	2,561
Non-Hispanic White % of District	7,048 70.21%	1,615 63.11%	1,548 65.54%	1,637 64.05%	2,248 87.78%
Non-Hispanic Black % of District	119 1.19%	44 1.72%	3 0.13%	52 2.03%	20 0.78%
Hispanic % of District	2,185 21.77%	850 33.22%	477 20.19%	556 21.75%	302 11.79%
Other % of District	686 6.83%	50 1.95%	334 14.14%	311 12.17%	9 0.35%
Ideal Size Max. Dev.	2,510 7.93%	1,97%	-5.88%	1.85%	2.05%
Over/Under Ideal Population		50	-148	47	52





2020 Census Demographics	Total	District 1	District 2	District 3	District 4
Population	9,954	2,250	3,161	1,927	2,616
Non-Hispanic White	7,009	1,358	2,056	1,501	2,094
% of District	70.41%	60.36%	65.04%	77.89%	80.05%
Non-Hispanic Black	119	70	8	22	19
% of District	1.20%	3.11%	0.25%	1.14%	0.73%
Hispanic	2,146	684	863	306	293
% of District	21.56%	30.40%	27.30%	15.88%	11.20%
Other	680	138	234	98	210
% of District	6.83%	6.13%	7.40%	5.09%	8.03%

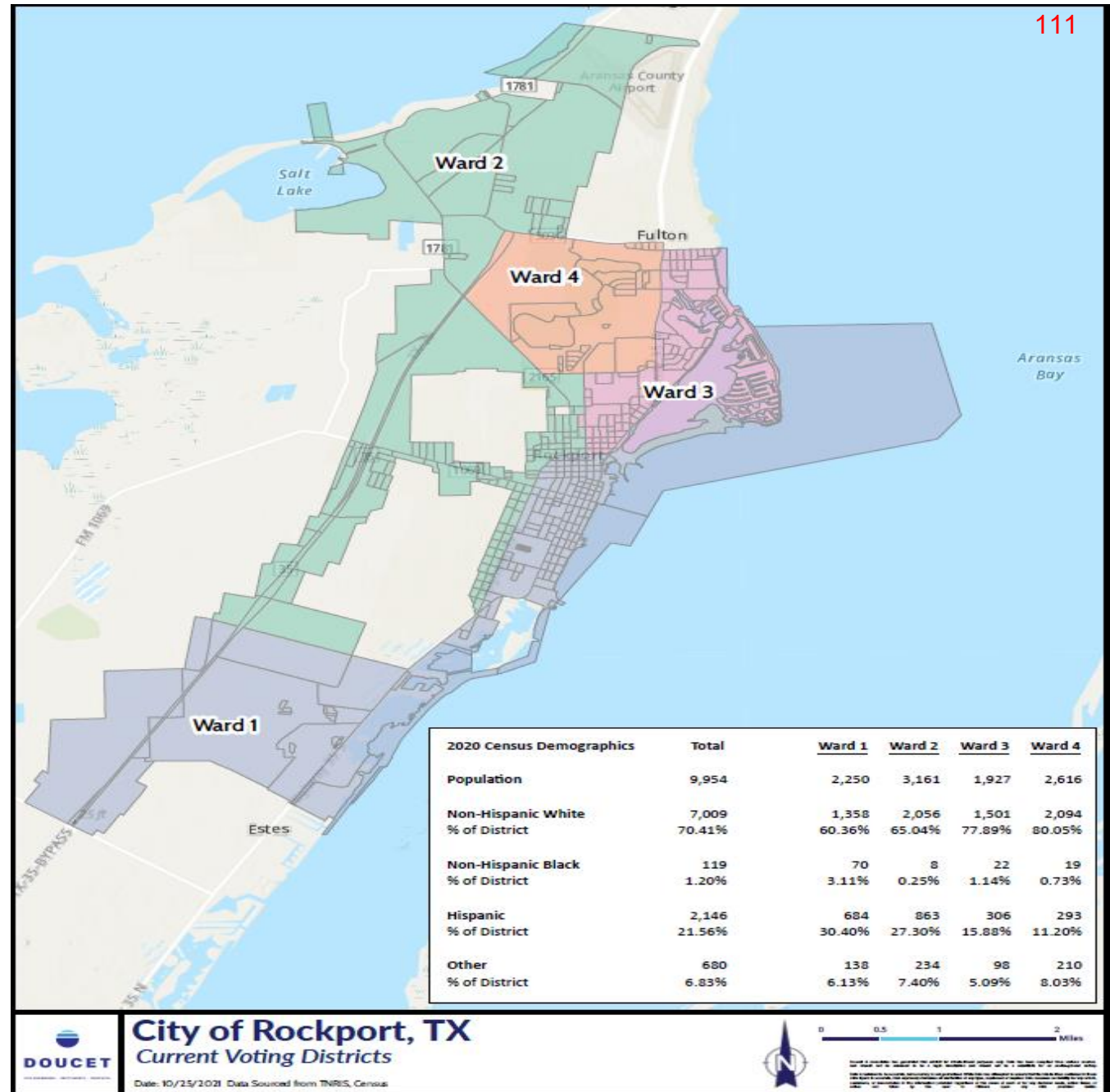


Municipal Redistricting and Reapportionment Update

City of Rockport

Presented by:
Denton Navarro Rocha
Bernal & Zech, P.C.

New Data and Current Map



Population by Ward

Total population is 9,954 making the ideal ward size 2,489

Ward 1 2,250

Ward 2 3,161

Ward 3 1,927

Ward 4 2,616



Calculating Deviation

Ward 1

The ideal ward
population is
2,489

The current ward
population is
2,250

This tells us we
are 239 persons
below the ideal
size

That establishes
a deviation of -
9.6% for Ward 1

Calculating Deviation

Ward 2

The ideal ward population is 2,489

The current ward population is 3,161

This tells us we are 672 persons above the ideal size

That establishes a deviation of +26.9% for Ward 2



Calculating Deviation

Ward 3

The ideal ward
population is
2,489

The current
ward population
is 1,927

This tells us we
are 562 persons
below the ideal
size

That establishes
a deviation of -
22.6% for Ward
3



Calculating Deviation

Ward 4

The ideal ward population is 2,489

The current ward population is 2,616

This tells us we are 127 persons above the ideal size

That establishes a deviation of +5.1% for Ward 3

Calculating Deviation

Ideal Size	Ward 1 Total Population	Ward 2 Total Population	Ward 3 Total Population	Ward 4 Total Population	Deviation
10,000	9,500	10,000	10,200	10,300	8%
	↓	↓	↓	↓	
	500 Less	Exact	200 more	300 more	
	↓	↓	↓	↓	
	-5.00%	0.00%	+2.00%	+ 3.00%	

$$+3.00\% + (-5.00\%) = 8.00\%$$

Highest Positive Percent + Highest Negative Percent = Maximum Deviation [$(\text{Total Population} - \text{Ideal Size}) / \text{Ideal}] * 100$]

Rockport Maximum Deviation Calculation

Take the deviation of +26.9% for Ward 2

Add it to the deviation of -22.6% for Ward 3

Giving us a maximum deviation of 45.5%

The maximum deviation allowed is 10%



Application of Mandatory Criteria

No Discrimination

Not *packed*: Doesn't push minority voters into few super-concentrated wards to dilute voice

Not *cracked*: Doesn't split minorities into small pieces across several wards to dilute voice

Application of Discretionary Criteria

Contiguity

- A ward is contiguous if all the lines that create it are connected.
- A ward consisting of two or more unconnected areas is not contiguous

Compactness

- Geographic – shape of the ward
- Functional – based on factors
- Following Lines of Political Units
- Following Geographical Boundaries
- Communities of Interest
- Travel within the Ward



Next Steps

- Maps of the current ward will be reviewed with the new census data
- New proposed maps will be drawn based upon census data and council input following the mandatory and discretionary criteria
- City Council will adopt new ward maps by ordinance
- A change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day. Tex. Elec. Code, § 276.006

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 9

Deliberate and act on first reading of an Ordinance approving and adopting the new voting ward reapportionment map of the City and revising the Council Member ward boundaries in response to the 2020 Census; providing for the redistricting of the four City Council Wards within the City of Rockport, Texas; providing a savings clause, severability clause and an effective date.

SUBMITTED BY: City Attorney Dan Santee

APPROVED FOR AGENDA: PKC

BACKGROUND: The City of Rockport retained Denton, Navarro, Rocha, Bernal & Zech and Denton Navarro's GIS Consultants Doucet & Associates to review the 2020 Census Data upon its release and to advise the City on any necessary re-apportionment and re-districting. The existing maps were overlayed with new population and demographic information to make an initial determination as to whether or not additional mapping work would be required.

The maximum deviation allowed between district populations is 10%, absent a compelling and legal reason. The initial review indicates a deviation of 32%, thus requiring re-apportionment before new maps may be adopted. To undertake re-apportionment, census tract level data will be examined to assure compliance with federal law as the lines of district are re-drawn.

A change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day (Tex. Elec. Code, § 276.006). Thus, due to the extended delay in the release of data by the U.S. Census Bureau, we have a condensed window within which to complete and adopt our maps. The condensed timeline created by the delayed census data, the large population deviation in some of the wards, and the upcoming Thanksgiving and Christmas holidays preclude a longer process involving a committee.

The City Council held a workshop on November 10, 2021, to review map options prepared by the GIS Consultants and City Attorney. Discussion was held and it was the consensus of Council that additional map options be prepared based upon the workshop discussion and information that would be received from Council Members, particularly relating to not breaking up neighborhoods between Wards. At the November 23, 2021, City Council Meeting, the accompanying map labeled Option 6 incorporated the input from staff and Council and was presented to Council. Discussion was held and it was the consensus of Council that an additional map option be prepared based upon the discussion: 1) move area North of Palmetto Avenue from Ward 4 to Ward 3, 2) move the area between Sugar Creek Drive and Business Highway 35 back into Ward 4 because it is part of the Rockport County Club, and 3) move the unpopulated area along the bay back from Ward 3 into Ward 1, where it has been for some time. Please see the accompanying map and presentation for more information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends Council approve first reading of an Ordinance adopting the new voting ward reapportionment map of the City and revising the Council Member ward boundaries in response to the 2020 Census; providing for the redistricting of the four City Council Wards within the City of Rockport, Texas; providing a savings clause, severability clause and an effective date, as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS APPROVING AND ADOPTING THE NEW VOTING WARD REAPPORTIONMENT MAP OF THE CITY AND REVISING THE COUNCIL MEMBER WARD BOUNDARIES IN RESPONSE TO THE 2020 CENSUS; PROVIDING FOR THE REDISTRICTING OF THE FOUR (4) CITY COUNCIL WARDS WITHIN THE CITY OF ROCKPORT, TEXAS; PROVIDING A SAVINGS AND REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE

WHEREAS, based upon a review of the results of the 2020 U.S. Census Bureau decennial census, the City Council of the City of Rockport determined that the redistricting of its single member council wards, Ward 1, Ward 2, Ward 3, and Ward 4 was necessary and followed criteria to guide the development of a reapportionment plan and the drawing of new voting ward boundaries; and

WHEREAS, the City Council of the City of Rockport has undertaken to redraw the four council member wards for the convenience of the people and to equalize population and assure compliance with the applicable requirements of state and federal law; and

WHEREAS, the population of the City of Rockport, Texas (the “City”) is 10,038; and

WHEREAS, the existing City Council wards do not reflect equitable distribution of the population, while also accounting for predictable future growth; and

WHEREAS, the City Council shall adjust the boundaries of the wards by ordinance at least once every ten (10) years, according to the latest available Census figures, to keep each of the four (4) wards in approximately the same qualified voter strength; and

WHEREAS, the City has been working with its legal counsel and GIS Specialists from Doucet & Associates (“Doucet”) to address the boundaries of the current City Council wards; and

WHEREAS, having reviewed six mapping options provided by its consultants, the Council has selected the option they deemed best to harmonize the requirements of equality of population while accounting for predictable future growth; and

WHEREAS, the proposed redistricting map shows the revised wards encompassing the voting precinct boundaries; and

WHEREAS, following a public hearing, the City Council hereby finds that is in the best interest of the City to adopt the proposed redistricting map to better serve its citizens and in compliance with State and Federal laws.

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

Section 1. That all of the above premises are hereby found to be true and correct legislative and factual findings of the City of Rockport City Council and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the voting ward map, attached hereto as Exhibit A, is hereby approved and adopted as the official voting ward map based on the 2020 Census for the four (4) electoral City Council wards.

