CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, July 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/p94yNznHR6c

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. Pledge of Allegiance.

3. Presentation: Diane Probst Proclamation.

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

Consent Agenda

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

5. Deliberate and act on approval of Budget Workshop Minutes and Regular Meeting Minutes of July 12, 2022.

6. Deliberate and act on adoption of a Resolution amending Resolution No. 2016-14, the Certification & Education Pay policy, list and pay table.

7. Deliberate and act on approval of an Addendum to the Fuel Card Services Agreement between WEX Bank and Sourcewell providing for the City of Rockport to act as a Participating Entity in the WEX Sourcewell Government Card Program, a government fuel card program.

Public Hearings

8. Call to Order – Rockport Planning & Zoning Commission.

9. Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a Conditional Use Permit to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas Councy, Texas; currently zoned R-1 (1st Single Family Dwelling District).

10. Conduct a Joint Public Hearing with the Planning & Zoning Commissionto consider a request for a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.00 acres, Rockpoort, AransasCounty, Texas; currently zoned R-1 (1st Single Family Dwelling District).

11. Adjourn – Rockport Planning & Zoning Commission.

Regular Agenda

12. Hear, deliberate and act on requests for Fiscal Year 2022-2023 grant funds from the Hotel Occupancy Tax Fund Account from the following entities:
    a. Aransas County Council on Aging - Bountiful Bowl Pottery Fair/Rockport Clay Expo
    b. Artisan and Crafters Market – Rockport Fulton Market Days
    c. University of Texas Marine Schience Institute – Bay Education Center
    d. Rockport-Fulton Chamber of Commerce
        i. Marketing
        ii. HummerBird Celebration
        iii. Seafair
    e. Friends of the Fulton Mansion - Fulton Mansion State Historic Site
    f. Pan American Civic Association - Labor Day Music Fest
    g. Rockport Yacht Club - Nautical Flea Market
    h. Rockport Center for the Arts
    i. Rockport Cultural Arts District
    j. RockportFulton.com
    k. Texas Maritime Museum
    l. City of Rockport – Downtown Information Center & Restrooms
    m. City of Rockport
        i. Tropical Christmas
        ii. Kite Festival
        iii. Whooping Crane Strut
        iv. Event Support

13. Deliberate and act on appointment of Council representative on the Aransas County Alliance Local Government Corporation Board of Directors.

14. Deliberate and act to approve a modified organization chart and position changes for the Public Works and Building and Development Departments.

15. 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:

16. Section 551.071 Consultations with Attorney seeking the advice of attorney about pending or contemplated litigation or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: 1) Burnside Services, Inc., and 2) 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.

17. 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, July 22, 2022, at 10:30 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, July 26, 2022

AGENDA ITEM: 3

Presentation: Diane Probst Proclamation

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: A joint Proclamation from the Town of Fulton, Aransas County and the City of Rockport was presented to Diane Probst at the annual Chamber Banquet. The Proclamation proclaimed June 14, 2022, as DIANE PROBST DAY in the Town of Fulton, Aransas County and the City of Rockport. The City Council of Rockport was unable to attend the annual Banquet and thus they would like to acknowledge Ms. Probst contributions to Aransas County by presenting her the Proclamation at the Council Meeting.

FISCAL ANALYSIS: N/A

RECOMMENDATION: N/A

PROCLAMATION

WHEREAS, Diane Probst graduated from Bryan High School in 1978 where she shined as a twirler; and graduated from Texas A&M University with a Bachelor of Business Administration in Marketing in 1982; and

WHEREAS, Diane Probst met her husband Mike, who worked for *Brenham Banner-Press,* in the food court of Post Oak Mall in Bryan where she worked for Dillard's, and Diane Probst was hired in 1982 to work in advertising sales at the *Brenham Banner-Press*, and she and Mike were married on December 2, 1984, and have two daughters, Alyssa and Ashlee; and

WHEREAS, Diane Probst worked at *The Rockport Pilot* and First National Bank from 1984-1990; and

WHEREAS, Diane Probst was one of more than 50 applicants for the vacant Executive Director position at the Rockport-Fulton Chamber of Commerce in 1990, and was hired in September; and

WHEREAS, Diane Probst served as President of the Coastal Bend Regional Tourism Council; graduated from the U.S. Chamber of Commerce Institute for Chamber Management at Southern Methodist University in 1996; elected to the Texas Chamber of Commerce Executives board of directors, and named a "Woman to Watch" by the Business Professional Women organization in 1999; and

WHEREAS, the Rockport Fulton Chamber of Commerce earned accreditation for the first time in 2000 and took over Seafair, and Diane Probst was named Texas Chamber of Commerce Executives "Distinguished Chamber Executive" in 2004; and

WHEREAS, In 2005, Aransas County, City of Rockport, and Town of Fulton proclaimed "Diane Probst Day" in recognition of her 15 years of service to the community; and

WHEREAS, Diane Probst served as Class Advisor for the U.S. Chamber of Commerce Institute for Chamber Management in Los Angeles in 2006, and served as President of Texas Chamber of Commerce Executives in 2007; in 2010 she earned her Certified Chamber Executive designation, the highest available in the chamber industry, and in 2012 she received the Texas Chamber of Commerce Executives Marvin Hurley Award, that organization's highest honor; and

WHEREAS, In 2010, the Rockport Fulton Chamber of Commerce attained 5-Star Accreditation for the first time, and has maintained that superior level of performance to this day; and

WHEREAS, In 2014, Diane Probst published Chamberology, her first book, and in 2019 published When the Storm Comes, her second book; and

WHEREAS, through promotion, leadership, advocacy, networking and economic growth, Diane Probst has taken the Rockport Fulton Chamber of Commerce to new heights while leading a nationally accredited organization for more than 20 years; and

WHEREAS, Diane Probst has taught Sunday School, led Growing Kids God's Way classes at her church with Mike, gave many volunteer hours at Sacred Heart Catholic School and the Aransas County Independent School District, has served on numerous board of directors at the local, regional and state level and above all, Diane Probst is a loving wife, mother, and Nani to six beautiful grandchildren.

WHEREAS, Diane Probst gives selflessly in everything she does and God threw away the mold when he made Diane Probst.

NOW, THEREFORE, we Tim Jayroe, Mayor of the City of Rockport, C.H. "Burt" Mills, Jr., Aransas County Judge and Kelli Cole, Mayor of the Town of Fulton do hereby proclaim June 14, 2022, as

DIANE PROBST DAY

in Rockport, Aransas County, and the Town of Fulton, and call upon all the citizens to recognize her service and contributions to the community.

IN WITNESS WHEREOF, we do hereby affix our signatures and seals this 14th day of June 2022.

Tim Jayroe, Mayor
City of Rockport

C.H. "Burt" Mills, Jr.
Aransas County Judge

Kelli Cole, Mayor
Town of Fulton

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

AGENDA ITEM: 5

Deliberate and act on approval of Budget Workshop & Regular Meeting Minutes of July 12, 2022.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: RNM

BACKGROUND: Please see the accompanying City Council workshop & meeting minutes.

FISCAL ANALYSIS: N/A

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

CITY OF ROCKPORT

MINUTES

CITY COUNCIL BUDGET WORKSHOP
1:00 p.m., Tuesday, July 12, 2022
Rockport Service Center, 2751 State Highway 35 Bypass

On the 12th day of July 2022, the City Council of the City of Rockport, Aransas County, Texas, convened in a Budget Workshop at 1:00 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 Tim Jayroe – *Via ZOOM*
Mayor Pro-Tem Andrea Hattman, Ward 4
Council Member Danielle Hale, Ward 2
Council Member Katy Jackson, Ward 1
Council Member Brad Brundrett, Ward 3

CITY COUNCIL MEMBER(S) ABSENT

STAFF MEMBERS PRESENT
Interim City Manager Richard Morton
Assistant to City Manager Kimberly Henry – *Via ZOOM*
City Secretary Teresa Valdez
Director of Finance Katie Griffin
Parks & Leisure Services Director Rick Martinez
Director of Public Works and Building & Development Services Mike Donoho
Information Technology Director Bob Argetsinger
Communications Director Lee Brown
Police Criminal Investigation Division Captain Nathan Anderson
Police Patrol Captain Nathan Garcia
Accountant Lorenzo Lara
Accountant Olympia Granados
Accounting Manager Judi Yarnall
Accounting Technician Morgan Vasquez
Police Administrative Coordinator Nikki Yarnall

ELECTED OFFICIALS PRESENT

Opening Agenda

1. Call meeting to order.

With a quorum of the Council Members present, the Budget Workshop of the Rockport City Council was called to order by Mayor Pro-Tem Hattman at 1:00 p.m. on Tuesday, July 12, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

Workshop Agenda

2. Hear and deliberate on presentation of proposed Fiscal Year 2022-2023 Budget.

Interim City Manager Richard Morton began the presentation of the proposed Fiscal Year 2022-2023 Budget by saying this Budget is the Council's budget. Mr. Morton said the City has not yet received the final numbers from the Aransas County Appraisal District and if numbers come in better then the budget numbers can be adjusted. Mr. Morton stated there will be additional budget workshops on August 2nd and August 3rd, if necessary. Mr. Morton added this workshop was not being livestreamed, it was a workshop for the Council. Mr. Morton called the Council's attention to the "Discussion Guide" (below) he had distributed to Council and said this would be the guide for the budget workshop.

Discussion Guide

1. Current Fiscal Year status
    a. Fund Balances
2. Proposed Budget
    a. General Fund
        i. Major Revenue Sources
            1. Property Tax
            2. Sales Tax
            3. Other
        ii. Expenses
            1. Personnel – 5% COLA
            2. Increased Costs
            3. Outside Request – EDC from $12,000 to $25,950
            4. Cuts
    b. Water/Wastewater
        i. Expenses
            1. Personnel 5% COLA
            2. Increased Costs Including cost of Water
        ii. Revenue – Rate Increase
            1. Water 3%
            2. Wastewater 3%
    c. Natural Gas
        i. Rate Increase of 12.5%
    d. Aquatic Center
    e. Fleet
    f. Communications Center
    g. Supplemental Requests
    h. Capital Improvement Plan
    i. Other Concerns?

Mr. Morton called the Council's attention to the handout "Projected Fund Balance Summary" (below). Mr. Morton explained at the end of this Fiscal Year the City will be short 62 days of

the 6-month goal for Fund Balance. Mr. Morton reviewed the other listed funds and the number of days either above or below policy goals.

Projected Fund Balance Summary - 9/30/22

Fund	Estimated Beginning Balance 10/1/2021	Estimated FY 2021-2022 Revenue	Estimated FY 2021-2022 Expenditures	Estimated FY22 Ending Fund Balance	Days of Working Fund Balance	Above/ (Below) Policy Goal
General	$ 4,411,681	$ 13,132,932	$ 13,250,538	$ 4,294,075	118	(62)
Debt Service	$ 1,043,742	$ 3,166,861	$ 3,253,587	$ 957,016	107	(73)
Utility	$ 5,989,116	$ 12,327,259	$ 11,932,763	$ 6,383,612	195	15
Natural Gas	$ (491,633)	$ 3,070,477	$ 3,067,785	$ (488,941)	-58	(238)
Aquatic Center	$ (266,226)	$ 472,688	$ 453,127	$ (246,665)	-199	(379)
HOT	$ 1,595,888	$ 1,120,000	$ 1,075,000	$ 1,640,888	557	192

Revised 07/11/22

Projected Fund Balance Summary - 9/30/23

Fund	Estimated Beginning Balance 10/1/2022	Estimated FY 2022-2023 Revenue	Estimated FY 2022-2023 Expenditures	Estimated FY23 Ending Fund Balance	Days of Working Fund Balance	Above/ (Below) Policy Goal
General	$ 4,294,075	$ 12,527,272	$ 12,527,272	$ 4,294,075	125	(55)
Debt Service	$ 957,016	$ 3,073,838	$ 3,568,838	$ 462,016	47	(133)
Utility	$ 6,383,612	$ 12,645,249	$ 12,645,249	$ 6,383,612	184	4
Natural Gas	$ (488,941)	$ 3,139,050	$ 3,139,041	$ (488,932)	-57	(237)
Aquatic Center	$ (246,665)	$ 443,979	$ 443,979	$ (246,665)	-203	(383)
HOT	$ 1,640,888	$ 1,355,000	$ 1,745,293	$ 1,250,595	262	(103)

Revised 07/11/22

Council Member Jackson asked when it would be appropriate time to discuss the 6-month (180 days) policy. Council Member Jackson expressed it was a good policy when Hurricane Harvey hit Rockport, but most cities do 90 days; we are doubling and is that necessary?

Director of Finance Katie Griffin answered a 180-day policy was not necessary, but if the City were to have another catastrophic event, we would be in reserves again. Ms. Griffin stated she would not recommend anything less than 120 days.

Council Member Brundrett asked if the Fund Balance was adjusted would that free up money for the General Fund.

Mr. Morton responded it would free up money for a one-time purchase.

Council Member Hale stated she believed it was important to have a 6-month fund balance because we are on the Texas coast and not like other cities.

Mayor Pro-Tem Hattman stated she agreed with Council Member Hale.

Ms. Griffin stated one of the reasons the City was able to increase its bond ratings was because we were able to increase our reserve.

Mr. Morton then called the Council's attention to the Preliminary Proposed Annual Budget and his cover letter (below) that had been emailed to Council on July 5, 2022. Mr. Morton reviewed his cover letter and stated he was proposing the "Unused Increment Tax Rate" of 0.378052.

To: Mayor and City Council

From: Richard Morton, Interim City Manager

Subject: Budget Workshop Information

Date: July 1, 2022

Rockport has survived and prospered after many devastating storms. This year's difficult budget, I believe, is the result of an almost perfect storm of circumstances which we will survive and prosper once we make it through. This year, the waters will be rough, but if handled correctly the following years will be much smoother.

The factors contributing to the perfect storm include loss of revenue and increased expenses. The city's reliance on an expiring Community Disaster Loan (CDL), extreme inflation brought on by COVID and other factors, and an aggressive conservative tax rate adopted in last year's budget are all contributing to extremely tight budget. Had these factors occurred individually in different years, they probably could have been overcome, but when they hit Rockport simultaneously, they are proving to be very impactful on the budget overall and especially hard hitting in the General Fund.

The city has relied on the CDL now for several years. In the current fiscal year budget, CDL accounts for $1.8 million in revenue. That money is no longer available and creates a large budget hole to fill.

Extreme inflation has hit the budget in multiple areas, with the biggest impact areas including fuel expense increases of at least 60%. This year we have also seen increases in the cost of supplies and materials with at least an 8% inflation rate. The national economy has impacted the Texas Municipal Retirement System (TMRS) and as a result our TMRS contributions for next year have risen by $50,000. Although a less expensive health insurance option was adopted for the employees, the increase in cost is still close to $50,000.

While last year's Council decision to adopt the No-New Revenue Rate and fully spend the CDL were the right decision at the time, they are contributing to lower revenue options this year.

In the General Fund, all these factors in combination are forcing me to propose a budget to you that includes a tax rate above even the De Minimis rate. While the overall tax rate will decline from $.392720 to $.378052 or by $.0147 cents, it is above the No-New Revenue Rate and the Voter-Approval Rate. Even at this rate, I found our selves in the hole by $402,457, forcing me to recommend cutting three previously approved but unfilled positions (Community Relations, HR Manager, and Street Maintenance Technician). These cuts saved $238,088 including salaries and benefits. I also cut the City Manager's budget by $100,000 from the contingency line item and we have identified another $110,000 of cuts in various line items throughout the general fund. These cuts leave us with a small surplus; however, I have not yet addressed a possible cost of living raise for the employees nor have I addressed any additional general fund requests from the departments.

A 3% COLA would cost the general fund an additional $164,997 while a 5% COLA would cost $274,996. To fund the to fund a 5% COLA I am recommending we increase the sales tax revenue line item from the $3,450,000 currently in the budget to $3,667,126, which would create a balanced budget in the General Fund of $12,527,272. Unless the Council desires to raise the tax rate above what I am suggesting and risk a possible roll back petition, we cannot fund a higher COLA nor any more of the of the recommended departmental request for the General Fund. If the Council desires to lower the rate below that which I am recommending or is uncomfortable with increasing the sales tax revenue, then we would have to make additional cuts and cut the employee COLA.

One other source of Revenue of note is a $250,000 FEMA Grant to reimburse the city for our administrative costs associated with the various FEMA grants. These funds were budgeted to be received in the current year; however, it now appears the money will not be received until next year. As it is a one-time source of funds, we should not utilize it for ongoing expenses; however, it could be held in reserve should sales tax receipts not meet expectations next year.

In the enterprise funds, expenses have risen as well, although revenues have remained relatively unchanged, which will require rate increases in these areas.

On the water/wastewater side, we are proposing a 3.2% growth in expenses from the current budget of $12,236,256 to the proposed budget of $12,645,249. We have been notified from San Pat that we will see cost of water increase of at least 10%. Overall, on the rate for water and wastewater charged to the customer, we are looking at a 3% increase. See attached rate study information.

In the Gas Fund, we are proposing a 15% increase from the current budget of $2,658,008 to $3,139,040 in the proposed budget. This will require a rate increase of 12.50%. See attached information from the rate study.

A little time should be spent on the Aquatic Center fund. As costs have risen over the years, our partners' participation has not grown correspondingly. Rather contributions from the County and Fulton since FY 19-20 (8.6% & 2.02%) to the proposed budget FY 22-23 (6.82% &1.59%), have decreased. Our partners contribute a mere $37,000 out of a $440,156 proposed budget, while we continue to operate under a multijurisdictional board. I would recommend disbanding the board and placing the responsibility under the parks board.

In the Municipal Court budget, the judge is asking for an additional $15,000 to fund a portion of another Juvenile Case Manager. The judge is also seeking funding from the County. I have not included this request in the funded category.

In the Fleet maintenance budget, $782,500 was requested for replacement generators. I have not funded this request; however, we are seeking grant funding for a portion of this request.

The Emergency Communications budget has been forwarded to both the County and the town of Fulton as required by the contract. We have included in the budget a 5% COLA for the dispatch employees.

The Equipment Replacement Fund Schedule and the Five-year Capital Improvement Program (CIP) as previously discussed will be sent out separately and I would recommend beginning a process to move toward a bond election in 2023 or 2024.

HOT Funds and their allocation will be considered at your July 26th meeting.

The various remaining funds include:

Fund 03 – Sanitation Fund
Fund 07 – Municipal Court Security & Technology Funds
Fund 09 – Utility Surcharge Fund

These funds do not have employees and are ether pass through or state prescribed funds.

Finally, these numbers may be subject to change as we have put the budget together based on preliminary values from the Appraisal District. The official certified appraised values will be sent to the city on July 25th. We don't anticipate the final taxable value to be worse than we have proposed, but it is possible they could improve slightly. If they do, we will make changes prior to the next budget workshop in August.

As you look over the budget and the information we have provided, please let Katie or me know of any questions that you may have or let us know if you require additional information.

Council Member Brundrett asked with the proposed tax rate of .378052 what would be the annual increase of tax on a $250,000 or $500,000 home.

Mr. Morton stated home appraisals are also going up, so the tax amount is not only increased because of the tax rate but also the increase in appraised value. Mr. Morton said with the City's current tax rate of .393720 a $250,000 home, without any exemptions, pays $981 a year to the City, and if the value of the home rose to $275,000 and the tax rate was .378052, without any exemptions, the tax would be $1,039 which would mean the tax amount would go up $59 for the year. Mr. Morton explained if the appraised value of the home does not increase the tax would go down.

Ms. Griffin stated the City should have the certified value from the Appraisal District on or before July 25, 2022, and right now the preliminary proposed budget is based on $1.83 billon of assessed valuation. Ms. Griffin said she hoped the valuations come in higher.

Mr. Morton stated sales tax continues to grow from year to year and some additional growth was built into this budget. Mr. Morton said he is usually very conservative but to make things work for this budget he thinks the estimated sales tax amount is a good gamble; the projected sales tax amount is $3,450,000 and he built $3,657,000 into this budget.

Council Member Brundrett asked what else would have to be cut from the budget to make up the difference between the No-New Revenue Tax Rate and the Unused Increment Tax Rate; that is about $400,000.

Mr. Morton responded to Council Member Brundrett that you would have to cut personnel. Mr. Morton stated he had gone back to Department Heads, and they stepped up and cut $122,000 from the budget. Mr. Morton expressed he had heard from Council the importance of retention and recruiting employees and he did build into the budget at 5% cost of living increase (COLA). Mr. Morton said a 3% COLA costs $174,000 and a 5% COLA costs $274,000.

Council Member Brundrett stated even if we cut the COLA we are only halfway there, and things have increased in price for everyone. Council Member Brundrett said the proposed tax rate is 1.4 cents lower than the current tax rate and includes the 5% COLA.

Council Member Jackson asked what the COLA is across the nation.

Ms. Griffin answered between 3%-10% in the nation and in Texas between 5%-10%.

Mr. Morton stated inflation is at 8%.

Council Member Hale asked if the 5% was being somewhat conservative compared to other neighboring cities.

Mr. Morton answered he had asked Ms. Griffin to use a 7% COLA in the budget but he could not get a balanced budget with that number.

Council Member Brundrett said the Council can always come back and amend the budget if the numbers are better.

Mr. Morton stated once a budget is adopted the Council can amend the budget up or down.

Mr. Morton said the City had received one other outside request from the Economic Development Corporation, which was traditionally funded, in the amount of $12,000, through the Aransas County Alliance Local Government Corporation. Mr. Morton stated they are requesting $25,950 and that is built into the preliminary proposed budget.

Council Member Jackson asked why they are asking for twice as much as they previously had requested.

Mr. Morton answered he would assume it is because they hired a new Executive Director but he has not seen their budget so he would ask. Mr. Morton said the newly hired Executive Director was present tonight and he may be able to answer this question.

Jeff Sjostrom, Executive Director of the Aransas County Partnership Economic Development Corporation, addressed the Council and stated he was excited to be in Rockport and said he knew some of the increase was for marketing and some other line items, but he did not know.

Council Member Jackson requested Mr. Sjostrom provide a detailed explanation/breakdown of why the increase from $12,000 to $25,000.

Mr. Morton continued with the presentation of the preliminary proposed budget. He said he did not fund the Human Resources Manager position, the Public Relations position, and a Street position that were approved last year but has not been filled.

Council Member Hale suggested the City look at putting someone on retainer for the Community Relations position that could be activated during a catastrophic event; it is a good thing to not have an employee doing that during such events and in emergency situations we can do better.

Council Member Hale also suggested staff look at an alternate source of funding for that such as insurance.

Ms. Griffin stated the City did utilize FEMA funding to pay for that during the hurricane.

Mr. Morton stated staff could certainly reach out and get pricing. Mr. Morton said for basic public relations he believed staff could handle it.

Council Member Jackson expressed public relations is Council's job.

Mayor Pro-Tem Hattman said this was a good discussion and we can always do better, but we are talking about money we don't have.

Council Member Brundrett asked if the level of services would remain the same without the positions not funded.

Mr. Morton answered he did not anticipate less provision of services; we are asking a lot of our employees. Mr. Morton said the Police Department was the only department that requested additional personnel and that was not funded in the proposed budget.

Discussion was held among Council and Captain Anderson regarding the opportunity to gain additional revenue through special events and grants.

Mr. Morton said Municipal Judge McGinnis is present and has requested an additional $15,000 for an additional Juvenile Case Manager that she will also be asking the Town of Fulton and Aransas County to fund.

Judge McGinnis said the school had 700 cases this year which is an increase of 300 cases from last year and the law states for every 100 cases you should have one juvenile case manager and that has limited her to who she could service with our program. Judge McGinnis said it is a shared position with only $5,000 from Fulton requested initially. Judge McGinnis added in 12 years the Court has never requested an increase.

Discussion was held among Council and Judge McGinnis.

Mr. Morton said he will build the $15,000 requested amount into the budget and if the other entities do not fund then it can be pulled from the budget.

Mr. Morton said other personnel requests not funded were the Assistant City Secretary position which was previously in the City Secretary budget and then unfunded and moved to the City Manager's budget as the Human Resources Manager.

City Secretary Teresa Valdez stated she has been in municipal government service for many years and she understood budget constraints. Ms. Valdez said the City Secretary Department will continue to perform their duties with some duties being left undone because of lack of personnel.

Council Member Hale asked if a part-time employee would help.
Mr. Morton responded that may be something the Council may want to consider when we get farther along in the budget process.

Mr. Morton said the Network Technician position also needed to be pushed out another year; the receptionist position is utility funded and is included in this budget and the Police Chief requested five additional patrol officers and one detective which were not funded.

Mr. Morton said we have people stepping up, like Kaycee Eddins doing Human Resources Manager job, Kimberly Henry doing the Public Relations job and Tommy Sauceda taking on the networking in the Information Technology Department. Mr. Morton informed Council we are paying them some additional money and he would like to make those raises permanent and he has built that into the proposed budget.

Council took a recess from 2:24 p.m. until 2:34 p.m.

Mr. Morton said Aransas County Independent School juvenile cases can be handles through Aransas County Justice of the Peace; the majority of them have been coming through the Municipal Court.

Council Member Hale expressed she is a fan of Aransas County doing their part of the administration of justice and the City will do our part.

Mr. Morton then called the Council's attention to the Water/Wastewater preliminary proposed budget. Mr. Morton stated expenses continue to increase and he also included the 5% COLA for employees in these departments. Mr. Morton said an 8% increase in the cost to the City from the San Patricio Municipal Water District was built into the proposed budget, and a 3% increase in rates is necessary as shown in the Utility Rate Study.

Discussion was held among Council, Mr. Morton and Ms. Griffin.

Mr. Morton said there is a 12.5% increase included in the budget for natural gas customers.

Mr. Morton said the Aquatic Center is its own fund and the City partners with Aransas County who contributes $30,000, and the Town of Fulton who is supposed to pay $7,000 out of the total cost of $440,000. Mr. Morton stated the County's contributions have been decreasing over the last years and the City can ask for more, or we can say we will run the Aquatic Center on our own. Mr. Morton added his recommendation would be to disband the Swimming Pool Operation Committee and ask the Parks and Leisure Services Advisory Board to do that.

Discussion was held among Council and Mr. Morton.

Rick Martinez, Director of Parks & Leisure Services stated there were originally four partners; the school pulled out and the City took on the cost of the Pool Manager, and the County contribution has continued to decline over the years. Mr. Martinez explained the City Parks and Leisure Services Department is doing all the maintenance, the hiring and training and pays for all the maintenance at the pool. Mr. Martinez said in his conversations with the County it does not

look like they want to support an increase in their funding amount. Mr. Martinez expressed the best option is to take it head-on and have the Parks and Leisure Services Advisory Board help us manage and direct any future rate increases.

Mr. Morton said a decision did not need to be made today but it needed to be discussed on the best way to continue to operate the pool.

Mr. Morton called the Council's attention to the Fleet Maintenance Fund proposed budget. Mr. Morton said there really was not much there, except for the plan for replacement which was funded by Tax Notes to catch-up and from this point on it will be self-sufficient.

Mr. Morton moved on to review the Communications Center Fund proposed budget and said he also built a 5% COLA increase into that budget.

Discussion was held among Council Member Hale, Mr. Morton, Director of Communications Lee Brown and Ms. Griffin regarding the overtime line item in the proposed budget.

Mr. Morton said the Dispatching Agreement with Aransas County is being reviewed and changes are being made to reflect true percentages of calls for service.

Mr. Morton stated the Allegiance contract also has to be renewed and the City has put the County on notice that City residents have been subsidizing County residents to the tune of $300,000 to $400,000. Mr. Morton said we have met with the County and Jennifer O'Steen, Assistant County Attorney; the County has been paying a lower percentage than they should be paying.

Mr. Morton then called the Council's attention to the list of Supplemental Requests. Mr. Morton said he wanted the Council to see what the departments had requested. Mr. Morton stated the full-time janitorial services position was funded in the proposed budget.

Council Member Hale asked if contracting the janitorial services position had been considered.

Public Works Director Mike Donoho stated the City had contracted janitorial services in previous years and then started using employees and paying them overtime. Mr. Donoho said the problem with contracted services is that most of those come out of Corpus Christi and the cost is higher than what we can afford. Mr. Donoho expressed he thought the City would be better served with a full-time janitor, especially when the new City Hall is completed.

Council Member Hale expressed it may be time to take another look at contracting it; you never have to worry about an employee calling in sick and other things like that.

Mr. Morton said staff would look at it.

Mr. Morton reviewed the remaining items on the supplemental requests list.

Discussion was held among Council and Mr. Morton regarding the items on the supplemental requests list.

Mr. Morton called the Council's attention to the handout "Capital Improvement Program FY 22-23 through FY 31-32. Mr. Morton reviewed the Capital Improvement Program (CIP).

Council Member Brundrett said there are parts of the City that were annexed some time ago and he did not see any projects in the CIP for getting wastewater services to those areas.

Mr. Donoho said extension of water and wastewater services is a shared cost and is usually paid for by developers. Mr. Donoho stated the City has gone to citizens and asked them if they would be willing to pay a 50/50 split and the answer is usually no.

Council Member Brundrett said if the City is going out for future debt, he would like to see the cost for providing those services.

Council Member Hale said the City needs to be providing lines and use bonds to get the cost down.

Mr. Morton said as an area develops, a developer puts in the water/wastewater and passes those costs along to purchasers, but the rest of the citizens don't pay for that.

Council Member Hale responded the City is building a bridge that only serves part of the City.

Mr. Morton continued the review of the Capital Improvement Program: Streets and Drainage, and Fleet.

Brief discussion was held among Council and Mr. Morton regarding the Streets and Drainage and Fleet Capital Improvement Program.

Council took a recess from 3:44 p.m. to 3:52 p.m.

Mr. Morton reviewed the Capital Improvement Program: Police Department and the Information Technology Department.

Discussion was held among Council, Mr. Morton, Captain Anderson and Police Administrative Coordinator Nikki Yarnall regarding the Capital Improvement Program for the Police Department.

Discussion was held among Council, Mr. Morton, and Information Technology Director Bob Argetsinger regarding the Information Technology Capital Improvement Program.

Mr. Morton reviewed the Capital Improvement Program for the Parks, Aquatics and Bent Oaks property.

Discussion was held among Council, Mr. Morton and Parks & Leisure Services Director Rick Martinez regarding the Capital Improvement Program.

It was the consensus of Council to remove the $8 million for the Sports Complex from the Capital Improvement Program and staff to work on providing Council cost to open up that area as more of a green space development.

Mr. Morton asked if Council had any other questions or concerns regarding the preliminary proposed budget.

Council Member Hale asked if Mr. Morton could provide a definition for "Unused Increment Tax Rate". Council Member Hale also requested a head count by department and a list showing who is responsible for each department.

Council Member Jackson said she thought the City was going to purchase a street sweeper.

Mr. Donoho stated the City has a street sweeper, but it is a hit and miss and the last three years we have been contracting that service because it is more cost effective.

Mr. Morton said the City's Fire Marshall position was covered by a Police Commander, but that person has retired. Mr. Morton said he has suggested staff contact other cities to see if we can contract with a Fire Marshall for services.

Council Member Hale said her only recommendation is that we consider proper advertisement; we continue to hire and use the same people and she thinks we are swapping one problem for another.

Council Member Jackson asked about the cost for updating the Charter.

Mr. Morton said updating the Code of Ordinances had been discussed and that is going to happen this year, but he will have to look into updating the Charter.

Mayor Pro-Tem Hattman thanked all the department heads and especially Director of Finance Katie Griffin for putting the budget together.

Ms. Griffin said all the departments put in a lot of work putting their budgets together. Ms. Griffin said staff is currently working on the rate structure for utilities and building and development fees and hopefully we can have that for Council consideration at the August 2nd budget workshop.

3. Adjournment.

At 4:35 p.m., Council Member Brundrett moved to adjourn. Motion was seconded by Council Member Jackson Motion carried unanimously.

APPROVED:

_____

Tim Jayroe, Mayor

ATTEST:

_____

Teresa Valdez, City Secretary

CITY OF ROCKPORT

MINUTES

CITY COUNCIL REGULAR MEETING
6:30 p.m., Tuesday, July 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 July 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 Tim Jayroe – *Via ZOOM*
Mayor Pro-Tem Andrea Hattman, Ward 4
Council Member Danielle Hale, Ward 2
Council Member Katy Jackson, Ward 1
Council Member Brad Brundrett, Ward 3

CITY COUNCIL MEMBER(S) ABSENT

STAFF MEMBERS PRESENT
Interim City Manager Richard Morton
Assistant to City Manager Kimberly Henry – *Via ZOOM*
City Secretary Teresa Valdez
City Attorney Allison Bastian-Rodriguez – *Via ZOOM*
Director of Finance Katie Griffin
Parks & Leisure Services Director Rick Martinez
Director of Public Works and Building & Development Services Mike Donoho
Community Planner and Assistant Director of Building & Development Services Carey Dietrich
Information Technology Director Bob Argetsinger
Parks Maintenance Superintendent George Bennett
Communications Director Lee Brown

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 Pro-Tem Hattman at 6:32 p.m. on Tuesday, July 12, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

2. Pledge of Allegiance.

Mayor Pro-Tem Hattman led the Pledge of Allegiance to the U.S. flag.

3. Citizens to be heard.

At this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the speaker's card located on the table in the back of the Training Room of the Service Center and delivered to the City Secretary before the meeting begins, or written comments received by 4:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read 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.

There were no citizen comments.

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 June 28, 2022

5. Deliberate and act on 3rd quarter report from the Rockport-Fulton Chamber of Commerce for Fiscal Year 2021-2022 marketing expenditures.

6. Deliberate and act on 3rd quarter Report from Rockport Center for the Arts for Fiscal Year 2021-2022 marketing expenditures.

7. Deliberate and act on approval of Interlocal Contract between City of Rockport and Town of Fulton for Assistance in Law Enforcement.

8. Deliberate and act on approval for Wastewater Department to purchase 304 John Deere Loader with funds from the 2022 Tax Note.

9. Deliberate and act to confirm Mayoral appointments of City Council liaisons to various boards, committees, and commissions.

10. Deliberate and act to approve Multi-Jurisdictional Interlocal Cooperation Agreement for the application and distribution of disaster-related grant funding.

11. Deliberate and act to approve the placement of a directional sign for the Fulton Mansion to be placed on Maple Street and Broadway Street.

12. Deliberate and act on Resolution authorizing the City Manager to prepare, post, and publish for sale the previous location for City Hall being Lot E/2, Block 2, Doughty and Mathis Outlots Outlot 3, also known as 622 E. Market Street.

Mayor Pro-Tem Hattman called for requests to remove any item from the Consent Agenda for separate discussion.

Council Member Brundrett requested Consent Agenda Item 9 be pulled for separate discussion.

MOTION: Council Member Hale moved to approve the Consent Agenda Items minus Item 9, as presented. Council Member Jackson seconded the motion. Motion carried unanimously.

Item 9.

Council Member Brundrett said he wanted to make sure everybody was okay with the appointments and workload.

Mayor Jayroe said he tried to distribute the appointments as evenly as possible.

MOTION: Council Member Jackson moved to approve Consent Agenda Item 9. Council Member Brundrett seconded the motion. Motion carried unanimously.

Regular Agenda

13. **Deliberate and act on second & final reading of an Ordinance amending Chapter 50 Division 4 "Flood Hazard Reduction" of the Code of Ordinances, City of Rockport, Texas, in order to be compliant with Community Rating System requirements; repealing all ordinances to the extent they are in conflict; providing for severability; and providing an effective date.**

Community Planner Carey Dietrich said there had been no changes in form on content since Council approved the first reading of the Ordinance on June 28, 2022.

MOTION: Council Member Jackson moved to approve the second & final reading of an Ordinance amending Chapter 50 Division 4 "Flood Hazard Reduction" of the Code of Ordinances, City of Rockport, Texas, in order to be compliant with Community Rating System requirements; repealing all ordinances to the extent they are in conflict; providing for severability; and providing an effective date. Council Member Brundrett seconded the motion. Motion carried unanimously.

14. **Hear and deliberate on proposed amendment to Chapter 106 of the City of Rockport Code of Ordinances, to update the current Tree and Landscape Ordinance.**

Community Planner Carey Dietrich stated there have been many revisions to the proposed amendment.

Mayor Pro-Tem Hattman asked why there was not a provision in the proposed amendment that would allow funds to be used to purchase property for greenspace.

Council Member Brundrett said he thought we already had that in the City's development standards.

Public Works Director Mike Donoho stated Mr. Brundrett was correct that the City does have in the development standards that when a property is developed, they can designate a greenspace area.

Interim City Manager Richard Morton asked City Attorney Bastian-Rodriguez if language can be added that would allow the City to spend funds for green space maintenance or purchase.

City Attorney Bastian-Rodriguez said she was not sure but she would research it and follow-up with staff.

Ms. Dietrich said if the City Attorney tells staff this is allowable, she will add the language to the proposed amendment.

15. Deliberate and act to re-appoint and appoint members to various City of Rockport boards, committees, and commissions.

Mayor Jayroe said he did try to spread out appointments throughout all wards.

City Secretary Teresa Valdez stated under the listing for the Zoning Board of Adjustment and Building & Standards Commission Matthew Grimes is shown in red type as a re-appointment and it should be shown in blue type as a new appointment.

Ms. Valdez read the list of re-appointments and appointments for each of the boards, committees and commissions.

MOTION: Council Member Brundrett moved to re-appoint and appoint members to the various City of Rockport boards, committees, and commissions as follows:

Parks and Leisure Services Advisory Board
Appoint: Marie Fee and Lindsee Merrell
Re-appoint: Karen Rester

Planning and Zoning Commission
Appoint: Patricia A. Impens
Re-appoint: Ric Young and Ruth Davis

Tree and Landscape Committee
Re-appoint: Warren Hassinger, Linda Frank and Karen Rester

Zoning Board of Adjustment and
Building and Standards Commission
Appoint: Richard W. Smith (moved from Alternate to Place 4)
Brandi Picton (Alternate), and Matthew Grimes (Alternate)
Re-appoint: Pamela Dixon Frost and Jeanetta Davis

Council Member Jackson seconded the motion. Motion carried unanimously.

16. 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.

Council Member Jackson stated July 4th was a success and the Art Festival made a lot more at the gate this year. Council Member Jackson thanked everyone for supporting the Second Saturday in downtown.

Council Member Hale thanked Director of Finance Katie Griffin and City staff for the hard work and information provided in the Budget Workshop this afternoon.

Council Member Brundrett said there had been another successful July 4th in Rockport and the Police Department did not have any big issues. Council Member Brundrett said the Art Festival and the live auction was great and well attended. Council Member Brundrett thanked staff for working on the budget and the Workshop this afternoon was painless. Council Member Brundrett thanked Aransas County and the Public Works Department for the road base materials that have been placed in various locations.

Mayor Pro-Tem Hattman thanked staff for the budget presentation this afternoon. Mayor Pro-Tem Hattman thanked the Police Department for their hard work during the 4th of July.

Mayor Jayroe also thanked the Police Department for their hard work during the 4th of July. Mayor Jayroe said he has never heard so many nice things in the 30 years he served as a police officer. Mayor Jayroe said the City is working on the Rockport Country Club drainage plans.

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:

17. 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: 1) Burnside Services, Inc., and 2) Concho Street Drainage Project.

At 6:57 p.m., Mayor Pro-Tem Hattman convened the Rockport City Council into an executive session pursuant to Government Code 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: 1) Burnside Services, Inc., and 2) Concho Street Drainage Project.

Interim City Manager Richard Morton said there was not a need for an Executive Session.

Open Session

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

At 6:57 p.m., Mayor Pro-Tem Hattman reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code.

18. Adjournment.

At 6:57 p.m., Council Member Brundrett moved to adjourn. Motion was seconded by Council Member Jackson. Motion carried unanimously.

APPROVED:

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: July 26, 2022

AGENDA ITEM: 6

Deliberate and act on a Resolution amending Resolution No. 2016-14, the Certification & Education Pay policy, list and pay table.

SUBMITTED BY: Kaycee Eddins, Acting HR Manager

APPROVED FOR AGENDA: RNM

BACKGROUND: As shown in the accompanying draft resolution, the proposed changes to the certification pay schedule are in the City Manager Department, Police Department, City Secretary Department, Information Technology Department, and Building and Development Department. This amendment will also create a list of certification pays for the Human Resources Department, Code Enforcement, and Finance Department which currently either do not have approved certification pays or were previously listed under a different department. The Code Enforcement department has moved out from under Building and Development and is now under the auspices of the Police Department. It is, also hoped that this new arrangement will provide for the future when the Human Resources Department separates from the City Secretary Department, as well as increased staff under the City Manager's department.

Along, with the amendment of the above certification pay schedules, the policy for certification pay will also be amended the to include the following: all employees will be subject to a certification pay cap of $450 per month per employee, and an education pay cap of $450 per employee per month for a total cap of $900 per month. Providing a flexibility clause that if an employee chooses not to pursue a degree, that they may take advantage of the total cap of $900 towards certification pay, as there is currently not a limit to the amount of certification pay one employee can receive. At this point, there are some departments, and positions that could earn an high amount of certification/education pay if all the amendments are approved, therefore, staff thought it important to establish a cap. The amendment would grandfather in those already receiving amounts above the cap as of the approval date, but they would be frozen at that amount and unable to add any further certification/education pays without removing another. If those individuals were ever to drop below the cap, or be re-hired following a separation, they would then be subject to the cap the same as all other employees.

If approved, these changes would not be effective until October 1, 2022, with the new 2022-2023 budget.

Please see the below list of certification/education pays and corresponding changes.

***Note: All certifications/education pays being added are highlighted in yellow. Any certification/education pay being changed or amended are struck through and then the correction written in red.
Example: New Certification ~~Old certification~~ Correction

List of Approved Certifications	Approved Pay Per Month
-	-
EDUCATION COMPENSATION	
Associate Degree	$250.00
Bachelor's Degree	$350.00
Master's Degree	$450.00
CITY MANAGER'S DEPARTMENT	
Certified Public Manager	$300.00
Administrative Assistant Certification	$100.00
POLICE DEPARTMENT CERTIFICATION/LICENSES	
State Certified Fire Marshall	~~100.00~~ $150.00
FBI National Academy Certificate	$150.00
Administrative Assistant Certification	$100.00
Intermediate Police Certificate	$100.00
Advanced Police Certificate	$200.00
Master Police Certificate	$300.00
School of Police Supervision	$100.00
Law Enforcement Management Institute of Texas (LEMIT)	$125.00
Field Training Officer (FTO) (only 6 at time: 1 Supv, 5 Officers)	$50.00
Breath Test Operator	$30.00
Physical Fitness (Top tier DPS standards)	$50.00
Critical Incident Stress Management (CISM) Certificate	$30.00
Advanced Marine Safety Officer	$50.00
Certified Records Analyst	$100.00
Certified Records Manager	$150.00
****** Field Training Officer (FTO) is NOT a certification pay and is instead an assignment pay which may change as officer assignments change. Only 6 Officers at a time can or will be assigned this duty (1 supervisor, and 5 officers).**	
TELECOMMUNICATIONS OPERATOR CERTIFICATION/LICENSES	
Intermediate TCOLE Certificate	$100.00
Advanced TCOLE Certificate	$200.00
Master TCOLE Certificate	$300.00

PUBLIC WORKS DEPARTMENT CERTIFICATION/LICENSES	
Class D Water Operator	$45.00
Class C Water Operator	$175.00
Class B Water Operator	$260.00
Class A Water Operator	$350.00
Class D Wastewater Operator	$45.00
Class C Wastewater Operator	$175.00
Class B Wastewater Operator	$260.00
Class A Wastewater Operator	$350.00
Stormwater Inspector	$45.00
Hazmat Certification	$45.00
CSI Certification	$45.00
Herbicide/Pesticide Certification	$45.00
Commercial Driver's License	$45.00
Administrative Assistant Certification	$100.00
PARKS DEPARTMENT CERTIFICATION/LICENSES	
Herbicide/Pesticide Certification	$45.00
Master Gardner's Certification	$45.00
Master Naturalist's Certification	$45.00
Commercial Driver's License	$45.00
Administrative Assistant Certification	$100.00
Certified Water or Waterfront Lifeguard Instructor	$45.00
Certified Water or Waterfront Lifeguard Instructor Trainer	$45.00
Certified Water or Waterfront Safety Instructor	$45.00
Certified Water or Waterfront Safety Instructor Trainer	$45.00
Certified First Aid/CPR/AED Instructor	$45.00
Certified First Aid/CPR/AED Instructor Trainer	$45.00
Certified Aquatic Facility (AFO) Operator	$45.00
Certified Pool Operator	$45.00
Certified Festival & Event Associate (CFEA)	$45.00
Certified Festival & Event Executive (CFEE)	$45.00
BUILDING AND DEVELOPMENT, INSPECTION~~, CODE ENFORCEMENT~~ CERTIFICATION/LICENSES	
ICC Certified Building Official	$100.00
ICC Certified Mechanical Inspector	$45.00
ICC Certified Residential Electrical Inspector	$45.00

ICC Certified Commercial Electrical Inspector	$45.00
ICC Certified Commercial Energy Plans Inspector	$45.00
TFMA Certified Floodplain Manager	$45.00
State Licensed Plumbing Inspector	$45.00
~~State Certified Code Enforcement Officer~~	~~$45.00~~
State Licensed Master Electrician	$45.00
State Licensed HVAC Contractor	$45.00
Administrative Assistant Certification	$100.00
CODE ENFORCEMENT CERTIFICATION/LICENSES	
State Certified Code Enforcement Officer	$45.00
CITY SECRETARY DEPARTMENT CERTIFICATION/LICENSES	
Records Management Certification	$45.00
~~Human Resources Certification~~	~~$45.00~~
City Secretary TRMC Certification	$250.00
City Secretary CMC Certification	$300.00
City Secretary MMC Certification	$350.00
Administrative Assistant Certification	$100.00
Local Gov. Archives & Records Administration (LAGARA)	$150.00
ARMA Records Management Certification	$150.00
HUMAN RESOURCES DEPARTMENT CERTIFICATION/LICENSES	
Human Resources Certification – SHRM-CP	~~$ 45.00~~ $ 200.00
Human Resources Certification – SHRM-SCP	$300.00
IPMA-HR Certified Professional/SR Certified Pro.	$175.00
Administrative Assistant Certification	$100.00
MUNICIPAL COURT DEPARTMENT CERTIFICATION/LICENSES	
Municipal Court Clerk Level 1	$45.00
Municipal Court Clerk Level 2	$90.00
Municipal Court Clerk Level 3	$135.00
FLEET DEPARTMENT	
Underground Storage Tank Operator	$45.00
INFORMATION TECHNOLOGY	
Microsoft Certification	$25.00
Microsoft 365 Certified: Fundamentals	$25.00

Microsoft 365 Certified Security Administrator Assoc.	$25.00
Microsoft 365 Certified Teams Administrator Assoc.	$25.00
MTA: Windows Server Administration Fundamentals	$25.00
MTA: Security Fundamentals	$25.00
MTA: Networking Fundamentals	$25.00
MTA: Windows Operating System Fundamentals	$25.00
MTA: Mobility and Device Fundamentals	$25.00
NSE3: Cybersecurity Awareness Certification	$25.00
A+ Certification	$25.00
Network Plus	$50.00
Microsoft 365 Certified: Modern Desktop Administrator Assoc.	$50.00
NSE6: Cybersecurity Technical Certification	$50.00
CCENT (Cisco Certified Entry Networking Technician)	$65.00
Microsoft 365 Certified Messaging Administrator Assoc.	$75.00
Microsoft 365 Certified Teamwork Administrator Assoc.	$75.00
Security + Certification	$100.00
MCSA: Windows Server 2016	$100.00
Microsoft 365 Certified: Enterprise Administrator Expert	$100.00
NSE7: Cybersecurity Advanced Certification	$100.00
CCNA	$100.00
MCSE Productivity Solutions Expert	$125.00
MCSE: Core Infrastructure	$125.00
NSE8: Cybersecurity Expert Certification	$125.00
CCNP	$200.00
CCIE	$300.00
GAS DEPARTMENT	
Operator – Level I	$45.00
Operator – Level II	$100.00
Operator – Level III	$150.00
FINANCE & ACCOUNTING	
Certified Public Accountant (CPA)	$450.00
Certified Government Finance Officer (CGFO)	$400.00
Certified Public Finance Officer (CPFO)	$400.00
Certified Management Accountant	$400.00
Advanced Certified Public Funds Investment Manager (ACPFIM)	$300.00
Certified Public Funds Investment Manager (CPFIM)	$250.00
Public Funds Investment Certification (PFIA)	$100.00

Certification - Basic Texas Purchaser	$100.00

FISCAL ANALYSIS: Due to the high number of approved certifications staff thought it prudent to set some kind of limit where none currently exists.

While we are adding a fair number of new certifications, if we set a certification pay cap of $450 per month per employee and an education pay cap of $450 per employee per month for a total cap of $900 per month, that significantly reduces the amount of possible pay out of certification and education pay.

As this new Certification & Education pay policy will take effect on October 1st, 2022, the additional expense will be included in the proposed FY 2022-2023 budget.

RECOMMENDATION: Staff recommends Council approve the proposed resolution, as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS AMENDING RESOLUTION NO. 2016-14 ADDING CERTIFICATION AND EDUCATION PAY POLICY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED WAS OPEN TO THE PUBLIC, THAT THE PUBLIC NOTICE OF TIME, PLACE, AND THE SUBJECT MATTER OF THE PUBLIC BUSINESS TO BE CONSIDERED WAS POSTED AS REQUIRED BY LAW, INCLUDING THIS RESOLUTION.

WHEREAS, in FY 2013-2014, it was determined that it had become increasingly difficult to recruit and retain quality personnel with the current Employee Grade/Step Pay Schedule and Grading System as adopted by Resolution No. 2012-11; and

WHEREAS, the City of Rockport encourages its employees to participate in advance training and education, acknowledging that additional training is important to the employees and is an overall benefit to the operation of the City of Rockport.

WHEREAS, Resolution 2014-07 was adopted February 25, 2014, providing for an Employee Certification Pay policy for all qualified full-time employees; and

WHEREAS, Resolution 2014-07 was amended on June 10, 2014 by Resolution 2014-13 to include additional categories of certifications; and

WHEREAS, Resolution 2014-13 was amended on April 12, 2016 by Resolution 2016-08 to include certifications for positions in the Park & Leisure Services Department; and

WHEREAS, Resolution 2016-08 was amended on September 13, 2016 by Resolution 2016-14 to include all applicable categories of certifications for positions in the park & Leisure Services Department; and

WHEREAS, it has been determined that Resolution 2016-14 Certification Pay policy be amended include additional categories of certifications and update existing certifications, and adding the wording "Certification & Education Pay":

WHEREAS, it has been determined that Resolution 2016-14 Certification Pay policy be amended to include certification pay cap of $450 per month per employee and an education pay cap of $450 per employee per month for a total cap of $900 per month. Providing a flexibility clause that if an employee chooses to not pursue a degree that they may take advantage of the total cap of $900 towards certification pay. Also, providing those employees already receiving monthly certification/education pay amounts above the certification pay cap will be grandfathered in but will be frozen at that amount and unable to add any further certification/education pays without first removing another. Also, providing that if those employees were ever to drop below the total $900 cap, or are re-hired following a separation, they would then be subject to the aforementioned cap: and

WHEREAS, it has been determined that Resolution 2016-14 Certification Pay policy

be amended to change the eligibility requirements for employees from "All full-time, non-exempt employees are eligible", to simply state "All full-time employees are eligible":

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

Section 1: The City of Rockport adopts the following Amended Employee Certification & Education Pay Policy, and List of Approved Certifications and Pay Rates for all qualified full-time employees.

Approved Certification & Education List and Pay

List of Approved Certifications	Approved Pay Per Month
EDUCATION COMPENSATION	
Associate Degree	$250.00
Bachelor's Degree	$350.00
Master's Degree	$450.00
CITY MANAGER'S DEPARTMENT	
Certified Public Manager	$300.00
Administrative Assistant Certification	$100.00
POLICE DEPARTMENT CERTIFICATION/LICENSES	
State Certified Fire Marshall	~~100.00~~ $150.00
FBI National Academy Certificate	$150.00
Administrative Assistant Certification	$100.00
Intermediate Police Certificate	$100.00
Advanced Police Certificate	$200.00
Master Police Certificate	$300.00
School of Police Supervision	$100.00
Law Enforcement Management Institute of Texas (LEMIT)	$125.00
Field Training Officer (FTO)****	$50.00
Breath Test Operator	$30.00
Physical Fitness (Top tier DPS standards)	$50.00
Critical Incident Stress Management (CISM) Certificate	$30.00
Advanced Marine Safety Officer	$50.00
Certified Records Analyst	$100.00

Certified Records Manager	$150.00
****** Field Training Officer (FTO) is NOT a certification pay and is instead an assignment pay which may change as officer assignments change. Only 6 Officers at a time can or will be assigned this duty (1 supervisor, and 5 officers).**	
TELECOMMUNICATIONS OPERATOR CERTIFICATION/LICENSES	
Intermediate TCOLE Certificate	$100.00
Advanced TCOLE Certificate	$200.00
Master TCOLE Certificate	$300.00
PUBLIC WORKS DEPARTMENT CERTIFICATION/LICENSES	
Class D Water Operator	$45.00
Class C Water Operator	$175.00
Class B Water Operator	$260.00
Class A Water Operator	$350.00
Class D Wastewater Operator	$45.00
Class C Wastewater Operator	$175.00
Class B Wastewater Operator	$260.00
Class A Wastewater Operator	$350.00
Stormwater Inspector	$45.00
Hazmat Certification	$45.00
CSI Certification	$45.00
Herbicide/Pesticide Certification	$45.00
Commercial Driver's License	$45.00
Administrative Assistant Certification	$100.00
PARKS DEPARTMENT CERTIFICATION/LICENSES	
Herbicide/Pesticide Certification	$45.00
Master Gardner's Certification	$45.00
Master Naturalist's Certification	$45.00
Commercial Driver's License	$45.00
Administrative Assistant Certification	$100.00
Certified Water or Waterfront Lifeguard Instructor	$45.00
Certified Water or Waterfront Lifeguard Instructor Trainer	$45.00
Certified Water or Waterfront Safety Instructor	$45.00
Certified Water or Waterfront Safety Instructor Trainer	$45.00
Certified First Aid/CPR/AED Instructor	$45.00
Certified First Aid/CPR/AED Instructor Trainer	$45.00
Certified Aquatic Facility (AFO) Operator	$45.00
Certified Pool Operator	$45.00

Certified Festival & Event Associate (CFEA)	$45.00
Certified Festival & Event Executive (CFEE)	$45.00
BUILDING AND DEVELOPMENT, INSPECTION~~, CODE ENFORCEMENT~~ CERTIFICATION/LICENSES	
ICC Certified Building Official	$100.00
ICC Certified Mechanical Inspector	$45.00
ICC Certified Residential Electrical Inspector	$45.00
ICC Certified Commercial Electrical Inspector	$45.00
ICC Certified Commercial Energy Plans Inspector	$45.00
TFMA Certified Floodplain Manager	$45.00
State Licensed Plumbing Inspector	$45.00
~~State Certified Code Enforcement Officer~~	~~$45.00~~
State Licensed Master Electrician	$45.00
State Licensed HVAC Contractor	$45.00
Administrative Assistant Certification	$100.00
CODE ENFORCEMENT CERTIFICATION/LICENSES	
State Certified Code Enforcement Officer	$45.00
CITY SECRETARY DEPARTMENT CERTIFICATION/LICENSES	
Records Management Certification	$45.00
~~Human Resources Certification~~	~~$45.00~~
City Secretary TRMC Certification	$250.00
City Secretary CMC Certification	$300.00
City Secretary MMC Certification	$350.00
Administrative Assistant Certification	$100.00
Local Gov. Archives & Records Administration (LAGARA)	$150.00
ARMA Records Management Certification	$150.00
HUMAN RESOURCES DEPARTMENT CERTIFICATION/LICENSES	
Human Resources Certification – SHRM-CP	~~$ 45.00~~ $ 200.00
Human Resources Certification – SHRM-SCP	$300.00
IPMA-HR Certified Professional/SR Certified Pro.	$175.00
Administrative Assistant Certification	$100.00
MUNICIPAL COURT DEPARTMENT CERTIFICATION/LICENSES	
Municipal Court Clerk Level 1	$45.00
Municipal Court Clerk Level 2	$90.00
Municipal Court Clerk Level 3	$135.00

FLEET DEPARTMENT	
Underground Storage Tank Operator	$45.00
INFORMATION TECHNOLOGY	
Microsoft Certification	$25.00
Microsoft 365 Certified: Fundamentals	$25.00
Microsoft 365 Certified Security Administrator Assoc.	$25.00
Microsoft 365 Certified Teams Administrator Assoc.	$25.00
MTA: Windows Server Administration Fundamentals	$25.00
MTA: Security Fundamentals	$25.00
MTA: Networking Fundamentals	$25.00
MTA: Windows Operating System Fundamentals	$25.00
MTA: Mobility and Device Fundamentals	$25.00
NSE3: Cybersecurity Awareness Certification	$25.00
A+ Certification	$25.00
Network Plus	$50.00
Microsoft 365 Certified: Modern Desktop Administrator Assoc.	$50.00
NSE6: Cybersecurity Technical Certification	$50.00
CCENT (Cisco Certified Entry Networking Technician)	$65.00
Microsoft 365 Certified Messaging Administrator Assoc.	$75.00
Microsoft 365 Certified Teamwork Administrator Assoc.	$75.00
Security + Certification	$100.00
MCSA: Windows Server 2016	$100.00
Microsoft 365 Certified: Enterprise Administrator Expert	$100.00
NSE7: Cybersecurity Advanced Certification	$100.00
CCNA	$100.00
MCSE Productivity Solutions Expert	$125.00
MCSE: Core Infrastructure	$125.00
NSE8: Cybersecurity Expert Certification	$125.00
CCNP	$200.00
CCIE	$300.00
GAS DEPARTMENT	
Operator – Level I	$45.00
Operator – Level II	$100.00
Operator – Level III	$150.00
FINANCE & ACCOUNTING	
Certified Public Accountant (CPA)	$450.00

Certified Government Finance Officer (CGFO)	$400.00
Certified Public Finance Officer (CPFO)	$400.00
Certified Management Accountant	$400.00
Advanced Certified Public Funds Investment Manager (ACPFIM)	$300.00
Certified Public Funds Investment Manager (CPFIM)	$250.00
Public Funds Investment Certification (PFIA)	$100.00
Certification - Basic Texas Purchaser	$100.00

NOTE: Items highlighted in YELLOW were added to the list of Approved Certifications, and items in red type were amended.

Section 2: The City of Rockport adopts the following Employee Certification and Education combined pay cap for all qualified full-time employees. All employees will be subject to a certification pay cap of $450 per month per employee, and an education pay cap of $450 per employee per month for a total cap of $900 per month. Providing a flexibility clause that if an employee chooses not to pursue a degree, that they may take advantage of the total cap of $900 towards certification pay.

Those employees already receiving monthly certification/education pay amounts above the cap will be grandfathered in but will be frozen at that amount and unable to add any further certification/education pays without removing another. If at any time those employees were ever to drop below the total $900 cap, or are re-hired following a separation, they would then be subject to the aforementioned cap.

