CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, September 26, 2023, 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 at the meeting.

The matters to be discussed and acted upon are as follows:

Opening Agenda

1. Call meeting to order.

2. Pledge of Allegiance.

3. Proclamation: World Teachers' Day – October 5, 2023.

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

Consent Agenda

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

5. Deliberate and act on approval of City Council Regular Meeting Minutes of September 12, 2023.

6. Deliberate and act on a Utility Services Agreement by and between the City of Rockport and Metropol LLC regarding property located at 2582-R FM 1069; also known as, Lucas Ranch, Block 2, Lots 1 & 2 & North one-half of Lots 16 & 17, Part of Lot 18, being 88.01 acres, City of Rockport, Aransas County, Texas, to include pro-rata fees per living unit equivalent (LUE) for water and wastewater services.

7. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Aransas County Council on Aging for the 2024 Bountiful Bowl Pottery Fair.

8. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Center for the Arts for advertising and tourism promotion.

9. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with The Rockport Conference Center for advertising and tourism promotion.

10. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Cultural Arts District for advertising and tourism promotion.

11. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Friends of the Fulton Mansion State Historical Site for advertising and tourism promotion.

12. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for advertising and tourism promotion.

13. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2024 HummerBird Celebration.

14. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2023 SeaFair Celebration.

15. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Yacht Club for the 2023 Nautical Flea Market.

16. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Texas Maritime Museum for advertising and tourism promotion.

17. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the University of Texas Marine Science Institute/Mission Aransas National Estuarine Research Reserve for advertising and tourism promotion of Bay Education Center.

18. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Christmas On The Beach for advertising and tourism promotion.

19. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Rockport Little Theatre for advertising and tourism promotion.

20. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Wendell Family Fund for advertising and tourism promotion for July 4, 2024, Fireworks Show.

21. Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Airplanes & Coffee for Warbirds Over South Texas Airshow.

22. Deliberate and act on request from First Assembly of God Church for closing of East Laurel Street from North Live Oak Street to North Church Street on October 31, 2023, from 5:00 p.m. until 8:00 p.m. for First Assembly of God Fall Festival.

23. Deliberate and act on cancellation of October 10, 2023, November 28, 2023, and the December 26, 2023, Council Regular Meetings.

Regular Agenda

24. Deliberate and act on second and final reading of an Ordinance granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance with current City Codes and to remodel existing features in the RV Park on property located at 1331 State Highway 188; also known as Lot 1R and 2, Coastal Paradise Subdivision, 17.989 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stipulated 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.

25. Deliberate on amending City of Rockport Code of Ordinances Chapter 102, Article 102-401 Surcharge, to increase the $1.35 surcharge.

26. City Manager Report:
    A. Projects

27. 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

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:

28. 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: *Phong Nguyen et.al. v. City of Rockport Building Standards Commission, Docket No. 23-0151, in the 156th Judicial District Court of Aransas County.*

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.

29. Deliberate and act on a Resolution directing the City Manager and City Attorney to seek relief pursuant to Texas Local Government Code Chapter 54 for unsafe conditions and health and safety concerns for the property described as West Terrace Unit 1, Block 3, Lots 6 through 25 and commonly referred to as 1201 West Market Street, Rockport, Aransas County, Texas and owned by Phong Nguyen and Bich Nga Thi Nguyen.

30. Adjournment.

Special Accommodations

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation 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 tvaldez@cityofrockport.com for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

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

Certification

I certify that the above notice of meeting was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas on Friday, September 22, 2023, at 10:00 a.m. and on the City's website at www.cityofrockport.com. I further certify that the following News Media were properly notified of this meeting as stated above*: The Rockport Pilot* and *Corpus Christi Caller Times*.

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 3

Proclamation: World Teachers' Day – October 5,2023

SUBMITTED BY: Mayor Tim Jayroe

APPROVED FOR AGENDA: VRS

BACKGROUND: Please see the accompanying Proclamation.

FISCAL ANALYSIS: N/A

RECOMMENDATION: N/A

PROCLAMATION

WHEREAS, The City of Rockport's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our Rockport-Fulton Independent School District teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

NOW, THEREFORE, BE IT PROCLAIMED, that the Rockport City Council joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaims October 5, 2023 to be

WORLD TEACHERS' DAY

in Rockport, Texas and encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Rockport, Texas, to be affixed this 26th day of September 2023.

CITY OF ROCKPORT, TEXAS

_____

Tim Jayroe, Mayor

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 5

Deliberate and act on approval of City Council Regular Meeting Minutes of September 12, 2023.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: Please see the accompanying City Council meeting minutes.

FISCAL ANALYSIS: N/A

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

CITY OF ROCKPORT

MINUTES

CITY COUNCIL REGULAR MEETING
6:30 p.m., Tuesday, September 12, 2023
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 at the meeting.

On the 12th day of September 2023, 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 **CITY COUNCIL MEMBER(S) ABSENT**

Mayor Tim Jayroe
Mayor Pro-Tem Andrea Hattman, Ward 4 – *Via ZOOM*
Council Member Stephanie Rangel, Ward 1
Council Member Danielle Hale, Ward 2
Council Member Brad Brundrett, Ward 3

STAFF MEMBERS PRESENT **ELECTED OFFICIALS PRESENT**

City Manager Vanessa Shrauner
Assistant to City Manager Kimberly Henry
City Secretary Teresa Valdez
City Attorney Art Rodriguez, Jr.
Director of Public Works and Building & Development Services Mike Donoho
Parks & Leisure Services Director Gene Camargo
Information Technology Director Bob Argetsinger
Community Planner Carey Dietrich
Director of Finance Robbie Sorrell
Communications Center Director Lee Brown
Chief of Police Greg Stevens

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 6:30 p.m. on Tuesday, September 12, 2023, in

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

2. Pledge of Allegiance.

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

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 at 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.

Doug Webb, 130 Lamar Drive, addressed the Council, and stated that he had recently received a traffic ticket and the officer was polite, efficient and showed that he had been educated on citizens' rights. Mr. Webb stated this is positive proof of the training provided by the Chief of Police.

Kristie Rutledge, 1411 Dana Drive, addressed the Council, and stated she had recommendations for the Council to ensure full transparency on the budget: would like to see policies in place when changes are made to the budget, they have to come back to you and would like to see monthly financials on the website. Ms. Rutledge asked Consent Agenda Item 4 be pulled for separate discussion.

Kristie Rutledge, 1411 Dana Drive, addressed the Council, and stated she had a handout of Page 10 of the Agenda Packet for the Council. Ms. Rutledge stated you cannot read the Capital Improvement Plan list that is on that page of the Minutes, and she is asking the Minutes to be updated with the entire ledger sheet of the Capital Improvement Plan. Ms. Rutledge said you had a special meeting on September 3, 2023, with a lot of handouts regarding the budget, and those minutes are not included tonight, and you are going to adopt a budget tonight without the public ever seeing that information.

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 City Council Budget Workshop Minutes of August 1, 2023, and August 3, 2023, Regular Meeting Minutes of August 22, 2023, and Special Meeting Minutes of August 30, 2023, and September 5, 2023.

5. Deliberate and act on approval of 2023-2024 Property Tax Assessment/Collection Agreement with Aransas County.

6. **Deliberate and act on 3rd quarter report from the Texas Maritime Museum for Fiscal Year 2022-2023 marketing expenditures.**

7. **Deliberate and act on 3rd quarter report from the Texas Marine Science Institute/Mission Aransas National Estuarine Research Reserve for Fiscal Year 2022-2023 Bay Education expenditures.**

8. **Deliberate and act on request for closure of: Broadway Street at the intersection of Highway 35 North to Austin Street South to Market Street, West one block to Magnolia Street, then North on Magnolia Street to North Street, and closure of all street intersections along route, ending at The Rockport Railroad Depot for the Rockport Cultural Arts District Model T Parade on October 21, 2023.**

9. **Deliberate and act on adoption of a Resolution of the City Council of the City of Rockport, Texas declaring certain City property surplus and authorizing the disposition and donation of said property to further a public purpose; and establishing an effective date.**

10. **Deliberate and act on recommendation to City Council to remove Planning & Zoning Commission Board Member W. Kent Howard as per Article IX Section 9.05(5) of the City of Rockport Code of Ordinances.**

11. **Deliberate and act on a request by the Tree & Landscape Committee to approve expenditures from the Tree Mitigation Fund in the amount of $28,388.00 for the purpose of purchasing trees and educational items for the Arbor Day Events being held in November 2023.**

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

Council Member Brundrett requested Consent Agenda Item 4 be pulled for separate discussion.

MOTION: Council Member Hale moved to approve Consent Agenda Items 5 through 11, as presented. Council Member Brundrett seconded the motion. Motion carried unanimously.

Consent Agenda Item 4.

Council Member Brundrett said Ms. Rutledge had showed him her printout of the minutes and the Capital Improvement Plan is hard to read

City Secretary, Teresa Valdez addressed Ms. Rutledge's comments and stated that copies of handouts at Council Meeting can be requested through a Public Information Request.

Discussion was held between Council, Ms. Valdez, and City Manager Shrauner regarding handouts at Council Meetings.

MOTION: Council Member Hale moved to approve Consent Agenda Item 4, as presented. Council Member Rangel seconded the motion. Motion carried unanimously.

Public Hearing

At 6:50 p.m., Mayor Jayroe open the Public Hearing.

12. **Conduct a Public Hearing to consider a request for a Conditional Use Permit to bring the existing RV Park into compliance with the current City Codes and to remodel existing features in the RV Park on property located at 1331 State Highway 188; also known as Lot 1R & 2, Coastal Paradise Subdivision, 17.989 acres, City of Rockport, Aransas County, Texas.**

Brandon Namken, representing the property owner, addressed the Council. Mr. Namken stated he was present if the Council had any questions regarding the request for a Conditional Use Permit.

Community Planner Carey Dietrich addressed the Council. Ms. Dietrich stated the property owners are requesting a Conditional Use Permit to bring the existing RV Park into compliance with the current City Codes and make some upgrades to the RV Park.

Mr. Namken stated they are reducing the number of units from 165 to 155. Mr. Namken added they are changing the entrance, changing drainage, building a new fence, adding an additional gate, building a bigger pond, and adding a lazy river.

At 6:53 p.m., Mayor Jayroe closed the Public Hearing.

Regular Agenda

13. **Deliberate and act on first reading of an Ordinance granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance with current City Codes and to remodel existing features in the RV Park on property located at 1331 State Highway 188; also known as Lot 1R and 2, Coastal Paradise Subdivision, 17.989 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stipulated 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 Brundrett commended the property owners for going through the process to come into compliance with City Codes. Council Member Brundrett stated he knows it is difficult to take spots away.

Council Member Hale said the Planning and Zoning Commission unanimously supported the request and there was no one present at the meeting in opposition to the request.

MOTION: Council Member Brundrett moved to approve the first reading of an Ordinance granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance with current City Codes and to remodel existing features in the RV Park on property

located at 1331 State Highway 188; also known as Lot 1R and 2, Coastal Paradise Subdivision, 17.989 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stipulated 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 Rangel seconded the motion. Motion carried unanimously.

14. Discussion for proposal and possible future action regarding the addition of a school zone to the area around ABC Learning Center located at 1422 East Cedar Street, and the addition of a four-way stop at the intersection(s) next to the facility.

Police Chief Greg Stevens addressed the Council. Chief Stevens stated Council Member Brundrett had received complaints of heavy traffic driving at excessive speeds near the ABC Learning Center. Chief Stevens said he does not think this area qualifies for a school zone because it is a "learning center". Chief Stevens requested the Council allow him to conduct a traffic study over a few weeks to determine the traffic volume and actual speeds vehicles are traveling to better understand the best course of action.

Discussion was held between Chief Stevens and Council.

It was the consensus of Council that Chief Stevens conduct a traffic study of the area around ABC Learning Center.

15. Deliberate and act to adopt, on first and only reading, an Ordinance of the City of Rockport adopting a budget and appropriating resources for Fiscal Year 2023-2024, beginning October 1, 2023, and ending September 30, 2024; in accordance with existing statutory requirements; repealing all conflicting ordinances; containing a severability clause; and providing for an effective date.

Kristie Rutledge, 1411 Dana Drive, addressed the Council. Ms. Rutledge says she has a lot of questions and she has been asking them every week: Where is ARP money designated: Where is the 2007 bond money; Utility CIP has changed significantly – has some questionable things in it; Rockport Country Club sediment removal has been defunded; the wastewater treatment plant has been defunded; 14 million in debt is proposed and we have never heard about that; and there has been no discussion at all of a couple of projects – Sabinal.

Director of Finance Robbie Sorrell addressed the Council. Mr. Sorrell stated this is the first and only reading of the Ordinance adopting the Fiscal Year 2023-2024 Budget. Mr. Sorrell said a Public Hearing was conducted on September 5, 2023. Mr. Sorrell called the Council's attention to Exhibit A stating the total budget is $55,780,051; approximately $14 million in General Fund, $15 million in the Utility Fund, and $3.3 million in the Natural Gas Fund. Mr. Sorrell added that this budget is $9 million less than last year's budget.

Mayor Jayroe pointed out that every question that could be answered about the expenditure of funds and capital improvement funds is answered in these documents which had to be posted 72 hours in advance of meeting.

Mayor Pro-Tem Hattman stated the Council did go over Ms. Rutledge's comments and questions at the last Council meeting: the wastewater treatment plant – not sure if the City Manager wants to go over that again; the Rockport Country Club sediment removal was not defunded, it was utilized. Mayor Pro-Tem Hattman expressed Ms. Rutledge's questions were answered at the last meeting that they were put in the Minutes.

City Manager Vanessa Shrauner stated questions were addressed at the last Council meeting, and she would address them again if Council wanted her to do so.

Council Member Rangel asked for an explanation of why some of the funds ($250,000 to Sanitation and $257,000 to Utility) were moved.

Director of Finance Robbie Sorrell responded that the transfers for the Vehicle Replacement Fund and other funds were cut due to budget cuts in order to balance the budget.

Ms. Shrauner responded that the biggest factor in that decision was that we were budgeting for new vehicles, and we had just gotten an influx of new vehicles and that was money we did not need. Ms. Shrauner said that some of that money was put into the General Fund, some in the Utility Fund and one of the biggest factors was an increase in insurance rates, not just for health but also property. Ms. Shrauner explained windstorm insurance had been estimated at $800,000 and it came in at $1 million, so there is $200,000 right there where we had to take from the Vehicle Replacement Fund.

MOTION: Council Member Brundrett moved to adopt, on first and only reading, an Ordinance of the City of Rockport adopting a budget and appropriating resources for Fiscal Year 2023-2024, beginning October 1, 2023, and ending September 30, 2024; in accordance with existing statutory requirements; repealing all conflicting ordinances; containing a severability clause; and providing for an effective date. Council Member Hale seconded the motion. Motion carried unanimously.

16. **Deliberate and act on second and final reading of an Ordinance of the City of Rockport approving the assessment and renditions for the 2023 taxable property as submitted by the Appraisal District; levying a tax rate for $100.00 valuation for the City of Rockport, Aransas County, Texas, for the Tax Year 2023 of $0.213583 for the purposes of Maintenance and Operation, $0.146495 for the payment of Principal and Interest on debt of the City, and that the property tax rate be increased by the adoption of a tax rate of $0.360078 which is effectively a 11.26% increase in the tax rate; providing for a lien on all real and personal property to secure payment of taxes due thereon; containing a severability clause; repealing all ordinances and parts thereof in conflict herewith; and providing an effective date. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 12.82% and will raise taxes for maintenance and operations on a $100,000 home by approximately (negative) $-6.93.**

Kristie Rutledge, 1411 Dana Drive, addressed the Council. Ms. Rutledge stated she is opposed to the tax rate because the Council has not been transparent about what they are taxing citizens for; you have changed a lot of the Capital Improvement Projects; a lot of people opposed the utility rate increases. Ms. Rutledge said for an 11.26% increase she did not see that taxpayer are

getting any benefit for it and it hasn't been discussed in public.

Director of Finance Robbie Sorrell said this is the second reading of the Ordinance and there has not been any change since the Council approved the first reading.

Council Member Rangel said when Council began the budget workshops, they wanted to start with a high tax rate so that potentially lower once the certified appraised roll was received. Ms. Rangel stated Council was already looking at being $830,000 plus under and she would like to discuss maybe considering a lower tax rate because this is going to be an increase in the tax bill to taxpayers. Council Member Rangel stated we have an increased appraisal rate.

City Manager Shrauner said we started at being $800,000 over budget and taking from reserves, not under.

Council Member Rangel stated the originally proposed rate was $0.30078 which would put us under, because our expenditures would be over our resources, at $380,000. Council Member Rangel stated if we were already anticipating that, couldn't we further reduce the tax rate. Council Member Rangel said in the Budget Workshop Council was provided the Consolidated Resources vs. Expenditure Summary that if we adopted the Unused Increment with sales tax increase prior to the certified appraisal roll coming in and that we would be under $830,427 short. Council Member Rangel explained Ms. Shrauner provided the Council a handout with the appraisal rolls included that gave Council an updated under value still with the Unused Increment with sales tax increase of $449,352. We were already looking at being under $830,417 so we could still potentially move that tax rate down a little bit, still sitting at the same $800,000 plus that we were going to be over.

City Manager Shrauner stated when Council started the Budget Workshops, we used our projected estimates from last year and we were $800,000 in the hole, and when we got our estimated appraisals if we picked last year's tax rate, we would have been $800,000 in the hole. Ms. Shrauner explained we have made cuts and moved forward with the tax rate that the Council considered and with our certified roll we were only about $300,000 in the hole. Ms. Shrauner said that last year's appraisal numbers to this year's appraisal numbers took us from $800,000 in the hole to $300,000 in the hole, plus the budget cuts we made to balance at the $300,000. Ms. Shrauner explained if you go to a lower tax rate, we will either need to pull more from reserves or cut the budget more.

Council Member Rangel said last year's taxable rate was $273,658 and you are looking at a 11.33% increase from 20-22 at the estimated $304,659, so will that offset anything?

Ms. Shrauner stated that increase amounted to $243,085 added to our budget, so part of that offset our $300,000 in the hole.

Council Member Rangel stated Council talked about the fact that we have to play catch-up; our reserves are low, and she doesn't want this at the taxpayers' expense, and they are already looking at increased appraisal rates. Council Member Rangel said we could try to offset that burden on them, and that is her priority. Council Member Rangel added she would ask that department directors be very conservative throughout this next budget year, so those potential

overages could go back into reserves.

Ms. Shrauner said the City has to build up its reserves; that is a priority. Ms. Shrauner expressed everyone has to be conservative, but we have to put the money there that they will potentially need.

Mayor Jayroe stated that according to the information statement that the Council has that came with this "the tax rate will effectively be raised by 12.8% and will raise taxes for maintenance and operations on a $100,000 home by approximately (negative) $-6.93. Mayor Jayroe said we are not taking high advantage of the taxpayers.

Ms. Shrauner explained if we go to some of the lower rates, the way that it is required to be split out, the City's M&O would be reduced to lower than we had last year, and our I & S would be increased. Ms. Shrauner said if we want to roll back the tax rate, we need to be cognizant that we are going to have less operating money than we had last year. Ms. Shrauner stated we don't make those numbers; those numbers are given to us by the appraisal district. Ms. Shrauner said if we want to lower the tax rate, we have three lower options and some of those options are detrimental to our operations because they give us less operating money.

Council Member Rangel said the 180-day reserve was talked about and it was mentioned that one good development coming in could put us right back and fluff that reserve back where it needs to be. Council Member Rangel asked if that was realistic and something we can capture in the next fiscal year.

Ms. Shrauner explained that what was talked about was developer contributions and that has to be negotiated and agreed upon. Ms. Shrauner said we have to be realistic, and we can't be speculative about who may or may not give us money.

Council Member Hale stated this will be the City Manager's true test because it is the first full year with the City, working with staff to apply the policy that the Council has been very clear about, particularly the maintenance side of it – those dollars need to be spent, but other unspent dollars can be rolled into reserves. Council Member Hale expressed she thought staff has done a great job on the budget and worked hard with Council to develop this Budget and the tax rate. Council Member said it is not perfect, it is real dollars, and it is real lives we are working with, but until we can adjust some of the impact fees and adjust some of these other things, we really are not clawing our way out of a hole, we are treading in water because we are still not building. Council Member Hale expressed that she wants to trust that the leadership team that Council has put together are going to do the things that Council has asked them to do. Council Member Hale added she has no recommendations for change at this point, as we are way down the line and have had plenty of opportunity to discuss.

Mayor Jayroe stated Council has looked at the possibilities that they would possibly see; talked about new development and all sorts of things. Mayor Jayroe expressed to base a budget on something that we don't know for sure is going to happen is foolish and we can't do that.

Council Member Rangel stated she did appreciate all the work that was done and the budget cuts that were made. Council Member Rangel said she does support the fact that the City Manager

is working us in the right direction, but she wants to be clear that the expectations are to be fiscally conservative through the budget year so we can do better next year.

Ms. Shrauner asked Council to reread her first budget letter, and that may give them a better picture of what kind of hole we are in and see what those issues are. Ms. Shrauner said another thing was found on the insurance for the old City Hall. Ms. Shrauner stated that will give you a better picture of where we started from; it didn't start from last year's number.

Council Member Brundrett gave a brief history by saying that Mayor Pro-Tem Hattman and himself were on Council in 2021 when we adopted a No New Revenue rate and that was a difficult process. Council Member Brundrett said we were able to do it then, but since then we have decreased the rate and it hasn't kept up with the appraisal rate; so, we're trending downwards on our tax rates and maybe someday we can get caught up and see some true tax savings to everyone. Council Member Brundrett stated as far as what we have today, he does not see that we can lower the rate much more, if at all, and not keep digging ourselves in a hole.

Mayor Pro-Tem Hattman said as Council Member Brundrett stated, we were able to do that in the past and we are digging ourselves out of a hole. Mayor Pro-Tem Hattman expressed she does not want to take away the services we provide to our City residents and even to the County sometimes, because we try to work together. Mayor Pro-Tem Hattman stated she did not see where the rate could be lowered this year without having future problems by not having that money in our budget or reserves.

MOTION: Council Member Hale moved to approve the second and final reading of an Ordinance of the City of Rockport approving the assessment and renditions for the 2023 taxable property as submitted by the Appraisal District; levying a tax rate for $100.00 valuation for the City of Rockport, Aransas County, Texas, for the Tax Year 2023 of $0.213583 for the purposes of Maintenance and Operation, $0.146495 for the payment of Principal and Interest on debt of the City, and that the property tax rate be increased by the adoption of a tax rate of $0.360078 which is effectively a 11.26% increase in the tax rate; providing for a lien on all real and personal property to secure payment of taxes due thereon; containing a severability clause; repealing all ordinances and parts thereof in conflict herewith; and providing an effective date. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 12.82% and will raise taxes for maintenance and operations on a $100,000 home by approximately (negative) $-6.93. Council Member Rangel seconded the motion. Mayor Jayroe conducted the roll call vote:

FOR MOTION: Council Member Rangel, Council Member Hale, Council Member Brundrett, Mayor Pro-Tem Hattman, and Mayor Jayroe.

AGAINST MOTION: None

Motion carried unanimously.

17. Deliberate and act to ratify the property tax increase reflected in the 2023-2024 Annual Budget and Capital Improvement Plan.

Director of Finance Robbie Sorrell said this ratifies the property tax increase reflected in the 2023-2024 Annual Budget and Capital Improvement Plan.

Kristie Rutledge, 1411 Dana Drive, addressed the Council and commented that the Capital Improvement Plan is not clear, and she has never heard them discussed in a public meeting. Ms. Rutledge said she is asking for transparency; Council talked about it obviously off the record and the public has never heard about it in a public meeting.

Mayor Pro-Tem Hattman said the Council has been talking about the Capital Improvement projects for at least the last three years in public meetings stating what we would like to do. Mayor Pro-Tem Hattman explained new projects may have been added, and some may have been done, public meetings have been held about them and they have been in the que for many years due to not having the funds to get those items done. Mayor Pro-Hattman stated that hopefully by building the reserves we can start getting these projects done.

City Manager Shrauner said Council was in the meeting where it was discussed that there was no need to start scheduling the capital improvement projects until we finish spending grant funds and the unspent bond proceeds. Ms. Shrauner stated we do not have the money; we have not had the money for the capital improvement projects; you will have to take out debt to fund those or have to build out a fund. Ms. Shrauner explained that all of the unspent bond projects need to be completed first before we move to the capital improvement plan that was approved five years ago, or however long ago you received it – it hasn't changed, it's still the same.

Council Member Hale said to try and stay on track with this Agenda item, she first wanted to thank the Mayor for allowing citizens to comment but that doesn't necessarily mean that's it accurate, nor is the accusation of any conversation that is happening outside the public meeting; staff is able to send us documents to allow us to prepare for meetings, but that does not mean that we are having conversations.

MOTION: Council Member Hale moved to ratify the property tax increase reflected in the 2023-2024 Annual Budget and Capital Improvement Plan. Council Member Brundrett seconded the motion. Motion carried unanimously.

18. City Manager Report:

A. Projects

City Manager Shrauner reported:

1) Starting cholerization burnout this week – is safe levels

2) The rake replacement at the wastewater treatment plan funded earlier in the year should have started yesterday

3) On the Orleans Street drainage project, the GLO project, we found latent defects from the previous contractor so we are working through those through the appropriate methods to get those taken care of; it will slow down the project significantly

4) Concho Street – one box left and a hump in the road; they are going across Business Highway 35 right now and that is a 4-week process with detour.

5) Deploying new website; we will be moved to rockporttx.gov as opposed to cityofrockport.com and will see that in a couple of weeks.

19. 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 Rangel asked everyone to take precaution when approaching the detour at Business Highway 35. Council Member Rangel reported she spent some time mingling Downtown and enjoyed visiting with constituents in her Ward.

Council Member Hale asked Police Chief Stevens if he has had any complaints about the TxDOT rerouting of traffic around the Live Oak School area.

Chief Stevens said he was worried about that at the beginning, but there has not been any issues.

Council Member Hale asked the City Manager how the monthly budget updates will start coming to Council.

City Manager Shrauner stated that at the second Council meeting of each month, the Director of Finance should have the monthly financials on the dais; if they are not there it means something has gone wrong.

Council Member Hale said the Planning and Zoning Commission is continuing to meet and she thinks we are making good progress there.

Council Member Brundrett reported he and the Mayor attended the 22nd Annual Humane Society Banquet Gala this past Friday night and it was very well attended and a great event that raised a substantial amount of money for the Aransas County Humane Society. Council Member Brundrett asked that when the contractor comes up with a solution on the GLO project that we get that information out to the public. Council Member Brundrett said there is a hump on Business Highway 35.

Ms. Shrauner said Urban Engineering has presented a solution to Merchants and we are waiting for a response from Merchants.

Public Works Director Mike Donoho said the hump on Business Highway 35 will come out.

Mayor Pro-Tem Hattman stated she appreciated the Council approving the expenditures from the Tree Mitigation Fund. Mayor Pro-Tem Hattman said there is a Tree and Landscape Committee Meeting tomorrow and working on an Arbor Day event and encouraged everyone to volunteer and participate.