Section 3. That the City Manager or his/her designee is hereby instructed to send a copy of this ordinance and the amended city council member ward maps to the proper officials of Aransas County so the County can make the necessary changes in the County's election precincts, as required by the Texas Election Code, and effective for the May 2022 City Council Election.

Section 4. This new voting ward map is effective immediately and shall be in full force and effect for the May 2022 municipal election and candidates shall file and voters shall vote in accordance with this map.

Section 5. The recitals contained in the preamble are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 6. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this ordinance would have been enacted without such invalid provision.

Section 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. It is officially found, determined, and declared the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting including this Ordinance, was given, as required by Chapter 551, Texas Government Code, as amended.

Section 10. This Ordinance shall be in force and effect from and after its final passage, and it is so ordained.

PRESENTED AND APPROVED on first reading on the ____ day of December 2021, at a meeting of the City Council of the City of Rockport, Texas; and given second reading.

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

PASSED AND APPROVED on second and final reading the ____ day of _____ 2022.

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

EXHIBIT A
VOTING WARD MAP

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 10

Hear, deliberate, and act to accept the Utility Bill Surcharge Fund Disbursement Report, Annual Reports from Fulton, Lamar, and Rockport Volunteer Fire Departments, and authorize disbursement of funds.

SUBMITTED BY: Katie Griffin, Director of Finance

APPROVED FOR AGENDA: PKC

BACKGROUND: The City collects a monthly surcharge on municipal utility bills for the purpose of distribution to the three Aransas County volunteer fire departments at the end of each fiscal year. Chapter 102, Article IV of the Code of Ordinances express limited purpose of capital outlay purchases by the Rockport, Fulton, and Lamar Volunteer Fire Departments.

The surcharge revenues are disbursed at the end of each fiscal year. The City retains five percent of all surcharge revenues for the purpose of administration of the surcharge. The City disburses the remaining fund balance to the volunteer fire departments as follows:

- Rockport Volunteer Fire Department (RVFD), 77 percent;
- Fulton Volunteer Fire Department (FVFD), 23 percent;
- Lamar Volunteer Fire Department (LVFD), 100 percent of natural gas utility accounts on the Lamar Peninsula

The FY 2020-2021 disbursements are:

- RVFD \$135,473.08
- FVFD \$40,465.99
- LVFD \$4,422.69

The portion of the 1998 C.O. Bonds used for the central RVFD station was paid from the 77% RVFD receives, the final debt payment was made in February 2019.

Please see the accompanying letters that were sent to each department and the disbursement report. As of December 6, 2021, annual reports have been received from all three volunteer fire departments.

FISCAL ANALYSIS: Total utility surcharge revenue collections for FY 2020-2021 were \$189,854.48. The City retained 5%, \$9,492.72, of collections as an administrative fee; with the balance of the fund being disbursed to the volunteer fire departments.

RECOMMENDED ACTION: Staff recommends acceptance of the Utility Bill Surcharge Fund Disbursement Report and disbursement of funds to the Rockport, Fulton, and Lamar Volunteer Fire Departments, as presented.

Fulton Volunteer Fire Department

Serving Aransas County since 1948

P.O. Box 503

Fulton, Texas 78358

fultonvfd@gmail.com

Dec 6, 2021

City of Rockport

2751 SH 35 Bypass

Rockport, TX. 78382

To whom it may concern:

The Fulton Volunteer Fire Department thanks the City of Rockport for taking care of the paperwork involved with the collection of the Water Tap Assessment funds.

Listed below are the capital expenditures for 2021-2022.

Purchased Edraulic Hurst Extrication tools with a Quick Strut set for 28,000.00. This is 3 tool set (spreader, cutter, and ram) that are battery operated. These are the first set in Aransas County and the beginning to completely transitioning to all battery-operated extrication tools. The remaining balance we applied to our Capital Truck fund.

Sincerely Yours,

Rickey McLester

Fire Chief

LAMAR VOLUNTEER FIRE DEPARTMENT

302 Bois D'Arc Rockport TX 78382

FAX 361-729-9106

E-Mail: lamarvfd@gmail.com

Katie Griffin, Director of Finance

2751 SH 35 Bypass

Rockport, TX 78382

To whom it may concern;

The prior year disbursement to the Lamar VFD from the fire fund was used as general purpose funds as applied to routine expenses from the operating account.

If there are any questions, please contact me.

Thank you for your attention,

Capt. Karl Compton

Secretary/Treasurer

Lamar VFD

ACCOUNTS PAYABLE

DEC 08 2021

RECEIVED



ROCKPORT VOLUNTEER FIRE DEPARTMENT

P.O. Box 1325 Rockport, TX 78381

Phone: 361-729-5392

Fax: 361-729-1268



131

MEMO

TO: Kevin Carruth, Rockport City Manager
Katie Griffin, Rockport Director of Finance

From: Matthew Grimes, RVFD Chief

Date: December 1, 2021

RE: Accounting of Expenditures as per Ordinance #1119, Chapter 102, Section 102-403(b)

Opening Fund Balance	
October 1, 2020	\$ 639,660

Revenues	
Fire Fund	\$ 125,004
Interest	\$ 58

Expenditures	
Bunker Gear	\$ 0
Radio Units	\$ 0
Fire Equipment	\$ 0
Truck Purchase	\$ 0
Bank Charges	\$ 0

Ending Fund Balance	
September 30, 2021	\$ 764,722

**** Of note: There is a pending expense of a nearly \$150,000 that will come from this fund as soon as the truck rebuild and repairs are completed.**

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 11

Deliberate and act on the Certificate of Appropriateness Application submitted by Tasha Martin on behalf of Derek Hurst to add a covered outdoor seating area and fencing on the southside of the property at 507 S. Austin Street, a.k.a. Rock Bottom Park and Pub.

SUBMITTED BY: Community Planner Carey Dietrich

APPROVED FOR AGENDA: PKC

BACKGROUND: Tasha Martin, on behalf of Rock Bottom Park and Pub, has submitted a Certificate of Appropriateness application for the construction of a concrete pad and covered seating area at 503/507 S Austin Street that will be placed on the south side of the existing building. Additionally, fencing of the property in its entirety with a 4' wood rail fence.

The property is located in the Austin Street Corridor Character District.

The applicant would like to seek design exceptions on the following item:

- **Section 118-263 Table 3.1:** Table 3.1 in the Rockport Heritage District Zoning Overlay Code outlines applicability of increase in building area to the code. As shown, Building Form – Frontages, Building Form – Placement, Building Form – Height, Building Form – parking and service, Building Form – Street Screen, Building Form - Encroachments, Building Design Standards, Landscaping, Signage, and Civic/Open Space and Private Open Space regulations all apply to the covered seating area for Rock Bottom Park and Pub patrons.

 Sec. 118-263. Administration.

This section sets forth the provisions for reviewing and approving development applications within the RHDZO. The intent is to ensure that all development is consistent with the provisions of this Code. All sections of this Code shall be applied during the review process.

3.1 All applications for development and redevelopment within the RHD Zoning Overlay shall require the approval of a site plan prior to issuance of a building permit per Table 3.1.

Table 3.1 RHDZO Applicability Matrix

Code Section	Building Form - Frontages	Building Form - Placement	Building Form - Height	Building Form - Parking & Service	Building Form - Street Screen	Building Form - Encroachments	Building Form - Residential Transition	Building Design Standards	Landscaping	Streetscaping	Signage	Civic/Open Space and Private Open Space
Type of Development												
Commercial (retail, office, restaurant, lodging), mixed use building, apartment/multifamily building (3 or more units per lot), and live-work uses												
New Construction	X	X	X	X	X	X	X	X	X	X	X	X
Change of Use/Expansion of use*				X	X						X	
Expansion of Building Area												
0% - 45% increase in building area AND less than 50% increase in building value	X	X	X	X	X	X	X	X	X		X	X
• Standards in applicable sections shall apply only to the expansions 50% or greater increase in building area AND less than 50% increase in building value • Standards in applicable sections shall apply only to the expansions	X	X	X	X	X	X	X	X	X		X	X

- **Sec. 118-267. Building design standards.**

7.3 Specific to Austin Street Corridor (new construction and additions only), Waterfront, and Arterial Mixed Use Overlay Districts

7.3.1 Building Massing and Scale

v. Roofing materials visible from any public right-of-way: copper, factory finished standing seam metal, slate, synthetic slate, or similar materials

7.3.4 Commercial and Mixed-Use Building Materials

i. At least 75% of each building's facade (excluding doors and windows) fronting along any Type 'A' Street or Market Street shall be finished in one of the following materials:

* Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)

ii. No more than 25% of each facade along any Type 'A' Street or Market Street shall use accent materials such as wood, architectural metal panel, split-face concrete block, tile, or pre-cast concrete panels. EIFS shall not be permitted on building frontages along any Type 'A' Street or Market Street.

iii. All facades along Type 'B' Streets or alleys shall be of a similar finished quality and color that blend with the front of the building. Building materials for these facades may be any of the primary and accent facade materials listed above. EIFS shall not be permitted along any ground floor facades along Type 'B' Streets and ground floor facades of alleys. Cementitious-fiber clapboard (not sheet) with at least a 50-year warranty may only be used on the upper floors only.

iv. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

Reason per applicant for request: Please see submitted testament from applicant, Ms. Martin.

Staff Comment: While staff approves the concept and believes it would be an asset to the downtown and would encourage foot traffic, the reasoning of the applicant that other businesses have inconsistencies with the Heritage District Overlay Code and should, therefore, allow their variances requested to be granted, is not a viable defense to nonconformance with the code. There are many reasons for others nonconformance such as existence prior to the code being adopted or the fact that some of the examples are on "B" streets and not the Austin Street Corridor, which have differing requirements.

Per the Rockport Heritage District Zoning Overlay Code (RHDZOC), the board's responsibilities include hearing Design Exceptions (RHDZOC 3.8.1ix). Because this request involves such, this is an item that requires action from the Heritage District Board.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Given the extent of nonconformance generating numerous variance requests Staff recommends denial of the application.

Heritage District Certificate of Appropriateness Application



¹³⁵
**Building &
Development
Services
Department**

Chapter 118 of the City of Rockport Code of Ordinances (available at www.cityofrockport.com/200/Ordinances-Resolutions) established the Heritage District Zoning Overlay Code with the purpose and intent of implementing the design goals of the Heritage District Master Plan, establishing specific standards within different character districts, and encouraging historic preservation and economic development. A complete certificate of appropriateness (COA) is required in order to help guide the project through the process as quickly and efficiently as possible. **It is highly recommended that applicants contact the Building and Development Services Department in the beginning stages of their project before any designs are finalized and well in advance of an application deadline.** The COA is required for any modifications or improvements made to property within the Heritage District and is not in lieu of a building permit.

Property Description

Address: 503/507 S. AUSTIN ST ACAD Property ID: 51988
Subdivision: Doughty + Mathis Block: 14 Lot: 2R THRU 7R

Character District: ☒ Austin Street Corridor ☐ Arterial Mixed Use District ☐ Civic Core District
☐ Harbor Destination ☐ Neighborhood Mixed Use District ☐ Waterfront District

Street Type Designation: ☒ A ☐ B Current Use/Occupation: BAR/RESTAURANT

Property Owner Information

Name: Derek Hurst
Company: BAYDREAMS LLC
Mailing Address: 3007 Quintan Way
SAN ANTONIO, TX 78230
Phone: 361-463-7573
Email: bigdmaxverick@yahoo.com
Signature: [Signature]
Date: 3-16-21

Owner's Agent/Representative (if different from owner)

Name: Tasha Martin
Company: Spartan Tendencies LLC
Mailing Address: 507 S Austin
Rockport TX 78382
Phone: 361-463-8850
Email: TashaMartin84@gmail.com
Signature: [Signature]
Date: 3-16-21

Project Description Summary

Project Name: Rock Bottom Park and Pub
Use Designation: ☒ Commercial ☐ Residential

Proposed Use/Occupation: COVERED OUTDOOR SEATING AREA FOR EXISTING BAR/RESTAURANT

Type of Project (check all that apply): ☐ Building Addition ☒ Change of Use/Expansion of Use
☐ Demolition ☐ Expansion of Building Area ☐ Expansion of Parking Area
☐ Facade Changes ☐ Signage, Modification ☐ Signage, New ☐ New Construction
☐ Rehabilitation/Remodeling ☐ Relocation

Project Synopsis: CONSTRUCT A 20' X 40' CONCRETE PAD 50% COVERED BY A 136
4 POST OPEN WALLED WOOD FRAME PAVILLION WITH COMPOSITION SHINGLE ROOF.
FOR THE PURPOSES OF OUTDOOR SEATING AND SMOKING AREA ADJACENT TO
THE EXISTING FOOD TRUCK AND SURROUNDED WITH 4' HIGH WOOD RAIL FENCE.