If a certification has multiple levels, employees will only receive certification pay for the highest level they hold. If an employee applying for a new certification pay is at or close to the cap, each situation will be considered individually. If they are already maxed out at the $450 cap, then in order to be eligible for the new certification pay, they have the option of dropping a lesser certification in exchange for the new one. If a new certification pay requested would put an employee over the cap, a reasonable adjustment may be made to the requested certification pay to keep them from going over.

Let the policy now state:

"All full-time~~, non-exempt~~ employees are eligible to receive pay for certifications achieved during employment with the City of Rockport beyond the minimum requirements for their position. (Resolution 2014-07, Page 2, Para. 3, Certification Pay Schedule)"

Section 3: The City Council of the City of Rockport hereby finds and determines, and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law, including this Resolution.

Section 4: This Resolution shall become effective October 1, 2022.

INTRODUCED, READ, and PASSED by the affirmative vote on this the __ day of _____2022.

CITY OF ROCKPORT, TEXAS

_____

Tim Jayroe, Mayor

ATTEST:

_____

Teresa Valdez, City Secretary

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

AGENDA ITEM: 7

Deliberate and act on approval of an Addendum to the Fuel Card Services Agreement between WEX Bank and Sourcewell providing for the City of Rockport to act as a Participating Entity in the WEX Sourcewell Government Card Program, a government fuel card program.

SUBMITTED BY: Katie Griffin, Director of Finance

APPROVED FOR AGENDA: RNM

BACKGROUND: The City of Rockport currently provides unleaded and diesel fuel to approximately 175 vehicles and equipment. Currently there are two (2) Fuel storage tanks located at the Fleet Maintenance Facility at 402 E Laurel, 6,000-gallon diesel and 10,000-gallon unleaded tank. The tanks were installed in 1976 and 1991, respectively. TCEQ recommends replacement of tanks after 30 to 40 years due to risk of tank failure. Currently, both fuel tanks are not showing signs of leaks and are monitored daily via automatic tank gauge monitoring and stick checks. As the existing fuel tanks age, the risk of leaks increases along with the cost to mitigate the leaks and associated regulatory compliance.

In order to combat the aging tanks and the continued need for fuel, staff considered alternative options for access to both diesel and unleaded fuel. As presented during the July 12, 2022, budget workshop, the most practical and cost effective fueling alternative is a fuel card system. A fuel card system works much like the City's existing fueling system by providing a fuel card for each vehicle or equipment and a user identification for each City employee. The only difference is the fuel will be obtained at various fuel stations through out the community, rather than in the Fleet facility yard.

The recommended program is the WEX Sourcewell Government Card Program, via Sourcewell contract #042016-WEX. Sourcewell is a purchasing cooperative for government entities, similar to Buy Board. The WEX program is designed for government entities. Under the WEX program, the City will pay for fuel on a per gallon basis, receive a 1% discount for government fleets, and will not be charged for Texas fuel taxes ($0.18 per gallon unleaded and $0.234 per gallon diesel. As a participant in the Sourcewell purchasing cooperative, set up fees, cost for new issue and replacement fuel cards will be waived. WEX government fuel cards are accepted at 95% of all fuel stations nation-wide and all existing fuel stations within the Rockport area. The program provides for a portal reporting and monitoring system that is accessible by Fleet staff as well as Finance staff for tracking and reporting.

Converting to the fuel card system will reduce the City's need to store 16,000 gallons of fuel and reduce any TCEQ environmental hazards that may relate to the ground fuel tanks on site. Additionally, the use of local fueling stations supports our local businesses and economy.

The City will continue to maintain its existing contract with Sunoco for an emergency self-contained fuel tank and required fuel in the event of a natural disaster. This tank is delivered at

the beginning of each hurricane season and picked up at the end of the season. The City will also maintain the ability to acquire fuel for the existing tanks and temporary fuel tanks on an as needed basis.

FISCAL ANALYSIS: The FY2021-2022 city wide fuel budget is $250,000 and the proposed FY 2022-2023 city wide fuel budget is $300,000. The implementation WEX fuel card system will have no impact on the City's existing operating budgets. The change will reduce staff hours in the daily manual physical monitoring of fuel tanks.

RECOMMENDATION: Staff recommends approval of the Addendum to the Fuel Card Services Agreement between WEX Bank and Sourcewell providing for the City of Rockport to act as a Participating Entity in the WEX Sourcewell Government Card Program.

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND SOURCEWELL

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
City of Rockport	(361)790-1160	

Physical Address (Do not include PO Box)
2751 SH 35 Bypass Rockport, TX. 78382

Mailing Address (if different from physical address)

Sourcewell Member ID Number	Participating Entity's Taxpayer ID # (TIN, FEIN or SSN)
172719	74-6002000

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
1870	1870	175	$30000	$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

C I T Y ☐ O F ☐ R O C K P O R T ☐ ☐ ☐ ☐

Billing Contact Name
Candace Brannan

Billing Address
2751 SH 35 Bypass
Rockport, TX. 78382

Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Participating Entity Authorized Fleet Contact Name	Title	Phone #	Fax #
Candace Brannan	Admin Supervisor	(361)790-1160	

Email address (required to take advantage of product type card controls)
(Main) cbrannan@cityofrockport.com (Secondary) finance2@cityofrockport.com

☐ Check here if Participating Entity is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. INFORMATION SHARING DISCLOSURE: Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. Compliance with Federal Law: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that Identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: _____

Title: City Manager Date: _____

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
		10900203	SOURCEWELL		04

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Solicitation Number: RFP #080620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

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the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

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4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

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Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. INTENTIONALLY OMITTED.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

A. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
B. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
C. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

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15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. DEFAULT AND REMEDIES. The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

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attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon the renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds; but only to the extent an indemnity is owed pursuant to this Agreement.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

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required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

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Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 11/20/2020 | 12:25 PM CST

WEX Bank

By: DocuSigned by: C12BE2BB9446476...

Tim Laukka

Title: President and CEO

Date: 11/20/2020 | 10:14 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/25/2020 | 8:23 AM CST

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RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Address:	7090 South Union Park Center Suite 350 Midvale, UT 84047
Contact:	Denise Baumgart
Email:	denise.baumgart@wexinc.com
Phone:	913-393-3208
HST#:	84-1425616

Submission Details

Created On:	Tuesday June 30, 2020 14:46:43
Submitted On:	Thursday August 06, 2020 14:25:55
Submitted By:	Denise Baumgart
Email:	denise.baumgart@wexinc.com
Transaction #:	ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address:	136.33.193.72

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to $39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from $318 million in revenue and 725 employees to $1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from $1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to $39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from $318 million in revenue and 725 employees to $1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from $1.49 billion in 2018. Please see the attached financial documents.
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government’s GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government’s GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government’s GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	$150M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.

24	Dealer network or other distribution methods.	N/A.
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment

by phone.

Additional Services
WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support – WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices – This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction
Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.
*This is subject to change based on seasonality and call volumes.

Customer Service Management
At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System
WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response
WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices
In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also	

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currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities
WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshows, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of $185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over $200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period. *

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use SalesForce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the SalesForce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use SalesForce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. SalesForce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs.
WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.
Fleet Advisory Board
The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.
SPARK
SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).
WEX Fleet Chip Cards
Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.
Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.
WEX believes it has taken a thoughtful approach to chip-card development.
- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.
- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.
- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.
- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™
WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.
WEX Fleet DriverDash
WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can’t share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexxus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.	*

Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/emailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.	*
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.	*
44	Describe any service contract options for the items included in your proposal.	N/A	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcewell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcewell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcewell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") $0-$50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001-$75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

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opportunities for savings
- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™
WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.
Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.
How It Works
As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.
When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.
* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW
WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

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understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).
- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	(•) Yes ( ) No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	(•) Yes ( ) No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. *
64	Fleet payment data analytics	(•) Yes ( ) No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations. *
65	Integrated telematics solutions	(•) Yes ( ) No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seemlessly and at no cost with WEX telematics. *
66	Web-based account management and reporting tools	(•) Yes ( ) No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time. *
67	Private-site fuel location payment or data services	(•) Yes ( ) No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. *

68	Electric vehicle charging station fee payment	(•) Yes ( ) No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use SalesForce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns. *
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions on the card. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process. Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.
- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer.

Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

Adding New Merchants

WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.

If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Alternative Fuels

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge

In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.

Aviation and Jet Fuel -- AVCARD

WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic *

and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.

Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for	

92

accounts, drivers, vehicles or cards
• Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

• Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
• Streamline operations to help eliminate redundancies
• Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

• View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
• Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

• Maximize the utilization and productivity of your workforce and vehicles
• Reduce overall operating costs and improve revenue
• Reduce fuel costs
• Reduce risk and Improve safety and compliance
• Improve customer experience and relations
• Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

• More than 30 years of fleet experience
• Consultation and guidance from people you know and trust
• A suite of solutions to meet your specific business case
• Proven implementation process to simplify enablement
• Best in class products backed by US-based world class customer service
• Innovative fuel/GPS integrated products to help curb card abuse

Features
- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

• Speed violations
• Idling
• Landmark entry/exit
• Odd-hours usage
• Diagnostic trouble codes (optional)
• Odometer-driven maintenance

		Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
- Marketing Plan/Samples - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Pricing.zip - Thursday August 06, 2020 14:10:01
- Additional Document - Additional Documents.zip - Thursday August 06, 2020 14:04:47

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Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Laukka, President and CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☑	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☑	1

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Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank ("Issuer"), would like to provide and propose the following terms (the "Agreement") to be included in any resulting contract between Issuer and your contracting agency or entity ("Customer"). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer's behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

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on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

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A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over- year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

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makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLYAND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. **(a)** Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." **(b)** If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. **(c)** Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. **(b)** Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. **(b)** If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. **(c)** Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. **(d)** The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. **(e)** The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. **(b)** A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: **(a)** is already lawfully known when received; **(b)** becomes lawfully obtainable from other sources; **(c)** is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; **(d)** is disclosed by Issuer to its financial services regulators; **(e)** is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or **(f)** is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

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in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: https://www.wexinc.com/privacy-policy/. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off- road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

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"Account User" means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

"Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

"Business Day" means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

"Card" means a plastic card provided by Issuer that may be used to access an Account.

"Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

"Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time.

"DIN" means the identification number associated with an Account User or Card.

"Due Date" means the date the repayment of the balance of the Account is due as provided on a billing statement.

"Fee Schedule" means the List of Fees included as Schedule B.

"Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

"Party" means Bank or Customer and "Parties" means Issuer and Customer. "Person" means an individual, corporation, partnership, limited liability company, trust or other organization.

"Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

"Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	$50.00 per occurrence
Reactivation Fee	$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to $3.00 per card swipe at a diesel pump*
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Call 1-866-544-5796 with questions about any of the above.

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

AGENDA ITEM: 9

Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a rezone request for property located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas, to CUP (Conditional Use Permit); currently zoned R-1 (1st Single Family Dwelling District)

SUBMITTED BY: Community Planner / Carey Dietrich

APPROVED FOR AGENDA: RNM

BACKGROUND: Property owner Darleena Lanier desires to operate a quilt shop in existing building on property located at 2922 Loop 1781, which is currently R-1 (1st single family residential). Ms. Lanier has operated the quilt shop for approximately two (2) years with no issues and only recently was informed that a rezone would be required in order to continue operation.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to seven (7) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at time of JPH.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: No action required. Public hearing only.

JOINT PUBLIC HEARING
Rockport City Council
And
Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, July 26, 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 to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 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 6th day of July 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, July 9, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Teresa Valdez, City Secretary

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

AGENDA ITEM:

Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a rezone request for property located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas, to CUP (Conditional Use Permit); currently zoned R-1 (1st Single Family Dwelling District)

SUBMITTED BY: Community Planner / Carey Dietrich

APPROVED FOR AGENDA:

BACKGROUND: Property owner Darleena Lanier desires to operate a quilt shop in existing building on property located at 2922 Loop 1781, which is currently R-1 (1st single family residential). Ms. Lanier has operated the quilt shop for approximately two (2) years with no issues and only recently was informed that a rezone would be required in order to continue operation.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to seven (7) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at time of JPH.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: No action required. Public hearing only.

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
2922 FM 1781

APPLICANT/PROPERTY OWNER
Rockport Retreat House, LLC, - Darleena Lanier, Owner

PUBLIC HEARING DATE
Tuesday, July 26, 2022

P&Z DATE
Monday, August 1, 2022

CITY COUNCIL DATE(S)
1st Reading - Tuesday, August 9, 2022
2nd Reading – Tuesday, August 23, 2022

BRIEF SUMMARY OF REQUEST

Ms. Lanier purchased this property in 2019 with the intentions of operating her quilting business at this location and was not made aware a rezone would be required. She has operated her retail sales quilting store since that time with no issues; once notified of the required rezone, Ms. Lanier immediately responded and filed the request for a B1 Zoning change but realized a CUP would be more appropriate given the surrounding residential use.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to seven (7) property owners within a 200-foot radius of the property. No letters for or Against the request have been received.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 (1st Single Family Dwelling District)	Existing structure / formerly a Church	***N*** – R-1 (1st Single Family Dwelling District) w/single family residence ***S*** - R-1 (1st Single Family Dwelling District) w/Church Facility ***E*** - R-1 (1st Single Family Dwelling District) vacant land ***W*** – R-2M (Manufactured Housing District) w/manufacture homes	To operate a retail business – quilting store	1.148 acres

STAFF RECOMMENDATION

APPROVE **APPROVE WITH CONDITIONS** **DENY**

COMPATIBILITY with the ZONING ORDINANCE

There can be no future development without modification of the CUP.

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)

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 2922 (FM) Loop 1781

C. CURRENT ZONING OF PROPERTY: R-1 1ST Single Family Dwelling

D. PRESENT USE OF PROPERTY: Quilt Shop

E. ZONING DISTRICT REQUESTED: C.U.P

F. CONDITIONAL USE REQUESTED: _____

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

- Lot or Tract Lot 3B, Spanish Woods Est #5 Block _____
- Tract _____ of the _____ Survey as per metes and bounds (field notes attached)
- If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 1.148 ACRES

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

Purchased Property for a Quilt Shop

K. OWNER'S NAME: (Please print) Rockport Retreat House, LLC
ADDRESS: 2922 Loop 1781 (Darleena Lanier)
CITY, STATE, ZIP CODE: Rockport, Tx 78382
PHONE NO 281-889-1518

L. REPRESENTATIVE: (If Other Than Owner) Mark Uhr
ADDRESS: 3001 Traylor Blvd
CITY, STATE, ZIP CODE: Rockport Tx 78382
PHONE NO 361-774-9424

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

M. FILING FEE:

REZONING	$150.00 + $10.00 PER ACRE	170.00
PLANNED UNIT DEVELOPMENT	$200.00 + $10.00 PER ACRE	
P.U.D. REVISION	$200.00 + $10.00 PER ACRE	
CONDITIONAL PERMIT	$150.00 + $10.00 PER ACRE	

(Make check payable to the City of Rockport)

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

Signed: _____
(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Basic Information

Date: December _____, 2019

Grantor: ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company

Grantor's Mailing Address:

ROCKPORT RETREAT HOUSE, LLC
701 N. Allen Street
Rockport, Texas 78382

Trustee: J.M. RANKIN, III

Trustee's Mailing Address:

P.O. Box 1940
Gonzales, Texas 78629

Lender: SAGE CAPITAL BANK

Lender's Mailing Address:

P.O. Box 1940
Gonzales, Texas 78629

Obligation

Note:

Date: December _____, 2019

Original principal amount: $236,000.00

Borrower: ROCKPORT RETREAT HOUSE, LLC

Lender: SAGE CAPITAL BANK

Property (including any improvements):

Lot No. THREE "B" (3B), SPANISH WOOD ESTATES, Unit No. Five (5), City of Rockport, Aransas County, Texas according to the plat thereof recorded in Volume 5, Page 15, Plat Records, Aransas County, Texas.

Other Exceptions to Conveyance and Warranty:

All reservations, restrictions, rights-of-way, easements and other matters of record.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender , and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

a. keep the Property in good repair and condition;

b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;

c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

d. obey all laws, ordinances, and restrictive covenants applicable to the Property;

e. keep any buildings occupied as required by the Required Insurance Coverages;

f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. **COLLATERAL PROTECTION INSURANCE NOTICE**

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

(i) keep the collateral insured against damage in the amount the Lender specifies;

(ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and

(iii) name the Lender as the persons to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;

c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. Grantor agrees to (a) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.

E.2. Grantor agrees to deliver to Lender, at Lender's request from time to time, internally prepared financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by the chief financial officer of Grantor.

E.3. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.

E.4. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

E.5. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.6. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.7. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.8. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.9. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.10. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.11. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.12. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.13. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.14. When the context requires, singular nouns and pronouns include the plural.

E.15. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.16. Grantor warrants to Lender and agrees that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.

E.17. Grantor will furnish to Lender or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantor will annually furnish to Lender or other holder of the Note evidence of current paid-up insurance naming Lender or other holder of the Note as an insured.

E.18. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.19. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this deed of trust.

E.20. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lender or other holder of the Note, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lender or other holder of the Note has no obligation to consent to any such sale or conveyance of the Property, and Lender or other holder of the Note is entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lender or other holder of the Note in its sole discretion deems appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

E.21. Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance.

E.22. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.23. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.24. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.25. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.26. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.27. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.28. The term Lender includes any mortgage servicer for Lender.

E.29. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.30. Grantor releases and discharges Lender from any and all claims and causes of action (including without limitation, claims of fraud, duress, mistake, tortious interference, usury, violation of the Texas Deceptive Trade Practices Act or control), whether known or unknown now existing or hereafter arising, including without limitation any usury claims, that have at any time been owned or that are hereafter owned, by Maker (other than claims for funds, if any, now on deposit with Lender) and that arise out of any one or more circumstances or events that occurred prior to the Effective Date or that date on which this Agreement is signed by Grantor, whichever is later, and arise from, are related to, or are connected with, directly or indirectly, the Loan.

E.31. Grantor covenants and agrees to deliver to Lender financial information in a form and substances approved by Beneficiary, on the date or dates signed by Beneficiary.

E.32. The Deed of Trust shall also secure all extensions, amendments, modifications, or alterations of the secured obligation including amendments, modifications or alterations that increase the amount of the secured obligation or the interest rate on the secured obligation.

E.33. **Adjustable Rate Disclosure: The undersigned acknowledge that the note referenced above and secured by this Deed of Trust provides for an adjustable rate of interest based upon a defined index and adjustment dates. Further, the undersigned know that the initial rate is 5.75% and that the maximum interest rate which may be charged is the maximum interest rate allowable by law. The undersigned specifically acknowledge that they fully understand all of the terms and conditions of the adjustable rate note.**

E.34. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company

_____

DARLEENA A. CAREY, Member/Manager

STATE OF TEXAS)

COUNTY OF _____)

Before me, _____, on this day personally appeared DARLEENA A. CAREY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that DARLEENA A. CAREY executed the same as the act of ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company, as its Member/Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2019.

_____

Notary Public, State of Texas


SEW BY THE BAY
www.sewbythebay.net
QUILT SHOP
2922 FM 1781
Rockport Tx 78382
(361) 729-7873
Visit us in Rockport and Online

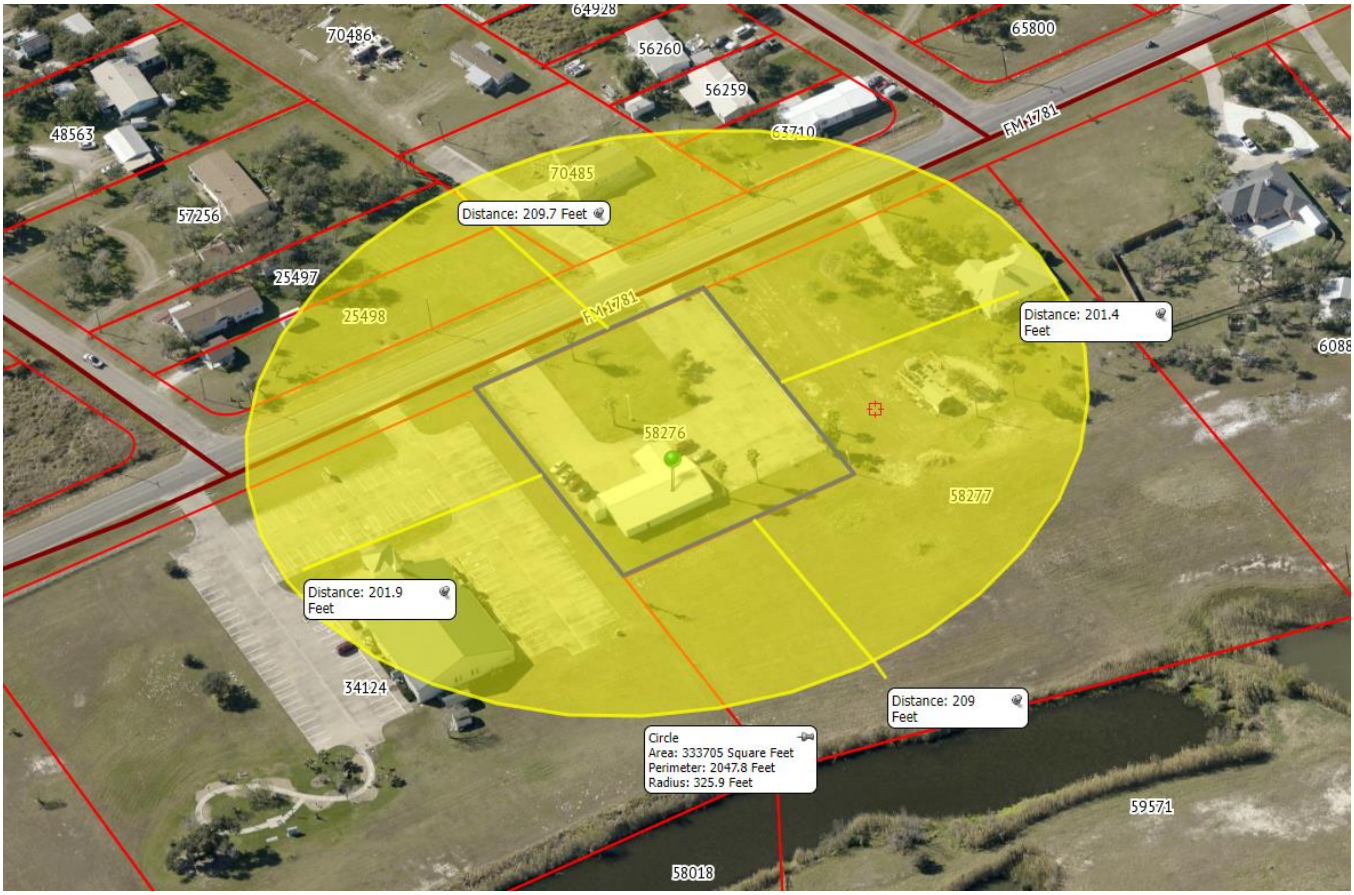

Sew By
The Bay
JANOME





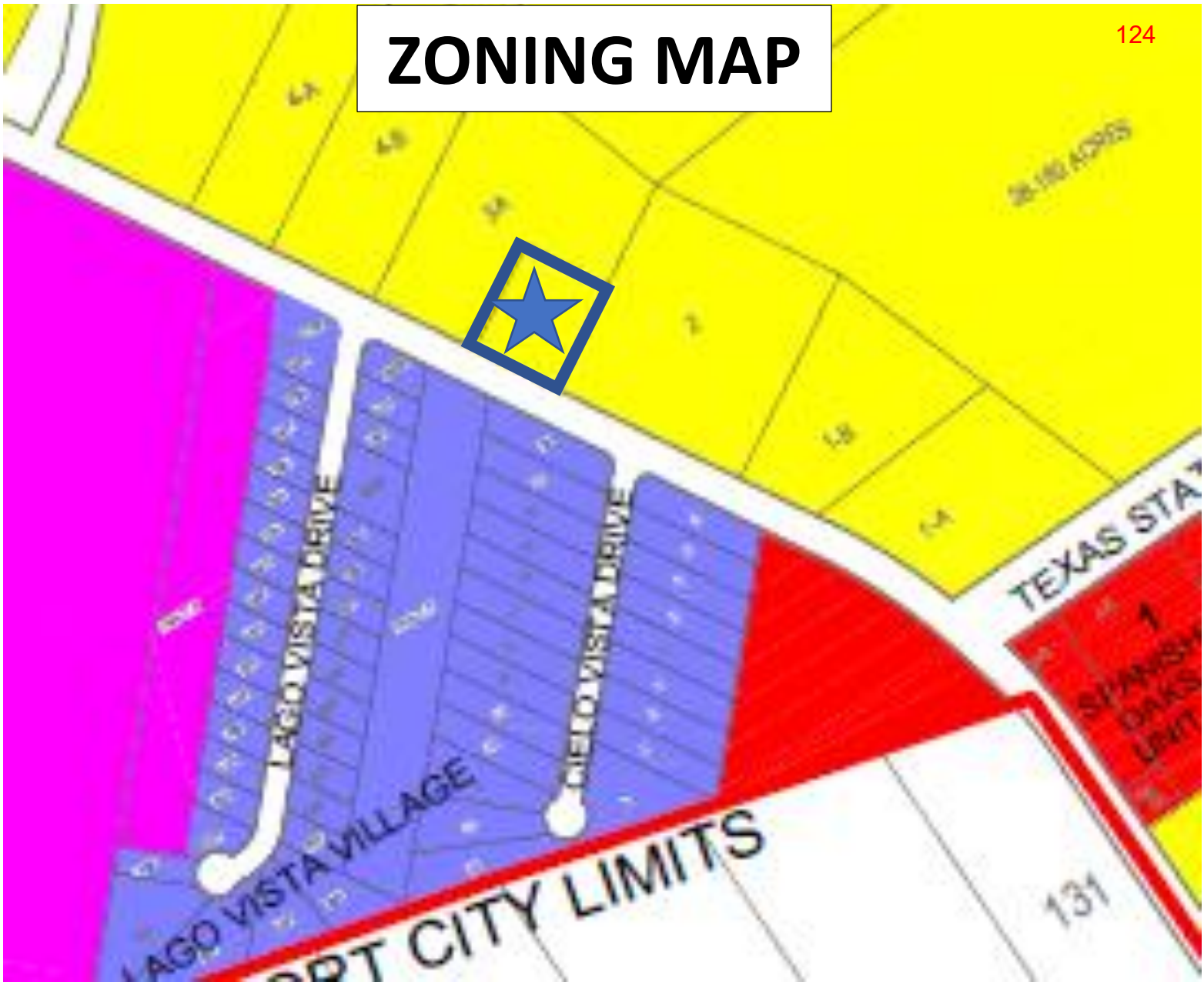



"Dream Big Dream Catcher"
Quiltsmart
Quilted Pot Designs
Quilted Pot Designs

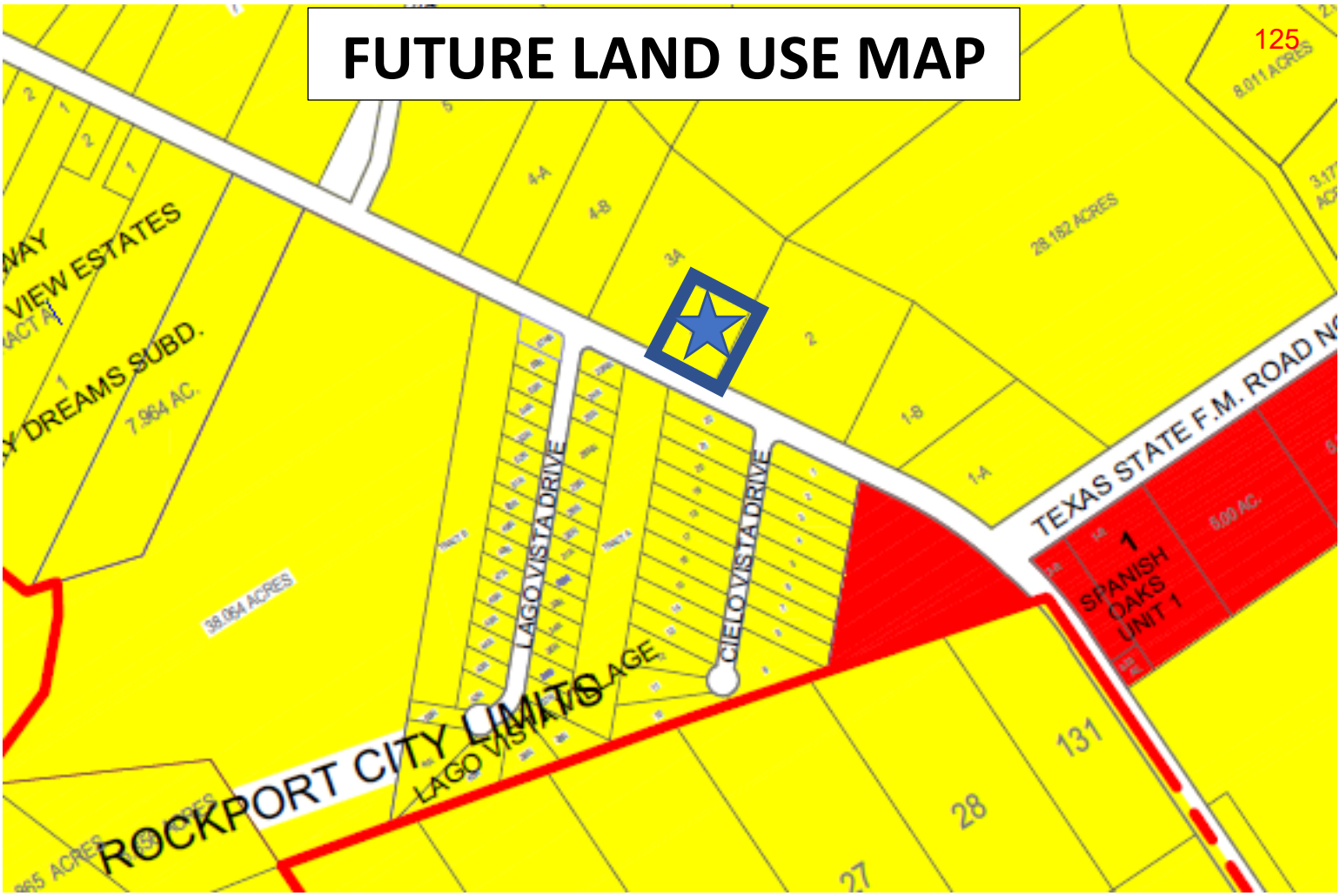

64928
70486
56260
65800
56259
48563
63710
FM1781
70485
Distance: 209.7 Feet
57256
25497
25498
FM1781
Distance: 201.4 Feet
6088
58276
58277
Distance: 201.9 Feet
34124
Distance: 209 Feet
Circle
Area: 333705 Square Feet
Perimeter: 2047.8 Feet
Radius: 325.9 Feet
59571
58018

Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
58276	ROCKPORT RETREAT HOUSE LLC	2922 LOOP 1781	2922 LOOP 1781	ROCKPORT	Tx	78382-3773
58277	PORTER WILLIAM D & VICKI L	2942 LOOP 1781	P O BOX 1936	ROCKPORT	Tx	78382-1936
63710	ROGERS LAURENCE T ETUX ALLENNA R	101 LAGO VISTA DR	101 LAGO VISTA DR	ROCKPORT	Tx	78382-7674
56259	PRIHODA THOMAS J & GRAY SUSAN P	105 LAGO VISTA DR	5314 VISTA COURT DR	SAN ANTONIO	Tx	78247-4631
70485	LE LENNY ETUX LYLY	2951 LOOP 1781	4230 LAKE APACHE DR	CORPUS CHRISTI	Tx	78413-5822
25497	ALLEN JIMMY L SR ETUX LINDA D	106 CIELO VISTA DR	106 CIELO VISTA DR	ROCKPORT	Tx	78382-9692
25498	ALLEN JIMMY L SR ETUX LINDA D	102 CIELO VISTA DR	106 CIELO VISTA DR	ROCKPORT	Tx	78382-9692
34124	HOLY CROSS LUTHERAN CHURCH	2872 LOOP 1781	P O BOX 301	ROCKPORT	Tx	78382-0301
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	W. Kent Howard	Planning and Zoning Commi	7 Olde Towne Lane	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Brad Brundrett	Council Liason	1053 N ALLEN ST	Rockport	TX	78382

ZONING MAP


LAGO VISTA DRIVE
LAGO VISTA DRIVE
LAGO VISTA VILLAGE
CITY LIMITS
TEXAS STA
131

FUTURE LAND USE MAP



National Flood Hazard Layer FIRMette

FEMA

97°4'41"W 28°4'25"N



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

1:6,000

97°4'4"W 28°3'53"N

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

Legend

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

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

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

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

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 5/31/2022 at 12:43 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

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

AGENDA ITEM: 10

Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

SUBMITTED BY: Carey Dietrich / Asst Director Building & Development/Community Planner

APPROVED FOR AGENDA: RNM

BACKGROUND: Property owner Jamie McAlister states the property was not in the City Limits when purchased with the intent of installing the manufactured home to be used as his residence and did not realize they had been annexed into the City Limits.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to six (6) property owners within a 200-foot radius of the property. No letters For and one (1) Against the request have been received at time of JPH.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: No action required. Public hearing only.

JOINT PUBLIC HEARING
Rockport City Council
and
Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, July 26, 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 to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 Mccombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 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 6th day of July 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, July 9, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Teresa Valdez, City Secretary

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

AGENDA ITEM:

Conduct a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

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Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: No action required. Public hearing only.

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
826 Holly Rd

APPLICANT/PROPERTY OWNER
Jamie McAlister, Owner

PUBLIC HEARING DATE
Tuesday, July 26, 2022

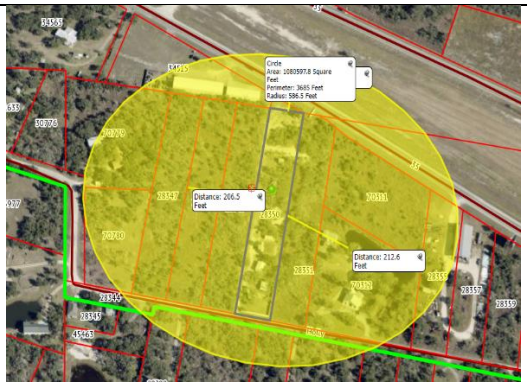
P&Z DATE
Monday, August 1, 2022

CITY COUNCIL DATE(S)
1st Reading - Tuesday, August 9, 2022
2nd Reading – Tuesday, August 23, 2022

BRIEF SUMMARY OF REQUEST

Property owner Jamie McAlister states the property was not in the City Limits when purchased with the intent of installing the manufactured home to be used as his residence and did not realize they had been annexed into the City Limits.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to six (6) property owners within a 200-foot radius of the property. No letters for and one (1) 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 (1st Single Family Dwelling District)	Residential – Existing small cottage, RV's (to be removed) and the manufactured home	***N*** – R-1 (1st Single Family Dwelling District) vacant land ***S*** **-** R-1 (1st Single Family Dwelling District) vacant land and residential dwellings ***E*** **–** R-1 (1st Single Family Dwelling District) W/Commercial Use - storage units ***W*** **–** Not in City Limits	To utilize the manufactured home as a residential dwelling	2.0 acres

STAFF RECOMMENDATION

APPROVE **APPROVE WITH CONDITIONS** **DENY**

COMPATIBILITY with the ZONING ORDINANCE

There can be no future development without modification of the CUP.

The Current Future Land Use Map suggests Residential Use

PROPERTY HISTORY

The property is not in a Special Flood Hazard Area.

Open Code Enforcement Case regarding an accumulation of RV Units

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, TEXAS
Est. 1870

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 826 HOLLY Dr. Rockport, TX 78382

C. CURRENT ZONING OF PROPERTY: R1

D. PRESENT USE OF PROPERTY: Residential

E. ZONING DISTRICT REQUESTED: _____

F. CONDITIONAL USE REQUESTED: ✓

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

- Lot or Tract _____ Block _____
- Tract _____ of the _____ Survey as per metes and bounds (field notes attached)
- If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 2.969

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

We originally purchased this property pre-Harvey in 07/2016 which at the time was still in the County with plans to move the manufactured Home from Davis loop to it current location. We did not realize at the time we moved the manufactured Home to this site that it wasn't zoned for manufactured Homes.

K. OWNER'S NAME: (Please print) Jamie McAlister
ADDRESS: 7 Davis Loop
CITY, STATE, ZIP CODE: Rockport, TX 78382
PHONE NO (361) 205-7041

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: J. McAlister
(Owner or Representative)

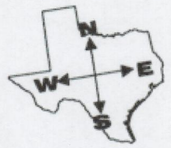
(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____



LOT 5

Carol J. Mackey
CF #238254
O.P.R.A.C.T.
2.017 ACRES
out of Farm Lot 31
Blk 252
Foor & Swickheimer

FND. 1/2" STEEL REBAR

S88°05'19"E

791.25'

844.73'

FND. 1/2" STEEL REBAR

53.47'

122.86'

0.069 ACRES
out of
Farm Lot 31
Blk 252
Foor &
Swickheimer

Gravel Road

Grass Drive

Well House

Electric Panel

Manufactured Home

Wood Frame Building

Metal Carport

LOT 6
2.00 ACRES
SARTAIN MONTGOMERY SUBDIVISION
OF THE PAUL MCCOMBS SURVEY, A-317

S33°05'01"W

TX HWY 35 (Not to Scale)
RELIEF ROUTE

Edge of Pavement

℄ HOLLY ROAD
30' R.O.W.

106.94'

N09°46'11"E

FND. 1/2" STEEL REBAR

N80°09'55"W

795.74'

FND. 1/2" STEEL REBAR

N06°52'27"E
7.08'

FND. 1/2" STEEL REBAR

LOT 7

PLAT BEARING USED FOR DIRECTIONAL CONTROL UNLESS OTHERWISE SHOWN

COPYRIGHT NOTICE

ANY COPY OF THIS DRAWING MUST BEAR THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK OR THE DRAWING IS AN UNAUTHORIZED REPRODUCTION WHICH MAY HAVE BEEN ALTERED OR CHANGED WITHOUT THE SURVEYOR'S KNOWLEDGE OR CONSENT. THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17, UNITED STATES CODE SECTIONS 101 & 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

5/8" STEEL REBARS FOUND OR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN. ALL SET RODS ARE CAPPED WITH GRIFFITH AND BRUNDRETT.

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." ZONE "X", BASE ELEVATION NA, PANEL NO. 0240G, COMMUNITY NO. 485452

THIS INFORMATION IS BASED ON SCALING THE LOCATION OF THIS SURVEY ON THE FEMA MAP AND IS INTENDED TO BE USED TO DETERMINE INSURANCE RATES ONLY, AND NOT TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP OF TITLE EVIDENCE. SURVEYOR DID NOT REVIEW EXCEPTIONS IN SCHEDULE "B" OF THE TITLE COMMITMENT TO DETERMINE WHETHER THEY DO OR DO NOT AFFECT SUBJECT PROPERTY.

Griffith & Brundrett
Surveying & Engineering, Inc.
411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381
361-729-6479
361-729-7911
jerry@gbsurveyor.com
www.gbsurveyor.com

DATE: June 3, 2022
SCALE: 1" = 40'
FILE NAME: 220603d1

Prepared For:
Jamie McAlister

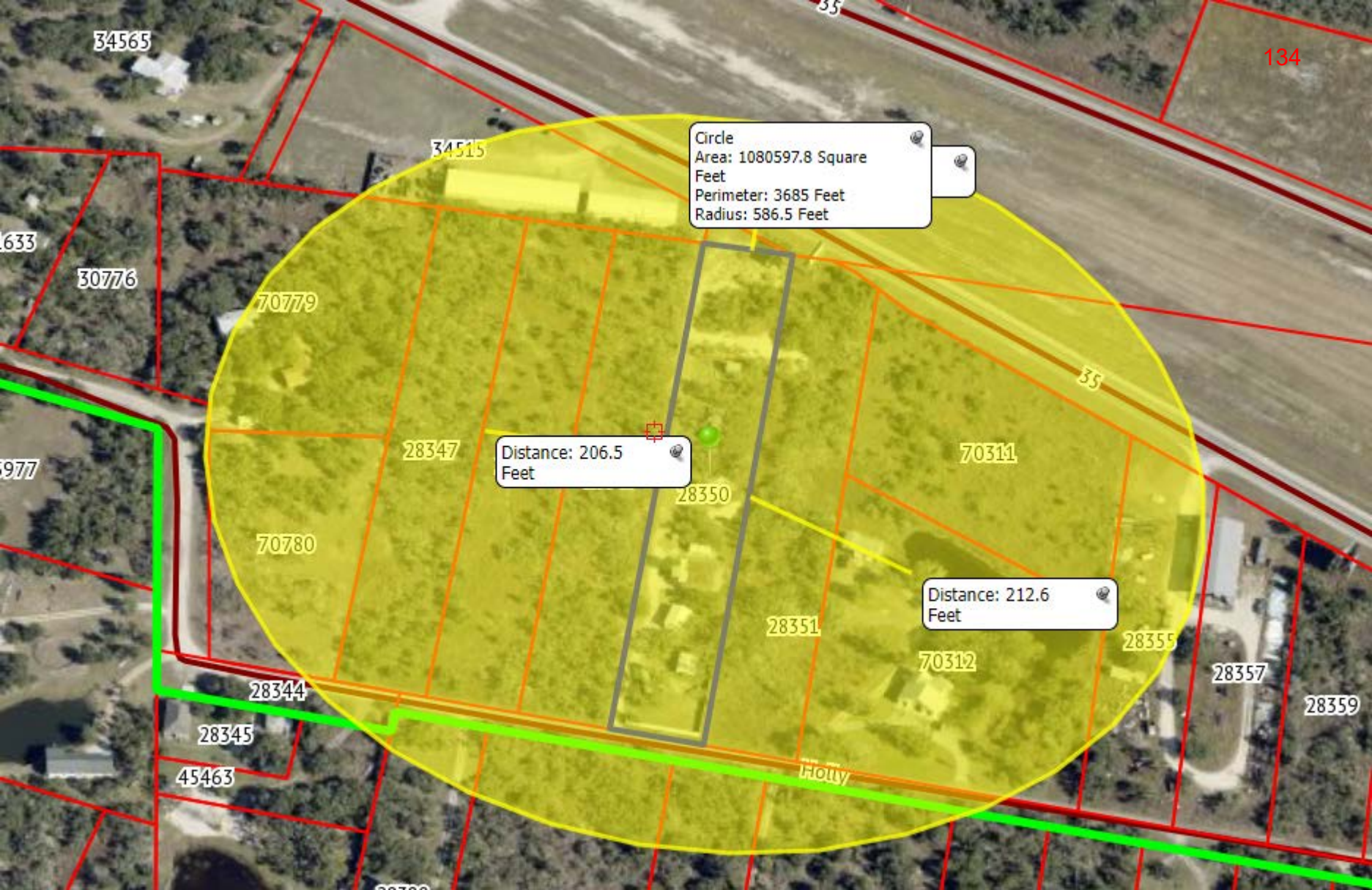
SURVEY LOT NO. 6, SARTAIN MONTGOMERY SUBIDIVISION OUT OF PAUL MCCOMBS SURVEY, A-31
VOLUME 1, PAGE 34, PLAT RECORDS ARANSAS COUNTY, TEXAS
ALONG WITH 0.069 ACRES OUT OF FARM LOT NO. 31, LAND BLOCK NO. 251, FOOR AND SWICKHEIMERE
VOLUME 1, PAGE 28, PLAT RECORDS ARANSAS COUNTY, TEXAS
FOR A TOTAL OF 2.069 ACRES.

SCALE 1" = 40' JUNE 3, 2022

I, J. L. BRUNDRETT, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY SHOWS A SURVEY ON THE GROUND OF THE FOREGOING PROPERTY AND THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS (EXCEPT AS SHOWN HEREON.)

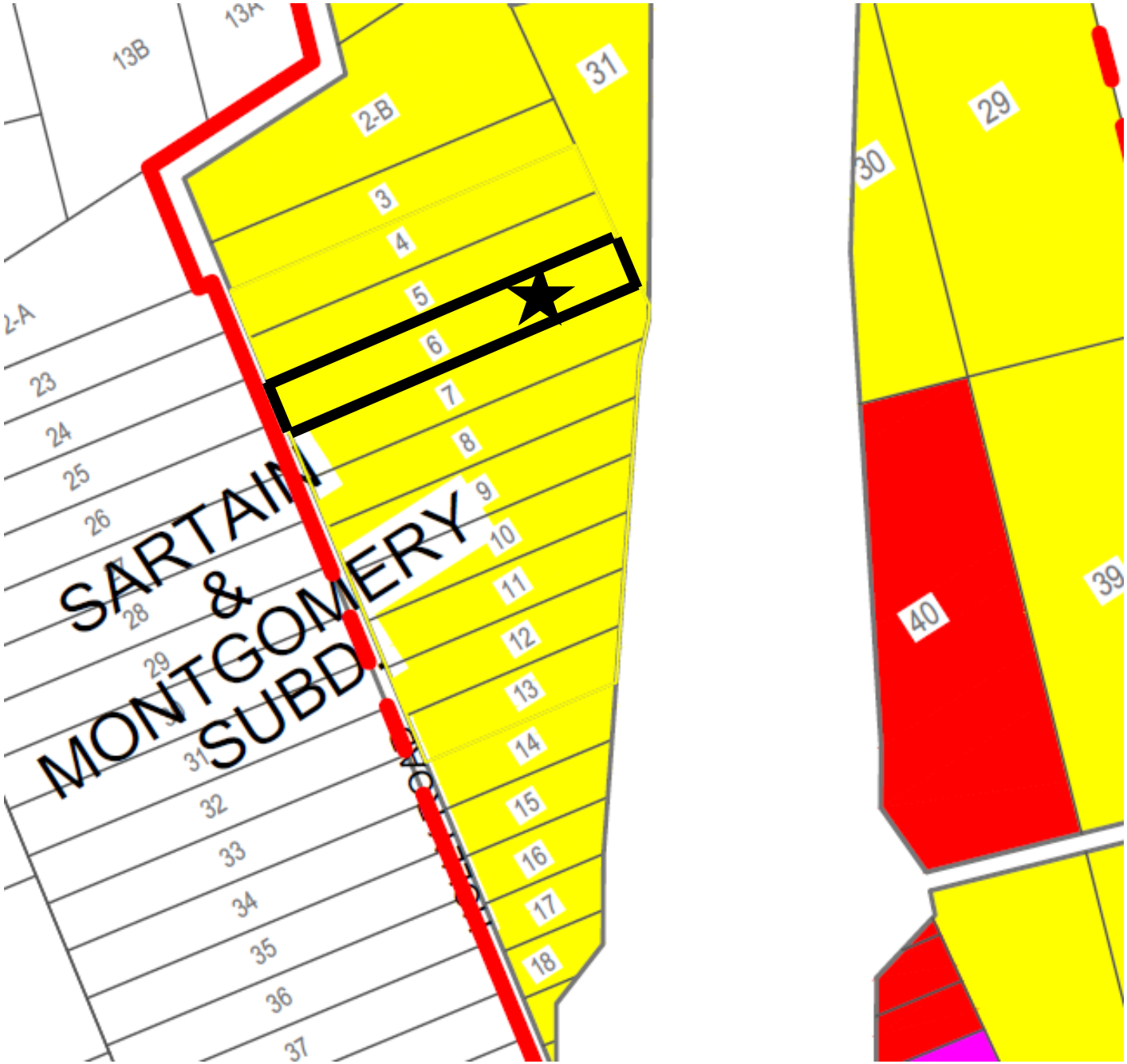
J. L. BRUNDRETT, JR., R.P.L.S. REG. NO. 2133
FIRM LIC. NO. 10004800; TBPE FIRM NO. R-414

STATE OF TEXAS
REGISTERED
J. L. BRUNDRETT, JR.
2133
PROFESSIONAL
LAND SURVEYOR

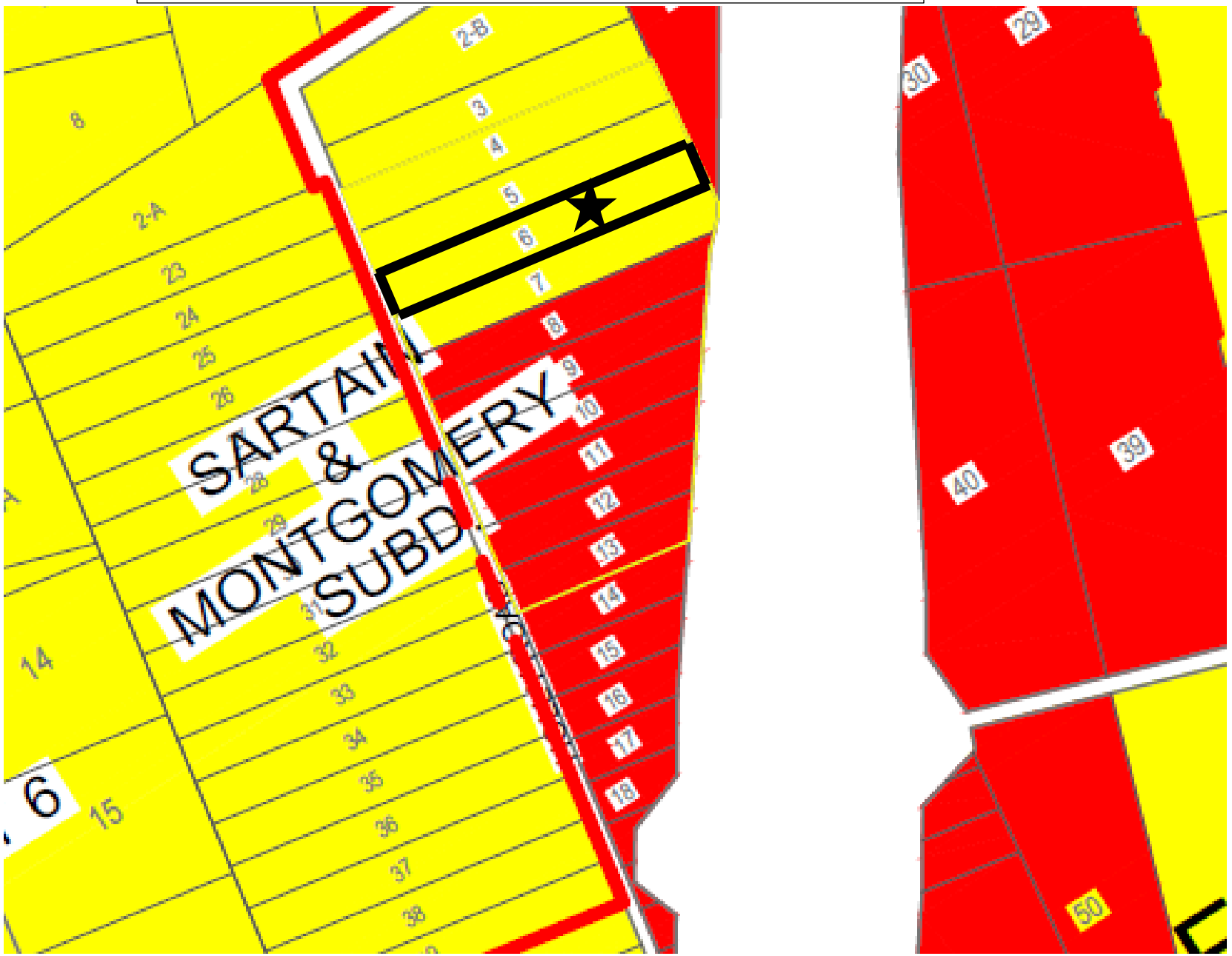

34565
34515
134
Circle
Area: 1080597.8 Square Feet
Perimeter: 3685 Feet
Radius: 586.5 Feet
30776
70779
35
28347
Distance: 206.5 Feet
28350
70311
70780
Distance: 212.6 Feet
28351
28355
70312
28357
28359
28344
28345
45463
Holly

Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
28350	Joshua & Jamie Mcalister	826 Holly Rd	154 Bateman Rd	Red Rock	Tx	78662
28347	DW & B Grant Properties LTD	808 Holly Rd	155 County Rd 330	George West	Tx	78022
28349	Strother Montie B & Rosa B Bullard	820 Holley Rd	603 Bent Creek Ln	Sherman	Tx	75090
28351	Robert Haug	832 Holly Rd	29 San Giovani Ct	Austin	Tx	78738
70312	Larry D & Christine L Robinson	838 Holly Rd	838 Holly Rd	Rockport	Tx	78382
28352	State of Texas	IS S H 35 Bypass	1700 N Congress Ave	Austin	Tx	78701
34515	Carol J Mackey	1631 S H 35 Bypass	PO Box 624	Rockport	Tx	78381

ZONING MAP EXHIBIT



FUTURE LAND USE MAP EXHIBIT



CITY of ROCKPORT, TEXAS

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, July 26, 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 to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 Mccombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

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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: Larry D. and Christine L. Robinson
Address: 838 Holly Rd City/State: Rockport, Tx

( ) IN FAVOR (X) IN OPPOSITION Phone: 361-549-4389

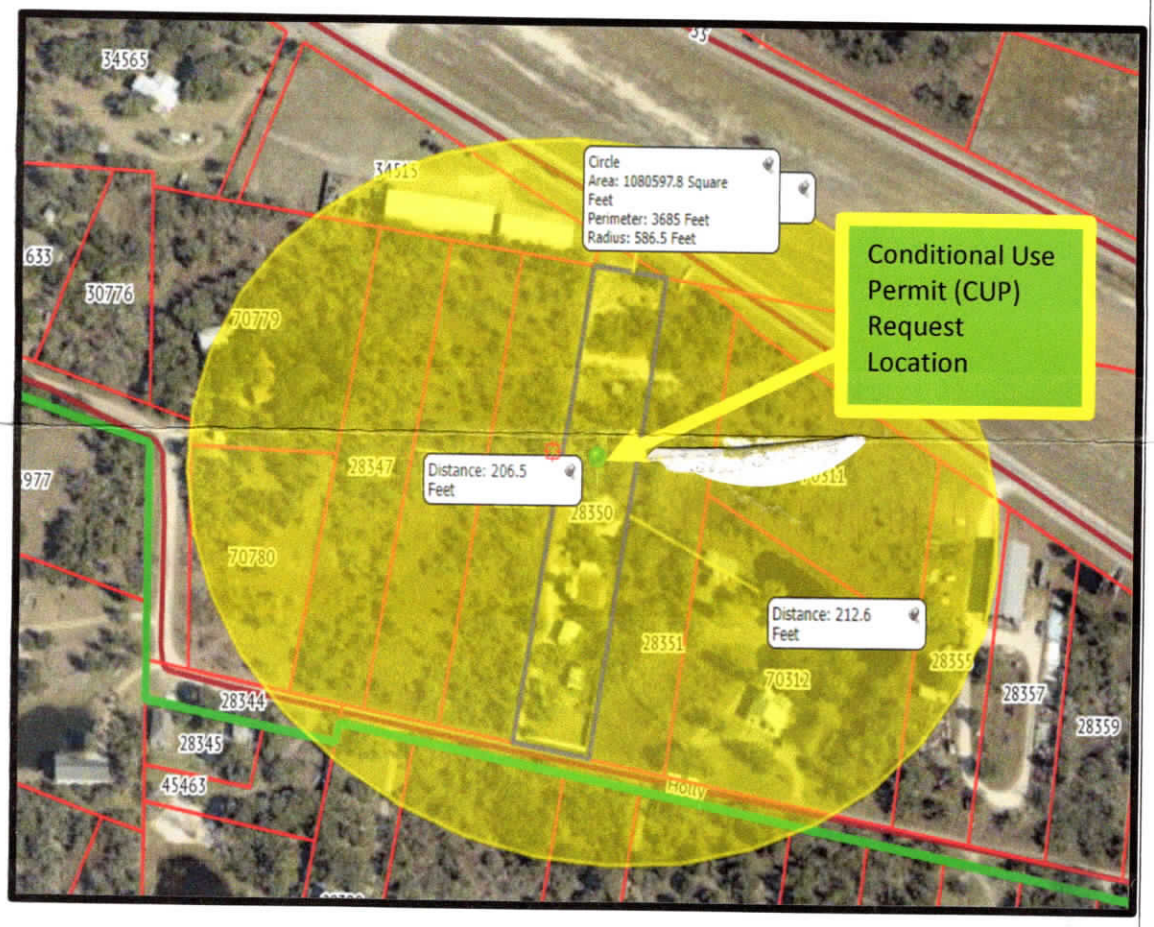
REASON:
It will Lower property values

Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

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



FAQ

Why am I receiving this notice?

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

What do I do now?

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

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

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

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

UNITED STATES POSTAGE PITNEY BOWES
02 1P $ 000.53⁰
0000884933 JUL 06 2022
MAILED FROM ZIP CODE 78382

Larry D & Christine L Robinson
838 Holly Rd
Rockport, Tx78382

SITUS ADDRESS: 838 Holly Rd

CITY COUNCIL AGENDA
Special Meeting: Tuesday, July 26, 2022

AGENDA ITEM: 12

Hear, deliberate and act on requests for Fiscal Year 2022-2023 grant funds from the Hotel Occupancy Tax Fund Account form the following entities:

a. Aransas County Council on Aging - Bountiful Bowl Pottery Fair/Rockport Clay Expo
b. Artisan and Crafters Market – Rockport Fulton Market Days
c. University of Texas Marine Science Institute – Bay Education Center
d. Rockport-Fulton Chamber of Commerce
    i. Marketing
    ii. HummerBird Celebration
    iii. Seafair
e. Friends of the Fulton Mansion - Fulton Mansion State Historic Site
f. Pan American Civic Association - Labor Day Music Fest
g. Rockport Yacht Club - Nautical Flea Market
h. Rockport Center for the Arts
i. Rockport Cultural Arts District
j. RockportFulton.com
k. Texas Maritime Museum
l. City of Rockport – Downtown Information Center & Restrooms
m. City of Rockport
    i. Tropical Christmas
    ii. Kite Festival
    iii. Whooping Crane Strut
    iv. Event Support
    v. Public Art
    vi. Visitor Transportation
    vii. Contract Services

SUBMITTED BY: Interim City Manager Richard Morton and Director of Finance Katie Griffin

APPROVED FOR AGENDA: RNM

BACKGROUND: The City's hotel occupancy tax (HOT) revenue continues to rebound following Hurricane Harvey and COVID-19 as tourism within Rockport increases.

Budgeted revenues for FY2021-2022 were very conservative yet incorporated the growth seen in regional tourism following the lift of the COVID-19 restrictions. Actual HOT revenues are expected to meet or exceed the budgeted revenues of $1,120,000.

Like revenues, budgeted expenditures of $1,120,000 for FY2021-2022 are conservative focus on maintaining the fund reserve balance at a level equal to 365 days of working capital. The HOT fund balance as of October 1, 2021, is $1,595,888, an increase from FY2020 of $568,243. With

budgeted revenues and expenditures equal, the fund balance is estimated to remain the same at the end of the fiscal year.

FISCAL ANALYSIS: Projected FY2021-2022 HOT revenues are expected to meet budgeted revenues. The City's fund balance policy requires 365 days of working fund balance for the Hotel Occupancy Tax Fund. The September 30, 2021, audited HOT fund balance totals $1,595,888, 520 days of working capital. The revenue projection for next year is $1,355,000. Total requests from local venues and organizations, including the City of Rockport, with intent to place heads in beds, for use of FY2022-2023 HOT funds total $1,792,293.