Mayor Jayroe said this is the 29th City budget that he has had anything to do with and he cannot remember one of them that was fun. Mayor Jayroe said this one was about as bad of one as he has seen and it is because we are in bad times when people are not making more money and there are issues going on, but the City has to pay their bills just like the public does and it is very difficult to do. Mayor Jayroe stated if someone comes in and says I have a piece of paper and I can't read the numbers on it because it is a poor copy we went through workshops, we went through planning meetings and we went through all sorts of things and there was paper passed out every time we have a meeting. Mayor Jayroe continued saying that every time we got through with a meeting, someone had said to the City Manager "see if you can find some more ways to cut money", so things change; when we get paperwork back, it is different because the last time we looked at it the numbers were bigger and they got moved around and changed and he regrets that it is impossible for everyone to always find the piece of paper that is absolutely right, but they are there. Mayor Jayroe added the City Manager has worked very hard and so has the new Director of Finance at Council's direction, and there were reasonable questions that this Council had and were answered. Mayor Jayroe expressed the Council has done a tremendous job and he appreciates them and Staff for all the work done. Mayor Jayroe stated he wished more of the public would attend these meetings to see what goes on to conduct business for them because we have 10,000 citizens and 6,000 voters and some times we hear from 10 people.

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:

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: Nguyen litigation.

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.

No Executive Session was held.

17. Adjournment.

At 7:50 p.m., Council Member Brundrett moved to adjourn. Motion was seconded by Council Member Hale. Motion carried unanimously.

APPROVED:

_____

Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 6

Deliberate and act on a Utility Services Agreement by and between the City of Rockport and Metropol LLC regarding property located at 2582-R FM 1069; also known as, Lucas Ranch, Block 2, Lots 1 & 2 & North one-half of Lots 16 & 17, Part of Lot 18, being 88.01 acres, City of Rockport, Aransas County, Texas, to include pro-rata fees per living unit equivalent (LUE) for water and wastewater services.

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

APPROVED FOR AGENDA: VRS

BACKGROUND: Property owner Hendrik Kruger, representing Metropol LLC, is requesting the Utility Services Agreement for the City to provide water and wastewater service to the development and to assess pro-rata fees for the additional lift station capacity and extension of water mains.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of the Utility Services Agreement by and between the City of Rockport and Metropol LLC regarding property located at 2582-R FM 1069; also known as, Lucas Ranch, Block 2, Lots 1, 2 & North one-half of Lots 16 & 17, Part of Lot 18, being 88.01 acres, City of Rockport, Aransas County, Texas, to include pro-rata fees per LUE for water and wastewater services.

UTILITY SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF ARANSAS §

THIS UTILITY SERVICES AGREEMENT (this "Agreement") is made and entered into as of the date herein last specified, by and between the CITY OF ROCKPORT, TEXAS, a home-rule municipality (the "City"), and Metropol, LLC, (hereinafter "Metropol"), a Texas Domestic Limited-Liability Company ("Developer") (City and Metropol are collectively referred to as the "Parties" and singularly as a "Party") and this Agreement shall be effective the date this Agreement is last signed by all parties ("Effective Date").

WITNESSETH:

WHEREAS, the Developer is a Texas limited liability company that requires water and wastewater services from the City; and

WHEREAS, the Developer owns approximately 88.01 acres (the "land") more particularly described in Exhibit "A" attached hereto and made part hereof for any and all purposes; and

WHEREAS, the Developer plans to construct, or cause to be constructed utility infrastructure, water and wastewater service to serve the land owned by the Developer; and

WHEREAS, the Developer's property lies within the City's Certificate of Convenience and Necessity ("CCN") held by the City, which has the right to provide water and wastewater services to such land owned by the Developer; and

WHEREAS, the Developer is entering into this Agreement with the City to set forth the terms and conditions regarding the construction of the water and wastewater facilities on the land and the City's provision of water and wastewater services and any associated facilities for the provision of said utilities, on the land owned by the Developer; and

WHEREAS, the parties agree that the obligations set forth in this Agreement apply to the water, wastewater collection/distribution, transportation and treatment facilities constructed or acquired, or to be constructed or acquired, by the Developer to serve lands within the Developer's Property regardless of whether construction of such facilities has already begun or been completed at the time this Agreement is executed; and

WHEREAS, the City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the Developer and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Developer" shall have the same meaning as Owner, below.

"Developer's Engineer" shall mean R&M Engineering Consultants or its replacement or assignee.

"End-Buyer" means any owner, tenant, user, or occupant of any lot, regardless of proposed use, other than Metropol, for which a final plat has been approved by the City and recorded in the real property records.

"Facilities" shall mean (i) water, wastewater collection/distribution, transportation and treatment facilities constructed or acquired, or to be constructed or acquired, by the Developer to serve lands within the Developer's Property; and (ii) any and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"Landowner" shall have the same meaning as Owner, below.

"LUE" shall mean living unit equivalent and is a measure of the estimated average daily volume used by a single-family residence or its equivalent.

"Owner" shall mean Metropol, a Texas Domestic Limited-Liability Company, and any successor in interest or assign, to the extent such successor or assign engages in Substantial Development Activities within the land. Owner shall also include any entity affiliated with, related to, or owned or controlled by Metropol, for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

"Property" shall mean the approximately 88.01 acres of land described in "Exhibit A."

"Substantial Development Activities" means the subdivision of the land or any portion thereof with the intent to sell to an End-Buyer, and includes, but is not limited to, any platting or construction of utility infrastructure, facilities, or roads.

"Water" shall mean the water distribution system, mains and service lines used to convey potable water service for domestic and residential use, within the Property.

"Water Services" shall mean the services to be provided by the City in conveying potable water, including the treating and testing of said potable water, to the Developer's Property.

"Water System" shall mean the water distribution, transportation, and treatment facilities and equipment owned and used by the City to distribute, transport, and treat water for the public.

"Wastewater" shall mean the spent water of a residential subdivision or community, including the water-carried liquid and solid wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of a residential structure of a domestic nature (not industrial).

"Wastewater Services" shall mean the services to be provided by the City in receiving, treating, testing, and disposing of Wastewater from the Developer's Property.

"Wastewater System" shall mean the wastewater distribution, transportation, and treatment facilities and equipment owned and used by the City to distribute, transport, and treat wastewater for the public.

ARTICLE II
DESCRIPTION, DESIGN, AND CONSTRUCTION OF INFRASTRUCTURE & FACILITIES

2.01. Construction Plans and Specifications. The Developer's Engineer shall prepare the design, construction plans and specifications for the Facilities in accordance with the City's design standards and shall comply with all City ordinances, including but not limited to Chapter 102 "Utilities" of the City Code of Ordinances, and TCEQ rules and regulations.

2.02. Required Improvements, Easements.

(a) The Developer shall provide to the City dedicated exclusive utility easements that have a minimum width of 15 feet and that are in locations acceptable to and approved by the City.

(b) Offsite easements may be utilized for the force main between the Lucas Ranch Subdivision lift station and the tie in to the existing force main on Griffith Street which shall be exclusive utility easements in favor of the City. In the event there is a need for other offsite easements to be acquired, as set forth above, Developer shall cause to be conveyed to the City, said easements.

2.03 Design and Construction.

(a) The Facilities shall be designed in accordance with sound engineering principles and shall be constructed in compliance with all applicable requirements as set forth in this Agreement and applicable regulations and building codes adopted by the City. Future improvements, if any, shall be designed in accordance with sound engineering principles and in compliance with all applicable requirements as set forth in this Agreement. Future plans and specifications for the Facilities, if any, shall be subject to review and approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City may have thirty (30) days to review the plans and specifications and submit written comments to the Developer. If the City provides written comments within the thirty (30) day period, the plans and specifications will be deemed approved as long as the Developer complies with such written comments.

(b) In addition to any other construction contract provisions, any construction contract for the Facilities shall include the contractor's one (1) year warranty of work performed under the contract which shall be transferred to the City.

(c) The City shall have the right to inspect and approve the construction of the Facilities in accordance with the Subdivision Regulations. The Developer and its successors and assigns, shall be obligated to apply for, pay for, and obtain from the City permits for construction of water and wastewater improvements where applicable and pay for any City inspection of any such public improvements that will be dedicated to the City for maintenance.

2.04. Wastewater Infrastructure Capacity. The Developer shall provide the City with its full build out LUE count for Wastewater Infrastructure capacity. The City represents that it will have sufficient capacity in the Wastewater System to serve the full development of the Developer once the Facilities are completed.

2.05. Water and Wastewater Connections. The Developer will pay, or cause to be paid, all design, easement, and construction costs for the Facilities within the Property. The City shall not allow to be made any connection to the Facilities until, with respect to such connection, the City has inspected the connection.

2.06. Impact Fees. The City will assess water and wastewater impact fee amounts and collect said impact fees at the time and manner provided in City ordinance.

2.07. Facilities Oversizing. The Developer will not be required to oversize the Water and Wastewater Infrastructure to serve any areas outside of the Property unless the City and the Developer agree to oversizing such Facilities and an agreement for capital improvements is approved. The City reserves the right to oversize the infrastructure in conformance with the City Code. Developers shall not have any capacity reservation rights in the oversized Facilities.

2.08. Easements; Rights of Entry. The Facilities constructed by or on behalf of the Developer and conveyed to the City shall be constructed in dedicated easements. Developer shall be responsible for the acquisition of easements and such easements or rights-of-way shall be dedicated to the City at the completion of the construction of the Facilities.

ARTICLE III
CITY'S OBLIGATIONS ACCEPTANCE OF UTLITY INFRASTRUCTURE

3.01. Acceptance of the Facilities by the City. Upon completion of the Facilities in accordance with all permits and approvals: (a) the Developer shall (i) order the Developer's Engineer to certify that the completed Facilities have been completed in accordance with the plans approved by the City, (ii) certify that all bills and sums of money due in connection with the Facilities have been fully paid and that the Facilities are free from any and all claims and liens; (b) the Developer's Engineer shall provide copies of the as-built construction drawings as required by the City's subdivision in both PDF and DWG formats; (c) the Developer will then convey such facilities to the City by execution of a Utility Conveyance Agreement substantially in the form of Exhibit "C", attached hereto and incorporated herein for all purposes, free and clear of all liens and encumbrances (but subject to the rights of reimbursement under this Agreement), for ownership, operation and maintenance by the City; and (d) The Developer will transfer all warranties of contractors and subcontractors, if any, and all other rights beneficial to the operation of the phase of the Facilities

3.02. Rates/Tap Fees and Other Charges. The City shall bill and collect fees from customers or End-Buyers of the Development and shall from time to time fix such rates and charges for such customers or End-Buyers as the City determines are necessary. Developer agrees it will not contest the City's out-of-city retail rates for the Water and Wastewater Services. All utility customers within the Development shall belong exclusively to the City.

3.03 Collection of Pro-Rata Fees Reimbursable to Developer. The City agrees to collect from other developers and members of the public pro rata fees as shown in Section 3.03.1(b) in order to connect to the Water and Sewer Collection System Off-Site Force Main for a term of twenty (20) years or until the City has collected pro rata fees equal to 125 living unit equivalents, not including the 125 living unit equivalents that Lucas Ranch Subdivision requires, whichever occurs first.

The city may not allow tie ins to the Water and Sewer Collection System Off-Site Force Main or any of systems built by Metropol without reimbursement to Metropol during the twenty (20) year term described above.

City agrees to notify Metropol of any requests to tie in.

3.03.1 Water and Wastewater Actual Costs and Pro-Rata Fee per LUE

(a) Lucas Ranch LUE Costs

Lucas Ranch LUE Costs	Total ($)	.05	LUE's	Cost per LUE	Linear foot	Cost/LF ($)
Sewer mains cost total project	$ 931,440.11	$ 465,720.06	125	$ 3,725.76	10700	$ 87.05
Water gravity mains total project	$ 856,751.50	$ 428,375.75	125	$ 3,427.00	11200	$ 76.50
Lift station total project	$ 306,960.00	$ 153,480.00	125	$ 1,227.84		
Force main total project	$ 425,040.00	$ 212,520.00	125	$ 1,700.16	4020	$ 105.73
Cost for full service tie in				$ 10,080.76		

(b) Additional LUE Costs

Additional LUE Costs	Total ($)	.05	LUE's	Cost per LUE	Linear foot	Cost/LF ($)
Sewer mains cost total project	$ 931,440.11	$ 465,720.06	125	$ 3,725.76	10700	$ 87.05
Water gravity mains total project	$ 856,751.50	$ 428,375.75	125	$ 3,427.00	11200	$ 76.50
Lift station total project	$ 306,960.00	$ 153,480.00	125	$ 1,227.84		
Force main total project	$ 425,040.00	$ 212,520.00	125	$ 1,700.16	4020	$ 105.73
Cost for full service tie in				$ 10,080.76		

3.03.2 Distribution of Pro-Rata fees collected. Fees collected under this agreement shall be reimbursed to Developer at the address as follows, which is subject to change from time to time:

Owner/Developer Metropol, LLC
3201 FM 1069

Rockport, TX 78382

ARTICLE IV
DEFAULT AND REMEDIES

4.01. Default; Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the Developer shall be limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the City if the City is the defaulting party. In the event that the non-defaulting party obtains a remedy as provided in this Section or as otherwise provided in this Agreement, the defaulting party shall be required to pay for the non-defaulting party's attorneys' fees and court costs.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force majeure for the City), insurrections, riots, epidemics and pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

5.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by electronic mail ("email") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

If to the City, to:	Vanessa Shrauner, City Manager City of Rockport 2751 S.H. 35 Bypass Rockport, Texas 78382
If to the Developer, to:	Mr. Hendrik Kruger 3201 FM 1069 Rockport, TX 78382

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

5.04. Assignability. This Agreement may not be assigned by either party except upon written consent of the other party.

5.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

5.06. Reservation of Rights. All rights, powers, privileges, and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.08. Entire Agreement. This Agreement, and the documents and exhibits referenced herein, embody the entire understanding between the parties with respect to the subject matter hereof.

5.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12. Term and Effect. This Agreement shall remain in effect for thirty (30) years from the date hereof, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the Developer.

5.13. Recitals Adopted. The recitals in this Agreement are true and correct, represent findings of City Council, and representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

5.14 Incorporation. The exhibits referred to herein and listed below, and all other documents referred to in this Agreement, are incorporated herein by reference for the purposes set forth in this Agreement.

List of Exhibits:

Exhibit "A": Legal Description of the Property
Exhibit "B": Concept Plan
Exhibit "C": Conveyance Agreement

[Signature Page to Follow]

THE UNDERSIGNED HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND THE SAME.

EXECUTED BY THE PARTIES HERETO AS OF THE DATES SET OUT BELOW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 202__.

CITY OF ROCKPORT, TEXAS

_____
Mayor

ATTEST/SEAL:

_____
City Secretary

METROPOL, LLC,
a Texas limited liability company

By:_____
Hendrik Kruger, Managing Member

CONSENT BY LIENHOLDER:

The undersigned, as the Beneficiary of an existing Deed of Trust, Security Agreement & Financing Statement on and against the Property described above, recorded in the Official Public Records of Aransas County, State of Texas, on January 10, 2023, under Clerk's Document No. 396346, consents to this Agreement, including the terms and conditions thereof, and subordinates her lien to the rights and interests of the parties herein, their successors and assigns, so that a foreclosure of the lien will not extinguish the rights and interests under this Agreement.

LIENHOLDER:

Ramona K. Pullin
RAMONA K. PULLIN
1410 FOSTER MEADOW DR.,
RICHMOND, TEXAS 77406

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

BEING 88.01 ACRES OF LAND OUT EMBRACING ALL OF LOT NOS. ONE (1) AND (2) AND PORTIONS OF LOT NOS. SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), BLOCK NO. TWO (2), C. B. LUCAS RANCH SUBDIVISION, ARANSAS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS OF ARANSAS COUNTY, TEXAS, WITH SAID 88,01 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 5/&" steel rebar found in the existing North R.O,W. line of Texas State F.M. Road No. 1069 and being on the common line between Lot Nos. 17 and 18 of said Block No. 2 and being the most Southerly SOUTHEAST corner and PLACE OF BEGINNING of this survey;

THENCE, North 23°52'20" West along and with the common line between said Lot Nos. 17 and 18 a distance of 650.55 feet to a 5/8" steel rebar found for an INTERIOR corner of this survey;

THENCE, South 66°06'49" West and crossing portions of Lot Nos. 17 and 16 a distance of 1320.0 feet to a 5/8" steel rebar found in the Northeasterly boundary of Lot No. 15 of said Block No. 2, C.B. Lucas Ranch Subdivision, and being an EXTERIOR corner of this survey;

THENCE, North 23°53' 11" West along and with the common line between Lot Nos. 15 and 16 a distance of 660.0 feet to a 5/8" steel rebar found for an INTERIOR corner of this survey;

THENCE, South 66°06'49" West along and with the common boundary between Lot Nos. 2 and 15 of said Block No. 2 a distance of 660.0 feet to a fence corner post found for the common corner of Lot Nos. 2, 3, 14 and 15 of said Block No. 2 and being an EXTERIOR corner of this survey;

THENCE, North 23°53' 11" West along and with the common boundary between Lot Nos. 2 and 3 a distance of 1320.0 feet to a 5/8" steel rebar found for the common Northerly corner of said Lot Nos. 2 and 3 and being the most Westerly NORTHWEST corner of this survey;

THENCE, North 66°06'49" East along and with the Northwesterly boundary of Lot Nos. 2 and 1 of said Block No. 2 a distance of 897.08 feet to a 5/8" steel rebar found for the most Northerly NORTHWEST corner of this survey;

THENCE, South 71 °09'59" East along and with the original Rouquette and Wendell partition line and then the South boundary of Cape Velero Pass according to the Map Recorded in Volume 5, Page 61, Plat Records of Aransas County, Texas, a distance of 1946.27 feet to a 5/8" steel rebar found at an angle point in said partition line and being an INTERIOR corner of this survey;

THENCE, South 71 °30'06" East continuing along and with South boundary of Cape Velero Pass a distance of 446.68 feet to a 5/8' steel rebar found in the Southwest R.O.W. line of Cape Velero Drive and being the most Northerly NORTHEAST corner of this survey;

THENCE, South 23°53 '01" East along and with the Southwest R.O.W. line of Cape Velero Drive a distance of 729.05 feet to the point of curvature of a circular curve to the right with a central angle of 14°15'06", a radius of 162.50 feet, a chord of 40.32 feet, a tangent of 20.31 feet, for an arc distance of 40.42 feet to a 5/8" steel rebar found at a point of reverse curve of a circular curve to the left with a central angle of 14°15'06" a radius of 162.50 feet, a chord of 40.32 feet, a tangent of 20.31 feet, for an arc distance of 40.42 feet, to a 5/8" steel rebar found at the point of tangency; thence, South 23°53'01" East continuing along with the Southwest R.O. W. line of Cape Velero Drive a distance of 200.0 feet to a 5/8" steel rebar set in the Northwest R.O.W. line of Texas State F.M. Road No. 1069 and being the most EASTERLY corner of this survey;

THENCE, South 66°06'49" West along with the Northwest R.O.W. line of Texas State F.M. Road No. 1069 Drive a distance of 667.0 feet to the PLACE OF BEGINNING and containing 88.01 acres of land more or less.

EXHIBIT “B”

CONCEPT PLAN

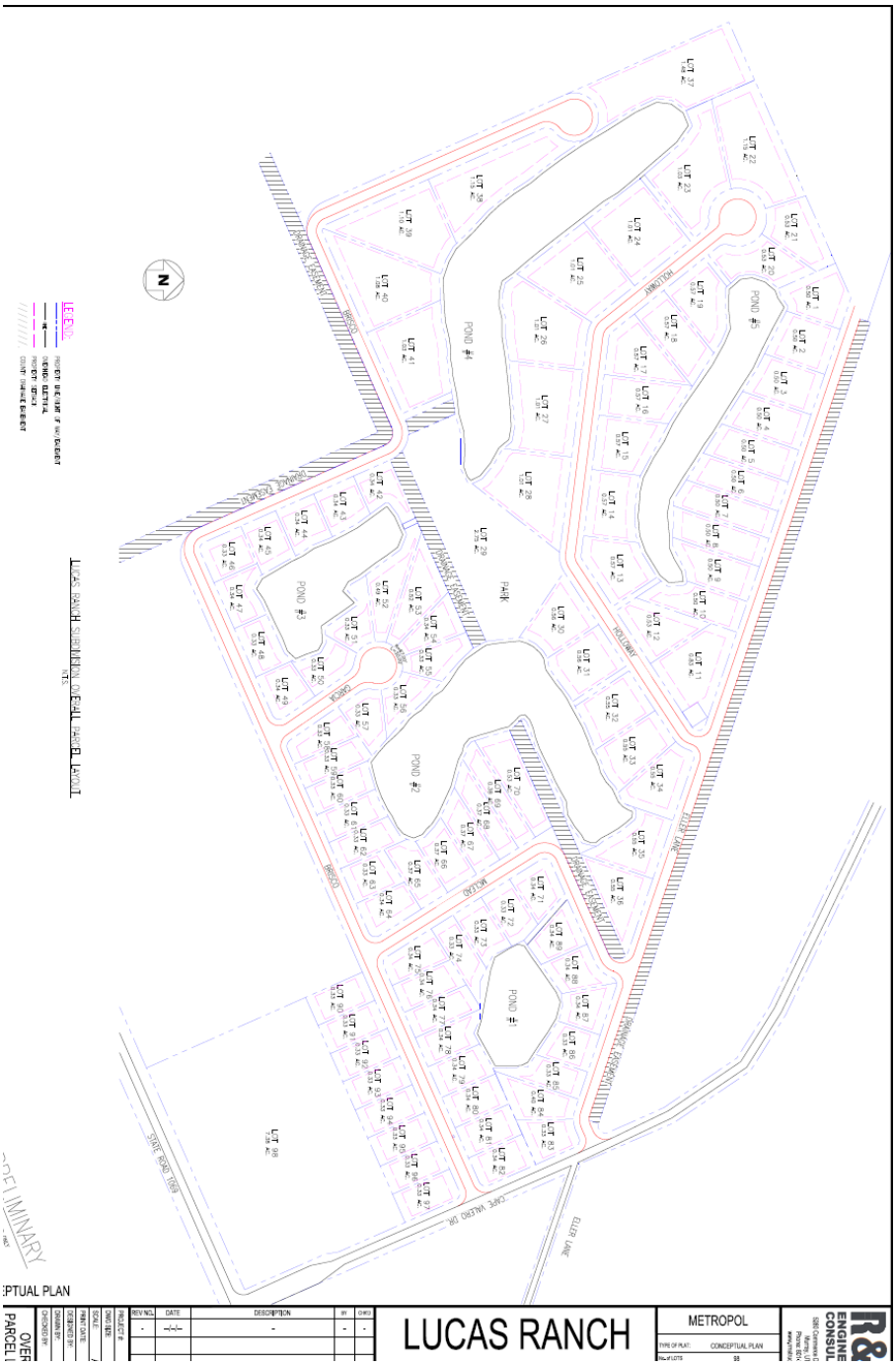


EXHIBIT "C"

UTILITY CONVEYANCE AGREEMENT

This **UTILITY CONVEYANCE AGREEMENT** ("Agreement") is made between the City of Rockport, a home-rule municipality ("City") and Metropol, LLC, a Texas limited liability company (hereinafter "Metropol") (City and Metropol are collectively referred to as the "Parties" and singularly as a "Party") and this Agreement shall be effective the date this Agreement is last signed by all parties ("Effective Date").

RECITALS

WHEREAS, Metropol and City have previously entered into an Utility Services Agreement dated _____ which Agreement provides the terms and conditions pursuant to which Metropol will construct certain water facilities and convey same to the City; and

WHEREAS, Metropol has completed construction of water and wastewater facilities for use to serve an approximate 88.01 parcel of land (the "Property") more particularly described in Exhibit "A" attached hereto and made part hereof for any and all purposes, said Property being located within City's Certificate of Convenience and Necessity ("CCN") held by the City, which has the right to provide water and wastewater services to the Property

WHEREAS, Metropol now wishes to convey and City wishes to take title to such facilities, pursuant to the Utility Services Agreement;

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Metropol and City contract and agree as follows:

1. Conveyance. Metropol hereby sells, conveys, transfers, and delivers to City all of the water and wastewater facilities constructed on or within the Property free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Exhibit B, attached hereto, which are incorporated herein by reference ("the Facilities").

2. Assignment. Metropol hereby assigns all of its rights in the Facilities to City and agrees to make provision for the transfer of any guarantees and warranties executed by any contractor and all other rights of Metropol pursuant to the provisions of any Construction Contract(s).

3. Representations by Metropol. Metropol represents to City that:

a) Title. All the property rights in the Facilities covered by this Agreement are hereby conveyed to City, free and clear of all liens, debts, claims, encumbrances, options, charges, assessments, reservations, and restrictions, attorney's fees and any other kind of expenses that may be incurred by or against the Metropol by reason of construction and conveyance of the Facilities.

b) Rights-of-Way and Easements. Metropol represents, warrants, and guarantees that the Facilities are located in public utility easements as shown on recorded plats. Metropol represents that said plats provide easements which are adequate and sufficient to permit City to operate the Facilities, and any easements held by Metropol in connection therewith are hereby transferred to City whether or not expressly described herein.

c) Possession. Metropol is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of- way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

d) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Metropol, threatened or affecting the Facilities to be sold hereunder and there are no pending condemnation proceedings of which Metropol is aware connected with the Facilities or other properties to be conveyed hereunder.

e) Known Defects. Metropol represents and warrants that the Facilities, including any easements or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit City's use of the Facilities or other properties to be conveyed hereunder.

f) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Metropol.

g) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Metropol is a party.

h) "Record" or "As-Built" Drawings and Engineer's Letter. Contemporaneously herewith Metropol has provided City with a complete set of "as built" and "record drawings," together with a sealed letter by a licensed professional engineer that the Facilities were constructed as shown in the approved Contract Documents (plans & specifications) and all properly executed change orders.

4. Limitation of Liability. Liability for damages arising out of or resulting from the construction, design, performance or completion of any work on the Facilities to be performed by Metropol, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work shall remain with Metropol, together with the title to the Facilities, until the acceptance by the City. Each party agrees to save, release and hold harmless the other Party, to the extent allowed by law, from all claims, demands, and causes of action, damages, losses and costs, fines and expenses, including reasonable attorneys' fees, and all response, remediation and corrective action costs (collectively "Liabilities") that may be asserted by anyone, including state and federal administrative agencies, at any time on account of the contents, transportation, delivery, reception, storage treatment handling and/or disposal of the water while it is in the control of such Party.

5. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident carrying this Agreement into effect and consummating all transactions contemplated hereby.

6. Further Assurances. Metropol agrees that from time to time and upon the request of City, Metropol will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in City and to put City in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to make commercially reasonable efforts to obtain such consents and take such other action as may be reasonably necessary to assure to City the rights and benefits thereof.

7. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities. If it is determined Metropol failed to obtain and convey to the City all required easements within its boundaries for the maintenance and operation of the Facilities, should the City at a future date be required to relocate the Facilities and their appurtenances, outside of Metropol's conveyed easements and rights- of-way easement to the City, such relocation shall be at the Metropol's expense.

8. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties with regard to the conveyance of utilities and there are no prior effective representations, warranties, or agreements between the parties.

9. No Waiver. Nothing herein shall waive, discharge, satisfy, modify or limit any rights, obligations of the parties hereto with respect to the Utility Services Agreement, except as specifically provided of this Agreement.

10. Recitals Adopted. The recitals in this Agreement are true and correct, represent findings of City Council, and representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

THE UNDERSIGNED HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND THE SAME.

EXECUTED BY THE PARTIES HERETO AS OF THE DATES SET OUT BELOW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2023.