Application Checklist

Please check the box of the materials listed below that are attached to this application. Refer to Chapter 118 Sec. 118-261 through Sec. 118-270 of the Code of Ordinances for a complete description of all requirements.

1. ☒ Detailed description of the project and scope of work
2. ☒ Project timeline
3. ☒ Photo of front of the structure and additional photos of the area(s) of work
4. ☒ Site plan, with all maps and renderings drawn to scale and including the required elements listed in Sec. 118-263 §3.7.1 as well as any other details necessary to clearly describe the project
5. ☒ Specifications of materials to be used
6. ☒ Samples of materials, paint colors, finishes, and/or fabrics
7. ☒ Elevations and architectural drawings showing exterior work and fencing
8. ☒ Proposed signage plan
9. ☒ Proof of ownership or authorization to act on behalf of the property owner

DO NOT WRITE BELOW THIS LINE – FOR STAFF USE ONLY

Date Received: 3/17/21 Referred to: ☒ Staff ☐ RHDB Date: 3/22/21

Resolution: ☐ Approved ☐ Denied ☐ Appealed Date: _____

Comments: Approved if conditions are met
See attached.

Heritage District Certificate of Appropriateness Request

I Tasha Martin on Behalf of Rock Bottom Park and Pub are requesting a variance to the current Heritage ordinance. We have been notified that our proposed plan does not meet the Heritage guidelines for the following reasons.

1. Columns Need to be in Tri-partite as noted in photographs I have provided many other structures on main street do not have the definition of Tri-partite and by making my columns on my back patio that will not be visible from the street will not match the existing structures in the area. If necessary I can wrap the columns in wood however this is just another possible entrance for moisture to cause rust and damage to the columns and after the fence is installed will barely be visible from the street as illustrated in our drawings provided.
2. I am asking to use a screw down metal roof instead of a standing seam roof as the standing seam roof will cause an increase of 25% and as noted in my photographs many other structures modified post Harvey have screw down metal roofs. Asking me to forgo a larger expense in an effort to improve my structure and the overall looks of the Heritage district entrance is not reasonable.
3. I am asking as documented in my plans and photograph to install a fence around the area to comply with the TABC requirements. The fence I am proposing is the same exact fence installed behind my property at the Klien building. In addition I have documented numerous other structures on main street that are all wood fences. I was unable to locate one fence that actually met the Heritage district guidelines.
4. In collaboration with the Keep Aransas Beautiful organization we are providing them the exterior of our property to install plants and shrubbery that meet the Heritage guidelines in addition to them looking at installing a Mural on the Fence line through a grant. These items are not line itemed in my plans as the exact plants and mural will be left to this organization. I have also donated the land were the Current new Heritage District sign is and also additional land were they plan on making an official Monarch area.

My Business is always more the willing to assist my wonderful community in way possible and this addition to our business will not only beautify the entrance to the Heritage District but will also provide our locals and tourists with a place to enjoy our beautiful weather with there families and pets and dine at our outside Food truck and enjoy all the beauty Rockport has to offer. Your consideration and cooperation in assist me in getting my project moving forward is greatly appreciated. I have been attempting to get this approved for over a year and as each day goes by the cost of materials gets higher and less available.

Sincerely,



From: Communityplanner@cityofrockport.com,
To: kjqc@aol.com,
Cc: inspector@cityofrockport.com, buildingadmin@cityofrockport.com,
Subject: 507 S Austin
Date: Thu, Sep 16, 2021 5:49 pm
Attachments: Heritage District - 507 S. Austin.pdf (1584K),

Good afternoon Mr. Gove,

I have attached the sections of the Heritage District Zoning Overlay Code referenced in Mr. Truitt's review:

5.1.1 – Not consistent with Historical Architecture

6. #7 – No street screen on fence

7.3 – Try-partite architecture

7.3.1 v – metal columns not on approved materials list

7.3.4 – does not meet this requirement / only 25% wood allowed

I hope these sections will be helpful to you.

Thank you,

Carey Dietrich, CFM, CBO

Community Planner | City of Rockport

Asst. Director of Building & Development

TSBPE #3262 TDLR #2685

361/790-1125 ext 226



<https://cityofrockport.com/>

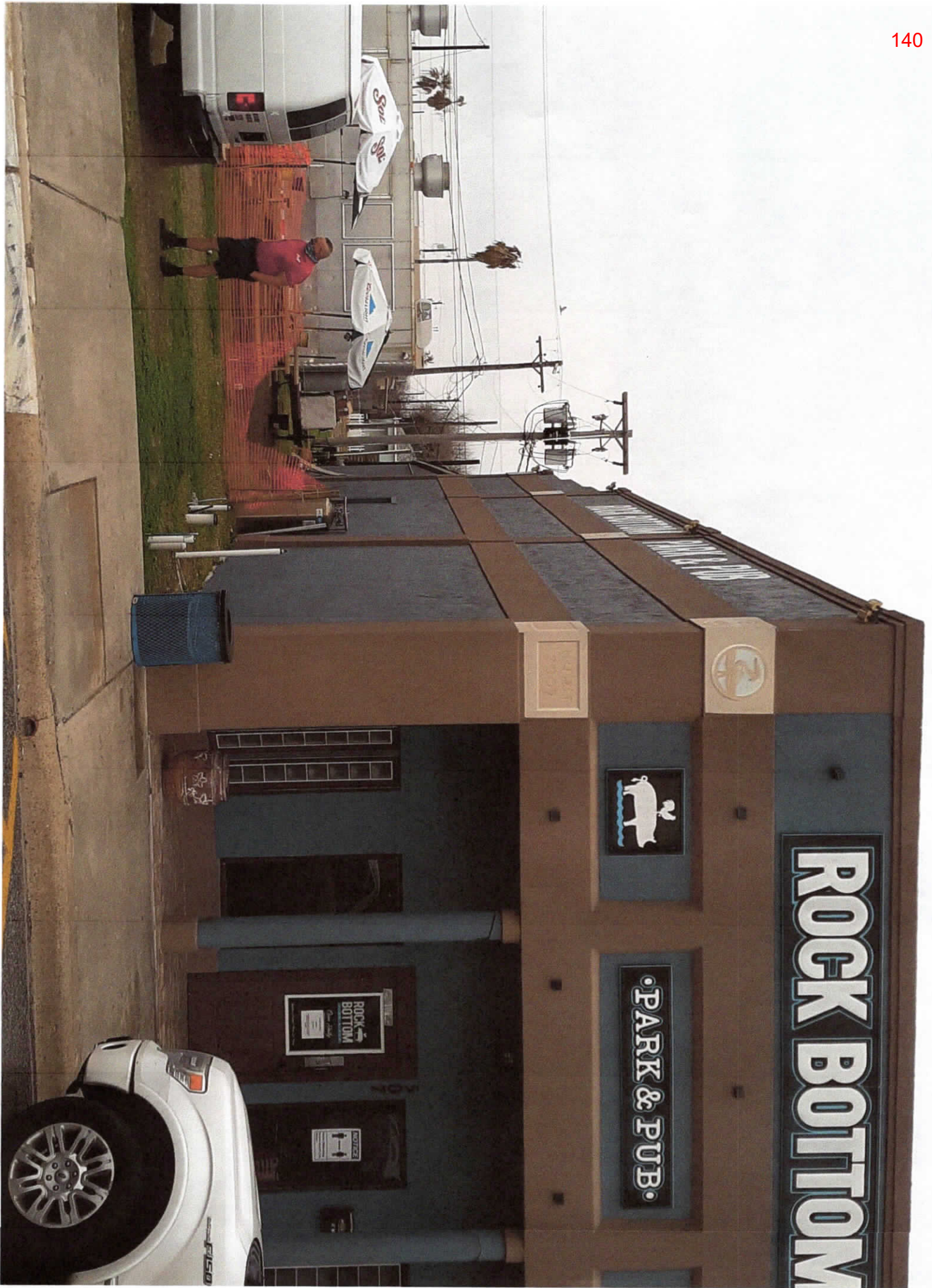
"Success is not final, failure is not fatal: it is the courage to continue that counts."

- Winston Churchill

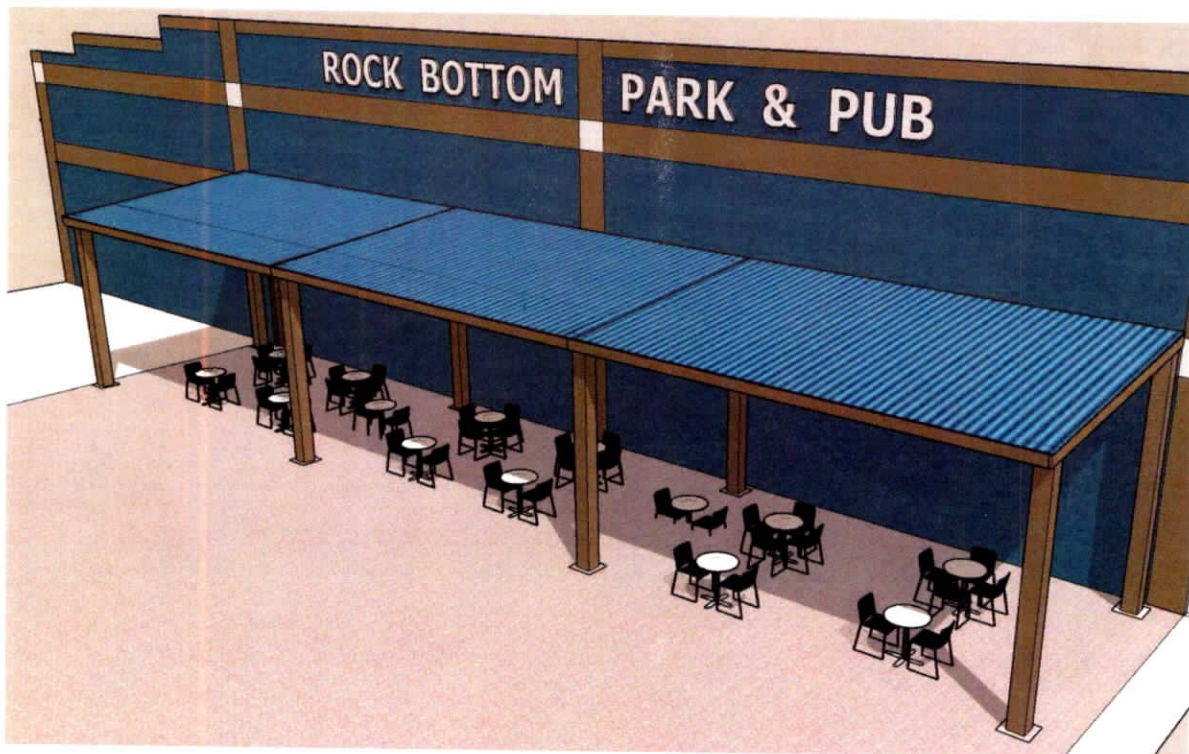
Please note that any correspondence, such as e-mail or letters, sent to City staff or City officials may become a public record and made available for Public/media review.

