
CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, April 12, 2022, 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. **Members of the public can view the meeting via live stream at <https://youtu.be/HEwyQq4HoWw>.**

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 comments will be read and 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. Posting of the Colors & Pledge of Allegiance – Rockport-Fulton High School NJROTC.
3. Proclamation: Rockport-Fulton High School NJROTC Ghost rider Team Week.
4. 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 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.

5. Deliberate and act on approval of Workshop & Regular Meeting Minutes of March 22, 2022.
6. Deliberate and act on 2nd quarter report from the Rockport-Fulton Chamber of Commerce for Fiscal Year 2021-2022 marketing expenditures.
7. Deliberate and act to confirm Mayoral appointment to the Planning & Zoning Commission.
8. Deliberate and act on a Resolution authorizing certain City employees to apply for regular exempt license plates for law enforcement vehicles; authorizing certain vehicles be exempt from

inscription requirement; and providing for an effective date.

9. Deliberate and act on approval of a license and services agreement with Tyler Technologies for SAAS Services associated with Incode Financial Software and authorizing the City Manager to negotiate and execute all necessary documents.
10. Deliberate and act on approval of a Resolution of the City of Rockport, Texas, authorizing the selection of Urban Engineering as the Professional Service Provider(s) for the FEMA Hazardous Mitigation Assistance (HMA) grant and authorizing the Mayor to negotiate and execute all necessary documents.
11. Deliberate and act on approval of a Resolution of the City of Rockport, Texas, appointing the Mayor as the Chief Executive Officer and authorized representative to act in all matters in connection with the FEMA Hazard Mitigation Grant (HMGP) project and committing the City to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.
12. Deliberate and act on approval of a Memorandum of Agreement with Texas State University through its Meadows Center and Clean Coast Texas Collaborative program.
13. Deliberate and act on approval of a Memorandum of Understanding with The Coastal Bend Collaborative for Coordinating Community Transportation.

Public Hearing

14. Conduct a Joint Public Hearing with the Planning & Zoning Commission on a request for a Conditional Use Permit for addition of four recreational vehicle (RV) sites located at 2328 Chaparral Street; also known as Chaparral South, Lot 1, 1.01 acres, City of Rockport, Aransas County, Texas; currently zoned B-1 (General Business District).

Regular Agenda

15. Hear a presentation from Water Quality Specialist from the San Patricio Municipal Water District.
16. Deliberate and act on the Certificate of Appropriateness Application submitted by Donnie Garcia of Magnolia Square LLC to develop a Food Truck Courtyard on the property located at 1001 East Concho Street, Rockport, Aransas County, Texas, otherwise known as Magnolia Street Square Food Court.
17. Deliberate and act on first reading of an Ordinance amending the Rockport Code of Ordinances, Chapter 66 Offenses and Miscellaneous Provisions, Article IV Sex Offender Residence and Loitering Restrictions and re-codifying same into Chapter 13; providing affirmative defenses to the Ordinance; providing for penalties and enforcement; providing for severability, repealer, and an effective date.
18. Deliberate and act on first reading of an Ordinance amending Article 4 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land located at 520 West Market

Street; also known as Lot 8R, Block 73, Smith and Wood Division, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to B-1 (General Business District); to develop an office and warehouse space; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

19. Deliberate and act on first reading of an Ordinance amending Article 4 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land located at 1702 Eighteenth Street; also known as Lot 103, Block 250, Foor & Swickheimer Subdivision, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to R-5 (2nd Multi Family Dwelling District); to allow the development of approximately six (6) long-term single-family home rentals; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.
20. Deliberate and act on a funding request for temporary bathrooms for the Austin Street Corridor from May 26-July 25, 2022, and the one-time delivery fee, from Hotel Occupancy Tax funds.
21. Deliberate and act on approval of purchasing a 2022 3634 PipeHunter Combo vacuor unit.
22. Deliberate and act on approval of a Resolution of the City Council of the City of Rockport, Texas authorizing, establishing and approving an Economic Development Policy; and authorizing the City Manager to process requests for economic development assistance in accordance therewith; and establishing an effective date.
23. Reports from Council.
At this time, the City Council will report/update on activities in respective Wards, and 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.
24. 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, April 8, 2022, by 5:00 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, April 12, 2022

AGENDA ITEM: 3

Proclamation: Rockport-Fulton High School NJROTC Ghost rider Team Week.

SUBMITTED BY: City Council

APPROVED FOR AGENDA: RNM

BACKGROUND: Please see the accompanying Proclamation.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Not an action item, presentation only.

PROCLAMATION

WHEREAS, the Rockport-Fulton High School Navy Junior Reserve Officers Training Corps (NJROTC) just recently competed at the National Academic, Athletic and Drill Championships on April 1 – 2, 2022 for the first time since program history (2009); and

WHEREAS, the RFHS NJROTC finished 19th Overall at the National Academic, Athletic and Drill Championships of 27 nationally ranked teams; and

WHEREAS, the RFHS NJROTC Unarmed Exhibition Drill finished 8th Place at the National Academic, Athletic and Drill Championships of 27 nationally ranked teams; and

WHEREAS, the RFHS NJROTC Armed Basic Drill finished 9th Place at the National Academic, Athletic and Drill Championships of 27 nationally ranked teams; and

WHEREAS, the RFHS NJROTC Unit Personnel Inspection (UPI) finished 11th Place at the National Academic, Athletic and Drill Championships of 27 nationally ranked teams; and

WHEREAS, the RFHS NJROTC Relay Run (1,600 Yards) finished 11th Place at the National Academic, Athletic and Drill Championships of 27 nationally ranked teams.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Rockport, Texas does hereby congratulate the Rockport-Fulton High School Navy Junior Reserve Officers Training Corps for their outstanding 2021 - 2022 season; and

BE IT FURTHER PROCLAIMED that the Council of the City of Rockport does hereby declare April 11-15, 2022, to be

“ROCKPORT-FULTON HIGH SCHOOL NJROTC GHOSTRIDER TEAM WEEK”

in the City of Rockport.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Rockport, Texas, to be affixed this 12th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 5

Deliberate and act on approval of Workshop & Regular Meeting Minutes of March 22, 2022.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: Please see the accompanying minutes of the Workshop & Regular Meeting of March 22, 2022.

FISCAL ANALYSIS: N/A

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

CITY OF ROCKPORT

MINUTES

CITY COUNCIL WORKSHOP & REGULAR MEETING

6:30 p.m., Tuesday, March 22, 2022

Rockport Service Center, 2751 State Highway 35 Bypass

Video conferencing capabilities were utilized to allow individuals to view the City Council Workshop & Meeting. 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 comments will be read and summarized in the minutes of the meeting.

On the 22nd day of March 2022, the City Council of the City of Rockport, Aransas County, Texas, convened in a Workshop and Regular Meeting at 6:30 p.m., at the Training Room of the Rockport Service Center, 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

PLANNING & ZONING COMMISSION MEMBERS PRESENT

Ric Young
Kim Hesley
Tom Blazek
W. Kent Howard

STAFF MEMBERS PRESENT

Interim City Manager Richard Morton
Assistant to City Manager Kimberly Henry
City Secretary Teresa Valdez
City Attorney Dan Santee
Director of Finance Katie Griffin
Parks & Leisure Services Administrative & Recreation Program Assistant Brittany Elkins
Director of Public Works and Building & Development Services Mike Donoho
Chief of Police Greg Stevens
Information Technology Director Bob Argetsinger
Community Planner & Assistant Building & Development Services Director Carey Dietrich

ELECTED OFFICIALS PRESENT

Opening Agenda

1. Call meeting to order.

With a quorum of the Council Members present, the Workshop and Regular Meeting of the Rockport City Council was called to order by Mayor Rios at 6:30 p.m. on Tuesday, March 22, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

2. Pledge of Allegiance.

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

Council Member Brundrett requested a Point of Privilege and asked Planning & Zoning Commission Member Kim Hesley to give an invocation.

Ms. Hesley gave an Invocation.

3. Presentation: Friends of Aransas & Matagorda Island Wildlife Refuge – Whooping Crane Strut.

Mayor Rios said the City has partnered with the Friends of Aransas & Matagorda Island Wildlife Refuge beginning with the 2015 Whooping Crane Strut to donate \$5.00 of each registration to the group to assist with whooping crane habitat at the Refuge. Mayor Rios presented a check in the amount of \$1,300.00 to representatives of the Friends of Aransas and Matagorda Island Wildlife Refuge.

Workshop Agenda

4. Hear and deliberate on proposed amended Comprehensive Plan for the City.

Public Works and Building & Development Services Director Mike Donoho thanked everyone for attending the Workshop & Meeting and stated he knows the proposed Comprehensive Plan is a sensitive subject. Mr. Donoho said staff has received a lot of feedback from Council and Council Members have met with staff and the City Manager to discuss the Plan. Mr. Donoho declared the Comprehensive Plan can be amended at any time and it is not a regulatory document. Mr. Donoho expressed everyone should remember each development request has to go through the same City process and Council has the final authority; Council can grant certain variances. Mr. Donoho gave a PowerPoint presentation (below) on the City of Rockport Comprehensive Plan.

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City of Rockport Comprehensive Plan

March 22, 2022

Existing Comprehensive Plan

- Adopted in 1999 and reaffirmed adoption with added land use plan supplement in 2012
- Accomplished many of the objectives set out in plan
 - ◆ Adopted Policies
 - ◆ Ordinances regarding Zoning, Subdivisions and Plats, Drainage and Flood Damage Prevention
 - ◆ Capital Improvement Plan
- The plan is out of date. We are a different City than we were in 1999 or 2012

What is a Comprehensive Plan

- Establishes guidelines for the future growth of Rockport
 - ◆ Transportation, housing, land use, economic development
- Guidelines provide options to citizens, staff, and developers for future development within the City
- Offers development strategies that may be used to meet the needs of our community.
- Protects established neighborhoods

What a Comprehensive Plan is NOT

- A Comprehensive Plan is NOT a document that any rights may be vested under, because it is a plan and not a regulatory document.
- Just because the plan recommends something, a council is not obligated to grant the zoning or use the plan recommends.
- Does not change the current zoning ordinance or change any zoning within the City
- Does not dictate high density development.
- Other than existing zoning, does not dictate how a land owner may develop their property

What we have heard from the Community

- If City Council adopts the amended Comprehensive Plan, developers will have the legal RIGHT to force the City of Rockport to approve HIGH DENSITY rezoning requests.
 - ◆ The comprehensive plan in no way obligates the City Council to approve High Density zoning, it merely identifies different development strategies that may be used to address the needs of the community.
- Rockport City Council is set to push through a 20-year Comprehensive Plan, a city-wide ordinance, adopting new land uses and zoning ordinances.
 - ◆ The Comprehensive Plan does not change any of the existing zoning designations within the City. All current zoning remains the same, unchanged.
- HIGH DENSITY zoning in the amended Comprehensive Plan will abolish the current R1 residential zoning ordinances, cutting the city's current minimum 7,000 square foot lot size down to 2,200 square feet.
 - ◆ The plan does not abolish any current zoning designation it only allows for possible flexibility
- City-wide land use changes from residential to commercial in the Future Land Use Map-
 - ◆ No residentially zoned property has been changed to commercial by the future land use map

What we have heard from the Community

- Inclusionary Zoning
 - ◆ The plan only mentions inclusionary zoning as a recommendation of what council could allow.
- Density by Right
 - ◆ Nonexistent, the plan does not give or create this right, nor can it be interpreted to do so.
- Reducing minimum lot sizes for R1 residential to 2,200 square feet –
 - ◆ There is no mandatory reduction as mentioned here. The plan only identifies flexible alternatives that may be considered.
- Reducing minimum living spaces below the current 300 square feet -
 - ◆ There is no mandatory reduction as mentioned here. The plan only identifies flexible alternatives that may be considered.
- Tax incentives or Tax Abatements –
 - ◆ These are merely tools that Council may utilize. The Council is never obligated to grant any incentives or abatements.

Excerpt from Comprehensive Land Use Plan 1999 & 2012:

“The Future Land Use Plan Map provides a general picture of how land uses may be arranged to reflect the growth goals and objectives of the city. It is important to note that this map does not serve the same purpose as the zoning map.”

Council Member Brundrett asked Mr. Donoho to review what things were talked about in his one-on-one with staff.

Mr. Donoho reviewed the slide on Workforce (below). Mr. Donoho declared these are recommendations and whether we have this Plan or not a developer could come in with a proposed development and the City must go through the development process and City Council can say “no.”

PLAN INTEGRATION

WORKFORCE HOUSING

Increase supply of permanent workforce and affordable housing.

- The existence of an Opportunity Zone south of the downtown area may provide opportunities for a developer to create more affordable housing options. The Opportunity Zone program could be used to attract needed investment to the area.

Allowing for Increased Density by Right

- The city should consider amending the zoning ordinance in the district to allow for more residential development near the downtown.
- To meet the need for more affordable service worker housing, adjustments to the zoning code will also be required. Right now, the smallest unit that can be built is 500 square feet. But zoning that would allow smaller micro units could allow for more units/acre.
- Reducing minimum lot sizes of 2,200 square feet per unit could also allow for higher density construction that is more economically efficient for workforce housing developers.

RPAT

Council Member Brundrett asked if this could be taken out of the Comprehensive Plan.

Interim City Manager Richard Morton answered it could be and the Council motion would be to remove Page 63 of the Comprehensive Plan.

Mr. Donoho then reviewed the slide on Additional Housing Development Strategies (below). Mr. Donoho reiterated these are strategies the City can use; not law.



Council Member Brundrett asked if staff had reviewed the Implementation chapter for the words "should, could, may, shall?"

Mr. Donoho stated the Implementation chapter is a summary chapter and the Council can revise or amend it.

Mr. Morton expressed those are all recommendations in that Chapter.

Mr. Donoho expressed it does not mean we have to do it; it's not law.

Mayor Pro-Tem Villa said that does not mean that future Council has to do those recommendations; even it is not in the Plan they still can do it. Mayor Pro-Tem Villa expressed he wanted to make sure the audience understood this.

Council Member Brundrett said his concern was the word "shall."

Mr. Morton stated staff had conducted a word search for "shall" throughout the document and it would be struck; again, it is a recommendation, but we can certainly strike those words.

Council Member Hattman stated when she is talking to citizens there is a desperate need for workforce housing and this document gives the City options which we desperately need and we need to think outside the box.

Council Member Jackson said the general issue, as she sees it is people think these things seem to mean we will be turning Rockport into Port Aransas. Council Member Jackson expressed Council can make any changes and what this Council decides does not bind the future Council.

Mr. Donoho said one of the emails received about the Plan related to the City's water supply as the City grows and purchasing it from Corpus Christi. Mr. Donoho explained the City does not purchase its water from Corpus Christi and the City is constantly aware of ensuring water supply for the future.

Regular Agenda

5. 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 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.

Nancy Bolting, 201 Spanish Woods, addressed the Council and voiced concern about City Council using personal electronic devices during Council meetings. Ms. Bolting stated City Council members are here to conduct City business.

Kristie Rutledge, 1411 Dana Drive, addressed the Council and began to voice opposition to the Comprehensive Plan.

Mayor Rios stated this portion of the Agenda was "Citizens to be heard" for any subject matter that is not on the Agenda and Ms. Rutledge could address the Council when Agenda Item 10 will be addressed.

Mayor Rios stated Pat Rousseau had signed up to speak during "Citizens to be heard" but she wanted to speak about the Comprehensive Plan so he asked her to speak when Agenda Item 10 will be addressed.

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.

6. Deliberate and act on approval of Strategic Planning Workshop Minutes of March 8, 2022, and Regular Meeting Minutes of March 8, 2022.

7. Deliberate and act on report from Aransas County Council on Aging for marketing expenditures made for 2022 Bountiful Bowl Pottery Fair/Rockport Clay Expo.

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

MOTION: Council Member Brundrett moved to approve the Consent Agenda Items, as presented. Council Member Jackson seconded the motion. Motion carried unanimously.

Public Hearings

With a quorum of the members present, the meeting of the Rockport Planning & Zoning Commission was called to order at 7:15 p.m., on Tuesday, March 22, 2022, in the Training

Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

Mayor Rios opened the Joint Public Hearings at 7:15 p.m.

- 8. Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider the request to rezone property located at 520 West Market Street; also known as Smith and Wood Division, Block 73, Lot 8-R, City of Rockport, Aransas County, Texas, to B-1 (General Business District) to develop office and warehouse space; currently zoned R-1 (1st Single Family Dwelling District).**

Travis Kelley, 2124 St. Charles, Portland, addressed the Council. Mr. Kelley said he owns the property, and he intends to develop a small office space and to relocate his office to this property.

Mayor Rios stated the Planning & Zoning Commission will consider this item at their meeting on Monday, April 4, 2022, at 5:30 p.m.

- 9. Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider the request to rezone property located at 1702 Eighteenth Street; also known as Lot 103, Block 250, Foor & Swickheimer Subdivision; being 9.99 acres, City of Rockport, Aransas County, Texas, to R-5 (2nd Multi-Family Dwelling District) to develop 6-8 residential houses for long term rental; currently zoned R-1 (1st Single Family Dwelling District).**

Property owner Robby Varner, 1702 Eighteenth Street, addressed the Council. Mr. Varner said he is planning to build 6-8 long-term single-family homes on the property.

Mayor Rios stated the Planning & Zoning Commission will consider this item at their meeting on Monday, April 4, 2022, at 5:30 p.m.

Mayor Rios closed the Joint Public Hearings at 7:19 p.m.

At 7:19 p.m., the Rockport Planning & Zoning Commission adjourned.

Regular Agenda

- 10. *Postponed: February 22, 2022* -Deliberate and act on second & 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.**

Mayor Rios said forms had been submitted to speak or have their comments read on this item and he will take them in the order received as follows:

- 1) Judy Sanders, 705 Raven Drive – opposed (Mayor Rios read comments).
- 2) Jennifer Shaw, 904 Dunes Street - opposed (Mayor Rios read comments).

- 3) Mark Hagen, 604 Silverado Street – opposed.
- 4) Arthur Perez, 126 Norwood Oaks Drive – opposed (Council Member Jackson read comments).
- 5) Chris Walsh, 1908 Johnson Avenue - opposed (Requested to speak but did not attend meeting)
- 6) Candace Sargent, 214 Portia Avenue – opposed (Mayor Pro-Tem Villa read comments).
- 7) Fran & JP Greve, 1304 South Church Street – opposed (Council Member Jackson read comments).
- 8) Karen McGehee, 607 Henderson Street – opposed (Council Member Hattman read comments).
- 9) Michael Whitney, 321 Champions Drive – opposed (Council Member Jackson read comments).
- 10) Curtis McGehee, 607 Henderson Street - opposed (Mayor Pro-Tem Villa read comments).
- 11) Irene Dubicka, 1108 South Austin Street – opposed (Mayor read comments).

Point of Clarification: *Mayor Rios said Ms. Dubicka was correct that the State of Texas does not require a City to have a Comprehensive Plan, however, the City of Rockport Charter does require one.*

- 12) Madeleine Legner, 105 Oakmont Drive - opposed (Council Member Brundrett read comments).
- 13) Noreen Settembre, 110 Bay Court – opposed (Council Member Hattman read comments).
- 14) Andrew Kane, 2106 Lakeview Drive – opposed, addressed Council.
- 15) Ron Rorex & Skip Carrier – opposed (Council Member Jackson read comments).
- 16) Matt Hesley, 2003 Tule Park Drive – in support (Mayor Pro-Tem Villa read comments).
- 17) John Berlet, 1315 South Church Street -in support (Council Member Cunningham read comments).
- 18) Carolyn Matthews, 1368 35 Bypass #12 – in support (Council Member Hattman read comments).
- 19) H. Kerry Garner, San Antonio & own 6 Clam Drive in Rockport – in support (Council Member Jackson read comments).
- 20) Mark Eshelman, 49 Flamingo Road – in support (Mayor Pro-Tem Villa read comments).
- 21) Richard Smith, 131 Pecan Harbor Street – in support (Council Member Cunningham read comments).
- 22) Kim Hesley, 2003 Tule Park Drive – in support, addressed Council.
- 23) Michael Meek, New Braunfels – in support (Council Member Jackson read comments).
- 24) Warren Hassinger, 2517 Turkey Neck Circle – in support (Mayor Pro-Tem Villa read comments).
- 25) Nancy Bolting, 201 Spanish Woods Drive – in support, addressed Council.
- 26) John Jackson, 312 Olympic Drive – in support (Council Member Hattman read comments).
- 27) Jonathon Heffron, 210 Champions Drive – in support (Council Member Hattman

read comments).

- 28) Karen Mella – in support (Council Member Jackson read comments).
- 29) Shana Brader, 703 South Verne Street – in support (Mayor Pro-Tem Villa read comments).
- 30) Liz Murray, 13 Kingfisher Lane – in support (Council Member Brundrett read comments).
- 31) Donna Townsend, 439 Augusta Drive – in support (Council Member Hattman read comments).
- 32) Pat Rousseau, 187 Heron Oaks – opposed, addressed Council.
- 33) Marcella Wright, 418 Cherry Hills – in support (Council Member Jackson read comments).
- 34) Chad Lee, 115 N. Sierra Woods – in support (Mayor Pro-Tem Villa read comments).
- 35) Linda Holzman, 338 Spanishwoods Drive – in support (Council Member Brundrett read comments).
- 36) George Riekers, 802 East Market Street – opposed, addressed Council.
- 37) Kristie Rutledge, 1411 Dana Drive – opposed, addressed Council.
- 38) Christy Hutt, 2201 Prairie Road – opposed, addressed Council.
- 39) Jeff Hutt, 2201 Prairie Road – opposed, addressed Council.

Point of Information: Mayor Rios stated the Charter was voted upon by citizens.

- 40) Jatin Bhakta, 2450 Business Highway 35 – in support, addressed Council.
- 41) Brett Bolting, 201 Spanishwoods Drive – in support (Mayor Rios read comments).

Comments in opposition to adopting an amended Comprehensive Plan included: reducing zoning regulations for single family homes; what is enacted in the words of a Comprehensive Plan must be adopted through zoning regulations; Plan is not for Rockport; shelve Plan until after the next Mayoral election; do not decrease lot sizing or minimum home square footage sizing, do not increase heights of apartment buildings; no tax incentives or abatements for opportunity zones; keep Rockport small and respect individual homeowners properties; do not support the rezoning and reduction of lot sizes; adopting the plan opens us up to future lawsuits by developers; the future recommended land use map is basically a massive rezoning of private property that developers will state follows the Plan when they come to develop; Put on May ballot, let us vote on it; remind you that when you hear this is just a plan that statement is factually incorrect – our charter and the plan itself state that ordinances and zoning must be changed to follow the comprehensive plan; people not familiar with our community developed this plan – scrape this plan and begin again with diverse groups from this community; have 25 people from South Rockport here tonight that want you to vote “no”; 102 high school students were used in a study from college students as a basis for creating inclusionary zoning; add Plan to May ballot – will not cost any additional money; if you don’t put on ballot in May there is enough opposition to bet it on the ballot; and the type of workforce housing the plan talks about is 51% low-income housing where the developer owns the land and the government pays for it.

Comments in support adopting an amended Comprehensive Plan included: a strategic plan such as this Plan merely serves as a flexible set of guideposts – this documents poses no direct constraint or ordinance, nor does it establish any future binding actions on the part of the City of Rockport or any other governing entity; the Plan has been adequately discussed and

explained to the community multiple times; we need this Plan to be implemented now to provide concurrency for the long-term success of our City; enough time has been wasted trying to appease the few that only want to sow discord in our community; the Plan is a roadmap for the future of our City and can be amended in the future; I have faith that when development projects come before the Planning & Zoning Commission and the Council that you will make decisions in our best interest; there were some area of concern in the Plan but they have been addressed by amendments, removal and correction; as a member of the Planning & Zoning Commission the future land use map is one of several criteria used in our decision making – we really need this updated future land use map to make fully informed decisions that affect the future of Rockport; incorrect information has been distributed by various means in recent days – Council is not obligated to zoning other than what is already in their current zoning ordinance and the Plan does not change any current zoning ordinances of the City; there is no adopting of inclusionary zoning and there is no “density by right” in the Plan – comprehensive plans do not impose such rights; the examples and possible strategies included in the Plan do not mandate that any City Council utilize these strategies; find it odd that not one of the vocal opponents has ever volunteered to serve on a board or commission, but rather have chosen to become “keyboard warriors” by spreading half-truths, rumors, and outright lies and inaccuracies, many times making personal attacks to each of you as Mayor and Council Members; the Plan can be reviewed and modified as circumstances and the passage of time may necessitate; apologize to Council for not harassing you outside of these Council Chambers; social media posts are all false and there is so much incorrect information; I was one of the post Harvey Planning Committee members and was among the approximately 200 citizens who participated in this process; we’ve been kicking this can down the road long enough, it’s time to adopt this plan and move on; this Plan does not deny citizens’ rights to protest future rezoning requests; limiting the size of homes to 500 square feet is very limiting and in my opinion unreasonable – my full time residence is 448 square feet and is a gem; many experts as well as local citizens have been involved in the planning stages over the past few years and we are blessed that our elected officials sought this invaluable help and that it was at no cost due to assistance after Hurricane Harvey; there will always be detractors to change and growth, as there are now, but without input and discussion, there is no progress; and urge you to approve this Comprehensive Plan.

Mayor Rios asked if Council had any comments.

Council Member Jackson stated her Ward has been very loud and very vehement.

Council Member Hattman stated she keeps hearing reference to Local Government Code Section 211.004 Compliance with Comprehensive Plan. Council Member Hattman read the following: “Zoning regulations must be adopted in accordance with a comprehensive plan and must be designed to:” Council Member Hattman expressed we’re forgetting the latter part of this and she read the following: “lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation...” Council Member Hattman asked City Attorney Dan Santee to clarify that so we can have the clarification out there.

City Attorney Dan Santee stated the following: You are correct, the other seven items that

zoning regulations must be designed to do are pretty critical here. It's the reason why, despite the adoption of a Comprehensive Plan, requests that don't fit the zoning that is in place have to come through the process, because regardless of what the Comprehensive Plan recommends, if that individual request does not meet those objectives, there's never an obligation for the Planning and Zoning Commission to recommend approval and there's no requirement that the City Council adopt. I've been doing land use law for over 20 years, I deal with Comprehensive Plans all over the place and I could give you example after example of situations where when a Comprehensive Plan was adopted it recommended a particular use in a particular area and by the time an application actually came forward to accomplish that times had changed, development had changed in the area and Council did not want to adopt that and they didn't adopt that when those scenarios happen. Ideally because it's a living document, that portion, whatever that corridor is, wherever that location is, needs to be reviewed for amendment of the Comprehensive Plan because the situation on the ground has changed. By the same token, I have seen situations where there was no particular use in place because it was open space and the Plan had to be amended before any kind of zoning could be recommended there because it was just in the Plan reflected as it should be open space. So before anything could happen these amendments have to take place. It is not accurate saying once this is adopted, you must adopt regulations. That is not what that says, that is not how that is interpreted, that is not how any case law that you'll ever find dealing with comprehensive plans and zoning plays out. There has been some mischaracterization about a very recent case that came out of 13th Court of Appeals that happened in Austin. That case is dealing with the City of Austin doing something that we never recommend cities do and that was they tried to accomplish a massive rezone without individual notification. Had nothing to do with the comprehensive plan. This was zoning. Their comprehensive plan is in place already. What zoning requires when it's an actual zoning case, as you know, and as our Planning & Zoning Commission knows, individual notification within 200 feet radius of wherever that request is. That case that was distributed around Rockport, is talking about when you try to rezone a larger area, not an individual piece and bypass all that individual notification. The 13th Court of Appeals correctly ruled. That is not the intent of the Statute. None of that case had anything to do with comprehensive plan. A comprehensive plan is not zoning, and that is not applicable. That situation is not the scenario here. That would only come into play down the road when actual zoning cases are done. You heard Mike and Staff talk about that. There are still processes to be followed."

City Attorney Dan Santee stated there was another thing he would like to touch on and stated the following: "This idea that taking things out of comprehensive plan. Absolutely, Council has the discretion to remove some things from the comprehensive plan. Those things that are mentioned; nothing prevents a developer from coming in today with those same ideas and those same desires and those same questions, and if the property that they own is zoned appropriately they can proceed. They don't need anyone's permission if it's zoned accordingly. If it's not, then they have to go through the process. Whether it's mentioned in the comprehensive plan or not is when we talk about types of housing. If I'm a developer and building an apartment complex I can certainly set aside, on my own decision, as many units as I want for whatever income level I want, whether it's in your plan or not and I don't need your permission to do that. So, when we talk about this controls all those things, I think that's giving too much credit to the comprehensive plan because it absolutely doesn't. When we talk about tax abatements, enterprise zones, you can adopt these anytime you want to, whether that is in your comprehensive plan or not. It's only listed in the plan because it's a tool often seen in

development. It's available through the Tax Code whether it's in your comprehensive plan or not. If I'm a developer and I request a TIRZ (Tax Increment Reinvestment Zone) you'll be able to tell me yes or no, either way. I don't want people to misunderstand what this does or does not do."

Council Member Hattman stated she wanted to point out that written on our Future Land Use Map it states: "A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries". Council Member Hattman expressed that gives us more of a steady hand and we are not changing zoning. Council Member Hattman added that she wanted to clear up about the RVs: "I don't want to tell anyone where to live. I want to give people options. Our community needs options. We have middle class, we have workers, we have people who are not being able to live in their homes, yes from the hurricane, they need options and we're not giving it to them. RVs, duplexes, apartments, small homes, whatever we can. Why would we not want to give them options to live and take care of their families and their loved ones. I want to make sure that is clarified, that's where I'm coming from." Council Member Hattman declared this Plan opens us up for these options and we don't have to do anything; we still have to get everything approved through every channel, just options.

MOTION: Council Member Brundrett moved to approve the second & 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 and strike Pages 63 and 64 of the Comprehensive Plan and do a word search and remove the words "shall, should, will" in Chapter 9 and replace with "may". Mayor Pro-Tem Villa seconded the motion.

Mayor Pro-Tem Villa stated this does not have to return to the Planning & Zoning Commission.

