
CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, April 26, 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/A4nmjq24DUw>.**

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. Proclamation: Lemonade Day – May 7, 2022
3. Citizens to be heard.

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

Consent Agenda

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

4. Deliberate and act on approval of Regular Meeting Minutes of April 12, 2022.
5. Deliberate and act on 2nd quarter report from Rockport Center for the Arts for Fiscal Year 2021-2022 marketing expenditures.
6. Deliberate and act on request from Texas Maritime Museum for: 1) Closure of Chamber Street, from Loop 70 to Navigation Circle on Thursday, May 26, 2022, from 2:00 p.m. to 12:00 a.m., and on Saturday, May 28, 2022, from 8:00 a.m. to 12:00 a.m.; 2) Use of Festival Site for parking; and 3) Permission for beer and wine consumption on the grounds of the Texas Maritime Museum, for the 25th Annual Festival of Wines and Food.

7. Deliberate and act on request from South Rockport Neighbors to close Concho Street in front of the Public Safety Center on May 16, 2022 from 10:00 a.m. until 12:30 p.m. for the annual Peace Officer's Memorial Service.
8. Deliberate and act on a Resolution approving the assignment of interest in the water supply agreement between the City of Rockport and Copano Cove Water Company.
9. Deliberate and act on an Assignment and Assumption Agreement between Rockport Harvey Housing, LLC, and Pearl Point Rockport, LLC, and authorizing the City Manager to negotiate and execute all necessary documents.
10. Deliberate and act on a Resolution finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.

Regular Agenda

11. Deliberate and act on first reading of an Ordinance granting 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; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.
12. Deliberate and act on second & final 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.
13. Deliberate and act on second & final 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.
14. Deliberate and act on second & final 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.

15. ***Postponed April 12, 2022*** - Deliberate and act to confirm Mayoral appointment to the Planning & Zoning Commission.
16. Deliberate and act on approval to purchase a shade structure at the Fitness Court, located at Memorial Park, and request reallocation of funding to purchase four (4) separate workout stations, with two (2) of the units being wheelchair accessible.
17. Deliberate and act on approval to purchase equipment and implementation services for the back-up Communications Center from Motorola (DIR Contract DIR-TSO-4101) and Intrado 911 Life and Safety Solutions (HGAC Contract EC07-20), authorizing the Interim City Manager to negotiate and execute all necessary documents.
18. 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.

Executive Session

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

19. Section 551.071 Consultations with Attorney seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Glyn Taylor litigation.
20. Section 551.071 Consultations with Attorney seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Concho Street Drainage Project.

Open Session

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

21. 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 22, 2022, at 11:45 a.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 26, 2022

AGENDA ITEM: 2

Proclamation: Lemonade Day – May 7, 2022.

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, Lemonade Day is good for kids, good for business and good for Rockport; and

WHEREAS, Rockport's youth are the future of our City, and it is vital for us to provide them with the educational opportunities necessary to achieve their full potential and if we can ignite their entrepreneurial spirit, we can transform their lives; and

WHEREAS, Lemonade Day is a fun, experiential program that teaches youth how to start, own and operate their very own business by operating a lemonade stand; and

WHEREAS, Lemonade Day exists to infuse today's youth with the spirit of enterprise, teaching the basic business and entrepreneurial skills necessary to become successful, contributing members of the communities; and

WHEREAS, Lemonade Day has a core philosophy of Spend, Save, and Share that is implemented by teaching children how to start, own, and operate a business, learn goal setting, develop a business plan, establish a budget, seek investors, provide customer service, and give back to the community; and

WHEREAS, Lemonade Day leverages the optimism of youth and combines it with the life skills, business skills, mentorship, and real-world experience necessary to become successful entrepreneurs; and

WHEREAS, Lemonade Day is a day of learning and celebrating Rockport's future. On May 7th every citizen has a job – either buying or helping children sell lemonade.

NOW, THEREFORE, I, Patrick R. Rios, Mayor of the City of Rockport, do hereby proclaim May 7, 2022, as

LEMONADE DAY

in City of Rockport and do hereby encourage every citizen to purchase a cup of lemonade from one of the youths participating in the program to demonstrate how our community cares for the future of our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Rockport, Texas, to be affixed the 26th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 4

Deliberate and act on approval of Regular Meeting Minutes of April 12, 2022.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: Please see the accompanying minutes of the Regular Meeting of April 12, 2022.

FISCAL ANALYSIS: N/A

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

CITY OF ROCKPORT

MINUTES

CITY COUNCIL REGULAR MEETING

6:30 p.m., Tuesday, April 12, 2022

Rockport Service Center, 2751 State Highway 35 Bypass

Members of the public could view the meeting via live stream. Public participation is valued and citizens wishing to express their views on any topic or agenda item could 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 could also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The comments were read and summarized in the minutes of the meeting.

On the 12th day of April 2022, the City Council of the City of Rockport, Aransas County, Texas, convened in a Regular Meeting at 6:30 p.m., at the Training Room of the Rockport Service Center 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
Warren Hassinger
Kim Hesley
Thomas Blazek

STAFF MEMBERS PRESENT

Interim City Manager Richard Morton
Assistant to City Manager Kimberly Henry
City Secretary Teresa Valdez
City Attorney Allison Bastian-Rodriguez
Director of Finance Katie Griffin
Parks & Leisure Services Director Rick Martinez
Director of Public Works and Building & Development Services Mike Donoho
Assistant Public Works Director Gene Camargo
Community Planner and Assistant Director of Building & Development Services Carey Dietrich
Patrol Captain Nathan Garcia
Police Lieutenant Racheal Marshman
Investigative Assistant/Property & Evidence Technician Mandy Masch
Information Technology Director Bob Argetsinger

ELECTED OFFICIALS PRESENT

Opening Agenda

1. Call meeting to order.

With a quorum of the Council Members present, the Regular Meeting of the Rockport City Council was called to order by Mayor Rios at 6:30 p.m. on Tuesday, April 12, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and via video conferencing application ZOOM.

2. Posting of the Colors & Pledge of Allegiance – Rockport-Fulton High School NJROTC.

The Rockport-Fulton High School Navy Junior Reserve Officer Training Corps posted the Colors and led the Pledge of Allegiance.

The following were in attendance:

Naval Instructors: Commander J.L. Sanchez & Chief Christian Salas

Color Guard: C. Crisp, A. Crisp, C. Huffman, and C. Smith

Cadet Leaders: CO - A Huffman, XO - K. Garcia, and CMC - C. McDowell

Cadets: B. Pena, P. Shearer, N. Scholten, J. Alvarado, B. Miller, K. Lywiski, H. Lywiski, J. Arias, T. Wilson, G. Gruhn, K. Edwards, R. Dixon, K. Griffin, L. Johnson, C. Johnson, H. Courtney, I. Kutach, D. Ayala, G. Guerrero, R. Freeman and D. Watson

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

Mayor Rios stated the NJROTC recently competed at the National Academic, Athletic and Drill Championships on April 1-2, 2022, for the first time since program history (2009) and they finished 19th overall out of 27 nationally ranked teams. Mayor Rios read the Proclamation proclaiming April 11-15, 2022, as Rockport-Fulton High School NJROTC Ghost rider Team Week in Rockport.

The NJROTC received a standing ovation.

Commander J.L. Sanchez thanked the Mayor for the Proclamation and stated they will be back next year.

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 by the Mayor and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited, disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

Bobby Smith, 814 Airport Boulevard, Austin, Texas, with Southwest Pipe Trades, addressed the Council and commented: The reason we are here tonight is because he was sure everyone has seen them standing on the corner at the construction site of the Rockport Center for the Arts. We are

not coming after the City and not trying to cause any problems, but we have talked to some of the workers, and we have found eight so far that claim they are not making the prevailing wage. This project received federal money and that means they have to pay the average wages for each trade. We have talked to the City and Grant Works and just wanted to introduce myself and let the Council know what they are doing and if they had any questions to please reach out to him.

Jeff, Hutt, 2201 Prairie Road, addressed the Council and commented: During the budget session if you remember what happened, you guys wanted to set a no new revenue rate and hold the budget in check. Who was your fans at that time? It was the citizens. Who tried to bully you into pushing for a higher budget? Senior staff, the Mayor, other Council Members. It was the people who stood up when you were told lies. It was us who came for you; came to your aid. I have a big fear; Mayoral candidate Tim Jayroe in his opening statement said that he is running to restore integrity, or he is running to restore this to the City Council meetings, and this came about when he was here during the budget meetings, and he saw the way Council was treated. The way the Council was treated was bad. Your Mayor and your City Manager purposely tried to manipulate you to get a budget that they wanted that you didn't want. Those are the two individuals that recruited Mr. Jayroe to come run. My fear is that his idea of returning integrity to City Council meetings is for the citizens of Rockport to sit down, shut-up and be quiet or be ball-gagged and put in a straight-jacket or be hauled off. I say this because during that time we had up to five police officers that were here during the magic budget when we found an extra \$200 in accounts when it should have been in one thing. So my fear is as we go forward that we don't return to the time when there was conflict. The individuals that have created that conflict are leaving. Be careful that when we bring somebody in that you guys have the strength and fortitude to remember who came to your aid during the budget time. We are not your enemies. A lot of times it feels like it is, but as a Council Member told me if we agree on everything than we are doing wrong. Thank you guys for your time. Good luck to the three guys who are going to be here after May and happy retirement to the guys leaving in May.

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.**

Mayor Rios stated he had received Citizen Participation Forms for citizens who wished to address Consent Agenda Item 7.

1) Andrew Kane, 2106 Lakeview Drive, requested Council Member Brundrett read his statement which contained comments regarding the current makeup of the Planning & Zoning Commission: current makeup of Planning & Zoning Commission is not balanced, nor does it reflect or represent the citizens as a whole; heard that no one wants to step up and volunteer – that is untrue; did a quick social media post and found about a half dozen citizens in a few hours that reside in Ward 1 and 2 that are eager to serve; advertise the need; lacking property owners that live where most of the zoning change requests are taking place, Wards 1 and 2; pull Item 7 from the Consent Agenda and let the Council Members in Ward 1 and 2 share citizens in their Wards who wish to serve and allow time for them to search for citizens; another two weeks is not too much time to allow a proper search and involvement of the Council as a whole over just an outgoing Mayor's pick.

2) Jeff Hutt, 2202 Prairie Road, addressed the Council and commented: Echo what Mr. Kane said that presently most P & Z decisions are being made about areas in Ward 1 and Ward 2. The makeup of the P & Z right now is all white, not a single person of color. I'm not one to really make a big deal about that but it is no reflection of our local government and if you look in the last several elections over the last years, the Mexicans in our community have come out and really, the numbers are big. So, what are we saying? We are saying we have large voter turnout, and we don't have those people reflected anywhere in our P & Z. Also, all the people on the P & Z, or most of them that I know, live in HOAs; they live in neighborhoods, they have lot lines, they have curbs. People who live out in Ward 1 and Ward 2, like myself, we are large acreage owners. I don't think anyone on P & Z right now owns close to the acres that I own. So, we are not represented. Please pull this item off the Consent Agenda and could you put it on the next agenda. I know you talk about how it is difficult to find people. I had to call up the City of Aransas Pass and I was put on hold and instead of music like the City of Rockport has, their City Council and City government had decided to put messages on the hold line explaining to you which boards were available and how to apply for them.

As a proud resident of Rockport, I don't like being outclassed by Aransas Pass. Advertise it and let's get some good representation.

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

Council Member Jackson asked to remove Consent Agenda Item 7 for separate discussion.

MOTION: Council Member Jackson moved to approve the Consent Agenda Items, minus Item 7, as presented. Council Member Brundrett seconded the motion. Motion carried unanimously.

Consent Agenda Item 7.

Council Member Jackson stated she needed to echo what Mr. Kane and Mr. Hutt had said and she has seen this for the last year. Council Member Jackson said she did not realize there was a vacancy on the Planning & Zoning Commission so she could not poll her Ward and see if someone wanted to serve and submit an application. Council Member Jackson stated she did receive an application this weekend from Ms. Bemrose, which was submitted through the City's website. Council Member Jackson expressed that currently on P & Z there is nobody from Ward 1 and there is a whole lot of people making decisions for people that live south of Market and she would like to see this changed.

Mayor Rios stated as a point of information, the City runs advertisements in *The Rockport Pilot* for committee openings and also have applications on the website, and he has spoken to Council Members at times about committee openings. Mayor Rios explained we wait for people to apply, and no one actually applies, and we try to balance the representation from every Ward but it has been tough; you can see in Ward 1 and Ward 2 elections results – not the same amount of voter turnout as in Wards 3 and 4 – citizens from Ward 3 and Ward 4 volunteer more. Mayor Rios added this individual had applied several times. Mayor Rios explained we ask committee members to be open-minded, no pre-conceived notions about things and willing to listen, so every application that is received has to be treated on its own merit.

Council Member Brundrett asked if we could do more of a social media blast when there are vacancies.

Interim City Manager Richard Morton answered that could be done when there are mid-term vacancies and staff needs to communicate with Council when there are vacancies, and we need to advertise on Facebook and our website.

Mayor Rios explained that typically in May the Mayor would ask Council to bring forward volunteers willing to serve and in June there are people whose terms will be expiring. Mayor Rios added there has been difficulty convening P & Z due to lack of quorum and it is difficult to conduct business especially when the State legislature has established a timeframe for things to happen.

Council Member Brundrett stated he has asked for applications for citizens in Ward 3 to apply but the Mayor had asked him to stop looking to try and get representation from Wards 1 and 2.

Council Member Hattman stated she understood the importance of balance on the boards and

committees, and she saw no harm in waiting another two weeks to see if we get qualified applications.

Mayor Rios said the only issue he sees is that we have to have four P & Z members present out of seven, and if one of those four would be missing there would be no quorum; we have had to cancel meetings because of a lack of quorum.

Mayor Pro-Tem Villa stated he has served on the Council for 10 years and it has always been an issue with Ward 2 to get volunteers to serve on boards and committees. Mayor Pro-Tem Villa explained there have been people who have gone off and tried to come back onto the board or committee but had an attendance problem, so just because you volunteer to serve, you have to attend the meetings, or you can be removed for lack of attendance. Mayor Pro-Tem Villa wondered if Andrew Kane or Jeff Hutt understood this, he didn't see them putting in any applications.

Mr. Hutt said he had not heard about it until he got a phone call a day ago.

Mayor Pro-Tem Villa stated they could hold off to see if we receive more applications and then look and see who we think the correct person would be to serve. Mayor Pro-Tem Villa said times may have changed, but he knows the entire 10 years he has been on Council, Ward 1 and Ward 2 citizens did not submit applications to serve. Mayor Pro-Tem Villa expressed that maybe a 5:30 p.m. meeting is not a good time for people who work; you get off work, you have children at home – I understand.

MOTION: Council Member Jackson moved to postpone to the next Council meeting the Mayoral appointment to the Planning & Zoning Commission. Council Member Brundrett seconded the motion. Motion carried: 4-1.

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

AGAINST MOTION: Mayor Rios.

Public Hearing

With a quorum of the members present, the meeting of the Rockport Planning & Zoning Commission was called to order at 7:00 p.m., on Tuesday, April 12, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

Mayor Rios opened the Joint Public Hearing at 7:00 p.m.

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).

Jeff Hutt, 2201 Prairie Road, addressed the Council and commented that when he looked at this it seemed like there were only a couple of properties on Chaparral zoned B-1, maybe 3-4 properties, and why is that B-1 designation on an R-1 street.

Mike Donoho, Director of Building and Development Services stated when property is annexed it comes in with a R-1 zoning designation.

Carey Dietrich, Community Planner and Assistant Director of Building and Development Services said those properties would have requested that zoning.

Joey Jenkins, 2320 Chaparral Street, addressed the Council and stated he is the owner of the property which currently has three rental cabins. Mr. Jenkins explained he wants to expand by adding four RV spots. Mr. Jenkins invited the Council to come and see the property to see how it is kept; it is probably one of the best in Rockport.

Mayor Rios stated the Planning & Zoning Commission will consider this item at their meeting on Monday, April 18, 2022, at 5:30 p.m.

Mayor Rios closed the Joint Public Hearing at 7:07 p.m.

Regular Agenda

15. Hear a presentation from Water Quality Specialist from the San Patricio Municipal Water District.

Assistant Public Works Director Gene Camargo addressed the Council and introduced Brian Williams, General Manager of San Patricio Municipal Water District, Jake Krumnow, Operations & Maintenance Manager with San Patricio Municipal Water District, and Brandon Bischoff, with Thornton, Musso and Bellemin, Inc. Water Treatment Consultants. Mr. Camargo stated the presentation tonight was to address the notice of violation that the City received from the Texas Commission on Environmental Quality regarding the City's drinking water and trihalomethanes. Mr. Camargo made the following comments: What we are measuring is total trihalomethanes. All water systems that use chlorine to disinfect the water are required by federal and state law to sample for trihalomethanes on a regular basis quarterly. Drinking water standards are called maximum contaminant levels (MCLs). Some MCLs are set to limit risks from chemicals in the drinking water. Some MCLs limit the daily amount consumed. Some limit the amount averaged over a long period of time such as trihalomethanes which are mandated to be sampled quarterly. The trihalomethanes maximum contaminant level is set at a level that balances the immediate risk of bacterial contamination should the water not be adequately disinfected. You have to have chlorine in the water to prevent water borne diseases and make sure sanitary health and safety are maintained. That MCL is also balanced with the long-term health risks that are potentially associated with long term exposures of trihalomethanes. EPA & TCEQ have set the maximum contaminate level for 80 parts per billion or .08 milligrams per liter as an annual average and four quarters make up an average. We exceeded in the third and fourth quarter of 2021, but we did not bust our average until the first quarter of January 2022. We have four sampling locations within our water distribution system for trihalomethanes. Those sites are: 1) Davis Loop, 2) South Tower (Fourth Street & Kossuth Street, 3) 903 Palmetto (Old Fulton Water Tower), and 4) Sportsman Manor site on Highway 35 North. The site where we exceeded the MCL was at the South Tower at Kossuth and Fourth Street. We received the notice in the first quarter of 2022; while receiving the notice of violation, the measurement we got for trihalomethanes was within the limit at .07. We exceeded the quarterly averaging by .002 milligrams per liter. Recently, we commissioned a test to measure the trihalomethanes at the Fourth Street site and had a value of .057 milligrams per

liter, way under the MCL. We expect that the next sampling done for the second quarter should put us back in compliance with our quarterly averaging. As you are aware we receive our water from San Patricio Municipal Water District, a fully treated water supply. Mr. Krumnow is going to tell you about some of the third quarter difficulties they were facing and what they have done to ensure that we meet our MCL levels with trihalomethanes.

Jake Krumnow, Operations and Maintenance Manager with San Patricio Municipal Water District addressed the Council. Mr. Krumnow explained the following: Trihalomethanes are formed when you introduce chlorine into the water with organics. They are called precursors and it just happens. To avoid them forming so rapidly we use chloramines as our disinfectant, which is a combination of ammonia and chlorine at a certain ratio, and you can feed that. It gives you a longer chlorine residual out of your system and it doesn't form trihalomethanes, or what we call the precursors that we fight; the biggest one is chromium compounds in our raw water. Nueces River is loaded with them, and we have to use chloramines. What happened to us in the third quarter is that it happened throughout the whole State. The whole State had a lot of rain, and all the reservoirs and rivers were flowing and the result of that was the loss of a lot of organics out of the fields and into the rivers, channels and lakes and things like that. So, when they came to the drinking water plants, we had these additional organics that we were not really anticipating. Although we were feeding chloramines during that time, chloramines will form potentially harmful metals (PHMs) over a given length of time; over time, in distribution, they continue to grow in ground storage and elevated tanks even though you have done everything you can. This was something that happened throughout the whole area. We provide water to almost everybody in San Patricio County, except for Sinton. We provide water to Rockport, Port Aransas, Ingleside, Gregory, and Portland. So, when the water that left our plant, although it wasn't above the MCLs, it was elevated to the point whereas time allowed in distribution and ground storage tanks, some of the MCLs were exceeded. Corpus Christi had the same problems. It wasn't just us; it was everybody treating water with chloramines or even chlorine. Since then, the water has come back to normal somewhat, and the trihalomethanes are coming down. We were at .057 milligrams per liter the other day. We are leaving the plant at about .030 and at Rockport's meter at about .030. The numbers are back down as a result of the change of water quality in the raw water. Through this whole procedure we have been working with TCEQ and different consultants. We have made several changes at the water treatment plant. It was not that we were doing anything wrong, but working with the consultants and TCEQ, we have changed some of the way we chlorinate the water, switched some things around, made some adjustments. We have seen changes throughout the last five, six, seven months and we are down to .028 now. It was a source water issue, and we worked our way through it; the public notices and having to do four quarter samples – you have to get a sample every month.

Mr. Camargo said the Water Department is looking at changing the residency time of water in that tower, so it has a quicker turnover. Mr. Camargo stated there were not any other sites that had an elevated amount past the MCLs, and staff is talking to engineers about aeration and turning that tower over quicker and things that we can do to make sure we are in compliance with our drinking water.

Director of Building & Development Services and Public Works Mike Donoho stated TCEQ does require public notification on any contaminant exceedance and our current levels are below the maximum exceedance level and our water continues to be safe for consumption and all other related activities. Mr. Donoho added that because of TCEQ requirements each individual that has an account with the City of Rockport will receive notice in their next bill; this notice that you get

is for this occurrence, not another occurrence. Mr. Donoho informed the Council it is going to be posted on the City's website and social media page and he is asking everyone to tell your neighbors, friends and co-workers that when they receive that notice it is not another occurrence.

Council Member Brundrett asked if there was any reason to test monthly?

Brandon Bischoff, with Thornton, Musso and Bellemin, Inc. Water Treatment Consultants, addressed Council and said that is going to be his recommendation to do additional monitoring just to make sure we don't have any areas of concern anymore.

Council Member Brundrett asked if it would be monitored at all four sites.

Mr. Camargo answered just at the Fourth Street Tower because that is where the exceedance in averaging was.

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.

Donnie Garcia, 419 Olympic Drive, addressed the Council. Mr. Garcia said this property is right across the street from the old HEB and the Carlisle's and Garcia's purchased this property in 2019 knowing the courthouse would be right across the street; didn't know the new city hall would be right across the street also. Mr. Garcia stated they were trying to figure out the best use for the property. Mr. Garcia added in 2018 they opened an event center because there was a need, and they feel this is sort of like that; there is a need. Mr. Garcia explained they want to start with six or seven local food trucks.

Bonnie Carlisle, 5105 Highway 35 North, addressed the Council. Ms. Carlisle said she also has 406 South Austin Street which is The Coastal Mercantile and has been in business for just over two years. Ms. Carlisle stated business has been successful and she sees a tremendous amount of traffic through the store, locals and tourists, but consistently what they hear is that we need family friendly opportunities for people to do things downtown and we need food. Ms. Carlisle expressed they would love to see an opportunity for people to stay downtown and have a place to feed their families; to have a driver that actually creates a reason for people to come downtown would be amazing. Ms. Carlisle said they think this could be a huge amenity and they are going to be very thoughtful on how they design this space; have looked at a number of places in Conroe, Dallas, and Austin.

Mayor Pro-Tem Villa stated he liked the concept and there is one he goes to close to Georgetown. Mayor Pro-Tem Villa said the owner turned a conex box into a bar and rotates the food vendors; he does close at 10 p.m. Mayor Pro-Tem Villa expressed the only thing he was concerned about was we would be shooting from the hip since we don't have an Ordinance for something like this. Mayor Pro-Tem Villa added he thought it will be great once it happens.

Mr. Garcia said the other good news is that there will be 100 workers working across the street for the next three years and when the Rockport Center for the Arts is finished there will be another place to go with the kids.

Ms. Carlisle expressed it has to absolutely be kid friendly, and she thinks this is a huge opportunity for the City and it's a natural spot to do it and increase overall commerce in downtown sector. Ms. Carlisle added they did not mind being the guinea pig for the City ordinance.

Mr. Garcia stated they will have bathrooms.

Council Member Brundrett stated he loved the idea and it will be nice for downtown; you can come off the beach and grab some food. Council Member Brundrett asked where staff is on developing the mobile food vendor ordinance.

Director of Building & Development Services & Public Works Mike Donoho answered there is a draft ordinance that staff has been working on for a year and one-half. Mr. Donoho explained there has to be fire protection, they have to have a food handlers permit through the County, has to have sanitary facilities, parking and that is basically what the ordinance entails. Mr. Donoho added this is a mobile food truck ordinance.

Council Member Jackson stated she loved the idea. Council Member Jackson asked much of a Heritage District Overlay variance are we taking in order to do this?

Community Planner Carey Dietrich answered the variances that were talked about are the 1) Build to Zone – which is to build to the property line – and they are not going to put a food truck right on the property line and the restrooms will be in the back; so that is what the City's building inspector was wondering about because there will not be a permanent structure on the Austin Street side so Ms. Dietrich does not think it applies; and 2) Sense of permanence – the restrooms will be the only structure built.

Council Member Jackson expressed the City has already done 5000 variances for spaces within the Overlay so it's just another variance request.

Ms. Dietrich stated that was the issue, staff is not really sure if the build to zone applies and if the sense of permanence applies, and the building inspector wants the Council to clarify because obviously food trucks are not permanent.

Council Member Jackson commented the restrooms, and the fence will be permanent, but does that make it permanent. Council Member Jackson said she could understand where that question comes from because to her it is just a great big lot with restrooms.

Ms. Dietrich stated staff supports the concept and thinks it would be an asset to downtown, but staff wants Council to decide if it requires a variance.

Council Member Brundrett asked if it will require a variance.

Ms. Dietrich answered that is the question staff is unsure about; it is a grey area.

Council Member Jackson stated she believes that a variance is not required at this point; we don't have a zoning code for mobile food courts.

Mayor Pro-Tem Villa said Rock Bottom had to request a variance for their fence.

Ms. Dietrich stated that required a variance because the fence exceeded 25% wood.

MOTION: Council Member Brundrett moved to approve the Certificate of Appropriateness 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. Council Member Hattman seconded the motion. Motion carried unanimously.

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.

Police Lieutenant Racheal Marshman and Investigative Assistant/Property & Evidence Technician Mandy Masch addressed the Council and called the Council attention to a two-year old map showing the locations of registered sex offenders within the City of Rockport. Ms. Masch stated the updated map will be posted in the lobby of the Police Department. Ms. Masch and Ms. Marshman reviewed the proposed amendment to Chapter 66, Article IV Sex Offender Residence and Loitering Restrictions.

Interim City Manager Richard Morton clarified that this does not forbid sex offenders from living within the City.

City Attorney Allison Bastian-Rodriguez stated the Ordinance provided in the Agenda Packet contained 1500' distance restrictions and that should say 1000'.

Mr. Morton stated the corrected Ordinance had been given to Council tonight.

Discussion was held among Council, Lieutenant Marshman and Ms. Masch.

MOTION: Mayor Pro-Tem Villa moved to approve the 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. Council Member Jackson seconded the motion. Motion carried unanimously.

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.

Travis Kelly, property owner, addressed the Council. Mr. Kelly stated he was present to answer any questions the Council may have.

Community Planner Carey Dietrich stated two letters of opposition were received and they stated the area was too small and did not want the trees cut down.

Brief discussion was held among Council, Mr. Kelly and Ms. Dietrich.

Council Member Hattman asked Mr. Kelly if he was planning on keeping the trees.

Mr. Kelly answered: “yes.”

MOTION: Mayor Pro-Tem Villa moved to approve 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 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. Council Member Jackson seconded the motion. Motion carried unanimously.

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.

Robby Varner, property owner, addressed the Council, and stated he intends to build rental places for his retirement. Mr. Varner said his personal home will be built on this property as well. Mr. Varner expressed he would like this to be a benefit to this area. Mr. Varner expressed this community has expressed there are too many RV parks and he wants to build something more permanent.

Council Member Brundrett asked staff if this could have been done through a conditional use permit so the future would not be left open, and 50 homes built there. Council Member Brundrett asked Council Member Jackson how she felt about this because it was in her Ward.

Community Planner Carey Dietrich answered Mr. Varner could have applied for a conditional use permit if that is what he would like to do.

Council Member Jackson stated this is on a 10-acre lot and there will be all kinds of space available, and there are large lots in this area; it is a beautiful area. Council Member Jackson said she supported this.

MOTION: Mayor Pro-Tem Villa moved to approve 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); 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. Council Member Jackson seconded the motion. Motion carried unanimously.

Council took a break from 8:01 p.m. until 8:10 p.m.

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.

Interim City Manager Richard Morton stated the City received a request from the Rockport Cultural Arts District to help fund a portable toilet for the Arts District during the summer months. Mr. Motion explained the request is to fund a portion of the cost with City hotel occupancy tax funds; however, it does not appear to be a valid use of those funds. Mr. Morton added that last year, the City did participate by funding one month of the expenditure out of the City's General Fund. Mr. Morton said the request this year is to fund two months at a cost of \$5,217.50.

Mayor Rios expressed restrooms are needed downtown and asked where the funding could come from.

Director of Finance Katie Griffin answered there is money available in the City Manager's budget and also in the contingency line item in the City Council budget.

Rockport Cultural Arts District (RCAD) Executive Director Jennifer Day addressed the Council and stated the restrooms were placed downtown last year from July 6th through October 6th. Ms. Day stated the RCAD spent 100 hours by daily opening and closing the restrooms and they raised all the money from merchants to make it last. Ms. Day said they will attempt to raise funds to continue past two months.

Council Member Jackson said the City would only be paying for one-half of the costs and this is only a positive and she did not see a downside. Council Member Jackson expressed this would take a lot of burden off of the downtown merchants.

MOTION: Council Member Brundrett moved to fund temporary bathrooms for the Austin Street Corridor from May 26-July 25, 2022, and the one-time delivery fee, from the General Fund in the amount of \$5,217.50. Mayor Pro-Tem Villa seconded the motion. Motion carried unanimously.

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

Building & Development Services Director and Public Works Director Mike Donoho informed the Council the unit they are currently using is a rental unit. Mr. Donoho stated the City has a 2016 Vector combo unit with a tank failure and in anticipation of replacing the tank on the 2016 Vector unit, staff leased, for demonstration purposes, a 2022 3634 PipeHunter Combo unit. Mr. Donoho added the vendor will apply the rental amount of \$10,000 to the purchase price of the new unit and the funds for this purchase were approved in the 2022 Tax Notes.

Director of Finance Katie Griffin stated there were sufficient funds in the 2022 Tax Notes to cover this expenditure.

MOTION: Council Member Jackson moved to approve the purchase of a 2022 3634 PipeHunter Combo vactor unit. Council Member Hattman seconded the motion. Motion carried unanimously.

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.

Mayor Rios said forms had been submitted to speak or have their comments read on this Agenda item:

- 1) John Jackson, 312 Olympic Drive – in support, addressed Council.
- 2) Bill Overton, 1407 West Terrace Boulevard – in support, addressed Council.
- 3) Lolly Overton, 1407 West Terrace Boulevard – in support, addressed Council.
- 4) Debra Stephens, 2005 Baywood Drive -in support, addressed the Council.
- 5) Jeff Hutt, 2202 Prairie Road-in opposition, addressed the Council.

Point of Information: Mayor Rios stated he wanted to thank whoever posted on social media the video of him testifying at the Legislative Session. Mayor Rios said he has received numerous calls from citizens thanking him for testifying against the Texas Windstorm Insurance Association rate increase. Mayor Rios declared his testimony had nothing to do with economic development.

- 6) John Berlet, 1307 South Live Oak -in support. Council Member Jackson read comments.
- 7) Victoria Johnson, 230 Sparks Colony Road-in opposition. Mayor Pro-Tern Villa read comments.
- 8) Patricia Stark, 1202 West Mesquite -in opposition. Mayor Pro-Tern Villa read comments.
- 9) Sherry Mangum, 118 Pecan Harbor Street -in opposition. Council Member Brundrett read comments.
- 10) Robert Mitchell, 1785 FM 1781 -in support. Council Member Hattman read comments.
- 11) Janae Evans, 30 Twelfth Street-in support. Council Member Jackson read comments.
- 12) Jatin Bhakta, 2950 Business Highway 35 North -in support. Mayor Pro-Tern Villa read comments.
- 13) Michael Meek. 359 Hunters Creek Drive, New Braunfels -in support. Council Member Brundrett read comments.
- 14) Jonathon Heffron, 210 Champions Drive -in opposition. Council Member Hattman read comments.
- 15) Jennifer Shaw, 442 Augusta Drive -in opposition. Council Member Jackson read comments.
- 16) Bradley Blanton, 529 Oliver Road-in support. Mayor Pro-Tern Villa read comments.
- 17) Marcella Wright, 418 Cherry Hills -in support. Council Member Brundrett read comments.