STAFF RECOMMENDATION: Staff is requesting the City Council to provide direction for the allocation of Hotel Occupancy Tax funds according to request from local venues and organizations for FY2022-2023 Proposed Budget.

Aransas County Council on Aging

FUNDING HISTORY							
FY 15-16	FY 16-17	FY 17-18	FY 18-98	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 1,500	$ 1,500	$ 2,000	$2,000	$1,500	$1,200	$1,200	$5,000

FAX COVER SHEET

ARANSAS COUNTY COUNCIL ON AGING
Senior Services Center
912 South Church Street
Rockport, TX 78382

TEL: (361) 729-5352
FAX: (361) 729-4826

Email: accoa60@yahoo.com

~~Fax~~ Transmittal Form

To: CITY OF ROCKPORT Date/Time Sent: 5/31/22 1:10 pm

Attn: CITY SECRETARY ~~Fax:~~ e mail tvaldez@cityofrockport.com

From: M.E. NIES Total Pages w/ Cover 9

MESSAGE:

H-O-T application

Thank you!

ARANSAS COUNTY COUNCIL ON AGING
912 S. CHURCH ST. ROCKPORT, TEXAS 78382
361-729-5352

ROCKPORT CITY COUNCIL

RE: HOTEL OCCUPANCY TAX FUNDING APPLICATION

Once again the Aransas County Council on Aging will be partnering with the Rockport Center for the Arts to bring pottery lovers to Rockport the first weekend in February. The 2023 event will be revamped to bring visitors an entirely new experience centered around the historical downtown anchored by the new Rockport Center for the Arts and the various art galleries in the surrounding area.

Our intent is to bring an exciting new experience to an already familiar event. Both Saturday and Sunday will be filled with exciting events showcasing talented Texas potters and our wonderful new Center for the Arts.

Our application for HOT funds is attached. Our marketing plan will expand upon our new venue and expanded list of exciting events. We will see you at the Rockport Service Center Training Room on June 7th at 1 p.m.

Sincerely,

Mary Ellen Nies, Executive Director

Hotel Occupancy Tax Funding Application

Date: 5-31-22

Organization Information

Name of Organization: ARANSAS COUNTY COUNCIL ON AGING

Address: 912 S. CHURCH ST.

City, State, Zip: ROCKPORT TX 78382

Contact Name: MARY ELLEN NIES Contact Phone Number: 361 729 5952

HOT Contract Email: menies46@yahoo.com

Web Site Address for Event or Sponsoring Organization: BOUNTIFULL BOWL POTTERY FAIR
ROCKPORT CLAY EXPO

Type of Organization: ____ Governmental X Non-Profit ____ Private/ For-Profit

Tax ID #: 74-213-9516 Organization's Creation Date: 1977

Purpose of Organization: To enhance the lives of those over 60 in Aransas County

Event Information

Name of Event or Project: Bountiful Bowl Pottery Fair

Date of Event or Project: Feb 4 & 5 2023

Primary Location of Event or Project: ROCKPORT CENTER FOR THE ARTS

Amount Requested: $ 5000

How will the funds be used: To market the event to the public using print, broadcast, TV signage and marketing consultant.

05/10/22

ARANSAS COUNTY COUNCIL ON AGING
Income/Expenses Bountiful Bowl
August 2021 through April 2022

		Aug '21 - Apr 22
Ordinary Income/Expense		
Income		
LOCAL MATCH		
Fundraisers		
Bountiful Bowl Pottery Fair		
Income		
Advertising Support	3,700.00	
Sponsorships	3,275.00	
Vendor Space Rental	1,125.00	
Income - Other	4,429.65	
Total Income	12,529.65	
Total Bountiful Bowl Pottery Fair	12,529.65	
Total Fundraisers	12,529.65	
Total LOCAL MATCH	12,529.65	
Total Income	12,529.65	
Gross Profit	12,529.65	
Expense		
Fundraiser Expenses		
Bountiful Bowl Expenses		
Awards/Prizes	525.00	
Misc Expenses	900.00	
Bountiful Bowl Expenses - Other	-325.00	
Total Bountiful Bowl Expenses	1,100.00	
Total Fundraiser Expenses	1,100.00	
Total Expense	1,100.00	
Net Ordinary Income	11,429.65	
Net Income	11,429.65	

additional expenses KIII - TV 1,200
Brochure printing 454

Primary Purpose of Funded Activity/Facility:

To promote the appreciation and sale of pottery. To raise money for our meals-on-wheels program. To attract visitors to galleries and other art attractions.

Percentage of Hotel Tax Support of Related Costs

45% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

10% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 0 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☒ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 5000

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under thiscategory: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from anothercity or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or nearthe city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 20

2. Expected Attendance: 1200 Prior year's attendance: 600

3. How many people attending the Event or Project will use City of Rockport hotels? 150

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   TBD

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2022	$ 1200	$	
2021	$ 1200	$	
2020	$ cancelled	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Survey attendees

6. Please list other organization, government entities, and grants that have offered financial support to your project:

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   $5.00 donation admission

   Used to cover expenses for meals on wheels program

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $ 1200
Radio: $
TV: $ 1200
Other Paid Advertising: $ 2600

Number of Press Releases to Media 20
Number Direct Mailings to out-of-town recipients e-mails only 150

Other Promotions

9. Will you include a link to local hotels on your website for booking during this event?
yes

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
yes

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Ads placement in Ceramic Monthly

12. What geographic areas does your advertising and promotion reach?
Regional Texas & neighboring states

13. How many individuals will your proposed marketing reach who are located in another city or county? Thousands especially Houston, Austin San Anto

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: ? Art Center

Percentage of those in attendance that are staying at area hotels/lodging facilities: 30 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Artisan and Crafters Market

Requested Amount: $60,000

Hotel Occupancy Tax Funding Application

Date: 06/03/2022 ~~Magazine~~ $30,000 yearly

Organization Information

$48,000 Facebook

Name of Organization: Artisan & Crafter Markets

0

Address: P.O. Box 2284 0

City, State, Zip: Rockport, Texas 78382

Contact Name: Tom Meinhausen Contact Phone Number: 361-463-0125

Yes, a link to RockportFulton.com will be used.

HOT Contract Email: admin@acmtexas.com

Web Site Address for Event or Sponsoring Organization: acmtexas.com facebook.com/rockportmarket

Yes

Type of Organization: _____ Governmental _____ Non-Profit __X__ Private/ For-Profit

Expansion of Facebook advertising, addition of billboards and mixed media.

Tax ID #: N/A Organization's Creation Date: 11/21/2016

Purpose of Organization: To bring, on a yearly basis, over 100,000 out of town shoppers to the Best Artisan Crafter Market in Texas that consistantly has over 150 vendors from across Texas.

~~San Antonio, Austin and surrounding areas.~~

Event Information

Name of Event or Project: Rockport Fulton Market Days

3 million yearly

Date of Event or Project: Every 3rd weekend of the month, 12 events each year.

Primary Location of Event or Project: Festival Grounds at Rockport Harbor

Amount Requested: $ $60,000

How will the funds be used: They wil be used to market Austin, San Antonio and surrounding areas. $20,000 will be on Facebook, $20,000 on Billboards and $20,000 on mixed media.

Primary Purpose of Funded Activity/Facility:

To bring tourism, which in turn brings me vendors.

Percentage of Hotel Tax Support of Related Costs

0% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 0 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☒ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 30,000

☒ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 30,000

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 13

2. Expected Attendance: over 100,000 yearly Prior year's attendance: over 100,000 yearly

3. How many people attending the Event or Project will use City of Rockport hotels? 10,000 yearly

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2021	$ 0	$ 0	3,000 yearly
2020	$ 0	$ 0	3,000 yearly
2019	$ 0	$ 0	3,000 yearly

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Survey at the event.

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   No admission charge. After all wages, comissions and expenses all net profits are reinvested into the events infastructure.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

06/03/2022

~~Newspaper:~~ Magazine $ $30,000 yearly

Radio: $_____

TV: $_____

Other Paid Advertising: $ $48,000 Facebook

Artisan & Crafter Markets

Number of Press Releases to Media 0

Number of mailings to out-of-town recipients 0

P.O. Box 2284

Other Promotions: Rockport, Texas 78382

9. Will you include a link to local hotels on your website for booking during this event? Tom Meinhausen 361-463-0125

Yes, a link to RockportFulton.com will be used.

admin@acmtexas.com

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Yes acmtexas.com facebook.com/rockportmarket

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? X

Expansion of Facebook advertising, addition of billboards and mixed media

N/A 11/21/2016

To bring, on a yearly basis, over 100,000 out of town shoppers to the Best Artisan Crafter Market in Texas that consistantly has over 150 vendors from across Texas.

12. What geographic areas does your advertising and promotion reach?

San Antonio, Austin and surrounding areas.

13. How many individuals will your proposed marketing reach who are located in another city or county? Rockport Fulton Market Days

3 million yearly

Every 3rd weekend of the month, 12 events each year.

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Festival Grounds at Rockport Harbor

Expected Attendance Monthly/Annually: _____

$60,000

Percentage of those in attendance that are staying at area hotels/lodging facilities:_____%

They wil be used to market Austin, San Antonio and surrounding areas. $20,000 will be on Facebook, $20,000 on Billboards and $20,000 on mixed media.

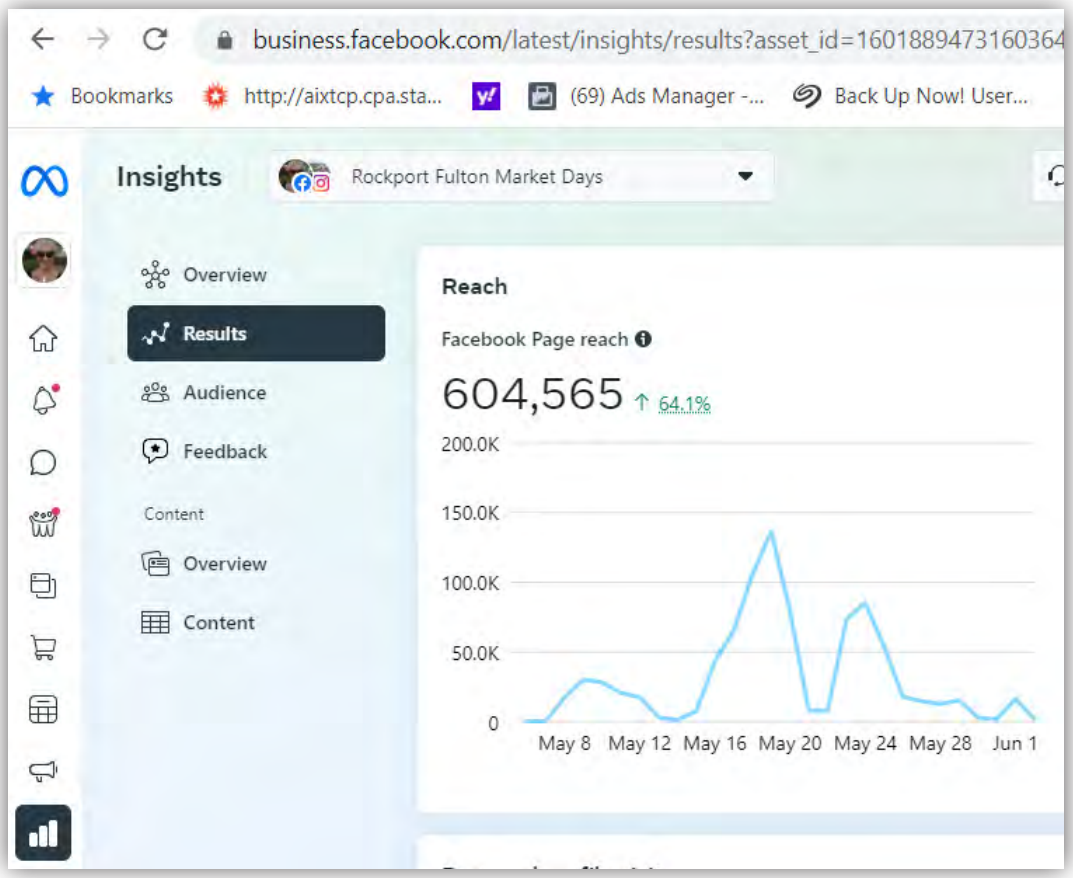
Please Submit to:

City of Rockport

City Secretary

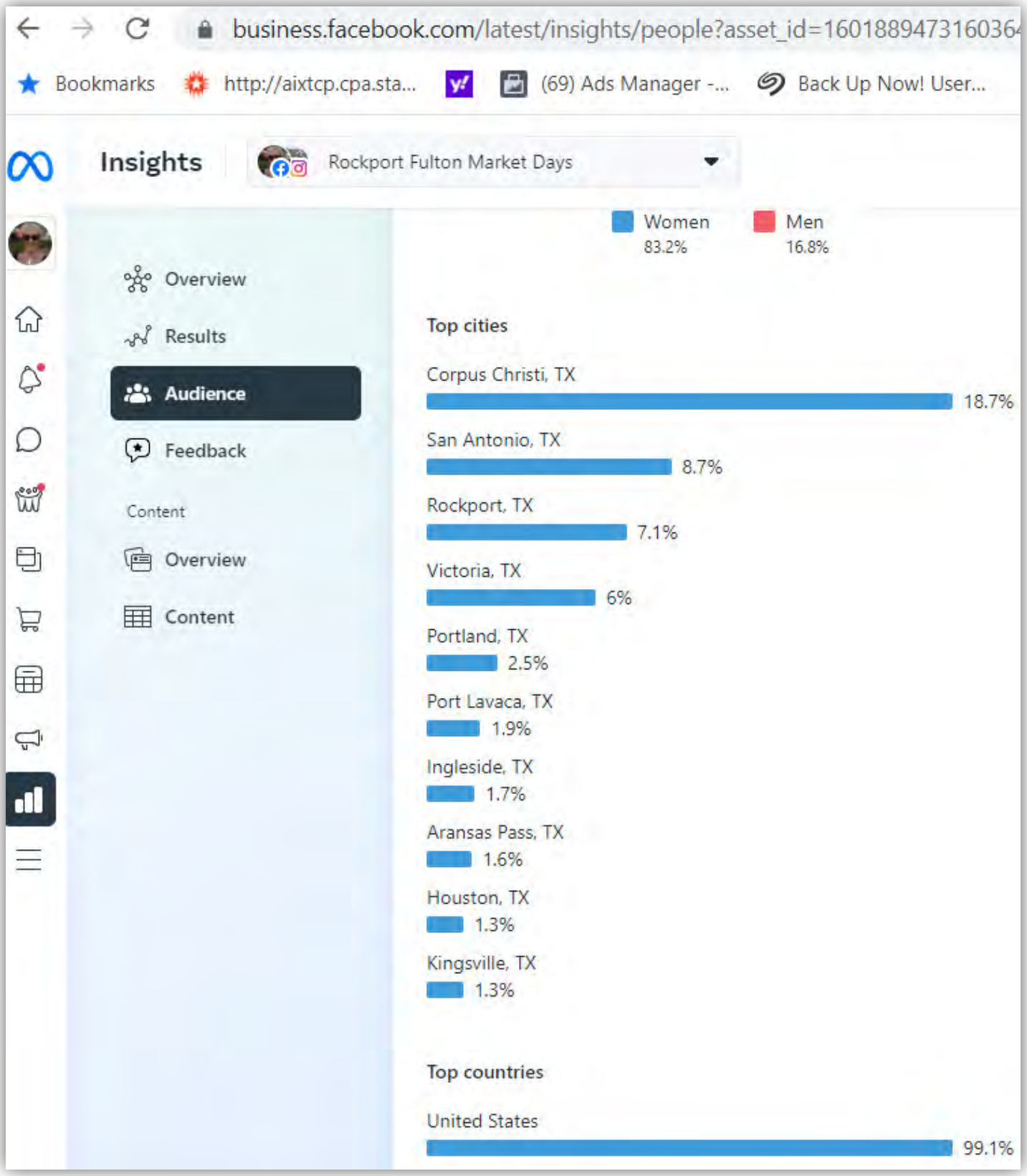
tvaldez@cityofrockport.com

Total Facebook Page reach in a 28 day period from May 4th - June 1st

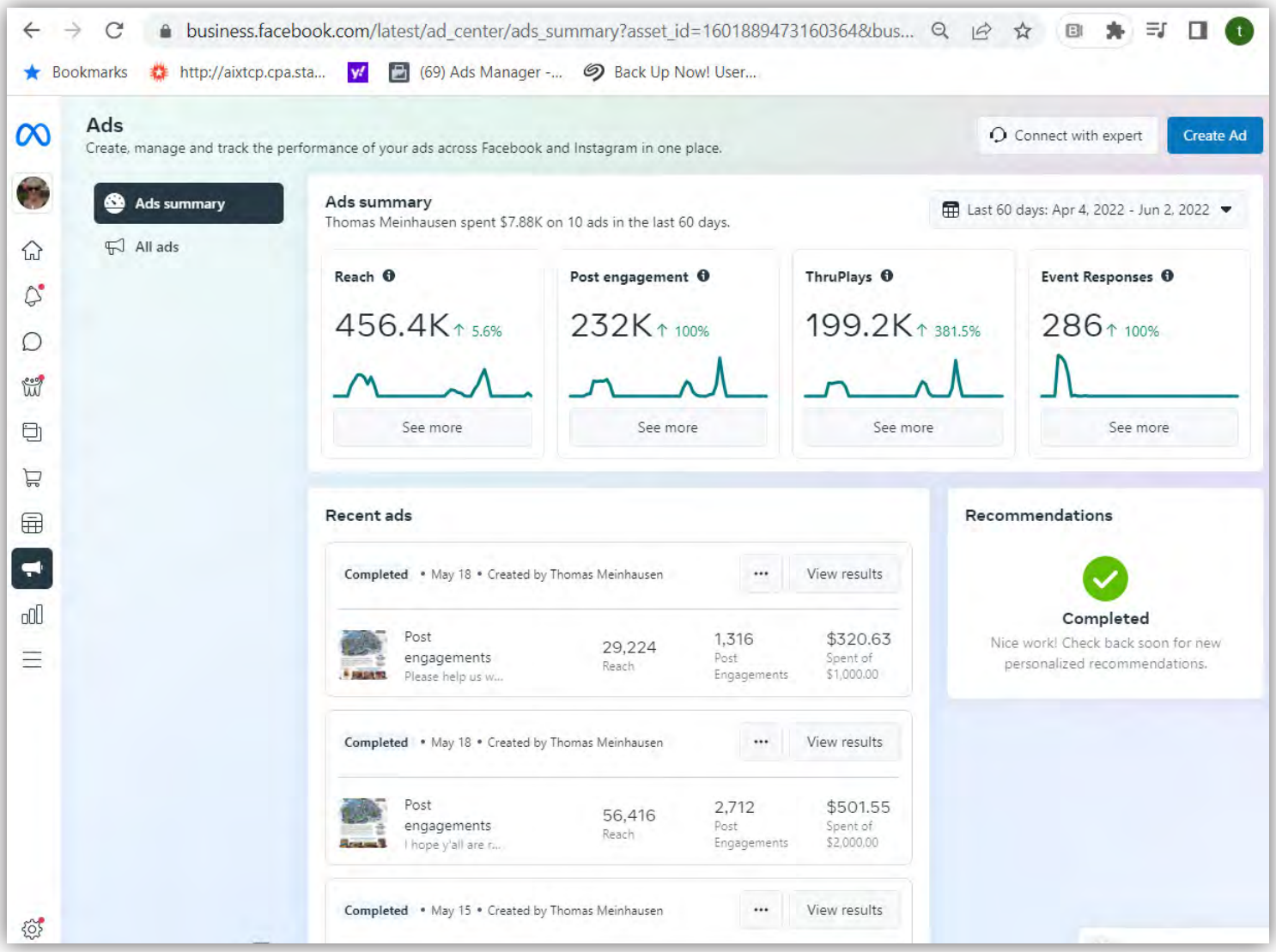


Based on these numbers, we reach over 7.2 million people unique visitors a year on Facebook

92.9% of our Facebook Page traffic comes from outside of Rockport and 61.1% comes from outside a 70 mile radius

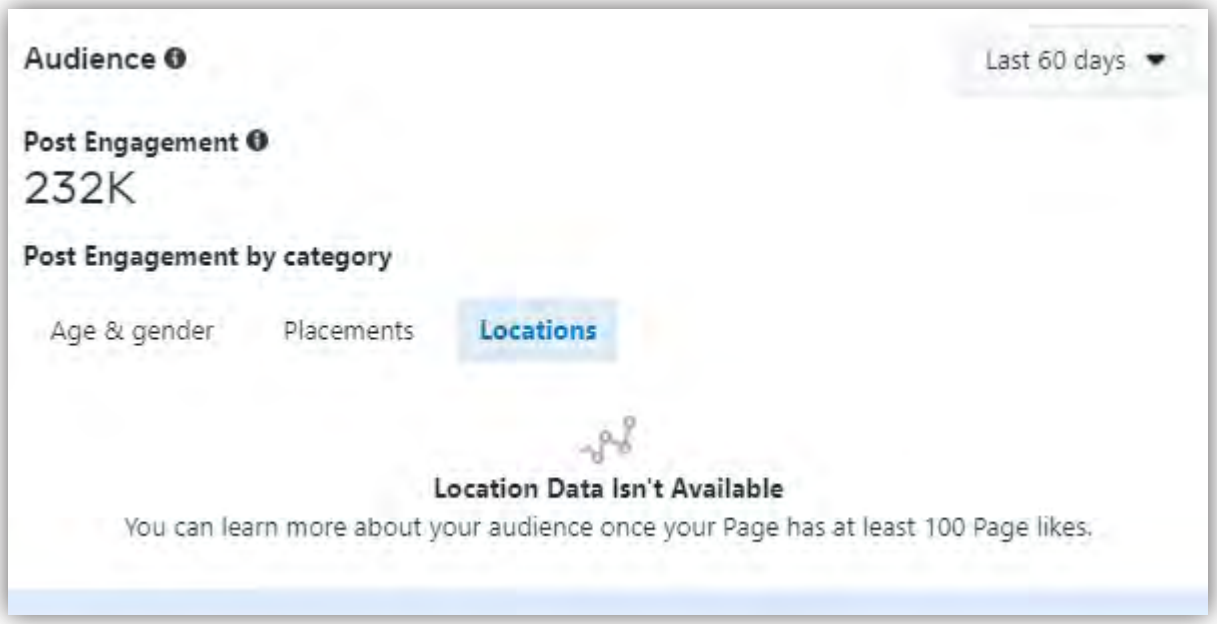


Paid reach results from ad spend of $7,880 in a 60 day period from April 4th - June 2nd

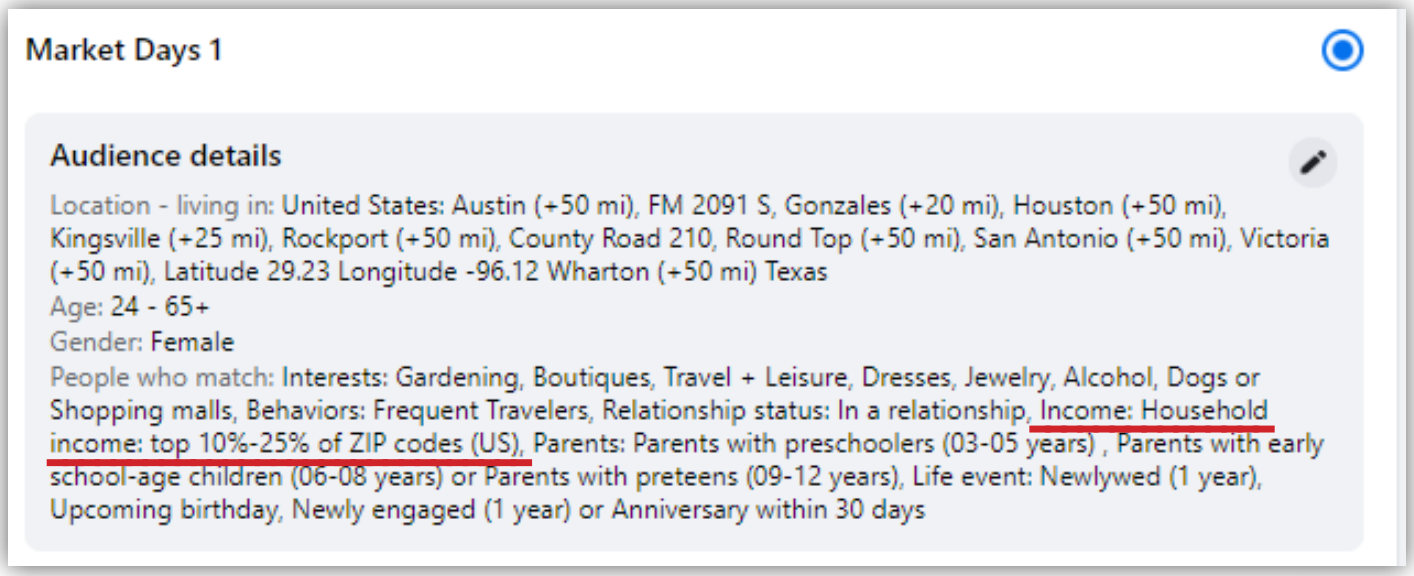


Based on these numbers, yearly ad spend is over $90,000 and paid reach is over 2.7 million

Post engagement over a 60 day period. Based on these numbers we have over 1.4 million engagements per year



This is our typical audience Demographics that we pay to reach with our advertising on Facebook. Note the income level of zip codes is the top 25%



Bay Education Center

FUNDING HISTORY						
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 0	$ 0	$ 0	$ 15,000	$ 15,000	$ 15,000	$ 15,000

Hotel Occupancy Tax Funding Application

Date: 5/16/2022

Organization Information

Name of Organization: Bay Education Center

Address: 121 Seabreeze Dr

City, State, Zip: Rockport, Texas 78383

Contact Name: Jace Tunnell Contact Phone Number: 361-244-8665

HOT Contract Email: jace.tunnell@austin.utexas.edu

Web Site Address for Event or Sponsoring Organization: http://missionaransas.org/

Type of Organization: X Governmental _____ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-6000203 Organization's Creation Date: 2006

Purpose of Organization: To enhance the public awareness and appreciation of the ecological and economic importance of the Mission/Aransas Watershed and surrounding bays.

Event Information

Name of Event or Project: Bay Education Center

Date of Event or Project: ongoing

Primary Location of Event or Project: 121 Seabreeze Dr

Amount Requested: $15,000

How will the funds be used: Funds will be utilized to help programmatic and visitor operations that enable us to enhance visitors' experience. Our operation adds value to the visitor experience in downtown Rockport and the beach area.

Primary Purpose of Funded Activity/Facility:

Earth, environmental and marine science education

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☒ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $ $15,000

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 7

2. Expected Attendance: approx. 4,000/yr Prior year's attendance: 3,350

3. How many people attending the Event or Project will use City of Rockport hotels? unknown

   Number of nights will they stay: unknown

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2019-2020	$ 15,000	$	
2020-2021	$ 13,000	$	
2021-2022	$ 15,000	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   We will work with the Chamber to provide data to them that captures out of town visitors.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   The University of Texas Marine Science Institute/ Mission-Aransas NERR will provide the bulk of operational and support money.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   No

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media Press releases are done throughout the year as programs occur
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions Social Media and News Releases

9. Will you include a link to local hotels on your website for booking during this event?
   NO

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    No

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    The Bay Education Center promotes the city of Rockport. All advertising done through social media and press releases mention the city of Rockport as the location of the event, program, or activity.

12. What geographic areas does your advertising and promotion reach?
    UNKNOWN

13. How many individuals will your proposed marketing reach who are located in another city or county? UNKNOWN

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: approx. 4,000/yr

    Percentage of those in attendance that are staying at area hotels/lodging facilities: unknown %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Rockport-Fulton Chamber of Commerce

FUNDING HISTORY						
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$327,000	$ 325,000	$ 370,000	$ 370,000	$ 360,000	$360,000	$369,000

Seafair

FUNDING HISTORY						
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 1,500	$ 1,000	$ 1,500	$ 1,250	$ 1,250	$ 1,500	$1,500

Hummerbird

FUNDING HISTORY							
FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$1,500	$1,500	$1,000	$1,500	$1,250	$1,250	$1,500	$1,500

Hotel Occupancy Tax Funding Application

Date: 5-20-2022

Organization Information

Name of Organization: Rockport-Fulton Chamber of Commerce

Address: 319 Broadway St

City, State, Zip: Rockport, TX 78382

Contact Name: Sandy Jumper Contact Phone Number: 361-729-6445

HOT Contract Email: tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockport-fulton.org

Type of Organization: _____ Governmental ___X__ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: 1952

Purpose of Organization: To work in partnership with businesses, individuals and governmental entities to promote commerce and tourism while maintaining the environment.

Event Information

Name of Event or Project: 2022-23 Marketing and Promotion Plan for the Rockport-Fulton area

Date of Event or Project: Oct. 1-Sept.30, 2023

Primary Location of Event or Project: Marketing our area as a tourism destination

Amount Requested: $ 369,000.00

How will the funds be used: For buying all forms of media to promote the Rockport-Fulton area as a tourism destination

Primary Purpose of Funded Activity/Facility: To grow the economy by bringing visitors to our community creating maximum hotel occupancies year-round.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category:
$_____

X **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 369,000.00

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance,

execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: As a program since 1986.

2. Expected Attendance: n/a Prior year's attendance: ____n/a__See attached model showing annual visitor numbers. Source: Prost Marketing.

3. How many people attending the Event or Project will use City of Rockport hotels? __n/a See attached Marketing Plan page 19____

   Number of nights will they stay: _____n/a_____

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____n/a_____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	**Assistance Amount**		**Number of Hotel Rooms Used**
	City HOT Funds	**Others**	
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)? Venue tax totals, room nights sold, hotel occupancy, Google analytics, -5-year strategic plan, Target SA Survey Data.

   _____

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project: Aransas County, Town of Fulton See overall Marketing Plan

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? n/a

   _____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet: See overall marketing plan attached.

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media Continual throughout the year
   Number Direct Mailings to out-of-town recipients all electronic and continual throughout the year

   Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event? ___n/a__

10. Will you negotiate a special rate or hotel/event package to attract overnight stays? n/a

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Rockport-Fulton Foodie Trail, GeoTour, Christmas on the Beach and County. We are excited about the exhibit for the 5th anniversary featuring Hurricane Harvey and our journey through the last 5-years.

12. What geographic areas does your advertising and promotion reach? Promotion of the Rockport-Fulton area as a tourism destination. San Antonio, Houston, Austin, HIll Country and our Winter Visitors coming in from the north.

13. How many individuals will your proposed marketing reach who are located in another city or county? $1M plus visitors around the state and nation

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: n/a

    Percentage of those in attendance that are staying at area hotels/lodging facilities:_____%

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

FIND YOURSELF IN

ROCKPORT FULTON

2022-23 Marketing & Promotion Plan







Marketing and Promotion

Local Attractions

Christmas on the Beach

Venue Support Committee

Attending State Events

Geo Tour

Hospitality Training

Aransas Pathways

#3 in USA Today's Best Coastal Small Town

Foodie Trail

Moving Forward

BEST COASTAL SMALL TOWN
USA TODAY 10BEST READERS' CHOICE 2021
#3–ROCKPORT

Rockport Fulton Chamber of Commerce

United States Chamber of Commerce ACCREDITED

Table of Contents

Executive Summary	3
Highlights of the Year	4
Letter from President/CEO	5
Update of Year from VP of Marketing and Promotions	6
Recap of Visitor Center Activity	7
Tourism Development Council Overview	8
Situation Analysis	9
Brochures, Collateral and Professional Organization Support	10
Target Market	11
Competitive & Environmental Assessment	12
Vision & Mission	13
Goals & Objectives	14
Budget	16
Appendix	

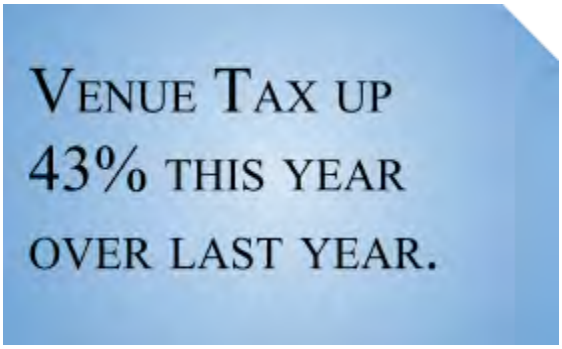
I. Venue Tax Chart
II. Hotel Occupancy Performance
III. Sample Ads

Executive Summary

The 2022-23 Marketing Plan is a strategic document designed to outline the process used to advertise and promote the Rockport-Fulton area.

The process begins in late spring of each year where our media buying team, marketing research consultant and our creative artist collaborate on best performances and what worked and didn't work.

The Tourism Development Council (TDC) then during its annual Marketing Workshop is presented with an overview of the year in terms of marketing and advertising. At this workshop, approximately 20 to 25 members of TDC, elected officials, and the media buyers, marketing research consultant and creative team members gather. They review highlights of the year with Chamber staff. They hold a goal setting session to prioritize a strategy for the coming year and beyond.



The Chamber staff works with the media buying team and the marketing research firm to draw conclusions, create the artwork, and study visitor behaviors and trends.

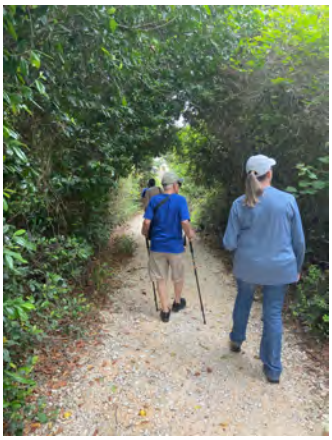
The total media budget for the combined marketing plan totals just under $500,000. It includes advertising purchases for radio, TV, print, online, outdoor (billboards) and an extensive digital ad campaign including all aspects of social media. It also includes a public relations program and ongoing marketing research programs. Careful evaluation is made in terms of Social Media.

The plan was approved by the TDC in May and submitted for approval to the Rockport-Fulton Chamber of Commerce Board of Directors in June. A presentation requesting the plan to be approved and funded is given to each entity receiving the hotel occupancy tax: City of Rockport, Town of Fulton and Aransas County.

The plan is set in motion for the fiscal year beginning October 1 and ending September 30.

The Rockport-Fulton Chamber of Commerce is privileged and honored to coordinate the combined marketing effort for the Rockport-Fulton area. The hotel occupancy tax was implemented in the early 1980s. Since that time, the funds have grown to more than $2.5 million. The Chamber began receiving these hotel occupancy tax funds, for marketing and promoting the community, in 1983. This has allowed the marketing and promotion plan to expand from a single newspaper ad to a full Marketing and Promotion Campaign.

As you review this plan, you will find an overview of the TDC, the year's goals and objectives listing what we would like to achieve - a situation analysis, our target market and strategy, a budget for the year, an implementation plan and evaluation and control metrics. In the Appendix section, we have included pertinent charts and graphs of marketing research and samples of creative ads we feel are important and complete the plan.







The Spring Fling Outdoor Writers Event held each April continues to yield very good articles featuring the Rockport-Fulton area in the news. This year, the media was interested in the traveling Spanish explorer. They fished and visited local attractions and Aransas Pathways sites.



2021-22 Tourism Highlights

- Marketing and Promotion - New Ad Campaign and Digital Tour developed "Find Yourself on the RF Foodie Trail", Press releases, Media interviews, updates on the website. Hosting meetings Local Attractions, Collaboration with Aransas Pathways and Local Attractions. Consistent Postings "Live" on social media. Spring Fling Media Event to attract travel and tourism stories to our area.
- RF Foodie Trail on YouTube - Fully Digital Restaurant Weeks with 25 restaurants participating allowed us to promote the unique restaurant experience available here.
- Local Attractions and Events Oct 2021 – June 2022 - Local Attractions meet monthly, reviewing and revising calendars and upcoming events as needed. Grand Opening of the Fulton Pier, Halloween on Fulton Harbor, Halloween in the District, Rocktoberfest, Rockport Film Festival, Guy Clark Festival, Aransas Pathways Southern Trail Opening, Lamar Market Days, Shop Small Saturday, Tropical Christmas, Christmas in the District, Caroling at the Mansion, Gospel Music Festival, Winter Texan Appreciation Day, Clay Expo, Bountiful Bowl, Car Art Show, Oysterfest, Whooping Crane Strut, Crawfish Festival, Art Festival, Kite Festival, Wine Festival and other local events. At least 1 big event per month throughout the year.
- Rockport named #3 in USA Today's Best Coastal Small Town – This year at #3, we were honored once again to be named among the Top 10 Best Coastal Small towns in the United States. Received nomination for 2022 in May.
- HummerBird and Seafair – Continue to coordinate these events with a focus to help the economy during this slow period.
- Christmas on the Beach –5,059 people visited the Christmas on the Beach Drive Thru Display 62.54% visiting the display were locals and 37.46% came to visit from outside our community. $8,000. Distributed among 15 non-profit organizations.
- Attending State Events –Texas Festival and Events Annual Conference - San Antonio, Winter Texan Expo –McAllen, Texas Travel Tourism College, Texas Travel Alliance's Unity Dinner and Conference.
- Hospitality Training – Quarterly Training scheduled. One off site training available
- Introduced GeoTour – Generating over $6,600 to date for the community in overnight stays, dining out, Gas and Groceries. This only accounts for caches that have been finished. Many more to come.
- Aransas Pathways - New Aransas Pathways Map developed which includes the newest southern trail now highlights bike trails, changes, and improvements along with a QR code. History Center exhibits including Vietnamese Heritage focus.
- Venue Support Committee – A new venue support committee has formed. Meetings will commence as we develop this position.
- Moving Forward - Recovery Campaign including Our Journey - A multi-dimensional exhibit in the Visitor Center including 8 panels with a storyline, a Hurricane machine, and artifacts on shelves.

Our Journey ... We united, remained strong and we prevailed.

It takes a team: Tourism, our economic engine, is a collaborative effort by so many people

By Diane Probst, CCE
President/CEO


Diane Probst, CCE

USA Today readers said it best naming our community #3 on the Best Coastal Small Town List.

Digital Advertising has been a big part of this past year allowing us to reach so many more people through geofencing and geotargeting.

We continue to get phenomenal news coverage throughout the year keeping our community in the forefront. When I say "we" I am speaking of the many, many people in the community working to increase bringing more visitors, improving our tourism product and keeping the public informed about what there is to do in our community. This joint effort is amazing and something I think everyone is very proud of.

Here are dynamic figures defining the impact of tourism on the Rockport-Fulton area:

- Tourism is the largest employer in Aransas County employing some 1,160 people and growing.
- Spending from visitors in Rockport, Fulton and the County totals to $117.9 million annually, a 5.9% change since 1990, when tourism spending was $26.9 million. In the late 1980s and the early 1990s, the local entities began collecting the hotel occupancy tax at the request of the Chamber. The entities have contracted with the Chamber for the marketing and promotion of the area as a joint promotion effort since that time period. The marketing and promotion fund began with a bank loan at $30,000. The Marketing Plan budget now is $500,000.
- Venue tax collections, the 2% portion of the tax on overnight stays voted by the general public in 2011 to spend on the recreation projects of Aransas Pathways, are on a steady increase. This collection is a good measurement for determining our marketing efforts are working because it is a flat tax collected by all properties equally. It should exceed $750,000 this year. This is remarkable since early projections showed the figure at $300,000.
- Tourism has a $3.6 million impact in local tax receipts and $6.8 Million in state tax receipts due to tourism.
- Aransas County ranks in the top 25% of counties in Texas in terms of tourism impact.

We continue to put forth our best efforts in training our staff in the area of Visitor Center, our tourism department and staying abreast of legislative changes as they relate to tourism. It takes teamwork and I congratulate our staff for raising the standard. Our dedication and devotion to this community is shown in our delivery.

Our Tourism Development Council continues to meet six times a year reviewing the marketing and promotion strategy of the area. The Marketing Workshop continues to be the highlight of the year as we focus on upcoming projects and promotions.

As you review the material in this marketing and promotion plan, it is our hope you get a real sense of how the promotion of our community is "Working together … with a common goal… increase the number of visitors staying overnight."

> "A great team working together with a common goal… increase the number of visitors staying overnight and in turn help our community prosper."

Moving forward with our Journey… Embracing Change

By Sandy Jumper
VP Marketing & Promotion



Sandy Jumper, CTE, TDM
VP Marketing & Promotion

It seems that in this fast paced world, our workplace, our life and everything around us is changing daily, and we have to adapt and move forward! We have to find innovative ways to keep relevant. Embracing change has been our theme for the past years and in doing that, it has allowed us to keep moving forward.

We hold monthly meetings with staff and/or leaders of our Attractions. We introduce new ideas and work closely with entities on local events.
We are constantly trying to think of ways to bring visitors to our town. We incorporate new programs such as the GeoTour and the Rockport-Fulton Foodie Trail. We try to make improvements and seek out different ideas for our tried and true events such as HummerBird, Seafair, Spring Fling media event and others. We assist all other community events with marketing and promotion in some form or fashion.

Once again Rockport-Fulton has received national publicity. We were named # 3 *Best Coastal Small Town* in USA Today's 10Best. We are once again in the running for the 2022 nominations. We continue to advertise in newspaper publications, magazines, billboards and online ads. The Tourism Email program has a reach of over 70,000. Social Media continues to grow. Facebook has over 67,000 likes. Advertising in Austin, Houston and San Antonio, allow us to reach an otherwise unattainable audience. We promote our local hotels, restaurants and attractions and events through appearances on San Antonio TV, Austin Cable Channels, and *What's Rockin in Rockport-Fulton* live radio show in New Braunfels. We have a great rapport with our area TV stations and have received much coverage on our events and other local activities.

My personal goal is to continue education and skill development within the tourism industry. I continue to stay involved with state and regional associations such as Texas Travel Alliance, Maintaining my Certified Tourism Executive status; Texas Association of Convention and Visitor Bureaus, currently on the Destination Marketing Specialist committee, I am a board member for Texas Tropical Trails and Texas Coastal Bend Regional Tourism Council and also on the Aransas Pathways Committee.

Special thanks to our three governmental entities: Aransas County, City of Rockport, and Town of Fulton for your support and for keeping our community on an upward progression! Thank you to Chamber President/CEO, Diane Probst, for being dedicated to moving ahead during a very difficult year. Thank you to our TDC Chair, Jessee Pilgrim and our remarkable Tourism Development Council, also to Helen Thompson Media, Prost Marketing, our dedicated Chamber Staff and to everyone who assists in helping people to "Find themselves in Rockport-Fulton "!

Be sure to share posts from our Social Media channels.

Facebook Page - VisitRockportFulton

Twitter - CharmofTxCoast

Instagram - visitrockportfulton

Always remember to #findyourselfinrockportfulton

Visitor Center is serving visitors throughout the year

The Visitor Center is here to serve the visitors to the Rockport-Fulton area. It continues to be a very popular stopping place for tourists and locals alike. Annually, we serve just under 15,000 walk-in visitors.

We have received a great response from inquiries generated by advertising in publications such as Texas Monthly, Texas Highways, Tour Texas and Go Texas online. As we receive these addresses via electronic mail, we email a digital event listing to them.

Visitors coming to the building continue to be amazed at what a beautiful addition it is to our area. The landscaping is geared to attracting various species of birds, especially hummingbirds. Donated landscape glass rock was added to allow for less overall maintenance.

Our Charmers are a very important feature to the Visitor Center. They are volunteers who make all of our visitors feel welcome. They are ready to help make everyone's visit more interesting, and showcase the Rockport-Fulton area. We present them with an update on our community and calendar of events along with a monthly tour of the town and lunch in appreciation for their time and dedication.

Once inside the Visitor Center, guests spend time looking at the map room with its beautiful bird mural, our history timeline and the viewing panels. We often get comments about how much it is like a museum, we have had people in here for a long time just taking in all the information. To expand on that interest we have the digitized Historical Driving Tour.

Our gift shop continues to offer maps and postcards. We are constantly on the lookout for brochures and items that will reflect our wonderful coastal home as well as promote our member businesses. Come by and say "howdy" and see this jewel for yourself.

The Chamber continues to stay up with what the visitor wants.

Activity in the Visitor Center *Jan-Dec. 2021*

Visitor Emails 12,125	Walk-ins 15,641
Relocation Packets 183	Goodie Bags 1,139
Phone Inquiries 557	Website 21,000 monthly



Front door of Visitor Center; Welcome and inviting

Our Journey Exhibit coming in August for the 5th Anniversary of Hurricane Harvey

A "Our Journey" exhibit is in the works that will tell about the hurricane and what we went through. It will open on the 5th anniversary week of Hurricane Harvey. It will feature panels of information as well as a hurricane simulator machine. A visitor will walk through and read about what our community went through in terms of the timeline, the heartfelt giving, the debris, the news, volunteers and more.

The Visitor Center will be the starting point and the visitor will receive information on other locations such as a "It's Still Standing Exhibit…A Hurricane History of the Fulton Mansion, special programming at the Friends of the History Center for Aransas County and a listing of places to visit around the community showing remnants of Hurricane Harvey.

Tourism Development Council Overview

The Tourism Development Council (TDC) is an 18-member representative mix of businesses, individuals and government officials. TDC, also known as The Council, is the governance aspect of the marketing and promotion effort. The Council sets forth the goals and objectives for the year. It identifies prospective target groups and studies the types of visitors who are coming here and why they come. This information allows the Council to make informative and effective decisions. There are six meetings per year.

A creative team, media buying experts, and Chamber staff review ads for their placement and creativity, length of run and return on investment, budgeting, etc. As a result, a multi-page Marketing Plan is created.

The combined efforts of the above and a lot of energy result in a plan to impact our economy through tourism in the Rockport-Fulton area. Current members of the Council are:

Jessee Pilgrim, Chair
Dawn Huff, Vice Chair
Bubba Casterline, Aransas County Commissioner
Andrea Hattman, Rockport City Councilwoman
Mary Ann Pahmiyer, Town of Fulton
Robert Mitchell, Past Chairman of the Board
Donna Townsend, Chairman of the Board
Courtney Sanchez, Chair-elect of the Board
Jatin Bhakta, Hampton, Fairfield, LaQuinta
Craig Griffin, Inn at Fulton,
TG's, Charlotte Plummers
Luis Puron, Rockport Center for the Arts
Pam Stranahan, History and Aransas Pathways
Justin Parkoff, Texas Maritime Museum
Dawn Walker, Anglers RV Retreat
Eric Soness, Rockport Little Theatre
Amy Garcia, Spears & Co.
Suzanne Villa, 1st Community Bank



Members of the Rockport-Fulton Chamber of Commerce Tourism Development Council met to review the media selections for the 2022-23 year. The group heard presentations on best media in use for promotion in the state of Texas, social media results, visitor website and social media analytics and hotel occupancy numbers.

The group reviewed the budget numbers in terms of collections per entity and moving forward. The 8-strategic goals, strategies and tactics are in the last stages of development. A special presentation of those goals and where we are is available upon request.

The group met for its annual workshop at the end of March at the Rockport Country Club with 22 members and media representatives present.

Situation Analysis

The Rockport-Fulton Chamber of Commerce is under contract with the City of Rockport, Town of Fulton and Aransas County Commissioners' Court to advertise and promote the community with funding from the hotel occupancy tax. Expenditures of the hotel occupancy tax are required by statutory law to be spent to directly enhance and promote tourism and the convention and hotel industry.

Tourism is a good investment of taxpayer dollars – for the state of Texas every $1 spent on Texas travel advertising, it generates $7 in return tax revenues to the state.

Hotel occupancy tax imposed on an overnight stay in Rockport, Fulton or the County totals 15%. To break that down, each governmental entity collects 7%, the state receives 6% and the remaining 2% is the Aransas County Venue Tax. The Venue Tax funds the Aquarium Education Center (when it is rebuilt) and Aransas Pathways Projects.

We fluctuate around 1,500 hotel rooms and just under 1,000 short term rentals. If these rooms were full one half of the year (182 days), that would mean (2,500 x 2.5 [less than state avg. of people in a group] = 6,250 @182 days (annual occupancies are averaging a little more than 50 percent) approximately 1,137,500 visitors are driving to our community and staying in our establishments. Also, we need to take into account the visitors that come to our homes year round or visit relatives for the weekend.

We have additional visitors staying in our resorts and RV parks. During the winter months, RV Park occupancies reach 95 %. We have approximately 5,500 RV spaces (hookups) so with that you can estimate approximately 3,000 to 5,000 Winter Texans adding to our population during this winter month period.

Also, if you tally visitors coming into town to enjoy our local attractions, events and festivals you can account for approximately 50,000 to 60,000 day trippers. (See

Our local attraction leaders and staff gather monthly to collaborate and coordinate calendars. This area is fortunate to have many local attractions to enhance the visitor experience. Those local attractions include Rockport Beach, Aransas National Wildlife Refuge, Goose Island State Park and the Big Tree, Fulton Mansion, Texas Maritime Museum, Rockport Center for the Arts, Aquarium at Rockport Harbor (to be rebuilt), Key Allegro Island, Connie Hagar Wildlife Refuge and Sanctuary, Golf Courses, Community Aquatic Park, Memorial Park, Lamar Cemetery, Stella Maris Chapel and Schoenstatt Shrine, Copano Causeway, Bay Education Center Science on a Sphere, Fulton Convention Center, Fulton Pier, Fulton Schoolhouse Museum, Rockport Community Theatre, piers, and harbors and Aransas Pathways - featuring sites for birding, history, kayaking and hike and bike trails.

Market definitions are:

- Core – Cities within a 200 mile radius. (San Antonio, Austin, Houston)
- Secondary – Cities within a 75 mile radius.
- Out of State – Minnesota, Michigan, Iowa, Illinois, Wisconsin, Kansas, New York and Canadians are the major states/countries where our winter visitors originate from.



USA Today readers voted Rockport as the #3 Best Coastal Small Towns in the USA. We have been able to incorporate the logo in the advertising throughout.

All local photographers' photos are featured.

Collateral materials include:

- General brochure/New Welcome piece
- 100 things to do list
- Pathways Map
- Lamar "Across the bridge" brochure
- Event Listings
- Fishing Guide List
- Birding Boat Tour Sheet
- Restaurant listing / Foodie Trail
- Visitor Map

Trade Show participation includes: Houston - San Antonio – McAllen and the Coastal Bend Region. Those shows are: International Travel Fair in McAllen and the Coastal Bend Travel Fair at various locations in the region.

Professional partners, alliances, support organizations, etc. include:

- Texas Assoc. of Convention and Visitors Bureaus
- Texas Travel Alliance
- Texas Hotel and Lodging Association
- Texas Festivals & Events Association
- Texas Department of Economic Development – Tourism Division
- Texas Department of Transportation – Tourism Division
- Texas Coastal Bend Regional Tourism Council *(Sandy Jumper is serving as President this year)*
- Texas Parks & Wildlife / Great Texas Birding Classic / Paddling Trails Program
- Texas Tropical Trails
- Texas Independence Trails
- Texas Chamber of Commerce Executives/Texas Assoc. of Business
- US Chamber of Commerce



Texas Travel Alliance Unity Dinner

(Pictured L to r, Mayor of Rockport Pat Rios and his wife Patty, Jordan Pilgrim with his wife, Jessee Pilgrim and chair of TDC, Jared East, Marketing Assistant, Sandy Jumper, VP of Marketing and Promotion, Diane Probst, President/CEO and her husband Mike Probst, editor and publisher of the Rockport Pilot. The event was held in Houston at the George R Brown Convention Center. It featured legislative and tourism officials from across the state.

Target Market - It is unrealistic to think we can attract everyone to our community. We have defined our target market through ongoing marketing research with Prost Marketing. Defining our target market has helped decide where to commit resources and what kinds of promotional methods and messages to use. Our defined target market is the following:

1.) Targeted priority travel areas
   - Feeder Markets (San Antonio, Houston, Austin/New Braunfels)
   - Special Interest Categories (General/families with kids, fishing, birding, art, and history)

2.) Targeted (Primary) Adults 45+, college plus educated with household income levels of $100K+
3.) Targeted (Secondary) Adults 25-54 with some college education and household income levels of $75K.

** Source: Prost Marketing, San Antonio, Texas*



Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

This offers us a realistic assessment of our destination's total picture. Strength is an asset that can be used to improve our competitive position. A weakness is just the opposite – a resource or capability that may cause us to have a less competitive position, which can adversely affect tourism. Opportunities are developed from our positive circumstances. Threats are viewed as problems that focus on our weaknesses and create a potential negative situation. A competitive and environmental assessment is a factual analysis that is both objective and subjective.

This analysis includes looking at our competition, looking at ourselves as a community, and looking ahead to the next five years.

We continue to monitor our SWOT (strengths, weaknesses, opportunities and threats) Performance Analysis of our community.

The continual review is as follows:

Strengths include the usual great variety of outdoor activities, coastal friendly community, artistic, events, safety, venues, climate, pride, charm, family oriented, and overall maintenance upkeep of parks, facilities and amenities. New and bright future with growth over the next five years. The Silver Linings coming our way due to the hurricane are helping our community shine in the recovery efforts.

Weaknesses include keeping our charming coastal community atmosphere as we grow, a worker shortage, weak affordable housing market, poor labor pool, not enough youth activities, hard to communicate, no place for the youth to hang out, not enough higher paying jobs, petty theft and costly medical facilities.

Opportunities include a great place to do business, more marketing of venues to attract the midweek business, more marketing to promote the history in our community, more marketing of Aransas Pathways and filling vacant buildings. The onset of economic diversity through assistance from the Economic Development Corporation.

Lastly, ***T***hreats identified were weather (i.e. Hurricane, flooding, wind, etc.), Oil spills, bacteria in the water, Red tide, advanced technology leaving us behind the times and our infrastructure. Transportation through town will be more difficult. Growing too fast and losing our charming coastal appeal.

Vision & Mission Statement

The vision of the Tourism Development Council (TDC) is to be a vibrant tourist destination where natural beauty abounds.

The mission of the TDC is to provide the City of Rockport, Town of Fulton and Aransas County and its residents with a coordinated, professional advertising and promotional program to make Aransas County and the Rockport-Fulton area a premier travel destination.

The primary objective of TDC is to create maximum hotel occupancy within our community through a marketing program aimed at attracting and securing overnight visitors who will impact the economy of the Rockport-Fulton area.

Through our tourism efforts, we can stimulate trade and commerce and help diversify the economy. This sustains jobs and improves the quality of life for the residents of the Rockport-Fulton area.

Find Yourself on the Rockport-Fulton Foodie Trail

297 users in a two-month period

(285 from Texas, others from New Jersey, Michigan, Oklahoma, Mississippi, California and Wisconsin)



Pictured, l to r, Craig Griffin, Mayor Rios, Judge Mills, Sandy Jumper, Sam Lalamia, Mayor Cole, and the Meinhausen girls.

With 25 restaurants, coffee shops and dining establishments on the tour, it allowed focus on just the restaurant experience. We have a unique opportunity here in the Rockport-Fulton area with the majority of our restaurants not being owned by chains or franchises. Each of our restaurants have their own unique identity.

We held a press conference to announce the tour. At the press conference, one of our Charmers, our volunteer greeter in the Visitor Center, prepared seafood gumbo. The Foodie Trail includes prizes of Coffee, Fish Rubs, T-Shirt, and a chance on the Wall of Fame when visitors or locals check-in to participating restaurants.

We took the opportunity a step further and loaded YouTube videos for each participating establishment. The content of the videos allowed us to promote the restaurants from a visual perspective.

Goals & Objectives

During the annual Rockport-Fulton Chamber of Commerce "Tourism Marketing Workshop", elected officials, members of the Tourism Development Council, media buyers of Helen Thompson Media and our marketing research person – Deb Prost Marketing of San Antonio reviewed past performance, data, future promotion possibilities and goals for the coming year.

Prior to the goal setting process, a presentation of four research data studies completed over the course of several years was reviewed. This helped bring forward a more clear and thorough picture for better overall decision making. The sessions then focused on the media buys for the coming year as prepared by Helen Thompson Media out of San Antonio. The buys included new ventures with online media with a focus on "GeoFollow" of targeted demographic clientele interested in visiting our area, print, broadcast TV in major markets including live interviews on radio and TV shows. The top goals the group are focused on include:

Goal #1: Develop, Implement, Market On-Going Evening Excitement/Activities

Goal #2: Visually Communicate Post-Storm Rebuilding To Date

Goal #3: Develop Consumer Packages And Then Market Them

Goal #4: Encourage More Use Of Aransas Pathways Sites

Goal #5: Training For Hospitality Employees

Goal #6: Food And Beverage Concessions On The Beach

Goal #7: Increase/Enhance Festivals

Goal #8: Build The Meeting Market (Particularly Mid-Week)

The Tourism Strategic Plan is available upon request where you will find the method/steps, obstacles, responsibility, milestones, and measurements for each goal.

Strategy Forward:

Increase outdoor boards to $42,350. This has allowed for better boards and to extend the contract for a month or 2 longer. It all depends on supply and demand, but we feel comfortable this will get us a really good program.

For Digital, we are spending $81,000 over 12 months and changing some of the tactics. Over the next couple of years, we want to take that up to $125,000, to increase our presence and add in more Geo-tracking. We added the SA Report eblast this year and look forward to more growth with great results there.

More analytics derived from mobile devices.

Increased emphasis on midweek business and leisure travelers by targeting organizations through a sales and services approach.

For TV advertising, we would love to be able to add Austin TV/Cable back into the mix, or add more weeks to our SA TV schedule so we can start advertising earlier in the year.

The Find Yourself in Rockport-Fulton Foodie Trail was a great addition to the mix and we plan to continue each year.