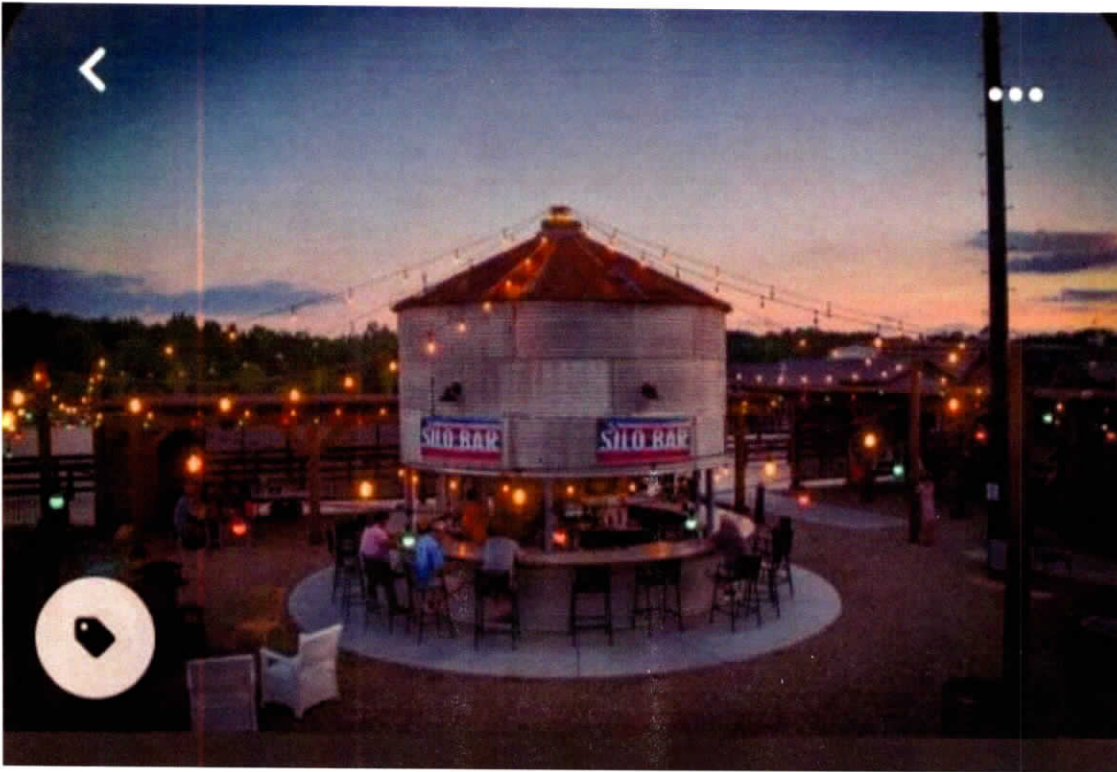
ATTENTION PUBLIC OFFICIALS!

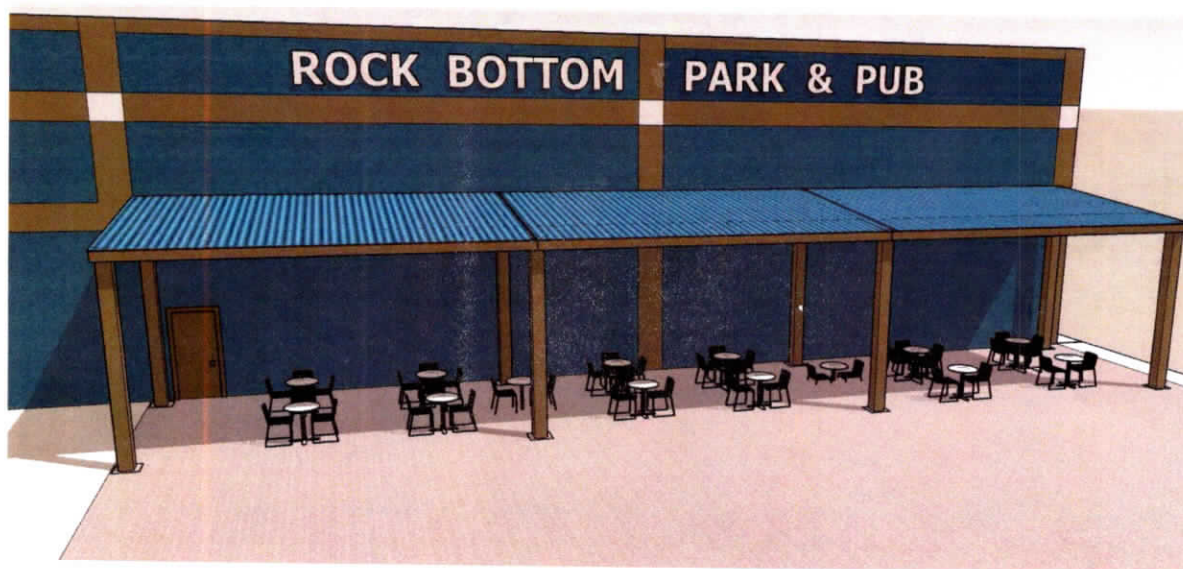
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.



Future plans of outside area

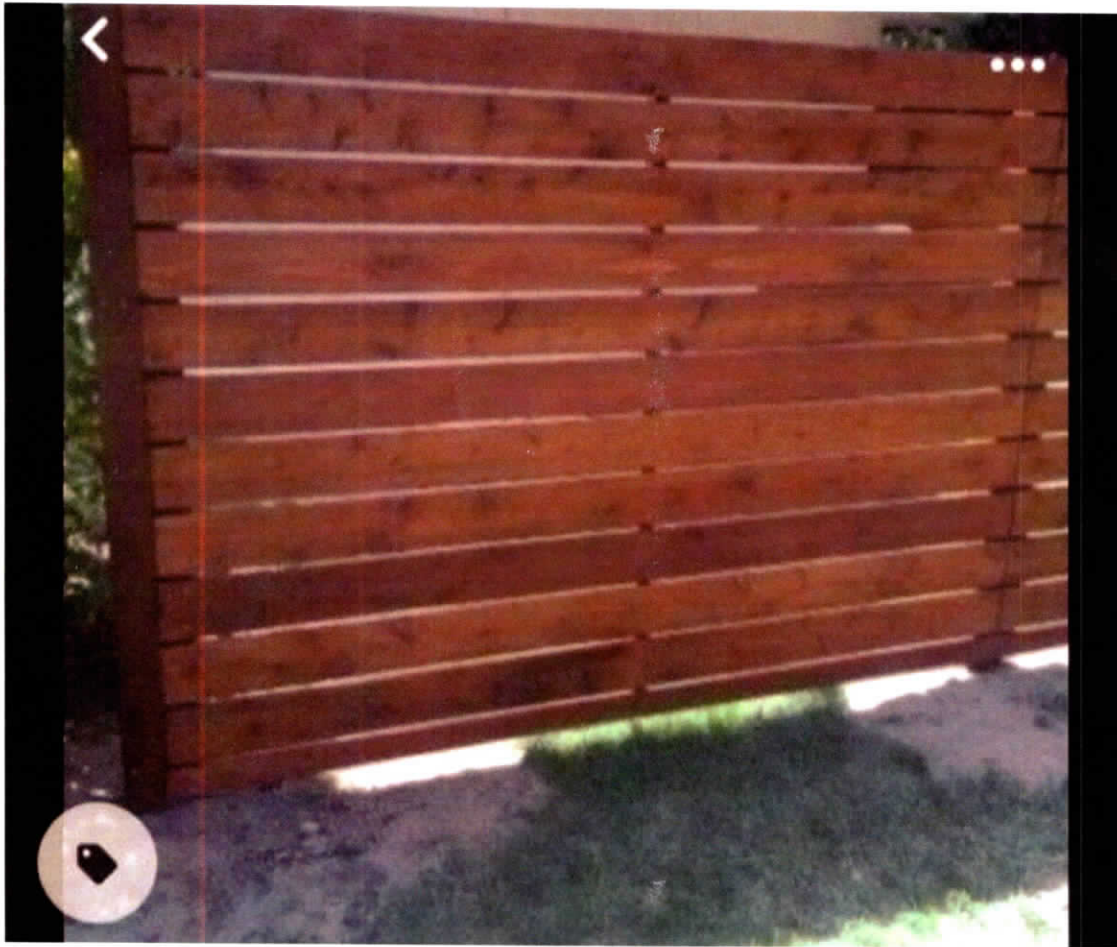


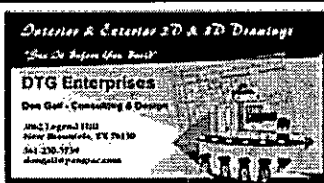
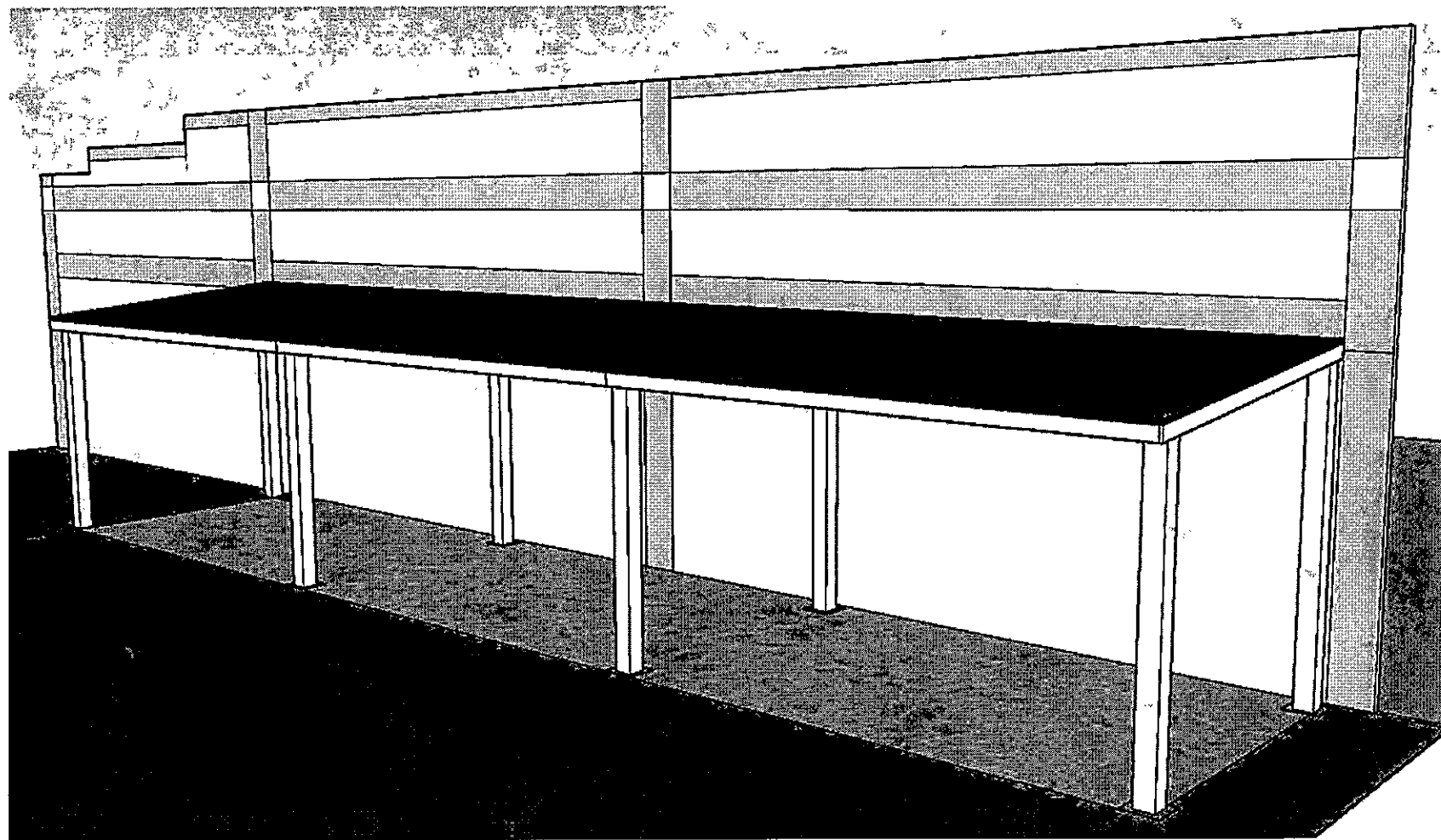