- 18) Kerri Mitchell, 1 785 FM 1781 -in support. Council Member Hattman read comments.
- 19) Blake McDavid, 913 Patton Street -in support. Council Member Jackson read comments.
- 20) Nancy Bolting, 201 Spanish Woods Drive -in support. Mayor Pro-Tern Villa read comments.
- 21) Brett Bolting, 201 Spanish Woods Drive -in support. Council Member Brundrett read comments.
- 22) Steve Davis, 2006 Johnson Avenue -in support. Council Member Hattman read comments.
- 23) Jordan Pilgrim, 425 Augusta Drive -in support. Council Member Jackson read comments.
- 24) Karen Mella, (did not provide address) -in support. Mayor Pro-Tern Villa read comments.
- 25) Samantha Dorman, 134 Saint Peter -in support. Council Member Brundrett read comments.
- 26) Andrew Kane, 2106 Lakeview Drive -in opposition. Council Member Brundrett read comments.
- 27) Jatin Patel, 1106 Gagon Street - in support. Council Member Hattman read comments.
- 28) Kristie Rutledge, 1411 Dana Drive - in opposition. Council Member Jackson read comments.
- 29) Matt Hesley, 2003 Tule Park Drive -in support. Mayor Pro-Tern Villa read comments.
- 30) Chad Lee, 115 North Sierra Woods - in support. Council Member Brundrett read comments.
- 31) Tammy Redden, 1014 Patton Street - in support. Council Member Hattman read comments.
- 32) Peggy Mayo, 22 Bahama Drive - in support. Council Member Jackson read comments.
- 33) Donna Tovvnsend, 439 Augusta Drive - in support. Mayor Pro-Tern Villa read comments.
- 34) Tim Jayroe, 122 Cherry Hills Drive, addressed Council.
- 35) Mark Uhr, 3001 Traylor Boulevard - in support. Council Member Brundrett read comments.
- 36) Shana Brader, 703 South Verne Street - in support. Council Member Hattman read comments.
- 37) Candace Sargent, 214 Portia Avenue - in opposition. Council Member Jackson read comments.
- 38) Irene Dubicka, 1108 South Austin Street - in opposition. Mayor Pro-Tern Villa read comments.

Comments in support of approving an Economic Development Policy included: the policies will help guide the improvement of the local economy and increase the tax base by attracting additional investment in private sector commercial tax base, which takes pressure off limited public funding resources as well as the disproportionate share of taxes currently being absorbed by the residential homeowner; Aransas County adopted similar policies to better balance and grow the tax base; will allow you to control future growth and development by partnering with the private sector to help front or totally fund needed infrastructure, like drainage, bulkheads, roads, utilities, broadband,

etc.; will lead to more diversification and improvement of the local economy, while providing additional benefits like workforce housing, better paying jobs and better schools; the policies do not allow for tax funds to be used and any incentives will merely lay out the rules and expectations if granted; we are competing with 94% of Texas communities who already have such policies in place, and so we are at a disadvantage, especially those municipalities with an economic development sales tax; in order to control and achieve quality growth, these tools will be helpful in setting a high bar for quality that is compatible with our local businesses and our local values; we need to manage the growth that is coming and these tools can be a blueprint to help guide that growth in the right direction; those who are opposed are against development in this town - they own big business and are afraid of people coming in; we need reasons for kids to stay in this town; it is important for this area to grow; we need our children to stay here; I cannot stand by and let social media be unchallenged - this is not an ordinance or law as portrayed on social media - it does not give the City Manager the authority to close deals behind closed doors; nothing in this Resolution approves rubberstamping tax abatements; we can put our head in the sand or we can be competitive and bring in those businesses that we need here for good paying jobs; I run two small-but-successful businesses in Rockport and I am a strong proponent for adopting the Policy; growth without a plan is reckless and lacks foresight; we should seek sustainable investors into our community who express an interest in aligning with the vision for our City whose investment dollars will help to underwrite much needed repairs to our ailing public infrastructure needs; 94% of community in Texas have these policies - if these policies were so detrimental we would see a shift away from these policies and that has not happened; having a policy gives council members and city staff the control and pro-active positioning it will require to provide citizens with needed services like drainage and street repair and other public services - it will take the pressure off of the residential taxpayer to have to fund all needs; those that say that you are subsidizing business are incorrect; the proposed Economic Development Policy is an integral part of the Long Term Recovery Plan agreed to by all local government entities and is an important part of the community's ongoing recovery from Hurricane Harvey; the Economic Development Policy is designed to lower unemployment, create new jobs, strengthen local business; attract new businesses, and increase property and sales tax revenues; the ratio of property taxes paid in the City is 87% residential versus 13% non-residential - this compares very unfavorably to the statewide average of 40% residential versus 60% non-residential - every percentage point the City can increase business taxes means a lower residential taxpayer tax burden; I have three companies I have brought into Rockport since Hurricane Harvey and a fourth possibly right around the corner - I put my heart and money in what I see as the "Shiny New Pearl of the Texas Coast" - let's adopt a policy to bring other businesses (that we can choose is best for our City) that can share the burden, and bring jobs, and families to this beautiful town; entities don't plan to fail, they just fail to plan; no tax funds will be given away as some have been led to believe but rules and expectations are bargaining tools to assist the City when approached by developers; most of the residents that have opposed the policy have had an opportunity to move away for better employment and higher wages and they now have returned financially stable and do not see the need to provide our up and coming employment force with that same opportunity right here at home; others have moved to our community with expectations for it to remain the same which by the very nature of that move has changed; it is important that we have additional industry besides tourism as our main economic driver - look what happened with COVID when we were basically shut down and did not have the tourist coming to our community supporting our businesses - this is a very good example of why supporting a diverse economy is essential to the vitality and sustainability of our future for generations to come; I am in favor so the demographic can be controlled and grow the town to be a top tourist town in Texas which will help local small business thrive and stop them from moving

to another town to support their family; I believe this action serves to enhance Rockport's capacity to attract and engender safe, responsible growth and will at the same time resist encroachment of potentially irresponsible or environmentally harmful enterprise; we do not need heavy industry and our citizens need to make sure that they elect council representatives that reflect that majority view -we need light industry to enhance our economy that is heavily dependent on tourism; we need to start somewhere, our growth is here and I would like it done right and not after the fact - you now have the tools; the City of Rockport has, for years, maintained an ad valorem tax rate significantly lower than that of the majority cities in our area - while the tax rate has stayed comparatively low overall the tax burden on residential property owners has traditionally been much higher than the State average and this has been the case due to the slow growth of business development and lack of success in attracting significant numbers of new businesses to our area; attracting new businesses to our City that benefit our people and compliment the businesses that serve us already will serve as a long-term asset and help lower the share of ad valorem taxes paid by home owners; without the benefit of the Pearl Point Chapter 380 agreement, it would have hindered our ability to secure favorable financing terms – the project helped increase the value of the land and the adjoining land - the improvements are taxed separately and over time will add exponentially to the tax base; and if there is no development the land value remains the same and no increase to the tax base.

Comments in opposition to approving an Economic Development Policy included: It is not your job to bring young people to Rockport; it is not your job to bring housing; it is your job to provide the roads, the drainage, the park - stay in your lane; we don't want the government picking and choosing who comes in; government cannot manage economies; if you look at this development package, it is tax incentives; the promise to taxpayers is that tax incentives is going to spread the burden of taxes amongst all of us - tax incentives will drive people out and raise tax rates and appraisals; no tax abatement; this should be a vote on the ballot not City Council; if you agree to these rip-off-the-taxpayer economic development deals you will be forced to give them to every business with even a little-bit-of muscle which darkens our doors - if you don't they will sue the City; there is no rush to adopt this weeks before the citizens cast their vote in the upcoming City election to pass something of such importance - let's not be guilty of pushing the final pieces of an outgoing administration's plan in at the last minute before the citizen's vote; why have the economic development policies been withheld from the public; you have a responsibility to protect the citizens who are already here before catering to new development; if Rockport real estate is in such great demand, as many in the Chamber claim, you should not be putting favored developers on life support because they shouldn't need special treatment - they should be treated tax-wise like the rest of us; we, the public are already overburdened by City and County property taxes and are getting outraged by your earlier putsch to impose high-density construction and traffic congestion on our beloved coastal town; it's time you start thinking about supporting quality of life for our residents and second-homeowners, instead of just overdeveloping short-term rentals for weekend tourists; and we certainly don't want the city manager to be in charge of deciding who should win special treatment and who should be left out.

Council Member Brundrett said when the County adopted the Economic Development Policy, they had a 30-day waiting period for approving a tax abatement. Council Member Brundrett asked if that could be added to the City's Economic Development Policy.

Interim City Manager Richard Morton answered that can certainly be added to the Policy. Mr. Morton added this is a Policy the State allows communities to offer and technically you do not

need a policy because State law specifically allows cities to offer economic incentives. Mr. Morton explained this policy identifies four different incentives: 1) Chapter 312 Tax Abatement Agreements; 2) Chapter 380 Tax Rebate Agreements; 3) Chapter 372 Public Improvement Districts; and 4) Chapter 311 Tax Increment Financing.

MOTION: Mayor Pro-Tern Villa moved to approve the Resolution of the City Council of the City of Rockport, Texas authorizing, establishing, and approving an Economic Development Policy with the addition of the 30-day waiting period mirroring the verbiage contained in the Aransas County Economic Development Policy; and authorizing the City Manager to process requests for economic development assistance in accordance therewith; and establishing an effective date. Council Member Hattman seconded the motion. Motion carried unanimously.

Point of Privilege: Mayor Rios stated he inadvertently missed a request from Diane Probst to speak during the Citizen to be heard portion of the Agenda, so he was going to ask her to do that now.

Diane Probst, 319 Broadway Street, addressed the Council. Ms. Probst stated she wanted to inform everyone of the Find Yourself on the Rockport-Fulton Foodie Trail. Ms. Probst explained you sign up for the Foodie Trail pass which includes over 30-plus local eateries featuring seafood, discounts and more. Ms. Probst added you unlock prizes by eating and checking in at restaurants April 1-30 and you can get more information by visiting www.rockport-fulton.org and clicking on Restaurant Weeks-Taste of Rockport-Fulton.

23. 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 stated the Second Saturday in the Heritage District went off very well: Council Member Jackson expressed she was proud of the NJROTC; very impressive.

Mayor Pro-Tern Villa said the Easter egg hunt at the park this past weekend was well attended. Mayor Pro-Tern Villa stated he was also proud of the NJROTC, and they rock; they are a good group of children, and they are real ambassadors for the City.

Council Member Brundrett extended congratulations to the NJROTC stating they make the City of Rockport look good. Council Member Brundrett said there are quite a few drainage projects going on in Ward 3. Council Member Brundrett stated he is working with Police Chief Stevens on having a neighborhood conversation about the recent crimes.

Council Member Hattman reminded everyone Lemonade Day is May 7, 2022. Council Member Hattman stated the Business Expo for small businesses is April 28, 2022, and encouraged everyone to come and support them.

Mayor Rios stated last Thursday he and his wife Patty attended a movie and dinner at the Children's Coalition of Aransas County which is an extremely needed component in the County. Mayor Rios wished everyone Happy Easter.

24. Adjournment.

At 9:18 p.m., Mayor Pro-Tern Villa moved to adjourn. Motion was seconded by Council Member Brundrett. Motion carried unanimously.

APPROVED:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 5

Deliberate and act on 2nd quarter Report from Rockport Center for the Arts for Fiscal Year 2021-2022 marketing expenditures.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: The Rockport Center for the Arts has been allocated \$250,000 in Fiscal Year 2021-2022 Hotel Occupancy Tax (HOT) funds. According to our agreement with Rockport Center for the Arts, fiscal quarterly reports are required to be submitted to the City Council for approval. See the accompanying 2nd quarter HOT Expenditure Report for additional information.

FISCAL ANALYSIS: Charged to account 6602040. The budgeted amount is \$250,000 and year to date expenses are \$ 47,707.99.

RECOMMENDATION: Staff recommends Council approve the Rockport Center for the Arts Fiscal Year 2021-2022 Hotel Occupancy Tax funds 2nd quarter expenditures and authorization to disburse 3rd quarter funds in the amount of \$62,500.00, as presented.

City of Rockport Hotel Occupancy Tax Report

FY2022 Detail of Marketing Expenditures per Quarter

Approved HOT Expense Category	Approved Budget Amount per HOT Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total	Variance
		Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Expenditures	by Expense
		2021	2022	2022	2022	by Line Item	Line Item
A. Promotion of the Arts:							
Advertising	\$ 37,000.00	\$ 622.50	\$ 1,142.50			\$ 1,765.00	\$ 35,235.00
Art Fair	\$ 10,000.00	\$ -	\$ 11,653.87			\$ 11,653.87	\$ (1,653.87)
Art Loop	\$ 4,000.00	\$ -	\$ 4,000.00			\$ 4,000.00	\$ -
Art Festival	\$ 30,000.00	\$ -	\$ 1,100.00			\$ 1,100.00	\$ 28,900.00
Exhibitions	\$ 30,000.00	\$ 12,712.33	\$ 4,500.69			\$ 17,213.02	\$ 12,786.98
Film Festival	\$ 4,000.00	\$ 3,110.00	\$ 307.50			\$ 3,417.50	\$ 582.50
Sculpture Garden	\$ 7,000.00	\$ -	\$ 6,489.60			\$ 6,489.60	\$ 510.40
Workshops & Classes	\$ 14,000.00	\$ 6,338.09	\$ 3,970.11			\$ 10,308.20	\$ 3,691.80
A. Promotion of the Arts Sub Total	\$136,000.00	\$ 22,782.92	\$ 33,164.27			\$ 55,947.19	
B. Promotion of Convention Tourism:	\$114,000.00	\$ -	\$ 14,543.72			\$ 14,543.72	\$ 99,456.28
A. + B. Total Funds Used		\$ 22,782.92	\$ 47,707.99			\$ 70,490.91	
A. + B. Total Requested / Approved	\$ 250,000.00	\$ 62,500.00	\$ 62,500.00			\$ 125,000.00	
Quarterly Variance		\$ 39,717.08	\$ 14,792.01			\$ 54,509.09	



**Hotel Occupancy Tax Grant Report for the City of Rockport
2nd Quarter Fiscal Year 2022
January to March 2022**

OUR MISSION

Rockport Center for the Arts' mission is to be the catalyst and epicenter for opportunities to explore the creative arts.

OUR SLOGAN

Explore. Discover. Express.

Compelling Visual Arts Programming



Continuation: January 2022
Visual Arts Program: Annual Exhibit
Group Show

31



CURRENTS 2021
ANNUAL ALL MEMBERS EXHIBITION
NOVEMBER 20-JANUARY 16 | ROCKPORT CENTER FOR THE ARTS

Continuation: January 2022
Visual Arts Program: Annual Exhibit
Group Show

32



SARAH FEDAK | GEORGE ANN JOHNSON | CISCO WILLISON
NOVEMBER 20-JANUARY 16 | ROCKPORT CENTER FOR THE ARTS

February 2022

Visual Arts Program: *The Lighthouse – Safe Passage in a Turbulent Sea*

33



Rockport Center for the Arts
401 S. Austin Street, Rockport, tx 78382

The Lighthouse Safe Passage in a Turbulent Sea New Work by William Tersteeg

February 4 - 27, 2022
Opening Reception | Feb 5, 5-7 PM

"This work presents the lighthouse as a symbol of hope, a beacon of safety on the edge of the troubled sea. Lighthouses are constructed to withstand powerful, violent storms and turbulent ocean waters, so it is no wonder they are frequently depicted as symbols of strength. They are also reflections of my visual, intellectual and emotional world."

-William Tersteeg



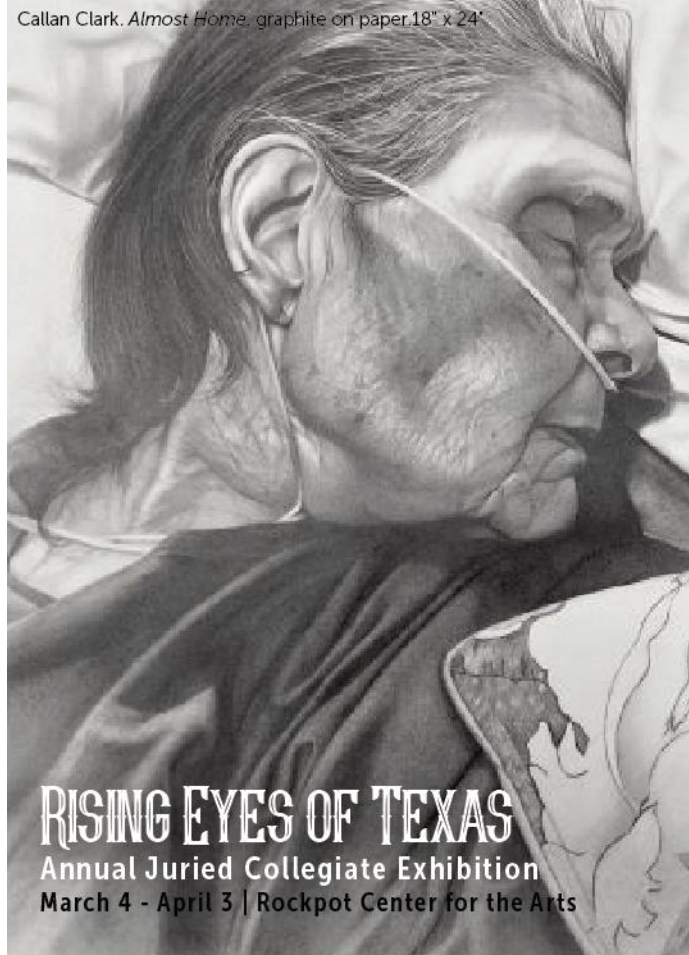
www.rockportartcenter.com/tersteeg

March 2022

Visual Arts Program: *The Rising Eyes of Texas Show*

34

Callan Clark. *Almost Home*. graphite on paper. 18" x 24"



Kristen Gans. *Tree of Life*. clay, wood, fiber. 5' x 3' x 5'



Rockport Center for the Arts
401 S. Austin Street, Rockport, TX 78382

RISEING EYES OF TEXAS 2022

Opens March 4 - April 3 | Reception March 5, 5-7pm

Prize Juror - Joseph Cohen, Davis Cohen Art

Abilene Christian University **Rebekah Conder** Austin College **Rebecca Tobias**
Baylor University **Ellis Barber** Houston Baptist University **Amari Lavergne**,
Callan Clark Sam Houston State University **Arthur Mangum**,
Jesus Daniel Lopez Southern Methodist University **Olivia Arratia**
Stephen F. Austin State University **Elizabeth Fontenot**, **Kristen Gans**
Texas A & M University - Corpus Christi **Christopher Janssen**, **Jenn Peek**,
Eric Cuevas, **Gabriella Vian**, **Jacqueline Negreros**, **Olivia Hinkel**,
Millicent Alvarado Texas Christian University **Lauren Fleniken**
Texas State University **Celina Hernandez**, **Kim Le**, **Veronica Hernandez**
University of Dallas **Daniela Ferreira Cabeza-Vanegas**
University of the Incarnate Word **Katrina Macias**, **Kahsandra Williams**
University of North Texas **Aaron Hollingsworth**, **Chenxi Gao**,
Kendra Brown University of Texas at Arlington **Michelle Torres**
University of Texas Permian Basin **Priscilla Hernandez** University of Texas Rio
Grande Valley **Kathleen Kelley** University of Texas at San Antonio **Kris Addison**

Thank you to the Christopher and Jessica Giesey
Rising Eyes of Texas Scholarship Fund



www.rockportartcenter.com/reot2022

RISEING EYES OF TEXAS
Annual Juried Collegiate Exhibition
March 4 - April 3 | Rockport Center for the Arts



thoughtfully handcrafted

April 8 - May 8 | Reception April 9, 5-7PM

Work by Splinter Group of Austin, TX

Alex Lohn

Alessandro Maria

Shota Yamaguchi | SYD Furniture

James Felton Graham | J Felton Design

Adam Owens

Adam Tablemaker

Bruce Koach

Brian Shimansky | Shimansky Design

Rhodes Hinman

Phillip Hernandez | Domi Goods

Mark Macek

Michael Maximo

Mathew Hedgpath Smith | Hedgpath Works

Ivan Walker



REFINEMENT

WORK BY ERIN CUNNINGHAM

April 8 - May 8 | Reception April 9, 5-7PM

Erin Cunningham utilizes material combinations, such as cast metals, and the female figure to explore dualities of masculine and feminine, disposable and precious, fragility and strength.



The Arts, Tourism and Economic Development



The Austin Street corridor is home to many art galleries that showcase a wide variety of media. When you come to Rockport, see them all to get the full experience of the best Art Colony of the Gulf Coast.

Special Event Program: Year Round

The Rockport Art Loop: A Downtown Gallery Walk



#1 Coastal Modern

1012 E North St
catlinm3@gmail.com

www.3rdcoastmodern.com/

#3 John Martell Photography

302 S Austin St
donnagordon17@yahoo.com
www.johnmartellphotography.com
www.facebook.com/JohnMartellPhotography

#5 Rockport Gallery

415 S Austin St #2
doglenn@yahoo.com
www.rockportgallery.com
www.facebook.com/rockportgallery

#7 Stan Irvin Unique Clay Works

215 Water St
vtotten@gmail.com
www.stanirvin.com
www.facebook.com/stanirvinceramics

#9 The Gallery at Latitude 28 02 Restaurant

105 N Austin St
latituderockport@gmail.com
www.latituderockport.com
www.facebook.com/Latitude-2802-Restaurant-Art-Gallery-191671097528405

#2 Elisa Baker

1010 E Wharf St
elisa@elisabakerart.com
www.elisabakerart.com
www.facebook.com/elisabakerart

#4 Rockport Center for the Arts

401 S Austin St, Ste B
elena@rockportartcenter.com
www.rockportartcenter.com
www.facebook.com/rockportartcenter

#6 Salt Flats Gallery

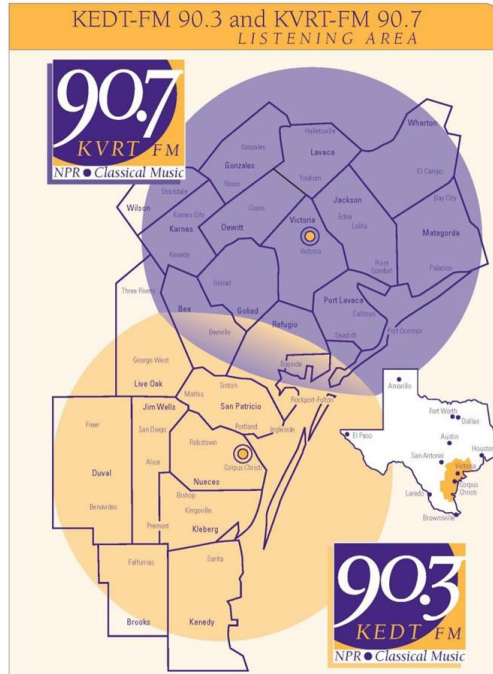
415 S Austin St #10
diane@dianeloyd.com
www.saltflatsphotography.com
www.facebook.com/DianeLloydPhotographyStudioAndGallery

#8 The Gallery at Anita Diebel Studio

111 N Austin St
anitadiebelstudio@gmail.com
www.anitadiebel.com

#10 Wind Way Gallery

203 S Austin St
windwayart@gmail.com
www.windwaygallery.com
www.facebook.com/Wind-Way-Gallery-of-Rockport-Texas-150940794950957



Special Event Program: February 2022



Clay Expo Advertising Plan		
QuikPrint	Event Brochures	\$ 454.02
KIII-TV	Television Spots	\$ 2,001.75
KEDT	Radio Ads	\$ 1,000.00
Glasstire	Online Ads, Art Content	\$ 2,239.00
Winfrey Media, Prokell Publicity	Press Release Circulation	\$ 240.00
Total Media Buy		\$ 5,934.77

Clay Expo Weekend		2/5 - 2/6/2022
Total Attendance (n)		39 599
Visitor Data Distribution		2/5 - 2/6/2022
Tourism > 75 Miles*		43%
Local**		57%
Total		100%
*Highlights of Tourism > 75+ miles and major metropolitan areas in Texas		2/5 - 2/6/2022
Austin		3%
Dallas/ Ft. Worth		0%
Houston		4%
San Antonio		4%
Total major metro areas		10%
Tourism from outside Texas		28%
Rural tourism beyond 75 miles		5%
Total tourism from beyond 75 miles		43%
** Local Visitors < 75 miles		2/5 - 2/6/2022
Rockport / Fulton		38%
Corpus Christi		12%
Victoria		0%
Rural Areas		7%
Total Local Visitation		56%

Statistician: Nancy Raley





13 TEXAS ART GALLERIES

**MAR
26 - 27**



41

Spring Art Fair by the Bay (3-Day Event)	3/25 to 3/27/2022
Total Attendance (n)	1,003
Visitor Data Distribution	3/25 to 3/27/2022
Tourism > 75 Miles*	43%
Local**	57%
Total	100%
*Highlights of Tourism > 75+ miles and major metropolitan areas in Texas	3/25 to 3/27/2022
Austin	6%
Dallas/ Ft. Worth	2%
Houston	5%
San Antonio	8%
Total major metro areas	21%
Tourism from outside Texas	11%
Rural tourism beyond 75 miles	11%
Total tourism from beyond 75 miles	43%
** Local Visitors < 75 miles	3/25 to 3/27/2022
Rockport / Fulton	38%
Corpus Christi	14%
Victoria	0%
Rural Areas	6%
Total Local Visitation	57%



Total Media Buy: \$15,000

Statistician: Nancy Raley

Participating Galleries:

Moroles Art Co Rockport, TX

Anita Diebel Gallery Rockport, TX

Windway Gallery Rockport, TX

K-Space Contemporary Corpus Christi, TX

Cerulean Gallery Amarillo and Dallas, TX

MJP Art Services Houston, TX

Hausmann Millworks San Antonio, TX

..lockingbird Handprints San Antonio, TX

A-Smith Gallery Johnson City, TX

Presa House Gallery San Antonio, TX

Mi Vida Loca Gallery Corpus Christi, TX

Art Everywhere Egery Island, TX

Galleria 201 Laredo, TX

Texas A&M Corpus Christi Faculty Corpus Christi, TX



Coming Up! Downtown Beautification: May 2022
Beach Day by Colorado Sculptor Kathy Wardle

43



Coming Up! Special Event Program:
July 2-3, 2022

44



Tourism Visitation Records at Rockport Center for the Arts

this
year.

Visitation at Rockport Center for the Arts
Highlights of Tourism Activities, Data Set
January - March 2022

Though not mandatory, zip codes are requested from every visitor.

Visitor Data at Rockport Center for the Arts' Showroom on S. Austin St.	Jan-22	Feb-22	Mar-22	Quarterly Total
Total Attendance (n)	442	971	741	2,154
Visitor Data Distribution	Jan-22	Feb-22	Mar-22	
Outside 75 Miles*	41%	60%	62%	
Local**	59%	40%	38%	
Total	100%	100%	100%	
*Highlights of Tourism > 75+ miles and major metropolitan areas in Texas	Jan-22	Feb-22	Mar-22	
Austin	4%	5%	12%	Top Market March
Dallas / Ft. Worth	2%	3%	2%	
Houston	7%	8%	12%	Top Market Jan- Mar
San Antonio	4%	5%	10%	
Total major metro areas	16%	21%	35%	
Tourism from outside the State of Texas	18%	30%	18%	
Rural tourism beyond 75 miles	7%	9%	9%	
Total tourism from beyond 75 miles	41%	60%	62%	Spring Trend-Up
** Local Visitors < 75 miles	Jan-22	Feb-22	Mar-22	
Rockport / Fulton	45%	31%	24%	
Corpus Christi	6%	5%	10%	
Victoria	3%	1%	0%	
Rural Areas	5%	3%	4%	
Total	59%	40%	38%	



47

Visitation at Rockport Center for the Arts
Highlights of Tourism Activities, Data Set
Last Year Shown as Comparison: January - March 2021
Though not mandatory, zip codes are requested from every visitor.

Visitor Data - Rockport Center for the Arts	Jan-21	Feb-21	Mar-21	Quarterly Total
Total Attendance (n)	330	719	712	1,761
Visitor Data Distribution	Jan-21	Feb-21	Mar-21	
Outside 75 Miles*	21.00%	39.80%	59.00%	
Local**	79.00%	60.20%	41.00%	
Total	100.00%	100.00%	100.00%	
*Highlights of Tourism > 75+ miles and major metropolitan areas in Texas	Jan-21	Feb-21	Mar-21	
Austin	2.40%	3.25%	8.30%	
Dallas / Ft. Worth	0.60%	3.25%	2.50%	
Houston	2.70%	5.60%	7.60%	
San Antonio	5.20%	5.30%	15.30%	
Total major metro areas	10.90%	17.40%	33.70%	
Tourism from outside the State of Texas	5.50%	13.30%	13.50%	
Rural tourism beyond 75 miles	4.60%	9.10%	11.80%	
Total tourism from beyond 75 miles	21.00%	39.80%	59.00%	
** Local Visitors < 75 miles	Jan-21	Feb-21	Mar-21	
Rockport / Fulton	71.20%	55.80%	34.00%	
Corpus Christi	3.60%	1.40%	2.80%	
Victoria	0.00%	0.90%	1.50%	
Rural Areas	4.20%	2.10%	2.700%	
Total	79.00%	60.20%	41.00%	

Quarterly Attendance Impact

January – March 2022

As compared same period prior year.

48

Jan – Mar 2022		
Attendance to Special Events & Festivals	Art Center Visitation	Quarterly Impact
1,602	2,154	3,756 (up 113% vs. prior year)
Jan – Mar 2021		
Attendance to Special Events & Festivals	Art Center Visitation	Quarterly Impact
0	1,761	1,761



ROCKPORT
CENTER
FOR THE ARTS

Expenditures Against Budget

Rockport Center for the Arts

Actual Administrative Expenses vs. Annual Budget FY2022

		Actual Expenses Jan - Mar 2022	Budget Jan - Mar 2022	\$ Over/Under Budget	% of Budget
Expense					
Advertising & Promotion	\$	2,371	\$ 1,000	\$ 1,371	237%
Awards, Honorariums & Gifts	\$	62	\$ 250	\$ (188)	25%
Bank Service Charges	\$	137	\$ 87	\$ 49	157%
Cash (Over) Short	\$	0			
Contract services	\$	730	\$ 3,175	\$ (2,445)	23%
Credit Card Fees	\$	2,503	\$ 2,500	\$ 3	100%
Depreciation Expense	\$	1,626			
Dues and Subscriptions	\$	2,721	\$ 1,250	\$ 1,471	218%
Food & Beverage	\$	98	\$ 181	\$ (83)	54%
Insurance	\$	1,485	\$ 3,500	\$ (2,015)	42%
Licenses, Fees and Permits	\$	15	\$ 25	\$ (10)	60%
Maintenance & Repairs	\$	205	\$ 375	\$ (170)	55%
Marketing	\$	1,268	\$ 750	\$ 518	169%
Payroll Expenses	\$	93,352	\$ 98,627	\$ (5,275)	95%
Postage and Delivery	\$	631	\$ 625	\$ 6	101%
Printing and Reproduction	\$	1,821	\$ 500	\$ 1,321	364%
Professional Fees	\$	5,530	\$ 5,888	\$ (358)	94%
Rental	\$	5,211	\$ 5,134	\$ 77	102%
Security	\$	264	\$ 141	\$ 123	187%
Staff Training & Development	\$	-	\$ 250	\$ (250)	0%
Supplies & Materials	\$	853	\$ 2,789	\$ (1,935)	31%
Taxes	\$	4			
Telephone	\$	180	\$ 120	\$ 60	150%
Transportation	\$	500	\$ 600	\$ (100)	83%
Travel	\$	811	\$ 1,000	\$ (189)	81%
Utilities	\$	887	\$ 1,150	\$ (263)	77%
Total Expense	\$	123,264	\$129,916	\$ (6,652)	95%

Except for Advertising, Rockport Center for the Arts does not budget Administrative Expenses that are paid using HOT funds.

