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## CITY COUNCIL AGENDA

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Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, December 13, 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. The live stream link to view the meeting is: <https://www.youtube.com/@rockporttxgov>.

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**

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1. Call meeting to order.
2. Pledge of Allegiance.
3. Presentation: Chief's Direct Commendation Award in Police Department – Isaac Leal.
4. Presentation: Promotion in Police Department – Amous Meissner.
5. Citizens to be heard.

At this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the speaker's card located on the table in the back of the Training Room of the Service Center and delivered to the City Secretary before the meeting begins, or written comments received by 4:00 p.m. on the day of the meeting, on any **Agenda** item or any subject matter, 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**

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

6. Deliberate and act on approval of City Council and Charter Review Commission Joint Meeting Minutes of November 8, 2022, and City Council Regular Meeting Minutes of November 8, 2022.
7. Deliberate and act on 4<sup>th</sup> quarter report from the Mission-Aransas National Estuarine Research Reserve & The University of Texas Marine Science Institute for Fiscal Year 2021-2022 Bay Education expenditures.

8. Deliberate and act on report from Rockport-Fulton Chamber of Commerce for marketing expenditures made for 2022 Seafair.
9. Deliberate and act on Resolution declaring certain City of Rockport Police Department firearms surplus out-of-service property and authorizing the disposition and transfer of said property to the Town of Fulton Police Department to further a public purpose; and establishing an effective date.
10. Deliberate and act on awarding a contract to J.M. Davidson, Inc. to replace a failed bulkhead on Nassau Drive that was damaged by Hurricane Harvey.
11. Deliberate and act on awarding contract to JE Construction Services LLC for pavement repairs along Traylor Street.
12. Deliberate and act on approval of document titled “Action Approving Contract with Linebarger Goggan Blair & Sampson, LLP.”
13. Deliberate and act on approval of Contract with Linebarger Goggan Blair & Sampson, LLP, for the Collection of Delinquent Special Assessment Accounts.
14. Deliberate and act on adoption of a Resolution authorizing the City Manager to enter into a contract for the collection of delinquent special assessments between the City of Rockport and Linebarger Goggan Blair & Sampson, LLP; repealing all conflicting resolutions and providing for an effective date.
15. Deliberate and act on approval of an Interlocal Cooperation Agreement between Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and the Aransas County Independent School District for Juvenile Case Management Services.
16. Deliberate and act on approval of an Interlocal Cooperation Agreement between Aransas County, Texas, and the City of Rockport, Texas for the Rockport Center for the Arts public parking facility.
17. Deliberate and act on a Resolution authorizing the Chief of Police to execute an agreement with Flock Safety, Inc. for six (6) fixed pole-mounted Automatic License Plate cameras in and around the City.

### **Public Hearings**

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18. Conduct a Public Hearing to consider a request for a Conditional Use Permit to allow fifteen (15) RV Sites along with related structures incidental to the RV Park use, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District) The original request was to allow the use of a campground with 83 sites for RVs, 20 sites for tents and a public bathhouse and laundry room.

19. Conduct a Public Hearing to consider a request from Manuel Angel Estrada for permanent closure/abandonment/vacation of a 20' wide alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas.
20. Conduct a Public Hearing to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas.
21. Conduct a Public Hearing to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas.

### **Regular Agenda**

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22. Deliberate and act on the first reading of an Ordinance authorizing the closing, vacating and abandonment of a 20-foot alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 20-foot wide alleyway to be closed, vacated and abandoned; and providing for an effective date.
23. Deliberate and act on first reading of an Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 40-foot wide platted, unimproved right-of-way to be closed, vacated and abandoned; and providing for an effective date.
24. Deliberate and act on first reading of an Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 40-foot wide platted, unimproved right-of-way to be closed, vacated and abandoned; and providing for an effective date.
25. Deliberate and act on first reading of an Ordinance granting a Conditional Use Permit for fifteen (15) RV sites along with related structures incidental to the RV Park use on the property located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

26. Deliberate and act on first reading of an Ordinance revising and amending Chapter 98 of the Code of Ordinances, City of Rockport, Article I “In General” Section 98-2 “Definitions” and Article VI “Golf Carts, Neighborhood Electric Vehicles”; repealing all ordinances to the extent they are in conflict; providing for severability; and providing an effective date.
27. Hear and deliberate on a presentation from our gas consultant (Simon Pena), on the status of the City of Rockport Gas Utility System and the potential sale of the gas utility.
28. Deliberate and act on reallocation of budget line items in order to fund the relocation of drainage boxes on Orleans Street to Magnolia Park in association with the GLO Drainage project.
29. Deliberate and act on Amendment No. 1 to the Standard Professional Services Agreement with Broaddus & Associates regarding the project oversight of the new city hall facility.
30. Deliberate and act on an Amendment to the Standard Professional Services Agreement with PGAL regarding the architect and engineering of the new city hall facility.
31. Deliberate and act on a quote/invoice with Alliance for Community Solutions regarding the security, audio/visual, and networking systems of the new city hall facility.
32. Deliberate and act on prioritization of projects to be considered for the Coastal Bend Council of Government’s Community Development Block Grant- Mitigation with Method of Distribution projects.
33. Deliberate and act on authorization to explore options of purchasing a small utility vehicle/golf cart for event transportation and Council event transportation, and authorize sale of existing “float”.
34. Budget report from City Manager.
35. 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; 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**

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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:

36. Section 551.072 Deliberation Regarding Real Property - To deliberate the purchase, exchange, lease, or value of real property: A) 20-foot wide alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas; B) 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas; and C) 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas.
37. 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., 2) Concho Street Drainage Project, and 3) Bharatkumar Patel and Kokilakumari Patel vs. City of Rockport.
38. Section 551.074 Personnel Matters - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: A) City Secretary Evaluation; B) Municipal Court Judge Evaluation; C) Municipal Court Administrator Evaluation; and D) City Attorney.

### **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.

### **39. 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](mailto: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 Thursday, December 9, 2022, at 12:45 p.m. and on the City's website at [www.cityofrockport.com](http://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: December 13, 2022**

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**AGENDA ITEM: 3**

Presentation: Chief's Direct Commendation Award in Police Department- Isaac Leal.

**SUBMITTED BY:** Police Chief Greg Stevens

**APPROVED FOR AGENDA:** TV

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**BACKGROUND:** In 2020, Chief Stevens created the Chief's Direct Commendation award and codified it in Rockport Police Department (RPD) Policy 4.5.4 Awards, Certifications & Qualifications, Section V(A)(5), which reads as follows:

CHIEFS DIRECT COMMENDATION – awarded to officers by the Chief of Police for specific actions well beyond the normal course of duty and typically under extraordinary circumstances, including when an officer's timely observation, diligence, perseverance, judgement, or demonstrated leadership results in the protection of life or property, the prevention of a major crime, the apprehension of a dangerous criminal, the solving a major crime, or the performance of an act clearly exceeding what is normally required or expected.

The award was meant to be bestowed only on rare occasions for exceptional performance. It exceeds a typical Letter of Commendation but does not require heroic actions such as that of police Medal of Valor. It is given only at the discretion of the Chief of Police and includes a uniform ribbon bar.

This award has not been given out since its inception. Detective Isaac Leal will be the first RPD officer receive the Chief's Direct Commendation from Chief Stevens for his work on an investigation involving firearms and illicit drugs. A copy of the award citation is included in the backup documents along with RPD Policy 4.5.4.

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**FISCAL ANALYSIS:** None.

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**RECOMMENDATION:** Not an action item.



# CHIEF'S DIRECT COMMENDATION

## Presented to Detective Isaac Leal

During July and August of 2022, numerous vehicle burglaries occurred throughout Rockport in which more than a dozen firearms were stolen from inside vehicles. Many of these burglary reports were accompanied with home surveillance video that depicted the same suspect. Using social media and other publication methods, Detective Leal was able to identify the suspect as Joseph Clinton Edwards. Detective Leal obtained an arrest warrant, and working with RPD patrol officers and other investigators, was able to locate Edwards and take him into custody. Edwards was charged with 19 counts of vehicle burglary, six counts of Theft of a Firearm, and one count of Firearms Smuggling.

Through further investigation, Detective Leal learned that Edwards was trading the stolen firearms for drugs to an individual in Corpus Christi known only as "Itchy." Detective Leal reached out to agents with the Corpus Christi Drug Enforcement Administration field office who assisted him in identifying "Itchy" as Thomas Simmons. Unexpectedly, Simmons was an individual the DEA had for some time been investigating with little success for distributing assorted drugs, including the deadly drug fentanyl. Combining information from his own investigation along with information obtained from DEA Task Force officers, Detective Leal secured search warrants for several locations in Corpus Christi related to Simmons' drug operations. All personnel from the RPD Criminal Investigations Division accompanied Corpus Christi DEA Task Force officers and Texas Department of Public Safety criminal investigators to serve the search warrants on October 4, 2022 in Corpus Christi.

Immediately prior to the search warrants being served, Simmons was strategically stopped by a Texas DPS trooper and found to be in possession of a firearm stolen during one of the Rockport vehicle burglaries. While executing the search warrants, a large amount of illegal narcotics, including methamphetamine, heroin, and cocaine was found. Numerous stolen firearms, five more of which were stolen during the Rockport vehicle burglaries, were recovered along with \$105,870 in US currency. Additionally, several pressed pills found during the searches later tested positive for fentanyl and are believed to possibly be linked to several fatal fentanyl overdoses throughout the Corpus Christi area, including one which occurred in Rockport in August 2022.

While several other RPD investigators and patrol officers contributed to this successful investigation, Detective Leal's diligence, perseverance, field leadership, and innate investigative prowess went well beyond the normal course of duty and led to the apprehension of two dangerous criminals as well as the potential prevention of violent, armed crimes. Detective Leal's work on this case clearly exceeded what is normally required or expected, and his actions brought great credit upon himself and the Rockport Police Department and were in keeping with the highest traditions and law enforcement profession.

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Chief of Police

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|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
|  | <b>ROCKPORT POLICE DEPARTMENT</b>                                                                                                                                                              |                      |
|                                                                                   | <b>Policy 4.5.4 Awards, Certifications &amp; Qualifications</b>                                                                                                                                |                      |
|                                                                                   | <b>Effective Date:</b> 8/27/2020                                                                                                                                                               | <b>Replaces:</b> New |
|                                                                                   | <b>Approved:</b> _____<br><div style="text-align: center;"> <br/> Gregory W. Stevens, Chief of Police </div> |                      |
|                                                                                   | <b>Reference:</b> 1.12 and 2.13                                                                                                                                                                |                      |

## I. POLICY

Ribbon bars will only be worn on authorized RPD uniforms by sworn RPD officers and as directed in RPD Policy 4.5.3 and in accordance with this policy. RPD officers will only wear ribbon bars they are duly awarded, certified, or qualified for.

## II. PURPOSE

To establish how ribbon bars associated with Awards, Certifications, and Qualifications are earned and worn by officers.

**III. RIBBON BARS** denote Awards, Certifications, and Qualifications and are prescribed for wear in Policy 4.5.3. Types of Awards, Certifications, and Qualifications, and the authorization for their wear, are authorized only by the Chief. Any RPD employee may recommend any officer for an Award in writing to the Chief. Qualifications and Certifications are earned based on the criteria in this policy.

**IV. MANNER OF WEAR.** Ribbon bars will be centered horizontally 1/2" above the nameplate on the Class A Uniform shirt in order of precedence as listed in this policy unless prescribed otherwise in RPD policy.

Awards are higher in precedence than Certifications and Qualifications. Multiple ribbon bars will be grouped in rows of two with the ribbon bar higher in precedence being worn on the wearer's right-hand side. In addition, higher ordered groupings will be worn above lower ordered groupings, and odd numbered groupings will be worn with the single ribbon bar highest in precedence centered above the others.

To ensure proper spacing and alignment, multiple ribbon bars shall be worn with a ribbon bar backing plate provided by the Chief's Administrative Coordinator. The backing plate will be one solid piece and be commensurate with the number of ribbon bars being worn.

## V. DESIGNATIONS

A. **AWARDS** are conferred for extraordinary performance. RPD Awards in precedence order are:

1. **POLICE CROSS** – a medal awarded posthumously to an officer's nearest living relative when the officer dies in the line of duty under honorable conditions.
2. **MEDAL OF VALOR** – awarded to officers who voluntarily distinguish themselves conspicuously by courage and extraordinary heroism. The act must exceed normal demands with officers fully aware of the imminent threat to their personal safety, yet still act above and beyond the call of duty, risking their own lives. A display medal will also be awarded.
3. **STAR OF TEXAS** – awarded by the Governor of the State of Texas.
4. **LAW ENFORCEMENT PURPLE HEART** – awarded to officers who are injured as a result of a felonious assault while in the line of duty under honorable circumstances to such an extent to require professional medical attention. A display medal will also be awarded.
5. **CHIEFS DIRECT COMMENDATION** – awarded to officers by the Chief of Police for specific actions well beyond the normal course of duty and typically under extraordinary circumstances, including when an officer's timely observation, diligence, perseverance, judgement, or demonstrated leadership results in the protection of life or property, the prevention of a major crime, the apprehension of a dangerous criminal, the solving a major crime, or the performance of an act clearly exceeding what is normally required or expected.
6. **LIFE SAVING** – awarded to officers whose prompt actions prevent a person's immediate death. An officer's actions need not necessarily be extraordinary or more so than what actions most any officer would have taken but must have been such that death of another would likely have occurred had the officer not acted hastily and decisively.
7. **OFFICER OF THE YEAR** – awarded to an officer for their exemplary work performance from the prior calendar year. The Officer of the Year will represent the RPD at public events denoted by the Chief in which an RPD Officer of the Year or its equivalent are to be recognized until the next Officer of the Year is awarded.
8. **VOLUNTEER SERVICE** – awarded to officers who positively affect the community by volunteering a significant, extended amount of off-duty time towards a cause or organization that is charitable or philanthropic.

9. **HURRICANE HARVEY** – awarded to those officers serving with the Rockport Police Department on August 25, 2017 when the eye of Hurricane Harvey, a Category 4 hurricane, made landfall in Rockport.

B. **CERTIFICATION** standards are set by the Texas Commission on Law Enforcement (TCOLE) unless otherwise noted. RPD Certifications in order of precedence are:

1. **FEDERAL BUREAU OF INVESTIGATIONS NATIONAL ACADEMY (FBINA)** – certified graduates of the FBINA.
2. **LAW ENFORCEMENT MANAGEMENT INSTITUTE OF TEXAS LEADERSHIP COMMAND COLLEGE (LEMIT-LCC)** – certified graduates of the LEMIT-LCC program.
3. **INSTITUTE FOR LAW ENFORCEMENT ADMINISTRATION (ILEA)** – certified graduates of any of several supervision, command, or management courses of ILEA.
4. **TEXAS POLICE CHIEFS ASSOCIATION (TPCA) BEST PRACTICES RECOGNITION PROGRAM** – officers who were employed with the RPD during 2010 when the department became a TPCA Best Practices Recognized Agency.
5. **MASTER PEACE OFFICER LICENSE** – officers attaining a TCOLE Master Peace Officer License.
6. **SPECIAL WEAPONS AND TACTICS (SWAT)** – officers who have attended a TCOLE recognized basic SWAT school.
7. **NEGOTIATOR** – officers who have attended substantial TCOLE recognized training in Hostage and Crisis Negotiation.
8. **MAJOR CRASH INVESTIGATORS** – officers attaining certification as an advance traffic crash investigator.
9. **MENTAL HEALTH OFFICER (MHO)** – officers attaining a TCOLE Mental Health Peace Officer certification.
10. **MASTER DIVER** – officers certified as a Master Diver through either the Professional Association of Driving Instructors (PADI) or equivalent. Must also be a certified Public Safety Diver.
11. **PUBLIC SAFETY DIVER** – officers certified as a Public Safety Diver (PSD) through the International Association of Nitrox and Technical Divers.

**12. FIREARMS INSTRUCTOR** – TCOLE certified Firearms Instructors.

**13. INSTRUCTOR** – Officers receiving their TCOLE Instructor Certificate. (This ribbon bar is worn with the green side to the wearer's right.)

**14. FIELD TRAINING OFFICER (FTO)** – TCOLE certified active or past FTOs.

**15. BIKE PATROL** – officers who have attended TCOLE recognized law enforcement bicycle patrol training.

**C. QUALIFICATIONS** are earned by the criteria set below. RPD Qualifications in the order of precedence are:

**1. MARINE PATROL** – qualified as Marine Boat Patrol officers in accordance with RPD Marine Patrol SOPs.

**2. HONOR GUARD** – qualified active or past members of the RPD Honor Guard detail.

**3. SAFE DRIVER** – an award given every 5 years after which an officer has no preventable motor vehicle collisions. Each subsequent award replaces the previous and has a numerical value on the ribbon bar (i.e. 5, 10, 15, 20, etc.) indicating the number of safe driving years. If an officer with this award is involved in a preventable motor vehicle traffic collision, this award may be retracted by the Chief, and the officer's safe driving time restarts.

**4. EXPERT MARKSMANSHIP** – officers who earn a Marksmanship qualification for five consecutive semi-annual qualifications; officers who earn this will permanently replace their Marksmanship ribbon bar with this one. Expert Marksmanship qualification cannot be lost except by recommendation of the RPD Firearms Training Coordinator with approval of the Chief.

**5. MARKSMANSHIP** – officers who score at least 95% on the RPD handgun qualification course for two consecutive semi-annual qualifications; officers who score less than 95% on two consecutive qualifications will lose this qualification.

## AWARDS

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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|    | <p><b>MEDAL OF VALOR</b> – awarded to officers who voluntarily distinguish themselves conspicuously by courage and extraordinary heroism. The act must exceed normal demands with officers fully aware of the imminent threat to their personal safety, yet still act above and beyond the call of duty, risking their own lives. A display medal will also be awarded.</p>                                                                                                                                                                                   |
|    | <p><b>LAW ENFORCEMENT PURPLE HEART</b> – awarded to officers who are injured as a result of a felonious assault while in the line of duty under honorable circumstances to such an extent to require professional medical attention. A display medal will also be awarded.</p>                                                                                                                                                                                                                                                                                |
|    | <p><b>CHIEF'S DIRECT COMMENDATION</b> – awarded to officers by the Chief of Police for specific actions well beyond the normal course of duty and typically under extraordinary circumstances, including when an officer's timely observation, diligence, perseverance, judgement or demonstrated leadership results in the protection of life or property, the prevention of a major crime, the apprehension of a dangerous criminal, the solving of a major crime or the performance of an act clearly exceeding what is normally required or expected.</p> |
|  | <p><b>LIFE SAVING</b> – awarded to officers whose prompt actions prevent a person's immediate death. An officer's actions need not necessarily be extraordinary or more so than what actions most any officer would have taken but must have been such that death of another would likely have occurred had the officer not acted hastily and decisively.</p>                                                                                                                                                                                                 |
|  | <p><b>OFFICER OF THE YEAR</b> – awarded to an officer for their exemplary work performance from the prior calendar year. The Officer of the Year will represent the RPD at public events denoted by the Chief in which an RPD Officer of the Year or its equivalent are to be recognized until the next Officer of the Year is awarded.</p>                                                                                                                                                                                                                   |
|  | <p><b>HURRICANE HARVEY</b> – awarded to those officers serving with the Rockport Police Department on August 25, 2017 when the eye of Hurricane Harvey, a Category 4 hurricane made landfall in Rockport.</p>                                                                                                                                                                                                                                                                                                                                                 |
|  | <p><b>VOLUNTEER SERVICE</b> – awarded to officers who positively affect the community by volunteering a significant, extended amount of off-duty time towards a cause or organization that is charitable or philanthropic.</p>                                                                                                                                                                                                                                                                                                                                |

## CERTIFICATIONS

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|    | <b>FEDERAL BUREAU OF INVESTIGATIONS NATIONAL ACADEMY (FBINA)</b> – certified graduates of the FBINA.                                                                                                  |
|    | <b>LAW ENFORCEMENT MANAGEMENT INSTITUTE OF TEXAS LEADERSHIP COMMAND COLLEGE (LEMIT-LCC)</b> – certified graduates of the LEMIT-LCC program.                                                           |
|                                                                                     | <b>TEXAS POLICE CHIEFS ASSOCIATION (TPCA) BEST PRACTICES RECOGNITION PROGRAM</b> – officers who employed with the RPD during 2010 when the department became a TPCA Best Practices Recognized Agency. |
|                                                                                     | <b>INSTITUTE FOR LAW ENFORCEMENT ADMINISTRATION (ILEA)</b> – certified graduates of any of several supervision, command, or management courses of ILEA.                                               |
|    | <b>MASTER PEACE OFFICER LICENSE</b> – officers attaining a TCOLE Master Peace Officer License.                                                                                                        |
|   | <b>SPECIAL WEAPONS AND TACTICS (SWAT)</b> – officers who have attended a TCOLE recognized basic SWAT school.                                                                                          |
|  | <b>NEGOTIATOR</b> – officers who have attended substantial TCOLE recognized training in Hostage and Crisis Negotiation.                                                                               |
|  | <b>MAJOR CRASH INVESTIGATORS</b> – officers attaining certification as an advance traffic crash investigator.                                                                                         |
|  | <b>MENTAL HEALTH OFFICER (MHO)</b> – officers attaining a TCOLE Mental Health Peace Officer certification.                                                                                            |
|  | <b>MASTER DIVER</b> – officers certified as a Master Diver through either the Professional Association of Driving Instructors (PADI) or equivalent. Must also be a certified Public Safety Diver.     |
|  | <b>PUBLIC SAFETY DIVER</b> – officers certified as a Public Safety Diver (PSD) through the International Association of Nitrox and Technical Divers.                                                  |
|  | <b>FIREARMS INSTRUCTOR</b> – TCOLE certified Firearms Instructors.                                                                                                                                    |

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|  | <b>INSTRUCTOR</b> – Officers receiving their TCOLE Instructor Certificate. (This ribbon bar is worn with the green side to the wearer's right.) |
|  | <b>FIELD TRAINING OFFICER (FTO)</b> – TCOLE certified active or past FTOs as determined by the LPD FTO Commander and approved by the Chief.     |
|  | <b>BIKE PATROL</b> – officers who have attended TCOLE recognized law enforcement bicycle patrol training.                                       |

## QUALIFICATIONS

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>MARINE PATROL</b> – qualified as Marine Boat Patrol officers in accordance with RPD Marine Patrol SOPs.                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>HONOR GUARD</b> – qualified active or past members of the RPD Honor Guard detail.                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | <b>SAFE DRIVER</b> – an award given every 5 years after which an officer has no preventable motor vehicle collisions. Each subsequent award replaces the previous and has a numerical value on the ribbon bar (i.e. 5, 10, 15, 20, etc.) indicating the number of safe driving years. If an officer with this award is involved in a preventable motor vehicle traffic collision, this award may be retracted with approval of the Support Services Bureau Chief, and the officer's safe driving time restarts. |
|  | <b>EXPERT MARKSMANSHIP</b> – officers who earn a Marksmanship qualification for five consecutive semi-annual qualifications; officers who earn this will permanently replace their Marksmanship ribbon bar with this one. Expert Marksmanship qualification cannot be lost except by recommendation of the RPD Firearms Training Coordinator with approval of the Chief.                                                                                                                                        |
|  | <b>MARKSMANSHIP</b> – officers who score at least 95% on the RPD handgun qualification course for two consecutive semi-annual qualifications; officers who score less than 95% on two consecutive qualifications will lose this qualification.                                                                                                                                                                                                                                                                  |

**CITY COUNCIL AGENDA**  
**Regular Meeting: January 10, 2023**

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**AGENDA ITEM: 4**

Presentation: Promotion in Police Department – Amous Meissner.

**SUBMITTED BY:** Police Chief Greg Stevens

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** Rockport Police Department (RPD) Patrol Officer Amous Meissner is being promoted to Lieutenant.

This officer was selected for promotion based on an assessment of performance; relevant training, education and experience; department needs; officer interests and predicted success; and managerial prerogative.

The rank of Lieutenant is the first line of supervision in the RPD. Lieutenant Meissner will be assigned as a Night Watch Patrol Supervisor tasked with supervising uniformed patrol services during overnight hours on weekends throughout the City.

The Police Chief will ceremoniously present this newly promoted officer with new credentials and publicly recognize the promotion in the presence of family and friends and the Rockport City Council as well as any members of the public in attendance.

See attached biographically information on following pages.

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**FISCAL ANALYSIS:** None.

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**RECOMMENDATION:** Not an action item.

## Amous Meissner – Promoting to Lieutenant, Patrol

Officer Amous Meissner began his law enforcement career nearly eight years ago with the Rockport Police Department. Prior to graduating from the Del Mar Regional Police Academy in 2015, Officer Meissner earned an Associate Degree in Criminal Justice, and he holds an Intermediate Peace Officer License from the Texas Commission on Law Enforcement.

During his time with the RPD, Officer Meissner has become certified as a Marine Safety Officer, and advanced Motor Vehicle Crash Investigator, a Field Training Officer, and a Sexual Assault/Family Violence Special Investigator. Officer Meissner and his family have lived in Rockport since he joined the RPD. His spouse is an instructor at the Del Mar Regional Police Academy, and their three children attend school in the Aransas County Independent School District. In his off-duty time, Officer Meissner enjoys spending time with family and friends, traveling, and fishing.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 6**

Deliberate and act on approval of City Council and Charter Review Commission Joint Meeting Minutes of November 8, 2022, and City Council Regular Meeting Minutes of November 8, 2022.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** TV

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**BACKGROUND:** Please see the accompanying City Council and Charter Review Commission joint meeting minutes and City Council regular meeting minutes.

The Charter Review Commission approved the Joint Meeting Minutes at their November 16, 2022, Charter Review Commission meeting.

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**FISCAL ANALYSIS:** N/A

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

**CITY OF ROCKPORT**

**MINUTES**

**CITY COUNCIL & CHARTER REVIEW COMMISSION**

**JOINT MEETING**

**5:30 p.m., Tuesday, November 8, 2022**

**Rockport Service Center, 2751 State Highway 35 Bypass**

On the 8<sup>th</sup> day of November 2022, the City Council & the Charter Review Commission of the City of Rockport, Aransas County, Texas, convened in Joint Session at 5:30 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. Members of the public were able to view the meeting via live stream.

**CITY COUNCIL MEMBERS PRESENT**

Mayor Tim Jayroe  
 Council Member Katy Jackson, Ward 1  
 Council Member Danielle Hale, Ward 2  
 Council Member Brad Brundrett, Ward 3

**CITY COUNCIL MEMBER(S) ABSENT**

Mayor Pro-Tem Andrea Hattman, Ward 4

**CHARTER REVIEW COMMISSION MEMBERS PRESENT**

George “Doug” Webb  
 Diedra Amaya  
 J. Mark Wagnon  
 Donna Townsend  
 Thomas J. Blazek, Chair

**STAFF MEMBERS PRESENT**

City Manager Vanessa Shrauner  
 Assistant to City Manager Kimberly Henry  
 City Secretary Teresa Valdez  
 Legal Counsel Art Rodriguez, Jr., Messer Fort & McDonald, PLLC  
 Director of Finance Katie Griffin  
 Information Technology Director Bob Argetsinger  
 Public Works and Building & Development Services Director Mike Donoho

**ELECTED OFFICIALS PRESENT**

**Opening Agenda**

**1. Call to Order.**

The Joint Meeting of the Rockport City Council & the Charter Review Commission was called to order by Mayor Tim Jayroe at 5:30 p.m. on Tuesday, November 8, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

## **2. Roll call/Determine Quorum – City Council & Charter Review Commission.**

Mayor Jayroe called roll of the City Council. A quorum of Council Members was present.

Chair Blazek called roll of the Charter Review Commission. A quorum of Commission Members was present.

## **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 **Agenda** item or any subject matter, 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.

Jeff Hutt, 2201 Prairie Road, addressed the Council & Commission and commented: He noticed there was no avenue by which citizens could submit recommendations. Suggest if a change is recommended, it is followed up in a meeting afterward to allow time for input. Write in as much freedom and liberties for the people as possible. Make it where we can have petitions for ordinances and resolutions.

Kristie Rutledge, 1411 Dana Drive, addressed the Council & Commission and commented: Last week the Charter Review Commission made recommendations for Charter revisions and the citizens have no idea what will be reviewed; there is no other Board that does not have an Agenda Packet. Annexation was discussed and you could say no annexation without the consent of voters. Try to get us an Agenda Packet.

## **Regular Agenda**

## **4. Receive comments from City Council.**

Council Member Jackson stated she had two pages of concerns which she has shared with the City Manager and Legal Counsel. Council Member Jackson said the big concern is Article III; two-year terms for a term limit of 10 years and two years are just enough to learn the job. Council Member Jackson said another big concern was Article VI; elections in May are costly and does not give newly elected Council enough time to have been involved in the budget process. Council Member Jackson distributed and reviewed a cost analysis of election cost (below) since 2018 to Council and Commission Members. Council Member Jackson added she was undecided about term limits and she suggested the Mayor not be elected in the same year as the County Judge. Council Member Jackson stated she will comment on the other items she is concerned with as they are being discussed by the Charter Review Commission.

| Elections                                                                                                                                                                                                                                                                                                         |                   |                      |                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|---------------------------|
| <u>Budget Year</u>                                                                                                                                                                                                                                                                                                | <u>Votes Cast</u> | <u>Election Cost</u> | <u>Cost per Cast Vote</u> |
| 2018-2019                                                                                                                                                                                                                                                                                                         | 365               | \$ 8,690             | \$23.80                   |
| 2019-2020                                                                                                                                                                                                                                                                                                         | 5,430             | \$16,530             | \$ 3.05                   |
| 2020-2021                                                                                                                                                                                                                                                                                                         | 592               | \$34,711             | \$58.63                   |
| 2021-2022                                                                                                                                                                                                                                                                                                         | 1,996             | \$27,000**           | \$13.53                   |
| **Projected                                                                                                                                                                                                                                                                                                       |                   |                      |                           |
| 2019 - May Election Ward 3 only                                                                                                                                                                                                                                                                                   |                   |                      |                           |
| 2020 - Nov (due to COVID) Election Mayor only                                                                                                                                                                                                                                                                     |                   |                      |                           |
| 2021 - May - Wards 1 and 3 only                                                                                                                                                                                                                                                                                   |                   |                      |                           |
| 2022 - May Election Mayor only                                                                                                                                                                                                                                                                                    |                   |                      |                           |
| May 2022 election                                                                                                                                                                                                                                                                                                 |                   |                      |                           |
| 7,921 eligible voters - cost per eligible voter was \$2.08                                                                                                                                                                                                                                                        |                   |                      |                           |
| May 2021 Election                                                                                                                                                                                                                                                                                                 |                   |                      |                           |
| 3,164 eligible voters - cost per eligible voter was \$10.97                                                                                                                                                                                                                                                       |                   |                      |                           |
| Narrative -                                                                                                                                                                                                                                                                                                       |                   |                      |                           |
| The City of Rockport, as per its Home Rule Charter, holds elections every year on the May general election date. Wards 1 & 3 on odd years and Wards 2, 4 & Mayor on even years. In recent history, the election for Mayor in 2020 was moved by consensus of the two candidates to November due to COVID concerns. |                   |                      |                           |
| In general, the cost of elections increases as the number of citizens increase.                                                                                                                                                                                                                                   |                   |                      |                           |
| May 2019, Ward 3 and two school district races are on the same cumulative report from the Election Administrator. Overall turnout was 5.80% with 365 votes in Ward 3 at a price of \$23.80 for each vote                                                                                                          |                   |                      |                           |
| November 2020, the Mayor's Race had 5,430 votes cast and only cost \$3.05 for each vote cast                                                                                                                                                                                                                      |                   |                      |                           |
| May 2021, Wards 1 and 3 were contested. Of the 3,164 eligible voters, only 592 votes were cast at \$58.63 per voter.                                                                                                                                                                                              |                   |                      |                           |
| May 2022, the City had a contested race for Mayor. 1,996 votes were cast by 7,921 eligible voters at a cost to the City of \$13.53.                                                                                                                                                                               |                   |                      |                           |

Council Member Hale thanked Commission Members for their willingness to serve; it is a huge commitment. Council Member Hale encouraged the Commission to give citizens every opportunity to participate, and she understands this is on a fast track. Council Member Hale stated large Agenda Packets are not always going to be available. Council Members Hale said she believed the Charter should be reflective of State Statutes as they pertain to annexation; State law precedes the City Charter, and we should follow that. Council Member Hale stated the most input she has had from the community is regarding term length; she is concerned whether people will be willing to run for office if the term is four years. Council Member Hale said she has worked with other communities and when you move an election to November, the costs are less, but the time and costs for candidates does increase and that is something for consideration; it becomes a different type of political issue and municipal government is non-partisan.

Commission Member Webb stated he believes that it should state in the Charter that the City has to provide services to all previously annexed areas before they can annex more.

Council Member Hale stated that will be something that follows State Law and not deviate from that. Council Member Hale added she liked that the City Charter is an easy read and a simple read is best.

Council Member Brundrett thanked the Commission and citizens for the input received thus far. Council Member Brundrett he agrees the Charter should follow State law regarding annexation and suggested the time period of 10 years to allow de-annexation if City services have not been provided. Council Member Brundrett said he agrees with Council Members Jackson and Hale on elections, and he is all for term limits-don't want career politicians in the City. Council Member Brundrett stated he did recognize Council Member Hale's concern about terms because there are not a lot of people beating down the door to run for City Council and he also agrees with Council Member Jackson that with two-years terms, you are just getting your feet wet, and he would agree that a longer term may be appropriate. Council Member Brundrett commented it is expensive to run an election and with a November election the cost would be shared. Council Member Brundrett asked the Commission to take a good look at the Article that deals with the City Manager, City Secretary and City Engineer to make sure we are following the Charter, and make sure Council is doing their job.

Mayor Jayroe thanked the Commission and said the Commission will work through this process and then present a document to Council and put to an election. Mayor Jayroe stated the things he has heard that people are most unhappy about are annexation and the City's authority in the extraterritorial jurisdiction (ETJ). Mayor Jayroe said there is a provision in the Charter where investigations can be conducted by the City Council and then the Council shall provide by ordinance penalties, and he has not been able to find any. Mayor Jayroe stated the section regarding the City Attorney or City Engineer should state it can be a firm. Mayor Jayroe commented he appreciates the work Council Member Jackson did regarding the cost of elections and there needs to be something done about that cost. Mayor Jayroe added he is sure the Charter Review Commission will be able to come up with answers and he appreciates their willingness to serve and he appreciates citizen comments.

Commission Member Amaya stated she was concerned about the ability of citizens to provide input to the Commission Members. Commission Member Amaya said they feel they do not have a path to communicate to the Commission.

Council Member Brundrett asked if the City could provide the Commission Members with a City email address and they could receive input that way or comments to the City Council and everything will funnel through the City Secretary.

Legal Counsel reminded everyone there will be a required public hearing at the end of the process to allow for citizen input.

Commission Member Amaya said she did not want to have to readdress things and she thought City email addresses was a good idea.

Commission Member Wagnon stated emails will not do much good unless there are Agenda Packets. Mr. Wagnon said his worry was that if it is not on the Agenda, the Commission cannot discuss it.

Council Member Brundrett asked if an Agenda Packet could be done and the entire Charter be put in it each time.

City Manager Shrauner suggested all Charter Articles that have not been reviewed be put on the Agenda.

Commission Member Wagnon said that is better than what we have; citizens will have the Charter and proposed changes.

City Manager Shrauner said proposed changes will not be in the Agenda Packet unless the Commission Members send them in advance.

Mayor Jayroe said he agreed the citizens need to know what the Commission is going to talk about.

City Manager Shrauner said staff will try to prepare an Agenda Packet with proposed changes to the Charter.

Kristie Rutledge commented she liked the direction the Commission was going.

City Manager Shrauner explained the Agenda Packet for next week's Commission meeting has been posted and it will be amended.

#### **5. Section by section review of City Charter.**

There was no section-by-section review of City Charter due to lack of time.

#### **6. Discussion and recommendation for future agenda items.**

There was no discussion of future agenda items.

#### **7. Adjournment.**

At 6:23p.m., Council Member Jackson moved to adjourn. Motion was seconded by Council Member Brundrett. Motion carried unanimously.

**APPROVED:**

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Tim Jayroe, Mayor

**APPROVED:**

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Tom Blazek, Chair

**ATTEST:**

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Teresa Valdez, City Secretary

# CITY OF ROCKPORT

## MINUTES

### CITY COUNCIL REGULAR MEETING

**6:30 p.m., Tuesday, November 8, 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 8<sup>th</sup> day of November 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  
Council Member Danielle Hale, Ward 2  
Council Member Katy Jackson, Ward 1  
Council Member Brad Brundrett, Ward 3

#### **CITY COUNCIL MEMBER(S) ABSENT**

Mayor Pro-Tem Andrea Hattman, Ward 4

#### **STAFF MEMBERS PRESENT**

City Manager Vanessa Shrauner  
Assistant to City Manager Kimberly Henry  
City Secretary Teresa Valdez  
City Attorney Allison Bastain-Rodriguez – *Via ZOOM*  
Director of Finance Katie Griffin  
Parks & Leisure Services Maintenance Superintendent George Bennett  
Director of Public Works and Building & Development Services Mike Donoho  
Information Technology Director Bob Argetsinger  
Police Chief Greg Stevens

#### **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 Jayroe at 6:34 p.m. on Tuesday, November 8, 2022, in the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

## 2. Pledge of Allegiance.

Council Member Hale 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 Agenda item or any subject matter, 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.

Kristie Rutledge, 1411 Dana Drive, addressed the Council and commented: Recently came to my attention that citizen input has changed at Council meetings. The policy has been reinterpreted and never come before Council. I feel like my speech and Mr. Hutt's is being limited and you are trying to punish me, but you are punishing others. I want my Council representative to put discussion of this on the next Agenda.

## 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 October 25, 2022.**
5. **Deliberate and act on donating an out-of-service Rockport Police patrol vehicle to the Fulton Police Department by adopting a Resolution declaring certain City property surplus and authorizing the disposition and donation of said property to further a public purpose; and establishing an effective date.**
6. **Deliberate and act on donating an out-of-service Rockport Police patrol vehicle to the Rockport Volunteer Fire Department by adopting a Resolution declaring certain City property surplus and authorizing the disposition and donation of said property to further a public purpose; and establishing an effective date.**
7. **Deliberate and act on report from the Rockport-Fulton Chamber of Commerce for Fiscal Year 2021-2022 marketing expenditures for HummerBird celebration.**
8. **Deliberate and act on 4<sup>th</sup> quarter report from the Rockport Cultural Arts District for Fiscal Year 2021-2022 marketing expenditures.**

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

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

## **Regular Agenda**

9. **Deliberate and act on second and final reading of an Ordinance granting a Conditional Use Permit (CUP) to allow the use of a manufactured home on the property zoned R1 (1<sup>st</sup> Single Family Dwelling District), located at 157 Kluge Trail; also known as McCombs Subdivision, part of Lots 55 & 56, being 3.494 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.**

Public Works and Building & Development Services Director Mike Donoho addressed the Council. Mr. Donoho said there had been no changes in format or content since Council approved the first reading of the Ordinance on October 25, 2022.

**MOTION:** Council Member Brundrett moved to approve the second & final reading of an Ordinance granting a Conditional Use Permit (CUP) to allow the use of a manufactured home on the property zoned R1 (1<sup>st</sup> Single Family Dwelling District), located at 157 Kluge Trail; also known as McCombs Subdivision, part of Lots 55 & 56, being 3.494 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. Council Member Jackson seconded the motion. Motion carried unanimously.

10. **Deliberate and act on first reading of an Ordinance of the City of Rockport amending Code of Ordinances Chapter 102 ‘Utilities’, Article IV. ‘Surcharge Revenue Account’, by amending Section 102-401 ‘Surcharge’ to increase surcharge fee, repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.**

Director of Finance Katie Griffin addressed the Council. Ms. Griffin said at the last Council meeting the utility bill surcharge funds were distributed to the three Aransas County Volunteer fire departments and Council Member Brundrett has asked staff to prepare an agenda item to discuss the current utility bill surcharge rate and the possibility of amending that rate. Ms. Griffin stated the utility bill surcharge began at \$1.00 in 1989 and the last increase was in August 2010 in the amount of \$1.35. Ms. Griffin explained the surcharge was established for the purchase of capital items at a unit cost of more than \$100 with an intended life of two years or more for the fire departments. Ms. Griffin said an increase of \$.05 per connection would equate to approximately \$5,405 annually to be distributed to the local volunteer fire departments, with an annual impact per single household of \$.60.

Council Member Brundrett said if there is a \$.05 increase that would mean Rockport Volunteer Fire Department would get \$3,500 and that buys one set of equipment. Council Member Brundrett expressed the fire departments provide us a very important service and if the City were to establish a full-time fire department an increase in tax rate would have to happen.

Council Member Brundrett added that the City retains a 5% administrative fee, and he thinks the City should not keep that and some good could be had by passing that along to the fire departments.

City Manager Shrauner said she had asked Ms. Griffin to provide the information on a \$.05 increase and it was only a suggestion. Ms. Shrauner stated the proposed Ordinance does not have a specific amount listed and if Council wants additional information this item can be postponed.

Council Member Hale asked if there were wholesale customers participating.

Ms. Griffin answered that a few years ago previous City Manager Carruth had made the decision for voluntary participation. Ms. Griffin said the City has over 11,000 customers and 2 wholesale water customers.

Council Member Hale asked if the City could provide a step increase, essentially where we could send notice to customers, and you could increase by \$5.00 per month knowing it is going into the utility surcharge fund for fire departments.

Ms. Shrauner answered that is possible, but staff would need some time to figure that out.

Council Member Hale added that it needs to be clear to citizens that they still can opt out. Council Member Hale expressed how we fund public safety is a high priority. Council Member Hale stated it needs to be put at a level that makes sense; Rockport is special and unique, and we cannot keep not funding public safety. Council Member Hale added that she did not know what the number was, but she is for incremental increase.

Ms. Shrauner said the City could do \$.05 every six months and cap at \$6.00.

Ms. Griffin said staff will prepare some numbers for doing \$.05 every six months with a cap at \$6.00 and bring that back to Council for consideration.

**MOTION:** Council Member Jackson moved to postpone this Agenda item until the City Manager and Director of Finance can prepare financial information and bring back to Council for discussion and consideration. Council Member Brundrett seconded the motion. Motion carried unanimously.

## **11. Deliberate and act on purchase of a 2023 John Deere 320P Backhoe.**

Public Works and Building & Development Services Director Mike Donoho addressed the Council. Mr. Donoho said this is a routine purchase using money from the vehicle equipment fund, which will replace a 20-year-old unit. Mr. Donoho stated the cost for the Backhoe is \$143,131.38 and will be purchased through a Buy Board quote.

**MOTION:** Council Member Brundrett moved to approve the purchase of 2023 John Deere 320 Backhoe in the amount of \$143,131.38. Council Member Hale seconded the motion. Motion carried unanimous

**12. Deliberate and act on a Resolution authorizing the City Manager to enter into a contract for the collection of delinquent special assessments between the City of Rockport and Linebarger Goggan Blair & Sampson, LLP; repealing all conflicting resolutions and providing for an effective date.**

This Agenda item was not discussed or acted upon.

**13. Report from City Manager:**  
**a. Update on City Projects**  
**b. Budget Reports**

City Manager Shrauner said she did not have a report for Council for this meeting, but she will be providing a report at least at every other meeting. Ms. Shrauner stated if Council has specific questions regarding City Projects or Budget Reports, she would be happy to answer them.

**14. 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 announced there will be a Veteran's Day event at 11:00 a.m. on Friday, November 11, 2022, at Veterans Memorial Park. Council Member Jackson said there will also be a free spaghetti dinner at the Veterans of Foreign Wars facility.

Council Member Hale said she hoped everyone went out and exercised their right to vote today. Council Member Hale stated she attended a Stormwater Advisory Committee Meeting yesterday. Council Member Hale added the City Council and Charter Review Commission had held a joint meeting at 5:30 p.m. this evening and she thanked the citizens serving on that Commission and thanked citizens for input.

Mayor Jayroe said the Stormwater Advisory Committee had discussed at length Little Bay and water quality and after a lot of study done by knowledgeable people, there is still no idea what is causing problems and a definite solution to the problem has not been determined yet.

### **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:

- 15. 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.**
- 16. Section 551.074 Personnel Matters - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: A) City Secretary Evaluation; B) Municipal Court Judge; and C) Municipal Court Administrator.**

At 7:01 p.m., Mayor Jayroe convened the City Council into executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in: 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; and Section 551.074 Personnel Matters - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: A) City Secretary Evaluation; B) Municipal Court Judge; and C) Municipal Court Administrator.

### **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 7:13 p.m., Mayor Jayroe reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code.

No action was taken.

### **17. Adjournment.**

At 7:13 p.m., Council Member Jackson moved to adjourn. Motion was seconded by Council Member Brundrett. Motion carried unanimously.

**APPROVED:**

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Tim Jayroe, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 7**

Deliberate and act on 4<sup>th</sup> quarter report from the Mission-Aransas National Estuarine Research Reserve & The University of Texas Marine Science Institute for Fiscal Year 2020-2021 Bay Education expenditures.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA: VRS**

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**BACKGROUND:** Mission-Aransas National Estuarine Research Reserve & The University of Texas Marine Science Institute has been allocated \$15,000.00 in FY 2021-2022 Hotel Occupancy Tax (HOT) funds. According to our agreement with the NERR UTMSI, fiscal quarterly financial reports are required to be submitted to the City Council for approval. See the accompanying 4<sup>th</sup> quarter HOT expenditure report for additional information.

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**FISCAL ANALYSIS:** Charged to account 6602003. The budgeted amount is \$15,000.00 and YTD expenses are \$24,406.46. They previously received the entire \$15,000 HOT allocation and are not due additional funds.

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**STAFF RECOMMENDATION:** Staff recommends Council approve the NERR UTMSI Fiscal Year 2021-2022 Hotel Occupancy Tax funds 4<sup>th</sup> quarter expenditures, as presented.



November 4, 2022

Honorable Mayor Tim Jayroe  
Rockport, Texas

**RE: Bay Education Center Hotel Occupancy Tax Quarterly Report July to Sept 2022**

Dear Mayor Jayroe,

The Mission-Aransas National Estuarine Research Reserve (Reserve) at the University of Texas Marine Science Institute (UTMSI) would like to thank you and the City of Rockport for the support of the Bay Education Center (BEC) through the Hotel Occupancy Tax (HOT) in the amount of \$15,000 for FY2021. The funds have been instrumental in keeping the Bay Education Center open to the public for free. **In accordance with Exhibit A on how HOT funds were spent, the funds allowed the BEC to pay for operational expenses that go towards program development and enhancements so that tourists receive free programming throughout the year. The following is Exhibit B of how the funds for FY2021 have been spent through the 4<sup>th</sup> quarter to September 2022 so that tourists have free admission to the BEC programming.**

Exhibit "B":

| HOT FUNDING EXPENSE REPORT FY 2021-2022 |                 |                                |                                |                                |                                |             |
|-----------------------------------------|-----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Description of Expense                  | Approved Budget | 1st Quarter Expenses (Oct-Dec) | 2nd Quarter Expenses (Jan-Mar) | 3rd Quarter Expenses (Apr-Jun) | 4th Quarter Expenses (Jul-Sep) | TOTAL       |
| Programmatic & Visitor Operations       |                 | \$6,479.47                     | \$6,198.92                     | \$5,892.27                     | 5,835.80                       | \$24,406.46 |
| <b>Total Requested</b>                  | \$15,000.00     | \$6,479.47                     | \$6,198.92                     | \$5,892.27                     | 5,835.80                       | \$24,406.46 |

| Description of Administrative Expenses | Current Fiscal Year Administrative Expenses Projection | Fiscal Year Administrative Actual Expenses | Percentage of Fiscal Year Projections |
|----------------------------------------|--------------------------------------------------------|--------------------------------------------|---------------------------------------|
| Adriana Reza                           | \$ 4,167.00                                            | \$ 4,167.00                                | 100%                                  |
| Paul Markley                           | \$ 7,000.00                                            | \$ 7,000.00                                | 100%                                  |
| Sarah Melendez                         | \$ 30,000.00                                           | \$ 30,000.00                               | 100%                                  |
| Sara Pelleteri                         | \$ 16,089.78                                           | \$ 15,636.00                               | 97%                                   |
| <b>TOTALS</b>                          | <b>\$ 57,256.78</b>                                    | <b>\$ 56,803.00</b>                        |                                       |



Mission-Aransas National Estuarine Research Reserve  
The University of Texas Marine Science Institute  
750 Channel View Drive, Port Aransas, Texas 78373  
361-749-3046 - [www.MissionAransas.org](http://www.MissionAransas.org)





We want to thank you again for the continued support and look forward to serving the community again this year.

Sincerely,

Jace Tunnell  
Reserve Director



Mission-Aransas National Estuarine Research Reserve  
The University of Texas Marine Science Institute  
750 Channel View Drive, Port Aransas, Texas 78373  
361-749-3046 - [www.MissionAransas.org](http://www.MissionAransas.org)



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 8**

Deliberate and act on report from Rockport-Fulton Chamber of Commerce for marketing expenditures made for 2022 Seafair.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** At a Regular City Council Meeting on July 26, 2022, Jordan Pilgrim, Co-chair of the Seafair Committee presented the Seafair Committee's Fiscal Year 2022-2023 budget request. Budget deliberations were held through the summer to finalize the City's Fiscal Year 2022-2023 Budget, with formal adoption at the September 13, 2022, City Council Meeting. Upon approval of the Fiscal Year 2022-2023 Budget, the City Council awarded the Seafair Committee \$1,500.00 in funding.

The accompanying documentation is submitted by the Chamber for payment.

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**FISCAL ANALYSIS:** Charged to account 6602047. The budgeted amount is \$1,500.00 and the year-to-date expenses are \$0.

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**STAFF RECOMMENDATION:** Staff recommends approval of the report from Seafair Committee for marketing expenditures made for 2022 Seafair and authorize disbursement of funds in the amount of \$1,500 from the Hotel Occupancy Tax Fund for the event pursuant to the contract Agreement, as presented.