Proposed Fence Style

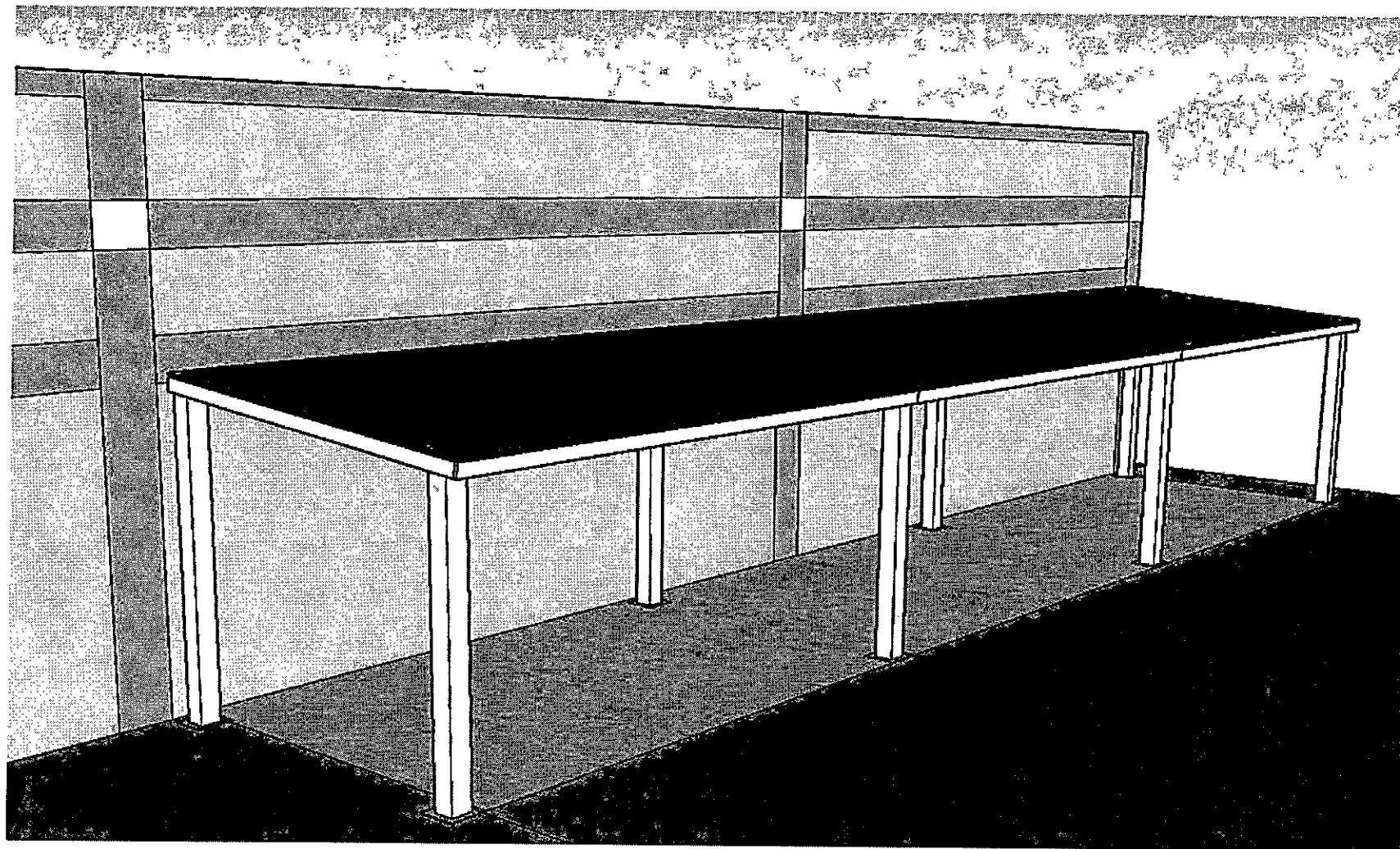




Simple 3D of Awning
Right View

Rockport Bottom
Park and Pub

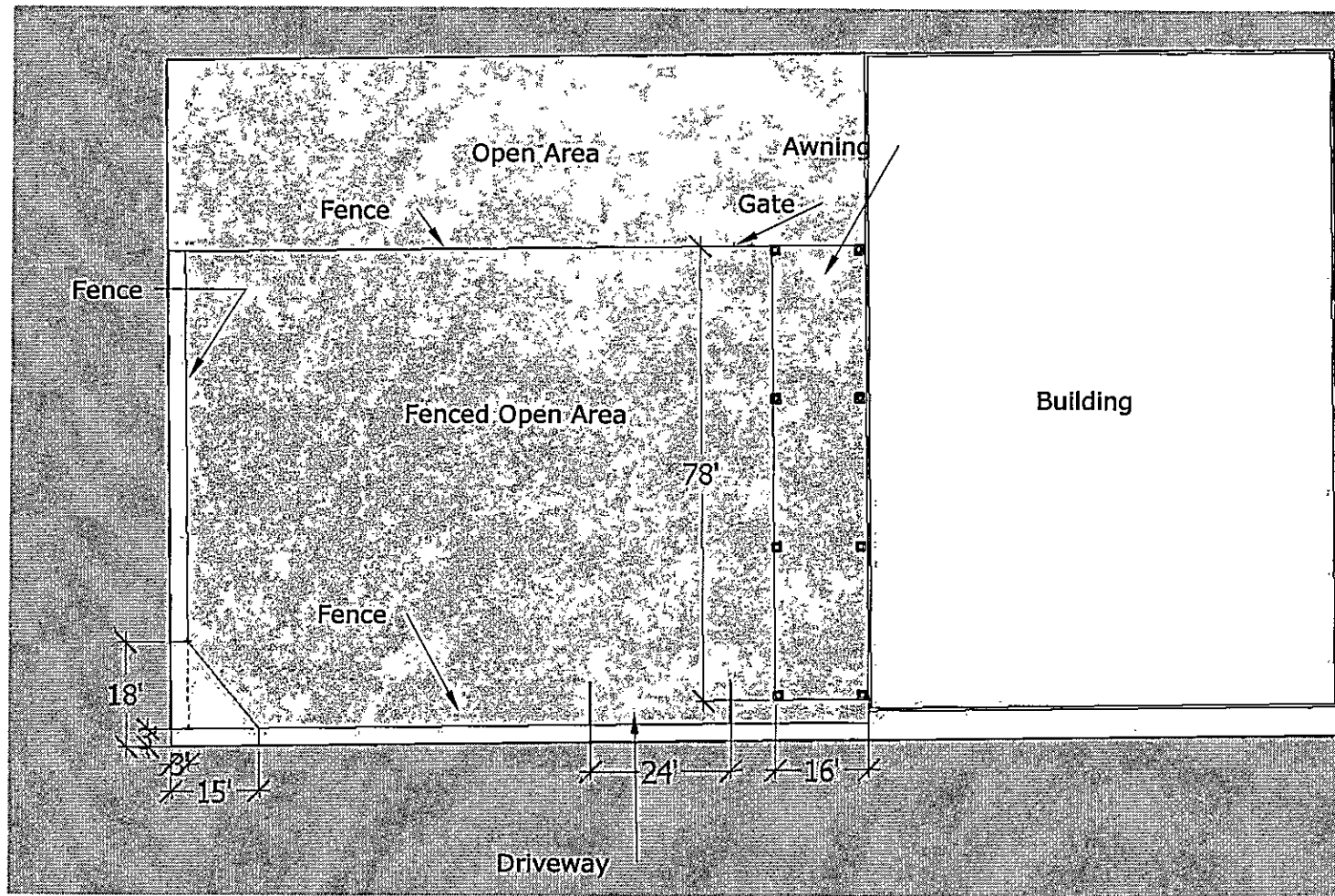
August 25, 2021



Simple 3D of Awning
Left View

Rockport Bottom
Park and Pub

August 25, 2021



*Notes

- * Awning Size 78' X 16'
- * Awning Height 15' at building, 13'6" at front edge
- * Awing support, 8 piers, no support from building.
- * Fence has 3 Foot setback street sides as agreed.
- * 135 sq. ft. area reserved at property corner as agreed



Building and Open Area
Layout Plan 1" = 30'

Rockport Bottom
Park and Pub

August 25, 2021

(877) 268-3553



Building Quotation

Steel Building Systems & Components

Salesperson: Justin Meyer**Date:** 8/5/2021**Quote #:** 16x78SSCG**Submittals**

- ☐ Mueller Supplied Components Designed to meet TX Windstorm Criteria
- ☐ See Additional Architectural Drawings
- ☐ Request for Pre-Express
- ☐ Request for Pre-Approved Custom

Customer Data

Customer: BIG BEAR COASTAL CONTRACTING
 Cust. No:
 Mail Address: Client Address 1
 City, State, Zip: ROCKPORT, TX 78382
 Contact: CHRIS GOVER
 Day Phone: 210-649-5337
 Home Phone: -
 Cell Phone: -
 Fax: -
 Email: kjqc@aol.com

End User:
 Name:
 Jobsite Address: 507 S AUSTIN
 City, State, Zip: Rockport, TX 78382
 County: Aransas
 General Contr:
 Address:
 City, State, Zip:
 Customer Type: Retail

Building Details

Building Type: ☐ RF ☒ SS ☐ LT
 Width: 16.000' Peak Offset: 16.000'
 Length: 78.000'
 Sidewall Bay Spacing: 3 @ 26.0000'

	Eave Ht	Roof Slope	Girt Type
Front Side:	15.000'	0.000 in 12	Flush
Back Side:	13.667'	1.000 in 12	Flush

Frame ID	Frame Type*	Col Type*	Rafter Type*	Frame Line	# Int Col's
1	Rigid Frame	Wide-Flange	Wide-Flange	2 3	-

* May change due to engineering requirements

Building Code (Provided by customer): Building Loads:

Design Code: IBC'18
 Closed/Open: O
 Exposure: C
 Importance - Wind: 1.00
 Site Class: D
 Importance - Seismic: 1.00
 Seismic Coefficient: 0.09
 Importance - Snow: 1.00

Dead Load: 2.50 psf
 Live Load: 20.00 psf
 Load Reduction: Yes
 Ground Snow: 0.00 psf
 Collateral: 1.00 psf
 Wind Load: 146.00 mph

Other Loads:

Crane Load? ☐ Yes ☒ No
 Floor Load? ☐ Yes ☒ No
 Parapet / Mansard? ☐ Yes ☒ No
 (Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet? ☐ Yes ☒ No

Building Use Classification: Standard Building
 Description of building use: storage

Frame Coating**Main Columns & Rafters**

- ☒ Red oxide
- ☐ Hot-Dipped Galv'd

Purlins, Girts, Eave Struts

- ☒ Red oxide
- ☐ Pre-Galvanized
- ☐ Hot-Dipped Galv'd

Door Framing

- ☒ Red oxide
- ☐ Pre-Galvanized
- ☐ Hot-Dipped Galv'd

Base Angle

- ☐ Red oxide
- ☒ Pre-Galvanized
- ☐ Hot-Dipped Galv'd

End Frames**Base Condition****Wall Bracing**

	Left	Right			Bracing Details
Expandable	☐	☐	• Angle	Roof:	<u>Diagonal Bracing</u>
Non-Exp RF	☐	☐	○ Trim	Left Endwall:	<u>Other</u>
Std. Endwall	☐	☐	○ Channel	Front Sidewall:	<u>Other</u>
CF Endwall	☒	☒	○ Girt	Right Endwall:	<u>Other</u>
			○ GZ Base Fixtrue	Back Sidewall:	<u>Other</u>

Framed Openings

Note: Bolted Clips

<u>Wall</u>	<u>Bay</u>	<u>Open Width</u>	<u>Header Ht</u>	<u>Sill Ht</u>	<u>Offset</u>
<u>None</u>					

*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

Purlin Extensions

<u>Wall</u>	<u>Surface</u>	<u>Length</u>	<u>Soffit</u>
<u>None</u>			

Eave Extensions and Canopies

<u>Wall</u>	<u>Bay St</u>	<u>Bay End</u>	<u>Height</u>	<u>Width</u>	<u>Slope</u>	<u>Soffit</u>
<u>None</u>						

Open walls:

*Note: All open walls will contain necessary columns unless otherwise noted.

Left Endwall • Yes ○ No

Is the Left Endwall going to remain open? Yes No

If No, what material will be in this wall? _____

Front Sidewall • Yes ○ No

Is the Front Sidewall going to remain open? Yes No

If No, what material will be in this wall? _____

Right Endwall • Yes ○ No

Is the Right Endwall going to remain open? Yes No

If No, what material will be in this wall? _____

Back Sidewall • Yes ○ No

Is the Back Sidewall going to remain open? Yes No

If No, what material will be in this wall? _____

Partial Walls and Wainscot:

<u>Wall</u>	<u>Wainscot</u>	<u>Bay Start</u>	<u>Bay End</u>	<u>Open Height</u>	<u>Base</u>	<u>Full Load</u>
<u>None</u>						

Liner Panel

<u>Location</u>	<u>Start</u>	<u>End</u>	<u>Height</u>
<u>None</u>			

Sheets & Trim

Location	Color	Panel	Gauge	Quality	Trim
Roof	White	PBR	26	30 Yr.	Gable: BSL
Walls	BSL	R	26	30 Yr.	Eave: BSL
Soffit	---	---	---	---	Corner: BSL
Roof Liner	---	---	---	---	Jamb: BSL
Wall Liner	---	---	---	---	Liner: ---
Wainscot	---	---	---	---	Wainscot: ---

* see specific details at www.muellerinc.com.