CITY OF ROCKPORT, TEXAS

_____
Mayor

ATTEST/SEAL:

_____
City Secretary

METROPOL, LLC,
a Texas limited liability company

By:_____
Hendrik Kruger, Managing Member

CONSENT BY LIENHOLDER:

The undersigned, as the Beneficiary of an existing Deed of Trust, Security Agreement & Financing Statement on and against the Property described above, recorded in the Official Public Records of Aransas County, State of Texas, on January 10, 2023, under Clerk's Document No. 396346, consents to this Agreement, including the terms and conditions thereof, and subordinates her lien to the rights and interests of the parties herein, their successors and assigns, so that a foreclosure of the lien will not extinguish the rights and interests under this Agreement.

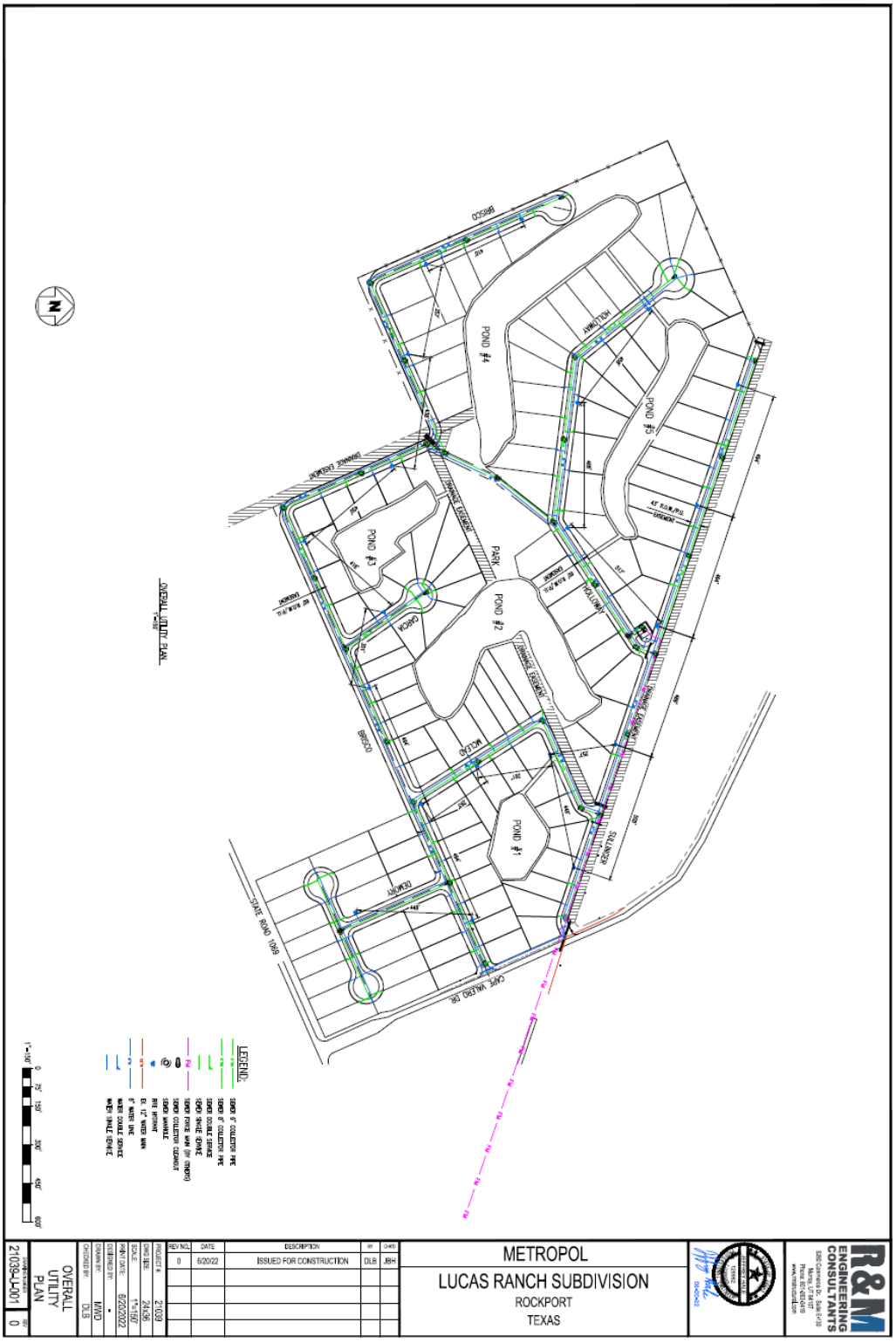
LIENHOLDER:

Ramona K. Pullin
RAMONA K. PULLIN
1410 FOSTER MEADOW DR.,
RICHMOND, TEXAS 77406

EXHIBIT A- PROhPERTY DESCRIPTION

EXHIBIT “B”

FACILITIES CONVEYED



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 7

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Aransas County Council on Aging for the 2024 Bountiful Bowl Pottery Fair.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Mary Ellen Nies, Executive Director of the Aransas County Council on Aging presented the Fiscal Year 2023-2024 budget request to City Council. Deliberation and action regarding allocations were held at the July 11, 2023 Council Meeting, regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602043. Disbursement of these funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Agreement with the Aransas County Council on Aging for the Bountiful Bowl Pottery Fair in the amount of $5,000.00, as presented.

CITY OF ROCKPORT
AND
ARANSAS COUNTY COUNCIL ON AGING

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Bountiful Bowl Pottery Fair – February 10-11, 2024

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Aransas County Council on Aging, hereinafter called "Recipient".

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of **FIVE THOUSAND DOLLARS ($5,000.00).** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Bountiful Bowl Pottery Fair.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $5,000.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death or any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Aransas County Council on Aging, Attn: Mary Ellen Nies, 912 S. Church Street, Rockport, TX 78382.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national

origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

ARANSAS COUNTY COUNCIL ON AGING

_____
_____, Board President

ATTEST:

_____
Mary Ellen Nies, Executive Director

EXHIBIT "A"

CATEGORY Promotion of the Arts that directly enhance tourism and the hotel and convention industry	GRANT AMOUNT
Newspaper	$1,000.00
TV	$1,000.00
Radio	$1,000.00
Other Paid Advertising	$2,000.00
TOTAL	$5,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/15/23

Organization Information

Name of Organization: ARANSAS COUNTY COUNCIL ON AGING

Address: 912 S. CHURCH ST.

City, State, Zip: ROCKPORT TX 78382

Contact Name: MARY ELLEN NIES Contact Phone Number: 361 729 5352

HOT Contract Email: men46@yahoo.com

Web Site Address for Event or Sponsoring Organization: seniorservicescenter.org

Type of Organization: ____ Governmental X Non-Profit ____ Private/ For-Profit

Tax ID #: 74-1796095 Organization's Creation Date: 1977

Purpose of Organization: TO IMPROVE THE LIVES OF THOSE OVER 60 IN ARANSAS COUNTY.

Event Information

Name of Event or Project: BOUNTIFUL BOWL POTTERY FAIR

Date of Event or Project: FEB. 10-11, 2024

Primary Location of Event or Project: THE ROCC ROCKPORT CONFERENCE CENTER

Amount Requested: $ 5000

How will the funds be used: TO PAY FOR MARKETING TO INCLUDE THE FOLLOWING: REBUILD & UPGRADE WEBSITE; TV & RADIO SPOTS; MARKETING CONSULTANT; PRESS RELEASES

Primary Purpose of Funded Activity/Facility:

TO PROMOTE POTTERY SALES AND RAISE MONEY FOR MEALS FOR THE FRAIL ELDERLY OF ARANSAS COUNTY

Percentage of Hotel Tax Support of Related Costs

81% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☒ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 5000

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? ____, ____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 21

2. Expected Attendance: 800 Prior year's attendance: _____

3. How many people attending the Event or Project will use City of Rockport hotels? 50 %

   Number of nights will they stay: 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   TBA

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2022	$ 1200	$	
2021	$ 1200	$	
2020	$ 1500	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   ROOM BLOCK USAGE SURVEY

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   ROCKPORT CENTER FOR THE ARTS, TOWN OF FULTON WELL-MED, RISK RESOURCES, GULF POINTE PLAZA, LYDIA ANN CHANNEL FLEET, HOOKING BULL BOATYARD, PROSPERITY BANK, CHANEL 3 NEWS

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Admission is $10. PROFIT IS $25,000 to be used to purchase/cover costs for making & delivering meals to the homebound elderly of ARANSAS COUNTY.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 1000
   Radio: $ 1000
   TV: $ 1000
   Other Paid Advertising: $ 2000

   Number of Press Releases to Media 6
   Number Direct Mailings to out-of-town recipients 1000 e-mails

   Other Promotions website

9. Will you include a link to local hotels on your website for booking during this event?
   yes

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Coordinate with the Austin St. Galleries monthly Artwalk. This requires coordinating the date and possibly the time.

12. What geographic areas does your advertising and promotion reach?
    Locals, San Antonio area, Victoria Area, Austin Area, Houston Area, Corpus Area

13. How many individuals will your proposed marketing reach who are located in another city or county? Thousands

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 8

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Center for the Arts for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2022, City Council Meeting, Luis Purón, Executive Director, of the Rockport Center for the Arts presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602040. Disbursement of funds will be made in accordance with Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Center for the Arts for advertising and tourism promotion in the amount of $250,000.00, or $62,500.00 per quarter, as presented.

CITY OF ROCKPORT
AND
ROCKPORT CENTER FOR THE ARTS

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and the Rockport Center for the Arts, a private non-profit association, hereinafter called "RCA," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023 and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to RCA ***TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, RCA agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that RCA is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 RCA shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood

and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in RCA with respect to expenditure of the revenue provided.

5.2 RCA shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by RCA for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 RCA shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message, explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or $10,000.00 will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end

of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percentage of the fiscal year projection.

5.6 RCA shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the RCA pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire RCA for the duration of this Agreement. RCA agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to RCA ***TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($62,500.00)*** each. RCA shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to RCA within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to RCA pursuant to this Agreement is contingent upon anticipated receipt of minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to RCA pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to RCA may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, RCA shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

RCA agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of RCA, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

RCA shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by RCA in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that RCA is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and RCA shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the President of Rockport Center for the Arts, 204 South Austin Street, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, RCA shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, RCA shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT	**ROCKPORT CENTER FOR THE ARTS**
_____	_____
Tim Jayroe, Mayor	_____, President (Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	Luis Purón, Executive Director

EXHIBIT "A"

CATEGORY **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry**	**AMOUNT REQUESTED**	**GRANT AMOUNT**
Advertising	$85,000.00	
Exhibitions	$70,000.00	
Rockport Art Festival	$45,000	
Rockport Film Festival	$5,000	
Sculpture Garden	$15,000	
Spring Art Fair	$10,000	
Workshops and Classes	$20,000	
TOTAL	$250,000.00	$250,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

Hotel Occupancy Tax Funding Application

Date: 5/31/23

Organization Information

Name of Organization: Rockport Center for the Arts

Address: 204 S Austin St

City, State, Zip: Rockport, TX 78382

Contact Name: Luis Puron Contact Phone Number: 361-729-5519

HOT Contract Email: luis@rockportartcenter.com

Web Site Address for Event or Sponsoring Organization: www.rockportartcenter.com, www.the-rocc.com

Type of Organization: _____ Governmental __X__ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1652612 Organization's Creation Date: 5/20/1969

Purpose of Organization: Rockport Center for the Arts' mission is to be the catalyst and epicenter to explore the creative arts.

Event Information

Name of Event or Project: Promotion of the Arts

Date of Event or Project: 10/1/2023 - 9/30/2024

Primary Location of Event or 106 S Austin Street

Project: Amount Requested: $ 250,000

How will the funds be used: Promotion of the Arts - $250,000

A detailed budget is attached in the Marketing Proposal.

Primary Purpose of Funded Activity/Facility:

Arts: Annual Calendar of Multidisciplinary Arts Programming including Rockport Art Festival,

Rockport Film Festival, Spring Art Fair, Exhibitions, Workshops & Classes, and Sculpture Garden

Percentage of Hotel Tax Support of Related Costs

67% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities n/a %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category:$ _____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ $250,000

A detailed budget of category 4 is included in the Marketing Proposal

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 54 Years

2. Expected Attendance: 55,000-60,000 Prior year's attendance: 34,156

3. How many people attending the Event or Project will use City of Rockport hotels? 15,000-16,000

   Number of nights will they stay: 91,000-92,000

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   For major events and programs, blocks of rooms are reserved at Intrepid Hotels properties.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
FY 2023	$ 145,000	$ $356,350	thousands
FY 2022	$ 132,000	$ $300,000	thousands
FY 2021	$ 125,000	$ 288,543	thousands

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Please refer to our data collection plan on page 6 and 7 of the Marketing Plan.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County, Texas Commission on the Arts, National Endowment for the Arts,

   The Margaret Sue Rust Foundation, Coastal Bend Community Foundation, Private Donors

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Admission is charged at ticketed and gated events. End of year surpluses for our

   programs are expended at the discretion of the Board of Directors.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Total proposed advertising budget $153,000. Please refer to pages 10 thru 17 of the Media Plan and Buy section of the Marketing Proposal.

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
Yes. Nine major local properties are listed in the Rockport Conference Center website.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Promotion of the new facility which opened in Fall 2022 and was designed to attract Hotel and Convention Industry activity.

12. What geographic areas does your advertising and promotion reach?
Statewide

13. How many individuals will your proposed marketing reach who are located in another city or county? 10.5+ Million Impressions

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):
Expected Attendance Monthly/Annually: 55,000-60,000

Percentage of those in attendance that are staying at area hotels/lodging facilities: 28 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Marketing Plan
2023 – 2024

Table of Contents

a. Executive Summary

b. Facilities

c. Marketing Campaign and Creative Partnerships

d. RCA Media Buy

e. The ROCC Media Buy

f. RCA Tourism and Economic Development Impact

g. Meetings at The ROCC

h. The ROCC Tourism and Economic Development Impact

i. RCA Marketing Budget

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

j. The ROCC Marketing Budget

Category 1 - Convention Centers
Category 3 - Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

k. Administrative Expenses

l. About Rockport Center for the Arts and The ROCC

Appendices

Hotel Occupancy Tax Application for Rockport Center for the Arts

Hotel Occupancy Tax Application for The Rockport Conference Center

a. Executive Summary

Our Mission

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

The Rockport Conference Center's mission is to provide a rental venue for business meetings that will draw tourism to Rockport during the mid-week timeframe.

Our Caption

Explore. Discover. Express.

Our Vision

Rockport Center for the Arts (RCA) continues its legacy as one of the top ten coastal art colonies in the United States, expanding during its next fifty years with an iconic, architecturally significant space and innovative cultural programs and initiatives that engage, teach, and inspire students, artists, residents, and visitors while spurring economic development.

Our Organization's History and Existing Programs

Established in 1969 by a group of artists as an Art Guild, Rockport Center for the Arts is host to nationally recognized and well-funded programming, drawing visitors to the Texas coast to engage in visual, culinary, and performing arts, and art education. RCA partners with artists from around the world to engage with the local community through a variety of well-funded and endowed programs:

1. *Arts Education for Youth, Families, Adults and Seniors*
2. *Promotion of the Arts as a Career through Scholarships and Awards for Higher Education*
3. *Visual Arts Exhibition Program*
4. *Artists in Residence Program*
5. *Performing Arts*
6. *Culinary Arts*
7. *Visiting Artists Lecture Series*
8. *Public Art Program*
9. *Major Annual Events that Promote Tourism and Economic Development*

Our Program Performance by the Numbers

*Art Education for Youth, Families and Adults Programs**

Program Name	***History (Years)***	***Served Annually***	***Funding***	***Other***
ArtSpace Summer Art Camp	*25*	*500*	*Fully funded*	*Affiliate: SW School of Art, Texas A&M Corpus Christi*

Free Family Saturdays	*8*	*3,000*	*Fully funded*	*Affiliate: Other Local Attractions*
Art Educator Days	*21*	*60*	*Tuition-funded*	*CEUs provided to 20 ISD in TX*
The Penny Redmon Fund	*8*	*120*	*Fully funded, Endowed*	*Adult Workshops*
Workshops and Classes	*54*	*1,400*	*Tuition funded*	*Multi-disciplinary*
Young Chefs	*New in 2023*	*200*	*Fully funded*	*Culinary program for underserved youth*
Ballet Dance Camp	*New in 2023*	*40*	*Fully funded*	*Affiliate: ACE Afterschool Program*

**All programs contract working artists.*

Visual Arts Program

Program Name	***History (Yr)***	***Served Annually***	***Funding***	***Other***
Art Exhibitions	*54*	*36,000*	*Exhibit sales, sponsorships and grants*	*36 exhibits per year in 4 galleries*

Public Art Program

Program Name	***History (Years)***	***Served Annually***	***Funding***	***Other***
Public Art	*24*	*Thousands*	*Fully funded*	*20 Sculptures in Public Spaces*

Our Signature Events*

Every year RCA energizes local economic development with six signature events designed to bring tourism to the Texas coast:

Event Name	***Time of the Year***	***Tradition***	***Attendance***
Rockport Clay Expo*	*February*	*20 years*	*800*
Spring Art Fair	*March*	*32 years*	*1,300*
Rockport Art Festival	*July*	*55 years*	*10,000*
Silver Meltdown	*October*	*6 years*	*400*
Guy Clark Festival	*November*	*1 year*	*1,000*
Rockport Film Festival***	*November*	*17 years*	*1,300*
Performing Arts Series	*Year-round*	*New in 2023*	*1,600*

**The Art Fair, Art Festival and Film Festival are 3–4-day weekend events with media buy budgets.*
***A partnership with the Aransas County Council on Aging, Meals on Wheel Program.*
****A partnership with the Rotary Club of Rockport.*

Our Greatest Asset

At RCA and the ROCC, we believe that individuals- staff, board member, visiting artist, volunteer, contractor, consultant, local guest, and out-of-town visitors are our greatest asset. People that interact with RCA in a significant way are our most effective brand ambassadors and will have a direct impact on the organization's revenue potential.

Our Annual Budget, Our Endowment
$1.9M *$560,000*

Our Competitive Advantage

Our competitive advantage can be encapsulated with 5 concepts: History, Innovation, Leadership, Resilience, and Thinking-Outside-the-Box.

As a leader in the Arts in the State of Texas, Rockport Center for the Arts has been transforming lives for over 54 years. In 2014, RCA started addressing growth through strategic planning. In 2016, we invested in land to build a new facility and expand programming. In 2017, Hurricane Harvey accelerated plans to build a new facility. In 2018, we launched a major gift campaign that allowed us to break ground in 2021 on an ambitious 1.2-acre campus with 22,000 sf of new space in downtown Rockport. A partnership with the City of Rockport allowed us to obtain a $5M grant from the Economic Development Administration (EDA) in March 2019. In March 2021 the Kline's Cafe Building was relocated to make way for construction. Construction started April 6, 2021 and was completed December 10, 2022. The new $12.6M campus added new programs and revenue centers that will make the added space financially viable. Award winning architects, David and Elizabeth Chu Richter of Richter Architects were the lead designers on the project. Teal Construction Company was the contractor. The brick-and-mortar project had a guaranteed maximum price of $9.2M. GrantWorks helped RCA manage the EDA grant.

Our New Programs, Launched in 2023

Performing Arts
Media Arts
Culinary Arts
Literary Arts

Our New Tourism Target – The Hotel and Convention Industry

Small Conventions
Business and Association Conferences
Sales Meetings
Trade Shows
Expos
Travel Summit

Destination Management
Symposiums

Our Websites

RockportArtCenter.com
The-ROCC.com

Our Conference Center Meeting Promotion and Planning Platforms

Eventective – a lead referral service for conferences, conventions and meeting rooms only.
Cvent – the major lead generator for hotels and corporate businesses for conferences and hotels.
Social Tables – marketing tool for meetings rooms, conventions, and conference centers to show clients in real time venue set-up options, final room diagrams to move forward to the completion of a contract.

Our Local Hotel Partners

Fairfield Inn and Suites, by Marriott
Hampton Inn and Suites
La Quinta Inn and Suites
Holiday Inn Express and Suites
Quality Inn on Aransas Bay
The Inn at Fulton Harbor
Pelican Bay Resorts
Days Inn Rockport
The Lighthouse Inn at Aransas Bay

Our Target Geographic DMA

Target DMAs in order of importance for direct advertising and marketing:

1. *San Antonio*
2. *Houston*
3. *Austin*
4. *The Hill Country*
5. *Dallas, Ft. Worth*
6. *Victoria*
7. *Rio Grande Valley*

Our Data Collection Plan to Determine Accurate Overnight Lodging Activity

Every visitor and guest are asked three questions:

1. *What is your zip code?*
2. *Are you staying in an area lodging facility?*
3. *If so, how many nights?*

The data is tabulated by our statistician to generate reports, maps and data dashboards that can be found in sections f and g of this marketing plan and in quarterly reports to the City Council.

Our Brands

Austin Street Art Walk
ArtSpace
Free Family Saturdays
Guy Clark Festival
Rockport Art Festival
Rockport Film Festival
Silver Meltdown
Spring Art Fair
Spring Film Workshop
Young Chefs

b. Facilities

Building 1: Rockport Center for the Arts
Height: Two-story Building
Size: 14,000-sf
Purpose: Art Education, Visual Arts, Administration
Main Features: 5 classroom spaces including a standalone fully equipped clay studio, 4 galleries, gift shop, elevator, restrooms on both floors, an administration suite, roof top terrace, connectivity through porches, state of the art audiovisual, loading dock

Building 2: The Rockport Conference Center (The ROCC)
Height: One-story Building
Size: 8,000-sf
Purpose: Business Conferences, Trade Shows, Expos, Performing Arts, Media Arts, Culinary Arts, Literary Arts, the Home of the Clay Expo, Film Festival, Silver meltdown, Guy Clark Music Festival
Main Features: a 1,200-sf foyer, a 4,500 ballroom, restrooms, a fully equipped catering and culinary arts kitchen, storage bay, partitions to break ballroom into 4 spaces, state of the art audiovisual, loading dock

Sculpture Garden: Exterior Green Spaces with Sculptural Works from the Art Center's Permanent Collection **Size:** 16,000-sf **Purpose:** Connectivity between the Building 1 and 2, access to 70 parking spaces on Austin and Water St. **Main Features:** Green spaces, water features, exterior performing arts space, extension of the visual arts program through the display of sculptural work by artists of regional, national and international renown, state of the art audio
Onsite Parking: 33 spaces **Austin Street Parking:** 37 spaces **Offsite Parking:** 60 spaces located one-block away from the campus at the intersection of Magnolia and North St.
State of the Art Facilities: Other Campus Features • Dedicated fiber optic cable line for high-speed internet solely dedicated and provided for the campus. • Services from Network Cabling Services of Houston, Texas and Layer One Networks of Corpus Christi for telephone, audio visual, structured cabling, Wi-Fi integration, and campus-wide security monitoring. • Underground electrical utilities. • Resilient concrete and steel construction, elevated above FEMA requirements.

c. Marketing Campaign and Creative Partnerships

A Global Campaign

Up until 2022, Rockport Center for the Arts advertising and publicity campaign was designed around the Art Festival and the Visual Arts Program, the largest direct advertising buys in the calendar year. Art Festival dollars were used to leverage a media buy for the rest of the calendar year.

Starting in 2023, RCA became the first multi-disciplinary arts organization in Coastal Bend. New program avenues and marketing for The ROCC have created additional dollars to market the new programs created since the building opened in December 2022.

Team Approach

Award winning public relations team with results oriented towards tourism:

Brand Positioning:	*Legend Labs*
Design Creatives:	*Snyder + Associates*
Media Market Analysis:	*BucketWorks*
Media Buyer:	*BucketWorks*
Public Relations:	*Winfrey Media Relations & Prokell Publicity, Inc.*
Videographer:	*Enlightened Images, MiSA, Ty Husak Photography*

Spokesperson:	*Kimmi Norvelle Moake*
Media Partners TV:	*KRIS-TV*
Media Partners Radio:	*KEDT 90.3 FM Corpus Christi and the Rio Grande Valley*
	KVRT 90.7 FM Victoria
	KMFA 89.5 Austin
	KSTX 89.1 FM San Antonio and the Hill Country
Media Partners Online:	*Glasstire, Art Houston*
Media Partners Print:	*The Bend Magazine, Art Houston*
Statistician:	*Kathleen Clark*

d. RCA Media Buy

(Budget is presented to the Board October 2023)

*FY2023 Advertising Budget **$113,400***

*FY2024 Advertising Projection: **35%** increase vs. FY2023*

BUCKET WORKS

Rockport Center for the Arts
2023-2024
Media Buy Overview

711 N. Carancahua, Suite 1603
Corpus Christi, TX 78401
Telephone (361) 884-2992
www.bucketworksadvertising.com

DEMOGRAPHICS

AGE

- TV, CABLE, RADIO: 35+
- Social Media: 25-64

DMAs

- Alice
- Austin
- Beeville
- Bishop
- Corpus Christi
- Cuero
- Dripping Springs
- Fredericksburg
- Houston
- Johnson City
- Kingsville
- Kyle
- Luling
- Marble Falls
- Mathis
- New Braunfels
- Nixon
- Odem
- Orange Grove
- Pleasanton
- Port Aransas
- Portland
- Premont
- Refugio
- Rio Grande Valley
- Robstown
- Rockport
- Round Rock
- San Antonio
- San Diego
- San Marcos
- Seguin
- Sinton
- Skidmore
- Victoria
- Wimberley
- Woodsboro

INTERESTS

- Arts & Culture
- Travel
- Supporter of public broadcasting
- News

BUCKET WORKS

MEDIA PLATFORMS PER MARKET

- **Coastal Bend**
  - TV: KIII TV, KRISTV, MeTV, Fox 38, Spectrum (Fox News, TV Land, HGTV, HLN, ID, Animal Planet, OXYG, Fox Business, Nat Geo, CMT, OWN, DIY, GOLF, BBCA, TRU, ESPN2, CCTV, CNBC, TWC, Paramount)
  - Radio: KEDT, 93.9FM
  - Billboard: Lamar
  - Social Media: KRISTV
- **San Antonio Area**
  - TV (Fox 29, NBC 4)
  - Digital Ads: KRISTV
  - Billboard: Sign Ad
  - Social Media: Fox 29, NBC 4
- **Austin Area**
  - Radio: KMFA, Sun Radio
  - Digital Ads: KRISTV
  - Web ads: KMFA
  - Billboard: Vibe
  - Social Media: KMFA
- **Houston Area**
  - Digital Ads: KRISTV
  - Billboard: Media Choice
- **Victoria Area**
  - TV: ABC 25, Fox 19, Spectrum (Fox News, TV Land, HGTV, HLN, ID, Animal Planet, OXYG, Fox Business, Nat Geo, CMT, OWN, DIY, GOLF, BBCA, TRU, ESPN2, CCTV, CNBC, TWC, Paramount)
- **Rio Grande Valley**
  - Radio: KEDT
  - Billboard: Media Choice

BUCKET WORKS

KRISTV PARTNERSHIP

- **Investment**
  - $3,500 Trade for Patron Sponsorship
  - $6,750 Cash

- **KRISTV Deliverables**
  - All production elements for a PSA and placed into rotation into open PSA airtime across our stations KRIS, KZTV, the CW & KDF.
  - A customized campaign to promote the event airing across our stations, digital platforms and social media.
  - A trade schedule of 36 spots to promote the event airing on KZTV in exchange for Patron Sponsorship.
  - A custom landing page on KRISTV.com and KZTV10.com with information and links to your site.
  - Feature Host segments (3) with Clarissa Serna on our Coastal Living Lifestyle Show leading up to the festival at the Rockport Center for the Arts. Dates to be determined.
  - Coastal Living FB Post/Boost 3X (1 for each segment)
  - Coastal Living Facebook LIVE post/boost
  - Our news teams KRIS 6 News, KZTV Action 10 News will be provided all information and contacts regarding the event for set up of any news coverage or interviews.