RFCC Marketing Plan Budget 2022-23 Year		
Revenues		
Rockport	369,000.00	Incl. 2.5% increase to support rising costs in advertising/production
Fulton	60,000.00	Incl. 20% increase to support rising costs in advertising/production
County	60,000.00	Incl. 20% increase to support rising costs in advertising/production
Total	**$489,000.00**	
Expenses		
Accounting	2,300.00	Annual Audit
Administrative Services	81,300.00	Administrative Services to operate Visitor Center and Marketing and Promotion Campaign
Advertising & Promotion	363,600.00	Full DMO Advertising, promotion, public relations and research program
Bank Fees	300.00	Fees related
Contract Services	4,000.00	Digital Tour/GeoTour
Conference Fees	3,500.00	Staff professional development related to tourism
Dues & Subscriptions	2,000.00	State and regional organization partners
Event Funding Assistance	3,000.00	Spring Fling Media Event
Food, Beverage & Meals	3,500.00	Groups, Charmer Appreciation, Media, etc.
Mileage & Travel	4,000.00	Trade Shows, media travel, workshops, trainings, education travel
Postage & Freight	1,500.00	Bulk items sent to Visitor Centers, Travel Centers
Printing & Publication	6,000.00	Gen. Brochure, 100 TT, Bags, Visitor Maps
Prizes, Gifts & Awards	500.00	Basket Promotion Items, Promos, Awards, etc.
Rentals & Fees	1,000.00	Trade Show Booth Rentals, Meeting Planners
Supplies	4,500.00	Promotion items, Trade Show Banner with New Photos, etc.
Website Maintenance	8,000.00	Enhance site, New Updated Look
Total	**$489,000.00**	

Administrative Services to operate Visitor Center and Marketing and Promotion Campaign				
$500,000 Total Marketing Program	Rockport	Fulton	County	Total
	67.90%	26.57%	5.54%	20%*
Accounting	1,018.45	398.52	83.03	1,500.00
Equipment Lease - copier and postage machine	814.76	318.82	66.42	1,200.00
Insurance -	1,493.73	584.50	121.77	2,200.00
Payroll - Visitor Center, Marketing/Promotion, Fulfillment	33,948.34	13,284.13	2,767.53	50,000.00
Payroll related - SS, FICA,	4,752.77	1,859.78	387.45	7,000.00
Employee insurance	4,073.80	1,594.10	332.10	6,000.00
Employee IRA	339.48	132.84	27.68	500.00
Postage - Inquiries, packets, mailings	1,629.52	637.64	132.84	2,400.00
Printing - Envelopes, letterhead, business cards	950.55	371.96	77.49	1,400.00
Security System - Visitor Center	135.79	53.14	11.07	200.00
Supplies - copier paper, color copies, folders, packets, etc.	2,036.90	797.05	166.05	3,000.00
Telephone, Internet, Mobile	2,172.69	850.18	177.12	3,200.00
Utilities	1,833.21	717.34	149.45	2,700.00
Total	$ 55,200.00	$ 21,600.00	$ 4,500.00	$ 81,300.00

Media Selections

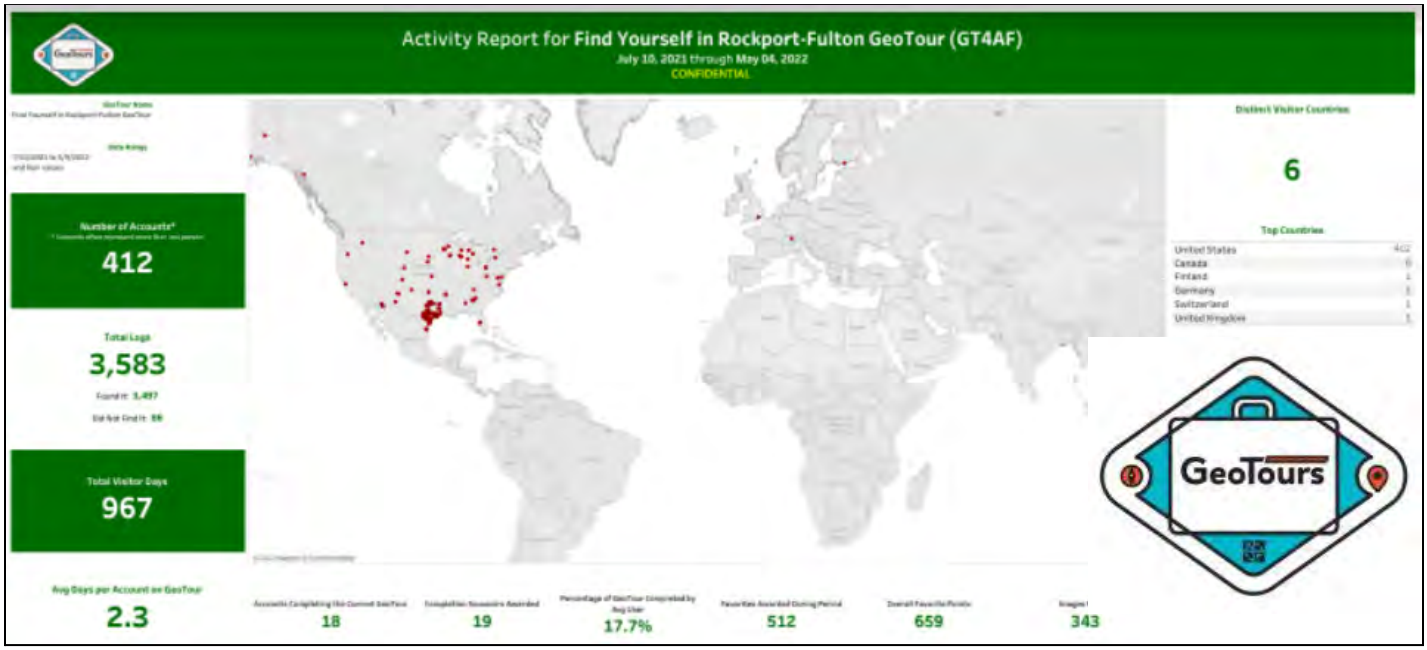
The media is selected with assistance from Chamber staff through the expert leadership from Helen Thompson Media Team.

A full report of the media selected and placement is a separate attachment or available upon request.

Evaluation and metrics

The tools used to measure the success of the marketing efforts are in the appendix section of this plan. Prost Marketing has provided excellent support to this organization since 2004. Although website analytics, visitor center numbers, inquiries, emails, reader responses, ad responses, surveys and others are used in the measurement process, the main areas of measurement for the 2021-22 year are:

- Venue Tax Collections
- Hotel & Lodging Data
- Google Analytics, Digital, Online, Facebook, Google My Business
- San Antonio Market Consumer Survey
- 5-Year Strategic Plan



GeoTour generates 3,583 logs in one year from those visiting from US, Canada, & Europe

The Rockport-Fulton GeoTour officially has 51 sites. The average days per user is 2.3. The tour has generated 659 favorite points compared to Beaumont's 299, Baytown's 594, Pearland's 299 and something to strive for with Conroe's 2,191.

A second year anniversary celebration is being planned for July 9 where an adventure lab will be added to the tour making it even more enticing. The special pathtag will be popular with attendees. A special thanks to the South Texas Geocaching Association for help in putting together this tour.

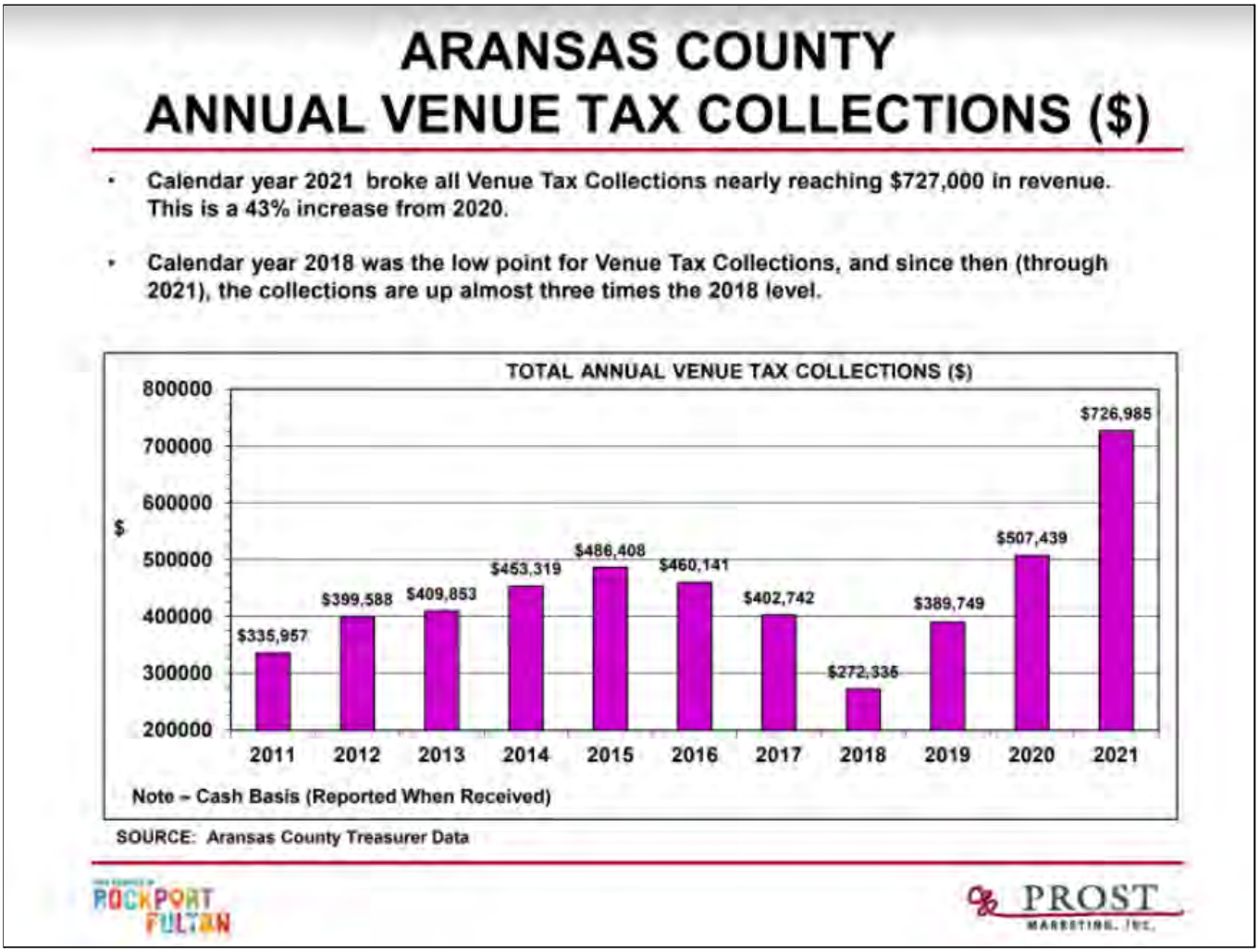
Appendix I – Venue Tax Collections

The Aransas County Venue Tax is the additional 2% on each overnight stay bringing the grand total of tax on a room to 15%.

As Short Term Rentals (STRs) exploded in bookings during the pandemic, total collections reached an all time high of $728,000. This is a 42% increase over the previous year.

The Venue Tax Collections have become a significant indicator of activity and measurement for the marketing plan. The Venue Tax funds the Aquarium Education Center and the Aransas Pathways Project.

**Source: Aransas County Treasurer. Tax collections are posted as they are received into the County as opposed to the month they are collected by the property.*



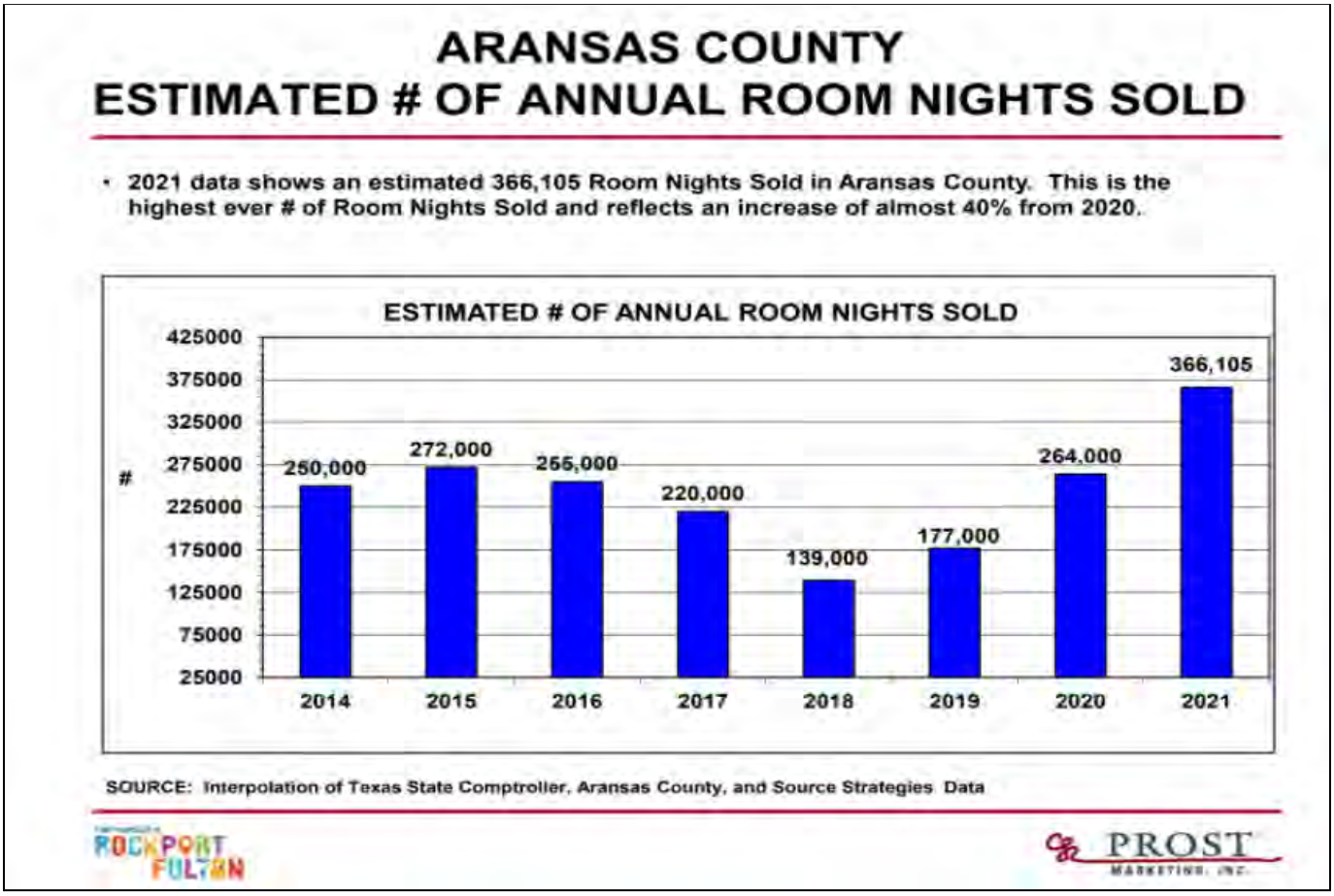
Appendix II– Hotel Annual Occupancy Percentage

Overnight Room Revenue in the Cities of Rockport and Fulton reached Bellwether level estimated at just over $34 Million in 2021. This calculates into a 43% in room Revenues in 2021 vs 2020

The estimated Room Nights Sold for 2021 shows a high of 340,077 rooms. The data reflects a 40%increase over 2020

Room Revenues in Aransas County reached an even higher bellwether level in 2021 ($36 Million) after having topped out at the highest level ever ($25 Million) in 2020

**Source: Interpolation of Aransas County Treasurer, Texas Comptroller and Source Strategies Data*



Appendix III – Sample Ads

Outdoor Boards - 7 in major locations across the state. A proof of performance is available.









Much time and effort went into the development of the creative material for the ads this year as our community is growing and changing.

Through the pro bono work of Jeff Hunt of Legend Labs a positioning statement was created. This positioning defined the identity of the Rockport-Fulton area and what it wants to be. This document is available upon request. A workshop will be held soon to review and further develop.

The photos, titles, colors all lead you to a solid look and feel of what the visitor is looking for while visiting the Rockport-Fulton area.

FIND YOURSELF IN ROCKPORT FULTON

Rockport-Fulton Chamber of Commerce
319 Broadway
Rockport, TX 78382
361-729-6445
www.rockport-fulton.org
tourism@1rockport.org

Rockport Fulton Chamber of Commerce

United States Chamber of Commerce ACCREDITED

Hotel Occupancy Tax Funding Application

Date: 5-20-2022

Organization Information

Name of Organization: Rockport-Fulton Chamber of Commerce

Address: 319 Broadway

City, State, Zip: Rockport, TX

Contact Name: Sandy Jumper Contact Phone Number: 361-729-6445

HOT Contract Email: tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockportseafair.com

Type of Organization: _____ Governmental __X___ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: Charter 1952, Seafair was created in 1974

Purpose of Organization: To impact the economy and support the community

Event Information

Name of Event or Project: SEAFAIR

Date of Event or Project: October 7-9, 2022

Primary Location of Event or Project: Aransas County Navigation District Festival Grounds

Amount Requested: $ 1500

How will the funds be used Advertising in San Antonio, Houston, Austin and Dallas/Fort Worth markets.

Primary Purpose of Funded Activity/Facility: Impact the economy in a slow period and provide a venue for Non-Profit organizations to fundraise.

Percentage of Hotel Tax Support of Related Costs

1.5 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

■ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ $1500.00

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 45

2. Expected Attendance: 10,000-15,000 Prior year's attendance: 10,000-15,000

3. How many people attending the Event or Project will use City of Rockport hotels? 1/3 of Attendees

4. Number of nights will they stay: 2-3

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2018	$1500	$	
2019	$1250	$	
2021	$1500	$	

6. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)? Online sales, Zip Codes, Hotel occupancy

7. Please list other organization, government entities, and grants that have offered financial support to your project: Area businesses provide sponsorship

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? Yes. Profits help support the operations of the Rockport-Fulton Chamber of Commerce.

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet: **Please see attached**

   Newspaper: $
   Radio: $
   TV: $
   Other Paid Advertising: $

   Number of Press Releases to Media

Number Direct Mailings to out-of-town recipients _____

Other Promotions Please See attached

10. Will you include a link to local hotels on your website for booking during this event?
    Yes
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? No, all accommodations will be promoted equally.
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Digital Advertising
13. What geographic areas does your advertising and promotion reach? Corpus Christi, Houston, Austin, Dallas/Fort Worth, San Antonio and Victoria
14. How many individuals will your proposed marketing reach who are located in another city or county? Over 1 Million
15. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities:_____%

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

October 2022 Seafair Marketing Plan Budget

Month	SEP					OCT				NET TOTAL
Week	26.00	2.00	900%	16	23	30	7	14	21	
Television										
KIII-TV										$ -
Spectrum Reach Cable - Corpus Christi										$ 952.00
Spectrum Reach Cable - San Antonio										$ 1,897.41
Production :30 TV spot										$ 150.00
Radio										
KRYS K-99										$ 1,912.50
KMXR Big 93.9										$ 1,062.50
Print										
Rockport Pilot - Seafair Supplement										$ 300.00
Texas Events & Happenings										$ 1,298.80
Outdoor										
Poster Boards										$ 2,200.00
Digital Board - Aransas Pass										$ 425.00
Digital Board - SPID										$ 775.00
Digital										
Social Media - Geotargeting										$ 400.00
TOTAL										**$ 11,373.21**

- ✔ List in all Monday Memos mid September to mid August
- ✔ Build Content Calendar for Social Media Posting
- ✔ Build page in CM, CC, and FB Event
- ✔ Announce at all September and October Events; BAH, Tool Kit Talks, Network Wednesdays, Regional Chambers, etc.
- ✔ Call 20 businesses that you think would benefit with having a booth at Seafair and send them to link to sign up
- ✔ Develop a powerpoint slide show promoting the event for us to show at non-profit organization talks
- ✔ Call or stop by local businesses to see if they want a booth at Seafair
- ✔ Mail 25 copies of poster to Chambers/Visitor Centers in the region
- ✔ Develop stories for newspaper supplement
- ✔ Search all event listing pages on the internet for festivals and events; post our event and link
- ✔ Sign up at ACND Grounds
- ✔ Banner Street Sign up at locations across from Walmart and on FM 3036, can we do a third location Sc
- ✔ Build out Media Interviews Chart and schedule interviewees
- ✔ Line up appearances for Crabby the Crab

	-1298.8	
$	10,074.41	15501.31
	-300	
$	9,774.41	
	-2200	
$	7,574.41	

Rockport-Fulton Chamber of Commerce
Seafair Budget

	Canceled COVID		No Carnival Excellent Weather
	Budget 2020	Budget 2021	Actual 2021
Revenues:			
Event Contributions	63,000	30,000	32,162
Beverage Sales	-	-	2,590
Sponsors	24,000	34,000	34,000
Entry and ticket sales (not in 201	91,000	90,900	104,164
Vendor fees	38,500	20,000	31,550
Raffle and Games	700	-	-
Auction Sales	-	300	1,000
Miscellaneous	750	750	722
Event Merchandise Sales	8,000	8,000	6,113
Less cost of merchandise sold	(2,250)	(2,250)	(3,510)
Total Revenues	223,700	181,700	208,790
Expenses			
Advertising & Promotion	14,700	10,000	12,470
Bank fees	225	225	88
Contract Services	22,200	22,200	21,645
Donations & Event Funding	-	-	-
Dues, Lists & Subscriptions	100	-	129
Entertainment	34,350	25,000	25,999
Food, Bev. & Meals	22,000	5,000	3,051
Insurance	7,500	9,000	8,508
Maintenance & Repair	1,000	1,000	280
Mileage & Travel	150	-	
Postage, Shipping & Freight	300	300	1,822
Printing & Publications	350	350	2,388
Prizes, Gifts & Awards	3,000	3,500	3,320
Rentals & Fees	45,000	46,500	48,227
Supplies	5,300	2,500	3,300
Tax & License	462	462	200
Utilities	1,200	700	466
Web Site Maintenance	-	-	-
Total Expenses	157,837	126,737	131,892
NET INCOME	65,863	54,963	76,899

Entertainment	Shane & The Saints - Friday Spazmatics - Saturday Tejano - Sunday	Jason Boland - Friday Spazmatics - Saturday Hilda Lamas - Sunday	Jason Boland - Friday Spazmatics - Saturday Hilda Lamas - Sunday
Weather	Canceled due to COVID	85 degrees through out, no rain, hot and muggy	Excellent weather thru weekend

Hotel Occupancy Tax Funding Application

Date: 5-20-2022

Organization Information

Name of Organization: Rockport – Fulton Chamber of Commerce

Address: 319 Broadway

City, State, Zip: Rockport TX 78382

Contact Name: Sandy Jumper Contact Phone Number: 361-729-6445

HOT Contract Email: tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockporthummingbird.com

Type of Organization: _____ Governmental X Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: Charter 1952 – Event 1988

Purpose of Organization: To impact the economy and support the community

Event Information

Name of Event or Project: HummerBird Celebration

Date of Event or Project: September 15-18,2022

Primary Location of Event or Project: Rockport-Fulton High School and other venues around the community

Amount Requested: $ 1500.00

How will the funds be used: Advertising in Birding Locations

Primary Purpose of Funded Activity/Facility: To impact the economy in a slow period and bring awareness to our natural resources, namely the Hummingbird migration.

Percentage of Hotel Tax Support of Related Costs

5 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

■ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 1500.00

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 33

2. Expected Attendance: 5000 Prior year's attendance: 3000-5000

3. How many people attending the Event or Project will use City of Rockport hotels? 75% of Attendees

   Number of nights will they stay: 3-4

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:
   No

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2019	$ 1500.00	$_____	75%
2020	$ 1500.00	$_____	undetermined/Covid
2021	$ 1500.00	$_____	75%

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Hotel occupancy numbers, Room nights sold, Survey attendees, Collect Zip Codes, Capture origins of attendees through online ticket system

6. Please list other organization, government entities, and grants that have offered financial support to your project: Birding and Nature Related Corporations and organizations provide sponsorships.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
   Hummer Homes and Mall are free entry. Programs and Birding Trips require admission fees. Proceeds from the event are used to cover costs, promotion, and supplies.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet: **Please See attached listing**

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions **Please See attached listing**

9. Will you include a link to local hotels on your website for booking during this event?
   Yes

10. Will you negotiate a special rate or hotel/event package to attract overnight stays? No. All hotels, condos, rentals are promoted equally for this event.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Digital Advertising, more videos and cross marketing with speakers.

12. What geographic areas does your advertising and promotion reach?
    Corpus Christi
    Houston
    San Antonio
    Austin
    Victoria
    Plus, birding enthusiasts across the US and internationally

13. How many individuals will your proposed marketing reach who are located in another city or county? Over 1 Million

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities:_____%

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Rockport-Fulton Chamber of Commerce
Seafair Budget

	Canceled COVID		No Carnival Excellent Weather
	Budget 2020	Budget 2021	Actual 2021
Revenues:			
Event Contributions	63,000	30,000	32,162
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Sponsors	24,000	34,000	34,000
Entry and ticket sales (not in 201	91,000	90,900	104,164
Vendor fees	38,500	20,000	31,550
Raffle and Games	700	-	-
Auction Sales	-	300	1,000
Miscellaneous	750	750	722
Event Merchandise Sales	8,000	8,000	6,113
Less cost of merchandise sold	(2,250)	(2,250)	(3,510)
Total Revenues	223,700	181,700	208,790
Expenses			
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Contract Services	22,200	22,200	21,645
Donations & Event Funding	-	-	-
Dues, Lists & Subscriptions	100	-	129
Entertainment	34,350	25,000	25,999
Food, Bev. & Meals	22,000	5,000	3,051
Insurance	7,500	9,000	8,508
Maintenance & Repair	1,000	1,000	280
Mileage & Travel	150	-	
Postage, Shipping & Freight	300	300	1,822
Printing & Publications	350	350	2,388
Prizes, Gifts & Awards	3,000	3,500	3,320
Rentals & Fees	45,000	46,500	48,227
Supplies	5,300	2,500	3,300
Tax & License	462	462	200
Utilities	1,200	700	466
Web Site Maintenance	-	-	-
Total Expenses	157,837	126,737	131,892
NET INCOME	65,863	54,963	76,899

Entertainment	Shane & The Saints - Friday Spazmatics - Saturday Tejano - Sunday	Jason Boland - Friday Spazmatics - Saturday Hilda Lamas - Sunday	Jason Boland - Friday Spazmatics - Saturday Hilda Lamas - Sunday
Weather	Canceled due to COVID	85 degrees through out, no rain, hot and muggy	Excellent weather thru weekend

Texas A&M Hotel and Conference Center
DOUG PITCOCK '49

May 20, 2022

RESERVATION CONFIRMATION

Diana Pardue

,

Howdy, Diana Pardue!

Thank you for selecting the Texas A&M Hotel and Conference Center for your upcoming stay. We look forward to introducing you to Howdy Hospitality in the heart of Aggieland. Below are the details of your reservation:

Guest Details

Name: Diana Pardue
Work/Home Address: Group: 2022 Travel and Tourism College

,

Reservation Number: 152103

Arrival Date: 6/13/22
Departure Date: 6/17/22
Number of Nights: 4
Number of Guests:
:

From Monday, June 13, 2022 to Friday, June 17, 2022
Daily Rate: 4 night(s) at $149.00 in a Deluxe King

Total Charges: $596.00

Taxes: $93.88

**Please note that if you are a tax exempt guest, the applicable taxes above will not be applied.

Total Amount Due: $689.88

We're pleased to welcome Reveille's four legged friends to our property! Please review our dog policy and contact our reservations team to confirm your dog's stay.

PLEASE NOTE OUR HOTEL POLICIES, CHECK-IN INFORMATION, CANCELLATION AND OTHER IMPORTANT RESERVATION CONFIRMATION DETAILS

Thanks and Gig 'em,

Greg Stafford
General Manager

2022 HummerBird Celebration
Marketing and Promotion Plan

Television
Media Exposure – Corpus

Outdoor
Street Banner at Wal-Mart
Street Banner at 3036

Radio
PSAs on featured speakers

Signage
ACND Sign at Festival Grounds
Ask Dairy Queen, Whataburger, Little Bay, Blue Marlin Car Wash and Walgreens to put up Seafair Info on marquees.

Flyers/Posters
Deliver 100 around community
End of the Isle display at HEB & Wal-Mart

Web Site
Setup link from general Chamber site
Web address on all materials

Calendars of Events
State Calendars
Area Chambers of Commerce
Company Newsletters
American Profile
Area Newspaper Calendars
Web Calendars

Chamber Membership
Broadcast to membership
Publish calendar of events in Newsletter

Newspaper
Newspaper Supplement Oct. – Pilot
Sponsor Ad - Pilot

Civic Club Speaker
Rotary Club
Others as they appear
Business After Hours in August
Announce at Chamber Luncheon Sept.

Schools
Make announcements
Posters in the Commons
Speakers into schools

Social Media
Facebook posts daily until the event
Instagram before and at the event
Paid advertising on Facebook

Direct Mail
Postcard to past attendees

EBlast
Send three notices to past attendees

PR
Media appearances:
Live Interview on KAVU Victoria TV
Live Interview on KIXS Victoria Radio
Live Interview on KRIS Noon Show
Live Interview on KIII TV Corpus Ch. 3 Morning Show
Press Releases
- Hummers Are Coming Aug. 15
- General Press Release sent to surrounding media
- Hummer Homes "get together" photo

Rockport-Fulton Chamber of Commerce
HummerBird Celebration Budget Worksheet
Sept. 15-18, 2022

	2021 Budget	2021 Actuals	2022 Budget	2022 Actuals
Income				
Special Events & Activities				
Auction Sales	750.00	1,965.00	1,500.00	
Event Contributions	200.00	69.00	270.00	
Participation & Fees	40,000.00	40,272.00	25,000.00	
Raffle & Games	1,500.00			
Event Merchandise Sales	12,000.00	8,354.00	6,500.00	
Sponsors	5,250.00	12,240.00	11,000.00	
Vendors	5,875.00	10,595.00	16,500.00	
	65,575.00	73,495.00	60,770.00	
Cost of Goods Sold				
Event Merchandise Sales		2,167.00		
Total COGS	0.00	2,167.00	0.00	
Gross Profit	**$ 65,575.00**	**$ 71,328.00**	**$60,770.00**	
Expenses				
Advertising & Promotion	4,650.00	2,913.00	4,500.00	
Bank & Credit Card Fees	200.00	1,000.00	250.00	
Contract Services		24,997.00	6,000.00	
Dues, Lists and Subscriptions		25.00		
Entertainment	300.00		300.00	
Food, Bev. & Meals		3,135.00	4,000.00	
Insurance	500.00		4,500.00	
Maintenance & Repair		328.00		
Mileage & Travel		2,225.00	3,500.00	
Postage, Shipping & Freight	991.79	1,353.00	2,000.00	
Printing & Publications	3,500.00	3,605.00	4,500.00	
Prizes, Gifts & Awards		200.00	1,800.00	
Rentals & Fees		5,300.00	10,000.00	
Supplies		615.00	1,200.00	
Web Site Maintenance			600.00	
	10,141.79	45,696.00	43,150.00	
Net Income	**$ 55,433.21**	**$ 25,632.00**	**$17,620.00**	

HummerBird Celebration Marketing Plan
____Send Press Release to all media in the Coastal Bend as to featured speakers
____ Help write/update other press releases to send on: vendors needed; volunteers needed; general information
____ Sandy give presentation at June City Hall meeting for HB
____ Send information for Poster to Rockport Printing; proof and help distribute to local community
____ Get HB website all up to date
____ Post brochure link and description on FB, Twitter and Instagram Accounts (Setup event listing)
(Use these hashtags: #HummerBird2020 #RockportFulton #Rockport-Fulton etc)
____ Sandy with scheduling posts on FB
____ Send link to committee members and ask them to notify their clubs and organizations
____ Call list of group tour companies that might be interested in bringing a bus load of passengers to attend
____ Bob create and send out his email inviting attendees to register now
____ Send email blast to past registrants inviting them to purchase tickets
____ Develop stand alone constant contact e-blast to promote the event ticket sales this will be sent to Chamber Membership in August
____ List in all Monday Memos mid August to mid September
____ Announce at all August and September Events; Community Chat & Cheers, Tool Kit Talks, Network Wednesdays, Regional Chambers, etc.
____ Call 20 businesses that you think would benefit with having a booth at HummerBird and send them to link to sign up
____ Develop a powerpoint slide show promoting the event for us to show at non-profit organization talks
____ Call or stop by llocal birding type businesses to make sure they have 50 copies of the brochure and show them how to access it online
____ Mail 25 copies to Chambers/Visitor Centers in the region and Rio Grand Valley
____ Develop stories for newspaper supplement
____ Search all event listing pages on the internet for birding events; hummingbird events and post our event and link
____ Sign up at ACND Grounds
____ Banner Street Sign up at locations across from Walmart and on FM 3036, can we do a third location South of Town?

HummerBird Celebration Advertising Placement and Add-ed Value		
Heavy PR	0.00	Press releases six weeks prior, TV shows, interviews, etc.
Brochures, Flyers, Banners	500.00	Distribute for promotion
Direct Mail Postcard	1,500.00	Mail to past attendees mid-June
Constant Contact Emails - Attendee email list	0.00	Schedule three times: May, July, Late August
Social Media	1,000.00	Target advertising setup; create audience, Facebook
KIII TV Ch. 3	1,000.00	Showcase vendors mostly
Cornell University – Living Bird Eblasts	1,000.00	Eblast to HB enthusiasts
	$5,000.00	

34th Annual HummerBird Celebration Events

	REGISTRATION & TICKET PICK UP	OUTDOOR EXHIBITS	BIRDING PANEL DISCUSSION at Saltwater Pavilion	WELCOME OPENING RECEPTION	OPENING TEXAS BBQ DINNER at Saltwater Pavilion	HUMMER MALL	EXHIBITS:
Location:	Auditorium Box Office	Between HS Commons and Auditorium	Saltwater Pavilion Rockport Beach 212 Seabreeze Dr	Rockport Center for the Arts 401 S. Austin Street - 1st floor of Baker Law	Saltwater Pavilion Rockport Beach 212 Seabreeze Dr	Rockport-Fulton High School Commons	History Center 801 E Cedar St
Thursday	2 pm - 6 pm		3:40 pm - 4:40pm	5 pm - 6 pm	6:30 pm - 8:30 pm		
Friday	8:30 am - 6 pm	10 am - 5 pm				9 am - 5 pm	Exhibit 10 am - 4 pm
Saturday	8:30 am - 6 pm	10 am - 5 pm				9 am - 5 pm	Breakfast 8 am - 10 am Exhibit 10 am - 4 pm
Sunday		10 am - 3 pm				10 am - 3 pm	

	SELF-GUIDED HUMMER HOMES	HUMMER HOME BUS TRIPS	HUMMINGBIRD BANDING Master Bander	BOAT BIRDING TRIPS	HALF-DAY BUS BIRDING TRIPS	BIRD PHOTOGRAPHY CLASSES	BIRD WITH THE EXPERT Walk thru the park Ben Horstmann
Location:	Map provided at info tables.	Bus Stop	Selected Hummer Home	Fulton Harbor	Bus Stop	Inn at Fulton Harbor 215 N Fulton Beach Rd, Fulton	Goose Island State Pard Park Rd 13, Lamar
Thursday	Dawn to dusk			3 pm & 6 pm			
Friday	Dawn to dusk	7:15 & 9:30 am, 1:30 & 3:45 pm	7: 30 - 11 am, 1:30 - 4:30 pm	9 am, 3 pm, 6 pm	6:30 am to Welder Wildlife Refuge	9 am, 10:20 am	8:30 am - 11:30 am
Saturday	Dawn to dusk	7:15 & 9:30 am, 1:30 & 3:45 pm	7: 30 - 11 am, 1:30 - 4:30 pm	10 am, 3 pm, 6 pm	6:30 am to Fennessy Ranch	9 am, 10:20 am	
Sunday	Dawn to dusk	9:30 am	8 - 11 am	Brunch 9 am			8:30 am - 11:30 am

2022 Planning In Progress

33rd HummerBird Celebration

September 16-19, 2021

www.rockporthummingbird.com

319 Broadway, Rockport, TX 78382 (361) 729-6445

* Denotes Virtual Event Offered

Join us for the **33rd Annual HummerBird** Celebration in the coastal Texas towns of Rockport and Fulton, Texas. We hope to have a spectacular fall migration of Ruby-throated Hummingbirds, the stars of the show. You might also see Rufous, Black-chinned, and Buff-bellied Hummingbirds. We work really hard to offer something for everyone, from backyard birders to more experienced birders. Topics and activities are available to meet most interests in: birds, hummingbirds, butterflies, and habitat development in your own backyard. See schedule for pricing, times, locations and virtual events.

Parts of the event will be available as virtual events * denotes those programs.

COME EARLY! - Visit select Hummer Homes starting the week prior to the event on Saturday, Sept. 11. This list can only be obtained at the Rockport-Fulton Chamber Visitor Center upon arrival.

The 2021 T-SHIRT ARTIST Clementina Rivera will sign T-shirts at her booth during the event.

ARANSAS PATHWAYS CENTER AND-BRIDGE - Free All day. Interpretative Signage. Maps of the entire venue project. Located just north of the Wal-Mart on Business 35 at Tule Creek West.

THURSDAY EVENTS:

(6pm— vendors setup in High School Commons)

SELF-GUIDED HUMMER HOME - Booklets are available at the Chamber office. Home Owners welcome you from dawn to dusk Thursday through Sunday.

ARANSAS PATHWAYS EVENT *Free Event* Join in as volunteers set you up as a card playing nature lover at 9:30 a.m. Thursday, Sept. 16 at the Pavilion Center located north of the Wal-Mart on Business 35 at Tule Creek West. Prizes and fun for all. Free Event

DECORATE YOUR HUMMINGBIRD FEEDER - Arts and Crafts Program at the Fulton Mansion, 317 Fulton Beach Rd, Rockport 1pm.$20 material cost. *Pay at Mansion.*

2-HOUR BOAT BIRDING TRIPS with Captain Tommy Moore on "The Skimmer" departs from Fulton Harbor.

BIRDING PANEL DISCUSSIONS– 3:40 pm—Local birders discuss and share tips on birding experiences and premier locations. Saltwater Pavilion, 210 Seabreeze Dr.*

WELCOME RECEPTION - 5 pm – 6 pm - *Free Event* Enjoy Wine and Cheese along with special announcements and introductions. Location: Rockport Center for the Arts, 401 S. Austin, Suite B Downtown Rockport (Baker Law Building).

KEYNOTE PRESENTATION & DINNER – 6:30 pm - 8:30 pm – Enjoy a presentation by native South Texan and nationally recognized photographer and videographer, Cissy Beasley. Her lively presentation is inspirational and enlightening. Dinner includes Texas BBQ, Smoked Chicken and all the trimmings plus dessert. Location: Rockport Beach, (at end of the beach) Saltwater Pavilion, 210 Seabreeze Dr. *

FRIDAY EVENTS:

BUS BIRDING TRIP to Welder Wildlife Refuge. Enjoy a ranch managed for wildlife including portions of the Mission River and a lake. Bus departs 6:30 am from Bus Stop behind the Martha Luigi Auditorium and will return before lunch.

2-HOUR BOAT BIRDING TRIPS with Captain Tommy Moore on "The Skimmer" departs from Fulton Harbor. See schedule.

HUMMER HOME GUIDED BUS TRIPS – Visit 3 homes guided by experienced birders, and see exclusive hummingbird banding by Master Bander, Susan Heath.

SPEAKER PROGRAMS 10:20am - 6pm in Auditorium & High School Commons Library. 5pm Keynote is Sky King Falconry with "Wildlife Revealed" - Birds in flight indoors - in the Auditorium. *

BIRD PHOTOGRAPHY CLASSES - Join expert photographers John Martell, or Stephen Fisher. See schedule for times. Location: The Inn at Fulton Harbor, 215 Fulton Beach Rd, Fulton.

SELF-GUIDED HUMMER HOMES - List available in the booklet. Booklet at the event or Chamber office.

BANDING DEMONSTRATION - Master Bander, Sumita Prasad, demonstrates the importance of banding. See schedule for times and location. Open to the public.

OUTDOOR EXHIBITS all day, along the greenspace in front of the auditorium.

HUMMER MALL INCLUDES FOOD VENDOR - Shop for bird and nature related products. 9am-5pm in High School Commons. See list in booklet and map for directions.

SATURDAY EVENTS:

BUS BIRDING TRIP to Fennessey Ranch. Enjoy a guided trip on a Privately owned 3,361 acre wildlife oasis which hosts numerous birds, plants, amphibians, mammals and more.. Bus departs 6:30 am from Bus Stop behind Marta Luigi auditorium, will return before lunch.

HUMMER BREAKFAST AT THE HISTORY CENTER 8 am to 10 am. Join us for the popular Hummer Breakfast at the History Center for Aransas County. Breakfast, features herbs harvested from the extensive garden on the History Center grounds. Admire the beauty, stamina and spirit of the hummingbird while enjoying a fine breakfast an ode to the very nectar and system that supports this one-of-a-kind creature. Come and go style. Limited to 80 persons.

2-HOUR BOAT BIRDING TRIPS with Captain Tommy Moore on "The Skimmer" departing from Fulton Harbor. See schedule.

HUMMER HOME GUIDED BUS TRIPS – Visit 3 homes guided by experienced birders, and see exclusive hummingbird banding by Master Bander, Susan Heath.

SELF-GUIDED HUMMER HOMES - List available in the booklet. Booklet at the event or Chamber office.

BANDING DEMONSTRATION Master Bander, Sumita Prasad, demonstrates the importance of banding. See schedule for times and location. Open to the public. *

SPEAKER PROGRAMS 10:20am –6pm in Auditorium & High School Commons Library. Keynote speaker is Sneed Collard III on " A Father-Son Big Year of Birding and Beyond" at 5 pm in the Auditorium.*

BIRD PHOTOGRAPHY CLASSES - Join expert photographers John Martell, or Stephen Fisher. See schedule for times. Location: The Inn at Fulton Harbor, 215 Fulton Beach Rd, Fulton.

OUTDOOR EXHIBITS all day, along the greenspace in front of the auditorium.

HUMMER MALL INCLUDES FOOD VENDOR - Shop for bird and nature related products. 9am-5pm in High School commons. See list in booklet and map for directions.

SUNDAY EVENTS:

BOAT BIRDING 4-HOUR BRUNCH-ON-THE-BAY TRIP with Captain Tommy Moore on "The Skimmer" offers extensive bay birding. The boat offers inside and outside exposures on two decks and restrooms.

BIRDING TOUR OF TEXAS STATE PARKS IN SOUTH TEXAS – Head to Goose Island State Park in historic "CCC" building with presentation followed by a birding tour to look for birds of the Coastal Bend. Led by expert Ben Horstmann. 8:30 to 11:30 a.m. Refreshments provided.

HUMMER HOME GUIDED BUS TRIPS – Visit 3 homes guided by experienced birders, and see exclusive hummingbird banding by Master Bander, Susan Heath.

SELF-GUIDED HUMMER HOMES - List available in the booklet. Booklet at the event or Chamber office.

SUNDAY SPEAKER PROGRAMS 10:20-2pm in High School Commons Library

OUTDOOR EXHIBIT 10-3pm along the greenspace in front of the auditorium.

HUMMER MALL INCLUDES FOOD VENDOR - Shop for bird and nature related products. 10am-3pm in High School Commons See list in booklet and map for directions.

ONLINE REGISTRATION INFORMATION

www.rockporthummingbird.com

Advance online registration is recommended, but not required. It will guarantee a date and time for hummingbird bus and birding boat tours, and field trips. Special arrangements can be made for those who don't have online capabilities by calling the Rockport-Fulton Chamber of Commerce prior to Sept. 1. Special bus groups of 25 or more are also encouraged to contact: Sandy Jumper at tourism@1rockport.org as a special step-on guide will be coordinated for the group. For lodging and dining information, visit the Rockport-Fulton Chamber of Commerce and Visitor Center at 319 Broadway, Rockport, TX 78382 www.rockport-fulton.org or call 361-729-6445.

Register early for your choices. All trips and tours have limited availability. Programs are subject to change. COVID 19 CDC guidelines apply.

Item	Description	Times Please arrive 10-15 minutes early	Price Per Person
All Speaker Program Pass High School Commons & Auditorium Virtual Programs	Includes all one hour lectures. (All in person programs are $5 in advance and at the door) Children 12 & under with an adult attend free 5 Programs are offered virtually for $20. * denotes virtual programs	Speaker pass includes all speaker programs during event at High School Commons & Auditorium *(Does not include Thursday dinner)* Includes: Keynote Presentations Thu, Fri, Sat ; Birding Panel Discussion, and Saturday Banding.	***All Program Pass*** ***$30 All Programs*** $5 Per Lecture $20
Welcome Opening Reception	Special introductions and announcements. Wine and Cheese Reception. Meet and greet for all attendees. Location: Rockport Center for the Arts, 401 S Austin, Downtown Rockport (Baker Law Building)	Thursday 5 p.m. to 6 p.m.	Free
Keynote Presentation & Dinner ***33rd Anniversary***	Enjoy a special presentation by native South Texan and nationally recognized photographer & videographer, Cissy Beasley " A Pictorial Celebration of Indigenous and Migratory South Texas Birds". Dinner Includes South Texas BBQ, sides & dessert. Located at 212 Sea breeze Dr. (Rockport Beach). Drive the length of the beach to the north end. Parking available. Enter building through the south steps.	Thursday 6:30 p.m. - 8:30 p.m.	$35
Hummer Breakfast at the History Center Seating outdoors under Live Oak Trees	Gourmet meal by Mermaid's Kitchen: Classic Quiche Lorraine, Seasonal Fruit with Honey Lime Mint Dressing, Lemon Lavender Scones, Country Maple Sausage, Ginger/Orange Fizz, Coffee, and more. Historians in costume speaking about the life of legendary Connie Hagar. Located at 801 E. Cedar at the History Center for Aransas County.	Saturday 8 a.m. to 10 a.m. Come & Go is appropriate. Coastal casual dress. Exhibits "Connie Hagar's Corner" and "Voices from the Past"	$30
Hummer Home Bus Trips	Guided by experienced birders, visit two sites and see private hummingbird banding demonstration by Master Bander Sue Heath.	Departs Bus Stop promptly Friday & Saturday 7:15 a.m., 9:30 a.m., 1:30 p.m., & 3:45 pm Sunday 9:30 a.m.	$15
Boat Birding Trips	Two Hour Boat trips depart from Fulton Harbor on "The Skimmer" Sunday Brunch On The Bay Trip departs from Fulton Harbor on "The Skimmer" - 4 hour tour includes boxed brunch.	Thursday 3 p.m., 6 p.m., Friday and Saturday 9 a.m., 3:p.m. & 6 p.m. Sunday Brunch 9 a.m.	$45 $100
Welder Wildlife Refuge Birding Field Trip	Enjoy birding on an historic and special conservation ranch for wildlife and research managed by Welder Wildlife Foundation. See hummingbirds and other birds in a natural ranch setting. Led by experienced birders.	Friday—Departs Bus Stop promptly at 6:30 a.m. (1/2 day)	$45
Fennessey Ranch. Birding Field Trip	Enjoy a guided trip on a Privately owned 3,361 acre wildlife oasis which hosts numerous birds, plants, amphibians, mammals and more.. Includes snack	Saturday 6:30 a.m. (1/2 day)	$50
Goose Island State Park Birding Talk & Guided Field Trip	Enter Goose Island State Park Entrance Gate. Begin "Birds of Texas " program in historical pavilion built in the 1930s by the CCC then onto birding led by expert birder Ben Horstmann - Limited to 30 people	Sunday 8:30 a.m. to 11:30 a.m.	$25
Photography Class—"How to Photograph Songbirds and Hummingbirds"	John Martell, Wildlife Photographer	Friday 9:00 a.m. Saturday 9:00 a.m.	$12
Photography Class—"A Reintroduction to Digital Nature Photography"	Stephen Fisher, Wildlife Photographer	Friday 10:20 a.m. Saturday 10:20 a.m.	$12

33rd Annual HummerBird Celebration Speakers

	10:20 AM	11:40 AM	1:00 PM	2:20 PM	3:40 PM	5:00 PM	6:30 PM Dinner Saltwater Pavilion
THURSDAY				Saltwater Pavilion Glenn Olsen Warblers: Jewels of North American Birds	Saltwater Pavilion Special Presentation by Local Birders*	Opening Reception Welcome Wine & Cheese Reception at Rockport Center for the Arts: Baker Law, 401 S. Austin.	Cissy Beasley A Pictoral Velebration of Indigenous & Migratory Sout Texas Birds*
FRIDAY Auditorium	Tania Homayoun Connecting iNaturalist to the Flora & Fauna of Texas	Joan Garland Whooping Cranes	Martha McLeod The Secrets to Kids and Birding	Ginger Easton Smith Attracting Hummers to Your Garden	David Sarkozi Bird ID Challenges of the Coast	KEYNOTE: Sky Kings Falcony*	
FRIDAY High School Library	Neil Spurrell Life Migration Story of the Monarchs	Sid Rucker Living, Laughing & Loving with Hummingbirds	Glenn Olsen Hummingbirds of the World	Sneed Collard III A Father & Son Big Year of Birding	Brent Ortego Hummingbirds 101 - The Basics		
SATURDAY Auditorium	Cissy Beasley A Pictorial Celebration of Indigenous and Migratory South Texas Birds	Sid Rucker Living, Laughing & Loving with Hummingbirds	Martha McLeod The Secrets to Kids and Birding	Glenn Olsen Hummingbirds of the World	Dawn Hewitt Birding by Ear	KEYNOTE: Sneed Collard III A Father & Son Big Year of Birding*	
SATURDAY High School Library	Ginger Easton Smith Attracting Hummers to Your Garden	Neil Spurrell Life Migration Story of the Monarchs	David Sarkozi Bird ID Challenges of the Coast	Sky Kings Raptors A Bird in Hand	Glenn Olsen Warblers: Jewels of North American Birds		
SUNDAY High School Library	Brent Ortego Hummingbirds 101 - The Basics	Tania Homayoun Connecting iNaturalist to the Flora & Fauna of Texas	Dawn Hewitt Birding by Ear				

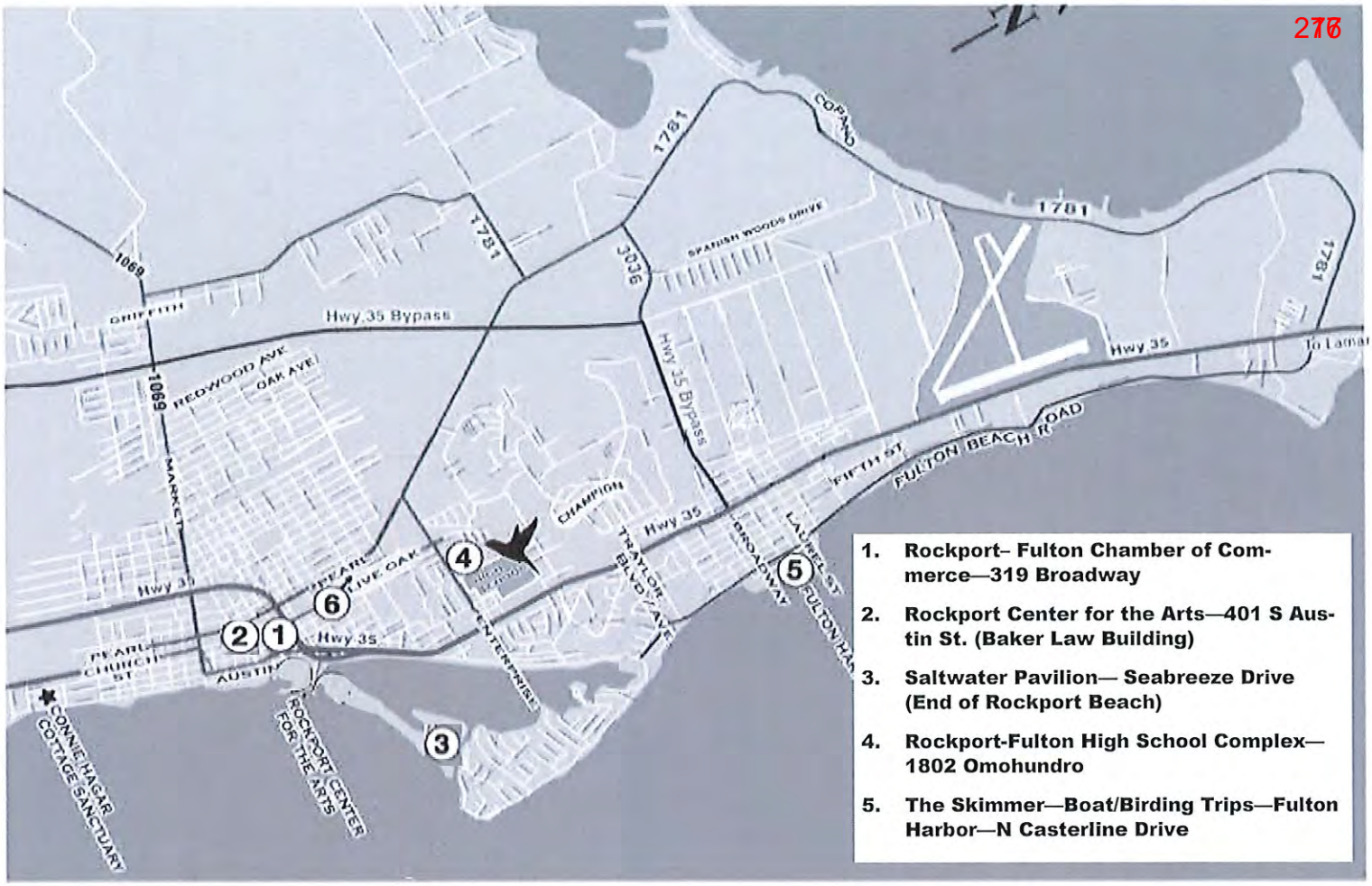
*Virtual presentation offered.

33rd Annual HummerBird Celebration Events

	REGISTRATION & TICKET PICK UP	OUTDOOR EXHIBITS	BIRDING PANEL DISCUSSION at Saltwater Pavilion*	WELCOME OPENING RECEPTION	OPENING TEXAS BBQ DINNER at Saltwater Pavilion*	HUMMER MALL	EXHIBITS: "Connie Hagar's Corner" & "Voices from the Past"
Location:	Auditorium Box Office	Between HS Commons and Auditorium	Saltwater Pavilion Rockport Beach 212 Seabreeze Dr	Rockport Center for the Arts 401 S. Austin Street - 1st floor of Baker Law	Saltwater Pavilion Rockport Beach 212 Seabreeze Dr	Rockport-Fulton High School Commons	History Center 801 E Cedar St
Thursday	5 pm - 7 pm		3:40 pm - 4:40pm	5 pm - 6 pm	6:30 pm - 8:30 pm		
Friday	8 am - 6 pm	10 am - 5 pm				9 am - 5 pm	Exhibit 10 am - 4 pm
Saturday	8 am - 6 pm	10 am - 5 pm				9 am - 5 pm	Breakfast 8 am - 10 am Exhibit 10 am - 4 pm
Sunday		10 am - 3 pm				10 am - 3 pm	

	SELF-GUIDED HUMMER HOMES	HUMMER HOME BUS TRIPS	HUMMINGBIRD BANDING Master Bander Sumita Prasad*	BOAT BIRDING TRIPS	HALF-DAY BUS BIRDING TRIPS	BIRD PHOTOGRAPHY CLASSES	BIRD WITH THE EXPERT Walk thru the park Ben Horstmann*
Location:	Map provided at info tables.	Bus Stop	Selected Hummer Home	Fulton Harbor	Bus Stop	Inn at Fulton Harbor 215 N Fulton Beach Rd, Fulton	Goose Island State Pard Park Rd 13, Lamar
Thursday	Dawn to dusk			3 pm & 6 pm			
Friday	Dawn to dusk	7:15 & 9:30 am, 1:30 & 3:45 pm	7: 30 - 11 am, 1:30 - 4:30 pm	9 am, 3 pm, 6 pm	6:30 am to Welder Wildlife Refuge	9 am, 10:20 am	
Saturday	Dawn to dusk	7:15 & 9:30 am, 1:30 & 3:45 pm	7: 30 - 11 am, 1:30 - 4:30 pm	10 am, 3 pm, 6 pm	6:30 am to Fennessy Ranch	9 am, 10:20 am	
Sunday	Dawn to dusk	9:30 am	8 - 11 am	Brunch 9 am			8:30 am - 11:30 am

*Virtual presentation offered.



Rockport-Fulton
1988 2021
September 16-19
HummerBird Celebration

HummerBird Celebration
Rockport-Fulton Chamber of Commerce
319 Broadway
Rockport, TX 78382
www.rockporthummingbird.com
www.rockport-fulton.org

FIND YOURSELF IN
ROCKPORT
FULTON

Friends of the Fulton Mansion

FUNDING HISTORY							
FY 15-16	**FY 16-17**	**FY 17-18**	**FY 18-19**	**FY 19-20**	**FY 20-21**	**FY 21-22**	**Requested FY 22-23**
$25,000	$30,000	$25,000	$30,000	$30,000	$22,500	$22,500	$50,000

Hotel Occupancy Tax Funding Application

Date: 5/31/2022

Organization Information

Name of Organization: Friends of Fulton Mansion

Address: 317 S Fulton Beach Road

City, State, Zip: Rockport, Texas 78382

Contact Name: Allen Lea Contact Phone Number: 361-230-2600

HOT Contract Email: allen.lea@thc.texas.gov

Web Site Address for Event or Sponsoring Organization: www.friendsoffultonmansion.org

Type of Organization: _____ Governmental __X__ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-2591329 Organization's Creation Date: 1998

Purpose of Organization: Friends of Fulton Mansion is a 501(c)3 nonprofit organization dedicated to supporting the preservation of historic Fulton Mansion in Rockport, Texas.

Event Information

Name of Event or Project: Fulton Mansion Garden Restoration / Staff Support

Date of Event or Project: 2022-2023

Primary Location of Event or Project: 317 S Fulton Beach Road

Amount Requested: $ 50,000.00

How will the funds be used:

HOT funds will be used to provide tour guides and customer service support to visitors throughout the year.

This year we are requesting additional funds to revitalize and enhance the garden and grounds. This historic preservation and enhancement to the grounds will make the Mansion a more attractive site for rentals and destination weddings and can be enjoyed by tourists and local residents alike as they learn about the history and tag their beautiful pictures on social media. The additional funding will help with replanting and upkeep as well as ads for holiday events and rental options. The Friends of Fulton Mansion are requesting $50,000 from the HOT funds to enable this work.

Primary Purpose of Funded Activity/Facility:

Beautification of the Fulton Mansion Campus to attract new and return visitors to the Rockport Fulton Area & provide visitors with a quality educational experience.

Percentage of Hotel Tax Support of Related Costs

26 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

26 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

48 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 100 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☒ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 6000

☒ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 24000

☒ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 20000

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 10

2. Expected Attendance: 30000 Prior year's attendance: 26687

3. How many people attending the Event or Project will use City of Rockport hotels? 60%

   Number of nights will they stay: 2-3

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   n/a

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2019	$ 36250	$ 15000	
2020	$ 30000	$ 15000	unknown
2021	$ 22500	$ 15000	6000

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   We collect this information on our POS system by asking visitors "Are you staying in an area hotel? If so, how many days?" We also use geofencing to track visitor information/demographics.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   n/a

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   All of our outdoor events are free and open to the public.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 2000
   Radio: $
   TV: $
   Other Paid Advertising: $ 4000

   Number of Press Releases to Media 10
   Number Direct Mailings to out-of-town recipients quarterly

   Other Promotions social media, printed flyers

9. Will you include a link to local hotels on your website for booking during this event?
   n/a

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes. We can also offer free passes to the museum to hotels as incentive packages.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Increased marketing in local, San Antonio, Austin and other statewide markets.

12. What geographic areas does your advertising and promotion reach?
    Central / South Texas. Social media reaches multiple locations.