AMENDED MOTION: Council Member Jackson moved to AMEND the MOTION to strike Chapter 9 of the Comprehensive Plan and review at a later date. Council Member Brundrett seconded the motion.

Mayor Rios called roll for the vote on the AMENDED MOTION:

FOR MOTION: Council Member Jackson, Council Member Brundrett.

AGAINST MOTION: Mayor Pro-Tem Villa, Council Member Hattman and Mayor Rios.

Motion failed: 2:3.

Mayor Rios called roll for the vote on the MAIN MOTION:

FOR MOTION: Mayor Pro-Tem Villa, Council Member Brundrett, Council Member Hattman and Mayor Rios.

AGAINST MOTION: Council Member Jackson.

Motion carried: 4:1.

11. 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 said it was a great weekend in Rockport; Market Days, Crawfish Boil and the beach was crowded.

Council Member Brundrett stated it was a busy weekend and he thanked the Navigation District for allowing the Market Days and Crawfish Boil to happen. Council Member Brundrett reminded everyone the Rockport-Fulton Little League opening is this weekend on Saturday starting at 9:00 a.m.

Council Member Hattman said she attended the Rockport Country Club annual meeting at which Chief of Police Greg Stevens addressed the attendees and it was a good meeting. Council Member Hattman thanked everyone for speaking at the Council Meeting and she appreciates your voice.

Mayor Rios echoed Council Member Hattman's thanks for citizens being part of the process.

12. Adjournment.

At 8:36 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 COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 6

Deliberate and act on 2nd quarter report from the Rockport-Fulton Chamber of Commerce for Fiscal Year 2021-2022 marketing expenditures.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: The Rockport-Fulton Chamber of Commerce has been allocated \$360,000.00 in Fiscal Year 2021-2022 Hotel Occupancy Tax (HOT) funds. According to our agreement with the Chamber, HOT funds are paid in advance and a report of the previous quarter's expenditures is required. See the accompanying 2nd quarter HOT expenditure report for additional information.

FISCAL ANALYSIS: Charged to account 6602001. Year to date expenses are \$180,106.41 out of \$360,000.00 budgeted.

STAFF RECOMMENDATION: Staff recommends approval of the Rockport-Fulton Chamber of Commerce Fiscal Year 2021-2022 Hotel Occupancy Tax funds 2nd quarter expenditures and authorization to disburse 3rd Quarter funds in the amount of \$90,000.00, as presented.

Rockport-Fulton Area Chamber of Commerce, Inc.
 Rockport Hotel Tax Account
 October 1, 2021 through
 September 30, 2022

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT 2021-2022						
Description of Expense	Approved Budget	1st Quarter Expenses	2nd Quarter Expenses	3rd Quarter Expenses	4th Quarter Expenses	Total
Accounting Fees	1,150.00	-	2,250.00	-	-	2,250.00
Advertising and promotion	273,299.76	32,824.00	108,512.54	-	-	141,336.54
Bank & Card Fees	324.00	95.22	95.67	-	-	190.89
Conference Fees	3,275.00	700.00	2,070.00	-	-	2,770.00
Contract Services	3,333.24	-	-	-	-	-
Event funding assistance	-	-	-	-	-	-
Dues and Subscriptions	1,875.00	720.00	419.00	-	-	1,139.00
Equipment Lease & Maintenance	-	-	-	-	-	-
Food, beverages and meals	3,165.00	280.11	813.79	-	-	1,093.90
Maintenance and repairs	-	-	-	-	-	-
Mileage and travel	3,253.00	597.96	2,155.19	-	-	2,753.15
Postage and freight	1,365.00	-	25.04	-	-	25.04
Printing and publication	5,735.00	900.00	-	-	-	900.00
Prizes, gifts and awards	400.00	-	-	-	-	-
Rentals and fees	500.00	-	-	-	-	-
Supplies	225.00	47.89	-	-	-	47.89
Tax and License	-	-	-	-	-	-
Telephone	900.00	-	-	-	-	-
Telephone Internet Service	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Web site maintenance	6,000.00	-	-	-	-	-
Administrative services reimbursement	55,200.00	13,800.00	13,800.00	-	-	27,600.00
Inter Fund Support	-	-	-	-	-	-
TOTAL REQUESTED						
	360,000.00	49,965.18	130,141.23	-	-	180,106.41

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Administrative services reimbursement	55,200.00	27,600.00	50.00%
Totals	55,200.00	27,600.00	50.00%



**Quarterly Report on the Use of HOT Funds
1st Quarter - January thru March 2022**

Best Coastal Small Town

The top 10 winners in the category Best Coastal Small Town are as follows:

- Bucksport - Maine.
- Georgetown - South Carolina.
- **Rockport - Texas.**
- Southport - North Carolina.
- Ocean Springs - Mississippi.
- Bay Saint Louis - Mississippi.
- Nags Head - North Carolina.
- Del Mar - California.



Allowed us to use in all media including outdoor boards.



Highlights of January, February and March

- **Winter Texan Appreciation Day** – Estimated attendance at 1,200 people, 30 inside vendors, 10 outside vendors.
- **Ad Placement** - Digital runs are working well. Billboard locations are in place.
- **GeoTour** - Now up to 654 favorites, up to 2 or 3 tours a week. Each coming in and staying overnight as it is impossible to finish the tour in one day.
- **Marketing and Promotion** - Press releases, working with media to present happenings, and updates on the website.
- **Local meetings** - Local Attractions, Aransas Pathways, GeoTour, Venue Committee
- **Marketing Workshop** - Reviewed analytics, media performance and budgets.



Billboards - 8 locations – 1 in SA, 1 in Austin, 1 in CC, 2 in Houston, 1 in Victoria, 1 in Waco, and 1 in Dallas

Print publications – Tex Monthly, Tex Highways, Tex Parks and Wildlife Deadlines are soon here as well.

Digital Media - Geofencing targeted areas. All receiving good solid responses.

Find Yourself on the Rockport-Fulton Foodie Trail

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- Valid through April 30, 2022
- Mobile exclusive
- Instantly delivered via text and email
- No apps to download - 100% FREE
- Experience the best food Rockport-Fulton has to offer
- Win prizes along the way!

TV Commercial: https://youtu.be/_8oqG6ZCPic

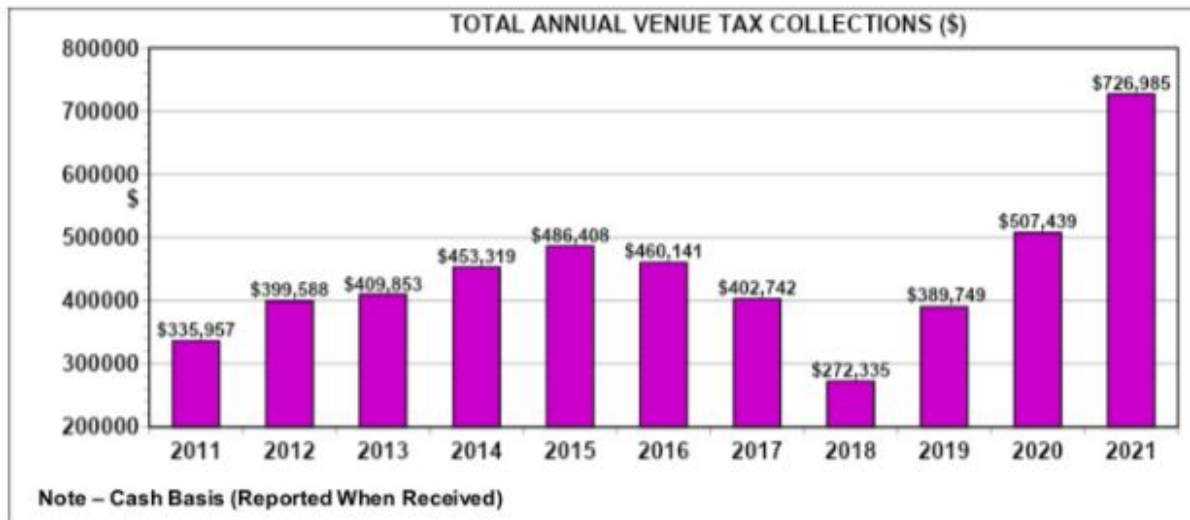
Digital Ads: <https://www.facebook.com/VisitRockportFulton>



ARANSAS COUNTY

ANNUAL VENUE TAX COLLECTIONS (\$)

- Calendar year 2021 broke all Venue Tax Collections nearly reaching \$727,000 in revenue. This is a 43% increase from 2020.
- Calendar year 2018 was the low point for Venue Tax Collections, and since then (through 2021), the collections are up almost three times the 2018 level.

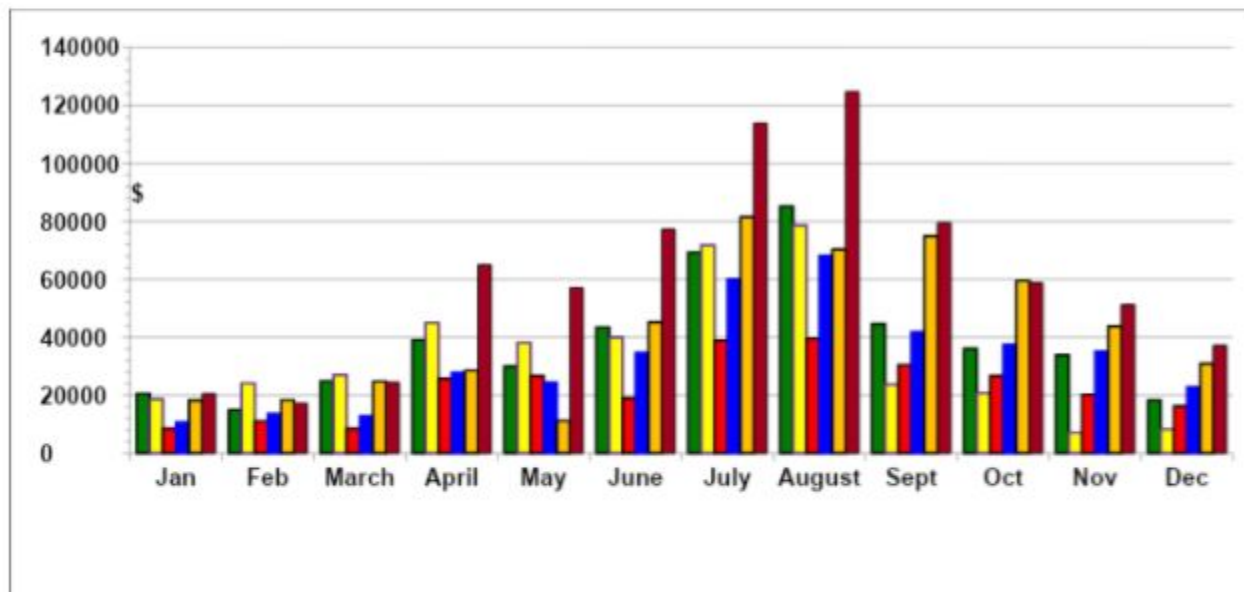


SOURCE: Aransas County Treasurer Data

ARANSAS COUNTY VENUE TAX COLLECTIONS (\$) BY MONTH FROM 2016 FORWARD

30

- The data for 2021 reflects the highest ever venue tax collections for those months since tracking began – in particular, June and July 2021.

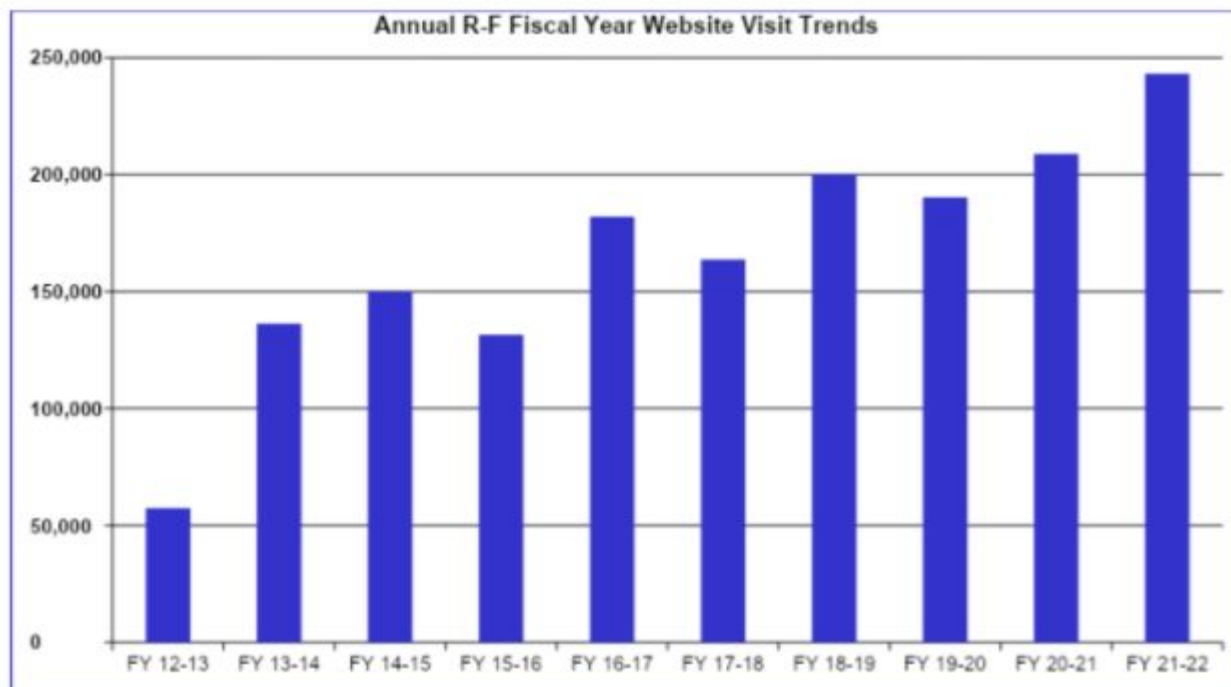


SOURCE: Aransas County Treasurer

FY ANNUAL TRENDS

ROCKPORT – FULTON WEBSITE PAGE VISITS

The graph below tracks annual visits to the Rockport – Fulton website. Website growth has continued an upward trajectory. FY 2022 page visits was up to 243,000, a 17% increase from the previous year.



Evaluation Metrics - Venue Tax

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			Harvey			COVID	Freeze/Flood	
Venue Tax	2015	2016	2017	2018	2019	2020	2021	2022
Jan	19,291.73	20,517.67	18,584.84	9,395.80	10,710.93	18,226.59	20,530.64	29,730.03
Feb	17,056.41	14,862.15	24,111.58	10,989.07	13,688.02	18,303.80	17,201.09	21,590.45
Mar	18,700.25	24,882.69	27,014.94	8,451.52	12,868.93	24,719.74	24,449.32	
Apr	34,822.25	39,051.27	45,019.00	25,783.43	27,787.11	28,441.38	64,972.23	
May	34,601.22	29,974.18	38,150.41	26,644.19	24,441.83	11,144.83	57,099.84	
Jun	39,416.11	43,457.29	39,913.39	19,039.65	34,679.91	45,371.58	77,307.65	
Jul	71,101.27	69,323.92	71,707.64	38,911.54	60,122.74	81,591.75	113,895.00	
Aug	84,116.81	85,220.95	78,603.01	39,534.97	68,230.56	70,289.34	124,772.65	
Sep	60,881.23	44,607.36	23,628.37	30,495.66	41,781.19	74,972.18	79,486.08	
Oct	43,508.17	36,064.77	20,693.21	26,648.66	37,427.96	59,465.74	58,742.23	
Nov	27,465.03	33,854.16	7,101.65	20,180.66	35,157.38	43,802.50	51,263.18	
Dec	35,447.43	18,324.24	8,213.95	16,259.99	22,852.30	30,883.40	37,265.56	
Total	486,407.91	460,140.65	402,741.99	272,335.14	389,748.86	507,212.83	726,985.47	51,320.48
						219,772.64		
						43.32%up		
* Cash basis accounting								
* Enforcement (rentals) added January 2018								
* Pent Up Demand began March 2020 due to COVID								

FIND YOURSELF IN



Visitor Sign-In Log at Rockport-Fulton Visitor Center	Jan-19	Feb-19	Mar-19
Visitor Data Distribution			
Outside of 70 Miles*	94.97%	96.06%	
Local**	5.03%	3.94%	
Total	100.00%	100.00%	0.00%
Highlights of Tourism > 70+ miles and major metropolitan areas in TX			
Austin	2.40%	2.95%	
Dallas / Ft. Worth	0.24%	2.55%	
Houston	3.12%	2.36%	
San Antonio	1.92%	4.32%	
Total major metro areas (AUS, DFW, HOU, SAT)	7.68%	12.18%	
Tourism from outside of Texas	79.14%	77.00%	
Rural tourism beyond 70 miles	8.15%	6.88%	
Total tourism from beyond 70 miles	94.97%	96.06%	0.00%
** Local Visitors < 70 miles			
Rockport and Fulton	2.39%	1.38%	
Corpus Christi	1.92%	0.79%	
Victoria	0.00%	0.00%	
Rural Areas	0.72%	1.77%	
Total	5.03%	3.94%	0.00%
Notes regarding Foreign Visitors:			
In 2022, we had visitors from: Canada, Germany, Philippines.			

96.06% visitors from outside 70 miles

77% of visitors from outside Texas

Most visitors from San Antonio at 4.32% then Austin, Dallas/FW followed by Houston.



EDA grant was³⁴ available for destinations to apply for.

Matched with co-op advertising with the state of Texas.

We received several promotions. Will be working with the state to supply materials.

Received offerings at no cost.



April-May-August Upcoming...

35

- **State Promotion** – Destination Marketing along advertising for the state.
- **Ad Placement** - Digital runs are working well. TX Monthly, Highways, TPWD: Billboard locations are in place.
- **RF Foodie Tour** - TV and Digital Ads.
- **Marketing and Promotion** - Press releases, working with media on happenings, and updates on the website.
- **Local meetings** - Local Attractions, Aransas Pathways, GeoTour, Venue Committee
- **Marketing Workshop** - Developing the Marketing Plan for approval May 19 meeting
- **New Brochure** - Developing all new collateral for fresh promotion.



Print Creative



FIND YOURSELF IN



Digital Creative

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FIND YOURSELF IN
ROCKPORT
FULTON

Outdoor

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FIND YOURSELF IN
ROCKPORT
FULTON

Print Creative

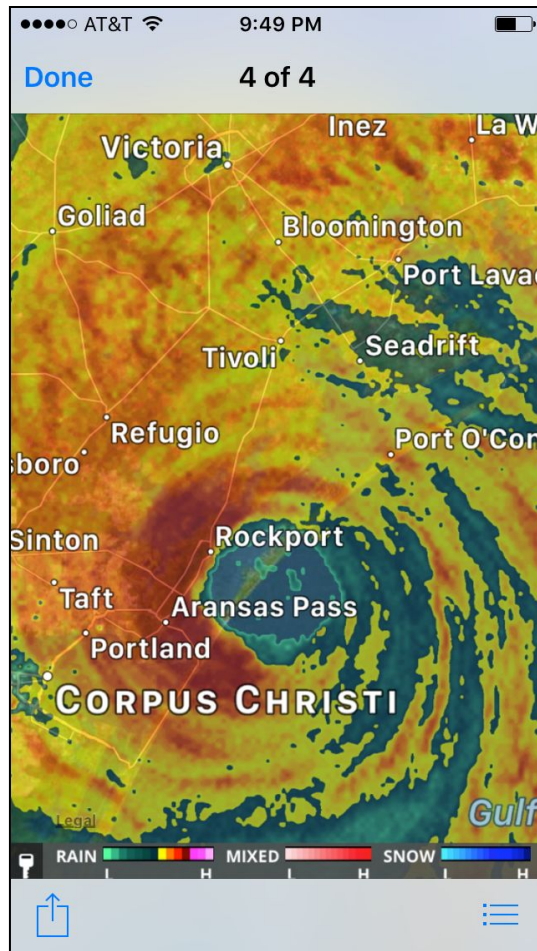


FIND YOURSELF IN
ROCKPORT FULTON

Our Journey Exhibit....

-featuring 8
Panels for the
5-year
anniversary.

Hurricane
Exhibits
throughout the
community



- A story of
strength, courage
and resilience

**Winds of
Change.....Hurri
cane Harvey had
its “Eye” On
Rockport-Fulton**

Thank you!

Sandy Jumper, CTE, TDM

VP of Marketing & Promotion

Rockport-Fulton Chamber of Commerce

319 Broadway

Rockport, TX 78382

Diane Probst, CCE

President/CEO

Rockport-Fulton Chamber of Commerce

319 Broadway

Rockport, TX 78382

FIND YOURSELF IN



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 7

Deliberate and act to confirm Mayoral appointment to Planning & Zoning Commission.

SUBMITTED BY: Mayor Patrick Rios

APPROVED FOR AGENDA: RNM

BACKGROUND: The Planning & Zoning Commission has one vacancy. The blue type in the table below depicts Mayoral appointment.

Planning & Zoning Commission				
PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS
1	Ric Young	June 2022	4	
2	Warren Hassinger	June 2023	3	
3	Kim Hesley	June 2024	4	
4	Thomas Blazek	June 2023	3	
5	Ruth Davis	June 2022	1	
6	Eric Soness	June 2023	4	
7	W. Kent Howard	June 2024	3	

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends Council confirm the Mayor's appointment to the Planning & Zoning Commission, as presented.

CITY OF ROCKPORT
2751 State Highway 35 Bypass
Rockport, TX 78382
361-729-2213

**APPLICATION FOR
BOARD OR COMMISSION APPOINTMENT**

Check area of Interest:

- | | |
|---|--|
| ☐ Keep Rockport Beautiful Advisory Board (suspended) | ☐ Park and Leisure Services |
| ☒ Planning and Zoning Commission | Advisory Board |
| ☐ Tree & Landscaping Committee | ☐ YMCA Development |
| ☐ Rockport Heritage District Board (suspended) | Committee |
| ☐ Zoning Board of Adjustment/Building Standards Commission | |

Name: ERIC SONESS Age (Optional): _____

Home Address: _____ Ward No: 4

Home Phone: _____ Work Phone: _____

Business Address: _____

E-mail Address: _____

Resident of City for 2 years Voter Registration No. 1091884548

Occupation: RETIRED

Education: ASU - 1982 University of Houston - Bauer College of Business

Special Knowledge or Experience Applicable to City Board or Commission Function: (attach additional information if needed) 2012 please see attachment

- | | |
|--|---|
| ☐ Banking/Finance | ☒ Business Development |
| ☐ Building/Construction | ☒ Promotion/Marketing |
| ☐ Real Estate/Development | ☐ Manufacturing/Industrial Operations |
| ☐ Industrial Training | ☒ Law/Contract Administration |

Other Information (civic activities, etc.) please see attachment

I have attended one or more meetings of the board or commission for which I have applied:

☐ Yes ☒ No

Date: 1/31/22 Signature: Eric Sone

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email to: citysec@cityofrockport.com

Hi, my name is Eric Soness. My wife Joyce and our golden retriever Jack and 1 year old puppy Stella have been living here in the Rockport CC for 2 years. We absolutely love it!

Currently I sit on the Rockport County Club HOA and been in the role of the Compliance Officer and VP for 22 months with the HOA Board which will allow me to be involved in our community as well as meeting other homeowners and servicing their concerns.

I am very involved in the Non-profit world and work 2 days a week at the local food pantry (Good Samaritans), VP of The Rockport Little Theatre in the downtown district area promoting the ARTS, as well as mentor a 5th grader at the middle school. I am also an active member and volunteer with The Chamber of Commerce.

I also am currently in Aransas County Leadership program (class 25) and our 4H project has been selected by the steering committee and chamber for this year's project.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 8

Deliberate and act on Resolution authorizing certain City employees to apply for regular exempt license plates for law enforcement vehicles and authorizing certain vehicles be exempt from inscription requirement.

SUBMITTED BY: Katie Griffin, Director of Finance

APPROVED FOR AGENDA: RNM

BACKGROUND: In order to register exempt vehicles that need regular license plates, the Texas Department of Motor Vehicles requires an Application for General Issue License Plates for Exempt Vehicles (attached) and an original or certified copy of a City Council Resolution designating the name or position of the person designated to apply for those plates.

This Resolution designates the Director of Finance and Fleet manager as authorized representatives for the City of Rockport to apply for regular exempt license plates for law enforcement vehicle.

FISCAL ANALYSIS: N/A

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

RESOLUTION NO. 2022 - __

A RESOLUTION OF THE CITY OF ROCKPORT AUTHORIZING CERTAIN CITY EMPLOYEES TO APPLY FOR REGULAR EXEMPT LICENSE PLATES FOR LAW ENFORCEMENT VEHICLES; AUTHORIZING CERTAIN VEHICLES BE EXEMPT FROM INSCRIPTION REQUIREMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 721.005 of the Texas Transportation Code provides for the exemption from inscription of certain vehicles when used for the purpose of performing official duties; and

WHEREAS, Section 502.201(g)(1) of the Texas Transportation Code provides for the issuance of regularly designed license plates not bearing the word “exempt” for a vehicle that is dedicated to law enforcement activities.

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

Section 1. The City Council hereby requests that the Texas Department of Transportation issue regular license plates to the City of Rockport Police Department for its unmarked administration and criminal investigation vehicles under proper application.

Section 2. The Director of Finance and Fleet Manager shall be the City’s authorized representatives in this matter and shall execute proper and necessary documents pertaining to this purpose.

Section 3. The City Council hereby affirms that the vehicles registered with regular exempt plates will be operated by the Rockport Police Department in the performance of its official duties.

Section 4. This resolution shall become effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Rockport, Texas on the 12th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 9

Deliberate and act on approval of a license and services agreement with Tyler Technologies for SAAS Services associated with Incode Financial Software and authorizing the City Manager to negotiate and execute all necessary documents.

SUBMITTED BY: Director of Finance Katie Griffin

APPROVED FOR AGENDA: RNM

BACKGROUND: The City currently uses Tyler Technology's Incode Financial software for the purpose of financial reporting, budgeting, cash collections, utility billing, accounts payable, accounts receivable, purchasing, payroll, municipal court, and permitting. The current Incode system is stored on an outdated City server monitored by City staff with a third-party vendor providing off site residual data storage and back up. Rockport has been using this financial software since the late 1980s and continues to be more that satisfied with the product and its capabilities.

The City's current configuration of Incode requires administration of Incode by Finance staff and administration of the hosting server by IT staff. The current server is over six years old and past due for replacement. Replacement will cost approximately \$15,000. The annual cost for additional offsite residual data storage is approximately \$500. Current software licenses for Incode are approximately \$53,000 annually.

During the Covid-19 pandemic of 2020, the Finance and Utility Billing staff were limited on their ability to work remotely due to the inability to fully access Incode remotely using the City's existing technology. Connectivity at the Laurel Street facility is often unreliable resulting in delayed information transmission between Laurel Street and the Rockport Service Center. As a solution to remote access, not only for Finance and Utility Billing, but for the City as a whole, we began exploring the option of "Cloud Computing" with Tyler Technology for Incode. Migrating Incode to Tyler's Cloud provides the secure individual access to Incode for all City departments, including Police and Aquatics which are not currently able to access Incode due to their remote site locations.

Cloud computing is the use of hardware and software resources that are delivered as a service over a network. Upon completion of the cloud-based system as a service (SaaS) migration, the City's Incode Financial, Court, and Utility Billing, and Building software applications will be hosted by Tyler and Tyler will be responsible for deploying, configuring, maintaining, and updating the software applications and related data. Processes which are currently the responsibility of Finance Staff.

The benefits of the Tyler cloud-based SaaS include secure connectivity, increased remote access capability, controlled user access, certified and compliant data center, the City maintains ownership of data, disaster recovery, redundant infrastructure with two data centers (Dallas, TX

and Yarmouth, ME), and the responsibility of backups and software restoration of data is the responsibility of Tyler. Tyler's employees maintain, support, and administer Incode applications at the Tyler remote data centers, performing all server and software and hardware maintenance and updates. City IT Staff currently is responsible for all backups and hardware maintenance and any configurations with the City network. The cost for Finance and IT staff to perform these services, including third-party redundancy backups, software and hardware materials and associated expenditures is approximately \$25,000 annually.

Attached is the Software as a Service (SaaS) Agreement, Exhibit A – Investment Summary, Exhibit B – Invoicing and Payment Policy, and Exhibit C Schedule 1 Support Call process for review.

FISCAL ANALYSIS: The annual fee for the City's existing Incode modules to transfer to the Tyler Cloud is \$70,733 annually. There are no one-time costs for the migration. Currently, the City pays an annual license fee of \$52,784 for these same Incode modules licenses along with an additional \$25,000 annually for the City to host and support Incode. With the SaaS migration, the annual cost to operate and support Incode will decrease by approximately \$7,000 annually with the existing modules. The SaaS software was approved as a new initiative in the FY2022-2023 Budget in line item 6068001.