- **RCA Deliverables**
  - List KRISTV as Patron Sponsor and provide all benefits
  - Provide ticket packs for Coastal Living Segment giveaways

BUCKET WORKS

DIGITAL ADVERTISING STRATEGIES FOR SAN ANTONIO, AUSTIN, AND HOUSTON MARKETS

- **Behavioral Targeting**
  - Art enthusiasts
  - Travel enthusiasts
  - Retirees

- **Brand Targeting (targeting specific brand/retail within a specific time frame)**
  - RV retailers
  - Boat and marine retailers
  - Home decorating and improvement retailers
  - Luxury retailers (BMW, Neiman Marcus, etc.)

- **Proximity Targeting**
  - Museums (Art, History, and Interactive)
    - Art Museum of Corpus Christi
    - K Space
    - San Antonio Museum of Art
    - McNay Art Museum (San Antonio)
    - Briscoe Western Art Museum (San Antonio)
    - Hopscotch (San Antonio)
    - Blanton Museum of Art (Austin)
    - Bob Bullock Texas State History Museum (Austin)
    - The Contemporary Austin (Jones Center & Laguna Gloria)
    - Mexic-Arte Museum (Austin)
    - Museum of Fine Arts, Houston
    - The Menil Collection (Houston)
    - Color Factory (Houston)
    - Contemporary Arts Museum Houston
    - Seismique (Houston)
  - Events
    - Cuero Art Month on Main Street (June)
    - Round Rock PopUp Art Show (June 24)
    - Memorial Day River Walk Artisan Show (May 26-29)
    - ArtRageous by Art Museum of South Texas (June 8)
    - ArtWalk and Mural Fest by Downtown Corpus Christi (June 2-3)

BUCKET WORKS

TOTAL MEDIA BUY: $41,531.53 GROSS | $36,588.92 NET

MEDIA (GROSS)

- TV: $18,264.70 (includes $3,500 in trade)
- Radio: $10,200
- Digital: $5,387.50
- Outdoor: $6,185.75

Includes commission on commissionable media.

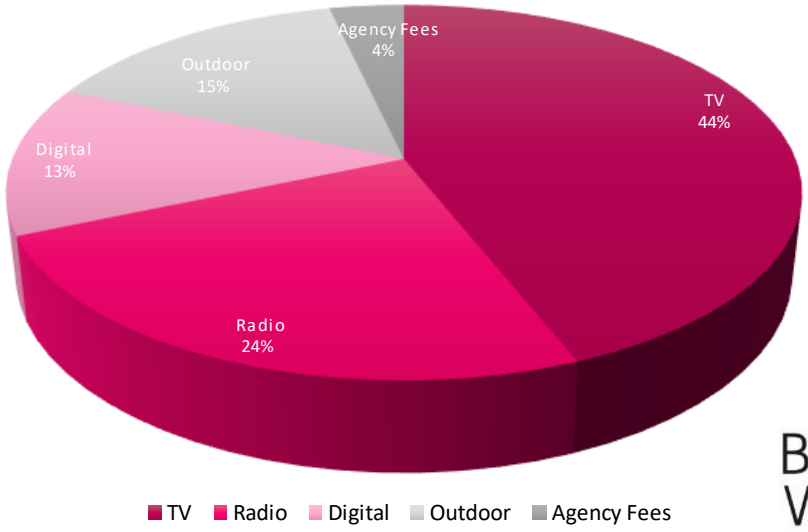
AGENCY FEES

- 10% Commission: $1,118.58 (earned on non -commissionable media)
- Service Fee: $375

Includes hours spent on coordination and scripting for Coastal Living segments.

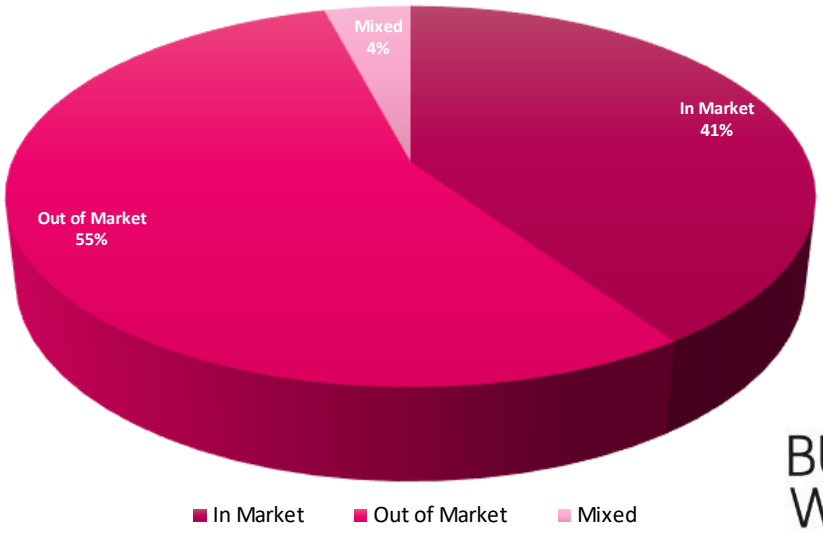
BUCKET WORKS

MEDIA OUTLET ALLOCATION



Includes trade.

DOLLARS PLACED IN AND OUT OF MARKET



Does not include trade. Only cash spent is represented.

KRIS COMMUNICATIONS// 2023 RECOMMENDATIONS

ROCKPORT CENTER FOR THE ARTS

"Rockport: where new ideas emerge at the crossroads of culture, cuisine, and commerce."

KRIS COMMUNICATIONS

SENIOR ACCOUNT STRATEGIST // SHEILA.NELLIS@KRISTV.COM// 361.533.2910
SENIOR DIGITAL STRATEGIST // CHIP.CROSSLEY@KRISTV.COM// 361.446.0412

ROCKPORT CENTER FOR THE ARTS

SUMMARY / BUSINESS OBJECTIVES AND OPPORTUNITY

FOCUS

- Promote Rockport Center for the Arts to regional areas in Texas with information on the new Art Center, raising awareness for the new facility to those interested in the Arts and programs available at the center, increasing visitors to the center and Rockport.
- Emphasis on the beauty, unique location and amenities of the Rockport Center for the Arts, it's history and many cultural offerings as the focal point for art related activities in the community.
- Utilize Google Display Network and Google AdWords to reach a large number of people, specific to audiences who are interested in art museums, architecture, music and theatre, educational opportunities in art, culinary, art lectures, etc.

TARGET AREAS

- San Antonio, Houston, and Austin ages 18+, with defined audience targets specific to those interested in the Arts.
- Targeting, keywords, and messaging will be specific to audience goals with the ability to adjust as the season or as the strategy of the campaign requires.

ONE SOURCE - MULTIPLE PLATFORMS

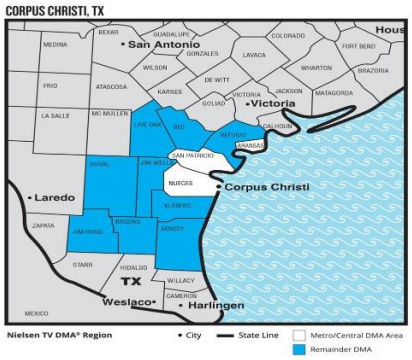
KRIS 6 News reaches more affluent homes.
KRIS 6 News
•*Sunday Night NFL Football*
•*Today Show* •*The Voice*
• *Law & Order* •*Chicago Med*

KZTV – CBS #1 station for daytime and primetime viewers!
•*NCIS* •*60 Minutes*
Local advocacy station. Kitchen Cops, Troubleshooters
Top Sports coverage with March Madness, SEC Football, The Masters coverage, & Houston Texans football

CW – Nation's #1 network for People aged 35-49.
The Hottest network with shows like:
•*Riverdale* •*The Flash* •*Walker* •6News at 9P

KDF – Your OFFICIAL Court Show Station!
Official station of the
•*Court Shows*
•*Situation Comedies*
•*Classic Programming*

KAJA – Spanish language programming
Novelas, News & Sports including Wrestling, Soccer & Boxing on Telemundo.
•*Al Rojo Vivo* •*Soccer*
•*The only local Spanish newscast in Corpus Christi*



KRIS Communications is committed to Local News, Weather, Sports & Community Involvement.

KRIS Communications offers ***FIVE*** powerful and unique television stations to a diverse audience to include all income levels, demos, and viewing habits and ***Three*** highly visited websites.

GDN – GOOGLE DISPLAY NETWORK/

GOOGLE DISPLAY NETWORK IS ALL ABOUT THE CLICK TO DRIVE CONVERSIONS

- Reach a Massive Scale
- Low Cost per Click (CPC) Model
- Target based on Consumer Behavior
- Increase Awareness
- Transparent Reporting
- Influence Consideration & Drive Conversions

HIGHLIGHTS:
- Over 2 million websites, apps, blogs and videos
- Reach 90% of internet users

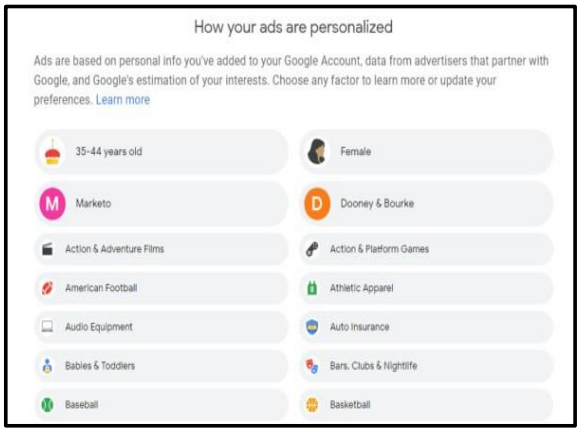
Creative changes on ads based on campaign focus and does not impact monthly cost.

Brand Safe Websites such as NBC, ESPN, HGTV, Food Network, etc.

GDN – GOOGLE DISPLAY NETWORK /

GOOGLE DISPLAY NETWORK – Targeting Options

TARGETING	
	GEOGRAPHY – Target by state, DMA, city, county, zip code or radius. (Geofencing cannot be done via GDN)
	DEMO – Target by age, gender, parental status, or household income.
	IN-MARKET AUDIENCES – In-market audience targeting shows an ad to potential customers whose search and internet browsing behavior indicates that they may be "in-market" for a certain product or service.
	CUSTOM INTENT AUDIENCE – Allows advertisers to target a highly tailored audience based on potential customer's recent web activity.
	TOPIC TARGETING – Allows your client's ads to appear on any pages on the Google Display Network that display relevant content to the topic selected. (ex. Sports, Health, Travel, etc.)
	AFFINITY AUDIENCES – Similar to interest targeting, but it matches ads to users who habitually visit sites of the same topic.
	KEYWORD TARGETING – Reach potential customers who have recently conducted searches for relevant product or are aligned with the
	REMARKETING – Google Display remarketing allows you to serve ads to previous website visitors as they browse the web, keeping your clients' products and brand top of mind, even after leaving the website.



DIGITAL CAMPAIGN SUMMARY / PLAN 1 – FOR 2 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,…* Geo Targeting **San Antonio Market**	200 – 600 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,…* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $2,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a 6 week cancellation commitment for 2023. No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY / PLAN 2 - FOR 3 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **San Antonio Market**	200 – 600 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Austin Market**	200 - 680 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $3,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a no cancellation commitment for 2023. No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY / PLAN 3 - FOR 3 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **San Antonio Market**	400 – 1,200 Estimated clicks per month	$2,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Austin Market**	200 - 680 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $4,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a no cancellation commitment for 2023. No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

e. **<u>The ROCC Media Buy</u>**
<u>(Budget is presented to the Board October 2023)</u>
FY2023 Advertising Budget ***$50,000***
FY2024 Advertising Projection: ***70% increase*** *vs. FY2023*

TSAE Advertising Investment **$10,000 per annum**
Digital and Print Campaign
Campaign Launched March 2023

Call to Action Ad Being Served to Mobile Devices:

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

THE ROCC – ROCKPORT CONFERENCE CENTER

"Rockport: where new ideas emerge at the crossroads of culture, cuisine, and commerce"

SHEILA NELLIS // SHEILA.NELLIS@KRISTV.COM // 361.533.2910

CHIP CROSSLEY // CHARLES.CROSSLEY@KRISTV.COM // 361.44.0412

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

GDN – GOOGLE DISPLAY NETWORK

GOOGLE DISPLAY NETWORK IS ALL ABOUT THE CLICK TO DRIVE CONVERSIONS

- Reach a Massive Scale
- Low Cost per Click (CPC) Model
- Target based on Consumer Behavior
- Increase Awareness
- Transparent Reporting
- Influence Consideration & Drive Conversions

HIGHLIGHTS:
- Over 2 million websites, apps, blogs and videos
- Reach 90% of internet users

Brand Safe Websites such as NBC, ESPN, HGTV, Food Network, etc.

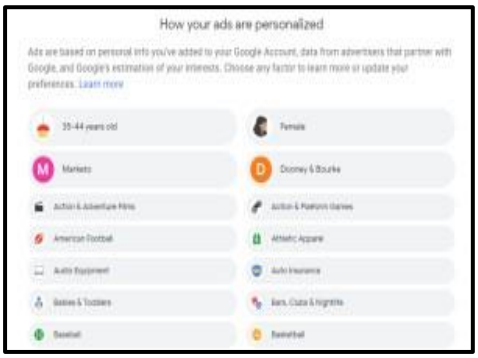
KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

GDN – GOOGLE DISPLAY NETWORK

Google Partner

GOOGLE DISPLAY NETWORK – Targeting Options

TARGETING
GEOGRAPHY– Target by state, DMA, city, county, zip code or radius. (Geofencing cannot be done via GDN)
DEMO– Target by agegender,parental status, or household income.
IN-MARKET AUDIENCES– In-marketaudience targeting shows an ad to potentialcustomers whosesearchand internetbrowsingbehavior indicates thatthey maybe "in-market"for a certain productor service.
CUSTOM INTENT AUDIENCE- Allows advertisersto targeta highly tailored audiencebasedon potentialcustomer's recent web activity.
TOPIC TARGETING– Allows your client's adsto appear on any pageson the GoogleDisplayNetwork that display relevant content to the topic selected. (ex. Sports, Health, Travel, etc.)
AFFINITY AUDIENCES– Similarto interest targeting, but itmatches adsto userswho habitually visitsitesof the sametopic.
KEYWORD TARGETING- Reachpotentialcustomers who have recently conducted searchesfor relevantproductor arealigned with
REMARKETING- Google Display remarketing allowsyou to serveads to previouswebsitevisitors asthey browse theweb, keeping your clients productsand brandtop of mind, even after leavingthe website.



KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

Search Engine Marketing

Google Partner

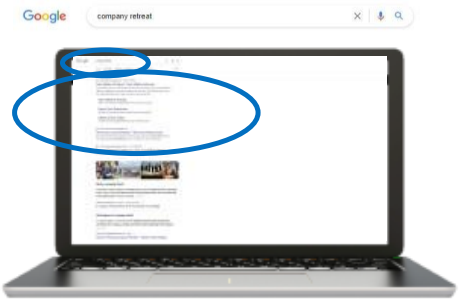
SEM INCREASES YOUR WEBSITE TRAFFIC FROM POTENTIAL CUSTOMERS WHO ARE ACTIVELY SEARCHING FOR YOUR PRODUCTS AND SERVICES

Search Engine Marketing Benefits

- Cost-Per-Click – Only pay when your ads are clicked on
- SEM can generate revenue quickly
- SEM reaches your exact customer group
- Conversion/ Phone Call Tracking & Reporting

Why Scripps SEM?

Our team of SEM analysts have years of experience building and optimizing SEM campaigns, giving you the opportunity for an immediate campaign boost with low costs -per-click and strong website placement on Google.



Company Retreat, Corporate Conference, Corporate Retreat, Corporate Team Building, Team Building Experience, etc.

Approximately 8,400 searches per month In the San Antonio DMA.

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY

Product	Product Details	Impressions Per Month	Price Per Month
Google Ad Words ROCC – Meetings & Events San Antonio Market	Keywords: Corporate Events Out of Town, Corporate Meeting Venues, Corporate Retreats, Corporate Team Building, etc.	100 - 170 Estimated clicks per month	$1,000
Google Display Network ROCC – Meetings & Events Austin Market	Audience: Human Resources, Business Managers & Event Planners Topics: Corporate Events Out of Town, Corporate Meetings, Corporate Retreats, Corporate Team Building, etc.	2,500 – 4,000 Clicks per month	$1,000
Google Ad Words ROCC – Meetings & Events San Antonio Market	Keywords: Corporate Events Out of Town, Corporate Meeting Venues, Corporate Retreats, Corporate Team Building, etc.	100 - 170 Estimated clicks per month	$1,000
Google Display Network ROCC – Meetings & Events Austin Market	Audience: Human Resources, Business Managers & Event Planners Topics: Corporate Events Out of Town, Corporate Meetings, Corporate Retreats, Corporate Team Building, etc.	2,500 – 4,000 Clicks per month	$1,000

MONTHLY NET INVESTMENT: $4,000

JANUARY 2023 – JUNE 2023

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a twoweek cancellation commitmentfor 2023 ** No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and otherosts incurred on your behalf by the station. These costs will be invoiced to you under the same terms noted above. Commercials produced at nocharge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before expiration date noted above or client ever wantsopy to air on competitive media

KRIS COMMUNICATIONS /2023 RECOMMENDATIONS

THE ROCC- ROCKPORT CONFERENCE CENTER
January – May 2023 DIGITAL REPORTING

SHEILA NELLIS // SHEILA.NELLIS@KRISTV.COM// 361.533.2910

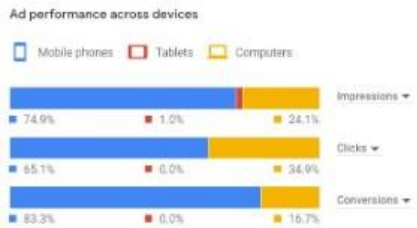
CHIP CROSSLEY //CHARLES.CROSSLEY@KRISTV.COM// 361.44.0412

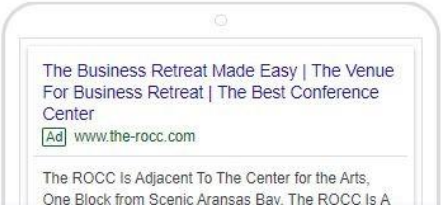
THE ROCC ROCKPORT CONFERENCE CENTER

Google SEM SUMMARY / San Antonio / January–May2023

THE CAMPAIGN GENERATED:

- **24,581** potential customers viewed your SEM ad and **936** clicked through to your website generating **2.60%** Click Thru Rate, well above the 2% National avg.
- **28 click to calls** were tracked from the ad. **22 clicks on the Booking Inquiry button** were tracked on the website.
- **29%** of the search impression in the San Antonio market.
- **83%** of ad have shown up in the top search ad positions on Google. **48% in 1st spot.**
- **Top performing keywords:** Corporate Event Texas, Event Planning & Management, Corporate Retreat…

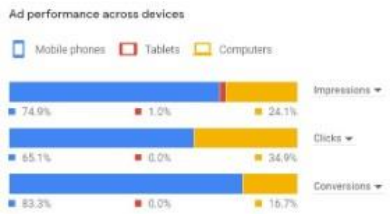


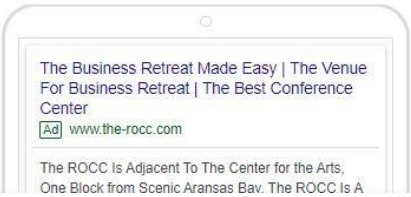


Google SEM SUMMARY / Austin/ April- May 2023

THE CAMPAIGN GENERATED:

- **5,709** potential customers viewed your SEM ad and **245** clicked through to your website generating **2.93%** Click Thru Rate, well above the 2% National avg.
- **8 click to calls** were tracked from the ad. **11 clicks on the Booking Inquiry button** were tracked on the website.
- **22%** of the search impression in the Austin market.
- **87%** of ad have shown up in the top search ad positions on Google. **52% in 1st spot.**
- **Top performing keywords:** Work Team Building, Event Planning & Management, Event Organizer Companies…



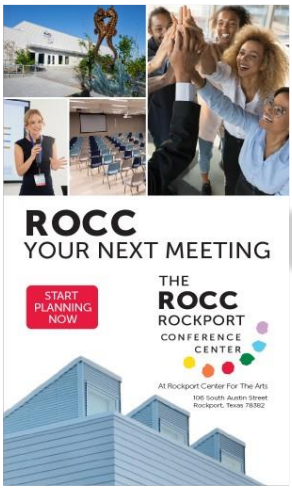


KRIS 6 //202 TRACKING AND REPORTING

Google Display Network Digital Banners / Austin / January- May 2023

FROM THIS CAMPAIGN STRATEGY:

- **7,212,623 digital banner impressions delivered on the Google Display Network.**
- **41,303 visits to your website from the digital banner ads. 0.57% Click Through Rate. 0.05% CTR is average.**
- **172 Clicks on the Booking Inquiry Button.**

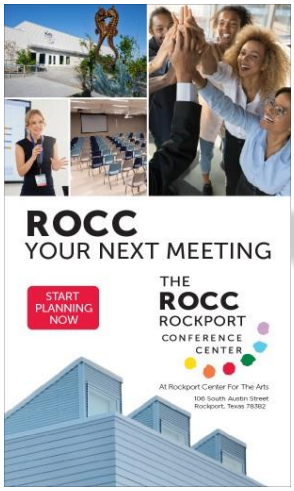


KRIS 6 //202 TRACKING AND REPORTING

Google Display Network Digital Banners San Antonio / April-May 2023

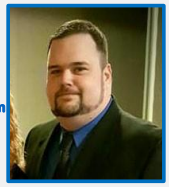
FROM THIS CAMPAIGN STRATEGY:

- **933,599 digital banner impressions delivered on the Google Display Network.**
- **6,139 visits to your website from the digital banner ads. 0.66% Click Through Rate. 0.05% CTR is average.**
- **70 Clicks on the Booking Inquiry Button.**



KRIS COMMUNICATIONS TEAM

Sheila Nellis Saenz
Senior Account Manager
361.533.2910
Sheila.Nellis@kristv.com



Chip Crossley
Senior Digital Strategist
361.446.0412
Chip.Crossley@kristv.com

thank you!

Ramon Pineda
General Manager
361.500.8576
Ramon.Pineda@kristv.com

Kari Bivins
Director of Sales
361.446.3471
Kari.Bivi@kristv.com

KRIS COMMUNICATIONS

Call to Action Video Being Served to Mobile Devices and PCs:

ROCC YOUR NEXT EVENT

f. RCA Tourism and Economic Development Impact

This page was left blank intentionally. Please refer to the report on page 27-28.

PROGRAMMING IMPACT | DECEMBER 2022 - MAY 2023

Youth Education

2,451
Free Family Saturday Participants

32
Young Chefs Graduates from 4 Sessions

310
ArtSpace Summer Camp Students Enrolled

72
Culinary & Ballet Summer Camp Students Enrolled

30 Camp Dates & 3 Unique Offerings

600+
School Field Trip Attendees

Adult Education & Programs

47
Art & Culinary Classes YTD

4
Concerts with 400+ Attendees

Membership

1,028
Active Memberships

Public Art Program

20
Total Sculptural Assets on View to the Public

36
Yearly Exhibitions, 12 YTD

36,000+
Yearly Gallery Visitors

1,440
Visitors for Gallery Talks, Receptions, & Tours YTD

Rockport Center for the Arts

TOURISM & VISITOR IMPACT | DECEMBER 2022 – MAY 2023

Gallery & Art Center Visitation

17,016
Total visitors since December 10, 2022

51.8%
Of ZIP Codes collected are from beyond 75 miles

19,410
Nights in area lodging facilities

RCA Event Visitation

3,842
Total event guests since November 2022

43.2%
Of ZIP Codes collected are beyond 75 miles

1,515
Nights in area lodging facilities

Digital Impact

1,650
Unique online transactions

$145,533 spent through e-commerce platform YTD

43,340
Website visitors

33% increase over FY 2022

119,141
Social media reach
57% increase over FY 2022

Top tourism markets beyond 75 miles

1. Out of State
2. Rural Tourism > 75 miles
3. San Antonio, TX
4. Houston, TX
5. Austin, TX

20,858
Year to date total attendance impact

57,716
Projected annual visitors in 2023

92% increase over FY 2022

g. Meetings at The ROCC

- *From November 10, 2022 to the present the following groups have held meetings at The ROCC:*

Group:	*Org. Based in:*
A. Foundation	*Midland, Odessa*
American Institute of Architects	*Corpus Christi*
Author Diana Garcia Book Signing	*Corpus Christi*
Aransas County ISD Statewide Conference	*Rockport-Fulton*
Aransas County Lion's Club Shopping Tournament	*Rockport*
Aransas County Partnership – Economic Development Council	*Rockport*
Ball on the Bay	*Rockport*
Friends of Scouting South Texas	*Corpus Christi*
International Crane Foundation	*Baraboo, Wisconsin*
PNC Bank	*San Antonio, Laredo*
National Tropical Weather Conference	*San Antonio*
Rockport Center for the Arts Board Retreat and Annual Meeting	*Rockport*
Rockport Fulton Chamber of Commerce HummerBird Celebration	*Rockport*
Texas Historical Society	*Austin*
Texas Women on the Arts	*Austin*
The Rockport Group at Morgan Stanley	*Rockport*
Social Events	*Statewide*

- *RCA is using the space for several tourism activities:*

Rockport Clay Expo
Rockport Film Festival
Silver Meltdown
Spring Art Fair
Performing Arts Series
Culinary Art Series
Young Chefs: Where Food Science Meets the Culinary Arts

h. <u>The ROCC Tourism and Economic Development Impact</u>

This page was left blank intentionally. Please refer to the report on page 31.

TOURISM & VISITOR IMPACT | NOVEMBER 2022 – MAY 2023

The ROCC Booked Events

774

Total event attendees since November 2022

10

Total events since November 2022

49.3%

Of ZIP Codes collected are beyond 75 miles

584

Nights in area lodging facilities

2,542

Projected annual visitors in 2023

22 booked events in FY2023

i. **RCA Marketing Budget**

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

Budget Class	Activity: Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry		Promotion of the Arts
1	*Advertising*		85,000
2	*Exhibitions*		70,000
3	*Rockport Art Festival*		45,000
4	*Rockport Film Festival*		5,000
5	*Sculpture Garden*		15,000
6	*Spring Art Fair*		10,000
7	*Workshops and Classes*		20,000
	Total Request		**250,000**

- **The amount Requested in HOT Category 4, is 18% of actual City of Rockport HOT collections between May 2022 – April 2023.**

j. **The ROCC Marketing Budget**

Category 1 - Convention Centers
Category 3 – Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

Hot Category	Activities		Promotion of Hotel and Convention Industry
1	*Convention Centers*		85,000
3	*Advertising Solicitation and Promotions that Directly Promote Tourism and the Hotel Convention Industry*		85,000
	Total Request		**170,000**

- **The amount requested in HOT Categories 1 and 3, is 13% of actual City of Rockport HOT collections between May 2022 – April 2023.**
- **In 2023, RCA and the City of Rockport entered into an agreement for the co-management of The ROCC.**

Support through Hotel Occupancy Tax Funding allows Rockport Center for the Arts and The ROCC to promote authentic programming that is a boon for tourism and economic development to the City of Rockport.