Out of \$123,000 in actual administrative expenses, \$1,000 or less than 1%, was paid in Advertising and Public Relations for a radio promotion.



Hotel Occupancy Tax Report for January to March 2022

Support through the HOT Grant allows the Art Center to develop, nurture and promote cultural programming that is a boon for cultural tourism to the City of Rockport. Thank you for your continued support.

**Luis Purón
Executive Director**

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 6

Deliberate and act on request from Texas Maritime Museum for: 1) Closure of Chamber Street, from Loop 70 to Navigation Circle on Thursday, May 26, 2022, from 2:00 p.m. to 12:00 a.m., and on Saturday, May 28, 2022, from 8:00 a.m. to 12:00 a.m.; 2) Use of Festival Site for parking; and 3) Permission for beer and wine consumption on the grounds of the Texas Maritime Museum, for the 25th Annual Festival of Wines and Food.

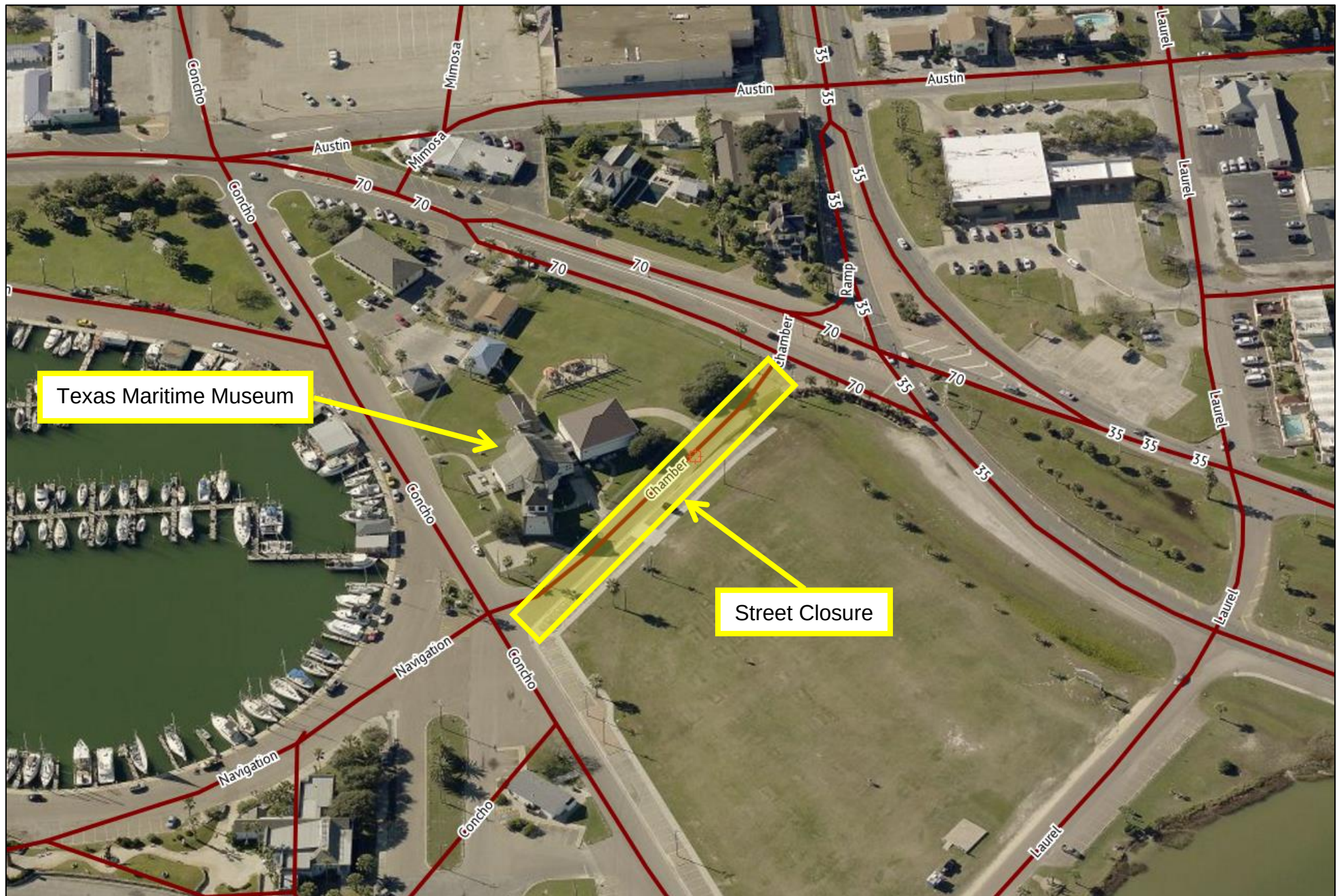
SUBMITTED BY: City Secretary Teresa Valdez

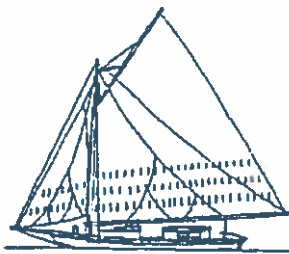
APPROVED FOR AGENDA: RNM

BACKGROUND: The Texas Maritime Museum is sponsoring their 25th Annual Festival of Wines and Food. See the accompanying letter requesting street closure, use of the Festival Site for parking, and permission for beer and wine consumption on the grounds of the Texas Maritime Museum. This request is like their requests last year.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends Council approve the request from Texas Maritime Museum for: 1) Closure of Chamber Street, from Loop 70 to Navigation Circle on Thursday, May 26, 2022, from 2:00 p.m. to 12:00 a.m., and on Saturday, May 28, 2022, from 8:00 a.m. to 12:00 a.m.; 2) Use of Festival Site for parking; and 3) Permission for beer and wine consumption on the grounds of the Texas Maritime Museum, for the 25th Annual Festival of Wines and Food, as presented.





TEXAS MARITIME MUSEUM



54

1202 Navigation Circle • Rockport, Texas 78382 • (361) 729-1271 • Fax (361) 729-9938 • (866) 729-AHOY • E-mail: jparkoff@texasmaritimemuseum.org

2021-2022

Board of Trustees

Karl Hattman
President

Tom York
Vice President

Garry Cate, CPA
Treasurer

Rose Williams
Secretary

Cody Revel

Veronika Camehl

Ken Kellar

Cecil Rousseau

Jim Ferris

Chad Lee

April 19, 2022

Rockport City Council
City of Rockport
2751 S. Hwy 35 Bypass
Rockport, TX 78382

Dear City Council Members:

It's that time of year again. The Texas Maritime Museum is ready to open our grounds for the 25th Annual Festival of Wines and Food.

We would like to request the closing of Chamber Street, from Loop 70 to Navigation Circle on the following dates:

1. Thursday, May 26, 2022 from 2:00 p.m. to 12:00 a.m. for the Patron Party
2. Saturday, May 28, 2022 from 8:00 a.m. to 12:00 a.m. for the Festival of Wines and Food.

In addition to the street closing, we are requesting use of the Festival Site for parking the same days, as well as the **permission for beer and wine consumption on the grounds of the Texas Maritime Museum.**

If you should have any questions about this request, please contact the Texas Maritime Museum office.

Sincerely,

Justin Parkoff, PhD, RPA
Executive Director & Marine Archaeologist



ARANSAS COUNTY NAVIGATION DISTRICT

February 10, 2022

Mr. Justin Parkoff
Executive Director
Texas Maritime Museum
1202 Navigation Circle
Rockport, Texas 78382

RE: 25th Annual Rockport Wine Festival

Dear Mr Parkoff:

Pursuant to the Special Meeting held Wednesday, February 9, 2022, the Aransas County Navigation District Board of Commission voted unanimously on your request pertaining to the closure of Chamber Street, from Loop 70 to Navigation Circle including the use of the festival grounds as a parking facility. The dates and times agreed are Thursday, May 26, 2022 from 2:00p.m to 12:00 a.m. for the Patron Party and Saturday, May 28, 2022 from 8:00 a.m. to 12:00 a.m. for the Rockport Wine Festival. As per your request permission has been granted for the sale and consumption of alcohol on the grounds of the Texas Maritime Museum.

Should you have any questions, please do not hesitate to contact this office at 631-450-8112.

Sincerely,

ARANSAS COUNTY NAVIGATION DISTRICT

Nelda Covarrubias

Office Secretary

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 7

Deliberate and act on request from South Rockport Neighbors to close Concho Street in front of the Public Safety Center on May 16, 2022, from 10:00 a.m. until 12:30 p.m. for the annual Peace Officer's Memorial Service.

SUBMITTED BY: George Riekers

APPROVED FOR AGENDA: RNM

BACKGROUND: The South Rockport Neighbors sponsor the Peace Officer's Memorial Services each year. The Woodman Corporation is loaning the South Rockport Neighbors a 60'x 40' American Flag for the services this year and it will require 50-60 people to hold it. Thus, they have requested closure of Concho Street to allow enough area for this display.

For additional information see the request letter.



FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of this request.

DEAR TERESA ,

4/18/22

PLEASE PUT THIS BEFORE THE COUNCIL THANK YOU,

EVERY YEAR, SOUTH ROCKPORT NEIGHBORS SPONSORS PEACE OFFICER'S MEMORIAL SERVICES IN FRONT OF THE PUBLIC SAFETY CENTER AT 714 CONCHO STREET. WE HAVE THE PLEDGE OF ALLEGEANCE, SPEAKERS, OPENING AND CLOSING PRAYERS AND TAPS.

SOMEONE IN THE WOODMAN CORP. NOTICED THAT THIS PAST CHRISTMAS WE GAVE \$500 TO OUR LOCAL V.F.W. AND THAT WE GAVE BOTH THE ROCKPORT POLICE AND ARANSAS COUNTY SHERIFF'S DEPARTMENTS \$500 EACH AS WELL. THEY WANTED TO DO SOMETHING FOR OUR PATRIOTISM AND OUR SUPPORT OF LAW ENFORCEMENT SO THEY ARE SENDING US (ON LOAN) A 60' X 40' AMERICAN FLAG FOR PEACE OFFICER'S MEMORIAL DAY SERVICES.

THIS FLAG REQUIRES ABOUT 50 -60 PEOPLE TO HOLD IT SO WE HAVE NOTIFIED THE LOCAL VETERANS ORGANIZATIONS AND THE ROTC FOR ASSISTANCE AND THE PUBLIC WILL BE ASKED AS WELL.

EXPECTING A LARGE CROWD OF PEOPLE WE REQUEST CONCHO STREET IN FRONT OF THE PUBLIC SAFETY CENTER BE CLOSED ON MONDAY, MAY 16TH FROM 10:00 AM UNTIL 12:30 PM. FOR SAFETY CONCERNS.

WE ALSO INVITE COUNCIL MEMBERS AND ANYONE ELSE WHO WOULD LIKE TO PAY TRIBUTE TO THE LAW ENFORCEMENT WHO HAVE LOST THEIR LIVES OR WERE MAIMED IN THE LINE OF DUTY AND TO SAY THANK YOU TO THOSE WHO CONTINUE TO SERVE.

AFTER THE SERVICE ALL LAW ENFORCEMENT INCLUDING THOSE AT THE JAIL WILL BE SERVED LUNCH. COMPLIMENTS OF SOUTH ROCKPORT NEIGHBORS AND TROPICAL SMOOTHIE CAFÉ.

RESPECTFULLY



GEORGE RIEKERS

463-3298

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 8

Deliberate and act on a Resolution consenting to the assignment of interest in the water supply agreement with Copano Cove Water Company to CSWR-Texas Utility Operating Company, LLC and authorizing the Interim City Manager to negotiate and execute all necessary documents.

SUBMITTED BY:

APPROVED FOR INCLUSION ON AGENDA: RNM

BACKGROUND: Copano Cove Water Company is being sold to CSWR-Texas Utility Operating Company. Section 14 of the Water Supply Agreement requires the written consent of the City in order for Copano Cove Water Company to assign its interest in the Water Supply Agreement to another party. There is no reason for the City to object to the sale.

FISCAL ANALYSIS: CSWR assumes all of the obligations of the agreement with the assignment.

STAFF RECOMMENDATION: Staff recommends Council approve the Resolution consenting to the assignment of interest in the water supply agreement with Copano Cove Water Company to CSWR-Texas Utility Operating Company, LLC and authorize the Interim City Manager to negotiate and execute all necessary documents, as presented.

RESOLUTION NO. 2022-__

**APPROVING ASSIGNMENT OF INTEREST IN WATER SUPPLY AGREEMENT
BETWEEN CITY OF ROCKPORT AND COPANO COVE WATER COMPANY;
AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE
ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Copano Cove and the City entered into a Water Supply Agreement approved by City Council on November 10, 2020, and executed by the Copano Cove Water Company on November 18, 2020; and

WHEREAS, Copano Cove Water Company desires to assign all of its interest in and to the Water Supply Agreement to CSWR – Texas Utility Operating Company, LLC, a Texas limited liability company; and

WHEREAS, Section 14 of the Water Supply Agreement requires the written consent of the City in order for Copano Cove Water Company to assign its interest in the Water Supply Agreement to another party; and

WHEREAS, Section 15 of the Water Supply Agreement states that any change to the Water Supply Agreement must be in writing; and

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

Section 1. That the City Council of the City hereby approves the Assignment of Interest in the Water Supply Agreement between City of Rockport and Copano Cove Water Company from Copano Cove Water Company to CSWR-Texas.

Section 2. That the City Council of the City hereby authorizes the Interim City Manager to negotiate and execute all necessary documents.

PASSED and APPROVED by **ROCKPORT CITY COUNCIL** on the 26th day of April 2022.

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

**ASSIGNMENT OF INTEREST IN WATER SUPPLY AGREEMENT BETWEEN CITY
OF ROCKPORT AND COPANO COVE WATER COMPANY**

This Assignment of Interest in Water Supply Agreement between City of Rockport and Copano Cove Water Company (“Assignment”) is executed as of the 26th day of April 2022, by and between COPANO COVE WATER COMPANY, INC., a Texas Corporation (“**Copano Cove**”), the CITY OF ROCKPORT, TEXAS, a municipal corporation organized under the laws of the State of Texas (“**City**”), and CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company (“**CSWR-Texas**”), collectively (the “**Parties**”).

WHEREAS, Copano Cove and the City entered into that certain Water Supply Agreement approved by the Rockport City Council on November 10, 2020 and signed by the Copano Cove and the City on November 18, 2020 (the “**Agreement**”);

WHEREAS, by entering into this Assignment, the Copano Cove and the City desire to assign all of Copano Cove’s interest in and to the Agreement to CSWR-Texas and CSWR-Texas desires to accept such assignment;

WHEREAS, Section 14 of the Agreement requires the written consent of the City in order for Copano Cove to assign its interest in the Agreement to another party;

WHEREAS, Section 15 of the Agreement states that any change to the Agreement must be in writing;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree:

1. As of the date of this Assignment, Copano Cove hereby assigns, conveys, transfers and sets over unto CSWR-Texas all of Copano Cove’s right, title and interest in and to the Agreement and CSWR-Texas agrees to and accepts such assignment.
2. The City, by its signature on this Assignment, consents to such transfer of the right, title and interest in the Agreement from Copano Cove to CSWR-Texas.
3. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

COPANO COVE WATER COMPANY, INC.

CITY OF ROCKPORT, TEXAS

By: _____

By: _____

Name: _____

Name: Richard N. Morton

Title: _____

Title: Interim City Manager

CSWR-TEXAS UTILITY OPERATING
COMPANY, LLC

By: Central States Water Resources, Inc., its
manager

By: _____
Josiah M. Cox, President

**WATER SUPPLY AGREEMENT
BETWEEN
CITY OF ROCKPORT
AND
COPANO COVE WATER COMPANY, INC.**

THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL MEN BY THESE PRESENTS

THAT the City of Rockport, a municipal corporation organized under laws of the State of Texas, hereinafter referred to as the "City" and Copano Cove Water Company, Inc., a Texas corporation organized under the laws of the State of Texas, hereinafter referred to as "Copano" have contracted and agreed by and between themselves as follows:

Section 1 - Summary

The City agrees to furnish treated fresh water under pressure to Copano at the points of delivery herein specified in Article 2 below. Copano expressly understands and agrees that the delivery and taking of water as herein contemplated are subject to all limitations as to the quantity of water which may be available to the City through its contract with the San Patricio Municipal Water District and its suppliers, now in effect or as may hereafter be amended by City or San Patricio Municipal Water District, said contract being incorporated by reference. All water shall be supplied for the use by and resale to customers of Copano.

Section 2 – Permits and Impact Fees

Sec. 2.01 - Copano hereby authorizes the City to issue construction permits and perform all necessary inspections as required by the City's ordinances relating to plumbing, building, electrical, gas and mechanical codes, on all customers serviced by Copano. Copano further agrees to meet Texas Commission on Environmental Quality regulations pertaining to the safety of the City's potable water systems. Copano shall require all of its customers to agree to the above requirements as a condition for receipt of water services from Copano.

Sec. 2.02 - Copano agrees to permit the City of Rockport to collect Impact Fees, from Copano customers, on new development in accordance with Chapter 395 of the Texas Local Government Code. Further, Copano agrees not to install any new meter taps for the provisioning of water connections to the Copano Water System unless proof of Impact Fee payment to Rockport is presented to Copano.

- A. "Impact Fee" is defined as a fee to be imposed upon new development, calculated based upon the costs of facilities in proportion to development creating the need for such facilities.
- B. "New Development" is defined as the subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alterations, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units for water service. New development includes the

sales of water taps resulting from the conversion of an individual well or other individual system to the Copano Water System.

Section 3 – Delivery Points and Volumes

Sec. 3.01 - The points of delivery shall be the existing meter locations:

- A. Copano Parkway and Copano Ridge Road, for service to Copano customers;
- B. Rattlesnake Point Road approximately 150' west of its intersection with FM 1781, for service to Copano customers;
- C. Approximately 3200 West FM 1781 on Copano Ridge Road.

Sec. 3.02 - The City agrees to deliver the following maximum gallons per minute:

- A. Location 3.01(A) - 160 GPM
- B. Location 3.01(B) - 1,000 GPM
- C. Location 3.01(C) - 600 GPM

Sec. 3.03 - In the event Copano should require additional maximum feeds, improvements to upgrade the system will be at the sole expense of Copano.

Section 4 - Term

The term of this agreement shall be for a period of five (5) years beginning October 13, 2020 and ending October 12, 2025. Copano shall have one option to renew this agreement for an additional five (5) years, which option must be exercised by Copano giving the City at least ninety (90) days' written notice before the end of this contract term. Said option to renew this agreement shall become effective only after Rockport City Council has received the above 90 day written notice and has had the opportunity to review, modify and/or approve the terms stated herein.

Section 5 - Rates

Sec. 5.01 - The rate to be charged by the City to Copano shall be set in accordance with Chapter 102 of Code of Ordinances, City of Rockport. The rate charged shall include any applicable fire fund fee(s) and capital recovery impact fee(s)

Sec. 5.02 - It is expressly agreed that should the rates presently being charged to the City by San Patricio Municipal Water District and/or its suppliers be increased for whatever reason, then such increase in rate shall be passed on to and be payable by Copano to the City.

Sec. 5.03 - Should a new bond issue be passed by City or the San Patricio Municipal Water District, resulting in increased rates, then the increased rates will be passed on to Copano on a pro rata basis based on consumption.

Sec. 5.04 - Copano shall provide the City with a drought contingency plan that is in compliance with the requirements of San Patricio Municipal Water District's supply contract.

Section 6 – Release of Responsibility

All responsibility of the City for the use and distribution of water supplied to Copano, shall cease and end upon its delivery to the points of delivery hereinbefore referred to in Article 3.

Section 7 – Emergency Shut Off

In case of the bursting, damage to or destruction of any of the water mains or pipes in either the City or Copano, or in case it may become necessary to repair any part of the waterworks system of either of said parties hereto, whereby it becomes necessary to shut off such water supply temporarily, the City is hereby authorized to close any valve or valves in any of the mains at the point of delivery between the said parties as may be necessary for the protection of either waterworks system, or to meet the exigencies of the case. And it is expressly covenanted, understood and agreed that the said City shall in no way be held liable or responsible for any damage, loss of profits, water waste or water loss that may result from such bursting, breakage, shut off or accident of any kind that may occur to said waterworks system or water mains, hydrants, valves or other connections within the areas served by the City or by Copano or for any water taken for Copano in connection with the furnishing of said water as herein provided by the City, and the said Copano hereby covenants and agrees to indemnify, save and hold harmless said City from any and all loss, damage or expense, that it or its customers may in any way incur or suffer by reason of the above, or by reason of the execution or performance of this Agreement.

Section 8 – Force Majeure

Copano individually and on behalf of its customers hereby agrees that the said City shall not be held responsible nor liable, nor shall it be held or considered as a breach of this contract, for failure on the City's part to supply water to said Copano, growing out of any actions of third parties not parties hereto, nor for breakage, unavoidable accident or injury of any kind occurring to the waterworks system, filtration plant, water mains or any part thereof, or on account of any suit, proceeding, judgment or decree in any court of record, restraining or interfering with the City in carrying out this contract on its part, nor shall it be held liable or responsible under this Agreement for any failure to supply water growing out of any lack of fuel or power to operate its pumping works occasioned by any accident, act of God beyond its control, the act of the elements, strikes, riots or public enemy, but the City expressly covenants and agrees to use due diligence and care to perform its contract upon its part and use all due diligence to repair or replace any and all breakages.

Section 9 - Default

It is further covenanted and agreed by Copano that in the event Copano shall, at any time, fail to perform or otherwise default in the performance of any of the duties, covenants, conditions, and agreements to which it has committed to herein or make default in any of the payments provided for herein, and if any such default shall continue for a period of thirty days, then and in that event this contract may be forthwith terminated at the option of the City upon giving ten (10) days' previous notice in writing of its intention to do so, and thereupon the water supply may be discontinued; provided, that the exercise of said option, the giving of said notice and declaration of the said termination of said contract shall be effective only after and upon a resolution to that effect, adopted by the City Council of the City of Rockport first authorizing the same. In the event Copano's failure to perform, or otherwise default, in the performance of any of the duties, covenants, conditions or agreements creates a potential risk, or risk, to the health and safety of the public, then in that event, the City after and upon a resolution to that effect, may discontinue the water supply until such time as said potential risk or risk has been eliminated.

Section 10 – Water Quality

The parties hereto, expressly agree that the City has made no affirmation of fact or promise relating to the water or quality of water being sold to Copano that has become the basis of this contract. Further, the City has made no affirmation of fact or promise relating to the water or the quality of water being sold that has created or amounted to an express warranty that the water would conform to any such affirmation or promise.

Section 11 - Warranty of Merchantability

The parties also expressly agree that the parties hereto disclaim any warranty of merchantability with respect to the water being sold, and Copano agrees to accept the water without any warranty of merchantability. The City also expressly disclaims any warranty of fitness for any particular purpose or purposes whatsoever with respect to the water being sold under the terms of this Agreement, and Copano accepts the water on an "AS IS" with all faults basis, and the City disclaims any implied warranties with respect to the water to be sold.

Section 13 - Notices

Notice to either party may be completed by hand-delivery or by depositing a written instrument into the U.S. mail by certified mail, return receipt requested to the following addresses:

For City:

City of Rockport
Attn: City Manager
622 E. Market St
Rockport, TX 78382

For Copano:

Copano Cove Water Company, Inc.
Attn: Michael Johnson, Secretary / Treasurer
2611 Hwy 35 North
Rockport, TX 78382

Should either party or any successor of either party change its address, then that party shall notify the other party within fifteen days of such change; otherwise, delivery of said notice shall be considered completed by sending it to the address listed herein or the last known address of either party hereto.

Section 14 - Assignment

This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. Michael Johnson, Copano Cove Water Company, Inc., may not assign all or any part of this agreement without the express written consent of the City

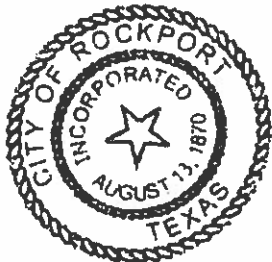
Section 15 – Entire Agreement

This instrument contains the entire agreement of the parties. It supersedes all prior agreements, understanding or representations, written or oral. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extensions or discharge is sought.

Section 16 - Severability

Should any provision of this Agreement be declared invalid or unenforceable, it is the intent of the parties hereto that the remainder of this Agreement be enforceable as provided herein.

Approved by the Rockport City Council meeting in Regular Session on this the 10th day of November 2020.



CITY OF ROCKPORT, TEXAS

Patrick R. Rios
Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez
Teresa Valdez, City Secretary

Executed this 18th day of November 2020

COPANO COVE WATER COMPANY, INC.

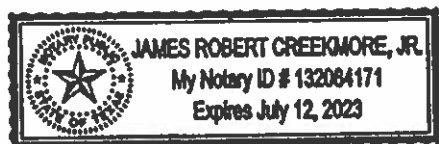
Michael Johnson
Michael Johnson, Secretary/Treasurer

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF ARANSAS

§
§

This instrument was acknowledged before me on the 18th day of November 2020 by Michael Johnson, Copano Cove Water Company, Inc.



James R. Creekmore, Jr.
Notary Public, State of Texas
Commission expires: 7/12/2023

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 9

Deliberate and act on an Assignment and Assumption Agreement between Rockport Harvey Housing, LLC, and Pearl Point Rockport I, LLC, and authorizing the City Manager to negotiate and execute all necessary documents.

SUBMITTED BY: Interim City Manager Richard Morton

APPROVED FOR AGENDA: RNM

BACKGROUND: Phase 1 of the Pearl Point Apartments is fully- eased and operating well. The City Council approved a partial assignment and assumption agreement between Rockport Harvey Housing, LLC and Pearl Point Phase 2, LLC in May 2021 so that project could be constructed and operated separately, if needed. Rockport Harvey Housing, LLC has now arranged for the sale of Phase 1 to Pearl Point Rockport I, LLC, LLC. They are requesting City approval within the next 30 days in order to proceed with the buyer's due diligence.

Section 11 (d) of the City's agreement with Rockport Harvey Housing states that the agreement cannot be assigned to another party without the City's consent, but the City cannot unreasonably "withhold, delay, or condition the assignment". Please see the accompanying assignment and assumption agreement and the existing agreement for more information.

FISCAL ANALYSIS: Unreasonably withholding, delaying, or conditioning the requested assignment will incur legal expenses and possible litigation.

RECOMMENDATION: Staff recommends Council approve an Assignment and Assumption Agreement between Rockport Harvey Housing, LLC, and Pearl Point Rockport I, LLC, and authorize the City Manager to negotiate and execute all necessary documents, as presented.

ASSIGNMENT AND ASSUMPTION AGREEMENT

Chapter 380 Economic Development Agreement

This Assignment and Assumption Agreement (the “Agreement”) is entered into effective as of the last date indicated below (“Effective Date”) by and among ROCKPORT HARVEY HOUSING, LLC, an Iowa limited liability company (“Assignor”), PEARL POINT ROCKPORT I, LLC, a Delaware limited liability company (“Assignee”), and the CITY OF ROCKPORT, TEXAS, a Texas Home Rule Municipality (“City”). Any terms not defined herein shall have the meanings given them in the Economic Development Agreement (as hereinafter defined).

WHEREAS, Assignor and City executed a Chapter 380 Economic Development Agreement (the “Economic Development Agreement”) that was filed with the County Clerk, Aransas County, Texas (File No. 366780);

WHEREAS, certain rights in the Economic Development Agreement concerning Phase II of the project described therein have been assigned to Pearl Point Phase 2, LLC, as provided in that Partial Assignment and Assumption Agreement dated May 25, 2021, that was filed with the County Clerk, Aransas County, Texas (File No. 383153);

WHEREAS, the descriptions of Phase I and Phase II of the development are contained in the Economic Development Agreement;

WHEREAS, the Economic Development Agreement provides that it cannot be assigned without the express written consent of the other party, which shall not be unreasonably withheld, delayed, or conditioned;

WHEREAS, the Economic Development Agreement further provides that City’s consent to Assignor’s assignment to an entity that owns and/or operates similarly sized and quality of residential projects shall be deemed delivered if the City does not formally approve the assignment within 30 calendar days after receiving notice from Assignor;

WHEREAS, subject to the provisions contained herein, Assignor wishes to assign its rights and obligations contained in the Economic Development Agreement in regards to Phase I of the development of the Property to Assignee and Assignee wishes to assume such rights and obligations;

Now, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS AND CONDITIONS. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein and the parties hereto represent they are true, accurate, and correct. The City acknowledges that Assignor has invested the \$20,000,000.00 required for Phase I of the Project and has fully complied with the requirements of the Economic Development Agreement for construction of the Phase I Improvements.

2. ASSIGNMENT AND ASSUMPTION. Effective as of the Effective Date, Assignor hereby assigns, sells, transfers and sets over (the “Assignment”) to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to, and all of Assignor’s obligations and liabilities under the Economic Development Agreement in relation to Phase I of the development of the Property that occur, accrue, or arise on and after the Effective Date. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor that occur, accrue, or arise on and after the Effective Date in connection with Phase I of the development of the Property under the Economic Development Agreement.

- (a) Assignee shall indemnify, defend, and hold harmless Assignor from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever, including attorney fees, which arise from or relate to the obligations assumed by Assignee under this Agreement.
- (b) Assignor shall indemnify, defend, and hold harmless Assignee from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever, including attorney fees, for any obligations under the Economic Development Agreement that were not assumed by Assignee under this Agreement.

3. CONSENT AND RELEASE. The City consents to Assignor’s assignment of rights and delegation of obligations as detailed in this Agreement and hereby irrevocably and forever releases and discharges Assignor from all of its duties and obligations occurring, accruing, or arising on or after the Effective Date under the Economic Development Agreement.

4. SEPARATION OF PHASE I AND PHASE II. The City acknowledges that the Phase I Improvements and the Phase II Improvements have been separated into two different, platted properties with different ownership. No default in connection with Phase I on Lot 1 of the Property shall in any way constitute an event of default for the owner of Phase II on Lot 2 of the Property, and no default in connection with Phase II on Lot 2 of the Property shall in any way constitute an event of default for the owner of Phase I on Lot 1 of the Property. The Project shall be operated in the two separate Phases independently, and each Owner shall be solely responsible for the obligations and solely entitled to the benefits of the Economic Development Agreement for the Phase located on its portion of the Property.

5. FURTHER ACTIONS. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more efficiently consummate the assignments and assumptions contemplated by this Agreement.

6. GOVERNING LAW. This Agreement shall be governed by, enforced, and interpreted in accordance with the law of the State of Texas, without giving effect to the principles thereof relating to conflicts of law.

7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until each of the parties named below has duly executed or caused to be duly executed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the ____ day of _____, 2022.

ROCKPORT HARVEY HOUSING, LLC

An Iowa limited liability company

By: _____

Name: Mark Uhr

Title: Co-Manager

STATE OF TEXAS §

§

COUNTY OF ARANSAS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Mark Uhr, as Co-Manager of Rockport Harvey Housing, LLC, an Iowa limited liability company, on behalf of said company.

Notary Public, State of Texas

PEARL POINT ROCKPORT 1, LLC
A Delaware limited liability company

By: _____

Name:

Title:

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, as _____ of Pearl Point Rockport 1, LLC, a
Delaware limited liability company, on behalf of said company.

Notary Public, State of _____

APPROVED BY CITY OF ROCKPORT, TEXAS:

CITY OF ROCKPORT, TEXAS

By: _____

Name: Richard N. Morton

Title: Interim City Manager

STATE OF TEXAS §

§

COUNTY OF ARANSAS §

This instrument was acknowledged before me on the 27th day of April 2022, by Richard N. Morton, as Interim City Manager of City of Rockport, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (the "Agreement") is entered into effective as of the last date indicated below ("Effective Date") by and among ROCKPORT HARVEY HOUSING, LLC, an Iowa limited liability company ("Assignor"), PEARL POINT PHASE 2, LLC, an Iowa limited liability company ("Assignee"), and CITY OF ROCKPORT, TEXAS, a Texas Home Rule Municipality ("City"). Any terms not defined herein shall have the meanings given them in the Economic Development Agreement (as hereinafter defined).