## EXHIBIT "B"

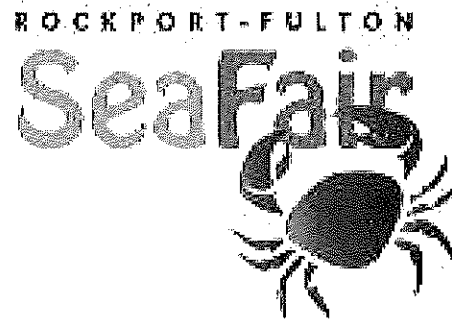
| <b>HOT FUNDING EXPENSE REPORT FY 2022-2023</b> |                        |                          |                                          |
|------------------------------------------------|------------------------|--------------------------|------------------------------------------|
| <b>Description of Expense</b>                  | <b>Approved Budget</b> | <b>Amount of Expense</b> | <b>*Number of Heads in Beds</b>          |
| Billboards – Lamar                             |                        | \$3000                   |                                          |
| Radio – iHeart Media                           |                        | \$2,975                  |                                          |
| Cable Corpus Christi – Spectrum Reach          |                        | \$924.80                 |                                          |
| Cable San Antonio – Spectrum Reach             |                        | \$1761.20                |                                          |
|                                                | \$1,500                |                          |                                          |
|                                                |                        |                          | Every Hotel Called - See Report Attached |
|                                                |                        |                          | # Rooms 1,880                            |
|                                                |                        |                          |                                          |
|                                                |                        |                          |                                          |
|                                                |                        |                          |                                          |
|                                                |                        |                          |                                          |
|                                                |                        |                          |                                          |
|                                                |                        |                          |                                          |
| <b>Total Reimbursement Request</b>             | <b>\$1,500</b>         |                          |                                          |

**\*Must attach supporting documentation.**

## 2022 Seafair Report

From the Committee Chairman – “This year’s Rockport-Fulton Seafair was amazing,” said Committee Chair Karl Hattman. “The turn-out was great, the music was great, it was great to have the carnival back, the vendors did well, and the crowd (of all ages) had lots of fun. The festival attracted visitors from across the state and beyond.

“It was a great team effort and the volunteers, Chamber staff and committee deserve many thanks and congratulations on this year’s success,” said Hattman.



### Reports from the areas of Seafair:

- The Opening Ceremonies with a Ribbon Cutting included messages from County Judge Bert Mills, County Commissioner Bubba Casterline, Mayor Tim Jayroe, Mayor Pro Tem Andrea Hattman, and Chamber of Commerce Chairman Courtney Sanchez. The Coastal Dance Academy, the high school choir, and the Little Bay Sea Queens were on hand to celebrate. An exciting addition to kick off this year’s event was a Navy Aviation fly-over.
- Gate activity was strong. There were 9,281 tickets sold, but including vendors, sponsors, volunteers, etc., estimate total attendance at 12,500, a 14% increase over last year. Revenue was up 5% over last year as well.
- It was great to have the carnival back and it certainly added to the success of the festival.
- There were a variety of 10 food vendors and trailers who reported strong sales. In addition there were 95 arts and crafts and market vendors on-site who reported being very pleased with their sales.
- Live entertainment was steady and strong throughout the weekend.
- Beer distributors did an excellent job helping throughout the weekend.
- The kid’s scavenger hunt and fishing pool proved to be successful additions to the event.
- The SR Boil House Tent did very well serving gumbo throughout the weekend with seven teams competing and serving up their best.
- The Seafair parade had over 60 entrants and a great spectator turn-out.
- The Glow Row exhibit was a great hit sharing just one of Rockport’s local attractions with visitors.
- The Sunday car show featured an array of 23 cars dating from 1957 to 2016. Classics, Muscle cars, Low Riders, Step Sides and more were displayed. The People’s Choice award was presented to 2016 Vet owner.
- With over 50 entries, the Cardboard boat races were a tremendous success.
- As always festival goers enjoyed the hilarious two-day run of crab races.
- This year’s Cooking Contest featured salsa and desert entries from locals and across the state. There were 1<sup>st</sup>-3<sup>rd</sup> place winners (9), as well an Honorable Mention (3) in each category of Just Deserts for youth and adults and the adult Salsa Contest with a total of 15 entries.
- Thanks to Ron Hoover, the fishing and pontoon boat display drew a lot of attention.
- Nonprofit and school groups such as the Boys and Girls Club, NJROTC and RFHS Choir worked hard at keeping the grounds clean, delivering water and working the soda booth. Through tips jars and donations a total of \$2500 was split between the groups.

| Page | # of Zip Codes | Local          | Corpus     | In-State Cities | Out-Of-State  |
|------|----------------|----------------|------------|-----------------|---------------|
|      | Collected      | Under 50 Miles | Christi    | # Represented   | # Represented |
| 1    | 63             | 11             | 3          | 49              | 0             |
| 2    | 181            | 64             | 32         | 85              | 0             |
| 3    | 212            | 94             | 16         | 91              | 11            |
| 4    | 206            | 91             | 15         | 98              | 2             |
| 5    | 139            | 69             | 8          | 60              | 2             |
| 6    | 160            | 112            | 9          | 34              | 5             |
| 7    | 169            | 106            | 8          | 55              | 0             |
| 8    | 164            | 79             | 7          | 72              | 6             |
| 9    | 17             | 1              | 7          | 7               | 2             |
| 10   | 10             | 7              | 2          | 1               | 0             |
| 11   | 69             | 34             | 8          | 25              | 2             |
| 12   | 104            | 48             | 18         | 42              | 0             |
| 13   | 213            | 71             | 50         | 92              | 0             |
| 14   | 191            | 62             | 8          | 119             | 3             |
| 15   | 213            | 77             | 39         | 97              | 0             |
| 16   | 230            | 50             | 24         | 151             | 5             |
| 17   | 157            | 45             | 17         | 94              | 0             |
| 18   | 218            | 83             | 7          | 105             | 23            |
| 19   | 216            | 66             | 17         | 122             | 11            |
| 20   | 186            | 93             | 6          | 78              | 9             |
| 21   | 182            | 91             | 15         | 69              | 7             |
| 22   | 170            | 79             | 9          | 80              | 2             |
| 23   | 184            | 63             | 33         | 85              | 3             |
| 24   | 223            | 107            | 26         | 81              | 9             |
| 25   | 233            | 97             | 38         | 98              | 0             |
| 26   | 222            | 57             | 43         | 117             | 5             |
| 27   | 185            | 51             | 4          | 115             | 15            |
|      |                |                |            |                 |               |
|      | <b>4,521</b>   | <b>1,808</b>   | <b>469</b> | <b>2,122</b>    | <b>122</b>    |
|      |                | <b>40%</b>     | <b>11%</b> | <b>47%</b>      | <b>2%</b>     |

**In-State Cities: (147 Texas Cities Represented)**

Spring, Slidmore, Riviera, Dickinson, San Marcos, Magnolia, Adkins, Refugio,  
 Kyle, Lolita, Johnson City, Orange Grove, Seguin, Austin, Fort Hood, Spring  
 College Station, Cypress, Mathis, Egypt, Sandia, San Diego, Blanco, Taylor, Fall City,  
 Perryton, Center Point, Garland, Friendswood, Georgetown, Gregory, Ft. Worth, Cuero  
 Katy, League City, Odem, Converse, Cibolo, Pleasanton, Amarillo, Medina, Portland,  
 Taft, Round Rock, Crosby, Nacogdoches, Joshua, Goliad, Lockhart, Hardwood, Pasadena,  
 Montgomery, Sealy, Poth, Rockdale, Buchanan, Dam, Sugarland, Belaire, Irving, Canyon Lake  
 Denton, Bastrop, Cisco, Temple, Laporte, Sterling City, Richmond, Harlingen, Tuleta, Humble  
 Bulverde, Brenham, Lumberton, Carrollton, Hallettsville, Huffman, Kenedy, Caldwell, Danbury

Red Oak, Rio Hondo, Floresville, LaVerna, SieravistaWindsor, Italy, Cedar Park, McAllen, Brookshire  
 Shiner, San Juan, Mineral Wells, Fredricksburg, Hockley, StockdaleVan Vleck, Ganedo, LaGrange  
 New Braunfels, Tivoli, Copperas Cove, Manchaca, Universal City, Maxwell, Placed,Bacliff, Marquez  
 Cat Spring, Gonzales, Duncanville, Lytle, Driftwood, Buda, Belton, Kingslands, Liberty HillBeeville  
 Bay Town, Burleson, Bishop, Kingsville, Corpus Christi, Port Aransas, Ingleside, Leander, Kendalia  
 Aransas PassRealitos, Old Ocean, Bay City, Guerra, Mission, Benavides, Premont, Spring Branch,  
 Welmar, Dripping SpringsWeston, Weimar, Woodway, Mason, Waller, Kingswood, Ganado, Palo P  
 Spring Ranch, Realitos, Wimberly

**Out of State: (11 states represented)**

GA, IL,UT,OK, OR,AR, PA,SD, AZ, NM, CO

## Projected Impact Of 2022 Seafair on Local Lodging

38

| Property                      | Total Hotel/<br>Motel Rooms<br>Available | THURS<br>6-Oct<br>%      Rms | FRI<br>7-Oct<br>%      Rms | SAT<br>8-Oct<br>%      Rms | SUN<br>9-Oct<br>%      Rms |
|-------------------------------|------------------------------------------|------------------------------|----------------------------|----------------------------|----------------------------|
| Bay Front Cottages            | 27                                       | 0%                           | 70%   19                   | 70%   19                   | 0%   0                     |
| Bay View Inn                  | 12                                       | 0%                           | 60%   8                    | 60%   8                    | 0%   0                     |
| Blue Wave Inn Rockport        | 29                                       | 1%   2                       | 1%   2                     | 1%   2                     | 1%   2                     |
| Candle Light Cottages         | 5                                        | 0%                           | 100%   5                   | 100%   5                   | 0%                         |
| Econo Lodge                   | 79                                       | 50%   39                     | 90%   71                   | 90%   71                   | 0%                         |
| Hunts Castle                  | 40                                       | 20%   8                      | 30%   12                   | 15%   6                    | 0%                         |
| Laguna Reef Hotel/Condos      | 46                                       | 0%                           | 80%   37                   | 80%   37                   | 0%                         |
| Lighthouse Inn at Aransas Bay | 78                                       | 87%   68                     | 100%   78                  | 100%   78                  | 0%                         |
| Motel 6                       | 49                                       | 0%                           | 25%   12                   | 25%   12                   | 0%                         |
| Pelican Bay Resort            | construction                             | 0%                           | 0%                         | 0%                         | 0%                         |
| Fairfield Inn Suites          | 87                                       | 50%   44                     | 84%   73                   | 100%   87                  | 48%   42                   |
| Hampton Inn& Suites           | 91                                       | 30%   27                     | 77%   70                   | 77%   70                   | 30%   27                   |
| Harbour Inn                   | 16                                       | 60%   10                     | 80%   13                   | 80%   13                   | 37%   6                    |
| Quality Inn                   | 62                                       | 50%   31                     | 95%   59                   | 95%   59                   | 40%   25                   |
| Reel'em Inn Rockport          | 9                                        | 70%   6                      | 100%   9                   | 95%   8                    | 95%   8                    |
| Sanddollar Resort Motel       | 40                                       | 5%   2                       | 50%   20                   | 50%   20                   | 38%   15                   |
| Sea View Motel**              | 26                                       | 15%   4                      | 90%   23                   | 100%   26                  | 20%   5                    |
| Shivam Reef Motel             | 13                                       | 90%   12                     | 90%   12                   | 90%   12                   | 15%   2                    |
| Village Inn                   | 12                                       | 80%   10                     | 80%   10                   | 80%   10                   | 80%   10                   |
| Inn at Fulton Harbor          | 45                                       | 0%                           | 67%                        | 67%                        | 0%                         |
| La Quinta Inn & Suites        | 72                                       | 15%   11                     | 50%   36                   | 50%   36                   | 25%   18                   |
| Days Inn by Wyndham           | 50-Wedding                               | 0%                           | 0%                         | 0%                         | 0%                         |
| The Rockport Lodge            | 79                                       | 40%   32                     | 50%   40                   | 90%   71                   | 30%   24                   |
| Holiday Inn Express           | 69                                       | 50%   35                     | 65%   45                   | 65%   45                   | 1%   6                     |

Total Rooms Available                      1036

Total Rooms Impacted by Event                      341                      654                      695                      190                      1880

There was a large wedding party in town and several properties hosted guests.

Days Inn hosted all wedding guests. Complaints from guest about no parking.

### Economic Impact Example:

If the average daily rate of local  
hotel/motels is \$100, x 7% HOT  
tax collected = \$7 x 1880 room  
nights = \$13,160 HOT Tax  
generated by event.

## CITY COUNCIL AGENDA

### Regular Meeting: December 13, 2022

#### AGENDA ITEM: 9

Deliberate and act on Resolution declaring certain City of Rockport Police Department firearms surplus out-of-service property and authorizing the disposition and transfer of said property to the Town of Fulton Police Department to further a public purpose; and establishing an effective date.

**SUBMITTED BY:** Police Chief Greg Stevens

**APPROVED FOR AGENDA:** VRS

**BACKGROUND:** In early 2019, the Rockport Police Department (RPD) disbanded the department's part-time Special Weapons and Tactics (SWAT) team. As a result, two FN Herstal select-fire rifles and one Defense Technologies 40mm special munitions launcher, which were assigned to the SWAT team were taken out of service and no longer used by the department. The RPD no longer needs these weapons and continuing to carry them on our inventory is burdensome and pointless. These firearms are regulated items by the Federal Bureau of Alcohol, Tobacco, & Firearms (ATF) and can only be sold or donated to another law enforcement agency or destroyed.

The City of Rockport and the Town of Fulton have an interlocal agreement in place for the Rockport Police Department to provide law enforcement assistance to the Fulton Police Department in the form of coverage of emergency calls, back up, investigation services, etc. The Town of Fulton has requested to purchase the two FN rifles from the City of Rockport for \$500 per rifle and has requested a donation of the Defense Technologies 40mm special munitions launcher.

After discussions with Fulton Police Chief John Harrell, the Town of Fulton and the City of Rockport both benefit from this proposition. The City of Rockport would be able to remove these firearms from its inventory, and the Town of Fulton gains needed firearms to utilize while performing their police duties at little cost.

Therefore, at the request of Chief Harrell, the RPD would like to sell and transfer ownership of two FN Herstal P90 rifles, bearing serial numbers FN077063 & FN077064, and to donate and transfer ownership of one Defense Technologies 40mm special munitions launcher, bearing serial number D32319 to the City of Fulton Police Department to enhance the safety and security of our law enforcement partner, thereby benefiting the entire Rockport/Fulton community. These items were purchased new through the regular budgetary process and have been fully depreciated. All required ATF transfer forms will be completed and filed with that agency prior to transfer.

**FISCAL ANALYSIS:** Approval of this proposal would result in a credit of \$1,000.00 to the general fund. The RPD has newer weapon systems which negates the need for these as well as the need to purchase replacements.

**RECOMMENDATION:** Police Chief Greg Stevens recommends Council adopt Resolution, as presented.

**RESOLUTION NO. 2022 - \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS DECLARING CERTAIN CITY OF ROCKPORT POLICE DEPARTMENT FIREARMS SURPLUS OUT-OF-SERVICE PROPERTY AND AUTHORIZING THE DISPOSITION AND TRANSFER OF SAID PROPERTY TO THE TOWN OF FULTON POLICE DEPARTMENT TO FURTHER A PUBLIC PURPOSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rockport, as a home rule municipality, with full power and right of self-government, as provided by the Constitution and laws of this State, may exercise exclusive dominion over all public property in any manner permitted by the Constitution and laws of the State of Texas, including the authority to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require; and

**WHEREAS**, included among the management responsibilities of public property is the authority and duty to declare property that staff determined to be of no further use to the City to be surplus; and

**WHEREAS**, surplus property is personal property that is not needed or required for an entity's foreseeable needs but still has some usefulness for the purpose it was originally intended; and

**WHEREAS**, the City is authorized to dispose of personal property that is found to be surplus in any manner that does not violate the Constitution; and

**WHEREAS**, the City has determined that the donation of certain City of Rockport Police Department firearms surplus out-of-service property to the Town of Fulton Police Department would be beneficial to the City and serve a public purpose.

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

**Section 1.** The City Council of the City of Rockport, Texas hereby declares the property listed in the attached Exhibit A as surplus out-of-service, authorizes the transfer of said property to the Town of Fulton Police Department and authorizes the City Manager to execute all necessary documents to complete the transfer of said property in accordance with the foregoing legislative findings.

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

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

**Section 4.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of American.

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

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

**Section 7.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED** and **APPROVED** the 13<sup>th</sup> day of December 2022.

**CITY OF ROCKPORT**

\_\_\_\_\_  
Tim Jayroe, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Valdez, City Secretary

## **EXHIBIT A**

Rockport Police Department:

Two (2) FN Herstal P90 rifles:

- 1) Serial Number: FN077063
- 2) Serial Number: FN077064

One (1) Defense Technologies 40mm special munitions launcher:

Serial Number: D32319

*Town of Fulton* *Police Department*

---

*201 N. Seventh Street \* PO Box 1130 \* Fulton, Texas 78358*  
*(361) 729-5533*

Chief Stevens,

I am respectfully requesting consideration from the Rockport Police Department to acquire/purchase two (2) FN P90 rifles if no longer in use. The Fulton Police Department has added an additional police officer effective October 1, 2022. The rifles would be a great asset to the Fulton Police Department.

Thank You,

Police Chief

John Harrell

Fulton Police Department

*Town of Fulton*

*Police Department*

---

*201 N. Seventh Street \* PO Box 1130 \* Fulton, Texas 78358  
(361) 729-5533*

Chief Stevens,

I am respectfully requesting consideration from the Rockport Police Department to acquire a Defense Technologies 40mm, Serial #D32319 if no longer in use. This would be a great asset to the Fulton Police Department.

Thank You,

Police Chief

John Harrell

Fulton Police Department

**CITY COUNCIL AGENDA**  
**Regular Meeting: December 13, 2022**

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**AGENDA ITEM: 10**

Deliberate and act on awarding a contract to J.M. Davidson, Inc. to replace a failed bulkhead on Nassau Drive that was damaged by Hurricane Harvey.

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

**APPROVED FOR AGENDA: VRS**

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**BACKGROUND:** The existing concrete bulkhead along the north side of Nassau Drive, located in the Key Allegro subdivision between the Casa Allegro Condos and the property located at the address 77 Nassau Drive, was previously damaged due to wave action and erosion associated with Hurricane Harvey. The proposed project will remove and replace approximately 210 linear feet of concrete bulkhead.

On October 22, 2022, bids were opened and reviewed by Urban Engineering. There were two bids received. The bid package has been reviewed and it has been determined that the bid from J.M. Davidson was the low bid.

J.M. Davidson is a well-established and reputable marine construction company with experience in bulkhead construction and repair. Urban Engineering has recommended to staff to award the bid to J.M. Davidson Construction Inc.

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**FISCAL ANALYSIS:** Fund 48 – Account # - 631-7012 GLO CDBG- DR 20 -065-090- C252

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**STAFF RECOMMENDATION:** Staff recommends awarding contract to J.M. Davidson Inc. in the amount of \$586,195.90 to replace the failed bulkhead on Nassau Drive.



November 1, 2022

Lowell Timothy Jayroe  
City Mayor  
2751 SH 35 N Bypass  
Rockport, Texas 78382

Re: GLO CDBG-DR 20-065-090-C252 – Nassau Drive Bulkhead Replacement

Subject: Bid Award Recommendation

Dear Mr. Jayroe,

Urban Engineering recently conducted a bid opening for the above referenced project located in the Key Allegro Subdivision of Rockport, Texas. The bid opening for the Nassau Drive Bulkhead Replacement project was conducted at 2:00 p.m. on October 27, 2022, at the City of Rockport office located at 2751 SH 35 N Bypass. Urban Engineering received a total of two bids, one from Derrick Construction Company and the other from J.M. Davidson Inc. Urban Engineering has reviewed both bid packages and compiled the attached bid tabulation sheet. The total bid amount from Derrick Construction Company is \$655,756.60 and the total bid amount from J.M. Davidson Inc. is \$586,195.90.

It is a fact that both Derrick Construction Company and J.M. Davidson Inc. are well established and reputable marine construction companies with experience in bulkhead construction and repair. Given that both bidders are fully qualified, it is the recommendation of Urban Engineering that the subject project be awarded to the low bidder, J.M. Davidson Inc. for the total bid amount of \$586,195.90.

Should you have any additional questions or concerns regarding this matter, please don't hesitate to contact me directly at (361) 854-3101 or via email at [scotte@urbaneng.com](mailto:scotte@urbaneng.com).

Sincerely,

URBAN ENGINEERING

A handwritten signature in blue ink that reads 'Scott A. Evers'.

Scott A. Evers, P.E.

## TABULATION OF BIDS

Date: October 27, 2022

TABULATED BY: Scott A. Evers, P. E.

TIME OF COMPLETION: 180 CALENDAR DAYS

Engineers Estimate: \$450,500.00

Engineers Estimate: \$450,500.00

GLO CDBG-DR 20-065-090-C252 - NASSAU DRIVE BULKHEAD REPLACEMENT  
Rockport, TexasENGINEER'S  
ESTIMATEDERRICK CONSTRUCTION  
250 S. Cove Harbor  
Rockport, TX 78381  
(361) 729-2423J.M. DAVIDSON LTD.  
2564 County Road 1960  
Aransas Pass, TX 78336  
(361) 883-0983

Project No. 1560.C0.02

| DESCRIPTION                                                                         | QTY. | UNIT | UNIT PRICE   | AMOUNT        | UNIT PRICE   | AMOUNT        | UNIT PRICE   | AMOUNT        |
|-------------------------------------------------------------------------------------|------|------|--------------|---------------|--------------|---------------|--------------|---------------|
| 1 Mobilization                                                                      | 1    | LS   | \$ 40,000.00 | \$ 40,000.00  | \$ 62,100.00 | \$ 62,100.00  | \$ 48,387.43 | \$ 48,387.43  |
| 2 Demolition and Disposal of Existing Bulkhead, Tiebacks, Anchors and appurtanences | 210  | LF   | \$ 450.00    | \$ 94,500.00  | \$ 308.31    | \$ 64,745.10  | \$ 458.96    | \$ 96,381.78  |
| 3 New Concrete Bulkhead Sheet Panels, Cap, Tiebacks, Anchors and appurtanences      | 210  | LF   | \$ 1,250.00  | \$ 262,500.00 | \$ 2,256.25  | \$ 473,812.50 | \$ 1,765.59  | \$ 370,774.81 |
| 4 Repair Existing Bulkhead                                                          | 8    | LF   | \$ 750.00    | \$ 6,000.00   | \$ 951.00    | \$ 7,608.00   | \$ 676.95    | \$ 5,415.63   |
| 5 Site Grading and Restoration                                                      | 1    | LS   | \$ 75,000.00 | \$ 75,000.00  | \$ 43,507.00 | \$ 43,507.00  | \$ 60,687.19 | \$ 60,687.19  |
| 6 Temporary Erosion and Sedimentation Controls                                      | 1    | LS   | \$ 25,000.00 | \$ 25,000.00  | \$ 3,984.00  | \$ 3,984.00   | \$ 4,549.06  | \$ 4,549.06   |
| TOTAL GLO CDBG-DR 20-065-090-C252 - NASSAU DRIVE BULKHEAD REPLACMENT                |      |      |              | \$ 503,000.00 |              | \$ 655,758.60 |              | \$ 586,195.90 |
|                                                                                     |      |      |              |               | Bid Bond     | YES           | Bid Bond     | YES           |



**City of Rockport**

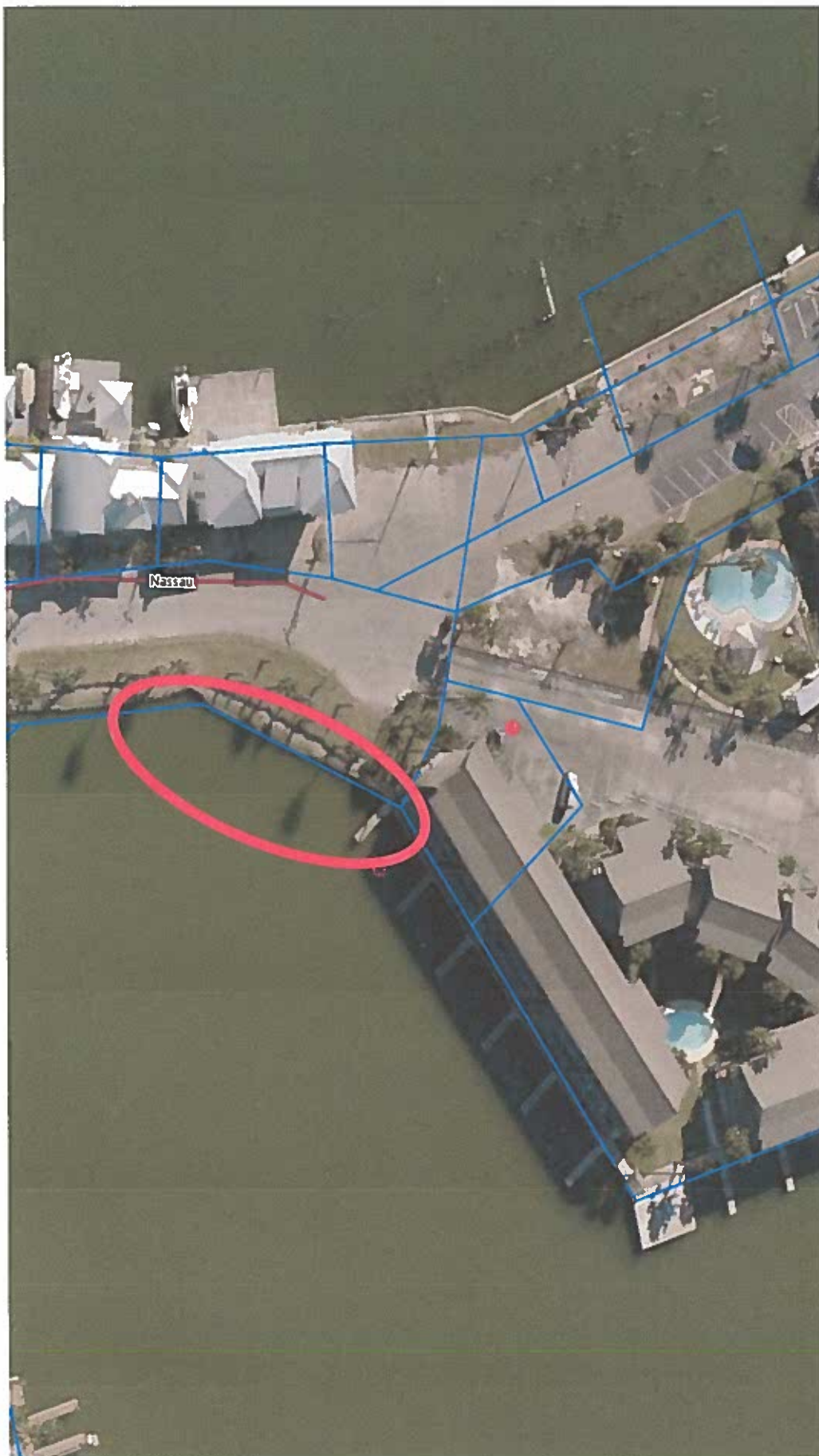
## BID OPENING TABULATION SHEET

**Project:** GLO CDBG-DR 20-065-090-C252 NASSAU DRIVE BULKHEAD REPLACEMENT

**Date:** Thursday, October 27, 2022 @ 2:00 p.m.

**Location:** City of Rockport Conference Room

[illegible]



## CITY COUNCIL AGENDA

### Regular Meeting: December 13, 2022

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**AGENDA ITEM: 11**

Deliberate and act on awarding contract to JE Construction Services LLC for pavement repairs along Traylor Street.

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

**APPROVED FOR AGENDA: VRS**

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**BACKGROUND:** Since Hurricane Harvey, there have been numerous pavement failures along Traylor between Hwy. 35 and Fulton Beach Road. This project consists of milling the existing asphalt surface, applying a prime coat, and finishing with approximately 3035 square yards of hot – mix asphalt surface. The bid also includes an additive alternate for and addition of 1296 square yards of milling, prime coating and hot -mix asphalt finishing.

On November 2, 2022, bids were opened and reviewed by Urban Engineering. There were six bids received. The bid package has been reviewed and it has been determined that the bid from JE Construction Services LLC was the low bid.

The work experience and record of J. E. Construction Services has been investigated and shown to be satisfactory. Urban Engineering has recommended to staff to award the bid to J.E. Construction Services LLC.

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**FISCAL ANALYSIS:** Unspent Bond Funds – 92-631-18027

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**STAFF RECOMMENDATION:** Staff recommends awarding contract to J. E. Construction Services LLC.in the amount of \$127,182.00 for pavement repairs on Traylor Street.



Job No. 1560.C2.03

November 3, 2022

TRANSMITTED VIA EMAIL  
AND ORIGINAL MAILED

City of Rockport  
Vanessa Shrauner | City Manager  
2751 SH 35 Bypass  
Rockport, Texas 78382

**Subject: Traylor Street Pavement Repairs – Rockport, Texas**

Dear Mrs. Shrauner:

Urban Engineering has received a copy of and reviewed the six bids submitted for the subject project on November 2, 2022. We have also received and reviewed the contractor's information requires in the Statement of Experience submitted with their bid. We have investigated and found the bid package and experience record of JE Construction Services, LLC the apparent low bidder, to be satisfactory. Attached please find a Bid Tabulation and a copy of the JE Construction Services, LLC Statement of Experience.

It is the recommendation of Urban Engineering that the subject project be awarded to JE Construction Services, LLC, if the funds are available, for the Total Base Bid amount of \$127,182.00.

Sincerely,

URBAN ENGINEERING

James L. Urban, P. E.

JLU/ek  
Enclosure

xc: JE Construction Services, LLC – via email  
Mike Donoho – Public Works Department – via email

# BID TABULATION



PROJECT:  
 Traylor Street Pavement Repairs  
 Project Manager: Jim Urban, P. E.

Job No: 1560.C2.03  
 Date: Nov. 2, 2022  
 Time: 2:00 PM

| CONTRACTOR                | ADDENDUM |   | BID<br>BOND | BASE BID                                    |
|---------------------------|----------|---|-------------|---------------------------------------------|
|                           | 1        | 2 |             |                                             |
| Dirt Boys, Inc.           | ✓        | ✓ | ✓           | \$138,730.75<br>\$54,087.20<br>\$192,817.95 |
| Garrett Construction, Co. | ✓        | ✓ | ✓           | \$104,810.45<br>\$32,507.80<br>\$137,320.25 |
| Hass-Anderson             | ✓        | ✓ | ✓           | \$95,947.75<br>\$33,325.00<br>\$129,272.75  |
| J. J. Fox Construction    | ✓        | ✓ | ✓           | \$157,750.00<br>\$92,720.00<br>\$250,470.00 |
| TexMix Paving             | ✓        | ✓ | ✓           | \$150,135.60<br>\$59,448.00<br>\$215,583.60 |
| J.E.                      | ✓        | ✓ | ✓           | \$91,790.00<br>\$35,392.00<br>\$127,182.00  |
|                           |          |   |             |                                             |
|                           |          |   |             |                                             |
|                           |          |   |             |                                             |
|                           |          |   |             |                                             |
|                           |          |   |             |                                             |



TABULATION OF BIDS

TABULATED BY: JLU

E. I. T. Harris Hipp

DATE: November 2, 2022

TIME OF COMPLETION: 120 CALENDAR DAYS

|                                                                              |                                                    |      |      |                                                                                                   |              |                                                                                  |              |                                                                                       |              |                                                                                                   |               |                                                                                                |               |                                                                                  |              |
|------------------------------------------------------------------------------|----------------------------------------------------|------|------|---------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------|--------------|
| Traylor Street Pavement Repairs<br>Rockport, Texas<br>Project No. 1560-C2-03 |                                                    |      |      | J. E. Construction Services<br>7505 Up River Rd.<br>Corpus Christi, Texas 78404<br>(361) 289-2901 |              | Hass-Anderson<br>1402 Holly Rd.<br>Corpus Christi, Texas 78417<br>(361) 853-2535 |              | Garrett Construction, Co.<br>P O Box 1028<br>Ingleside, Texas 78362<br>(361) 776-7575 |              | Dirt Boys, Inc.<br>825 West B. Hers Road, Suite 202<br>San Antonio, Texas 78216<br>(210) 478-7465 |               | TexMix Paving<br>3636 S. Alameda, Suite B 437<br>Corpus Christi, Texas 78411<br>(361) 846-8649 |               | J. J. Fox Construction<br>6220 CR 347<br>Beeville, Texas 78102<br>(361) 362-1727 |              |
| DESCRIPTION                                                                  |                                                    | QTY. | UNIT | UNIT PRICE                                                                                        | AMOUNT       | UNIT PRICE                                                                       | AMOUNT       | UNIT PRICE                                                                            | AMOUNT       | UNIT PRICE                                                                                        | AMOUNT        | UNIT PRICE                                                                                     | AMOUNT        | UNIT PRICE                                                                       | AMOUNT       |
| BASE BID                                                                     |                                                    |      |      |                                                                                                   |              |                                                                                  |              |                                                                                       |              |                                                                                                   |               |                                                                                                |               |                                                                                  |              |
| 1                                                                            | Mill Existing Asphalt, Prime Coat, and Lay 2" HMAc | 3035 | SY   | \$ 30.00                                                                                          | \$ 91,050.00 | \$ 30.65                                                                         | \$ 93,022.75 | \$ 33.55                                                                              | \$101,824.25 | \$ 39.45                                                                                          | \$ 119,730.75 | \$ 50.16                                                                                       | \$ 152,235.60 | \$ 50.00                                                                         | \$151,750.00 |
| 2                                                                            | Striping                                           | 1    | LS   | \$ 740.00                                                                                         | \$ 740.00    | \$ 2,925.00                                                                      | \$ 2,925.00  | \$ 2,986.20                                                                           | \$ 2,986.20  | \$ 19,000.00                                                                                      | \$ 19,000.00  | \$ 3,900.00                                                                                    | \$ 3,900.00   | \$ 6,000.00                                                                      | \$ 6,000.00  |
|                                                                              |                                                    |      |      | TOTAL BASE BID                                                                                    | \$ 91,790.00 |                                                                                  | \$ 95,947.75 |                                                                                       | \$104,810.45 |                                                                                                   | \$ 138,730.75 |                                                                                                | \$ 156,135.60 |                                                                                  | \$157,750.00 |
| ADDITIVE ALTERNATIVE #1                                                      |                                                    |      |      |                                                                                                   |              |                                                                                  |              |                                                                                       |              |                                                                                                   |               |                                                                                                |               |                                                                                  |              |
| 1                                                                            | Mill Existing Asphalt, Prime Coat, and Lay 2" HMAc | 1296 | SY   | \$ 27.00                                                                                          | \$ 34,992.00 | \$ 25.00                                                                         | \$ 32,400.00 | \$ 24.20                                                                              | \$ 31,363.20 | \$ 36.95                                                                                          | \$ 47,887.20  | \$ 44.25                                                                                       | \$ 57,348.00  | \$ 70.00                                                                         | \$ 90,720.00 |
| 2                                                                            | Striping                                           | 1    | LS   | \$ 400.00                                                                                         | \$ 400.00    | \$ 925.00                                                                        | \$ 925.00    | \$ 1,146.60                                                                           | \$ 1,146.60  | \$ 6,200.00                                                                                       | \$ 6,200.00   | \$ 2,100.00                                                                                    | \$ 2,100.00   | \$ 2,000.00                                                                      | \$ 2,000.00  |
|                                                                              |                                                    |      |      | ADDITIVE ALTERNATIVE #1                                                                           | \$ 35,392.00 |                                                                                  | \$ 33,325.00 |                                                                                       | \$ 32,509.80 |                                                                                                   | \$ 54,087.20  |                                                                                                | \$ 59,448.00  |                                                                                  | \$ 92,720.00 |
|                                                                              |                                                    |      |      | TOTAL BASE BID + ALTERNATIVE:                                                                     | \$127,182.00 |                                                                                  | \$129,272.75 |                                                                                       | \$137,320.25 |                                                                                                   | \$ 192,817.95 |                                                                                                | \$ 215,583.60 |                                                                                  | \$250,470.00 |
|                                                                              |                                                    |      |      | BONDS:                                                                                            | YES          |                                                                                  | YES          |                                                                                       | YES          |                                                                                                   | YES           |                                                                                                | YES           |                                                                                  | YES          |
|                                                                              |                                                    |      |      | ADDENDUMS 1 & 2:                                                                                  | YES          |                                                                                  | YES          |                                                                                       | YES          |                                                                                                   | YES           |                                                                                                | YES           |                                                                                  | YES          |

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

#### AGENDA ITEM: 12

Deliberate and act on approval of document titled “Action Approving Contract with Linebarger Goggan Blair & Sampson, LLP.”

**SUBMITTED BY:** City Manager Vanessa Shrauner

**APPROVED FOR AGENDA:** VRS

**BACKGROUND:** Due to recent legislative change (Texas Government Code Sec. 2254.1036) below, there is a four-step process to approve contracts with special counsel to perform all legal services necessary to collect unpaid municipal special assessments.

Sec. 2254.1036. POLITICAL SUBDIVISION: CONTRACT NOTICE; APPROVAL BY GOVERNING BODY. (a) A political subdivision may enter into a contingent fee contract for legal services only if the political subdivision:

(1) before or at the time of giving the written notice required by Section [551.041](#) for a meeting described by Subdivision (2), also provides written notice to the public stating:

(A) the reasons for pursuing the matter that is the subject of the legal services for which the attorney or law firm would be retained and the desired outcome of pursuing the matter;

(B) the competence, qualifications, and experience demonstrated by the attorney or law firm selected under Section [2254.1032](#);

(C) the nature of any relationship, including the beginning of the relationship, between the political subdivision or governing body and the attorney or law firm selected under Section [2254.1032](#);

(D) the reasons the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision;

(E) the reasons the legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency; and

(F) the reasons entering into a contingent fee contract for legal services is in the best interest of the residents of the political subdivision; and

(2) approves the contract in an open meeting called for the purpose of considering the matters listed in Subsection (a)(1).

(b) On approval of a contingent fee contract, the governing body of a political subdivision shall state in writing that the political subdivision finds that:

(1) there is a substantial need for the legal services;

(2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision; and

(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees,

without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Added by Acts 2019, 86th Leg., R.S., Ch. 857 (H.B. [2826](#)), Sec. 4, eff. September 1, 2019.

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The first step in the process was to post a Notice of a Public Meeting. The notice attached hereto was posted at the Rockport Service Center and on the City's website.

The second step is approval of the attached document titled Action Approving Contract with Linebarger Goggan Blair & Sampson, LLP. “

The third step is Council approval of the Contract with Linebarger Goggan Blair & Sampson, LLP.

The fourth step is Council adoption of the Resolution authorizing the 20% collection fee.

These actions will allow approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid municipal special assessments as provided in Texas Property Code 33.41 (c) and authorize the execution of such agreement.

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#### SUBCHAPTER C. DELINQUENT TAX SUITS

Sec. 33.41. SUIT TO COLLECT DELINQUENT TAX. (a) At any time after its tax on property becomes delinquent, a taxing unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. The suit must be in a court of competent jurisdiction for the county in which the tax was imposed.

(b) A suit to collect a delinquent tax takes precedence over all other suits pending in appellate courts.

**(c) In a suit brought under Subsection (a), a taxing unit may foreclose any other lien on the property in favor of the taxing unit or enforce personal liability of the property owner for the other lien.**

(d) In a suit brought under this section, a court shall grant a taxing unit injunctive relief on a showing that the personal property on which the taxing unit seeks to foreclose a tax lien is about to be:

(1) removed from the county in which the tax was imposed; or

(2) transferred to another person and the other person is not a buyer in the ordinary course of business, as defined by Section [1.201](#), Business & Commerce Code.

(e) Injunctive relief granted under Subsection (d) must:

- (1) prohibit alienation or dissipation of the property;
- (2) order that proceeds from the sale of the property in an amount equal to the taxes claimed to be due be paid into the court registry; or
- (3) order any other relief to ensure the payment of the taxes owed.

(f) A taxing unit is not required to file a bond as a condition to the granting of injunctive relief under Subsection (d).

(g) In a petition for relief under Subsection (d), the taxing unit may also seek to secure the payment of taxes for a current tax year that are not delinquent and shall estimate the amount due if those taxes are not yet assessed.

(h) The tax lien attaches to any amounts paid into the court's registry with the same priority as for the property on which taxes are owed.

Acts 1979, 66th Leg., p. 2293, ch. 841, Sec. 1, eff. Jan. 1, 1982. Amended by Acts 1981, 67th Leg., p. 2644, ch. 707, Sec. 4(33), eff. Aug. 31, 1981; Acts 1993, 73rd Leg., ch. 1031, Sec. 4, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 1430, Sec. 20, eff. Sept. 1, 2001.

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**FISCAL ANALYSIS:** With the approval of the Contract and adoption of the Resolution, unpaid fines, fees and court costs will be collected without the additional cost to the City of implementing infrastructure and technology and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

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**RECOMMENDATION:** Staff recommends Council approve the “Action Approving Contract with Linebarger Goggan Blair & Sampson, LLP , as presented.

ACTION APPROVING CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for the Collection of Delinquent Special Assessment Accounts with Linebarger Goggan Blair & Sampson, LLP is approved, and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, The City of Rockport finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for the Collection of Delinquent Special Assessment Accounts;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the legal actions authorized by Texas Tax Code Section 33.41(c) and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided specialized legal services to the City of Rockport in the past and the City has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

## NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the Rockport City Council will be held on 12/13/2022, at the Rockport City Hall, 2751 Highway 35 Bypass, Rockport, TX 78382, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid municipal special assessments as provided in Texas Property Tax Code 33.41(c) and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid city liens owed to the City of Rockport to be collected in the most effective manner. The City desires that such unpaid city liens be collected as provided in the Texas Property Tax Code 33.41(c).

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 46 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in- house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis at the same rate as the contingent fee authorized by the Texas Property Tax Code for the collection of delinquent tax accounts. This Article specifically provides for an additional collection fee in the amount of 20 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 13**

Deliberate and act on approval of Contract with Linebarger Goggan Blair & Sampson, LLP, for the Collection of Delinquent Special Assessment Accounts.

**SUBMITTED BY:** City Manager Vanessa Shrauner

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** This is step two of the process for approving contracts with special counsel to perform all legal services necessary to collect unpaid municipal special assessments.

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**FISCAL ANALYSIS:** As compensation for services required under the Contract, the City will pay Linebarger Goggan Blair and Sampson, LLP 20% of all delinquent accounts in Special Assessments which are referred to them for collection and which are actually collected and paid to the City during the term of the contract.

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**RECOMMENDATION:** Staff recommends Council approve the Contract with Linebarger Goggan Blair & Sampson, LLP , as presented.

## CONTRACT FOR THE COLLECTION OF DELINQUENT SPECIAL ASSESSMENT ACCOUNTS

This Agreement (“Agreement”) is made on this the 13th day of December 2022, between City of Rockport, Texas, hereinafter referred to as “City”, and Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as “Law Firm”;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

### I. PURPOSE OF REPRESENTATION

1.01 City hereby retains and employs Law Firm for the collection of delinquent accounts in special assessments levied in connection with paving liens and liens filed under Chapter 342 of the Health and Safety Code, including principal and interest owing to the City thereby, hereinafter referred to as “Delinquent Accounts” or “Delinquent Accounts in Special Assessments”. An account is delinquent when it remains unpaid after thirty (30) days of initial invoice.

1.02 The City authorizes and directs Law Firm to take all action necessary to include the Delinquent Account in pending tax suit, including all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings, and all related work necessary to properly represent the City’s interest in these matters. The Law Firm shall check with the City before filing any tax suit or obtaining a judgment on such a suit to ensure the inclusion of all liens in the suit or judgment. If additional liens are filed after the initiation of the tax suit, but before final judgment, Law Firm shall amend the pleadings to include such additional liens. The City will respond within 5 business days to the Law Firm’s request for lien accounts to be included in the filings or amendment of any suit. When a case is set for final hearing, the Law Firm will request an update to identify any additional liens to be included in the suit before the entry of judgment. The City will respond within 5 business days of the request for any update and said liens will constitute the final claims to be included in the suit. The Law Firm shall represent the City in all bankruptcies filed by delinquent property owners, including filing claims, monitoring the bankruptcy process, attending hearings as necessary, and otherwise insuring the City’s interests are protected in the bankruptcy matter with respect to Delinquent Accounts.

1.03 The Law Firm shall pursue collection methods such as letters, telephone calls, in person contact regarding the collection of Delinquent Accounts in Special Assessments. The Law Firm agrees to contact the person who is legally responsible for the Delinquent Account to collect amounts owed. This shall be accomplished by mailings to delinquent accounts on intervals to be agreed upon by the Law Firm and the City Manager. Exhibit 1 identifies specific tasks to be performed by Law Firm.

1.04 The Law Firm shall provide the City Manager with written monthly reports as requested.

1.05 The Law Firm is to call to the attention of the City Manager any errors, double assessments, or other discrepancies coming under its observation during the progress of the

work. Ownership of information acquired by Law Firm concerning the services performed during this agreement belongs to the City, and Law Firm shall only use such information as needed to perform required services.

1.06 No settlement agreement of any claim, suit or proceeding shall be entered into without the approval of the City Manager.

1.07 The Law Firm shall maintain a file for each referred claim which shall be available to the City at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition. All documents, papers, or records pertaining to a file shall be retained after conclusion of all legal proceedings for disposition as mutually agreed to by the City Manager and Law firm.

## II. LAW FIRM'S FEES AND EXPENSES

2.01 As compensation for services required under this contract, City hereby agrees to pay Law Firm 20% of all Delinquent Accounts in Special Assessments which are referred to Law Firm for collection and which are actually collected and paid to the City during the term of this contract, to be paid by and collected from the property owners. All such compensation shall become the property of the Law Firm at the time payment of the monies is made to the City. The City shall pay over said funds monthly by check.

2.02 It is understood that if the amount of Law Firm's fees under this Contract are regulated or governed by law, and that law precludes any other fee arrangement other than the amount set by law or regulation, then the amount payable to Law Firm is limited to the maximum allowed by law.

## III. TERM AND TERMINATION

3.01 This contract shall be effective beginning January 1 2023, and shall expire on December 31, 2026 unless extended as hereinafter provided. Either party may terminate this Agreement upon sixty (60) days prior written notice.

3.02 Unless prior to sixty (60) days before the expiration date, the City or the Law Firm notifies the other in writing that it does not wish to continue this contract beyond its initial term, this contract shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the City or the Law Firm, this contract shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

3.03 Upon termination, Law Firm will deliver all pending files on cases referred to it under this Contract to the City. The Law Firm has six (6) months following termination of the contract to reduce to judgments all suits filed prior thereto.

#### IV. CITY RESPONSIBILITIES

4.01 City shall identify tax account number, owner name, street address, legal description and amounts owed on original list submitted to Law Firm.

4.02 City will be responsible for executing and maintaining payment agreements on delinquent accounts referred to Firm for collection.

4.03 City shall respond to incoming telephone calls regarding Delinquent Accounts in Special Assessments.

4.04 City shall notify Law Firm of any settlements, adjustments or cancellations to delinquent accounts.

#### V. MISCELLANEOUS

5.01 This agreement shall be construed under and in accordance with Texas law, and all obligations of the parties are performable in Aransas County, Texas.

- a. This Agreement constitutes the sole and only Agreement between the parties and supersedes any prior undertakings or written or oral agreement between the parties respecting the subject matter of this agreement.
- b. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. This Agreement may be amended only by written agreement signed by duly authorized representatives of the parties hereto. The City Manager is authorized to execute amendments to the Agreement.
- d. Law Firm agrees to comply with all applicable Federal, State, and Local laws, including laws related to collections.
- e. As desired by City, Law Firm agrees to an audit of files maintained by Law Firm pertaining to this Contract.
- f. Neither party may assign this Agreement without the prior written approval of other party.
- g. Notice may be sent by certified mail, postage prepared, and is deemed received on the third day after deposit if sent certified mail. Notice shall be sent as follows:

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

If to Law Firm: Linebarger Goggan Blair & Sampson, LLP  
Attn: Paul D. Chapa, Partner  
500 N. Shoreline Blvd., Suite 1111  
Corpus Christi, Texas 78401

Agreed to by the City of Rockport and Law Firm:

City of Rockport

By: \_\_\_\_\_  
Vanessa Shrauner, City Manager

Date: \_\_\_\_\_

Attest

By: \_\_\_\_\_  
Teresa Valdez, City Secretary

Date: \_\_\_\_\_

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_  
Paul Daniel Chapa, Partner

Date: \_\_\_\_\_

Exhibit 1  
Services Performed by Law Firm

Collection of Lien

Include liens in delinquent tax suits.

Mass mailings of delinquent bills as requested by city.

Respond to incoming phone calls to Law Firm regarding Delinquent Accounts.

Represent City in bankruptcy court when property owner in bankruptcy.

Perform telephone collections.

Prepare deeds for resale.

Disburse tax sale and resale money.

Answer correspondence regarding Delinquent Accounts.

Law Firm will inform City of any forwarding addresses on returned mail received by Law Firm.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 14**

Deliberate and act on adoption of a Resolution authorizing the City Manager to enter into a contract for the collection of delinquent special assessments between the City of Rockport and Linebarger Goggan Blair & Sampson, LLP; repealing all conflicting resolutions and providing for an effective date.

**SUBMITTED BY:** City Manager Vanessa Shrauner

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** This is step four of the process to authorize the City Manager to enter into a contract for the collection of delinquent special assessments with Linebarger Goggan Blair & Sampson, LLP and authorizing the 20% collection fee.