Thank you for your support.

k. Administrative Expenses

Except for general Advertising, ***Rockport Center for the Arts does not budget for Administrative Expenses paid for with HOT funds*** *from any government entity. For FY2024, $2,000 in general Advertising is projected.*

l. About Rockport Center for the Arts and The ROCC

The new 1.2-acre Rockport Center for the Arts is located a block away from Aransas Bay in the heart of the Rockport Cultural Arts District. Designed by the award-winning team at Richter Architects, the state-of-the-art campus features a two-story, 14,000-square-foot, visual arts and education building with four galleries and five classrooms (204 S. Austin St.); a one-story, 8,000-square-foot conference and event center, known as The ROCC, including a 4,400-square-foot ballroom and culinary arts kitchen (106 S. Austin St.); with a 16,000-square-foot Sculpture Garden serving as a visually inspiring transition space between the two buildings. The hours of operation for the showroom, galleries, and gift shop are Tuesday–Saturday from 10 a.m.–5 p.m., and Sunday from noon–4 p.m. Admission is always free. For general information and to become a member, visit rockportartcenter.com, follow RCA on Facebook, or call (361) 729-5519. For information on event space, or to book an event, contact Paulette Kluge at (361) 960-2090.

##

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 9

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with The Rockport Conference Center for convention center or visitor information center and advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Luis Purón, Executive Director, of the Rockport Center for the Arts presented The Rockport Conference Center's Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement is the same as other City of Rockport Hotel Occupancy Tax Agreements and contains verbiage to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 660____(*has not been assigned yet*). Disbursement of funds will be made in accordance with Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with The Rockport Conference Center for convention center or visitor information center and advertising and tourism promotion in the amount of $170,000.00, or $42,500.00 per quarter, as presented.

CITY OF ROCKPORT
AND
ROCKPORT CENTER FOR THE ARTS
dba
THE ROCKPORT CONFERENCE CENTER

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and the Rockport Center for the Arts dba The Rockport Conference Center, a private non-profit association, hereinafter called "ROCC," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023 and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to ROCC ***ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, ROCC agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that RCA is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 ROCC shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in ROCC with respect to expenditure of the revenue provided.

5.2 ROCC shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by ROCC for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 ROCC shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message, explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or $10,000.00 will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;

b) Estimated amount for the current fiscal year; and
c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percentage of the fiscal year projection.

5.6 ROCC shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the ROCC pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire ROCC for the duration of this Agreement. ROCC agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to ROCC ***ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($42,500.00)*** each. ROCC shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to ROCC within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to ROCC pursuant to this Agreement is contingent upon anticipated receipt of minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to ROCC pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated

and budgeted funds, then in that event the City, upon prior notice to ROCC may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, ROCC shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

ROCC agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of ROCC, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

ROCC shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by RCA in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that RCA is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and ROCC shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass,

Rockport, TX 78382 or to the President of Rockport Conference Center, 204 South Austin Street, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, ROCC shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, ROCC shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ROCKPORT CENTER FOR THE ARTS dba THE ROCKPORT CONFERENCE CENTER

_____
_____, President
(Print Name)

ATTEST:

_____
Teresa Valdez, City Secretary

ATTEST:

_____
Luis Purón, Executive Director

EXHIBIT "A"

CATEGORY **Convention Center or Visitor Information Center** **&** **Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry**	**AMOUNT REQUESTED**	**GRANT AMOUNT**
Convention Centers	$85,000	
Advertising, Solicitation and Promotions that directly promote tourism and the hotel convention industry	$85,000	
TOTAL	$170,000.00	$170,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2022-2023							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

Hotel Occupancy Tax Funding Application

Date: 5/27/22

Organization Information

Name of Organization: Rockport Center for the Arts DBA The ROCC (The Rockport Conference Center)

Address: 106 S Market St

City, State, Zip: Rockport, TX 78382

Contact Name: Luis Puron Contact Phone Number: 361-729-5519

HOT Contract Email: luis@rockportartcenter.com

Web Site Address for Event or Sponsoring Organization: www.rockportartcenter.com, www.the-rocc.com

Type of Organization: _____ Governmental _X_ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1652612 Organization's Creation Date: 5/20/1969

Purpose of Organization: The Rockport Conference Center is a rental venue that focuses on increasing tourism and economic development through meetings, trade shows and other activities. Other activities include support space for RCA interdisciplinary programs.

Event Information

Name of Event or Project: Promotion of the Hotel and Convention Industry

Date of Event or Project: 10/1/2023 - 9/30/2024

Primary Location of Event or 106 S Austin Street

Project: Amount Requested: $ 170,000

How will the funds be used: Promotion of the Hotel and Convention Industry - $170,000

A detailed budget is attached in the Marketing Proposal.

Primary Purpose of Funded Activity/Facility:

Hotel & Convention Industry: Operation, Advertising and Promotion of the Rockport Conference Center

Percentage of Hotel Tax Support of Related Costs

49% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

100% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 100 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $85,000

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: _____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $85,000

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 1 Year

2. Expected Attendance: 2,500-3,500 Prior year's attendance: 774, opened late November

3. How many people attending the Event or Project will use City of Rockport hotels? 1,700-1,800

   Number of nights will they stay: 2,000-2,250

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   For the Rockport Conference Center we are partnering with 9 local hotel properties, creating custom packages for each conference.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
FY 2023	$ 150,000	$ $0	584
FY 2022	$ 118,000	$ $0	n/a
	$	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Please refer to our data collection plan on page 6 and 7 of the Marketing Plan.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   N/A

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Any end of year surplus would be expended at the discretion of the Board of Directors.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Total proposed Advertising Budget $85,000. Please refer to pages 18-25 of the Media Plan and Buy section of the Marketing Proposal.

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
Yes. Nine major local properties are listed in the Rockport Conference Center website.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Promotion of a new facility which opened in November 2022 designed to attract Hotel and Convention Industry activity.

12. What geographic areas does your advertising and promotion reach?
Statewide

13. How many individuals will your proposed marketing reach who are located in another city or county? 7+ Million impressions

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: 2,500-3,500

Percentage of those in attendance that are staying at area hotels/lodging facilities: 49 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Marketing Plan
2023 – 2024

Table of Contents

a. Executive Summary

b. Facilities

c. Marketing Campaign and Creative Partnerships

d. RCA Media Buy

e. The ROCC Media Buy

f. RCA Tourism and Economic Development Impact

g. Meetings at The ROCC

h. The ROCC Tourism and Economic Development Impact

i. RCA Marketing Budget

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

j. The ROCC Marketing Budget

Category 1 - Convention Centers
Category 3 - Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

k. Administrative Expenses

l. About Rockport Center for the Arts and The ROCC

Appendices

Hotel Occupancy Tax Application for Rockport Center for the Arts

Hotel Occupancy Tax Application for The Rockport Conference Center

a. Executive Summary

Our Mission

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

The Rockport Conference Center's mission is to provide a rental venue for business meetings that will draw tourism to Rockport during the mid-week timeframe.

Our Caption

Explore. Discover. Express.

Our Vision

Rockport Center for the Arts (RCA) continues its legacy as one of the top ten coastal art colonies in the United States, expanding during its next fifty years with an iconic, architecturally significant space and innovative cultural programs and initiatives that engage, teach, and inspire students, artists, residents, and visitors while spurring economic development.

Our Organization's History and Existing Programs

Established in 1969 by a group of artists as an Art Guild, Rockport Center for the Arts is host to nationally recognized and well-funded programming, drawing visitors to the Texas coast to engage in visual, culinary, and performing arts, and art education. RCA partners with artists from around the world to engage with the local community through a variety of well-funded and endowed programs:

1. *Arts Education for Youth, Families, Adults and Seniors*
2. *Promotion of the Arts as a Career through Scholarships and Awards for Higher Education*
3. *Visual Arts Exhibition Program*
4. *Artists in Residence Program*
5. *Performing Arts*
6. *Culinary Arts*
7. *Visiting Artists Lecture Series*
8. *Public Art Program*
9. *Major Annual Events that Promote Tourism and Economic Development*

Our Program Performance by the Numbers

*Art Education for Youth, Families and Adults Programs**

Program Name	***History (Years)***	***Served Annually***	***Funding***	***Other***
ArtSpace Summer Art Camp	*25*	*500*	*Fully funded*	*Affiliate: SW School of Art, Texas A&M Corpus Christi*

Free Family Saturdays	*8*	*3,000*	*Fully funded*	*Affiliate: Other Local Attractions*
Art Educator Days	*21*	*60*	*Tuition-funded*	*CEUs provided to 20 ISD in TX*
The Penny Redmon Fund	*8*	*120*	*Fully funded, Endowed*	*Adult Workshops*
Workshops and Classes	*54*	*1,400*	*Tuition funded*	*Multi-disciplinary*
Young Chefs	*New in 2023*	*200*	*Fully funded*	*Culinary program for underserved youth*
Ballet Dance Camp	*New in 2023*	*40*	*Fully funded*	*Affiliate: ACE Afterschool Program*

**All programs contract working artists.*

Visual Arts Program

Program Name	***History (Yr)***	***Served Annually***	***Funding***	***Other***
Art Exhibitions	*54*	*36,000*	*Exhibit sales, sponsorships and grants*	*36 exhibits per year in 4 galleries*

Public Art Program

Program Name	***History (Years)***	***Served Annually***	***Funding***	***Other***
Public Art	*24*	*Thousands*	*Fully funded*	*20 Sculptures in Public Spaces*

Our Signature Events*

Every year RCA energizes local economic development with six signature events designed to bring tourism to the Texas coast:

Event Name	***Time of the Year***	***Tradition***	***Attendance***
Rockport Clay Expo*	*February*	*20 years*	*800*
Spring Art Fair	*March*	*32 years*	*1,300*
Rockport Art Festival	*July*	*55 years*	*10,000*
Silver Meltdown	*October*	*6 years*	*400*
Guy Clark Festival	*November*	*1 year*	*1,000*
Rockport Film Festival***	*November*	*17 years*	*1,300*
Performing Arts Series	*Year-round*	*New in 2023*	*1,600*

**The Art Fair, Art Festival and Film Festival are 3–4-day weekend events with media buy budgets.*
***A partnership with the Aransas County Council on Aging, Meals on Wheel Program.*
****A partnership with the Rotary Club of Rockport.*

Our Greatest Asset

At RCA and the ROCC, we believe that individuals- staff, board member, visiting artist, volunteer, contractor, consultant, local guest, and out-of-town visitors are our greatest asset. People that interact with RCA in a significant way are our most effective brand ambassadors and will have a direct impact on the organization's revenue potential.

Our Annual Budget, Our Endowment
$1.9M *$560,000*

Our Competitive Advantage

Our competitive advantage can be encapsulated with 5 concepts: History, Innovation, Leadership, Resilience, and Thinking-Outside-the-Box.

As a leader in the Arts in the State of Texas, Rockport Center for the Arts has been transforming lives for over 54 years. In 2014, RCA started addressing growth through strategic planning. In 2016, we invested in land to build a new facility and expand programming. In 2017, Hurricane Harvey accelerated plans to build a new facility. In 2018, we launched a major gift campaign that allowed us to break ground in 2021 on an ambitious 1.2-acre campus with 22,000 sf of new space in downtown Rockport. A partnership with the City of Rockport allowed us to obtain a $5M grant from the Economic Development Administration (EDA) in March 2019. In March 2021 the Kline's Cafe Building was relocated to make way for construction. Construction started April 6, 2021 and was completed December 10, 2022. The new $12.6M campus added new programs and revenue centers that will make the added space financially viable. Award winning architects, David and Elizabeth Chu Richter of Richter Architects were the lead designers on the project. Teal Construction Company was the contractor. The brick-and-mortar project had a guaranteed maximum price of $9.2M. GrantWorks helped RCA manage the EDA grant.

Our New Programs, Launched in 2023

Performing Arts
Media Arts
Culinary Arts
Literary Arts

Our New Tourism Target – The Hotel and Convention Industry

Small Conventions
Business and Association Conferences
Sales Meetings
Trade Shows
Expos
Travel Summit

Destination Management
Symposiums

Our Websites

RockportArtCenter.com
The-ROCC.com

Our Conference Center Meeting Promotion and Planning Platforms

Eventective – a lead referral service for conferences, conventions and meeting rooms only.
Cvent – the major lead generator for hotels and corporate businesses for conferences and hotels.
Social Tables – marketing tool for meetings rooms, conventions, and conference centers to show clients in real time venue set-up options, final room diagrams to move forward to the completion of a contract.

Our Local Hotel Partners

Fairfield Inn and Suites, by Marriott
Hampton Inn and Suites
La Quinta Inn and Suites
Holiday Inn Express and Suites
Quality Inn on Aransas Bay
The Inn at Fulton Harbor
Pelican Bay Resorts
Days Inn Rockport
The Lighthouse Inn at Aransas Bay

Our Target Geographic DMA

Target DMAs in order of importance for direct advertising and marketing:

1. *San Antonio*
2. *Houston*
3. *Austin*
4. *The Hill Country*
5. *Dallas, Ft. Worth*
6. *Victoria*
7. *Rio Grande Valley*

Our Data Collection Plan to Determine Accurate Overnight Lodging Activity

Every visitor and guest are asked three questions:

1. *What is your zip code?*
2. *Are you staying in an area lodging facility?*
3. *If so, how many nights?*

The data is tabulated by our statistician to generate reports, maps and data dashboards that can be found in sections f and g of this marketing plan and in quarterly reports to the City Council.

Our Brands

Austin Street Art Walk
ArtSpace
Free Family Saturdays
Guy Clark Festival
Rockport Art Festival
Rockport Film Festival
Silver Meltdown
Spring Art Fair
Spring Film Workshop
Young Chefs

b. Facilities

Building 1: Rockport Center for the Arts
Height: Two-story Building
Size: 14,000-sf
Purpose: Art Education, Visual Arts, Administration
Main Features: 5 classroom spaces including a standalone fully equipped clay studio, 4 galleries, gift shop, elevator, restrooms on both floors, an administration suite, roof top terrace, connectivity through porches, state of the art audiovisual, loading dock

Building 2: The Rockport Conference Center (The ROCC)
Height: One-story Building
Size: 8,000-sf
Purpose: Business Conferences, Trade Shows, Expos, Performing Arts, Media Arts, Culinary Arts, Literary Arts, the Home of the Clay Expo, Film Festival, Silver meltdown, Guy Clark Music Festival
Main Features: a 1,200-sf foyer, a 4,500 ballroom, restrooms, a fully equipped catering and culinary arts kitchen, storage bay, partitions to break ballroom into 4 spaces, state of the art audiovisual, loading dock

Sculpture Garden: Exterior Green Spaces with Sculptural Works from the Art Center's Permanent Collection **Size:** 16,000-sf **Purpose:** Connectivity between the Building 1 and 2, access to 70 parking spaces on Austin and Water St. **Main Features:** Green spaces, water features, exterior performing arts space, extension of the visual arts program through the display of sculptural work by artists of regional, national and international renown, state of the art audio
Onsite Parking: 33 spaces **Austin Street Parking:** 37 spaces **Offsite Parking:** 60 spaces located one-block away from the campus at the intersection of Magnolia and North St.
State of the Art Facilities: Other Campus Features • Dedicated fiber optic cable line for high-speed internet solely dedicated and provided for the campus. • Services from Network Cabling Services of Houston, Texas and Layer One Networks of Corpus Christi for telephone, audio visual, structured cabling, Wi-Fi integration, and campus-wide security monitoring. • Underground electrical utilities. • Resilient concrete and steel construction, elevated above FEMA requirements.

c. Marketing Campaign and Creative Partnerships

A Global Campaign

Up until 2022, Rockport Center for the Arts advertising and publicity campaign was designed around the Art Festival and the Visual Arts Program, the largest direct advertising buys in the calendar year. Art Festival dollars were used to leverage a media buy for the rest of the calendar year.

Starting in 2023, RCA became the first multi-disciplinary arts organization in Coastal Bend. New program avenues and marketing for The ROCC have created additional dollars to market the new programs created since the building opened in December 2022.

Team Approach

Award winning public relations team with results oriented towards tourism:

Brand Positioning:	*Legend Labs*
Design Creatives:	*Snyder + Associates*
Media Market Analysis:	*BucketWorks*
Media Buyer:	*BucketWorks*
Public Relations:	*Winfrey Media Relations & Prokell Publicity, Inc.*
Videographer:	*Enlightened Images, MiSA, Ty Husak Photography*

Spokesperson:	*Kimmi Norvelle Moake*
Media Partners TV:	*KRIS-TV*
Media Partners Radio:	*KEDT 90.3 FM Corpus Christi and the Rio Grande Valley*
	KVRT 90.7 FM Victoria
	KMFA 89.5 Austin
	KSTX 89.1 FM San Antonio and the Hill Country
Media Partners Online:	*Glasstire, Art Houston*
Media Partners Print:	*The Bend Magazine, Art Houston*
Statistician:	*Kathleen Clark*

d. RCA Media Buy

(Budget is presented to the Board October 2023)

*FY2023 Advertising Budget **$113,400***

*FY2024 Advertising Projection: **35%** increase vs. FY2023*

BUCKET WORKS

Rockport Center for the Arts
2023-2024
Media Buy Overview

711 N. Carancahua, Suite 1603
Corpus Christi, TX 78401
Telephone (361) 884-2992
www.bucketworksadvertising.com

DEMOGRAPHICS

AGE

- TV, CABLE, RADIO: 35+
- Social Media: 25-64

DMAs

- Alice
- Austin
- Beeville
- Bishop
- Corpus Christi
- Cuero
- Dripping Springs
- Fredericksburg
- Houston
- Johnson City
- Kingsville
- Kyle
- Luling
- Marble Falls
- Mathis
- New Braunfels
- Nixon
- Odem
- Orange Grove
- Pleasanton
- Port Aransas
- Portland
- Premont
- Refugio
- Rio Grande Valley
- Robstown
- Rockport
- Round Rock
- San Antonio
- San Diego
- San Marcos
- Seguin
- Sinton
- Skidmore
- Victoria
- Wimberley
- Woodsboro

INTERESTS

- Arts & Culture
- Travel
- Supporter of public broadcasting
- News

BUCKET WORKS

MEDIA PLATFORMS PER MARKET

- **Coastal Bend**
  - TV: KIII TV, KRISTV, MeTV, Fox 38, Spectrum (Fox News, TV Land, HGTV, HLN, ID, Animal Planet, OXYG, Fox Business, Nat Geo, CMT, OWN, DIY, GOLF, BBCA, TRU, ESPN2, CCTV, CNBC, TWC, Paramount)
  - Radio: KEDT, 93.9FM
  - Billboard: Lamar
  - Social Media: KRISTV
- **San Antonio Area**
  - TV (Fox 29, NBC 4)
  - Digital Ads: KRISTV
  - Billboard: Sign Ad
  - Social Media: Fox 29, NBC 4
- **Austin Area**
  - Radio: KMFA, Sun Radio
  - Digital Ads: KRISTV
  - Web ads: KMFA
  - Billboard: Vibe
  - Social Media: KMFA
- **Houston Area**
  - Digital Ads: KRISTV
  - Billboard: Media Choice
- **Victoria Area**
  - TV: ABC 25, Fox 19, Spectrum (Fox News, TV Land, HGTV, HLN, ID, Animal Planet, OXYG, Fox Business, Nat Geo, CMT, OWN, DIY, GOLF, BBCA, TRU, ESPN2, CCTV, CNBC, TWC, Paramount)
- **Rio Grande Valley**
  - Radio: KEDT
  - Billboard: Media Choice

BUCKET WORKS

KRISTV PARTNERSHIP

- **Investment**
  - $3,500 Trade for Patron Sponsorship
  - $6,750 Cash

- **KRISTV Deliverables**
  - All production elements for a PSA and placed into rotation into open PSA airtime across our stations KRIS, KZTV, the CW & KDF.
  - A customized campaign to promote the event airing across our stations, digital platforms and social media.
  - A trade schedule of 36 spots to promote the event airing on KZTV in exchange for Patron Sponsorship.
  - A custom landing page on KRISTV.com and KZTV10.com with information and links to your site.
  - Feature Host segments (3) with Clarissa Serna on our Coastal Living Lifestyle Show leading up to the festival at the Rockport Center for the Arts. Dates to be determined.
  - Coastal Living FB Post/Boost 3X (1 for each segment)
  - Coastal Living Facebook LIVE post/boost
  - Our news teams KRIS 6 News, KZTV Action 10 News will be provided all information and contacts regarding the event for set up of any news coverage or interviews.

- **RCA Deliverables**
  - List KRISTV as Patron Sponsor and provide all benefits
  - Provide ticket packs for Coastal Living Segment giveaways

BUCKET WORKS

DIGITAL ADVERTISING STRATEGIES FOR SAN ANTONIO, AUSTIN, AND HOUSTON MARKETS

- **Behavioral Targeting**
  - Art enthusiasts
  - Travel enthusiasts
  - Retirees

- **Brand Targeting (targeting specific brand/retail within a specific time frame)**
  - RV retailers
  - Boat and marine retailers
  - Home decorating and improvement retailers
  - Luxury retailers (BMW, Neiman Marcus, etc.)

- **Proximity Targeting**
  - Museums (Art, History, and Interactive)
    - Art Museum of Corpus Christi
    - K Space
    - San Antonio Museum of Art
    - McNay Art Museum (San Antonio)
    - Briscoe Western Art Museum (San Antonio)
    - Hopscotch (San Antonio)
    - Blanton Museum of Art (Austin)
    - Bob Bullock Texas State History Museum (Austin)
    - The Contemporary Austin (Jones Center & Laguna Gloria)
    - Mexic-Arte Museum (Austin)
    - Museum of Fine Arts, Houston
    - The Menil Collection (Houston)
    - Color Factory (Houston)
    - Contemporary Arts Museum Houston
    - Seismique (Houston)
  - Events
    - Cuero Art Month on Main Street (June)
    - Round Rock PopUp Art Show (June 24)
    - Memorial Day River Walk Artisan Show (May 26-29)
    - ArtRageous by Art Museum of South Texas (June 8)
    - ArtWalk and Mural Fest by Downtown Corpus Christi (June 2-3)

BUCKET WORKS

TOTAL MEDIA BUY: $41,531.53 GROSS | $36,588.92 NET

MEDIA (GROSS)

- TV: $18,264.70 (includes $3,500 in trade)
- Radio: $10,200
- Digital: $5,387.50
- Outdoor: $6,185.75

Includes commission on commissionable media.

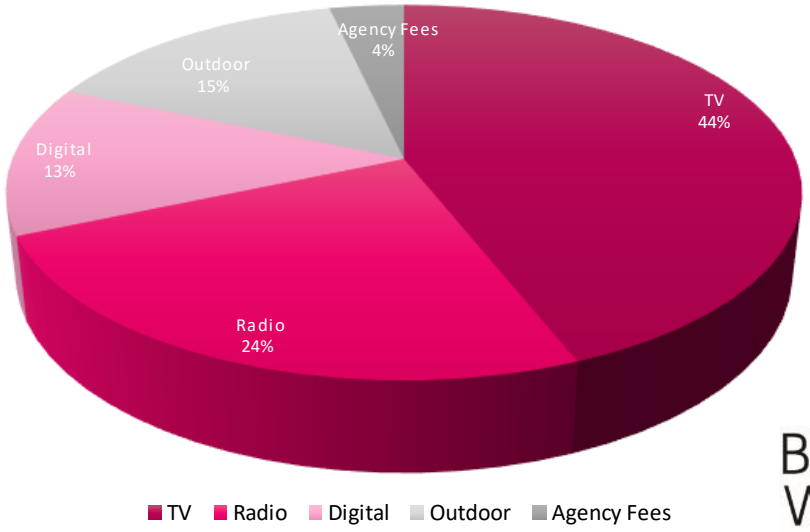
AGENCY FEES

- 10% Commission: $1,118.58 (earned on non -commissionable media)
- Service Fee: $375

Includes hours spent on coordination and scripting for Coastal Living segments.

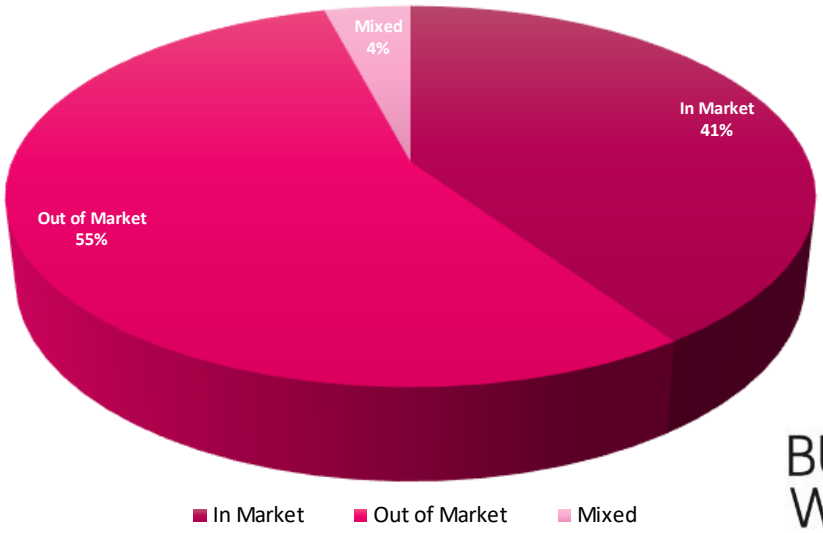
BUCKET WORKS

MEDIA OUTLET ALLOCATION



Includes trade.

DOLLARS PLACED IN AND OUT OF MARKET



Does not include trade. Only cash spent is represented.

KRIS COMMUNICATIONS// 2023 RECOMMENDATIONS

ROCKPORT CENTER FOR THE ARTS

"Rockport: where new ideas emerge at the crossroads of culture, cuisine, and commerce."

KRIS COMMUNICATIONS

SENIOR ACCOUNT STRATEGIST // SHEILA.NELLIS@KRISTV.COM// 361.533.2910
SENIOR DIGITAL STRATEGIST // CHIP.CROSSLEY@KRISTV.COM// 361.446.0412

ROCKPORT CENTER FOR THE ARTS

SUMMARY / BUSINESS OBJECTIVES AND OPPORTUNITY

FOCUS

- Promote Rockport Center for the Arts to regional areas in Texas with information on the new Art Center, raising awareness for the new facility to those interested in the Arts and programs available at the center, increasing visitors to the center and Rockport.
- Emphasis on the beauty, unique location and amenities of the Rockport Center for the Arts, it's history and many cultural offerings as the focal point for art related activities in the community.
- Utilize Google Display Network and Google AdWords to reach a large number of people, specific to audiences who are interested in art museums, architecture, music and theatre, educational opportunities in art, culinary, art lectures, etc.

TARGET AREAS

- San Antonio, Houston, and Austin ages 18+, with defined audience targets specific to those interested in the Arts.
- Targeting, keywords, and messaging will be specific to audience goals with the ability to adjust as the season or as the strategy of the campaign requires.