RECOMMENDATION: Staff recommends approval of the software as a service (SaaS) agreement with Tyler Technologies for their Incode Financial Management Suite, Personnel Management Suite, Customer Relationship Management Suite, and Incode Court Suite; and authorizing the City Manager to negotiate and execute all necessary documents, as presented.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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 Software as a Service 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 the City of Rockport, Texas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“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.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“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 by which both your and our authorized representatives have signed 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 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“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 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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“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 – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional 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. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, 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.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. 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).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 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;
- 9.4 make available to you all 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
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install 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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 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; or (c) replace it with a functional equivalent. 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 PCI-DSS requirements or 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 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
 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) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. 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 G(1) AND G(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 H – 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 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. 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.
20. 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.
21. 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.
22. 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.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
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 | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS

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, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Rockport
PO Box 1059
Rockport, TX 78381
Attention: Katie Griffin



Exhibit A

Investment Summary

The following Investment Summary details the software 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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Quoted By: Lori Dudley
 Quote Expiration: 8/19/2021
 Quote Name: City of Rockport - LGD - Incode SaaS Flip
 Quote Number: 2020-110788-2
 Quote Description:

Sales Quotation For

Katie Griffin
 City of Rockport
 PO Box 1059
 Rockport, TX 78381-1059
 Phone: +1 (361) 729-2213 ext. 228
 Email: finance@cityofrockport.com

Tyler Software and Related Services - SaaS

Description	One Time Fees		#Yrs	Net Annual Fee
	Impl. Hours	Impl. Cost		
Financial Management Suite				
Core Financials	0	\$0		\$9,372
Fixed Assets	0	\$0		\$1,676
Positive Pay	0	\$0		\$897
Project Accounting	0	\$0		\$4,046
Purchase Orders	0	\$0		\$3,179
Misc Accounts Receivable	0	\$0		\$2,296
Forms Overlay	0	\$0		\$1,206
Tyler Output Processor Server	0	\$0		\$1,677
System Software Non SQL	0	\$0		\$670
Personnel Management Suite				
Payroll Personnel	0	\$0		\$4,350
Customer Relationship Management Suite				
Utility CIS System	0	\$0		\$11,233
Central Cash Collection	0	\$0		\$3,851
Utility Handheld MeterReader Interface	0	\$0		\$1,362
Utility Meter Data Sync w Scheduler	0	\$0		\$3,585
Third Party Printing Interface	0	\$0		\$2,390
Utility Handheld MeterReader Interface	0	\$0		\$876
Enhanced Utility Bill Printing	0	\$0		\$806
Building Projects	0	\$0		\$2,516
Call Center	0	\$0		\$2,516
Incode Court Suite				
Criminal Court Case Mgt	0	\$0		\$9,115
Collection Agency Export Interface	0	\$0		\$627

Citation Issuing Device Interface	0	\$0	\$1,593
Jury Data Import Generic Interface	0	\$0	\$894
Sub-Total:		\$0	\$70,733
TOTAL:	0	\$0	3 \$70,733

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$70,733
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$70,733

Comments

- 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 of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning upon the availability of the hosted environment. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *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.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on 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.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *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.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services 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 as 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.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

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 State 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 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

TYLER'S SECURE DATA BANK

With more than 30 years of industry experience, Tyler provides a unique combination of services to meet the specific needs of state and local government. Our SaaS offering is a full-service SaaS, meaning we own, administer, and support all hardware and applications. Our commitment to full service means that Tyler doesn't rely on sub-contractors. We have a team of Tyler employees who are dedicated solely to SaaS operations.



Tyler maintains two SaaS data centers operating under a continuous improvement model whereby the hardware, software and technical infrastructure are constantly being reviewed and optimized for performance and stability. New client acquisition, utilization and advancements in technology all influence changes in the data center configuration. Our investments include industry-leading solutions from:

- Microsoft®
- IBM®
- Cisco®
- Liebert®
- Caterpillar

Data Security

Tyler takes security very seriously. We use a multitude of different security solutions to ensure secure communications including Virtual Private Network (VPN) devices, software VPNs and HTTPS. Network engineers work closely with application teams to ensure security practices are employed throughout the entire product lifecycle.

Redundancy

When we built our SaaS infrastructure the goal was simple: no single point of failure. Our investments in every facet of the project include multiple devices set up for high availability and failover. The disk sub-system uses fully redundant drive arrays that prevent downtime due to a failed disk drive. We have multiple Internet providers at both of our data centers in Yarmouth, Maine, and Dallas, Texas, leaving their respective states through different routes. An Uninterruptible Power Supply (UPS) provides seamless failover to a diesel generator in the event of a power outage. In the event of a catastrophic failure at one facility, our disaster recovery plan assures that all critical processes continue uninterrupted at the second data center.

An audit of Tyler's SaaS data center, sponsored by one of Tyler's SaaS clients, was performed by IBM Global Services. The audit was conducted to formally document the redundancy and fault tolerance

capabilities of the data center and its operational procedures. It's clear — Tyler takes its SaaS services very seriously. Our professional staff is trained and knowledgeable in all aspects of SaaS administration, our facility is state-of-the-art and our attention to our clients is unrivalled.

The Data Banks

- Tier III Plus datacenter
- Carrier Neutral – over 20 ISPs
- Owned and operated by DataBank
- Nuclear Fallout / Tornado Shelter

PHYSICAL ACCESS

- 7 x 24 on-site security staff
- Gated private parking lot
- Separate visitor parking
- Card and bio-metric access



COMPLIANCE

- EU Safe Harbor
 - ✓ Yes
- SAS 70 Type II / SSAE 16
 - ✓ Yes

SERVICE AVAILABILITY

- VMWare HA
- Citrix HA
- Infrastructure HA

DATA CENTER AVAILABILITY

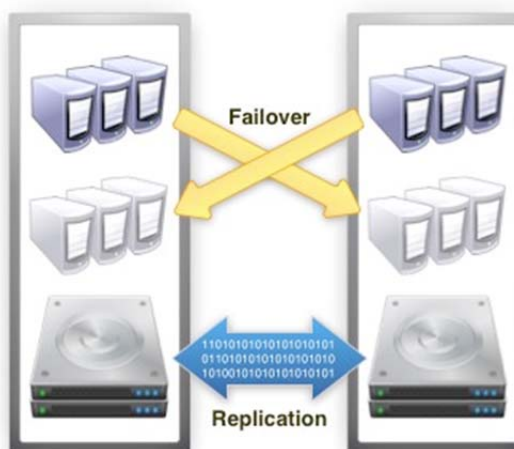
- Active / Active Datacenters
- SAN level data replication over MPLS*
- Geographically dispersed clientele*

SUPPORTED CLIENTS

- Windows XP/Vista and Windows 7
- Mac OS X
- iPad, iPhone, Android Devices*

SUPPORTED DEVICES

- Dynamic printer support*
- Local disk access
- Twain compliant devices*
- Windows Image Acquisition*



PROTECTING YOUR DATA

- SAN level snapshots
- Disk to Disk Backups
- SAN level replication*

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 10

Deliberate and act on approval of a Resolution of the City of Rockport, Texas, authorizing the selection of Urban Engineering as the Professional Service Provider(s) for the FEMA Hazardous Mitigation Assistance (HMA) grant and authorizing the Mayor to negotiate and execute all necessary documents.

SUBMITTED BY: Assistant to the City Manager, Kimberly Henry

APPROVED FOR AGENDA: RNM

BACKGROUND: The City of Rockport is preparing to apply for the FEMA Hazardous Mitigation Assistance (HMA) grant. This grant is a 75/25 match for mitigation purposes. These grants are not based on Low to Moderate Income (LMI), but rather Benefit Cost Analysis (BCA) projects. The Engineer will be working with the staff to provide both Pre-Award and Post-Award services.

The RFP was published March 19 and March 26, 2022, and eight proposals were received by the deadline of April 4, 2022. The review committee consisted of Director of Public Works Mike Donoho, Assistant Public Works Director Gene Camargo, and Community Planner/Assistant Building & Development Director, Carey Dietrich. Included in this Agenda packet is a list of responses in order by date/time received to include the name, and average score. (Due to the length of these RFP's, they are not included within the packet, but are available upon request.)

FISCAL ANALYSIS: The FEMA HMA grant is considered a 75/25 funded grant. The pre-award costs to apply for the grant will be reimbursable if awarded. If Rockport is not awarded the grant, the pre-award costs are 100% our responsibility. If awarded, the 75/25 split is for Engineering, Environmental, and Construction costs.

RECOMMENDATION: Staff recommends Council approve the Resolution of the City of Rockport, Texas, authorizing the selection of a Professional Service Provider(s) for the FEMA Hazardous Mitigation Assistance (HMA) grant and authorizing the Mayor to negotiate and execute all necessary documents.

RFP's received for Hazardous Mitigation Grant Engineer Contract

Published: 3/19/2022 and 3/26/22
Due date: April 4, 2022

Grant Amount: Unknown

Date/Time Received	Name	Contact Information	Avg Pts
3/30/2022 1:03 p.m.	Strand Associates	1906 Niebuhr St. Brenham, TX 77833	77.67
4/1/2022 3:37 p.m.	Doucet & Assoc	18618 Tuscany Stone Dr., Ste 140 San Antonio, TX 78258	79.67
4/1/2022 3:40 p.m.	TRC	505 E. Huntland, Ste 250 Austin, TX 78752	90.67
4/4/2022 8:30 a.m.	Urban Engineering	2725 Swantner St. CC, TX 78404-2832	96.67
4/4/2021 9:13 a.m.	Ardurra Group	801 Navigation Blvd, Ste 300 CC, TX 78408	95.33
4/4/2021 9:13 a.m.	TLC Engineering	8204 West Glen Dr Houston , TX 77063	72.67
4/4/2022 11:29 a.m.	T.Baker Smith, LLC	3854 GM 1069 AP, TX 78382	76.67
4/4/2022 1:37 p.m.	G&W Engineers, Inc.	205 W. Live Oak Port Lavaca, TX 77979	86.00

No Electronic V

Committee Members:

PW Director Mike Donoho

Community Planner/Assistant Building & Development Director, Carey Dietrich

Assistant Public Works Director, Gene Camargo

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS,
AUTHORIZING SELECTION OF URBAN ENGINEERING AS THE
PROFESSIONAL SERVICE PROVIDER(S) FOR THE FEMA
HAZARDOUS MITIGATION ASSISTANCE GRANT.**

WHEREAS, participation in FEMA Hazardous Mitigation Assistance Grant program(s) requires implementation by professionals experienced in with the engineering of federally-funded projects;

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

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

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That <u>Urban Engineering</u> is selected to provide project-related engineering services for FEMA Hazard Mitigation Grant project..
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED and **APPROVED** the 12th day of April 2022.

City of Rockport, Texas

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 11

Deliberate and act on approval of a Resolution of the City of Rockport, Texas, appointing the Mayor as the Chief Executive Officer and authorized representative to act in all matters in connection with the FEMA Hazard Mitigation Grant (HMGP) project and committing the City to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.

SUBMITTED BY: Assistant to the City Manager, Kimberly Henry

APPROVED FOR AGENDA: RNM

BACKGROUND: The City of Rockport is preparing to apply for the FEMA Hazardous Mitigation Assistance (HMA) grant. This grant is a 75/25 match for mitigation purposes. These grants are not based on Low to Moderate Income (LMI), but rather Benefit Cost Analysis (BCA) projects. This resolution commits the City to match 25% of the funds to the project(s) if approved.

In Resolution No. 2022 – 09 approved February 22, 2022, and the Resolution for contract engineer presented earlier this evening, the City will have the required support staff approved as per grant guidelines. The staff will work with both parties to decide which project(s) meet the BCA requirements and apply for the grant no later than April 29, 2022.

FISCAL ANALYSIS: The FEMA HMA grant is considered a 75/25 funded grant. The pre-award costs to apply for the grant will be reimbursable if awarded. If Rockport is not awarded the grant, the pre-award costs are 100% our responsibility. Because the final BCA project(s) has not been confirmed, the 25% share is an unknown dollar figure at this time.

RECOMMENDATION: Staff recommends Council approve the Resolution of the City of Rockport, Texas, appointing the Mayor as the Chief Executive Officer and authorized representative to act in all matters in connection with the FEMA Hazard Mitigation Grant (HMGP) project and committing the City to provide matching funds to secure and complete the FEMA Hazard Mitigation Grant.

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, APPOINTING THE MAYOR AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE FEMA HAZARD MITIGATION GRANT (HMGP) PROJECT AND COMMITTING THE CITY TO PROVIDE MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT.

WHEREAS, the City of Rockport, Texas is developing applications for FEMA Mitigation funds for DR 4485 (Texas Covid-19 Pandemic and climate change funds) to protect public and or private property within the City to prevent or reduce future loss of lives or property;

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grant;

WHEREAS, FEMA Mitigation Fund applicants are required to commit 25% or more matching funds to secure and complete the FEMA Mitigation Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/COMMISSIONERS COURT OF THE CITY OF ROCKPORT, Texas:

Section 1. That the City of Rockport, Texas is authorized to submit an application for FEMA Mitigation Funds for DR-4485 associated with Texas Covid-19 Pandemic and climate change.

Section 2. That the Mayor be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the city in all matters in connection with the FEMA Mitigation Project.

Section 3. That the City of Rockport is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

PASSED AND APPROVED the 12th day of April 2022.

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 12

Deliberate and act on approval of a Memorandum of Agreement with Texas State University, through its Meadows Center and Clean Coast Texas Collaborative program.

SUBMITTED BY: Interim City Manager Richard Morton

APPROVED FOR AGENDA: RNM

BACKGROUND: The proposed memorandum of understanding (MOU) is non-binding and is the similar as the MOUs to be executed by Aransas County, Aransas County Navigation District, and Town of Fulton. It primarily seeks collaboration between all of the entities in the effort to promote water quality in Aransas Bay, Copano Bay, and Little Bay.

FISCAL ANALYSIS: There is no commitment of funds.

RECOMMENDATION: Staff recommends Council approve the Memorandum of Understanding with Texas State University, through its Meadows Center and Clean Coast Texas Collaborative program, to promote and improve water quality in Aransas Bay, Copano Bay, and Little Bay, as presented.

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ROCKPORT
AND
TEXAS STATE UNIVERSITY
CLEAN COAST TEXAS PROJECT IMPLEMENTATION**

PREAMBLE

The Clean Coast Texas Program is derived from priority actions identified in the *Texas Coastal Nonpoint Source Pollution Control program*, (hereinafter the “**Plan**”) The Plan was developed following the guidelines established by the United States Environmental Protection Agency (EPA) and National Oceanic and Atmosphere Administration (NOAA) as defined in the “Guidance for Specifying Management Measures for Sources of Nonpoint Pollution in Coastal Waters”, USA EPA, 1993.

This Memorandum of Agreement (hereafter termed “**Agreement**”) is entered into by and between the CITY OF ROCKPORT (hereafter referred to as “**Partner**”) and TEXAS STATE UNIVERSITY (hereafter referred to as “**Texas State**”), a member of The Texas State University System, an entity of the State of Texas. Texas State and the Partner may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”. Other Partners include Aransas County, Town of Fulton, and the Aransas County Navigation District and each has their own Agreement with Texas State.

The governing bodies of each party find that the Clean Coast Texas Program (hereinafter referred to as “**Program**”) subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties

THIS AGREEMENT, entered into on the date of last signature shall terminate on September 1, 2024 when the Program is complete or with an amendment to this document shall be extended to the final date of the Program if the project completion date is extended by the Texas General Land Office (GLO). Either Party may terminate this agreement upon thirty (30) days written notice to the other Party.

WHEREAS, GLO has granted Texas State funding to facilitate the Program (Contract No. 21-060-020-6682); and

WHEREAS, the governing bodies of each party find the subject of this Agreement is necessary for the benefit of the public and that the performance of this Agreement is in the common interest of both parties; and

WHEREAS, Texas State and the Partners informally developed an effective organizing framework to enhance cooperation and coordination among various programs and activities within Aransas County and agree that the Aransas County Stormwater Advisory Committee shall function as the coordinating body to guide and perform the tasks identified in this document; and

WHEREAS, Within Texas State is “The Meadows Center for Water and the Environment” (hereinafter referred to as “Meadows Center”) shall be the lead in the activities of Texas State; and

WHEREAS, Each Party shall bear its own costs and expenses accrued in the performance of the Agreement.

NOW THEREFORE, Texas State and the City of Rockport, hereby mutually agree to:

I. TEXAS STATE RESPONSIBILITIES

1. Texas State, through its Meadows Center, will administer the Program and coordinate directly with the participating partners to implement demonstration-scale water quality treatment measures, review water quality ordinances, initiate education activities, monitor water quality, distribute the Stormwater Manual, host workshops, and conduct other activities to implement the Program.
2. Texas State, through its Meadows Center, will provide technical assistance as specified in the Program to facilitate the design and construction of demonstration-scale water quality treatment facilities on City of Rockport (City) property.
3. Texas State, through its Meadows Center, will prepare the construction plans for demonstration-scale water quality measures, administer the bid process and contractor selection, and oversee the construction process. Texas State will perform a final inspection with City staff.
4. Texas State, through its Meadows Center, will study, obtain field data, perform engineering assessments, and determine feasibility of a Tule Creek Regional Water Quality Retrofit. This effort will be in concert with the General Land Office (GLO) regional flood mitigation planning efforts. If the potential project provides the desired regional water quality benefits as defined in a Preliminary Engineering Report and is approved by the City, the Meadows Center will prepare construction plans.
5. Texas State, through its Meadows Center, will develop educational features for installation at the water quality treatment measure sites when the projects are complete.
6. Texas State, through its Meadows Center, will coordinate with the City, non-governmental organizations, and other groups to lead and/or support up to three community events that can improve water quality and protect habitat.
7. Texas State, through its Meadows Center, will host workshops with elected officials, local government staff, and citizens to outline the Program goals and objectives.
8. Texas State, through its Meadows Center, will lead the water quality ordinance/criteria manual evaluation process and coordinate with the City on potential enhancements to facilitate water quality management and minimize regulatory redundancy. This process will be based on the Stormwater Manual, 3rd Edition, 2021. Texas State will provide recommended ordinance revisions and support the potential ordinance revision process.
9. Texas State, through its Meadows Center, will co-lead the water quality ordinance/criteria manual stakeholder process with the City. Texas State will provide meeting agenda, notes, ordinance research and conduct discussions with stakeholders as necessary outside of formal meetings.
10. Texas State, through its Meadows Center, will assist the City in preparing grant applications and developing financial strategies to seek funding for water quality and stormwater management improvement projects.

II. CITY OF ROCKPORT (CITY) RESPONSIBILITIES

1. The City will coordinate with Texas State, through its Meadows Center, to select sites that can be retrofitted with the agreed upon demonstration-scale water quality treatment measures to improve water quality and help manage runoff. The City will provide the final decision on water quality measure type and location.
2. The City will permit Texas State, through its Meadows Center, to access selected sites to perform survey, testing, and design activities and allow Texas State, through its Meadows Center, to oversee demonstration-scale water quality measure construction. The City will allow potential contractors to observe the sites during the bid process, this includes, hosting a pre-bid meeting and the site tour. The City will perform a final inspection with Texas State, through its Meadows Center, to ensure that the projects were completed per the construction plans.
3. The City will support the Meadows Center in the assessment of the feasibility of a Tule Creek Regional Water Quality Retrofit. This includes providing site access, coordination with park activities, real estate records, utility information, and reviewing the Preliminary Engineering Report. The City will provide an opinion on project feasibility including direction to proceed to construction plan preparation or not.
4. City will respond in a timely manner (two days) to communication between Texas State, through its Meadows Center, and key staff members to support the development and implementation of Clean Coast Texas Collaborative projects and initiatives within the City.
5. The City will maintain and operate the demonstration-scale water quality measures for a minimum of ten (10) years after implementation as defined in the Sustainable Stormwater Manual provided by Texas State, through its Meadows Center.
6. The City will ensure that educational features installed at the demonstration-scale water quality measures will remain functional for a period of three years after construction is complete.
7. The City will support Texas State, through its Meadows Center, in the planning and implementation of community events that improve water quality. Up to three community events will be held.
8. The City will participate in a review of the City's existing drainage criteria, ordinances, and manuals and will consider potential modifications and amendments to improve water quality protection, enhance flood management, and promote regulatory consistency in the City and Aransas County drainage codes and criteria. The City will coordinate with Aransas County and include them in the above process.
9. The City will actively participate and co-lead the water quality protection and stormwater management criteria stakeholder process.
10. The City will identify a point of contact (project manager) who will assist Texas State, through its Meadows Center, and its contractors in performing the above tasks and

coordinating with residents, city staff, and elected officials as needed.

11. The City may assist Texas State, through its Meadows Center, in the development of grant applications and other financial strategies in support of the Program and/or initiatives that demonstrate clear benefits to the City. Assistance from the City may include letters of support, resolutions, project reports, financial reports, other documents, etc.

III. MISCELLANEOUS

1. This Agreement may be amended by mutual written agreement signed by the parties hereto.
2. Nothing contained in this MOU shall be deemed to create a partnership, joint venture, or relationship of employment between the Parties. Neither Party shall have the authority to act on behalf of the other Party, or to commit any other Party in any manner or cause whatsoever, or to use any other Party's name in any way not specifically authorized by this MOU. Neither Party shall be liable for any act, omission, representation, obligation or debt of the other Party.
3. This Agreement represents the entire and integrated agreement between the Partner and Texas State and supersedes all prior negotiations, representations, or agreements, either written or oral.
4. Notice under this Agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or electronically. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Electronic notice is deemed effective upon confirmed receipt of the receiving party, documents shall be converted to pdf. Notice to a party shall be addressed as follows:

Texas State University: Nick Dornak
 Meadows Center for Water and the Environment
 Texas State University
 601 University Drive
 San Marcos, Texas 78666
 Phone: 512-245-6697
 Email: nickdornak@txstate.edu

With a Copy To: Dr. Reddy Venumbaka
 Technology Transfer & Contracts
 Texas State University
 601 University Drive
 San Marcos, TX 78666-4684
 Phone: 512-245-4524
 Email: Reddy@txstate.edu

City of Rockport: xxxxxxxx
 xxxxxxxx

xxxxxxx
Rockport, TX 78382

Phone: 361-xxx-xxx
Email: xxxxx

With a Copy To:

xxxxxxx
xxxxxxx
xxxxxxx
Rockport, TX 78382

Phone: 361-xxx-xxxx
Email:

5. This Agreement constitutes the entire Agreement between the parties. This agreement may not be modified except as agreed by the parties in writing, nor may this agreement be assigned.
6. Each party may change the address for notice to it be giving notice of such change in accordance with the provisions in this paragraph.
7. Venue for a dispute arising from this agreement shall be in Travis County, Texas.
8. Nondiscrimination: In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
9. The signatories hereby acknowledge that this agreement is duly authorized by the governing bodies of Texas State and the Partner.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____.

CITY OF ROCKPORT

MAYOR

Date: _____

TEXAS STATE UNIVERSITY

Michael Blanda, Ph.D., Interim Chief Research Officer, Texas State University

Date: _____

Read and Agreed:

Nick Dornak, Director of Watershed Services, Meadows Center for Water and the Environment, Texas State University

Date: _____

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 13

Deliberate and act on approval of a Memorandum of Understanding with The Coastal Bend Collaborative for Coordinating Community Transportation.

SUBMITTED BY: Interim City Manager Richard Morton

APPROVED FOR AGENDA: RNM

BACKGROUND: The City has been approached by the “Coastal Bend Collaborative for Coordinating Community Transportation” to consider joining the Collaborative through the attached Memorandum of Understanding. The mission statement of the Collaborative is:

To foster and sustain improvements in a regional and coordinated community transportation network for seniors, individuals with disabilities, individuals with low income, veterans, and other underserved communities in the Coastal Bend.

The MOU does not require the city to make a financial commitment but would require the City to appoint a representative to the Collaborative and ensure that our representative regularly attends scheduled meetings.

FISCAL ANALYSIS:

RECOMMENDATION: Staff recommends Council authorize the MOU.

***The Coastal Bend Collaborative
for Coordinating Community Transportation***

MISSION STATEMENT

To foster and sustain improvements in a regional and coordinated community transportation network for seniors, individuals with disabilities, individuals with low income, veterans, and other underserved communities in the Coastal Bend.

Memorandum of Understanding

WHEREAS the Coastal Bend Region includes eleven counties: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio;

WHEREAS the term “community transportation” any public transportation service or human service agency transportation service or program, whether it be provided by a public or private entity, that *focuses* on transportation for seniors, individuals with disabilities, individuals with low income, veterans, and underserved communities;

WHEREAS the term “underserved communities” is defined by *Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* as meaning [both] populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life;

WHEREAS there are several different community transportation services currently within the Coastal Bend Region;

WHEREAS there are significant unmet needs for individuals requiring community transportation services within the Coastal Bend Region and these needs are anticipated to grow due to demographic trends;

WHEREAS the coordination of community transportation information and services has been shown to result in increased service through improved cost efficiency, elimination of duplication, and access to additional funding; and

WHEREAS there is a need – and an opportunity – to further coordinate the variety of community transportation options and support services within the Coastal Bend Region,

BE IT KNOWN THAT

[Name of Organization] _____ intends to participate in the establishment¹ and functioning of The Coastal Bend Collaborative for Coordinating Community Transportation (“The Collaborative”).

This Memorandum of Understanding documents this intent and the organizations’ commitment to the primary mission of the Collaborative.

¹ Once the Collaborative is formed, “establishment and” can be removed.

To fulfill its mission, the primary roles of the Collaborative are to:

- Help develop, implement, and provide guidance to the community transportation coordination initiatives within the Coastal Bend Region of Texas (TxDOT Region 20) so that:
 - a. access and mobility among seniors, persons with disabilities, persons with low income, veterans, and other underserved communities who rely on community transportation; improves; and
 - b. operators and sponsors of community transportation services can more effectively utilize and leverage funding in order to expand services to address the growing needs of these populations and areas in the region.
- Provide a vehicle for ongoing input from stakeholders, including users of community transportation services.
- Work together with other regional and statewide entities to help promote coordination and develop solutions to inter-regional community transportation needs; and
- Provide input to governmental agencies and other organizations that fund/sponsor community transportation relative to policies and practices that successfully foster or that adversely affect the coordination of community transportation services and information and mobility management.

In signifying this intention and commitment, _____ pledges to designate one representative (and up to two alternate representatives) to the Collaborative and ensure that the representative attends regularly scheduled meetings and is active in the functioning of the Collaborative and Committees.

Either party may cancel this Memorandum of Understanding with 14 days written notice.

IN WITNESS WHEREOF, indicates its support and intent:

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Alternate 1 (Name): _____

Alternate 2 (Name): _____

ACCEPTANCE BY THE COLLABORATIVE:

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

***The Coastal Bend Collaborative
for Coordinating Community Transportation***

MISSION STATEMENT

To foster and sustain improvements in a regional and coordinated community transportation network for seniors, individuals with disabilities, individuals with low income, veterans, and other underserved communities in the Coastal Bend.

Bylaws

Article I: Name

The name of this regional community transportation coordinating council shall be “The Coastal Bend Collaborative for Coordinating Community Transportation (hereinafter called “the Collaborative”). These bylaws shall provide the procedures for the conduct of business of the Collaborative.

Article II: Purpose

Established by its founding members, the Collaborative is organized to:

1. Help develop, implement, and provide guidance to community transportation¹ coordination initiatives within the Coastal Bend Region of Texas (TxDOT Region 20) so that:
 - a. access and mobility among seniors, persons with disabilities, persons with low income, veterans, and other underserved communities² who rely on community transportation; improves; and
 - b. operators and sponsors of community transportation services can more effectively utilize and leverage funding in order to expand services to address the growing needs of these populations and areas in the region.
2. Provide a vehicle for ongoing input from stakeholders, including users of community transportation services.
3. Work together with other regional and statewide entities to help promote coordination and develop solutions to inter-regional community transportation needs; and
4. Provide input to governmental agencies and other organizations that fund/sponsor community transportation relative to policies and practices that successfully foster or that adversely affect the coordination of community transportation services and information and mobility management.

¹ For the purposes of this document, the term “community transportation” includes any public transportation service or human service agency transportation service or program, whether it be provided by a public or private entity, that *focuses* on transportation for seniors, individuals with disabilities, individuals with low income, veterans, and underserved communities.

² Consistent with *Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, the term “underserved communities” refers to [both] populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

Article III: Membership of the Collaborative

III.1 Membership Eligibility Criteria

The Collaborative shall be composed of organizational and individual members as follows:

1. **Organizational members** – Organizations seeking to become members of the Collaborative must be one of the following:
 - a) Any public, private non-profit, or for-profit organization that currently funds, arranges, or provides community transportation services to, from or within the region.
 - b) Any local or regional public transportation provider or state/regional/county/municipal agency involved in the planning or provision of public/passenger transportation in the region.
 - c) Organizations representing groups of consumers and constituents that are impacted by the expansion, improvement and/or coordination of community transportation services and information within the region.

Such organizations will become a member of the Collaborative upon formal adoption of the Collaborative's Memorandum of Understanding and formal acceptance by the Collaborative at the next regular meeting following receipt of the signed Memorandum of Understanding.

Each organizational member shall designate one representative and up to two alternate representatives to the Collaborative.

2. **Individual members** – An individual member must be a resident of or work within the region, be a user of community transportation and take an active interest in Collaborative's mission. It is the intent of the Collaborative to include Individual members from the priority populations (seniors, individuals with disabilities, low income, veterans, and underserved communities).

Individual members have voting rights but do not have the right to designate an alternate.

The term of each individual member shall be two years. Individual members may serve a maximum of two 2-year terms but must apply to be an individual member at the end of the first term. Applications to be an individual member must be submitted to the Collaborative no later than **February 28/29**.

The Collaborative's Membership Committee will determine the process for recruiting individual members, reviewing applications, and recommending certain applicants for individual membership. The Membership Committee will also recommend the appropriate number of individual members, as indicated above, to be voted upon at the Collaborative's annual meeting in **April**.

3. **Ex-officio member** – A representative from TxDOT shall be an ex-officio, non-voting member.

III.2 Rights and Responsibilities of Membership

Each member (organizational and individual) is afforded one full vote on any decision put to a vote. An organizational member's vote can be cast by his/her alternate representative.

Individual members must be present (virtually or in-person) at meetings to vote; proxy votes for individual members will not be permitted. Attendance at meeting can be by video- or tele-conference.

To be in “good standing,” a member must:

1. Attend at least 75% of the regular meetings (in-person or virtually) and cannot miss more than two consecutive regular meetings in a calendar year; The Chair may determine if a missed meeting is excused; an excused miss shall not count as non-attendance.
2. Participate in some facet of the Collaborative's work program.
3. Provide to the Collaborative, by **March 31**, funding and ridership information pertinent to the organization they represent, if applicable, for the TxDOT reporting year (**March 1 – February 28/29**). This information will be presented to the Collaborative members at the annual meeting in **April**, where it will be approved for submittal to TxDOT by the Region 20 Lead Agency.

Article IV: Officers of the Collaborative

IV.1 Officers and Terms of Office

The Officers of the Collaborative shall be as follows:

1. Chair
2. Vice Chair

The term of each officer shall be two years with a term limit of two terms with the exception of year 1 when one of the two officers will have a one-year term. Thereafter, the election of officers shall alternate years.

The Collaborative shall strive to achieve a balance of 50% urban and 50% rural between these two officer positions.