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**FISCAL ANALYSIS:** With the adoption of the Resolution, unpaid fines, fees and court costs will be collected without the additional cost to the City of implementing infrastructure and technology and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

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**RECOMMENDATION:** Staff recommends Council adopt the Resolution, as presented.

## RESOLUTION NO. 2022 - \_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE COLLECTION OF DELINQUENT SPECIAL ASSESSMENTS BETWEEN THE CITY OF ROCKPORT AND LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rockport (“City”) desires to have an outside firm assist with the collection of delinquent special assessments levied in connection with paving liens and liens filed under Chapter 342 of the Health and Safety Code, including principal and interest owing to the City;

**WHEREAS**, the City received a contract for these services from Linebarger Goggan Blair & Sampson, LLP (“Linebarger”) to be paid a 20% attorney’s fee that will be added to all delinquent accounts in special assessments which are referred for collection and which are actually collected and paid to the City;

**WHEREAS**, the City and Linebarger have worked to prepare a Contract for the Collection of Delinquent Special Assessments.

**BE IT RESOLVED** by the City Council of the City of Rockport, Texas:

### I.

**THAT** the City Manager is authorized and directed as an act of the City of Rockport, Texas to enter into a Contract for the Collection of Delinquent Special Assessments between the City of Rockport and with Linebarger Goggan Blair & Sampson, LLP.

### II.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

### III.

**THAT** this Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Council on the 13<sup>th</sup> day of December 2022.

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Tim Jayroe, Mayor

ATTEST:

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Teresa Valdez, City Secretary

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

#### AGENDA ITEM: 15

Deliberate and act on approval of an Interlocal Cooperation Agreement between Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and the Aransas County Independent School District for juvenile case management services.

**SUBMITTED BY:** Municipal Court Judge Diana McGinnis

**APPROVED FOR AGENDA:** VRS

**BACKGROUND:** Please see the accompanying Interlocal Cooperation Agreement for additional information.

**FISCAL ANALYSIS:** The two (2) juvenile case management services will be paid for as per the Agreement (below):

#### For 2023:

| Entity           | Percentage Share      | Additional Expenses    | Total Annual Contribution (not to exceed) |
|------------------|-----------------------|------------------------|-------------------------------------------|
| Aransas County   | 30% or up to \$43,000 | \$7,000.00 for vehicle | \$50,000.00                               |
| City of Rockport | 30% up to \$30,000    |                        | \$30,000.00                               |
| Town of Fulton   | 10% up to \$10,000    |                        | \$10,000.00                               |
| ACISD            | 30% up to \$30,000    | \$7,000.00 for vehicle | \$37,000.00                               |

#### For 2024 and Beyond:

| Entity           | Percentage Share      | Additional Expenses | Total Annual Contribution (not to exceed) |
|------------------|-----------------------|---------------------|-------------------------------------------|
| Aransas County   | 30% or up to \$43,000 |                     | \$43,000.00                               |
| City of Rockport | 30% up to \$30,000    | **                  | \$30,000.00                               |
| Town of Fulton   | 10% up to \$10,000    |                     | \$10,000.00                               |
| ACISD            | 30% up to \$30,000    |                     | \$30,000.00                               |

**\*\* The City of Rockport has shared that it intends to include \$7,000.00 in its 2024 budget with paying for vehicle(s).**

c.. *Budget Amendments.* Any amendments to the budget during the budget calendar year must be approved by all Four (4) Parties before any changes can be made to monthly invoices.

d. *Vehicle.* The parties understand that Juvenile Case Managers are often working outside of the office and need safe and reliable transportation. COUNTY and ACISD have agreed to contribute

additional funds for 2023 to assist in acquiring another vehicle for the Program. As noted above, the City of Rockport has shared that it intends to include funds in the 2024 budget to help pay for said vehicles.

---

**RECOMMENDATION:** Staff recommends Council approve the Interlocal Cooperation Agreement, as presented.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,  
TEXAS, THE CITY OF ROCKPORT, TEXAS, THE TOWN OF FULTON, TEXAS, AND  
THE ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT  
FOR JUVENILE CASE MANAGEMENT SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **COUNTY OF ARANSAS, TEXAS** (“COUNTY”), the **CITY OF ROCKPORT, TEXAS** (“CITY”), and the **TOWN OF FULTON, TEXAS** (“TOWN”), and **ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT** (“DISTRICT”) with each sometimes referred to herein as a “Party” or collectively as the “Parties,” and each being political Subdivisions of the State of Texas, acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

**WHEREAS**, pursuant to Article 45.056 of the Texas Code of Criminal Procedure, local authorities are authorized to employ juvenile case managers to assist the courts in administering juvenile dockets and ensuring the courts’ orders are followed in juvenile cases; and,

**WHEREAS**, for the past Ten (10) years, the Parties have collectively funded a Juvenile Case Manager to help children and their families in our communities; and,

**WHEREAS**, the governing bodies of the COUNTY, CITY, TOWN, and DISTRICT agreed to share the cost for a Juvenile Case Manager and most recently entered into that certain *Interlocal Cooperation Agreement County, City, Town – Juvenile Case Manager* on August 18, 2016, which was effective on January 1, 2016; and;

**WHEREAS**, the Parties desire to enter into a new Agreement as they find that there is a need for a second Juvenile Case Manager and to further update the terms and conditions of the arrangement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and Aransas County Independent School District agree to the following:

1. Purpose. The purpose of this Agreement is for the Parties to pool resources to ensure that each receives the benefits that come from have Juvenile Case Managers to work with local youth, which benefits all of the citizens of the COUNTY, the CITY, and the TOWN, in addition to the DISTRICT. This Interlocal Cooperation Agreement will result in an arrangement that will provide families with needed resources while decreasing costs and increasing convenience and efficiency for the Parties.
2. Public Benefit. The respective governing bodies of each Party finds that the subject of this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform the duties described herein; that the division of cost fairly compensates the performing Party or Parties, and the performance of this Agreement is in the common interest of all Parties.

3. Juvenile Case Managers. Under this Agreement, the term “Juvenile Case Managers” means individuals who, among other things, monitor, screen, and assess juveniles that have been charged with criminal offenses. Juvenile Case Managers assist with providing services for juvenile offenders who are before courts and they perform job duties that include, but are not necessarily limited to:

- a. Maintain the highest level of confidentiality for juvenile offenders and their families;
- b. Manage and coordinate programs and activities designed to decrease juvenile crime and recidivism through crime prevention, counseling, and detention;
- c. Manage services and activities for juvenile offenders, maintain a list of community service opportunities, and conduct audits of juvenile matters;
- d. Develop, implement, and review goals, objectives, policies, and priorities for juvenile cases;
- e. Serve as a liaison between the courts, juvenile offenders, and parents;
- f. Provide individual assessments of juvenile offenders by considering the child’s home environment; the child’s developmental, psychological, and educational status; the child’s previous involvement in the justice system; and prepares recommendations and referrals to programs;
- g. Investigate and process complaints from juveniles and their families, public and private agencies, attorneys, judges, members of the public, and others, to resolve problems when possible;
- h. Upon request of the court, monitor juvenile attendance records and academic performance to encourage positive academic outcomes;
- i. Utilize computer software to process, retrieve, and disseminate information;
- j. Ensure compliance with State, federal, and local laws;
- k. Work with juvenile offenders and their families by providing them with needed services and information for the successful completion of probation;
- l. Conduct regular school, office, and home visits;
- m. Document all contacts and interactions with juveniles and their families;
- n. Participate in training programs to obtain and/or maintain certifications and to stay abreast with developments in the law.

4. Qualifications for Juvenile Case Manager(s): In order to qualify to apply for a position as a Juvenile Case Manager, the following requirements may include, but will not necessarily be limited to, the following:

- a. *Age Requirement.* Candidates must be at least Twenty-One (21) years old;
- b. *Driver's License.* Possession of a valid Texas Driver's License is required;
- c. *Pre-Hiring Requirements.* Must be able to pass a pre-hire background check, physical, and drug screening;
- d. *Communication and Computer Skills.* Oral and written communication is an integral part of this position. Candidates should be well versed in grammar, punctuation, and spelling. Computers are used regularly in performing job duties. Familiarity with computers and experience conducting research is required. A typing speed of at least thirty-five words per minute (35 wpm) is also required.
- e. *Minimum Education and Experience.* Juvenile Case Managers must have completed at least sixty (60) college credit hours, or possess an Associate's degree, from an accredited college or university while working toward a degree in Criminal Justice, Sociology, Psychology, Social Work, Education, or related fields of study. In lieu of college credit, employment, or volunteer experience in adult corrections, juvenile probation, and other types of community-based programs may be substituted.

Preferred Qualifications and Skills.

- f. *Preferred Education and Experience.* A Bachelor's degree in a Social or Behavioral Science such as Social Work, Sociology, Psychology, Counseling, Education, or Criminal Justice; and/or have (4) years of increasingly responsible experience in social services, community corrections, or juvenile services, included at least one (1) year of management experience such as lead or supervisor.
  - g. *Preferred Licenses.* Preference may be given to those who possess a license for Social Worker (LSW); or Professional Counselor (LPC); or Marriage and Family Therapist.
  - h. *Legal Knowledge.* Preference may be given to those who have knowledge and experience related to court and legal procedures, applicable laws and regulations, and legal research methods;
  - i. *Language.* Bilingual (English and Spanish) candidates are preferred.
5. Term. This Agreement shall be in effect beginning on January 1, 2023, and ending on December 31, 2024 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on January 1, 2025 (the "Second Term") and on January 1, 2026 (the "Third Term") unless any Party terminates this Agreement by notifying the other Parties, in writing, of its desire to terminate this Agreement at least One Hundred and Eighty (180) days in advance of the scheduled renewal date. The term of this Agreement shall expire on December 31, 2026, unless terminated prior to that date or extended by the Parties.

6. Communications Annual Budget, Invoicing, and Pro Rata Share of Costs:

a. *Number of Juvenile Case Managers.* The Parties agree that two (2) Juvenile Case Managers are needed to assist children and their families.

b. *Budget/Annual Contributions.* In exchange Juvenile Case Managers to provide services for the Parties, the Parties agree to fund the Program as follows:

**For 2023:**

| Entity           | Percentage Share      | Additional Expenses    | Total Annual Contribution (not to exceed) |
|------------------|-----------------------|------------------------|-------------------------------------------|
| Aransas County   | 30% or up to \$43,000 | \$7,000.00 for vehicle | \$50,000.00                               |
| City of Rockport | 30% up to \$30,000    |                        | \$30,000.00                               |
| Town of Fulton   | 10% up to \$10,000    |                        | \$10,000.00                               |
| ACISD            | 30% up to \$30,000    | \$7,000.00 for vehicle | \$37,000.00                               |

**For 2024 and Beyond:**

| Entity           | Percentage Share      | Additional Expenses | Total Annual Contribution (not to exceed) |
|------------------|-----------------------|---------------------|-------------------------------------------|
| Aransas County   | 30% or up to \$43,000 |                     | \$43,000.00                               |
| City of Rockport | 30% up to \$30,000    | **                  | \$30,000.00                               |
| Town of Fulton   | 10% up to \$10,000    |                     | \$10,000.00                               |
| ACISD            | 30% up to \$30,000    |                     | \$30,000.00                               |

**\*\* The City of Rockport has shared that it intends to include \$7,000.00 in its 2024 budget to assist with paying for vehicle(s).**

c. *Budget Amendments.* Any amendments to the budget during the budget calendar year must be approved by all Four (4) Parties before any changes can be made to monthly invoices.

d. *Vehicle.* The Parties understand that Juvenile Case Managers are often working outside of the office and need safe and reliable transportation. COUNTY and ACISD have agreed to contribute additional funds for 2023 to assist in acquiring another vehicle for the Program. As noted above, the City of Rockport has shared that it intends to include funds in the 2024 budget to help pay for said vehicles.

e. *Invoices and Payments.* Invoices to the Parties shall be submitted by the 15th of each month for the prior month and payment must be made within thirty (30) days from the date of receipt of the invoice.

f. *Pro Rata Share.* The costs associated with Juvenile Case Management Services shall be shared among the Parties on a pro rata basis. For the purposes of this Agreement, “Pro Rata Share” means the proportional share of costs based on the agreed upon figures described herein.

- g. Calculation of Pro Rata Share. The Pro Rata Share for each Party shall be determined by reviewing total cost of the Program and dividing the costs for Juvenile Case Managers by the percentages listed herein, up to the maximum contribution listed for each Party.
7. Payments from Current Revenues and Notice of Non-Appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall provide a minimum of thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.
8. COUNTY Employee; No Joint Employment. The Parties agree that any Juvenile Case Manager hired under this agreement shall be an employee of COUNTY and as such, the hiring, firing, discipline, promotion, benefits, and duties shall fall to COUNTY. As COUNTY employees, they will be remunerated based on the payroll and benefits policies of COUNTY and required to comply with policies and procedures that apply to all COUNTY employees. No joint employment is created by this Agreement.
9. Labor and Employment Expenses. The Juvenile Case Managers shall be employees of the COUNTY. The COUNTY shall perform all necessary duties as the employer. COUNTY has a responsibility to request an increase in budget for these positions when costs for labor and employment increase in order to share such increased costs among the Parties (i.e. an increase in the COUNTY'S annual budget for such staffing does not result in an automatic increase in the amount of funds the CITY, TOWN, and DISTRICT contribute).
10. COUNTY'S Rights and Duties:
- a. The COUNTY will invoice CITY, TOWN, and DISTRICT on a monthly basis for their Pro Rata Share of expenses for the Juvenile Case Managers;
  - b. The Juvenile Case Managers will be COUNTY employees and, as such, will have the sole responsibility for hiring, termination, discipline, promotion, conditions of employment, and all other matters related to such employment.
11. CITY'S Rights and Duties. COUNTY will invoice CITY on a monthly basis for their Pro Rata Share of expenses and the CITY will pay the invoices according to the terms set forth herein.
12. TOWN'S Rights and Duties. COUNTY will invoice TOWN on a monthly basis for their Pro Rata Share of expenses and the TOWN will pay the invoices according to the terms set forth herein.
13. DISTRICT'S Rights and Duties. COUNTY will invoice DISTRICT on a monthly basis for their Pro Rata Share of expenses and the DISTRICT will pay the invoices according to the terms set forth herein.

14. Notices. Whenever a notice is required to be given in writing under the terms of this Agreement, such notices shall either be hand-delivered or mailed via certified mail, return receipt requested, to the Parties at the following addresses:

|                |                                                    |                  |                                                              |
|----------------|----------------------------------------------------|------------------|--------------------------------------------------------------|
| <b>COUNTY:</b> | County Judge<br>2840 HWY 35N<br>Rockport, TX 78382 | <b>CITY:</b>     | City Manager<br>2751 SH 35 Bypass<br>Rockport, TX 78382      |
| <b>TOWN:</b>   | Mayor<br>P.O. Box 1130<br>Fulton, TX 78358         | <b>DISTRICT:</b> | School Board President<br>P.O. Box 907<br>Rockport, TX 78381 |

Any Party may change the address for notices by giving written notice to the other Parties in the manner described herein. It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other Parties.

15. Termination upon Default. Any Party may seek termination of this Agreement upon the default of another Party or Parties. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default. Default shall occur if:

- a. COUNTY fails to employ Juvenile Case Managers or fails to observe and comply with the terms and conditions of this Agreement;
- b. If CITY, TOWN, or DISTRICT fails to timely remit payment for its respective Pro Rata share of expenses;
- c. If a Party is in default of this Agreement and it fails, without just cause and advance notice to the COUNTY, to pay the Subsidy contemplated in this Agreement pursuant to the terms herein, COUNTY shall provide notice to all Parties of such default. Upon notification from COUNTY, all Parties will schedule a meeting between authorized representatives for each Party within ten (10) days.
- d. In the event that the Parties find that this Agreement is no longer in the best interest of their constituents, the Parties may choose to terminate this Agreement and/or to renegotiate its terms.

16. Non-Wavier of Rights or Remedies. Failure of any Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

17. Requests for Information. Requests from one Party to another Party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

18. Indemnification and Tort Claim Act:

a. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY, TOWN and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

b. To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY, TOWN, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

c. To the extent allowed by law, the TOWN agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the TOWN, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

d. To the extent allowed by law, the DISTRICT agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and TOWN harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the DISTRICT, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

e. Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

19. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

20. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Aransas County, Texas.

21. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

22. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

23. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

24. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

25. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties.

26. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year last written below.

**PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT**  
on the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

“COUNTY”  
ARANSAS COUNTY:

\_\_\_\_\_  
Carrie Arrington, County Clerk

\_\_\_\_\_  
C.H. “Burt” Mills, Jr., County Judge

**ADDITIONAL SIGNATURE PAGES FOLLOW**

**PASSED AND APPROVED BY ROCKPORT CITY COUNCIL** on the 13th day of December 2022.

ATTEST:

“CITY”  
CITY OF ROCKPORT:

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Teresa Valdez, City Secretary

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Lowell “Tim” Jayroe, Mayor

**ADDITIONAL SIGNATURE PAGES FOLLOW**

**PASSED AND APPROVED BY FULTON TOWN COUNCIL** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

“TOWN”  
TOWN OF FULTON:

\_\_\_\_\_  
Stephanie Garcia, Town Secretary

\_\_\_\_\_  
Kelli Cole, Mayor

**ADDITIONAL SIGNATURE PAGE FOLLOWS**

**PASSED AND APPROVED BY ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

“DISTRICT”

Aransas County Independent School District

\_\_\_\_\_  
Bonni Randall, Secretary

\_\_\_\_\_  
Kenny Cruzan, President

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 16**

Deliberate and act on approval of an Interlocal Cooperation Agreement between Aransas County, Texas, and the City of Rockport, Texas for the Rockport Center for the Arts public parking facility.

**SUBMITTED BY:** City Manager Vanessa Shrauner

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** Please see the accompanying Interlocal Agreement.

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**FISCAL ANALYSIS:** Upon completion of the project, the City will be solely responsible for the project improvements, including continued maintenance, repairs, and operation of any improvements.

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**RECOMMENDATION:** Staff recommends Council approve the Interlocal, as presented.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
ARANSAS COUNTY, TEXAS, AND THE CITY OF ROCKPORT, TEXAS FOR THE  
ROCKPORT CENTER FOR THE ARTS PUBLIC PARKING FACILITY**

This Interlocal Cooperation Agreement ("Agreement") is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between ARANSAS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY," and the CITY OF ROCKPORT, a Home Rule Charter City, hereinafter referred to as the "CITY," both of which are sometimes referred to collectively herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and,

**WHEREAS**, the CITY is building a new Rockport Center for the Arts facility and was in need of assistance to engineer, acquire a site, and construct a parking lot and related public improvements to ensure adequate public parking for the new Rockport Center for the Arts (the "Project"); and,

**WHEREAS**, the COUNTY applied for and was awarded Community Development Block Grant Disaster Recovery ("CDBG-DR") funds through the Texas General Land Office ("GLO") in *GLO Contract No. 20-065-098-C270* (the "Grant"); and,

**WHEREAS**, the governing bodies of the CITY and the COUNTY desired, and still desire, to foster good will and cooperation between the two entities; and,

**WHEREAS**, the COUNTY previously agreed to assist the CITY with the Project, purchased the real property, administered the grant, hired contractors, and constructed the Parking Lot; and,

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the terms and conditions for the use of Rockport Center for the Arts Public Parking Facility located at 103 North Magnolia St., Rockport, Texas.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Public Benefit. The purpose of this Agreement is to set forth the terms and conditions associated with the use and ownership of the newly constructed Public Parking Facility. The respective governing body of each party finds that the subject of this Agreement is necessary for the benefit of the public; that each party has the legal authority to perform; that the division of cost fairly compensates the performing party under this Agreement; and the performance of this Agreement is in the common interest of both parties.

*Interlocal Cooperation Agreement  
RCA Public Parking Facility – October 2022*

2. Term. This Agreement shall be in effect upon execution by the Parties. Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods corresponding to the beginning of the COUNTY's fiscal year on January 1st, unless either party terminates this Agreement by notifying the other party, in writing, of its desire to terminate this Agreement by September 1st of the fiscal year preceding termination. The term of this Agreement shall automatically end upon completion of the Project and the transfer of ownership to the CITY.

3. COUNTY's Rights and Duties:

- a. Continue to execute any duties it has under the Grant in a timely and efficient manner;
- b. Provide staff to serve as Grant Administrator to help manage the Project;
- c. Administer the GLO CDBG-DR grant, including acting as a repository of all receipts and grant documentation pertinent to the Grant and to furnish such information to the GLO and/or the CITY upon request;
- d. Perform financial duties related to the grant administration, including accepting all Project invoices from the Administrator, engineer, and contractors, process all payments through the County Auditor's office, submit all reimbursements to the GLO, and collect funds through the County Auditor's office;
- e. Serve as the primary contact in all matters pertaining to the Grant and serve as the liaison between itself, CITY, and the GLO;
- f. Provide all grant deliverables to the GLO through its Grant Administrator upon completion and close out the grant.
- g. Report, and if necessary, collect any program income generated by the grant-funded improvements from the CITY and repay the GLO.
- h. Transfer full ownership of the property and Project improvements to the CITY by Special Warranty Deed which is attached hereto as "**Exhibit A.**"

4. CITY's Rights and Duties. The Parties agree that the CITY will perform the following duties:

- a. Promptly comply with all COUNTY requests for information required to fulfill the COUNTY's obligations under the grant;
- b. Cooperate with the COUNTY to obtain any necessary permits and for Project inspections;

*Interlocal Cooperation Agreement  
RC 4 Public Parking Facility – October 2022*

- c. Permit the COUNTY, its Grant Administrator, engineer, and construction contractor full access to the CITY's rights-of-way where grant-funded public improvements are constructed;
- d. Upon Project completion and conveyance to CITY, CITY shall be solely responsible for the Project improvements, including continued maintenance, repairs, and operation of any improvement;
- e. Accept ownership of the Project improvements after construction is concluded;
- f. **Maintain and use the improvements for the purposes for which they are intended, namely as a public parking facility for the Rockport Center for the Arts, for at least fifteen (15) years after the grant is closed by the GLO;**
- g. Establish a pricing structure for any fees collected for use of the parking lot that minimizes the generation of net operating income.
- h. Perform its duty to collect fees.
- i. Any revenue collected by the CITY that exceeds net operating income shall be reported to the COUNTY on an annual basis and, upon COUNTY's request, shall be returned to COUNTY as grant program income within Twenty (20) business days of such request.

5. **Use of Facility and Immediate Default.** **The CITY must maintain and use the improvements for the purposes for which they are intended, namely as a public parking facility for the Rockport Center for the Arts, for at least fifteen (15) years after the grant is closed by the GLO.** If the CITY ceases operating the facility for this purpose during the fifteen (15) year period, it shall be in DEFAULT of this Agreement. In the event of such default, the CITY shall have up to Ten (10) days to cure the default. If CITY does not cure the default, this Agreement shall immediately terminate and CITY shall grant the COUNTY a WARRANTY DEED for ownership of the property and improvements within the next Ten (10) days.

6. **General Provisions for Default, Cures, and Remedies.** In addition to the provision in Paragraph 5, either Party may seek termination of this Agreement upon the default of the other Party. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default. Default shall occur COUNTY or CITY fails to perform its duties or fails to observe and comply with the terms and conditions of this Agreement. The failure of a Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

7. Payments from Current Revenues and Notice of Non-Appropriation. Each party paying for the performance of governmental functions or services must make those payments from current revenues. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the parties at the following addresses:

As to the COUNTY:

County Judge  
2840 HWY 35 N  
Rockport, TX 78382

As to the CITY:

City Manager  
2751 SH 35 Bypass  
Rockport, TX 78382

Each party may change the address for notices by giving written notice to the other party in accordance with the provisions of this paragraph.

9. No Warranty. The Parties further agree that any grant funds provided by the COUNTY are without any warranty of any kind to the CITY or any third party, and the CITY hereby agrees that, to the extent allowed by law, it will defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or for damage to property, arising out of the COUNTY's performance of its duties under this Agreement.

10. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective party shall remain solely the employees, contractors, and agents of that respective party.

11. Indemnification and Tort Claim Act. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Tort Claim Act or other laws.

12. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

13. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Aransas County, Texas.

14. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

15. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

16. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

17. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

18. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

19. Authorization. The undersigned officers and/or agents of the respective party hereto are the properly authorized officials of the party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

*Interlocal Cooperation Agreement  
RCA Public Parking Facility – October 2022*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year last written below.

**“COUNTY”**  
Aransas County, Texas

**“CITY”**  
City of Rockport, Texas

By: [Signature] 10/14/22  
Judge C. H. “Burt” Mills Date  
County Judge

By: \_\_\_\_\_  
Vanessa Shrauner Date  
City Manager



[Signature]  
Carrie Arrington, Aransas County Clerk

ATTEST:

(seal)

\_\_\_\_\_  
Teresa Valdez, City Secretary

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.

### **SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT THIS SPECIAL WARRANTY DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **COUNTY OF ARANSAS, STATE OF TEXAS ("GRANTOR")**, having a mailing address of 2840 Hwy 35 N, Rockport, Texas, and **THE CITY OF ROCKPORT, TEXAS**, a Texas Municipal Corporation, with an address of 2751 State Highway 35 Bypass, Rockport, Texas, 78382 (the **"GRANTEE"**).

**THAT** the **GRANTOR**, in consideration of the sum of Ten and 0/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations from and exceptions to conveyance and warranty listed herein, **GRANTS, SELLS, AND CONVEYS** to **GRANTEE**, its successors, and assigns, the Property, all of **GRANTOR'S** right, title, and interest in and to the real property located in Aransas County, Texas:

Being all of Lot No. TWO (2) in Block ONE (1), RCAD DEPOT SUBDIVISION, City of Rockport, Aransas County, Texas, according to the re-plat thereof recorded in Volume 7, Page 146, Plat Records, Aransas County, Texas, such Property consisting of approximately .557 acres and being more particularly described in the attached "Exhibit A," which is incorporated by reference as if fully set out herein.

Property Address: 105 N. Magnolia, Rockport, Texas 78382 (the "Property").

Together with all hereditaments and appurtenances belonging thereto, located in Aransas County, Texas, **SUBJECT** to all easements, rights-of-way, protective or restrictive covenants, and mineral reservations in the Public Records of Aransas County, Texas.

### **RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. All leases, grants, exceptions, or reservations of coal, lignite, oil, gas, and/or other minerals, together with all rights, privileges, and immunities relating thereto, appear in the Public Records of Aransas County, Texas; and,

2. A Ten Foot (10') Drainage Easement located along the northerly boundary line of the Property recorded under Clerk's File Nos. 229412 and 239768 in the Official Public Records of Aransas County, Texas; and,

3. Subdivision plat of record in Volume 7, Page 146, Plat Records, Aransas County, Texas, and easements shown thereon.

**TO HAVE AND TO HOLD** the above described Property unto the **GRANTEE**, its successors, and assigns, **FOREVER**, and **GRANTOR** does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said Property unto **GRANTEE**, its successors, and assigns, against any person whomsoever, lawfully claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty described herein.

**WITNESS MY HAND**, on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**"GRANTOR"**

County of Aransas, State of Texas

BY: \_\_\_\_\_

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

ATTEST:

(SEAL)

\_\_\_\_\_  
Carrie Arrington,  
Aransas County Clerk

**RETURN DEED TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A"

BEING 0.557 ACRES OF LAND OUT OF A 0.683 ACRE TRACT OF WHAT IS KNOWN AS RAILROAD RESERVE PROPERTY AND SHOWN AS "RESERVE" ALONG THE NORTH LINE OF THE DOUGHTY AND MATHIS DIVISION PLAT AS SHOWN OF RECORD IN VOLUME "E", PAGES 272-273, DEED RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 0.683 ACRE TRACT BEING BOUND ON THE NORTH BY BLOCK NO. 2, OF THE SMITH AND WOOD DIVISION ASFILED OF RECORD IN VOLUME "E", PAGES 272-273, DEED RECORDS OF ARANSAS COUNTY, TEXAS, BOUND ON THE EAST BY MAGNOLIA STREET, ON THE SOUTH BY NORTH STREET, AND BOUND ON THE WEST BY LIVE OAK STREET WITH SAID 0.557 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGIN** at a 5/8" steel rebar found for the Southeast corner of Lot No. 1, Block No. 2 of said Smith and Wood Division and being the **NORTHEAST** corner and **PLACE OF BEGINNING** of this survey;

**THENCE**, Due West along and with the South line of said Block No. 2, Smith and Wood Division and the North line of said Doughty and Mathis Division a distance of 256.0 feet to a 5/8" steel rebar found, for the Southwest corner of Lot No. 16, Block No. 2, Smith and Wood Division and being the **NORTHWEST** corner of this survey;

**THENCE**, Due South along and with the East R.O.W. line of Live Oak Street a distance of 89.72 feet to 5/8" steel rebar found in concrete in the North R.O.W. line of North Street for the **SOUTHWEST** corner of this survey;

**THENCE**, South 70°20'48" East along and with the North R.O.W. line of North Street a distance of 213.95 feet to a 5/8" steel rebar found in concrete in the West R.O.W. line of Magnolia Street for the **SOUTHEAST** corner of this survey;

**THENCE**, North 18°37'57" East along and with the West R.O.W. line of Magnolia Street a distance of 71.42 feet to a 5/8" steel rebar set for the Southeast corner of a 0.126 acre tract out of said 0.683 acre tract and being an **EXTERIOR** corner of this survey;

**THENCE**, Due West a distance of 79.69 feet to a 5/8" steel rebar set for the Southwest corner of said 0.126 acre tract and being an **INTERIOR** corner of this survey;

**THENCE**, Due North along and with the West line of said 0.126 acre tract a distance of 61.0 feet to a 5/8" steel rebar set for the Northwest corner of said 0.126 acre tract and being an **INTERIOR** corner of this survey;

**THENCE**, Due East along and with the North line of said 0.126 acre tract a distance of 100.25 feet to a 5/8" steel rebar set in the West R.O.W. line of Magnolia Street for an **EXTERIOR** corner of this survey;

**THENCE**, North 18°37'57" East along and with the West R.O.W. line of Magnolia Street a distance of 34.83 feet to the **PLACE OF BEGINNING** and containing 0.557 acres of land more or less.

All 5/8" steel rebars set, if any, are capped with "Griffith and Brundrett."

## CITY COUNCIL AGENDA

### Regular Meeting: December 13, 2022

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**AGENDA ITEM: 17**

Deliberate and act on a Resolution authorizing the Chief of Police to execute an agreement with Flock Safety, Inc. for six (6) fixed pole-mounted Automatic License Plate cameras in and around the City.

**SUBMITTED BY:** Police Chief Greg Stevens

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** Automatic License Plate Recognition (ALPR) cameras have been proven to increase public safety and to aid law enforcement in solving crimes of all natures, from minor hit and runs to robberies to homicides. Flock Safety, Inc. is an industry leader in provided ALPR hardware along with software that provides license plate reading technology as well as artificial intelligence capabilities to enhance law enforcement operations.

The six (6) cameras Flock Safety, Inc. will provide, install, and maintain for RPD will be strategically located throughout the City and will monitor only public thoroughfares. This project will provide the RPD with access to statewide databases, and these cameras will also contribute information to those databases.

Funding for this 24-month project, which is \$19,500 for the first year and \$15,000 for the second year, is provided by a grant through the Texas Department of Transportation. If the project proves to be effective and beneficial, the police department may seek to continue and perhaps expand the project through the regular budgetary process in later years.

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**FISCAL ANALYSIS:** No fiscal impact – project is funded through grant funds

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**RECOMMENDATION:** Recommend for approval by Police Chief Greg Stevens

**RESOLUTION NO. 2022 - \_\_****A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO ADD AND OPERATE AN AUTOMATED LICENSE PLATE RECOGNITION PROGRAM(ALPR) ADMINISTERED BY FLOCK SAFETY.**

**WHEREAS**, the Rockport City Council has determined the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the police department in its crime prevention efforts and strategies; and

**WHEREAS**, the Rockport City Council desires to engage the services of Flock Safety, Inc. for acquisition, installation, maintenance, and monitoring of six (6) fixed pole-mounted ALPR cameras; and

**WHEREAS**, funding for this project is available through a Texas Department of Transportation grant; and

**WHEREAS**, the Rockport City Council desires to authorize the Chief of Police to execute a 24-month contract (the "Agreement") attached hereto as EXHIBIT "A" respectively, with Flock Safety, Inc.

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

**Section 1.** Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

**Section 2.** Approval of Agreement

The City Council hereby authorizes and approves the Agreement for the acquisition, installation, maintenance, and monitoring of six (6) ALPR cameras from Flock Safety, Inc. The City Council further authorized the Chief of Police to execute any associated documents necessary to consummate the business relationship.

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

|                                                                   |                                                                            |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Agency:</b> TX – City of Rockport<br><b>Legal Entity Name:</b> | <b>Contact Name:</b> Greg Stevens                                          |
| <b>Address:</b><br>714 E Concho St<br>Rockport, Texas 78382       | <b>Phone:</b> (361) 729-1111<br><b>E-Mail:</b> gstevens@cityofrockport.com |
| <b>Expected Payment Method:</b>                                   | <b>Billing Contact:</b><br>(if different than above)                       |

|                                                                  |                                                                         |
|------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Initial Term:</b> 24 months<br><b>Renewal Term:</b> 24 months | <b>Billing Term:</b> Annual payment due Net 30 per terms and conditions |
|------------------------------------------------------------------|-------------------------------------------------------------------------|

| Name                                                    | Price      | QTY  | Subtotal    |
|---------------------------------------------------------|------------|------|-------------|
| Professional Services - Falcon, Standard Implementation | \$750.00   | 6.00 | \$4,500.00  |
| Falcon Camera                                           | \$2,500.00 | 6.00 | \$15,000.00 |

**(Includes one-time fees)**

Year 1 Total \$19,500.00

Recurring Total: \$15,000.00

Special terms:

- N/A

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: TX – City of Rockport**

|              |              |
|--------------|--------------|
| By: _____    | By: _____    |
| Name: _____  | Name: _____  |
| Title: _____ | Title: _____ |
| Date: _____  | Date: _____  |



## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.3. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.4. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.6 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.7 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.8 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.9 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.10 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.11 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.12 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.13 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.14 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.27 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.28 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

## **2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-

current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 *Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“***Agency Installation Obligations***”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 *Flock’s Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7)

business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's

cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

### 4. CONFIDENTIALITY; AGENCY DATA

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to

protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

**5.1.1 Wing Suite Fees.** For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 **Falcon Fees.** For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30<sup>th</sup> day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency

notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet

service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

**8.4 Indemnity.** The Parties expressly acknowledge that Agency's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by Agency is invalid.

## 9. MISCELLANEOUS

**9.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**9.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**9.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**9.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**9.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**9.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**9.7 Publicity.** Upon prior consent from Agency. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**9.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**9.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:  
EMAIL:





## Customer Implementation Guide: Law Enforcement

### Implementation Timeline

### Implementation Team

### Implementation Service brief: Standard VS Advanced

- Standard Implementation
- Advanced Implementation

### Things to Consider when Picking Locations

### Customer Responsibilities: AC-Powered Cams

### Electrician Handout

- Electrician Installation Steps
- FAQs about AC-Powered Flock Cameras

### Installation Service Brief

### Permitting: Pre-Install Questionnaire

- Timeline
- Right of Way
- AC Power vs. Solar
- Traffic Control & Installation Methods
- Paperwork & Required Forms
- Contacts

### Professional Services Fee Schedule

### Billing

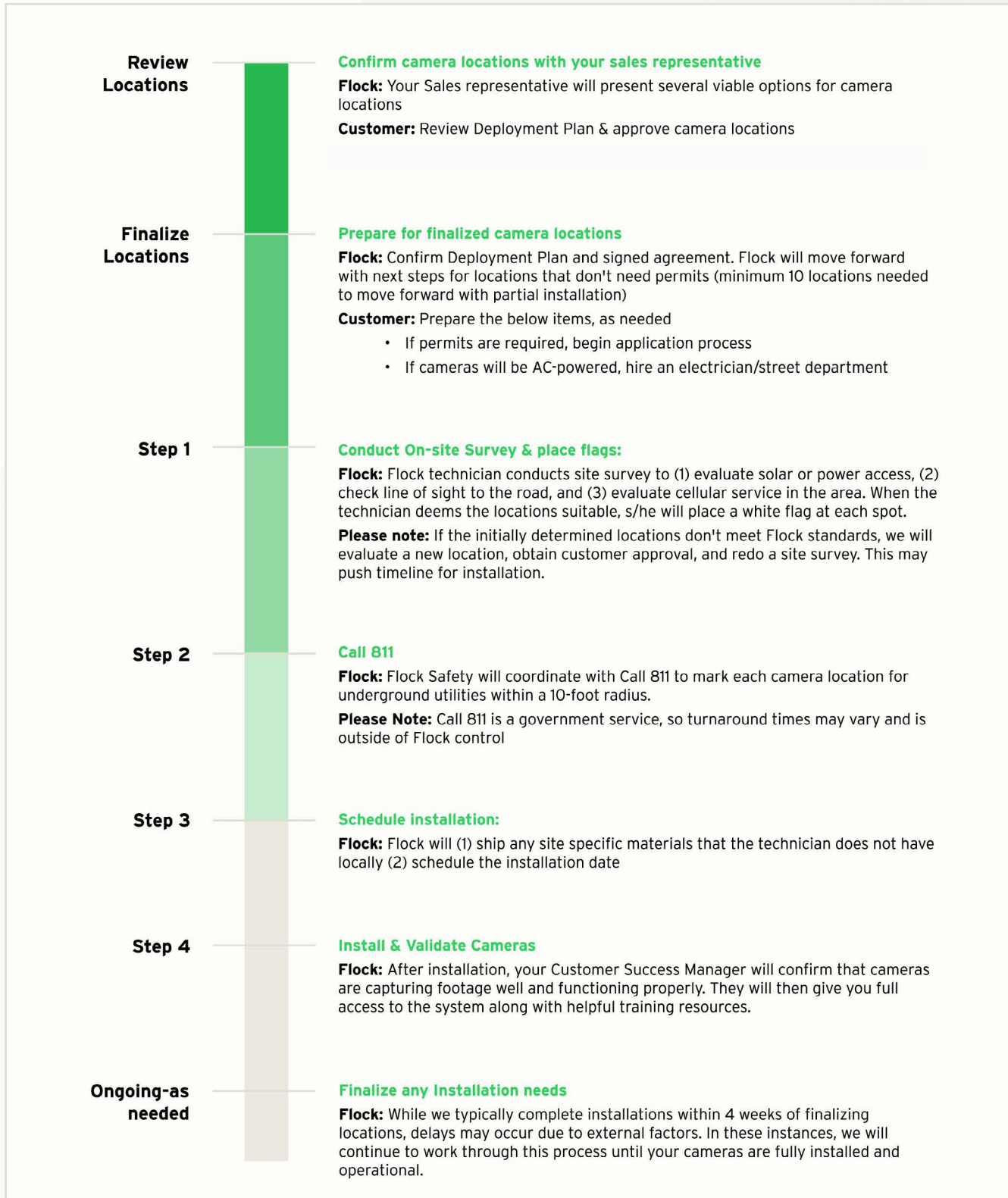
### Help Center

### Customer Support

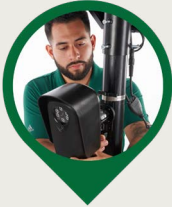


## Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



## Flock Safety Team

| Implementation Team                                                                                                | How they will support you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Manager</b><br>        | <p>Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <ul style="list-style-type: none"> <li>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</li> </ul>                                                                                                                                                                                                                                                                       |
| <b>Field Operations Team</b><br> | <ul style="list-style-type: none"> <li>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li><b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul> |

| Relationship Team                                                                                                      | How they will support you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Customer Success Manager</b><br> | <p>Your <b>Customer Success Manager</b> is your <b>strategic partner</b> for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> <li>Set up Account Training</li> <li>Understand benefits of features</li> <li>Learning best practices for getting relevant data</li> <li>Identifying opportunities to expand the security network in your area</li> <li>Provide feedback on your partnership with Flock</li> </ul> |

| Relationship Team                                                                                                | How they will support you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Flock Safety Support</b><br> | <p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To <b>get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> Support can help you:</p> <ul style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul> |

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

| Outside Party                                                       | When they may be involved                                                                                                                    |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Electrician/Street Department</b>                                | If your Flock Safety cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| <b>Public Works (LE)</b>                                            | To weigh in on the use of public Rights of Way or property                                                                                   |
| <b>Department of Transportation (DOT), City, or County agencies</b> | If installation in your area requires permitting                                                                                             |

## Implementation Service brief: Standard VS Advanced

### Standard Implementation

**Cost** = \$350 / camera (one time cost)

#### Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

**Not included in scope:**

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

## Advanced Implementation

**Cost** = \$750 / camera (one time cost)

**Included in scope:** Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
    - **Pole Options - Northern and Coastal**
    - **Pole Options - Non-Winterized, Non-Coastal**
    - **Pole Options - Georgia**
    - **Pole Options - Texas**
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

**Not included in scope:**

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



## Things to Consider when Picking Locations

### Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. **\*\*NOTE\*\*** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
  - They should be mounted one per pole\*. If using AC power, they can be mounted 2 per pole.
    - \*Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
  - They can be powered with solar panels or direct wire-in AC Power (no outlets). **\*\*NOTE\*\*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
  - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

### Solar Panels

- Solar panels need unobstructed southern-facing views.

### Pole

- If a location requires a “DOT Pole” (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

## Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

# flock safety

Let's defeat crime together

## Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process



## How to Get Started with a Powered Install

### 1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

### 2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

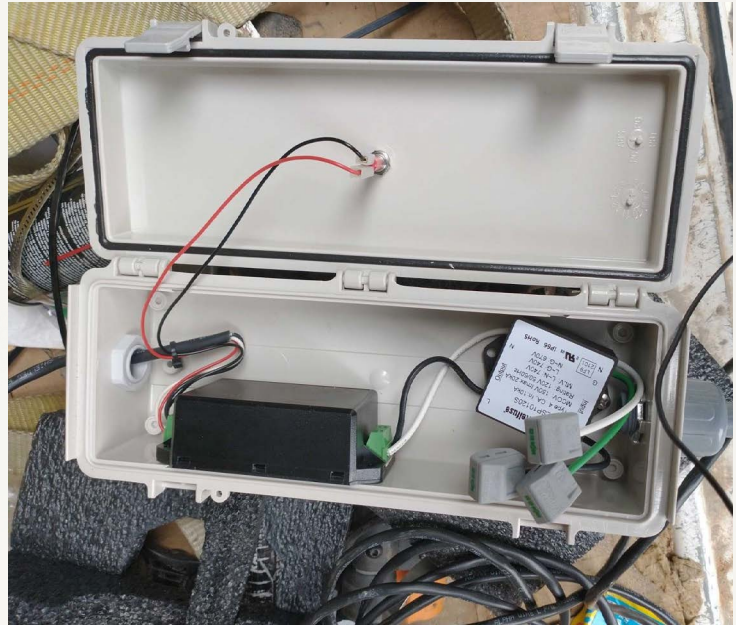
# flock safety

Visit [flocksafety.com/power-install](https://www.flocksafety.com/power-install) for the complete plan, FAQs & to get started!

## Electrician Handout

### Electrician Installation Steps

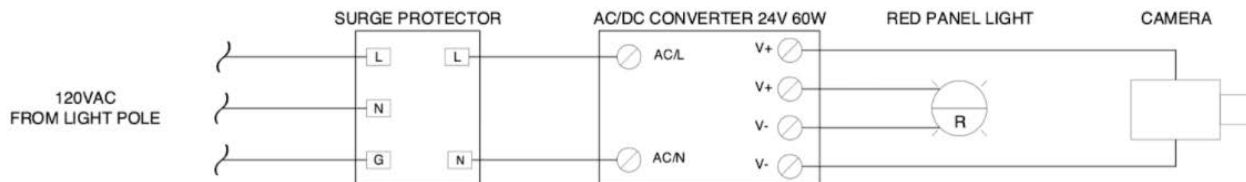
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



## FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
  - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



## Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What is covered by Flock                                      | What is NOT covered by Flock                                      | Special note                                                   |
|---------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|
| Flock Cameras & Online Platform                               | Traffic Control and any associated costs                          |                                                                |
| Mounting Poles                                                | *DOT Approved Pole cost<br>Electrician & ongoing electrical costs |                                                                |
| AC Power Kit (as needed)                                      | Engineering Drawings                                              |                                                                |
| Solar Panels (as needed)                                      | Relocation Fees                                                   | <i>Excluding changes during initial installation</i>           |
| Site Surveys and Call 811 Scheduling                          | Contractor licensing fees                                         |                                                                |
| Installation Labor Costs                                      | Permit application processing fees                                |                                                                |
| Customer Support / Training                                   | Specialist mounting equipment                                     | <i>Including, but not limited to, **MASH poles or adapters</i> |
| Cellular Data Coverage                                        | Bucket trucks                                                     |                                                                |
| Maintenance Fees (review <b>Feews Sheet</b> for more details) | Loss, theft, damage to Flock equipment                            |                                                                |
| Data storage for 30 days                                      | Camera downtime due to power outage                               | <i>Only applicable for AC-powered cameras</i>                  |
|                                                               | ***Field Technician Maintenance for Falcon™ Flex                  |                                                                |

\*If a location requires a “DOT pole” (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased discounted price of \$1500

## Permitting: Pre-Install Questionnaire

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Flock Safety can provide assistance during the permitting process (guidance on required paperwork, who to contact, etc.), but the timeline will be dependent on the customer completing the permitting process.

### 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

### 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?

- Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- The customer is responsible for submitting the permits.
- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Traffic Department

## Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

## Billing

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



## Help Center

Our **Help Center** is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?**

**How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?**

**How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?** (National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

**How do I reset my / another user's password?**

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any "How-To" questions you may have.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

---

**AGENDA ITEM: 18**

Conduct a Public Hearing to consider a request for a Conditional Use Permit to allow fifteen (15) RV Sites along with related structures incidental to the RV Park use, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District) The original request was to allow the use of a campground with 83 sites for RVs, 20 sites for tents and a public bathhouse and laundry room.

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

**APPROVED FOR AGENDA:** TV

---

**BACKGROUND:** Property owner, Michael Rains wishes to reinstate the 15 RV sites previously utilized on the property. He had originally submitted a request for 83 RV sites with 20 campsites, bathhouse, and laundry for future development; however, Mr. Rains states he will re-submit at a future date for the upgrades. Modifying the request to the original 15 sites does not exclude conformance to Chapter 118, Section 24.2.14 Regulation of Recreational Vehicle (RV) Parks as conformance to the regulations will be required.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, October 29, 2022 edition and mailed out to five (5) property owners within a 200-foot radius of the property. No letters For and Four (4) Letters Against the request have been received at this time.

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

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** No action required. Public hearing only.



## PUBLIC HEARING

### Planning & Zoning Commission and City Council

**NOTICE** is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, November 14, 2022 at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 13, 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 campground with 83 sites for RVs, 20 sites for tents and a public bathhouse and laundry room, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1<sup>st</sup> Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of November 14, 2022 and the City Council Agenda of December 13, 2022, and posted on the City's website [www.cityofrockport.com](http://www.cityofrockport.com).

Public participation is valued and citizens wishing to express their views during the Public Hearings 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 Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council Meeting. The comments will be read and summarized in the minutes of the meetings.

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

**POSTED** the 26<sup>th</sup> day of October 2022 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

**PUBLISHED** in *The Rockport Pilot* in the Saturday, October 29, 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, December 13, 2022**

---

**AGENDA ITEM: 19**

Conduct a Public Hearing to consider a request from Manuel Angel Estrada for permanent closure/abandonment/vacation of a 20' alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** Manuel Angel Estrada is requesting the permanent closure, abandonment, and vacating of a 20' wide alley lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas. Mr. Estrada owns property abutting both sides of the 20' wide alley.

The Public Works and Building and Development Departments have evaluated the request and state that granting the petition will have no negative impact on current or expected future utilities, transportation needs, or development.

---

**FISCAL ANALYSIS:** The 20-foot alley is appraised at \$\_\_\_\_\_. See the accompanying appraisal for more detail.

---

**RECOMMENDATION:** Public hearing - not an action item.



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## PUBLIC HEARING

### Rockport City Council

**NOTICE** is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, December 13, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request from Manuel Angel Estrada for permanent closure/abandonment/vacation of a 20' alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas.

The City encourages citizens to participate and make their views known at this Public Hearing. For further information on this request please contact the City Secretary at (361) 729-2213. 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 e-mail [tvaldez@cityofrockport.com](mailto:tvaldez@cityofrockport.com) for further information. Braille is not available.

**POSTED:** this the 16<sup>th</sup> day of November 2022, by 5:00 p.m., on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

**PUBLISHED:** in *The Rockport Pilot* in the Saturday, November 19, 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, December 13, 2022**

---

**AGENDA ITEM: 20**

Conduct a Public Hearing to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** Don Buttrum is requesting the permanent closure, abandonment, and vacating of a 40' wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre. Mr. Buttrum owns property on both sides of the 40' wide alley and is looking to develop the property and create a shopping and housing project.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Public Hearing only.



---

## PUBLIC HEARING

### Rockport City Council

**NOTICE** is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, December 13, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas.

The City encourages citizens to participate and make their views known at this Public Hearing. For further information on this request please contact the City Secretary at (361) 729-2213. 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 e-mail [tvaldez@cityofrockport.com](mailto:tvaldez@cityofrockport.com) for further information. Braille is not available.

---

**POSTED:** this the 16<sup>th</sup> day of November 2022, by 5:00 p.m., on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

---

**PUBLISHED:** in *The Rockport Pilot* in the Saturday, November 19, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

A handwritten signature in blue ink, which appears to read "Teresa Valdez", is written over a horizontal line. Below the line, the text "Teresa Valdez, City Secretary" is printed.

Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

---

**AGENDA ITEM: 21**

Conduct a Public Hearing to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** Don Buttrum is requesting the permanent closure, abandonment, and vacating of a 40' wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres. Mr. Buttrum owns property on both sides of the 40' wide alley and is looking to develop the property and create a shopping and housing project.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Public Hearing only.