WHEREAS, Assignor and City executed a Chapter 380 Economic Development Agreement (the "Economic Development Agreement") that was filed with the County Clerk, Aransas County, Texas (File No. 0000366780);

WHEREAS, the Economic Development Agreement details Assignor's plans to develop the Property in two phases, Phase I and Phase II;

WHEREAS, the descriptions of Phase I and Phase II of the development are contained in the Economic Development Agreement;

WHEREAS, the Economic Development Agreement provides that it cannot be assigned without the express written consent of the other party, which shall not be unreasonably withheld, delayed, or conditioned;

WHEREAS, the Economic Development Agreement further provides that City's consent to Assignor's assignment to an entity that owns and/or operates similarly sized and quality of residential projects shall be deemed delivered if the City does not formally approve the assignment within 30 calendar days after receiving notice from Assignor;

WHEREAS, subject to the provisions contained herein, Assignor wishes to assign its rights and obligations contained in the Economic Development Agreement in regards to Phase II of the development of the Property to Assignee and Assignee wishes to assume such rights and obligations.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein and the parties hereto represent they are true, accurate, and correct.

2. **ASSIGNMENT AND ASSUMPTION.** Effective as of the Effective Date, Assignor hereby assigns, sells, transfers and sets over (the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's obligations and liabilities under the Economic Development Agreement in relation to Phase II of the development of the Property that occur, accrue, or arise after the Effective Date. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor that occur, accrue, or arise after the Effective Date in connection with Phase II of the development of the Property under the Economic Development Agreement.

- a. Assignee shall indemnify, defend, and hold harmless Assignor from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever, including

attorney fees, which arise from or relate to the obligations assumed by Assignee under this Agreement.

- b. Assignor shall indemnify, defend, and hold harmless Assignee from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever, including attorney fees, for any obligations under the Economic Development Agreement that were not assumed by Assignee under this Agreement.

3. **CONSENT AND RELEASE.** The City consents to Assignor's assignment of rights and delegation of obligations as detailed in this Agreement and hereby irrevocably and forever releases and discharges Assignor from all of its duties and obligations occurring, accruing, or arising on or after the Effective Date with respect to Phase II of the development of the Property under the Economic Development Agreement.

4. **FURTHER ACTIONS.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the another party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more efficiently consummate the assignments and assumptions contemplated by this Agreement.

4. **GOVERNING LAW.** This Agreement shall be governed by, enforced, and interpreted in accordance with the law of the State of Texas, without giving effect to the principles thereof relating to conflicts of law.

5. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until each of the parties named below has duly executed or caused to be duly executed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Partial Assignment and Assumption Agreement as of the date last written below.

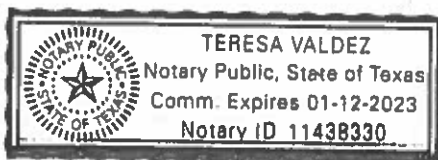
ROCKPORT HARVEY HOUSING, LLC

Mark Uhl
By: MARK UHL
Title: Co-Manager
Date: 5/25/21

STATE OF Texas)
)
COUNTY OF Adams)

BEFORE ME, the undersigned authority, on this day personally appeared Mark Uhl, the Co-Manager of **ROCKPORT HARVEY HOUSING, LLC**, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May, 2021.



Teresa Valdez
Notary Public for Said State

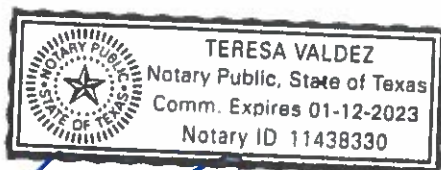
PEARL POINT PHASE 2, LLC

Mark Uhr
By: MARK UHR
Title: Co Manager
Date: 5/25/21

STATE OF Texas)
COUNTY OF Aransas)

BEFORE ME, the undersigned authority, on this day personally appeared Mark Uhr, the Co-Manager of PEARL POINT PHASE 2, LLC, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May, 2021.



Teresa Valdez
Notary Public for Said State

CITY OF ROCKPORT, TEXAS

Kevin Carruth
By: Kevin Carruth
Title: City Manager
Date: May 25, 2021

ATTEST:

Teresa Valdez
By: Teresa Valdez
Title: City Secretary

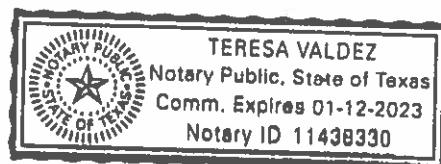


383153

THE STATE OF TEXAS)
)
 COUNTY OF ARANSAS)

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Carruth the City Manager of City of Rockport, Aransas County, Texas, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May 2021.



Teresa Valdez
 Notary Public for Said State

Please return to:
 City of Rockport
 Attn: City Secretary
 ✓ 2751 SH 35 Bypass
 Rockport, TX 78382

4/33
 ✓ ABOVE

FILED FOR RECORD IN
 OFFICIAL PUBLIC RECORDS

AT 8:28 A.M.

SCANNED MAY 26 2021 INDEXED

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS as stamped hereon by me.



Carrie Arrington
 CARRIE ARRINGTON, COUNTY CLERK
 ARANSAS COUNTY, TEXAS

**CITY OF ROCKPORT, TEXAS
AND
ROCKPORT HARVEY HOUSING, LLC
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF ROCKPORT, TEXAS (hereinafter referred to as "City"), a Texas home rule municipality, and ROCKPORT HARVEY HOUSING LLC referred to as ("Owner"), an Iowa Limited Liability Company, for the purposes and considerations stated below:

WHEREAS, Owner has acquired 28.157 acres of real property located within the corporate boundaries of the City with a street address of 2222-2498 FM 2165, Rockport, Texas, and depicted in Exhibit "A" as Lots 1 and 2 Lot 1 Block 1 RCC/Chance J1 Subdivision (the "Property");

WHEREAS, Owner will develop a multi-family residential rental property on the Property in two phases ("Phase I and "Phase II"), with each phase located on approximately 14 acres and each with approximately the same number of residential units, site improvements and amenities (the "Project");

WHEREAS, in order to accommodate the Project, City-owned wastewater facilities must be upgraded from the existing wastewater plant to the intersection of Highway 35 Bypass and FM 2165 which will indirectly benefit and serve the Property ("Sanitary Sewer Public Infrastructure"); and

WHEREAS, Owner estimates a minimum total capital investment in Phase I and Phase II of approximately Twenty Million Dollars (\$20,000,000.00), respectively; and

WHEREAS, Owner has requested City to provide Incentive Payments in order to support the Project; and

WHEREAS, City and Owner desire to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, City has the authority under Chapter 380 to make grants of public funds for the purposes of promoting local economic development, job creation, and stimulating business and commercial activity within the City of Rockport, Texas; and

WHEREAS, there is a significant loss of workforce housing available in the City of Rockport, Texas due to the destructive effects of Hurricane Harvey; and

WHEREAS, City and County have conducted multiple public workshops and have determined that additional replacement housing is necessary to support the workforce needed for business and commercial activity within the City of Rockport, Texas; and

WHEREAS, City has determined the Sanitary Sewer Public Infrastructure, Phase I Infrastructure, Phase I Improvements, Phase II Infrastructure and Phase II Improvements (together, referred to herein as the "Improvements") will encourage increased economic development in the City, provide significant increases in the City's property tax base post-Hurricane Harvey, improve access to housing for the workforce and improve the City's ability to provide for the health, safety, and welfare of the citizens of Rockport, Texas; and

WHEREAS, the City has considered the feasibility and the impact of the proposed grant and its economic effect and benefit; and

WHEREAS, City has concluded and hereby finds that this Agreement promotes economic development in the City of Rockport, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of City and Owner; and,

WHEREAS, City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, City and Owner agree as follows:

File No. **0000366780**
County Clerk, Aransas County, Texas

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

The term (the "Term") of this Agreement shall commence on the Effective Date; and, unless terminated earlier as provided herein, shall terminate the earlier of Developer receiving the tenth and final Phase II Incentive Payment or twenty (20) years from Effective Date.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **Appraisal District.** The words "Appraisal District" mean the Aransas County Appraisal District, or any successor agency.
- (c) **Capital Investment.** The value of real property improvements including apartment units, site improvements, and facility amenities. Capital Investment does NOT include (i) land acquisition costs, (ii) Sanitary Sewer Public Infrastructure, and (iii) any improvements existing on the Property prior to the City Council's authorization of execution of a Chapter 380 Agreement.
- (d) **Certification.** The word "Certification" means written verification performed by Owner and provided to the City in an annual report that Owner has maintained a Viable Presence.

- (e) **City.** The word "City" means the City of Rockport, Texas, a Texas Municipality whose address for the purposes of this Agreement is 2751 SH 35 Bypass, Rockport, Texas 78382.
- (f) **Eligible Property.** Annual grants may be extended to the value of the Capital Investment to the Property including buildings, structures, fixed equipment, and site improvements.
- (g) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default".
- (h) **"Improvements"** means, collectively, the Phase I Improvements, Phase II Improvements, Phase I Infrastructure, Phase II Infrastructure and Sanitary Sewer Public Infrastructure.
- (i) **"Incentive Payments"** means annual payment to Owner by City for capital investment at the Property.
- (j) **Local.** The word "Local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in Aransas County.
- (k) **Market Rate Rents.** The rental income that Owner could most likely ask for the Property in the open market, indicated by current rents for comparable spaces.
- (l) **Materials.** Materials is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools, and consumables. This term does not include major items of machinery and equipment not readily available locally.

- (m) **Owner.** The word "Owner" means Rockport Harvey Housing, LLC, an Iowa limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 3001 Traylor Blvd, Rockport, Texas 78382.
- (n) **Period of Incentive Payments.** Incentive payments shall be granted as defined in Section 5 of this Agreement. Incentive payments will be made for ten (10) years for each Phase; or until the maximum amount is achieved, whichever occurs first.
- (o) **Phase I Completion Date.** The words "Phase I Completion Date" means the date by which the Class A Market Rate apartment complex, Phase I Improvements, shall be required to receive a Certificate of Occupancy, in order to receive ad valorem equivalent incentives; that date being 30 months from the Effective Date.
- (p) **Phase II Completion Date.** The words "Phase II Completion Date" means the date by which the Class A Market Rate apartment complex, Phase II Improvements, shall be required to receive a Certificate of Occupancy in order to receive ad valorem equivalent incentives; that date being 42 months from the Phase I Completion Date.
- (q) **Phase I Improvements.** The words "Phase I Improvements" means improvements to the Phase I Property including: i) a 216 unit Class A Market Rate apartment complex with a unit mix of 96 one bedroom, 114 two bedroom, and 6 three bedroom apartments; ii) apartment amenities including an approximately 6,000 square foot clubhouse with a community room, post office drop-off, on-site management, balconies in each unit, and limited number of garages and storage units; iii) site amenities including swimming pool, gated community with perimeter fence, dog/pet park, and greenspace as depicted in Exhibit "B" Site Plan; iv) building elevations as depicted in Exhibit "C"; and v) Phase I Infrastructure as depicted in Exhibit "D."
- (r) **Phase II Improvements.** The words "Phase II Improvements" means improvements to the Property, constituting a Class A Market Rate apartment complex with substantially the same number of units as, or more units than, the Phase I Improvements, as depicted in Exhibits B, C and D.

- (s) **Phase I Infrastructure.** The words “Phase I Infrastructure” means all water, sewer, gas, electric, fiber, street, sidewalk, and drainage improvements on the Property as depicted and described on the approved Site Plan, except for the Sanitary Sewer Public Infrastructure.
- (t) **Phase II Infrastructure.** The words “Phase II Infrastructure” means improvements to the Property, which shall be substantially the same as the improvements defined as Phase I Infrastructure.
- (u) **Project.** The word Project shall mean the completed Phase I and Phase II Improvements.
- (v) **Property.** The word “Property” shall mean a combination of Phase I Property and Phase II Property and located at 2222-2498 FM 2165, Rockport, Texas and depicted in Exhibit “A”, preliminary plat as Lots 1 and 2. The legal description of Phase I Property is Lot 1 Block 1 RCC/Chance J1 Subdivision as shown on the preliminary plat being 13.379 acres and the legal description for Phase II Property is Lot 2 Block 1 RCC/Chance J1 Subdivision as shown on the preliminary plat being 14.418 acres.
- (w) **Sanitary Sewer Public Infrastructure.** The words “Sanitary Sewer Public Infrastructure” means wastewater improvements currently being designed for the City by Urban Engineering, including a 16” force main wastewater line and lift station necessary to serve the Project, beginning at the wastewater treatment plant located at 1230 North Gagon Street, Rockport Texas, running along the west side of FM 2165 for approximately 4500 linear feet, and terminating at the point shown on Exhibit “E”.
- (x) **Viable Presence.** The words “Viable Presence” mean the operation of the Facility by Owner or by a third-party property leasing and management company with expertise and experience with properties of the size and design as the Project, as the same may from time to time be expanded, upgraded, improved, modified and changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered, over the term of this Agreement.

SECTION 4. OBLIGATION OF OWNER.

Owner covenants and agrees with City that, while this agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Capital Investment** Owner shall construct the Phase I Improvements and Infrastructure and Phase II Improvements and Infrastructure, with a total minimum capital investment of \$20,000,000 per Phase, respectively ("Capital Investment"). On a quarterly basis during the construction of Phase I Improvements and Phase II Improvements, Owner shall submit a written report detailing the total amount expended by Owner in building, finishing out, furnishing and equipping the Owner as of the date of any such report. Owner shall supplement the report with paid invoices and other documentation requested by City that is reasonably necessary to verify the Capital Investment requirements were achieved.
- (b) **Construction Timeline.** All construction shall meet the following deadlines:
- 1) **Phase I Improvements.** Construction of Phase I Improvements shall commence no later than 90 days after the Effective Date ("Phase I Commencement of Construction") and shall be completed on or before the Phase I Completion Date. For the purposes of this Agreement construction of the improvements shall not be considered completed until a Certificate of Occupancy has been issued for the Phase I Improvements herein defined. Notwithstanding the foregoing, in the event Owner has not received all permits and approvals required for Phase I Commencement of Construction by the 60th day following the Effective Date, the Phase I Commencement of Construction shall extend one calendar date for each additional day it takes to secure all said permits and approvals.
 - 2) **Phase II Improvements.** Construction of Phase II Improvements shall commence no later than 18 months after the Phase I Completion Date ("Phase II Commencement of Construction"), and shall be completed on or before the Phase II Completion Date. For the purposes of this Agreement construction

of the improvements shall not be considered completed until a Certificate of Occupancy has been issued for the entire Phase II Improvements as defined herein. Notwithstanding the foregoing, in the event Owner has not received all permits and approvals required for Phase II Commencement of Construction by the 60th day following the Owner's submission of a Phase II Improvements permit application to City, the Phase II Commencement of Construction shall extend one calendar date for each additional day it takes to secure all said permits and approvals.

- (c) **Operation of the Project.** Owner shall, either directly or indirectly through a professional property leasing and maintenance company, continuously operate each phase of the Project as a market rate apartment complex in full compliance with applicable state statutes and local regulations; and, at no time during the term of this Agreement shall any units within either the Phase I or the Phase II apartment complexes be made available for rent under the U. S. Department of Housing and Urban Development's "Housing Choice" voucher program or other federal or state rent subsidy program.
- (d) **Payment of Ad Valorem Taxes.** Owner covenants and agrees that all ad valorem taxes shall be paid prior to the delinquency date of each tax year on the Property, unless being protested in accordance with Texas law. In the event of a protest, ad valorem taxes from the previous year shall be paid as a good faith gesture of the obligation to pay ad valorem taxes herein. In no case may Owner request tax abatement of any local taxing authority during the term of this Agreement.
- (e) **Compliance with City Ordinances.** Owner covenants and agrees to comply with all City ordinances, and in the event Owner is found to be in violation of a City ordinance, Owner agrees to take all necessary actions to comply with City ordinances within 30 days of notice of non-compliance; however, this provision shall not be construed to limit City's police power authority to take immediate action against Owner for any violation of municipal ordinances. Applications for development permits must comply with the terms of this Agreement prior to permit issuance.

- (f) **Sales Tax Sourcing.** To the extent allowed by law under the Texas “origination-based” sales tax collection procedure, Owner will pay the sales tax in the city in which the seller is located rather than City’s sales tax. Owner shall cooperate with City, in all respects including but not limited to all actions necessary to establish, monitor, and report sales tax that is sourced to the City to allow City to dedicate sales tax generated by the Project to fund Sanitary Sewer Public Infrastructure.

- (g) **Buy Local - Goods and Services.** Following completion of construction of each Phase of the Project when individual rental units are leased to the general public, Owner agrees to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so at comparable terms, or would result in substantial inconvenience or a sacrifice in operating efficiency. Comparable terms shall mean a price that is less than or equal to 10% of the price of non-Aransas County individuals or businesses. In any such exception cases involving purchases over \$10,000.00 a justification for purchase shall be included in the annual report. Owner shall further acknowledge that it is a legal and moral obligation of persons receiving grants to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the term “local” as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in Aransas County. In the event of a breach of the buy local provision, the grant payment shall be proportionally reduced equal to the amount the disqualified contract bears to the total construction cost for the project.

- (h) **Employees.** Owner will take reasonable steps to employ or have employed residents of Aransas County, provided that such residents have the required skills and experience and are available at the competitive wage or salary, as applicable.

- (i) **Local Coordinator.** Owner or its construction contractor, if any, shall designate a coordinator of local services who will act as a liaison between any individuals, businesses, and contractors residing or doing business in Aransas County who are interested in obtaining information about providing goods or services related to the

construction of the Improvements. The Local Coordinator shall also be responsible for all activities and documentation related to Sales Tax Sourcing, with support from Owner's general office staff. Additionally, Owner or its construction contractor, if any, shall advertise in a local newspaper in Aransas County for local contractors to perform work on the construction.

- (j) **Viable Presence.** Owner covenants and agrees to maintain a Viable Presence on the Property for the period commencing with the commercial operations following construction of each Phase and ending with the term of this Agreement.
- (k) **Performance.** Owner covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Owner and City, and any related agreements between Owner and City.
- (l) **Enforcement.** Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by Owner that it has in good faith commenced and is diligently pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the City of Rockport City Council may consent to and excuse any such delays.
- (m) **Construction of Sanitary Sewer Public Infrastructure.** City and Owner agree Owner shall construct the Sanitary Sewer Public Infrastructure (sometimes referred herein as the "Work") in accordance with the terms stated below.

1) Owner's Obligations.

- A. **Location.** Owner agrees to construct the Sanitary Sewer Public Infrastructure at such location within the City as shown on the Construction Plans.

- B. Construction Plans.** Owner agrees to construct the Sanitary Sewer Public Infrastructure in accordance with plans provided by the City. The City has engaged Urban Engineering as its consulting engineer tasks with the design of this work. Upon approval of the construction plans by the City Engineer Owner may commence with construction in accordance with the construction plans. No change in the construction plans shall be made by Owner without the prior written consent of the City Engineer. The entire cost of the construction of the Sanitary Sewer Public Infrastructure shall be the responsibility and obligation of the City.
- C. Cost of the Work.** Owner acknowledges that City intends to fund payment for the work by grant and or loan agreement with USDA; and, that USDA shall impose strict conditions on the City in connection with the funding of a grant or loan. The City estimates the cost of the Work to be approximately \$430,000.00. However, the Parties acknowledge that competitive bids for the Work have not been secured as of the Effective Date and that the actual cost of the Work may be more or less than the City's estimate. Owner acknowledges that he is obligated to familiarize himself with the location, the work, and the cost of the work to be performed. Moreover, Owner shall comply with all requirements that the USDA imposes as a condition to funding of a grant or loan. Owner shall provide and City shall approve, a lump sum, not to exceed budget for the Work ("Cost of the Work"). Bids for the work shall be solicited, and the construction contract awarded, in accordance with sub-section D, immediately below. Owner shall not commence the Work until City issues a written notice to proceed to Owner following its receipt and approval of the Cost of the Work.
- D. Contracts for Construction.** Owner agrees to competitively bid the work in accordance with the lender's requirements; or, if required by USDA, in conjunction with the City, cause the request for bids be solicited by, and the construction contract be awarded by, the City. The contractor selected to perform the work shall be the lowest qualified bidder ready willing and able

to construct the Sanitary Sewer Public Infrastructure in accordance with the approved plans and specifications,. The City Engineer shall review all contract documents and costs estimates, and shall approve the contractor prior to the award of the contract. The City Attorney shall, prior to publication review all bid documents, and, prior to award review all contract documents for compliance with USDA's grant or lending requirements. However, in the event that before July 1, 2019 said grant or loan is not secured, or is secured in an amount less than the Cost of the Work, Owner shall pay the unfunded amount subject to Section 4(m)(2)(B).

- E. Performance, Payment and Maintenance Bonds.** Owner shall post within the City faithful performance, payment, and maintenance bonds for construction of the Sanitary Sewer Public Infrastructure to ensure completion of the project. The bonds must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. If required for the performance Bond to be enforceable by the City, Owner and City shall amend this agreement to include the terms of the City's standard construction contract or to include such other terms as required by Bonding Company.
- F. Commencement Date and Completion Date.** The work shall start on or before August 1, 2019, and be completed on or before February 1, 2020. Completion of the work means final inspection and approval by the City Engineer and acceptance of the work by the City, subject to the Owner's obligations under the terms of the maintenance bond.
- G. Inspection.** The City Engineer or his designee shall periodically inspect the construction of the Sanitary Sewer Public Infrastructure in the same manner, and shall possess the same authority, as is provided during the construction of subdivision public infrastructure pursuant to the City of Rockport Subdivision Regulations.

- H. **Insurance.** The Contractor awarded the contract to construct the Improvements shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, the City shall be furnished with Certificates of Insurance and shall be named an additional named insured on such Certificates, and the City shall be notified within ten calendar days of any cancellation of such insurance. The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.
- I. **Accounting.** Owner shall submit to City a complete accounting of all costs incurred by Owner in the construction of the Sanitary Sewer Public Infrastructure. City will not contribute or pay for any costs incurred by Owner which was not approved by City prior to it being incurred. Owner shall maintain the accounting on this project for a period of two (2) years from the date of acceptance by the City, and the City may inspect the Owner's books and records related to the project at any time with reasonable notice.
- J. **Compliance with Grant and Loan Provisions.** The Parties acknowledge that the City contemplates that payment for this work shall be had through a grant or loan ("funding") from the United States Department of Agriculture ("USDA"). Notwithstanding any terms herein to the contrary, Owner covenants and agrees to comply with all terms and conditions of the contemplated grant and or loan agreement; and shall promptly provide City with any and all documentation required pursuant to the terms of the grant

and or loan, including but not limited to federal audit requirements.

- K. **As Built.** Within 30 days after the completion of the work and acceptance by the City, the Owner shall provide the City with a complete set of “as built” construction plans for the work.
- L. **Indemnity.** Owner agrees to defend, indemnify and hold harmless the City of Rockport and each of its officers, directors, agents and employees (“Rockport Indemnities”) from and against any loss, liability, cost, or expense (including reasonable attorney’s fees, expert fees and court costs) which a Rockport Indemnatee may sustain or incur if, and to the extent that, such loss, liability, cost, or expense is caused by the negligence, gross negligence or willful misconduct of Owner, its officers, directors, agents, or employees in Owner’s performance of the work, or to the extent that the loss, liability, cost or expense results from a claim by any taxing authority or by any employee of Owner that the parties’ relationship (or the relationship of Owner and any employee of Consultant) is an employee-employer relationship rather than an independent contractor relationship.

2) City’s Obligations.

- A. **Construction Plans.** Subject to Force Majeure, City shall provide Owner with a complete set of construction plans for the Work that have been approved by all relevant government agencies (“City’s Approved Plans”) on or before May 1, 2019 (City’s Delivery Deadline”). If City fails to deliver City’s Approved Plans by City’s Delivery Deadline, for whatever reason, Owner’s Commencement Date and Completion Date for the Work defined in Section 4(m)(1)(F) shall extend one calendar date for each day City is late delivering City’s Approved Plans.
- B. **Funding.** With the understanding the City has not made provision to pay this obligation with current revenues nor has any order, resolution, tax or interest and sinking funds been set, adopted or established for payment of

this Obligation City intends to pay for the Work. City anticipates paying for the Cost of the Work with a grant or loan from the US Department of Agriculture. However, in the event that before July 1, 2019 said grant or loan is not secured, or is secured in an amount less than the Cost of the Work, Owner shall pay the unfunded Cost of the Work and City commits to place the funding of the Work on the first available agenda of City Council through a pro rata agreement that will cause any development permitted after the Effective Date that uses the Sanitary Sewer Public Infrastructure to pay a fee that will be dedicated to refunding Owner for the amount it paid to fund the Cost of the Work, less Owner's pro rata share in accordance with Section 102-14 of the City of Rockport's Code of Ordinances. Owner and City agree to execute documents necessary for Owner to dedicate the Work to the City following completion of construction.

- C. **Inspections.** City shall timely make progress and final inspection of the work.
- D. **Acceptance.** City shall accept the work for public maintenance and use within 30 days of the City Engineer's final inspection confirming the work was completed in accordance with the Construction Plans and the maintenance bond is effective.
- E. **Progress Payments.** City shall make progress payments within 20 days of request by Owner subject to the following: (i) no more than one progress payment request may be made in any 30 day period; (ii) the City Engineer's inspection and confirmation the work conforms with the Construction Plans and the City of Rockport's Subdivision Regulations; and (iii) the City Engineer's verification of costs. In the event City disputes a payment request, City shall notify Owner in writing of such dispute within the same period prescribed for payment.

F. **Final Payment.** City shall retain an amount equal to 10% of the costs of the work and shall release same within 20 days of the latter of the events that follow: (i) the work must be accepted by the City for public maintenance and use; (ii) the maintenance bond must be in place; and (iii) the as built plans must have been received and approved by the City Engineer.

G. **Use of Public Rights of Way.** The City authorizes Developer to utilize public rights of way in accordance with the requirements of the City of Rockport's Rights of Way Management Regulations.

SECTION 5. OBLIGATION OF CITY.

City covenants and agrees with Owner that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Sanitary Sewer Public Infrastructure.** City agrees to design and fund the Sanitary Sewer Public Infrastructure as stated in Section 4(m).
- (b) **Ad Valorem Equivalent Incentive Payment.** City shall provide to Owner an incentive payment per year for Owner's Capital Investment (each, an "Ad Valorem Equivalent Incentive Payment"). The City shall establish a separate account or subaccount in which ad valorem taxes generated by the real property and paid by owner shall be deposited. To the extent that Owner has made ad valorem tax payments so that funds are available in the special account or subaccount incentives shall be as follows:
 - 1) **Phase I Ad Valorem Equivalent Incentive Payment.** The maximum amount Owner may receive under the Phase I Ad Valorem Equivalent Incentive Payment is \$497,159.00. Provided a Certificate of Occupancy is obtained for the Phase I residential units on or before the Phase I Completion Date, City shall pay to Owner Ad Valorem Equivalent Phase I Incentive Payments, until the maximum amount is achieved or for ten years, whichever occurs first, for the years and in the amounts

as follows:

Assessed Year	Annual Amount of Ad Valorem Equivalent Incentive Payment
1	100 % of ad valorem taxes paid on real property
2	90% of ad valorem taxes paid on real property
3	80% of ad valorem taxes paid on real property
4	70% of ad valorem taxes paid on real property
5	60% of ad valorem taxes paid on real property
6	50% of ad valorem taxes paid on real property
7	40% of ad valorem taxes paid on real property
8	30% of ad valorem taxes paid on real property
9	20% of ad valorem taxes paid on real property
10	10% of ad valorem taxes paid on real property

Note: Subject to the penalties in Section 9 for “Failure to Commence Operations During Term of Agreement”, “Assessed Year 1” shall be the assessment year immediately following the year in which the Certificate of Occupancy is obtained.

- 2) Phase II Ad Valorem Equivalent Incentive Payment. The maximum amount Owner may receive under the Phase II Ad Valorem Equivalent Incentive Payment is \$497,159.00. Provided a Certificate of Occupancy is obtained for the Phase II residential units on or before the Phase II Completion Date, City shall pay to Owner Phase II Ad Valorem Equivalent Incentive Payments, until the maximum amount is achieved or for ten years, whichever occurs first, for the years and in the amounts as follows:

[continued on next page]

Assessment Year	Annual Amount of Ad Valorem Equivalent Incentive Payment
1	100% of ad valorem taxes paid on real property
2	90% of ad valorem taxes paid on real property
3	80% of ad valorem taxes paid on real property
4	70% of ad valorem taxes paid on real property
5	60% of ad valorem taxes paid on real property
6	50% of ad valorem taxes paid on real property
7	40% of ad valorem taxes paid on real property
8	30% of ad valorem taxes paid on real property
9	20% of ad valorem taxes paid on real property
10	10% of ad valorem taxes paid on real property

Note: Subject to the penalties in Section 9 for "Failure to Commence Operations During Term of Agreement", "Assessed Year 1" shall be the assessment year immediately following the year in which the Certificate of Occupancy is obtained.

- (c) **Intentionally Deleted.**
- (d) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and Owner and any related agreement between City and Owner.
- (e) **Enforcement.** Enforcement of this section is subject to Force Majeure.

SECTION 6. ADMINISTRATION

- (a) **Annual Assessment.** The Aransas County Appraisal District shall annually determine an assessment of the real property subject to this Agreement. Each year, Owner shall furnish the Appraisal District with such information as may be necessary for the incentive payment. Once value has been established, the Appraisal District shall notify City of the value, City shall calculate the incentive payment based upon

Section 5(b), and make such payment to Owner within 30 days of City's receipt of ad valorem revenue from the Property.

- (b) **Access to Property.** The City Manager and/or his designee will have access to the Property during the term of this Agreement to inspect the Property to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after giving 24 hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All inspections will be made with one or more representatives of Owner and in accordance with its safety standards.
- (c) **Annual Evaluation.** Upon completion of construction, City and or County collectively shall annually evaluate the Property and Improvements to ensure compliance with this Agreement and report possible violations of this Agreement.
- (f) **Annual Reports.** Owner shall provide the following annual reports and Certifications:
 - 1) Owner shall Certify to City on or before April 1 each year that Owner is in compliance with each applicable term of this Agreement.
 - 2) Owner shall Certify that Owner has maintained a Viable Presence.
 - 3) Owner shall submit all documentation necessary to confirm amount of Sales Tax Sourcing for each year reimbursement occurs.
 - 4) Owner shall submit "Buy Local" reports. The following information shall be reported to City on a calendar-year basis during the first 30 months of this Agreement.
 - i. Dollar amount spent for Materials (local); and
 - ii. Dollar amount spent for Materials (total); and
 - iii. Any exceptions as provided for in Section 4(j).

SECTION 7. EVENTS OF DEFAULT.

Subject to the defaulting party's right to cure, as provided in Section 8, each of the following shall constitute an Event of Default under this Agreement:

- (a) **Capital Investment.** Failure of Owner to meet the Capital Investment requirement consistent with Section 4(a).
- (b) **Construction of Improvements and Infrastructure.** Failure of Owner to complete construction of Improvements and Infrastructure consistent with Section 4(b).
- (c) **Continuous Operation of the Project.** Failure of Owner to manage the property, as a market rate apartment complex, as required in Section 4(c).
- (d) **Payment of Ad Valorem Taxes.** Failure to pay all ad valorem taxes as provided in Section 4 (d).
- (e) **Compliance with City Ordinances.** Failure to comply with City ordinances as provided in Section 4(e).
- (f) **Sales Tax Sourcing.** Failure of Owner to provide Sales Tax Sourcing as provided in Section 4(f).
- (g) **False Statements.** Any written warranty or representation made or furnished to the receiving party under this Agreement or any document(s) related hereto furnished to the receiving party is/are false or misleading in any material respect, either now or at the time made or furnished.
- (h) **Insolvency.** The dissolution or termination of Owner's existence as an on-going business or concern, Owner's insolvency, appointment of receiver for any part of Owner's Property, any assignment of all or substantially all of the assets of Owner for the benefit of creditors of Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

- (i) **Viable Presence.** Failure of Owner to maintain a Viable Presence on the Property as provided in Section 4(j).