Fasteners

Roof	Walls	Soffit
Panel: TEK1.25	Panel: TEK1.25	Panel: --
Lap: LAPTEK	Lap: LAPTEK	Lap: --
Type: ZAC	Type: --	Type: --

Ridge Covering

- Peak Sheets
- Ridge Roll

Eave Condition

- | | |
|-----------------------|-------------------------|
| Front Sidewall | Back Sidewall |
| ○ Gutter & Downspouts | ● Gutter & 4 Downspouts |
| ● Eave Trim | ○ Eave Trim |

Accessories

** All accessories need to be applied to the base price as shown on the pricing page. **

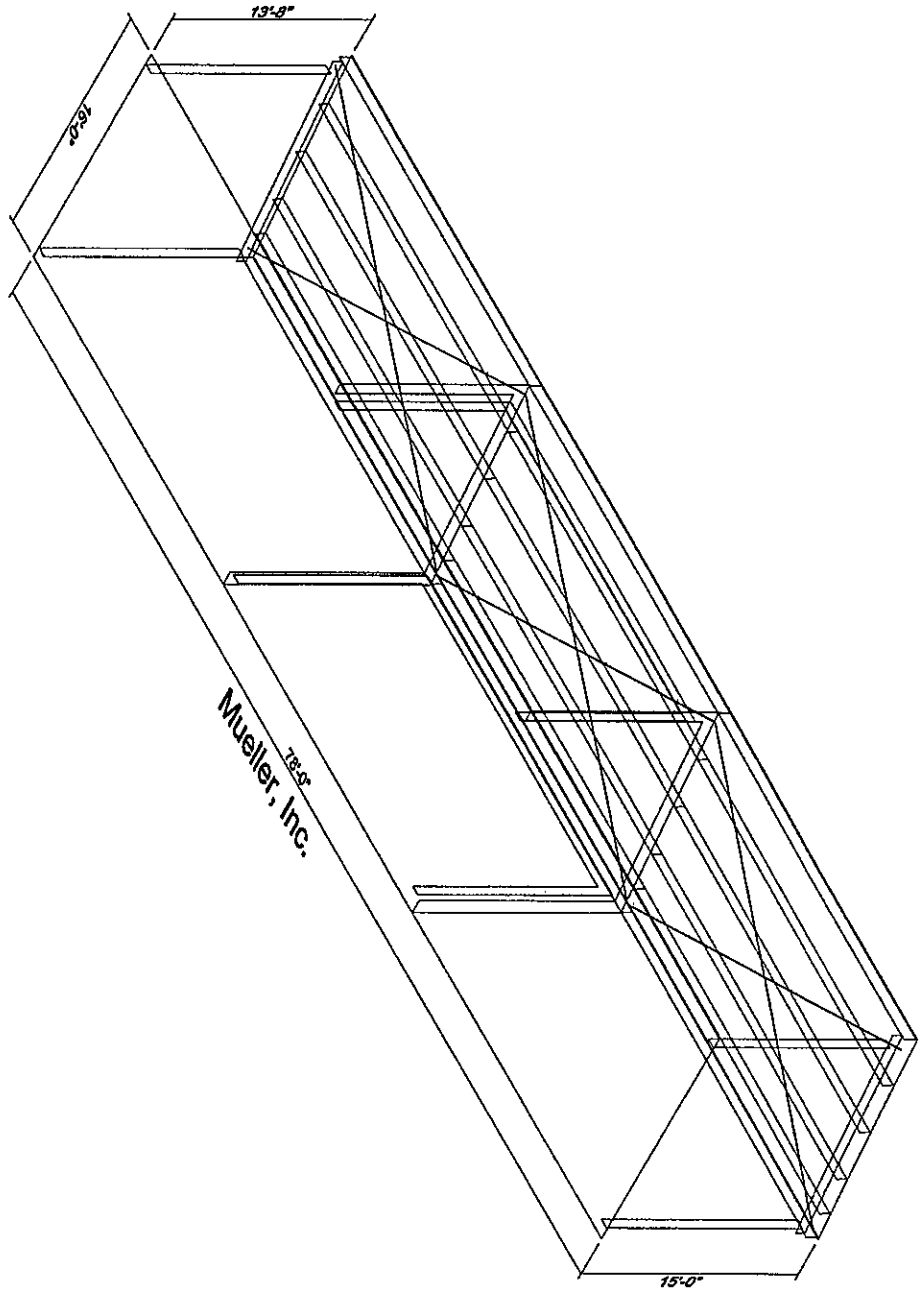
<u>Item Description</u>	<u>Quantity</u>	<u>Price</u>
		\$0.00

Estimated Weight of Building: **7,615 lbs.**

(Subject to change after the building is Engineered and Detailed)

Special Requirements:

Notes: Anchor Bolts are not included with this Quotation.



Unless noted, drawings are for conceptual purposes only.
Please review for building dimensions and framed openings accuracy.
All other aspects such as wall girt and roof purlin spacing, wind
bracing locations, etc. may change during engineered design unless
noted in the "Special Requirements" section of the contract.

Chris Gover

Big Bear Coastal contracting

10/5/2021 | 32 Photos

Photos Of Other Properties

1



Project: Rockbottom
Date: 10/5/2021, 10:41am
Creator: Chris Gover

2



Project: Rockbottom
Date: 10/5/2021, 10:41am
Creator: Chris Gover

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Project: Rockbottom
Date: 10/5/2021, 10:41am
Creator: Chris Gover

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Project: Rockbottom
Date: 10/5/2021, 10:41am
Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

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Creator: Chris Gover

11

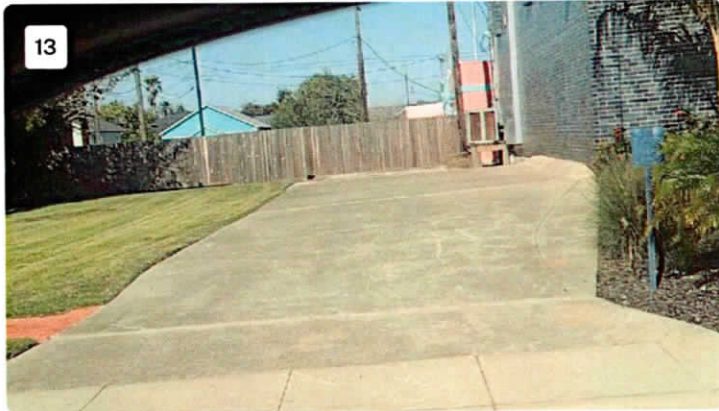


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Creator: Chris Gover

12



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Creator: Chris Gover



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Creator: Chris Gover



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Creator: Chris Gover



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Creator: Chris Gover



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Creator: Chris Gover



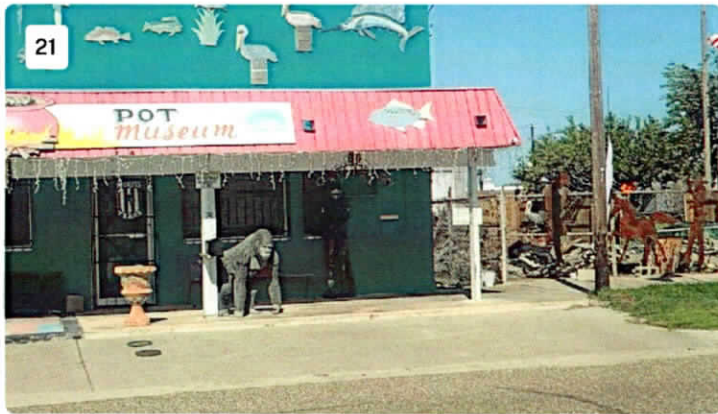
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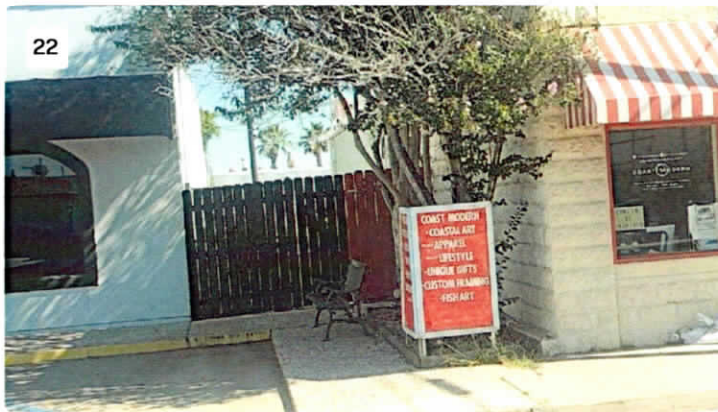
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Creator: Chris Gover



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Creator: Chris Gover



Project: Rockbottom
Date: 10/5/2021, 10:49am
Creator: Chris Gover

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 12

Deliberate and act on the first reading of an Ordinance amending Chapter 14, (amusements and entertainments) of the City of Rockport Code of Ordinances; creating Article III, coin-operated machines; establishing an occupation tax; providing for applicable rules and regulations; providing for repealer, cumulative and severability clauses; and establishing an effective date.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: On June 23, 2020, Council adopted an ordinance adopting a six-month moratorium on the acceptance of applications for the issuance of permits for the use of a location as an internet sweepstakes cafes or similar gaming machine establishments because staff had begun receiving inquiries from persons interested in opening game rooms inside the city limits. There is no specific case law provision prohibiting sweepstakes Internet cafes or other game rooms and the City therefore cannot currently prohibit the opening of such businesses; however, the City does have the ability to regulate and license such businesses. Please see the accompanying proposed ordinance for additional information.

FISCAL ANALYSIS: The proposed ordinance provides for the maximum fee per machine (25% of the State's fee) as well as an annual operator's permit of \$500.

RECOMMENDATION: Staff recommends Council approve first reading of an Ordinance amending Chapter 14, (amusements and entertainments) of the City of Rockport Code of Ordinances; creating Article III, coin-operated machines; establishing an occupation tax; providing for applicable rules and regulations; providing for repealer, cumulative and severability clauses; and establishing an effective date, as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS, AMENDING, CHAPTER 14, (AMUSEMENTS AND ENTERTAINMENTS) OF THE CITY OF ROCKPORT CODE OF ORDINANCES; CREATING ARTICLE III, COIN-OPERATED MACHINES; ESTABLISHING AN OCCUPATION TAX; PROVIDING FOR APPLICABLE RULES AND REGULATIONS; PROVIDING FOR REPEALER, CUMULATIVE AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Coin-Operated Machines are a popular method of entertainment and amusement, which include any kind of machine or device operated by or with a coin or other United States currency, metal slug, token, electronic card, or check, including a music or skill or pleasure machine; and

WHEREAS, many Coin-Operated Machines purport to be games of skill or chance even though the machines use a reflexive percentage arrangement to ensure predetermined outcomes that cheat the players; and

WHEREAS, there is potential for abuse in that persons operating establishments with Coin-Operated Machines can exceed the limitations set forth in the Texas Penal Code 47 and become gambling establishments; and

WHEREAS, the proliferation of these machines in the City necessitates increased regulation and review to ensure that such machines and game rooms are operated within lawful parameters; and

WHEREAS, as a home-rule municipality established and operating under the Texas Constitution and the City Charter of the City of Rockport, the City Council finds that it has authority to adopt licensing and business regulations as determined necessary and beneficial to the City; and

WHEREAS, Texas Occupations Code Chapter 2153 authorizes a city to impose an occupation tax on coin-operated machines that may not exceed one-fourth of the state tax and expressly authorizes a city to regulate coin-operated machines, including restricting exhibit of a coin-operated amusement machine within 300 feet of a church, school, or hospital; and

WHEREAS, the City Council of the City of Rockport is adopting this ordinance for the purpose of promoting and protecting the public health, safety and general welfare of the community and in the furtherance of conserving the value of property and establishing a community desirable to reside therein; and

WHEREAS, the City council of the City of Rockport finds that adoption of procedures for licensing, permitting and regulating the location and operation of Coin-Operated Machines is in the best interest of the citizens of Rockport.

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

Section 1. The City Council hereby amends the City of Rockport Code of Ordinances, Chapter 14, Amusements and Entertainments, by creating ARTICLE III, Game Rooms and Coin-Operated Machines, as set forth in the attached Exhibit A, incorporated fully herein.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PRESENTED AND APPROVED on first reading on the ____ day of December 2021, at a meeting of the City Council of the City of Rockport, Texas; and given second reading.