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## PUBLIC HEARING

### Rockport City Council

---

**NOTICE** is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, December 13, 2022, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request from Don Buttrum for permanent closure/abandonment/vacation of a 40' wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas.

The City encourages citizens to participate and make their views known at this Public Hearing. For further information on this request please contact the City Secretary at (361) 729-2213. 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 e-mail [tvaldez@cityofrockport.com](mailto:tvaldez@cityofrockport.com) for further information. Braille is not available.

---

**POSTED:** this the 16<sup>th</sup> day of November 2022, by 5:00 p.m., on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

---

**PUBLISHED:** in *The Rockport Pilot* in the Saturday, November 19, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

---

**AGENDA ITEM: 22**

Deliberate and act on the first reading of an Ordinance authorizing the closing, vacating and abandonment of a 20-foot alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 20-foot wide alleyway to be closed, vacated and abandoned; and providing for an effective date.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** Manuel Angel Estrada is requesting the permanent closure, abandonment, and vacating of a 20-foot wide alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas. The Public Works and Building and Development Departments have evaluated the request and state that granting the petition will have no negative impact on current or expected future utilities, transportation needs, or development.

Per City Ordinance No. 1092 “Public Way Closure Policy” an appraisal is required and **has not been received**. Staff has published notification and scheduled the Public Hearing to move the process along as quickly as possible. According to the Ordinance: “Upon close of the public hearing, Council shall either grant or deny the request by petitioner. Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or **continued on the agenda to any subsequent City Council meeting**.”

For additional information see attached Ordinance No. 1092 and the Petition from Manual Angel Estrada.

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**FISCAL ANALYSIS:** The City has not received the appraisal for the 0.069 acre of land, being a 20-foot wide alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition.

---

**RECOMMENDATION:** Staff recommends Council **postpone until the appraisal is received** the first reading of the Ordinance authorizing the closing, vacating and abandonment of a 20-foot wide alleyway lying between Lots 1-3 and Lots 9-11, Block 108, Manning Addition, City of Rockport, Aransas County, Texas, according to the Plat Recorded in Volume 1, Page 7, Plat Records of Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 0.069 acre to be closed, vacated and abandoned; and providing for an effective date.

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CLOSING, VACATING AND ABANDONMENT OF 0.069 ACRE OF LAND BEING A 20-FOOT WIDE ALLEYWAY LYING BETWEEN LOTS 1 THROUGH 3 AND LOTS 9 THROUGH 11, BLOCK 108, MANNING ADDITION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 7, PLAT RECORDS OF ARANSAS COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH VACATION AND ABANDONMENT; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE 0.069 ACRE TO BE CLOSED, VACATED AND ABANDONES; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Rockport, Texas is a Home-Rule City incorporated and operating under the laws of the State of Texas, which has the authority under its Charter and Chapter 282 and 253 of the Local Government Code, as amended, to close, vacate and abandon municipal rights-of-way, streets or alleys, by ordinance, when such action is in the best interest of and serves the public purpose; and

**WHEREAS**, the City of Rockport has received a request from the abutting property owner Manuel Angel Estrada for the City to close, vacate and abandon the 0.069 acre of land being a 20-foot wide alleyway lying between Lots 1 through 3 and Lots 9 through 11, in Block 108, Manning Addition, Rockport, Aransas County, Texas; and

**WHEREAS**, the property owner is the sole property owner abutting the 0.069 acre, such that there are no other abutting property owners to be notified of the vacation and abandonment; and

**WHEREAS**, the City Manager and Public Works Department have reviewed the requested vacation and abandonment of 0.069 acre of land being a 20-foot wide alleyway lying between Lots 1 through 3 and Lots 9 through 11, in Block 108, Manning Addition, Rockport, Aransas County, Texas, and the sale of the 0.069 acre of land to Manuel Angel Estrada; and the City Council now finds that the utilities currently existing, or that will exist in the future, if any, in the area of the unopened street and/or public right-of-way will be sufficiently protected by being either relocated or placed into easements, and that the utility companies serving the area including and surrounding the right-of-way have determined that their utilities, if existing, will also be sufficiently protected by the same means; and

**WHEREAS**, the City of Rockport did cause to be published a Notice in the official newspaper of the City on Saturday, November 19, 2022, advising of a Public Hearing to be held on Tuesday, December 13, 2022, at 6:30 p.m. at the Rockport Service Center; and

**WHEREAS**, the City Council of the City of Rockport, Texas, finds and declares that it is in the best interest of all citizens of the City of Rockport, Texas that the 0.069 acre of land being a 20-foot wide alleyway lying between Lots 1 through 3 and Lots 9 through 11, in Block 108, Manning Addition, Rockport, Aransas County, Texas, be vacated and abandoned and sold to Manuel Angel Estrada for fair market value and deposited in the street maintenance fund, as required by state law.

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

**Section 1:** That the identified 0.069 acre of land being a 20-foot wide alleyway lying between Lots 1 through 3 and Lots 9 through 11, in Block 108, Manning Addition, Rockport, Aransas County, Texas, on Exhibit “A,” attached hereto and made a part of this Ordinance for all purposes, be, and the same is hereby closed, abandoned and vacated insofar as the right, title or interest of the public is concerned.

**Section 2:** That said 0.069 acre of land being a 20-foot wide alleyway lying between Lots 1 through 3 and Lots 9 through 11, in Block 108, Manning Addition, Rockport, Aransas County, Texas is not needed for public roadway purposes and it is in the public interest of the City of Rockport to close, abandon and vacate said described portion of the street and/or public right-of-way for use as roads and roadways.

**Section 3:** That the 20-foot wide alley in Block 108, Manning Addition, from the north line of Third Street to the southeasterly right-of-way line of Lot 11 and southwesterly right-of-way line of Lot 3, Manning Addition to be closed, abandoned and vacated, as shown by the survey and metes and bounds attached hereto as Exhibit “A” and made a part hereof for all purposes, be deeded by quitclaim deed to Manuel Angel Estrada.

**Section 4:** That the Mayor is hereby authorized and directed to convey and transfer by quitclaim deed the 20-foot wide alley in Block 108, from the north line of Third Street to the southeasterly right-of-way line of Lot 11 and southwesterly right-of-way line of Lot 3, Manning Addition, City of Rockport, Aransas County, Texas, that is to be closed, abandoned and vacated for the fair market value of the street, which is the interest of the City of Rockport, Texas, in and to the said streets and/or public rights-of-ways, except for any past, present, or future utility easement belonging to the City.

**Section 5:** That the closing, vacation, abandonment and transfer provided for herein shall extend only to the public right and title in and to the tract of land described in this Ordinance and shall be construed only to that interest the governing body of the City of Rockport may legally and lawfully close, abandon, vacate and convey.

**Section 6:** That the consideration for said transfer to Manuel Angel Estrada shall be deposited in the street maintenance fund of the City of Rockport as is required by provisions of the state law as set forth in the Local Government Code, Section 253.001, as amended.

**Section 7:** Any previously adopted ordinances, and any subsequent amendments to them, that conflict with this Ordinance are all hereby repealed.

**Section 8:** If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**Section 9:** This ordinance shall become effective upon adoption on second reading by the Rockport City Council.

**APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**APPROVED, PASSED and ADOPTED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

---

Teresa Valdez, City Secretary

**FIELD NOTES  
EXHIBIT "A"**

**BEING THE DESCRIPTION OF A 20.0 FOOT WIDE ALLEYWAY LYING BETWEEN LOT NOS. 1 THROUGH 3 AND LOT NOS. 9 THROUGH 11, BLOCK NO. 108, MANNING ADDITION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECODED IN VOLUME 1, PAGE 7, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 0.069 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:**

**BEGIN** at a point in the South R.O.W. line of Third Street and being the Northwest corner of Lot No. 1, Block No. 108 and being the **NORTHEAST** corner and **PLACE OF BEGINNING** of this description:

**THENCE**, South 20°00'00" West along and with the West boundary of said Lot Nos. 1 through 3, Block No. 108, a distance of 150.0 feet to a point for the Southwest corner of said Lot No. 3, Block No. 108, and being the **SOUTHEAST** corner of this description;

**THENCE**, North 70°00'00" West and crossing said alley way distance of 20.0 feet to a point in the Southeast corner of Lot No. 11, Block No. 108 and being the **SOUTHWEST** corner of this description;

**THENCE**, North 20°00'00" East and crossing said Lot Nos. 11 through 9 a distance of 150.00 feet to a point in the South R.O.W. line of Third Street and being the **NORTHWEST** corner of this description;

**THENCE**, South 70°00'00" East along and with the South R.O.W. line of Third Street a distance of 20.0 feet to the **PLACE OF BEGINNING** and containing 0.069 acres or 3000 square feet of land more or less.

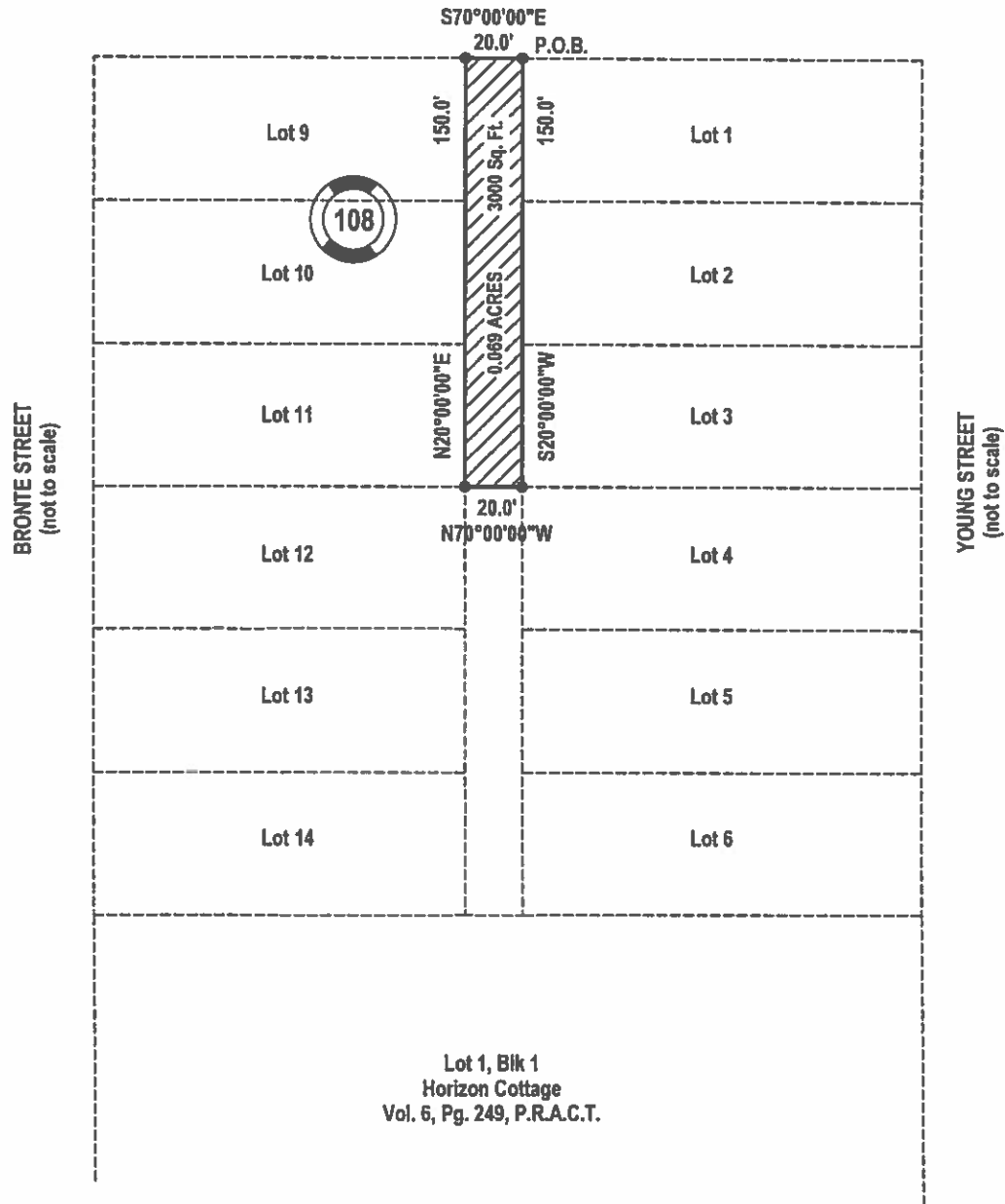
**SEE ACCOMPANYING EXHIBIT "B"**  
**FILENAME: 221018d22**

221018d1fn

## EXHIBIT "B"



THIRD STREET (Not Improved)  
100' R.O.W.



\*\*\*See Accompanying Field Note Description Exhibit "A"

**Griffith & Brundrett**  
Surveying & Engineering Inc.  
411 S. Pearl St., P.O. Box 2322  
Rockport, Texas 78381  
361-729-6479  
361-729-7933  
jerryb@gbsurveyor.com  
www.gb-surveyor.com

20.0' WIDE ALLEYWAY EMBRACING 0.069 ACRES OF LAND  
LOCATED BETWEEN LOT NOS. 1-3 AND 9-11, BLOCK NO. 185, MANNING ADDITION  
CITY OF ROCKPORT, VOLUME 1, PAGE 7, PLAT RECORDS ARANSAS COUNTY, TEXAS.

Filename: 221018d2

SCALE 1" = 50'

OCTOBER 18, 2022

10/03/2022  
(Date)

The Honorable Mayor and City Council  
c/o City Secretary Teresa Valdez  
City of Rockport  
2751 SH 35 Bypass  
Rockport, TX 78382

RECEIVED

OCT 19 2022

CITY SECRETARY

RE: Petition for closure, abandonment and vacating of Alleyway

Dear Mayor and Council Members:

We, the undersigned petitioners, respectfully request that the undeveloped

Alleyway Between Lot 1-3 & 9-11 Mannig Block  
(description of property to be vacated, closed, abandoned) 108 City of Rockport TX 78382

be closed, abandoned, and vacated. The requested section to be closed is more particularly described

in the attached survey and metes and bounds description. The petitioners are the only property owners

abutting the requested closure.

If approved, this request will build a Meat Market and Restaurant  
(describe reason for request and how it will benefit petitioners)  
in between Lots 1-3 & 9-11

The closure will/will not affect any existing utilities.  
(select one)

**Petitioner No. 1**

Manuel Angel Estrada  
(Printed Name of Owner)

Manuel A Estrada  
(Signature of Owner)

10/03/2022  
(Date Signed)

**Physical Address of Property:**

1704-1712 Hwy 35 South  
Rockport, TX 78382

**Mailing Address of Owner:**

1001 Hardee St.  
Rockport TX 78382

**Petitioner No. 2**

\_\_\_\_\_  
(Printed Name of Owner)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date Signed)

**Physical Address of Property:**

\_\_\_\_\_  
Rockport, TX 78382

**Mailing Address of Owner:**

\_\_\_\_\_  
\_\_\_\_\_

**Petitioner No. 3**

---

(Printed Name of Owner)

---

(Signature of Owner)

---

(Date Signed)

**Physical Address of Property:**

---

Rockport, TX 78382

**Mailing Address of Owner:**

---

---

**Petitioner No. 4**

---

(Printed Name of Owner)

---

(Signature of Owner)

---

(Date Signed)

**Physical Address of Property:**

---

Rockport, TX 78382

**Mailing Address of Owner:**

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**FIELD NOTES  
EXHIBIT "A"**

**BEING THE DESCRIPTION OF A 20.0 FOOT WIDE ALLEYWAY LYING BETWEEN LOT NOS. 1 THROUGH 3 AND LOT NOS. 9 THROUGH 11, BLOCK NO. 108, MANNING ADDITION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECODED IN VOLUME 1, PAGE 7, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 0.069 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:**

**BEGIN** at a point in the South R.O.W. line of Third Street and being the Northwest corner of Lot No. 1, Block No. 108 and being the **NORTHEAST** corner and **PLACE OF BEGINNING** of this description:

**THENCE**, South 20°00'00" West along and with the West boundary of said Lot Nos. 1 through 3, Block No. 108, a distance of 150.0 feet to a point for the Southwest corner of said Lot No. 3, Block No. 108, and being the **SOUTHEAST** corner of this description;

**THENCE**, North 70°00'00" West and crossing said alley way distance of 20.0 feet to a point in the Southeast corner of Lot No. 11, Block No. 108 and being the **SOUTHWEST** corner of this description;

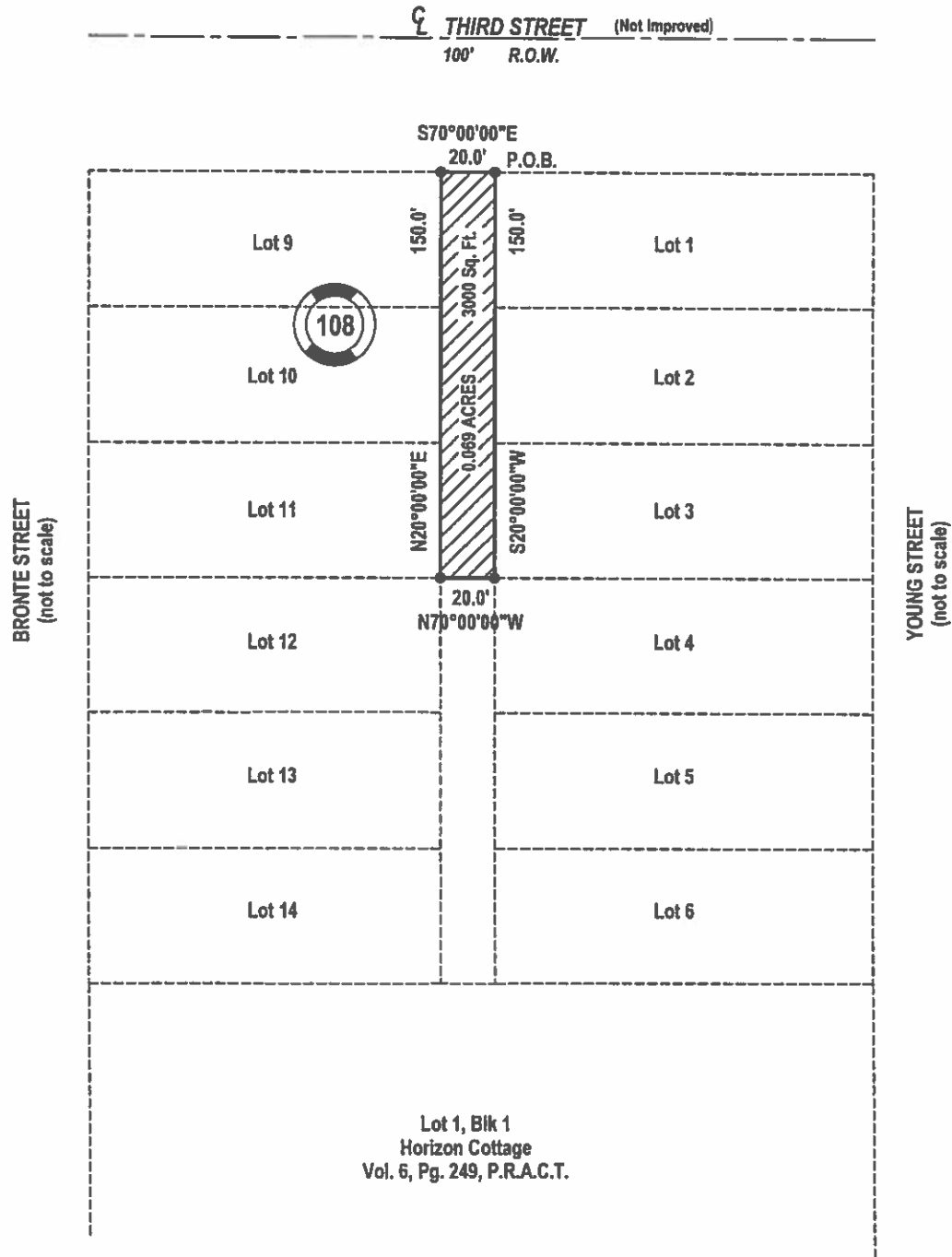
**THENCE**, North 20°00'00" East and crossing said Lot Nos. 11 through 9 a distance of 150.00 feet to a point in the South R.O.W. line of Third Street and being the **NORTHWEST** corner of this description;

**THENCE**, South 70°00'00" East along and with the South R.O.W. line of Third Street a distance of 20.0 feet to the **PLACE OF BEGINNING** and containing 0.069 acres or 3000 square feet of land more or less.

**SEE ACCOMPANYING EXHIBIT "B"**  
**FILENAME: 221018d22**

221018d1fn

## EXHIBIT "B"



\*\*\*See Accompanying Field Note Description Exhibit "A"

**ORDINANCE NO. 1092**

**AN ORDINANCE ESTABLISHING A POLICY AND PROCEDURE FOR CITIZENS TO REQUEST THE ABANDONING, ALTERING, CLOSING OR VACATING OF STREETS, ALLEYS AND OTHER PUBLIC WAYS OR PORTIONS THEREOF; ESTABLISHING ADMINISTRATIVE FEES TO BE PAID BY PETITIONERS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

- WHEREAS,** the City Council of the City of Rockport, Texas, has the power to establish, construct, alter, close, vacate and abandon public streets, alleys and other public ways to the City; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper to establish a policy and a procedure whereby persons may initiate, by petition, a request for the City to proceed in the exercise of said powers by the City where such is not deemed necessary for future use; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper that any person or persons requesting by petition that the City consider and exercise said powers regarding street, alleys and other public ways, should give notice of such request, provide certain other documents, and pay the expenses associated with the request:

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

**Section 1. AMENDMENT AND ADDITION OF POLICY TO CHAPTER 86**

Article IV of Chapter 86, "Streets, Sidewalks and Other Public Places," is amended by creating "Division 1. - Generally" from existing Sections 86-76 through 86-80; and by adding "Division 2. - Public Ways Closure Policy," Sections 86-85 through 86-95, as follows:

**ARTICLE IV. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

**DIVISION 1. GENERALLY**

(No change to §§ 86.76 through 86-80)

**DIVISION 2. PUBLIC WAY CLOSURE POLICY**

**Sec. 86-85. Policy.** No street, alley or other public way, or portion thereof, shall ever be closed, narrowed or vacated if doing so would result in a violation of or be in conflict with the City of Rockport's land development codes, or otherwise be contrary to the best interest of the public, considering all reasonable future use of such street, alley or other public way. Any petitioner requesting a street, alley or other public way, or portion thereof, be closed, narrowed or vacated must comply with all the following sections of this policy, but such shall constitute only a request and not be permitted except pursuant to the provisions hereof.

**Sec. 86-86. Petition Required.** Any person or persons (herein "petitioner") desiring to have the City Council exercise its powers regarding the closing, narrowing or vacating of streets, alleys or other public ways, or portions thereof, must file with the City Secretary a petition, on a form acceptable by the City, directed to the City Council requesting that such action be taken. The petition must be signed and acknowledged by all current owners of property abutting the street, alley or public way or portion thereof sought to be closed. The petitioner may not rely solely on the most recent county certified tax rolls to determine the current names

and addresses of all abutting property owners. A list of the owners' names and addresses of all property abutting the street, alley, public way or portion thereof that is the subject of the petition must be attached to the petition. The City may require the petitioner to provide copies of documents filed in the Aransas County Deed Records to evidence the current abutting owners. The petition shall not be accepted unless and until all requirements of this policy have been met and the City is satisfied that all current abutting property owners have signed the petition. Upon acceptance, the City Secretary shall provide copies of the petition to the City Manager and all other City staff or officials whom the City Manager directs.

**Sec. 86-87. Fee.** Upon the filing of a petition with the City Secretary, an administration fee shall be paid to the City in an amount equal to Fifty and No/100 Dollars (\$50.00) for the first one hundred feet (100') linear length of affected property and Ten and No/100 Dollars (\$10.00) for each thirty-five feet (35') of affected length, or portion, thereafter.

**Sec. 86-88. Survey Required.** For a petition to be accepted, petitioner must provide a survey or plat, together with a typed legal description, of the street, alley or other public way, or portion thereof, sought to be abandoned, altered, closed or vacated and the property abutting thereon, prepared by a licensed land surveyor. The costs of the survey or plat shall be paid by the petitioner.

**Sec. 86-89. Review by City Staff.** The City staff shall review the request as to the impact on utilities, drainage and/or the future traffic needs and circulation, and shall issue a report to the City Secretary and City Manager, outlining the staff's findings and its recommendation for consideration by the City Council. A staff report finding no objection to the request shall not bind the City Council to grant the petition, and is as such only advisory upon the Council.

**Sec. 86-90. Notice of Public Hearing on the Petition.** After receipt of the staff report, the City Secretary shall cause a public hearing to be set on this petitioner's request. Notice of such public hearing on the petition must be given by publication in the official newspaper of the City no more than thirty (30) days nor fewer than fifteen (15) days proceeding the date of that set for public hearing on the proposed request. Such notice shall fairly state the action requested giving a description of the property or street affected.

**Sec. 86-91. Appraisal.** The City Manager or the City Council may, at any time, request and obtain an independent appraisal of the value of the property sought by petitioner to be closed, narrowed or abandoned. Such appraisal may be used to determine what consideration, if any, may be required to be paid by petitioner or anyone else to be benefited by the petitioner's request, should final action be taken by the City Council pursuant to this policy.

**Sec. 86-92. Public Hearing.** The City Council shall hear evidence as to the reasons why such street, alley, public way or portion thereof should or should not be abandoned, altered, vacated or closed. The City Council may adjourn or continue the public hearing as it alone deems necessary and in the best interest of the public. Upon close of the public hearing, the Council shall either grant or deny the request by petitioner.

Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or continued on the agenda to any subsequent City Council meeting.

**Sec. 86-93. Passage of Ordinance.** The Council may grant the petition only by adoption of an ordinance, pursuant to its Charter. However, a three-fourths (3/4) majority of votes of the City Council shall be necessary to adopt an ordinance to abandon, alter, vacate or close the street, alley, public way or portion thereof.

**Sec. 86-94. Conditions Precedent to Granting of Petition.**

- a) The Council shall determine what consideration, if any, shall be paid by the abutting property owners, pursuant to Chapter 272 of the Local Government Code, which may be equal to or less than the fair market value as determined by recent City appraisal obtained pursuant to this policy.
- b) The Council may retain utility and/or drainage easements across those portions of the street, alley or other public way, or portion thereof, if it deems such reservation necessary.
- c) The Council may require written verification from any or all franchised utilities, including but not limited to electric, gas, telephone or cable, evidencing such utilities' current or

anticipated future use of the street, alley or other public way sought to be closed, narrowed or vacated.

- d) Prior to granting the petition, the Council may require all the abutting property owners to execute with the City a written agreement accepting any and all Council-imposed conditions required pursuant to this section.
- e) Prior to granting the petition, the Council may require all abutting property owners to execute with the City a written agreement between themselves, stating what interest each claims or will claim, if any, in the underlying fee simple, should the petition be later granted.

**Sec. 86-95. City May Act Without Petition.** Nothing herein shall be construed so as to limit the City of Rockport's right to close, narrow or abandon any dedicated street, alley, public way or portion thereof in the valid exercise of its police power.

## **Section 2. REPEALER**

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

## **Section 3. NO RETROACTIVE EFFECT**

The adoption of this policy shall not alter or affect any previous acts or actions that may have been taken by the City Council of the City of Rockport regarding prior street or alleyway closures, it being intended that such policy be prospective and operate only as to future requests made to the City of Rockport to close narrow or abandon any street, alley or other public way.

## **Section 4. SEVERABILITY**

If any provision, section, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this ordinance are declared severable for that purpose.

## **Section 5. EFFECTIVE DATE**

This ordinance shall be in full force and effect as soon as all necessary publication requirements have been met.

**PASSED AND APPROVED** on first reading this 13<sup>th</sup> day of JULY 1999.

**CITY OF ROCKPORT, TEXAS**

  
Glenda Burdick, Mayor

**ATTEST:**

  
Irma G. Parker, City Secretary

PASSED, APPROVED AND ADOPTED on second and final reading this 27<sup>th</sup> day of JULY 1999.

CITY OF ROCKPORT, TEXAS

  
Glenda Burdick, Mayor

ATTEST:

  
Irma G. Parker, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 23**

Deliberate and act on first reading of an Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision; being 0.893 acre, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 40-foot wide platted, unimproved right-of-way to be closed, vacated and abandoned; and providing for an effective date.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** Don Buttrum is requesting the permanent closure, abandonment, and vacating of a 40-foot wide platted, unimproved right-of-way located between Blocks 21-22, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas. The Public Works and Building and Development Departments have evaluated the request and state that granting the petition will have no negative impact on current or expected future utilities, transportation needs, or development.

Per City Ordinance No. 1092 “Public Way Closure Policy” an appraisal is required and **has not been received**. Staff has published notification and scheduled the Public Hearing to move the process along as quickly as possible. According to the Ordinance: “Upon close of the public hearing, Council shall either grant or deny the request by petitioner. Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or **continued on the agenda to any subsequent City Council meeting**.”

For additional information see attached Ordinance No. 1092 and the Petition from Don Buttrum.

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**FISCAL ANALYSIS:** The City has not received the appraisal for the 0.893 acre of land, being a 40-foot wide platted, unimproved right-of-way located between Blocks 21-22, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas.

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**RECOMMENDATION:** Staff recommends Council **postpone until the appraisal is received** the first reading of the Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 21-22, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas, according to the Plat Recorded in Volume 1, Pages 3 & 4, Plat Records of Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 0.893 acre to be closed, vacated and abandoned; and providing for an effective date.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CLOSING, VACATING AND ABANDONMENT OF 0.893 ACRE OF LAND BEING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN BLOCKS 21 AND 22, T.P. MCCAMPBELL SUBDIVISION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGES 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH VACATION AND ABANDONMENT; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE 0.893 ACRE TO BE CLOSED, VACATED AND ABANDONES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Rockport, Texas is a Home-Rule City incorporated and operating under the laws of the State of Texas, which has the authority under its Charter and Chapter 282 and 253 of the Local Government Code, as amended, to close, vacate and abandon municipal rights-of-way, streets or alleys, by ordinance, when such action is in the best interest of and serves the public purpose; and

**WHEREAS**, the City of Rockport has received a request from the abutting property owner Don Buttrum, Registered Agent, President & Director of D&R Self Storage, for the City to close, vacate and abandon the 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas; and

**WHEREAS**, the property owner is the sole property owner abutting the 0.893 acre, such that there are no other abutting property owners to be notified of the vacation and abandonment; and

**WHEREAS**, the City Manager and Public Works Department have reviewed the requested vacation and abandonment of 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, and the sale of the 0.893 acre of land to Don Buttrum; and the City Council now finds that the utilities currently existing, or that will exist in the future, if any, in the area of the unopened street and/or public right-of-way will be sufficiently protected by being either relocated or placed into easements, and that the utility companies serving the area including and surrounding the right-of-way have determined that their utilities, if existing, will also be sufficiently protected by the same means; and

**WHEREAS**, the City of Rockport did cause to be published a Notice in the official newspaper of the City on Saturday, November 19, 2022, advising of a Public Hearing to be held on Tuesday, December 13, 2022, at 6:30 p.m. at the Rockport Service Center; and

**WHEREAS**, the City Council of the City of Rockport, Texas, finds and declares that it is in the best interest of all citizens of the City of Rockport, Texas that the 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, be vacated and abandoned and sold to Don Buttrum for fair market value and deposited in the street maintenance fund, as required by state law.

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

**Section 1:** That the identified 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, on Exhibit "A," attached hereto and made a part of this Ordinance for all purposes, be, and the same is hereby closed, abandoned and vacated insofar as the right, title or interest of the public is concerned.

**Section 2:** That said 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas is not needed for public roadway purposes and it is in the public interest of the City of Rockport to close, abandon and vacate said described portion of the street and/or public right-of-way for use as roads and roadways.

**Section 3:** That the 40-foot platted, unimproved right-of-way between Blocks 21 and 22, T.P. McCampbell Subdivision be closed, abandoned and vacated, as shown by the survey and metes and bounds attached hereto as Exhibit "A" and made a part hereof for all purposes, be deeded by quitclaim deed to Don Buttrum.

**Section 4:** That the Mayor is hereby authorized and directed to convey and transfer by quitclaim deed 0.893 acre of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 21 and 22, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas, that is to be closed, abandoned and vacated for the fair market value of the street, which is the interest of the City of Rockport, Texas, in and to the said streets and/or public rights-of-ways, except for any past, present, or future utility easement belonging to the City.

**Section 5:** That the closing, vacation, abandonment and transfer provided for herein shall extend only to the public right and title in and to the tract of land described in this Ordinance and shall be construed only to that interest the governing body of the City of Rockport may legally and lawfully close, abandon, vacate and convey.

**Section 6:** That the consideration for said transfer to Don Butterm shall be deposited in the street maintenance fund of the City of Rockport as is required by provisions of the state law as set forth in the Local Government Code, Section 253.001, as amended.

**Section 7:** Any previously adopted ordinances, and any subsequent amendments to them, that conflict with this Ordinance are all hereby repealed.

**Section 8:** If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**Section 9:** This ordinance shall become effective upon adoption on second reading by the Rockport City Council.

**APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**APPROVED, PASSED and ADOPTED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**EXHIBIT "A"**

BEING THE DESCRIPTION OF 0.893 ACRES OF LAND EMBRACING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN LANDBLOCKS 21 AND 22, T.P. MCCAMPBELL SUBDIVISION, (PROPOSED LOT 1, THE PALMS), CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 0.893 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a 5/8" steel rebar found in the North R.O.W. line of said 40-foot platted R.O.W. and being in the West R.O.W. line of Texas State Highway No. 35 Relief Route, and being the existing Southeast corner of Fractional Farm Lot 1, of said Landblock 22, and being the most EASTERLY corner and PLACE OF BEGINNING of this description;

THENCE, South 32°51'51" West, along and with the West R.O.W. line of Texas State Highway 35 Relief Route, a distance of 40.0 feet to a point in the South R.O.W. line of said 40-foot wide platted R.O.W., and being the Northeast corner of Fractional Farm Lot 1, of said Landblock 21, and being the most SOUTHERLY corner of this description;

THENCE, North 57°09'31" West, along and with the South R.O.W. line of said 40-foot wide platted R.O.W., a distance of 1000.79 feet to a point in the North boundary line of said Landblock 21, and being in the South boundary line of a 437.175 acre tract out of the Charles Zenn Survey, A-226, as described in a document of record under Clerks File Number 326488, Official Public Records of Aransas County, Texas, and being the most WESTERLY corner of this description;

THENCE, North 87°30'53" East, along and with the common boundary line of said T.P. McCampbell Subdivision and said 437.175 acre tract, a distance of 69.18 feet to a point of terminus of the Northerly R.O.W. line of said 40.0 foot wide platted R.O.W., and being the most NORTHERLY corner of this description;

THENCE, South 57°09'31" East, along and with the North R.O.W. line of said 40.0 foot wide R.O.W., a distance of 944.37 feet to the PLACE OF BEGINNING and containing 0.893 acres of land more or less.



October 13, 2022

The Honorable Mayor and City Council  
c/o City Secretary Teresa Valdez  
City of Rockport  
2751 SH 35 Bypass  
Rockport, TX 78382

RE: Petition for closure, abandonment and vacating of \_\_File Name 221006BB1FN- related to ROW at 349-499 Bypass Roadway Exhibit\_\_\_\_

Dear Mayor and Council Members:

We, the undersigned petitioners, respectfully request that the undeveloped \_ROW on 349-449 35 Bypass be abandoned ( Please see attached Surveys and Exhibits for locations and Legal Descriptions)\_\_\_\_  
(description of property to be vacated, closed, abandoned)

be closed, abandoned, and vacated. The requested section to be closed is more particularly described in the attached survey and metes and bounds description. The petitioners are the only property owners abutting the requested closure.

If approved, this request will \_\_We are looking to develop this property and create a shopping and housing project\_\_\_\_.  
(describe reason for request and how it will benefit petitioners)

The closure will/will not affect any existing utilities.  
(select one)

**Petitioner No. 1**

DON BUTTRUM  
(Printed Name of Owner)  
[Signature]  
(Signature of Owner)  
10/13/2022  
(Date Signed)

**Physical Address of Property:**

349-499 35 BYPASS  
Rockport, TX 78382

**Mailing Address of Owner:**

3210 IH 35 N STE 1  
NEW BRAUNFELS, TX 78130

**Petitioner No. 2**

\_\_\_\_\_  
(Printed Name of Owner)  
\_\_\_\_\_  
(Signature of Owner)  
\_\_\_\_\_  
(Date Signed)

**Physical Address of Property:**

\_\_\_\_\_  
Rockport, TX 78382

**Mailing Address of Owner:**

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A-1"**

BEING THE DESCRIPTION OF 0.893 ACRES OF LAND EMBRACING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN LANDBLOCKS 21 AND 22, T.P. MCCAMPBELL SUBDIVISION, (PROPOSED LOT 1, THE PALMS), CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 0.893 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a 5/8" steel rebar found in the North R.O.W. line of said 40-foot platted R.O.W. and being in the West R.O.W. line of Texas State Highway No. 35 Relief Route, and being the existing Southeast corner of Fractional Farm Lot 1, of said Landblock 22, and being the most EASTERLY corner and PLACE OF BEGINNING of this description;

THENCE, South 32°51'51" West, along and with the West R.O.W. line of Texas State Highway 35 Relief Route, a distance of 40.0 feet to a point in the South R.O.W. line of said 40-foot wide platted R.O.W., and being the Northeast corner of Fractional Farm Lot 1, of said Landblock 21, and being the most SOUTHERLY corner of this description;

THENCE, North 57°09'31" West, along and with the South R.O.W. line of said 40-foot wide platted R.O.W., a distance of 1000.79 feet to a point in the North boundary line of said Landblock 21, and being in the South boundary line of a 437.175 acre tract out of the Charles Zenn Survey, A-226, as described in a document of record under Clerks File Number 326488, Official Public Records of Aransas County, Texas, and being the most WESTERLY corner of this description;

THENCE, North 87°30'53" East, along and with the common boundary line of said T.P. McCampbell Subdivision and said 437.175 acre tract, a distance of 69.18 feet to a point of terminus of the Northerly R.O.W. line of said 40.0 foot wide platted R.O.W., and being the most NORTHERLY corner of this description;

THENCE, South 57°09'31" East, along and with the North R.O.W. line of said 40.0 foot wide R.O.W., a distance of 944.37 feet to the PLACE OF BEGINNING and containing 0.893 acres of land more or less.

SEE ACCOMPANYING FIELD NOTE EXHIBIT "B"  
FILENAME: 221006BB2FN

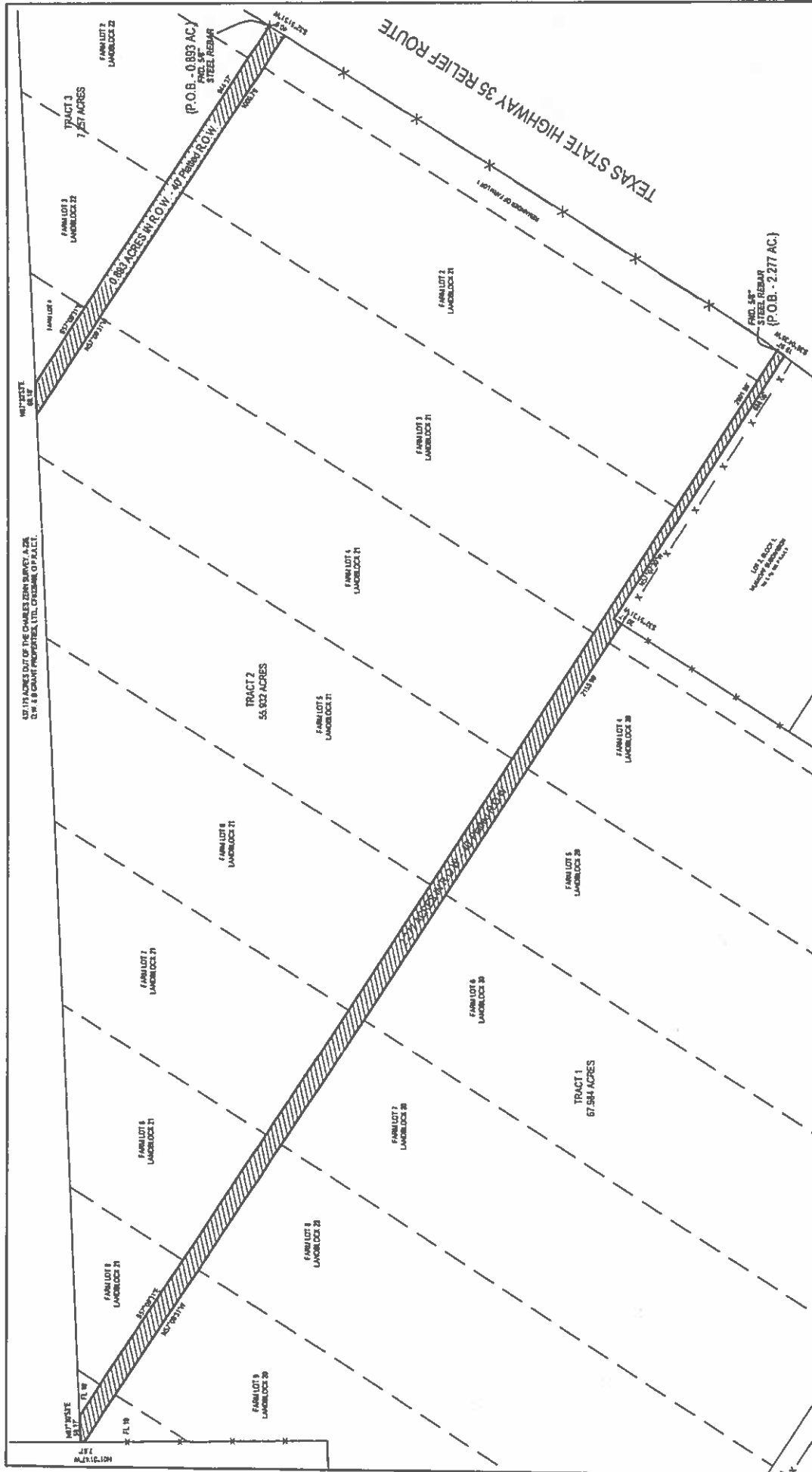


EXHIBIT "B"

PROPOSED ROAD CLOSINGS OF A 2.277 AC. TRACT, EMBRACING A 40-FOOT WIDE PLATTED R.O.W. BETWEEN LANDBLOCKS 20 AND 21, T.P. MCCAMPBELL SUBDIVISION, AND A 0.893 AC. TRACT EMBRACING A 40-FOOT WIDE PLATTED R.O.W. BETWEEN LANDBLOCKS 21 AND 22, T.P. MCCAMPBELL SUBDIVISION, CITY OF ROCKPORT, ARKANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGES 3 AND 4, PLAT RECORDS OF ARKANSAS COUNTY, TEXAS, AND BEING OUT OF PROPOSED LOT 1, BLOCK 1, THE PALMS.

**Griffith & Brundrett**  
Surveying & Engineering, Inc.

411 S. Hwy 156, P.O. Box 2122  
Rockport, Texas 78151  
Phone: 361.723.4419  
Fax: 361.723.4411  
www.griffithbrundrett.com

OCTOBER 6, 2022

1" = 200'

211604833

**ORDINANCE NO. 1092**

**AN ORDINANCE ESTABLISHING A POLICY AND PROCEDURE FOR CITIZENS TO REQUEST THE ABANDONING, ALTERING, CLOSING OR VACATING OF STREETS, ALLEYS AND OTHER PUBLIC WAYS OR PORTIONS THEREOF; ESTABLISHING ADMINISTRATIVE FEES TO BE PAID BY PETITIONERS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

- WHEREAS,** the City Council of the City of Rockport, Texas, has the power to establish, construct, alter, close, vacate and abandon public streets, alleys and other public ways to the City; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper to establish a policy and a procedure whereby persons may initiate, by petition, a request for the City to proceed in the exercise of said powers by the City where such is not deemed necessary for future use; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper that any person or persons requesting by petition that the City consider and exercise said powers regarding street, alleys and other public ways, should give notice of such request, provide certain other documents, and pay the expenses associated with the request:

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

**Section 1. AMENDMENT AND ADDITION OF POLICY TO CHAPTER 86**

Article IV of Chapter 86, "Streets, Sidewalks and Other Public Places," is amended by creating "Division 1. - Generally" from existing Sections 86-76 through 86-80; and by adding "Division 2. - Public Ways Closure Policy," Sections 86-85 through 86-95, as follows:

**ARTICLE IV. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

**DIVISION 1. GENERALLY**

(No change to §§ 86.76 through 86-80)

**DIVISION 2. PUBLIC WAY CLOSURE POLICY**

**Sec. 86-85. Policy.** No street, alley or other public way, or portion thereof, shall ever be closed, narrowed or vacated if doing so would result in a violation of or be in conflict with the City of Rockport's land development codes, or otherwise be contrary to the best interest of the public, considering all reasonable future use of such street, alley or other public way. Any petitioner requesting a street, alley or other public way, or portion thereof, be closed, narrowed or vacated must comply with all the following sections of this policy, but such shall constitute only a request and not be permitted except pursuant to the provisions hereof.

**Sec. 86-86. Petition Required.** Any person or persons (herein "petitioner") desiring to have the City Council exercise its powers regarding the closing, narrowing or vacating of streets, alleys or other public ways, or portions thereof, must file with the City Secretary a petition, on a form acceptable by the City, directed to the City Council requesting that such action be taken. The petition must be signed and acknowledged by all current owners of property abutting the street, alley or public way or portion thereof sought to be closed. The petitioner may not rely solely on the most recent county certified tax rolls to determine the current names

and addresses of all abutting property owners. A list of the owners' names and addresses of all property abutting the street, alley, public way or portion thereof that is the subject of the petition must be attached to the petition. The City may require the petitioner to provide copies of documents filed in the Aransas County Deed Records to evidence the current abutting owners. The petition shall not be accepted unless and until all requirements of this policy have been met and the City is satisfied that all current abutting property owners have signed the petition. Upon acceptance, the City Secretary shall provide copies of the petition to the City Manager and all other City staff or officials whom the City Manager directs.

**Sec. 86-87. Fee.** Upon the filing of a petition with the City Secretary, an administration fee shall be paid to the City in an amount equal to Fifty and No/100 Dollars (\$50.00) for the first one hundred feet (100') linear length of affected property and Ten and No/100 Dollars (\$10.00) for each thirty-five feet (35') of affected length, or portion, thereafter.

**Sec. 86-88. Survey Required.** For a petition to be accepted, petitioner must provide a survey or plat, together with a typed legal description, of the street, alley or other public way, or portion thereof, sought to be abandoned, altered, closed or vacated and the property abutting thereon, prepared by a licensed land surveyor. The costs of the survey or plat shall be paid by the petitioner.

**Sec. 86-89. Review by City Staff.** The City staff shall review the request as to the impact on utilities, drainage and/or the future traffic needs and circulation, and shall issue a report to the City Secretary and City Manager, outlining the staff's findings and its recommendation for consideration by the City Council. A staff report finding no objection to the request shall not bind the City Council to grant the petition, and is as such only advisory upon the Council.

**Sec. 86-90. Notice of Public Hearing on the Petition.** After receipt of the staff report, the City Secretary shall cause a public hearing to be set on this petitioner's request. Notice of such public hearing on the petition must be given by publication in the official newspaper of the City no more than thirty (30) days nor fewer than fifteen (15) days proceeding the date of that set for public hearing on the proposed request. Such notice shall fairly state the action requested giving a description of the property or street affected.

**Sec. 86-91. Appraisal.** The City Manager or the City Council may, at any time, request and obtain an independent appraisal of the value of the property sought by petitioner to be closed, narrowed or abandoned. Such appraisal may be used to determine what consideration, if any, may be required to be paid by petitioner or anyone else to be benefited by the petitioner's request, should final action be taken by the City Council pursuant to this policy.

**Sec. 86-92. Public Hearing.** The City Council shall hear evidence as to the reasons why such street, alley, public way or portion thereof should or should not be abandoned, altered, vacated or closed. The City Council may adjourn or continue the public hearing as it alone deems necessary and in the best interest of the public. Upon close of the public hearing, the Council shall either grant or deny the request by petitioner.

Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or continued on the agenda to any subsequent City Council meeting.

**Sec. 86-93. Passage of Ordinance.** The Council may grant the petition only by adoption of an ordinance, pursuant to its Charter. However, a three-fourths (3/4) majority of votes of the City Council shall be necessary to adopt an ordinance to abandon, alter, vacate or close the street, alley, public way or portion thereof.

**Sec. 86-94. Conditions Precedent to Granting of Petition.**

- a) The Council shall determine what consideration, if any, shall be paid by the abutting property owners, pursuant to Chapter 272 of the Local Government Code, which may be equal to or less than the fair market value as determined by recent City appraisal obtained pursuant to this policy.
- b) The Council may retain utility and/or drainage easements across those portions of the street, alley or other public way, or portion thereof, if it deems such reservation necessary.
- c) The Council may require written verification from any or all franchised utilities, including but not limited to electric, gas, telephone or cable, evidencing such utilities' current or

anticipated future use of the street, alley or other public way sought to be closed, narrowed or vacated.

- d) Prior to granting the petition, the Council may require all the abutting property owners to execute with the City a written agreement accepting any and all Council-imposed conditions required pursuant to this section.
- e) Prior to granting the petition, the Council may require all abutting property owners to execute with the City a written agreement between themselves, stating what interest each claims or will claim, if any, in the underlying fee simple, should the petition be later granted.

**Sec. 86-95. City May Act Without Petition.** Nothing herein shall be construed so as to limit the City of Rockport's right to close, narrow or abandon any dedicated street, alley, public way or portion thereof in the valid exercise of its police power.

## **Section 2. REPEALER**

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

## **Section 3. NO RETROACTIVE EFFECT**

The adoption of this policy shall not alter or affect any previous acts or actions that may have been taken by the City Council of the City of Rockport regarding prior street or alleyway closures, it being intended that such policy be prospective and operate only as to future requests made to the City of Rockport to close narrow or abandon any street, alley or other public way.