SECTION 8. RIGHT TO CURE; AUTOMATIC TERMINATION

- (a) **Cure Period.** In the event either party defaults under this Agreement (and such default remains uncured as set forth below), the non-defaulting party may terminate this Agreement; provided that the non-defaulting party must first give the other party notice of any alleged event of default, and the opportunity for thirty (30) days after such notice is received to cure such default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. Notwithstanding the foregoing, if a cure cannot be completed within the Cure Period but the defaulting Party has commenced a cure, then the Cure Period shall be extended for a commercially reasonable time to allow the cure to be completed.
- (b) **Automatic Termination.** Notwithstanding the foregoing, this Agreement shall automatically terminate on or as of the date of any of the following events occur: the filing of a petition in Bankruptcy by Owner; or the making by the Owner of an assignment for the benefit of creditors; or if any involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code is filed against Owner; or if a receiver is appointed for the business of Owner. In the event of such termination of this Agreement City shall have no further obligation to pay incentives under this Agreement; and, all incentive payments previously paid by City by virtue of the Agreement shall be recaptured and paid within 60 days of termination.

SECTION 9. RECAPTURE AND EFFECT OF NON-CURED DEFAULT

- (a) **Failure to Commence Operations During Term of Agreement.**

1. Phase I.

- A. **Completion Date.** In the event that operations of Phase I are not completed on or before the Phase I Completion Date, Developer shall not receive a Phase I Incentive Payment for year one and the total number of years for Phase I Incentives shall be reduced to nine years. In the event that operations of Phase I is not completed within 365 days after the Phase I Completion Date Developer shall not receive any Phase I Incentive Payments and the City shall be fully discharged from any obligation to provide Phase I Incentive Payments.
- B. **Capital Investment.** In the event Phase I does not begin operation with the minimum of \$20,000,000.00 capital investment the amount of the Phase I Incentive Payment shall be reduced by the same percentage as the actual capital investment amount is less than the required minimum of \$20,000,000.00. For example, should the actual capital investment be \$10,000,000.00 the Phase I Incentive Payments shall be decreased by 50%. This reduction shall apply for the entire 10 year term of the Incentive Payments.

2. Phase II.

- A. **Completion Date.** In the event that operations of Phase II is not completed on or before the Phase II Completion Date Developer shall not receive a Phase II Incentive Payment for year one and the total number of years for Phase II Incentives shall be reduced to nine years. In the event that operations of Phase II is not completed within 365 days after the Phase II Completion Date, Developer shall not receive any Phase II Incentive Payments and the City shall be fully discharged from any obligation to provide Phase II Incentive Payments.
- B. **Capital Investment.** In the event that Phase II does not begin operation

with the minimum of \$20,000,000.00 capital investment the amount of the Phase II Incentive Payment shall be reduced by equal percentage as the actual capital investment amount is less than the required minimum of \$20,000,000.00. For example, should the actual capital investment be \$10,000,000.00 the Phase II Incentive Payments shall be decreased by 50%. This reduction shall apply for the entire 10 year term of the Incentive Payments.

- (b) **Failure to Maintain Viable Presence.** As its sole and exclusive remedy for Owner's failure to Maintain Viable Presence, City shall be entitled to cancel this Agreement pursuant to the provisions hereof.
- (c) **Discontinuance of Operations During Term of Agreement.** In the event that each Phase of the Project is completed and operation is begun with the required capital investment but operations, as a market rate apartment complex, as required by Section 4(c), are subsequently discontinued during any four (4) consecutive weeks during the term of this Agreement, for any reason except on a temporary basis due to fire, explosion, or other casualty, accident, natural disaster or force majeure, this Agreement may be terminated by the City; and all Phase I and Phase II Phase I Ad Valorem Equivalent Incentive Payment paid by City shall be repaid by Owner to City within 30 days of City's written demand for such repayment.
- (d) **Delinquent Taxes.** In the event that Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, this Agreement shall terminate and so shall the grant for the tax year of delinquency. The total taxes assessed without grant, for that tax year shall be paid within 60 days from the date of termination.

SECTION 10. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT

- (a) City may terminate this Agreement without an event of default by Owner and effective immediately if any state or federal statute regulation, case law or other law renders this Agreement ineffectual or illegal including case law holding that a

Chapter 380 Economic Development Agreement providing for the incentives provided herein is an unconstitutional debt.

- (b) Termination of this Agreement by City under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Additional Instruments and Mutual Assistance.** City and Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- (b) **Amendments.** This agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this agreement shall be effective unless given in writing and signed by duly authorized representatives of City and Owner.
- (c) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and all obligations for the parties created hereunder are performable in the City of Rockport, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Aransas County, Texas.
- (d) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, nor may either party unreasonably withhold, delay or condition said assignment. Notwithstanding the foregoing, the Parties acknowledge that, after obtaining a Certificate of Occupancy for both Phases, Owner intends to sell both Phases of the Project and the provisions of this Agreement will survive any such sale; provided any such sale is to an entity that owns and/or operates similarly sized and quality of residential rental projects, they agree, in writing, to perform Owner's

obligations under this Agreement, then City agrees to approve said sale within 30 days of receiving notice of sale and required documentation from Owner. If City does not formally approve said sale within 30 calendar days after receiving notice of sale from Owner, City's consent will be deemed to have been delivered.

- (e) **Binding Obligation.** Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same, as provided below:

Owner has authorized either of the managers to execute this Agreement on its behalf, as evidenced by Resolution 2019-1, dated February 7, 2019, and attached hereto as Exhibit "F".

Owner has provided the following: Certificate of Formation certified by the Secretary of State of the State of Iowa (the "Secretary of State"); and Certificate of Existence issued by the Secretary of State; and Certificate of Franchise Tax Account Status issued by the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), which are attached hereto as Exhibit "G".

- (f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (t) **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Owner and City.
- (h) **Enforcement.** The City Attorney or his or her designee may enforce all legal rights

and obligations under this Agreement without further authorization. Owner shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Owner's compliance with this Agreement.

- (i) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Rockport, Texas.
- (j) **Exhibits and Attachments.** All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.
- (k) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty or court injunction the party so obligated or permitted shall be excused from doing or performing the same during such period of delay so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (l) **Governmental Records.** All invoices, records and other documents required for submission to City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- (m) **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- (n) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow)

or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Services postage prepaid certified with return receipt requested and addressed as follows:

If to Owner: Rockport Harvey Housing LLC
 Attention: John Frew
 3001 Traylor Blvd
 Rockport, Texas 78382

If to City: City of Rockport, Texas
 Attention: City Manager
 2751 State Highway 35 Bypass
 Rockport, Texas 78382

- (o) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- (p) **Prohibition against boycotting Israel.** To the extent required under Texas Government Code Section 808 Owner affirms it does not boycott Israel, and that during the term of this Agreement shall not Boycott Israel as that term is defined in the Texas Government Code Section 808.001. In the event that City discovers that Owner violated Texas Government Code Section 808.001, during the Term of this Agreement City shall have the unilateral right to void the Agreement ab initio.
- (q) **Severability.** The provisions of this Agreement are severable. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision

found to be illegal, invalid or unenforceable.

- (r) **Governmental Powers: Waiver of Immunity.** By execution of this Agreement the City does not waive or surrender any of its governmental powers immunities or rights except as specifically waived pursuant to this section.
- (s) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (t) **Undocumented Workers.** Owner certifies that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code as amended. If, during the term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f) Owner shall repay the amount of the public subsidy provided under this Agreement plus interest at the rate of the prime rate plus two percent (2%) per annum not later than the 120th day after the date the City notifies of the violation.
- (u) **Waivers.** No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

CITY:
City of Rockport
 A Texas Home Rule Municipality

Dated: 1/31/2019


 Patrick R. Rios, Mayor

ATTEST:


 Teresa Valdez, City Secretary

APPROVED AS TO LEGAL FORM:
 Terry Baiamonte, City Attorney

ROCKPORT HARVEY HOUSING, LLC

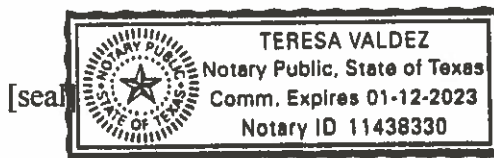
Dated: 2-13-19

John Frew
John Frew Co-Manager

THE STATE OF TEXAS §
§
COUNTY OF ARANSAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Patrick R. Rios**, Mayor, City of Rockport, Aransas County, Texas, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of February 2019.

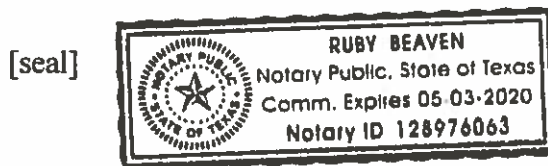


Teresa Valdez
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF ARANSAS §

BEFORE ME, the undersigned authority, on this day personally appeared **John Frew**, Co-Manager of Rockport Harvey Housing, LLC, Aransas County, Texas, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of February 2019.



Ruby Beaven
Notary Public, State of Texas

[illegible]

ROCKPORT
ROCKPORT, TX



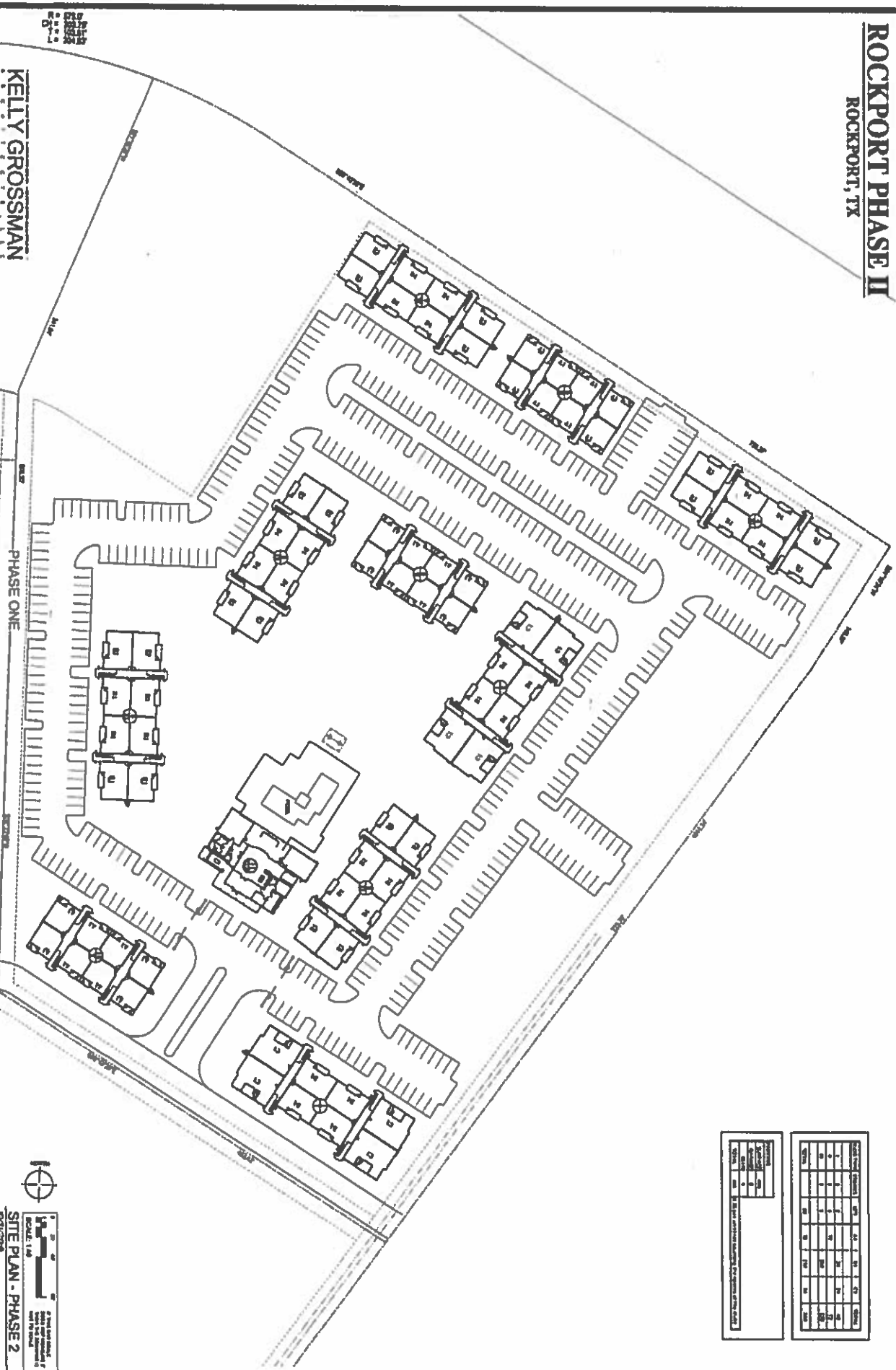
File No. **0000366780**
County Clerk, Aransas County, Texas

ROCKPORT PHASE II
ROCKPORT, TX

KELLY GROSSMAN

PHASE ONE

SITE PLAN - PHASE 2

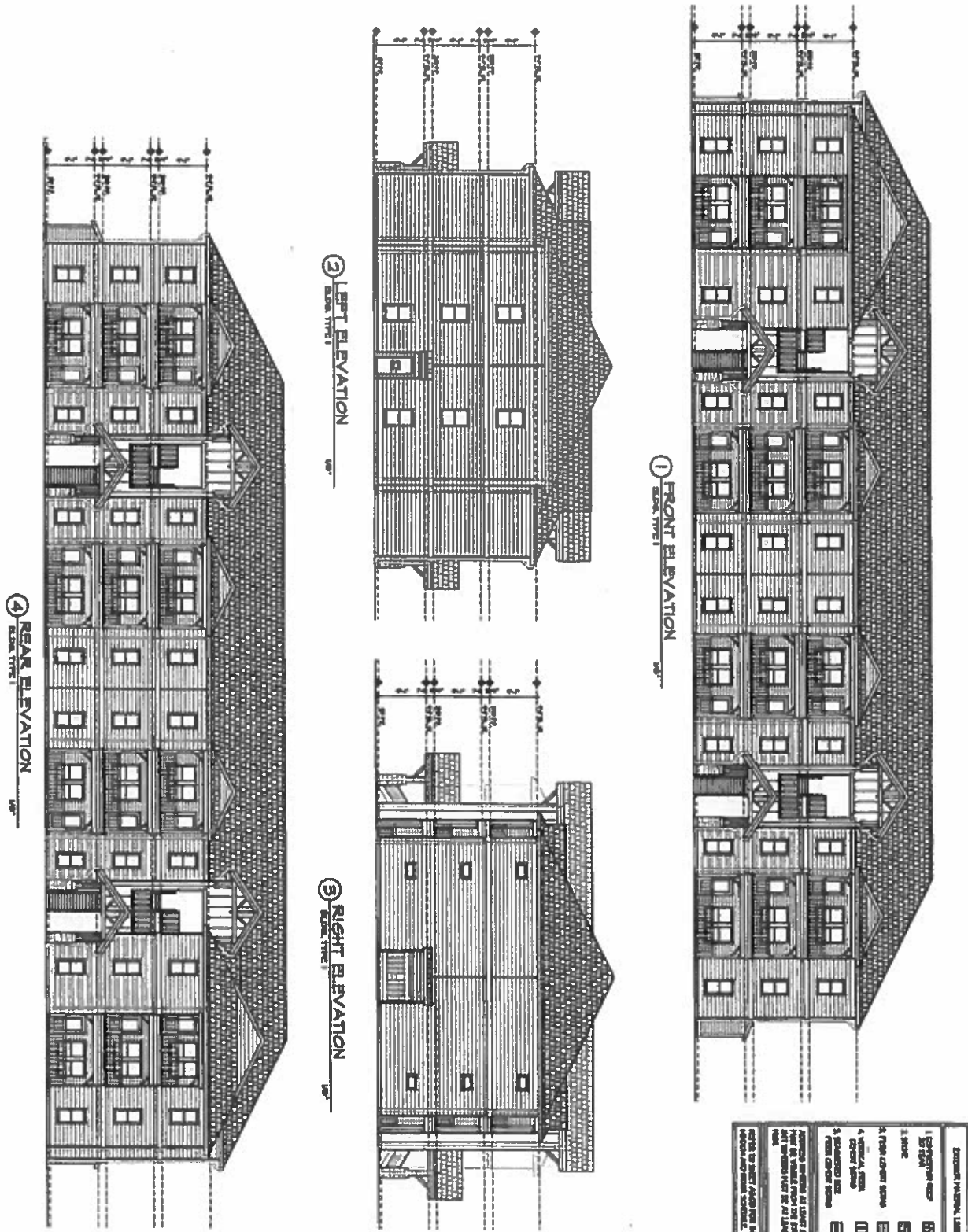


Legend	
[Symbol]	Building Footprint
[Symbol]	Parking Space
[Symbol]	Access Road
[Symbol]	Property Line
[Symbol]	Phase One

Area	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Building Footprint	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Parking Space	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Access Road	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Property Line	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Phase One	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200

EXHIBIT "C"

File No. **0000366780**
County Clerk, Arkansas County, Texas



THE RESIDENCES AT PEARL POINT ADDRESS: _____ ROCKPORT, TX		KELLY GROSSMAN ARCHITECT 1000 N. GULF DR. ROCKPORT, TX 78286		PROJECT NAME THE RESIDENCES AT PEARL POINT 1000 N. GULF DR. ROCKPORT, TX 78286		OWNER ROCKPORT HARVEY HOUSING LLC 1000 N. GULF DR. ROCKPORT, TX 78286		DATE 11/15	
REVISIONS		DATE		BY		DESCRIPTION		SCALE	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
70									
71									
72									
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
85									
86									
87									
88									
89									
90									
91									
92									
93									
94									
95									
96									
97									
98									
99									
100									

EXHIBIT "C"

File No. **0000366780**
County Clerk, Arkansas County, Texas

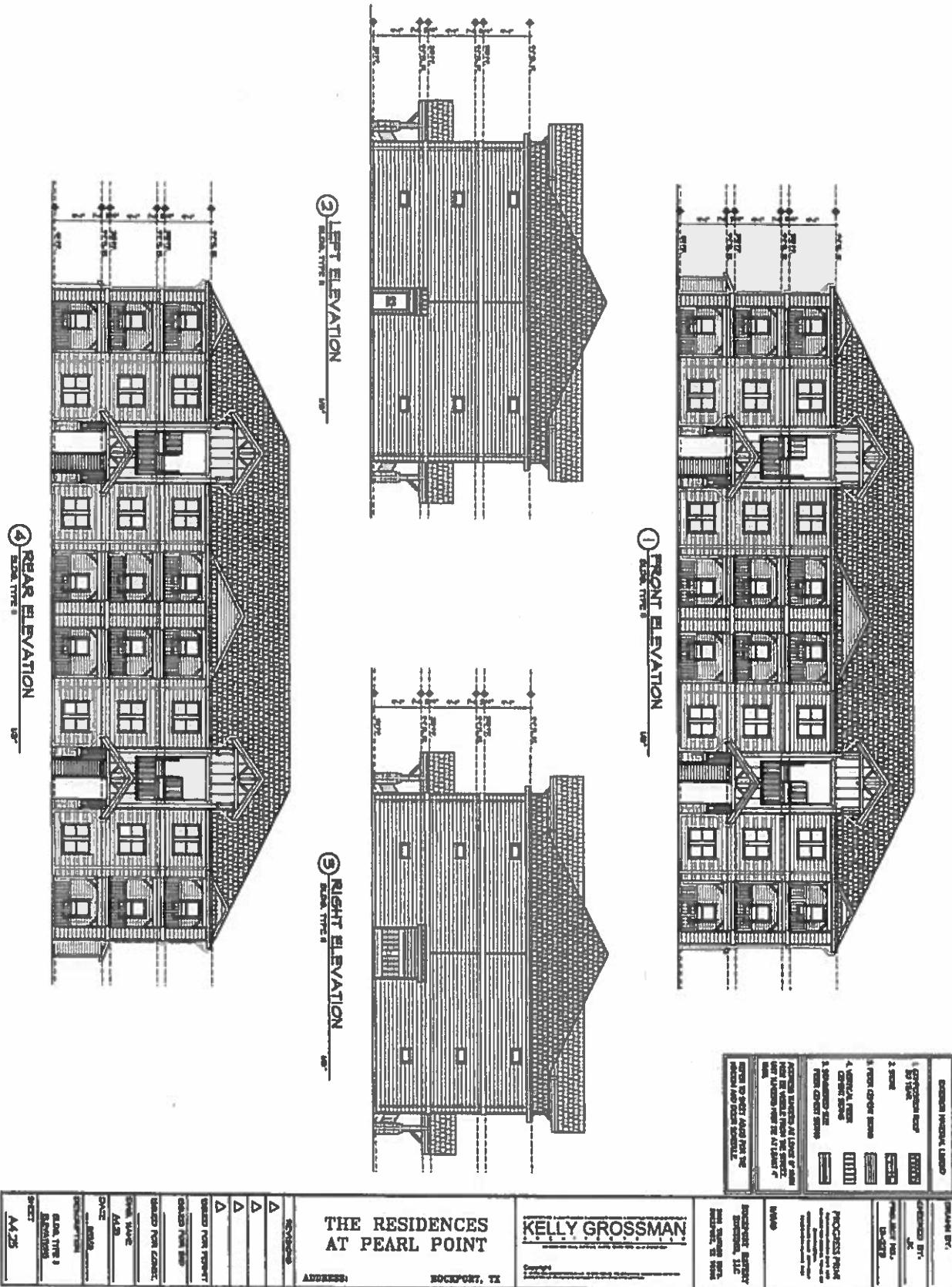
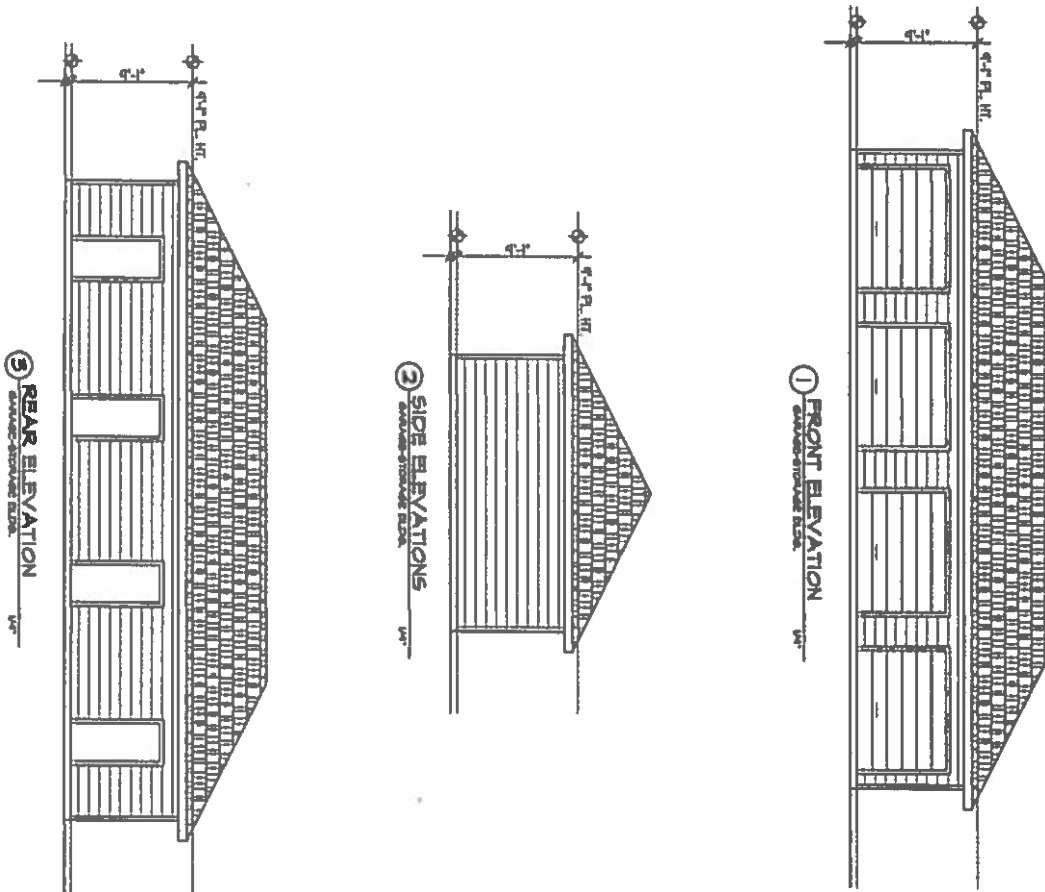


EXHIBIT "C"

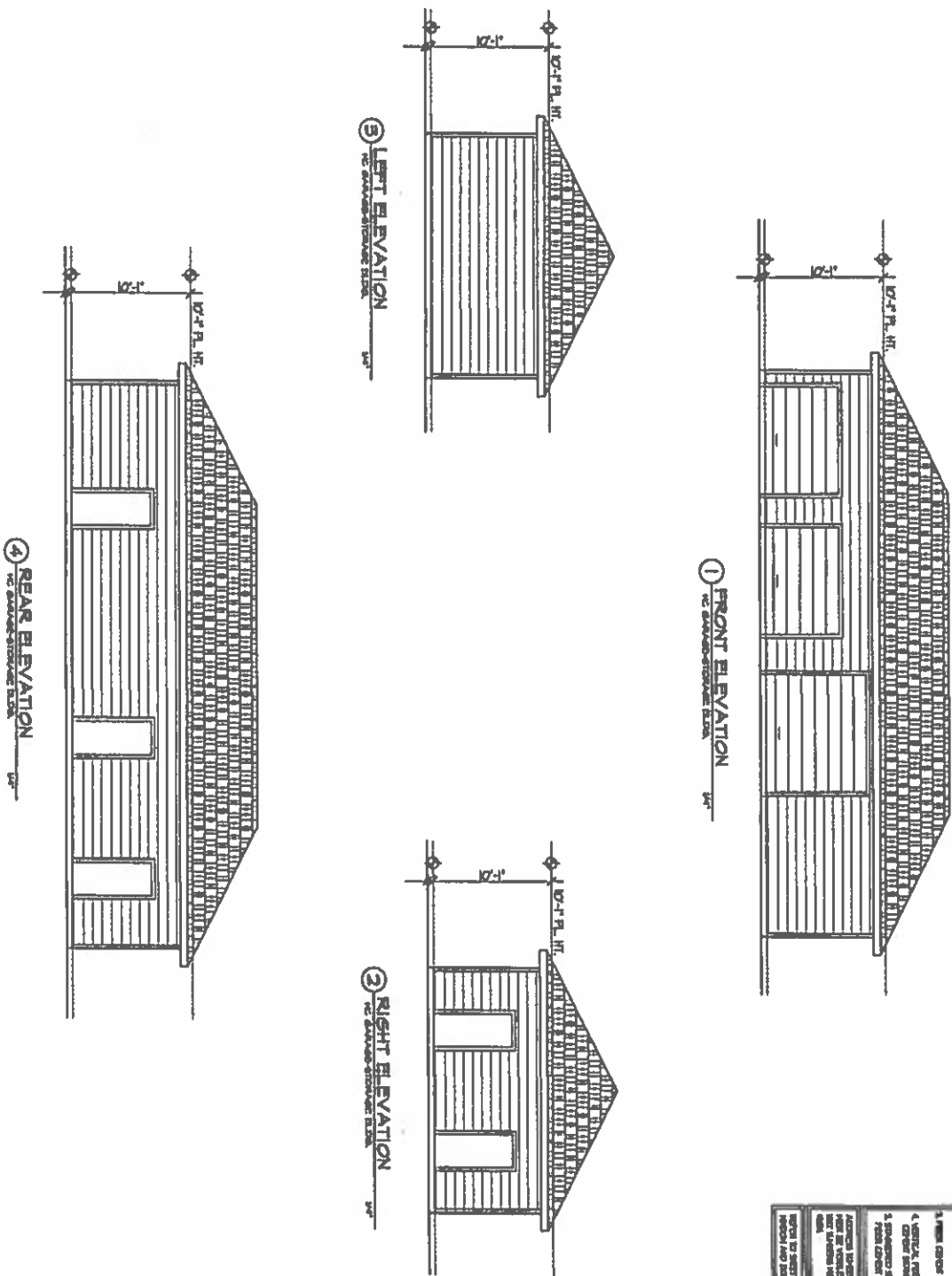
File No. **0000366780**
County Clerk, Aransas County, Texas



OWNER INFORMATION 1. OWNER'S NAME 2. STREET 3. CITY 4. STATE 5. ZIP		PROJECT INFORMATION 1. PROJECT NAME 2. PROJECT NO. 3. PROJECT DATE 4. PROJECT LOCATION		DESIGNER INFORMATION 1. DESIGNER'S NAME 2. DESIGNER'S ADDRESS 3. DESIGNER'S PHONE 4. DESIGNER'S FAX 5. DESIGNER'S E-MAIL	
THE RESIDENCES AT PEARL POINT ADDRESS: ROCKPORT, TX		KELLY GROSSMAN ARCHITECT 1000 N. BAYVIEW ROCKPORT, TX 78281		PROCESSED PERMIT 1. PERMIT NO. 2. PERMIT DATE 3. PERMIT EXPIRATION 4. PERMIT FEE	
REVISIONS 1. REVISION NO. 2. REVISION DATE 3. REVISION DESCRIPTION		APPROVALS 1. APPROVAL NO. 2. APPROVAL DATE 3. APPROVAL DESCRIPTION		NOTES 1. NOTE NO. 2. NOTE DATE 3. NOTE DESCRIPTION	

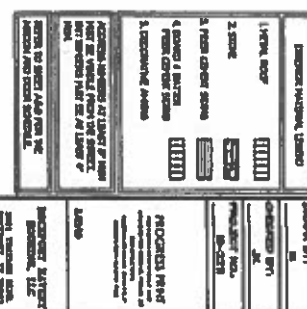
0000366780

File No. _____
County Clerk, Aransas County, Texas



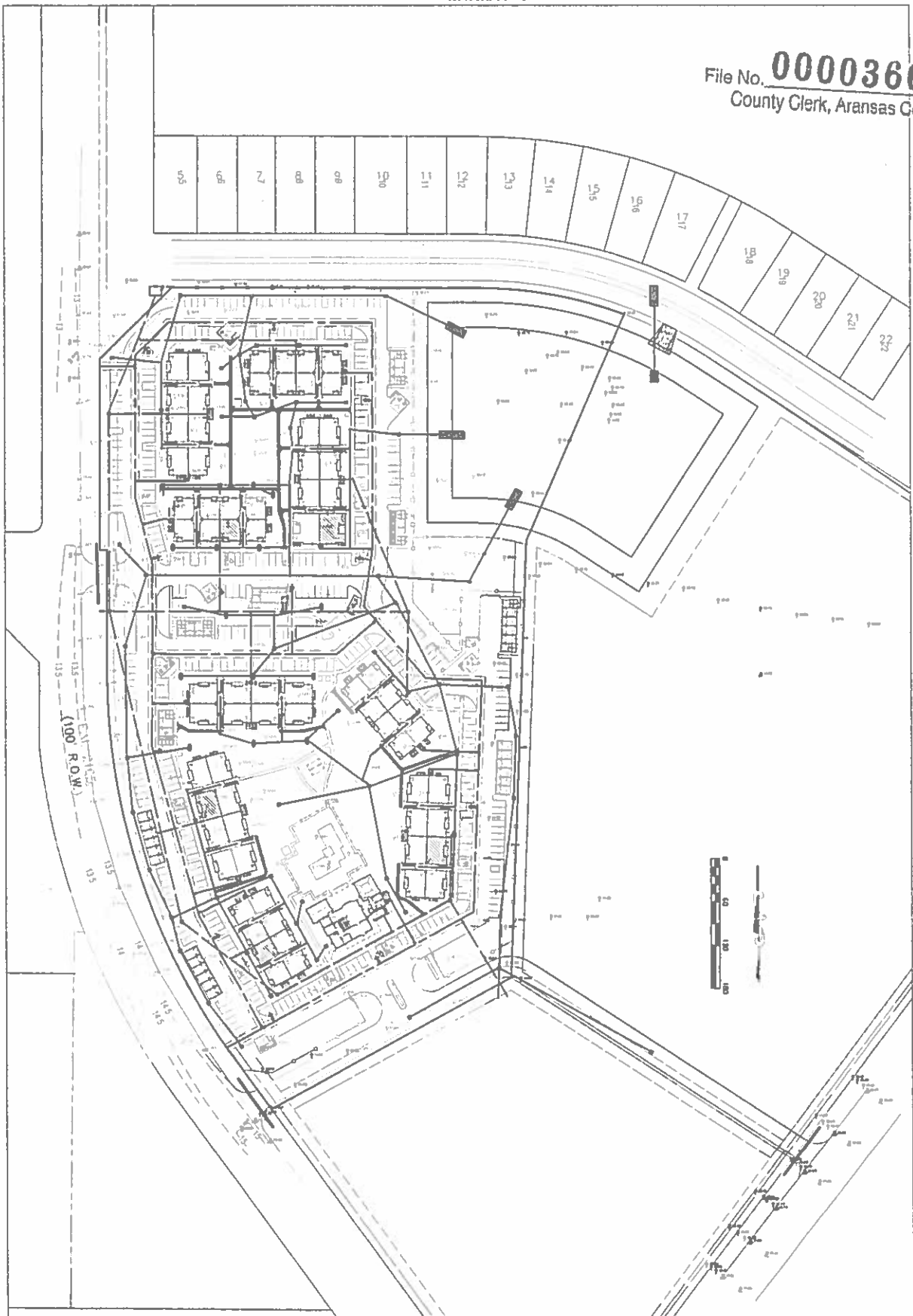
THE RESIDENCES AT PEARL POINT		KELLY GROSSMAN		ROCKPORT HARVEY HOUSING LLC	
ADDRESS: ROCKPORT, TX		2011 TULSA BLVD ROCKPORT, TX 78240		2011 TULSA BLVD ROCKPORT, TX 78240	
OWNER: ROCKPORT HARVEY HOUSING LLC		PROJECT: ROCKPORT HARVEY HOUSING LLC		PROJECT: ROCKPORT HARVEY HOUSING LLC	
ARCHITECT: KELLY GROSSMAN		ARCHITECT: KELLY GROSSMAN		ARCHITECT: KELLY GROSSMAN	
DATE: 10/1/2013		DATE: 10/1/2013		DATE: 10/1/2013	
SCALE: 1/8" = 1'-0"		SCALE: 1/8" = 1'-0"		SCALE: 1/8" = 1'-0"	
SHEET: 1 OF 1		SHEET: 1 OF 1		SHEET: 1 OF 1	