IV.2 Election of Officers and Operating Year

The Collaborative's operating year shall begin at the annual meeting in **April**.

Officers will be elected by majority vote every two years at the annual meeting.

Nominations for officers must be submitted to the Collaborative no later than **February 28/29**.

IV.3 Responsibilities of the Officers

The Chair, or in the event of his/her absence, the Vice Chair, shall preside at all meetings of the Collaborative; but neither shall be deprived of his/her right to vote.

The Chair, or in the event of his/her absence, the Vice Chair, shall have the responsibility of preparing the draft agenda for each meeting.

The Chair or Vice Chair shall have such other powers and perform such other duties as may from time to time be voted on by the Collaborative. These duties will include the establishment of

committees and the appointment of committee members as may be necessary or convenient for carrying out the business of the Collaborative.

The Vice Chair shall be responsible for disseminating information to Collaborative members and writing Collaborative correspondence. These duties will include distributing meeting invitations and draft agendas, keeping meeting attendance records, and taking minutes of meetings. These functions may be delegated to staff supplied by the "TxDOT Region 20 Lead Agency."

The Chair and Vice Chair must be members in good standing.

IV.4 Vacancies

If an officer vacates an office for any reason (e.g., resignation or removal), the Chair (or Vice Chair if the vacancy is the Chair) shall declare the vacancy at the next regularly scheduled meeting. The Chair (or Vice Chair if the vacancy is the Chair) can wait until the next regular meeting or may accept nominations from the floor at the meeting at which the vacancy has been declared. If nominations from the floor are accepted, voting will take place at the next regular meeting.

New officers elected will fulfill the remaining terms of the outgoing officers. This interim term will not be counted toward the two-term limit.

IV.5 Removal of Officers

Members, by 2/3 vote of members present, may remove an officer. An officer under consideration for removal should have the opportunity to be advised and be able to speak to the concerns of the membership. Such matters and discussions should take place in an executive session (without the public). The officer under consideration for removal must be given a 30-day period to correct any deficiencies before the vote is taken. Causes for removal include non-attendance, or not fulfilling duties of the office.

Article V: Meetings of the Collaborative

V.1 Regular Meetings

The Collaborative shall meet at least quarterly (**in January, April, July, and October**) or on another date and/or at another time at the call of the Chair. The Collaborative may vote at a prior meeting not to hold the next regular meeting or to hold in a different month within the quarter.

If the location of these meetings varies from meeting to meeting, members present, assuming a quorum, will vote on the location of the next regular meeting. Facility locations chosen for regular meetings shall have internet access and hence allow members to attend the meeting remotely. All meeting locations shall be fully accessible.

At the regular meetings, the Collaborative may take such actions, pass such resolutions, or conduct such other business as are on the agenda or may otherwise be properly brought before it.

V.2 Special Meetings

The Chair, or in the event of his/her absence, the Vice Chair may call a special meeting of the Collaborative as may be required needed and shall call a special meeting at the request of one-third (1/3) of the members. Business at special meetings shall be limited to the subjects stated in the call for them.

V.3 Information Meetings

The Chair, or in the event of his/her absence, the Vice Chair may call an informational meeting as may be required for the presentation and dissemination of reports, analyses, or other data, and for the informal discussion thereof by the Collaborative. No formal action by the Collaborative shall be taken at such meetings. Resolutions may be introduced and discussed at such meetings, but formal debate and action on such resolutions may take place only at future regular or special meetings.

V.4 Meeting Notice and Agenda

Not less than **seven days** advance notice in writing of regular or informational meetings shall be given to all members. Not less than **three business days** advance notice in writing of special meetings shall be given to all members. Such notices shall contain the time, place, proposed agenda, proposed resolutions on substantive matters, and the substance of any matter proposed to be voted on.

V.5 Quorum

Fifty (50%) of the current membership constitutes a quorum.

V.6 Structure and Conduct of Meetings

Robert's Rules of Order shall guide the structure and conduct of all meetings. Parliamentary discretion for the conduct of meetings shall be vested with the Chair, or in the event of his/her absence, the Vice Chair. Collaborative procedures shall provide an opportunity for all members to be heard on any given issue and for the efficient conduct of business.

V.7 Public Participation at Meetings

In-person or virtual public comments will be a reoccurring agenda item to be held at the beginning of each meeting. Any person is welcome to attend all regular and special meetings of the Collaborative and be permitted to address the Collaborative under direction from the Chair, or in the event of his/her absence, the Vice Chair, who at any meeting may shift the order of public participation on the agenda as needed. The Chair, or in the event of his/her absence, the Vice Chair, may establish time limits to public comment.

Prior to any regular meetings, any person wishing to comment at the meeting must first provide to the Chair a written synopsis of the comment, along with his/her name, address, and contact information. To be included in the meeting, this information must be submitted at least two weeks before the meeting in question. The Vice Chair or his delegate will confirm the inclusion of the comment on the agenda with at least 1 week in advance of the meeting.

It will behoove organizational members to advertise the times and places of Collaborative meetings and to provide information to their constituencies on how to contact the Chair for public comment.

Article VI: Voting

No vote on a substantive matter shall be taken unless the issue to be voted on has been listed in the draft agenda, and timely notice (see Article V.4) has been given to all members. Election of Officers and Approval of Individual Members are considered to be substantive issues. A quorum must exist before any formal vote is taken (see Article V.5).

Each member is afforded one vote on any decision put to a vote and must be present to vote. In the absence of a voting organizational member representative, a designated alternative may cast the vote if present at the meeting. Otherwise, no proxy voting is permitted.

All decisions put to a vote, with the following exceptions, require a majority vote of all members present to pass. The exceptions which require a 2/3 vote of all members present to pass include changes or amendments to these by-laws (see Article VIII) and officer removals (see Article IV.4).

Article VII: Committees of the Collaborative

On an annual basis, Collaborative shall establish or continue standing committees as may be necessary or convenient for carrying out the business of the Collaborative.

Standing committees will include at least a Membership Committee, and may include, for example, a Project Committee and an Advocacy/Marketing/Public Information Committee.

New Standing Committees can be established if deemed necessary or convenient to conduct the business of the Collaborative. These committees can be established upon the affirmative vote of the majority of the Collaborative members present at a regular or special meeting.

The Chair, or in his/her absence, the Vice Chair, may establish Ad-hoc Committees and appoint committee members as may be necessary or convenient for carrying out the business of the Collaborative. Non-members, because of their special expertise or association with particular issues, and at the discretion of the Chair, may be appointed to ad-hoc committees. However, Ad-hoc Committees must be chaired by members of the Collaborative.

Article VIII: Amendments

These by-laws may be amended by the affirmative vote of 2/3 vote of the Collaborative present at a regular meeting thereof if the notice of such meeting has contained a copy of the proposed amendment. Amendments are considered a substantive issue.

Article IX: Effective Date

These by-laws will become effective upon adoption by 2/3 vote of the Collaborative present.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 14

Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a Conditional Use Permit for addition of four (4) RV sites located at 2328 Chaparral Street; also known as Chaparral South, Lot 1, 1.01 acres, City of Rockport, Aransas County, Texas; currently zoned B-1 (General Business District).

SUBMITTED BY: Community Planner / Carey Dietrich

APPROVED FOR AGENDA: RNM

BACKGROUND: Property owners Joey and Sandra Jenkins desire to add four (4) RV spots to their property located at 2328 Chaparral, where they currently have three (3) rental cabins, in order to expand their business.

A public notice regarding this item was published in *The Rockport Pilot* in the Saturday, March 26, 2022, edition and mailed out to nine (9) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at time of JPH.

Please see the accompanying zoning change request application and Section 118-15 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: No action required. Public hearing only.

JOINT PUBLIC HEARING
Rockport City Council and
Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, April 12, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request for a Conditional Use Permit for addition of four (4) RV sites located at 2328 Chaparral Street; also known as Chaparral South, Lot 1, 1.01 acres, City of Rockport, Aransas County, Texas; currently zoned B-1 (General Business District). Members of the public can view the meeting remotely via ZOOM at the address that will be provided on the City Council Agenda of April 12, 2022, and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Joint Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>, or register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The comments will be read and summarized in the minutes of the meeting.

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

POSTED the 22nd day of March 2022 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Saturday, March 26, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


Teresa Valdez, City Secretary

STAFF REPORT

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

**PROPERTY ADDRESS/LOCATION**

2328 Chaparral

APPLICANT/PROPERTY OWNER

Robby Varner, Owner

PUBLIC HEARING DATE

Tuesday, April 12, 2022

P&Z DATE

Monday, April 18, 2022

CITY COUNCIL DATE(S)

1st Reading - Tuesday, April 26, 2022

2nd Reading - Tuesday, May 2, 2022

BRIEF SUMMARY OF REQUEST

Property owners Joey and Sandra Jenkins desire to add four (4) RV spots to their property located at 2328 Chaparral where they currently have three (3) rental cabins in order to expand their business.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, March 26, 2022, edition and mailed out to nine (9) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at time of JPH.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
B-1 General Business District	Commercial Use Rental cabins	North: R-2 2 nd Single Family Dwelling District with residential dwellings South: B-1 General Business District with residential structure East: B-1 General Business District with residential structure West: B-1 General Business District with residential structure	To develop four (4) RV sites to expand their business	1.01 acres

STAFF RECOMMENDATION**APPROVE****APPROVE WITH CONDITIONS****DENY****COMPATIBILITY with the ZONING ORDINANCE**

Any future development will meet all setback requirements established with the CUP

The Current Future Land Use Map suggests Commercial Use

PROPERTY HISTORY

The property is not in a Special Flood Hazard Area.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

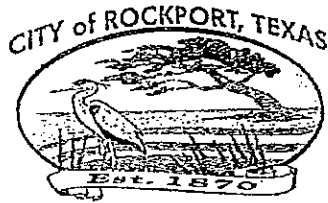
LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO
STANDARDS

OTHER (DESCRIBE)



**CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION**

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

A. REQUESTING: Rezoning [] Conditional Permit ☒
Planned Unit Development (P.U.D.) by Conditional Permit []

B. ADDRESS AND LOCATION OF PROPERTY _____
2328 CHAPARRAL ST ROCKPORT TX

C. CURRENT ZONING OF PROPERTY: B-1

D. PRESENT USE OF PROPERTY: PARADISE OAKS COASTAL CABINS

E. ZONING DISTRICT REQUESTED: _____

F. CONDITIONAL USE REQUESTED: RV PADS (4)

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

• Lot or Tract LOT 1 Block _____

• Tract VOL 5 PG 227 of the _____
Survey as per metes and bounds (field notes attached)

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

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

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 1 ACRE

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

WANT TO ADD RV PADS (4) TO EXPAND BUSINESS
WE HAVE 3 RENTAL CABINS ALREADY

K. OWNER'S NAME: (Please print) JOEY + SANDRA JENKINS
 ADDRESS: 2328 CHABARRAL ST
 CITY, STATE, ZIP CODE: ROCKPORT TX 78382
 PHONE NO 210-391-1045

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

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

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: _____

(Owner or Representative)

(FOR CITY USE)

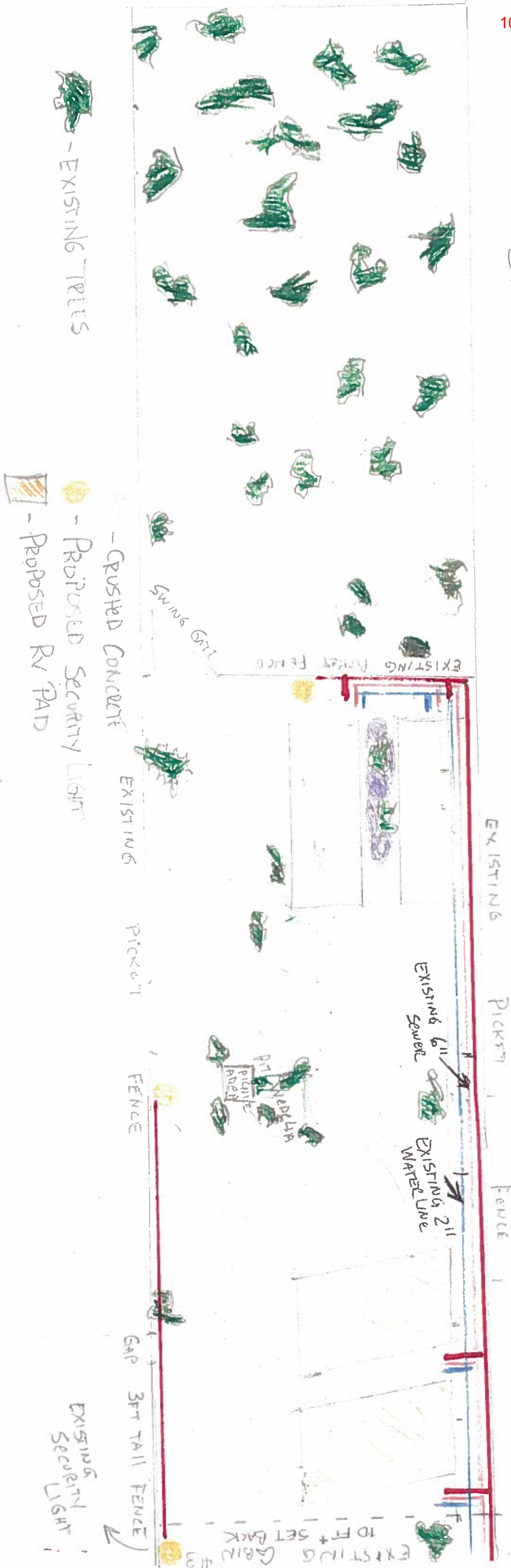
Received by: _____ Date: _____ Fees Paid: \$ _____

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

If rejected, reasons why: _____

Receipt No. _____

SITE PLAN FOR PROPOSED RV PADS FOR PARADISE DAKS COASTAL CABINS EXISTING PICKET FENCE

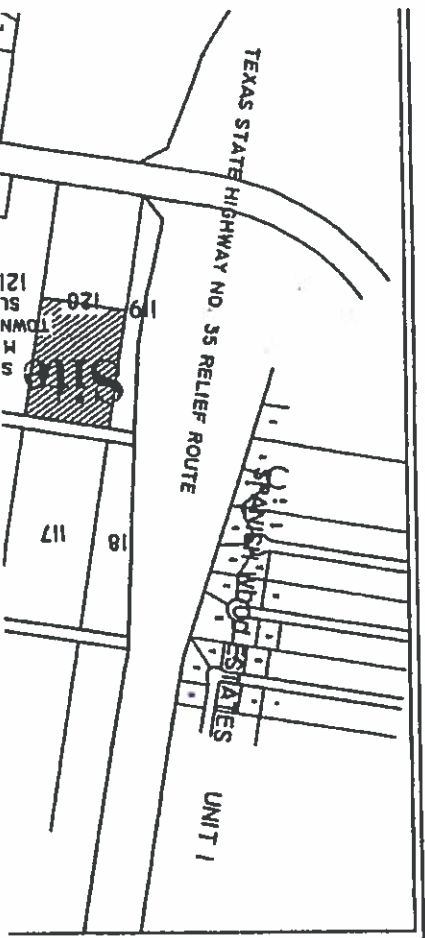


Plat of
aral South
s 1 thru 4
of Rockport
s County, Texas

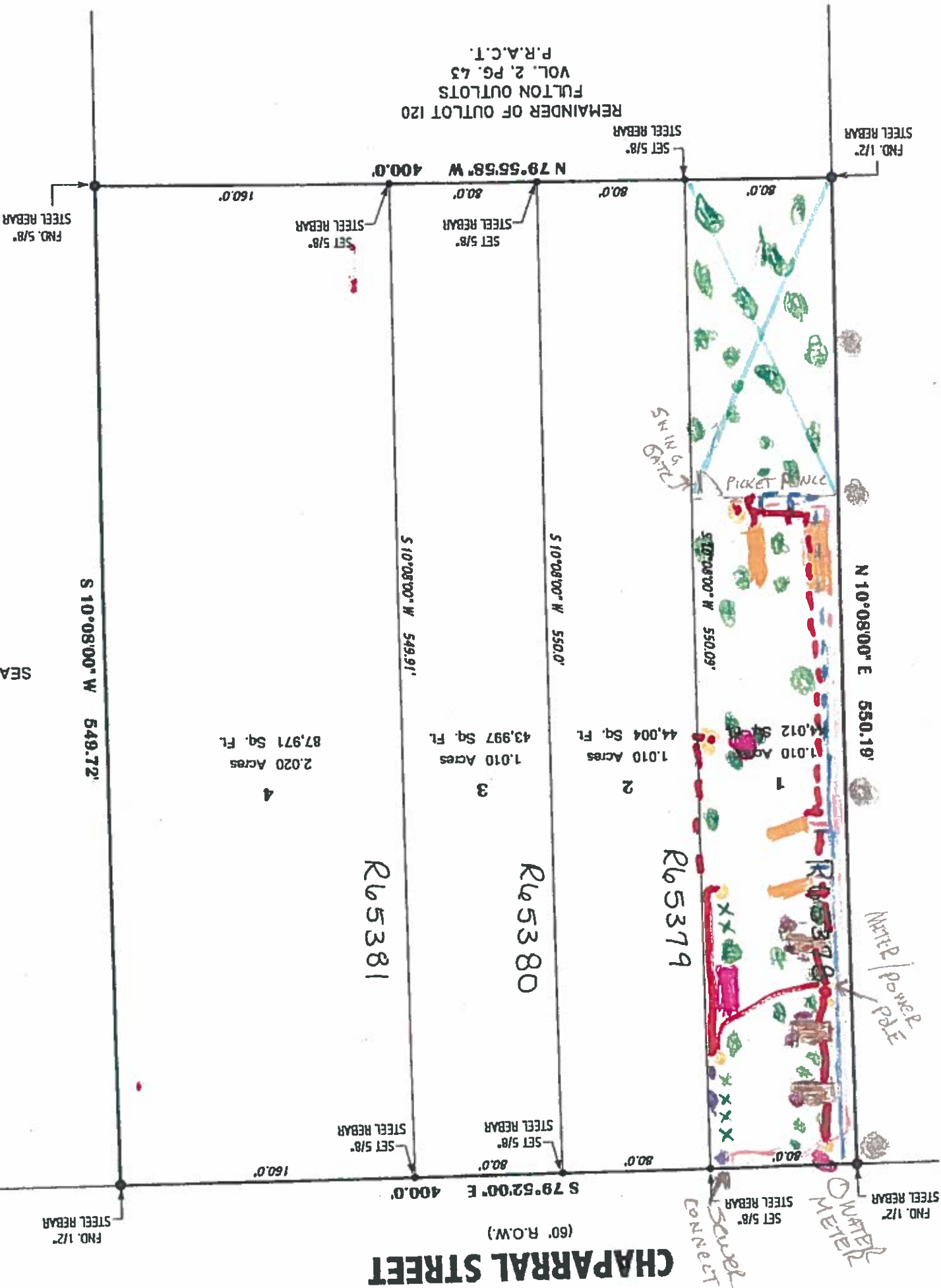
BEING A REPLAT OF 5.050 ACRES OUT OF OUTLOT
ONE HUNDRED TWENTY (120), FULTON OUTLOTS, CITY
OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING
TO THE PLAT RECORDED IN VOLUME 2, PAGE 43, PLAT
RECORDS OF ARANSAS COUNTY, TEXAS.

SCALE 1" = 60'

AUGUST 22, 2006



LOT 121-R
SEA MIST TOWNHOMES
VOL. 4, PG. 240
P.R.A.C.T.



LEGEND

- CABINS
- TREES
- WATER
- SEWER
- SECURITY LIGHTS
- ELECTRIC
- PROPOSED RV SEWER
- PROPOSED RV WATER
- PROPOSED RV ELECTRIC
- PROPOSED RV LIGHTING
- RV SLOTS
- FUTURE DEVELOPMENT
- Picnic Area w/ PITS
- PALM TREES
- VITEX
- LANTANA
- AEP POLE

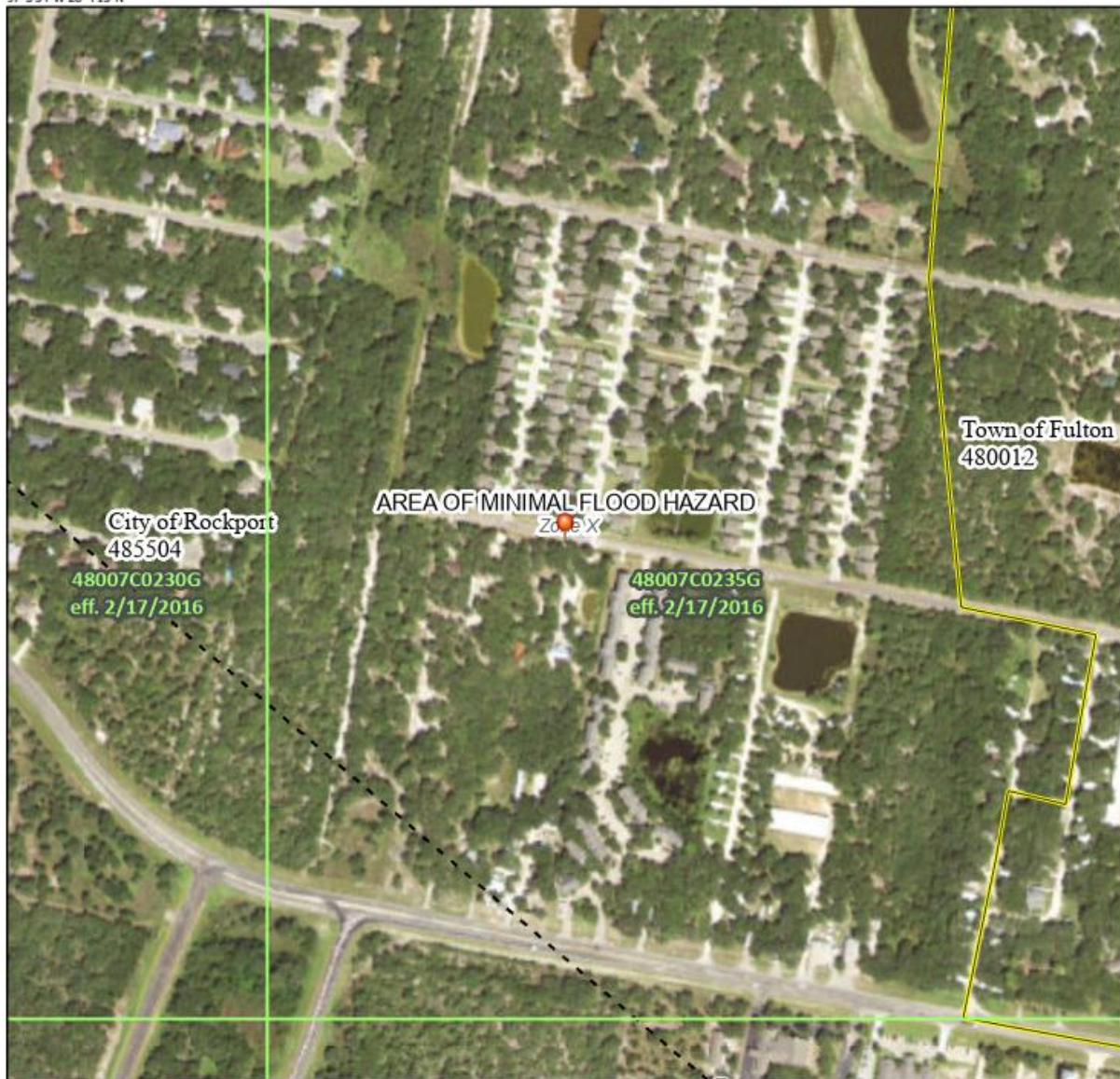
<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
65378	Joey Jenkins & Sandra Jenkins	2328 Chaparral St	2320 Chaparral St	Rockport	Tx	78382
19804	Amber & Maurico Hernandez	2402 Chaparral St	2402 Chaparral St	Rockport	Tx	78382
19808	Robert & Bette Carruthers	2321 FM 3036	PO Box 873	Yorktown	Tx	78164
65381	Brent Fellman & SaraFellman	2316 Chaparral St	PO Box 1656	Fulton	Tx	78358
70356	Joey & Sandra Jenkins	2320-2324 Chaparral St	2320 Chaparral St	Rockport	Tx	78382
67079	Curt Engel	102 Pecan Harbor St	102 Pecan Harbor St	Rockport	Tx	78382
67078	Alton & Carol Rowe	104 Pecan Harbor ST	104 Pecan Harbor St	Rockport	Tx	78382
67081	Shandra & Edward Glassglow	103 Pecan Harbor St	1531 Whiterock Dr	Midlothian	Tx	76065
67080	Boyd Fuller	101 Pecan Harbor St	319 Bermuda Dr	Rockport	Tx	78382



National Flood Hazard Layer FIRMette



97°35'4"W 28°4'15"N

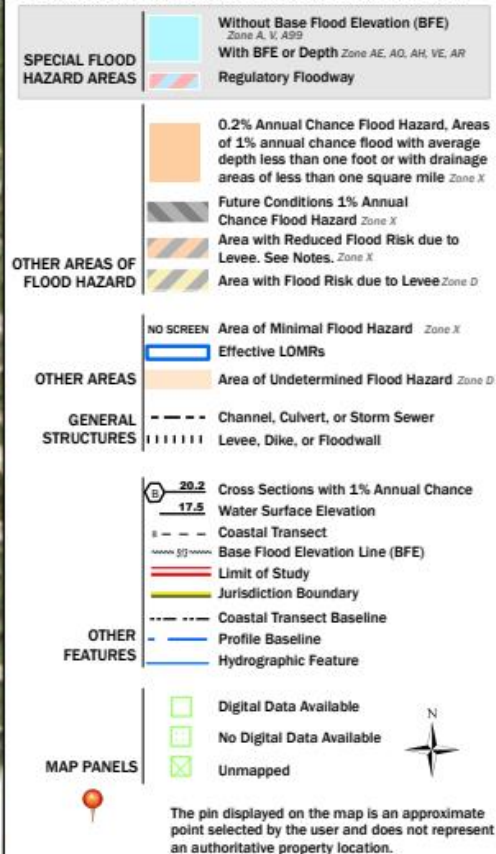


0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

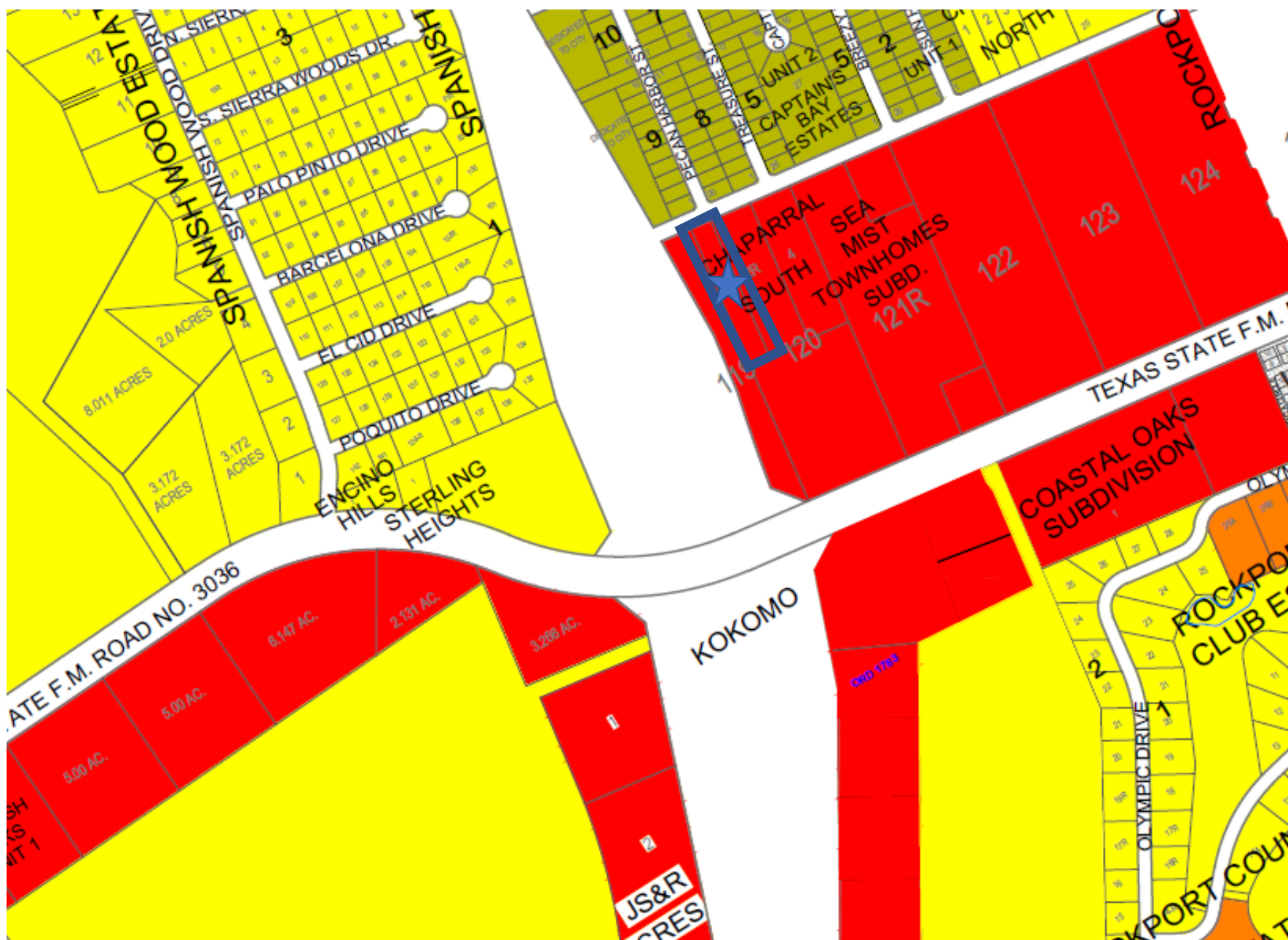
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/1/2022 at 3:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 15

Presentation from Water Quality Specialist from San Patricio Municipal Water District

SUBMITTED BY: Director of Public Works & Building Development Michael S. Donoho, Jr

APPROVED FOR AGENDA: RNM

BACKGROUND: Last Month the City of Rockport was notified by the Texas Commission on Environmental Quality (TCEQ), that we violated the maximum contaminant level for total trihalomethanes by .002 parts per million. Trihalomethanes are a group of volatile compounds that are formed when chlorine added to the water during the treatment process for disinfection, reacts with naturally- occurring organic matter in the water.