ONE SOURCE - MULTIPLE PLATFORMS

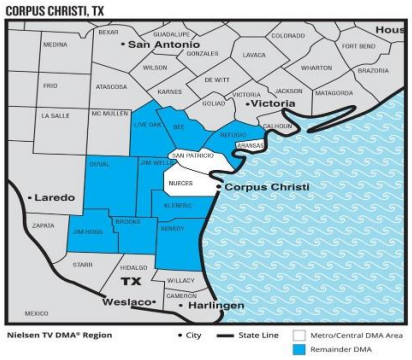
KRIS 6 News reaches more affluent homes.
KRIS 6 News
•*Sunday Night NFL Football*
•*Today Show* • *The Voice*
• *Law & Order* • *Chicago Med*

KZTV – CBS #1 station for daytime and primetime viewers!
•*NCIS* • *60 Minutes*
Local advocacy station. Kitchen Cops, Troubleshooters
Top Sports coverage with March Madness, SEC Football, The Masters coverage, & Houston Texans football

CW – Nation's #1 network for People aged 35-49.
The Hottest network with shows like:
•*Riverdale* • *The Flash* •*Walker* •6News at 9P

KDF – Your OFFICIAL Court Show Station!
Official station of the
•*Court Shows*
•*Situation Comedies*
•*Classic Programming*

KAJA – Spanish language programming
Novelas, News & Sports including Wrestling, Soccer & Boxing on Telemundo.
•*Al Rojo Vivo* • *Soccer*
•*The only local Spanish newscast in Corpus Christi*



KRIS Communications is committed to Local News, Weather, Sports & Community Involvement.

KRIS Communications offers ***FIVE*** powerful and unique television stations to a diverse audience to include all income levels, demos, and viewing habits and ***Three*** highly visited websites.

GDN – GOOGLE DISPLAY NETWORK/

GOOGLE DISPLAY NETWORK IS ALL ABOUT THE CLICK TO DRIVE CONVERSIONS

- Reach a Massive Scale
- Low Cost per Click (CPC) Model
- Target based on Consumer Behavior
- Increase Awareness
- Transparent Reporting
- Influence Consideration & Drive Conversions

HIGHLIGHTS:
- Over 2 million websites, apps, blogs and videos
- Reach 90% of internet users

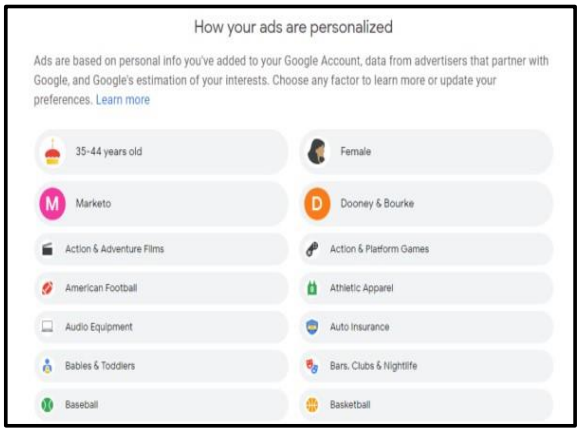
Creative changes on ads based on campaign focus and is *included* **in monthly cost.**

Brand Safe Websites such as NBC, ESPN, HGTV, Food Network, etc.

GDN – GOOGLE DISPLAY NETWORK /

GOOGLE DISPLAY NETWORK – Targeting Options

TARGETING	
	GEOGRAPHY – Target by state, DMA, city, county, zip code or radius. (Geofencing cannot be done via GDN)
	DEMO – Target by age, gender, parental status, or household income.
	IN-MARKET AUDIENCES – In-market audience targeting shows an ad to potential customers whose search and internet browsing behavior indicates that they may be "in-market" for a certain product or service.
	CUSTOM INTENT AUDIENCE – Allows advertisers to target a highly tailored audience based on potential customer's recent web activity.
	TOPIC TARGETING – Allows your client's ads to appear on any pages on the Google Display Network that display relevant content to the topic selected. (ex. Sports, Health, Travel, etc.)
	AFFINITY AUDIENCES – Similar to interest targeting, but it matches ads to users who habitually visit sites of the same topic.
	KEYWORD TARGETING – Reach potential customers who have recently conducted searches for relevant product or are aligned with the
	REMARKETING – Google Display remarketing allows you to serve ads to previous website visitors as they browse the web, keeping your clients' products and brand top of mind, even after leaving the website.



DIGITAL CAMPAIGN SUMMARY / PLAN 1 – FOR 2 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,…* Geo Targeting **San Antonio Market**	200 – 600 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,…* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $2,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a 4 week cancellation commitment for 2023 No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY / PLAN 2 - FOR 3 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **San Antonio Market**	200 – 600 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Austin Market**	200 - 680 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $3,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a no cancellation commitment for 2023. No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY / PLAN 3 - FOR 3 MARKETS

Product	Product Details	Impressions Per Month	Price Per Month
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **San Antonio Market**	400 – 1,200 Estimated clicks per month	$2,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Houston Market**	200 - 700 Estimated clicks per month	$1,000
Google Display Network Rockport Center for the Arts	Audience: Arts & Entertainment Contextual & Category: Arts & Entertainment Keywords: *Art Museum, Architecture, Music & Arts, Art Gallery, Sculpture, Art,...* Geo Targeting **Austin Market**	200 - 680 Estimated clicks per month	$1,000

MONTHLY NET INVESTMENT: $4,000 / mo

OCTOBER 2023– SEPTEMBER 2024

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a no cancellation commitment for 2023. No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and other costs incurred on your behalf by the station. These costs will be billed to you under the same terms noted above. Commercials produced at no charge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before the date noted above or client ever wants a copy to air on competitive media

e. **<u>The ROCC Media Buy</u>**
<u>(Budget is presented to the Board October 2023)</u>
FY2023 Advertising Budget ***$50,000***
FY2024 Advertising Projection: ***70% increase*** *vs. FY2023*

TSAE Advertising Investment **$10,000 per annum**
Digital and Print Campaign
Campaign Launched March 2023

Call to Action Ad Being Served to Mobile Devices:

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

THE ROCC- ROCKPORT CONFERENCE CENTER

"Rockport: where new ideas emerge at the crossroads of culture, cuisine, and commerce"

SHEILA NELLIS // SHEILA.NELLIS@KRISTV.COM // 361.533.2910

CHIP CROSSLEY // CHARLES.CROSSLEY@KRISTV.COM // 361.44.0412

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

GDN – GOOGLE DISPLAY NETWORK

GOOGLE DISPLAY NETWORK IS ALL ABOUT THE CLICK TO DRIVE CONVERSIONS

- Reach a Massive Scale
- Low Cost per Click (CPC) Model
- Target based on Consumer Behavior
- Increase Awareness
- Transparent Reporting
- Influence Consideration & Drive Conversions

HIGHLIGHTS:
- Over 2 million websites, apps, blogs and videos
- Reach 90% of internet users

Brand Safe Websites such as NBC, ESPN, HGTV, Food Network, etc.

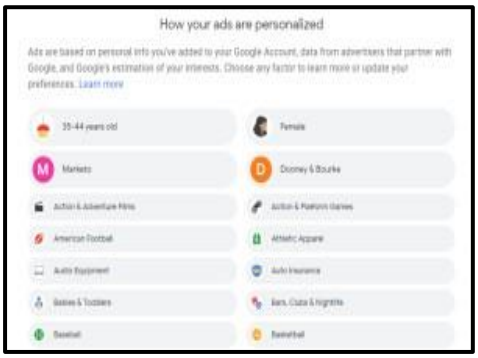
KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

GDN – GOOGLE DISPLAY NETWORK

Google Partner

GOOGLE DISPLAY NETWORK – Targeting Options

TARGETING
GEOGRAPHY– Target by state, DMA, city, county, zip code or radius. (Geofencing cannot be done via GDN)
DEMO– Target by agegender,parental status, or household income.
IN-MARKET AUDIENCES– In-marketaudience targeting shows an ad to potentialcustomers whosesearchand internetbrowsingbehavior indicates thatthey maybe "in-market"for a certain productor service.
CUSTOM INTENT AUDIENCE- Allows advertisersto targeta highly tailored audiencebasedon potentialcustomer's recent web activity.
TOPIC TARGETING– Allows your client's adsto appear on any pageson the GoogleDisplayNetwork that display relevant content to the topic selected. (ex. Sports, Health, Travel, etc.)
AFFINITY AUDIENCES– Similarto interest targeting, but itmatches adsto userswho habitually visitsitesof the sametopic.
KEYWORD TARGETING- Reachpotentialcustomers who have recently conducted searchesfor relevantproductor arealigned with
REMARKETING- Google Display remarketing allowsyou to serveads to previouswebsitevisitors asthey browse theweb, keeping your clients productsand brandtop of mind, even after leavingthe website.



KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

Search Engine Marketing

Google Partner

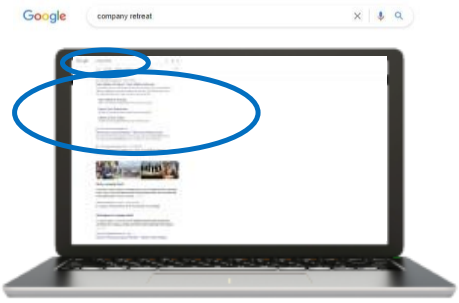
SEM INCREASES YOUR WEBSITE TRAFFIC FROM POTENTIAL CUSTOMERS WHO ARE ACTIVELY SEARCHING FOR YOUR PRODUCTS AND SERVICES

Search Engine Marketing Benefits

- Cost-Per-Click – Only pay when your ads are clicked on
- SEM can generate revenue quickly
- SEM reaches your exact customer group
- Conversion/ Phone Call Tracking & Reporting

Why Scripps SEM?

Our team of SEM analysts have years of experience building and optimizing SEM campaigns, giving you the opportunity for an immediate campaign boost with low costs -per-click and strong website placement on Google.



Company Retreat, Corporate Conference, Corporate Retreat, Corporate Team Building, Team Building Experience, etc.

Approximately 8,400 searches per month In the San Antonio DMA.

KRIS COMMUNICATIONS // 2023 RECOMMENDATIONS

DIGITAL CAMPAIGN SUMMARY

Product	Product Details	Impressions Per Month	Price Per Month
Google Ad Words ROCC – Meetings & Events San Antonio Market	Keywords: Corporate Events Out of Town, Corporate Meeting Venues, Corporate Retreats, Corporate Team Building, etc.	100 - 170 Estimated clicks per month	$1,000
Google Display Network ROCC – Meetings & Events Austin Market	Audience: Human Resources, Business Managers & Event Planners Topics: Corporate Events Out of Town, Corporate Meetings, Corporate Retreats, Corporate Team Building, etc.	2,500 – 4,000 Clicks per month	$1,000
Google Ad Words ROCC – Meetings & Events San Antonio Market	Keywords: Corporate Events Out of Town, Corporate Meeting Venues, Corporate Retreats, Corporate Team Building, etc.	100 - 170 Estimated clicks per month	$1,000
Google Display Network ROCC – Meetings & Events Austin Market	Audience: Human Resources, Business Managers & Event Planners Topics: Corporate Events Out of Town, Corporate Meetings, Corporate Retreats, Corporate Team Building, etc.	2,500 – 4,000 Clicks per month	$1,000

MONTHLY NET INVESTMENT: $4,000

JANUARY 2023 – JUNE 2023

Signature _____ Date _____

We agree to a partnership with KRIS Communications I understand this is a twoweek cancellation commitmentfor 2023 ** No charge production included in this contract does not include hard costs associated with outsourced voiceovers, specialty requested graphics or footage and otherosts incurred on your behalf by the station. These costs will be invoiced to you under the same terms noted above. Commercials produced at nocharge remain the property of KRIS. Advertiser will be assessed the value of production costs if this contract is cancelled before expiration date noted above or client ever wantsopy to air on competitive media

KRIS COMMUNICATIONS /2023 RECOMMENDATIONS

THE ROCC- ROCKPORT CONFERENCE CENTER
January – May 2023 DIGITAL REPORTING

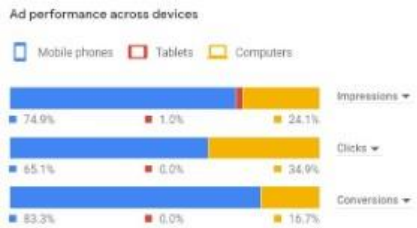
SHEILA NELLIS // SHEILA.NELLIS@KRISTV.COM// 361.533.2910

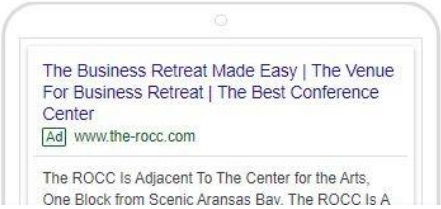
CHIP CROSSLEY //CHARLES.CROSSLEY@KRISTV.COM// 361.44.0412

Google SEM SUMMARY / San Antonio / January–May2023

THE CAMPAIGN GENERATED:

- **24,581** potential customers viewed your SEM ad and **936** clicked through to your website generating **2.60%** Click Thru Rate, well above the 2% National avg.
- **28 click to calls** were tracked from the ad. **22 clicks on the Booking Inquiry button** were tracked on the website.
- **29%** of the search impression in the San Antonio market.
- **83%** of ad have shown up in the top search ad positions on Google. **48% in 1st spot.**
- **Top performing keywords:** Corporate Event Texas, Event Planning & Management, Corporate Retreat…

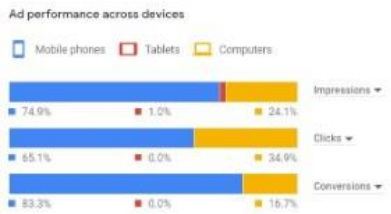


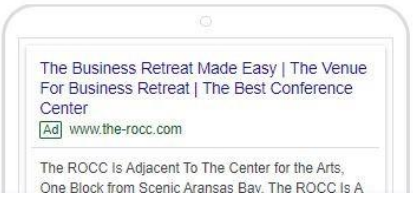


Google SEM SUMMARY / Austin/ April- May 2023

THE CAMPAIGN GENERATED:

- **5,709** potential customers viewed your SEM ad and **245** clicked through to your website generating **2.93%** Click Thru Rate, well above the 2% National avg.
- **8 click to calls** were tracked from the ad. **11 clicks on the Booking Inquiry button** were tracked on the website.
- **22%** of the search impression in the Austin market.
- **87%** of ad have shown up in the top search ad positions on Google. **52% in 1st spot.**
- **Top performing keywords:** Work Team Building, Event Planning & Management, Event Organizer Companies…



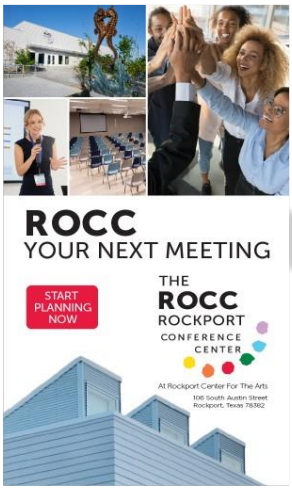


KRIS 6 //202 TRACKING AND REPORTING

Google Display Network Digital Banners / Austin / January- May 2023

FROM THIS CAMPAIGN STRATEGY:

- **7,212,623 digital banner impressions delivered on the Google Display Network.**
- **41,303 visits to your website from the digital banner ads. 0.57% Click Through Rate. 0.05% CTR is average.**
- **172 Clicks on the Booking Inquiry Button.**

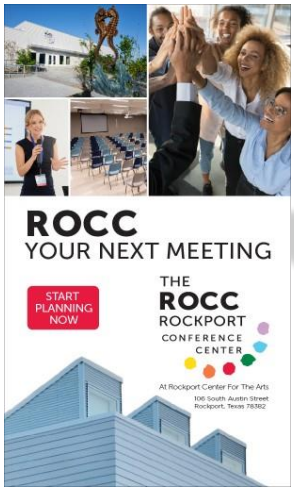


KRIS 6 //202 TRACKING AND REPORTING

Google Display Network Digital Banners San Antonio / April-May 2023

FROM THIS CAMPAIGN STRATEGY:

- **933,599 digital banner impressions delivered on the Google Display Network.**
- **6,139 visits to your website from the digital banner ads. 0.66% Click Through Rate. 0.05% CTR is average.**
- **70 Clicks on the Booking Inquiry Button.**



Call to Action Video Being Served to Mobile Devices and PCs:

ROCC YOUR NEXT EVENT

f. RCA Tourism and Economic Development Impact

This page was left blank intentionally. Please refer to the report on page 27-28.

PROGRAMMING IMPACT | DECEMBER 2022 - MAY 2023

Youth Education

2,451
Free Family Saturday Participants

32
Young Chefs Graduates from 4 Sessions

310
ArtSpace Summer Camp Students Enrolled

72
Culinary & Ballet Summer Camp Students Enrolled

30 Camp Dates & 3 Unique Offerings

600+
School Field Trip Attendees

Adult Education & Programs

47
Art & Culinary Classes YTD

4
Concerts with 400+ Attendees

Membership

1,028
Active Memberships

Public Art Program

20
Total Sculptural Assets on View to the Public

36
Yearly Exhibitions, 12 YTD

36,000+
Yearly Gallery Visitors

1,440
Visitors for Gallery Talks, Receptions, & Tours YTD

Rockport Center for the Arts

TOURISM & VISITOR IMPACT | DECEMBER 2022 – MAY 2023

Gallery & Art Center Visitation

17,016

Total visitors since December 10, 2022

51.8%

Of ZIP Codes collected are from beyond 75 miles

19,410

Nights in area lodging facilities

RCA Event Visitation

3,842

Total event guests since November 2022

43.2%

Of ZIP Codes collected are beyond 75 miles

1,515

Nights in area lodging facilities

Digital Impact

1,650

Unique online transactions

$145,533 spent through e-commerce platform YTD

43,340

Website visitors

33% increase over FY 2022

119,141

Social media reach

57% increase over FY 2022

Top tourism markets beyond 75 miles

1. Out of State
2. Rural Tourism > 75 miles
3. San Antonio, TX
4. Houston, TX
5. Austin, TX

20,858

Year to date total attendance impact

57,716

Projected annual visitors in 2023

92% increase over FY 2022

g. Meetings at The ROCC

- *From November 10, 2022 to the present the following groups have held meetings at The ROCC:*

Group:	*Org. Based in:*
A. Foundation	*Midland, Odessa*
American Institute of Architects	*Corpus Christi*
Author Diana Garcia Book Signing	*Corpus Christi*
Aransas County ISD Statewide Conference	*Rockport-Fulton*
Aransas County Lion's Club Shopping Tournament	*Rockport*
Aransas County Partnership – Economic Development Council	*Rockport*
Ball on the Bay	*Rockport*
Friends of Scouting South Texas	*Corpus Christi*
International Crane Foundation	*Baraboo, Wisconsin*
PNC Bank	*San Antonio, Laredo*
National Tropical Weather Conference	*San Antonio*
Rockport Center for the Arts Board Retreat and Annual Meeting	*Rockport*
Rockport Fulton Chamber of Commerce HummerBird Celebration	*Rockport*
Texas Historical Society	*Austin*
Texas Women on the Arts	*Austin*
The Rockport Group at Morgan Stanley	*Rockport*
Social Events	*Statewide*

- *RCA is using the space for several tourism activities:*

Rockport Clay Expo
Rockport Film Festival
Silver Meltdown
Spring Art Fair
Performing Arts Series
Culinary Art Series
Young Chefs: Where Food Science Meets the Culinary Arts

h. The ROCC Tourism and Economic Development Impact

This page was left blank intentionally. Please refer to the report on page 31.

TOURISM & VISITOR IMPACT | NOVEMBER 2022 – MAY 2023

The ROCC Booked Events

774

Total event attendees since November 2022

10

Total events since November 2022

49.3%

Of ZIP Codes collected are beyond 75 miles

584

Nights in area lodging facilities

2,542

Projected annual visitors in 2023

22 booked events in FY2023

i. **RCA Marketing Budget**

Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry

Budget Class	Activity: Category 4 - Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry		Promotion of the Arts
1	*Advertising*		85,000
2	*Exhibitions*		70,000
3	*Rockport Art Festival*		45,000
4	*Rockport Film Festival*		5,000
5	*Sculpture Garden*		15,000
6	*Spring Art Fair*		10,000
7	*Workshops and Classes*		20,000
	Total Request		**250,000**

- **The amount Requested in HOT Category 4, is 18% of actual City of Rockport HOT collections between May 2022 – April 2023.**

j. **The ROCC Marketing Budget**

Category 1 - Convention Centers
Category 3 – Advertising and Promotions that Directly Promote Tourism and the Hotel Convention Industry

Hot Category	Activities		Promotion of Hotel and Convention Industry
1	*Convention Centers*		85,000
3	*Advertising Solicitation and Promotions that Directly Promote Tourism and the Hotel Convention Industry*		85,000
	Total Request		**170,000**

- **The amount requested in HOT Categories 1 and 3, is 13% of actual City of Rockport HOT collections between May 2022 – April 2023.**
- **In 2023, RCA and the City of Rockport entered into an agreement for the co-management of The ROCC.**

Support through Hotel Occupancy Tax Funding allows Rockport Center for the Arts and The ROCC to promote authentic programming that is a boon for tourism and economic development to the City of Rockport.

Thank you for your support.

k. Administrative Expenses

Except for general Advertising, ***Rockport Center for the Arts does not budget for Administrative Expenses paid for with HOT funds*** *from any government entity. For FY2024, $2,000 in general Advertising is projected.*

l. About Rockport Center for the Arts and The ROCC

The new 1.2-acre Rockport Center for the Arts is located a block away from Aransas Bay in the heart of the Rockport Cultural Arts District. Designed by the award-winning team at Richter Architects, the state-of-the-art campus features a two-story, 14,000-square-foot, visual arts and education building with four galleries and five classrooms (204 S. Austin St.); a one-story, 8,000-square-foot conference and event center, known as The ROCC, including a 4,400-square-foot ballroom and culinary arts kitchen (106 S. Austin St.); with a 16,000-square-foot Sculpture Garden serving as a visually inspiring transition space between the two buildings. The hours of operation for the showroom, galleries, and gift shop are Tuesday–Saturday from 10 a.m.–5 p.m., and Sunday from noon–4 p.m. Admission is always free. For general information and to become a member, visit rockportartcenter.com, follow RCA on Facebook, or call (361) 729-5519. For information on event space, or to book an event, contact Paulette Kluge at (361) 960-2090.

##

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 10

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Cultural Arts District for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Jennifer Day, Executive Director of Rockport Cultural Arts District, presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602040. Disbursement of funds will be made in accordance with Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Center for the Arts for advertising and tourism promotion in the amount of $129,900 or $32,475.00 per quarter, as presented.

CITY OF ROCKPORT
AND
ROCKPORT CULTURAL ARTS DISTRICT

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and the Rockport Cultural Arts District, a private non-profit association, hereinafter called "RCAD," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to RCAD ***ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS ($129,9.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, RCAD agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that RCAD is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 RCAD shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is

understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in RCAD with respect to expenditure of the revenue provided.

5.2 RCAD shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by RCAD for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 RCAD shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message, explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or $10,000.00 will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end of

each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 RCAD shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the RCAD pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire RCAD for the duration of this Agreement. RCAD agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to RCAD ***ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS ($129,900.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***THIRTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS ($32,475.00)*** each. RCAD shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to RCAD within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to RCAD pursuant to this Agreement is contingent upon anticipated receipt of minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to RCAD pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to RCAD may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, RCAD shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

RCAD agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of RCAD, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

RCAD shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by RCA in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that RCAD is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and RCAD shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Jennifer Day, Executive Director of Rockport Cultural Arts District, 902 Cornwall Street, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, RCAD shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, RCAD shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT	**ROCKPORT CULTURAL ARTS DISTRICT**
_____	_____
Tim Jayroe, Mayor	_____, Chair (Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	Jennifer Day, Executive Director

EXHIBIT "A"

CATEGORY **Promotion of the arts that directly enhance tourism and the hotel and convention industry** **and** **Historical Restoration and Preservation activities that directly promote tourism and the hotel and convention industry**	AMOUNT REQUESTED	GRANT AMOUNT
Promotion of the Arts	$47,400	
Historical Restoration and Preservation Activities	$34,500	
Administration/Staffing	$48,000	
TOTAL	$129,900	$129,900

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

Hotel Occupancy Tax Funding Application

Date: 5/29/23

Organization Information

Name of Organization: Rockport Cultural Arts District (RCAD)

Address: 902 E. Cornwall Street

City, State, Zip: Rockport, TX 78382

Contact Name: Jennifer Day Contact Phone Number: 214-395-7156

HOT Contract Email: jdayrose@gmail.com

Web Site Address for Event or Sponsoring Organization: www.rockportculturalartsdistrict.com

Type of Organization: _____Governmental XX___ Non-Profit _____Private/ For-Profit

Tax ID #: 32062715191 Organization's Creation Date: 1/27/17

Purpose of Organization: RCAD is an arts and humanities organization that sponsors historic restoration, museum creation, public art, including sculptures and murals, musical and transportation history events, literary publications about Texas History, and artist presentations, while focusing on economic development marketing and partnering with many facets of tourism. RCAD is designated by the State of Texas Commission on the Arts (TCA) as one of 52 Cultural Arts Districts, (CAD), has official Resolutions of Support from the City of Rockport, Aransas County, and the Aransas County Navigation District. RCAD provides the sole gateway for qualified art venues and governmental entities in the District to access State CAD Funding.

Event Information

Name of Event or Project: Promotion of the Arts through Events and Activities, Historic Restoration and Preservation Activities, and Advertising and Promotion

Date of Event or Project: Multiple Tourism Events, Depot Restoration and Heritage Events and Programs-Model T Events, Tours, Numerous Engaging Musical and Performance Events, Placement and Reveal of "Cultural Interface" Bronze Sculptures by renowned local artist Steve Russell, Festive District Promotion of Visual Arts through Murals, Bold Signage, and Colorful Flags, and many District Merchant Events such as Second Saturdays, featuring live music, artists, a novelty passenger train, food trucks, museums, Art Walk, Farmer's Market, and Makers Market

Primary Location of Event or Project: Within the 44 blocks of the District, which includes Little Bay, Festival Grounds, Beach Park, Rockport Railroad Depot, Austin, Magnolia, Live Oak and Market Streets

Amount Requested: $ 129,900

How will the funds be used: Supporting RCAD events, projects, and programs, which provide positive residual benefits to the area economy, entities and non-profits.

Primary Purpose of Funded Activity/Facility:

To draw tourists to Rockport from outside 75 miles by offering one of a kind experiences and promoting the Districts existing unique amenities. The Rockport Railroad Depot provides that unique experience alone, but additionally with the alluring Depot Passenger Train, and in partnership with the Ford Model "T's" Annual T Party, Vintage Market Days, District Historic and Art Tours, Music Events at the Depot, and the unique Passport to the Past program, in partnership with The Fulton Mansion, The Texas Maritime Museum, and the History Center for Aransas County, where tourists are enticed to visit all venues to receive a prize at the end of their Passport journey. To support the RCAD sponsored "Cultural Interface" bronze multi-cultural sculptures, the only public art of its kind, showcasing Rockport's own renowned artist Steve Russell, and his very unique artistic license. To continue offering monthly Second Saturday events, unique public art, including sculptures and murals, musical, literary and heritage events, and artists presentations.

Percentage of Hotel Tax Support of Related Costs

10 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

29 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

39 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 85 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

◂◂ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 47,400

XX **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 34,500

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $_____

What tourist attractions will be the subject of the signs?