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED, and ADOPTED on the ____ day of January 2022, by a vote of ____
ayes and ____ nays at a regular meeting of the City Council of the City of Rockport, Texas.

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED AS TO FORM:
DNRBZ, City Attorney

**CHAPTER 14 OF THE CITY OF ROCKPORT CODE OF ORDINANCES IS HEREBY
AMENDED AS PROVIDED BELOW.**

Sec. 14-30. Definitions

Applicant. Any person, firm, company, association, franchise, or corporation that applies for an operator's game room permit under this article. The term "applicant" shall include each member of a partnership when the applicant is a partnership. If a member of the applicant partnership is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity that constitutes that member of the partnership applicant. The term "applicant" shall include each officer, director, and holder of a ten-percent or greater interest of a corporation, firm or association when the applicant is a corporation, firm, association, or franchise. If the holder of a ten-percent or greater interest in a corporation, firm or association applicant is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity which holds a ten-percent or greater interest in the corporation, firm or association which is the applicant. The term "applicant" shall include the franchisee, or holder of a franchise license, when the applicant is a franchised business. If a member of the applicant franchise is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity that constitutes that member of the franchise applicant. When a permit is issued under this article, the Applicant becomes the permit holder.

Coin-operated machine. Every machine or device of any kind or character, which is operated by or with credits or points which have been purchased with anything of value, including coins, slugs, tokens, paper money, checks, credit or debit cards, or stored value cards, whether those points or credits are purchased directly at the machine or at a central station or terminal, or are transferred to the machine by means of an electronic or electromagnetic card. When a machine or device allows more than one person to simultaneously operate the machine or device by or with credits or points which have been purchased with anything of value, including coins, slugs, tokens, paper money, checks, credit or debit cards, or stored value cards, whether those points or credits are purchased directly at the machine or at a central station or terminal, or are transferred to the machine by means of an electronic or electromagnetic card, each station or location on the machine or device where a person can operate the machine or device shall be considered an individual “coin-operated machine.” “Music coin-operated machines” and “skill or pleasure coin-operated machines” as those terms are hereinafter defined shall be included in such term.

Music coin-operated machine. Every machine or device of any kind or character that dispenses or vends or that is used for dispensing or vending music and is operated by or with coins, metal slugs, paper money, tokens, checks, or credit or debit cards.

Operator. Any person, firm, company, association, or corporation which exhibits, displays or permits to be exhibited or displayed, in a place of business, any coin-operated machine in the city.

Person. Includes any natural person, association of natural persons, trustee, receiver, partnership, corporation, organization, or the manager, agent, servant, or employee of any of them.

Service coin-operated machine. Every pay toilet, pay telephone, and all other machines which dispense service only and not merchandise, music, skill, or pleasure.

Skill or pleasure coin-operated machine. Every coin-operated machine of any kind or character whatsoever, when such machine or machines dispenses or are used or are capable of being used or operated for amusement or pleasure or when such machines are operated for the purpose of dispensing or affording skill or pleasure or for any other purpose other than the dispensing or vending of merchandise or music or service exclusively, as those terms are defined in this section.

Sec. 14-31. Illegal machines

Nothing contained in this article shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table or coin-operated machine, the keeping, exhibition, operation, displaying or maintenance of which is illegal or in violation of any article of the Penal Code of this state or the constitution of this state.

Sec. 14-32. Fees - amount; registration

(a) Every operator who exhibits or displays or who permits to be exhibited or displayed in the city any coin-operated machine shall pay an annual occupation tax on each coin-operated machine. All associated fees shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, a minimum fee of fifteen dollars (\$15.00) occupation tax per machine shall be required.

(b) All occupation taxes for coin-operated machines are payable in advance. Prior to payment of the tax every operator shall register each machine by make, model, and serial number with the city secretary or designated agent.

(c) Every operator shall register each spare circuit board or control module by make, model, and serial number with the city secretary or designated agent, although no additional occupation tax will be levied against circuit boards or control modules which are not actually in service. Every operator shall notify the city secretary or designated agent if and when the circuit board or control module for a coin-operated machine is placed into service.

Sec. 14-33. Exemptions

Gas meters, pay telephones, pay toilets, food vending machines, confection vending machines, beverage vending machines, merchandise vending machines, motor vehicle fuel pumps or

recharging stations, and cigarette vending machines which are now subject to an occupation or gross receipts tax, stamp vending machines, and “service coin-operated machines,” as that term is defined, are expressly exempt from the tax levied herein, and the other provisions of this article.

Sec. 14-34. Issuance and display of decal as evidence of payment

(a) The decal issued by the city secretary to evidence payment of the tax levied herein shall be securely attached with its own adhesive to a fixed part of the coin-operated machine. The decal shall be affixed to the machine in a manner prescribed by the city secretary.

(b) During the last quarter of each year, operators shall pay the occupation tax, register the machines taxed, and receive a decal for each coin-operated machine to be within the city on January 1st of the following year.

Sec. 14-35. Sealing machine for nonpayment

The chief of police may seal any such machine upon which the tax has not been paid in a manner that will prevent further operation. The city secretary shall charge a fee of five dollars (\$5.00) for the release of any machine sealed for nonpayment of tax. The fee shall be paid to the city secretary by cashier’s check or money order. It shall be unlawful to break the seal affixed in the name of the city or exhibit, display or remove from location any machine on which the seal has been broken.

Sec. 14-36. Operator’s Permit - Required; fee; renewal

(a) Any operator whose business operates six (6) or more skill or pleasure coin-operated machines or any operator whose principal business is the operation of skill or pleasure coin-operated machines, without regard to number, shall obtain an operator’s game room permit from the city secretary.

(b) All associated fees for obtaining an operator’s game room permit shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, a minimum fee of five hundred dollars (\$500.00) for the administrative costs of processing the operator’s game room permit shall be required.

(c) Each time the location of a machine is changed, the operator shall notify the city secretary of the change by filing an amendment to the operator’s game room permit application within ten (10) days of the change.

(d) An application for the renewal of an operator’s game room permit must be made to the city secretary by December 31st of each year.

Sec. 14-37. Application

(a) An operator’s game room permit application shall be obtained at the city secretary’s office.

(b) The applicant shall be required to furnish the following information:

(1) The name of the applicant's business and the address of the location where the machines are to be located.

(2) The date of birth and full legal name, including any and all names by which the person has been known, of the applicant and of each person included within the definition of applicant as set forth at Sec. 14-30 of this article.

(3) If the applicant is a corporation, the exact corporate name, state of incorporation and principal place of business for the corporation.

(4) The current residence address and telephone number of the applicant and of each person included within the definition of applicant as set forth at Sec. 14-30 of this article.

(5) A copy of the driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application of the applicant and of each person included within the definition of applicant as set forth at Sec. 14-30 of this article.

(6) The name and home address of a local agent if the applicant is not a resident of the City of Rockport. If the applicant is a resident of the City of Rockport, the applicant may serve as the local agent or designate a separate individual as the local agent. A copy of the local agent's driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application.

(7) The name and home address of the manager of the applicant's business who will be primarily responsible for the day-to-day operations of the business. A copy of the manager's driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application.

(8) All felony and misdemeanor convictions and deferred adjudications, except for class C traffic offenses, of the applicant and of each person included within the definition of applicant as set forth at Sec. 14-30 of this article, and of the local agent and manager, including, but not limited to, any of the offenses as described in Sec. 14-39(d)(5) of this article, except for deferred adjudications when a court has issued an order of nondisclosure.

(9) The maximum number of skill or pleasure coin-operated machines to be located at the business.

(10) The landline telephone number for the address of the location where the machines are to be located.

(11) The application shall be signed under penalty of perjury by the applicant, attesting to the truth and accuracy of the information provided, including each document attached to the application.

(c) Only one operator's game room permit may be issued for a single location and each operator's game room permit is non-transferable to any other location or address or to any person, firm, company, association, franchise, or corporation that was not originally the applicant as set forth at section Sec. 14-30 of this article.

(d) The operator shall have a continuing duty, during the term of any operator's game room permit or renewal thereof, to notify the city secretary of any change in the information required to be submitted on the application for the operator's game room permit.

(e) Issuance of an operator's game room permit by the city secretary is contingent on the verification of the application information with assistance of other city departments as appropriate, including, without limitation, the police, planning and zoning, code enforcement, fire marshal, environmental health, and building inspection departments.

Sec. 14-38. Inspections

An applicant or permit holder shall permit representatives of the police department, building inspection department, fire department, code enforcement department and environmental health department of the city to inspect the premises of the game room business for the purpose of ensuring compliance with the law and this division at any time that the premises are occupied by one or more persons.

Sec. 14-39. Issuance or denial

(a) The chief of police shall investigate said application and the background of the applicant. At his or her discretion, the chief of police shall be assisted in his investigation by the building official, environmental health officer, code enforcement officer, and/or the fire marshal. Within forty-five (45) days after receipt by the city secretary of the fully completed application for the permit, including all attachments or submissions as may be required, the chief of police shall report the results of the investigation to the city secretary.

(b) Within sixty (60) days after receipt by the city secretary of the fully completed application for the permit, including all attachments or submissions as may be required, the city secretary shall inform the applicant by certified mail, return receipt requested, or by email if elected by the applicant, as to the approval or denial of said permit.

(c) The city secretary shall issue a permit to the Applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless one or more of the following conditions exists:

- (1) The location of the game room business or enterprise is or would be in violation of the City of Rockport, Texas zoning ordinances.

(2) The applicant has failed to make full disclosure, or to supply all of the information requested on the application, or the application is otherwise incomplete.

(3) The applicant has provided false, fraudulent or untruthful information on the application, or is attempting to acquire the permit under false pretenses.

(4) The application or the establishment or the venture does not meet one or more of the requirements of this article.

(5) The correct permit fee has not been tendered to the city and, in the case of a check or bank draft, honored with payment upon presentation.

(6) The structure, configuration or layout of the premises, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the city building, zoning, fire prevention and protection, and health ordinances and regulations.

(7) The applicant or the manager or any other person principally in charge of the operation of the business is under eighteen (18) years of age, or is under twenty-one (21) years of age and the sale or consumption of alcoholic beverages would be an aspect of the venture.

(8) The applicant has not demonstrated that the applicant owns, leases or otherwise has or continues to have the lawful right to occupy and use the premises for the purpose stated in the application.

(9) The applicant has been a permit holder, owner, manager, local agent, or an employee with managerial responsibilities for a game room business when the permit for such business has been denied or revoked, within two (2) years preceding the date of the application.

(d) The city secretary shall not issue a permit to the applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless:

(1) The parking ratio of one parking space per fifty (50) square feet of gross floor area is provided on the development lot.

(2) The legal description of the property of the business where the machines will be located is provided.

(3) The name of the owner of the property where the business is located is provided.

(4) A copy of the lease or rental agreement is provided, if the property is leased or rented. A sublease, agreement, or contract with a person or entity other than the person or entity listed with the Rockport County Central Appraisal District as the property owner for

the address where the business will be located shall not be sufficient to satisfy this requirement.

(5) The applicant and of each person included within the definition of applicant as set forth at Sec. 14-30 of this article, the manager, and the local agent, has not been convicted or received a deferred adjudication for any offense set forth in chapter 47 of the Texas Penal Code (gambling); chapter 34 of the Texas Penal Code (money laundering); chapter 71 of the Texas Penal Code (organized crime); any offense involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in chapter 481 of the Texas Health & Safety Code; or any crime of moral turpitude.

(e) A business that existed on or before November 3, 1982 and has remained in continuous operation shall be permitted to obtain an operator's game room permit under this division without complying with subsection (d)(1), provided that no structural alterations are made except those required by law or ordinance. Compliance with subsection (d)(1) of this section shall be required when an exempted business is added to or enlarged. This requirement may be satisfied upon the granting of a variance by the zoning board of adjustment.

(f) When a permit is issued to the applicant, each person included within the definition of applicant as set forth at Sec. 14-30 of this article shall be considered to be a permit holder.

Sec. 14-40. Suspension

(a) The chief of police may suspend a permit for a period not to exceed thirty (30) days if he determines that a permit holder or any employee of a permit holder has violated or is not in compliance with this article; or that a condition exists which would be grounds for denial of an application for a permit under this article.