File No. _____
County Clerk, Aransas County, Texas

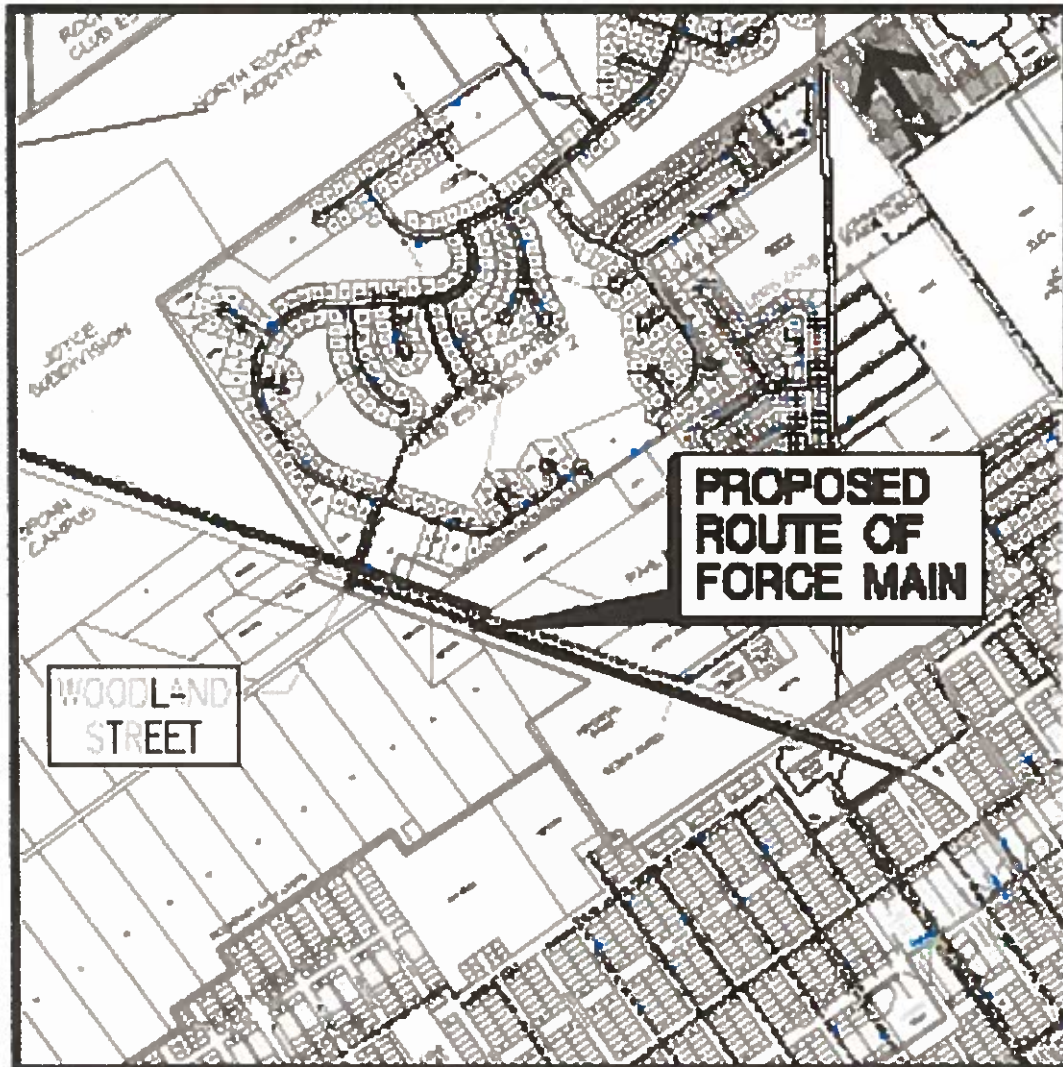


ADDRESS: ROCKPORT, TX

File No. **0000366780**
County Clerk, Aransas County, Texas

[illegible]

NEW 16" FORCE MAIN WOODLAND ST. TO WWTP ROCKPORT, TEXAS



PROJECT LOCATION MAP
-LE: NT

EXHIBIT "F"

0000366780

File No. _____
County Clerk, Aransas County, Texas

**WRITTEN CONSENT
ACTION OF THE MANAGERS OF
ROCKPORT HARVEY HOUSING, LLC**

The undersigned managers (the "Managers") of Rockport Harvey Housing, LLC, an Iowa limited liability company (the "Company"), acting pursuant to the provisions of Iowa Code Chapter 489, do hereby acknowledge and consent that the Resolution set forth below shall constitute a legal resolution of the Company.

Resolution 2019-1 – Authorization to Execute 380 Agreement with City of Rockport, Texas.

RESOLVED, that either of the managers shall be authorized to sign the 380 Agreement with the City of Rockport, Texas as approved by the Rockport City Council on January 31, 2019.

This Unanimous Written Consent may be executed in one or more counterparts, and any counterpart may be executed and delivered through facsimile transmission.

Dated as of February 7, 2019.

ROCKPORT HARVEY HOUSING, LLC


By: Mark Uhr
Co-Manager


By: John Frew
Co-Manager

File No. **0000366780**
County Clerk, Aransas County, Texas

[Back to Dashboard \(/\)](#)

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

FILED

Date: 6/1/2018 09:48 AM
Corp No: 572574
Cert No: FT0000790



Certificate of Organization - LLC

Information

CODE 489 DOMESTIC LIMITED LIABILITY COMPANY

Chapter

Rockport Harvey Housing, LLC

Entity Name

6/1/2018 10:00:00 AM

Effective Date and Time

Perpetual

Expiration Date

Rockport Harvey Housing Certificate of Organization.pdf (/Uploads/Filings/20180601/76b35a43-f58d-44e2-88e3-de392d8dcb56.pdf)

Upload PDF

Registered Agent and Registered Office Address

Matthew J. Hektoen
Full Name

File No. **0000366780**
County Clerk, Aransas County, Texas

115 Third Street SE
Address1
Suite 1200
Address2

Cedar Rapids
City

IA
State

52401
Zip

USA
Country

Principal office

2811 Wiley Blvd SW
Address1
Suite K
Address2

Cedar Rapids
City

IA
State

52404
Zip

USA
Country

Signature(s)

Matthew J. Hektoen
Organizer

6/1/2018 9:43:43 AM
Date

Questions:

Email: fff@sos.iowa.gov (mailto:help@sos.iowa.gov)
Phone: 1-888-767-8683 (tel:1-888-767-8683)

**IOWA SECRETARY OF STATE
PAUL D. PATE**



File No. **0000366780**
County **C** **ansas County, Texas**

CERTIFICATE OF EXISTENCE

Date: 2/7/2019

Name: ROCKPORT HARVEY HOUSING, LLC (489DLC - 572574)

Date of Incorporation: 6/1/2018

Duration: PERPETUAL

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is in existence and duly incorporated under the laws of Iowa.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has not administratively dissolved the limited liability company.
- e. The Secretary of State has not filed either a statement of dissolution or statement of termination.

Certificate ID: CS163872

To validate certificates visit:
sos.iowa.gov/ValidateCertificate

A handwritten signature of Paul D. Pate in black ink.

Paul D. Pate, Iowa Secretary of State

File No. **0000366780**
 County Clerk, Aransas County, Texas



Franchise Tax Account Status

As of : 02/07/2019 18:30:15

This Page is Not Sufficient for Filings with the Secretary of State

ROCKPORT HARVEY HOUSING, LLC	
Texas Taxpayer Number	32068696213
Mailing Address	3001 TRAYLOR BLVD ROCKPORT, TX 78382-6847
Right to Transact Business in Texas	ACTIVE
State of Formation	IA
Effective SOS Registration Date	10/18/2018
Texas SOS File Number	0803144641
Registered Agent Name	MARK F. UHR
Registered Office Street Address	3001 TRAYLOR BLVD. ROCKPORT, TX 78382

**FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS**

AT 1:28 P. M.

INDEXED

MAR 13 2019

46/20100 pd.

(3)

STATE OF TEXAS—COUNTY OF ARANSAS
 I hereby certify that this instrument was FILED on the date and at the time affixed
 hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of
 ARANSAS COUNTY, TEXAS, as stamped hereon by me.



Valerie K. Amason
 VALERIE K. AMASON, COUNTY CLERK,
 ARANSAS COUNTY, TEXAS

✓ City of Rockport

Call Teresa when ready

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 10

Deliberate and act on a Resolution of the City of Rockport, Texas, finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal Counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

SUBMITTED BY: Interim City Manager Richard Morton

APPROVED FOR AGENDA: RNM

BACKGROUND: On April 6, 2022, AEP Texas Inc. ("AEP Texas" or "Company") filed an application to Amend its Distribution Cost Recover Factors (DCRF) to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer's bill from the rates just approved in the Company's rate case).

The purpose of the Resolution is to deny the DCRF application proposed by AEP Texas. The Resolution:

1. Authorizes the City to participate with cities as a party in the Company's DCRF filing, PUC Docket No. 53451;
2. Authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC;
3. Finds that the Company's application is unreasonable and should be denied;
4. States that the Company's current rates shall not be changed;
5. The Company will reimburse cities for their reasonable rate case expenses. Legal counsel and consultants approved by cities will submit monthly invoices that will be forwarded to AEP for reimbursement;
6. Recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed;
7. Provides that AEP and counsel for cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. The City must take final action by June 5, 2022. The City has routinely participated with other cities and denied AEP's applications in the past, always to the customer's benefit.

FISCAL ANALYSIS: By law, the City's reasonable rate case expenses must be reimbursed by AEP.

RECOMMENDATION: Staff recommends Council approve the Resolution finding that AEP's application to amend its distribution cost recovery factors to increase distribution rates within the City be denied, as presented.

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Rockport, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 6, 2022, AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 53451, seeking to increase electric distribution rates by approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 53451.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Leila Melhem, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED and **APPROVED** the 26th day of April 2022.

CITY OF ROCKPORT, TEXAS

Patrick R. Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 11

Deliberate and act on first reading of an Ordinance granting 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; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

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 this time.

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

FISCAL ANALYSIS: N/A

RECOMMENDATION: Planning & Zoning Commission, by a unanimous vote of approval, recommends Council approve the first reading of an Ordinance granting 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; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR ADDITION OF FOUR (4) RV SPACES FOR PROPERTY LOCATED AT 2328 CHAPARRAL STREET; ALSO KNOWN AS CHAPARRAL SOUTH, LOT 1, 1.01 ACRES LOCATED IN THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS; SUBJECT TO COMPLIANCE WITH THE CONDITIONS STATED WITHIN THIS ORDINANCE, AS WELL AS THOSE STIPULATED IN THE CITY OF ROCKPORT CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Conditional Use Permit was received in the office of the Building Department, Rockport, Texas; and

WHEREAS, On March 25, 2022, notice was posted on the bulletin boards at the Rockport Service Center, 2751 State Highway 35 Bypass and on the City's webpage www.cityofrockport.com; and

WHEREAS, on March 25, 2022, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on March 26, 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 April 12, 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 18, 2022, the Planning & Zoning Commission did meet and said Commission voted to recommend to the City Council to accept and approve this request for a Conditional Use Permit to property located at 2328 Chaparral.

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

SECTION 1 – CONDITIONAL USE PERMIT

That, pursuant to Section 118-23 "Conditional Use Permit" (CUP), of the Rockport Code of Ordinances, a Conditional Use Permit is hereby granted to property located at 2328 Chaparral for the purpose of adding four (4) RV spaces, subject to compliance with the following conditions and all applicable regulations and conditions contained in the City of Rockport Code of Ordinances:

1. Must meet requirements of the City of Rockport Code of Ordinances, including, but not limited to Chapter 118, Sec 118-21
2. Any use other than that granted herein or permitted by right in the “B-1” zoning district shall be treated as an amendment to the Conditional Use Permit and shall be required to re-submit a Conditional Use Permit request as outlined in the Zoning Ordinance.

SECTION 2

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

SECTION 3

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance and the remainder of this Ordinance shall be enforced as written.

SECTION 4

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

SECTION 5

Any individual, firm, corporation, utility, or business entity that violates the provisions of this Ordinance shall, upon conviction, be fined as provided in Section 1-7 of the City Code.

SECTION 6

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City under any section or provisions of any ordinances in effect at the time of passage of this Ordinance.

SECTION 7

The provisions of this Ordinance shall be cumulative of all ordinances not repealed by this Ordinance and ordinances governing or regulating the same subject matter as that covered herein.

SECTION 8

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

APPROVED on first reading the 26th 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 the ____ day of _____ 2022.

CITY OF ROCKPORT, TEXAS

 Patrick R. Rios, Mayor

ATTEST:

 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

Joey and Sandra Jenkins, Owners

PUBLIC HEARING DATE

Tuesday, April 12, 2022

P&Z DATE

Monday, April 18, 2022

CITY COUNCIL DATE(S)1st Reading - Tuesday, April 26, 20222nd 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.



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)



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

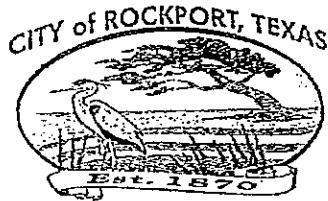
LEGAL DESCRIPTION

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: \$ _____

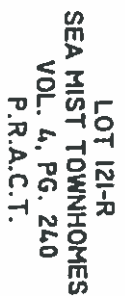
Submitted Information (____ accepted) (____ rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____

- - 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

(60' R.O.W.)



arral South

Is 1 thru 4

of Rockport

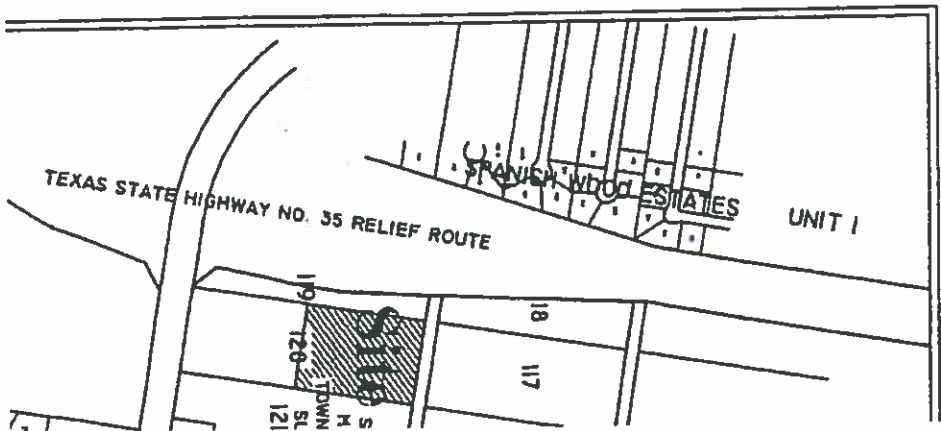
S County, Texas



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



<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



FM 3036

FM 3036

FM 3036

FM 3036

138

9813

19811

19805

54147

42416

19808

Briarway

49219

65381

70356

19804

65373

Chaparral

Chaparral

67034

67060

67079

67080

67033

67061

67078

67081

67032

67062

67077

67082

67031

67063

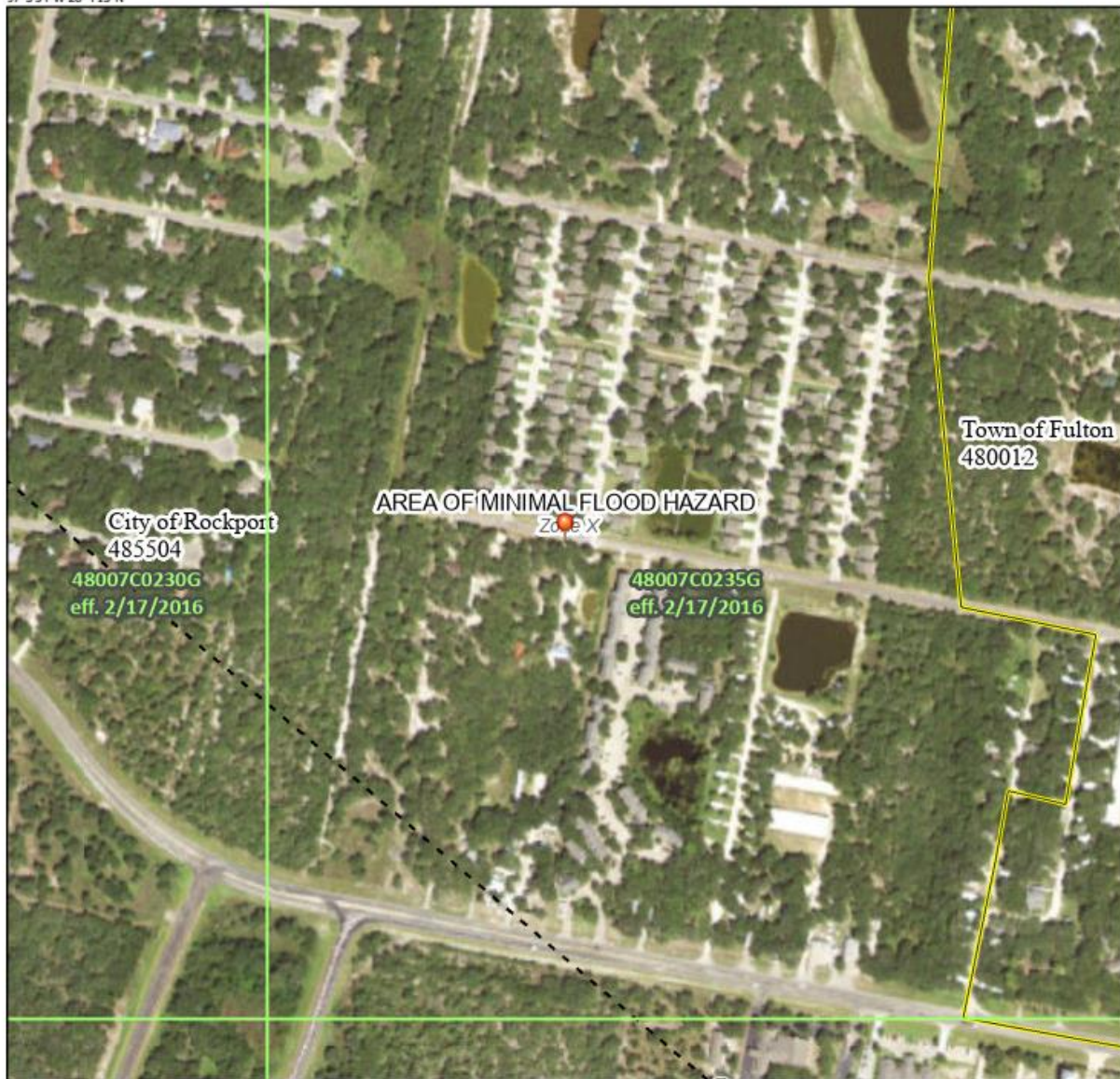
67076

67083

National Flood Hazard Layer FIRMette



97°35'4"W 28°4'15"N

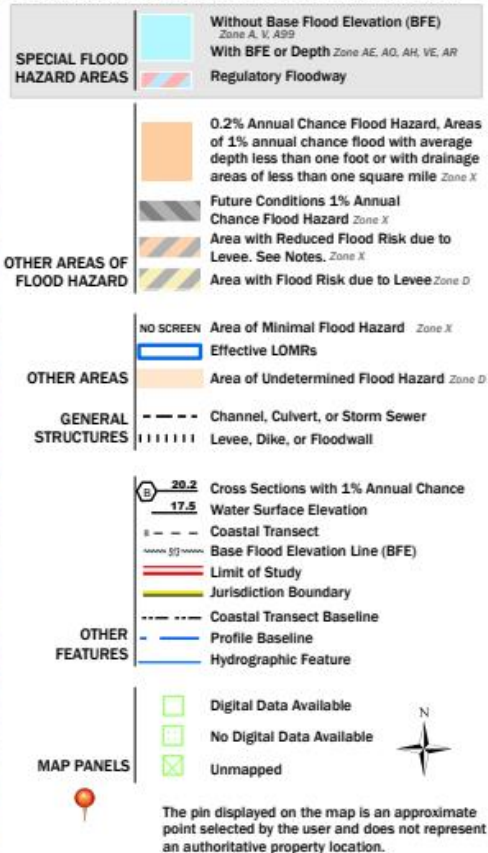


0 250 500 1,000 1,500 2,000 Feet 1:6,000

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

Legend

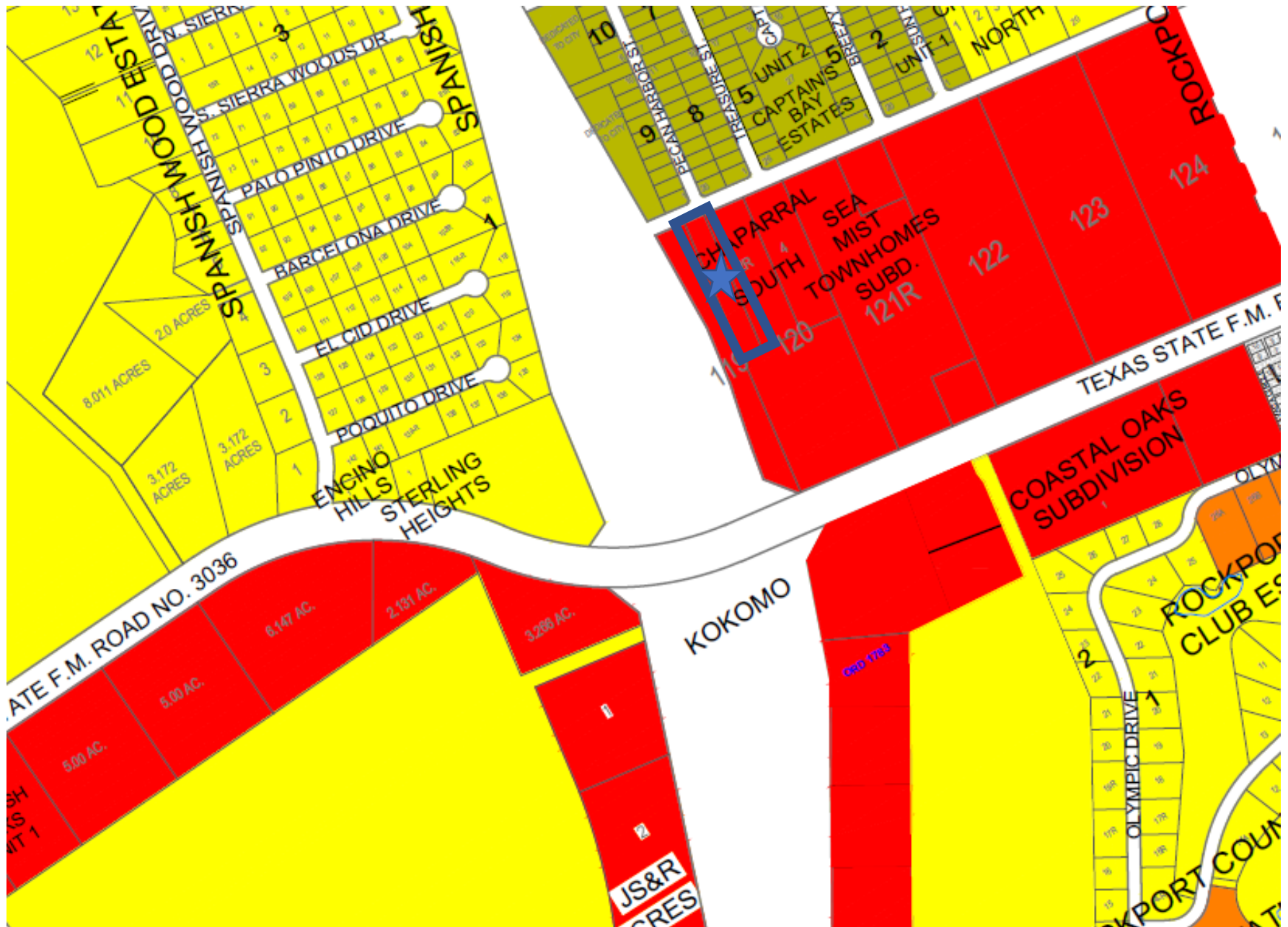
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



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: April 26, 2022

AGENDA ITEM: 12

Deliberate and act on second & final 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.

On April 12, 2022, Council approved the first reading of the Ordinance with a correction noted by the City Attorney; the distance requirement should be 1000' instead of 1500'.

There have been no other corrections or change in format since Council approved the first reading on April 12, 2022.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommends Council approve the second & final 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 26th 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

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 1,000 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 1000 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 1,000 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 26, 2022

AGENDA ITEM: 13

Deliberate and act on second & final 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.

There have been no changes in format or content since Council approved the first reading of the Ordinance on April 12, 2022.

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 second & final reading of an Ordinance amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District) for property located 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, the 26th day of April 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, 2022
 2nd 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. Two (2) letters 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 single family dwellings and vacant land South: R-1 1st 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 1st Single-Family Dwelling (vacant land)	To develop an office space with storage	.8219 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 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: \$ _____

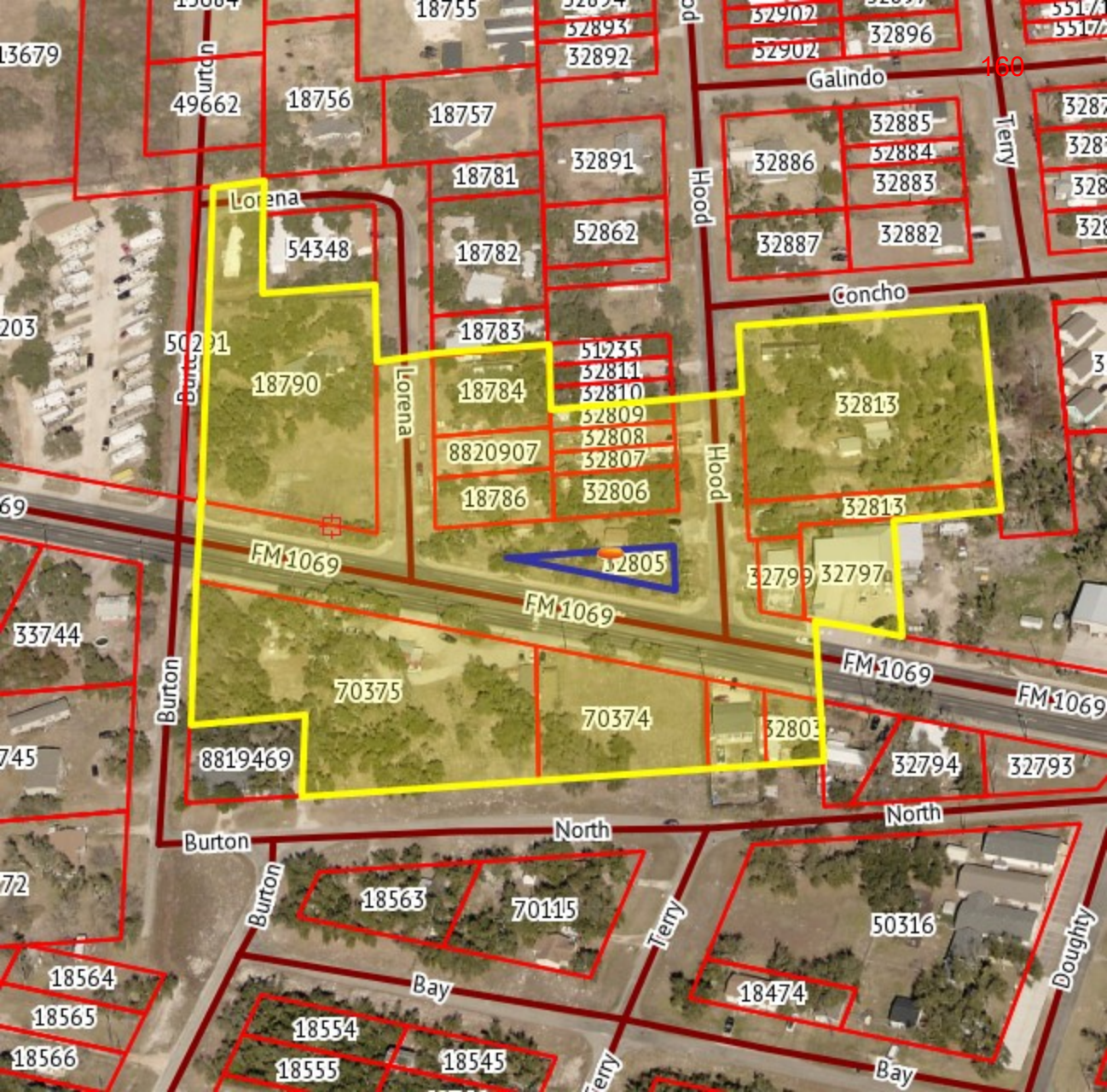
Submitted Information (_____ accepted) (_____ rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____



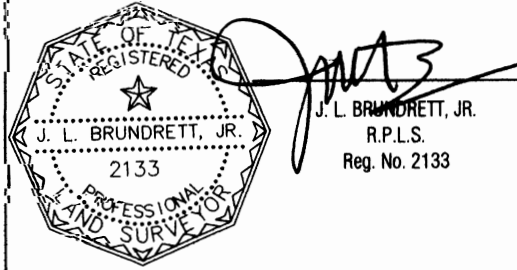




V017 PG 196

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.

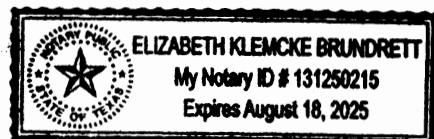
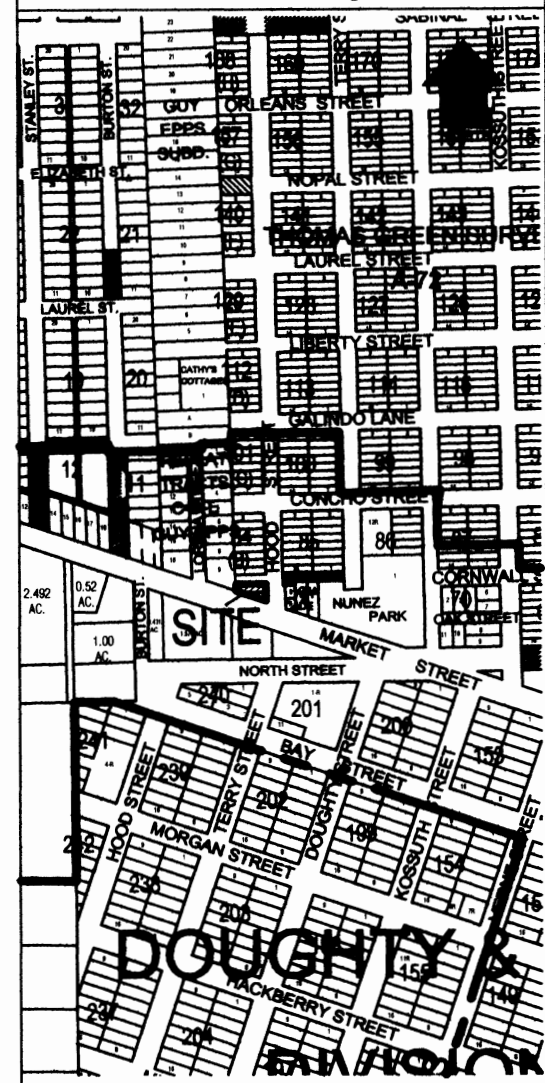
This the 14th day of December, A.D., 2021.