## **Section 4. SEVERABILITY**

If any provision, section, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this ordinance are declared severable for that purpose.

## **Section 5. EFFECTIVE DATE**

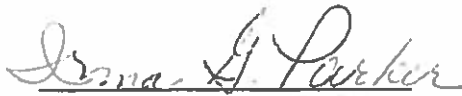
This ordinance shall be in full force and effect as soon as all necessary publication requirements have been met.

**PASSED AND APPROVED** on first reading this 13<sup>th</sup> day of JULY 1999.

**CITY OF ROCKPORT, TEXAS**

  
Glenda Burdick, Mayor

**ATTEST:**

  
Irma G. Parker, City Secretary

PASSED, APPROVED AND ADOPTED on second and final reading this 27<sup>th</sup> day of JULY 1999.

CITY OF ROCKPORT, TEXAS



Glenda Burdick, Mayor

ATTEST:



Irma G. Parker, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

---

**AGENDA ITEM: 24**

Deliberate and act on first reading of an Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision; being 2.277 acres, City of Rockport, Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 40-foot wide platted, unimproved right-of-way to be closed, vacated and abandoned; and providing for an effective date.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** Don Buttrum is requesting the permanent closure, abandonment, and vacating of a 40-foot wide platted, unimproved right-of-way located between Blocks 20-21, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas. The Public Works and Building and Development Departments have evaluated the request and state that granting the petition will have no negative impact on current or expected future utilities, transportation needs, or development.

Per City Ordinance No. 1092 “Public Way Closure Policy” an appraisal is required and **has not been received**. Staff has published notification and scheduled the Public Hearing to move the process along as quickly as possible. According to the Ordinance: “Upon close of the public hearing, Council shall either grant or deny the request by petitioner. Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or **continued on the agenda to any subsequent City Council meeting.**”

For additional information see attached Ordinance No. 1092 and the Petition from Don Buttrum.

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**FISCAL ANALYSIS:** The City has not received the appraisal for the 2.277 acres of land, being a 40-foot wide platted, unimproved right-of-way located between Blocks 20-21, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas.

---

**RECOMMENDATION:** Staff recommends Council **postpone until the appraisal is received** the first reading of the Ordinance authorizing the closing, vacating and abandonment of a 40-foot wide platted, unimproved right-of-way located between Blocks 20-21, T.P. McCampbell Subdivision, City of Rockport, Aransas County, Texas, according to the Plat Recorded in Volume 1, Pages 3 & 4, Plat Records of Aransas County, Texas; providing for the terms and conditions of such vacation and abandonment; authorizing the Mayor to execute a Quitclaim Deed for the 2.277 acres to be closed, vacated and abandoned; and providing for an effective date.

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CLOSING, VACATING AND ABANDONMENT OF 2.277 ACRES OF LAND BEING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN BLOCKS 20 AND 21, T.P. MCCAMPBELL SUBDIVISION, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGES 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH VACATION AND ABANDONMENT; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE 2.277 ACRES TO BE CLOSED, VACATED AND ABANDONES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Rockport, Texas is a Home-Rule City incorporated and operating under the laws of the State of Texas, which has the authority under its Charter and Chapter 282 and 253 of the Local Government Code, as amended, to close, vacate and abandon municipal rights-of-way, streets or alleys, by ordinance, when such action is in the best interest of and serves the public purpose; and

**WHEREAS**, the City of Rockport has received a request from the abutting property owner Don Buttrum, Registered Agent, President & Director of D&R Self Storage, for the City to close, vacate and abandon the 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas; and

**WHEREAS**, the property owner is the sole property owner abutting the 2.277 acres, such that there are no other abutting property owners to be notified of the vacation and abandonment; and

**WHEREAS**, the City Manager and Public Works Department have reviewed the requested vacation and abandonment of 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, and the sale of the 2.277 acres of land to Don Buttrum; and the City Council now finds that the utilities currently existing, or that will exist in the future, if any, in the area of the unopened street and/or public right-of-way will be sufficiently protected by being either relocated or placed into easements, and that the utility companies serving the area including and surrounding the right-of-way have determined that their utilities, if existing, will also be sufficiently protected by the same means; and

**WHEREAS**, the City of Rockport did cause to be published a Notice in the official newspaper of the City on Saturday, November 19, 2022, advising of a Public Hearing to be held on Tuesday, December 13, 2022, at 6:30 p.m. at the Rockport Service Center; and

**WHEREAS**, the City Council of the City of Rockport, Texas, finds and declares that it is in the best interest of all citizens of the City of Rockport, Texas that the 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, be vacated and abandoned and sold to Don Buttrum for fair market value and deposited in the street maintenance fund, as required by state law.

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

**Section 1:** That the identified 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas, on Exhibit “A,” attached hereto and made a part of this Ordinance for all purposes, be, and the same is hereby closed, abandoned and vacated insofar as the right, title or interest of the public is concerned.

**Section 2:** That said 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision, Rockport, Aransas County, Texas is not needed for public roadway purposes and it is in the public interest of the City of Rockport to close, abandon and vacate said described portion of the street and/or public right-of-way for use as roads and roadways.

**Section 3:** That the 40-foot platted, unimproved right-of-way between Blocks 20 and 221, T.P. McCampbell Subdivision be closed, abandoned and vacated, as shown by the survey and metes and bounds attached hereto as Exhibit “A” and made a part hereof for all purposes, be deeded by quitclaim deed to Don Buttrum.

**Section 4:** That the Mayor is hereby authorized and directed to convey and transfer by quitclaim deed 2.277 acres of land being a 40-foot wide platted, unimproved right-of-way located between Blocks 20 and 21, T.P. McCampbell Subdivision , City of Rockport, Aransas County, Texas, that is to be closed, abandoned and vacated for the fair market value of the street, which is the interest of the City of Rockport, Texas, in and to the said streets and/or public rights-of-ways, except for any past, present, or future utility easement belonging to the City.

**Section 5:** That the closing, vacation, abandonment and transfer provided for herein shall extend only to the public right and title in and to the tract of land described in this Ordinance and shall be construed only to that interest the governing body of the City of Rockport may legally and lawfully close, abandon, vacate and convey.

**Section 6:** That the consideration for said transfer to Don Butturm shall be deposited in the street maintenance fund of the City of Rockport as is required by provisions of the state law as set forth in the Local Government Code, Section 253.001, as amended.

**Section 7:** Any previously adopted ordinances, and any subsequent amendments to them, that conflict with this Ordinance are all hereby repealed.

**Section 8:** If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**Section 9:** This ordinance shall become effective upon adoption on second reading by the Rockport City Council.

**APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**APPROVED, PASSED and ADOPTED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

---

Teresa Valdez, City Secretary

**EXHIBIT "A"**

BEING THE DESCRIPTION OF 2.277 ACRES OF LAND EMBRACING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN LANDBLOCKS 20 AND 21, T.P. MCCAMPBELL SUBDIVISION, (PROPOSED LOT 1, THE PALMS), CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 2.277 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a 5/8" steel rebar found in North R.O.W. line of said 40-foot R.O.W. and being in the West R.O.W. line of Texas State Highway No. 35 Relief Route, and being the most EASTERLY corner and PLACE OF BEGINNING of this description;

THENCE, South 36°04'35" West, along and with the West R.O.W. line of Texas State Highway No. 35 Relief Route, a distance of 19.97 feet to a point in the centerline of said 40-foot wide R.O.W., and being the most SOUTHERLY corner of this description;

THENCE, North 57°07'30" West, along and with the centerline of said 40-foot wide platted R.O.W., a distance of 688.05 feet to a point for an INTERIOR corner of this description;

THENCE, South 32°51'31" West, a distance of 20.47 feet to a point in the South R.O.W. line of said 40-foot wide platted R.O.W., and being the Northwest corner of Lot 2, Block 1, Muskopf Subdivision, according to the plat recorded in Volume 6, Page 102, Plat Records of Aransas County, Texas, and being an EXTERIOR corner of this description;

THENCE, North 57°09'31" West, along and with the South R.O.W. line of said 40-foot wide platted R.O.W., a distance of 2155.99 feet to the point of terminus of the South R.O.W. line and T.P. McCampbell Subdivision, and being in the East boundary line of a called 192.63 acre tract as described in a document of record under Clerks File Number 326488, Official Public Records of Aransas County, Texas, and being the most WESTERLY corner of this description;

THENCE, North 01°01'47" West, along and with the common boundary line of said Landblock 20 and said 192.63 acre tract, a distance of 7.67 feet to a point for an EXTERIOR corner of this description;

THENCE, North 87°30'53" East, along and with the North boundary line of Fractional Landblock 21, a distance of 58.17 feet to a point for the most NORTHERLY corner of this description;

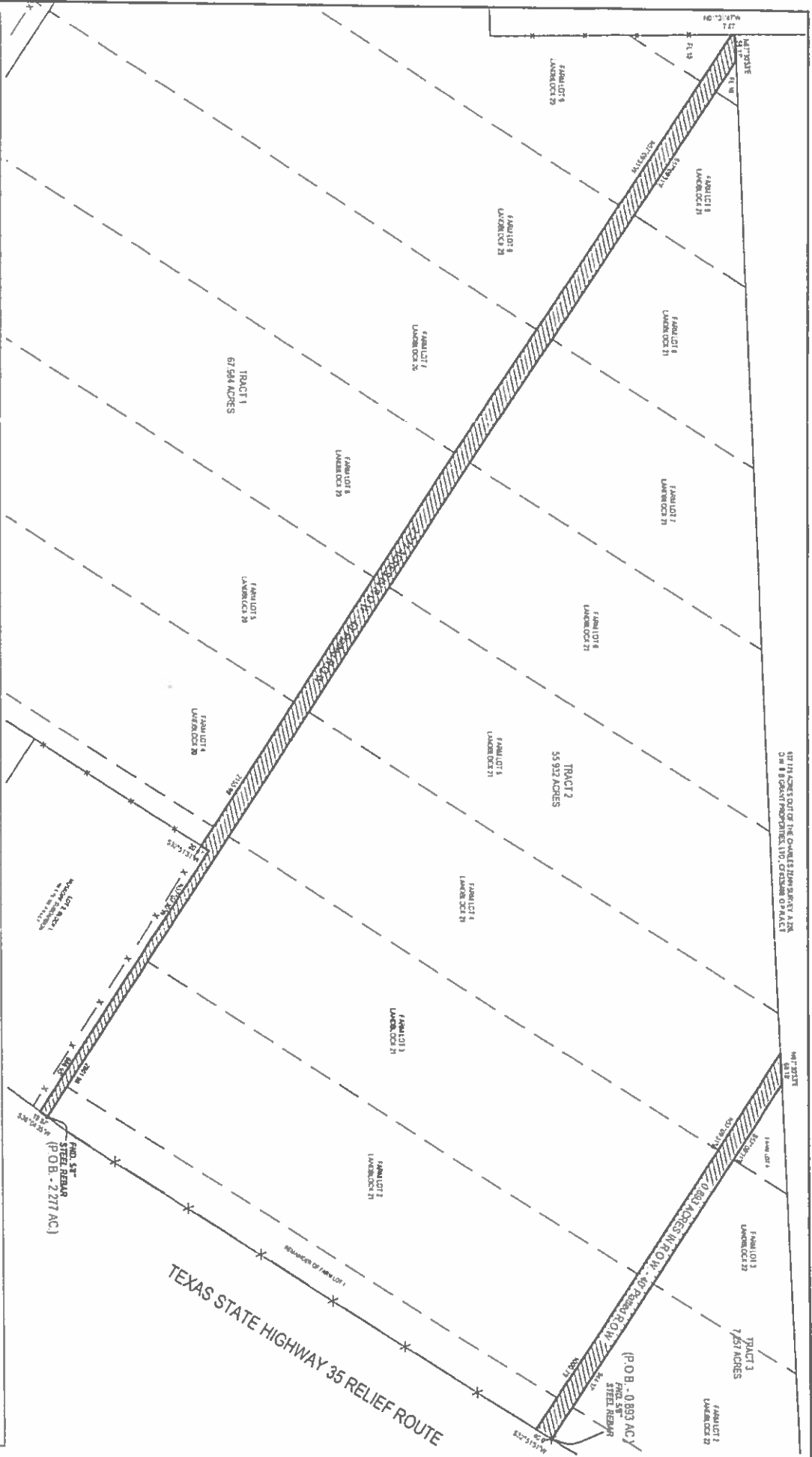
THENCE, South 57°09'31" East, along and with the North R.O.W. line of said 40-foot platted R.O.W., a distance of 2801.98 feet to the PLACE OF BEGINNING and containing 2.277 acres of land, more or less.

**CB** Griffith & Brundrett  
Surveying Engineering  
411 S. Post St. P.O. Box 1132  
Rockwall, Texas 75087  
Tel: 972.723.8419  
Fax: 972.723.8419  
Email: info@griffithbrundrett.com

OCTOBER 6, 2021  
1" = 200'  
211004892

PROPOSED ROAD CLOSINGS OF A 2.277 AC. TRACT, EMBRACING A 40-FOOT WIDE PLATTED R.O.W. BETWEEN LANDBLOCKS 20 AND 21, T.P. MCCAMPBELL SUBDIVISION, AND A 0.893 AC. TRACT EMBRACING A 40-FOOT WIDE PLATTED R.O.W. BETWEEN LANDBLOCKS 21 AND 22, T.P. MCCAMPBELL SUBDIVISION, CITY OF ROCKPORT, ARKANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGES 3 AND 4, PLAT RECORDS OF ARKANSAS COUNTY, TEXAS, AND BEING OUT OF PROPOSED LOT 1, BLOCK 1, THE PALMS.

**EXHIBIT "B"**



RECEIVED

OCT 13 2022

CITY SECRETARY

October 13, 2022

The Honorable Mayor and City Council  
 c/o City Secretary Teresa Valdez  
 City of Rockport  
 2751 SH 35 Bypass  
 Rockport, TX 78382

RE: Petition for closure, abandonment and vacating of \_\_File Name 221006BB2FN-- related to ROW at 349-499 Bypass Roadway Exhibit\_\_\_\_\_

Dear Mayor and Council Members:

We, the undersigned petitioners, respectfully request that the undeveloped \_ROW on 349-449 35 Bypass be abandoned ( Please see attached Surveys and Exhibits for locations and Legal Descriptions)\_\_\_\_\_  
 (description of property to be vacated, closed, abandoned)

be closed, abandoned, and vacated. The requested section to be closed is more particularly described in the attached survey and metes and bounds description. The petitioners are the only property owners abutting the requested closure.

If approved, this request will \_\_We are looking to develop this property and create a shopping and housing project\_\_\_\_\_.

(describe reason for request and how it will benefit petitioners)

The closure will/will not affect any existing utilities.  
 (select one)

**Petitioner No. 1**

**Petitioner No. 2**

DON BUTTRUM  
 (Printed Name of Owner)

[Signature]  
 (Signature of Owner)

10/13/2022  
 (Date Signed)

**Physical Address of Property:**

349-499 35 BYPASS  
 Rockport, TX 78382

**Mailing Address of Owner:**

8210 IH 35 N STE 1  
NEW BRAUNFELS, TX 78130

\_\_\_\_\_  
 (Printed Name of Owner)

\_\_\_\_\_  
 (Signature of Owner)

\_\_\_\_\_  
 (Date Signed)

**Physical Address of Property:**

\_\_\_\_\_  
 Rockport, TX 78382

**Mailing Address of Owner:**

\_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT "A-2"**

BEING THE DESCRIPTION OF 2.277 ACRES OF LAND EMBRACING A 40-FOOT WIDE PLATTED, UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN LANDBLOCKS 20 AND 21, T.P. MCCAMPBELL SUBDIVISION, (PROPOSED LOT 1, THE PALMS), CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 3 AND 4, PLAT RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 2.277 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a 5/8" steel rebar found in North R.O.W. line of said 40-foot R.O.W. and being in the West R.O.W. line of Texas State Highway No. 35 Relief Route, and being the most EASTERLY corner and PLACE OF BEGINNING of this description;

THENCE, South 36°04'35" West, along and with the West R.O.W. line of Texas State Highway No. 35 Relief Route, a distance of 19.97 feet to a point in the centerline of said 40-foot wide R.O.W., and being the most SOUTHERLY corner of this description;

THENCE, North 57°07'30" West, along and with the centerline of said 40-foot wide platted R.O.W., a distance of 688.05 feet to a point for an INTERIOR corner of this description;

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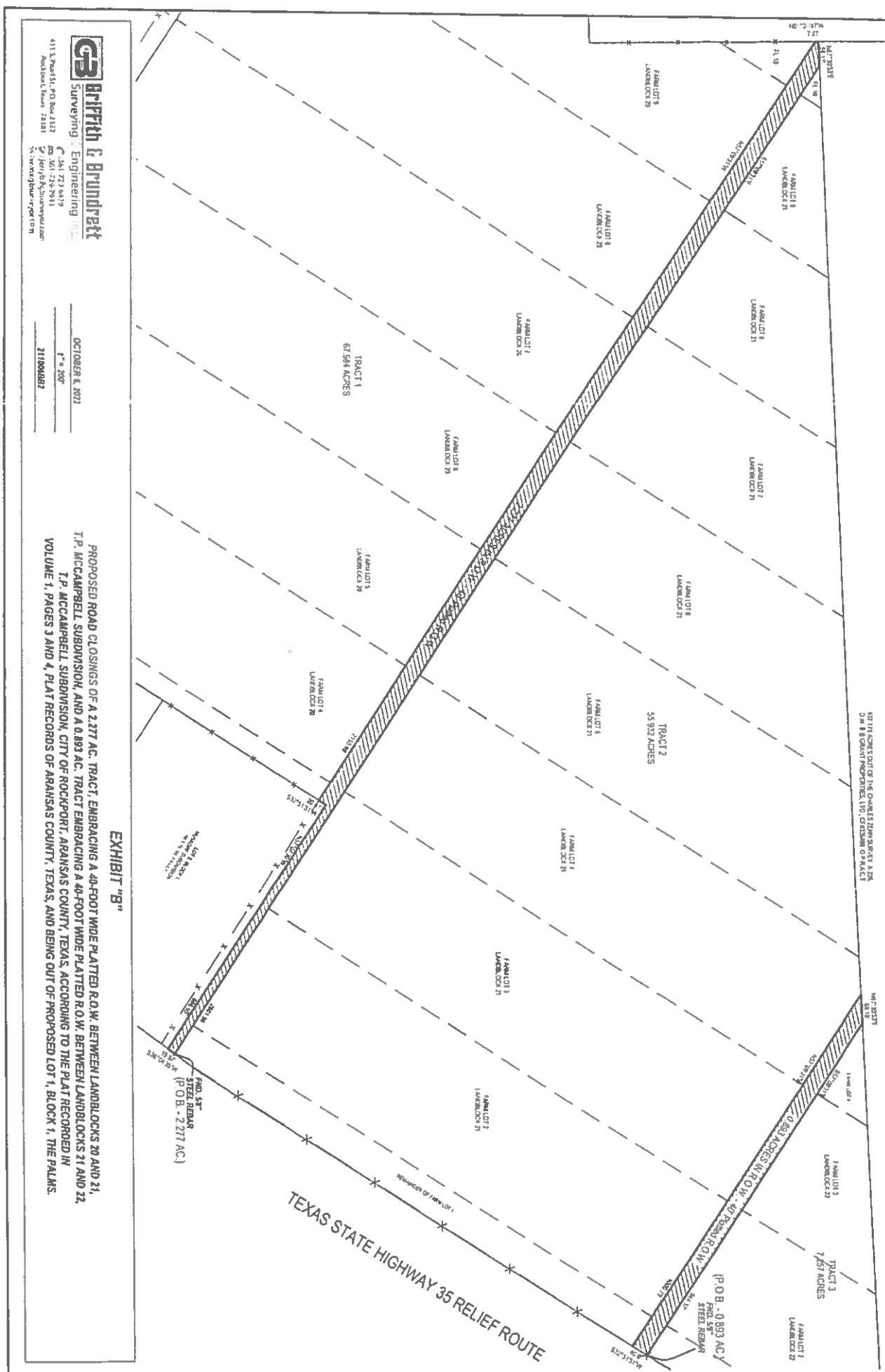
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THENCE, North 01°01'47" West, along and with the common boundary line of said Landblock 20 and said 192.63 acre tract, a distance of 7.67 feet to a point for an EXTERIOR corner of this description;

THENCE, North 87°30'53" East, along and with the North boundary line of Fractional Landblock 21, a distance of 58.17 feet to a point for the most NORTHERLY corner of this description;

THENCE, South 57°09'31" East, along and with the North R.O.W. line of said 40-foot platted R.O.W., a distance of 2801.98 feet to the PLACE OF BEGINNING and containing 2.277 acres of land, more or less.

SEE ACCOMPANYING FIELD NOTE EXHIBIT "B"  
FILENAME: 221006BB1FN



**ORDINANCE NO. 1092**

**AN ORDINANCE ESTABLISHING A POLICY AND PROCEDURE FOR CITIZENS TO REQUEST THE ABANDONING, ALTERING, CLOSING OR VACATING OF STREETS, ALLEYS AND OTHER PUBLIC WAYS OR PORTIONS THEREOF; ESTABLISHING ADMINISTRATIVE FEES TO BE PAID BY PETITIONERS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

- WHEREAS,** the City Council of the City of Rockport, Texas, has the power to establish, construct, alter, close, vacate and abandon public streets, alleys and other public ways to the City; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper to establish a policy and a procedure whereby persons may initiate, by petition, a request for the City to proceed in the exercise of said powers by the City where such is not deemed necessary for future use; and
- WHEREAS,** the City Council of the City of Rockport, Texas, deems it reasonable and proper that any person or persons requesting by petition that the City consider and exercise said powers regarding street, alleys and other public ways, should give notice of such request, provide certain other documents, and pay the expenses associated with the request:

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

**Section 1. AMENDMENT AND ADDITION OF POLICY TO CHAPTER 86**

Article IV of Chapter 86, "Streets, Sidewalks and Other Public Places," is amended by creating "Division 1. - Generally" from existing Sections 86-76 through 86-80; and by adding "Division 2. - Public Ways Closure Policy," Sections 86-85 through 86-95, as follows:

**ARTICLE IV. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

**DIVISION 1. GENERALLY**

(No change to §§ 86.76 through 86-80)

**DIVISION 2. PUBLIC WAY CLOSURE POLICY**

**Sec. 86-85. Policy.** No street, alley or other public way, or portion thereof, shall ever be closed, narrowed or vacated if doing so would result in a violation of or be in conflict with the City of Rockport's land development codes, or otherwise be contrary to the best interest of the public, considering all reasonable future use of such street, alley or other public way. Any petitioner requesting a street, alley or other public way, or portion thereof, be closed, narrowed or vacated must comply with all the following sections of this policy, but such shall constitute only a request and not be permitted except pursuant to the provisions hereof.

**Sec. 86-86. Petition Required.** Any person or persons (herein "petitioner") desiring to have the City Council exercise its powers regarding the closing, narrowing or vacating of streets, alleys or other public ways, or portions thereof, must file with the City Secretary a petition, on a form acceptable by the City, directed to the City Council requesting that such action be taken. The petition must be signed and acknowledged by all current owners of property abutting the street, alley or public way or portion thereof sought to be closed. The petitioner may not rely solely on the most recent county certified tax rolls to determine the current names

and addresses of all abutting property owners. A list of the owners' names and addresses of all property abutting the street, alley, public way or portion thereof that is the subject of the petition must be attached to the petition. The City may require the petitioner to provide copies of documents filed in the Aransas County Deed Records to evidence the current abutting owners. The petition shall not be accepted unless and until all requirements of this policy have been met and the City is satisfied that all current abutting property owners have signed the petition. Upon acceptance, the City Secretary shall provide copies of the petition to the City Manager and all other City staff or officials whom the City Manager directs.

**Sec. 86-87. Fee.** Upon the filing of a petition with the City Secretary, an administration fee shall be paid to the City in an amount equal to Fifty and No/100 Dollars (\$50.00) for the first one hundred feet (100') linear length of affected property and Ten and No/100 Dollars (\$10.00) for each thirty-five feet (35') of affected length, or portion, thereafter.

**Sec. 86-88. Survey Required.** For a petition to be accepted, petitioner must provide a survey or plat, together with a typed legal description, of the street, alley or other public way, or portion thereof, sought to be abandoned, altered, closed or vacated and the property abutting thereon, prepared by a licensed land surveyor. The costs of the survey or plat shall be paid by the petitioner.

**Sec. 86-89. Review by City Staff.** The City staff shall review the request as to the impact on utilities, drainage and/or the future traffic needs and circulation, and shall issue a report to the City Secretary and City Manager, outlining the staff's findings and its recommendation for consideration by the City Council. A staff report finding no objection to the request shall not bind the City Council to grant the petition, and is as such only advisory upon the Council.

**Sec. 86-90. Notice of Public Hearing on the Petition.** After receipt of the staff report, the City Secretary shall cause a public hearing to be set on this petitioner's request. Notice of such public hearing on the petition must be given by publication in the official newspaper of the City no more than thirty (30) days nor fewer than fifteen (15) days proceeding the date of that set for public hearing on the proposed request. Such notice shall fairly state the action requested giving a description of the property or street affected.

**Sec. 86-91. Appraisal.** The City Manager or the City Council may, at any time, request and obtain an independent appraisal of the value of the property sought by petitioner to be closed, narrowed or abandoned. Such appraisal may be used to determine what consideration, if any, may be required to be paid by petitioner or anyone else to be benefited by the petitioner's request, should final action be taken by the City Council pursuant to this policy.

**Sec. 86-92. Public Hearing.** The City Council shall hear evidence as to the reasons why such street, alley, public way or portion thereof should or should not be abandoned, altered, vacated or closed. The City Council may adjourn or continue the public hearing as it alone deems necessary and in the best interest of the public. Upon close of the public hearing, the Council shall either grant or deny the request by petitioner.

Such petition, if not acted upon at the meeting at which it appears on the agenda for public hearing, may at such time be passed, tabled or continued on the agenda to any subsequent City Council meeting.

**Sec. 86-93. Passage of Ordinance.** The Council may grant the petition only by adoption of an ordinance, pursuant to its Charter. However, a three-fourths (3/4) majority of votes of the City Council shall be necessary to adopt an ordinance to abandon, alter, vacate or close the street, alley, public way or portion thereof.

**Sec. 86-94. Conditions Precedent to Granting of Petition.**

- a) The Council shall determine what consideration, if any, shall be paid by the abutting property owners, pursuant to Chapter 272 of the Local Government Code, which may be equal to or less than the fair market value as determined by recent City appraisal obtained pursuant to this policy.
- b) The Council may retain utility and/or drainage easements across those portions of the street, alley or other public way, or portion thereof, if it deems such reservation necessary.
- c) The Council may require written verification from any or all franchised utilities, including but not limited to electric, gas, telephone or cable, evidencing such utilities' current or

anticipated future use of the street, alley or other public way sought to be closed, narrowed or vacated.

- d) Prior to granting the petition, the Council may require all the abutting property owners to execute with the City a written agreement accepting any and all Council-imposed conditions required pursuant to this section.
- e) Prior to granting the petition, the Council may require all abutting property owners to execute with the City a written agreement between themselves, stating what interest each claims or will claim, if any, in the underlying fee simple, should the petition be later granted.

**Sec. 86-95. City May Act Without Petition.** Nothing herein shall be construed so as to limit the City of Rockport's right to close, narrow or abandon any dedicated street, alley, public way or portion thereof in the valid exercise of its police power.

## **Section 2. REPEALER**

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

## **Section 3. NO RETROACTIVE EFFECT**

The adoption of this policy shall not alter or affect any previous acts or actions that may have been taken by the City Council of the City of Rockport regarding prior street or alleyway closures, it being intended that such policy be prospective and operate only as to future requests made to the City of Rockport to close narrow or abandon any street, alley or other public way.

## **Section 4. SEVERABILITY**

If any provision, section, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this ordinance are declared severable for that purpose.

## **Section 5. EFFECTIVE DATE**

This ordinance shall be in full force and effect as soon as all necessary publication requirements have been met.

**PASSED AND APPROVED** on first reading this 13<sup>th</sup> day of JULY 1999.

**CITY OF ROCKPORT, TEXAS**

  
Glenda Burdick, Mayor

**ATTEST:**

  
Irma G. Parker, City Secretary

PASSED, APPROVED AND ADOPTED on second and final reading this 27<sup>th</sup> day of JULY 1999.

CITY OF ROCKPORT, TEXAS

  
Glenda Burdick, Mayor

ATTEST:

  
Irma G. Parker, City Secretary

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

---

#### AGENDA ITEM: 25

Deliberate and act on first reading of an Ordinance granting a Conditional Use Permit for fifteen (15) RV Sites along with related structures incidental to the RV Park use, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

**SUBMITTED BY:** Community Planner/Carey Dietrich

**APPROVED FOR AGENDA:** TV

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**BACKGROUND:** Property owner, Michael Rains wishes to reinstate the 15 RV sites previously utilized on the property. He had originally submitted a request for 83 RV sites with 20 campsites, bathhouse, and laundry for future development; however, Mr. Rains states he will re-submit at a future date for the upgrades. Modifying the request to the original 15 sites does not exclude conformance to Chapter 118, Section 24.2.14 Regulation of Recreational Vehicle (RV) Parks as conformance to the regulations will be required.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, October 29, 2022 edition and mailed out to five (5) property owners within a 200-foot radius of the property. No letters For and Four (4) Letters Against the request have been received at this time.

Planning & Zoning Commission held a Public Hearing on Monday, November 14, 2022.

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

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Planning & Zoning Commission, by a unanimous vote of approval, recommends Council approve the first reading of an Ordinance granting a Conditional Use Permit for fifteen (15) RV Sites along with related structures incidental to the RV Park use, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

Opposition to this CUP request creates the need for a Super Majority Vote of Rockport City Council




---

**PUBLIC HEARING**  
**Planning & Zoning Commission**  
**and City Council**

**NOTICE** is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, November 14, 2022 at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, December 13, 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 campground with 83 sites for RVs, 20 sites for tents and a public bathhouse and laundry room, located at 1030 Airport Road; also known as Fulton Out Lots, Lot 38, being 14.70 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1<sup>st</sup> Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of November 14, 2022 and the City Council Agenda of December 13, 2022, and posted on the City's website [www.cityofrockport.com](http://www.cityofrockport.com).

Public participation is valued and citizens wishing to express their views during the Public Hearings 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 Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council Meeting. The comments will be read and summarized in the minutes of the meetings.

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

**POSTED** the 26<sup>th</sup> day of October 2022 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

**PUBLISHED** in *The Rockport Pilot* in the Saturday, October 29, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

  
 Teresa Valdez, City Secretary



**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 \_\_\_\_\_  
1030 AIRPORT RD. ROCKPORT TX 78382
- C. CURRENT ZONING OF PROPERTY: R-1
- D. PRESENT USE OF PROPERTY: Vacant
- E. ZONING DISTRICT REQUESTED: CUP For RV Park
- F. CONDITIONAL USE REQUESTED: RV Park
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract Corner 38 Block \_\_\_\_\_
  - Tract Fulton Plots 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) \_\_\_\_\_  
IRON ROOSTER CAMPGROUND
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 14.7 ACRES
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:  
(Please be specific)
- CREATE A CAMPGROUND WITH 83 sites for RV's,  
TENT SITES x 20, BATHHOUSE + LAUNDRY.

K. OWNER'S NAME: (Please print) Michael Rains  
ADDRESS: 1030 ALBERT RD.  
CITY, STATE, ZIP CODE: ROCKPORT TX 78382  
PHONE NO 512 970 4014

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: *Michael Rains*  
(Owner or Representative)

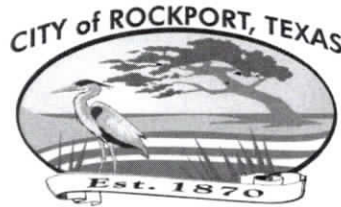
(FOR CITY USE)

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

Submitted Information (\_\_\_\_ accepted) (\_\_\_\_ rejected) by: \_\_\_\_\_

If rejected, reasons why: \_\_\_\_\_

Receipt No. \_\_\_\_\_



**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 [X]

Planned Unit Development (P.U.D.) by Conditional Permit [ ]

B. ADDRESS AND LOCATION OF PROPERTY \_\_\_\_\_

1030 AIRPORT RD. ROCKPORT TX 78382

C. CURRENT ZONING OF PROPERTY: R-1

D. PRESENT USE OF PROPERTY: VACANT RV PARK

E. ZONING DISTRICT REQUESTED: \_\_\_\_\_

F. CONDITIONAL USE REQUESTED: Re-Open RV Park

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

• Lot or Tract 38 Block \_\_\_\_\_

• Tract \_\_\_\_\_ of the Fulton Outlets  
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) \_\_\_\_\_

IRON ROOSTER CAMPGROUND

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 14.7 ACRES

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

1.5 Site RV Park with bathhouse.

K. OWNER'S NAME: (Please print) MICHAEL RAINS  
 ADDRESS: 1030 AIRPORT RD  
 CITY, STATE, ZIP CODE: ROCKPORT TX 78382  
 PHONE NO 513-970-4014

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

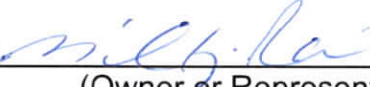
**NOTE:** Do you have property owner's permission for this request?  
 YES ☒ NO \_\_\_\_\_

M. FILING FEE:

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

**(Make check payable to the City of Rockport)**

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

Signed:   
 (Owner or Representative)

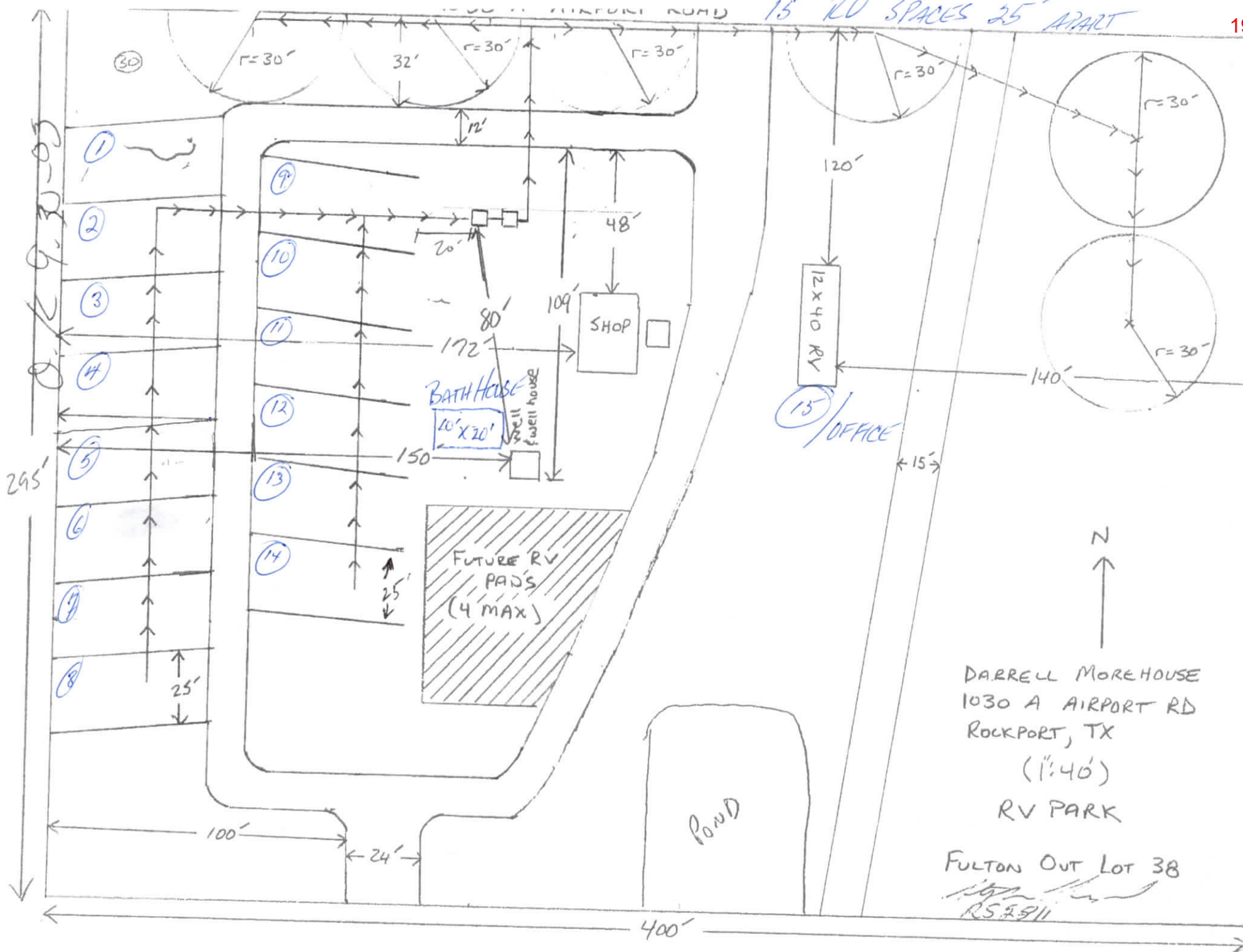
**(FOR CITY USE)**

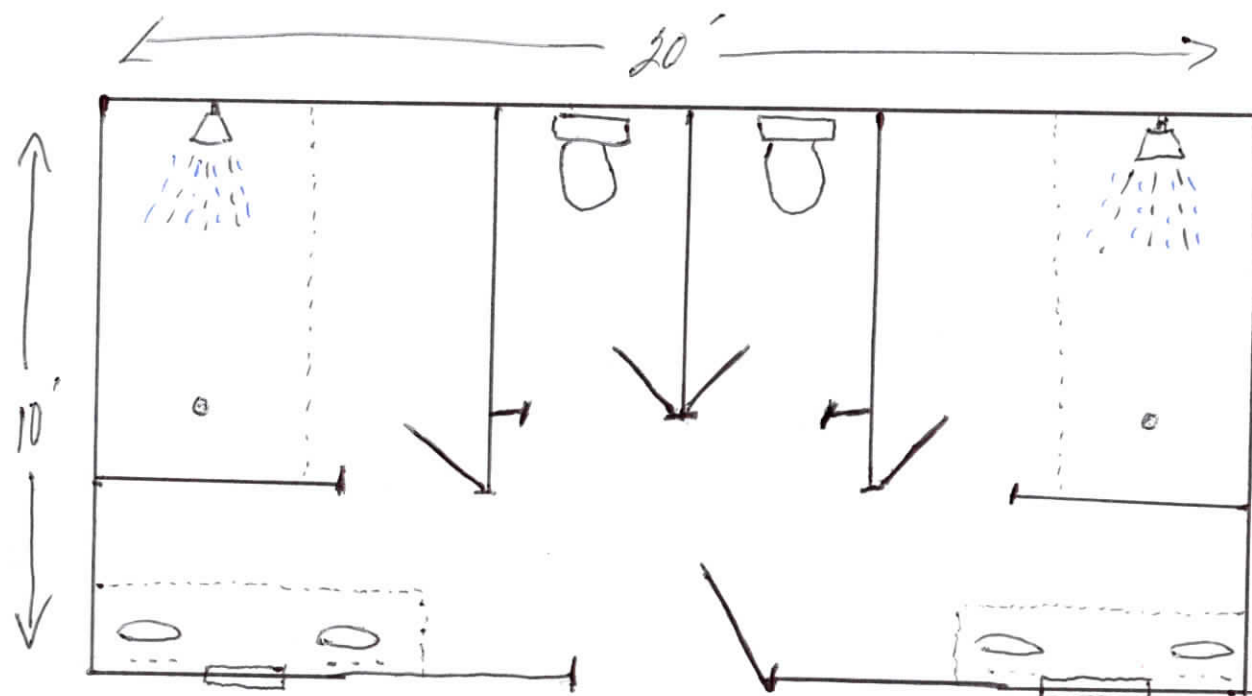
Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Fees Paid: \$ \_\_\_\_\_

Submitted Information (\_\_\_\_ accepted) (\_\_\_\_ rejected) by: \_\_\_\_\_

If rejected, reasons why: \_\_\_\_\_

Receipt No. \_\_\_\_\_





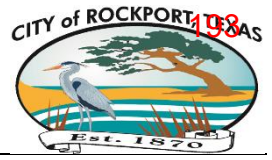
SHOWER ROOMS 6' x 6'

WATER CLOSETS 4' x 5'

SINK AREAS 4' x 8'

**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**

1030 Airport Rd

**APPLICANT/PROPERTY OWNER**

Michael Rains, Owner

**PUBLIC HEARING DATE**

P&Z - Monday, November 14, 2022  
 CC - Tuesday, December 13, 2022

**P&Z DATE**

Monday, November 14, 2022

**CITY COUNCIL DATE(S)**

1<sup>st</sup> Reading - Tuesday, December 13, 2022  
 2<sup>nd</sup> Reading - Tuesday, January 10, 2023

**BRIEF SUMMARY OF REQUEST**

Property owner, Michael Rains wishes to reinstate the use of 15 RV sites previously utilized on the property. He had originally submitted a request for 83 RV sites with 20 campsites, bathhouse, and laundry for future development; however, Mr. Rains states he will re-submit at a future date for the upgrades. Modifying the request to the original 15 sites does not exclude conformance to Chapter 118, Section 24.2.14 Regulation of Recreational Vehicle (RV) Parks as conformance to the regulations will be required.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, October 29, 2022, edition and mailed out to Five (5) property owners within a 200-foot radius of the property. No letters For and four (4) Letters Against the request have been received at time of PH.



MAP SOURCE: Pictometry

| EXISTING ZONING                                       | EXISTING LAND USE                     | SURROUNDING ZONING & LAND USE                                                                                                                                                                                                                                                                                                                  | SITE IMPROVEMENTS | SIZE OF PROPERTY |
|-------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
| R-1 (1 <sup>st</sup> Single Family Dwelling District) | Vacant – Previously a 15 unit RV Park | <b>N</b> – R-1 (1 <sup>st</sup> Single Family Dwelling District) Aransas County Airport<br><b>S</b> – R-1 (1 <sup>st</sup> Single Family Dwelling District) Undeveloped Land<br><b>E</b> – R-1 (1 <sup>st</sup> Single Family Dwelling District) with SFD<br><b>W</b> – R-1 (1 <sup>st</sup> Single Family Dwelling District) Undeveloped Land | N/A               | 14.70 acres      |

**STAFF RECOMMENDATION**

**APPROVE**

**APPROVE WITH CONDITIONS**

**DENY**

**COMPATIBILITY with the ZONING ORDINANCE**

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

The Current Future Land Use Map suggests Residential Use

**PROPERTY HISTORY**

The property was known as Copano Vista RV Park but ceased operation and use of Park approximately January 2021:

**118-25.1.3 Discontinuance of a Non-Conforming Use.** If a non-conforming use of a building or premises is discontinued, the use of such building or premises then must conform to the use regulation of the District in which it is located.

**ATTACHMENTS**  
(CIRCLE)

SUBMITTED PLANS

**PUBLIC HEARING PETITION/  
APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

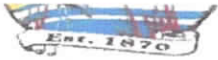
PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

**OTHER (DESCRIBE)**

| <u>Property ID</u> | <u>Property Owner</u>   | <u>Situs Address</u>  | <u>Mailing Address</u> | <u>City</u>    | <u>State</u> | <u>ZIP</u> |
|--------------------|-------------------------|-----------------------|------------------------|----------------|--------------|------------|
| 19672              | Black Rock Ventures LLC | 1030 Airport Rd       | 1030 Airport Rd        | Rockport       | Tx           | 78382      |
| 60286              | Judith & Larry Knox     | 1020 Airport Rd       | 1020 Airport Rd        | Rockport       | Tx           | 78382      |
| 19678              | Eben Wood               | 290 Wishert Rd        | 458 Dolphin Place      | Corpus Christi | Tx           | 78411      |
| 19673              | Robert Mcclulloch       | 1040 Airport Rd       | 344 Big Oak Dr         | Adkins         | Tx           | 78101      |
| 63970              | Aransas County          | 421 John D Wendell Rd | 2840 Highway 35 N      | Rockport       | Tx           | 78382      |



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Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of November 14, 2022 and the City Council Agenda of December 13, 2022, and posted on the City's website [www.cityofrockport.com](http://www.cityofrockport.com).

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

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

**CITY OF ROCKPORT, TEXAS**

/s/ Teresa Valdez, City Secretary

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

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

Printed Name: Ted and Diana Carter

Address: 1010 Airport Road

City/State: Rockport Tx, 78382

( ) IN FAVOR ☒ IN OPPOSITION

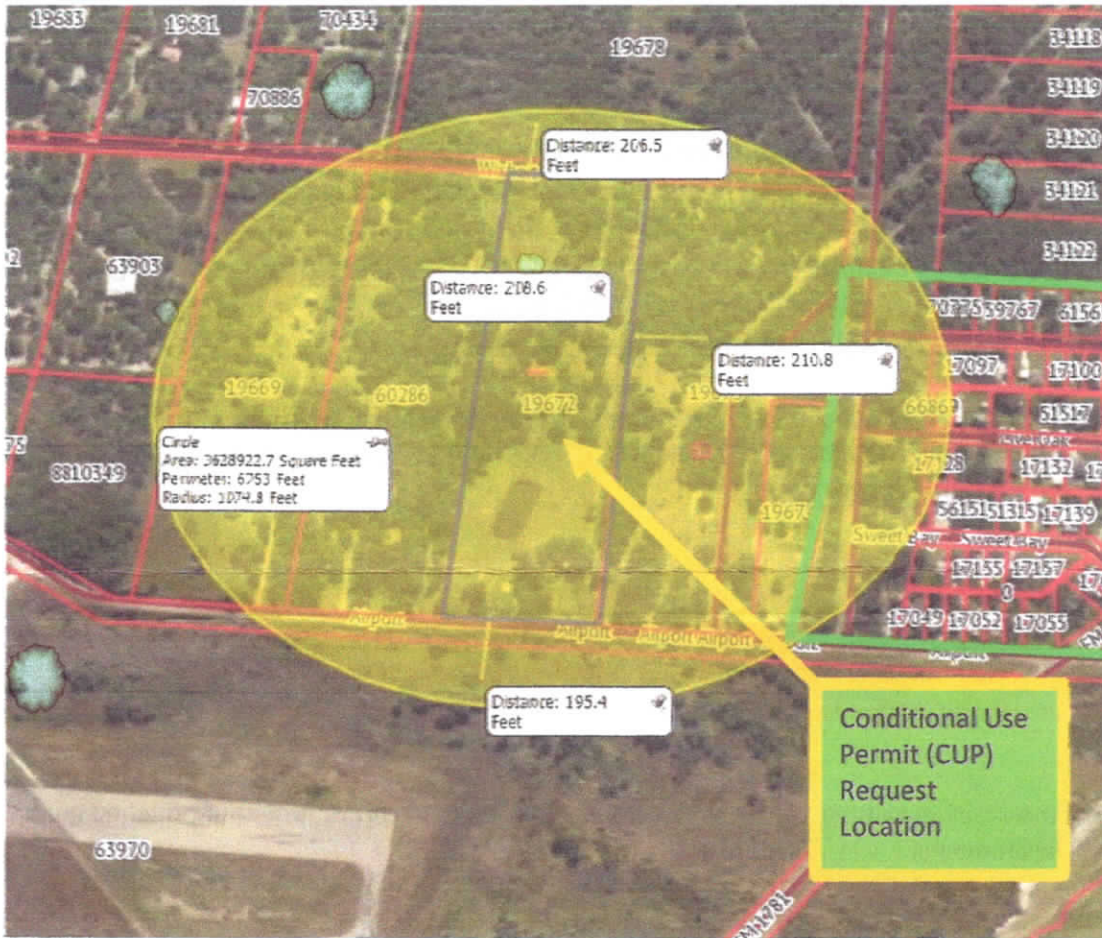
Phone: (417) 576-5545 (417) 860-6382

REASON: We strongly object to this

proposed rezoning. Previously there was a SMALL RV park at this location.

There was a great deal of noise, cursing and disruption created by the renters. Not even considering the additional traffic created by

residents of the RV park. Airport Road is already adversely affected by traffic and litter brought about by persons using the transfer station. Airport Road is in perpetual need of repair because of the present traffic. We do not need to add an additional 83 resident Or even 15-20 new residents to an already under maintained location.