TCEQ guidelines require public notification on any contaminant exceedance. Our current levels are below the exceedance and our water supply continues to be safe for consumption and all other related activities.

The City of Rockport was one of four San Patricio Municipal Water District customers to have elevated trihalomethanes.

FISCAL ANALYSIS: NA

RECOMMENDATION: Non-Action Item.



The City of Rockport is required, under TCEQ rule to notify customers when the EPA Maximum Contaminant Level(s) are exceeded. In this instance, we exceeded the quarterly average by .002 parts per million. However, currently our current Maximum Contaminant Level is below the exceedance and our water supply is safe to drink. Please see below the required language.

The Texas Commission on Environmental Quality (TCEQ) has notified the **City of Rockport TX0040002** public water system that the drinking water being supplied to customers has exceeded the Maximum Contaminant Level (MCL) for total trihalomethanes. The U.S. Environmental Protection Agency (U.S. EPA) has established the MCL for total trihalomethanes to be 0.080 milligrams per liter (mg/L) based on a locational running annual average (LRAA) and has determined that it is a health concern at levels above the MCL. Analysis of drinking water in your community for total trihalomethanes indicates a compliance value in **quarter one 2022** of **0.082** mg/L for **DBP2-02**. While the levels still exceed the maximum allowed, the laboratory testing indicates the levels are indeed dropping.

Trihalomethanes are a group of volatile organic compounds that are formed when chlorine, added to the water during the treatment process for disinfection, reacts with naturally-occurring organic matter in the water. In the case of The City of Rockport Water Distribution System, we do not treat the water you receive. The water you receive is treated by San Patricio Municipal Water District prior to delivery to the City of Rockport. As such the City of Rockport has no control over the water treatment process. Once received the City of Rockport then distributes the water to you, our customer. There is, however, the possibility that even though the City of Rockport does not treat or add chemicals a small amount of TTHM formation can take place within the water distribution system.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidney, or central nervous systems, and may have an increased risk of getting cancer.

You do not need to use an alternative water supply. However, if you have health concerns, you may want to talk to your doctor to get more information about how this may affect you.

We are taking the following actions to address this issue:

- City of Rockport has contacted and stays in contact with San Patricio Municipal Water District regarding this very important issue.
- San Patricio Municipal Water District is working to determine the source of the trihalomethanes and take corrective actions.
- Some of the potential corrective actions being considered include:
 - The use of alternative disinfectants.
- City of Rockport has increased water system flushing and will continue until the problems with water treatment and storage is corrected.
- City of Rockport is further evaluating operational changes to the storage tanks and water distribution system to minimize water residence time and thus minimize potential for TTHM development.

Please share this information with all people who drink this water, especially those who may not have received this notice directly (i.e., people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

If you have questions regarding this matter, you may contact **Gene Camargo** at **(361)790-1160**

Posted /Delivered on: 04/01/2022

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 16

Deliberate and act on the Certificate of Appropriateness Application submitted by Donnie Garcia of Magnolia Square LLC to develop a Food Truck Courtyard on the property located at 1001 East Concho Street, Rockport, Aransas County, Texas, otherwise known as Magnolia Street Square Food Court.

SUBMITTED BY: Community Planner Carey Dietrich

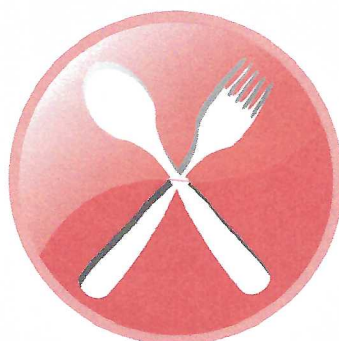
APPROVED FOR AGENDA: RNM

BACKGROUND: Staff is bringing the request to Council as there has been no precedent set for a mobile food trailer courtyard. Also, approval will require a variance for the sense of permanence and the build to zone (BTZ) as stated in the Heritage District regulations. The screening of parking lot and fence screening/landscaping can be attained on the Austin Street side of the property but not on Concho Street side.

FISCAL ANALYSIS: N/A.

RECOMMENDATION: After review of the application and pre-development meeting with Mr. Garcia, staff supports the concept of the Food Truck Courtyard and will support the project as long as all building code requirements are met, all food trucks meet required health and safety standards, and public restrooms are provided. Staff supports the variances required for approval of this Certificate of Appropriateness. There is no precedent set for such a project and while the City does not currently have a mobile food vendor ordinance, there are existing State Health Standards in place that regulate the operations of food trucks.

Magnolia Street Square Food Court



Heritage District
Certification of Appropriateness Application

Heritage District Certificate of Appropriateness Application



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: 1001 E. Concho Street

ACAD Property ID: 61968

Subdivision: Downtown Smith & Wood

Block: 14 Lot: 6-14

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: _____

Property Owner Information

Name: Magnolia Square LLC

Company: _____

Mailing Address: PO Box 939

Rockport TX 78381

Phone: 512-484-0220

Email: Bcarlisle@theccmanagement.com

Signature: _____

Date: 3/31/2022

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

Name: Donnie Garcia

Company: Magnolia Square LLC

Mailing Address: 419 Olympic Drive

Rockport, TX 78382

Phone: 512-801-6201

Email: Donniegrockport@gmail.com

Signature: _____

Date: 3/31/2022

Project Description Summary

Project Name: MAGNOLIA STREET SQUARE FOOD COURT

Use Designation: ☒ Commercial ☐ Residential

Proposed Use/Occupation: Food Courtyard

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

MAGNOLIA STREET SQUARE FOOD COURT

Detailed Description of Project & Scope of Work

PROPOSED USE:

The proposed project would include the clean-up and site preparation of lots (as shown on diagram) to be re-purposed as a "Family Friendly" upscale Food Truck Courtyard. Use of the 6000 sq. ft slab will provide space for aesthetically pleasing Food Trailers. Food court will also include tables & chairs for patrons as well as lighted areas for evening ambiance. Themed courtyard area will be enjoyed for all ages and become a great asset to the Downtown District.

SCOPE OF WORK:

Magnolia Square will start with the preparation of the site area. It will be cleaned and all new electrical lines & Food Truck stations will be set with individual electrical & water lines – as needed to run according to Health Department standards. Construction of the Restroom Facilities will be built to accommodate any/all Handicap requirements. Fencing & ambiance lighting in all areas will be aesthetically pleasing. Seating areas with tables/bench seating will be set for guest comfort. Signage will be constructed to conform to the Downtown requirements. Area will be landscaped to create an inviting & safe area for the comfort of patrons.

MAGNOLIA STREET SQUARE FOOD COURT Project Timeline

Proposed start date: April 15, 2022

Site Prep

Electrical & Plumbing

Construction of Restroom Facility for Patrons (Handicap accessible)

Lighting & Fencing

Food Truck Placements

Proposed Completion:

May 15, 2022 (Opening prior to Memorial Day crowds)

Aransas CAD

Property Search > 61968 MAGNOLIA STREET SQUARE LLC for Tax Year: 2021
Year 2021

Property

Account

Property ID: 61968
Geographic ID: 5550-014-006-000
Type: Real
Property Use Code:
Property Use Description:
Legal Description: Smith And Wood, BLOCK 14, Lot 6 - 14
Zoning:
Agent Code:

Location

Address: 1001 E CONCHO ST
ROCKPORT, TX 78382
Mapsco:
Neighborhood:
Neighborhood CD: Map ID: A-3

Owner

Name: MAGNOLIA STREET SQUARE LLC
Mailing Address: 3416 SCENIC OVERLOOK TRL
AUSTIN TX 78734-4361
UNKNOWN 2020, TX 99999-9999
Owner ID: 131833
% Ownership: 100.000000000000%
Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$270,340	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$270,340	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$270,340	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$270,340	

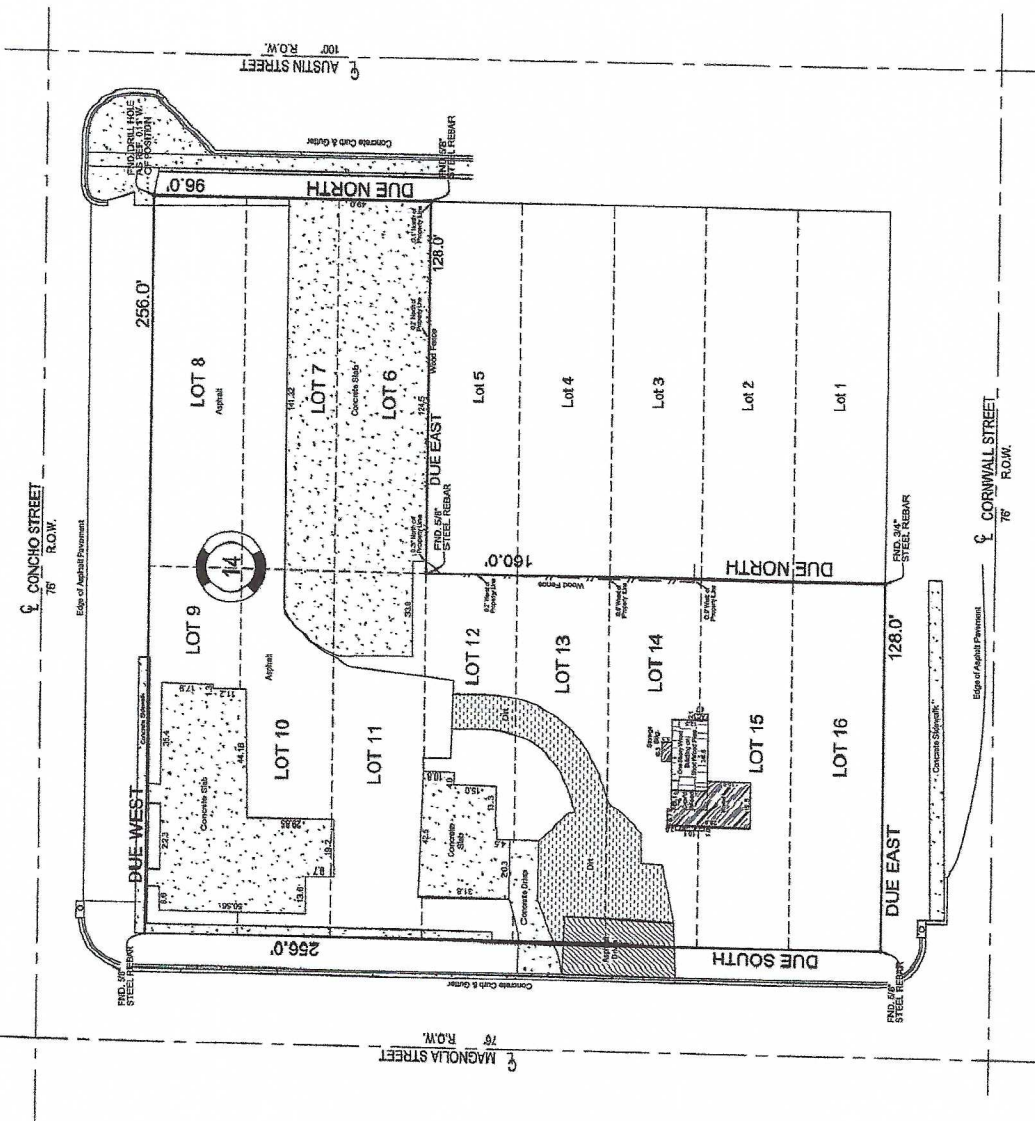
Taxing Jurisdiction

Owner: MAGNOLIA STREET SQUARE LLC
% Ownership: 100.000000000000%
Total Value: \$270,340

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	ARANSAS COUNTY APPRAISAL DISTRICT	0.000000	\$270,340	\$270,340	\$0.00

121



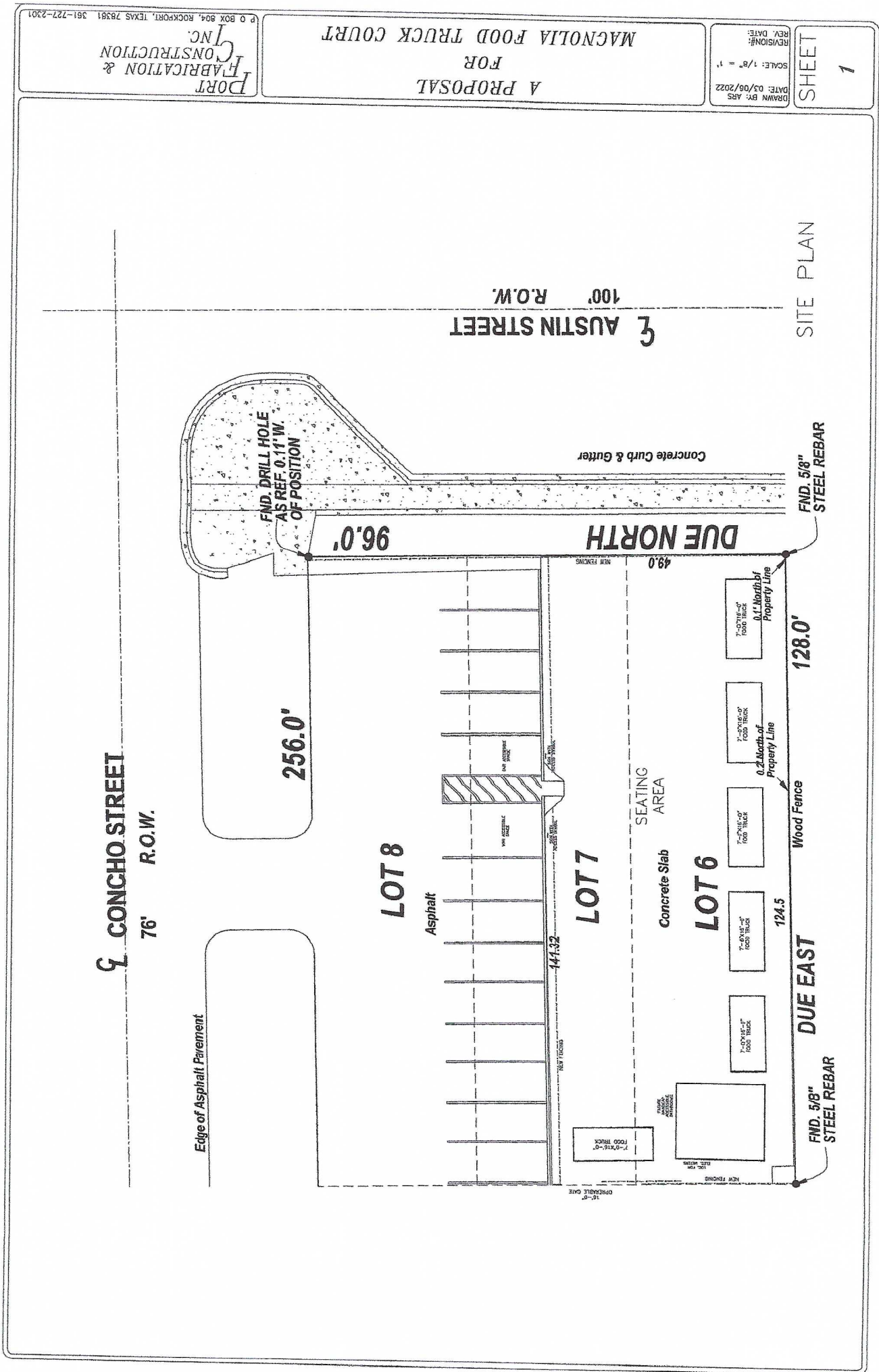


J.L. BRAGG, A LICENSED PROFESSIONAL LAND SURVEYOR
No. 10223
STATE OF TEXAS
My Commission Expires 03/11/2024
I, J.L. BRAGG, being duly sworn, depose and say that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the records of the public records of the State of Texas, and that I am not aware of any fraud or illegality in the execution of the same.

LOT NOS. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16, BLOCK NO. 14
SMITH AND WOOD DIVISION
DEED RECORDS ARANSAS COUNTY, TEXAS,
VOLUME 12, PAGES 232-233
SCALE 1" = 30' MARCH 11, 2019

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, AND THE PLAT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE BOARD OF SURVEYING AND MAPPING. THE SURVEYOR'S SEAL IS A REQUIREMENT FOR THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS. THE SURVEYOR'S SEAL IS A REQUIREMENT FOR THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS. THE SURVEYOR'S SEAL IS A REQUIREMENT FOR THE PLAT TO BE RECORDED IN THE PUBLIC RECORDS.

DATE: March 11, 2019
SCALE: 1" = 30'
FILE NAME: 10031160
Prepared For: David Green
Surveying & Engineering, Inc.
415 S. Loop W., Suite 1000
Houston, Texas 77027
www.surveyinginc.com



PORT FABRICATION & CONSTRUCTION INC.
P O BOX 804, ROCKPORT, TEXAS 78381 361-727-2201

A PROPOSAL
FOR
MAGNOLIA FOOD TRUCK COURT

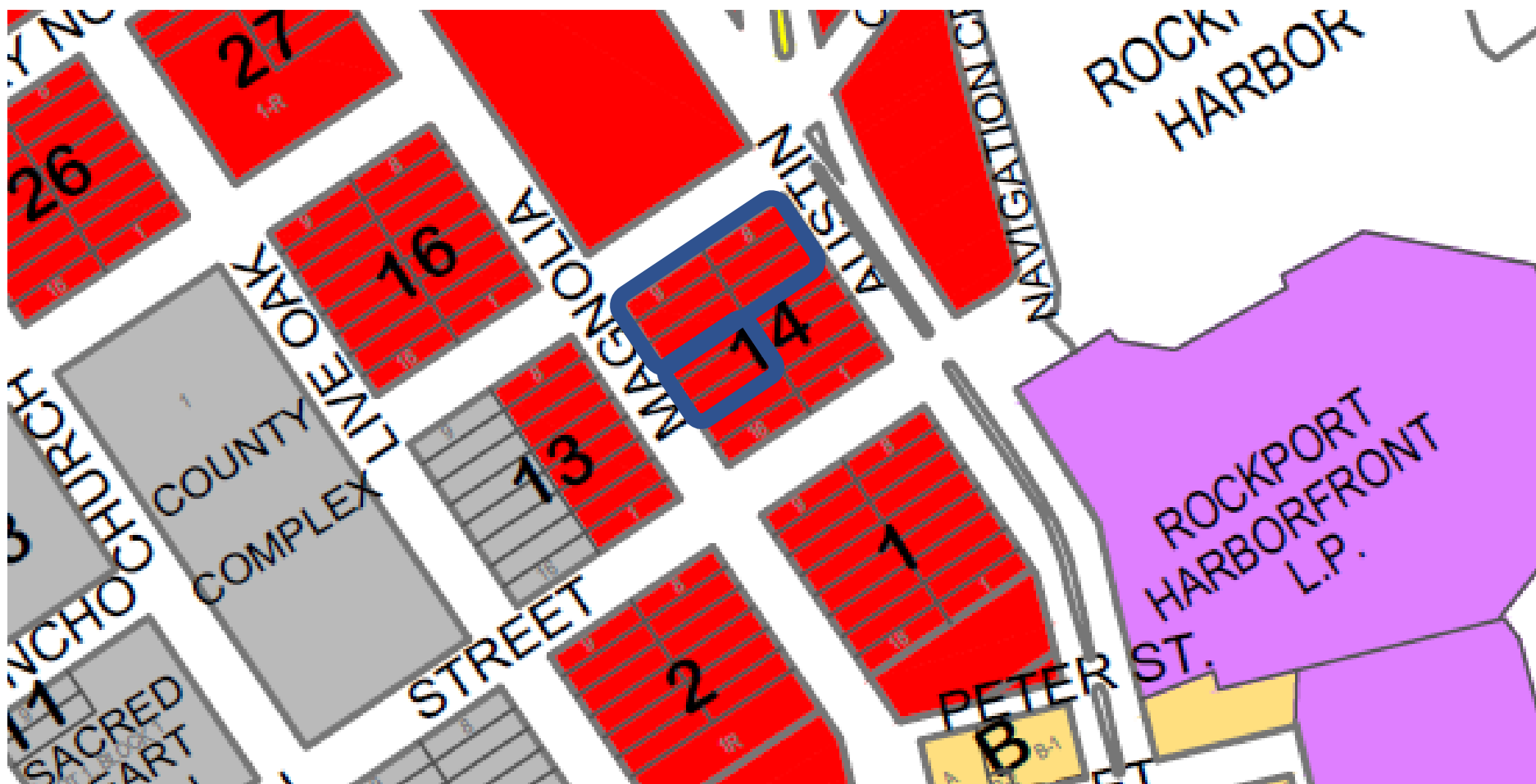
DRAWN BY: ARS
DATE: 03/06/2022
SCALE: 1/8" = 1'
REVISION#:
REV. DATE:

SHEET
1









National Flood Hazard Layer FIRMette



97°3'22"W 28°1'46"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRs
GENERAL STRUCTURES	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
OTHER FEATURES	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/4/2022 at 9:49 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Mobile Food Units (MFU): How to Mobilize Your Food Operation Under DSHS

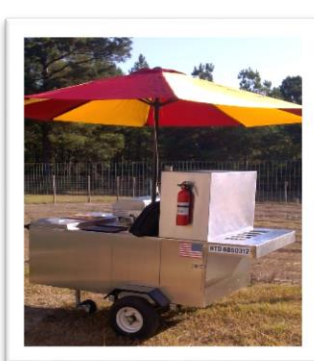
Definition:

According to Texas Food Establishment Rules (TFER), a MFU is a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily moveable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not mean a stand or a booth. A roadside food vendor and pushcart may be licensed as MFUs. [228.2(85)]

Mobile Food Unit



Pushcart



Roadside Vendor



These special provisions, along with TFER references, shall be met before operating:

Establishment:

- The MFU shall be mobile at all times [#30, 228.221 (a)(1) and (3)];
- Like a fixed establishment, the MFU shall be enclosed;
- Shall be protected from entry of pests with tight-fitting doors and windows [#34, 228.174(e)(1)(B) – (C)];
- Walls and ceilings shall be smooth, easily cleanable, and light in color [#45, 228.173(a), (f)(3)];
- Walls and ceilings shall protect against entry of rodents and insects [#34, 228.174(e)(1)(A)];
- Screens (i.e. at ventilation points or windows) shall be at least 16 mesh to 1-inch [#34, 228.174(e)(4)(A)];
- Exterior surfaces shall be of weather-resistant materials [#45, 228.172(b)];
- Pushcarts do not need to be enclosed, but do need overhead protection;
- Roadside vendors do not need to be enclosed.

Smooth and cleanable surfaces



Water:

- Water (hot and cold) under pressure supplied to all sinks permanently installed (this requirement does not apply to roadside food vendors) [228.221(a)(7)];
- Water supply must meet the demands of the operation [#23, 228.143(a) – (c)];
- Potable water tank and fill hose shall be permanently installed, labeled as “potable water” and provided with a ¾-inch or less inlet connection [#32 OR #37, 228.221(a)(8)(A)-(C)];
- Waste retention tank for liquid waste must be 15% larger than the potable water tank, leak proof, and be permanently installed [#44, 228.221(a)(9)(A)-(B)(i)];
- Waste retention tank (labeled as “waste water”) shall be sloped to a drain that is 1 inch in inner diameter and equipped with a shut-off valve [#44, 228.221(a)(9)(B)(ii), (G)];
- Liquid waste connections shall be different in size and type than potable water [#44, 228.221(a)(9)(C)];
- These requirements also apply to pushcarts. They do not apply to roadside vendors [228.221(a)(10)(A)].

Potable Water Tank



Liquid Waste Connection



Potable Water Inlet

**Equipment:**

- Equipment should be adequate to maintain hot and cold Time/Temperature Control for Safety (TCS) foods at required temperatures (41°F or below for cold foods; 135°F or above for hot foods) [#27, 228.221(a)(6)(A)];
- Food contact surfaces of equipment including tables and counters shall be durable, corrosion-resistant and non-absorbent [#32, 228.101(a)(2)];
- MFU's shall only provide single service articles to consumers [#40, 228.221(a)(5)].

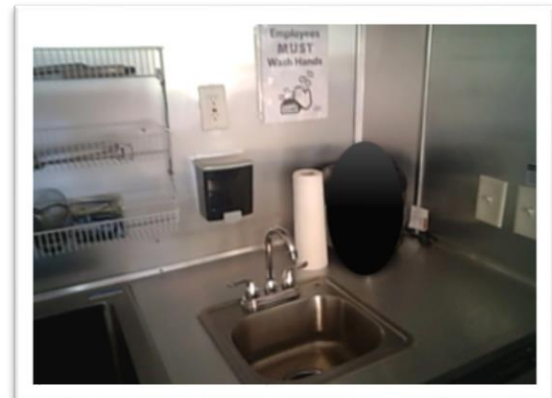
Manual Warewashing and Handwash Sinks:

- At least one handwash sink supplied with soap and hand drying device [#31, 228.221(a)(6)(C)];
- A sink with three compartments for washing, rinsing, and sanitizing of equipment and utensils, along with drain boards for soiled and clean items [#33, 228.221(a)(6)(B)(i)];
- The three compartments must be large enough to submerge the largest utensil or piece of equipment [#33, 228.221(a)(6)(B)(ii)];
- Hot and cold water shall be supplied to all sinks under pressure [#23, 228.143(a)];
- Roadside vendors do not require sinks.

Three-compartment sink



Handwash sink



Restrooms:

- A MFU does not need to be equipped with a restroom;
- Toilet rooms shall be designated and be conveniently located and accessible to employees during all hours of operation [#46, 228.221(a)(11)];

Central Preparation Facility (CPF):

- The MFU shall operate from a CPF or other fixed establishment and shall report to such location for supplies and for cleaning and servicing operations [#45, 228.221(b)(1)];
- The CPF is an approved retail food establishment at which food is prepared, stored, and wrapped; the MFU is supplied with fresh water and ice; wastewater and other liquids are properly disposed; food-contact surfaces or items not capable of being immersed in the MFU utensil-washing sink are cleaned and sanitized [228.2(15)];
- The operator must maintain the most recent inspection of the CPF on the unit at all times [#47, 228.221(a)(4)(C)];
- If the CPF or servicing area is not owned by the MFU operator, then a signed letter of authorization is required [#47, 228.221(a)(4)(B),(D)];

- Use of a private residence as a CPF is prohibited. [#7, 228.174(k)]

Servicing Area:

- A servicing area is a location an MFU shall return regularly for such things as vehicle cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food. No food preparation, service or utensil/warewashing is conducted at a servicing area. [228.2(129)]
- The area shall include overhead protection for any supplying, cleaning or servicing operation. Areas used for water loading and/or wastewater discharge through a closed hose system do not need overhead protection. [#45, 228.221(c)(1)(A)]
- The location for the flushing and drainage of liquid wastes shall be separate from the location provided for potable water servicing and loading of food supplies. [#20, 228.221(c)(1)(B)]
- The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine-laid asphalt and shall be maintained in good repair, kept clean and be graded to drain. [#45, 228.221(c)(1)(D)]
- Potable water servicing equipment shall be installed according to Plumbing Code. [#32, 228.221(c)(1)(E)]
- The servicing area may be separate from the Central Preparation Facility (CPF).
- A servicing area may not be at a private home or living quarters. [#7, 228.174(k)]
- A servicing area is not required where only packaged food is sold and no waste water retention tanks are present [228.221(c)(1)(C)]

Documentation to Have Available for Initial Inspection:

- Certified Food Manager Certification (if there is open handling of Time/Temperature Control for Safety foods) [#21, 228.221(a)(4)(A)];
- CPF authorization (if needed) and most recent facility inspection [#47, 228.221(a)(4)(B),(C)];
- Servicing area authorization (if needed) [#47, 228.221(a)(4)(D)];
- Menu of all food items to be sold [#47, 228.221(a)(4)(E)];
- The MFU must be equipped to successfully pass inspection.

Application and Approval Process

A new MFU license application may be submitted through the mail or online. After the application is processed, a letter will be sent out to the operator to schedule an inspection with the inspector over the designated area. The MFU shall be readily moveable and be ready to come to a location designated by the authority. The unit must be operable at time of inspection without the need of electrical/water source connections, including but not limited to handwash/warewash facilities, refrigeration and wastewater disposal.

***To pass a pre-licensing inspection, a mobile food unit must meet the minimum requirements below. Use the checklist as a brief reference to the MFU requirements:**

Mobile Food Unit Checklist		
	Mobile Food Unit Mobility	A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable, and constructed of corrosion resistant material; structure placed on a trailer shall be permanently affixed.
	Preparation Area Protected	Walls, floors, and ceiling are solid, light in color, smooth and easily cleanable; protect against weather, rodents, insects and other animals.
	Central Preparation Facility (CPF) may include servicing area	Approved by the health department; documentation (letter of authorization) required for approval; most recent inspection maintained on the MFU.
	Servicing Area	Place to fill up potable water and authorized to dispose waste water from the MFU (i.e. approved car wash; RV Park); A private home or living quarters may not be used; letter of authorization
	Potable Water Tank	Water must be from an approved source; permanently installed; tank labeled as "Potable Water" and have a ¾-inch inlet.
	Liquid Waste Retention Tank	least 15% larger than the potable water storage tank, permanently installed, sloped to drain 1-inch in inner diameter and labeled "wastewater".
	Hot and Cold Water	Under pressure and provided to all sinks.
	Handwash Sink	Shall be its own fixture; conveniently located and accessible.
	Three Compartment Sink	Each compartment shall be large enough to clean largest equipment/utensil.
	Hot and Cold Holding Equipment	Adequate to maintain Time / Temperature Control for Safety (TCS) foods at required temperatures.
	Restrooms	Provided; conveniently located.
	Certified Food Manager Certificate	Required if handling open TCS foods.

Mobile food establishment equipment and criteria may vary depending on the type of operation. Refer to the Texas Food Establishment Rules (TFER) for complete information regarding the requirements or contact the PSRFSU at (512) 834-6753 for further information or view our website at www.dshs.texas.gov/foodestablishments.