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project:Past Events 6+ years; Main Events 2023-2024 = "Cultural Interface" Sculptures; Murals; Model T Event; Railroad Depot Exhibits/Vintage Market Days; Second Saturdays

2. Expected Attendance: ___15,000+____ Prior year's attendance: _10,000+_____

3. How many people attending the Event or Project will use City of Rockport hotels? __1000+_____
   Number of nights will they stay: _2+_____

   Do you serve a room block for this event at an area hotel and if so, for how many rooms at which hotels:
   Cultural Interface Sculptures – expect many tourist worldwide, no rooms blocked
   Annual Statewide Model T Event – 100 Rooms Blocked at Hampton, Fairfield, and LaQuinta Hotels for Model T participants, expect additional hotel rooms booked for visitors who attend the events
   Depot Exhibits/Vintage Market Days/Second Saturdays – expect many tourists, no rooms blocked

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from the and number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
8/24/19 Harvey Encore Fest	$ -0-	$ 3,500	Unknown-over 2K attending
4/27-28/19 Kite Festival	$ 3,300	$ -0-	Unknown-over1.3K attending
3/27/21 San Antonio Model T Event / Stroll thru Rockport	$ 2,600	$ -0-	34

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Zip Code Collection-Polling and Through Merchandise Sales, From Attendees, Hotel Room Blocks

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Texas Commission on the Arts, Aransas County, Texas Historical Foundation, Ed Rachel Foundation, Margaret Sue Rust Foundation, Summerlee Foundation, HEB, Prosperity Bank, Salemi's Ace Hardware, Nystrom Foundation, Castaways, South Rockport Neighbors, Coastal Bend Community Foundation

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
   RCAD Events have been FREE to the public the past 6+ years, with the exception of the "Cultural Interface" ("CI") Fundraising Event July 2021, however, the "CI" project sculptures will be FREE for all to enjoy and will attract millions worldwide; and the RCAD Passenger Train Charges a nominal fee to ride, which goes toward (does not pay for) payments on train, insurance, and maintenance.

1. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 300
   Radio: $ 300
   TV: $ 0
   Other Paid Advertising: $ 5,100

   Number of Press Releases to Media Various and Continuous
   Number Direct Mailings to out-of-town recipients 200+

   Other Promotions – Generation of a professional level commercial of Rockport-Fulton amenities

2. Will you include a link to local hotels on your website for booking during this event?
   Yes

3. Will you negotiate a special rate or hotel/event package to attract overnight stays?
   Yes

4. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
   RCAD is generating a professional level commercial of Rockport-Fulton amenities and plans to run this commercial on Social Media, and through various targeted and specialized groups (heritage tourists, railroad enthusiasts, museum enthusiasts, art groups of various mediums, etc.). RCAD plans to utilize the benefits of Social Media with a focus on strong visual presentation to draw attention and results; RCAD also plans to run this commercial in local hotels on a specific Rockport Channel to direct tourists to various amenities.

5. What geographic areas does your advertising and promotion reach?

   All – International, National, State, Regional, Local

6. How many individuals will your proposed marketing reach who are located in another city or county? Thousands/Millions

7. If the funding requested is related to a permanent facility (e.g., museum, visitor

   center): Expected Attendance Monthly/Annually: 100+ / 1200+

   Percentage of those in attendance that are staying at area hotels/lodging facilities: 50 %

Please Submit to:

City of Rockport
City Secretary
tvaldez@cityofrockport.com

Rockport Cultural Arts District City of Rockport HOT Estimated Projected Budget 2023-2024

Promotion of the Arts			
Public Art			
	"Cultural Interface" Scupltures by Steve Russell		$12,800
	Final Site Installation / Completion Fall 2023		
	Murals - 2 large murals		$16,000
	4 the Birds North Wall; RLT		
Art Events			
	Second Saturday - 12 Monthly Themed Events		$9,000
Arts Promotion Marketing			
	Videography / Commercials		$6,400
	S.Media$2,800;Direct Mail$400		$3,200
	Sub Total		**$47,400**
Historical Restoration & Preservation Project/Activities			
	Railroad Depot Museum / Passenger Train		
	Depot Restoration/Preservation		$15,000
	Operating Expense-Utiliies/Insurance/Maint.		$11,000
	Marketing		$2,500
	S.Media$1,500;Radio$300;Newspaper$300;Direct Mail$400		
	Heritage Projects and Educational Programs		$6,000
	Ford Model T Event - October 17-21		
	Vintage Market Days		
	Cultural District Historic/ Public Art Tours		
	Passenger Train Rides		
	Music Events/Nights at the Depot		
	Sub Total		**$34,500**
Administration/Staffing			**$48,000**
	Executive Director		
	Staff - Supports Extended Museum Hours/CAD Activities		
		TOTAL	**$129,900**

SECOND SATURDAY

ROCKPORT CULTURAL
ARTS DISTRICT

LIVE MUSIC

Model T Journal

MMVII | Published by the **Texas Transportation Museum**, San Antonio | 2 CENTS

FREE WEEKEND! FREE TRAIN RIDES!
Includes Spectacular Ford Model T Show
Saturday, May 14, 2016 - 10am 4pm
Texas Transportation Museum
txtransportationmuseum.org
11731 Wetmore Road
San Antonio, TX 78247
(210) 490-3554
Sponsored by
Red McCombs Automotive Group

Texas T Party 2023

Wednesday October 18 - Saturday October 21

Rockport, Texas

TTP 2023 Tour Information

Find us on Facebook

CONTENTS

Front Page

Section A

TFOT - SA Model T club
T Tords of Texas By-Laws
Model T owner profiles
S. Texas Model T Registy
Ts in Regional Towns
Rescuing Ts and Fordsons
Model T Restoration Projects
Contact Us / Join Us

Section B

Model T Event Calendar
2023 Activities
2022 Activities
2021 Activities
2020 Activities
2019 Activities
2018 Activities
2017 Activities

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 11

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Friends of the Fulton Mansion State Historical Site for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Pamela Black, Board President of the Fulton Mansion State Historic Site presented the Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602009. Disbursement of funds will be made according to Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approval of the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Friends of the Fulton Mansion State Historical Site for advertising and tourism promotion in the amount of $50,000.00 or $12,500.00 per quarter, as presented.

CITY OF ROCKPORT
AND
FRIENDS OF THE FULTON MANSION STATE HISTORIC SITE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Friends of the Fulton Mansion State Historic Site, a private non-profit association, hereinafter called "Friends," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to the Friends ***FIFTY THOUSAND DOLLARS ($50,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, Friends agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Friends is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The Friends shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City,

a fiduciary duty is created in the Friends with respect to expenditure of the revenue provided.

5.2 The Friends shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Friends for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 The Friends shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) The proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than SIXTY (60) days after the end

of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Friends shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the Friends pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire Friends for the duration of this Agreement. The Friends agree to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Friends ***FIFTY THOUSAND DOLLARS ($50,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500.00)*** each. The Friends shall receive its first quarterly payment on about the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the Friends within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to the Friends pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Friends pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to the Friends, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Friends shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Friends agree to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Friends, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Friends shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Friends in accordance with State law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Friends are not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and the Friends shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Friends of the Fulton Mansion State Historical Site, ATTN: Board President, 317 South Fulton Beach Road, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Friends shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Friends shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the Hotel Occupancy Tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT	**FRIENDS OF THE FULTON MANSION STATE HISTORIC SITE**
_____	_____
Tim Jayroe, Mayor	_____, Board President (Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	_____,Site Manager (Print Name)

EXHIBIT "A"

CATEGORY **Advertising, solicitations, and promotions that directly promote tourism and the hotel and convention industry** **and** **Promotion of the Arts that directly enhance tourism and the hotel and convention industry** **and** **Historical Restoration and Preservation Activities that directly promote tourism and the hotel and convention industry**	**GRANT AMOUNT**
Historical Restoration & Preservation Activities	$20,000.00
Advertising, Solicitations & Promotions	$5,000.00
Promotion of the Arts	$25,000.00
TOTAL	$50,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/31/2023

Organization Information

Name of Organization: Friends of Fulton Mansion

Address: 317 S Fulton Beach Road

City, State, Zip: Rockport, Tx 78382

Contact Name: Jen McCollough Contact Phone Number: 361-729-0386

HOT Contract Email: Jen.McCollough@thc.texas.gov

Web Site Address for Event or Sponsoring Organization: www.friendsoffultonmansion.org

Type of Organization: _____ Governmental __X__ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-2591329 Organization's Creation Date: 1998

Purpose of Organization:
Friends of Fulton Mansion is a 501(c)3 nonprofit organization dedicated to supporting the preservation of historic Fulton Mansion in Rockport, Texas.

Event Information

Name of Event or Project: Fulton Mansion Support Staff, Advertising & Garden Conservation

Date of Event or Project: 2023-2024

Primary Location of Event or Project: 317 Fulton Beach Road

Amount Requested: $ 50,000

How will the funds be used: HOT funds will be used to provide tour guides and customer service support to visitors throughout the year. We would like to request continued supporting funds for annual garden upkeep and its associated general maintenace. We also want to research and purchase a billboard in the San Antonio area that will attract visitors to Rockport.

Primary Purpose of Funded Activity/Facility:

Beautification of the Fulton Mansion State Historic Site to attract new and returning visitors while also allowing locals the opportunity to enjoy the manicured site on a daily basis. Provide visitors with a quality educational experience.

Percentage of Hotel Tax Support of Related Costs

10 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

40 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

50 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 100 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $ n/a

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $ n/a

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 5,000

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 25,000

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 20,000

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $ n/a

How many individuals are expected to participate in the sporting related event? n/a

How many of the participants at the sporting related event are expected to be from another city or county? n/a

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

n/a

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $ n/a

What sites or attractions will tourists be taken to by this transportation? n/a

Will members of the general public (non-tourists) be riding on this transportation? n/a

What percentage of the ridership will be local citizens? n/a

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ n/a

What tourist attractions will be the subject of the signs?

n/a

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 10

2. Expected Attendance: 25,000 Prior year's attendance: 16,785

3. How many people attending the Event or Project will use City of Rockport hotels? 50%

   Number of nights will they stay: 2-3

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   n/a

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2020	$ 30,000	$ 15,000	unknown
2021	$ 22,500	$ 15,000	6000
2022	$ 50,000	$ 30,000	8500

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   We collect this information in the POS system by asking visitors location and duration of stay.

   Fulton Mansion will be upgrading this system Fall 2023 to allow for more accurate information.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County, City of Fulton

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   The Friends of Fulton Mansion provides funding to ensure that all events are free and open to the public.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 2000
   Radio: $
   TV: $
   Other Paid Advertising: $ 3000

   Number of Press Releases to Media 25
   Number Direct Mailings to out-of-town recipients (email) quarterly

   Other Promotions social media

9. Will you include a link to local hotels on your website for booking during this event?
   n/a

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    yes. we will also offer free passes to the museum for hotel incentives and welcome packages.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    We will continue to utilize social media, local publications. We would like to use funds to secure a billboard on a high-traffic road in the San Antonio area.

12. What geographic areas does your advertising and promotion reach?
    central / South Texas. Social media reaches all locations.

13. How many individuals will your proposed marketing reach who are located in another city or county? 50,000 *billboard impressions up to 100k / week

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: 20,000 annually

    Percentage of those in attendance that are staying at area hotels/lodging facilities: 50 %

Please Submit before May 31, 2023 to:

City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 12

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting Shanon Biggerstaff, Tourism Coordinator and Shelly Stuart, President & Chief Executive Officer of the Rockport-Fulton Chamber of Commerce, presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602001. Disbursement of funds will be made according to Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for advertising and tourism promotion in the amount of $385,000.00, or $96,250.00 per quarter, as presented.

CITY OF ROCKPORT
AND
ROCKPORT-FULTON CHAMBER OF COMMERCE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and the Rockport-Fulton Chamber of Commerce, a private non-profit association, hereinafter called "Chamber," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

3.1 As authorized under the Act, the City hereby agrees to pay to the Chamber ***THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($385,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, the Chamber agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

3.2 The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the City by publishing and distributing brochures and community information packets, by advertising in various, appropriate tourist publications and general media publications, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the

City. The Chamber shall distribute information on all local accommodation establishments that pay hotel occupancy taxes to the City via an accommodation guide to be updated by the Chamber annually.

3.3 The Chamber agrees to provide the City:
(1) Complimentary seats to quarterly luncheons;
(2) Complimentary table at annual Chamber banquet;
(3) City logo recognition signage at luncheons & annual banquet;
(4) Sponsorship recognition equal to or greater than Platinum Level sponsorship.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Chamber is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The Chamber shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber with respect to expenditure of the revenue provided.

5.2 The Chamber shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 The Chamber shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of

any line item, or 10% of the entire budget, or $10,000.00 will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Chamber shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the Chamber pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire Chamber for the duration of this Agreement. The Chamber agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Chamber ***THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($385,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***NINETY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS ($96,250.00)*** each. The Chamber shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever

is later. Each quarterly payment thereafter shall be made to the Chamber within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to the Chamber pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Chamber pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the City, upon prior notice to the Chamber, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Chamber shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Chamber agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Chamber, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Chamber shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Chamber in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Chamber is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and the Chamber shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the President of the Rockport-Fulton Chamber of Commerce, 319 Broadway, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Chamber shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Chamber shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas, on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

ROCKPORT-FULTON CHAMBER OF COMMERCE

_____
_____, Chair of the Board
(Print Name)

ATTEST:

_____
Shelly Stuart, President/Chief Executive Officer

RFCC Marketing Plan Budget 2023-2024 Year		
Revenues		
Rockport	385,000.00	
Fulton	66,650.00	
County	66,650.00	
Total	$518,300.00	
Expenses		
Accounting	2,500.00	Annual Audit
Administrative Services	86,000.00	Administrative Services to operate Visitor Center and Marketing and Promotion Campaign
Advertising & Promotion	385,000.00	Full DMO Advertising, promotion, public relationsand research program
Bank Fees	300.00	Fees related
Contract Services	4,000.00	Geocache
Conference Fees	6,500.00	Staff professional development related to tourism
Dues & Subscriptions	2,500.00	State and regional organization partners
Event Funding Assistance	3,000.00	Media Influencers
Food, Beverage & Meals	4,000.00	Groups, Charmer Appreciation, Media, etc.
Mileage & Travel	4,500.00	Trade Shows, media travel, workshops, trainings, education travel
Postage & Freight	1,500.00	Bulk items sent to Visitor Centers, Travel Centers
Printing & Publication	6,000.00	Gen. Brochure, 100 TT, Bags, Visitor Maps
Prizes, Gifts & Awards	2,000.00	Basket Promotion Items, Promos, Awards, etc.
Rentals & Fees	2,000.00	Trade Show Booth Rentals, Meeting Planners
Supplies	4,500.00	Promotion items, Trade Show Banner with New Photos, etc.
Website Maintenance	4,000.00	Updates
Total	$518,300.00	

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/25/2023

Organization Information

Name of Organization: Rockport-Fulton Chamber of Commerce

Address: 319 Broadway

City, State, Zip: Rockport, Texas 78382

Contact Name: Shelly Stuart Contact Phone Number: 361-729-6445

HOT Contract Email: president@1rockport and/or tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockport-fulton.org

Type of Organization: ____ Governmental ✓ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: 1952

Purpose of Organization: To work in partnership with businesses, individuals and governmental entities to promote commerce and tourism while enhancing the environment.

Event Information

Name of Event or Project: 2023-24 Marketing and Promotion Plan for Rockport-Fulton

Date of Event or Project: Oct. 1-Sept.30, 2024

Primary Location of Event or Project: Marketing our area as a tourism destination/R-F Chamber of Commerce & Visitor Center

Amount Requested: $ $385,000.00

How will the funds be used: For buying all forms of media to promote the Rockport-Fulton area as a Tourism destination. Promotion of the area to attract overnight visitors to fill hotels. This will be accomplished by purchasing media to promote local events and venues through collaboration with area attractions and event organizers. Forms of media to include state tourism publications that focus on travel and the activities that would attract visitors to Rockport-Fulton. Maintaining a presence on statewide tourism websites, again promoting local events and activities. Digital marketing, TV in major proven feeder markets, billboards and social media.

Primary Purpose of Funded Activity/Facility:

To grow the economy by bringing visitors to our community creating maximum hotel occupancies year-round.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total Event Costs Covered by Hotel Occupancy Tax

_____ Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ 1) Convention Center or Visitor Information Center: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ 2) Registration of Convention Delegates: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ 3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry: to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 385,000
(See attached 23-24 Budget Worksheet on next page.)

☐ 4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $_____

RFCC Marketing Plan Budget 2023-2024 Year		
Revenues		
Rockport	385,000.00	
Fulton	66,650.00	
County	66,650.00	
Total	$518,300.00	
Expenses		
Accounting	2,500.00	Annual Audit
Administrative Services	86,000.00	Administrative Services to operate Visitor Center and Marketing and Promotion Campaign
Advertising & Promotion	385,000.00	Full DMO Advertising, promotion, public relationsand research program
Bank Fees	300.00	Fees related
Contract Services	4,000.00	Geocache
Conference Fees	6,500.00	Staff professional development related to tourism
Dues & Subscriptions	2,500.00	State and regional organization partners
Event Funding Assistance	3,000.00	Media Influencers
Food, Beverage & Meals	4,000.00	Groups, Charmer Appreciation, Media, etc.
Mileage & Travel	4,500.00	Trade Shows, media travel, workshops, trainings, education travel
Postage & Freight	1,500.00	Bulk items sent to Visitor Centers, Travel Centers
Printing & Publication	6,000.00	Gen. Brochure, 100 TT, Bags, Visitor Maps
Prizes, Gifts & Awards	2,000.00	Basket Promotion Items, Promos, Awards, etc.
Rentals & Fees	2,000.00	Trade Show Booth Rentals, Meeting Planners
Supplies	4,500.00	Promotion items, Trade Show Banner with New Photos, etc.
Website Maintenance	4,000.00	Updates
Total	$518,300.00	

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: As a program since 1986.

2. Expected Attendance: N/A Prior year's attendance: See attached presentations
providing year end 2022 Marketing Plan results. Sources: Prost Marketing/Helen Thompson Media.

3. How many people attending the Event or Project will use City of Rockport hotels? _____
See attached Marketing Plan

Number of nights will they stay: _____

Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

_____

_____

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used: See Attached Marketing Plan

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

_____

_____

6. Please list other organization, government entities, and grants that have offered financial support to your project:

Town of Fulton & Aransas County

_____

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

N/A

_____

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____ See Attached
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media Continual throughout the year
Number Direct Mailings to out-of-town recipients all electronic and continual throughout the year

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
Yes, We do have a Places to Stay link on our website

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
N/A

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Rockport-Fulton GeoTour, Music Friendly Community to help promote more music at our venues.

The Visitor Center will focus on family friendly events to attract overnight stays. We will do a large push out to influencers to help capture that audience.

12. What geographic areas does your advertising and promotion reach?
Promotion of the Rockport-Fulton area as a tourism destination. San Antonio, Houston, Austin, Hill Country and our Winter Visitors coming in from the North.

13. How many individuals will your proposed marketing reach who are located in another city or county? 1M plus visitors around the state and nation

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: N/A

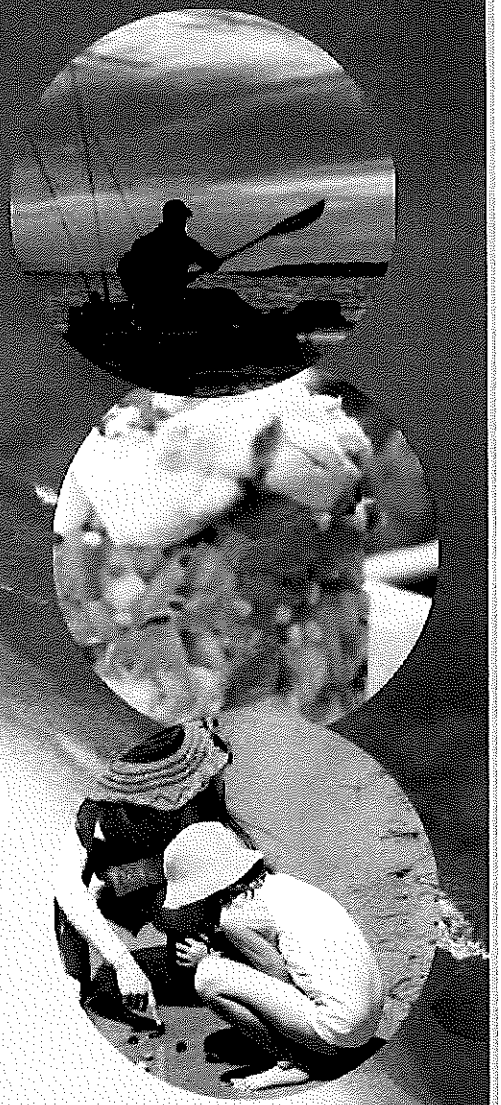
Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

FIND YOURSELF IN

ROCKPORT FULTON

2022-23 Marketing & Promotion Plan



Marketing and Promotion

Local Attractions

Christmas on the Beach

Venue Support Committee

Attending State Events

Geo Tour

Hospitality Training

Aransas Pathways

#3 in USA Today's Best Coastal Small Town

Foodie Trail

Moving Forward

BEST COASTAL SMALL TOWN
USA TODAY 10BEST
READERS' CHOICE 2021
#3 – ROCKPORT

Rockport Fulton Chamber of Commerce

ACCREDITED

Table of Contents

Executive Summary	3
Highlights of the Year	4
Letter from President/CEO	5
Update of Year from VP of Marketing and Promotions	6
Recap of Visitor Center Activity	7
Tourism Development Council Overview	8
Situation Analysis	9
Brochures, Collateral and Professional Organization Support	10
Target Market	11
Competitive & Environmental Assessment	12
Vision & Mission	13
Goals & Objectives	14
Budget	16
Appendix	

I. Venue Tax Chart
II. Hotel Occupancy Performance
III. Sample Ads

Executive Summary

The 2022-23 Marketing Plan is a strategic document designed to outline the process used to advertise and promote the Rockport-Fulton area.

The process begins in late spring of each year where our media buying team, marketing research consultant and our creative artist collaborate on best performances and what worked and didn't work.

The Tourism Development Council (TDC) then during its annual Marketing Workshop is presented with an overview of the year in terms of marketing and advertising. At this workshop, approximately 20 to 25 members of TDC, elected officials, and the media buyers, marketing research consultant and creative team members gather. They review highlights of the year with Chamber staff. They hold a goal setting session to prioritize a strategy for the coming year and beyond.

The Chamber staff works with the media buying team and the marketing research firm to draw conclusions, create the artwork, and study visitor behaviors and trends.

VENUE TAX UP 43% THIS YEAR OVER LAST YEAR.

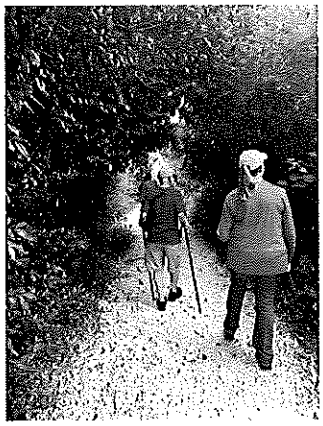
The total media budget for the combined marketing plan totals just under $500,000. It includes advertising purchases for radio, TV, print, online, outdoor (billboards) and an extensive digital ad campaign including all aspects of social media. It also includes a public relations program and ongoing marketing research programs. Careful evaluation is made in terms of Social Media.

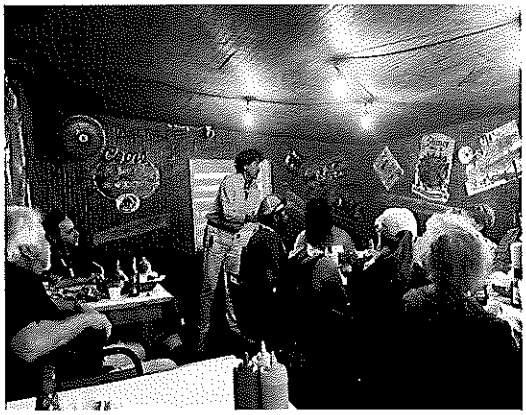
The plan was approved by the TDC in May and submitted for approval to the Rockport-Fulton Chamber of Commerce Board of Directors in June. A presentation requesting the plan to be approved and funded is given to each entity receiving the hotel occupancy tax: City of Rockport, Town of Fulton and Aransas County.

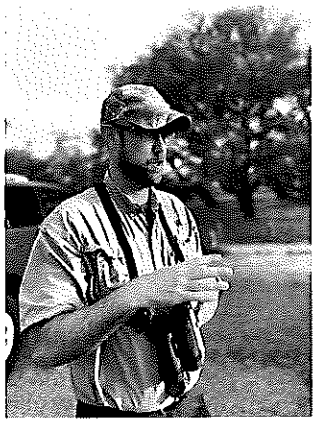
The plan is set in motion for the fiscal year beginning October 1 and ending September 30.

The Rockport-Fulton Chamber of Commerce is privileged and honored to coordinate the combined marketing effort for the Rockport-Fulton area. The hotel occupancy tax was implemented in the early 1980s. Since that time, the funds have grown to more than $2.5 million. The Chamber began receiving these hotel occupancy tax funds, for marketing and promoting the community, in 1983. This has allowed the marketing and promotion plan to expand from a single newspaper ad to a full Marketing and Promotion Campaign.

As you review this plan, you will find an overview of the TDC, the year's goals and objectives listing what we would like to achieve - a situation analysis, our target market and strategy, a budget for the year, an implementation plan and evaluation and control metrics. In the Appendix section, we have included pertinent charts and graphs of marketing research and samples of creative ads we feel are important and complete the plan.







The Spring Fling Outdoor Writers Event held each April continues to yield very good articles featuring the Rockport-Fulton area in the news. This year, the media was interested in the traveling Spanish explorer. They fished and visited local attractions and Aransas Pathways sites.

2021-22 Tourism Highlights

- Marketing and Promotion - New Ad Campaign and Digital Tour developed "Find Yourself on the RF Foodie Trail", Press releases, Media interviews, updates on the website. Hosting meetings Local Attractions, Collaboration with Aransas Pathways and Local Attractions. Consistent Postings "Live" on social media. Spring Fling Media Event to attract travel and tourism stories to our area.
- RF Foodie Trail on YouTube - Fully Digital Restaurant Weeks with 25 restaurants participating allowed us to promote the unique restaurant experience available here.
- Local Attractions and Events Oct 2021 – June 2022 - Local Attractions meet monthly, reviewing and revising calendars and upcoming events as needed. Grand Opening of the Fulton Pier, Halloween on Fulton Harbor, Halloween in the District, Rocktoberfest, Rockport Film Festival, Guy Clark Festival, Aransas Pathways Southern Trail Opening, Lamar Market Days, Shop Small Saturday, Tropical Christmas, Christmas in the District, Caroling at the Mansion, Gospel Music Festival, Winter Texan Appreciation Day, Clay Expo, Bountiful Bowl, Car Art Show, Oysterfest, Whooping Crane Strut, Crawfish Festival, Art Festival, Kite Festival, Wine Festival and other local events. At least 1 big event per month throughout the year.
- Rockport named #3 in USA Today's Best Coastal Small Town – This year at #3, we were honored once again to be named among the Top 10 Best Coastal Small towns in the United States. Received nomination for 2022 in May.
- HummerBird and Seafair – Continue to coordinate these events with a focus to help the economy during this slow period.
- Christmas on the Beach –5,059 people visited the Christmas on the Beach Drive Thru Display 62.54% visiting the display were locals and 37.46% came to visit from outside our community. $8,000. Distributed among 15 non-profit organizations.
- Attending State Events –Texas Festival and Events Annual Conference - San Antonio, Winter Texan Expo –McAllen, Texas Travel Tourism College, Texas Travel Alliance's Unity Dinner and Conference.
- Hospitality Training – Quarterly Training scheduled. One off site training available
- Introduced GeoTour – Generating over $6,600 to date for the community in overnight stays, dining out, Gas and Groceries. This only accounts for caches that have been finished. Many more to come.
- Aransas Pathways - New Aransas Pathways Map developed which includes the newest southern trail now highlights bike trails, changes, and improvements along with a QR code. History Center exhibits including Vietnamese Heritage focus.
- Venue Support Committee – A new venue support committee has formed. Meetings will commence as we develop this position.
- Moving Forward - Recovery Campaign including Our Journey - A multi-dimensional exhibit in the Visitor Center including 8 panels with a storyline, a Hurricane machine, and artifacts on shelves.