### FAQ

**Why am I receiving this notice?**

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

**What do I do now?**

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

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

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



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

«Property\_Owner»  
 «Mailing\_Address»  
 «City», «State»«ZIP»



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**CITY OF ROCKPORT, TEXAS**

/s/ Teresa Valdez, City Secretary

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Printed Name: ANGIE CALDERON

Address: 1112 Airport RD

City/State: Rockport, TX

( ) IN FAVOR ☒ IN OPPOSITION

Phone: 210 427-3914

REASON: My reason I pickup  
enough trash from Airport  
Road & nearby, Every day  
to center

Signature

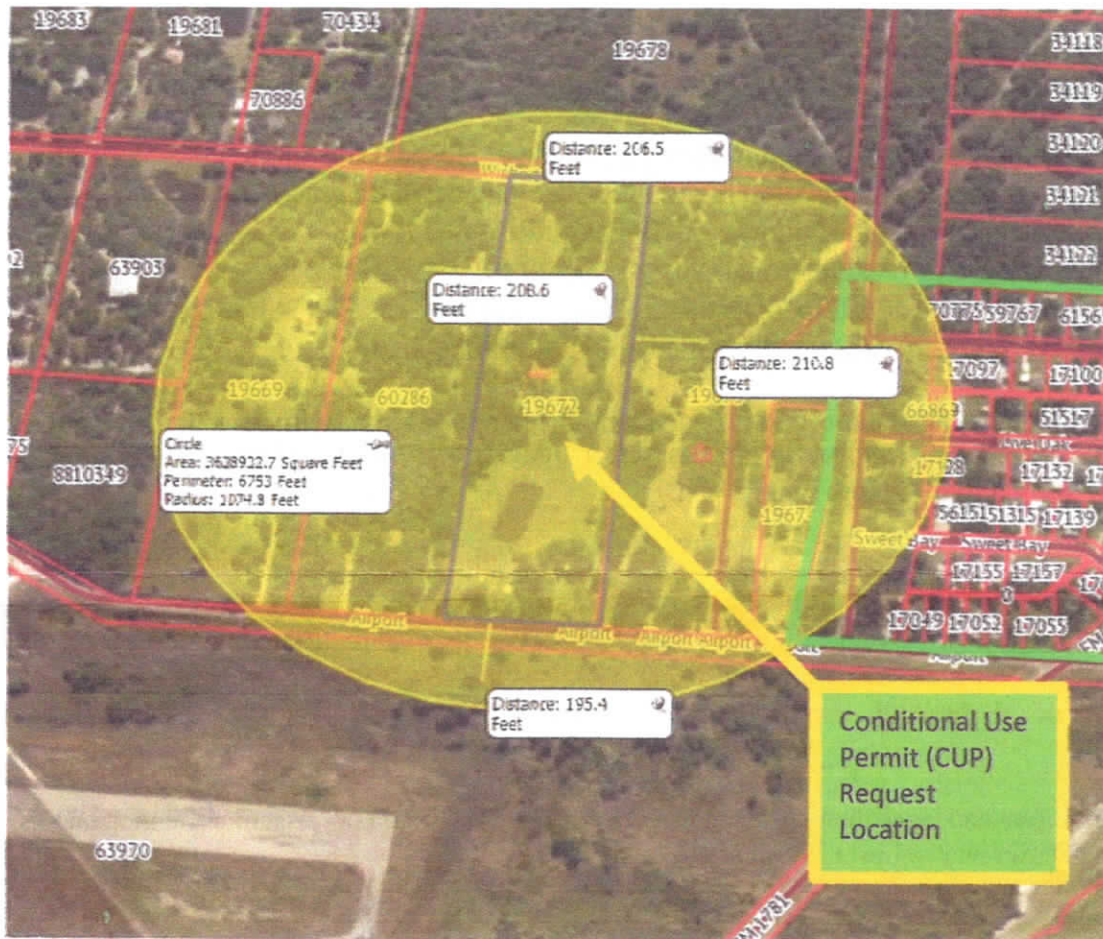
Angie Calderon

See map on reverse side.

100 TRAILERS - NO TENTS  
NO

35 Over 2541 - NO

Airport RD has never been fixed since  
Harvey



*Anten*

**Why am I receiving this notice?**

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

**What do I do now?**

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

**ATTN:**

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

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



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

«Property\_Owner»  
«Mailing\_Address»  
«City». «State»«ZIP»



**PUBLIC HEARING**  
Planning & Zoning Commission  
and City Council

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**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 KNOX / Judith Knox  
Address: 1020 Airport Road City/State: Rockport TX 78382  
( ) IN FAVOR ☒ IN OPPOSITION Phone: 361-727-9695

REASON:

*Please see  
attached sheet.*

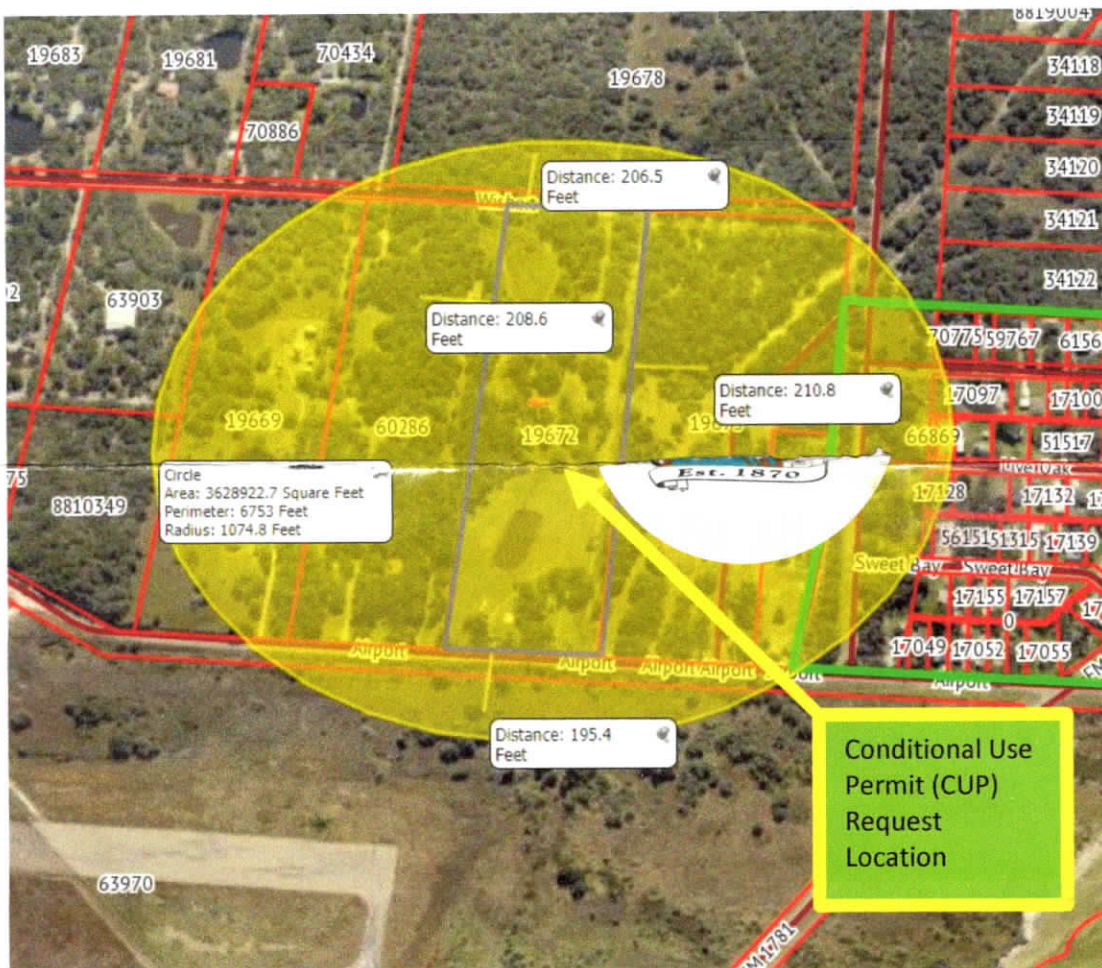
*Larry Knox Judith Knox*  
Signature

*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.)

200



## 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.

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

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



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



Judith & Larry Knox  
1020 Airport Rd  
Rockport, Tx 78382

SITUS ADDRESS: 1020 Airport Rd

7838237669



Fulton Outlots is a neighborhood of larger lots, Rated R1 - single family dwellings, affording privacy, peace, and seclusion, which is why we and our neighbors chose to live here. We think That's the way it should stay.

The applicant for this zoning change knew the neighborhood to be residential when he purchased the property, with no camp sites or RVs present.

We have many concerns about a campsite in the neighborhood.

- Concerns about major increase in traffic on both Airport & Wishart Roads - and upkeep of the roads.
- Concerns about safety of the residents
- Concerns about increased potential for crime.
- Concerns about danger of fire.
- Concerns about disturbance of the peace.

For these reasons, and many others, we are opposed.

Quail Knox



Total Square footage of 200' boundary / 20% in opposition needed to create a super majority vote:

$$120,000 \times 2 = 240,000$$

$$320,000.0 \times 2 = \underline{640,000}$$

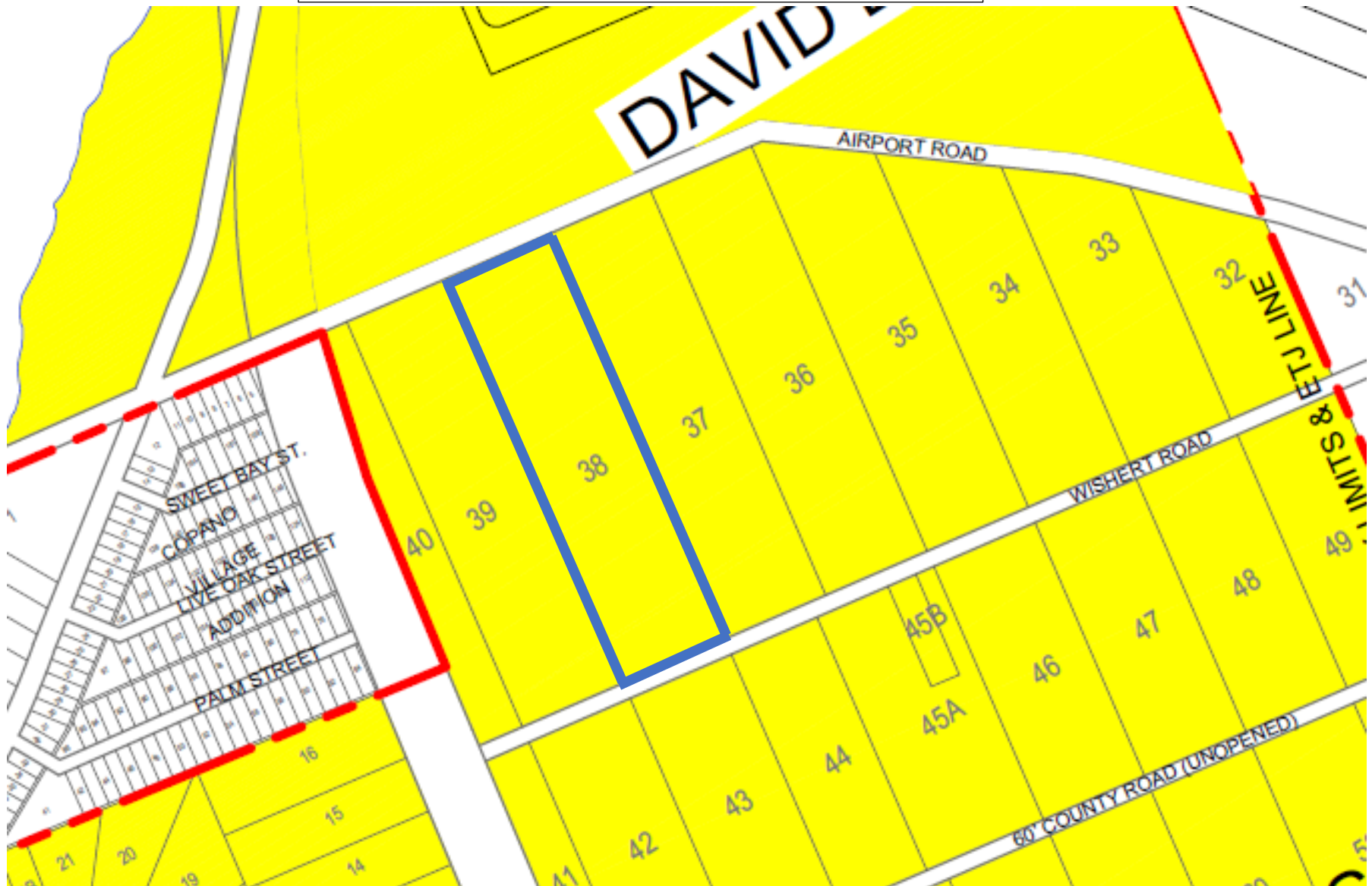
$$\text{Total Sq Ft} \quad 880,000$$

$$\underline{\quad \times 20\%}$$

176,000 sq ft = **Super Majority Vote Required**

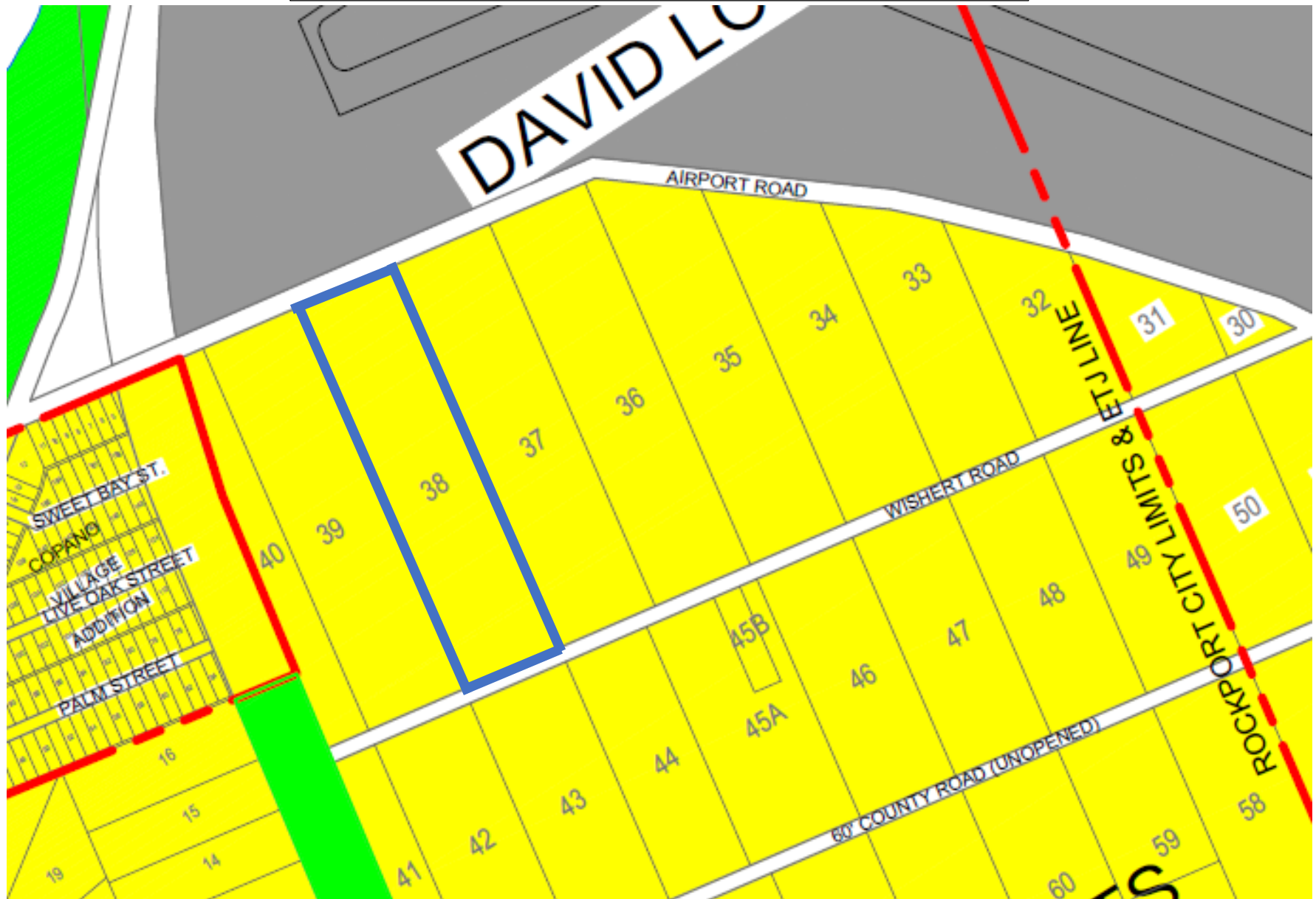
# ZONING MAP EXHIBIT

203



# FUTURE LAND USE MAP

204



## CITY COUNCIL AGENDA

### Regular Meeting: December 13, 2022

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**AGENDA ITEM: 26**

Deliberate and act on first reading of an Ordinance revising and amending the City of Rockport Code of Ordinances Chapter 98 of the Code of Ordinances, City of Rockport, Article I “In General,” Section 98-2 “Definitions” and Article VI “Golf Carts, Neighborhood Electric Vehicles”; repealing all ordinances to the extent they are in conflict; providing for severability; and providing an effective date.

**SUBMITTED BY:** Chief Greg Stevens

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** In 2012, the Texas Legislature changed Texas Transportation Code Section 502.001 which defined a golf cart as being a motor vehicle designed primarily for “transporting persons” on a golf course to being simply a motor vehicle designed primarily for “use” on a golf course. This a significant change in terms of golf course related vehicles traveling on public roadways, specifically in and around golf course neighborhoods.

In 2019, the Texas Legislature moved the definition of a golf cart from Section 502.001 to Section 551.401 under the Texas Transportation Code.

This update to Chapter 98 of the City of Rockport Code of Ordinances, Article I “In General,” Section 98-2 “Definitions” reflects these changes.

At its regular meeting on August 23, 2022, the Rockport City Council amended Chapter 98 of the City of Rockport Code of Ordinances, Article VI to include “off-highway vehicles,” as that term is defined under Texas Transportation Code Sec. 551A.001; to outsource the inspection and permitting of golf carts, neighborhood electric vehicles and off-highway vehicles; and to increase the fee charged for such inspections and permits.

After several months and further understanding of the nature of off-highway vehicles, it is necessary to update this Article further to specifically identify which off-highway vehicles are allowed to be operated on City streets and rights-of-way. The Ordinance as currently written would allow the permitting and operation of motor cross style all-terrain vehicles and dune buggy type vehicles on City streets and rights-of-way, and the Police Chief recommends improving the Ordinance to disallow them.

Additionally, since the new Ordinance was amended, “mobile” businesses have applied to conduct inspection and permitting services, and the Police Chief recommends updating the Ordinance to accommodate such operations. Furthermore, the Police Chief recommends codifying the specific requirements of outside vendors who conduct inspections and issue permits to ensure consistency.

Finally, the Police Chief recommends eliminating neighborhood electric vehicles from our Ordinance because they are now required by state law to be registered the same as an automobile under any circumstance in which the City would inspect and issue a permit to one.

Other changes are included to update definitions and ensure our ordinance is congruent with state law.

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**FISCAL ANALYSIS:** No fiscal impact.

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**RECOMMENDATION:** Staff recommends approval of the first reading of this ordinance as proposed.

## ORDINANCE NO.

**AN ORDINANCE REVISING AND AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 98 “TRAFFIC AND VEHICLES,” ARTICLE I “IN GENERAL” AND ARTICLE VI “GOLF CARTS AND NEIGHBORHOOD ELECTRIC VEHICLES AND OFF-HIGHWAY VEHICLES”; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on Tuesday, December 13, 2022, the Rockport City Council heard and deliberated on a proposal from the Police Chief to revise and/or amend Rockport Code of Ordinances Chapter 98;

**WHEREAS**, on Tuesday, December 13, 2022, the City Council, after consideration and recommendation by City Staff, determined that the ordinance revision and amendment be approved as provided herein.

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

**Section 1.** Chapter 98 of the Code of Ordinances of the City of Rockport, Texas is hereby amended as set forth in the attached Exhibit A, incorporated herein.

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

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

**Section 4.** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

**Section 5.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

**Section 7.** This Ordinance shall become effective upon adoption by second and final reading.

**APPROVED** and **PASSED** on first reading the 13<sup>th</sup> day of December 2022.

**CITY OF ROCKPORT:**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**APPROVED, PASSED and ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF ROCKPORT:**

\_\_\_\_\_  
Tim Jayroe, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Valdez, City Secretary

**ARTICLE I. IN GENERAL****Sec. 98-2. Definitions.**

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

*ADA* means the Americans with Disabilities Act.

*Chief of police* means the (police chief, chief) the top official in the chain of command of the city police department.

*Commercial motor vehicle (CMV)* means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle which:

- (1) Has a gross combination weight rating of 11,794 kilograms or more (26,001 pounds or more) inclusive of a towed unit(s) with a gross vehicle weight ~~rating~~ of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rate of 11,794 or more kilograms (26,001 pounds or more); or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of hazardous materials.

*Golf cart* means a motor vehicle designed by the manufacturer primarily for ~~transporting persons~~ use on a golf course. [Texas Transportation Code Sec. ~~502.001~~551.401]

*Hazardous materials* means any substance which has been determined to be either a health hazard or a physical hazard.

*Loading zone* means an area of a street or a parking lot indicating that spot is only to be used for the immediate loading or unloading of passengers, baggage or freight, or ~~short-term~~short-term parking (ten minutes or less) is permitted for that purpose.

*Neighborhood electric vehicle (NEV)* means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and otherwise complies with Federal Motor Vehicle Safety Standard 500: Low-Speed Vehicles (Effective 6/17/98). This standard specifies requirements for low-speed vehicles. A low-speed vehicle is a 4-wheeled motor vehicle, other than a truck, whose attainable speed is more than 32 km/h (20 mph) and not more than 40 km/h (25 mph). The standard requires ten specific items of safety equipment. [Texas Transportation Code Sec. 551.301(1)].

*No parking zones* means an area where vehicles are not allowed to park.

*Parking* is the act of stopping a vehicle and leaving it unoccupied for more than a brief time.

*Vehicle* means any automobile, motor vehicle, motor home, recreational vehicle, machinery, trailer, boat trailer, implement or apparatus of any kind or character.

(Ord. No. 1589, § 1, 9-25-12)

## EXHIBIT "A"

## ARTICLE VI. GOLF CARTS, ~~NEIGHBORHOOD ELECTRIC VEHICLES~~ AND OFF-HIGHWAY VEHICLES

### Sec. 98-130. Definitions.

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

*Golf cart* means a motor vehicle designed by the manufacturer primarily for ~~transporting persons~~use on a golf course. [Texas Transportation Code Sec. ~~502.001~~551.401]

~~*Neighborhood electric vehicle (NEV)* means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and otherwise complies with Federal Motor Vehicle Safety Standard 500: Low Speed Vehicles (Effective 6-17-98). This standard specifies requirements for low-speed vehicles. A low-speed vehicle is a 4-wheeled motor vehicle, other than a truck, whose attainable speed is more than 32 km/h (20 mph) and not more than 40 km/h (25 mph). The standard requires ten specific items of safety equipment. [not listed]. [Texas Transportation Code Sec. 551.301(1)]~~

~~*Off-Highway vehicles (OHV)* include:~~

~~*All-terrain vehicles (ATV): Off-Highway vehicle* means an all-terrain vehicle, a recreational off-highway vehicle, a sand rail or a utility vehicle. [Texas Transportation Code Sec. 551A.001(1-d)]~~

*All-terrain vehicle* means a motor vehicle, as described and defined under Texas Transportation Code Sec. 551A.001(1) as amended, which is an off-highway vehicle equipped with a seat or seats for the use of the rider and a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger, and is not more than 50 inches wide.

*Recreational off-highway vehicle* means a motor vehicle, as described and defined under Texas Transportation Code 551A.001(5) as amended, which is an off-highway vehicle equipped with a seat or seats for the use of athe rider and apassenger, ~~designed to propel itself with three or more tires, passengers, if the vehicle is designed for off-highway use only, by the manufacturer to transport a passenger or passengers, and is not designed for by the manufacturer primarily for farming or lawn care, not more than 50 inches wide,~~ [Texas Transportation Code Sec. 551A.001(1)],.

~~*Recreational off-highway vehicle (ROV):* equipped with a seat or seats for the use of a rider and passengers, designed to propel itself with four or more tires, designed for off-highway use only, not designed for farming or lawn care [*Sand rail* means a motor vehicle, as described and defined under Texas Transportation Code Sec. 551A.001(5)],~~

*Sand rail:*3) as amended, which is an off-highway vehicle designed or built primarily for off-highway use, has a tubular frame, integrated roll cage, and an engine that is rear-mounted or placed

~~midway between the front and rear axles of the vehicle, gross vehicle weight not less than 700 pounds and not more than 2000 pounds [ in sandy terrains, including for use on sand dunes.~~

Utility vehicle means a motor vehicle, as described and defined under Texas Transportation Code Sec. 551A.001(3)], or

~~Utility vehicle (UTV): a motor~~(6) as amended, which is an off-highway vehicle that is not a golf cart or lawn mower ~~and~~ is equipped with side-by-side seating for the use of the operator and a passenger, designed to propel itself with at least four tires in contact with the ground, designed for off-highway use only and designedand is designed by the manufacturer primarily for utility work and not for recreational purposes ~~[Texas Transportation Code Sec. 551A.001(6)].~~

~~Permitted~~Authorized Inspection Facility ~~or Entity~~ means a facility ~~within the city limits of Rockport who has obtained approval from~~ entity, which may be a mobile or temporarily located operation, approved by the Chief of Police or his designee to ~~certify~~inspect and ~~sign off on the inspection of~~issue city permits for golf carts, ~~NEVs~~recreational off-highway vehicles and ~~OHVs~~utility vehicles for operation in accordance with this article.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1881, § 1, 8-23-22)

**Sec. 98-131. Operation in master planned community, public/private beach, ~~public highway~~to or from a golf course.**

~~(a)~~—An operator may operate a golf cart, ~~NEV~~, or ~~OHV~~an off-highway vehicle in compliance with Texas Transportation Code, ~~Section~~ Sections 551.403 and ~~Section~~ 551A.055 as amended:

~~(1)~~—~~In~~, in a master planned community;

a.—~~That has in place a uniform set of restrictive covenants; and~~

b.—~~For which a county or municipality has approved a plat;~~

~~(2)~~—~~On a public or private beach; or~~

~~(3)~~—~~On a public highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated;~~

a.—~~During the daytime; and~~

~~(a)~~ ~~b.~~—~~Not more than two miles from the location where the golf cart is usually parked and for transportation to or~~and from a golf course. ~~without a city issued permit.~~

~~(b)~~—

~~(b)~~ In compliance with Texas Transportation Code Sec. 551.402 as amended, a golf cart operated under this section must display a golf cart license plate issued by the Texas Department of Motor Vehicles on the rear of the vehicle unless it is operated solely in a master planned community as described by Texas Transportation Code Sec. 551.403(a)(1).

(c) In accordance with Texas Transportation Code Sec. 551A.052 as amended, an off-highway vehicle operated under this section must display an off-highway vehicle license plate issued by the Texas Department of Motor Vehicles on the rear of the vehicle.

(d) Nothing in this article shall supersede the Texas Transportation Code, ~~Section~~Sections 551.304, 551.403 or 551A.055 as amended.

~~(e) The operator of an off-highway vehicle may drive the vehicle across a highway that is not an interstate or limited-access highway at a point other than an intersection if the operator:~~

~~—— (1) brings the vehicle to a complete stop before crossing the shoulder or main traveled way of the roadway;~~

~~—— (2) yields the right-of-way to oncoming traffic that is an immediate hazard; and~~

~~—— (3) makes the crossing:~~

~~—— (A) at an angle of approximately 90 degrees to the roadway;~~

~~—— (B) at a place where no obstruction prevents a quick and safe crossings; and~~

~~—— (C) with the vehicle's headlights and taillights lighted. [Texas Transportation Code Sec. 551A.034]~~

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1881, § 1, 8-23-22)

### **Sec. 98-132. Requirements for operation in corporate city limits.**

(a) The operation of golf carts, ~~NEVs or OHVs~~recreational off-highway vehicles and utility vehicles within the corporate limits of the City of Rockport upon its public streets and public rights-of-way ~~are~~is hereby authorized when all ~~of the following~~ requirements and restrictions under this section are met:-

~~(a) A~~

~~(b) The operation of a golf cart, ~~NEV~~recreational off-highway vehicle or ~~OHV~~operated utility vehicle under this ~~subsection~~ aresection is only authorized upon a public street or public right-of-way with a speed limit of 35 ~~mph~~ miles per hhour or less ~~during daylight hours~~, and such vehicles may only be operated with the required headlights and taillights on:-~~

~~(b) —~~

~~(c) A golf cart, ~~NEV~~recreational off-highway vehicle or ~~OHV~~utility vehicle operated under this ~~subsection~~ section must have the following equipment ~~the city is adding additional requirements; state law can be referenced above [sic]. in addition to any equipment required by state statute:~~~~

~~(1) —~~

(1) Headlamps;

~~(2)~~ Tail lamps;

~~(3)~~ Reflectors;

~~(4)~~

(2) Taillamps;

(3) Front and rear reflectors;

(4) Parking brake;

~~(5)~~ Mirrors;

~~(6)~~

(5) Rearview mirrors;

(6) Turn ~~signal~~ signal lights;

~~(7)~~

(7) A "slow moving vehicle" reflective triangle affixed to the rear;

~~(8)~~

(8) Seat belts; and

~~(9)~~

(9) A flag on a six-foot pole affixed to the rear ~~of golf cart, NEV or OHV~~.

~~(10) OHVs must additionally have/display:~~

~~\_\_\_\_\_ (A) \_\_\_\_\_~~

(d) recreational off-highway vehicles and utility vehicles operated under this section must also be equipped with:

(1) a brake system maintained in good operating condition;

~~\_\_\_\_\_ (B) \_\_\_\_\_~~

(2) an adequate muffler system in good working condition; and

~~\_\_\_\_\_ (C) \_\_\_\_\_~~

(3) a United States Forest Service qualified spark arrester~~;~~.

~~\_\_\_\_\_ (e) \_\_\_\_\_~~

~~A person may not operate, ride, or be carried on an OHV on public~~

golf cart, recreational off-highway ~~vehicle land, a beach, or a highway unless the person wear:~~

~~(1) a safety helmet that complies with United States Department of Transportation standards;~~

~~\_\_\_\_\_ (2) \_\_\_\_\_ eye protection; and~~

~~\_\_\_\_\_ (3) \_\_\_\_\_ seat belts, if the vehicle is equipped with seat belts.~~

~~\_\_\_\_\_ (4) \_\_\_\_\_ Subsections (c) (1) and (2) do not apply to a motor vehicle that has four \_\_\_\_\_ wheels, is equipped with bench or bucket seats and seat belts, and includes \_\_\_\_\_ a roll bar or roll cage construction to reduce the risk of injury to an \_\_\_\_\_ occupant of the vehicle in case of vehicle rollovers. [Texas Transportation Code Sec. 551A.072] \_\_\_\_\_~~

~~(e) \_\_\_\_\_ (d) \_\_\_\_\_ A golf cart, NEV or OHV utility vehicle operated under this subsection section must have the required equipment required under this section verified and inspected by a permitted an authorized inspection facility, or entity annually and must properly display a valid, unexpired permit sticker issued by the authorized inspection facility or entity performing the inspection.~~

~~(e) \_\_\_\_\_~~

~~(f) \_\_\_\_\_ An annual fee of \$40.00 shall be charged for inspection and registration. The registration decal must be affixed the inspection and permitting of golf carts, recreational off-highway vehicles and utility vehicles. After verifying that all equipment required under this section is installed and in good working order and upon payment of the required fee, an authorized inspection facility or entity shall affix a permit sticker, issued by the Police Department, to the slow-moving vehicle sign on the rear of golf cart, NEV or OHV when it is in motion. The registration decal is required by this section. Permit stickers are valid for 12 months and will need to be renewed on an annual basis. Registration will occur during expire on the last day of the month that the. The authorized inspection facility or entity shall punch out the month of issue and the year of expiration on each permit sticker prior to issuance.~~

In compliance with Texas Transportation Code, Sections 551.402 and 551A.052 as amended, a golf cart, recreational off-highway vehicle or utility vehicle operated under this section must display a golf cart was originally registered.

~~(g) \_\_\_\_\_ (f) \_\_\_\_\_ An operator license plate or off-highway vehicle license plate issued by the Texas Department of a properly equipped, inspected, and registered Motor Vehicles on the rear of the vehicle.~~

A person operating a golf cart, NEV recreational off-highway vehicle or OHV utility vehicle under this section must possess a valid driver license and obey all Texas laws and traffic regulations.

~~(h) \_\_\_\_\_ (g) \_\_\_\_\_ The, regardless of whether such vehicle is permitted or properly equipped, inspected, and registered.~~

~~(i) \_\_\_\_\_ A golf cart, NEV recreational off-highway vehicle, or OHV utility vehicle operated under this section must be covered by insurance equal to the current Texas requirement for a licensed motor vehicle motor vehicles, regardless of whether the golf cart, recreational off-highway vehicle~~

or utility vehicle is permitted or properly equipped. This coverage may be by a separate policy or covered by the owner's or operator's homeowner's insurance policy.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1639, § 1, 10-28-14; Ord. No. 1881, § 1, 8-23-22)

**-Sec. 98-133. Prohibitions.**

(a) (a) — Golf carts, recreational off-highway vehicles and NEVs utility vehicles are prohibited on any roadway in the State Highway System including Farm to Market Roads located within the corporate boundaries of the city regardless of the speed limit on that portion of the State Highway or Farm to Market Road.

(b) —

(b) — Golf carts, NEVs recreational off-highway vehicles and OHVs utility vehicles are prohibited on any sidewalk or hike and bike trail within the corporate boundaries of the city.

(c) All-terrain vehicles and sand rails are prohibited on any highway, roadway, sidewalk or hike and bike trail within the corporate boundaries of the city. An authorized inspection facility or entity shall not inspect or issue a city permit sticker to an all-terrain vehicle or sand rail for operation under Section 98-132.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1564, § 1, 3-27-12; Ord. No. 1881, § 1, 8-23-22)

**Sec. 98-134. Authorized Inspection Facility and Entity Requirements.**

(a) To Application to become a permitted an authorized inspection facility the facility or entity must provide written documentation be made to the Chief of Police stating on a form prescribed by the hours Rockport Police Department and must include:

(1) Owner or operator name and date of birth;

(2) Business or residential address of (no PO Box);

(3) Company manager name and date of birth;

(4) Company name and address;

(5) Company email and phone number;

(6) Hours of operation; and

(7) Acknowledgement of, and agreement to abide by, this article.

(b) Inspections must be performed at a minimum of three days per calendar week and must include weekdays and at least one weekend day.

(c) The Chief of Police shall conduct a background check of applicants, to include owners, operators, and managers, as appropriate, and will approve qualified applicants as authorized inspection facilities or entities.

(d) No more than one authorized inspection facility or entity per 2500 permanent Rockport residents will be approved at any one time.

(e) Upon approval, the Police Department will issue permit stickers to authorized inspection facilities and entities, who are accountable for all issued permit stickers. Authorized inspection facilities and entities need not reapply for approval when requesting additional permit stickers but shall complete a new application form when owners, operators, or managers change. They will update contact information with the Police Department as necessary.

(f) Each authorized inspection facility and entity shall submit payment to the City of Rockport Finance Department for 50 percent of the fee collected for inspections. The hours must include both weekend and weekday accommodations. The permit stickers issued on a monthly basis.

(g) Each authorized inspection facility must also provide and entity shall submit a monthly report to the Chief of Police stating on the prescribed form indicating at a minimum the number of inspections performed and submit payment for at least 50 percent of each inspection fee. All fees will be submitted to the City of Rockport Finance Department. Permit/stickers will be issued to each permitted inspection facility by the Chief of Police. Each permitted inspection facility is, the number of passed and failed inspections, the number of permits issued, and the following information pertaining to permitted vehicles:

(1) Make;

(2) Model or body style;

(3) Primary and any secondary color;

(4) Vehicle Identification Number or other serial number if no VIN;

(5) State license plate numbers; and

(6) Appropriate contact information for owner/operator including a local address if available.

~~(a)(h)~~ Authorized inspection facilities and entities are subject to onsite-inspection during hours of operation by the Chief of Police or his designee. to ensure compliance with this article and as provided by other ordinances. Failure to adhere to any part of this article may be grounds for approval revocation as an authorized inspection facility or entity.

(i) Any mutilated permit stickers shall be returned to the Police Department. Authorized inspection facilities and entities which stop performing inspections shall return all unused permit stickers to the Police Department.

\_(Ord. No. 1881, § 1, 8-23-22)

**ARTICLE I. IN GENERAL****Sec. 98-2. Definitions.**

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

*ADA* means the Americans with Disabilities Act.

*Chief of police* means the (police chief, chief) the top official in the chain of command of the city police department.

*Commercial motor vehicle (CMV)* means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle which:

- (1) Has a gross combination weight rating of 11,794 kilograms or more (26,001 pounds or more) inclusive of a towed unit(s) with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rate of 11,794 or more kilograms (26,001 pounds or more); or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of hazardous materials.

*Golf cart* means a motor vehicle designed by the manufacturer primarily for use on a golf course. [Texas Transportation Code Sec. 551.401]

*Hazardous materials* means any substance which has been determined to be either a health hazard or a physical hazard.

*Loading zone* means an area of a street or a parking lot indicating that spot is only to be used for the immediate loading or unloading of passengers, baggage or freight, or short-term parking (ten minutes or less) is permitted for that purpose.

*Neighborhood electric vehicle (NEV)* means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and otherwise complies with Federal Motor Vehicle Safety Standard 500: Low-Speed Vehicles (Effective 6/17/98). This standard specifies requirements for low-speed vehicles. A low-speed vehicle is a 4-wheeled motor vehicle, other than a truck, whose attainable speed is more than 32 km/h (20 mph) and not more than 40 km/h (25 mph). The standard requires ten specific items of safety equipment. [Texas Transportation Code Sec. 551.301(1)].

*No parking zones* means an area where vehicles are not allowed to park.

*Parking* is the act of stopping a vehicle and leaving it unoccupied for more than a brief time.

*Vehicle* means any automobile, motor vehicle, motor home, recreational vehicle, machinery, trailer, boat trailer, implement or apparatus of any kind or character.

(Ord. No. 1589, § 1, 9-25-12)

EXHIBIT "A"  
(clean copy)

**ARTICLE VI. GOLF CARTS AND OFF-HIGHWAY VEHICLES**

**Sec. 98-130. Definitions.**

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

*Golf cart* means a motor vehicle designed by the manufacturer primarily for use on a golf course. [Texas Transportation Code Sec.551.401]

*Off-Highway vehicle (OHV)* means an all-terrain vehicle or recreational off-highway vehicle; a sand rail; or a utility vehicle. [Texas Transportation Code Sec. 551A.001(1-d)]

*All-terrain vehicle (ATV)* means a motor vehicle that is:

- (1) equipped with a seat or seats for the use of:
  - (A) the rider; and
  - (B) a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;
- (2) designed to propel itself with three or more tires in contact with the ground;
- (3) designed by the manufacture for off-highway use;
- (4) not designed by the manufacturer primarily for farming or lawn care; and
- (5) not more than 50 inches wide. [Texas Transportation Code Sec. 551A.001(1)]

*Recreational off-highway vehicle (ROV)* means a motor vehicle that is:

- (1) equipped with a seat or seats for the use of:
  - (A) the rider; and
  - (B) a passenger or passengers, if the vehicle is designed by the manufacturer to transport a passenger or passengers;
- (2) designed to propel itself with four or more tires in contact with the ground;
- (3) designed by the manufacturer for off-highway use by the operator only; and

(4) not designed by the manufacturer primarily for farming or lawn care. [Texas Transportation Code Sec. 551A.001(5)]

*Sand rail* means a vehicle, as defined by Section 502.001 of the Texas Transportation Code, that:

- (1) is designed or built primarily for off-highway use in sandy terrains, including for use on sand dunes;
- (2) has a tubular frame, an integrated roll cage, and an engine that is rear-mounted or placed midway between the front and rear axles of the vehicle; and
- (3) has a gross vehicle weight, as defined by Section 541.401 of the Texas Transportation Code of:

(C) not less than 700 pounds; and

(D) not more than 2000 pounds. [Texas Transportation Code Sec. 551A.001(3)]

*Utility vehicle (UTV)* means a motor vehicle that is not a golf cart, as defined by this ordinance or Section 551.401 of the Texas Transportation Code, or lawn mower and is:

- (1) equipped with side-by-side seating for the use of the operator and a passenger;
- (2) designed to propel itself with at least four tires in contact with the ground;
- (3) designed by the manufacturer for off-highway use only; and
- (4) designed by the manufacturer primarily for utility work and not for recreational purposes. [Texas Transportation Code Sec. 551A.001(6)]

*Authorized Inspection Facility or Entity* means a facility or entity, which may be a mobile or temporarily located operation, approved by the Chief of Police or his designee to inspect and issue city permits for golf carts, ROVs and UTVs for operation in accordance with this article.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1881, § 1, 8-23-22)

**Sec. 98-131. Operation in master planned community, public/private beach, to or from a golf course.**

- (a) An operator may operate a golf cart or OHV in compliance with Texas Transportation Code, Section 551.403 as amended, in a master planned community or to and from a golf course without a city issued permit.
- (b) In compliance with Texas Transportation Code, Section 551.402 as amended, a golf cart operated under this section must display a golf cart license plate issued by the Texas Department

of Motor Vehicles on the rear of the vehicle unless it is operated solely in a master planned community as described by Section 551.403(a)(1) of the Texas Transportation Code.

(c) In accordance with Texas Transportation Code, Section 551A.052 as amended, an OHV operated under this section must display an off-highway vehicle license plate issued by the Texas Department of Motor Vehicles on the rear of the vehicle.

(d) Nothing in this article shall supersede the Texas Transportation Code, Sections 551.304, 551.403, or 551A.055 as amended.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1881, § 1, 8-23-22)

**Sec. 98-132. Requirements for operation in corporate city limits.**

(a) The operation of golf carts, ROVs and UTVs within the corporate limits of the City of Rockport upon its public streets and public rights-of-way is hereby authorized when all requirements and restrictions under this section are met.

(b) The operation of a golf cart, ROV or UTV under this section is only authorized upon a public street or public right-of-way with a speed limit of 35 mph or less with the required headlights and taillights on;

(c) A golf cart, ROV or UTV operated under this section must have the following equipment in addition to any equipment required by state statute:

- (1) Headlamps;
- (2) Taillamps;
- (3) Front and rear reflectors;
- (4) Parking brake;
- (5) Rearview mirrors;
- (6) Turn signal lights;
- (7) A "slow moving vehicle" reflective triangle affixed to the rear;
- (8) Seat belts; and
- (9) A flag on a six-foot pole affixed to the rear.

(d) ROVs and UTVs operated under this section must also be equipped with:

- (1) a brake system maintained in good operating condition;
- (2) an adequate muffler system in good working condition; and
- (3) a United States Forest Service qualified spark arrester.

(e) A golf cart, ROV or UTV operated under this section must have the equipment required under this section verified and inspected by an authorized inspection facility or entity annually and must properly display a valid, unexpired permit sticker issued by the authorized inspection facility or entity performing the inspection.

(f) An annual fee of \$40.00 shall be charged for inspection and permitting of golf carts, ROVs, and UTVs. After verifying that all equipment required under this section is installed and in good working order and upon payment of the required fee, an authorized inspection facility or entity shall affix a permit sticker, issued by the Police Department, to the slow-moving vehicle sign required by this section. Permit stickers are valid for 12 months and expire on the last day of the month in which they are issued. The authorized inspection facility or entity shall punch out the month and year of expiration on each permit sticker prior to issuance.

(g) In compliance with Texas Transportation Code, Sections 551.402 and 551A.052 as amended, a golf cart, ROV or UTV operated under this section must display a golf cart license plate or OHV license plate issued by the Texas Department of Motor Vehicles on the rear of the vehicle.

(h) A person operating a golf cart, ROV or UTV under this section must possess a valid driver license and obey all Texas laws and traffic regulations, regardless of whether such vehicle is permitted or properly equipped.

(i) A golf cart, ROV, or UTV operated under this section must be covered by insurance equal to the current Texas requirement for motor vehicles, regardless of whether the golf cart, ROV or UTV is permitted or properly equipped. This coverage may be by a separate policy or covered by the owner's or operator's homeowner's insurance policy.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1639, § 1, 10-28-14; Ord. No. 1881, § 1, 8-23-22)

### **Sec. 98-133. Prohibitions.**

(a) Golf carts, ROVs, and UTVs are prohibited on any roadway in the State Highway System including Farm to Market Roads located within the corporate boundaries of the city regardless of the speed limit on that portion of the State Highway or Farm to Market Road.

(b) Golf carts, ROVs and UTVs are prohibited on any sidewalk or hike and bike trail within the corporate boundaries of the city.

(c) All-terrain Vehicles (ATVs) and Sand rails are prohibited on any highway, roadway, sidewalk or hike and bike trail within the corporate boundaries of the city. An authorized

inspection facility or entity shall not inspect or issue a city permit sticker to an ATV or Sand rail for operation under Section 98-132.

(Ord. No. 1528, § 1, 1-25-11; Ord. No. 1564, § 1, 3-27-12; Ord. No. 1881, § 1, 8-23-22)

**Sec. 98-134. Authorized Inspection Facility and Entity Requirements.**

(a) Application to become an authorized inspection facility or entity must be made to the Chief of Police on a form prescribed by the Rockport Police Department and must include:

- (1) Owner or operator name and date of birth;
- (2) Business or residential address (no PO Box);
- (3) Company manager name and date of birth;
- (4) Company name and address;
- (5) Company email and phone number;
- (6) Hours of operation; and
- (7) Acknowledgement of, and agreement to abide by, this article.

(b) Inspections must be performed at a minimum of three days per calendar week and must include weekdays and at least one weekend day.

(c) The Chief of Police shall conduct a background check of applicants, to include owners, operators, and managers, as appropriate, and will approve qualified applicants as authorized inspection facilities or entities.

(d) No more than one authorized inspection facility or entity per 2500 residents will be approved at any one time.

(e) Upon approval, the Police Department will issue permit stickers to authorized inspection facilities and entities, who are accountable for all issued permit stickers. Authorized inspection facilities and entities need not reapply for approval when requesting additional permit stickers but shall complete a new application form when owners, operators, or managers change. They will update contact information with the Police Department as necessary.

(f) Each authorized inspection facility and entity shall submit payment to the City of Rockport Finance Department for 50 percent of the fee collected for inspections and permit stickers issued by the authorized inspection facility and entity on a monthly basis.

(g) Each authorized inspection facility and entity shall submit a monthly report to the Chief of Police on the prescribed form indicating at a minimum the number of inspections performed, the

number of passed and failed inspections, the number of permits issued, and the following information pertaining to permitted vehicles:

- (1) Make;
- (2) Model or body style;
- (3) Primary and any secondary color;
- (4) Vehicle Identification Number or other serial number if no VIN;
- (5) State license plate numbers; and
- (6) Appropriate contact information for owner/operator including a local address if available.

(h) Authorized inspection facilities and entities are subject to inspection during hours of operation by the Chief of Police or his designee to ensure compliance with this article and as provided by other ordinances. Failure to adhere to any part of this article may be grounds for approval revocation as an authorized inspection facility or entity.

(i) Any unused or mutilated permit stickers shall be returned to the Police Department.

(Ord. No. 1881, § 1, 8-23-22)

**CITY COUNCIL AGENDA**  
**Regular Meeting: December 13, 2022**

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**AGENDA ITEM: 27**

Hear and deliberate on a presentation from our gas consultant (Simon Pena), on the status of the City of Rockport Gas Utility System and the potential sale of the gas utility.

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

**APPROVED FOR AGENDA: VRS**

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**BACKGROUND:** The current gas system faces many upcoming challenges, which will result in significant infrastructure investments to maintain regulatory compliance. The sheer workload and demand for qualified personnel to maintain an aging gas system is immense.

A timeline and the legal process for a potential sale of the Gas Utility System will be discussed.

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**FISCAL ANALYSIS:**

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**STAFF RECOMMENDATION:** Consensus of Council for staff to proceed with the potential sale of the gas utility system.