CITY COUNCIL AGENDA
Regular Meeting: April 12, 2022

AGENDA ITEM: 17

Deliberate and act on first reading of an Ordinance amending the City of Rockport Code of Ordinance, Chapter 66 Offenses and Miscellaneous Provisions, Article IV Sex Offender Residence and Loitering Restrictions and re-coding same into Chapter 13; providing affirmative defenses to the ordinance; providing for penalties and enforcement; providing for severability, repealer, and an effective date.

SUBMITTED BY: Police Chief Greg Stevens

APPROVED FOR AGENDA: RNM

BACKGROUND:

First passed by the Rockport City Council in 2017, the City of Rockport's Sex Offender related ordinances have fallen far out of date and must be updated to meet current laws and the needs of the Rockport community.

The City's legal representatives have reviewed and updated the applicable ordinances and offered the necessary changes, as indicated in backup documents.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommends Council approve the first reading of the Ordinance, as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE ROCKPORT CODE OF ORDINANCES, CHAPTER 66 OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IV SEX OFFENDER RESIDENCE AND LOITERING RESTRICTIONS AND RE-CODIFYING SAME INTO CHAPTER 13; PROVIDING AFFIRMATIVE DEFENSES TO THE ORDINANCE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, The Rockport, Texas (“City”), is a Texas home-rule municipality duly created, established, and possessing the full power of local self-government in accordance with state law, the Texas Constitution, and its Home Rule Charter; and

WHEREAS, the City has a compelling interest in protecting the health, safety and welfare of children by reducing opportunities for sexual predators to come in contact with children; and

WHEREAS, state law does not preempt a home-rule municipality’s ordinance prohibiting registered sex offenders from living within a specified distance from locations where children typically congregate. *See* Tex. Att’y Gen. Op. No. GA-0526 (2007); and

WHEREAS, to protect children from sex offenders, the City Council finds it necessary to create restrictions prohibiting registered sex offenders from residing near places where children gather; and

WHEREAS, the City Council hereby finds and determines that sexual offenders who prey on children are a threat to the public health, welfare, and safety of the citizens of the City; and

WHEREAS, the City Council hereby finds and determines that prohibiting individuals required to register on the Texas Department of Public Safety’s Sex Offender Database from residing near places where children commonly gather will reduce opportunities for sexual offenders to come into contact with children; and

WHEREAS, the City Council hereby finds and determines that the rules and regulations adopted herein promote the public health, welfare, and safety of citizens of the City.

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

Section 1. That the Council does hereby amend the Rockport Code of Ordinances, Chapter 66 Offenses and Miscellaneous Provisions, Article IV Sex Offender Residence and Loitering Restrictions and re-codifies same into Chapter 13 as shown in the attached EXHIBIT A.

Section 2. Any person, firm, corporation or agent who shall violate a provision of the amended Chapter shall be guilty of a misdemeanor, and such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than \$500.00 for each offense.

Section 3. 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 4. 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 5. That all rights and privileges of the City are expressly saved as to any and all violations of the provision of any ordinances repealed or amended by this ordinance which have accrued at the time of the effective date of this Ordinances; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. 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 7. 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 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and **APPROVED** on first reading the 12th day of April 2022, at a regular meeting held by the City Council of the City of Rockport, Texas.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

PASSED, APPROVED, and ADOPTED on second and final reading the ____ day of _____ 2022, at a regular meeting held by the City Council of the City of Rockport, Texas.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

EXHIBIT A

The Rockport Code of Ordinances, Chapter 66 Offenses and Miscellaneous Provisions, Article IV Sex Offender Residence and Loitering Restrictions, is hereby amended and re-codified into Chapter 13 as shown herein. Deletions are shown as strike-through and additions are shown as underscore.

~~ARTICLE IV. SEX OFFENDER RESIDENCE AND LOITERING RESTRICTIONS~~

~~Sec. 66-70. Definitions.~~

The following words, terms, and phrases, when used in this article, shall have the meaning described to them in this article, except where the context clearly indicates a different meaning:

Child means an individual younger than seventeen (17) years of age.

Child-care facility as defined by Human Resources Code § 42.002, and shall include a foster home, a foster group home, a day-care center, a group day-care home, an agency foster group home, and an agency foster home, also defined by Human Resources Code § 42.002.

Child safety zone means private and public preschool, primary and secondary schools, public library, amusement arcades, video arcades, indoor and outdoor amusement centers, park, amusement parks, public or commercial and semi-private swimming pools, child-care facility, public youth soccer, or baseball field, skate park or rink, public or private youth center, movie theater, bowling alley, or offices for child protective services.

Loiter means standing or sitting idly, whether in a vehicle or not, in and around an area.

Park means any land, including improvements to the land, that is administered, operated, or managed by the City of Rockport, County of Aransas, or Aransas County Independent School District, Aransas County Navigation District, State of Texas, or U.S. Government for the use of the public as a recreational area, as well as any land, including improvements to the land, which are privately owned and used frequently by children.

Park safety zone in the context of this article means all city parks, with the exception of cemeteries and golf courses.

Residence means a place where a person abides, lodges or resides for fourteen (14) or more consecutive days, a place where a person abides, lodges or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges or resides for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

School means a private or public elementary or secondary school.

Sex offender means an individual who has been convicted of or placed on deferred adjudication for a sexual offense involving a child for which the individual is required to register as a sex offender under chapter 62, Texas Code of Criminal Procedure.

(Ord. No. 1679, § 1, 4-25-17)

Sec. 66-71. — Sex offender residency restrictions; measurements; culpable mental state not required.

(a) — ~~It is unlawful for a sex offender to establish a residence within one thousand (1,000) feet of a child safety zone.~~

(b) — ~~It is unlawful for a sex offender to establish a residence within one thousand (1,000) feet of a residence of another sex offender.~~

(c) — ~~The distance of one thousand (1,000) feet shall be measured on a straight line from the closest boundary line of the sex offender's residence to the closest boundary line of the child safety zone or residence of another sex offender.~~

(d) — ~~Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this section.~~

(Ord. No. 1679, § 1, 4-25-17)

Sec. 66-72. — Exceptions.

A person does not commit an offense under [section 66-71](#) if the person:

(1) — ~~Is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution located within one thousand (1,000) feet of the real property comprising a child safety zone;~~

(2) — ~~Has established and continues to maintain the residence prior to the effective date of this article;~~

(3) — ~~Has established and continues to maintain the residence prior to the effective date of this article and, subsequently, a child safety zone is constructed or located within one thousand (1,000) feet of the sexual offender's residence;~~

(4) — ~~Is under eighteen (18) years of age or a ward under a guardianship who resides with a parent or guardian;~~

(5) — ~~Has been exempted by a court order from registration as a sex offender under chapter 62, Texas Code of Criminal Procedure; or~~

(6) — ~~Has had the offense for which the sex offender registration was required, reversed on appeal, or pardoned.~~

(Ord. No. 1679, § 1, 4-25-17)

Sec. 66-73. — Sex offender entry and loitering restrictions.

(a) — ~~It is an offense for a sex offender to intentionally or knowingly enter a park safety zone.~~

(b) — ~~It is an offense for a sex offender to intentionally or knowingly loiter within three hundred (300) feet of a park safety zone.~~

(Ord. No. 1679, § 1, 4-25-17)

Sec. 66-74. — Penalties.

(a) — ~~A person who violates any of the provisions of this article shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed five hundred dollars (\$500.00) for each offense, and each day such violation shall continue or exist, shall be deemed a separate offense.~~

(b) — ~~The penal provisions imposed under this section shall not preclude the city from filing suit to enjoin a violation of this section. The city shall retain all legal rights and remedies available to it pursuant to local, state and federal law.~~

(Ord. No. 1679, § 1, 4-25-17)

~~Sec. 66-75. — Civil enforcement.~~

~~Pursuant to section 54.016 of the Texas Local Government Code, the city may obtain against any person in violation of [section 66-71](#) a temporary or permanent injunction together with attorney's fees and court costs, as appropriate, that:~~

- ~~(1) — Prohibits any conduct that violates any provision of this article that relates to any matter specified above; or~~
- ~~(2) — Compels the specific performance of any action that is necessary for compliance with any provision of this article that relates to any matter specified above.~~

Chapter 13 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE I. – IN GENERAL

Sec. 13-7. – Sex Offender Residency

- (a) Definitions. For the purpose of this article, the following terms, words, and the derivations thereof shall have the meanings given below:

- (1) Database means the Texas Department of Public Safety's Sex Offender Database.
- (2) Day care center shall mean a facility licensed by the State of Texas, which provides care, training, education custody, treatment, or supervision for children for less than twenty-four (24) hours a day.
- (3) Minor, Child or Children shall mean any person younger than 17 years of age.
- (4) Permanent residence shall mean a place where a person abides, lodges, or resides for (14) or more consecutive days.
- (5) Premises means real property and all buildings and appurtenances pertaining to the real property.
- (6) Premises where children commonly gather includes all improved and unimproved areas on the lot where a public park, public playground, private or public school, public or semi-public swimming pool, public or non-profit recreational facility, golf course, day care center or video arcade facility is located, as those terms are or may be defined in V.T.C.A., Health and Safety Code § 481.134, as amended.
- (7) Temporary residence shall mean a place where a person abides, lodges or resides for a period of (14) or more days in the aggregate during any calendar year, and which is not the person's permanent address, or a place where a person routinely abides, lodges, or resides for a period of four or more consecutive or

nonconsecutive days in a month and which is not the person's permanent residence.

(b) Offenses.

(1) It is unlawful for a person to establish a permanent or temporary residence on a premise within 1,500 feet of any premises where children commonly gather if the person is required to register on the Database because of a conviction(s) involving a minor.

(2) It is unlawful to knowingly lease, rent, or otherwise provide any premises or portion of a premise for the purpose of a temporary or permanent residence, to any person prohibited from establishing such temporary or permanent residence pursuant to the terms of this section, if such premises or portion thereof is located within 1500 feet of any premises where children commonly gather.

(c) Evidentiary matters; measurements.

(1) It shall be prima facie evidence that this article applies to a person if that person's record appears on the Database and the Database indicates that the victim was a minor as defined herein.

(2) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the premise used for permanent or temporary residence to the nearest property line of the premise where children commonly gather, as described herein above, or, in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.

(3) A map depicting the prohibited areas shall be maintained by the City. Said map must be available to the public for inspection at the police department.

(d) Culpable mental state not required. A culpable mental state is not required for any offense defined by this article, unless provided specifically therein.

(e) Affirmative defenses. It is an affirmative defense to prosecution under this article that any of the following conditions apply:

(1) The person required to register on the Database established the permanent or temporary residence and has complied with all of the sex offender registration laws of the state prior to the date of the adoption of this article.

(2) The person required to register on the Database was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.

- (3) The person required to register on the Database is a minor.
- (4) The premises where children commonly gather, as specified herein, within 1,500 feet of the permanent or temporary residence of the person required to register on the Database was opened after the person established the permanent or temporary residence and complied with all state sex offender registration laws.
- (5) The information on the Database is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the Database.
- (6) The person was at the time of the violation subject to community services supervision pursuant to article 42A.453 of the Texas Code of Criminal Procedure, as amended, and the court modified the child free zone under article 42A.453(e)(1)-(2) of the Texas Code of Criminal Procedure, as amended, as it applies to the person's residence.
- (f) *Penalty.* A person who violates any of the provisions of this article shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$500.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.
- (g) *Civil Action.* The penal provisions imposed under this section shall not preclude the city from filing suit to enjoin a violation of this section. The city shall retain all legal rights and remedies available to it pursuant to local, state and federal law.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 18

Deliberate and act on first reading of an Ordinance amending Article 4 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 520 West Market Street; also known as Lot 8R, Block 73, Smith and Wood Division, City of Rockport, Aransas County, Texas, to B-1 (General Business District) to allow the development of an office space with storage; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUBMITTED BY: Community Planner / Carey Dietrich

APPROVED FOR AGENDA: RNM

BACKGROUND: Property owner Travis Kelly purchased this property with the intention of developing a small office space with storage on the property for future investment. The property is surrounded on three sides by other commercial businesses and a single-family dwelling on the north side, and it fronts St Hwy 1069, otherwise known as W Market Street.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, March 5, 2022 edition and mailed out to sixteen (16) property owners within a 200-foot radius of the property. No letters For and Two (2) letters Against the request have been received but do not constitute 20% of the property within the 200' boundary and, therefore a super-majority vote from City Council would not be required to approve this rezone.

The Planning & Zoning Commission met on Monday, April 4, 2022, and voted to recommend approval.

Please see the accompanying zoning change request application and Section 118-15 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff and Planning & Zoning Commission recommends approval of the first 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 520 West Market Street; also known as Smith and Wood Division, Block 73, Lot 8R, City of Rockport, Aransas County, Texas, to B-1 (General Business District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

ORDINANCE NO. ____

AN ORDINANCE AMENDING ARTICLE 4 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 520 WEST MARKET STREET; ALSO KNOWN AS LOT 8R, BLOCK 73, SMITH AND WOOD DIVISION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS; TO B-1 (GENERAL BUSINESS DISTRICT) TO ALLOW THE DEVELOPMENT OF AN OFFICE SPACE WITH STORAGE; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On March 4, 2022, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on March 7, 2022, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on March 5, 2022, the City caused to be published "Notice of Joint Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on March 22, 2022, at 6:30 p.m., the Rockport City Council and the Planning & Zoning Commission did hold a Joint Public Hearing; and

WHEREAS, on April 4, 2022, the Planning & Zoning Commission did meet and said Commission voted to recommend to City Council to accept and approve this request to re-zone property, located at 520 W. Market Street from R-1 (1st Single Family Dwelling District) to B-1 (General Business District) to allow the development of an office space with storage.

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

SECTION 1 – AMENDMENT

That, pursuant to Article 4 of the City of Rockport Zoning Ordinance Number 1027, the current zoning of land located at 520 West Market Street; also known as Smith and Wood Division, Block 73, Lot 8R, City of Rockport, Aransas County, Texas; be changed from R-1 (1st Single Family Dwelling District) to B-1 (General Business District).

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading the 12th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this ____ day of _____ 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary



JOINT PUBLIC HEARING

Rockport City Council and Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, March 22, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request to rezone property located at 520 West Market Street; also known as Smith and Wood Division, Block 73, Lot 8-R, City of Rockport, Aransas County, Texas, to B-1 (General Business District) to develop office and warehouse space; currently zoned R-1 (1st Single Family Dwelling District).

The meeting will be held in person 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 Planning & Zoning Commission and City Council. Members of the public can participate in the meeting remotely by using the ZOOM address that will be provided on the City Council Agenda of March 22, 2022, and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Joint Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>, or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The Mayor will read the comments and they will be summarized in the minutes of the meeting.

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

POSTED the 28th day of February 2022, on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Saturday, March 5, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


Teresa Valdez, City Secretary

STAFF REPORT

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



PROPERTY ADDRESS/LOCATION

520 W Market

APPLICANT/PROPERTY OWNER

Travis Kelly, Owner

PUBLIC HEARING DATE

Tuesday, March 22, 2022

P&Z DATE

Monday, April 4, 2022

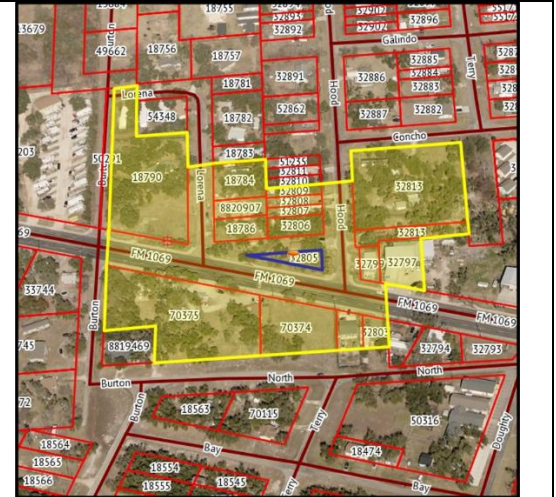
CITY COUNCIL DATE(S)

1st Reading - Tuesday, April 12, 20222nd Reading - Tuesday, April 26, 2022

BRIEF SUMMARY OF REQUEST

Mr. Kelley desires to build a small office space with storage on the property for future investment. The rezone request began in September 2021; however, Mr. Kelley realized some property description inconsistencies. In order to correct these inconsistencies Mr. Kelley had the property re-platted from "a Portion of Fractional Tract "A", also called a portion of Lot 8, Block 73, Smith & Wood Division and the south ½ of Cornwall St to one Lot known as Lot 8-R, Block 73, Smith & Wood Subdivision, Rockport, Aransas County, Texas

A public notice regarding this item was published in The Rockport Pilot in the Saturday, March 5, 2022, edition and mailed out to sixteen (16) property owners within a 200-foot radius of the property. No letters For or Against the request have been received.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 1 st Single Family Dwelling District	Vacant Property	North: R-1 1 st Single-Family Dwelling with single family dwellings and vacant land South: R-1 1 st Single-Family Dwelling (vacant land) and B-1 General Business District with commercial use East: B-1 General Business District with commercial use West: R-1 1 st Single-Family Dwelling (vacant land)	To develop an office space with retail sales strip center	.8219 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

Any future development will meet all setback requirements of the B-1 General Business District if approved.

The Current Future Land Use Map suggests Retail / Service / Professional Commercial

PROPERTY HISTORY

The property is not in a Special Flood Hazard Area.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

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

A. REQUESTING: Rezoning ☒ Special Permit ☐

Planned Unit Development (P.U.D.) by Special Permit ☐

B. ADDRESS AND LOCATION OF PROPERTY 520 W Market Street
Rockport

C. CURRENT ZONING OF PROPERTY: R1

D. PRESENT USE OF PROPERTY: Vacant Land

E. ZONING DISTRICT REQUESTED: B1

F. SPECIAL USE REQUESTED: _____

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

• Lot or Tract 8-R Block 73

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

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

H. NAME OF PROPOSED DEVELOPMENT (if applicable) NA

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): .146 Acres 6380 ft²

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

Wanting to Rezone in order to Build small office
Spec on the property

K. OWNER'S NAME: (Please print) Travis Kelley
 ADDRESS: 2124 St Charles
 CITY, STATE, ZIP CODE: Portland Tx 78374
 PHONE NO 361-633-8303

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

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

YES _____ NO _____

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: 
 (Owner or Representative)

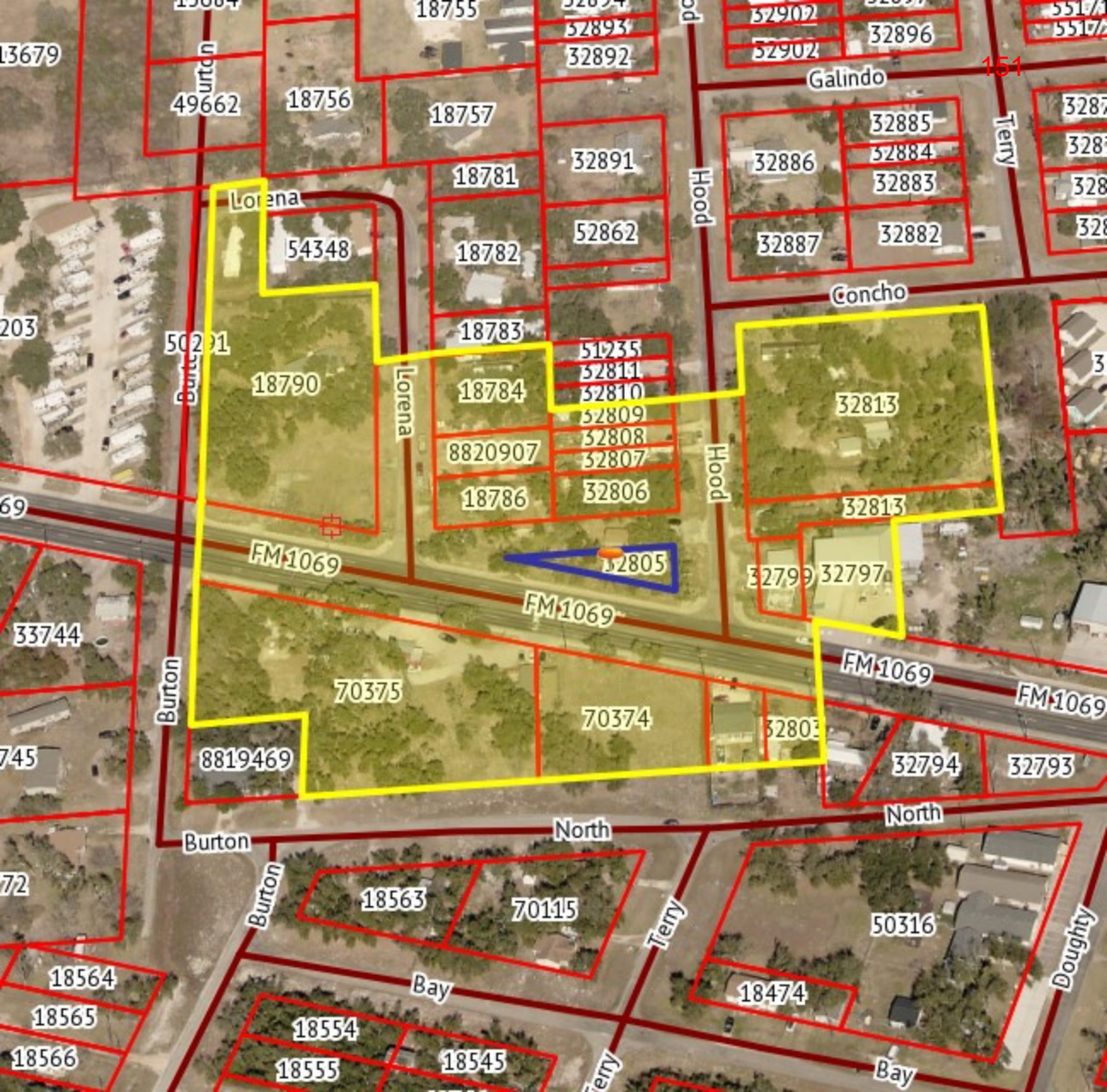
(FOR CITY USE)

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

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

If rejected, reasons why: _____

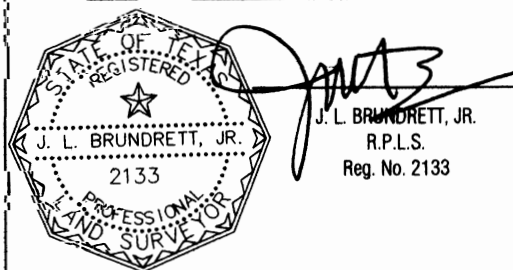
Receipt No. _____



V017 PG 196

Surveyor CertificationState of Texas
County of Aransas

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

This the 22 day of NOVEMBER, A.D., 2021.**Owner Certification**State of Texas
County of San Patricio

TRAVIS KELLEY

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

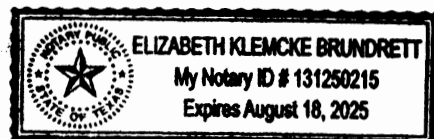
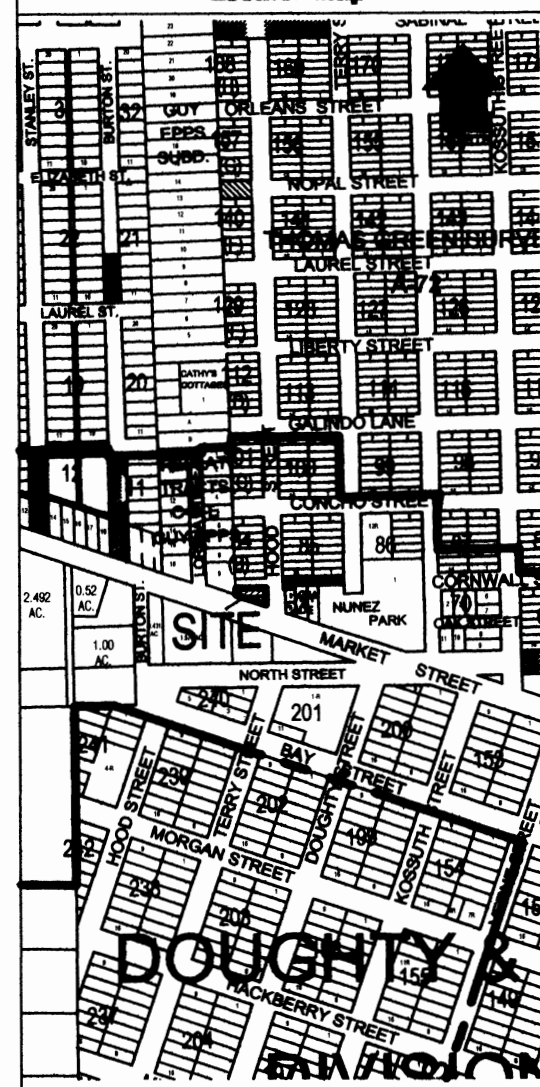
This the 14th day of December, A.D., 2021.

TRAVIS KELLEY
State of Texas
County of Aransas

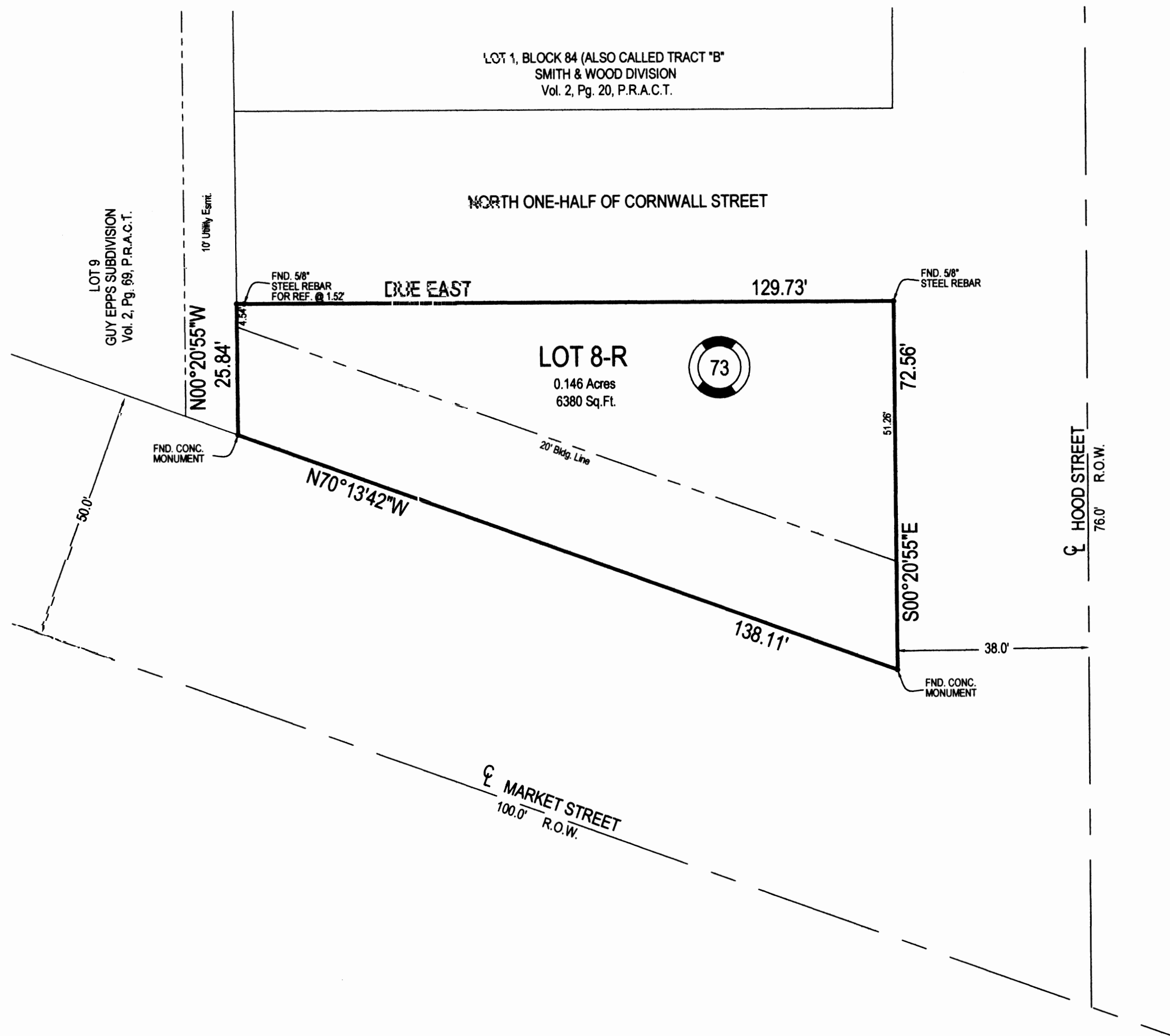
This instrument was acknowledged before me by:

TRAVIS KELLEY

This the 14th day of December, A.D., 2021.

Notary Public in and for the State of Texas
**Locator Map**

FILE NAME: REPLATS/ROCKPORT/SMITH & WOOD, B25, 15RR_16RR



Final Plat of:

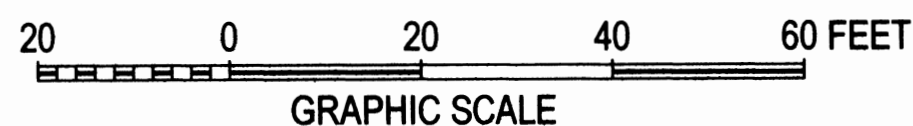
LOT 8-R,
BLOCK 73
SMITH AND WOOD
DIVISION

CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS,

BEING A REPLAT OF 0.146 ACRES EMBRACING A PORTION OF FRACTIONAL TRACT "A", ALSO CALLED PORTION OF LOT 8, BLOCK 73, SMITH AND WOOD DIVISION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 95, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, AND THE SOUTH ONE-HALF OF CORNWALL STREET LOCATED BETWEEN BLOCK 84 AND BLOCK 73, SMITH AND WOOD DIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 20, PLAT RECORDS OF ARANSAS COUNTY, TEXAS.