TRAVIS KELLEY
State of Texas
County of ARANSAS

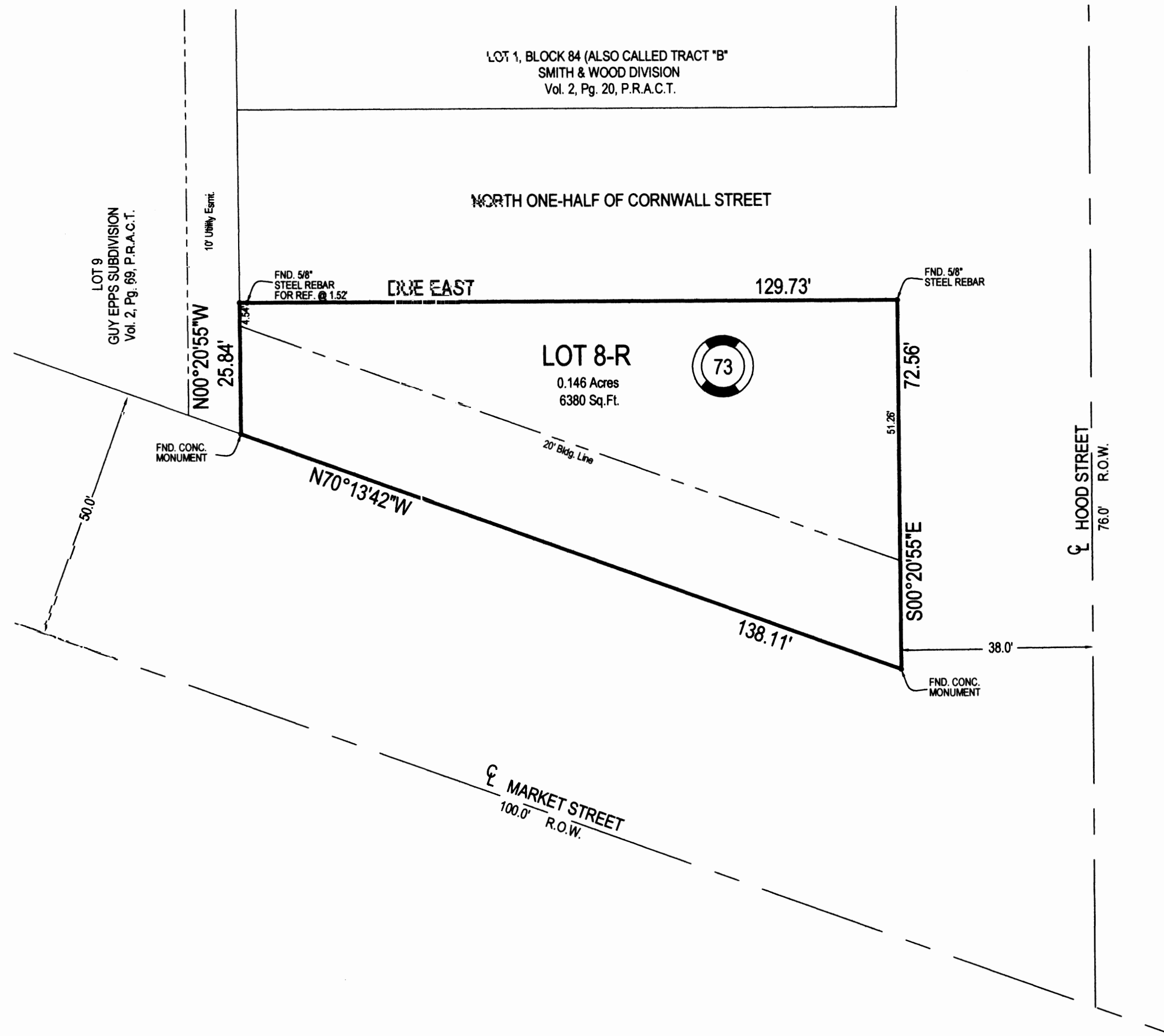
This instrument was acknowledged before me by:

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: 361-729-4479
 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 (or) is not X located in a "Special Flood Hazard Area."

Flood Zone X , Base Elevation N/A Panel 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
Clerk of the County Court

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

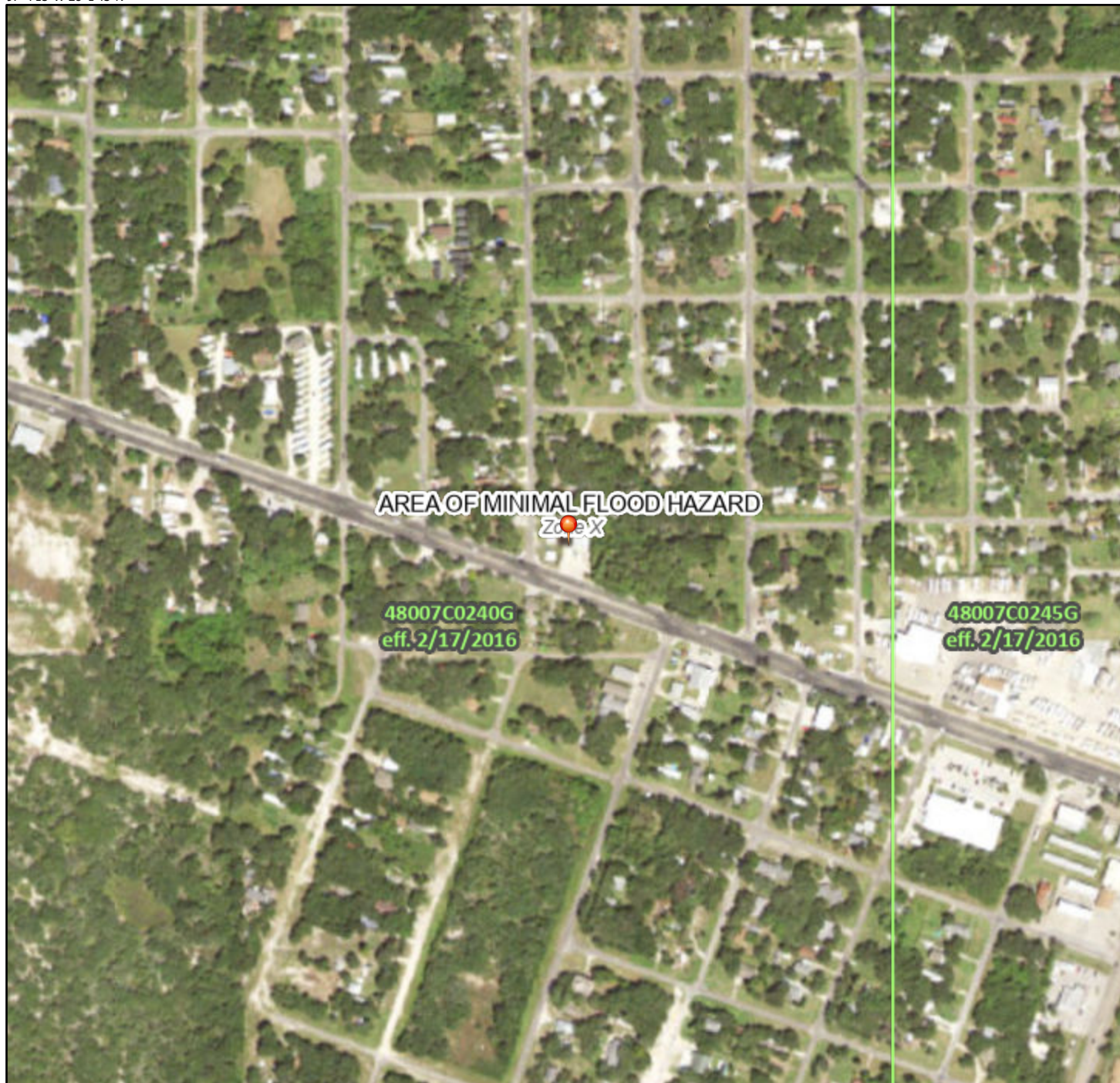
SIGNATURE _____

DATE _____

National Flood Hazard Layer FIRMMette



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

163

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
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
OTHER FEATURES		Jurisdiction Boundary
		Coastal Transect Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
MAP PANELS		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 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.





JOINT PUBLIC HEARING
Rockport City Council and
Planning & Zoning Commission

165

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 Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Teresa Valdez, City Secretary

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

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

Printed Name: Ricardo Chavez

Address: 524 W. Market

City/State: Rockport, TX

() IN FAVOR (X) IN OPPOSITION

Phone: _____

REASON:

Space is too small
for a building.

For what? More Taxes

Cutting down trees for a
building will make the
space + neighbors too
crowded.

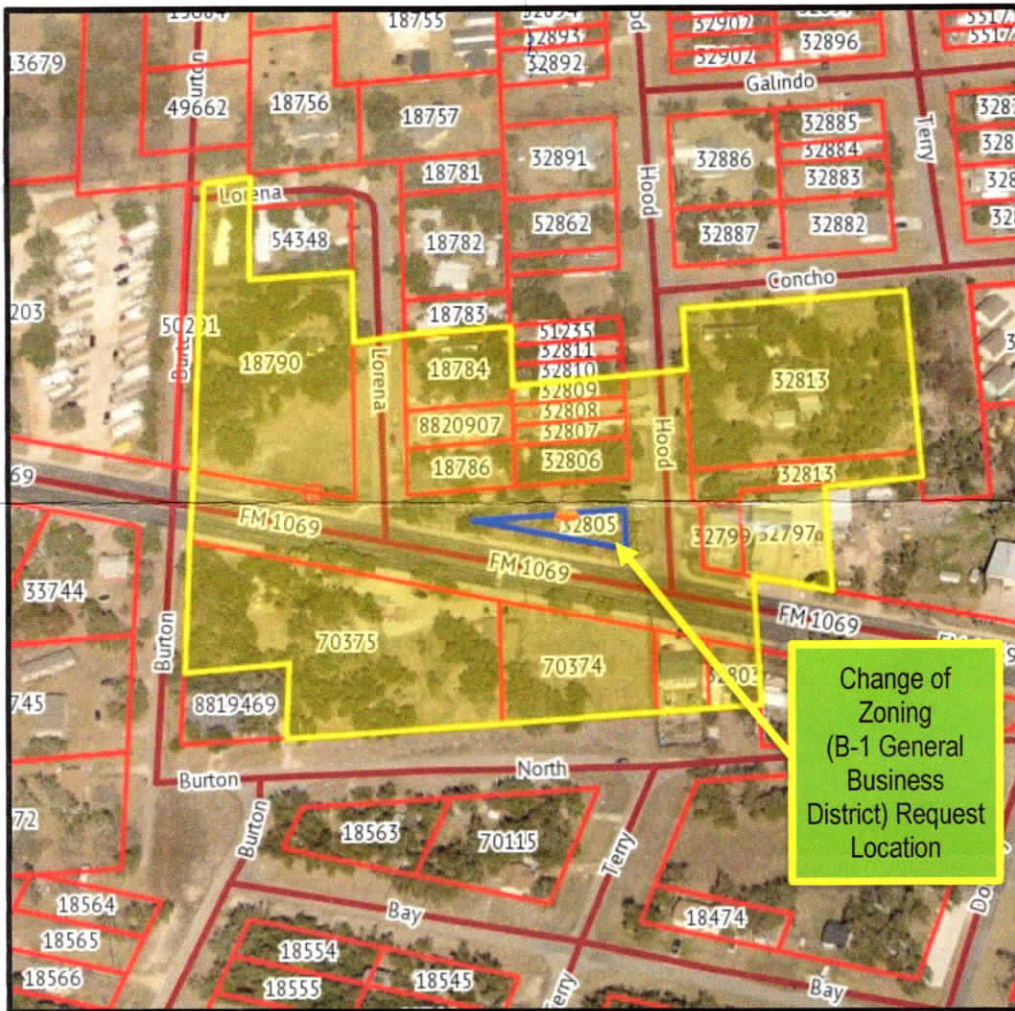
Ricardo Chavez
Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

166

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI
TX 78411
07 MAR 2022 PM



Ricardo Chavez
524 W. Market St
Rockport, Tx 78382

SITUS ADDRESS: 203 N Hood St

7838234930





JOINT PUBLIC HEARING
Rockport City Council and
Planning & Zoning Commission

167

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 Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Teresa Valdez, City Secretary

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

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

Printed Name: Saila A. Lopez Chavez / Fernando Lopez

Address: 524 W. Market

City/State: Rockport, TX

() IN FAVOR (X) IN OPPOSITION

Phone: _____

REASON:

IN OPPOSITION

Space is too small.
You will have to cut
down many if not all
the trees. No good reason
to cram a building into a
small space.

Signature

Saila A. Chavez

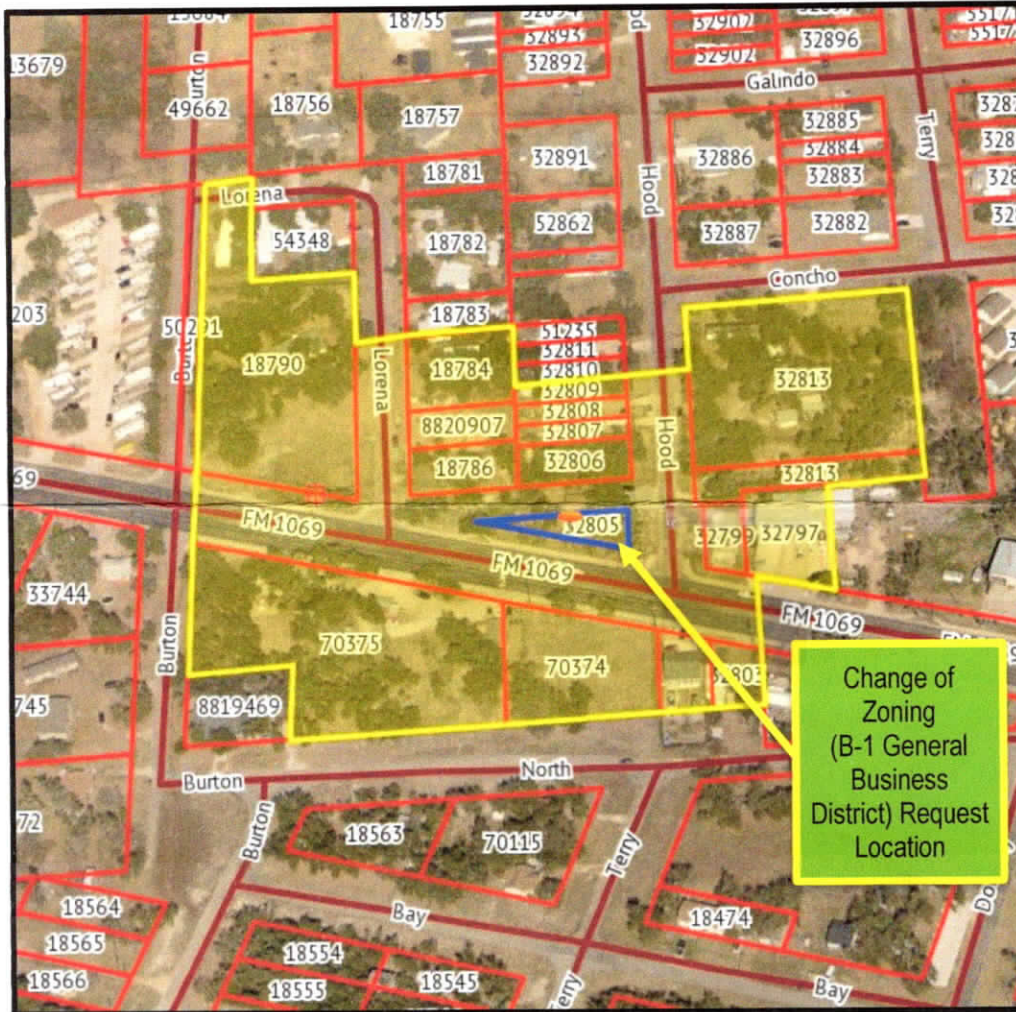
Fernando Lopez

See map on reverse side.

168

FAQ

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at **361-790-1125, ext. 226.**



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382

CORPUS CHRISTI
TX 784 1 L
07 MAR 2022 PM



Solia A Lopez Chavez & Fernando Lopez
524 W. Market St
Rockport, Tx 78382

SITUS ADDRESS: 524 W. Market St

73294930



CITY COUNCIL AGENDA

Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 14

Deliberate and act on second & final 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.

There have been not changes in format or content since Council approved the first reading of the Ordinance on April 12, 2022.

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 second & final 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 the 26th day of April 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-platting 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 nine (9) property owners within a 200-foot radius of the property. One (1) letter Against the request has been received.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 1st Single Family Dwelling District	Vacant Property	North: R-1 1st Single-Family Dwelling with an RV/Mobile Home Park South: R-1 1st 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 suggests Residential 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)

January 20, 2022

City of Rockport:

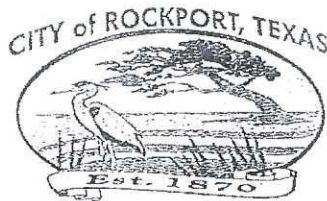
Attached is a proposed plan and purpose for the rezoning of my property. My intent is to build 6 to 8 new 750 square foot housing units, not for sale, but for long term rental along the 18th street frontage, and my future personal home toward the back.

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)

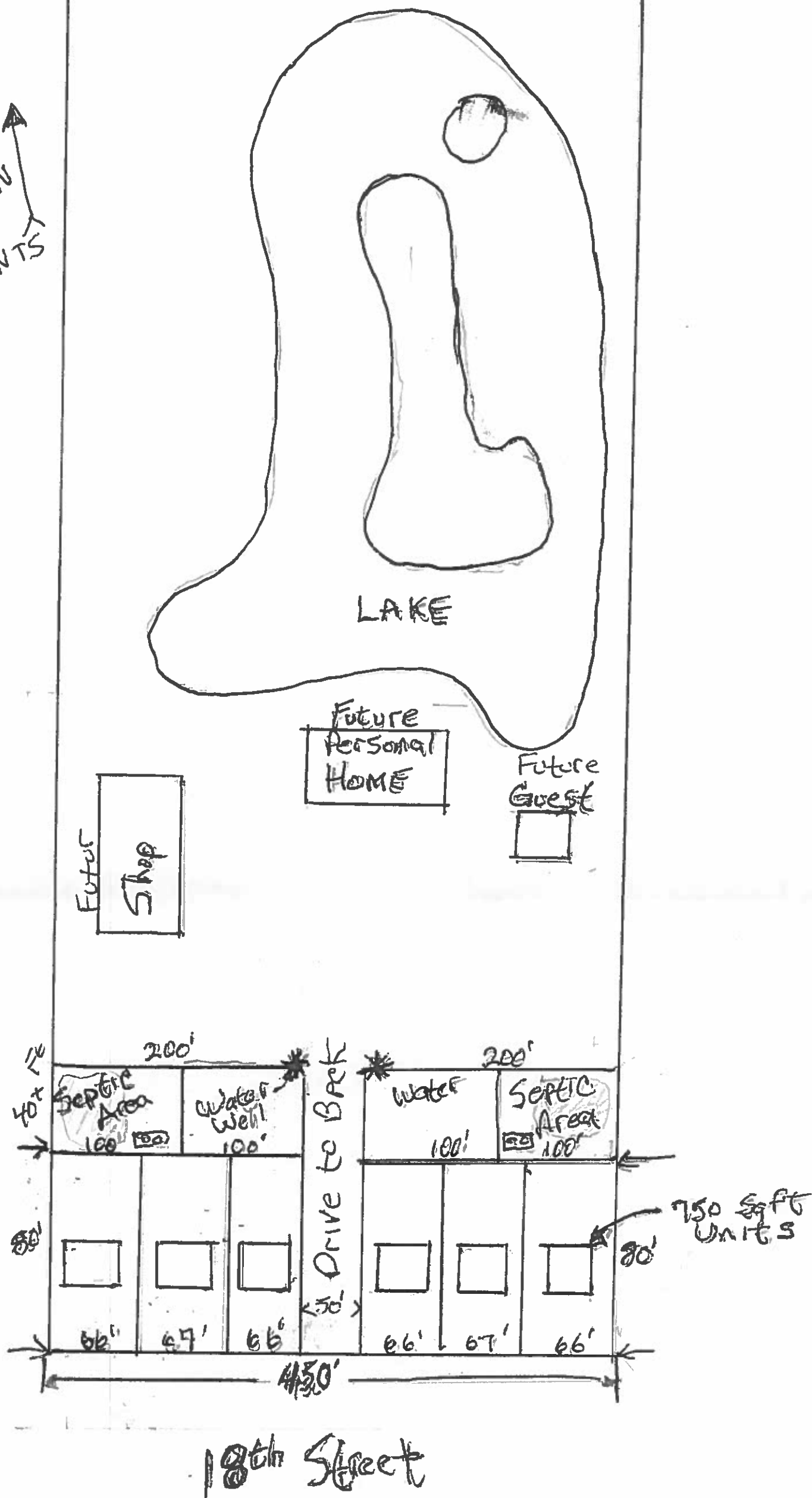
(FOR CITY USE)

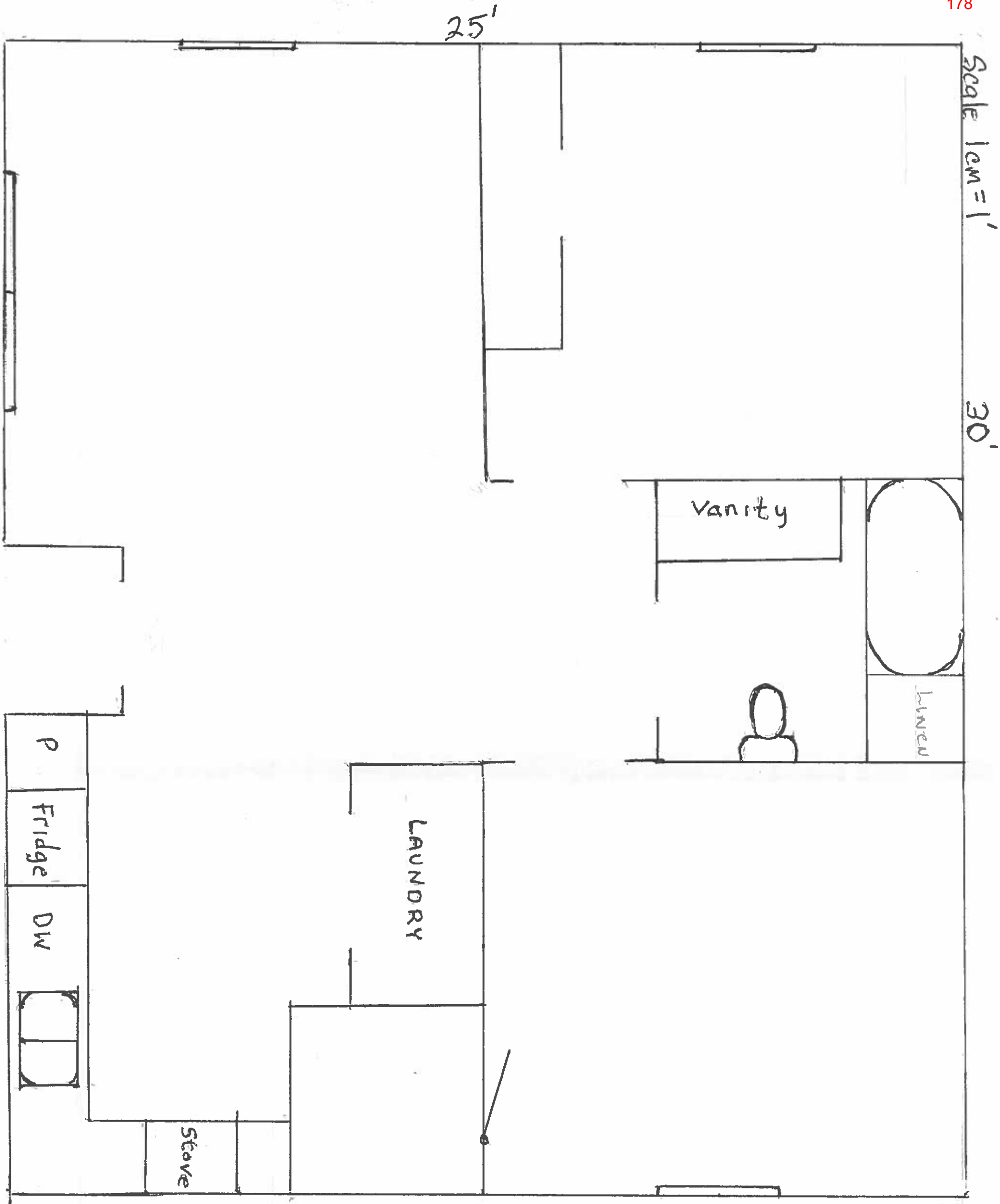
Received by: MB Date: 3-2-22 Fees Paid: \$ 250.00 ck# 1077

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

If rejected, reasons why: _____

Receipt No. _____





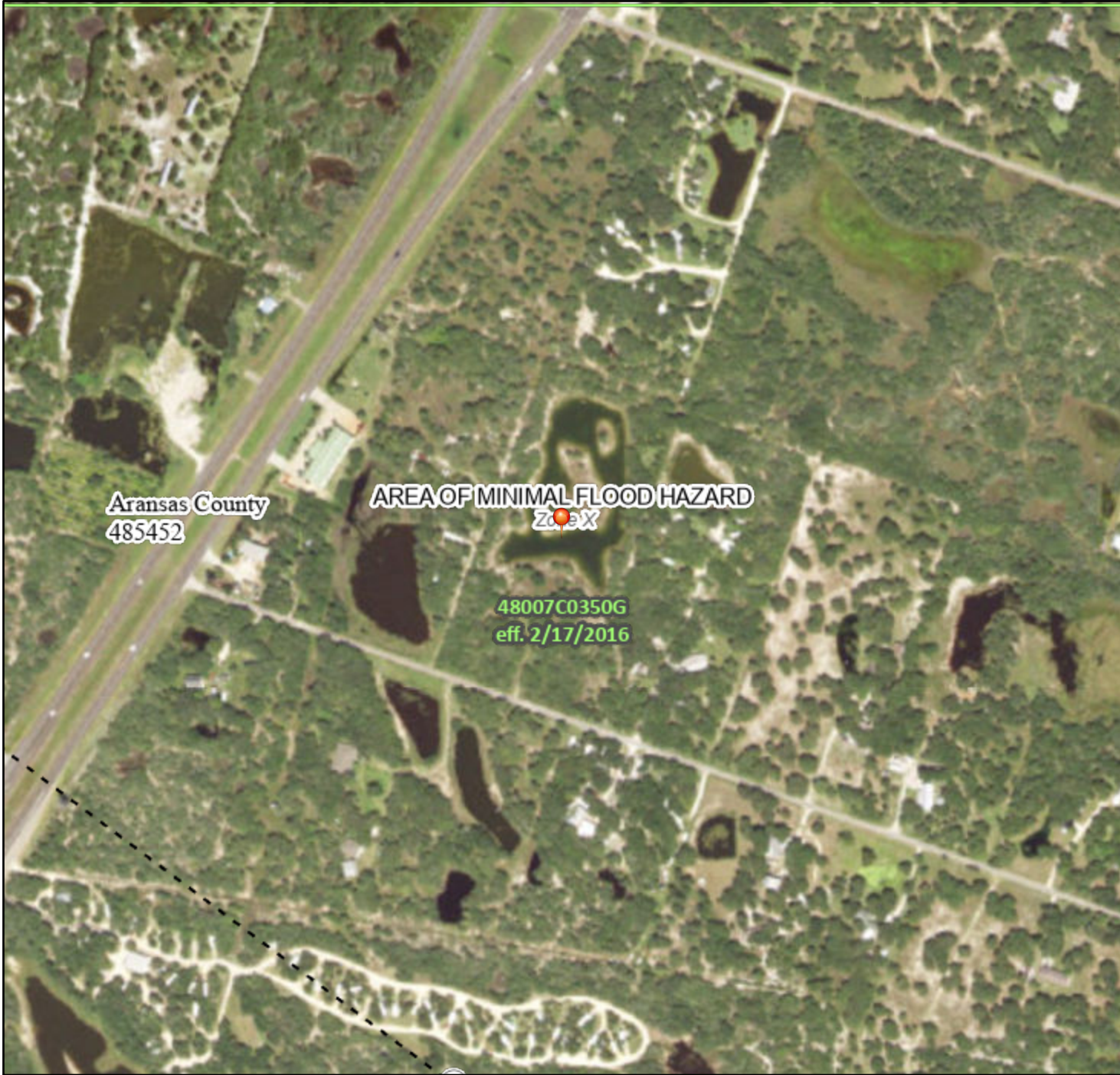
<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
34458	Robby Varner	1702 Wighteenth St	420 W. Linden St	Rockport	Tx	78382
34415	David W JR Wells	1617 Eighteenth St	PO Box 2430	Rockport	Tx	78381
34416	George Polinard & Karen Polinard	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 181

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

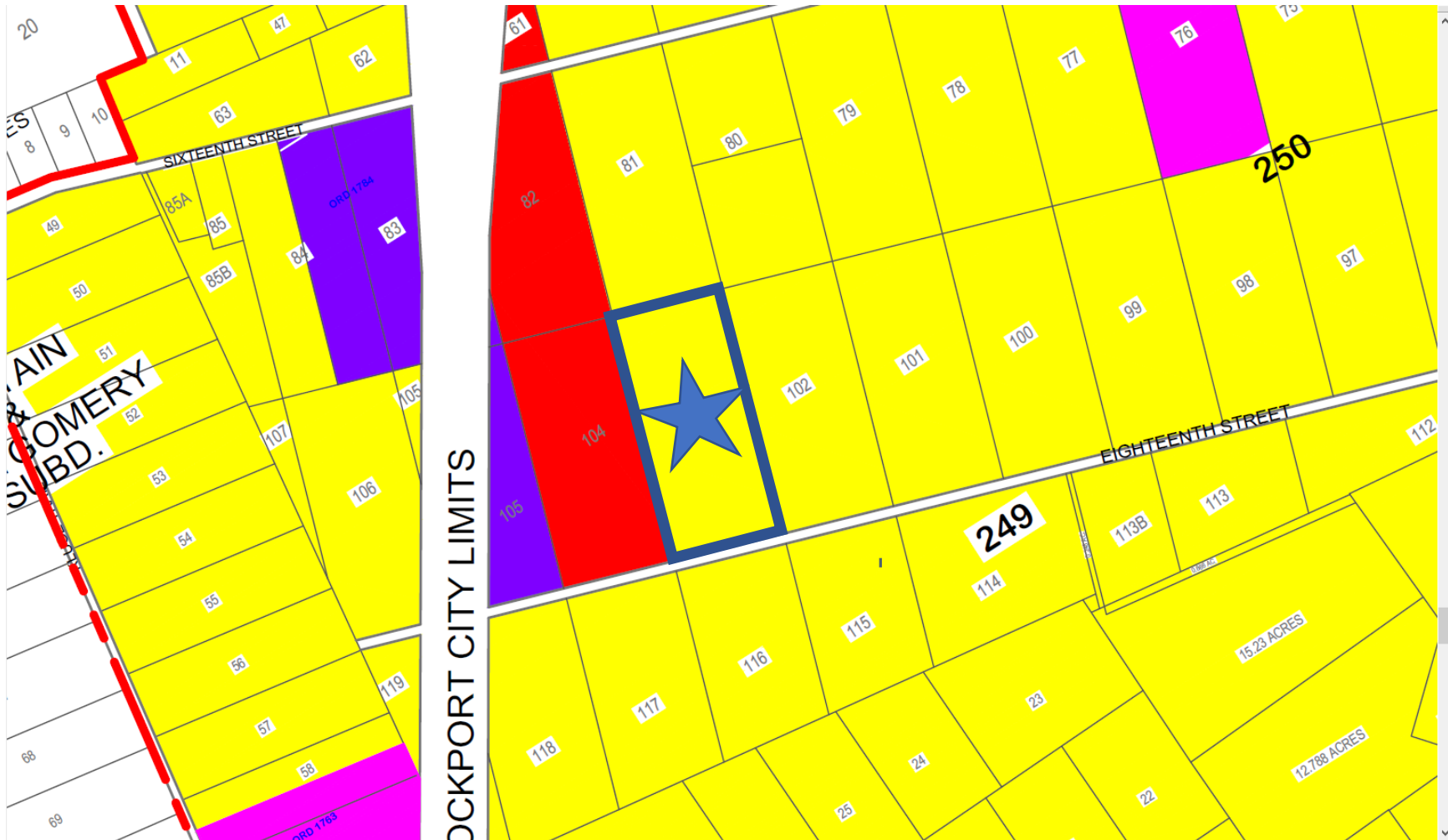


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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.