# CITY OF ROCKPORT

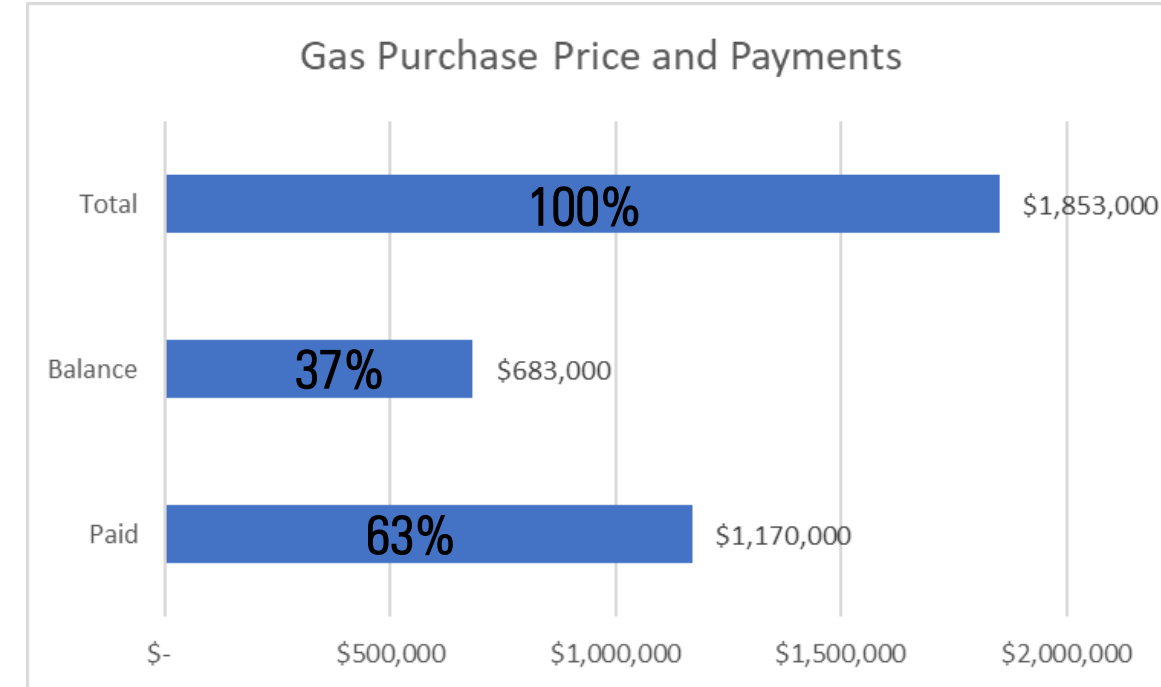
## NATURAL GAS SYSTEM DISCUSSION



# *BACKGROUND*

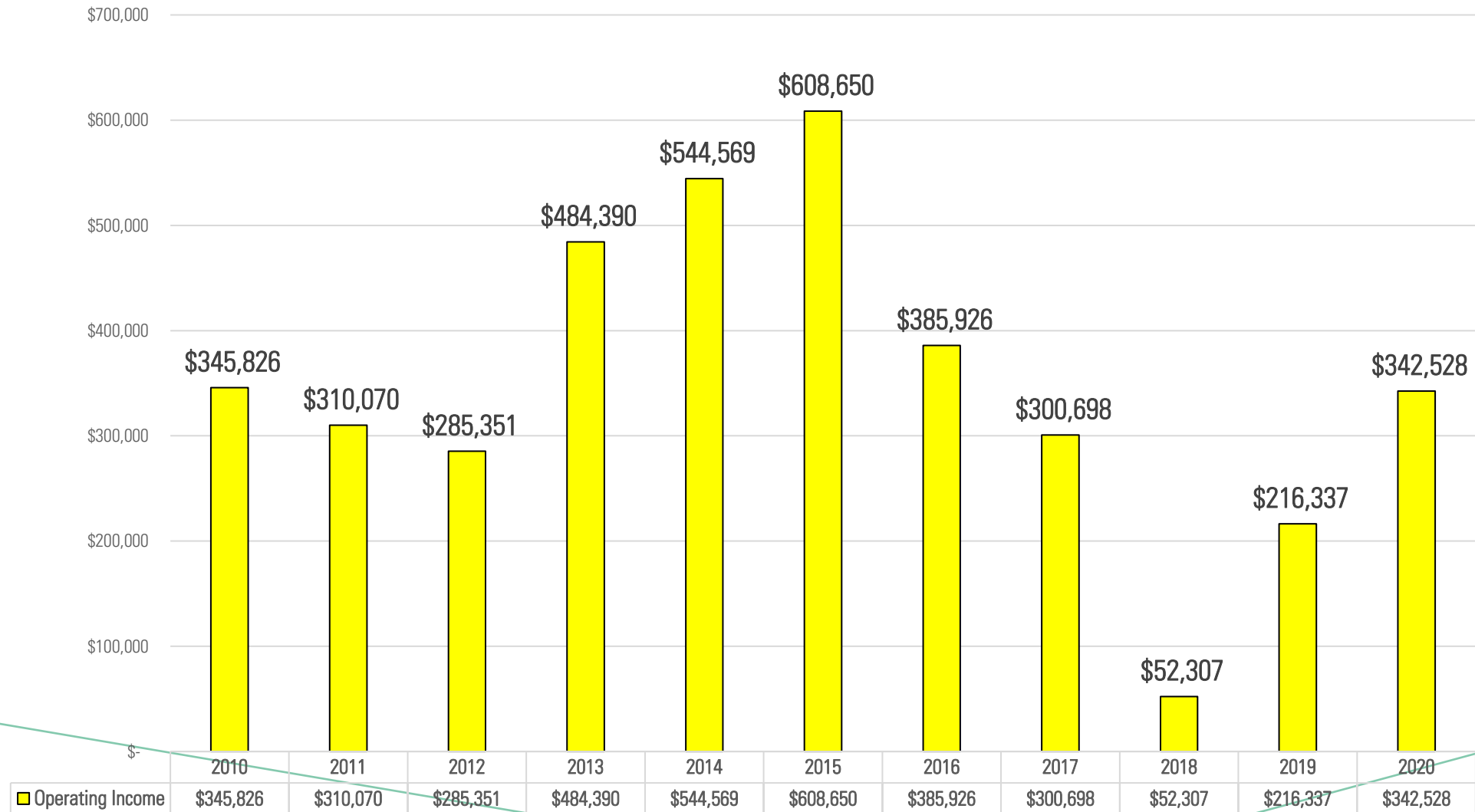
227

- The Gas System was acquired by the City in 2008
- Purchase Price was **\$2,067,205**
  - The General Fund paid \$155,000 for the existing office building
  - An adjustment of \$59,205 was made for other assets
  - Net Purchase Price was **\$1,853,000** paid by the Utility Fund
  - The Natural Gas Fund makes annual payments to the Utility Fund of \$90,000
  - As of 9/30/22 the outstanding balance is **\$683,000** (7.5 yrs. approximate payoff)
  - 2014 Certificate of Obligation included **\$3,299,920** for construction of the CNG fueling station



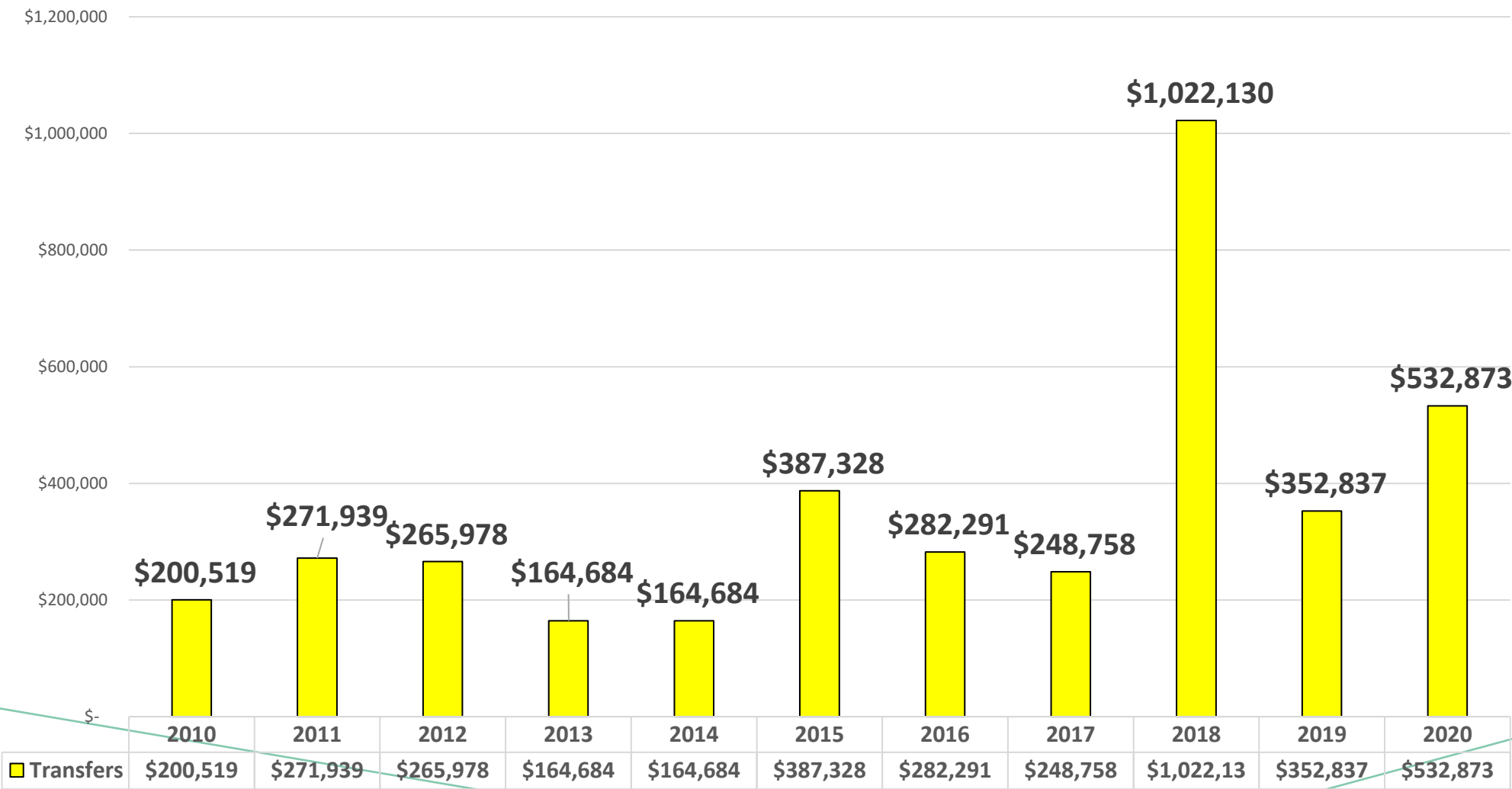
# REVENUES & EXPENSES BY YEAR

Operating Income- Operational (Revenues-Expenses) prior to Transfers



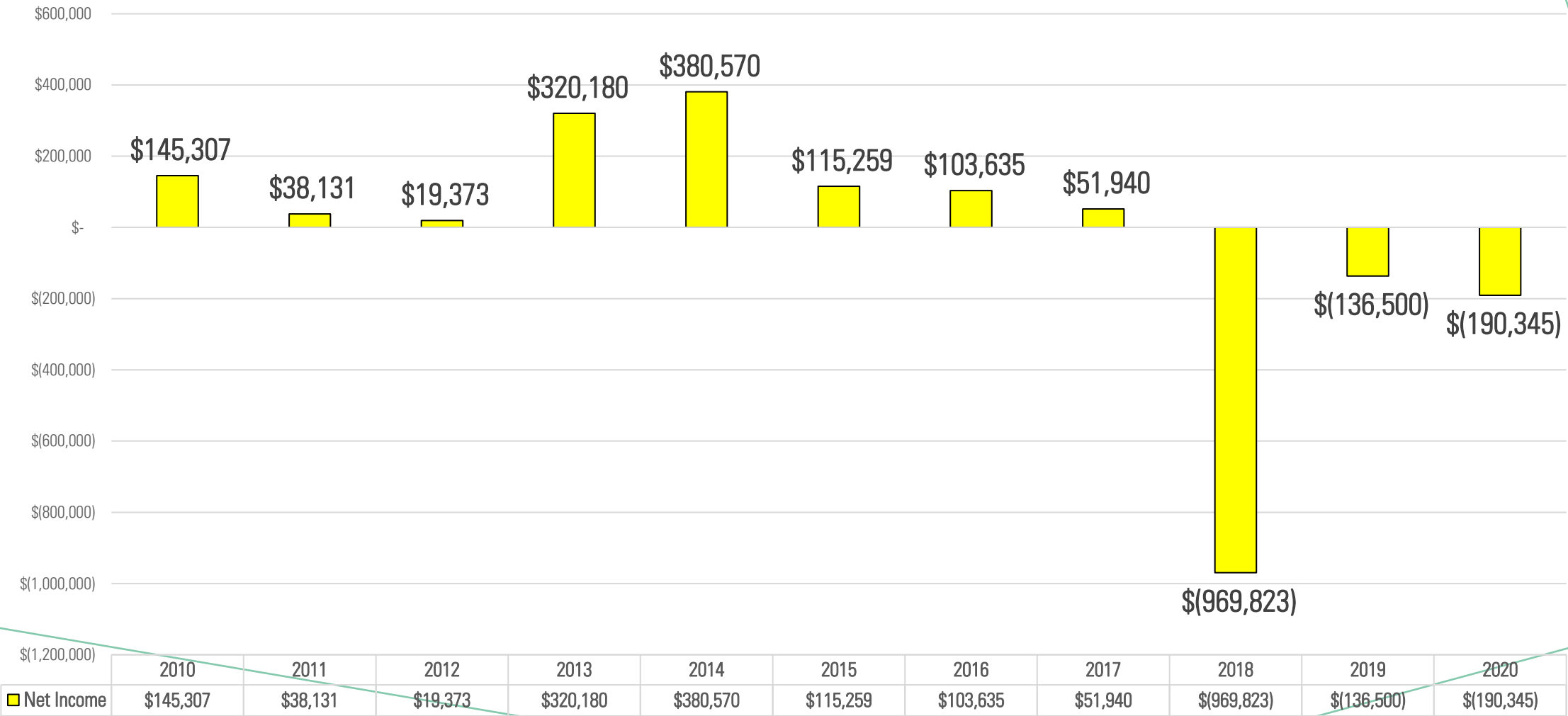
# REVENUES & EXPENSES BY YEAR

## Transfers



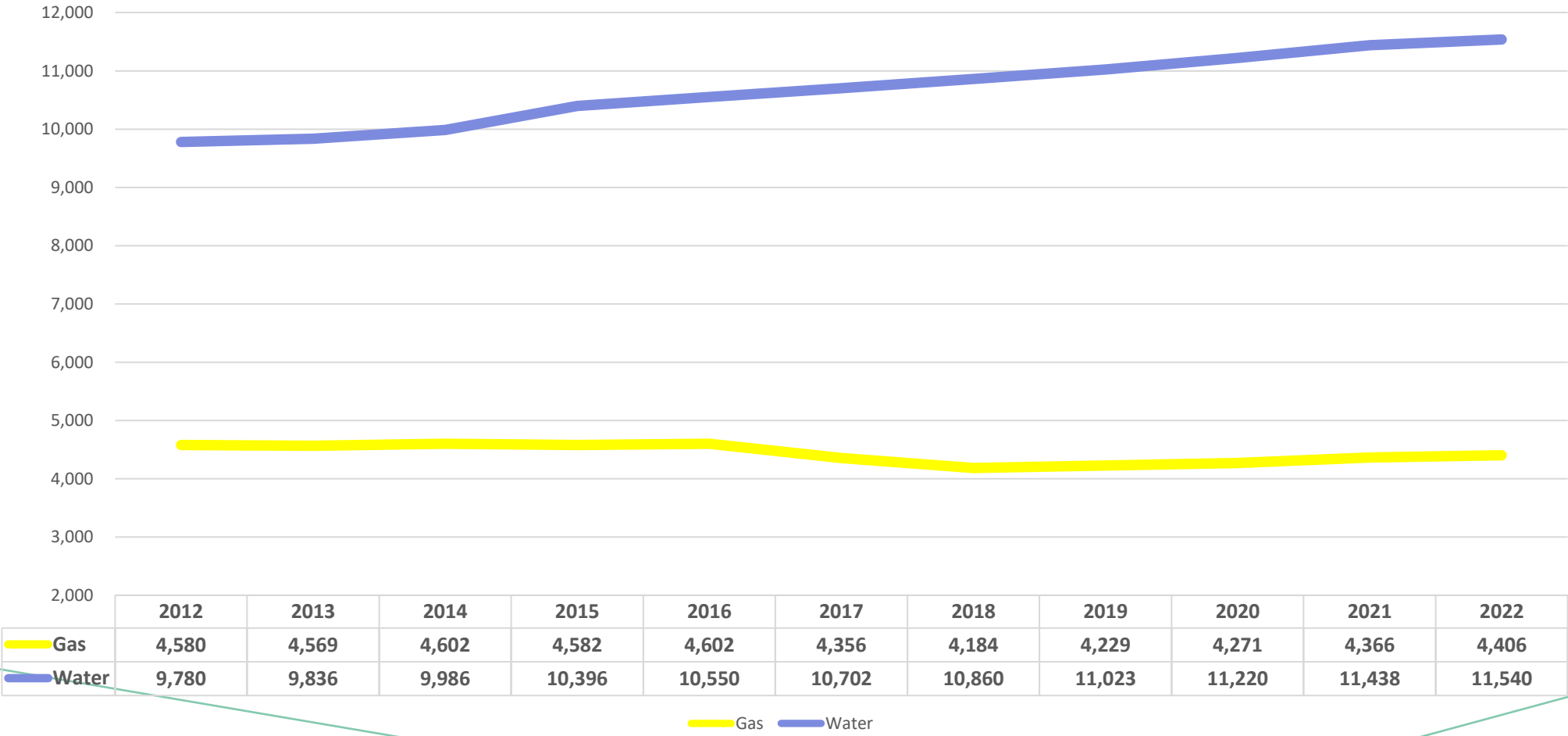
# REVENUES & EXPENSES BY YEAR

Net Income-after transfers

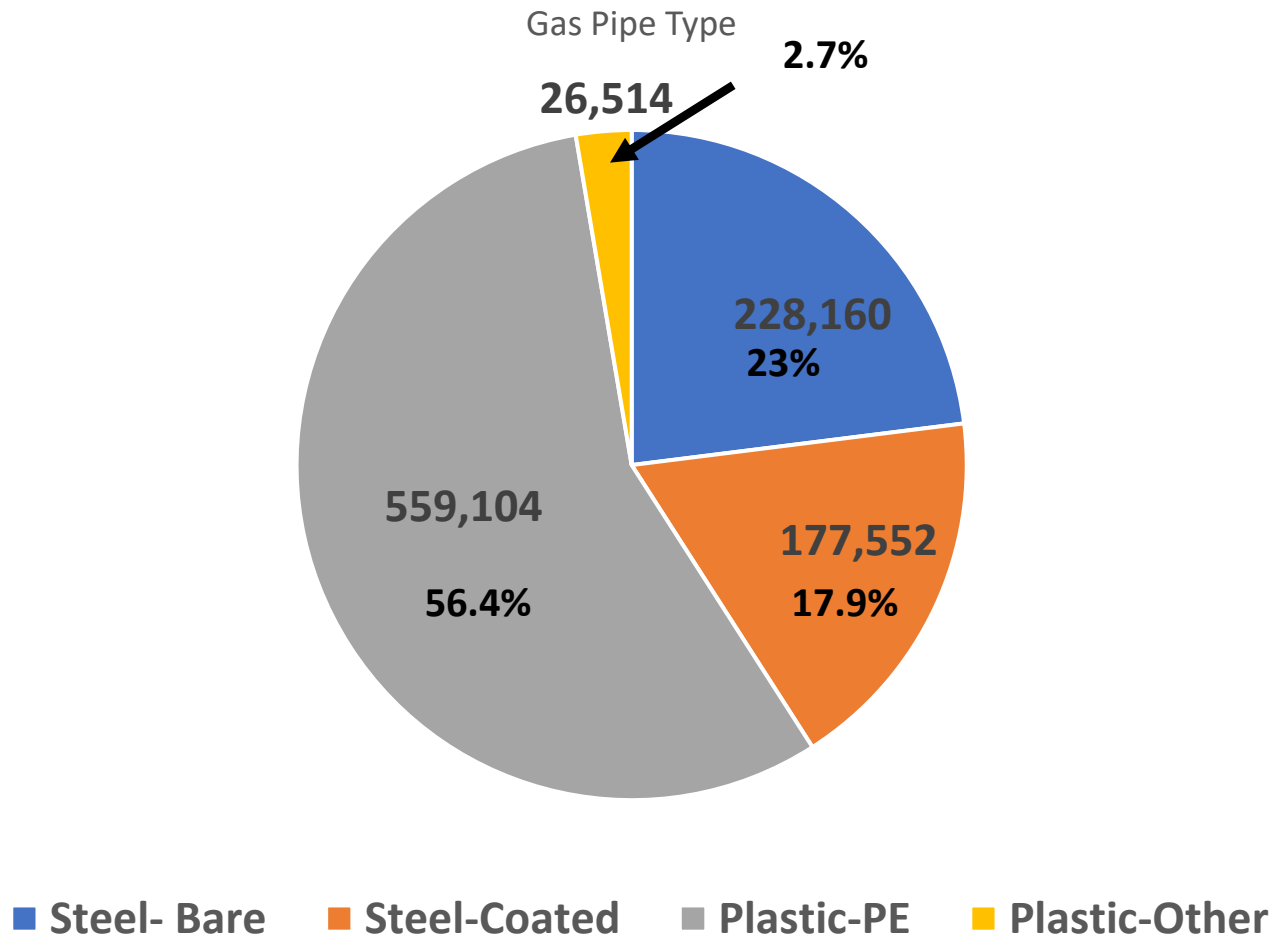


# CONNECTIONS

## Water & Gas Connections



# GAS PIPE BY TYPE



| Pipe          | Footage | %     |
|---------------|---------|-------|
| Steel- Bare   | 228,160 | 23.0% |
| Steel-Coated  | 177,552 | 17.9% |
| Plastic-PE    | 559,104 | 56.4% |
| Plastic-Other | 26,514  | 2.7%  |
| Total         | 991,330 |       |
| Total Miles   | 187.75  |       |

# *CHALLENGES*

- Maintain compliance with U.S. DOT's Pipeline Hazardous Material Safety Administration's (PHMSA) and the Texas Railroad Commission's Pipeline Safety's rules and regulations. which includes periodic safety inspections of the distribution system and an annual audit of the system.
- Distribution Integrity Management Plan (DIMP)- Replacement mandated and associated costs
- System Modeling- South Gate Closure
- Cathodic Protection Workload & Leak Repair
- 7 Full time employees- Operator Qualifications
- Maintenance of CNG facilities and replacement cost of facilities

# *CHALLENGES*

- Gas Rates will have to be raised in order to meet the regulatory burden of steel line replacement. All this in times of material and contractor shortages.
- Failure to comply could lead to costly fines from the RRC
- Line replacement costs. Density and difficulty, older steel lines tend to be in more congested areas (downtown Rockport).
- Port Aransas has a similar gas line replacement project where they will spend approximately \$22,000,000 for 51 miles of gas line replacement, roughly \$435,000/mile
- Other examples are costs associated with gas line relocates for Concho St & other GLO drainage projects.

## *ADVANTAGES OF A SALE*

- Infrastructure Upgrades
- Line/Distribution Safety
- Economies of Scale
- Qualified Personnel for various OQs
- Bargaining Power
- Regulatory Burden

# *LEGAL AUTHORITY TO SELL A MUNICIPAL GAS UTILITY IN TEXAS*

- **Sec. 1502.055. ELECTION. (a)** Unless authorized by a majority vote of the qualified voters of the municipality, a municipality may not sell a utility system, park, or pool.
  - Sec 1502.055 Election (c) This section does not apply to the sale of an unencumbered natural gas system owned by a municipality with a population of more than 100,000
- Holland & Knight –memorandum regarding the legal authorities for privatization of a municipal owned gas utility.
- 2014 Certificate of Obligation included \$3,299,920 for construction of the CNG fueling station

# *SIMON PEÑA- SRP & ASSOC LLP*

- Simon Peña serves as the city's gas system regulatory consultant. Simon Peña has a wealth of experience from a regulatory background, manager and owner of gas utilities and experience in working with Municipalities in the sale of their gas operations.
- Devine
- Three Rivers
- Stockdale

# *SIMON PEÑA- SRP & ASSOC LLP*

## **Elements of the Gas System Sale**

- Council approves to place the Sale of the Gas System on the ballot for the 2023 May Election
- Vote to approve the sale of the Gas System
- RFP Criteria & Design
- Adequate time for “Kicking the Tires”
- Council Selection of a Buyer- City Council can deny any and all offers or accept a bid made for the Gas System and a final negotiated agreement.
- Transfer Agreement- operational nuts & bolts
- Final Conveyance

# *ESTIMATED TIMELINE*

| Date Started | Date Completed | Duration | Task                                                                            |
|--------------|----------------|----------|---------------------------------------------------------------------------------|
| 1/10/23      | 1/10/23        | 1 day    | Council takes action to place the sale of the gas system on the May 2023 ballot |
| 3/28/2023    | 3/28/2023      | 1 day    | Public Meeting                                                                  |
| 5/6/2023     | 5/6/2023       | 1 day    | Vote held                                                                       |
| 5/23/2023    | 5/23/2023      | 1 day    | Council approves the RFP                                                        |
| 5/29/2023    | 5/29/2023      | 1 day    | RFP hits the streets                                                            |
| 5/29/2023    | 7/28/2023      | 60 days  | RFP closing for submittals                                                      |
| 8/8/2023     | 8/8/2023       | 1 day    | Council selects and awards the sale of the gas utility                          |
| 8/8/2023     | 9/7/2023       | 30 days  | Draft & Finalize the Transfer Agreement                                         |
| 9/25/2023    | 9/25/2023      | 1 day    | Council Approves the Final Transfer Agreement                                   |
| 9/25/2023    | 12/1/2023      | 67 days  | Execution of Transfer Agreement- Sale Complete                                  |

# *DISCUSSION & QUESTIONS*

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

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**AGENDA ITEM: 28**

Deliberate and act on reallocation of budget line items in order to fund the relocation of drainage boxes on Orleans Street to Magnolia Park in association with the GLO Drainage project.

**SUBMITTED BY:** Council Member Brad Brundrett

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** The City of Rockport is currently working with the General Land Office under the CDBG-DR program to construct drainage infrastructure and drainage improvements under the Community Development and Revitalization program within the area of the streets of Market, Church, Ann, and Orleans.

Materials were delivered construction began in early 2022 on the GLO project. Due to circumstances beyond the City's control, the awarded contractor walked off the job site in early May 2022, leaving an unfinished job and materials along the site streets in front of many residents' homes. City staff has been working diligently with bond companies, the GLO, and other contractors to secure the drainage infrastructure projects and complete the construction. Unfortunately, this is a long-drawn-out project that has multiple moving parts and an extended time line.

The delay in construction has resulted in concerns from homeowners along Orleans Street and requests to have the boxes removed and relocated to another area. The City does not have the equipment or personnel needed to relocate these boxes. A quote has been obtained for approximately \$12,000 to rent the appropriate equipment and operator in order to move the boxes. Because this project is funded by the GLO, the cost to move the boxes cannot be added to the scope of work of the grant and cannot be expensed to the grant. The cost to move the boxes will be at the City's expense out of the General Fund, an unbudgeted expense.

At the request of Council Member Brundrett, Staff has located possible funding options within the General Fund for the required \$12,000 to relocate the drainage boxes from Orleans Street to Magnolia Park.:

1. \$5,000 From the Emergency Operations Fuel and Supply line items
2. \$2,000 From the City Council Travel & Training budget
3. \$3,000 From Certification Pay line items in departmental budgets that are waiting on the approval of certification pay (Finance and Information Technology).
4. \$2,000 From Travel & Training budget line items from various operating departments (Equally divided – Finance, City Secretary, City Manager, IT, Police, Building & Development, Parks)

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**FISCAL ANALYSIS:** The \$12,000 for the rental of equipment operator for the relocation of

the drainage boxes off Orleans Street is not currently budgeted and does not meet criteria to include in the GLO grant. Funding this request will reduce funding of other line items within FY2022-2023 Budget.

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**STAFF RECOMMENDATION:**

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

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**AGENDA ITEM: 29**

Deliberate and act on Amendment No. 1 to the Standard Professional Services Agreement with Broaddus & Associates regarding the project oversight of the new city hall facility.

**SUBMITTED BY:** Kimberly Henry, Assistant to the City Manager

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** The New City Hall project is well underway, and we have recently reached a milestone and had a Top-Out celebration. As we progress with this new structure, there have been a few things that have been brought to our attention. One of those items is the need for additional contractual services for project oversight. Broaddus & Associates has been providing these services since May of 2020. Since that time, there have been some unexpected developments and delays that are detailed in the amendment and letter (Attachment A).

As these items were discussed with previous management, additional funds were estimated during the discussions with city council in January 2022. As you will recall, the Professional Services were estimated to be \$1,356,706 (Attachment B). This is inclusive of both PGAL and Broaddus & Associates. Their original contracts were \$616,179 (inclusive of \$13,031 of incidentals) and \$375,000 respectively, which totals \$991,179; allowing for an additional \$365,527 contingency available in the budget if the council approved any contract amendments.

Typically, the senior project manager has spent between 45-60 hours per month on our project. Broaddus & Associates' attached request is for an additional \$100,000 which would allow for 60 hours per month for the last three months of closeout items and 35 hours per month for all other months, with an expected closeout of October 2023. Staff are already working with the senior project manager to reduce the hours per month on this project and are currently tracking at 30-35 hours per month. Even with the original contract of \$375,000 plus the additional \$100,000 for a total of \$475,000, this is only 2.83% of contracted construction amount, which is lower than the normal 5% estimated for project management.

With substantial completion being in September or October 2023, even if there are delays due to transformer and/or generator issues, the additional months will not require any substantial hours, if any, for completion of this project.

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**FISCAL ANALYSIS:** With the \$365,527 of contingency still available within Professional Services, a reduction of \$100,000 would still leave a balance of \$265,527 of contingency funds for Professional Services. Attachment C includes a current snapshot of the project revenues and expenditures to date along with all items proposed at this meeting. There are sufficient funds within the budget for this amendment.

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**RECOMMENDATION:** Staff recommend approval of Amendment No. 1 to the Standard Professional Services Agreement with Broaddus & Associates regarding the project oversight of the new city hall facility.

AMENDMENT NUMBER 1  
TO THE AGREEMENT  
BETWEEN  
THE CITY OF ROCKPORT, TEXAS  
AND  
BROADDUS & ASSOCIATES

This Amendment serves to modify the Professional Services Agreement ("Agreement") between The City of Rockport, Texas ("the City") and Broaddus & Associates ("CM Agent") entered into on May 14, 2020. Thus, the Agreement is hereby amended as follows:

1. Pursuant to the terms included in the CM Agent's proposal for continued services attached herein as Exhibit 1, the not-to-exceed contracted fee shall be increased by \$100,000. This amount shall be used to cover services provided by the CM Agent on a part-time basis from August 2022 through September 2023.
2. All other terms and conditions of the Agreement are to remain unchanged.

In witness whereof, the parties hereto have executed this Amendment under their respective hands, each of which shall be deemed an original.

The City of Rockport, Texas

Broaddus & Associates

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed or typed name and title

\_\_\_\_\_  
Printed or typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# BROADDUS & ASSOCIATES

November 06, 2022

Ms. Vanessa Shauner  
City Manager  
2751 SH 35 Bypass  
Rockport, TX 78382

Dear Ms. Shauner:

Thank you for your continued support and active engagement in the City of Rockport City Hall project, which is currently under construction. Broaddus & Associates has diligently supported this project under a professional service agreement entered into with the City of Rockport in May 2020. The agreement for a fee not to exceed \$375,000 allowed Broaddus to act as the City's construction management representative for the reconstruction of a 28,000 square foot City Hall destroyed during Hurricane Harvey. Due to factors outside our control, the original schedule used in developing our staffing plan and contract amount has now passed. In order to continue to provide support to the City for the duration of the project, we request an addition of \$100,000 to our contract to keep Mark Williams, our Senior Project Manager, engaged on this project from August 2022 through the project delivery on September 21, 2023.

This project has experienced several issues which resulted in multiple months of delay in addition to the need to dedicate more effort than initially anticipated, which can be attributed to primarily four factors. First, Broaddus assisted the City in developing the contract front end and specifications to a level much greater than expected. In most instances, the contracting entity drafts these documents internally from boilerplate documents that are easily adaptable to a project. In this instance, the city did not have the resources and Broaddus assisted in creating a 200+ page bid document that included significant research to ensure compliance with City of Rockport, TDEM and FEMA requirements. Developing the Division 0 specifications for the bid documents resulted in approximately 320 hours of unplanned efforts, which was over \$50,000 in additional expense.

Secondly, when the bids were opened in December 2021 there were only two bids, which is less than the minimum of three bids required by TDEM. Broaddus facilitated a request to TDEM for an exception to policy which was ultimately approved. An additional 80 hours (approximately \$13,500) was spent in this effort. In February 2022, the city awarded a construction contract to Teal Construction Company (Teal) for their low bid of \$16,800,000.

Thirdly, because Teal's bid was close to \$2 million above the project budget, it required an extensive value engineering effort to identify areas of potential savings to the project. Broaddus led a comprehensive value engineering effort by coordinating with multiple entities and additional cost estimating. In April 2022, Teal and the city reached a mutually agreed list of value engineering reductions which totaled \$900,000 in project savings. Our additional time spent for this effort was approximately 120 hours (approximately \$20,000) and proved to be an important effort due to the reduction in the amount of city funds required to execute this project.

Finally, and perhaps most disruptive to the schedule, there were delays. The first delay was when the city held back 3 months or 90 days of letting the bid in order to publish a joint bid with the

County project. The next delay was associated with a city contract to repair drainage infrastructure. In October 2021, Burnside (BSI) was awarded a contract to execute this effort. Within BSI's project scope was replacing a 32-inch underground culvert that ran directly through the City Hall project site. BSI experienced significant delays and impeded the City Hall project to begin until late April 2022. BSI project activities and stored materials prevented Teal from initiating site preparations for three months. We have not estimated the hours lost due to these delays.

In our modified fee we are including only the **minimum effort required** to complete the project. Based on the current construction progress we believe that the project will be turned over around September 2023. We have applied this delivery date to an estimated level of service from Mark over the remaining months of the project. We estimate Mark will require an average of 35 hours per month from August 2022 through July 2023 and a slight increase to 60 hours per month from August 2023 through October 2023 to account for project close-out requirements. Should the project extend past the projected date of Substantial Completion of September 21, 2023, due to suspected supply chain issues such as our building generator and/or our electrical transformer, it may be necessary to request additional fees based on the time extension accrued.

In closing, we are honored to continue serving the City of Rockport in a role that is helping to recover from the devastating impacts from Hurricane Harvey. Our team, represented daily by Mark Williams, has demonstrated significant commitment to delivering this project and has added value at every stage of the way. Please let me know if you have any questions regarding this request. You have my assurance that we will continue to be involved in this effort and our team will do whatever it takes to meet the City of Rockport's expectations.

Respectfully,



Scott Broaddus  
Vice President and Chief Financial Officer

Exhibits:

- A – City of Rockport Agreement with Broaddus and Associates, 14 May 2020
- B – Fee Increase Schedule

## Proposed Financial Plan

|                                       |                    |
|---------------------------------------|--------------------|
| <b>2022 Tax Note</b>                  | <b>\$8,120,000</b> |
| City Hall*                            | (\$5,385,492)      |
| Dispatch**                            | (\$834,508)        |
| Vehicles & Equipment***               | (\$1,900,000)      |
| <b>2022 Certificate of Obligation</b> | <b>\$3,500,000</b> |
| Drainag and Street Projects           | (\$3,500,000)      |

## City Hall Project Summary

|                       |                       |
|-----------------------|-----------------------|
| <b>City Hall</b>      |                       |
| Teal                  | (\$16,380,000)        |
| Soft Costs            | (\$1,079,888)         |
| Professional Services | (\$1,356,706)         |
| A/V & Security        | (\$1,000,000)         |
| <b>Total Expense*</b> | <b>(\$19,816,594)</b> |
| 2020 Tax Note         | \$11,770,000          |
| FEMA                  | \$1,937,566           |
| Windstorm             | \$702,788             |
| Rebuild Texas         | \$20,748              |
| <b>Total Revenue</b>  | <b>\$14,431,102</b>   |
| <b>Deficit</b>        | <b>(\$5,385,492)</b>  |

\*Does not include any value engineering

## Capital Improvement Project DTAP - New City Hall

### Revenues

| Status                | Notes         | Source        | Amount                                       |
|-----------------------|---------------|---------------|----------------------------------------------|
| Pending               | LL working on | FEMA          | \$1,683,042.73 Revised conservative estimate |
| Rec'd                 |               | Windstorm     | \$702,788.00                                 |
| Rec'd                 |               | Rebuild Texas | \$20,748.00                                  |
| Rec'd                 |               | 2020 Tax Note | \$11,770,000.00                              |
| Rec'd                 |               | 2022 Tax Note | \$5,385,492.00                               |
| Pending               | LL working on | TML-IRP       | \$170,000.00 estimate                        |
| Rec'd                 |               | Court Funds   | \$15,000.00                                  |
| <b>Total Revenue:</b> |               |               | <b>\$19,747,070.73</b>                       |

Still Within  
Budget

### Expenses

| Category              | Contractor | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |
|-----------------------|------------|------------------------------------|-----------------------------------------|-----------------------|---------------|-------------------------------------------|
| Construction          | Teal       | \$16,380,000.00                    | \$15,480,000.00                         | \$4,016,307.31        | 25.95%        | \$15,480,000.00                           |
| Professional Services | PGAL       | \$1,356,706.00                     | \$616,179.00                            | \$529,505.20          | 85.93%        | \$866,179.00                              |
|                       | Broaddus   |                                    | \$375,000.00                            | \$374,935.50          | 99.98%        | \$475,000.00                              |
| A/V & Security        | ACS        | \$1,000,000.00                     |                                         |                       |               | \$1,100,000.00                            |
| Soft Costs            | Misc       | \$1,079,888.00                     | \$1,079,888.00                          | \$301,637.68          | 27.93%        | \$1,079,888.00                            |
|                       |            | <b>\$19,816,594.00</b>             | <b>\$17,551,067.00</b>                  | <b>\$5,222,385.69</b> | <b>29.76%</b> | <b>\$19,001,067.00</b>                    |
|                       |            | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

---

**AGENDA ITEM: 30**

Deliberate and act on an Amendment to the Standard Professional Services Agreement with PGAL regarding the architect and engineering of the new city hall facility.

**SUBMITTED BY:** Kimberly Henry, Assistant to the City Manager

**APPROVED FOR AGENDA:** VRS

---

**BACKGROUND:** The New City Hall project is well underway, and we have recently reached a milestone and had a Top-Out celebration. As we progress with this new structure, there have been a few things that have been brought to our attention. One of those items is the need for additional contractual services for architect/engineering. PGAL has been providing these services since February of 2019. Since that time, there have been some unexpected developments and delays that are detailed in their letter (Attachment A).

As these items were discussed with previous management, additional funds were estimated during the discussions with city council in early 2022. As you will recall, the Professional Services were estimated to be \$1,356,706 (Attachment B). This is inclusive of both PGAL and Broaddus & Associates. Their original contracts were \$616,179 (inclusive of \$13,031 of incidentals) and \$375,000 respectively, which totals \$991,179; allowing for an additional \$365,527 contingency available in the budget if the council approved any contract amendments.

Even with the original contract of \$616,179 plus the additional \$250,000 for a total of \$866,179, this is only 5.29% of contracted construction amount, which is within range of the 5% estimated for project engineer/architectural services.

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**FISCAL ANALYSIS:** With the Professional Services contingency of \$365,527, minus a reduction of \$100,000 for Broaddus there is still a balance of \$265,527 that is sufficient for the \$250,000 needed for PGAL. Attachment C includes a current snapshot of the project revenues and expenditures to date along with all items proposed at this meeting. There are sufficient funds within the budget for this amendment.

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**RECOMMENDATION:** Deliberate and act on an Amendment to the Standard Professional Services Agreement with PGAL regarding the architect and engineering of the new city hall facility.

ARCHITECTURE  
ENGINEERING  
INTERIORS  
PLANNING



December 5, 2022

Ms. Vanessa Schrauner  
City Manager  
City of Rockport  
275 I State Hwy. 35 Bypass  
Rockport, TX 78382  
Voice: (361) 729-2213 x 253  
Email: [citymgr@cityofrockport.com](mailto:citymgr@cityofrockport.com)

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

RE: Additional Services Fee Proposal  
RFQ #2019-01A Aransas County Texas New Courthouse / City Hall Complex  
Downtown Anchor Project

Dear Ms. Schrauner:

Thank you for the continued opportunity to work with you and the City of Rockport on the Downtown Anchor Project. I am writing to request that additional funds be allocated to our contract to appropriately adjust our design fees to align with the actual project cost, and the level of effort that has been required to sustain the design effort. There are also several fee and contract adjustments needed based on our actual scope of work.

### **Concho St. Drainage and City Hall Project Site Civil Engineering**

Firstly, the Concho St. Drainage Project was removed from the scope of the project, since it is in the right-of-way, and the extent of the project extends well beyond the project site of the city hall. The fee originally proposed for this work is \$50,000, and is listed under Specialty Consulting Services on our original proposal.

However, when the initial design fee proposal was negotiated, the City had not yet purchased the property south of Concho St. that the City Hall is sited on. The proposal specifically excluded Civil Engineering and Landscape Architecture on the property outside of the two city blocks bounded by N. Church, E. Mimosa, N Magnolia and E. Concho Streets. The fees requested for completing the Civil Engineering and Landscape Architecture portions of this project are proposed to be \$50,000.

Essentially, the design fees for the Concho St. Drainage and the Civil and Landscaping Design for the City Hall property are the same, so the result of this change in scope is a zero-cost change in net fee.

Ms. Vanessa Schrauner  
 RFQ #2019-01A Aransas County Texas New Courthouse / City Hall Complex  
 Downtown Anchor Project – Additional Services Fee Proposal  
 December 5, 2022  
 Page 2

### **Technology, Security and Audio/Visual Design Scope of Work**

The City has chosen to utilize ACS for the Technology, Security and Audio/Visual Design scope-of-work. The value of our fees from the original proposal for those design efforts was \$33,132. Since we had advanced the project through Schematic Design, had some programming meetings, and there have been additional programming meetings with ACS that are requiring changes to already approved drawings, we are suggesting that we refund 50% of that fee back to the City. Therefore, there will be a credit of (\$16,566) for the original fee that will not be used.

### **Basic Services**

Based on our contract, our basic services design fee is currently \$430,723 which was originally negotiated based on 6.5% of construction cost. Anticipated construction cost at that time was of \$6,626,500 +/- for the City Hall portion of the project. The construction cost was derived from taking +/-30% of the anticipated maximum \$22m construction cost for the combined City and County projects. That percentage was based on the city hall's percentage of overall project square footage, an anticipated 25,000 sq. ft. of an overall 83,000 sq. ft. of building area.

Based on information received since our original proposal was submitted, the way the design progressed, and the general contractor's actual bid price, the cost of the project has changed significantly. The construction budget for City Hall rose over the course of several cost estimates performed by the CM-Agent, Broaddus, Inc., from \$11,200,000 +/- at the Schematic Design phase to \$12,640,000 +/- at 95% Construction Documents. The bid price of the project ended up being \$16,380,000. We agreed to value engineer the project to reduce that overall bid amount by \$900,000. This has been deducted from the bid amount, making the project cost currently \$15,480,000. This is more than double the budget number that we were told was the maximum when negotiating our fees. Based on keeping our basic services fee at 6.5% of construction cost, our revised total fee would come to \$1,006,200.

We realize that construction cost have gone up significantly in recent months, and that project effort does not necessarily align with construction cost in a linear fashion. However, due to several factors, the fee that we've expended at this point in the project is more than our overall fee. Some of the factors that have caused us to expend more time than originally anticipated are as follows:

- Extension of project schedule due to County bond election, value engineering exercises, and coordination between City and County efforts.
- Extensive value engineering efforts to reduce the bid amount by \$900,000.

Ms. Vanessa Schrauner  
 RFQ #2019-01A Aransas County Texas New Courthouse / City Hall Complex  
 Downtown Anchor Project – Additional Services Fee Proposal  
 December 5, 2022  
 Page 3

- Additional work anticipated during the construction administration phase due to the fact that the Community Building was not bid at the same time as the County Courthouse and City Hall. This was because of bid restrictions and requirements for that project due to its State of Texas General Land Office funding. The fact that this project is about to be awarded to a separate general contractor and that completely separate meetings and submittals will be required will cause the design team additional effort.

Based on this, the requested additional fee for is an add of **\$250,000**. See below detail for a breakdown of current and additional requested design fees.

**Current Design Fee – City of Rockport City Hall:**

|                                |            |
|--------------------------------|------------|
| Basic Services:                | \$ 430,723 |
| Specialty Consulting Services: | \$ 172,425 |
| Total:                         | \$ 603,148 |

**Additional Requested Design Fee – City of Rockport City Hall:**

|                                                                |                   |
|----------------------------------------------------------------|-------------------|
| Credit for Concho St. Drainage Civil Engineering               | (\$ 50,000)       |
| Additional Civil Engineering and Landscape Architecture Design | \$ 50,000         |
| Credit for Technology, Security and Audio/Visual Design        | (\$ 16,566)       |
| Additional Basic Services Fee Requested:                       | \$ 266,566        |
| <b>Total Additional Service Fee Requested:</b>                 | <b>\$ 250,000</b> |
| Total Fees after Additional Services:                          | \$ 853,148        |

Remaining fees for Specialty Consulting Services and the Shared Spaces (Community Building and Celebration Plaza) will remain unchanged, as will the reimbursable expenses.

Note that a 6.5% design fee for basic services is on the low side of industry standard, and was negotiated based on the understanding that the County Courthouse, City Hall and Shared Spaces (Community Building, Plaza and Parking) would be designed, developed and bid at the same time, and would be built by the same general contractor. The delays in delivering the county courthouse, caused by multiple Schematic Design phases, the bond election and subsequent sale of tax notes has caused the County portions of the project to lag behind the City Hall project. The design team committed to expediting the design and construction document phases of the County Courthouse so that they could be bid out at the same time as City Hall. In this manner, we realized the economies of scale that were expected when

Ms. Vanessa Schrauner  
RFQ #2019-01A Aransas County Texas New Courthouse / City Hall Complex  
Downtown Anchor Project – Additional Services Fee Proposal  
December 5, 2022  
Page 4

the City and County first decided to enter into the interlocal agreement and procure the project the way that they did. Since timing of the County Courthouse and Shared Spaces projects required separate bids at different times from the City Hall project, and since a separate general contractor was chosen, we are requesting additional service fees, as this will require more effort from the design team to attend separate meetings, respond to separate sets of construction material submittals, and perform site observations, building punchlist and closeout procedures at different times.

Thank you again for the opportunity to serve the City of Rockport on this exciting and important project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul D. Bonnette', with a stylized flourish at the end.

Paul D. Bonnette, AIA  
Principal

CC: Ms. Kimberly Henry – City of Rockport  
Accounting, File – PGAL



# AIA<sup>®</sup> Document G802™ – 2017

## Amendment to the Professional Services Agreement

|                                                                                                                                                                                              |                                                                                                               |                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>PROJECT:</b> <i>(name and address)</i><br>RFQ #2019-01A Aransas County Texas<br>New Courthouse / City Hall Complex<br>Downtown Anchor Project<br>301 N. Live Oak<br>Rockport, Texas 78382 | <b>AGREEMENT INFORMATION:</b><br>Date: February 28, 2019                                                      | <b>AMENDMENT INFORMATION:</b><br>Amendment Number: 001<br><br>Date: December 5, 2022 |
| <b>OWNER:</b> <i>(name and address)</i><br>City of Rockport<br>2751 SH 35 N Bypass<br>Rockport, TX 78382                                                                                     | <b>ARCHITECT:</b> <i>(name and address)</i><br>PGAL<br>3131 Briarpark Drive<br>Suite 200<br>Houston, TX 77042 |                                                                                      |

The Owner and Architect amend the Agreement as follows:

Over the course of the design effort for this project, the design team has expended additional effort that was not originally anticipated.

Some of the factors that have caused us to expend more time than originally anticipated are as follows:

- Extension of project schedule due to County bond election, value engineering exercises, and coordination between City and County efforts.
- Extensive value engineering efforts to reduce the bid amount by \$900,000.
- Additional work anticipated during the construction administration phase due to the fact that the Community Building was not bid at the same time as the County Courthouse and City Hall. This was because of bid restrictions and requirements for that project due to its State of Texas General Land Office funding. The fact that this project is about to be awarded to a separate general contractor and that completely separate meetings and submittals will be required will cause the design team additional effort.

Based on this, the requested additional fee for is an add of \$250,000. See below detail for a breakdown of current and additional requested design fees.

### Current Design Fee – City of Rockport City Hall:

|                                |                   |
|--------------------------------|-------------------|
| Basic Services:                | \$ 430,723        |
| Specialty Consulting Services: | \$ 172,425        |
| <b>Total:</b>                  | <b>\$ 603,148</b> |

### Additional Requested Design Fee – City of Rockport City Hall:

|                                                                |                   |
|----------------------------------------------------------------|-------------------|
| Credit for Concho St. Drainage Civil Engineering               | (\$ 50,000)       |
| Additional Civil Engineering and Landscape Architecture Design | \$ 50,000         |
| Credit for Technology, Security and Audio/Visual Design        | (\$ 16,566)       |
| Additional Basic Services Fee Requested:                       | \$ 266,566        |
| <b>Total Additional Service Fee Requested:</b>                 | <b>\$ 250,000</b> |

**Total Fees after Additional Services: \$ 853,148**

The Architect's compensation shall be adjusted as follows:

Compensation Adjustment:  
\$250,000

**SIGNATURES:**

PGAL

**ARCHITECT** *(Firm name)*

**OWNER** *(Firm name)*

**SIGNATURE**

Paul Bonnette Principal

**PRINTED NAME AND TITLE**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

**DATE**

## Proposed Financial Plan

|                                       |                    |
|---------------------------------------|--------------------|
| <b>2022 Tax Note</b>                  | <b>\$8,120,000</b> |
| City Hall*                            | (\$5,385,492)      |
| Dispatch**                            | (\$834,508)        |
| Vehicles & Equipment***               | (\$1,900,000)      |
| <b>2022 Certificate of Obligation</b> | <b>\$3,500,000</b> |
| Drainag and Street Projects           | (\$3,500,000)      |

## City Hall Project Summary

|                       |                       |
|-----------------------|-----------------------|
| <b>City Hall</b>      |                       |
| Teal                  | (\$16,380,000)        |
| Soft Costs            | (\$1,079,888)         |
| Professional Services | (\$1,356,706)         |
| A/V & Security        | (\$1,000,000)         |
| <b>Total Expense*</b> | <b>(\$19,816,594)</b> |
| 2020 Tax Note         | \$11,770,000          |
| FEMA                  | \$1,937,566           |
| Windstorm             | \$702,788             |
| Rebuild Texas         | \$20,748              |
| <b>Total Revenue</b>  | <b>\$14,431,102</b>   |
| <b>Deficit</b>        | <b>(\$5,385,492)</b>  |

\*Does not include any value engineering

## Capital Improvement Project DTAP - New City Hall

### Revenues

| Status                | Notes         | Source        | Amount                                       |
|-----------------------|---------------|---------------|----------------------------------------------|
| Pending               | LL working on | FEMA          | \$1,683,042.73 Revised conservative estimate |
| Rec'd                 |               | Windstorm     | \$702,788.00                                 |
| Rec'd                 |               | Rebuild Texas | \$20,748.00                                  |
| Rec'd                 |               | 2020 Tax Note | \$11,770,000.00                              |
| Rec'd                 |               | 2022 Tax Note | \$5,385,492.00                               |
| Pending               | LL working on | TML-IRP       | \$170,000.00 estimate                        |
| Rec'd                 |               | Court Funds   | \$15,000.00                                  |
| <b>Total Revenue:</b> |               |               | <b>\$19,747,070.73</b>                       |

Still Within  
Budget

### Expenses

| Category              | Contractor | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |
|-----------------------|------------|------------------------------------|-----------------------------------------|-----------------------|---------------|-------------------------------------------|
| Construction          | Teal       | \$16,380,000.00                    | \$15,480,000.00                         | \$4,016,307.31        | 25.95%        | \$15,480,000.00                           |
| Professional Services | PGAL       | \$1,356,706.00                     | \$616,179.00                            | \$529,505.20          | 85.93%        | \$866,179.00                              |
|                       | Broaddus   |                                    | \$375,000.00                            | \$374,935.50          | 99.98%        | \$475,000.00                              |
| A/V & Security        | ACS        | \$1,000,000.00                     |                                         |                       |               | \$1,100,000.00                            |
| Soft Costs            | Misc       | \$1,079,888.00                     | \$1,079,888.00                          | \$301,637.68          | 27.93%        | \$1,079,888.00                            |
|                       |            | <b>\$19,816,594.00</b>             | <b>\$17,551,067.00</b>                  | <b>\$5,222,385.69</b> | <b>29.76%</b> | <b>\$19,001,067.00</b>                    |
|                       |            | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

#### AGENDA ITEM: 31

Deliberate and act on a Quote/Invoice with Alliance for Community Solutions regarding the security, audio/visual, and networking systems of the new city hall facility.