SCALE 1" = 20'

NOVEMBER 10, 2021

**Planning & Zoning Commission**State of Texas
County of Aransas

This plat of the herein described property is approved for filing of record in Aransas County, Texas, by the Planning and Zoning Commission of Rockport, Texas, in accordance with the Land Subdivision Ordinance of Rockport, Texas, and Vernon's Ann Civ. Statute, Article 974A.

This the 21st day of DEC, A.D. 2021.

Chair

Secretary
Firm Name and Address

Griffith & Brundrett
Surveying & Engineering Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381
Phone: 361-729-6479
Fax: 361-729-7933
Email: jerry@gbssurveyor.com
Website: www.gbssurveyor.com

TBPELS FIRM NO. 10004800

Flood Data

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

Flood Zone "X", Base Elevation N/APanel No. 0240GCommunity No. 485504

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

SUBJECT TO CHANGE BY FEMA.

Notes

- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett."
- 2) Plat bearing along the North boundary line, centerline of Cornwall Street, used for directional control.
- 3) Total platted area contains 0.146 acres or 6,380 square feet of land.
- 4) Property falls within City Limits and must comply with all city codes, regulations and set backs.

County Clerk's CertificationState of Texas
County of Aransas

I, Carrie Arrington, Clerk of the County Court in and for Aransas County, Texas, do hereby certify that the foregoing instrument of writing dated the 10th day of November, A.D. 2021.

with its certificate of authentication was filed for record in my office the 26th day of January, A.D. 2022.

at 10:13 o'clock A. m. and duly recorded the 26th day of January, A.D. 2022, at 10:13 o'clock AM in the Plat Records of Aransas County.

Texas in Volume 7, Page 196

Witness my hand and seal of the County Court, in and for Aransas County, Texas, at Rockport, Texas, the day and year last written above.

CARRIE ARRINGTON

Deputy

Clerk's File No. **388819**

V017 PG 196



REQUEST FOR UTILITIES AVAILABILITY

REQUIRES UPDATE IF NOT COMPLETED WITHIN 30 DAYS

DATE OF REQUEST 06/04/2021 CLERK Joanna Zamudio

CUSTOMER NAME HERBERT MATHISEN - REALTOR

PROPERTY ADDRESS 520 W MARKET

LEGAL DESCRIPTION SMITH & WOOD, BLK 73 LOT 6

PHONE NUMBER 361-729-2256 EMAIL HERBMATHISEN@YAHOO.COM

CIRCLE UTILITY TO BE VERIFIED



WATER



SEWER



GAS

PLEASE SUPPLY LOCATION OF EXISTING WATER / SEWER LINE _____

Ad 6-7-21

****REQUIRES
STANDARD FEES**

**** NON-STANDARD
FEES APPLY**

**** REQUIRES
ENGINEERING**

WATER

☒
☐
☐

SEWER

☒
☐
☐

~~WATER HEATER~~

~~OVEN~~
~~RANGE~~ **GAS**

☐
☐
☐

****Standard Fees:** See attached form for standard utility fees. Additional fees may apply, those fees may be obtained by contacting the City of Rockport Utilities Dept. at 402 E. Laurel St., or 361-729-2213 Ext. 234

****Non Standard Fees Apply:** It will be necessary to pay a \$50.00 estimate fee at City of Rockport Utilities Department, 402 E. Laurel St, prior to continuing research. Estimate good for 30 days.

****Requires Engineering:** It is the customer's responsibility and expense to speak with a civil engineer of their choice to determine the feasibility of connecting to city services.

Costs are based on current fee schedule

REFUND DEPOSIT

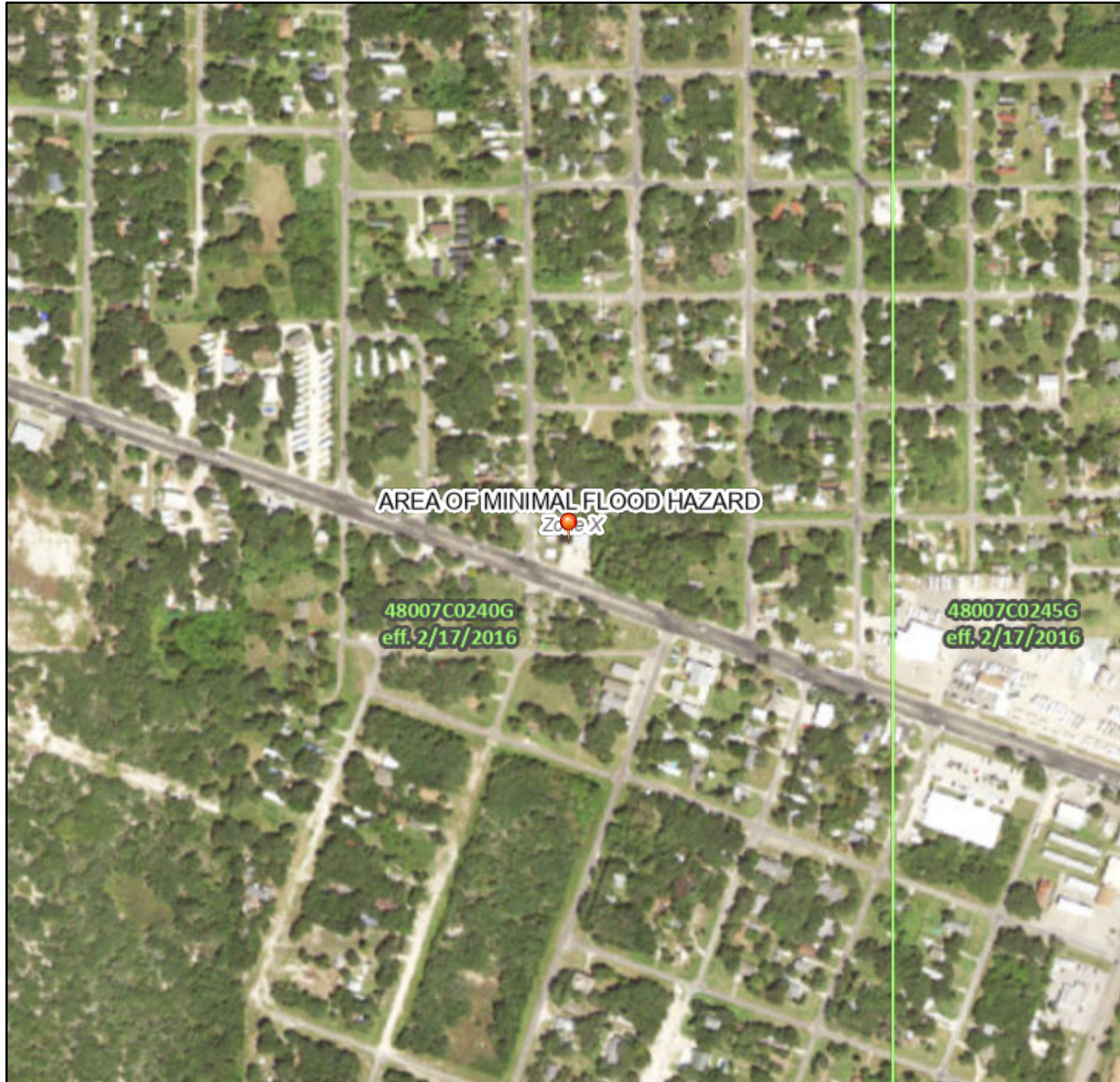
SIGNATURE _____

DATE _____

National Flood Hazard Layer FIRMette



97°4'15"W 28°1'43"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

97°3'37"W 28°1'12"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

154

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/14/2022 at 2:34 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 19

Deliberate and act on first reading of an Ordinance amending Article 4 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land located at 1702 Eighteenth Street; also known as Lot 103, Block 250, Foor & Swickheimer Subdivision, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to R-5 (2nd Multi Family Dwelling District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUBMITTED BY: Community Planner / Carey Dietrich

APPROVED FOR AGENDA: RNM

BACKGROUND: Property owner Robby Varner desires to build approximately six (6) long-term single-family home rentals on his property fronting 18th St. His request to rezone his property to R-5 Second Multi Family Dwelling District is to allow the dwellings to be built without re-platting as city sewer service is not available and will require septic systems which have an acreage requirement.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, March 5, 2022, edition and mailed out to nine (9) property owners within a 200-foot radius of the property. No letters For and One (1) letter Against the request has been received which does constitute 20% or more of the property within the 200' boundary and, therefore, **a super-majority vote from City Council would be required to approve this rezone.**

The Planning & Zoning Commission met on Monday, April 4, 2022, and voted unanimously to recommend approval.

Please see the accompanying zoning change request application and Section 118-15 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff and Planning & Zoning recommends approval of the first reading of an Ordinance amending Article 4 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land located at 1702 Eighteenth Street; also known as Lot 103, Block 250, Foor & Swickheimer Subdivision, City of Rockport, Aransas County, Texas, from R-1 (1st Single Family Dwelling District) to R-5 (2nd Multi Family Dwelling District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

ORDINANCE NO. ____

AN ORDINANCE AMENDING ARTICLE 4 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND LOCATED AT 1702 EIGHTEENTH STREET; ALSO KNOWN AS LOT 103, BLOCK 250, FOOR & SWICKHEIMER SUBDIVISION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, FROM R-1 (1ST SINGLE FAMILY DWELLING DISTRICT) TO R-5 (2ND MULTI FAMILY DWELLING DISTRICT) TO ALLOW THE DEVELOPMENT OF APPROXIMATELY SIX (6) LONG-TERM SINGLE-FAMILY HOME RENTALS; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On March 4, 2022, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on March 7, 2022, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on March 5, 2022, the City caused to be published "Notice of Joint Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on March 22, 2022, at 6:30 p.m., the Rockport City Council and the Planning & Zoning Commission did hold a Joint Public Hearing; and

WHEREAS, on April 4, 2022 the Planning & Zoning Commission did meet and said Commission voted to recommend to City Council to accept and approve this request to re-zone property, located at 1702 18th Street from R-1 (1st Single Family Dwelling District) to R-5 (2nd Multi Family Dwelling District) to allow the development of approximately six (6) long-term single-family home rentals.

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

SECTION 1 – AMENDMENT

That, pursuant to Article 4 of the City of Rockport Zoning Ordinance Number 1027, the current zoning of land located at 1702 18th Street; also known as Swickheimer, Block 250, Lot 103, City of Rockport, Aransas County, Texas; be changed from R-1 (1st Single Family Dwelling District) to R-5 (2nd Multi Family Dwelling District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading the 12th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this ____ day of _____ 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary



JOINT PUBLIC HEARING
Rockport City Council
and
Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, March 22, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request to rezone property located at 1702 Eighteenth Street; also known as Lot 103, Block 250, Foor & Swickheimer Subdivision; being 9.99 acres, City of Rockport, Aransas County, Texas, to R-5 (2nd Multi-Family Dwelling District) to develop 6-8 residential houses for long term rental; currently zoned R-1 (1st Single Family Dwelling District).

The meeting will be held in person 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 Planning & Zoning Commission and City Council. Members of the public can participate in the meeting remotely by using the ZOOM address that will be provided on the City Council Agenda of March 22, 2022 and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Joint Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>, or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The Mayor will read the comments and they will be summarized in the minutes of the meeting.

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

POSTED the 2nd day of March 2022, on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Saturday, March 5, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


 Teresa Valdez, City Secretary

STAFF REPORT

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



PROPERTY ADDRESS/LOCATION
 1702 18th St

APPLICANT/PROPERTY OWNER
 Robby Varner, Owner

PUBLIC HEARING DATE
 Tuesday, March 22, 2022

P&Z DATE
 Monday, April 4, 2022

CITY COUNCIL DATE(S)
 1st Reading - Tuesday, April 12, 2022
 2nd Reading - Tuesday, April 26, 2022

BRIEF SUMMARY OF REQUEST

Mr. Varner desires to build approximately six (6) long-term single-family home rentals on his property fronting 18th St. His request to rezone his property to R-5 Second Multi Family Dwelling District is to allow the dwellings to be built without re-plating as city sewer facility is not available and will require septic systems which have an acreage requirement.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, March 5, 2022, edition and mailed out to sixteen (16) property owners within a 200-foot radius of the property. No letters For or Against the request have been received.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 1 st Single Family Dwelling District	Vacant Property	North: R-1 1st Single-Family Dwelling with an RV/Mobile Home Park South: R-1 1 st Single-Family Dwelling (vacant land) East: R-1 1st Single-Family Dwelling with a single-family dwelling and manufactured home dwellings West: B-1 General Business District with manufactured home dwelling	To develop approximately six (6) long-term single-family home rentals	9.99 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

Any future development will meet all setback requirements of the R-5 Second Multi Family Dwelling District

The Current Future Land Use Map does not include the area of 18th Street.

PROPERTY HISTORY

The property is not in a Special Flood Hazard Area.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO
STANDARDS

OTHER (DESCRIBE)

January 20, 2022

City of Rockport:

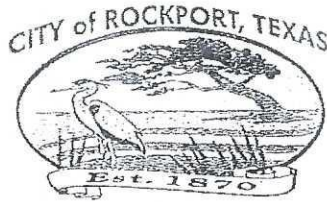
Attached is a proposed plan and purpose for the rezoning of my property. My intent is to build 6 to 8 new 750 square foot housing units, not for sale, but for long term rental along the 18th street frontage, and my future personal home toward the back.

The current zoning of the 10 acre tract is R1. The properties to the west of me all the way to Hwy 35 are currently zoned B1 including The Dollar Floor Store and what I believe is a yard for Green Willie's. Across from me, and one property to the east is being operated under conditional 1 used as Texas Throne Port-o-Can, as well as RV spots along the 18th frontage. Directly behind me to the North is what I have been told is called Twin Lake RV Park which borders an additional B1 property on Hwy 35 frontage.

I would like to build new rental homes. No trailers or RVs.

Thank you for your consideration.

Robby Varner



**CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION**

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

- A. REQUESTING: Rezoning ☒ Conditional Permit ☐
Planned Unit Development (P.U.D.) by Conditional Permit ☐
- B. ADDRESS AND LOCATION OF PROPERTY 1702 18th St.
Rockport Tx 78382
- C. CURRENT ZONING OF PROPERTY: R1
- D. PRESENT USE OF PROPERTY: R1
- E. ZONING DISTRICT REQUESTED: R5
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract 103 Block 250
 - Tract Foor & Shwickheimer of the NA
Survey as per metes and bounds (field notes attached)
 - If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.
- H. NAME OF PROPOSED DEVELOPMENT (if applicable) NA
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 10 Acres
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
Attached is proposed Plan

K. OWNER'S NAME: (Please print) Robby Varner
 ADDRESS: 420 W Linden
 CITY, STATE, ZIP CODE: Rockport Tx 78382
 PHONE NO 361-205-0532

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

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

YES ✓ NO _____

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: _____

(Owner or Representative)

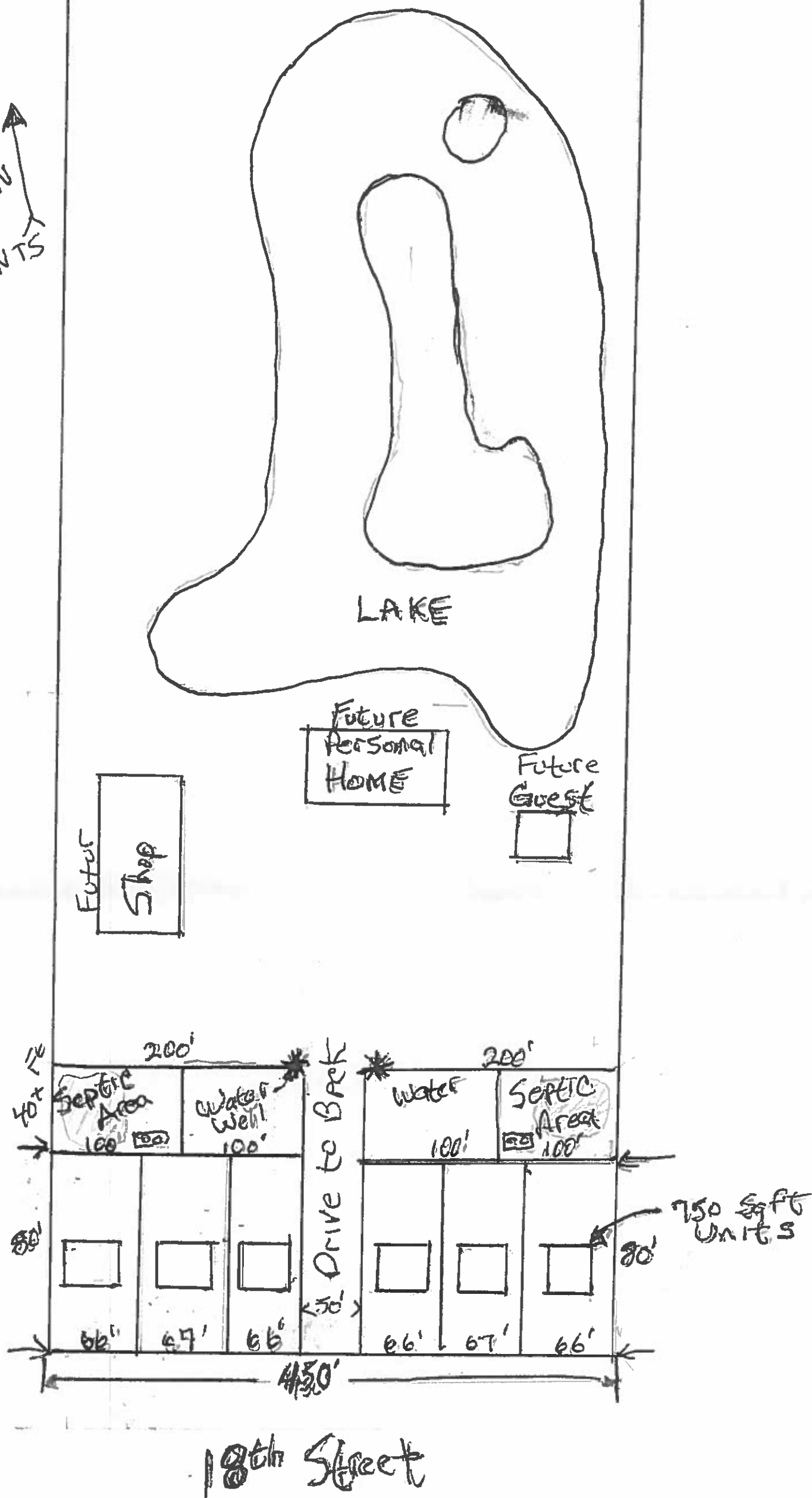
(FOR CITY USE)

Received by: MB Date: 3-2-22 Fees Paid: \$ 250.00 ck# 1077

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

If rejected, reasons why: _____

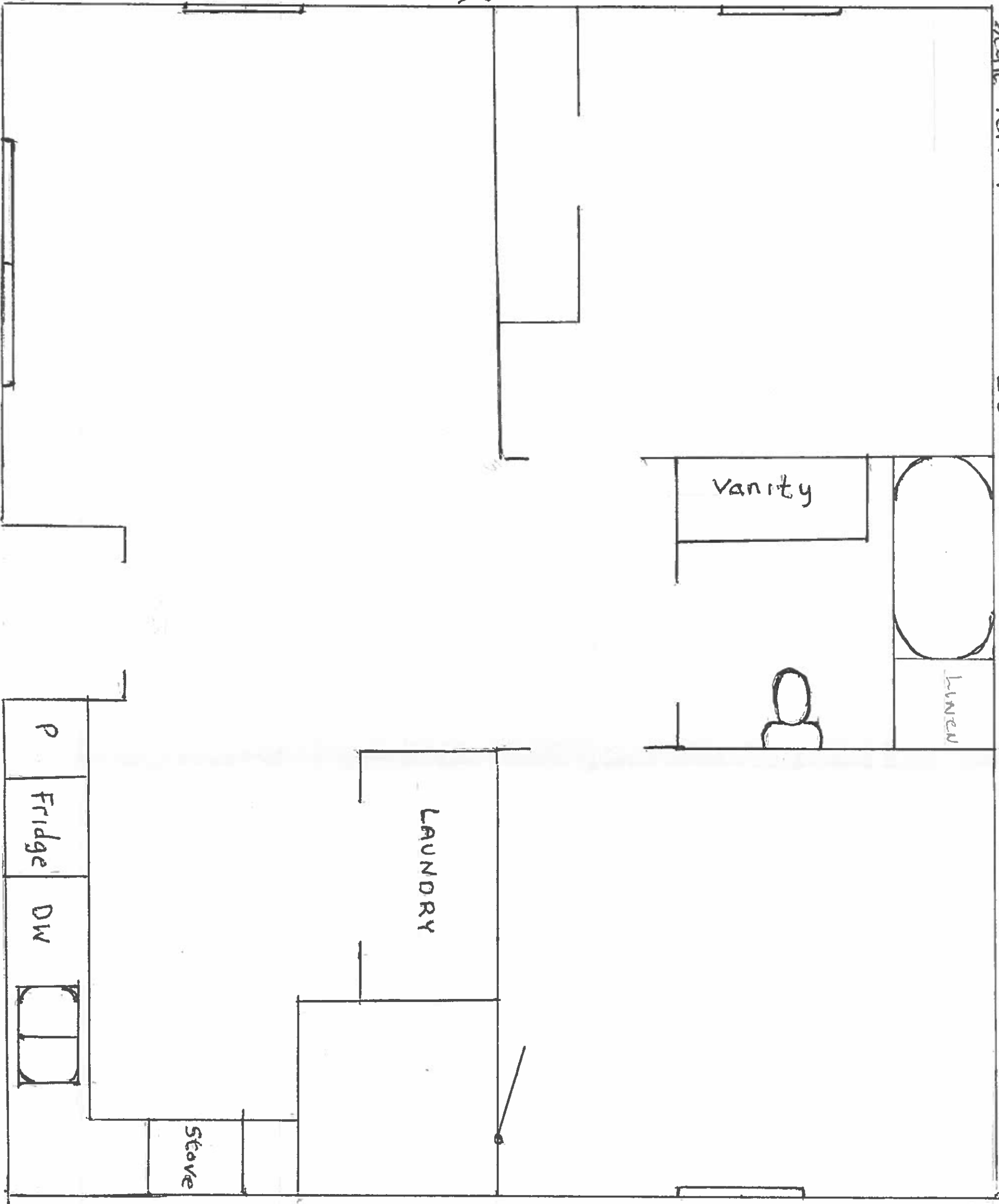
Receipt No. _____



25'

Scale 1cm = 1'

30'



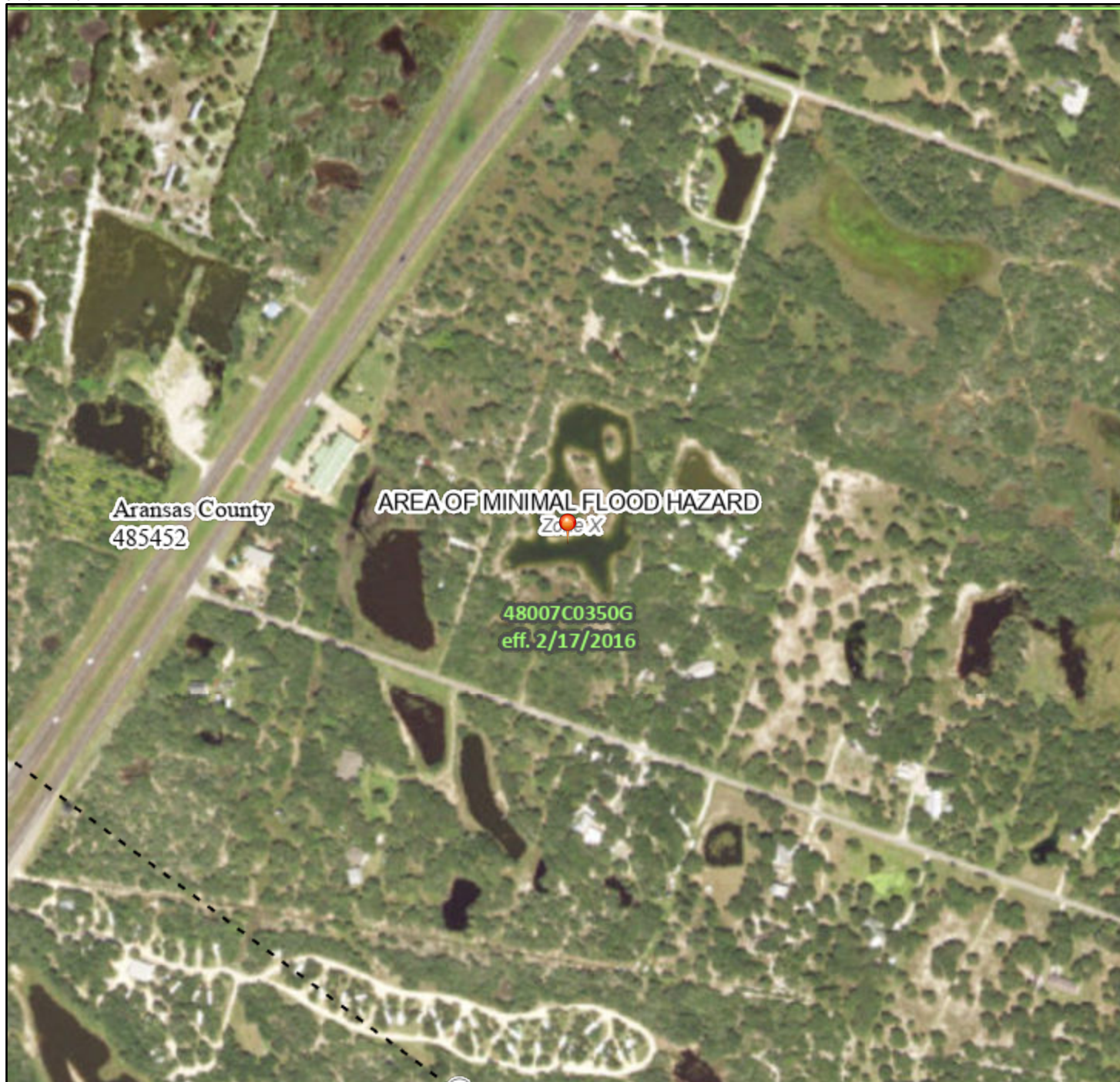
<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
34458	Robby Varner	1702 Wighteenth St	420 W. Linden St	Rockport	Tx	78382
34415	David W JR Wells	1617 Eighteenth St	PO Box 2430	Rockport	Tx	78381
34416	George Polinard & Karen Polinard	1701 Eighteenth St	1705 Eighteenth St	Rockport	Tx	78382
34417	George Polinard & Karen Polinard	1705 Eighteenth St	1705 Eighteenth St	Rockport	Tx	78382
34459	Jeffery & Linda Lassiter	1708 Eighteenth St	1315 N Terry St	Rockport	Tx	78382
34441	Laura Chavana	1709 Sixteenth St	PO Box 654	Rockport	Tx	78382
60329	Alan & Christopher Gann	1701 Sixteenth St	111 Crazy Horse	Sania	Tx	78383
34439	Siriwan Wallace	1623-R Sixteenth St	9726 Woodland Hills	San Antonio	Tx	78250
34457	Charlie & Ruth Hamm	1620 Eighteenth St	1120 W. Market St	Rockport	Tx	78382



National Flood Hazard Layer FIRMMette



97°6'21"W 28°N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

168

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped

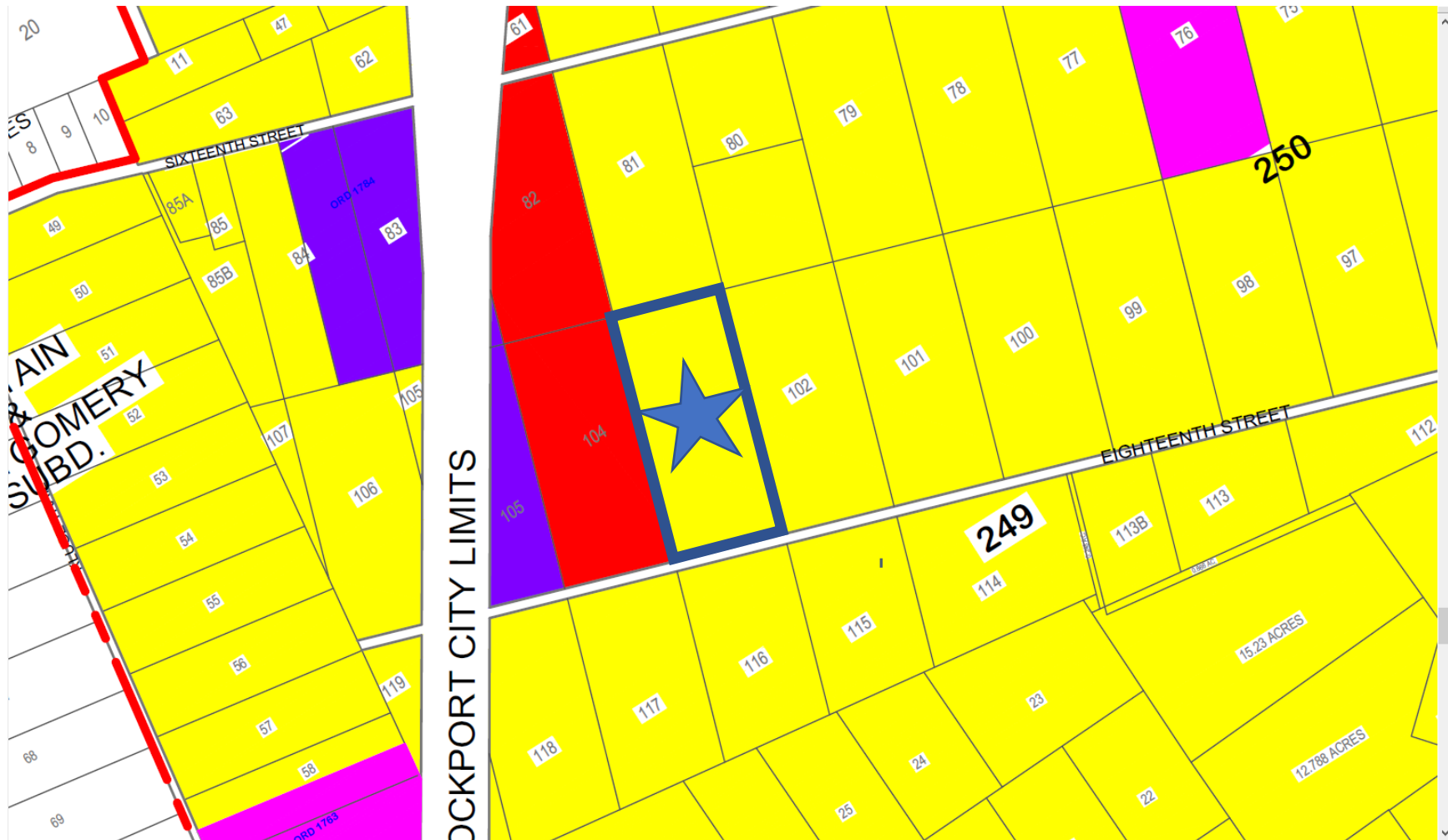


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/14/2022 at 3:53 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 20

Deliberate and act on funding request for temporary bathrooms for the Austin Street Corridor from May 26-July 25, 2022, and the one-time delivery fee, from Hotel Occupancy Tax funds.