13. How many individuals will your proposed marketing reach who are located in another city or county? 50000

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: 2500/30000

    Percentage of those in attendance that are staying at area hotels/lodging facilities: 60 %

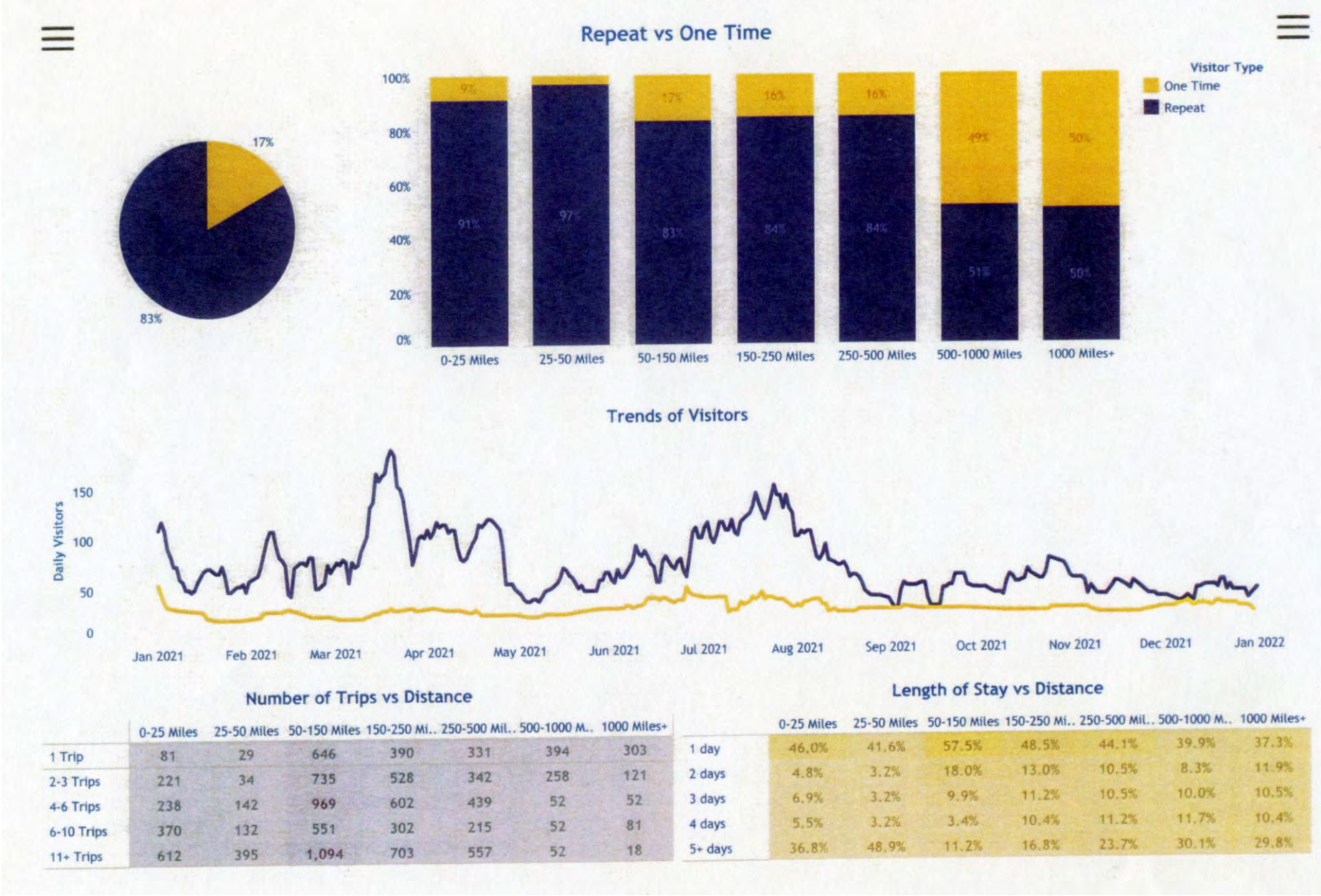
Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

City of Rockport

HOT tax request 2022-2023

The Stats

Funding in past years has supported extra staffing, enabling us to provide quality tour experiences to tens of thousands of visitors, approximately 60% of them from more than 70 miles away.



Number of Trips vs Distance

	0-25 Miles	25-50 Miles	50-150 Miles	150-250 Mi..	250-500 Mil..	500-1000 M..	1000 Miles+
1 Trip	81	29	646	390	331	394	303
2-3 Trips	221	34	735	528	342	258	121
4-6 Trips	238	142	969	602	439	52	52
6-10 Trips	370	132	551	302	215	52	81
11+ Trips	612	395	1,094	703	557	52	18

Length of Stay vs Distance

	0-25 Miles	25-50 Miles	50-150 Miles	150-250 Mi..	250-500 Mil..	500-1000 M..	1000 Miles+
1 day	46.0%	41.6%	57.5%	48.5%	44.1%	39.9%	37.3%
2 days	4.8%	3.2%	18.0%	13.0%	10.5%	8.3%	11.9%
3 days	6.9%	3.2%	9.9%	11.2%	10.5%	10.0%	10.5%
4 days	5.5%	3.2%	3.4%	10.4%	11.2%	11.7%	10.4%
5+ days	36.8%	48.9%	11.2%	16.8%	23.7%	30.1%	29.8%

Event Setup

Attendance Spend 20

Daily Spend 10

Event Overview

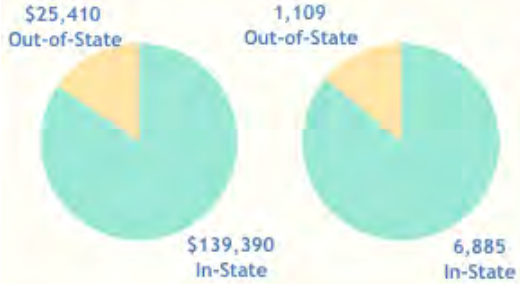
Distance
72 to 4038.499106901 and Null values

Split	Geo Detail	Visitors
In/Out of State	States	Visitor Days Sp..

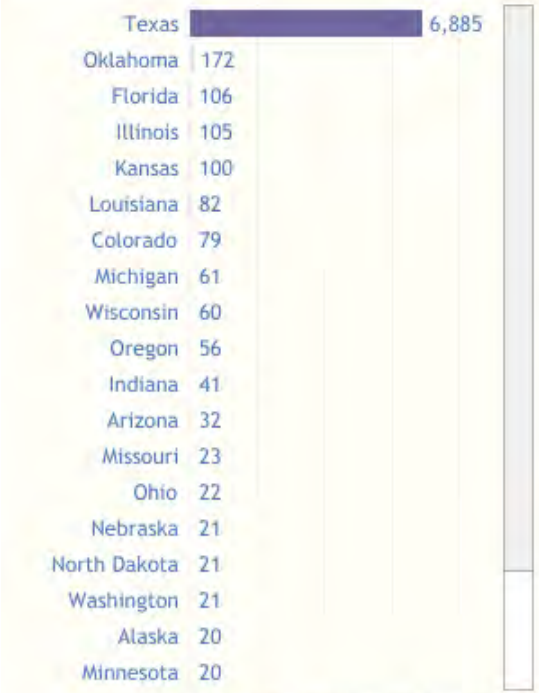
2018

1/1/2018 - 12/31/2018
Fulton Mansion State Historic Site

Economic Impact



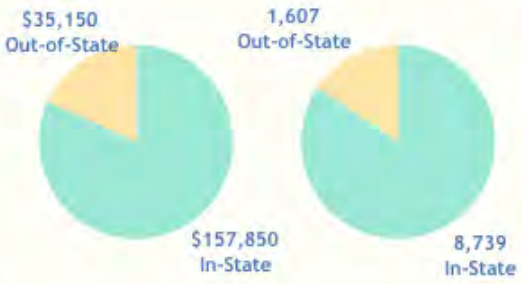
Visitors



2019

1/1/2019 - 12/31/2019
Fulton Mansion State Historic Site

Economic Impact



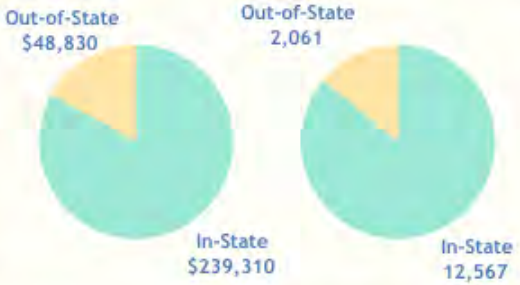
Visitors



2020

1/1/2020 - 12/31/2020
Fulton Mansion State Historic Site

Economic Impact

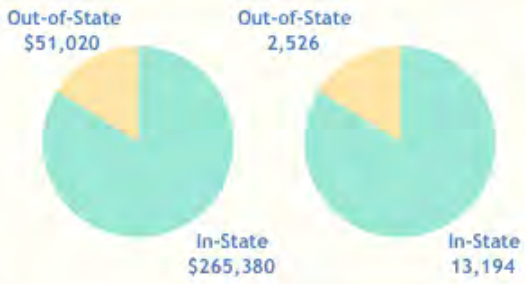


Visitors

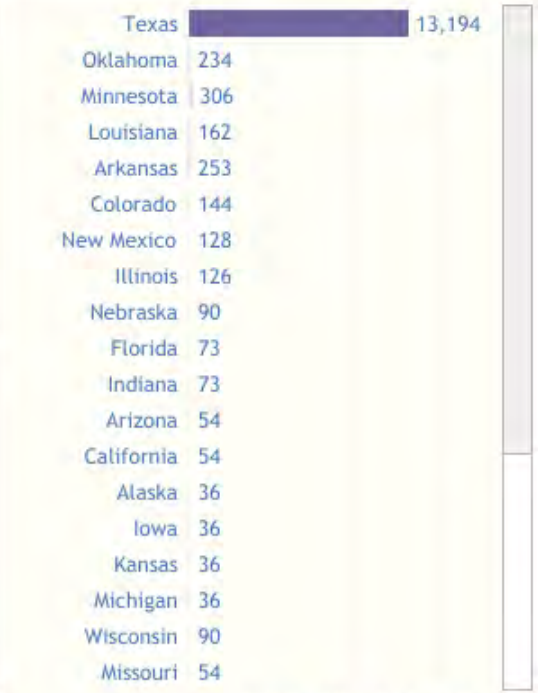


2020

Economic Impact



Visitors



Event Setup

Geographic Detail
States

Visitors
Visitor Days Spent

Event Map

Distance
72 to 4038.499106901
and Null values

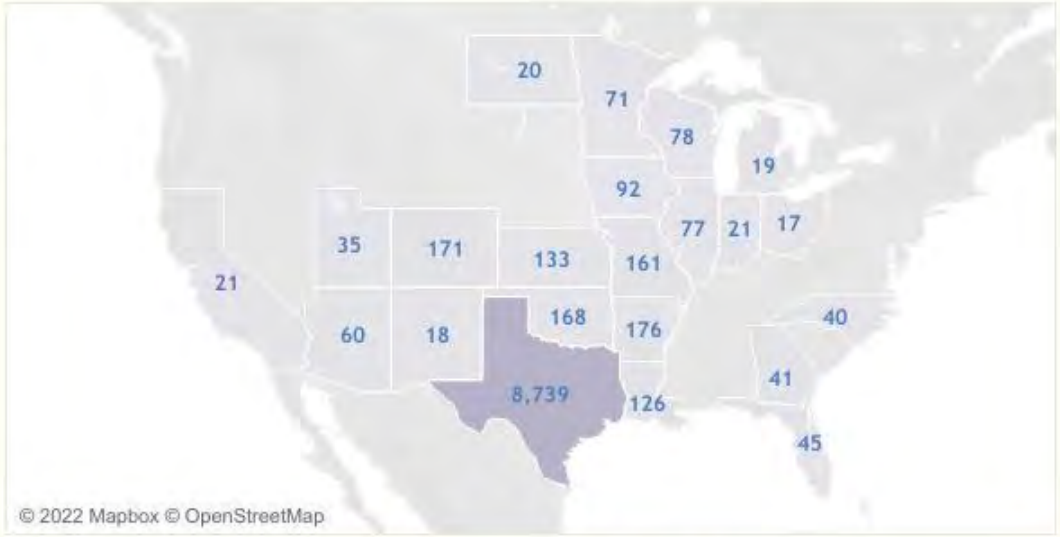
2018

1/1/2018 - 12/31/2018
Fulton Mansion State
Historic Site



2019

1/1/2019 - 12/31/2019
Fulton Mansion State
Historic Site



2020

1/1/2020 - 12/31/2020
Fulton Mansion State
Historic Site



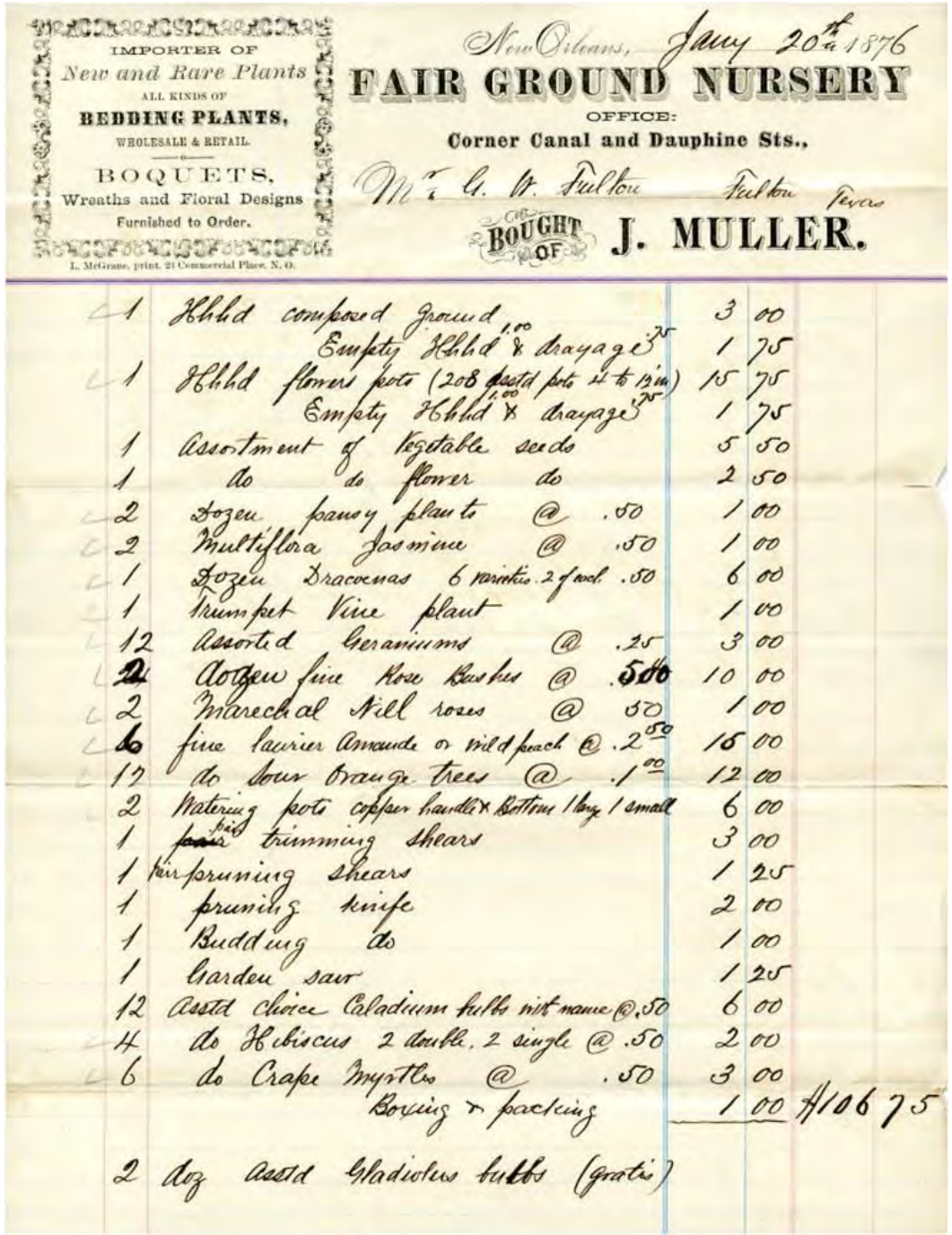
2021

1/1/2021 - 12/31/2021
Fulton Mansion State
Historic Site



The history

The Fultons planted a variety of decorative and kitchen garden plants and experimented with which varieties would grow in the Rockport environment. We want to pay homage to this history by growing these plants, utilizing them in culinary programs, and educating the public in botany and horticulture.



IMPORTER OF
New and Rare Plants
ALL KINDS OF
BEDDING PLANTS,
WHOLESALE & RETAIL.
BOQUETS,
Wreaths and Floral Designs
Furnished to Order.

L. McGrane, print. 21 Commercial Place, N. O.

New Orleans, Jany 20th 1876

FAIR GROUND NURSERY
OFFICE:
Corner Canal and Dauphine Sts.,

Mrs G. W. Fulton Fulton Texas

BOUGHT OF J. MULLER.

1	Hhlbd composed ground	3	00
	Empty Hhlbd 1.00 & drayage .75	1	75
1	Hhlbd flower pots (208 assted pots 4 to 12in)	15	75
	Empty Hhlbd 1.00 & drayage .75	1	75
1	Assortment of Vegetable seeds	5	50
1	do do flower do	2	50
2	Dozen pansy plants @ .50	1	00
2	Multiflora Jasmine @ .50	1	00
1	Dozen Dracenas 6 varieties 2 of each .50	6	00
1	Trumpet Vine plant	1	00
12	Assorted Geraniums @ .25	3	00
20	Dozen fine Rose Bushes @ .500	10	00
2	Marechal Niel roses @ 50	1	00
60	fine laurier Amande or wild peach @ .250	15	00
12	do Sour Orange trees @ .100	12	00
2	Watering pots copper handle & Bottom 1 larg 1 small	6	00
1	pair trimming Shears	3	00
1	pair pruning Shears	1	25
1	pruning knife	2	00
1	Budding do	1	00
1	Garden saw	1	25
12	Assrd choice Caladium bulbs with name @.50	6	00
4	do Hibiscus 2 double, 2 single @ .50	2	00
6	do Crape Myrtles @ .50	3	00
	Boxing & packing	1	00
			#10675
2	doz assrd Gladiolus bulbs (gratis)		



P.O. DRAWER 451 TELEPHONE 1039.

New Orleans February 10th 1896

Mr. W. A. Swingle

Gregory Texas

FRESH GARDEN SEEDS, FROM R. FROTSCHER N.O.

Bought of R. FROTSCHER

DEALER IN

FLOWER, FIELD & GARDEN SEEDS

TERMS CASH

Nos 521 To 525 (Old Nos 15 & 17) DUMAINE ST.

BRANCH STORE NEAR THE FRENCH MARKET Nos 518 & 520 (Old No 102) GRAVIER ST.

O. S. 74

1/4 oz. Imported Havana Tobacco seed 50

I have never heard the Spanish but this variety is the best

Paid Estate Richard Frotscher

per

The garden before we lost many of the mature trees and shrubs









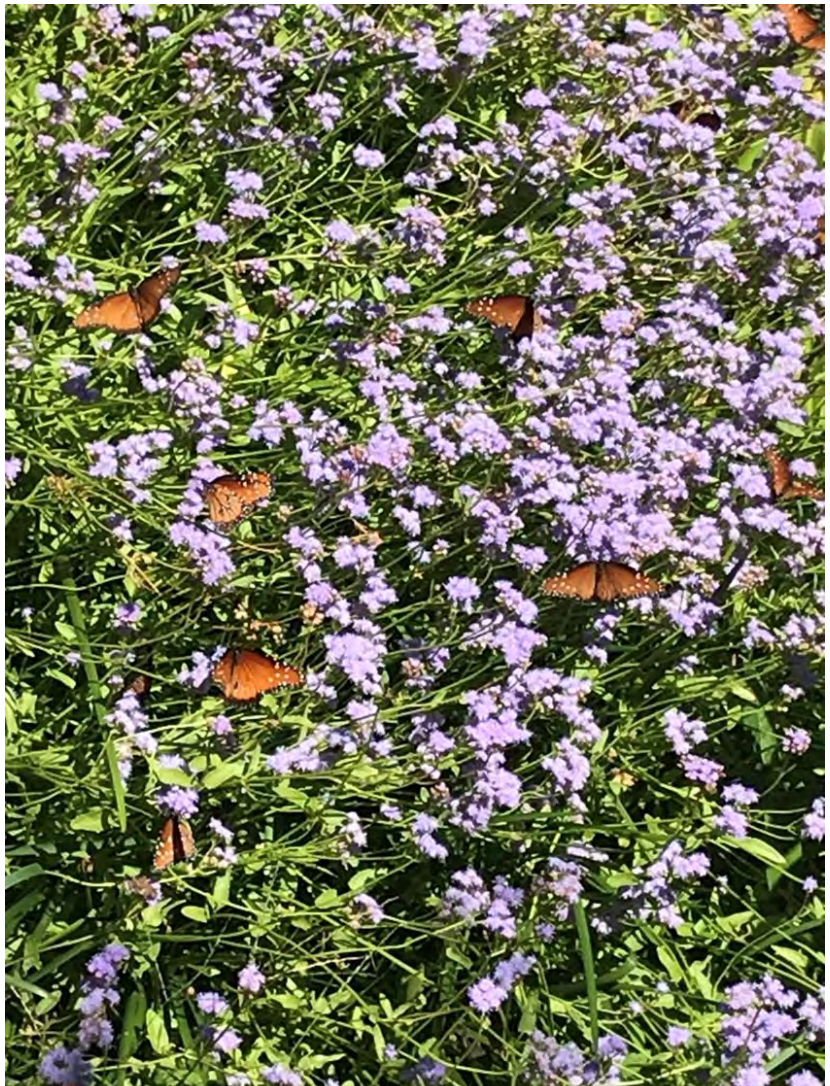


In addition to increased rental and event opportunities, funding the garden renovation will allow us to re-introduce educational programming around botany and the culinary arts and participate more fully in events such as the City Nature Challenge and Hummerfest.





Time, termites, storms and freezes have combined to devastate our live oaks and our butterfly and bird attracting plants. We are working to reintroduce them to be true to our history and better for the natural environment.







2022-2023 Request

- $6,000 in category 3 advertising the Mansion as a rental venue with renovated garden facilities
- $24,000 in category 4 to support educational tours on art and historical topics
- $20,000 in category 5 to restore and preserve the Victorian gardening efforts of the Fultons
- Total: $50,000

- This funding will promote year round visitation, not just on holiday or festival weekends.
- Improved tour and garden facilities will increase our visibility as a rental venue
- Improved garden facilities will expand our arts programs to feature horticulture and culinary programs
- A portion of the money will stay local in landscaping, staffing, etc.

Labor Day Music Fest
Pan American Civic Association

FUNDING HISTORY							
FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 2022-23
$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 5,000	$ 15,000

Hotel Occupancy Tax Funding Application

Date: _____

Organization Information

Name of Organization: Pan American Civic Association

Address: 301 Flag Lake Dr

City, State, Zip: Clute, TX 77531

Contact Name: Jim Luna Contact Phone Number: 979-665-1923

HOT Contract Email: lunagmp@yahoo.com

Web Site Address for Event or Sponsoring Organization: _____

Type of Organization: ____ Governmental ✓ Non-Profit ____ Private/ For-Profit

Tax ID #: _____ Organization's Creation Date: _____

Purpose of Organization: To help underpriveledged kids continued education

Event Information

Name of Event or Project: Little Bay Labor Day

Date of Event or Project: September 3-4, 2022

Primary Location of Event or Project: Rockport, TX Festival Grounds

Amount Requested: $ 15,000.00

How will the funds be used: Toward Marketing across the State of Texas, targeting McAllen, Houston, San Antonio, and Dallas via Radio, Media Print, Social Media, and Billboard.

Primary Purpose of Funded Activity/Facility:

To continue the annual ~~event (concert)~~ cultural event started 5 years ago during Labor weekend that continues to draw thousands of people from all over the state.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 5

2. Expected Attendance: 2-3K Prior year's attendance: Over 3,000

3. How many people attending the Event or Project will use City of Rockport hotels? 60%

   Number of nights will they stay: 2-3

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   Yes, this year 12 rooms are booked for employees for 2 nights at the OYO

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Hotel/Motel Tax

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   None

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Yes. ~$10K Some is used to ward educational purposes

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $1,500
   Radio: $8,000
   TV: $2,000
   Other Paid Advertising: $2,000

   Number of Press Releases to Media 4
   Number Direct Mailings to out-of-town recipients 0

   Other Promotions Emails, Social Media via Boost

9. Will you include a link to local hotels on your website for booking during this event?
   Yes

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Movie theatre commercials across 2 local theatr. Also solicit small marketing schemes to local businesses to give away tickets to potential customers

12. What geographic areas does your advertising and promotion reach?
    Major cities across Texas

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Nautical Flea Market
Rockport Yacht Club

FUNDING HISTORY						
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 2,500	$ 2,500	$ 2,000	$ 1,500	$ 1,500	$ 1,800	$1,800

Hotel Occupancy Tax Funding Application

Date: 5/31/2022

Organization Information

Name of Organization: Rockport Yacht Club

Address: 722 Navigation Circle

City, State, Zip: Rockport TX 78382

Contact Name: Shannon Carney Contact Phone Number: 361-205-1965

HOT Contract Email: ryctx@sbcglobal.net

Web Site Address for Event or Sponsoring Organization: www.rockportyachtclub.org

Type of Organization: ____ Governmental X Non-Profit ____ Private/ For-Profit

Tax ID #: 191215 7605 Organization's Creation Date: 1969

Purpose of Organization: Recreational & safe boating and related activities to include - Cruising, Racing, Youth Sailing Educational Program, Water Safety & Education, Youth Sailing Regatta

Event Information

Name of Event or Project: RYC Nautical Flea Market

Date of Event or Project: May 6 & 7, 2023

Primary Location of Event or Project: Rockport Harbor

Amount Requested: $ 1800.00

How will the funds be used: Advertising and Promotional material to raise awareness of the event as well as highlighting amenities of the area as the event is held on a weekend.

Primary Purpose of Funded Activity/Facility:

Raise funds to support our Youth Sailing Program which ~~is~~ reaches the community as well as youth from out of town. The RYC also organizes educational programs for adult members of the community.

Percentage of Hotel Tax Support of Related Costs

50% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

~~0~~ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

~~0~~ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities N/A %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

(sc) ☒ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☒ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $ 1800.00

How many individuals are expected to participate in the sporting related event? 3000-3500

How many of the participants at the sporting related event are expected to be from another city or county? ~85%

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

As this event is held on a Saturday & Sunday, there is the opportunity for the public to attend our event & then partake in the other tourist activities on offer around the Harbour. We also have vendors who stay for Fri.-Sun.,

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 22 years
2. Expected Attendance: 3300 Prior year's attendance: 2500
3. How many people attending the Event or Project will use City of Rockport hotels? ~75%

   Number of nights will they stay: 1-2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   N/A

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others - ~~Fees~~	
May 1-2, 2021	$ 1800	$ 0	~45%
May 4-5 2019	$ 1500	$ 0	~80%
May 5-6 2018	$ 1500	$ 0	~70%

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Survey of the persons attending the event and survey of the vendors at the event

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   None

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   We charge $5.00/person but under 12 yoa. are free. We do anticipate a net profit between ~$10,000 to $18,000. All profits go to the running of the Educational programs - Youth Sailing, Junior & Senior Regattas - as well as maintenance of facilities to conduct these programs.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 400.00
   Radio: $ ——
   TV: $ 1450.00
   Other Paid Advertising: $ 450.00

   Number of Press Releases to Media 2
   Number Direct Mailings to out-of-town recipients over 100 - other yacht clubs & club visitors

   Other Promotions Facebook ads, Instagram, Chamber of Commerce Calendar inclusion

9. Will you include a link to local hotels on your website for booking during this event?
   Yes.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Not at this time but possible in the future

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Advertising on swap meet calendars, Mail outs to visitors to our club from throughout the year, Facebook advertising campaigns.

12. What geographic areas does your advertising and promotion reach?
    Most of the State of Texas

13. How many individuals will your proposed marketing reach who are located in another city or county? Tens of thousands

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: N/A

    Percentage of those in attendance that are staying at area hotels/lodging facilities: N/A %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Marketing Plan for Nautical Flea Market 2023

1. TV Advertising- Local and cable in Texas Regions

2. Social Media- Buy/Sell/Trade sites , Boating & Fishing Forums, local tourist information sites

3. Press Releases- Local and Regional news outlets

4. Sports Publications- Statewide magazines

5. Direct mailing- Yacht clubs located within the State of Texas as well as club visitors from throughout the year

Schedule of Activities/Events relating to the NFM 2023

1 Jan 2023- appoint chair and activity chairs

Feb – April 2023- Organize teams, Recruit prior and new vendors, obtain permits, create and post signage, contract advertising and tv promotion, obtain security

May 5, 2023- Set up and host vendors

May 6, 2023- Open to the Public from 10a – 5pm

May 7, 2023- Open to the Public from 10a – 4pm

Rockport Center for the Arts

FUNDING HISTORY							
FY 15-16*	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$109,700	$124,500	$ 138,000	$ 128,000	$128,000	$ 125,000	$250,000	$ 295,000

*Includes Rockport Film Festival $2,500 FY 2015-2016 request

Hotel Occupancy Tax Funding Application

Date: 5/27/22

Organization Information

Name of Organization: Rockport Center for the Arts

Address: 638 E Market St

City, State, Zip: Rockport, TX 78382

Contact Name: Luis Puron Contact Phone Number: 361-450-8022

HOT Contract Email: luis@rockportartcenter.com

Web Site Address for Event or Sponsoring Organization: www.rockportartcenter.com, www.the-rocc.com

Type of Organization: _____ Governmental __X__ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1652612 Organization's Creation Date: 5/20/1969

Purpose of Organization: Rockport Center for the Arts' mission is to be the catalyst and epicenter to explore the creative arts.

Event Information

Name of Event or Project: Promotion of the Arts, Promotion of the Hotel and Convention Industry

Date of Event or Project: 10/1/2022 - 9/30/2023

Primary Location of Event or Project: 106 S Austin Street, 204 S Austin Street

Amount Requested: $ 295,000

How will the funds be used: Promotion of the Arts - $145,000

Promotion of the Hotel and Convention Industry - $150,000

A detailed budget is attached in the Marketing Proposal.

Primary Purpose of Funded Activity/Facility:

Arts: Annual Calendar of Multidisciplinary Arts Programming

Hotel & Convention Industry: Operation, Advertising and Promotion of the Rockport Conference Center

Percentage of Hotel Tax Support of Related Costs

72% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

28% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 100 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $ 85,000

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $ 15,000

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 50,000

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ $145,000

A detailed budget of category 4 is included in the Marketing Proposal

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 53 Years

2. Expected Attendance: 35,000-40,000 Prior year's attendance: 24,642

3. How many people attending the Event or Project will use City of Rockport hotels? 10,863

   Number of nights will they stay: 19,122

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   For major events and programs, blocks of rooms are reserved at Intrepid Hotels properties.

   For the Rockport Conference Center we are partnering with 9 local hotel properties.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
FY 2022	$ 250,000	$ $300,000	thousands
FY 2021	$ 125,000	$ 288,543	thousands
FY 2020	$ 126,500	$ 248,603	thousands

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Please refer to appendix attached to the back of this application.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County, Texas Commission on the Arts, National Endowment for the Arts, Texas

   Women for the Arts

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Admission is charged at ticketed and gated events. End of year surpluses for our

   programs are expended at the discretion of the Board of Directors.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Please refer to pages 12 and 13 of the Media Plan and Buy section of the Marketing Proposal.

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
Yes. Nine major local properties are listed in the Rockport Conference Center website.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Promotion of a new facility opening October 2022 designed to attract Hotel and Convention Industry activity.

12. What geographic areas does your advertising and promotion reach?
Statewide

13. How many individuals will your proposed marketing reach who are located in another city or county? 6 Million impressions

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: 35,000-40,000

Percentage of those in attendance that are staying at area hotels/lodging facilities: 56 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Appendix
City of Rockport Application for Hotel Occupancy Tax Funding

How will you measure the impact of your event on area hotel activity?

Highest impact: During the largest event, July's Rockport Art Festival we survey the artists that come from different parts of the southern United States (from California to Florida) to inquire about length of stay, location of lodging used during their visit, and economic impact through their specific sales and their expenditures in area businesses. This data is then tabulated to compare results to prior year(s) and shared with City Council.

We also record zip code data as follows:

1) Every visitor is asked for a zip code. The zip code is recorded and at the end of the month all attendance data is tabulated, counted, analyzed and compared against the PR/media campaign itself and against prior year performance.
2) The same technique is employed at all major events – the Art Festival, the Art Fair and the Film Festival.
3) All zip code data is tabulated, analyzed and synthesized into reports that provide a detailed account of visitor geographic zones and target markets of interest which helps craft the annual media buy for the art center. The annual media buy and PR campaign is amended annually based on the most current visitation analysis.
4) Major metropolitan areas and rural areas beyond a 75 mile circumference of are also targeted for marketing. The most robust market is analyzed on a quarterly basis to identify any fluctuations and it is compared against media dollars spent for promotion.
5) Corpus Christi and Victoria DMA are also tracked.
6) The Rockport Conference Center will provide us with a new avenue for zip code tracking and participants visiting the space for a variety of activities. Their zip code data will be tracked using methods described above that we have been utilizing for decades.

##

May 27, 2022

Honorable Mayor Tim Jayroe
City of Rockport
2751 State Highway 35 Bypass
Rockport, Texas 78383

Subject: Marketing and Promotion Plan, 2022 – 2023

Dear Mayor Jayroe,

Please accept the attached application and marketing proposal from Rockport Center for the Arts which includes both highlights of activities and tourism data for the 2021-2022 fiscal year, as well as a documentation for our financial request for the upcoming fiscal year, 2022-2023.

As per the Texas Tax Code, Chapter 351, you will see in the required application a tourism budget for the Promotion of the Arts and a budget for the promotion of the Tourism and Hotel and Convention Industry in preparation for a fall 2022 opening of our new facilities.

The new facilities comprise a 1.2 acre campus, 22,000 sf of new space and a 16,000 sf sculpture park that will unify our properties at the intersection of S. Austin St. and North St. in the heart of downtown Rockport.

An expansion of space for existing and new programs has been the goal since strategic planning sessions began in 2014, to *Imagine* a capital project valued at $12.3M. These facilities will be fully paid for and will help generate additional tourism as the multiplicity of new programs are promoted statewide.

For the past 53 years, we have set the bar high in providing authentic and compelling cultural programming for our community and visitors from across the United States. For the past five years we have placed more thoughtful analysis into the synthesis of zip code and visitor data that comprise our quarterly statistical reports to council. We have improved our marketing team, branding and promotional strategies. We have used collected data, and the changing face of advertising in the 21st century to craft publicity and marketing campaigns that bring demographics to the forefront in consideration of our cultural tourist. You can expect the same when we begin to market to the business traveler, an avenue that will bring tourism to our coastal community during the mid-week market – Sunday to Thursday. We have invested in human resources and consultants with national renown to make our goals happen. We are partnering with local hotel properties to bring tourism to support our events.

Since 2017 we have added three signature events to the three that were in existence prior. We remain cognizant of the importance tourism has towards the betterment of our great City and the integral role it plays in the quality of life of our community.

Rockport Center for the Arts is very grateful for the financial support the City of Rockport provides annually through the Hotel Occupancy Tax Grant. Please accept our proposal for consideration for the upcoming fiscal year budget. Thank you,

Luis Purón
Executive Director

ROCKPORT CENTER FOR THE ARTS

Marketing and Promotion Plan
2022 – 2023

Table of Contents

a. Executive Summary

b. Adding Density to Downtown Rockport: Where We Are Today, And Where We are Going

c. Marketing Campaign and Creative Partnerships

d. Media Plan and Buy, Projected 2023 Budget (October 2022).

e. Annual Attendance Impact, Visitors to Major Events

f. Annual Attendance Impact, Visitors to the Art Center Showroom and Classrooms

g. Program Highlights

h. A Message from Carla Ligon, Creative Director of The Rockport Conference Center (The ROCC)

i. Brand Positioning - Rockport Conference Center

j. Marketing Budget

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

k. Marketing Budget

Category 1 - Convention Centers
Category 2 – Registration of Convention Delegates
Category 3 – Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

Appendix. Strategic Brad Positioning – The Rockport Conference Center

a. Executive Summary

Our Mission

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

Our Caption

Explore. Discover. Express.

Our Vision

Rockport Center for the Arts (RCA) continuing its legacy as one of the top ten coastal art colonies in the US, expanding during its next fifty years with an iconic, architecturally significant space and innovative cultural programs and initiatives that engage, teach and inspire students, artists, residents and visitors while spurring economic development and revitalization.

Our Organization's History and Existing Programs

Established in 1969 by a group of artists as an Art Guild, Rockport Center for the Arts is host to nationally recognized and well-funded programming in several areas, drawing visitors to the Texas coast that engage in visual arts and art education programming. RCA has also partnered artists from around the world to engage with the local community through a variety of well-funded and endowed programs:

1. *Arts Education for Youth, Families and Adults*
2. *Promotion of the Arts as a Career through Scholarships and Awards for Higher Education*
3. *Visual Arts Exhibition Program*
4. *Artists in Residence Program*
5. *Visiting Artists Lecture Series*
6. *Sculpture Garden Permanent Collection*
7. *Major Annual Events that Promote Tourism and Economic Development*

Our Program Performance by the Numbers

*Art Education for Youth, Families and Adults Programs**

Program Name	*History (Years)*	*Served Annually*	*Funding*	*Other*
ArtSpace Summer Art Camp	*24*	*500*	*Fully-funded, Endowed*	*Affiliate: SW School of Art*
Free Family Saturdays	*7*	*3,000*	*Fully-funded*	*Affiliate: Other Local Attractions*
Art Educator Days	*20*	*60*	*Tuition-funded*	*CEUs provided to 20 ISD in TX*
The Penny Redmon Fund	*7*	*120*	*Fully-funded, Endowed*	-
Workshops and Classes	*53*	*1,400*	*Student tuition funded*	-

**All programs employ and pay working artists.*

Visual Arts Exhibition Program

Program Name	*History (Yr)*	*Served Annually*	*Funding*	*Other*
*Annual **Art Exhibition** Calendar*	*53*	*27,000*	*Exhibit sales and grants*	*27 exhibits per year in 3 galleries*

Our Signature Events*

Every year RCA energizes local economic development with six signature events designed to bring tourism to the Texas coast:

Event Name	*Time of the Year*	*Tradition*	*Attendance*
*Rockport Clay Expo***	*February*	*19 years*	*800*
Spring Art Fair	*March*	*2 years*	*1,300*
Rockport Art Festival	*July*	*54 years*	*10,000*
Silver Meltdown	*October*	*5 years*	*400*
Guy Clark Festival	*November*	*1 year*	*1,000*
*Rockport Film Festival****	*November*	*16 years*	*1,000*

**The Art Fair, Art Festival and Film Festival are 3-4 day weekend events with media buy budgets.*
***A partnership with the Aransas County Council on Aging, Meals on Wheel Program.*
****A partnership with the Rotary Club of Rockport.*

Our Biggest Asset

At RCA we believe that- whether staff, board member, visiting artist, volunteer, contractor, consultant, local guest, or visitors from across the United States people are our biggest asset. People that interact with RCA in a significant way are our most effective brand ambassadors and will have a direct impact on the organization's revenue potential which will give us the operational funds to succeed as Rockport's top non-profit organization.

Our Annual Budget & Endowment
$1.3 M *$560,000*

Our Competitive Advantage

Our competitive advantage can be encapsulated with 5 concepts: History, Innovation, Leadership, Resilience, and Outside the Box Thinking.

As a leader in the Arts in the State of Texas, Rockport Center for the Arts has been transforming lives for over 53 years. In 2014, RCA started addressing growth through strategic planning. In 2016, we invested in land to build a new facility and expand programming. In 2017, Hurricane Harvey accelerated plans to build a new facility. In 2018, we launched a major gift campaign that allowed us to break ground in 2021 on an ambitious 1.2 acre campus with 22,000 sf of new space in downtown Rockport. A partnership with the City of Rockport allowed us to obtain a

$5M grant from the Economic Development Administration (EDA) March 2019. In March 2021 the Kline Building Cafe was relocated to make way for construction. Construction started April 5, 2021 and is slated for completion September 6, 2022. The new $12.3M campus will add new programs and revenue centers that will make the added space sustainable. Award winning architects, David and Elizabeth Chu Richter of Richter Architects are the lead designers on the project. Teal Construction Company is the contractor. The brick and mortar project has a guaranteed maximum price of $8.733,920. GrantWorks is administering the EDA grant.

Our New Programs

Performing Arts
Media Arts
Culinary Arts
Literary Arts

Our New Tourism Target – The Hotel and Convention Industry

Small Conventions
Business and Association Conferences
Sales Meetings
Trade Shows
Expos
Travel Summits
Destination Management
Symposiums

The Rockport Conference Center Website

https://www.the-rocc.com/

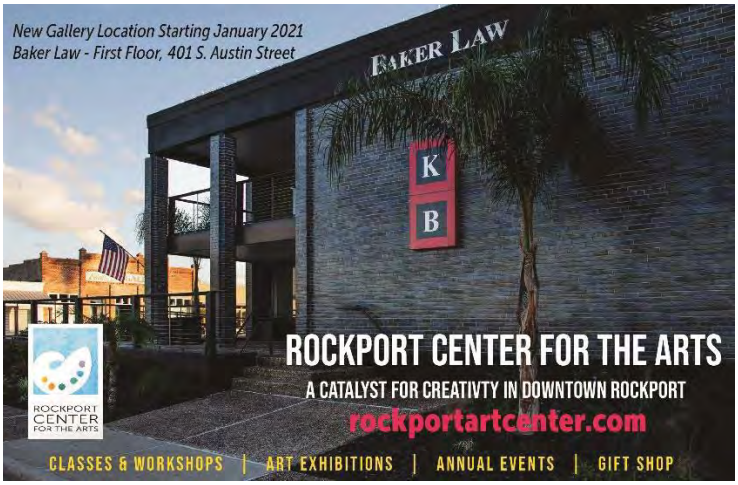
The Rockport Conference Center Meeting Planning Platforms

Eventective – a lead referral service for conferences, conventions and meeting rooms only
Cvent – the major lead generator for hotels and corporate businesses for conferences and hotels
Social Tables – marketing tool for meetings rooms, conventions, and conference centers to show clients in real time venue set-up options, final room diagrams to move forward to the completion of a contract

Our Local Hotel Partners

Fairfield Inn and Suites, by Marriott
Hampton Inn and Suites
La Quinta Inn and Suites
Holiday Inn Express and Suites
Quality Inn on Aransas Bay
The Inn at Fulton Harbor
Pelican Bay Resorts
Days Inn Rockport
The Lighthouse Inn at Aransas Bay

b. Adding Density to Downtown Rockport: Where We Are Today, And Where We Are Going



Building 1: Rockport Center for the Arts
Height: Two-story Building
Size: 14,000 sf
Purpose: Art Education, Visual Arts, Administration
Main Features: 5 classroom spaces including a standalone fully equipped clay studio, 4 galleries, gift shop, elevator, restrooms in both floors, an administration suite, roof top terrace, connectivity through porches, state of the art audiovisual, loading dock

Building 2: Rockport Conference Center (The ROCC)
Height: One-story Building
Size: 8,000 sf
Purpose: Business Conferences, Trade Shows, Expos, Performing Arts, Media Arts, Culinary Arts, Literary Arts, the Home of the Clay Expo, Film Festival, Silver meltdown, Guy Clark Music Festival
Main Features: a foyer, a 4,500 ballroom, restrooms, a fully equipped catering and culinary arts kitchen, storage bay, partitions to break ballroom into 4 spaces, state of the art audiovisual, loading dock

Sculpture Park: Exterior Green Spaces with Sculptural Works from the Art Center's Permanent Collection
Size: 16,000 sf
Purpose: Connectivity between the Building 1 and 2, access to 70 parking spaces on Austin and Water St.
Main Features: Green spaces, water features, exterior performing arts space, extension of the visual arts program through the display of sculptural work by artists of regional, national and international renown, state of the art audio

Offsite Parking: Located on-block away from the campus at the intersection of Magnolia and North St.
Size: 60 spaces

Sate of the Art Facilities: Other Campus Features:

- Dedicated fiber optic cable line for high speed internet solely dedicated and provided for the campus.
- Services from Network Cabling Services of Houston, Texas and Layer One Networks of Corpus Christi for telephone, audio visual, structured cabling, Wi-Fi integration, and campus-wide security monitoring.
- Underground electrical utilities.
- Resilient concrete and steel construction, elevated above FEMA requirements.







ROCKPORT ART ASSOCIATION, INC
OPERATING UNDER TWO BRANDS:
ROCKPORT CENTER FOR THE ARTS & THE ROCKPORT CONFERENCE CENTER

$12.3 MILLION DOLLAR TOTAL INVESTMENT
22,000 SQUARE FEET OF NEW SPACE IN DOWNTOWN ROCKPORT
DEBT FREE
CONSTRUCTION COMPLETION DATE SEPTEMBER 2022

c. Marketing Campaign and Creative Partnerships

A Global Campaign

Rockport Center for the Arts' advertising and publicity campaign is designed around the Art Festival and the Visual Arts Program, the largest direct advertising buys in the calendar year. Art Festival dollars leverage a media buy for the rest of the calendar year, and events.

Team Approach

Award winning public relations team with results oriented towards tourism:

Brand Positioning:	*Legend Labs*
Design Creatives:	*Snyder + Associates*
Media Market Analysis:	*BucketWorks*
Media Buyer:	*BucketWorks*
Public Relations:	*Winfrey Media Relations & Prokell Publicity, Inc.*
Videographer:	*Enlightened Images, MiSA, Ty Husak Photography*
Spokesperson:	*Kimmi Norvelle Moake*
Media Partners TV:	*KRIS-TV*
Media Partners Radio:	*KEDT 90.3 FM Corpus Christi and the Rio Grande Valley* *KVRT 90.7 FM Victoria & RGV, KMFA 89.5 Austin*
Media Partners Online:	*Glasstire*

d. <u>Media Plan and Buy, Projected 2023 Budget (Budget is presented to the Board October 2022).</u>

BUCKET WORKS

Rockport Center for the Arts
2022-2023 Media Buy Overview

711 N. Carancahua, Suite 1603
Corpus Christi, TX 78401
Telephone (361) 884-2992
www.bucketworksadvertising.com

DEMOGRAPHICS

AGE

- TV, CABLE, RADIO: 35+
- Spotify & Social Media: 25-64

DMAs

- Alice
- Austin
- Beeville
- Bishop
- Corpus Christi
- Dallas
- Fort Worth
- Houston
- Kingsville
- Kyle
- Mathis
- New Braunfels
- Odem
- Orange Grove
- Pleasanton
- Port Aransas
- Portland
- Premont
- Refugio
- Rio Grande Valley
- Robstown
- Rockport
- Round Rock
- San Antonio
- San Diego
- Seguin
- Sinton
- Skidmore
- Victoria
- Woodsboro

INTERESTS

- Arts & Culture
- Travel
- Supporter of public broadcasting
- News

BUCKET WORKS

MEDIA PLATFORMS PER MARKET

- **Coastal Bend**
  - TV: KIII TV, KRISTV, MeTV, Fox 38, Fox News, TV Land, HGTV, HLN, ID, Animal Planet, OXYG, Fox Business, Nat Geo, CMT, OWN, DIY, GOLF, BBCA, TRU, ESPN2, CCTV, CNBC, TWC, Paramount)
  - Radio: KEDT, 93.9FM
  - Billboard: Lamar
  - Social Media: KRISTV, CCBucketList
- **Rio Grande Valley**
  - Radio: KEDT
  - Billboard: Media Choice
- **San Antonio Area**
  - TV (Fox 29, NBC 4)
  - Spotify
  - Digital Ads: KRISTV
  - Eblasts/Newsletters: ACTX, MiSA
  - Web ads: ACTX
  - Billboard: Sign Ad
  - Social Media: ACTX, MiSA, Fox 29, NBC 4
- **Austin Area**
  - Radio: KMFA
  - Spotify
  - Digital Ads: KRISTV
  - Eblast: ACTX
  - Web ads: KMFA, ACTX
  - Billboard: Vibe
  - Social Media: ACTX, KMFA
- **Houston Area**
  - Spotify
  - Digital Ads: KRISTV
  - Eblast: ACTX
  - Web ads: ACTX
  - Billboard: Media Choice
  - Social Media: ACTX, It's Not Hou It's Me
- **Dallas Area**
  - Eblast: ACTX
  - Web ads: ACTX
  - Social Media: ACTX

BUCKET WORKS

NEW STRATEGY WITH KRISTV PARTNERSHIP

- **Investment**
  - $3,500 Trade for Patron Sponsorship
  - $4,000 Cash
- **KRISTV Deliverables**
  - Production of & airing of PSA across all stations (KRIS, KZTV, the CW, and KDF) using station talent
  - Coastal Living Segment with Clarissa Serna with on-air ticket giveaways
  - 52 spots
  - Custom landing page on KRISTV.com and KZTV10.com that link to event website
  - Targeted digital ads in Houston, San Antonio, and Austin using specific behavioral targeting, brand targeting, and proximity targeting
  - Facebook post promoting event on the KRIS 6 News Facebook page
  - All press releases and event information will be directly provided to each station's news director
- **RCA Deliverables**
  - List KRISTV as Patron Sponsor and provide all benefits
  - Provide 4 ticket pack for Coastal Living Segment

BUCKET WORKS

DIGITAL ADVERTISING STRATEGIES FOR SAN ANTONIO, AUSTIN, AND HOUSTON MARKETS

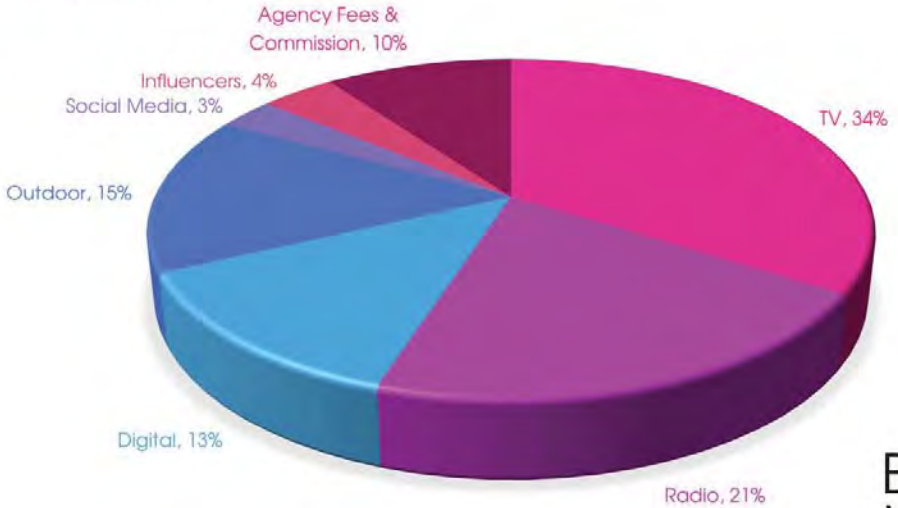
- **Behavioral Targeting**
  - Art enthusiasts
  - Travel enthusiasts
  - Retirees

- **Brand Targeting (targeting specific brand/retail within a specific time frame)**
  - RV retailers
  - Boat and marine retailers
  - Home decorating and improvement retailers
  - Luxury retailers (BMW, Neiman Marcus, etc.)