(b) The chief of police shall inform the permit holder by certified mail, return receipt requested, of the suspension of a permit and of the permit holder's right to appeal as set forth at Sec. 14-42 of this article. Written notice of the suspension of a permit shall be posted in a conspicuous place on the business premises. The chief of police shall inform the city secretary of the suspension.

Sec. 14-41. Revocation

(a) Any operator's game room permit issued under this division shall be subject to revocation by the city secretary for the following reasons:

(1) The correct operator's game room permit fee has not been tendered to the city secretary, in the case of a check or bank draft, honored with payment upon presentation.

(2) Failure to comply with the requirements of this article.

(3) Operation of the coin-operated machines in a manner which violates the law.

(4) Any condition which would make the applicant, operator or local agent ineligible to receive an operator's game room permit, including, without limitation, conviction of any offense set forth in chapter 47 of the Texas Penal Code (gambling); chapter 34 of the Texas Penal Code (money laundering); chapter 71 of the Texas Penal Code (organized crime); any offense involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in chapter 481 of the Texas Health & Safety Code; or any crime of moral turpitude.

(b) The chief of police or any other representatives of the police department, building inspection department, fire department, code enforcement department and environmental health department of the city shall inform the city secretary of an applicant's or operator's failure to comply with the requirements of this article.

Sec. 14-42. Appeal of denial or revocation or suspension

Any applicant or operator whose operator's game room permit is denied or revoked pursuant to the provisions of this division shall have ten (10) business days following receipt of the notice of such denial or revocation to appeal the denial or revocation to the City of Rockport City Council. The applicant or operator must file a written appeal with the city secretary, who shall, within ten days after the appeal is filed forward same to city council for its consideration at a public meeting following a hearing. The city council shall, within 30 days, grant such hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.

Sec. 14-43. Restrictions on prizes

(a) Any operator who operates skill or pleasure coin-operated machines or any business whose principal business is the operation of skill or pleasure coin-operated machines, if such business awards any prizes or things of value, shall not:

(1) Operate the machines in violation of the law.

(2) Award any prize which includes cash.

(b) Any operator who operates skill or pleasure coin-operated machines or any business whose principal business is the operation of skill or pleasure coin-operated machines, if such business awards any prizes or things of value, shall:

(1) Maintain for public inspection a contemporaneous list of any prizes to be awarded which includes the wholesale value of each prize or prize category.

Sec. 14-44. Premises and operational requirements

(a) The operator shall not restrict the view into the area of the business in which the skill or pleasure coin-operated machines are located by obscuring any windows opening into the area with paint or opaque coverings.

(b) The operator shall not restrict public access to enter the business through the use of locking mechanisms on the entry doors during regular business hours.

(c) The operator shall permit the city secretary or designated agent, and officers of any law enforcement agency, to enter during regular business hours, for the purpose of inspection or for the preservation of the peace.

(d) The operator shall maintain a list of current employees, including each employee's name, home address, and date of birth. The list is to be made available during regular business hours for inspection by the city secretary or designee, and law enforcement officers.

(e) The operator shall maintain a working telephone landline on the premises where the machines are to be located.

Sec. 14-45. Prohibited locations

No business exhibiting skill or pleasure coin-operated machines shall be located within 300 feet of a school, church, or hospital.

Sec. 14-46. Offenses; Penalties

A person who fails to comply with any requirement of this code commits a class C misdemeanor punishable by a fine not less than two hundred and fifty dollars (\$250) and not more than five hundred dollars (\$500); except that:

(a) Proof of a culpable mental state is not required for a conviction of an offense under this article.

(b) Each violation is considered a separate offense

(c) Each day that a violation occurs is a separate offense.

(d) In addition to the penalties described in above, the city may pursue other remedies such as injunctive relief, abatement of nuisance, revocation, and removal of current license, and securing a coin operated machine so as to render it inoperable.

Secs. 14-47—14-60. Reserved

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 13

Hear and deliberate on presentation of status of drainage maintenance and repair projects.

SUBMITTED BY: Public Works Director Mike Donoho

APPROVED FOR AGENDA: PKC

BACKGROUND: The FY 2021-2022 Budget includes \$1.015 million for drainage projects. The accompanying Table details the drainage maintenance and repair projects that have been completed since 100-year flood in July. Not listed on the table is a sinkhole project around 134 Dream Oaks that is in progress. This contractor also has other not sewer related sinkholes on their project list but will not get to them until the beginning of January.

The accompanying map also shows the drainage ditch maintenance projects that have been completed and those that are scheduled to be done.

The liquidated damages being charged by Burnside Services for the delays caused to the Concho Street Drainage Project by the Aransas County Navigation District will be charged to this account. The cost is approximately \$5,000 per day and is more than \$149,376 as of December 7.

FISCAL ANALYSIS: The FY 2021-2022 Budget has \$1,015,000 allocated to account 631-3015 Drainage Maintenance, of which \$866,701 remains unexpended.

RECOMMENDATION: Not an action item.

Drainage Maintenance & Repair Projects - 7/01/21 to Date

Location	Scope of Work	Date	Cost
2140 Harbor Circle	Sinkhole - repair service line at 5'	7/1/2021	\$ 9,675
Turneck Neck Circle	Sinkhole - repair service line penetrations	7/14/2021	\$ 11,215
Church Street @ Bay Street	Sinkhole - remove & replace 8" VCP w/8" SDR26 PVC pipe down to 4'	7/14/2021	\$ 47,050
Mathis Park	Sinkhole - replacement of top 42" of manhole	8/9/2021	\$ 11,525
Crescent Drive @ Traylor Boulevard	Sinkhole - excavate 7' & make repairs to manhole	8/9/2021	\$ 11,685
2014 Crescent Drive	Sinkhole - excavate to 9', determine cause, & make repairs	8/9/2021	\$ 12,510
2109 Oak Ridge	Sinkhole - excavate to 7', determine cause, & make repairs	8/9/2021	\$ 10,750
Crescent Circle Lift Station	Sinkhole - install pass assembly; excavate to 7', determine cause, & make repairs	8/9/2021	\$ 15,385
Streetsweeping	Curbs on various streets	8/25/2021	\$ 7,088
Streetsweeping	Curbs on various streets	8/27/2021	\$ 9,625
Lonestar	Clean ditches	8/31/2021	\$ 24,425
Streetsweeping	Curbs on various streets	9/4/2021	\$ 9,625
Streetsweeping	Curbs on various streets	9/13/2021	\$ 7,175
W. Palmetto - FM 3036 to N. 11th	Clean ditches	9/16/2021	\$ 7,695
Streetsweeping	Curbs on various streets	9/20/2021	\$ 5,250
10th Street - FM 3036 to Henderson	Clean ditches	9/21/2021	\$ 19,461
Streetsweeping	Curbs on various streets	9/27/2021	\$ 8,494
Timberlane Loop	Clean ditches	10/11/2021	\$ 9,905
Bronte Street & Mathis Street	Clean ditches	10/20/2021	\$ 7,695
Teal Street	Clean ditches	10/20/2021	\$ 9,905
Eloise Street - Young to Anne St. (south side)	Clean ditches	11/5/2021	\$ 7,425
Tyler Street @ Canoe Lake	Culvert & sidewalk repairs	11/5/2021	\$ 33,700
Lago & Cielo Vista	Clean ditches	11/10/2021	\$ 11,271
30 Blue Heron	Curb demo & replacement	11/17/2021	\$ 6,905
Ditch at Rowen & Anne to Anne & 2nd	Clean ditches	11/19/2021	\$ 19,800
Total			\$ 335,238

City of Rockport Streets & Drainage Department

Revised 12/03/21

SCALE 1" = 800'

LOT LINES ARE GRAPHICALLY REPRESENTED
ACCORDING TO THE MOST RECENT PLATS
AVAILABLE. ALL LOTS MUST BE VERIFIED WITH
ON THE GROUND SURVEYS.

NO PORTION OF THIS MAP MAY BE REPRODUCED
IN ANY FORM WITHOUT THE WRITTEN AUTHORIZATION
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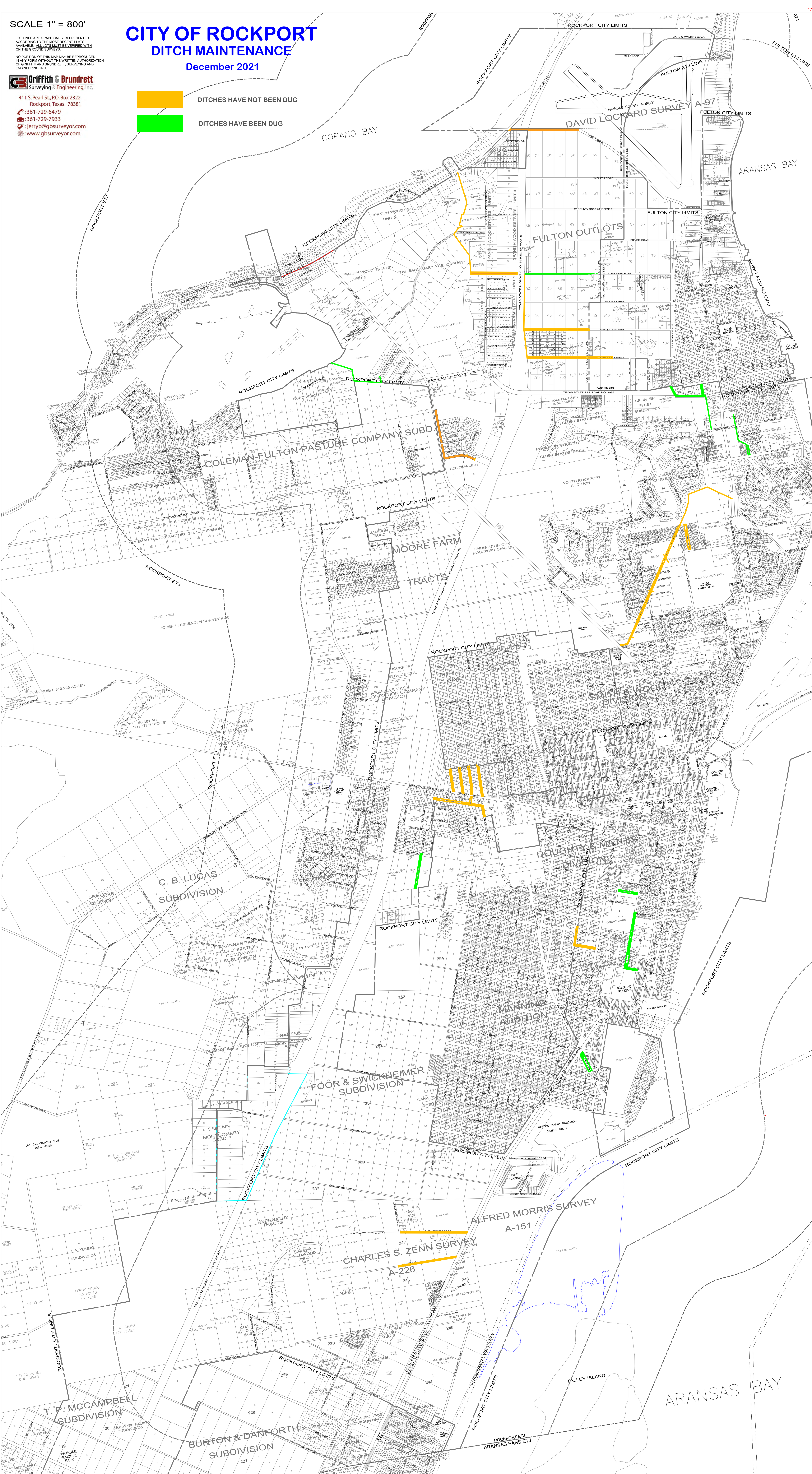
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CITY OF ROCKPORT

DITCH MAINTENANCE

December 2021

- DITCHES HAVE NOT BEEN DUG
- DITCHES HAVE BEEN DUG



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 14, 2021

AGENDA ITEM: 14

Hear and deliberate on proposed revision to City Council meeting agenda process.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: The City Attorney has requested that he review the city council meeting agenda and meeting packet prior to the packet being finalized. In order to meet this request, the documents must be sent to him by noon Thursday so he can complete his review that afternoon and staff has all day Friday to make any changes. As a result, the deadline for getting requests for agenda is Tuesday, 14 days prior to the meeting date, effective December 15, 2021. Staff will continue to have a seven day deadline.

FISCAL ANALYSIS: N/A.

RECOMMENDATION: Not an action item, information only.