SUBMITTED BY: Council Member Katy Jackson

APPROVED FOR AGENDA: RNM

BACKGROUND: The City received a request from the Rockport Arts District to help fund a portable toilet for the Arts District during the summer months. Please see the accompanying email. The request is to fund a portion of the cost with our HOT funds; however, it does not appear to be a valid use of those funds. Last year, the city did participate by funding one month of the expenditure from the City Manager's budget. The request this year is for the City to fund two months as a cost of \$5,217.50. Monies for this expenditure could be made available from the general fund.

FISCAL ANALYSIS: \$5,217.50 from General Fund

RECOMMENDATION: Staff recommends approval of the request for \$5,217.50.

From: Katy Jackson <ward1council@cityofrockport.com>

Sent: Tuesday, March 29, 2022 4:09 PM

To: Richard Morton <rmorton@cityofrockport.com>

Cc: Pat Rios <mayor@cityofrockport.com>

Subject: FW: RCAD - District Bathrooms

Richard-

Please add this to the agenda for the April 12, 2022, City Council Meeting

Deliberate and act to fund temporary bathrooms for the Austin Street Corridor from May 26 – July 25, 2022, (two months) and the one time delivery charge from HOT funds.

Total request would be for \$5,217.50.

Please let me know if you need anything else on this.

Thank you!

Katy

From: Jennifer Day <jdayrose@gmail.com>

Sent: Tuesday, March 29, 2022 12:22 PM

To: Katy Jackson <ward1council@cityofrockport.com>; Richard Morton <rmorton@cityofrockport.com>

Cc: Pat Rios <mayor@cityofrockport.com>; Warren & Karen <warrenhassinger@sbcglobal.net>

Subject: RCAD - District Bathrooms

WARNING: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please forward to itstaff@cityofrockport.com for assistance.

Hello Katy and Richard,

Thank you both for attending the District Merchants meeting last night. One of RCAD's driving forces is economic development for the District and support for the merchants. The lack of bathrooms is a deterrent for shoppers and thus a baseline item that works against achieving our goals.

Bathrooms have been a historical issue, #1 issue on the survey RCAD conducted in 2016 as a part of the State District CAD designation. We have spent energy on addressing this issue from the City offering a stipend for merchants who open their restrooms to the public, (this doesn't work for many due to the poor drainage infrastructure and the location of many bathrooms in merchants store rooms, they can't if they wanted to), researching the potential of purchasing and repurposing an old train car that was already plumbed with bathroom options, leading an initiative to secure the a/c bathroom trailer, availability and funds from several sources (merchants, organizations, and the City - who gave \$2K last year) for a temporary air conditioned bathroom trailer last summer. I physically unlocked the trailer

each morning at 8:30 and locked the trailer at 5:30 each afternoon for 3 months, July 6 to October 6, not a welcomed job but someone had to do it.

What I heard in the DM meeting last night was much less of a potential for HOT bathrooms on Main Street than what was communicated in February's DM meeting (Katy made no promises, but appeared to be more favorably speaking when she brought up the initiative at February's meeting).

I've reached out to the same bathroom vendor this morning as last year to check availability for the same temporary solution in this years' busy season. It is available with the exception of the Art Festival July 1-5. See attached quote based on the potential of renting the trailer from Memorial Weekend to Seafair in October. We should also consider the new Center for the Arts available options starting in August, if there are any.

Is the City in the position to supplement or even take a greater share of the cost of a temporary bathroom this year, perhaps for a longer period of time? Please advise.

Thank you,
Jennifer

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 21

Deliberate and act on approval of purchasing a 2022 3634 PipeHunter Combo vactor unit.

SUBMITTED BY: Director of Public Works & Building Development Michael S. Donoho, Jr

APPROVED FOR AGENDA: RNM

BACKGROUND: The 2016 Vactor combo unit which has been utilized by Wastewater and Street Departments for sewer and debris vacuuming, experienced tank failure and has been out of service for some time. Tank failure was due to harsh environment; caustic materials and abrasive sands being vacuumed into the tank causing wear and metal fatigue. The Fleet Department attempted to use parts from a used Vactor tank, along with trying to convert its water tanks, cyclones and Kunkle valves, but terminated the project because it was pieced together, making it no longer reliable for the intended uses.

In anticipation of replacing the tank on the 2016 Vactor unit, staff leased, for demonstration purposes, a 2022 3634 PipeHunter Combo. The unit can be used for sewer, storm drain and grease trap cleanout as well as rodding culverts and drains and with the hydro excavator, can also be used for locating underground lines. It is equipped with stainless steel tanks, piping and cyclones with a lifetime limited warranty on the tank and components.

FISCAL ANALYSIS: The PipeHunter Combo unit is priced at \$323,849.00; however, Texas Underground, Inc. will apply the rental amount of \$10,000 to the purchase price. The funds for this purchase were approved in the 2022 Tax Notes. Texas Underground, Inc and Houston Freightliner are both members of HGAC, complying with purchasing guidelines.

RECOMMENDATION: Staff recommends Council approve the purchase of a 2022 3634 PipeHunter Combo vactor unit.



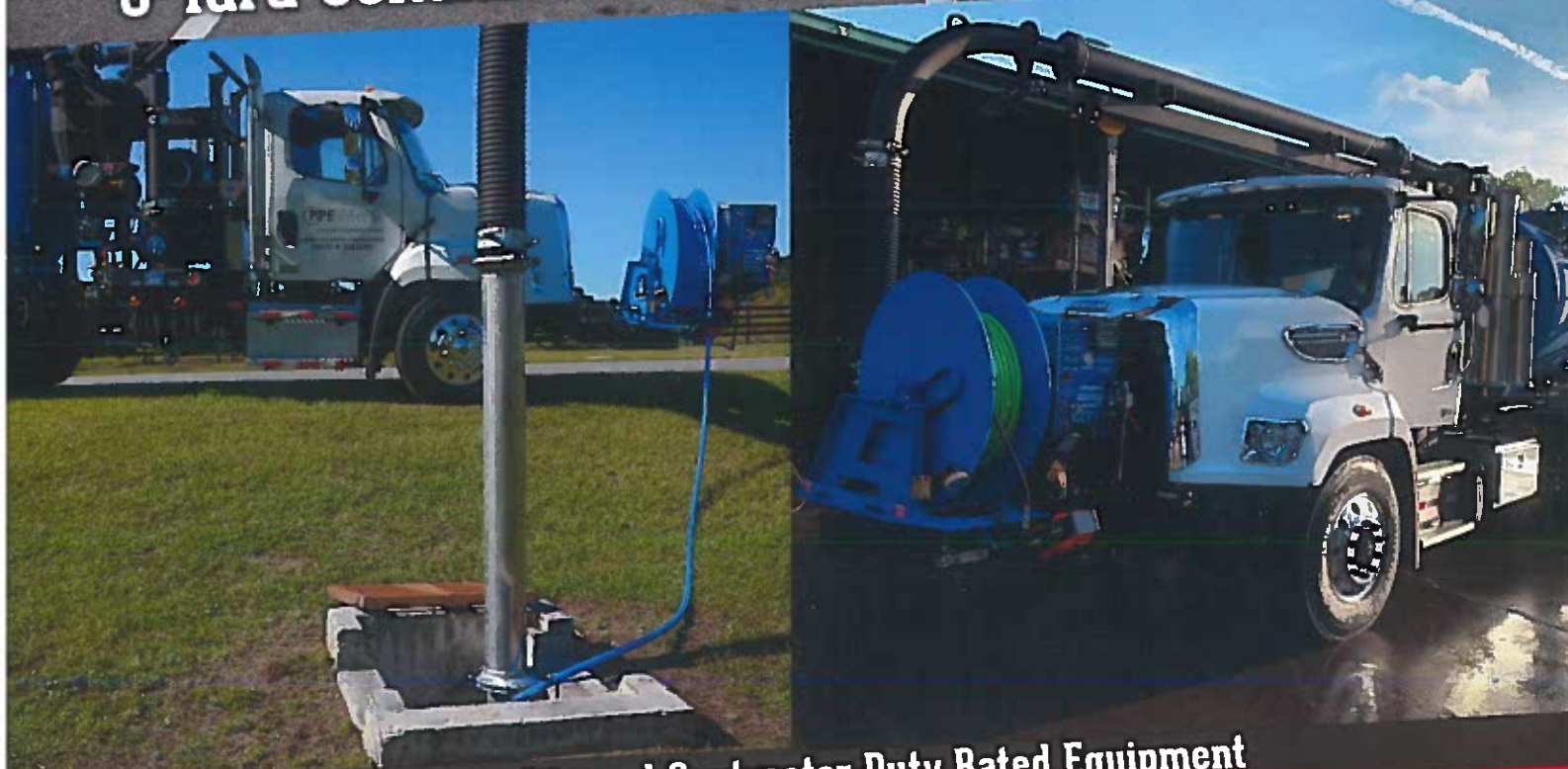


PIPEHUNTER

Mini-Combo 3-Yard¹⁷⁶



3-Yard Combination Cleaner [No CDL Required]



Municipality and Contractor-Duty Rated Equipment

1.800.373.1318

www.pipehunter.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 12, 2022

AGENDA ITEM: 22

Deliberate and act on approval of a Resolution of the City Council of the City of Rockport, Texas authorizing, establishing, and approving an Economic Development Policy; and authorizing the City Manager to process requests for economic development assistance in accordance therewith; and establishing an effective date.

SUBMITTED BY: Interim City Manager Richard Morton

APPROVED FOR AGENDA: RNM

BACKGROUND: The State of Texas through state law encourages and allows cities to promote economic development for the betterment of all Texans. The attached policy identifies four of the possible state allowed incentives. The policies if adopted would give your Aransas County Alliance Local Government Corporation (LGC) and Aransas County Partnership Economic Development Corporation (EDC) guidance in their efforts to promote economic development in the City and County. The County has adopted similar policies.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of the Economic Development Policy.

RESOLUTION NO. 2022- __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AUTHORIZING, ESTABLISHING AND APPROVING AN ECONOMIC DEVELOPMENT POLICY; AND AUTHORIZING THE CITY MANAGGER TO PROCESS REQUESTS FOR ECONOMIC DEVELOPMENT ASSISTANCE IN ACCORDANCE THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Rockport Texas (“City”) is a Texas Home Rule Municipality operating under the laws of the State of Texas, and is committed to the promotion of high-quality development in all parts of the city and to improving the quality of life for its citizens; and,

WHEREAS, pursuant to Local Government Code (LGC) Chapter 380, the governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and,

WHEREAS, the City Council desires to establish an Economic Development Policy, including application forms, required application materials, application submittal calendars and other materials related to submitting economic development applications for programs that will be considered by the City; and,

WHEREAS, the purpose of the City of Rockport’s Economic Development Policy (the “Policy”) is to provide incentives for current and prospective property owners and leaseholders to invest in City of Rockport, encourage economic growth, and create job opportunities in the City.

WHEREAS, the programs the City Council desires to consider and establish under the Policy adopted pursuant to LGC Chapter 380 include, but are not necessarily limited to, tax abatements under Texas Tax Code Chapter 312, enterprise zones established pursuant to Texas Government Code Chapter 2303, public improvement districts pursuant to LGC Chapter 372, and tax increment financing pursuant to Texas Tax Code Chapter 311; and,

WHEREAS, the City Council desires to authorize the City Manager to maintain and amend the Economic Development Manual Policy forms from time to time as needed; and,

WHEREAS, the City Council desires the City Manager to make available the Economic Development Policy and Forms to the public upon request or by posting same on the City’s website; and

WHEREAS, the City Council finds that the establishment of an Economic Development Policy will serve a public purpose.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. The Economic Development Policy of the City of Rockport is hereby established as set forth in Exhibit A.

Section 3. The City Manager or his/her designee is authorized to amend the Economic Development Policy Forms as needed.

Section 4. The Economic Development Policy shall be made available to the public upon request and by posting to the City's website.

Section 5. If any provision of this Resolution shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

Section 8. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

Passed and approved the _____ day of _____ 2022.

Patrick R. Rios, Mayor

Attest:

Teresa Valdez, City Secretary

DRAFT

CITY OF ROCKPORT, TEXAS

ECONOMIC DEVELOPMENT POLICY

Approved by the City of Rockport City Council on _____
By Resolution No. _____

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Part 1: Policy Purposes, Guidelines, and Criteria for Economic Development Incentives

A. Purpose of the Economic Development Policy:

The City of Rockport (City) is committed to the promotion of high-quality development in all parts of the city and to improving the quality of life for its citizens.

The purpose of the City's Economic Development Policy (the "Policy") is to provide incentives for current and prospective property owners and leaseholders to invest in the City, encourage economic growth, and create job opportunities in the City.

B. Establishment of an Economic Development Policy.

This Policy shall constitute the City Economic Development Policy which is authorized under the laws of the State of Texas. The existence of this Policy does not create any property right, contract right, or other legal right in any party, including but not limited to an applicant, person, or business entity, for the City Council to consider, approve, or grant any economic development incentive.

C. The Role of the City Council.

1. All Incentives to be Considered as a Package. In the implementation and direction of this Policy, the City Council shall take into consideration incentives provided by the City or other taxing jurisdictions to ensure that the overall incentive package offered to prospective beneficiaries achieves the objectives of the Policy and is in the best interests of the citizens of City.

2. The Discretion of the City Council. Nothing in this Policy shall imply or suggest that City is under any legal or equitable obligation to provide any incentive whatsoever to an applicant. All applications for any economic development incentives, including tax abatements and/or rebates, shall be considered on an individual basis. The City Council will use its best business judgment to negotiate agreements, when it deems appropriate, on a case-by-case basis. The City Council has final approval or disapproval of any application or agreement and such decisions shall be made in its sole discretion.

D. Application Review Process:

Applications for economic development incentives will be reviewed by the City Manager, City Staff and City Attorney which will provide its recommendation for approval or disapproval to the City Council.

E. Definitions:

1. “Abatement” as used herein means the exemption of a specified percentage of taxation related to the increase in the value of real property and/or personal property, as authorized under Chapter 312 of the Tax Code, for a period not to exceed eight (8) years.¹
2. “Applicant” the owner, lessor, lessee of a proposed project area.
3. “Certificate of Compliance” refers to a formal certification that declares that an individual or company has met a set of conditions found in economic development incentives agreement.
4. “Chapter 380” refers to Chapter 380 of the Local Government Code which authorizes the City to offer various incentives, including grants and loans, and to participate in tax rebate agreements.
5. “Economic Life” means the number of years that a property improvement is expected to be in service.
6. “Eligible Jurisdiction” means the City and any municipality or other taxing jurisdiction eligible to offer incentives under Texas law, which levies ad valorem taxes upon and provides services to property proposed to be included in an economic development agreement.
7. “Employee” means a person who is employed on a permanent and full-time basis and who works for, and is an employee of the Owner, or an employee of a contract provider working for Owner, who works a minimum of Two Thousand (2,000) hours per year at the Owner’s property in the City, who receives industry-standard benefits, and whose employment is reflected in the Owner’s quarterly reports filed with the Texas Workforce Commissioner (“TWC”). This term does not include employees that are employed by direct contract on a seasonal, part-time, or full-time equivalent basis.
8. “Enterprise Zone” is a type of reinvestment zone created pursuant to Chapter 2303 of the Government Code. An enterprise zone may be authorized for up to seven (7) years.
9. “Expansion” means the growth of an existing business which includes new capital investment and/or new job creation providing new capacity or capability.
10. “Modernization” as used herein means the replacement or upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the cost of operation. Modernization may result from the construction, alteration, or installation of buildings, structures, and fixed machinery, or equipment. It shall not include reconditioning, refurbishing, or repairing.

¹ Ch. 312, Tax Code, §312.208

11. “Policy” refers to this document which is entitled the “City of Rockport Economic Development Policy.”

12. “PID” means a public improvement district. It is a tool that local governmental entities may use when petitioned by 100% of the property owners in a defined geographic area to be taxed at a higher rate to raise revenue for dedicated public infrastructure in the defined geographic area.

13. “Public Purpose” is an expenditure with (1) the predominant purpose being to accomplish a public purpose, not to benefit private parties; (2) the public entity retains control over the funds to ensure that the public purpose is accomplished and to protect the public investment; and (3) the expense ensures that the political subdivision receives a return benefit.

14. “Rebate” as used herein means the reimbursement of a specified percentage of ad valorem taxes of certain real property and improvements and personal property located in the City as authorized by Chapter 380, Local Government Code.

15. “Reinvestment Zone” as used herein means an area within the City that meets the criteria for municipal or City reinvestment zones and that has been formally designated a reinvestment zone following the procedures set out in Chapter 312, Tax Code. An enterprise zone is one type of reinvestment zone.

16. “Revenue Gap” describes, in a typical financing scenario, when a business does not have sufficient revenue to support the debt service for a project.

17. “Sales Tax” refers to the City’s share (1%) of the revenue collected from a tax on sales or on the receipts from sales. Locally the sales tax is set at 8.25% with 6.25% going to the state of Texas.

18. “Tax Abatement Agreement” means a contractual agreement between a property owner and/or lessee (the “Owner”) and an eligible jurisdiction for the purposes of tax abatement as authorized under Chapter 312 of the Tax Code.

19. “Tax Rebate Agreement” means a contractual agreement authorized by Section 380 of the Local Government Code in which a taxing entity may agree to reimburse an individual or entity a portion of taxes paid in order to stimulate business and commercial activity in the City.

20. “TIF” means tax increment financing. It is a tool that local governmental entities can use to encourage development by financing needed improvements in a defined area. TIF agreements may only be initiated by cities. Once a city has initiated TIF, the other local entities, including cities and schools, may choose to participate.

21. “TIRZ” means Tax Increment Reinvestment Zone” is the area in which improvements may be financed through tax increment financing.

22. “Wage Requirement” is a requirement that the wage or salaries offered for new jobs be equal to or greater than the City Median Wage as computed annually by the United States Bureau of Labor Statistics and that employers provide health insurance benefits to employees for which the employer pays at least fifty percent (50%).

F. Objectives of Economic Development Policy:

This Policy, and its guidelines and criteria, are established in an effort to develop and expand the local economy by promoting and encouraging development and redevelopment projects that enhance the City economic base and a higher quality of life, diversify and expand job opportunities, or encourage projects that create additional revenue for the City without substantially increasing the demand on City services or infrastructure.

The City Council has determined that it is in the best interest of the citizens for the city to pursue certain objectives.

The City Council supports the growth and retention of businesses in the City and supports incentives that reduce business costs to encourage the creation and retention of quality jobs and capital investment. The City Council also supports efforts to increase educational opportunities to expand and improve the skills of local workers through education, training, and career development.

The ultimate goal and public purpose of this Policy is to protect and enhance the ability of the City to provide high quality City governmental services for the safety, comfort, and enjoyment of City residents.

G. Introduction to The City Economic Development Incentives:

While other types of incentives and programs may be available, the State of Texas specifically allows municipalities the ability to provide economic incentives. Each of the following types of incentives can be found in the Texas State statutes and are commonly used throughout the state. State law governs how municipalities may use each of the incentives listed below:

1. Chapter 312 Tax Abatement Agreements. The City Council has developed and administers a program for granting tax abatement and entering into a tax abatement agreement with owners or lessees of a property interest subject to ad valorem taxation. The tax abatement agreements are governed by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code.

In general, a tax abatement agreement between a taxpayer and a local taxing unit involves exempting all or part of the incremental increase in taxes for a period not to exceed eight (8) years. The property involved must be located within a reinvestment zone or an enterprise zone.

Chapter 312 Tax Abatement Agreements are utilized for various reasons, some of which are (1) attracting business to locate in the City and create jobs; (2) encourage existing businesses to grow; and (3) encourage businesses to increase capital investments in the City.

Insofar as the enhancement and expansion of the local economy generally serves these objectives, the City will, on a case-by-case basis, give consideration of economic incentives to applicants in accordance with this Policy, as authorized by Chapter 312 of the Tax Code, as amended from time to time.

2. Chapter 380 Tax Rebate Agreements. Chapter 380 of the Local Government Code authorizes cities to provide reimbursements (e.g., property tax rebates, sales tax rebates) to developers for public infrastructure to promote economic development. Incentives may include, but are not necessarily limited to, tax rebates, fee reimbursements, fee waivers, and cash grants.

Insofar as the enhancement and expansion of the local economy generally serves the objectives identified in this Policy, the City will, on a case-by-case basis, give consideration of economic incentives to applicants in accordance with this Policy, as authorized by Chapter 380 of the Local Government Code, as amended from time to time.

The Chapter 380 Economic Development Program is intended as an incentive for developers and businesses to address revenue gaps in development projects, defined as having insufficient revenues to support the project's debt service under a standard financing scenario.

The program can also apply to projects that have a development margin or rate of return that is below market. Any sources of public financing are not intended to substitute conventional debt and equity financing, and a project should generally be able to deliver the terms of most of its financing.

For a project to be approved, it will undergo an analysis of the development budgets, projected revenues and expenses, and sources and uses of funds for the project. These figures will be compared to industry standard measures. The City Council will give preference to proposals that contribute public infrastructure investments and seek reimbursement through enhanced sales and property taxes generated from the project.

Each applicant granted economic incentives under Chapter 380 of the Local Government Code pursuant to this Policy must enter into an agreement with the City containing all terms required by this Policy and by Texas law to protect the public interest of receiving a public benefit in exchange for public funds, assets and services.

3. Chapter 372 Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the code" or "PID Act"), provide the City an economic development tool that permits the financing of qualified public improvement costs which confer a special benefit on a definable part of the City. Proceeds from bonds issued by a PID can finance capital costs and fund supplemental services to meet the community needs which could not otherwise be constructed or provided. The bonds issued by the PID to fund the costs of eligible capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital

improvements or services. **A PID may only be used to pay for public improvements as defined in the code.**

A PID is comprised of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. Written notification of the public hearing is published and mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the district. The PID must demonstrate that it confers a benefit, not only to the properties within the district, but also to the “public” which includes the City.

The purpose of this PID policy is to outline the issues to be addressed by the owner of the taxable real property liable for assessment petitioning for creation of a PID (“Petitioner”) before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans, budgets and assessments.

4. Chapter 311 Tax Increment Financing is defined as a public financing mechanism through which the growth in taxes (increment) associated with new development or redevelopment can be captured and used to pay costs associated with economic development for the public good.

H. The Effect of this Policy:

1. The adoption of the Policy does not:
 - i. Limit the discretion of the City Council to decide whether to enter into a specific tax abatement or rebate agreement; or
 - ii. Limit the discretion of the City Council to delegate its employees the authority to determine whether the governing body should consider a particular application or request for tax abatement; or
 - iii. Create any property, contract, or other legal right in any person or entity to have the City Council consider or grant a specific application or request for abatement or rebate.
2. Legal Compliance. Unless exemptions, variances, or waivers are granted by the City Council, facilities approved for tax abatement or tax rebates must be in compliance with all federal, state, City and municipal laws, rules and regulations, and other requirements approved by the City Council.
3. No Reduction in Current Ad Valorem Revenues. No tax abatement or rebate will be granted that will have the effect of reducing current ad valorem revenues.
4. Effective Term of Policy. This Policy and the guidelines and criteria adopted herein shall be effective for two (2) years from the date of adoption unless amended or repealed.

I. Contracts with Other Entities:

The City Council may choose to enter into agreements with other entities to assist with implementation of the Economic Development Policy. However, the Policy will be administered by City officers and employees under the direction of the City Council.

J. Certificate of Compliance

Each company or individual awarded an economic incentive by the City Council shall provide to the City an annual Certificate of Compliance that proves the company has fulfilled of all the requirements (e.g., # of jobs created, agreed upon pay roll, agreed upon investment), listed in the economic development agreement.

Appendix A: Application Instructions and Application Form
**APPLICATION FOR ECONOMIC INCENTIVES
 IN CITY OF ROCKPORT, TEXAS**

Prior to any public expression of a decision or any commitment (legal or financial) to the proposed project by applicant, **one (1) original hard copy and an electronic copy of this application**, including supporting documentation of competitive siting and narrative impact statement shall be submitted to the Office of the City Manager at 2751 S.H. 35 Bypass, Rockport, Texas, 78382. In addition, the non-refundable application fee One Thousand Dollar (\$1,000.00) must be made out to City of Rockport and submitted to the City Manager at the same time as the application.

If the City Council chooses to proceed to negotiate an agreement with the applicant, this application will ultimately become part of the Economic Incentive Agreement (the “Agreement”).

Any false representations in this application or any supporting documentation will be grounds for terminating the application process and, if an Agreement is in effect, in voiding the Agreement.

PART I – APPLICANT INFORMATION

Date of Application ____ / ____ / ____

Company Name: _____

Headquarters Address: _____

City: _____ State: _____ Zip code: _____

Local Address: _____

Local Phone Number: _____ State and Year of Formation: _____

Local Contact: _____ Title: _____

Email Address: _____ Phone: _____

Years in City: _____ Total Employees in City: _____

Total Employees in Texas: _____ Total Employees Worldwide: _____

Year Company became authorized to do business in Texas: _____

PART II – PROJECT INFORMATION

Project Name: _____

Project Location (street address): _____

City: _____ State: _____ Zip code: _____

Property Legal Description: _____

Taxing Entities for the Property:

School Districts: _____ Cities: _____

Special Districts: _____ Other: _____

Project Description: ☐ New Construction ☐ Expansion ☐ Redevelopment

PART III – ECONOMIC DEVELOPMENT

Type of Facility:

- | | | |
|--|--|---|
| ☐ Aviation-Related | ☐ Corporate Offices | ☐ Marine-Related |
| ☐ Tourism/Entertainment | ☐ IT/Emerging Tech | ☐ Retail development |
| ☐ Medical facilities | ☐ Education facilities | |
| ☐ Research and Development Industries | ☐ Workforce housing (50+ units) with rent below market rate | |

Describe products or services to be provided and the purpose of providing them:

PART IV – TYPE OF INCENTIVE REQUESTED

Chapter 311 Tax Increment Financing _____ Chapter 312 Tax Abatement _____

Chapter 372 Public Improvement District _____ Chapter 380 _____

Please provide additional information and financial data necessary to evaluate each of the incentives requested.

PART V – ECONOMIC INFORMATION

Construction Estimates:

Start Date: _____ Construction Cost: _____

Completion Date: _____ Peak Construction Jobs: _____

Construction Man-Years to complete project: _____

If the project involves modernization:

Estimated remaining economic life of structure/equipment: _____ years

Added economic life from modernization: _____ years

Permanent Job Creation or Job Retention:

Current employees in City: _____

Attach: Texas Workforce Commissioner "Employer's Annual Report" for the last four quarters.

Number of Jobs to be Retained: _____ Number of Jobs to be Created: _____

Estimated Appraised Value on Site	Land	Improvements	Total
Value on January 1 preceding application	\$	\$	\$
Estimated value of new investment: buildings		\$	\$
Estimated value of new abatable fixed-in-place machinery and equipment		\$	\$
Estimated value not subject to abatement (e.g. inventory)		\$	\$

Estimated value of property subject to ad valorem tax at the end of the abatement or rebate period		\$	\$
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PART VI – UNDOCUMENTED WORKER CERTIFICATION

Chapter 2264, Subchapter A, Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. By signing and submitting this application, the Company certifies that its operation within the City, does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Government Code, as amended (the “Act”). Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), after receiving any public subsidy, the Company shall promptly give the City written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the City of the violation.

PART VII – AUTHORIZATION AND CERTIFICATION

By signing below, I hereby assert that I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the Company was organized, and the State of Texas, and that no delinquent taxes are owed to the State of Texas.

Authorized Company Official:

Authorized Signature: _____

Name: _____ Title: _____

Telephone: _____ E-mail: _____

☐ I have attached proof of my authorization to sign on behalf of the Company.

GIVEN under my hand and seal of office this _____ day of _____, 20_____.

(Notary Seal)

Notary Public, State of _____

MUST ATTACH NARRATIVE

Appendix B: Annual Certificate of Compliance

Any company or individual participating in an economic development incentive agreement is required to complete and submit an Annual Certificate of Compliance in the form of an Affidavit.

STATE OF TEXAS)
) **ss.**
CITY OF _____)

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who being by me duly sworn upon his/her oath, deposed and said:

1. My name is _____. I am of sound mind and capable of making this Affidavit, I have personal knowledge of the facts stated herein, and the contents of this Affidavit are true and correct.
2. I have been employed as _____ (job title) for _____ years and work for _____ (employer name).
3. I have personal knowledge of the *Economic Development Agreement/Tax Abatement Agreement/Tax Rebate Agreement* (the "Agreement") between my employer and the City and am familiar with the responsibilities of the parties.
4. As of the date of this Affidavit, I certify that my employer has satisfied all of its obligations under the terms of the Agreement including the submittal of the *Annual Report*.

FURTHER AFFIANT SAYETH NOT.

Signature: _____

Printed Name: _____

Job Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 20____, to certify which, witness my hand and official seal.

(Notary Seal)

Notary Public, State of _____