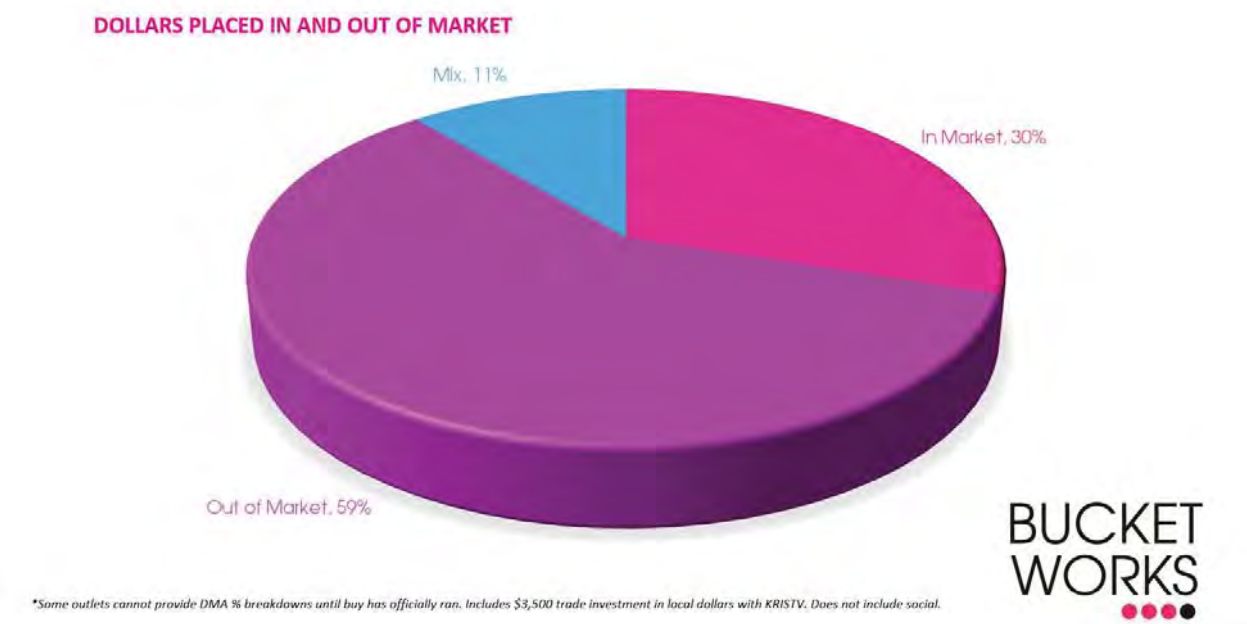
- **Proximity Targeting (targeting a defined vicinity or location)**
  - Museums and galleries
  - Houston Art Bike Festival (May 21)
  - Houston Art on the Yard by TSU Museum Studies (June 3-4)
  - Houston Andy Warhol Exhibit at University of Houston Clear Lake Art Gallery (May 19-June 24)
  - Round Rock PopUp Art Show (June 18)
  - Blanton Museum of Art
  - San Antonio Memorial Day River Walk Artisan Show (May 27-30)
  - ArtRageous by the Art Museum of South Texas (June 9)
  - ArtWalk & Mural Fest by Downtown Corpus Christi (June 3-4)

BUCKET WORKS

MEDIA OUTLET ALLOCATION



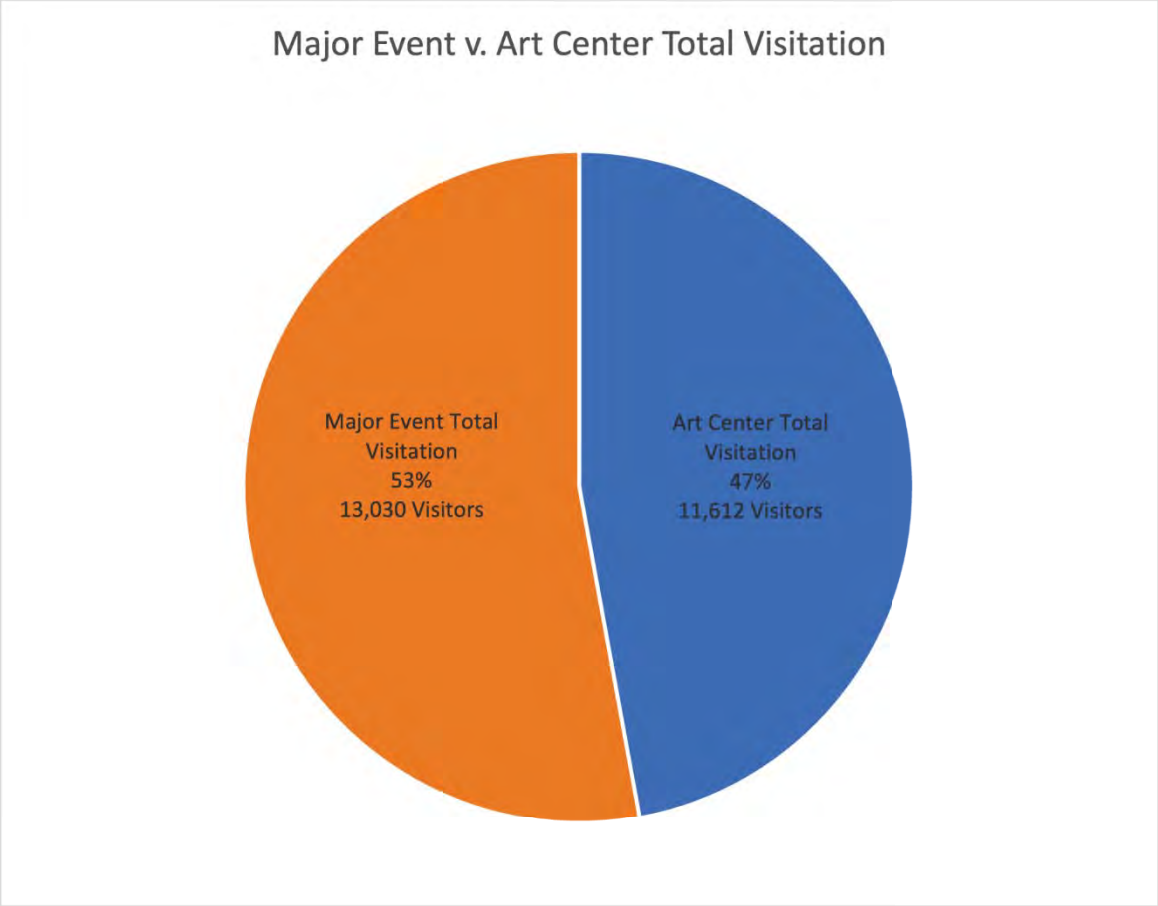
BUCKET WORKS

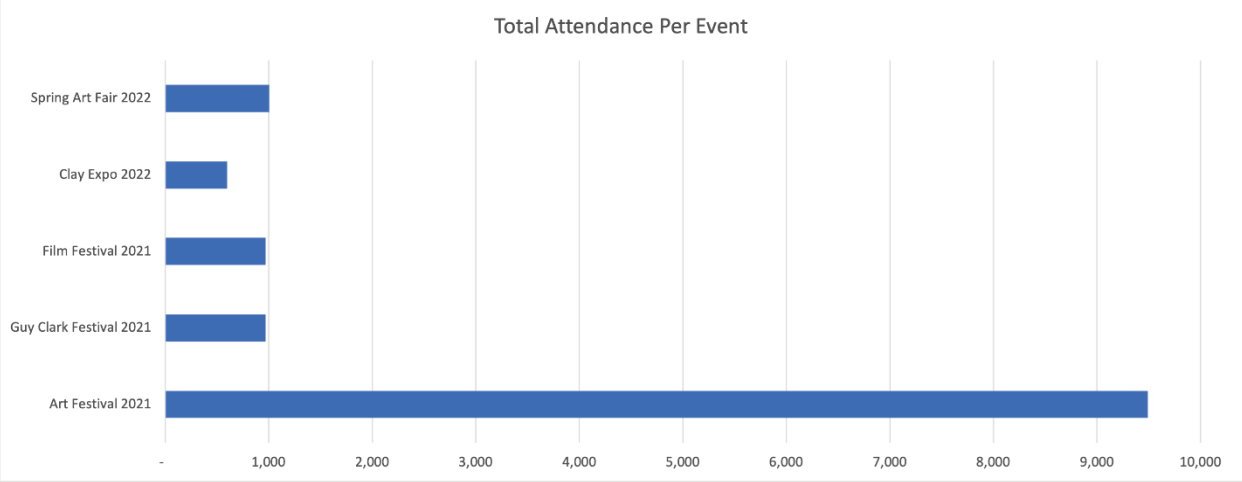


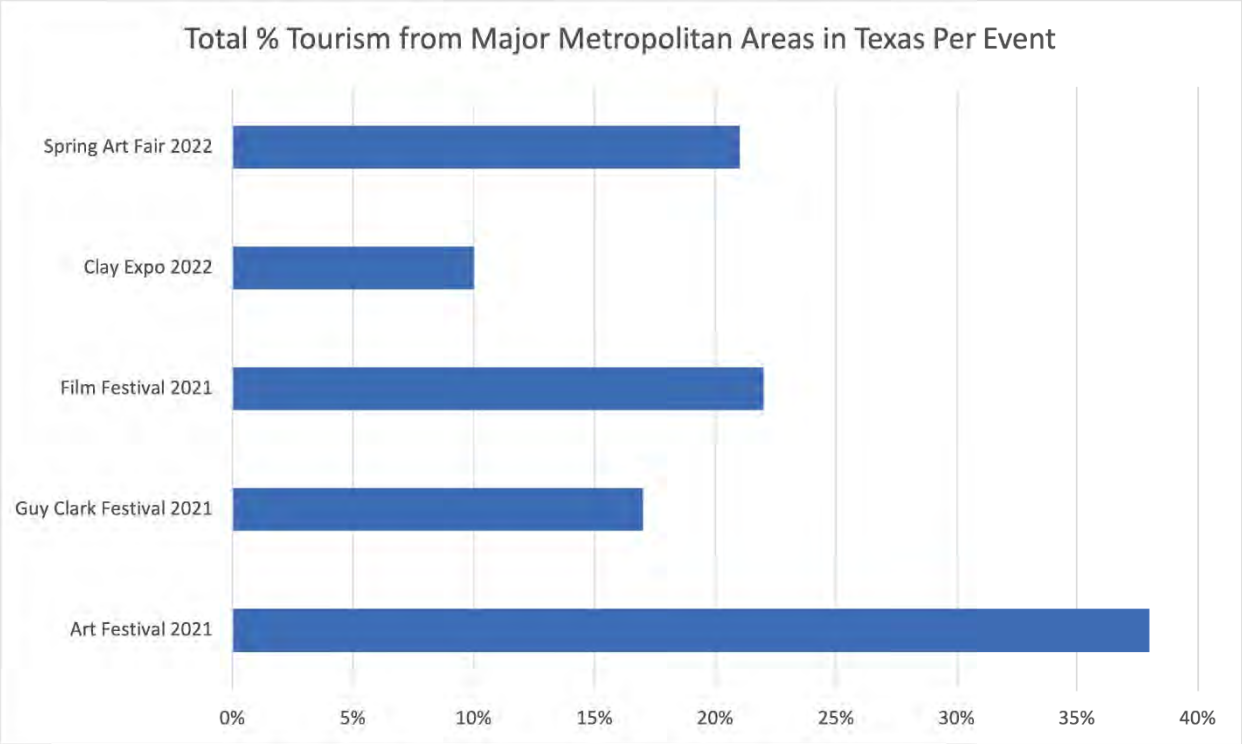
TOTAL MEDIA BUY 2022 MARKETING BUDGET: $113,000
61% HIGHER VS. 2021 MARKETING BUDGET

PROJECTED MEDIA BUY 2023 MARKETING BUDGET: $140,000
24% HIGHER VS. 2022 MARKETING BUDGET

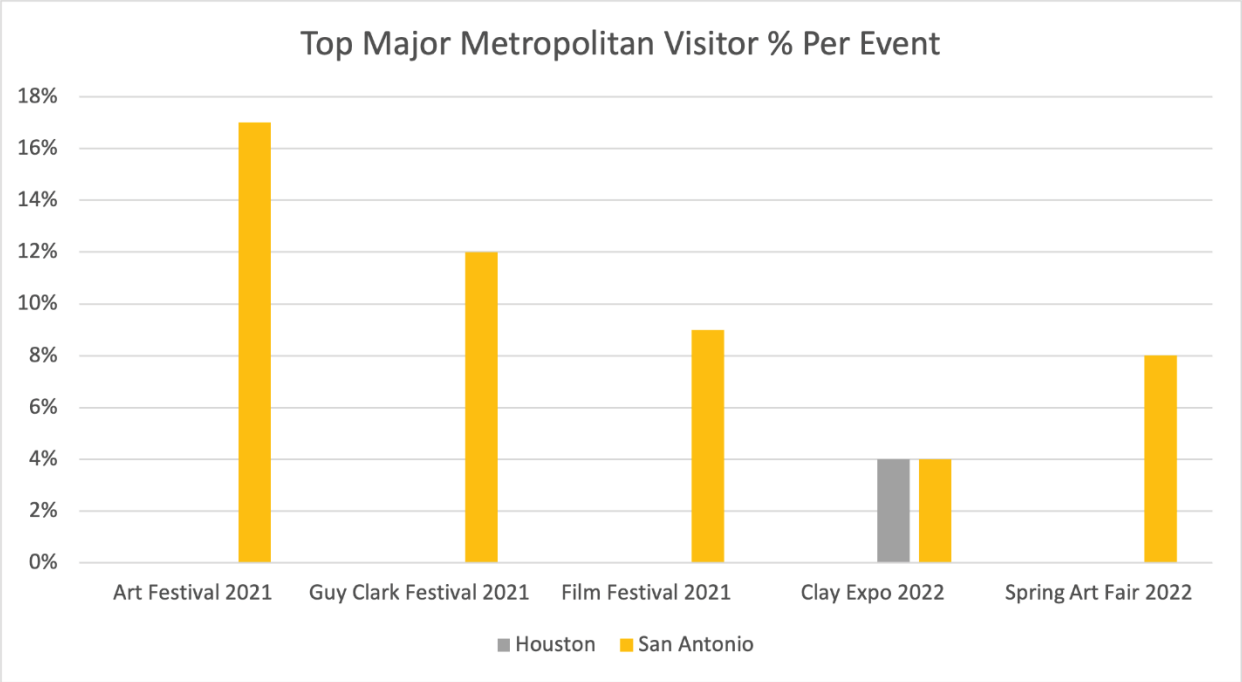
e. <u>Annual Attendance Impact, Visitors to Major Events</u>
May 2021 to April 2022



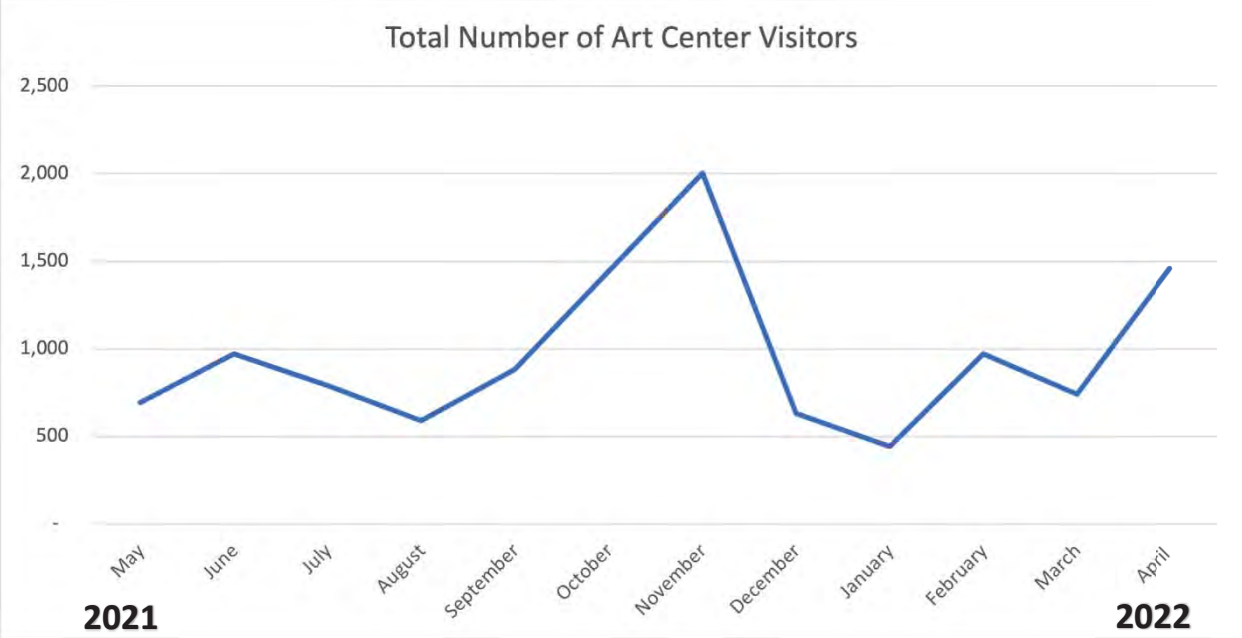


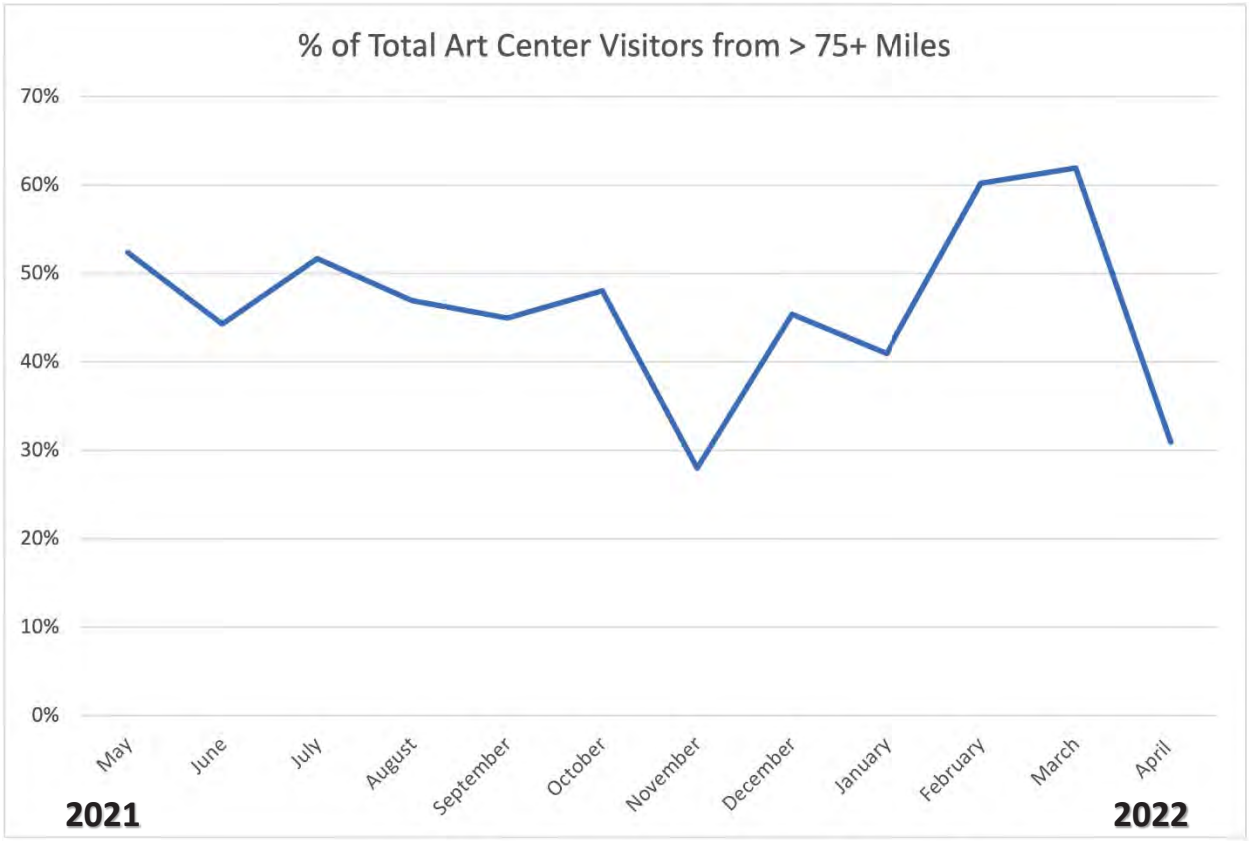

Total % Tourism from Major Metropolitan Areas in Texas Per Event
Spring Art Fair 2022
Clay Expo 2022
Film Festival 2021
Guy Clark Festival 2021
Art Festival 2021
0%
5%
10%
15%
20%
25%
30%
35%
40%

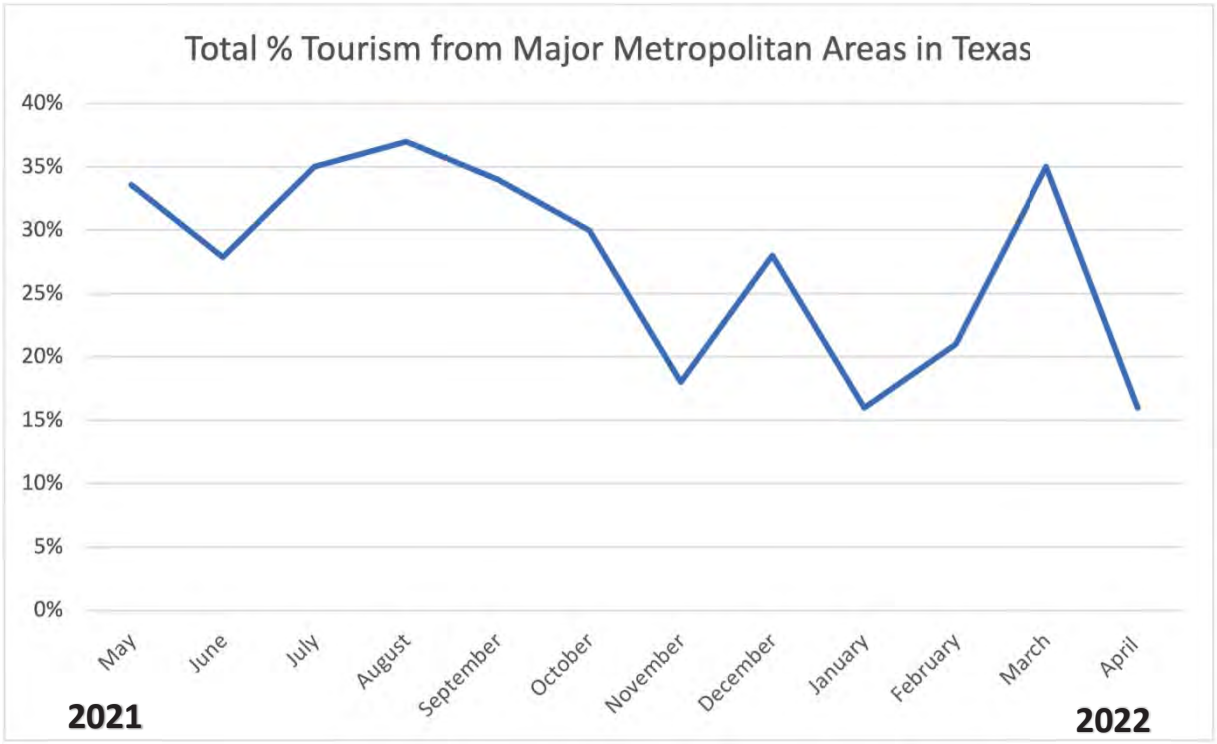

% of Visitors > 75+ Miles Per Event
60%
50%
40%
30%
20%
10%
0%
Art Festival 2021
Guy Clark Festival 2021
Film Festival 2021
Clay Expo 2022
Spring Art Fair 2022

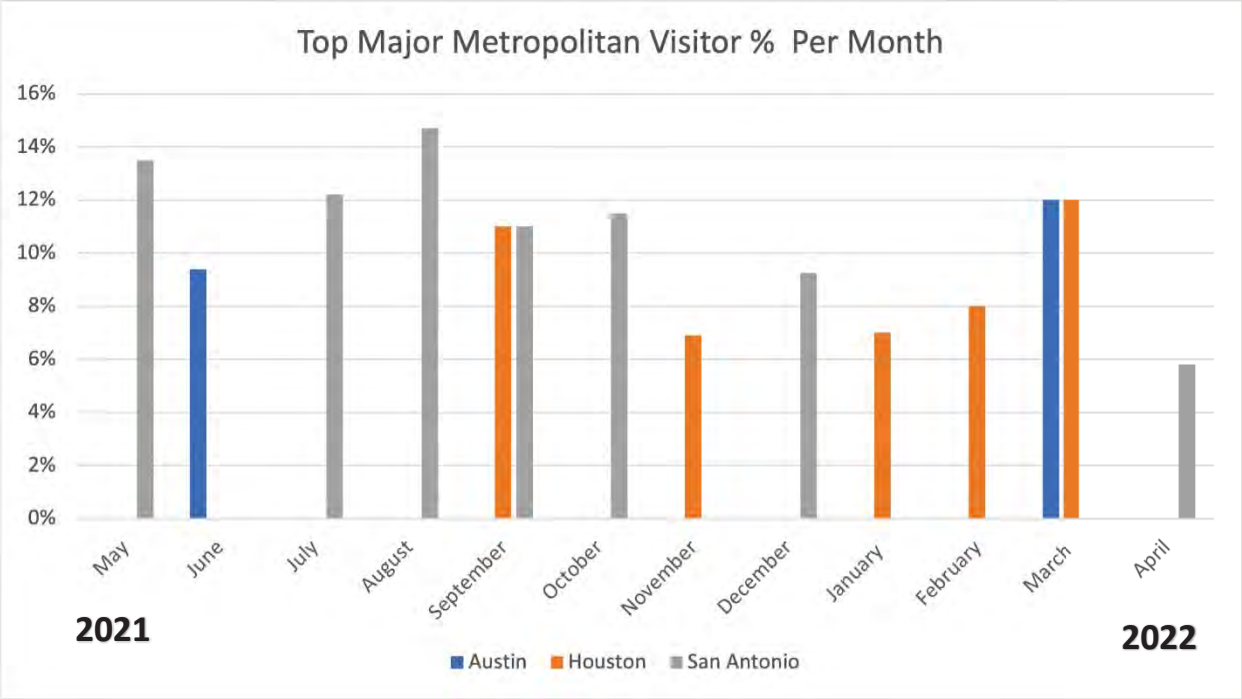


f. <u>Annual Attendance Impact, Visitors to the Art Center Showroom and Classrooms</u>
May 2021 to April 2022




% of Total Art Center Visitors from > 75+ Miles
70%
60%
50%
40%
30%
20%
10%
0%
May
June
July
August
September
October
November
December
January
February
March
April
2021
2022


Total % Tourism from Major Metropolitan Areas in Texas
40%
35%
30%
25%
20%
15%
10%
5%
0%
May
June
July
August
September
October
November
December
January
February
March
April
2021
2022

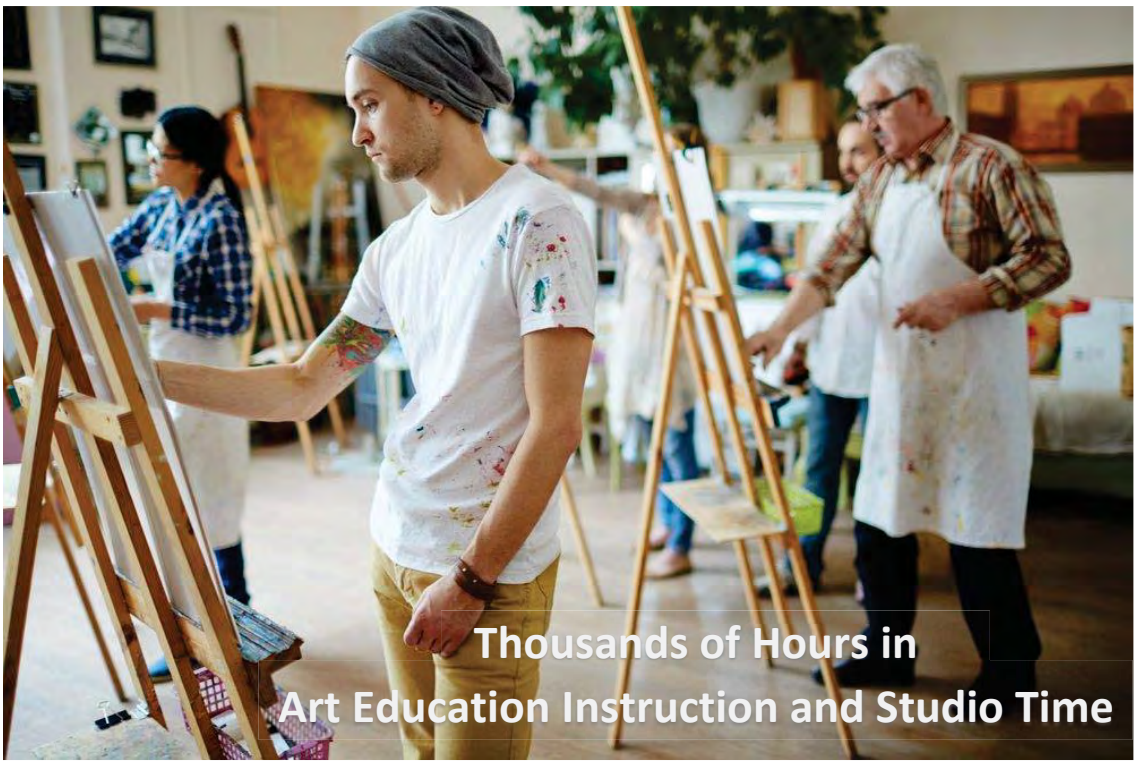

Top Major Metropolitan Visitor % Per Month
16%
14%
12%
10%
8%
6%
4%
2%
0%
May
June
July
August
September
October
November
December
January
February
March
April
2021
2022
Austin
Houston
San Antonio

g. **Program Highlights**



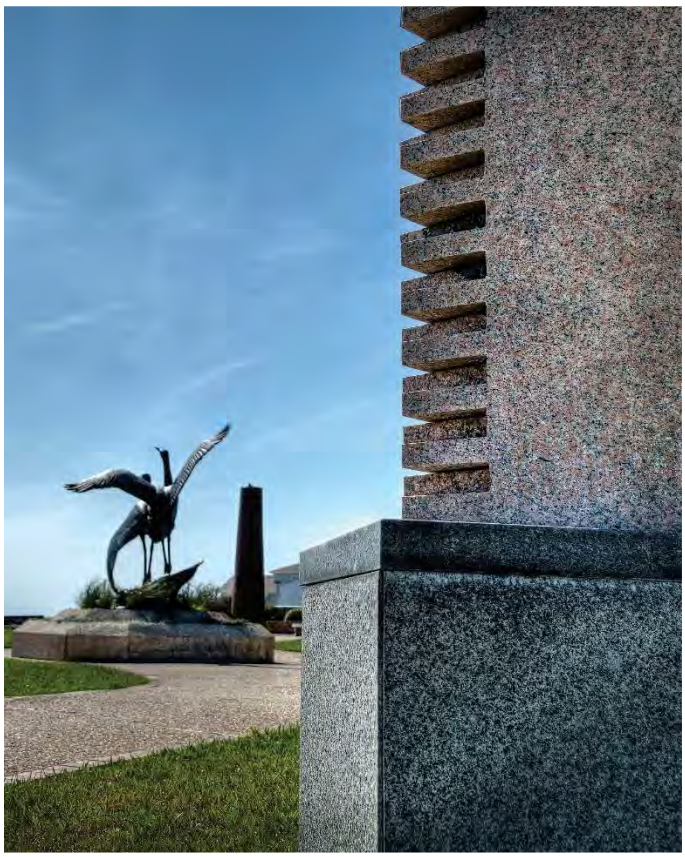



6 Major Events per Year
WOMEN ON THE VERGE OF A
SILVER MELTDOWN
SAVE THE DATE
SAT. | NOV. 7 | 2020
PRESENTED BY:
LA PALMERA
CORPUS CHRISTI


Thousands of Hours in
Art Education Instruction and Studio Time



A Growing Permanent Collection of Sculptural Works Connecting Downtown Rockport to Aransas Bay and Little Bay



h. A Message from Carla Ligon, Creative Director of The Rockport Conference Center (The ROCC)

The Brand New ROCC is a state-of-the-art venue, created with a vision of modern industrial elegance and artistic flair, and settled in the BEST location in scenic Rockport, Texas. The view and this distinctive design will provide a flawless backdrop for all events and deliver a customized and curated experience, proving that the difference is MOST certainly in the details.

The ROCC is an innovative alternative from traditional meeting spaces and its creative director, Carla Ligon, is a match for this project. With over 350 new builds under her belt and over 150 successful conversion properties opened, Carla understands and thrives on creative marketing. With a clear vision of the directive to advertise and promote this 8,000 square foot building with 4,400 square feet of event space supported by a 1,300 foyer and an 800 sf catering kitchen, Carla is using her extensive contacts and experiences to bring solicitations to the door. From the moment Carla accepted the Creative Director role at The ROCC, she made lists of who are the best lead providers – who has the best diagraming program – who gives the best marketing exchange to link with our website – who are the best industry partners for feeder cities – AND how can she create the easiest touch point possible.

Booking corporate conferences, board meetings, client parties, social events, expos, trade shows, and non-profit gatherings at The ROCC will add tourism revenue and new faces to the City of Rockport and impress all that attend. Carla's sales delivery and investigation of each client will bring them into this world of endless adventures and upscale surroundings. The ability to do breakout rooms (4 total) is a definite win for companies that need meetings all day, and events at night. To move from your classroom training to your awards night, all in the same stunning venue, is an exceptional selling point.

There are now ROCC banquet event order forms, proposals, contracts, and multiple collateral pieces. Every ROCC contract has an opportunity for that client/company to donate to the Center for the Arts. ROCC collateral, as well as the website, is growing and changing as required, and will list our lodging, catering, AV, and tourist attraction partners. There is always the call to action for clients to come early and stay over an extra night or two. Our ROCC audience will be asked to choose an add-on experience like golf, spa treatments, fitness studios, hair salons, cooking demos, local coastal entertainment, or a hands-on studio class at the Art Center. Having a catering kitchen inside The ROCC will please both our vendors and our clients. The spacious ROCC Foyer is the perfect spot for event registrations and light *h'ordeuvres* with a glass of wine. Our ever-present initiative to merge meetings and events with personal Rockport

experiences provide a legacy of repeat and spin-off clients that solidifies the success of this venture. Every time someone visits The ROCC, their imagination will encourage their next event!

Carla is having conversations with Government Entities, Business Journals, Fishing, Hunting, Cooking publications and groups, and corporate markets in San Antonio, Austin, Houston, and Dallas. The hub of comments – the central, reoccurring theme – is pure excitement, both from vendors, cooperating partners, and most certainly from potential clients. They embrace a change. They want an expanded view of what a venue stands for and what it can offer. Unique. Stunning. Personal.

Marketing is as important as occupancy, especially in the first year after opening a new facility. Each person that occupies a chair - a room - an event at The ROCC, represents a marketing strategy along with an opportunity.

The Art of Success relies on the ability to create and inspire in every action and in every conversation!

Carla Ligon
Creative Director

i. **Brand Positioning- Rockport Conference Center**



In preparation for the launch of the ROCC brand, we retained brand consultants Legend Labs (Austin, Texas, https://legendlabs.com/) to perform the following strategic brand positioning scope of work:

1. Peer Benchmarking
2. Discovery Themes
3. Brand Personality
4. Positioning Directions

Strategic work is currently underway and scheduled to be completed in June. Please refer to the Appendix at the end of the Marketing Proposal for the work that has been accomplished so far.

j. Marketing Budget

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

Line Item	Activity: Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry	Promotion of the Arts
1	*Direct Advertising and Public Relations*	34,000
2	*Exhibitions (Includes Blockbuster Exhibits - Birds in Art Jan-Mar 2023)*	40,000
3	*Rockport Art Festival*	30,000
4	*Rockport Film Festival*	4,000
5	*Sculpture Garden*	10,000
6	*Spring Art Fair by the Bay*	12,000
7	*Workshops and Classes*	15,000
	Total Request	**145,000**

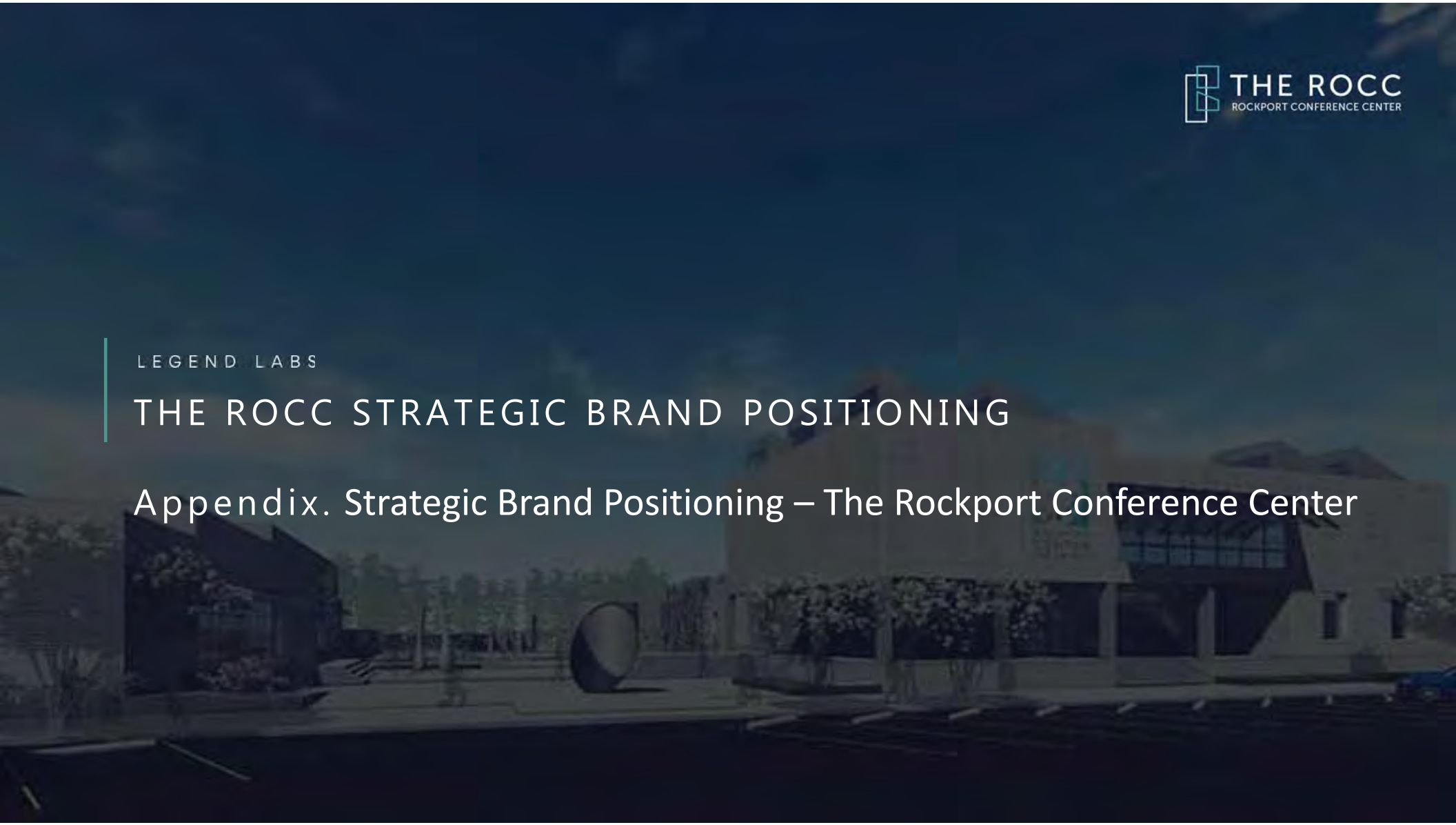
k. Marketing Budget

Category 1 - Convention Centers
Category 2 – Registration of Convention Delegates
Category 3 – Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

HOT Category #	Activities	Promotion of Tourism and the Hotel Convention Industry
1	*Convention Centers*	85,000
2	*Registration of Convention Delegates*	15,000
3	*Advertising Solicitation and Promotions that Directly Promote Tourism and the Hotel Convention Industry*	50,000
	Total Request	**150,000**

Support through Hotel Occupancy Tax Funding allows Rockport Center for the Arts to develop, nurture and promote authentic programming that is a boon for tourism to the City of Rockport. *Thank you for your support.*

##



LEGEND LABS

THE ROCC STRATEGIC BRAND POSITIONING

Appendix. Strategic Brand Positioning – The Rockport Conference Center

Brand Positioning

WHY?

The launch of a new initiative requires a strategic brand narrative and identity that guides every decision to come

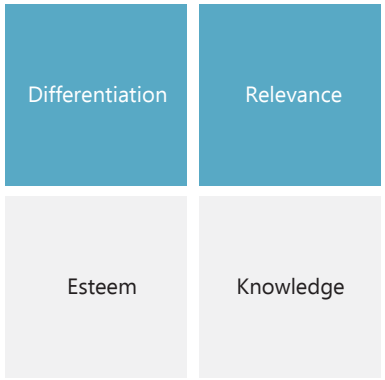
Grand opening

Major crisis

Market/category disruption

HOW?

A brand positioning is developed in close collaboration with leadership, employees, and other key stakeholders through in-depth interviews and secondary research to establish what makes a brand different/unique and why key audiences should care



WHAT?

A brand positioning is an internal-facing articulation of an organization's DNA that serves as the "North Star" for marketing, messaging and visual identity

- ☑ Durable
- ☑ Internal-facing
- ☑ Establishes brand tone
- ☑ Sets up brand messaging
- ☑ Informs visual identity
- ☒ An ad campaign


THE ROCC
ROCKPORT CONFERENCE CENTER
DISCOVERY
PEER BENCHMARKING
LEGEND LABS

Peer Benchmarking

Competitors

Aspirational



DISCOVERY

APPENDIX

Peer Benchmarking

Competitors

Aspirational

Peer Benchmarking

Rockport, TX

KEY TAKEAWAYS

All about the space

The Aransas County Navigation District offers different facility and space rentals for different events.

With a transactional service, the main focus is the location of their facilities on the Rockport beach.



Who We Are

Rockport Beach: Texas' First Blue Wave Beach

Differentiator

Integrated with the Rockport beach

Brand Personality

Local | Simple

Features and Benefits (Why Choose Us?)

- Prime location
- Integration with the environment
- Glass-fronted rooms
- Multiple pavilions to choose from
- Detailed information that is easy to find

Platforms

Peer Benchmarking

Fulton, TX

KEY TAKEAWAYS

Flexibility on the waterfront

The Fulton Convention Center offers a laid back and simple event experience in a unique location on the waterfront.

Relying on the history of the facility, the Fulton Convention Center highlights the beauty of its location, offering "a different kind of venue" that fits all sorts of events and audiences and provides with total flexibility and freedom to create "DIY" events.



Who We Are

The newly reconstructed Fulton Convention Center is a 10,113 square-foot event facility located in Fulton, Texas overlooking Aransas Bay and can accommodate up to 550 guests for Weddings, Business Events, Quinceañeras, Etc

Mission

After all, it is your event not ours... we just give you a beautiful place to have it!

Brand Personality

Simple | Laid back

Differentiators

- Our picture-perfect waterfront setting on the Texas Coast makes a perfect backdrop for whatever you have in mind.
- We are a DIY Venue with an open vendor policy, you will not be restricted in your choice of caterer, bartender, dj or any other vendors. We also welcome you to use the services of friends and family.

Messaging

- Imagine YOUR event on the waterfront
- One and all can be done at Fulton Convention Center
- A different kind of venue

Platforms

Peer Benchmarking

Aransas Pass, TX

KEY TAKEAWAYS

Location and service to the community

The Aransas Pass Civic Center belongs to the community-oriented initiatives that the local government has activated.

Focused on offering good service and style, the Civic Center positions itself as "a small-town facility with big city capabilities."

The mission and purpose of the Center goes back to serving the community and treating with respect those who come in contact with it.



Who We Are

The Aransas Pass Civic Center is the ideal venue for conferences, trade shows, concerts, theatrical events, banquets, weddings, receptions and more. We are a small-town facility with big city capabilities. We pride ourselves on service and style.

Mission

We pledge, through a strong sense of teamwork and customer service, to be respectful of individual dignity and rights, to remain fiscally responsible, to ethically and responsively interact with our citizens, to innovate when addressing community needs, and, in doing all that, be an organization in which we are all proud to serve.

Brand Personality

Organized | Simple | Laid back

Differentiators

Integrated with the Aransas Pass Government and its initiatives.

Messaging

- The Aransas Pass Civic Center prides itself on being a small-town facility with capabilities for exquisite events. Our focus is on service and style.
- We work closely with our citizens to provide services and facilities that provide an outstanding quality of life.
- Island gate away

Platforms

Peer Benchmarking

CONGRESSMAN SOLOMON P. ORTIZ INTERNATIONAL CENTER

Corpus Christi, TX

KEY TAKEAWAYS

Historic, spacious, staff-oriented

The Ortiz Center focuses its differentiator on a blend between the space it offers and an attentive staff.

They position themselves as an innovative and state of the art center, built on a historic site that offers a space for all types of events and audiences.

The Ortiz Center also offers international cuisine services led by their in-house chefs.



Who We Are & Mission

The Congressman Solomon P. Ortiz International Center celebrates a proud shipping heritage as it embraces its new role as a strikingly modern meeting and banquet facility. Upon this singular foundation we have created the most thoroughly accommodating, skillfully designed facility of its kind in South Texas. The special character of The Ortiz Center is perfectly complemented by the professional and attentive staff.

Brand Personality

Professional | High-quality | Informational

Differentiators

From high profile motivational speakers to casino nights and live music, our staff will make your organization's event "an event to remember" by all who attend.

Messaging

- Waterfront venue
- International cuisines
- "Everything's Fresh"

Features and Benefits | Why Choose Us?

Our Corpus Christi Ballroom features the original historic steel beams, brick walls and ceilings from the 1930's. The spacious floorplan of 17,390 square feet is host to many Coastal Bend community events. From the State of the Port to the American Heart Association's Annual Heart Ball to glamorous weddings with a view of Port Corpus Christi. The ballroom's airwalls allow for the perfect space for events with a guest list ranging from 150 to 800.

Platforms

Peer Benchmarking

San Antonio, TX

KEY TAKEAWAYS

High-quality customer service

The Norris Conference Center focuses on high-quality customer service. Taking pride on their staff, they highlight and attribute the Center's success to their years of experience and expertise on event planning and service.

The Norris Center establishes long lasting relationships with their clients through the connection with their staff, as well as personal and responsive customer service and assistance.



Who We Are

Norris Conference Centers and the Red Oak Ballroom have been serving the Texas meeting and events market since 1990. Our clients think of us as a refreshing alternative to traditional hotel meeting space. These highly successful meeting facilities host over 11,000 events and special celebrations annually.

Mission

Our commitment is simple. We will apply our years of experience and expertise from marketing, sales and operations management resources to the success of this project, consistent with our existing successful portfolio of our own Norris Conference Centers.

Brand Personality

Service-oriented | Functional | Organized

Differentiators

Clients that value our service and goal of making their job easier. Norris staff members take pride in keeping up with industry trends and best practices. The result is unsurpassed, personal customer service that begins with:

- Listening – which allows us to customize and create events based on the unique needs of each client
- Retained knowledge – allowing us to easily duplicate previous events and past successes
- Limited if not single-point contact – we are right here, visible and available, with the authority and desire to take care of our customers
- Responsive to last minute requests – such as additional A/V equipment, copying training materials and meal changes – our staff is here to help

Messaging

- Meeting planners have become believers of the Norris Conference Centers experience – evidenced by our history of building long-term relationships with clients who have learned they can trust us.
- Designed to facilitate adult learning:
  - No crazy color schemes to distract attendees
  - All of the services focus on the task at hand
- Follow the high standards of other Norris Conference Centers in Texas

Features and Benefits | Why Choose Us?

- Ergonomic Seating – to lessen fatigue from sitting for extended periods
- Full Spectrum Lighting – to keep participants alert
- Individual Room Thermostats – to maintain comfort
- Soundproofed Meeting Rooms – to ensure confidentiality and attention
- Day Meeting Packages – to simplify the budgeting process
- Ample and Free Parking – providing convenience to participants and no hidden costs
- Free High Speed/Wireless Internet Access – providing convenience to participants with no hidden costs

Platforms

Peer Benchmarking

San Antonio, TX

KEY TAKEAWAYS

Community and faith

As a convention center, Tripoint offers a wide variety of spaces for all audiences and types of events.

As part of the Trinity Baptist Church, Tripoint aims at bringing the community together and explore the purpose of life under the teachings of Jesus and God.

Beyond offering a space, the center has become a part of the community to find each other and connect through what they have in common.



Who We Are

"TriPoint is a ministry event center operated by Trinity Baptist Church in San Antonio, TX. We partner with ministries from all over the region to host meetings, concerts, conferences and related activities."

Mission

"The hands and feet of God for whatever mission he lays on our hearts"

Bring the community together to connect and follow God's path.

Brand Personality

Calm | Functional | Faithful

Differentiators

Partnership with Summer Moon Coffee Shop

Belonging to the community

Messaging

- A Center for Life

Platforms

Peer Benchmarking

New York, NY

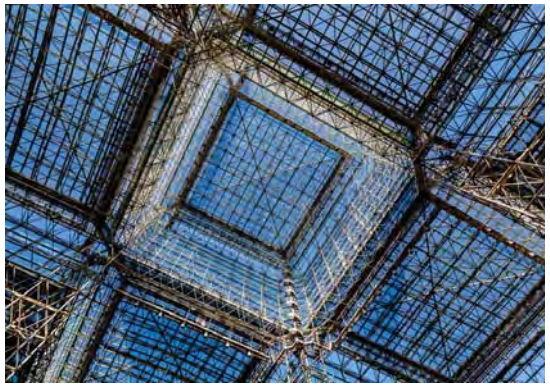
KEY TAKEAWAYS

Elevated events in the heart of New York

The Javits Center positions itself as a driver for the New York State and New York City economies. Creation of a Javits Guide featuring different business around the New York Metropolitan area.

Integrated in the city of New York, the Javits Center prides itself in the architectonical design of its space, making it part of the unique experience it offers.

The center offers services in helping clients plan their "elevated" event as well as total flexibility with the space. The staff has curated a "Toolkit" that explains all the elements to consider when planning an event (cleaning, lighting, catering, etc.).



Who We Are

The Javits Center is more than just a convention center. Named after the legendary and lifelong New Yorker, Senator Jacob K. Javits, this self-sustaining New York icon has become a wildlife sanctuary, a community partner and a nationwide nexus where the latest ideas in business and pop culture converge under one very green roof.

Mission

The mission of the New York Convention Center Operating Corporation (NYCCOC) is to serve the citizens of the State and City of New York by generating new business and employment opportunities, serving as a catalyst for the continued redevelopment of the local community and operating in the public interest, consistent with the social, economic and environmental priorities of existing state policy.

Brand Personality

Sustainable | Innovative | Technological

Differentiators

Nowhere in the country will you find a venue with the extensive resources, services and staff of elite professionals dedicated to making every trade show, convention and special event a success.

Messaging

- Memorable and lasting experiences
- We bring event details together seamlessly
- See what's next
- Your event, elevated
- Anything but conventional
- The Javits Center puts New York at your feet

Features and Benefits (Why Choose Us?)

- State-of-the-art food courts
- Multiple business on-site such as Starbucks, and FedEx
- Multiple rooms and open spaces

Platforms

Peer Benchmarking

Houston, TX

KEY TAKEAWAYS

Planning to make your event easy

Intended to entertain guests in well-organized formal events. The Bell Tower offers high-quality customer service and a unique space reminiscent of grand Italian villas.

Their goal is to make events easy to organize, plan and enjoy.



Who We Are

Supporting Meeting Planners and Corporate Events since 2009, The Bell Tower on 34th is a mainstay in the Greater Houston area

Mission

Whether it's Energy, Non-Profit, Tech, or any other market, our in-house Technical Director, Event Producers and Culinary Team will certainly help to ensure a successful event so you look great every single time

Brand Personality

Elegant | Romantic | Simple

Messaging

- Events should ALWAYS be this easy. Let us be your guide.
- The perfect venue for your perfect event

Features and Benefits (Why Choose Us?)

- Award Winning Service
- Delicious chef-curated food
- A unique venue
- Customer testimonial and reviews
- Day of event coordinator

Platforms


THE ROCC
ROCKPORT CONFERENCE CENTER
DISCOVERY
KEY THEMES
LEGEND LABS

Key Discovery Themes

1. Integrated with Rockport
2. The ROCC as Rockport's front door
3. Experience-oriented
4. Stimulate human connection and creativity
5. Masterful Service
6. Selective and exclusive

Integrated with Rockport

"Everybody in Rockport that can contribute to the creative distinction of what we offer becomes an extension of our brand"

"Our toolkit goes beyond the four walls of the center; our space is Rockport"

"Rockport has a lot to offer and a wide variety of activities that suit all audiences"

"The ROCC can offer experiences that utilize the different elements of the community"

"The ROCC could become the anchor for downtown"

"The beauty of the Bay Area is a real asset. It leaves a mark on the people that come here"



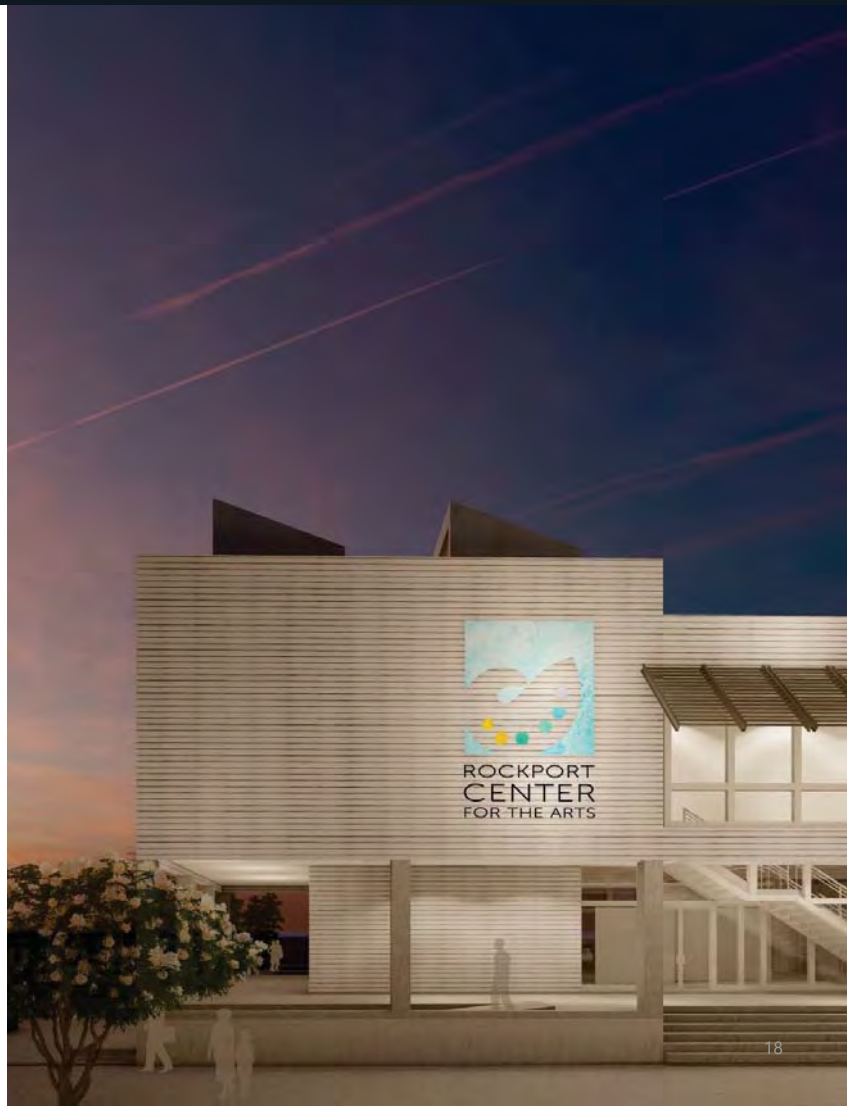
The ROCC as Rockport's front door

"Rockport has incredible potential because of the Art and Conference Centers. We have an opportunity to drift away from a fisherman or retiree town reputation"

"Everyone that comes to Rockport really likes it and is usually surprised to find out there is a place like this on the coast"

"The ROCC presents a good exposure and economic development opportunity for local businesses"

"When we started thinking of a convention center, we were looking to add more to the Center of the Arts. A location right on the water, a space with balconies and spaces where attendees can enjoy the environment. A space that introduces others to Rockport and what it has to offer"



An experience over a space

"The ROCC will help its clients put together an event that goes beyond the walls of the convention center and leaves attendees feeling inspired and motivated"

"It goes from "let me sell you a space" to "let me help you create an experience""

"The ROCC will help unlock the fullest potential and value of any event they create"

"It is all about creating an event that sticks in your mind. An event that is memorable and that you will want to experience again"

"The ROCC is in the business of creating experiences that are invaluable"



Stimulate human connection and creativity

"Take people on a journey that fuels creativity and conversation through the space and the different experiences that The ROCC has to offer"

"A celebration of life. Put ideas in people's heads that they hadn't thought of before"

"These experiences can be food for thought and inspiration for the themes and topics covered in the conference"

"Give attendees the chance to take time off, relax, get to know each other and gain perspective"

"Art is the ultimate conversation starter and The ROCC has that to offer"



Masterful service

"We live the next day to exceed, delight and surprise in everything we do"

"The goal is to raise eyebrows not necessarily for it being better but different"

"High-quality customer service, attention to detail and going the extra mile is what will make The ROCC successful"

"Tell me what picture you want, and we will help you paint it"

"Each group is different. Each conference attendee has different needs. You need to find what appeals to each of them"



Selective and exclusive

"Specially in a town like Rockport, it is not the wisest idea to host big events. Be mindful of what events you book . Keep it small and selective"

"Have a clear idea of what will you say no to and why"

"Accept to host events that add to your brand value and align with your vision"

"Choose events that you know will lead you to good reputation and word of mouth"

"We are not a Civic Center"

"Create your own selectivity. It's exclusive but not snobby"





DISCOVERY

BRAND PERSONALITY

If The ROCC were a person…

They would be…

Inspiring	Playful
Artistic	Exuberant
Creative	Adaptive
Worldly	Warm
Curated	A memory maker
Accountable	Cultured
Resourceful	Friendly
Innovative	Wearing a flowing dress
Thoughtful	Talented
Welcoming	Connected
Forward-thinking	Productive





DISCOVERY

POSITIONING DIRECTIONS

About Our Brand Positionings

We put ourselves in the shoes of the meeting planner to…

Inspire

Motivate

Create actionable impact

Conceptualize memorable and transformational experiences



Positioning Directions

1. Impactful Engagement
2. The Art of Conversation
3. Boundaryless Gatherings
4. Art and Soul




THE ROCC
ROCKPORT CONFERENCE CENTER
LEGEND LABS
THE ROCC STRATEGIC BRAND POSITIONING

Rockport Cultural Arts District

FUNDING HISTORY							
FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 0	$ 0	$50,000	$40,000	$45,000	$35,000	$40,000	$118,400

ROCKPORT CULTURAL
ARTS DISTRICT
www.rockportculturalartsdistrict.com

May 29, 2022

Honorable Mayor Tim Jayroe and City Council
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

Dear Mayor Jayroe and City Council,

The Rockport Cultural Arts District (RCAD) extends its sincere appreciation to the City of Rockport for the issuance of Resolution No. 2016-06 in May 2016, supporting RCAD by agreeing to participate in the development and financial support of the District. Your support over the past six years has been pivotal in attracting tourists not previously targeted with programs such as the Kite Festival, Austin Street murals, Vietnamese and Hispanic cultural recognition, Tune into Downtown Rockport Artistic Piano, Second Saturdays and many others. RCAD respectfully requests funding of $118,400 for fiscal year 2022-2023.

RCAD is championing two significant heritage related projects. The "Cultural Interface" multi-cultural bronze sculptures by local renowned artist Steve Russell, is the only public art of its kind in the world. It is the then young artists' impression of what might have been the "first look" between European colonists arriving on shore and Native Indians. These sculptures are expected to bring hundreds of thousands of people to Rockport's Little Bay area. Two hundred eighty-six thousand in kind and cash of the estimated $475,000 has been raised to complete the project. Additional funding activities are planned.

Also, after five years of pursual, RCAD acquired the historic Rockport San Antonio & Aransas Pass Depot, restored the exterior, some of the interior, and recently had a soft opening as a Railroad Museum. The Depot has no mortgage, requires only maintenance and operating expense, and is surrounded by the new District Parking Lot, a vision RCAD proactively initiated. The parking lot has the potential to draw a large audience to RCAD's programs, events, and museum, and it is also at the immediate vicinity of convention center facilities and visitor information centers.

Parallel to the Depot's soft opening, RCAD launched the Passport to the Past initiative, a software based tourist incentive program which partners with The Fulton Mansion, The Texas Maritime Museum, and The History Center for Aransas County, all venues you can visit to learn of Aransas County's rich and vibrant history. Visitors scan the QR code at each site and receive a prize when they have checked in at all four attractions.

RCAD is pursuing the addition of one staff person, which will allow the museum to be open during the week and expand exhibits and programs. This will allow additional successful events resulting in added visitors to the museum and more hotel stays. Other like organizations have up to seven employees, and do not provide the substantial State funding opportunities a cultural arts district like RCAD does.

RCAD has been a leader envisioning and proactively initiating many attractive people centric projects which showcase Rockport's heritage and magnetic coastal scenery in the heart of the City. RCAD has held numerous Kite Festivals and set up the key attraction for the City to take over the Kite Festival in 2022, RCAD has championed much needed bathrooms the past two years, managing, locking and unlocking each day, contributing over 100 man hours last summer, RCAD has provided the sole link to State Cultural Arts District Funding to arts institutions, bringing in additional funding opportunities not available before. RCAD holds monthly District Merchant meetings, has placed four popular "selfie" opportunity murals in the District, proactively replaced damaged City Signs, and created a fun festive atmosphere with colorful flags on Austin Street. We look forward to expanding our successful contributions.

Thank you for consideration of our request.

Best,

Jennifer Day
Executive Director

Hotel Occupancy Tax Funding Application

Date: 5/29/22

Organization Information

Name of Organization: Rockport Cultural Arts District (RCAD)

Address: 902 E. Cornwall Street

City, State, Zip: Rockport, TX 78382

Contact Name: Jennifer Day Contact Phone Number: 214-395-7156

HOT Contract Email: jdayrose@gmail.com

Web Site Address for Event or Sponsoring Organization: www.rockportculturalartsdistrict.com

Type of Organization: _____Governmental XX___ Non-Profit _____Private/ For-Profit

Tax ID #: 32062715191 Organization's Creation Date: 1/27/17

Purpose of Organization: RCAD is an arts and humanities organization that sponsors historic restoration, museum creation, public art, including sculptures and murals, musical and transportation history events, literary publications about Texas History, artist presentations, while focusing on economic development marketing and partnering with the many facets of tourism within the District. RCAD is designated by the State of Texas Commission on the Arts (TCA) as one of 51 Cultural Arts Districts, (CAD), has official Resolutions of Support from the City of Rockport, Aransas County, and the Aransas County Navigation District, and provides the sole link for qualified organizations in the District to access State CAD Funding.

Event Information

Name of Event or Project: Promotion of the Arts through Events and Activities, Historic Restoration and Preservation Activities, and Advertising and Promotion of the District

Date of Event or Project: Multiple Tourism Events, Depot Restoration and Heritage Events and Programs-Ragtime Events, Model T Events, Stroll thru Rockport, Numerous Engaging Musical and Performance Events, Placement and Reveal of "Cultural Interface" Bronze Sculptures by renowned local artist Steve Russell, Festive District Promotion of Visual Arts through Murals, Bold Signage, and Colorful Flags, and many District Merchant Events such as Second Saturdays, Halloween in the District, Christmas in the District

Primary Location of Event or Project: Within the 44 blocks of the District, which includes Little Bay, Festival Grounds, Beach Park, Rockport Railroad Depot, Austin, Magnolia and Live Oak Streets

Amount Requested: $ 118,400

How will the funds be used: Supporting RCAD events, projects, and programs, which provide positive residual benefits to the area economy, other entities and non-profits.

Primary Purpose of Funded Activity/Facility:

To draw tourists to Rockport from outside 75 miles by offering one of a kind experiences and promoting the Districts existing unique amenities. The Rockport Railroad Depot provides that unique experience alone, but also in partnership with RCAD's initiated Passport to the Past program, in partnership with The Fulton Mansion, The Texas Maritime Museum, and the History Center for Aransas County, tourists are enticed to visit all venues to receive a prize at the end of their Passport journey, while educating and highlighting Aransas County's rich and vibrant history. To support the RCAD sponsored "Cultural Interface" bronze multi-cultural sculptures, the only public art of its kind in the world, showcasing Rockport's own renowned artist Steve Russell, and his very unique artistic license. To continue offering unique public art, including sculptures and murals, musical, literary and heritage events, artists presentations, and adding additional targeted unique events such as RCAD's first Art Colony Symposium June 2022 featuring the unique history of Rockport-Fulton's 74 year old Art Colony History with art historians, colony founders and artists in conjunction with the release of a book chronicling the history of the Colony published by Texas A&M Press- "The Story of Rockport-Fulton Art Colony: How A Coastal Texas Town Became An Art Enclave," by RCAD Advisory Board Member Kay Betz and previous Rockport resident Vickie Merchant.

Percentage of Hotel Tax Support of Related Costs

5 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

29 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

38 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 85 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

◂◂ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 26,400

XX **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 37,500

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

◄◄ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ 6,500

What tourist attractions will be the subject of the signs?

Rockport Cultural Arts District – Art, History, Museums, Shopping, Dining, Lodging and with the ability to add Convention Center, Rockport City Hall, Aransas County Courthouse and Community Center

Note: RCAD raised funds and proactively replaced two rotted/dangerous City Heritage District Signs with bold attractive signage at the north and south Austin Street District entrances. An additional sign would replace the previous Heritage District sign at Market Street and Hwy35 Business, directing traffic and potential revenue straight on Market Street to enter RCAD. Most traffic turns left on Hwy 35 Business bypassing RCAD.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: Various events held over 5+ years

2. Expected Attendance: ___15,000+____ Prior year's attendance: _10,000+_____

3. How many people attending the Event or Project will use City of Rockport hotels? __1000+_____

   Number of nights will they stay: _2+_____

   Do you serve a room block for this event at an area hotel and if so, for how many rooms at which hotels:
   Previously-10 Rooms–Blue Wave Hotel; 20 Rooms–Hampton Inn, more rooms were booked than blocked
   Art Colony Symposium–20 Rooms–Fairfield Inn and Hampton Inn in 2022 & expect more in 2023

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from the and number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
8/24/19 Harvey Encore Fest	$ -0-	$ 3,500	Unknown-over 2K attending
4/27-28/19 Kite Festival	$ 3,300	$ -0-	Unknown-over1.3K attending
3/27/21 Model T Event Stroll thru Rockport	$ 2,600	$ -0-	34

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Zip Code Collection-Polling and Through Merchandise Sales, From Attendees, Hotel Room Blocks

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Texas Commission on the Arts, Aransas County, Texas Historical Commission, Ed Rachel Foundation, Margaret Sue Rust Foundation, Summerlee Foundation, HEB, Prosperity Bank, Salemi's Ace Hardware, Nystrom Foundation, Castaways, South Rockport Neighbors

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
   RCAD Events have been FREE to the public the past 5+ years, with the one exception of the "Cultural Interface" ("CI") Fundraising Event July 2021, however, the "CI" project sculptures will be FREE for all to enjoy and will attract millions worldwide. In addition to upcoming FREE RCAD Events, other exception fundraising events will be held for "CI" anticipating netting ~$200K.

1. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 700
   Radio: $ 300
   TV: $ 0
   Other Paid Advertising: $ 4,400

   Number of Press Releases to Media Various and Continuous
   Number Direct Mailings to out-of-town recipients 300+

   Other Promotions – Art Colony Book Symposium, National/International: Texas A&M Press Website and Social Media, University Press Consortium, Amazon, Barnes & Nobel, Walmart; State and Regional: Texas Highways, Social Media Sites -Texas Tropical Trails, Texas Artists and Art History, Texas Gulf Coast History, Center for the Advanced Study of Early Texas Art, The Bend Magazine, Corpus Christi TV Coverage being solicited, The Pilot Newspaper

2. Will you include a link to local hotels on your website for booking during this event?
   Yes

3. Will you negotiate a special rate or hotel/event package to attract overnight stays?
   Yes

4. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
   Utilize the benefits of Social Media with a focus on strong visual presentation to draw attention and results; Solicit specialized groups through Social Media - examples heritage tourists, railroad enthusiasts, museum enthusiasts, artists of various mediums.

5. What geographic areas does your advertising and promotion reach?

   All – International, National, State, Regional, Local

6. How many individuals will your proposed marketing reach who are located in another city or county? Thousands/Millions

7. If the funding requested is related to a permanent facility (e.g., museum, visitor

   center): Expected Attendance Monthly/Annually: 100+ / 1200+

   Percentage of those in attendance that are staying at area hotels/lodging facilities: 50 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Rockport Cultural Arts District City of Rockport HOT Estimated Projected Budget 2022-2023

Promotion of the Arts				
Public Art				
	"Cultural Interface" Scupltures			8,600
		Installation and Landscaping Summer 2023		
	Murals			9,000
		Rock Bottom Fence and 4 the Birds North Wall; 2022-2023		
Art Events				6,000
	Art Colony Symposium June 2023			
	Performing Events (Musical) Monthly			
Arts Promotion Marketing				
		S.Media$2000, Newspaper$400; Direct Mail$400		2,800
		Sub Total		**$26,400**
Historical Restoration & Preservation Project/Activities				
	Restoration			$15,000
	Operating Expense / Utilities/Insurance/Maintenance			$14,000
	Marketing			$2,500
		S.Media$1,500;Radio$300;Newspaper$300;Direct Mail$400		
	Heritage Projects and Educational Childrens' Programs			$6,000
		Passport to the Past Software Enhancement		
		Events / Exhibits		
		Sub Total		**$37,500**
Signage Directing Tourists to Sights and Attractions				
	RCAD Signage - Bus.Hwy 35 & Market Street 2022			**$6,500**
Administration/Staffing				**$48,000**
		Executive Director		
		NEW - Manager, Museum/Events		
		(supports full week museum opening)		
			TOTAL	**$118,400**

Rockport Cultural Arts District

Rockport Depot Project Budget
May 26, 2022

	Budget
Revenues	
Foundations/Grants/HOT	125,000
Matching Funds	15,000
Business Sponsors	10,000
Public Support	10,000
Merchandising	5,000
Programs/Exhibits	4,000
Venue Rentals	2,000
Total	**171,000**
Expenditures	
Hard Construction Costs	87,000
Interior, Deck, ADA Walkways, Awning	
Furniture, Fixtures and Equipment	16,000
Maintenance/Utilities/Insurance	14,000
Landscaping	2,500
Marketing/Promotion	2,500
Progams/Exhibits	6,000
Administration/Staffing	43,000
Total	**171,000**
Excess of Revenues Over Expenditures	0

City of Rockport 2022-2023 HOT Funding Application Visuals

ROCKPORT CULTURAL
ARTS DISTRICT

Rockport Cultural Arts District

44 Block Area on the Rockport Bayfront With

- Rockport San Antonio Aransas Pass Railroad Depot
- Texas Maritime Museum
- Bay Education Center –UT Austin Marine Science Institute
- District – Galleries, Studios, Merchants, Restaurants, Winery and Brewery, Farmers and Makers Markets
- ACND Festival Grounds – two locations
- Rockport Beach Park, Harbor, Public Piers, Kayak Launch
- 20 Historical Markers / Other Significant Historical Assets
- Rockport-Fulton Chamber of Commerce
- Rockport Yacht Club and Aquarium Education Building
- Veterans Memorial Park
- Rockport Little Theatre
- Rockport Center for the Arts Complex (future)
- Aransas County Court House, Celebration Square and Community Building (future)
- City of Rockport City Hall (future)
- ACND Development Property (future)
- Bass Family Development (future)



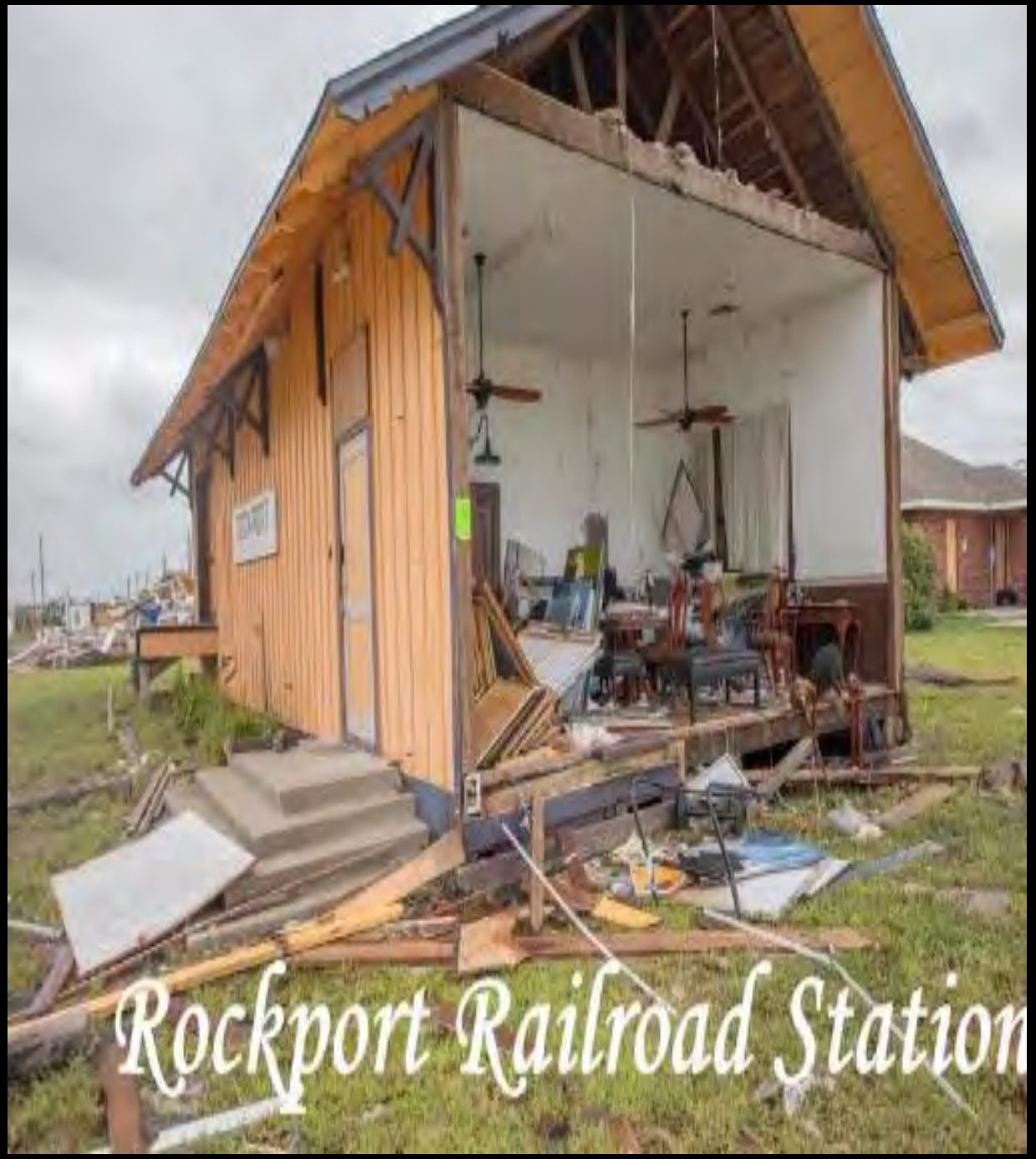
“Cultural Interface” Bronze Sculptures – European Series



“Cultural Interface” Bronze Sculptures – Native Indian Series






Rockport Railroad Station


TEXAS
THE SAN ANTONIO AND ARANSAS PASS RAILROAD IN ROCKPORT
DURING ITS EARLY YEARS ROCKPORT RELIED ON GULF SHIPPING FOR GOODS AND SERVICES. AFTER THE ARRIVAL OF THE SAN ANTONIO AND ARANSAS PASS RAILROAD IN 1888, HOWEVER, THE TOWN'S ECONOMIC FOCUS CHANGED TO INCLUDE RAIL SHIPPING AND A BURGEONING TOURISM INDUSTRY. THE TOWN'S POPULATION GREW FROM 600 IN 1888 TO 2,500 BY 1890. BUSINESSES AND HOTELS WERE BUILT TO SERVE THE NEW TOURISM TRADE, AND FOUR TRAINS ARRIVED AT THE ROCKPORT DEPOT DAILY. BY THE 1940s PASSENGER RAIL SERVICE TO ROCKPORT ENDED. FREIGHT SERVICE CONTINUED UNTIL 1985, WHEN HIGHWAY TRUCKING REPLACED RAILROAD SERVICE.
MARKER IS PROPERTY OF THE STATE OF TEXAS
(1994)



Museum Soft Opening May 2022!



Passport to Aransas County's Rich and Vibrant History

Your Aransas County adventure begins with 4 exciting venues to explore. Visit the **Fulton Mansion, Texas Maritime Museum, Rockport Railroad Depot, and the Aransas County History Center** to get your passport stamped and complete the challenge. Each of the participating venues offers a unique learning and exploring experience, check in at each of these venues to fill your passport and **receive a prize!**



Passport To The Past

Heritage Tourism Initiative
Launched May 2022



ROCKPORT RAILROAD DEPOT

The Rockport Cultural Arts District (RCAD) has restored and repurposed the historic Rockport San Antonio and Aransas Pass Railroad Depot into a museum, showcasing this important landmark in the center of the Downtown District. The museum will host exhibits, meetings, live music performances, and serve as a charming rentable venue.





HISTORY CENTER FOR ARANSAS COUNTY

The History Center tells the history of the people who developed this county via dynamic exhibits. Outdoor and indoor exhibits tell the stories of the real people of Aransas County. The Center provides a space for displays, workshops, meetings, and gatherings.





THE FULTON MANSION

George and Harriet Fulton completed their stately mansion in 1877. Now a historic house museum operated by the Texas Historical Commission, Fulton Mansion provides a rare glimpse into Victorian decor and domestic technology.




ROCKPORT CULTURAL
ARTS DISTRICT
and Heritage District
Art · History · Museums
Shopping · Dining · Lodging


CKPORT CULTURAL
ARTS DISTRICT
350
CAPA TY


GREETINGS FROM
ROCKPORT
TEXAS


#RockportCulture


The Rockport-Fulton Art Colony
Creating Art Since 1948
CAPT GENE
#ROCKPORTCULTURE

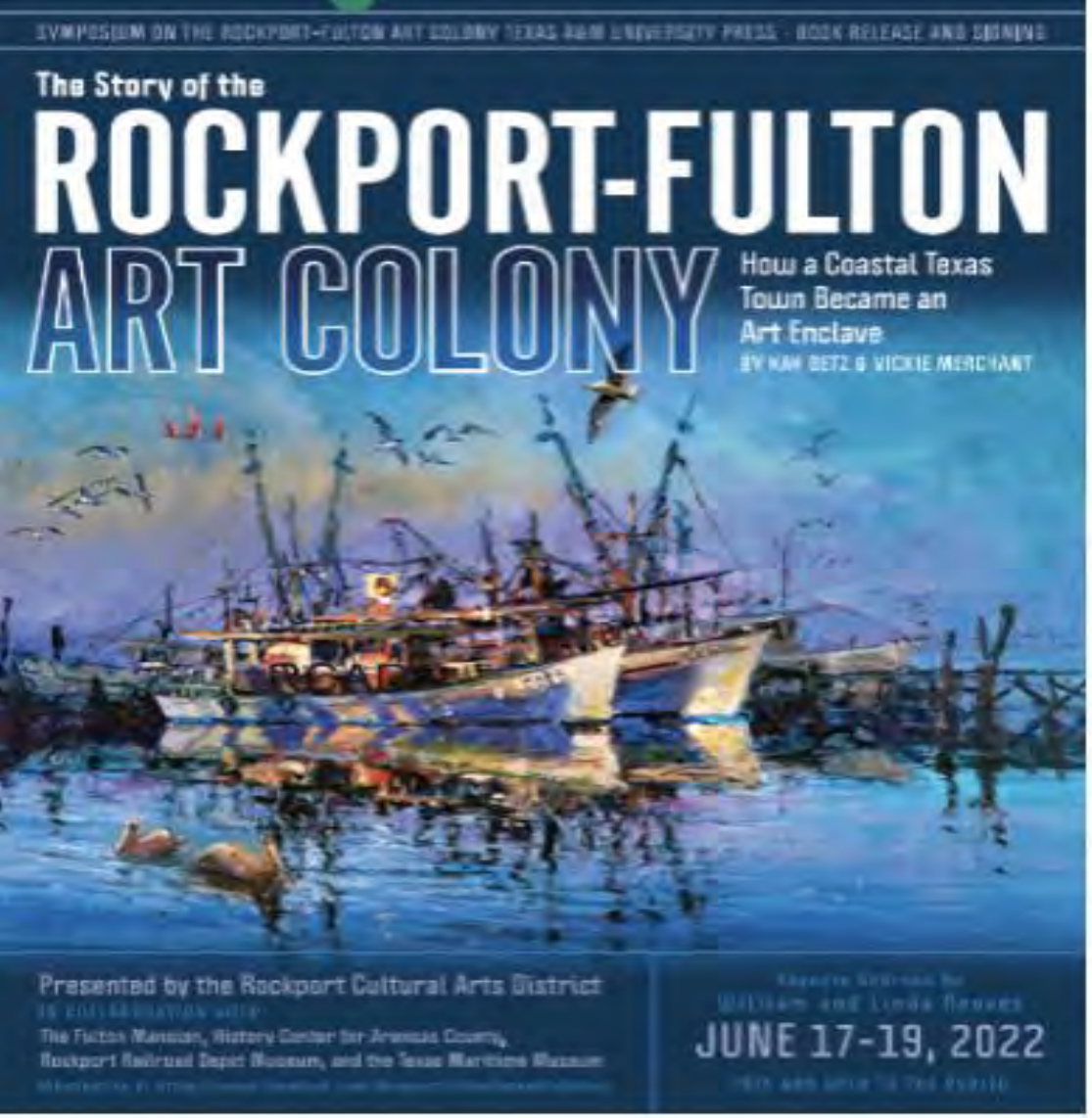



Rockport Kite Festival
April 25-26 / 10 am-5 pm
ROCKPORT CULTURAL
ARTS DISTRICT
Free Family Event!

RCAD Sponsored Art Colony Symposium

June 17th-19th





Rockport Cultural Arts District
902 E.Cornwall
Rockport, TX 78382

Gary Gibbs,
Executive Director
Texas Commission on the Arts
920 Colorado Street, Suite 501
Austin, TX 78701

Sponsored by:

H-E-B

Hampton Inn & Suites by HILTON

Key Allegro Real Estate Company

Rockport Cultural Arts District

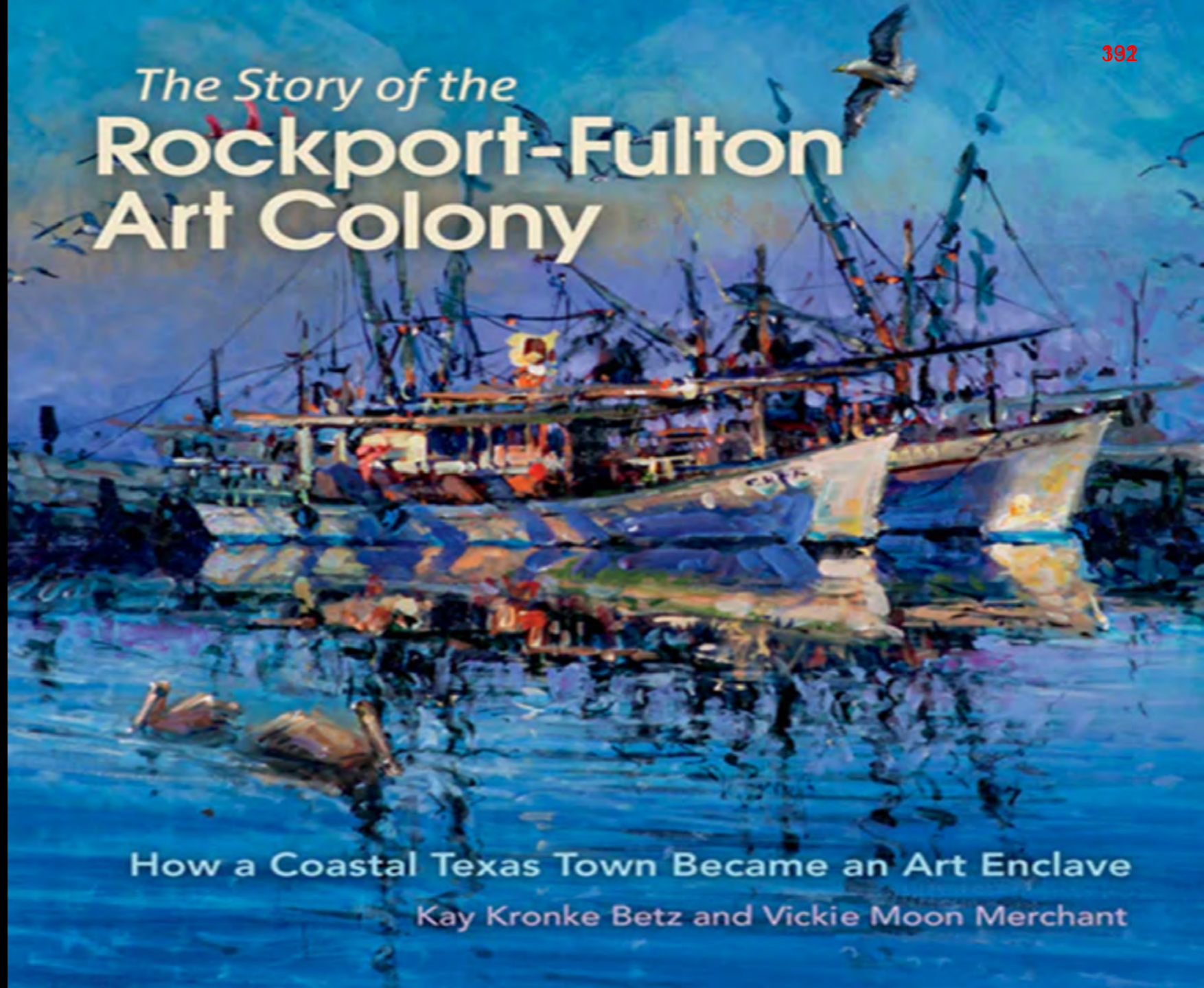
History Center for AC

Fairfield Inn & Suites Marriott

The Story of the Rockport-Fulton Art Colony: How A Coastal Texas Town Became An Art Enclave

by Kay Betz and Vickie Merchant

Showcases the Rockport-Fulton 74-year-old Art Colony






ROCKPORT
RAILROAD DEPOT



Stroll thru Rockport

Historical Sites in Downtown

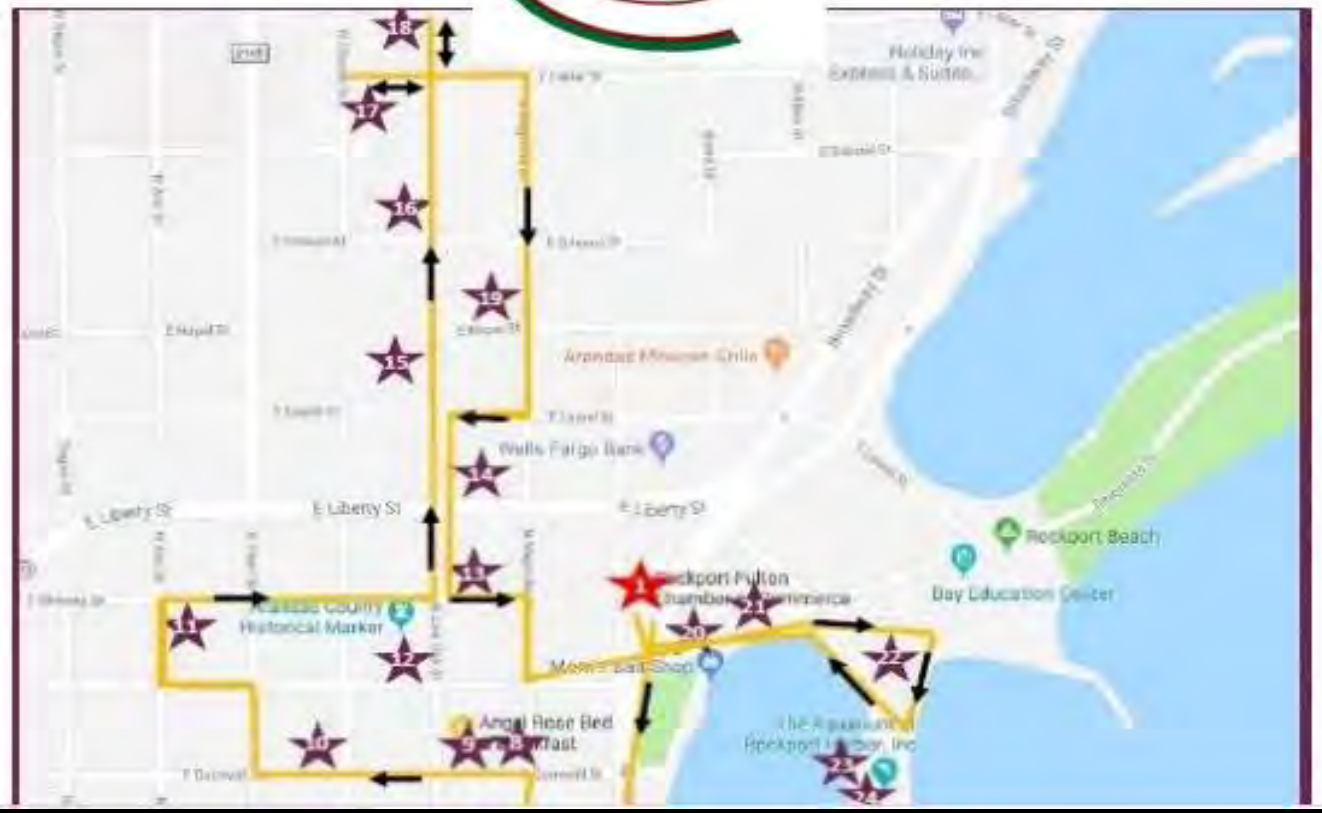
1. Chamber of Commerce
2. Packeries of Rockport
3. Wharves and Pavilions
4. Site of Aransas Hotel
5. Rockport's Grand Hotels
6. Sorenson/ Stair / Coastal Mercantile
7. San Antonio to Aransas Pass/ R.R. Depot
8. R H. Wood House
9. LM Bracht House/ Angel Rose B&B/ Rockport Cultural Arts
10. Sacred Heart Catholic Church
11. Aransas County Community Garden
12. Aransas County Courthose
13. St. Peter Episcopal Church/ Heritage Place
14. 1st Presbyterian Church

Rockport Fulton Chamber of Commerce

Aransas County Sesquicentennial 1871 150 Years 2021

Stroll thru Rockport

ROCKPORT CULTURAL ARTS DISTRICT



Directions

Begin at Chamber, head down-town Austin St.

Take a LEFT on North St.

RIGHT on Water St.

RIGHT on Main St.

Right on Austin St.

LEFT on Wharf

RIGHT on Magnolia

LEFT on Cornwall St.

RIGHT on Pearl St.

LEFT on Concho St.

RIGHT on Ann St.

RIGHT on Mimosa St.

LEFT on Live Oak, turn around

RIGHT on Cedar, Turn around

RIGHT on Magnolia

RIGHT on Laurel

LEFT on Live Oak

LEFT on Mimosa

Vintage Christmas at the Railroad Depot

ROCKPORT
RAILROAD DEPOT

Saturday Afternoon

1pm – 4pm

105 South Magnolia

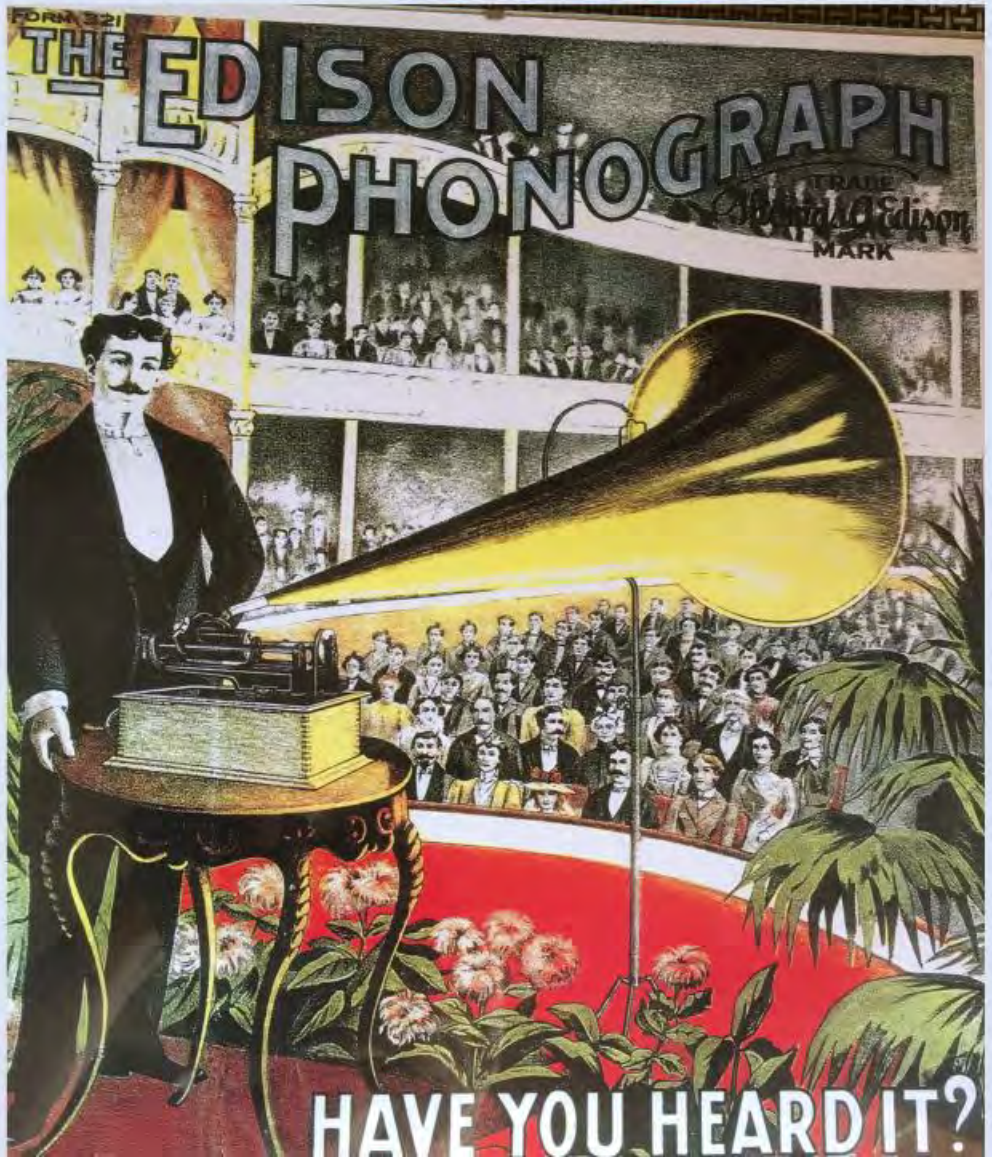


The San Antonio Ragtime Society Performs Dec 4th



Dr. Bill Ricketts and his Private Collection of Vintage Phonographs, Sheet Music, and Records Dec 11 & 18th







ROCKPORT CULTURAL

ARTS DISTRICT

RockportFulton.com

Requested $100,000 in FY 2021-2022 - Not funded

Requested Amount FY 2022-2023 - $75,000

RockportFulton.com 2022 Funding Request Application

HOT funds amount request- **$75,000**



- RockportFulton.com is a non-membership-based website that serves as a Virtual Visitor Information Center, event delegate registration system, and direct advertising, solicitation and promotion tool targeting local tourism and the hotel and convention industry in Rockport Texas and Aransas County in its entirety.

- RockportFulton.com is ranked in the top 3 of the 59 entities in Aransas County that help with the promotion of tourism and the hotel and convention industry

- Using RockportFulton.com's aged domain rank and authority every local business and organization will have a page built out specifically for them with Search Engine Optimized metadata driving traffic to them as well as providing a high-ranking backlink.

- Hotels, Short Term Rentals, and RV parks will all have direct booking pages specifically tailored for them and are being promoted by both our optimized media assets as well as with paid targeted web-based advertising.

- The website is and will be continually populated and updated with high quality original content for each attraction and local historical site.

- The Website maintains and will continue to maintain a Calendar of Events that is continually updated and promoted using manual and automatic web-based tools and programming.

Hotel Occupancy Tax Funding Application

Date: 5-31-2022

Organization Information

Name of Organization: RockportFulton.com (Protec Solutions Inc)

Address: 1118 Ruby St.

City, State, Zip: Rockport, Texas, 78382

Contact Name: Andy Grunberger Contact Phone Number: 424-634-2683

HOT Contract Email: info@rockportfulton.com

Web Site Address for Event or Sponsoring Organization: https://www.rockportfulton.com

Type of Organization: _____ Governmental _____ Non-Profit ___*___ Private/ For-Profit

Tax ID #: EIN 86-1270061 Organization's Creation Date: 2017

Purpose of Organization: Develope the most informative and comprehensive online presence showcasing Rockport Texas, Fulton Texas, and Aransas County in its entirety.

Obtain 1st page search result rankings for every search term related to Rockport Texas, Fulton Texas, and Aransas County in its entirety as pertaining to local events, museums, tourism focal points, convention centers, hotels, RV Parks, and Short Term Rentals using propriotary tools and proven marketing techniques

Create the highest quality content achievable and distribute to the largest audience possible for the lowest monitary cost possible.

Event Information

Name of Event or Project: Further develop an "All Inclusive" Tourism focused website for Rockport, Fulton, & Aransas County

Date of Event or Project: 2017 to present

Primary Location of Event or Project: Rockport Texas & Aransas County in its entirety

Amount Requested: $ $75,000

How will the funds be used: 1.Finish out 360 Virtual Tour of Rockport & Aransas County, optimize organic search SEO, drive sales and traffic to local business, tourism hot spots, and places to stay.

2. Capture Ultra High-Definition Videography footage & Large format High resolution Photography images, finish out SEO metadata for images and videos, load images to online cloud, distribute accordingly for backlinking, funnel traffic to website opt in. Email market Capture visitor data for future marketing, Vacation packages for Rockport Fulton.

3. Focus in on content creation based on Googles latest Quality Guidelines. The content will be showcasing tourism and the hotel and convention industry in Rockport Texas. Content will be shared online and organically seen by millions using our tools. All the search engine optimization completed. Traffic will be funneled to events, local event centers, and then to accommodation booking systems. Organic Traffic will be the result. Paid ads will be Targeted ad campaigns to drive traffic to Hotel, STRs, and RV Parks.

4. Search Engine Optimization (SEO)

5. Organic and Paid social media Campaigns to grow audience and obtain a web capture for email marketing

Primary Purpose of Funded Activity/Facility:

- 8k resolution video and 6k 360 Virtual Reality imaging for video and Virtual Tour development
- Documentation of city and county assets that are not currently documented or poorly promoted to visitors
- Search Engine Optimization to obtain 1st page search engine ranking to funnel traffic to Rockport Texas hot spots.
- Increase the online presence of Rockport Texas and funnel local search results to a system to capure
- maintain a competetive edge over big tech entities directing our visitor traffic to other destinations

Percentage of Hotel Tax Support of Related Costs

15% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

15% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 110 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $ $20,000

- **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $ $10,000

- **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ $30,000

- **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ $5,000

✳ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ **$5,000**

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

✳ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ **$5,000**

What tourist attractions will be the subject of the signs?

Every tourist attaction in Aransas County

See https://www.rockportfulton.com/rockportfulton360virtualtour

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 5 1/2 years

2. Expected Attendance: 3 million views Prior year's attendance: 1.8 million

3. How many people attending the Event or Project will use City of Rockport hotels? 10,000

   Number of nights will they stay: Average 3 nights

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   Aransas County currently has about 28 hotels, 56 RV Parks and over 300 vacation rentals we provide links to.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Google Analytics, hotel affiliate links

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Google

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $ 0 RockportFulton.com has its own news outlet
Radio: $ 0
TV: $ 0 our videos have and get 10s of 1000s of monthly views
Other Paid Advertising: $75,000 $ We currently have 28,000 REAL organic followers with 200 Search Engine Optimized web pages. for marketing purposes.

Number of Press Releases to Media 1 to 5 releases a day / 365 days a year
Number Direct Mailings to out-of-town recipients Have over 500,000 monthly post reach & 10,000 monthly web searches. We currently have 28,000 Followers. Ranked in the top 4 entities for Rockport & Aransas County.
Other Promotions Original High Quality Content, SEO, & Social Media

9. Will you include a link to local hotels on your website for booking during this event?
Yes we include links to all 28 Hotels, 56 RV Parks, and over 300 Vacation Rentals

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Sure if its necessary

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
High Resolution Video / Photography and 360 High Resolution Video / Photography virtual Tour

12. What geographic areas does your advertising and promotion reach?
United States of America in its entirety

13. How many individuals will your proposed marketing reach who are located in another city or county? 510,000 per month

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: Currently (5-31-2022)10,000 monthly website visitors and 500,000 monthly social meda reaches documented.

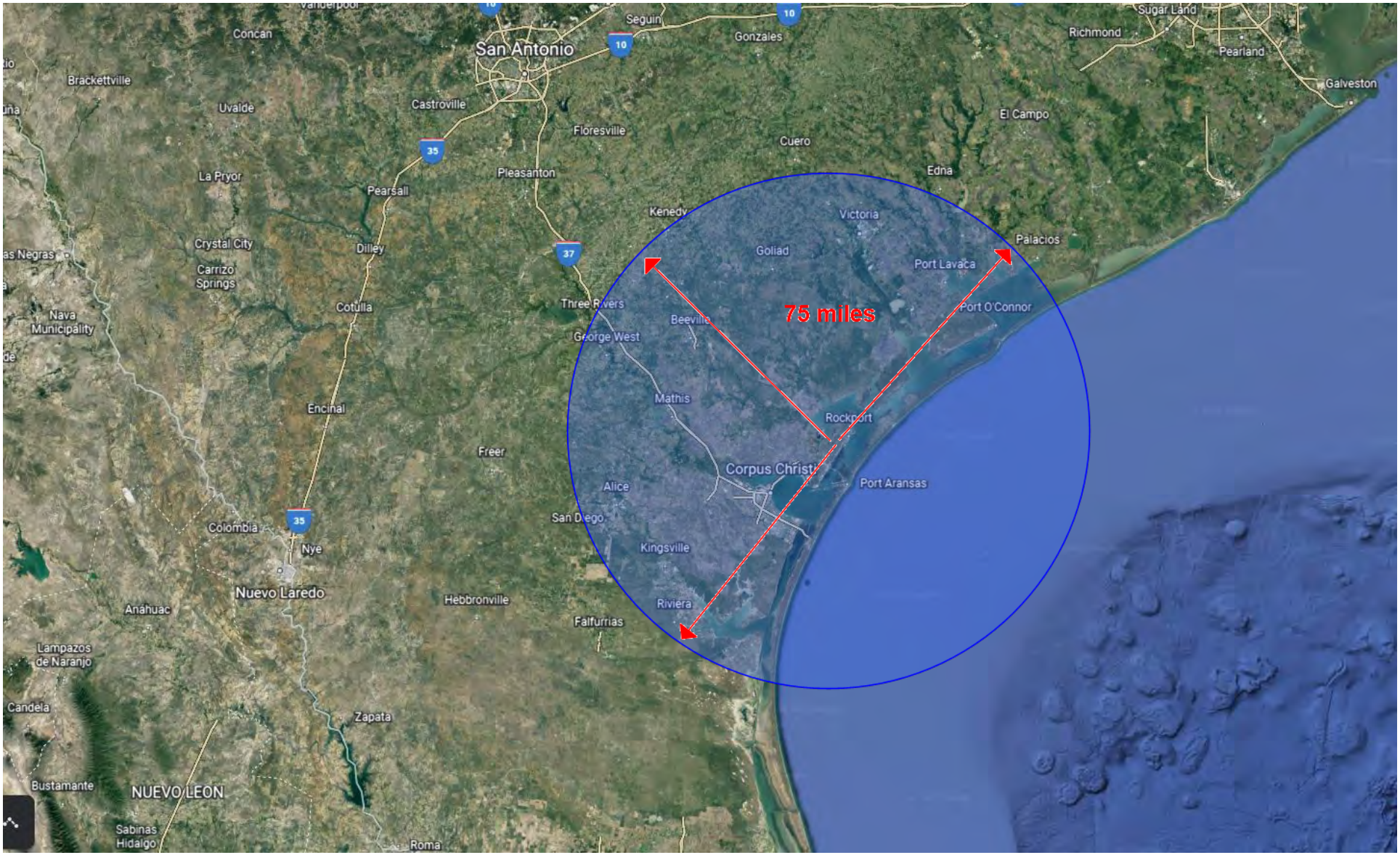
Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

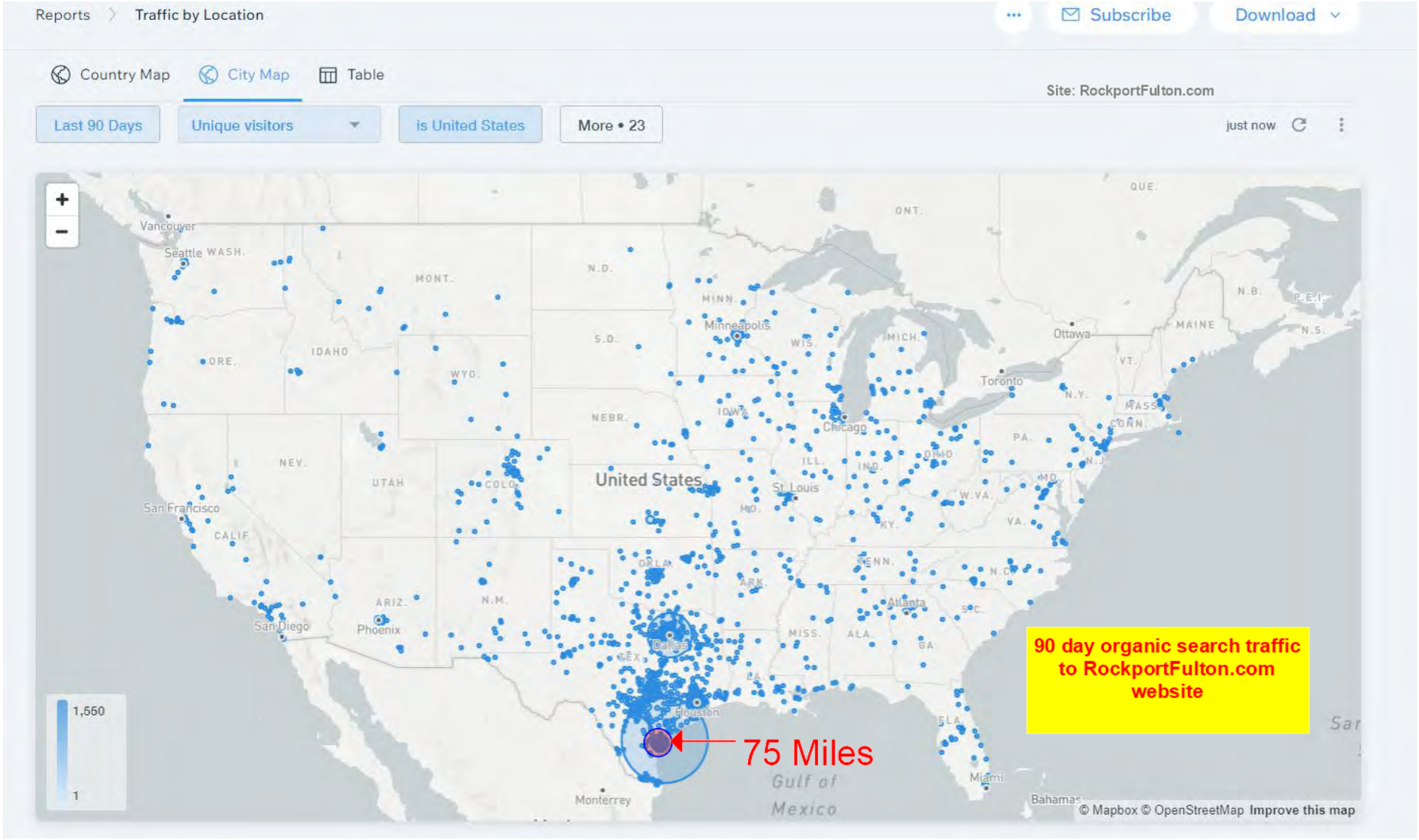
Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

RockportFulton Media's Eligibility for funding under the Texas Tax Code Chapter 351

1. **Convention Centers & Visitor Information Centers:** RockportFulton.com is a website that was designed specifically to function as a Visitor Information Center for Rockport, Texas, and Aransas County. RockportFulton.com provides visitors with detailed information on all the focal points in Rockport and Aransas County, including attractions, lodging, dining, shopping, events, and more. RockportFulton.com also offers a variety of resources to help visitors plan their trips, such as a state-of-the-art 360 Virtual Tour, detailed hotel and vacation rental information that directs traffic directly to booking pages. https://rockportfulton.com/
2. **Registration of Convention Delegates**: RockportFulton.com has programmed and developed a new online event registration system that will make it easier than ever to participate in Rockport Texas events. The new system will allow users to not only purchase tickets for events but also to RSVP for the event. This will be a valuable tool for event coordinators, as it will help them to plan and coordinate activities more effectively. The new system will also allow RockportFulton.com to keep better track of convention delegates and other participants. We are confident that this new system will make Rockport Texas events more enjoyable for everyone involved. https://www.rockportfulton.com/events-calendar
3. **Advertising, solicitations, and promotions that directly promote tourism and the hotel and convention industry:** RockportFulton.com is a website that was specifically designed for advertising, solicitations, and promotions that directly promote tourism and the hotel and convention industry in Aransas County. Rockport Fulton is a beautiful coastal town that has a lot to offer tourists, and Rockport Fulton.com makes it easy for potential visitors to see what the Rockport Fulton area has to offer. Rockport Fulton.com also offers businesses in the Rockport Fulton area an easy way to advertise their services to a much larger pool of potential customers. Rockport Fulton.com is an essential tool for anyone looking to promote tourism in the Rockport Fulton area.
   https://www.rockportfulton.com/
   https://Facebook.com/RockportFulton
   https://instagram.com/rockportfulton1
   https://www.rockportfulton.com/rockport-fulton-hotels
   https://www.rockportfulton.com/rockportfulton-rv-parks
   https://www.rockportfulton.com/vacationrentals

   Note: City of Rockport Resolution No. 09-15-The City expends funds collected for the purpose of advertising with ANY media outlet that is outside 75 miles of the city of Rockport
   See Analytics for organic web traffic stats on next pages:


San Antonio
Seguin
Gonzales
Richmond
Sugar Land
Pearland
Galveston
Concan
Brackettville
Uvalde
Castroville
Floresville
Cuero
El Campo
Edna
La Pryor
Pleasanton
Pearsall
Kenedy
Victoria
Palacios
Crystal City
Dilley
Goliad
Port Lavaca
Carrizo Springs
Cotulla
Three Rivers
Beeville
75 miles
Port O'Connor
Nava Municipality
George West
Mathis
Encinal
Rockport
Freer
Corpus Christi
Alice
Port Aransas
San Diego
Colombia
Nye
Kingsville
Nuevo Laredo
Hebbronville
Riviera
Anáhuac
Falfurrias
Lampazos de Naranjo
Candela
Zapata
Bustamante
NUEVO LEON
Sabinas Hidalgo
Roma

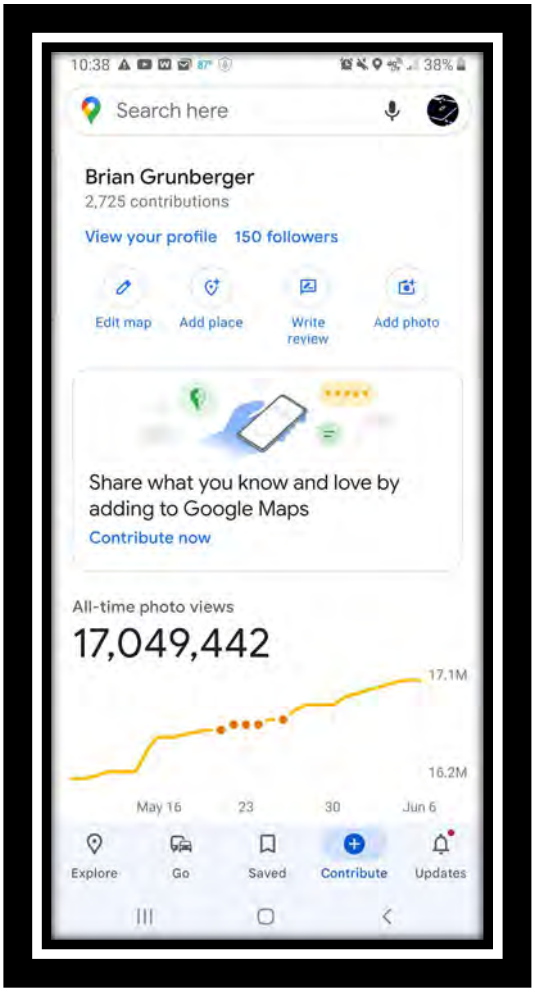

Reports
Traffic by Location
Subscribe
Download
Country Map
City Map
Table
Site: RockportFulton.com
Last 90 Days
Unique visitors
is United States
More • 23
just now
United States
75 Miles
90 day organic search traffic to RockportFulton.com website
1,550
1
Gulf of Mexico
© Mapbox © OpenStreetMap Improve this map

4. **Promotion of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** RockportFulton's artsy take on marketing has not only increased tourism to the area, but also generated a great deal of income for the local hotel industry. The RockportFulton area in Texas is a prime example of how art can be used to attract visitors and boost the local economy. By showcasing the beauty of the area through high-quality photographs and videos, RockportFulton has been able to entice people from all over the world to come and experience the area for themselves. We are always on the lookout for talented local photographers, and we make sure to share their work with our growing audience. This helps to promote the arts and increase tourism to the Rockport Texas / Aransas County area.

   The unique perspective that our main photographer Brian Andrew Grunberger brings to his work has been recognized throughout the United State but throughout the world. His work has been featured on Google, and Wikipedia with over 17 million photo views. Two of his photographs have been featured and are now the Face of Rockport, Texas - Wikipedia, and Rockport (Texas) – Travel guide at Wikivoyage.

   https://www.rockportfulton.com/photogallery

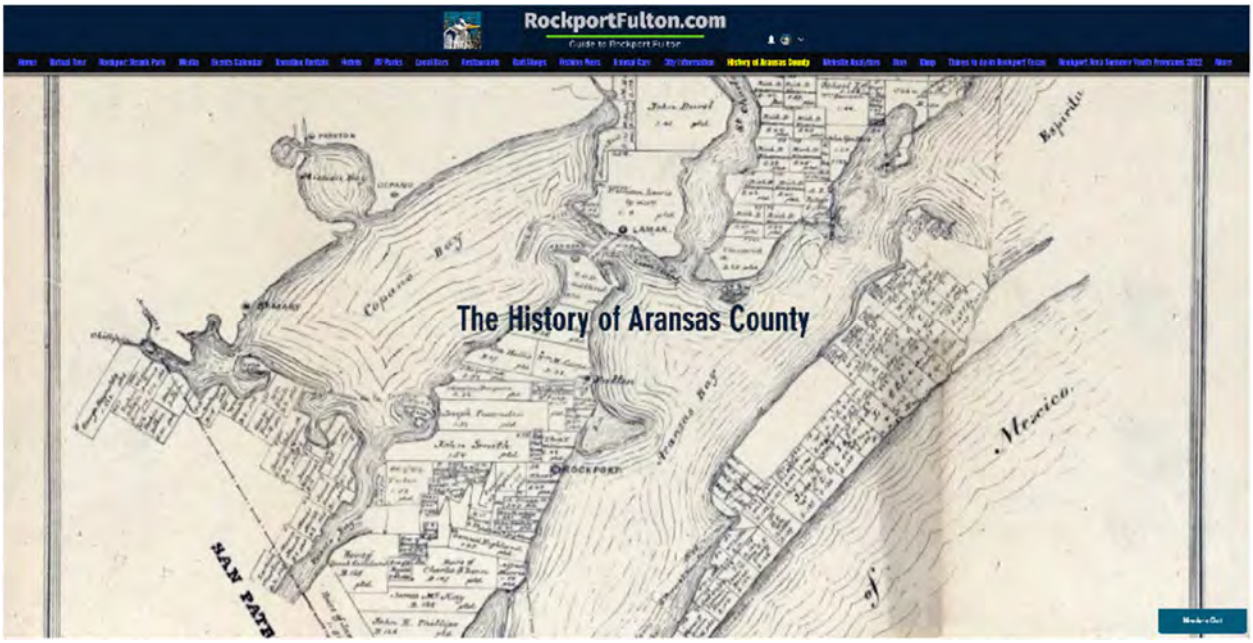
   https://goo.gl/maps/kC87kyQexChNy7yz8



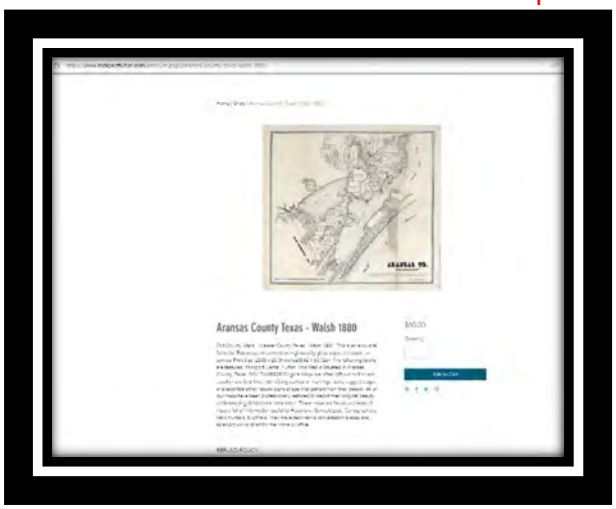
RockportFulton Media's Eligibility for funding under the Texas Tax Code Chapter 351

5. Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry: The History of Aransas County is a unique and fascinating one. We have made it our mission to ensure that this history is preserved and made accessible to everyone. Our page features a wealth of information and photographs that take visitors back through time, from 8000 years ago to the present. Our Page History of Aransas County | Rockport Texas (rockportfulton.com) serves as a record of our efforts. By doing our part to preserve the history of Aransas County, we are also promoting tourism and helping to boost the local economy. We point out all the locations and different organizations and local destinations that house and preserve our unique history.

   See: https://www.rockportfulton.com/history-of-aransas-county
   https://www.rockportfulton.com/rockportfulton360virtualtour



Our Store features and sells historical maps:



Possible future project proposed: LDAR Mapping of El Copano, Lamar Settlements, Aransas City

RockportFulton Media's Eligibility for funding under the Texas Tax Code Chapter 351

6. **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:**
RockportFulton.com considers fishing, birdwatching, outdoor shopping, boating, and beach going sporting events that substantially increase economic activity at hotels. We actively promote any fishing tournament or event happening in the Rockport Fulton area as well as highlight any outdoor activities that would create a desire to want to come and be a part of the event or activity. Through our marketing efforts large amounts of targeted traffic are sent to the following pages:
https://www.rockportfulton.com/rockport-beach-park
https://www.rockportfulton.com/rockport-fulton-fishing-piers
https://www.rockportfulton.com/fulton-fishing-pier
https://www.rockportfulton.com/events-calendar
https://www.rockportfulton.com/rockport-area-summer-youth-programs-2022
https://www.rockportfulton.com/parks







7. **Funding transportation systems for transporting tourist from hotel to and near the city to any of the following destinations:**
   Not Applicable

8. **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality:**
   Signage is an important part of directing visitors to different sights and attractions, especially in areas that are frequently visited by tourists. RockportFulton.com has done this by creating a 360 Virtual Tour page. This allows visitors to virtually visit several parts of the city and explore the various hotspots that are frequently visited by tourists. The Virtual Tour is the main reason for funding, and it allows for embeds like photos, videos, websites, links, and even point of sale links so that entities that have a presence on the tour could buy or book directly from the embedded links on the tour. This is a highly intelligent way to not only direct tourists to different attractions, but also provide a way for businesses to increase their sales.

   See: https://www.rockportfulton.com/rockportfulton360virtualtour

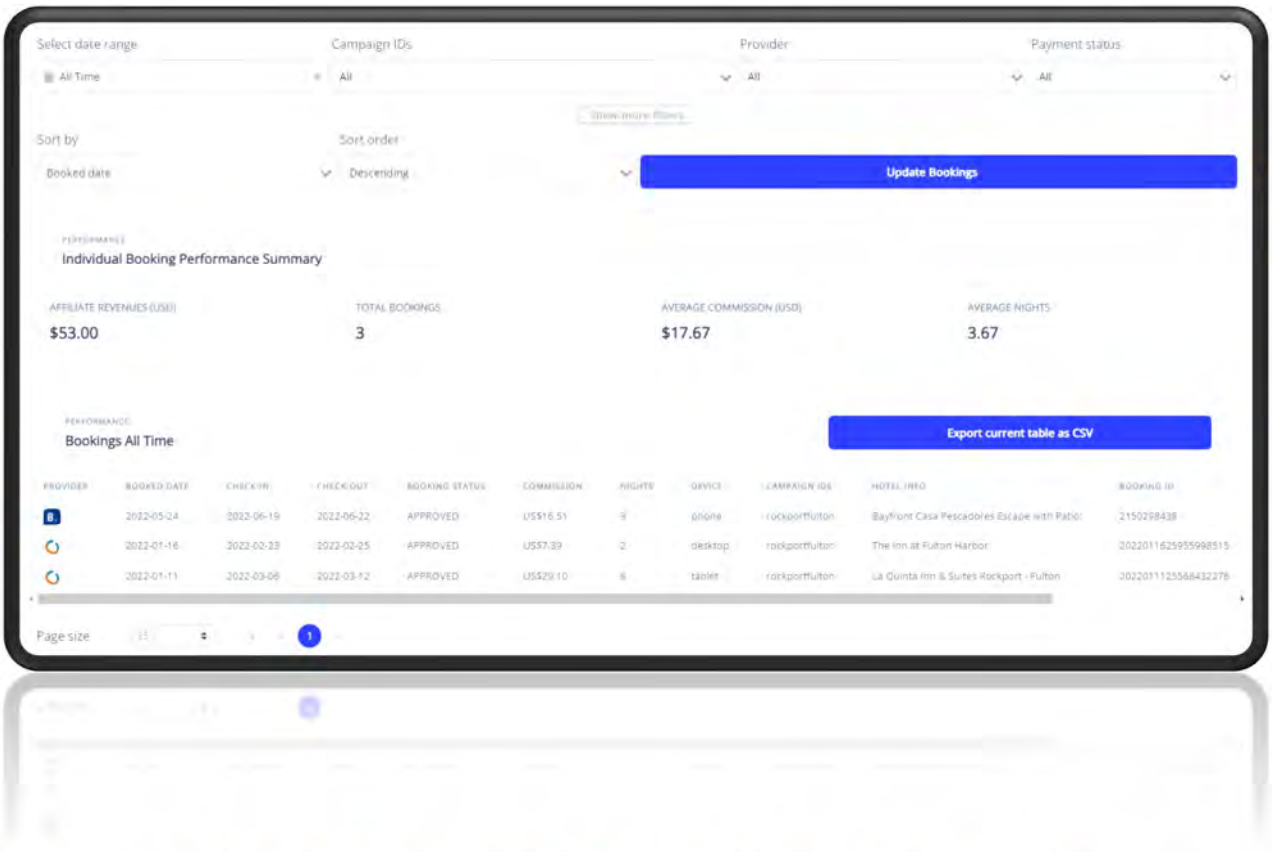
Has not been promoted and already has over 11,000 views



Eligibility and Priority for Hotel Tax Funds

Even though RockportFulton.com is already a functioning website that gets lots of traffic, the booking system for tracking has barely gotten implemented and has gone through its initial testing phase. We have not yet driven paid ads to the funnel pages, but we have been proven to convert traffic based on small amounts of testing data. Our marketing plan is to optimize through SEO as well as use various online paid advertising to drive large amounts of targeted traffic to the landing pages and scale ads until we generate more than we spend on ads, becoming self-perpetuating and funded advertising. In the past our analytics have proven RockportFulton.com's efforts have driven Millions of visitors to be exposed to Rockport Texas events, Points of interest as well as hotels, RV parks, and Short-Term Rental pages. It took some time to be able to finish out the back-end programming for tracking the actual booking. We were driving traffic directly to the businesses websites and not booking directly through our system. We now have that in place and are ready to run paid ad campaigns to capture and convert visitor traffic. We also have a 14-day cookie that will track and capture a booking up to 14 days past the initial website visit.

Here is some data from two small test runs using free advertising sources:



Note: unrestrained visitor traffic to the Hotels, RV Parks, and Vacation Rentals this year alone sent directly to their website from RockportFulton.com website is around the 45,000 visitor range. Conversion test data shows a 10% so 4,500 nights at average $100 per night booked through our direct marketing efforts = $450,000 in hot fund generating revenue for Rockport & Aransas County.