**SUBMITTED BY:** Kimberly Henry, Assistant to the City Manager

**APPROVED FOR AGENDA:** VRS

**BACKGROUND:** Alliance for Community Solutions (ACS) is a 501(c)(3) corporation that provides enhanced equipment and services that support the overall welfare and resiliency of the communities they contract with by using ACS's technologies and proven practices. Texas Government Code Sections 791.025(b) and (c) allow contracting with nonprofits to satisfy the competitive bid process for goods and services. The agreement between the City of Rockport and ACS was approved in June of 2020 with an automatic annual renewal. Each service or initiative requires a separate quote/invoice to be agreed upon and approved by the appropriate individual(s).

The city has been working with ACS since June 2020 to prepare this quote/invoice for equipment, installation, warranties, and software costs associated with the new city hall project. The original estimate of \$1,100,000 for the various safety, security, and audio video equipment and software for the new facility. Since that time there have been some estimated cost increases and other decreases. When we projected the estimate in January 2022, it was estimated that we could contract for about \$1,000,000 and that is what was presented by previous management to the City Council on 1/19/22 (Attachment A).

Since that time there has been some escalation of equipment costs and due to some value engineering items with the construction contractor, there are some increases in labor and materials that ACS will have to provide. The current quote is again \$1,100,000 (Attachment B) and there are approximately \$130,000 known costs for potential added-alternate bids.

The staff is recommending an amount not to exceed \$1,100,000 that was originally considered. This would allow the staff to value engineer some items out of the quote in order to add in some of the preferred alternate bids and/or reduce the price as needed.

**FISCAL ANALYSIS:** There are sufficient funds within the budget for this approved quote/invoice. Attachment C includes a current snapshot of the project revenues and expenditures to date along with all items proposed at this meeting.

**RECOMMENDATION:** Staff recommends approval of the Quote/Invoice with Alliance for Community Solutions regarding the security, audio/visual, and networking of the new city hall facility for an amount not to exceed \$1,100,000 and authorize the staff to value engineer products and services to the technical level necessary.

## Attachment A

## Proposed Financial Plan

|                                       |                    |
|---------------------------------------|--------------------|
| <b>2022 Tax Note</b>                  | <b>\$8,120,000</b> |
| City Hall*                            | (\$5,385,492)      |
| Dispatch**                            | (\$834,508)        |
| Vehicles & Equipment***               | (\$1,900,000)      |
| <b>2022 Certificate of Obligation</b> | <b>\$3,500,000</b> |
| Drainag and Street Projects           | (\$3,500,000)      |

## City Hall Project Summary

|                       |                       |
|-----------------------|-----------------------|
| <b>City Hall</b>      |                       |
| Teal                  | (\$16,380,000)        |
| Soft Costs            | (\$1,079,888)         |
| Professional Services | (\$1,356,706)         |
| A/V & Security        | (\$1,000,000)         |
| <b>Total Expense*</b> | <b>(\$19,816,594)</b> |
| 2020 Tax Note         | \$11,770,000          |
| FEMA                  | \$1,937,566           |
| Windstorm             | \$702,788             |
| Rebuild Texas         | \$20,748              |
| <b>Total Revenue</b>  | <b>\$14,431,102</b>   |
| <b>Deficit</b>        | <b>(\$5,385,492)</b>  |

\*Does not include any value engineering



# QUOTE / INVOICE

**Rockport, Texas**  
**City Hall Security, Audio / Visual, Cabling**  
**& Low Voltage Infrastructure Project**  
**Attn: Mike Donoho, Rockport Maintenance Manager**  
**Vanessa Shrauner, City Manager**  
  
**2317 – Coastal Bend User's Group**

**Quote & Invoice #: 41807-1421**  
**Member Since: 2012**  
**Subscription Period: 06/1 – 05/31**  
**Date: Nov 28, 2022**  
**Due Date: <sup>1</sup>Upon Receipt of Invoice**

<sup>1</sup> ACS is an Interlocal Cooperative - Per the Interlocal Agreement, quoted costs require prepayment for ACS to manage payments for discounted pricing

**INTRODUCTION:** ACS has worked in South Texas for many years and worked with the first responder communities to create and deploy a world-class integrated multi-agency security system, that allows individual jurisdictions to collaborate with other member jurisdictions across the State to improve threat identification and response capability within their community. Through the ACS Interlocal Program, we have successfully deployed the technologies that benefit hundreds of member jurisdictions across the State of Texas. This project is but one ACS Statement of Work (SOW) for the City of Rockport and, related to other SOWs, the purpose of this project is to work with the City, IT, Project and Security Points of Contact (POC)s to design, procure and manage the products and services to install the same comprehensive, interconnected and interoperable set of security solutions for the new Rockport City Hall.

To achieve this goal, the integrated solutions will be provided through or in coordination with The Alliance for Community Solutions (ACS), and include threat and duress monitoring, wireless device network, responder alerting, targeted mass notifications, access control w/lockdown, situation awareness and responder assistive lighting, security network monitoring, IP video cameras, video storage w/video case management, enterprise video distribution, audio-visual controls management, audio-visual integration, phone / data network, and smart double-conversion UPS technology for surge protection and immediate power failover to protect sensitive equipment. ACS is a non-profit Interlocal Cooperative Organization that, for over a decade, has been working with hundreds of local governments to create and continually improve this unique state-of-the-art capability.

As with any jurisdiction in Texas, the City of Rockport has been eligible for membership in ACS since the founding of the program in 2006, in the San Antonio area. Rockport became an affiliate member of the Coastal Bend area network and program when that program was started on Dec 1<sup>st</sup>, 2011, by the Nueces County Office of Emergency Management. The Nueces Co EMC, being a resident of Rockport, a few years later introduced the program to city leadership prior to Hurricane Harvey. Throughout the recovery from Harvey and then COVID-19, the city continued its interest in the Interlocal program and expanded its participation beyond the basic benefits of the network by becoming a full and independent Member of the Interlocal, in 2021.

## Project Introduction

The following technologies and related installation and coordinating activities are included as part of a requested community solution that as such, provides and/or integrates the following types of technologies / systems:

- > Access Control w/Lockdown
- > Controlled Responder Entry During Lockdown
- > IP Cameras, Video Recording & Storage System
- > Video Distribution Management
- > Video Case Management (for prosecution)
- > Smart Wireless Panic / Duress Button / System
- > Smart Device Monitoring (e.g., Temp, Motion)
- > Integrated Notification System (responders & staff)
- > Multi-Zone Capable Intrusion Detection System
- > Integrated Audio-Visual Control System
- > Electronic Voting Capability (Council Chambers)
- > Zoom Room Capability (selected areas)
- > Integrated Low Voltage Power Supplies
- > Smart Uninterruptable Power Supplies (UPS)
- > Network Monitoring (security & data), and
- > Supporting Infrastructure

This complete solution is based, in part, on discussions with the City Officials, Staff and lessons learned from previous ACS Community Member installations, as well as design and specification reviews with the City Designated POCs, professional consultants and integrators to be used on the project. Even though this SOW represents the best recommendations of the group, individual items associated with this quotation can and will likely be altered, removed, moved to a later phase and/or other items added, before, during or after construction, as project details are further refined and addressed by the technology team (City & ACS).

This SOW, along with all ACS projects, is a joint effort between ACS, our Community Members and Technology Providers. In this instance, the Community Member (City of Rockport) will be responsible for naming a designated Construction POC as well as Administrative, Technology, Project and Security POCs that help bring together the City's needs and provided security solutions. Although the ACS team will work closely with the Architects, Engineers, Construction Manager and Construction Company / Contractors to coordinate the security and related portion of the overall project, the City's POCs will help guide the ACS setup and installation teams, to finalize details about the best valued configuration and final installation. Additionally, this quote assumes that key related components of the larger project are also approved, completed and available per the agreed design and as scheduled.

All items supplied and services quoted ("Services") will be provided per the terms and conditions of the existing City of Rockport – ACS Interlocal Agreement, except as noted herein. With the exception of technologies selected by the city, all of the equipment and services proposed by ACS and included in this quote provide the latest versions of the ACS integrated security systems that have also been proposed for other member security-controlled buildings.

The sections below provide a greater detail of functionality and/or purpose for each category of solution being provided in this project, with the anticipated cost for that section.

## Section A: Enterprise & Project Licenses

**Narrative:** This SOW includes the setup and support for one or more ACS and other Licensed Solutions to provide the major applications and features needed for this project as shown below. These license(s) represent hosted and server-based solution and training will be provided, as needed, by ACS and the technical support team, as well as locally supported in coordination with the Local User's Group and/or Regional ACS Chapter. Except for certain city requested "add/alternate" options, this is consistent with all previous work performed by ACS.

ACS is ISO 27001 compliant for systems design, development, hosting, and data security. Since 2006, ACS software and data storage solutions, have had no known breaches in data security and have provided the ACS hosting services with less than .0001% (32 seconds) average annual unscheduled downtime.

The following system licenses are part of this integrated security project and included as part of the solution within each technology category. These systems, as with most ACS solutions, are automatically included in the ACS maintenance and version assurance program which helps ensure that the solutions that are installed and maintained for every ACS member facility, remain state-of-the-art for decades that follow the initial installation.

- |                                                       |                                                    |
|-------------------------------------------------------|----------------------------------------------------|
| > Mi-Communications (Mass Notification)               | > CP/MV Intrusion (Multi-Intrusion Zones)          |
| > Mi-People / Groups (Contact & Org Group Mgmt.)      | + Not Available w/Avigilon Access Control, can use |
| > Common Pass (Door Control & Responder Entry)        | Bosch Access Control (not integrated to ACS)       |
| + Add/Alt of Avigilon Access Control                  | > March Networks CRS (Video Recording & Storage)   |
| > Common Pass IP Controls (IP Device Firmware)        | > March Networks CES (Video Distribution)          |
| > Community Shield (Security Visualization & Control) | > March Command Client (Viewing & Case Mgmt.)      |
| + Not Available w/Avigilon Access Control             | > Crestron XIO Cloud Management (AV Controls)      |
| > MuxVox (Panic, Monitoring & Alerting)               | > AXEM (Network Device Monitoring / Reporting)     |

**TOTAL ENTERPRISE / PROJECT RELATED LICENSE COSTS: \$10,332**

## Section B: Low Voltage Cabling

**INTRODUCTION:** This project includes the purchase and installation of all low voltage cabling for all door devices (e.g. card readers, locks, door contacts, request to exit switches, latch bolt monitors, lock status monitors, and hold-opens), future door devices, cameras, future cameras, intrusion arming/disarming readers, motion sensors, future intrusion devices, glass-breakage sensors, and phone/data lines. The costs below are turnkey costs and include purchase, installation, cable management, termination of connectors, labeling and testing of the listed cable types: **Deviation from Original Quote:** Drawings confirm that the electrical contractor will NOT be providing the major pathways (e.g., Trays, J-Hooks), and therefore we have now added these items in the costs below. The value engineering of this added cost encouraged the tech team (City IT & ACS) to propose a more modern and cost-effective approach to building data networks. The new approach employs the use of distributed low voltage edge switches and other devices throughout the building near the point of use, to significantly reduce the lengths of cables and number of cable pathways, including the costs for purchasing and installing those cables and equipment. Furthermore, managing the network become easier in that all the jacks (endpoints) are connected through these small, distributed switches, which makes it easier in the future to relocate office equipment from one area to another, and eliminates the need to have future cabling added now, since the cost of adding another endpoint (e.g., access-controlled door) minimal due to the shorter cabling requirements. Due to the consolidation of backboxes and other device, the stub-up conduits should be 1" conduit for low voltage data drops (not needed for card readers). In conversation with the electrical engineer, he has stated that can be noted, upon request.

- Cat6 Plenum & Riser Rated Cable for Data, Phone, CCTV, AV, Network & Other Infrastructure
- Multi-Element Shielded Composite Cable for Door Controls (locks, readers, contacts, RTE, etc.)
- 22/8 Shielded Plenum-Rated Reader Cable for Secondary & Intrusion Readers
- 18/2 Plenum Rated Cable for Magnetic Hold-Release Devices & Motion Sensors
- 18/4 Plenum Rated Cable for Responder Entry Zone Indicators
- RG6 SDI and/or RG58 COAX for Audio Visual Hardware
- Multi-Strand Single-Mode / Multi-Mode Fiber Cable for MDF / IDF / Interconnect
- Cat6a Plenum Rated Cable, as Needed, for Infrastructure Device Interconnects
- 16/2 Plenum Rated AWG Cable for Speaker Wire

**BASE COST ALL LOW VOLTAGE CABLING: \$124,424**

### ADD-ALT #B1: Phone / Date Networks (Home Run Topology)

**DESCRIPTION:** This alternate approach (option #B1) for the SOW defines the additional costs for data / phone cabling should the city decide to NOT use the distributed security network approach discussed above. The original budgetary quote was provided using the traditional home run topology (e.g., long cables running from the wall jack to a central (home-base) switch in one of the IT closets). This was proposed originally because it uses the same method of cabling that is currently used for the City. After a review by ACS and the City IT of the more modern approach to networking, using distributed device hardware, this appears to be a more cost-effective approach that can be easily managed in the distributed network and provide more resiliency to the network. The added cost for cabling the total number of data cables using the older method, is significant as shown.

**ADDED COST FOR ALT #1 DATA/PHONE CABLING: \$88,352**

As shown above, taking the distributed network approach saves a significant amount of cabling costs, however there are other added costs for moving some of the network devices to the edge. These include the cost of ceiling enclosures, plenum rated switches, and low voltage power supplies. Even with the added cost for these devices, the overall cost for using the older method, would be higher cost to the city.

**TOTAL NET ADDED COST INCLUDING COST OF ADDED EDGE SWITCHES: \$53,352**

## ADD-ALT #B2: Access Control Cabling (for Alternate Access Control System)

**DESCRIPTION:** This alternate approach (option #B2) for the SOW defines the additional costs for access control cabling should the city decide to use the same access control system used by the county or chooses the ACS door control & responder entry system but opts NOT to use the distributed security network approach that the ACS system provides. As stated earlier, this alternate approach requires significantly more cabling, more expensive cable pathways, and more cable management. Using the distributed security network approach that the ACS system provides means that most of the future doors are short cable pulls meaning there is little benefit to pulling future door cables now, since they will be just as easily pulled in the future, when an added door is needed.

**TOTAL ADDED COST FOR ALT #2 ACCESS CONTROL CABLING: \$18,192**

## Section C: Door Control & Responder Entry

**INTRODUCTION:** This SOW includes the installation of an electronic Access Control System selected by the City to provide control and/or monitoring of the electrified door hardware, including electronic locks, card readers, request to exit switches, and door contacts. All door hardware, except the card readers, will be provided and installed by the door / door hardware provider as a contractor to the construction company. ACS will provide the wiring diagram (shop drawing) for the door hardware installers to install the wire harness to connect the electrified door lock hardware to the Electronic Power Transfer (EPT) hinges, as well as the testing procedures for them to verify they have installed them correctly.

As the base price for access control, we recommend using the primary door control system installed by ACS, which is the Common Pass Door Control & Responder Entry system. In 2012, ACS conducted an evaluation of several door control systems to meet the requirements provided by members of the Coastal Bend Emergency Management and Responder communities. The system that the members selected (Common Pass) was successfully deployed in 2013 and designed to maximize the benefit, over time, of communities working together to improve response capability to make themselves and neighboring communities safer. Furthermore, as one of the first cloud / software-based access control solutions Common Pass can be enhanced periodically as new needs arise to better serve the communities. In 2016, ACS reached an agreement with Common Pass LLC, for a proprietary version to enhance Common Pass software to meet the unique needs of the ACS integrated solutions.

> # Exterior Door Openings - Controlled = 3

> # Interior Door Openings - Controlled = 37

Multi-Class Card Readers will be installed at all reader locations and cabling will connect the control system to the readers and EPT hinges. The full access-controlled doors will be configured to operate under normal daily operations allowing designated city staff to have appropriate levels of access to the building. The system will also be setup to change authorized access, allowing different groups of city and county first responders to enter, or not, when responding to different situations, such as: 1) an identified active attack / threat; 2) an activated fire alarm; 3) an activated intrusion alarm; 4) a suspicious package / bomb threat; 5) a medical call button / alert; and 6) return to normal operations. The system will initially use the city's and county's existing access control cards, but the multi-class card readers will allow an upgrade path for the city to use more resilient, higher tech cards in the future. ACS will interface to / from the ACS wireless panic / monitoring system and intrusion system to trigger the situation-based access to the building, as well as instant alerting of dispatch for rapid response during identified threats.

**TOTAL ACCESS CONTROL: \$52,119**

## ADD-ALT #C1: Access Control (Using Avigilon)

**DESCRIPTION:** The city has asked whether use of the same access control system the county uses, would be more, or less, cost effective for purchase and/or maintenance. The county recently started using the Avigilon system for access control and upon initial investigation, it appears that this system could certainly be used in lieu of the Common Pass system. The product website and literature claim to have most, if not all, of the functions and features needed

for this project. Based on these initial findings, ACS is working currently with the city to create and send a system requirements document to an Avigilon vendor, and once they respond, we will together (city & ACS) conduct an evaluation and cost comparison so the city can make a final selection to best meet their objectives. The cost of the Avigilon solution is unknown at this time, however as a placeholder, we have added the extra costs for ACS to plan, coordinate and troubleshoot the required integrated tests of the six (6) situations, define above.

**NET COST FOR ADD-ALT #3 ACS ACCESS CONTROL: \$9,400**

## Section D: Video Cameras, Servers & Storage

**INTRODUCTION:** This project includes installation of various video cameras / sensors in and around the building. This project quote is based entirely on the coverage area recommended by ACS and approved by the city's security, admin and IT POCs for the building and provides the recommended video coverage of the exterior of the building, as well as similar coverage for internal areas believed to be at higher risk.

ACS will work with the city POCs and others, as requested, to determine specific details or changes during installation. The total additive external and internal camera count for this project is planned to be 50 cameras, however, some of these cameras will be multi-sensor or sensor array devices (e.g. multiple view options in each camera) and the total number of anticipated views are over 70 views.

As an example, after the initial review with Law Enforcement and City Leaders, and adjustment has been made to replace the cameras planned for the public service windows with cameras that can also record audio of the discussions between customer service staff and the public. This will also require a microphone to capture conversation from both sides of the security window between customer and staff representative.

Regardless of the video camera types and brands ultimately selected, working with the appropriate city POCs, the video display software will be configured by zone, making the different image arrays easy to access and easier to view larger images (organized to provide a limited number of related cameras at a time). ACS will also perform the integration of cameras with the camera recording, command enterprise servers and command clients to create views appropriate for each user. These users will include surveillance video administrators, law enforcement dispatch, law enforcement investigators, city department heads and will require setup, as well as user training for each group.

**Video/Cameras Assumptions:** In coordination with the city, the video storage solution (hardware and software) will be designed and selected to meet the best long-term value. We will consider all options, including outlet provided equipment (already discussed with the city) as long as the equipment is warranted to meet city needs. This video storage solution will be integrated into the video recording and management system above. The amount of storage is anticipated to provide 4 weeks of storage, but that will vary based on the type of RAID used in the storage devices.

Furthermore, the city IT Department will work with ACS to jointly design routers, core and edge switches, data switches, firewalls and other critical infrastructure to support the needs for streaming the video solutions. This will include IP addresses for all cameras and IP / port-forwarding addresses for server connections. A VPN type connection or equivalent to the local environment will be available for use in remote access and troubleshooting.

**TOTAL VIDEO & CAMERAS: \$71,192**

## Section E: Wireless Duress, Intrusion Monitoring & Alerting

**INTRODUCTION:** This project will include the installation of the ACS Smart Wireless Monitoring & Alerting (MuxVox) System, that will monitor over 175 wireless (and some wired) devices located throughout the facility. This cost also includes implementation of the ACS Intrusion System, which is embedded in the functionality of this MuxVox monitoring system and the Common Pass access control system. The equipment and device types for this project will include a monitoring base unit, receiving display units, arming/disarming card reads, panic button transmitters, suspicious package / bomb threat button transmitters, medical call button w/transmitters, AED enclosures w/transmitters (AEDs preferred brand, provided by the city), high-temperature transmitters, motion sensor transmitters, glass breakage transmitters, dry contact interconnect transmitters and high-powered wireless signal repeaters.

The base unit software / transmitters will be programmed for separate messaging and actions will be coordinated with the appropriate city POCs to determine the exact count and placement for each button/device, within each designated response zone, as well as other integrated actions taken (e.g. lockdown) during any defined activation. The intrusion system will be programmed for manually arming and disarming via numeric code entry, as well as by use of the authorized person's access control card. The ACS access control system can further allow authorized first responders to disarm the system only after an alarm has been activated, making it easier for any responder to search the building for causes. The system will also be setup for scheduled arming / disarming to help ensure maximum security is observed. During system installation, a wireless survey will be conducted to ensure proper signal strength for transmitter locations, which will determine the need and placement of one or more signal repeaters.

This Smart Wireless Alerting System is designed for self-monitoring / self-reporting, and it can be utilized with the jurisdiction's responder radio system (now or in the future), as well as low-voltage lighting, email, text, voice and communications via internet-based devices to provide immediate situation awareness to an unlimited number of designated internal / external responders, employees and local officials.

Furthermore, the overall functionality of the system can monitor / interact with over 100 different types and designs of monitoring / detecting / transmitting devices, allowing the same base system to meet the needs of monitoring and reporting issues at any city building or other location across the community. As states earlier, the system seamlessly interfaces with the ACS Mass Alerting system (that can send simultaneous messages using 12 different methods). The monitoring system can also trigger actions in the ACS / Common Pass responder entry / access system.

**TOTAL WIRELESS DURESS, INTRUSION MONITORING & ALERTING: \$35,152**

### ADD-ALT #E1: Intrusion System (Other than MuxVox-Common Pass)

**DESCRIPTION:** This alternate approach (option #E1) for this SOW defines the additional costs for using another system to perform the intrusion monitoring (other than the ACS solution). Should the decision be made to select the county's Avigilon Access Control system (Add-Alt #C1), then it might not make sense to also purchase the Common Pass system, just for the purpose of using it with the MuxVox monitoring & alerting system. As with the Access Control Add-Alt #C1, for Intrusion Systems, ACS is also working currently with the city to create and send a system requirements document to the same Avigilon vendor, and once they respond, we will together (city & ACS) conduct an evaluation and cost comparison so the city can make a final selection to best meet their objectives. The cost of the alternate intrusion system is unknown at this time, however as a placeholder, we have added the extra costs for ACS to plan, conduct the required integration for MuxVox with the alternate system and to test the results. There is no cost reduction in the cost of MuxVox above, since the intrusion capabilities are embedded in the product and always provided at no additional cost.

**TOTAL ADDED COST FOR ALT #E1 INTRUSION SYSTEM: \$2,500**

## Section F: TVs, Displays & Monitors

**INTRODUCTION:** This project will include the installation of numerous ultra-high-definition (UHD) video displays and TVs. Since this technology changes rapidly and costs can change quickly over time, ACS will work in coordination with city POCs to determine locations where larger screens would be advantageous. Furthermore, our teams will work with the city to determine buying options and alternatives to help ensure that the best alternatives are procured at the best price.

This specific area of technology can also leverage less commercial (more residential) solutions, since these can be often obtained with the same extended warranties as commercial options, but purchased for a much lower price, due to production volumes. The sizes of displays will range from 24" to 86" and many good brands and options are available for that equipment.

**TOTAL VIDEO DISPLAYS & TVs: \$19,410**

### ADD-ALT #F1: Workstations & Wall Displays for IT Staff Area

**DESCRIPTION:** This alternate item (option #F1) for this SOW defines the additional costs for adding a way to visibly observe whether the networks and devices are operating as desired. At any time, security and other systems may not be totally operating as they should, but because there is no way to easily observe when they are not operating within parameters, things will go until they break, perhaps missing the opportunity to gain the biggest benefits. A good example of this is when one or two cameras may stop working, but since no can readily see that the camera view is blank (no signal), then you may find out when something bad happens and you discover the camera is down, and therefore did not record at the time it was critical. So, this add-alt is to cover the cost of adding monitoring computers with 4K TV display screens in the IT staff room, to continually display all of the UHD camera / sensors (about 70+), the ACS access control high-def maps for 1<sup>st</sup> & 2<sup>nd</sup> Floors (which can show issues with door security), and lastly the ACS monitoring dashboard, which highlights errors and issues in other systems or hardware.

**ADDED COST FOR WORKSTATIONS & WALL DISPLAYS FOR IT AREA: \$8,250**

### ADD-ALT #F2: Workstation w/4 – 55"- 65" Wall Displays for Dispatch

**DESCRIPTION:** This alternate item (option #F2) for this SOW defines the additional costs for adding a way for the Dispatchers to visibly see the city hall cameras when the duress system triggers an alert and call for first responders. The current dispatch center does not have monitors capable of viewing the cameras that will be installed in the city hall and it is highly recommended that they and other law enforcement in the center be able to view the situation in the city hall, that caused the panic, intrusion, medical or other concern to request response. The workstation and monitor will be setup and installed in coordination with the dispatchers and law enforcement.

**ADDED COST FOR 4 LARGE WALL DISPLAYS FOR DISPATCH CENTER: \$7,300**

## Section G: Audio-Visual Control Systems by Room

**INTRODUCTION:** This SOW is to provide the remaining items for the audio-visual solution for the council chambers, municipal court room, the multi-purpose jury assembly room, conference rooms, lobby digital signage, and department head offices. This SOW includes all AV related designs, materials, cabling, components, installation, programming and testing. The solutions provided incorporate the latest technologies that have been thoroughly tested and refined. All audio-visual systems are network based producing an interconnected, managed, and scalable solution for all spaces. Design review documents and submittals will be provided prior to work beginning.

**COSTS FOR A/V PLAN DESIGN: \$3,500**

## **COUNCIL CHAMBERS**

Installation of video and audio equipment will allow remote and present Council Members to participate in discussions through a secure link so that members can vote on issues. The City Secretary will be able to control the voting system, call for a vote, and display the voting results on all displays in the room. High quality voice and visual installations will ensure uninterrupted and clear voice and video transmissions. Members of the public (who are present) will be able to participate and consider all discussions as appropriate. As necessary, documents may be displayed as well.

When appropriate, a motorized camera can be set to automatically reposition to the front or back of the Chamber according to the location of the individual person who is speaking.

Project installation will allow the recording of discussions which can be broadcast to the public over Facebook and YouTube. The installed audio and video conferencing equipment can also support Zoom, Teams or any other applicable software which operates on a PC.

The Audio/Visual systems in the Council Chambers will be controlled by a central processor that will be installed in the AV Control room. Touch Control Panels will be provided for systems operation.

**A/V FOR COUNCIL CHAMBERS: \$139,654**

## **MUNICIPAL COURT**

Installed monitors throughout the courtroom will allow all participants of Court to view proceedings. Expandable video technology will provide scalability as needed.

Microphones may be repositioned to the speaker's height and comfort. Voice transmission is reinforced as needed and expandable Assistive Listening System is provided for four users.

Cameras are motorized and can be redirected as needed. The installed audio and video conferencing equipment can also support Zoom, Teams or any other applicable software which operates on a PC.

The Audio/Visual systems will be controlled by a central processor that will be installed in the AV Control room. The costs of the AV Control Room and AV/IDF equipment are covered in the costs shown in the Council Chamber section above. Touch Control Panels will be provided on the Judge's Bench for systems operation.

**A/V FOR MUNICIPAL COURT: \$72,362**

## **MULTI-PURPOSE ROOM**

Large format video displays will be installed for presentation and conferencing. Keyboard and mouse functions are enabled for a remote PC. A high-definition camera is included for display of necessary documents.

The audio system will include the installation of wireless, rechargeable handheld microphones. The system will include "voice lift" to enhance clarity. An expandable Assistive Listening System will be included for up to four users.

AV cameras are motorized and can be directed as needed. The installed audio and video conferencing equipment can also support Zoom, Teams or any other applicable software which operates on a PC.

The Audio/Visual systems will be controlled by a central processor that will be installed in the AV Control room. Touch Control Panels will be provided for systems operation.

**A/V FOR MULTI-PURPOSE ROOM: \$48,960**

## **JURY ROOM**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation. Video technology will allow seamless video switching. All displays will be networked over IP. An HDMI connection will be provided at the table.

**A/V COSTS FOR JURY ROOM: \$11,518**

**PUBLIC LOBBY (R102)**

Two ceiling hung displays ensure unobstructed viewing for streaming and providing digital signage.

**A/V COSTS FOR PUBLIC LOBBY INFO SCREENS: \$5,252**

**CONFERENCE ROOM (R112)**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation. Video technology will allow seamless video switching. All displays will be networked over IP. An HDMI connection will be provided at the table.

**A/V COSTS FOR CONFERENCE ROOM (R112): \$11,629**

**ATTY/CLIENT MENTAL HEALTH (R149)**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation.

**A/V COSTS FOR ATTY/CLIENT MENTAL HEALTH C/R: \$9,999**

**ATTY/CLIENT SMALL CONFERENCE (R104)**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation.

**A/V COSTS FOR ATTY/CLIENT SMALL C/R: \$9,999**

**CITY MANAGER'S OFFICE (R245)**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation. Video technology will allow seamless video switching. All displays will be networked over IP. An HDMI connection will be provided at the table.

**A/V COSTS FOR CITY MANAGER'S OFFICE: \$13,009**

**CONFERENCE ROOM (R219)**

Displays and video are installed for presentation and conferencing having Zoom-call capability. A wall mounted control station will be installed for A/V system operation. Video technology will allow seamless video switching. All displays will be networked over IP. An HDMI connection will be provided at the table.

**A/V COSTS FOR C/R 219: \$13,009**

**PRIVATE OFFICE SPACES (12 LOCATIONS)**

Installed TV 's in department director's offices and key shared spaces allow staff and decision-makers to stay abreast of current and timely broadcasts. To receive external TV signal will require coax cable and service connection.

**A/V COSTS FOR PRIVATE OFFICE SPACES: \$7,164**

**TOTAL A/V COSTS FOR DESIGN & SPACES ABOVE: \$346,055**

## ADD-ALT #G1: Bell Tower Speakers & Audio Player

**DESCRIPTION:** This add-alternate item (option #G1) for the SOW defines the additional costs for cabling and installing two (2) outdoor loudspeakers in the bell tower for audio play back in the courtyard and surrounding area. A media player will provide playback options via USB, CD, Bluetooth, and SD card.

**TOTAL ADDED COSTS FOR ALT #G1 BELL TOWER AUDIO: \$6,696**

## Section H: Surge Protection & Smart Power Backup

**INTRODUCTION:** This SOW includes a rack mounted smart Uninterruptable Power Supply (UPS) w/multiple batteries for extended operation. The Smart UPS system will notify designated personnel of power loss and as needed, perform a controlled system shutdown to protect expensive equipment.

Even though the building has a generator to provide electricity during extended power outages, computer equipment can be severely damaged during short cycle (for a few seconds) power failures. The Smart UPS power backup devices for this project will allow for instant failover, during short cycle power spikes, and/or allowing time for the generator to start during longer outages. Furthermore, the system will suppress all power surges caused by the electrical outage or during the transfer of power from the generator.

Although about 20-25% more expensive on the initial purchase, a specific type of UPS technology called “double conversion” is recommended and included due to the much better conditioning of the power “cleaner power” which will extend the life of other expensive IT equipment in the rack or on the edge, but will also extend the life of the UPS batteries. Where the standard “line interactive” UPS units will require battery replacement every 3-4 years, the “double conversion” UPS units will often remain viable for 5-7 years, making the overall cost of ownership for the recommended units, much less than the more common cheaper options.

Furthermore, as part of a full Level 2 service agreement, ACS will monitor the derate rate of the batteries and purchase the battery packs at the ACS discounted rate and replace the units as part of the maintenance program to maintain the UPS units at 50% or better, as long as the battery pack upgrades are available for that unit.

Standalone UPSs will be used to support remote equipment and/or devices (e.g. workstations and supporting devices), as needed to ensure a desired level of continued operation of the building’s security system. Again, double conversion UPS units are recommended and purchased, when possible.

We will work with the designated IT staff to determine that all critical infrastructure is adequately covered to ensure the needed uptime and equipment protection during all-hazards events.

**TOTAL SURGE PROTECTION & SMART POWER BACKUP: \$9,837**

## ADD-ALT #H1: Batteries for Central Data Infrastructure

**DESCRIPTION:** This add-alternate item (option #H1) for the SOW defines the additional costs for needed batteries in the MDF and IDF, should the option be chosen to not use the distributed network approach for cabling the data and security network. If alternates B1 & B2 are selected, then the longer cable runs will create a greater drop in line voltage and therefore require larger power supplies and battery backups to ensure interoperability.

**ADDED COST FOR OPTION #H1: BATTERIES FOR CENTRAL DATA INFRASTRUCTURE: \$7,479**

## Section I: Not Used

## Section J: Closet to Edge Network Infrastructure

**INTRODUCTION:** This SOW will install the internal IT infrastructure needed to support this project, as well as primary equipment to support the stated long-term security and network related goals. The number of racks used in this project are based on the needed space for mounting equipment and not the space available in the IT rooms (e.g. the rooms are sized for current and potential future needs and the current systems may not need all total possible rack space).

The estimated costs include the use of 4 post open racks for equipment, sufficient ladder rack, vertical and horizontal wire/cable ducts w/covers, low voltage power supplies, patch panels, patch cords, data switches, and a KVM for both MDF and IDF, plus the labor for installation and cable mgmt. ACS will work directly with the city IT team to review the layout of each room and equipment within each rack. Design review documents and submittals will be provided prior to onsite work beginning.

**Infrastructure Change (from previous quote):** the construction contractor is not providing cabling the major cable pathways and trays; however, the contractor is responsible for all wall and floor penetrations, penetration sleeving or conduit and weather / fire sealant, door / frame raceways, conduits and backboxes for data/phone, magnetic hold opens, card readers, AV equipment and all other minor cable pathways.

**TOTAL POWER MGMT & UPS: \$36,764**

### ADD-ALT #J1: Home Run Cabling

**DESCRIPTION:** This add-alternate item (option #H1) for the SOW defines the costs for additional infrastructure needs in the MDF and IDF, should the option be chosen to not use the distributed network approach for cabling the data and security network. If alternates B1 & B2 are selected, then the longer cable runs will create a greater drop in line voltage and therefore require larger power supplies and battery backups to ensure interoperability.

**TOTAL ADD-ALT #7 HOMERUN CABLING: \$17,188**

## Section K: Mobilization Costs

**INTRODUCTION:** This section includes the estimated travel costs (travel, mileage, lodging, meals, related expenses) for the limited personnel from the ACS National offices, but primarily applies to the work teams from the from Houston and San Antonio areas to provide security and audio-visual systems coordination, installation, configuration and testing.

**MOBILIZATION: \$99,500**

## Section L: Secured Storage

**INTRODUCTION:** This section includes the estimated travel costs (mileage, lodging, meals, related expenses) for the limited personnel from the national office, but primarily the work teams for security and AV installation, configuration and testing from Houston and San Antonio areas.

**SECURED STORAGE: \$22,500**

## Section M: Professional Services

**INTRODUCTION:** This section includes the cost of services that are not included above within each specific category. These include consulting costs, project assessments, integrated solution designs, drawing reviews,

coordination, reconciliation of documents, etc. With the Team meeting conducted onsite several weeks ago and following weeks of detailed layouts, maps and other documents created... the vast majority (95+%) of these services are either completed or done within the next 4 months.

**PROFESSIONAL SERVICES: \$115,800**

## Section N: Administrative Services

**INTRODUCTION:** This section includes the cost of other project and administrative type services that are not included above within each specific category. These include project management, scheduling, and coordination, as well as financial administration, cooperative purchasing, logistics, the management of payments to product and service providers, and overhead charges. These typically run about 15% of the overall project costs, however, larger projects tend to require a bit more coordination and we have anticipated this in the cost below.

**ADMINISTRATIVE SERVICES: \$130,700**

**TOTAL PROJECT EST (WITHOUT CONTINGENCY): \$1,079,148**

**PROJECT CONTINGENCY: \$23,415**

**PROJECT BUDGET TO APPROVE: \$1,100,000**

**(WORK PERFORMED, + 4 MONTHS EXPENSES) DUE THIS INVOICE: \$350,000**

## Section O: Hosting, Support & Maintenance

**INTRODUCTION:** The nature of the regional network and cloud-based services, means that the ACS technologies require an annual subscription to cover hosting, maintenance, version assurance, monitoring, and warranty support. Furthermore, ACS maintains a 24/7 emergency help desk for all members. During the manufacturer's warranty period (typically 3 years for standard ACS products), ACS and their solution providers will assist ACS Members in obtaining replacement devices, for the items installed as part of an ACS project, that are determined to no longer be functioning properly.

ACS warrants all items provided to its members for three (3) years following purchase of the item. ACS will work with the city, through its annual subscription, to monitor designated devices, and manage all warranty paperwork (including replacement paperwork, should any warranted component fail and work with the city in the physical replacement and configuration of the new part, as well as the reclamation of the damaged part for the manufacturer, as required.

After three (3) years, ACS will continue the above warranty services, with the exception that if the replacement part is no longer under warranty, the city will need to purchase the replacement part, installation, and related items at the then current ACS Member discounted price, as applicable.

The ACS solution providers offer technical support online, as well as onsite, as needed or scheduled. The subscription costs below do not cover the cost of equipment replacement (beyond each manufacturer's warranty period), labor or expenses for onsite support, but these will be provided at the then-current ACS discount rate.

During the true-up (cost tracking) process for this project, the annual costs will be calculated as part of the final plans for each technology. Options for the level of ACS support services and subsequent costs can be influenced by the city, based on the amount of internal knowledge of the security systems and level of support that is demonstrated

and expressed during project. The first annual payment to support this facility will likely fall within the years of 2024 &/or 2025 year but will be confirmed around the completion of the project, and in coordination with the city.

## Itemized Annual Hosting, Maintenance & Support Estimate

| Item Description                                                                                | Quantity | Annual Cost     |
|-------------------------------------------------------------------------------------------------|----------|-----------------|
| 1. Software Licenses (Hosting, Maint, Version Assurance & Support)                              | N/A      | \$2,250         |
| 2. Access Control (Avigilon Maint, Version Assurance & Support)                                 | N/A      | ???             |
| 3. Common Pass (ACS Hosting, Maint, Version Assurance & Support)                                | 40       | \$3,360         |
| 4. CIGI-Community Shield (Hosting, Maint, Version Assurance & Support)                          | 1        | \$800           |
| 5. MuxVox Panic / Monitoring (Hosting, Maint, Version Assurance & Support)                      | 1        | \$500           |
| 6. Audio-Visual Control System (Maint, Version Assurance & Support)                             | 1        | \$2,750         |
| 7. March Video Server & IP Camera Firmware (Maint, Version Assurance & Support)                 | 50       | \$1,600         |
| 8. AXEM Network / Infrastructure Monitoring (Maint, Version Assurance & Support)                | 1        | \$800           |
| 9. Device Monitoring & Reporting (Maintenance & Support)                                        | 100      | \$780           |
| 10. Rapid Assist with 24/7 Emergency Help Desk Support                                          | 1        | \$2,400         |
| 11. Level 1 Tech Support (Online Troubleshooting, Onsite Support at T&M Rates)                  | 1        | 4,800           |
| <b>ANNUAL RECURRING BASE COST</b>                                                               |          | <b>\$20,040</b> |
| 1. Level 2 Tech Support (Onsite Service Calls, Pre-Paid Charges Adjusted) *                     | 1        | \$14,500        |
| <b>ANNUAL RECURRING TURNKEY COSTS</b>                                                           |          | <b>\$34,540</b> |
| <i>* The anticipated charges are based on prepaid rates and adjusted annually to meet usage</i> |          |                 |

Thanks, Joe

Joe Abrams, Executive Director  
The Alliance for Community Solutions

## Warranty, Terms, and Conditions

1. To ensure discount pricing, ACS will invoice for any completed and unpaid work, plus 4+ month increments (in advance), as defined by Interlocal agreement.
2. Sales Tax may not be listed in this SOW but will be included in the true unless a tax-exempt certification is submitted. Note that certain items may include a tax, when 3<sup>rd</sup> party tax exemption is difficult to obtain.
3. Exclusion: Zoom and Teams require licensing which is not included in the SOW.
4. Exclusion: ACS service providers are NOT responsible to uninstall the door locks and EPT hinges to connect (wire) the door hardware through the raceway in the door. ACS will provide a wiring diagram as a submittal to the door / hardware installers to install and test the connections.
5. ACS offers a one-year warranty for all ACS brand products and workmanship, and a three-year warranty is included with the Level 2 Tech Support option.

6. During the selected Tech Support period, if the manufacturer's warranty is in effect, ACS will assist Member in diagnosing the problem and getting any warranted equipment sent for repair or replacement, at no cost.
7. Beyond the manufacturer's warranty period, ACS will still assist Member in diagnosing the problem and getting any equipment sent for repair or replacement, and will provide the then current ACS discount pricing, when applicable.
8. All designated onsite service providers (ACS Tech Members) carry worker's compensation, auto and general liability insurance. Certificates are available upon request.
9. Member furnished equipment is not covered under the ACS warranty.
10. Like most technology providers, ACS is experiencing price increases and equipment delays from most manufacturers. Global supply chain shortages often cause delays on equipment deliveries. ACS will always do our best to mitigate any potential price changes and will advise Member of any known delays as soon as possible. Final costs will be provided in the SOW True-Up process.
11. Pricing on this quote will be honored for 90 days after delivery.

## 2022 W-9 Form – Next Page

## Capital Improvement Project DTAP - New City Hall

### Revenues

| Status                | Notes         | Source        | Amount                                       |
|-----------------------|---------------|---------------|----------------------------------------------|
| Pending               | LL working on | FEMA          | \$1,683,042.73 Revised conservative estimate |
| Rec'd                 |               | Windstorm     | \$702,788.00                                 |
| Rec'd                 |               | Rebuild Texas | \$20,748.00                                  |
| Rec'd                 |               | 2020 Tax Note | \$11,770,000.00                              |
| Rec'd                 |               | 2022 Tax Note | \$5,385,492.00                               |
| Pending               | LL working on | TML-IRP       | \$170,000.00 estimate                        |
| Rec'd                 |               | Court Funds   | \$15,000.00                                  |
| <b>Total Revenue:</b> |               |               | <b>\$19,747,070.73</b>                       |

Still Within  
Budget

### Expenses

| Category              | Contractor | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |
|-----------------------|------------|------------------------------------|-----------------------------------------|-----------------------|---------------|-------------------------------------------|
| Construction          | Teal       | \$16,380,000.00                    | \$15,480,000.00                         | \$4,016,307.31        | 25.95%        | \$15,480,000.00                           |
| Professional Services | PGAL       | \$1,356,706.00                     | \$616,179.00                            | \$529,505.20          | 85.93%        | \$866,179.00                              |
|                       | Broaddus   |                                    | \$375,000.00                            | \$374,935.50          | 99.98%        | \$475,000.00                              |
| A/V & Security        | ACS        | \$1,000,000.00                     |                                         |                       |               | \$1,100,000.00                            |
| Soft Costs            | Misc       | \$1,079,888.00                     | \$1,079,888.00                          | \$301,637.68          | 27.93%        | \$1,079,888.00                            |
|                       |            | <b>\$19,816,594.00</b>             | <b>\$17,551,067.00</b>                  | <b>\$5,222,385.69</b> | <b>29.76%</b> | <b>\$19,001,067.00</b>                    |
|                       |            | Presented to<br>Council<br>1/19/22 | Current<br>Contract w/<br>Change Orders | Spent to Date         | % of Contract | Proposed<br>Contracts w/<br>Change Orders |

## CITY COUNCIL AGENDA

### Regular Meeting: Tuesday, December 13, 2022

#### AGENDA ITEM: 32

Deliberate and act on prioritization of projects to be considered for the Coastal Bend Council of Government's Community Development Block Grant – Mitigation with Method of Distribution project(s).

**SUBMITTED BY:** Kimberly Henry, Assistant to the City Manager

**APPROVED FOR AGENDA:** VRS

**BACKGROUND:** The General Land Office (GLO) is providing funding through the local Coastal Bend Council of Government (CBCOG) for a Community Development Block Grant – Mitigation (CDBG-MIT) with Method of Distribution (MOD) process. These funds are directed to communities to develop strategic high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by recent disasters. The City of Rockport is designated to receive \$3,447,500, of which 41% (\$1,422,800) is required to be spent on Low to Moderate Income (LMI). The deadline for Rockport to submit our projects is February 21, 2023. Between now and then, the staff are working to secure a grant administrator, grant engineer, and provide the required public comment period for proposed projects. As the staff considers the projects, we are requesting direction from the City Council for prioritization.

Options (in no particular order):

- A) Fiber Project: The city's current communications situation consists of a single fiber connection that we get from Rockport Wi-Fi and share with Rockport Wi-Fi customers, which can cause lag time. We have leased dark fiber connecting Rockport Service Center (RSC), Public Safety Center, Aransas County Appraisal District, and Laurel Street offices which mainly runs along Market Street. The Rockport Wi-Fi internet connection is also shared with those facilities. The leased fiber will be extended to City Hall and County Courthouse when they are complete. We will own the leased fiber in 2025. Most of the communications coming into Rockport from outside is above ground on poles. Those poles did not fare well during Hurricane Harvey. Hundreds of the poles were snapped off and communications went down for the entire city. Recognizing the damage from Hurricane Harvey and planning for the construction of a SCADA system at the wastewater treatment facility and a resilient backup communications center at RSC we would like to close the loop of buried fiber from the new city hall facility, looped around to Pearl Street and all the way to the RSC. Based on a previous estimate this is anticipated to be about \$600,000. Additionally, the County and City are talking with a private entity to connect the fiber loop to an existing underground fiber entity.
- B) Removal of Nursing Home Project: The property in question is 1004 S. Young St. Rockport Texas, which was a nursing home prior to Hurricane Harvey. After Harvey it was left damaged with no planned repairs. The structure is boarded up to deter vagrants and homeless individuals from gathering there. Since 2017 the Police Department has

responded to 39 calls that have ranged from burglary of a building, trespassing, and even a drug arrest in the parking lot of the damaged structure. This building is a blight on the city and specifically on the surrounding neighborhood, which consists of low and some moderate-income levels. Removal of this building is critical to the safety and welfare of the underprivileged citizens living around this large, dilapidated structure as well as to that of the emergency personnel who often must respond to calls for service to the structure. The estimates for the removal of the structure and asbestos is near \$600,000 for job completion. The Aransas County appraisal district has the property valued at \$397,490.00. That value is just for the value of the land.

- C) Drainage within city: Staff recommend purchasing a piece of property in Rockport for Flood Mitigation. The property will be used to create a retention/detention pond that will prevent flooding in a portion of Rockport City Limits and a portion of Aransas County. We would partner with Aransas County to perform the necessary engineering and associated dirt work for the project. The estimated cost to purchase the property and complete the project is between \$250,000 and \$300,000.
- D) Drainage in the Salt Lake area: Basin 39 project is located on loop 1781 between Wandering Oaks Subdivision and Salt Lake. The intent of this project is to mitigate flooding of properties within Basin 39 area. To accomplish this, a larger box culvert must be installed across 1781 and ditches must be excavated to the new proposed flowlines. With these two improvements, flooding should cease or be kept to a minimum in future storm events. Basin 39 has been previously reviewed and approved by the GLO under a different grant; however, those grant funds are being shifted to another project within that grant due to increased construction costs. The last estimate for this project was \$467,465. With the increases in construction costs, we anticipate this revised estimate to be \$560,000.

The city's preferred projects must be submitted no later than February 21, 2023. Staff will be working with grant administrator and engineer to vetting these projects and provide plans, estimates, and any other required quotes to support submission of these projects. The expenses for grant administration and engineering will be included in the overall costs.

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**FISCAL ANALYSIS:** There is no match required for this grant; however, we are limited to \$3,447,500 inclusive of all expenses (administration, engineering, construction, etc.). If there are any overages, the city would be liable for those additional funds.

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**RECOMMENDATION:** Staff requests direction from City Council for the prioritization of projects to be considered for the Coastal Bend Council of Government's Community Development Block Grant – Mitigation with Method of Distribution project(s).

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, December 13, 2022**

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**AGENDA ITEM: 33**

Deliberate and act on authorization to explore options of purchasing a small utility vehicle/golf cart for event transportation and Council event transportation and authorize sale of existing “float”.

**SUBMITTED BY:** City Manager Vanessa Shrauner

**APPROVED FOR AGENDA:** VRS

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**BACKGROUND:** The City’s float has been out of service since 2021 due to safety concerns. In the Fiscal Year 2020-2021 Budget the Council allocated \$25,000 from Hotel Occupancy Tax (HOT) funds to purchase a new float. Funds were not utilized in 2020-2021 and were rolled into HOT Fund Reserves. There was not an allocation of HOT funds put into the Fiscal Year 2022-2023 budget. During budget discussions in 2022, the Council asked staff to research options and bring back to Council for consideration.

A borrowed 6-passenger golf cart has been utilized as Council event transportation for the last two special events and has worked out very well. The use of a utility vehicle/golf cart equipped for special events would be a much easier and faster way for staff to prepare for Council transportation for special events. When Council transportation is not necessary, the vehicle could be used for event transportation.

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**FISCAL ANALYSIS:** Recommended funding options are Event Support and Transportation line items within the HOT budget.

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**RECOMMENDATION:** Staff recommends Council authorize staff explore options of purchasing an equipped for special events small utility vehicle/golf cart for event transportation and Council event transportation and authorize sale of existing “float.”