JOINT PUBLIC HEARING
Rockport City Council and
Planning & Zoning Commission

183

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 Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Teresa Valdez, City Secretary

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

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

Printed Name: JOHN HAMM

Address: 1620 18TH ST

City/State: Rockport Tex

() IN FAVOR (☒) IN OPPOSITION

Phone: 361-450-5051

REASON:

John Hamm
Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

184

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H.-35 Bypass
Rockport, TX 78382

CORPUS CHRISTI
TX 784 1 L
07 MAR 2022 PM



Charlie & Ruth Hamm
1120 W. Market St
Rockport, Tx 78382

SITUS ADDRESS: 1620 Eighteenth St

7838236208 0003



We the residents of 1620 18th street are opposed to the new zoning.

We are directly next door to the property in question.

Placing multiple rental units right against our property line will greatly reduce our privacy, and peaceful solitude of rural living.

The property has already begun to be stripped of all its trees and brush, causing an increased wild life load onto our property.

We are now experiencing more possum, raccoons, snakes, and the coyote that lives behind the pond on that property. Due to the clearing of natural habitat the animals are forced to find new places to live and find food sources.

The increase in predators threatens our livestock. Our animals provide us with a small source food and income.

Also, With densely populated rentals right next door that brings in new pets.

We have had several instances where neighbors pets have killed our animals, on our property, this will no doubt increase if the zoning changes are made to allow multiple residents packed in along our fence line.

We already have a huge problem with dumped kittens and dogs out here as it is.

The re zoning change will also create further strain on our forgotten infrastructure. Our roads that were redone after Harvey are wash boarded, and full of pot hole patch's. Our drainage is substandard at best.

The Area floods horribly when it rains and the ponds overflow causing further damage to surrounding properties.

Adding in high density housing is only going to further exacerbate the issue.

After a good rain our property already is subject to several inches standing water. The additional of multiple rental units next door will only make our property flood more with out major flood control measures.

We ask that you not allow our rural lifestyle to be invaded by multiple rental units packed in on top of us. We live on 10 acre lots in the rural area of town because we wish to maintain our peace with nature, not be overlooked by our neighbors.

Sincerely,
The Hamm's

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 15

Postponed April 12, 2022 - 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	

Council postponed action on this item at the April 12, 2022, Council Meeting.

Several applications were received and accompany this item.

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: The recommended applicant meets the requirements to fill the position.

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 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 |
| ☐ Rockport Heritage District Board (suspended) | ☐ Tree & Landscaping |
| ☐ Zoning Board of Adjustment/Building Standards Commission | Committee |

Name: Patt (Patricia) Bemrose Age (Optional): _____
 Home Address: [REDACTED] Ward No: 1
 Home Phone: [REDACTED] Work Phone: _____
 Business Address: N/A
 E-mail Address: [REDACTED]
 Resident of City for 7 years Voter Registration No. _____
 Occupation: Realtor (retired after 35+ yrs.) Proprietor, Texas Sunset Farm: Registered Miniature
 Education: _____
 Special Knowledge or Experience Applicable to City Board or Commission Function: President, South Beach HOA

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

Other Information (civic activities, etc.)

Appointed to serve on the Harris County Grand Jury (two nonconsecutive terms).

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

☒ **Yes** ☐ **No**

Date: 04/11/2022

Signature: 
esign via SeamlessDocs.com
Key: a6bc335d0bee4813d72618534100c3b4

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email any questions to: citysec@cityofrockport.com

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 |
| ☐ Rockport Heritage District Board (suspended) | ☐ Tree & Landscaping |
| ☐ Zoning Board of Adjustment/Building Standards Commission | ☐ Committee |

Name: Patricia A Impens Age (Optional): _____

Home Address: _____ Ward No: 1

Home Phone: _____ Work Phone: _____

Business Address: _____

E-mail Address: _____

Resident of City for 5 years Voter Registration No. 2136643105

Occupation: _____

Education: BSBA

Special Knowledge or Experience Applicable to City Board or Commission Function: _____

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

Other Information (civic activities, etc.) _____

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

☐ Yes ☒ No

Date: 04/19/2022

Signature: 

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email any questions to: citysec@cityofrockport.com

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 Advisory Board |
| ☒ Planning and Zoning Commission | |
| ☐ Rockport Heritage District Board (suspended) | ☐ Tree & Landscaping Committee |
| ☐ Zoning Board of Adjustment/Building Standards Commission | |

Name: Dana Kisel Age (Optional): 55
Home Address: [REDACTED] Ward No: 1
Home Phone: [REDACTED] Work Phone: same
Business Address: [REDACTED]
E-mail Address: [REDACTED]
Resident of City for 7 years Voter Registration No. 1070563303
Occupation: Realtor
Education: HS Diploma - TREC Licensed Realtor

Special Knowledge or Experience Applicable to City Board or Commission Function:

Currently Realtor working with Buyers/Sellers/Investors/Developers in Commercial/Residential Real Estate. Previous Owner of Dough-Liciously Bakery/Bistro in Rockport. Provided service program for Municipalities and State entities, their representatives and board members. Attended board meetings for RFP and RFI input and response. RFP and RFI Submission and contract review.

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

Other Information (civic activities, etc.)

Previous participation on RFCOC Board, LAC Class XXII Member, LAC Class XXIII Director, SeaAbration Committee 2020 & 2021, Various Other Committees. While I have not attended one of these meetings, I did approach and explore zoning, variance as Dough-Liciously came about.

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

☐ Yes ☒ No

Date: 04/20/2022

Signature: _____

Dana Kisel
Notary Public for the State of Texas
My Commission Expires 04/20/2024

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email any questions to: citysec@cityofrockport.com

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 |
| ☐ Rockport Heritage District Board (suspended) | ☐ Tree & Landscaping |
| ☐ Zoning Board of Adjustment/Building Standards Commission | ☐ Committee |

Name: Lindsee Merrell Age (Optional): 42
Home Address: [REDACTED] Ward No: 2
Home Phone: [REDACTED] Work Phone: [REDACTED]
Business Address: [REDACTED]
E-mail Address: lindslee.brunson@gmail.com
Resident of City for 6 years Voter Registration No. 1054471349
Occupation: Director of Operations - Portland Chamber of Commerce
Education: Some College

Special Knowledge or Experience Applicable to City Board or Commission Function:

Experience in business development and marketing through career. Experience in parks and recreation having been employed with the City of McAllen as pool manager. Experience in setting budgets and marketing strategies as well as target goals for organizations and sales staff, then implementing programs and campaign to achieve set targets.

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

Other Information (civic activities, etc.)

Served on old town development committee, member of various service organizations including Rotary Club, Lions Club and Chatworks Civic Club

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

☒ Yes ☐ No

Date: 04/22/2022

Signature: _____

signed via SeeSignConnect.com
Lindsee D. Morrell
Key: 010e333d-70e4-4319-7201-85241301234

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email any questions to: citysec@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 16

Deliberate and act on approval to purchase a shade structure at the Fitness Court, located at Memorial Park, and request reallocation of funding to purchase four (4) separate workout stations, with two (2) of the units being wheelchair accessible.

SUBMITTED BY: Director of Parks and Leisure Services Rick Martinez

APPROVED FOR AGENDA: RNM

BACKGROUND: Currently the City is limited on all-inclusive equipment. Previously, deliberation about adding a shade structure at the basketball court, was being considered. Due to inflation, on materials and labor, the cost has increased dramatically, and therefore, the funding for both structures are not supported.

This request is to approve the purchase of the shade structure at the Fitness Court utilizing the funds approved in the budget, and to reallocate the funding that was allocated for a shade structure at the basketball court to purchase the separate workout stations, which will also be installed within the perimeters of the new shade structure at the Fitness Court.

The City received a grant for assistance in purchasing the Fitness Court. Other cost associated with the Fitness Court was the concrete slab, which was put in with help from the Dell Foundation, in conjunction with the rebuilding of the Memorial Park, mini complex. The installation was done by the Parks Department staff and the Fitness Court is one of the only ones of this type in the area. This addition has been a nice park amenity and is used by many, and will be used a lot more, by adding shade and other added individual workout stations.

Kraftman Playgrounds is a Commercial Playground & Water Parks Designer and builder, as well as a commercial supplier. The City of Rockport has done business in previous years, and expectations were always met and satisfied.

FISCAL ANALYSIS: The budget approved for the two shade structures was \$50,000.00 for each project. Due to delays and inflation of materials and labor, \$100,000.00, is not sufficient to support the two projects. The cost for the shade structure over the Fitness Court is, \$58,298.97 and the cost for the individual workout stations is, \$26,210.10, for a total of \$84,509.07. This is also the Buy Board Quote.

RECOMMENDATION: Staff recommends approval to purchase a shade structure at the Fitness Court, located at Memorial Park, and request reallocation of funding to purchase four (4) separate workout stations, with two (2) of the units being wheelchair accessible.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73170¹⁹⁴

Date: 04/06/2022

Project: 27159

Created By: David Ondrias

Quote Name: 4 Greenfields Adult Fitness

Page 1 of 3

BILL TO

Rockport Parks and Recreation ☎ 361-463-9446
Mr. Rick Martinez
Rockport Greenfields Adult Fitness
402 E. Laurel St.

Rockport, TX 78382

Terms:

Net 30 days

SHIP TO

Rockport Parks and Recreation ☎ 361-727-2158
George Bennett ☎ 361-463-3228
Rockport Greenfields Adult Fitness
402 E Laurel
Rockport, TX 78382

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19					
1	GR2005-1-48A-W-SM	Wheelchair Accessible Chest Press, surface mount by Greenfield Outdoor Fitness				\$6,917.00	\$6,917.00
1	GR2005-1-47-W-SM	Wheelchair Accessible 2-Person Vertical Press, surface mount by Greenfield Outdoor Fitness				\$6,917.00	\$6,917.00
1	GR2005-1-26-SM	2-Person Cross-Country Ski, surface mount, by Greenfield Outdoor Fitness				\$5,763.00	\$5,763.00
1	GR2005-1-98-SM	Seated Leg Extension, surface mount by Greenfield Outdoor Fitness				\$4,148.00	\$4,148.00
Item Subtotal:						\$23,745.00	
Shipping & Handling:						\$2,940.00	
Discount:						(\$474.90)	
Equipment Subtotal:						\$26,210.10	
Tax:						\$0.00	
Install:							
Total:						\$26,210.10	

Special Terms and Conditions

Items Not Included:

Installation is not included in proposal.

BuyBoard:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Credit Card Terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Shipping Charges:

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73170¹⁹⁵

Date: 04/06/2022

Project: 27159

Created By: David Ondrias

Quote Name: 4 Greenfields Adult Fitness

Page 2 of 3

Ship to Address:

Items are to be delivered directly to the shipping address listed on this quotation. Please check "ship to" address on this quote for accuracy. If "ship to" address is incorrect, please contact your sales representative with correct "ship to" address. Changes to the shipment delivery address after the shipment has left the factory will incur additional charges from the freight carrier.

Delivery and Unloading:

Customer is responsible for insuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of direct delivery shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. Delivery drivers are not required, or provided for unloading the materials/product from the truck. Kraftsman is not responsible for unloading said items.

Materials Receiving and Shipment Inspection:

When unloading product at time of delivery, be sure to check for any damage to the packaging, or damage to products, and review to determine if there may be any missing pieces. Make notations on the bill of lading regarding any observed damage, or missing parts or pieces. Freight damage or lost items claims will not be honored by the freight carrier unless it is noted on the bill of lading at the time of delivery. Also be sure to get digital photos of any damage to product or packaging for use in filing a future shipping damage or shortage claim.

Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Greenfields Outdoor Fitness - lead time for items to ship is 6 to 8 weeks from when the order is placed with the manufacturer.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73170¹⁹⁶

Date: 04/06/2022

Project: 27159

Created By: David Ondrias

Quote Name: 4 Greenfields Adult Fitness

Page 3 of 3

General Terms and Conditions

Bill To:

Rockport Parks and Recreation

Ship To:

Rockport Parks and Recreation

Terms:

Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____

David Ondrias

Date April 6, 2022

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73163¹⁹⁷

Date: 04/06/2022

Project: 23792

Created By: David Ondrias

Quote Name: Canopy Updated to Incr 96 in. piers to

Page 1 of 5

BILL TO

Rockport Parks and Recreation ☎ 361-463-9446
Mr. Rick Martinez
Rockport Fitness Area Shade Structure
402 E. Laurel St.

Rockport , TX 78382

Terms:

Net 30 days

SHIP TO

Rockport Parks and Recreation ☎ 361-463-9446
Mr. Rick Martinez ☎ 361-463-9446
Rockport Fitness Area Shade Structure
1601 N. Pearl Street (FM 2165) & Enterprise
Blvd

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19					
1	KSHADEHIP	Custom Square Hip Shade Canopy, 48'x 36'x 10' eave height, 4 48'x36'x10 columns mounted on base plates below surface, by Superior Shade (31630)				\$25,042.00	\$25,042.00
4	PIER CUTS	Concrete cutting for piers, through existing 4" concrete slab. Includes capping/repairing removed cut out section of concrete, By: Kraftsman				\$680.00	\$2,720.00
4	PIERS36X120	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x120"			\$3,700.00	\$14,800.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade				\$1,200.00	\$1,200.00
Item Subtotal:						\$43,762.00	
Shipping & Handling:						\$5,400.37	
Discount:						(\$3,380.20)	
Equipment Subtotal:						\$45,782.17	
Tax:						\$0.00	
Install:						\$12,516.80	
Total:							\$58,298.97

Special Terms and Conditions

Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Patching of existing concrete decorative coatings, staining, coloring, or surfacing if any existing concrete deck is removed during excavation for piers.
- Removal of existing equipment.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73163¹⁹⁸

Date: 04/06/2022

Project: 23792

Created By: David Ondrias

Quote Name: Canopy Updated to Incr 96 in. piers to

Page 2 of 5

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73163¹⁹⁹

Date: 04/06/2022

Project: 23792

Created By: David Ondrias

Quote Name: Canopy Updated to Incr 96 in. piers to

Page 3 of 5

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Shipping of equipment from factory will be approximately as follows:

Shade Canopies without engineer sealed drawings - lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Sails - the lead time for the shade columns to ship is 8-12 weeks from when the order is placed with the manufacturer, then 2-3 weeks to install columns, and 6-8 weeks to manufacture sail fabrics, allow 2-4 weeks to install sails after shipping.

Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are included.

Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q79163²⁰⁰

Date: 04/06/2022

Project: 23792

Created By: David Ondrias

Quote Name: Canopy Updated to Incr 96 in. piers to



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q73163²⁰¹

Date: 04/06/2022

Project: 23792

Created By: David Ondrias

Quote Name: Canopy Updated to Incr 96 in. piers to

Page 5 of 5

General Terms and Conditions

Bill To:

Rockport Parks and Recreation

Ship To:

Rockport Parks and Recreation

Terms:

Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____

David Ondrias

Date April 6, 2022

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

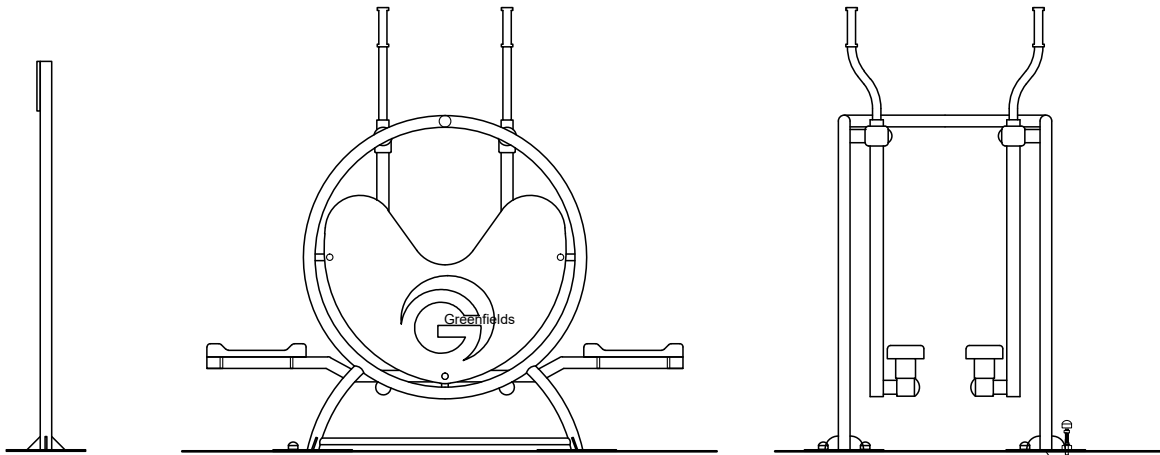
Thank You! We Appreciate Your Business!

Installation Instructions:

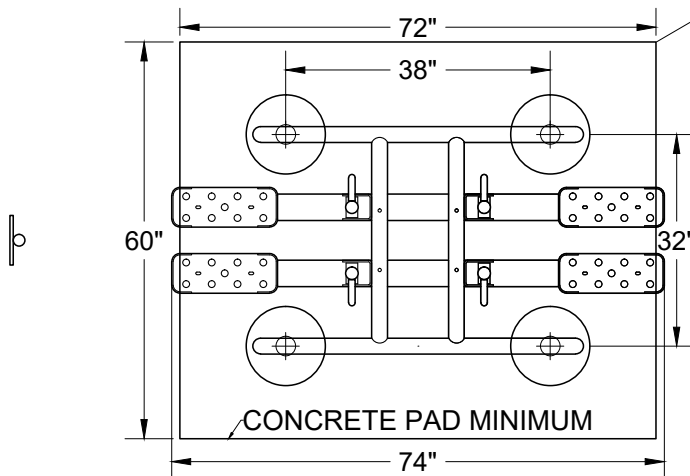
SGR2005-1-26

2-Person Cross Country Ski

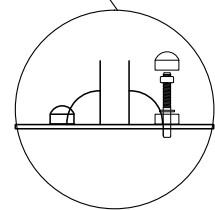
This unit ships in 2 separately wrapped components.



Area of Each Concrete Pad: 23 SQ FT



- When pouring a single pad for multiple units, **use concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

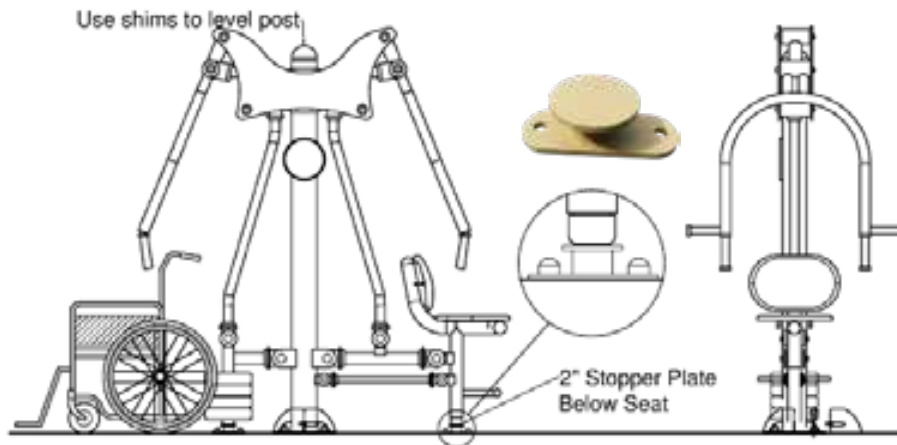
© 2020 Greenfields Outdoor Fitness, Inc.
LU20x5x20

Installation Instructions:

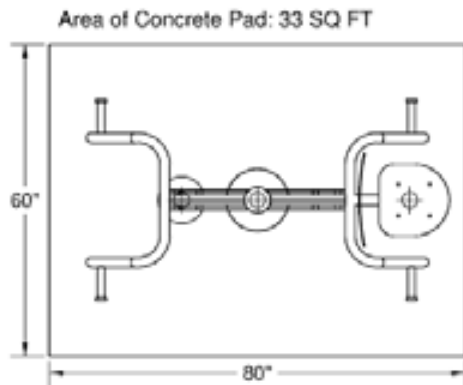
SGR2005-1-48A-W

2-Person Accessible Chest Press

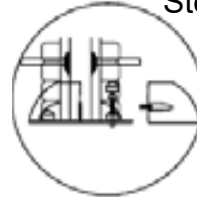
This unit ships in 1 separately wrapped component.



Stoppers and stopper plates.



- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"



Finished product



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

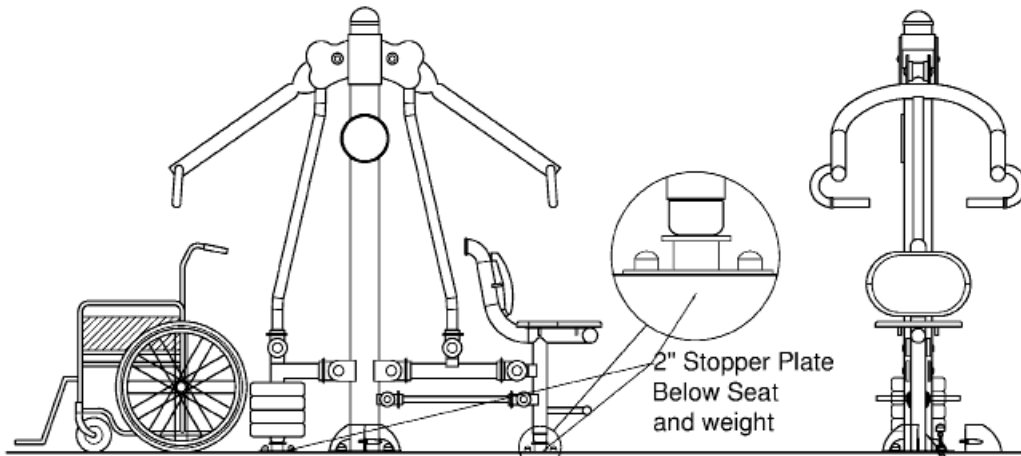
© 2020 Greenfields Outdoor Fitness, Inc.
LU20x5x20

Installation Instructions:

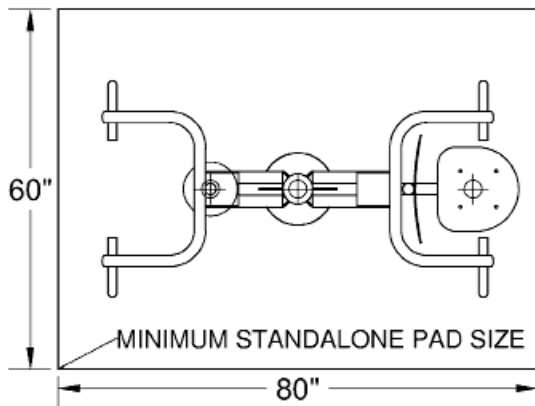
SGR2005-1-47-W

2-Person Accessible Vertical Press

This unit ships in 1 separately wrapped component.



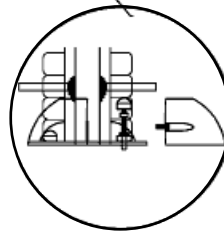
Area of Concrete Pad: 33 SQ FT



- When pouring a single pad for multiple units, use **concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**



Stoppers and stopper plates.



Finished product



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

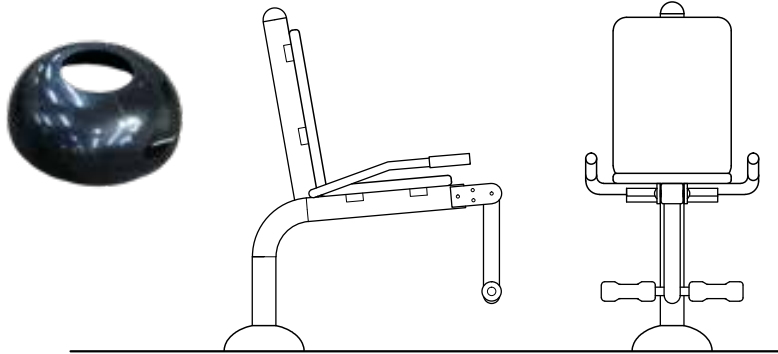
© 2020 Greenfields Outdoor Fitness, Inc.
LU20x5x20

Installation Instructions:

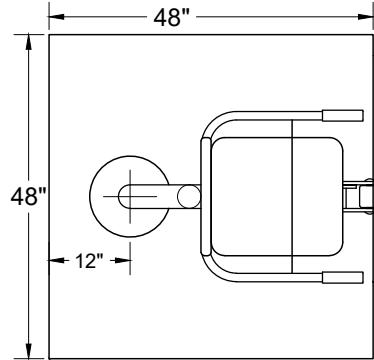
SGR2005-1-98

Leg Extension

This unit ships in 1 separately wrapped component.



Area of Concrete Pad: 16 SQ FT



- When pouring a single pad for multiple units, **use concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**

MINIMUM STANDALONE PAD SIZE



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

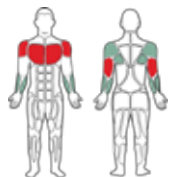
© 2020 Greenfields Outdoor Fitness, Inc.
LU20x5x20



TWO-PERSON ACCESSIBLE VERTICAL PRESS

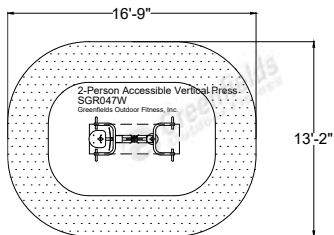
SGR047W

U.S. Patent 9,079,069 B1



Target muscles
Secondary muscles

Strengthens shoulder and arm muscles



VIEW THE
VIDEO



greenfieldsfitness.com/accessible-vertical-press-video.html

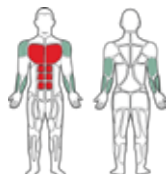




TWO-PERSON ACCESSIBLE CHEST PRESS

SGR048AW

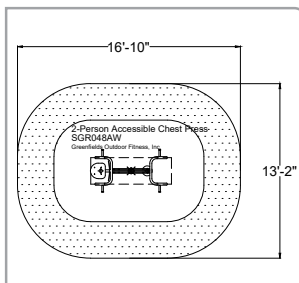
U.S. Patent 9,079,069 B1



Target muscles

Secondary muscles

Strengthens
chest, shoulders,
upper and mid
abs, forearms and
triceps



VIEW THE
VIDEO

greenfieldsfitness.com/accessible-chest-press-video.html

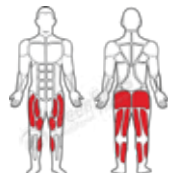


LEG EXTENSION

208
SGR098

Equipped with

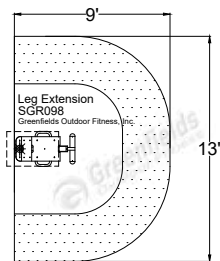
SafeStop



Target muscles

Secondary muscles

Strengthens glutes,
quadriceps and
calves



The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free

VIEW THE VIDEO

greenfieldsfitness.com/seated-leg-extension-video.html

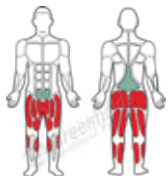


TWO-PERSON CROSS COUNTRY SKI

209
SGR026

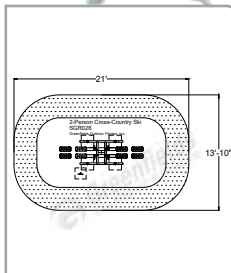
Equipped with

SafeStop



Target muscles
Secondary muscles

- Strengthens leg muscles
- Improves cardiovascular endurance
- Helps recover some lost agility
- Great social activity



The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free



VIEW THE VIDEO
greenfieldsfitness.com/two-person-cross-country-ski-video.html



CITY COUNCIL AGENDA

Regular Meeting: Tuesday, April 26, 2022

AGENDA ITEM: 17

Deliberate and act on approval to purchase Equipment and Implementation Services for the Back-up Communications Center from Motorola (DIR Contract DIR-TSO-4101) and Intrado 911 Life and Safety Solutions (HGAC Contract EC07-20), authorizing the Interim City Manager to negotiate and execute all necessary documents.

SUBMITTED BY: Communications Center Director Lee Brown

APPROVED FOR AGENDA: RNM

BACKGROUND: Public Safety Communications is located at 714 E. Concho St., Rockport, TX. The desired location of a backup Communications Center is at the Rockport Service Center located at 2751 Hwy 35 Bypass, Rockport, TX. This location is approximately three and a half miles west of the primary PSAP. In the event of an evacuation, employees will be called in to assist. Most employees live within a 10-to-15-mile radius of the backup center and could be at the Center within a time frame of five to fifteen minutes. Employees that are working at the Primary PSAP would be relocated to the backup PSAP to continue operations.

Public Safety dispatches the following agencies:

- Rockport Police Department
- Aransas County Sheriff's Office
- Fulton Police Department
- Aransas County ISD Police Department
- Texas Department of Public Safety
- Texas Parks & Wildlife
- Allegiance Mobile Health
- Rockport Volunteer Fire Department
- Fulton Volunteer Fire Department
- Lamar Volunteer Fire Department
- Aransas County Animal Control
- Aransas County Constables

At the Communications Center, there are currently four consoles and two non-emergency consoles. Of those six consoles, three are operational during daytime hours, peak hours, holiday periods with two other traffic overflow workstations available during extra busy periods or major long-lasting events.

Comms. operates on both a digital P25 VHF Motorola radio system and a Harris 800 MHz Trunked system. The VHF and 800 MHz systems can be patched together to provide seamless communication to help improve interoperability during multi-agency events. Our Law Enforcement agencies work on either of the two systems described above and our EMS and Fire Services operate on conventional VHF radio systems.

The Enhanced 911 system is Intrado and maintained by the Coastal Bend Council of Governments. The recording system is Eventide, provided by Vista Com. In the event the 911 system fails, emergency calls can be forwarded to the administrative telephone lines.

The current administrative telephone system is a VOIP system by Polycom supported by the Aransas County IT Department. The City Service Center operates on the same system; therefore, phone service would be operational and we would simply unplug and take the admin phones to the backup location.

Both locations, the Public Safety Center and the City Service Center maintain generators for use during power failures.

Projecting an overall cost is almost impossible until the actual work is planned and completed. However, an average estimate is about \$861,000. This quoted amount is provided by Aransas County IT Director Collin Jackson and TXDPS Communications Specialist Art Requenez. The following networks, not limited to, would be involved in the production of a Communications Center:

4 - 9-1-1 A9C Workstations	\$ 68,440
Radio Equipment/Console Furniture	\$366,032
Network Equipment	\$100,000
Recording Equipment	\$ 68,611
Hardware, Software Configs & Licensing	\$ 80,000
TLETS & DPS Audit Preparation	\$ 50,000
Security System/Door and Cameras	\$ 20,000
4 - Telephones	\$ 3,000
Electrical Grounding	\$100,000
2 - 800 MHz Radios - InterOP w/ RPD	\$ 5,000
Estimated cost	\$861,083

FISCAL ANALYSIS: 2022 Tax Note

RECOMMENDATION: Staff recommends Council approve the purchase Equipment and Implementation Services for the Back-up Communications Center from Motorola (DIR Contract DIR-TSO-4101) and Intrado 911 Life and Safety Solutions (HGAC Contract EC07-20), authorizing the Interim City Manager to negotiate and execute all necessary documents