Supplemental Information Required with Application

Use of Revenue from Event:

RockportFulton.com's main objective as to the use of Hotel Tax funding is to finish out the build out of our 360 virtual tour page, finish out vital content creation needed to finish out the virtual tour, index and rank additional pages needed for the virtual tour, as well as to conduct an extensive paid online advertising campaign to build a much larger audience base and optimize ad traffic to Hot Fun generating pages so show profitability to become a self-perpetuating / self-funded advertising entity. Rockport Fulton's travel and tourism industry is one that is constantly growing and evolving. To keep up with the demand of travelers, RockportFulton.com must have a strong online presence. A large part of this is having a high quality 360 virtual tour page that accurately represents all that Rockport Fulton has to offer its visitors. To achieve this goal, RockportFulton.com needs funds to pay for content creation, page optimization, and online advertising. By prioritizing RockportFulton.com's use of Hotel Tax funds, the city of Rockport Fulton can ensure that its travel and tourism industry continue to thrive.

1.Comprehensive detailed budget of proposed event/project

RockportFulton Media Proposed Project Budget:		
Content Creation:	High Quality Video / Photography Production	$20,000
SEO Programming:	100 hours est. @ $100 per hour for SEO specialist	$10,000
Virtual Tour Programming:	100 hours est. @ $100 per hour for programmer	$10,000
Paid Advertising Campain:	Google adwords, Various Social Media plateforms	$35,000
Total:		$75,000

Due to propiotary reasons. We can not disclose the fine details of our marketing techniques or methods. We only use certifed specialist for our programming and content creation methods. Please contact me directly at info@RockportFulton.com to discuss proposed methods in full detail.

2. Proposed Marketing Plan for the funded event/project

1.Finish out 360 Virtual Tour of Rockport & Aransas County, optimize organic search SEO, drive sales and traffic to local business, tourism hot spots, and places to stay.

2. Capture Ultra High-Definition Videography footage & Large format High resolution Photography images, finish out SEO metadata for images and videos, load images to online cloud, distribute accordingly for backlinking, funnel traffic to website opt in. Email market Capture visitor data for future marketing, Vacation packages for Rockport Fulton.

3. Focus in on content creation based on Googles latest Quality Guidelines. The content will be showcasing tourism and the hotel and convention industry in Rockport Texas. Content will be shared online and organically seen by millions using our tools. All the search engine optimization completed. Traffic will be funneled to events, local event centers, and then to accommodation booking systems. Organic Traffic will be the result. Paid ads will be Targeted ad campaigns to drive traffic to Hotel, STRs, and RV Parks.

4. Search Engine Optimization (SEO) of newly created content.

5. Organic and Paid social media Campaigns to grow audience and obtain a web capture for email marketing.

3. Schedule of activities or Events Relating to the Funded Event / Project

RockportFulton.com's schedule of activities or Events Relating to the Funded Event / Project has already started and will be fully operational as soon as the funding has been secured. We believe that time is of the essence to try and capture the biggest opportunities presented during Rockport's peak summer season.

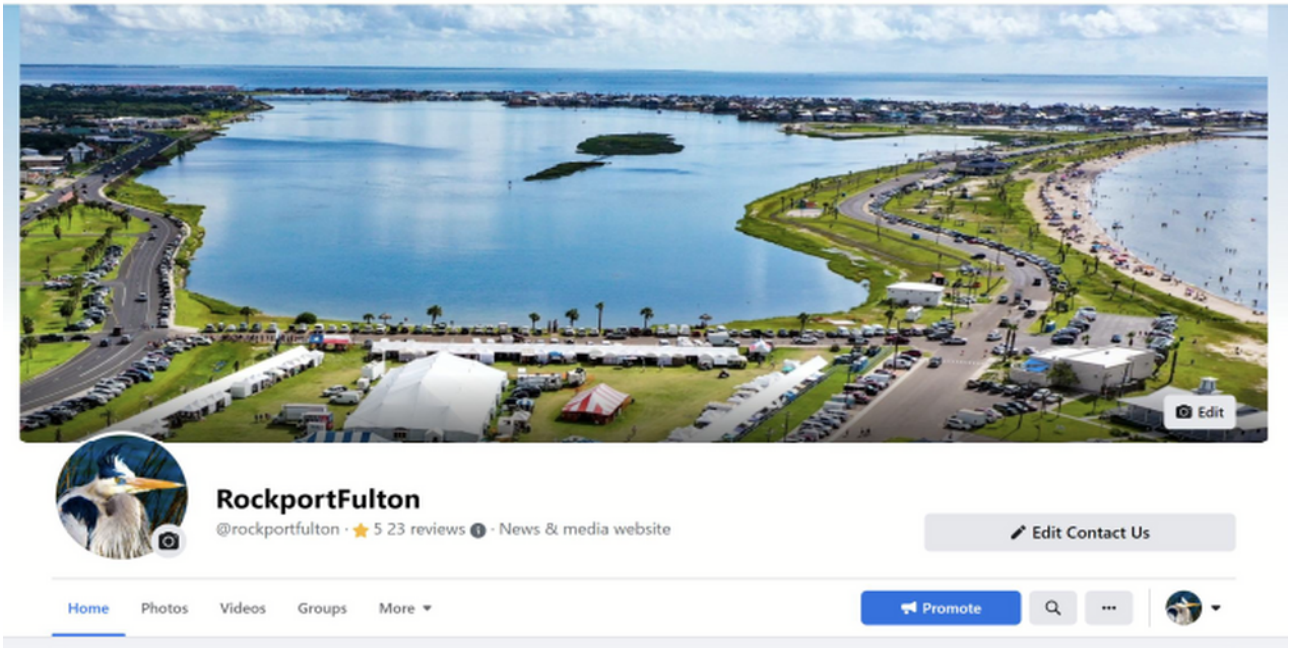
RockportFulton.com is a web presence that will forever serve as a permanent tool and record to serve the community as long as there is an internet connection to Rockport Texas USA RockportFulton.com will be live as server costs are self-funded.

Full implementation of the main proposed activities begins immediately and will take about 90 days to be operational. Of course, paid advertising campaigns will be ongoing throughout this year and into next year as well.

These proposed activities are capturing the highest potential return on investment for our primary targeted market which is out-of-state travelers during the year. Our focus is on providing value to those who will appreciate it most and in turn, support our local businesses through their spending while they are visiting.

This type of economic activity is what fuels a robust city and we have an opportunity to maximize it through our efforts. The support captured through this funding assistance allows us to continue these helpful activities that directly impact our local economy in a very positive way. Please join us as we move forward with these exciting plans that have already generated so much positive buzz throughout the United States of America and the world at large!

Thank you so much for your consideration.
If you need any additional information please contact us at
Info@RockportFulton.com
RockportFulton.com
or Facebook.com/RockportFulton



Texas Maritime Museum

FUNDING HISTORY						
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Requested FY 22-23
$ 80,000	$ 75,000	$ 75,000	$ 75,000	$ 70,000	$ 65,000	$75,000

2021-2022
Board of Trustees
****

Karl Hattman
President

Tom York
Vice President

Garry Cate, CPA
Treasurer

Rose Williams
Secretary

Fred Wilkerson

Cody Revel

Veronika Camehl

Ken Kellar

Cecil Rousseau

Jim Ferris

Chad Lee

June 1, 2022

Mayor Jayroe and Council Members
City of Rockport, Texas
2751 State Hwy 35 Bypass
Rockport, Texas 78382

RE: Hotel/Motel Occupancy Fund Application for 2022-2023

Dear Mayor and Council Members,

Please find attached to this letter, the requested Hotel/Motel Occupancy Fund Application for 2022-2023. I will attend the workshop slated for Tuesday, June 7th, at 1:30 p.m. at the Rockport Service Center Training Room, 2751 State Hwy 35 Bypass, in Rockport, Texas.

We are diligently working to process all of the collected zip codes from the 2022 – 25th Annual Rockport Wine Festival that took place on May 28th. I look forward to sharing that information with you at the workshop.

Thank you for your time.

Sincerely,



Justin Parkoff, PhD, RPA
Executive Director &
Marine Archaeologist

Hotel Occupancy Tax Funding Application

Date: May 20, 2022

Organization Information

Name of Organization: Texas Maritime Museum

Address: 1202 Navigation Circle

City, State, Zip: Rockport, TX 78382

Contact Name: Justin Parkoff Contact Phone Number: 210-249-1800

HOT Contract Email: curator@texasmaritimemuseum.org

Web Site Address for Event or Sponsoring Organization: texasmaritimemuseum.org

Type of Organization: _____ Governmental ✓ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-2097680 Organization's Creation Date: 1987, doors opened 1989

Purpose of Organization: The mission of the Texas Maritime Museum is to educate and excite the public about maritime history and its importance to the development and current livelihood of our great state.

Event Information

Name of Event or Project: Texas Maritime Museum

Date of Event or Project: July 1, 2022 - June 30, 2023

Primary Location of Event or Project: 1202 Navigation Circle, Rockport, TX 78382

Amount Requested: $ 75,000.00

How will the funds be used: Advertising, office supplies, website, salaries, and applicable operating expenses.

- Please see Exhibit A for proposed 2022-2023 budget.

Primary Purpose of Funded Activity/Facility:

The continued development of tourism and assistance with costs related to fundraising.

Percentage of Hotel Tax Support of Related Costs

33 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

31 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

36 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 75 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category: - Please see Exhibit B for 2022-2023 budget request.

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 24,750.00

☑ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 27,000.00

☑ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 23,250.00

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $ -

How many individuals are expected to participate in the sporting related event? -

How many of the participants at the sporting related event are expected to be from another city or county? -

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

-

-

-

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $ -

What sites or attractions will tourists be taken to by this transportation? -

-

-

Will members of the general public (non-tourists) be riding on this transportation? -

What percentage of the ridership will be local citizens? -

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ -

What tourist attractions will be the subject of the signs?

-

-

-

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 33

2. Expected Attendance: 11,500-12,000 Prior year's attendance: 10,186
   13,500+ with Wine Festival

3. How many people attending the Event or Project will use City of Rockport hotels? N/A

   Number of nights will they stay: _____

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   No, the museum is one of many attractions that bring people into Rockport rather than a singular event.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

   Please see Exhibit C for other hot funds.

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others (Aransas / Fulton)	
2019-2020	$ 75,000	$ 13,564	N/A
2020-2021	$ 71,400	$ 24,253 / 5000	N/A
2021-2022	$ 66,250	$ 22,965 to date	N/A

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   The museum collects zip codes from patrons on all admissions and special events. This data give travel percentages from all cities.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County, HEB., Margaret Sue Rust Foundation, Nystrom Family Foundation, Ed Rachel Foundation, Castaways.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Admission is charged. Approximate net profit of $30,500 will be used for museum repairs and general operations.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $ 2,000
Radio: $ 0
TV: $ 8,500
Other Paid Advertising: $ 11,000

Number of Press Releases to Media 2
Number Direct Mailings to out-of-town recipients 0

Other Promotions N/A

9. Will you include a link to local hotels on your website for booking during this event?
Local hotels will be posted on our website and Facebook

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Only for special events such as Wine Festival or guest lectures.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Better online ticket sales through Eventbright, new targeted areas such as Rio Grande Valley, increased social media platforms, diverse online festival advertising selling, etc.

12. What geographic areas does your advertising and promotion reach?
(1) Rio Grande Valley, Austin, San Antonio, Houston (primary targets)
(2) Winter Texans on email list, Dallas, Fort Worth (secondary)

13. How many individuals will your proposed marketing reach who are located in another city or county? 1 million +

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: Monthly Avg. 848 / 12,000 yearly / 13,500 with Wine Festival

Percentage of those in attendance that are staying at area hotels/lodging facilities: 53 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

EXHIBIT A

July 2022 - June 2023

Proposed Budget for the Texas Maritime Museum

Income:	
Admissions	40,000.00
Contributions income	7,500.00
Cookbook Sales	500.00
Educational Events	6,500.00
Fundraiser Income	230,000.00
Grants	98,000.00
Hotel/Motel Tax Income	98,000.00
Interest Income	3,000.00
Membership Dues	15,000.00
Museum Store Transfer	6,000.00
Total	**505,500.00**
Expenses:	
Advertising/Promotions	25,000.00
Bank Service Charge	5,000.00
Collection Management	500.00
Contract Services (Serenity Allen $15K+Clean Sweep same)	21,000.00
Curatorial Exhibits	30,000.00
Dues	1,000.00
Educational Programs	33,000.00
Employee Health Insurance (Humana)	15,000.00
Fundraiser Expenses (3 events) less advertising	110,000.00
Legal Accounting (Review only/no audit)	3,000.00
Maintenance	30,000.00
Museum Development	5,000.00
Museum Insurance	26,000.00
Office Supplies	8,500.00
Payroll Expenses (see spreadsheet for information	137,022.00
Utilities	25,000.00
Total Projected Expenses	**475,022.00**
NET Income	**30,478.00**

EXHIBIT B

BUDGET REQUEST-TMM

CATEGORY	REQUESTED FOR YEAR 2022-2023	GRANTED
Advertising	$25,000.00	
Curatorial	$9,000.00	
Salaries	$27,000.00	
Education	$5,000.00	
Office Supplies	$4,000.00	
Website Maintenance	$5,000.00	
Total	**$75,000.00**	

EXHIBIT C

TEXAS MARTIME MUSEUM
LIST OF OTHER HOT FUNDS ACQUIRED FOR 3 YEARS

1. ARANSAS COUNTY:

2019/ 3rd quarter- July-Sept.	$4,471.29
2019/ 4th quarter- Oct.-Dec.	$5,854.00
2020/ 1st quarter- Jan.-March	$2,166.21
2020/ 2nd quarter- April-June	$1,072.45
	$13,563.95

2020/ 3rd quarter- July-Sept.	$2,873.92
2020/ 4th quarter- Oct.-Dec.	$9,476.58
2021/ 1st quarter- Jan.-March	$4,273.30
2021/ 2nd quarter- April-June	$7,630.01
	$24,253.81

2021/ 3rd quarter- July-Sept.	$12,860.68
2021/ 4th quarter- Oct.-Dec.	$6,372.60
2022/ 1st quarter- Jan.-March	$3,732.48
2022/ 2nd quarter- April-June	$0.00
	$22,965.76

2. FULTON:

2020/ 3rd quarter- April-June	$0.00
2020/ 4th quarter- July-Sept.	$5,000.00
2021/ 1st quarter- Oct.-Dec.	$0.00
2021/ 2nd quarter- Jan.-March	$0.00
	$5,000.00

Additional Hotfunds Assistance 2019-2021	**$65,783.52**

Projected Fundraiser Expense Budget

27th Annual Mah Jongg Tournament - January 28-30, 2023

Expense	Cost
Reception Food	$300.00
Reception Supplies	$150.00
Rockport Country Club (2 days of lunch)	$6,000.00
Tournament Supplies	$200.00
Butler Tables & Chairs	$1,500.00
Gifts	$395.24
Petty Cash	$1,250.00
Mah Jongg Credit Card Charge	$26.99
Chair Gifts	$130.00
Projected Total Costs	**$9,952.23**

Projected Fundraiser Expense Budget

26th Annual Rockport Wine Festival - May 25 & 27th 2023

Expense	Cost
Albin Exterminating	$200.00
Bands	$34,000.00
Beer Disributors	$3,000.00
Black Tile Affairs Catering	$12,500.00
Butler - Tents	$18,000.00
Comfort Station	$2,000.00
Ground Security	$1,300.00
Ice	$700.00
Fast Signs	$600.00
Jack's Rental & Demo	$1,000.00
M.W. Periscope Wine Glasses	$2,600.00
Republic Wine Distribution	$20,000.00
Rockport Printing	$4,200.00
ROTC	$1,000.00
Spanky's	$4,000.00
Supplies	$3,000.00
TABC Licence	$300.00
Valet Service	$1,000.00
Weather Insurance	$3,500.00
Yard Clean Up Crew	$400
Projected Total Costs	**$113,300.00**

TEXAS MARITIME MUSEUM

MARKETING PLAN PROPOSAL

2022-2023

Marketing requires an understanding of five basic principles to be most effective:

- Product
- Public
- Price
- Production
- Promotion

We know what we are selling, who we are trying to access, where it will be sold, and how it will be produced, which takes us to the step of promoting. The Texas Maritime Museum has established an effective marketing plan to further our mission of exciting and educating the tourists regarding Texas' maritime history and providing ample opportunities to promote tourism in Aransas County. For the upcoming fiscal year our marketing plan will be accomplished through the following goals established under key criteria for soliciting hotel occupancy funds:

I. Planning for the Future:

The Texas Maritime Museum initiated a new revitalization campaign in 2021 called "Full Ahead". This campaign includes a more concise mission statement and vision for the museum's future, enabling our organization to change its direction. The museum is moving forward by showcasing the broader story of the Texas Gulf Coast rather than just local maritime history. The importance that maritime culture has had upon Texas' history, development, and current economic prosperity cannot be understated. To achieve this expanded narrative, the museum is undergoing an extensive internal rehabilitation with expanded themes.

What does "Full Ahead" mean? Planning for the future through a revitalization campaign of the museum's exhibits. The intent of the Board of Trustees is to build upon the museum's successful thirty-three-year

foundation. Current exhibits are being updated to be more engaging. New significant exhibits are being added to broaden the maritime story of the full Texas Coast.

"Full Ahead" Goals:

1) Promote tourism to our community. Increase financial support of the Texas Maritime Museum through regular and repeat visitor attendance and membership.

2) Improve our educational impact by broadening the Texas maritime story by incorporating new significant exhibits into the museum.

3) Ensure future reaccreditation with the American Alliance of Museums by modifying existing exhibits to meet accessibility standards and incorporating cultural diversity in the maritime stories.

4) Embrace technology as a means of improving the experience of the museum visitor, frequently refreshing exhibits, and strengthening the story of "why" is maritime important to Texas.

II. Advertising, Solicitations, and Promotions that Directly Promote Tourism and the Hotel/Convention Industry:

June thru November 2023: Educational Events will begin with the assistance of other non-profit organizations and the Educator, Shelly Knostman. The executive director, Justin Parkoff, Ph.D., and Shelly will be collaborating to provide innovative and interactive activities, summer camps, events, and exhibits for children/adult audiences.

June through the present, 2023: The Texas Maritime Museum is opening a permanent exhibit on the second floor dedicated to the maritime battles in Texas of the American Civil War. This exhibit consists of numerous models, interactive displays, and historical artwork depicting these battles.

December 2023: As mentioned in the last report the annual La Belle Ball has been renamed the Maritime Gala (25th) to recognize the revitalization of the museum, the ball will be renamed the 24th Maritime Gala. This new name recognizes the expanded mission and vision of the Texas Maritime Museum. The black-tie event is being developed by the Board of Trustees/staff.

January 2023: The Texas Maritime Museum's 26th Annual Mah- Jongg Tournament will be held in 2023 at the Rockport Country Club. This event continues to attract players from all over the state of Texas as well as, out of state.

May 2023: The 26th Annual Rockport Wine Festival will be the largest fundraiser for the museum and continues to attract visitors from across the nation and on an international level. The detailed zip code report requires accurate data to be collected and entered into an EXCEL spreadsheet at the conclusion of the festival Tickets may be purchased for the event on the Museum website prior to the event. A market plan to promote the event through digital media, television, radio, small print, and large-scale printing will be created by March 2023.

III. Promotion of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:

As stated in Section I, the Texas Maritime Museum is expanding our exhibits by working with a team of experts in the field of maritime research. This team includes marine archaeologists Dr. Justin Parkoff, Amy Borgens, Dr. Sam Cuellar, Professor Tom Oertling, and well-published historians Andrew Hall, Edward Cotham Jr., and Donald Frazier. The team includes the renowned marine artist Dr. Peter J. Rindlisbacher who has dedicated most of his career to carefully researching and accurately painting some of the most important events and periods in Texas' rich history. These encompass the numerous seas battles that took place along our coast during the Texas Navy Period and the Civil War Union's extensive blockade of Texas. The diversity also delves into other documented periods of Texas' history. This started with the early Native American Karankawa coastal trade, Spanish and American colonization, the western river steamboat cotton trade, the golden age of the Morgan steamers, and the massive offshore industries that dot our coastline.

A. The Texas Maritime Museum holds the original watercolors of the Texas Lighthouses painted by Mr. Harold Phenix in 1990. This exhibit has been a source of attraction since the opening of the Museum in 1989 and especially from the Hill Country and his former home sites. The entire oil painting collection, a total of 13

is award-winning and helps in perpetuity for Harold (deceased 2009) and his family. A true ambassador for the Museum and in-house artist forever. In addition to our original Phenix collection, two more paintings were donated by Joanie Phenix and are now on display. Paintings of the Smith House and the Fulton Mansion can be found in the Museum Library.

B. The original oil painting, Marion Meat Packing which is showcased in the Museum on the first floor depicts Rockport/Fulton in the 1880s. The history of exploration and development of the coastal region is told by this 4 x 6 life-size original.

IV. Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:

As the official accredited maritime museum of Texas, the Texas Maritime Museum is working closely on historic conservation and preservation projects tied to inland waterways and coastal projects. The museum works closely with the State Governor's Texas Historical Commission, the U.S. Naval History and Heritage Command, and other educational institutions such as the Center for Maritime Archaeology and Conservation at Texas A&M University and the Maritime Studies Program at Texas A&M Galveston. By working with these entities, the Texas Maritime Museum has become more involved in active maritime projects around the state which bring in numerous rotating exhibits that directly promote tourism. These exhibits are educational, but more importantly, interactive to both children and adults alike, offering a more fulfilling and engaging maritime experience that promotes equality and accessibility for a diverse audience.

TEXAS MARITIME MUSEUM

2022-2023 PROPOSED ADVERTISING/MARKETING

NEWSPAPER/PRINT MEDIA:

- Festival of Texas – Spring
- Rockport Pilot
- Austin Community Impact Newspaper with Central Austin Edition over 1.5 million distributions to households in Austin
- Our Digital Logline – throughout Texas and various states
- Billboard 77 miles from Rockport (on route from San Antonio to Rockport)

TV:

- Streaming TV advertisements package using Tegna throughout the Rio Grande Valley, Austin, Houston, San Antonio. Non-Skippable ads before on-demand TV streams.
- KIII Channel live interviews during morning show from the museum week of the festival
- Pre-Recorded KIII Interview from the museum

WEB ADVERTISEMENT:

- Tegna banner and display advertisements across multiple news website properties around the state (focused on Houston, Austin, San Antonio, and the Rio Grande Valley)
- Tourtexas.com banner advertisement
- Facebook and Instagram – paid ads for events, lectures, and inviting visitors to the museum
- KIII-TV website ads
- Eventbrite
- Festival Net
- YouTube – KIII Interview/Info about festival

City of Rockport
Downtown Information Center & Restrooms

Requested Amount: $500,000

Hotel Occupancy Tax Funding Application

Date: June 6, 2022

Organization Information

Name of Organization: City of Rockport

Address: 2751 SH 35 Bypass

City, State, Zip: Rockport, Texas, 78382

Contact Name: Richard Morton Contact Phone Number: 361-729-2213

HOT Contract Email: Khenry@cityofrockport.com

Web Site Address for Event or Sponsoring Organization: www.cityofrockport.com

Type of Organization: x Governmental _____ Non-Profit _____ Private/ For-Profit

Tax ID #: _____ Organization's Creation Date: 1870

Purpose of Organization: To serve the residents and businesses of Rockport.

x

Event Information

Name of Event or Project: Downtown Information Center/Restrooms

Date of Event or Project: Construction in 2023

Primary Location of Event or Project: Main Street between Austin St. and Water St.

Amount Requested: $500,000

How will the funds be used: Funds will be used to close Main Street, creating a visitor information center/restroom facilty for tourists visiting Rockport.

Primary Purpose of Funded Activity/Facility:

June 6, 2022

N/A

N/A N/A

City of Rockport

N/A

2751 SH 35 Bypass

N/A

Rockport, Texas, 78382

Percentage of Hotel Tax Support of Related Costs

Richard Morton 361-729-2213

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

Khenry@cityofrockport.com

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

www.cityofrockport.com

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities x _____%

1870

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

To serve the residents and businesses of Rockport.

☒ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $ 500,000

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

Downtown Information Center/Restrooms

Construction in 2023

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

Main Street between Austin St. and Water St.

100,000

500,000

60

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

Funds will be used to close Main Street, creating a visitor information center/restroom facilty for tourists visiting Rockport.

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

June 6, 2022

1. How many years have you held this Event or Project: N/A

2. Expected Attendance: N/A Prior year's attendance: N/A

City of Rockport

3. How many people attending the Event or Project will use City of Rockport hotels? N/A

2751 SH 35 Bypass

Number of nights will they stay: N/A

Rockport, Texas, 78382

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

Richard Morton 361-729-2213

Khenry@cityofrockport.com

www.cityofrockport.com

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

x

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
	$	$	
	$	$	
	$	$	

1870

To serve the residents and businesses of Rockport.

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

Downtown Information Center/Restrooms

Construction in 2023

Main Street between Austin St. and Water St.

6. Please list other organization, government entities, and grants that have offered financial support to your project: 500,000

100,000

60

Funds will be used to close Main Street, creating a visitor information center/restroom facilty for tourists visiting Rockport.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

June 6, 2022

Newspaper: $_____

Radio: $_____ N/A

TV: $_____

Other Paid Advertising: N/A $_____ N/A

City of Rockport

Number of Press Releases to Media _____ N/A

Number Direct Mailings to out-of-town recipients _____

2751 SH 35 Bypass

N/A

Other Promotions Rockport, Texas, 78382

9. Will you include a link to local hotels on your website for booking during this event? Richard Marton 361-729-2213

Khenry@cityofrockport.com

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

www.cityofrockport.com

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

x

1870

To serve the residents and businesses of Rockport.

x

12. What geographic areas does your advertising and promotion reach?

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

Downtown Information Center/Restrooms

Construction in 2023

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Main Street between Austin St. and Water St.

Expected Attendance Monthly/Annually: 100,000

500,000

Percentage of those in attendance that are staying at area hotels/lodging facilities: 60 %

Funds will be used to close Main Street, creating a visitor information center/restroom facilty for tourists visiting Rockport.

Please Submit to:

City of Rockport

City Secretary

tvaldez@cityofrockport.com

City of Rockport
Event Support

Requested Amount: $30,000

Hotel Occupancy Tax Funding Application

Date: July 19, 2022

Organization Information

Name of Organization: City of Rockport

Address: 2751 SH 35 Bypass

City, State, Zip: Rockport, TX 78382

Contact Name: Rick Martinez Contact Phone Number: 361-790-1136

HOT Contract Email: rmartinez@cityofrockport.com

Web Site Address for Event or Sponsoring Organization: www.cityofrockport.com

Type of Organization: X Governmental _____ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-600200 Organization's Creation Date: _____

Purpose of Organization: To serve the City of Rockport residents and visitors by providing the highest standards of service..

Event Information

Name of Event or Project: Event Support

Date of Event or Project: _____

Primary Location of Event or Project: _____

Amount Requested: $30,000.00

How will the funds be used: To provide staff and resource support for various events held within in the City.

Primary Purpose of Funded Activity/Facility:

_____

_____

_____

_____

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

✔ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____

2. Expected Attendance: _____ Prior year's attendance: _____

3. How many people attending the Event or Project will use City of Rockport hotels? _____

   Number of nights will they stay: _____

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	**Assistance Amount**		**Number of Hotel Rooms Used**
	City HOT Funds	**Others**	
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____
_____	$ _____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   _____

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   _____

   _____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media _____
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?

   _____

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

    _____

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

    _____

    _____

    _____

12. What geographic areas does your advertising and promotion reach?

    _____

    _____

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities:_____%

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

City of Rockport
Kite Festival

Requested Amount: $5,000

Hotel Occupancy Tax Funding Application

Date: JUN 19, 2022

Organization Information

Name of Organization: CITY OF ROCKPORT PARKS & LEISURE SERVICES

Address: 402 E LAUREL

City, State, Zip: ROCKPORT, TX, 78382

Contact Name: RICK MARTINEZ Contact Phone Number: 361-790 1136

HOT Contract Email: RMARTINEZ@CITYOFROCKPORT.COM

Web Site Address for Event or Sponsoring Organization: CITYOFROCKPORT.COM

Type of Organization: ✓ Governmental ____ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-6002000 Organization's Creation Date: ____

Purpose of Organization: TO SERVE THE CITY OF ROCKPORT RESIDENTS AND VISITORS BY PROVIDING THE HIGHEST STANDARDS OF PARKS, LEISURE SERVICES, FACILITIES AND PROGRAMS, EVENTS, EFFICIENTLY, PROFESSIONALLY, AND SAFELY.

Event Information

Name of Event or Project: ROCKPORT KITE FESTIVAL

Date of Event or Project: APRIL 29, 2023

Primary Location of Event or Project: FESTIVAL GROUNDS AT ROCKPORT HARBOR

Amount Requested: $ 5,000

How will the funds be used: FUNDS WILL BE USED FOR ADVERTISING AND PROMOTION OF THE EVENT, ENTERTAINMENT FROM PROFESSIONAL STUNT GROUPS, MUSICAL ENTERTAINMENT, AND ACTIVITIES, ARTS & CRAFTS FOR ATTENDEES.

Primary Purpose of Funded Activity/Facility:

TO PROVIDE A SAFE AND FUN EVENT FOR RESIDENTS AND VISITORS TO COME AND EXPLORE THE AREA AND ENJOY THE FREE FAMILY FUN EVENT.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 1

2. Expected Attendance: 2,000 Prior year's attendance: 1,000

3. How many people attending the Event or Project will use City of Rockport hotels? 20%

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   _____

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   NO ADMISSION

   _____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media _____
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
   YES

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

12. What geographic areas does your advertising and promotion reach?
    STATE OF TEXAS

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: N/A

    Percentage of those in attendance that are staying at area hotels/lodging facilities: N/A %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

City of Rockport
Tropical Christmas

Requested Amount: $70,000

Hotel Occupancy Tax Funding Application

Date: JUN 19, 2022

Organization Information

Name of Organization: CITY OF ROCKPORT PARKS & LEISURE SERVICES

Address: 402 E LAUREL

City, State, Zip: ROCKPORT, TX, 78382

Contact Name: RICK MARTINEZ Contact Phone Number: 361-790 1136

HOT Contract Email: RMARTINEZ@CITYOFROCKPORT.COM

Web Site Address for Event or Sponsoring Organization: CITYOFROCKPORT.COM

Type of Organization: ✓ Governmental ____ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-6002000 Organization's Creation Date: ____

Purpose of Organization: TO SERVE THE CITY OF ROCKPORT RESIDENTS AND VISITORS BY PROVIDING THE HIGHEST STANDARDS OF PARKS, LEISURE SERVICES, FACILITIES AND PROGRAMS, EVENTS, EFFICIENTLY, PROFESSIONALLY, AND SAFELY.

Event Information

Name of Event or Project: TROPICAL CHRISTMAS FESTIVAL AND FIREWORKS

Date of Event or Project: DECEMBER 3, 2022

Primary Location of Event or Project: FESTIVAL GROUNDS AT ROCKPORT HARBOR

Amount Requested: $ 70,000

How will the funds be used: FUNDS WILL BE USED FOR ADVERTISING AND PROMOTION OF THE EVENT, ENTERTAINMENT FOR KIDS, MUSICAL ENTERTAINMENT, FIREWORK SHOW COSTS, AND EVENT SET UP.

Primary Purpose of Funded Activity/Facility:

TO PROVIDE A SAFE AND FUN EVENT FOR RESIDENTS AND VISITORS TO COME AND EXPLORE THE AREA AND ENJOY THE FREE FAMILY FUN EVENT.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: OVER 25 YEARS
2. Expected Attendance: 4,500 Prior year's attendance: 4,000
3. How many people attending the Event or Project will use City of Rockport hotels? 20%

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   _____

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   NO ADMISION

   _____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media _____
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
   YES

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

12. What geographic areas does your advertising and promotion reach?
    STATE OF TEXAS

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: N/A

    Percentage of those in attendance that are staying at area hotels/lodging facilities: N/A %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

City of Rockport
Whooping Crane Strut

Requested Amount: $6,500

Hotel Occupancy Tax Funding Application

Date: JUN 19, 2022

Organization Information

Name of Organization: CITY OF ROCKPORT PARKS & LEISURE SERVICES

Address: 402 E LAUREL

City, State, Zip: ROCKPORT, TX, 78382

Contact Name: RICK MARTINEZ Contact Phone Number: 361-790 1136

HOT Contract Email: RMARTINEZ@CITYOFROCKPORT.COM

Web Site Address for Event or Sponsoring Organization: CITYOFROCKPORT.COM

Type of Organization: ✓ Governmental ____ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-6002000 Organization's Creation Date: ____

Purpose of Organization: TO SERVE THE CITY OF ROCKPORT RESIDENTS AND VISITORS BY PROVIDING THE HIGHEST STANDARDS OF PARKS, LEISURE SERVICES, FACILITIES AND PROGRAMS, EVENTS, EFFICIENTLY, PROFESSIONALLY, AND SAFELY.

Event Information

Name of Event or Project: WHOOPING CRANE STRUT

Date of Event or Project: MARCH 4, 2023

Primary Location of Event or Project: ROCKPORT BEACH PARK

Amount Requested: $6,500

How will the funds be used: FUNDS WILL BE USED FOR ADVERTISING AND PROMOTION OF EVENT, EVENT ACTIVITIES, TIMING COMPANY, AND AWARDS INCLUDING T-SHIRTS.

Primary Purpose of Funded Activity/Facility:

TO PROVIDE A SAFE AND FUN EVENT FOR RESIDENTS AND VISITORS TO COME AND EXPLORE THE AREA WHILE PARTICIPATING IN THIS EVENT WHICH RAISES FUNDS FOR FRIENDS OF ARANSAS AND MATAGORDA ISLAND (FAMI) NATIONAL WILDLIFE REFUGE

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $_____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 33 YEARS
2. Expected Attendance: 400 Prior year's attendance: 350
3. How many people attending the Event or Project will use City of Rockport hotels? 40%

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   _____

   _____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   _____

   _____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   _____

   _____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   YES, _____

   _____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media _____
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?

   _____

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?

    _____

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

    _____

    _____

    _____

12. What geographic areas does your advertising and promotion reach?

    STATE OF TEXAS

    _____

13. How many individuals will your proposed marketing reach who are located in another city or county? _____

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: N/A

    Percentage of those in attendance that are staying at area hotels/lodging facilities: N/A %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: July 12, 2022

AGENDA ITEM: 13

Deliberate and act on appointment of Council representative on the Aransas County Alliance Local Government Corporation Board of Directors.

SUBMITTED BY: Mayor Tim Jayroe

APPROVED FOR AGENDA: RNM

BACKGROUND: The Bylaws of the Aransas County Alliance Local Government Corporation state a scheduled vacancy of any Place on the Board of Directors shall be filled by appointments made by the Sponsoring Entity whose Place on the Board expired. Previously Mayor Pat Rios was the Council's representation on the Aransas County Alliance Local Government Corporation Board of Directors. Since Mayor Rios did not run for re-election, the Council should appoint a Council representative to serve on this Board.

Please see the accompanying LGC bylaws for duties of the Board of Directors.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends Council appoint a representative on the Aransas County Alliance Local Government Corporation Board of Directors.

ORIGINAL

BYLAWS OF THE ARANSAS COUNTY ALLIANCE LOCAL GOVERNMENT CORPORATION

ARTICLE I
POWERS AND PURPOSES

Section 1.1. **Nonprofit Corporation.** The Aransas County Alliance Local Government Corporation (the "Corporation") shall be a nonprofit corporation, established under the authority of Texas Transportation Code Chapter 431, Subchapter D; no part of its earnings remaining after payment of its expenses or other obligations shall ever inure to the benefit of any individual, private association, firm or corporation.

Section 1.2. **Effect of Articles.** The affairs of the Corporation shall be conducted at all times in a manner subject to and in compliance with the Articles of Incorporation (the "Articles") and these Bylaws as amended from time to time. In the event of a conflict between the Articles and these Bylaws the Articles shall prevail.

Section 1.3. **Purpose.** The purposes of the Corporation are to encourage, stimulate, and promote economic development, expansion, and diversification within the Rockport-Fulton-Aransas County, Texas area, and to lessen the burdens of government by creating a larger tax base for the benefit of all residents of the area. In its efforts to promote economic development, the Corporation will be a catalyst to achieve sustainable, high quality economic development success. The Corporation helps the community speak with one voice, grow, expand, and attract business to Aransas County through its planning, marketing, coordination, services, and support. The Corporation shall function under the express direction of the Sponsoring Entities and shall have no control of any Sponsoring Entity's property or assets unless expressly granted by that Sponsoring Entity.

Section 1.4. **Offices**. The principal office shall be in the City of Rockport, Aransas County, Texas. The Corporation may establish other offices in such other places as the Board of Directors may from time to time determine and as the affairs and activities of the corporation may require, subject to approval of all the Sponsoring Entities. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Business Organizations Code. The registered office may be, but not need be, identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

Section 1.5. **Rights of Sponsoring Entity.** Any one or more of the Sponsoring Entities named in the Articles of Incorporation may undertake review, audit, and investigation of the financial affairs, programs and activities of the Corporation at any time and from time to time, and each Sponsoring Entity shall have all other rights reserved to it in the Articles.

Section 1.6. **Books and Records.** The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its board of directors (the "Board of Directors") and any committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any Director or his agent or attorney for any proper purpose at any reasonable

time; and each Sponsoring Entity and its representatives shall have immediate access to the books and records of the Corporation at all times during business hours and at all other times upon reasonable notice. All funding received by the Corporation from the Sponsoring Entities shall be accounted for separately.

Section 1.7. **Annual Audit.** The Board of Directors shall cause an audit of the books and accounts of the Corporation to be made annually by a certified public accountant and will furnish a copy of the annual audit report to the Sponsoring Entities within three months following the end of its fiscal year. The Corporation shall furnish to each Sponsoring Entity, not less than annually, statements of its financial condition including Statements of Income and Expenses and a Balance Sheet.

Section 1.8. **Annual Statement**. The Chairman or President shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

Section 1.9. **Annual Report to Sponsoring Entities.** The Chairman or President shall present an annual report to the Sponsoring Entities addressing performance metrics and accomplishments of the Corporation. Such presentation may be by separate meetings of each Sponsoring Entity or at a joint meeting of two or more of Sponsoring Entities. Unless otherwise designated by one or more of the Sponsoring Entities the annual report shall be delivered in June of every year.

Section 1.10. **Alliance Agreements**. The Corporation is authorized to enter into one or more alliance agreements with 501C-6 corporations, or other nonprofit corporations or foundations, or financially contributing partners, which will outline financial contributions of the entity, services to be performed, and performance measures for the upcoming year. All agreements and contracts of the Corporation shall be conditioned upon and subject to approval by all the Directors of the Corporation.

ARTICLE II
MEMBERS

Section 2.1. **Classes of Members.** The corporation shall have no members. All management and administration of the corporation shall be vested in its Board of Directors.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 **Powers, Number, and Term of Office.**

(a) The property and business affairs and activities of the Corporation shall be managed and controlled by the Board of Directors, and, subject to the restrictions imposed by contract law, the Articles, and these Bylaws, the Board of Directors shall exercise all of the powers of the Corporation.

(b) The initial Directors approved by the Sponsoring Entities to establish the Corporation and approve the Articles of Incorporation consisted of four (4) directors. Upon adoption of these Bylaws, the Board of Directors shall consist of

four (4) Places; one director appointed by each Sponsoring Entity, with each Director having an equal vote. The number of Directors may be increased or decreased by amendment of these Bylaws as authorized by the Articles.

(c) Any scheduled vacancy of any Place on the Board, such as by term expiration, shall be filled by appointments made by the Sponsoring Entity whose Place on the Board expired. Such appointment shall become effective immediately after the expiration of the expired term.

(d) A vacancy in any Place on the Board because of death, resignation, disqualification, removal from office, or otherwise, may be filled by the Sponsoring Entity whose place becomes vacant, for the unexpired portion of the term.

(e) Any Director may resign at any time. Such resignation shall be made in writing directed to the Board of Directors. A resignation shall take effect at the time specified therein, or, if no time is so specified, at the time of its receipt by the President. The acceptance of the resignation is not necessary to make it effective, unless expressly so provided in the resignation.

(f) All Directors shall serve a term of two (2) years.

(g) Except as specifically provided herein, each Director shall serve until September 30th of the second year following appointment or until his or her successor is appointed or elected as the case may be, whichever is later. Directors whose terms are to expire may be reappointed or reelected to the Board of Directors, unless otherwise ineligible. A Director may serve for up to three (3) consecutive terms.

(h) A Director serves at the pleasure of the appointing Sponsoring Entity.

Section 3.2. Regular Meetings.

(a) Regular meetings of the Board of Directors shall be held at least quarterly as shall be designated, from time to time, by resolution of the Board of Directors.

(b) Written notice of the date, hour, place, and subjects of each meeting of the Board of Directors shall be posted at such times and in such places as notice of each meeting of the Sponsoring Entities are posted, all as prescribed by the Texas Open Meetings Act.

(c) The Corporation shall give written notice to each Director of the date, hour, place, and subjects of each regular meeting in person, or by mail, email, fax or telegraph, at least three business days before the meeting, unless the Director waives the notice in writing with specific reference to that meeting. If mailed, such notice shall be deemed to be delivered on the earlier of the 3rd day after deposit into the United States mail or the day actually delivered by the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by

fax, such notice shall be deemed to be delivered at the date and time recorded on the fax confirmation sheet if the time is prior to 4:30 p.m. on a business day, otherwise the notice shall be deemed delivered on the following business day. If notice is given by telegraph, such notice shall be deemed to be delivered when the telegraph is delivered to the Director.

(d) An annual meeting of the Board of Directors shall be held in October upon 10 days written notice to each Director and the Secretary of each Sponsoring Entity. If the Board of Directors does not designate the place of meeting, the meeting shall be held at the registered office of the Corporation. The notice shall be delivered in the manner as provided for a regular meeting.

(e) Meetings, both regular and special, shall be held within Aransas County, unless otherwise agreed by all Directors.

Section 3.3. Special Meetings.

(a) Special Meetings of the Board of Directors shall be held whenever called by the Chairman, or President, or by the Secretary upon written request of at least two Directors, or at the request of a Sponsoring Entity. Special Meetings shall be held in the same place as designated for regular meetings unless an alternative location, within the State of Texas, receives the consent of a majority of the Directors.

(b) The Corporation shall give notice to each Director of each special meeting in the same manner as prescribed in Section 3.2(c).

(c) Any Director may waive notice of any meeting in writing referring to that specific meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called, or convened, or noticed.

(d) Any matter that may be considered and acted upon at a regular meeting of the Board of Directors may be considered and acted upon at a special meeting unless otherwise indicated at the notice of the special meeting.

Section 3.4 **Action Without a Meeting of Directors**. In accordance with the Texas Open Meetings Act the Board shall only deliberate and take action at an open meeting, except as provided in section 3.12.

Section 3.5 **Waiver of Notice**. Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 3.6. **Quorum.** A majority of the number of Directors constituting the Board of Directors shall constitute a quorum for the transaction of business.

Section 3.7. **Manner of Acting**. The act of a majority of the Directors present at a meeting at which a quorum is in attendance at the time of the vote shall constitute the act of the Board of Directors, unless the act of a greater number is required by law, the Articles, or these Bylaws.

Section 3.8. **Conduct of Business.**

(a) At the meetings of the Board of Directors, the business to be transacted shall be considered in such order as from time to time the Board of Directors may determine.

(b) At all meetings of the Board of Directors, the Chairman shall preside; in the absence of the Chairman, the First Vice Chairman shall preside; and in the absence of the Chairman and the First Vice Chairman, the Second Vice Chairman shall preside.

(c) The Secretary shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer, may appoint any person to act as secretary of the meeting.

Section 3.9. **Compensation of Directors.** Directors as such shall not receive any salary or other compensation from the Corporation for their services as Directors, except that they may be reimbursed by the Corporation for their actual and reasonable expenses incurred in the performance of their duties hereunder. Each Sponsoring Entities may compensate its directors within its discretion.

Section 3.10. **Conflict of Interest.** Conflicts of Interest are addressed in Texas Local Government Code Chapter 171.

Section 3.11. **Attendance.** Each Sponsoring Entity shall encourage its Directors to attend the Board meetings and shall be the sole judge of whether to replace a Director. A Sponsoring Entity may appoint an Alternate Director to sit in place of the Director, and have the power to vote, in the absence of the Director. An Alternate Director shall have the right to attend closed sessions of the Board and shall be entitled to notice of meetings in the same manner as a Director.

Section 3.12 **Confidentiality.** At any meeting of the Directors, the Board may conduct a closed meeting as authorized by the Texas Open Meetings Act. Each Director and all employees and agents of the Corporation shall treat as confidential all proceedings held in closed meeting as to all third parties other than the governing body, staff, and counsel of the Sponsoring Entities.

ARTICLE IV
OFFICERS

Section 4.1. Officers.

(a) The officers of the Corporation shall be a Chairman of the Board (the 'Chairman"), Vice Chairman, a Secretary, a Treasurer, and such other officers as may be elected by the Board of Directors in accordance with the provisions of this Article. The Board may appoint a President, pursuant to Article V., who shall also be an officer of the Corporation.

(b) The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries, Vice Chairmen and or Assistant Treasurers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of Chairman or Secretary.

(c) Officers shall serve for a term of one year and may be removed from an elected office upon majority vote of the other Directors, with, or without cause.

(d) In October of each year, officers shall be elected in the manner prescribed by Roberts Rules of Order, or such other parliamentary rules or procedures as may be followed by the Board. No action by the Board of Directors otherwise in conformance with these Bylaws shall be void or voidable on the grounds that the action was not taken in accordance with a parliamentary rule.

Section 4.2. **Vacancies.** A vacancy in any office elected or appointed by the Board of Directors because of death, resignation, disqualification, removal from office, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. A vacancy in any other Appointed office because of death, resignation, disqualification, removal from office, or otherwise may be filled by the entity which made the appointment.

Section 4.3. **Chairman.** The Chairman shall preside at all meetings of the Board of Directors and shall have such other duties as are assigned to the Chairman from time to time by the Board of Directors. If the Board does not appoint a President the Chairman shall have the authority, power and responsibility to implement the policies and the actions of the Board, subject to the direction and review of the Board.

Section 4.6. **Vice Chairman.** The Vice Chairman shall exercise the powers and perform the duties of the Chairman in the Chairman's absence or inability or refusal to act. The Vice Chairman shall perform such other duties as may be assigned by the Chairman or the Board of Directors.

Section 4.7. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose and shall attend to the giving and serving of all notices for or on behalf of the Corporation. The Secretary will perform like

duties for committees when required. In furtherance of the purposes of the Corporation, the Secretary may sign with the President in the name of the Corporation and/or attest the signature of the President on contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall keep in safe custody the seal of the corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall have charge of the Corporation's corporate books and records and such other property of the Corporation as the Board of Directors may direct. The Secretary shall perform all duties incident to the office of Secretary, subject to the control of the Board of Directors, or by the President.

Section 4.8. Treasurer.

(a) If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine. The Treasurer shall be the custodian of all the funds and securities of the Corporation that come into the Corporation's hands. When necessary or proper, the Treasurer or other employee of the Corporation designated by the Board may endorse, on behalf of the Corporation, for collection or payment, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such depository or depositories as have been designated in the manner prescribed by the Board of Directors. The Treasurer may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer or employee of the Corporation as is designated by the Board of Directors.

(b) Whenever required by the Board of Directors, the Treasurer shall render a statement of the Corporation's cash account, and the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept of that purpose full and accurate accounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of Treasurer, subject to the control of the Board ofDirectors or by the President.

Section 4.9. President.

(a) The Board of Directors may appoint a President who shall have the authority, power and responsibility to implement the policies and the actions of the Board, subject to the direction and review of the Board and who shall perform such other duties as the Board of Directors shall prescribe. The President shall be the chief executive officer of the Corporation, and subject to the control of the Board of Directors. The President shall be in general charge of the properties and affairs of the Corporation. Upon approval of such transaction by the Board, the President may sign and execute contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments in the name of the Corporation; provided, however, any disbursal or obligation involving $1,000.00 or more shall require the signature of the President or another

designated employee of the Corporation and the co-signature of the Chairman, or in the absence of the Chairman, the Vice Chairman. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(b) The President shall receive such compensation as the Board of Directors shall determine and may be removed at any time by the Board with or without cause.

(c) The President shall not be a member of the Board, but shall, unless otherwise directed by the Board, attend meetings of the Board of Directors. The President shall also meet with, advise, and provide administrative support to committees of the corporation, as appropriate.

(d) The authority and duties of the President/CEO shall be the following:

A. to carry out all policies established by the Board of Directors and the Corporation through the current Chairman;
B. to prepare an annual budget showing the expected receipts and expenditures of the Corporation to be approved by the Board;
C. to develop and maintain personnel policies and practices for the Corporation as approved by the Board of Directors. Select, employ, supervise, and discharge employees;
D. to supervise the business affairs of the Corporation;
E. to present to the Board of Directors and any entity which appoints Directors to the Corporation, periodic reports reflecting the services, financial activities, and performance metrics of the Corporation and prepare and submit any special report as may be required by the above-mentioned Board or entities;
F. to perform and execute goals and objectives established by the Board of Directors and its partner entities;
G. to execute the Economic Development Plan, Strategic Plan, and specific programs established by the Board of Directors;
H. to attend all meetings of the Board of Directors and any meetings of the Rockport City Council, Town of Fulton Board of Aldermen, Aransas County Commissioners Court, Aransas County Navigation District, Rockport-Fulton Chamber of Commerce, and Aransas County Independent School District as may be required; and
I. to perform any and all other duties that may be necessary in the best interest of the Corporation.
J. to inform the Board of Directors in the event the Chairman or other individual Director is giving perceived direction contrary to the action or policy of the Board of Directors.

ARTICLE V – SALARIES

Section 5.1 The salaries of the President/CEO and any other full or part-time employees of the Corporation shall be set by the Board of Directors annually, subject to the approval of a majority of the Sponsoring Entities, during the budget process.

ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 6.1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority shall be confined to specific instances.

Section 6.2. **Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation as herein provided or in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Chairman of the Corporation.

Section 6.3. **Deposits.** All funds of the Corporation shall be deposited or invested from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 6.4. **Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may refuse to accept any contribution, gift, bequest or devise not deemed by the Board to be in the best interest of the Corporation, that may impose a significant potential liability on the Corporation, or that would threaten the tax-exempt status of the Corporation.

ARTICLE VII
REAL ESTATE TRANSACTIONS

Section 7.1. All sales or conveyances or mortgages of real estate owned or held by the Corporation shall be in writing, signed and acknowledged by the Chairman or Vice Chairman in case of the absence, refusal, or inability of the Chairman to act, and the Secretary shall attest such conveyance under the official seal of the Corporation. No real estate shall be purchased, sold, mortgaged, or otherwise disposed of unless the transaction shall first have been ordered by resolution passed by the Board of Directors and approved by a majority of the Sponsoring Entities. Those same requirements shall apply to leases made upon the property of the Corporation, including loans, pledging of assets, multi-year contracts.

ARTICLE VIII
PROVISIONS REGARDING BYLAWS

Section 8.1. **When Bylaws Take Effect.** These Bylaws shall become effective upon the adoption of these Bylaws by the governing bodies of Aransas County, City of Rockport, the Town of Fulton, and the Aransas County Navigation District.

Section 8.2. Amendments to Bylaws. These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by action of all the Sponsoring Entities and the Directors.

ARTICLE IX
FISCAL PROVISIONS

Section 9.1 **Fiscal Year**. The Corporation's Budget Year shall begin on October 1st each year and end on September 30th the following year.

Section 9.2 **Budget.** The Corporation's proposed budget for the upcoming fiscal year shall be summited to the Board of Directors and to the Governing Body of each Sponsoring Entity for approval. The Corporation shall coordinate with the Sponsoring Entities the timing of each Sponsoring Entity's Governing Body's deliberation and action on the proposed budget so that the budget can be approved by a majority of the Sponsoring Entities and by the Board of Directors before the expiration of the current budget year.

ARTICLE X
INDEMNIFICATION

Section 10.1. To the extent authorized by law each person who serves as Director or officer of the Corporation shall be indemnified by the Corporation against liabilities imposed upon him or her and expenses reasonably incurred by him or her in connection with any claim made against him or her on any action, suit, or proceeding to which he or she may be a party by reason of his or her being, or having been, such Director or officer, including such sums as independent counsel selected by the Board of Directors shall deem reasonable payment made in further including payments in settlement to avoid expenses of litigation; provided, however, that no director or officer shall be indemnified with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for willful negligence or misconduct in the performance of duty or with respect to any matters which performance of duty or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board of Directors shall not deem reasonable payment for avoiding expenses of litigation, or litigation, or with respect to matters for which such indemnification shall be in addition to any other rights to which Directors or officers may be entitled. The Board of Directors may, at the expense of the Corporation, obtain directors' and officers' liability insurance policies.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 **Principal Office.** The principal office of the Corporation shall be located in the County of Aransas.

Section 11.2 **Fiscal Year.** The fiscal year of the Corporation shall begin October 1 and end on September 30 in each year.

Section 11.3 Seal. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and "Texas Non-profit Organization." The use of the seal shall not be essential to the validity of any document executed by the Corporation.

ARTICLE XII
ADOPTION OF BYLAWS

The foregoing Bylaws of this Corporation are hereby adopted by the undersigned, being all the Sponsoring Entities of such Corporation named in the Articles of Incorporation.

PASSED and **APPROVED** by **ARANSAS COUNTY COMMISSIONERS COURT** on the 9 day of DECEMBER 2019.

ATTEST:

Valerie K. Amason, County Clerk

ARANSAS COUNTY:

C.H. "Burt" Mills, Jr., County Judge

PASSED and **APPROVED** by **ROCKPORT CITY COUNCIL** on the 12th day of Nov. 2019.

ATTEST:

Teresa Valdez, City Secretary

CITY OF ROCKPORT:

Patrick R. Rios, Mayor

PASSED and **APPROVED** by **TOWN OF FULTON COUNCIL** on the 21st day of October 2019.

ATTEST:

~~Jan Hill, City Secretary~~
Robert Loflin, Alderman Place 1

TOWN OF FULTON:

Jimmy Kendrick, Mayor

PASSED and **APPROVED** by the **NAVIGATION AND CANAL COMMISSION OF THE ARANSAS COUNTY NAVIGATION DISTRICT** on the 6th day of August 2019.

ATTEST:

Tommy Moore, Secretary

ARANSAS COUNTY NAVIGATION DISTRICT

Malcolm Dieckow, Chairman

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

AGENDA ITEM: 14

Deliberate and act to approve a modified organizational chart and position changes for the Public Works and Building and Development Departments.

SUBMITTED BY: Interim City Manager Richard Morton

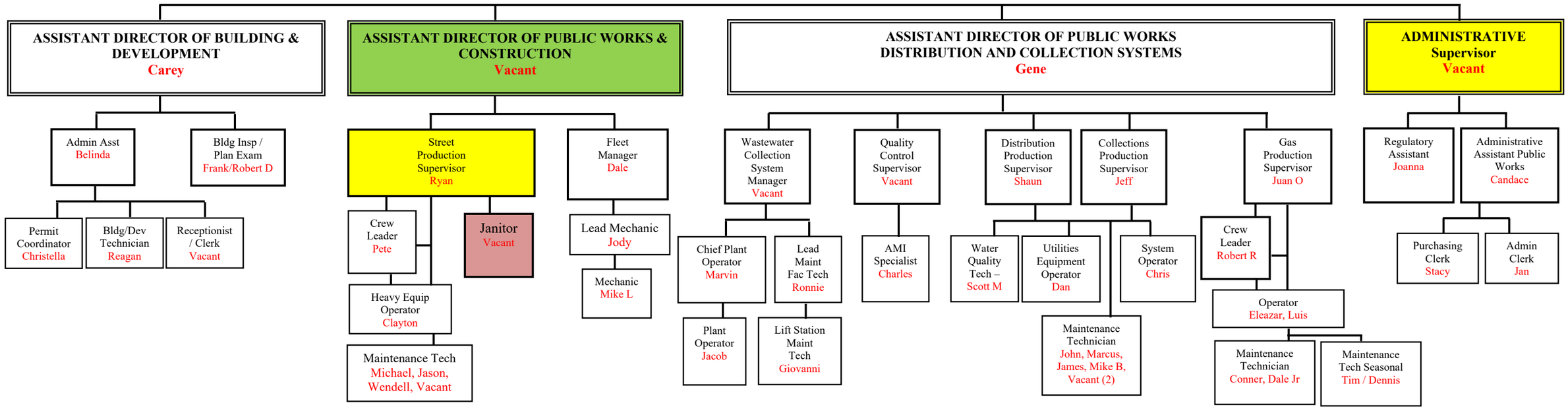
APPROVED FOR AGENDA: RNM

BACKGROUND: While preparing the budget for fiscal year 2022- 2023 and with the recent retirement of an Administrative Manager and Administrative Assistant, the City Manager, Public Works Director, HR Manager, and Finance Director reviewed the daily operations, position assignments and titles within the Public Works and Building and Development Departments. The attached org. chart reflects the recommended changes. The Assistant Director of Public Works & Construction, the Administrative Supervisor (downgraded position) and the Janitor (funded through existing funds) positions are new. Although these are new positions, no additional FTE's are required to make these changes. This new structure will allow for Public Works staff to take on some of the responsibilities in their area that were being completed in the City Manager's office.

FISCAL ANALYSIS: Changes to be made at an annual estimated cost of $6,000 in the utility fund.

RECOMMENDATION: Staff recommends Council approve the organizational chart and position changes as presented.

DIRECTOR OF PUBLIC WORKS AND BUILDING SERVICES - Mike



BUILDING DEVELOPMENT
7 EMPLOYEES
1 ASSISTANT DIRECTOR
2 INSPECTOR/PLN EXAM
1 ADMINISTRATIVE ASST
1 PERMIT COORDINATOR
1 BLDG/DEV TECHNICIAN
1 RECEPTIONIST / CLERK

STREET DEPT
7 EMPLOYEES
1 PRODUCTION SUPERVISOR
1 CREW LEADER
1 EQUIPMENT OPERATORS
4 MAINTENANCE WORKERS

FLEET DEPT.
3 EMPLOYEES
1 FLEET MANAGER
1 LEAD MECHANIC
1 MECHANIC

BLDG MAINTENANCE
1 EMPLOYEE
1 JANITOR

UTILITIES DEPT.
21 EMPLOYEES
1 DIRECTOR OF PUBLIC WORKS
1 QUALITY CONTROL SUPERVISOR
1 AMI SPECIALIST
1 WASTEWATER COLL SYST MGR
1 CHIEF PLANT OPERATOR
1 LEAD MAINT FAC TECH
1 PLANT OPERATOR.
1 LIFT STATION MAINT TECH I
2 ASSISTANT DIRECTORS
2 PRODUCTION SUPERVISORS
1WATER QUALITY TECHNICIAN
1 UTILITIES EQUIP OPERATORS
1 SYSTEM OPERATOR
6 MAINTENANCE TECHNICIANS

NATURAL GAS DEPT
8 EMPLOYEES
1 PRODUCTION SUPERVISOR
1 CREW LEADER
2 SYSTEM OPERATOR
2 MAINT TECHNICIAN
2 MAINT TECH SEASONAL

OFFICE
5 EMPLOYEES
1 ADMIN SUPERVISOR
1 ADMIN. ASSISTANT
1 REGULATORY ASST
2 CLERKS

PUBLIC WORKS AND BUILDING SERVICES
TOTAL 52 EMPLOYEES