Our Journey ... We united, remained strong and we prevailed.

It takes a team: Tourism, our economic engine, is a collaborative effort by so many people

By Diane Probst, CCE
President/CEO

Diane Probst, CCE

USA Today readers said it best naming our community #3 on the Best Coastal Small Town List.

Digital Advertising has been a big part of this past year allowing us to reach so many more people through geofencing and geotargeting.

We continue to get phenomenal news coverage throughout the year keeping our community in the forefront. When I say "we" I am speaking of the many, many people in the community working to increase bringing more visitors, improving our tourism product and keeping the public informed about what there is to do in our community. This joint effort is amazing and something I think everyone is very proud of.

Here are dynamic figures defining the impact of tourism on the Rockport-Fulton area:

- Tourism is the largest employer in Aransas County employing some 1,160 people and growing.
- Spending from visitors in Rockport, Fulton and the County totals to $117.9 million annually, a 5.9% change since 1990, when tourism spending was $26.9 million. In the late 1980s and the early 1990s, the local entities began collecting the hotel occupancy tax at the request of the Chamber. The entities have contracted with the Chamber for the marketing and promotion of the area as a joint promotion effort since that time period. The marketing and promotion fund began with a bank loan at $30,000. The Marketing Plan budget now is $500,000.
- Venue tax collections, the 2% portion of the tax on overnight stays voted by the general public in 2011 to spend on the recreation projects of Aransas Pathways, are on a steady increase. This collection is a good measurement for determining our marketing efforts are working because it is a flat tax collected by all properties equally. It should exceed $750,000 this year. This is remarkable since early projections showed the figure at $300,000.
- Tourism has a $3.6 million impact in local tax receipts and $6.8 Million in state tax receipts due to tourism.
- Aransas County ranks in the top 25% of counties in Texas in terms of tourism impact.

We continue to put forth our best efforts in training our staff in the area of Visitor Center, our tourism department and staying abreast of legislative changes as they relate to tourism. It takes teamwork and I congratulate our staff for raising the standard. Our dedication and devotion to this community is shown in our delivery.

Our Tourism Development Council continues to meet six times a year reviewing the marketing and promotion strategy of the area. The Marketing Workshop continues to be the highlight of the year as we focus on upcoming projects and promotions.

As you review the material in this marketing and promotion plan, it is our hope you get a real sense of how the promotion of our community is "Working together … with a common goal… increase the number of visitors staying overnight."

> "A great team working together with a common goal… increase the number of visitors staying overnight and in turn help our community prosper."

Moving forward with our Journey… Embracing Change

By Sandy Jumper
VP Marketing & Promotion

Sandy Jumper, CTE, TDM
VP Marketing & Promotion

It seems that in this fast paced world, our workplace, our life and everything around us is changing daily, and we have to adapt and move forward! We have to find innovative ways to keep relevant. Embracing change has been our theme for the past years and in doing that, it has allowed us to keep moving forward.

We hold monthly meetings with staff and/or leaders of our Attractions. We introduce new ideas and work closely with entities on local events.
We are constantly trying to think of ways to bring visitors to our town. We incorporate new programs such as the GeoTour and the Rockport-Fulton Foodie Trail. We try to make improvements and seek out different ideas for our tried and true events such as HummerBird, Seafair, Spring Fling media event and others. We assist all other community events with marketing and promotion in some form or fashion.

Once again Rockport-Fulton has received national publicity. We were named # 3 *Best Coastal Small Town* in USA Today's 10Best. We are once again in the running for the 2022 nominations. We continue to advertise in newspaper publications, magazines, billboards and online ads. The Tourism Email program has a reach of over 70,000. Social Media continues to grow. Facebook has over 67,000 likes. Advertising in Austin, Houston and San Antonio, allow us to reach an otherwise unattainable audience. We promote our local hotels, restaurants and attractions and events through appearances on San Antonio TV, Austin Cable Channels, and *What's Rockin in Rockport-Fulton* live radio show in New Braunfels. We have a great rapport with our area TV stations and have received much coverage on our events and other local activities.

My personal goal is to continue education and skill development within the tourism industry. I continue to stay involved with state and regional associations such as Texas Travel Alliance, Maintaining my Certified Tourism Executive status; Texas Association of Convention and Visitor Bureaus, currently on the Destination Marketing Specialist committee, I am a board member for Texas Tropical Trails and Texas Coastal Bend Regional Tourism Council and also on the Aransas Pathways Committee.

Special thanks to our three governmental entities: Aransas County, City of Rockport, and Town of Fulton for your support and for keeping our community on an upward progression! Thank you to Chamber President/CEO, Diane Probst, for being dedicated to moving ahead during a very difficult year. Thank you to our TDC Chair, Jessee Pilgrim and our remarkable Tourism Development Council, also to Helen Thompson Media, Prost Marketing, our dedicated Chamber Staff and to everyone who assists in helping people to "Find themselves in Rockport-Fulton "!

Be sure to share posts from our Social Media channels.

Facebook Page - VisitRockportFulton

Twitter - CharmofTxCoast

Instagram - visitrockportfulton

Always remember to #findyourselfinrockportfulton

Visitor Center is serving visitors throughout the year

The Visitor Center is here to serve the visitors to the Rockport-Fulton area. It continues to be a very popular stopping place for tourists and locals alike. Annually, we serve just under 15,000 walk-in visitors.

We have received a great response from inquiries generated by advertising in publications such as Texas Monthly, Texas Highways, Tour Texas and Go Texas online. As we receive these addresses via electronic mail, we email a digital event listing to them.

Visitors coming to the building continue to be amazed at what a beautiful addition it is to our area. The landscaping is geared to attracting various species of birds, especially hummingbirds. Donated landscape glass rock was added to allow for less overall maintenance.

Our Charmers are a very important feature to the Visitor Center. They are volunteers who make all of our visitors feel welcome. They are ready to help make everyone's visit more interesting, and showcase the Rockport-Fulton area. We present them with an update on our community and calendar of events along with a monthly tour of the town and lunch in appreciation for their time and dedication.

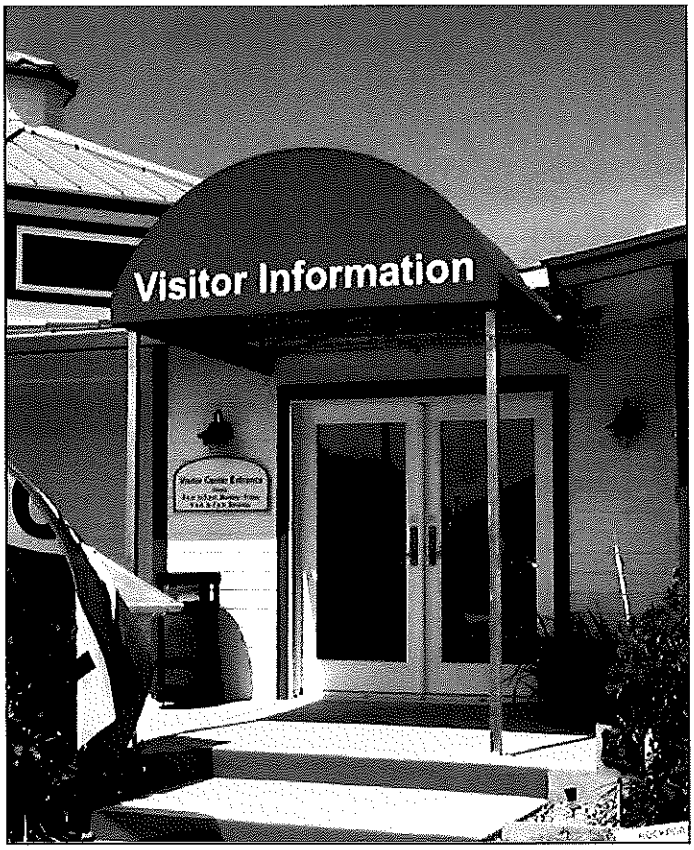
Once inside the Visitor Center, guests spend time looking at the map room with its beautiful bird mural, our history timeline and the viewing panels. We often get comments about how much it is like a museum, we have had people in here for a long time just taking in all the information. To expand on that interest we have the digitized Historical Driving Tour.

Our gift shop continues to offer maps and postcards. We are constantly on the lookout for brochures and items that will reflect our wonderful coastal home as well as promote our member businesses. Come by and say "howdy" and see this jewel for yourself.

The Chamber continues to stay up with what the visitor wants.

Activity in the Visitor Center *Jan-Dec. 2021*

Visitor Emails 12,125	Walk-ins 15,641
Relocation Packets 183	Goodie Bags 1,139
Phone Inquiries 557	Website 21,000 monthly



Front door of Visitor Center; Welcome and inviting

Our Journey Exhibit coming in August for the 5th Anniversary of Hurricane Harvey

A "Our Journey" exhibit is in the works that will tell about the hurricane and what we went through. It will open on the 5th anniversary week of Hurricane Harvey. It will feature panels of information as well as a hurricane simulator machine. A visitor will walk through and read about what our community went through in terms of the timeline, the heartfelt giving, the debris, the news, volunteers and more.

The Visitor Center will be the starting point and the visitor will receive information on other locations such as a "It's Still Standing Exhibit…A Hurricane History of the Fulton Mansion, special programming at the Friends of the History Center for Aransas County and a listing of places to visit around the community showing remnants of Hurricane Harvey.

Tourism Development Council Overview

The Tourism Development Council (TDC) is an 18-member representative mix of businesses, individuals and government officials. TDC, also known as The Council, is the governance aspect of the marketing and promotion effort. The Council sets forth the goals and objectives for the year. It identifies prospective target groups and studies the types of visitors who are coming here and why they come. This information allows the Council to make informative and effective decisions. There are six meetings per year.

A creative team, media buying experts, and Chamber staff review ads for their placement and creativity, length of run and return on investment, budgeting, etc. As a result, a multi-page Marketing Plan is created.

The combined efforts of the above and a lot of energy result in a plan to impact our economy through tourism in the Rockport-Fulton area. Current members of the Council are:

Jessee Pilgrim, Chair
Dawn Huff, Vice Chair
Bubba Casterline, Aransas County Commissioner
Andrea Hattman, Rockport City Councilwoman
Mary Ann Pahmiyer, Town of Fulton
Robert Mitchell, Past Chairman of the Board
Donna Townsend, Chairman of the Board
Courtney Sanchez, Chair-elect of the Board
Jatin Bhakta, Hampton, Fairfield, LaQuinta
Craig Griffin, Inn at Fulton,
TG's, Charlotte Plummers
Luis Puron, Rockport Center for the Arts
Pam Stranahan, History and Aransas Pathways
Justin Parkoff, Texas Maritime Museum
Dawn Walker, Anglers RV Retreat
Eric Soness, Rockport Little Theatre
Amy Garcia, Spears & Co.
Suzanne Villa, 1st Community Bank

Members of the Rockport-Fulton Chamber of Commerce Tourism Development Council met to review the media selections for the 2022-23 year. The group heard presentations on best media in use for promotion in the state of Texas, social media results, visitor website and social media analytics and hotel occupancy numbers.

The group reviewed the budget numbers in terms of collections per entity and moving forward. The 8-strategic goals, strategies and tactics are in the last stages of development. A special presentation of those goals and where we are is available upon request.

The group met for its annual workshop at the end of March at the Rockport Country Club with 22 members and media representatives present.

Situation Analysis

The Rockport-Fulton Chamber of Commerce is under contract with the City of Rockport, Town of Fulton and Aransas County Commissioners' Court to advertise and promote the community with funding from the hotel occupancy tax. Expenditures of the hotel occupancy tax are required by statutory law to be spent to directly enhance and promote tourism and the convention and hotel industry.

Tourism is a good investment of taxpayer dollars – for the state of Texas every $1 spent on Texas travel advertising, it generates $7 in return tax revenues to the state.

Hotel occupancy tax imposed on an overnight stay in Rockport, Fulton or the County totals 15%. To break that down, each governmental entity collects 7%, the state receives 6% and the remaining 2% is the Aransas County Venue Tax. The Venue Tax funds the Aquarium Education Center (when it is rebuilt) and Aransas Pathways Projects.

We fluctuate around 1,500 hotel rooms and just under 1,000 short term rentals. If these rooms were full one half of the year (182 days), that would mean (2,500 x 2.5 [less than state avg. of people in a group] = 6,250 @182 days (annual occupancies are averaging a little more than 50 percent) approximately 1,137,500 visitors are driving to our community and staying in our establishments. Also, we need to take into account the visitors that come to our homes year round or visit relatives for the weekend.

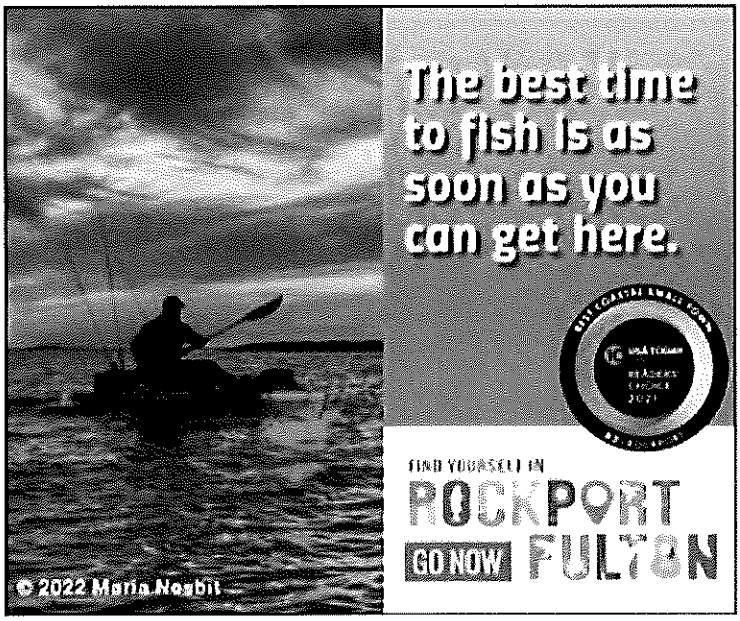
We have additional visitors staying in our resorts and RV parks. During the winter months, RV Park occupancies reach 95 %. We have approximately 5,500 RV spaces (hookups) so with that you can estimate approximately 3,000 to 5,000 Winter Texans adding to our population during this winter month period.

Also, if you tally visitors coming into town to enjoy our local attractions, events and festivals you can account for approximately 50,000 to 60,000 day trippers. (See

Our local attraction leaders and staff gather monthly to collaborate and coordinate calendars. This area is fortunate to have many local attractions to enhance the visitor experience. Those local attractions include Rockport Beach, Aransas National Wildlife Refuge, Goose Island State Park and the Big Tree, Fulton Mansion, Texas Maritime Museum, Rockport Center for the Arts, Aquarium at Rockport Harbor (to be rebuilt), Key Allegro Island, Connie Hagar Wildlife Refuge and Sanctuary, Golf Courses, Community Aquatic Park, Memorial Park, Lamar Cemetery, Stella Maris Chapel and Schoenstatt Shrine, Copano Causeway, Bay Education Center Science on a Sphere, Fulton Convention Center, Fulton Pier, Fulton Schoolhouse Museum, Rockport Community Theatre, piers, and harbors and Aransas Pathways - featuring sites for birding, history, kayaking and hike and bike trails.

Market definitions are:

- Core – Cities within a 200 mile radius. (San Antonio, Austin, Houston)
- Secondary – Cities within a 75 mile radius.
- Out of State – Minnesota, Michigan, Iowa, Illinois, Wisconsin, Kansas, New York and Canadians are the major states/countries where our winter visitors originate from.



USA Today readers voted Rockport as the #3 Best Coastal Small Towns in the USA. We have been able to incorporate the logo in the advertising throughout.

All local photographers' photos are featured.

Collateral materials include:

- General brochure/New Welcome piece
- 100 things to do list
- Pathways Map
- Lamar "Across the bridge" brochure
- Event Listings
- Fishing Guide List
- Birding Boat Tour Sheet
- Restaurant listing / Foodie Trail
- Visitor Map

Trade Show participation includes: Houston - San Antonio – McAllen and the Coastal Bend Region. Those shows are: International Travel Fair in McAllen and the Coastal Bend Travel Fair at various locations in the region.

Professional partners, alliances, support organizations, etc. include:

- Texas Assoc. of Convention and Visitors Bureaus
- Texas Travel Alliance
- Texas Hotel and Lodging Association
- Texas Festivals & Events Association
- Texas Department of Economic Development – Tourism Division
- Texas Department of Transportation – Tourism Division
- Texas Coastal Bend Regional Tourism Council *(Sandy Jumper is serving as President this year)*
- Texas Parks & Wildlife / Great Texas Birding Classic / Paddling Trails Program
- Texas Tropical Trails
- Texas Independence Trails
- Texas Chamber of Commerce Executives/Texas Assoc. of Business
- US Chamber of Commerce

Texas Travel Alliance Unity Dinner

(Pictured L to r, Mayor of Rockport Pat Rios and his wife Patty, Jordan Pilgrim with his wife, Jessee Pilgrim and chair of TDC, Jared East, Marketing Assistant, Sandy Jumper, VP of Marketing and Promotion, Diane Probst, President/CEO and her husband Mike Probst, editor and publisher of the Rockport Pilot. The event was held in Houston at the George R Brown Convention Center. It featured legislative and tourism officials from across the state.

Target Market - It is unrealistic to think we can attract everyone to our community. We have defined our target market through ongoing marketing research with Prost Marketing. Defining our target market has helped decide where to commit resources and what kinds of promotional methods and messages to use. Our defined target market is the following:

1.) Targeted priority travel areas
   - Feeder Markets (San Antonio, Houston, Austin/New Braunfels)
   - Special Interest Categories (General/families with kids, fishing, birding, art, and history)

2.) Targeted (Primary) Adults 45+, college plus educated with household income levels of $100K+
3.) Targeted (Secondary) Adults 25-54 with some college education and household income levels of $75K.

** Source: Prost Marketing, San Antonio, Texas*

Competitive & Environmental Assessment

Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

This offers us a realistic assessment of our destination's total picture. Strength is an asset that can be used to improve our competitive position. A weakness is just the opposite – a resource or capability that may cause us to have a less competitive position, which can adversely affect tourism. Opportunities are developed from our positive circumstances. Threats are viewed as problems that focus on our weaknesses and create a potential negative situation. A competitive and environmental assessment is a factual analysis that is both objective and subjective.

This analysis includes looking at our competition, looking at ourselves as a community, and looking ahead to the next five years.

We continue to monitor our SWOT (strengths, weaknesses, opportunities and threats) Performance Analysis of our community.

The continual review is as follows:

Strengths include the usual great variety of outdoor activities, coastal friendly community, artistic, events, safety, venues, climate, pride, charm, family oriented, and overall maintenance upkeep of parks, facilities and amenities. New and bright future with growth over the next five years. The Silver Linings coming our way due to the hurricane are helping our community shine in the recovery efforts.

Weaknesses include keeping our charming coastal community atmosphere as we grow, a worker shortage, weak affordable housing market, poor labor pool, not enough youth activities, hard to communicate, no place for the youth to hang out, not enough higher paying jobs, petty theft and costly medical facilities.

Opportunities include a great place to do business, more marketing of venues to attract the midweek business, more marketing to promote the history in our community, more marketing of Aransas Pathways and filling vacant buildings. The onset of economic diversity through assistance from the Economic Development Corporation.

Lastly, ***T***hreats identified were weather (i.e. Hurricane, flooding, wind, etc.), Oil spills, bacteria in the water, Red tide, advanced technology leaving us behind the times and our infrastructure. Transportation through town will be more difficult. Growing too fast and losing our charming coastal appeal.

Vision & Mission Statement

The vision of the Tourism Development Council (TDC) is to be a vibrant tourist destination where natural beauty abounds.

The mission of the TDC is to provide the City of Rockport, Town of Fulton and Aransas County and its residents with a coordinated, professional advertising and promotional program to make Aransas County and the Rockport-Fulton area a premier travel destination.

The primary objective of TDC is to create maximum hotel occupancy within our community through a marketing program aimed at attracting and securing overnight visitors who will impact the economy of the Rockport-Fulton area.

Through our tourism efforts, we can stimulate trade and commerce and help diversify the economy. This sustains jobs and improves the quality of life for the residents of the Rockport-Fulton area.

Find Yourself on the Rockport-Fulton Foodie Trail

297 users in a two-month period

(285 from Texas, others from New Jersey, Michigan, Oklahoma, Mississippi, California and Wisconsin)

Pictured, l to r, Craig Griffin, Mayor Rios, Judge Mills, Sandy Jumper, Sam Lalamia, Mayor Cole, and the Meinhausen girls.

With 25 restaurants, coffee shops and dining establishments on the tour, it allowed focus on just the restaurant experience. We have a unique opportunity here in the Rockport-Fulton area with the majority of our restaurants not being owned by chains or franchises. Each of our restaurants have their own unique identity.

We held a press conference to announce the tour. At the press conference, one of our Charmers, our volunteer greeter in the Visitor Center, prepared seafood gumbo. The Foodie Trail includes prizes of Coffee, Fish Rubs, T-Shirt, and a chance on the Wall of Fame when visitors or locals check-in to participating restaurants.

We took the opportunity a step further and loaded YouTube videos for each participating establishment. The content of the videos allowed us to promote the restaurants from a visual perspective.

Goals & Objectives

During the annual Rockport-Fulton Chamber of Commerce "Tourism Marketing Workshop", elected officials, members of the Tourism Development Council, media buyers of Helen Thompson Media and our marketing research person – Deb Prost Marketing of San Antonio reviewed past performance, data, future promotion possibilities and goals for the coming year.

Prior to the goal setting process, a presentation of four research data studies completed over the course of several years was reviewed. This helped bring forward a more clear and thorough picture for better overall decision making. The sessions then focused on the media buys for the coming year as prepared by Helen Thompson Media out of San Antonio. The buys included new ventures with online media with a focus on "GeoFollow" of targeted demographic clientele interested in visiting our area, print, broadcast TV in major markets including live interviews on radio and TV shows. The top goals the group are focused on include:

Goal #1: Develop, Implement, Market On-Going Evening Excitement/Activities

Goal #2: Visually Communicate Post-Storm Rebuilding To Date

Goal #3: Develop Consumer Packages And Then Market Them

Goal #4: Encourage More Use Of Aransas Pathways Sites

Goal #5: Training For Hospitality Employees

Goal #6: Food And Beverage Concessions On The Beach

Goal #7: Increase/Enhance Festivals

Goal #8: Build The Meeting Market (Particularly Mid-Week)

The Tourism Strategic Plan is available upon request where you will find the method/steps, obstacles, responsibility, milestones, and measurements for each goal.

Strategy Forward:

Increase outdoor boards to $42,350. This has allowed for better boards and to extend the contract for a month or 2 longer. It all depends on supply and demand, but we feel comfortable this will get us a really good program.

For Digital, we are spending $81,000 over 12 months and changing some of the tactics. Over the next couple of years, we want to take that up to $125,000, to increase our presence and add in more Geo-tracking. We added the SA Report eblast this year and look forward to more growth with great results there.

More analytics derived from mobile devices.

Increased emphasis on midweek business and leisure travelers by targeting organizations through a sales and services approach.

For TV advertising, we would love to be able to add Austin TV/Cable back into the mix, or add more weeks to our SA TV schedule so we can start advertising earlier in the year.

The Find Yourself in Rockport-Fulton Foodie Trail was a great addition to the mix and we plan to continue each year.

RFCC Marketing Plan Budget 2022-23 Year		
Revenues		
Rockport	369,000.00	Incl. 2.5% increase to support rising costs in advertising/production
Fulton	60,000.00	Incl. 20% increase to support rising costs in advertising/production
County	60,000.00	Incl. 20% increase to support rising costs in advertising/production
Total	**$489,000.00**	
Expenses		
Accounting	2,300.00	Annual Audit
Administrative Services	81,300.00	Administrative Services to operate Visitor Center and Marketing and Promotion Campaign
Advertising & Promotion	363,600.00	Full DMO Advertising, promotion, public relations and research program
Bank Fees	300.00	Fees related
Contract Services	4,000.00	Digital Tour/GeoTour
Conference Fees	3,500.00	Staff professional development related to tourism
Dues & Subscriptions	2,000.00	State and regional organization partners
Event Funding Assistance	3,000.00	Spring Fling Media Event
Food, Beverage & Meals	3,500.00	Groups, Charmer Appreciation, Media, etc.
Mileage & Travel	4,000.00	Trade Shows, media travel, workshops, trainings, education travel
Postage & Freight	1,500.00	Bulk items sent to Visitor Centers, Travel Centers
Printing & Publication	6,000.00	Gen. Brochure, 100 TT, Bags, Visitor Maps
Prizes, Gifts & Awards	500.00	Basket Promotion Items, Promos, Awards, etc.
Rentals & Fees	1,000.00	Trade Show Booth Rentals, Meeting Planners
Supplies	4,500.00	Promotion items, Trade Show Banner with New Photos, etc.
Website Maintenance	8,000.00	Enhance site, New Updated Look
Total	**$489,000.00**	

Administrative Services to operate Visitor Center and Marketing and Promotion Campaign				
$500,000 Total Marketing Program	Rockport	Fulton	County	Total
	67.90%	26.57%	5.54%	20%*
Accounting	1,018.45	398.52	83.03	1,500.00
Equipment Lease - copier and postage machine	814.76	318.82	66.42	1,200.00
Insurance -	1,493.73	584.50	121.77	2,200.00
Payroll - Visitor Center, Marketing/Promotion, Fulfillment	33,948.34	13,284.13	2,767.53	50,000.00
Payroll related - SS, FICA,	4,752.77	1,859.78	387.45	7,000.00
Employee insurance	4,073.80	1,594.10	332.10	6,000.00
Employee IRA	339.48	132.84	27.68	500.00
Postage - Inquiries, packets, mailings	1,629.52	637.64	132.84	2,400.00
Printing - Envelopes, letterhead, business cards	950.55	371.96	77.49	1,400.00
Security System - Visitor Center	135.79	53.14	11.07	200.00
Supplies - copier paper, color copies, folders, packets, etc.	2,036.90	797.05	166.05	3,000.00
Telephone, Internet, Mobile	2,172.69	850.18	177.12	3,200.00
Utilities	1,833.21	717.34	149.45	2,700.00
Total	$ 55,200.00	$ 21,600.00	$ 4,500.00	$ 81,300.00

Media Selections

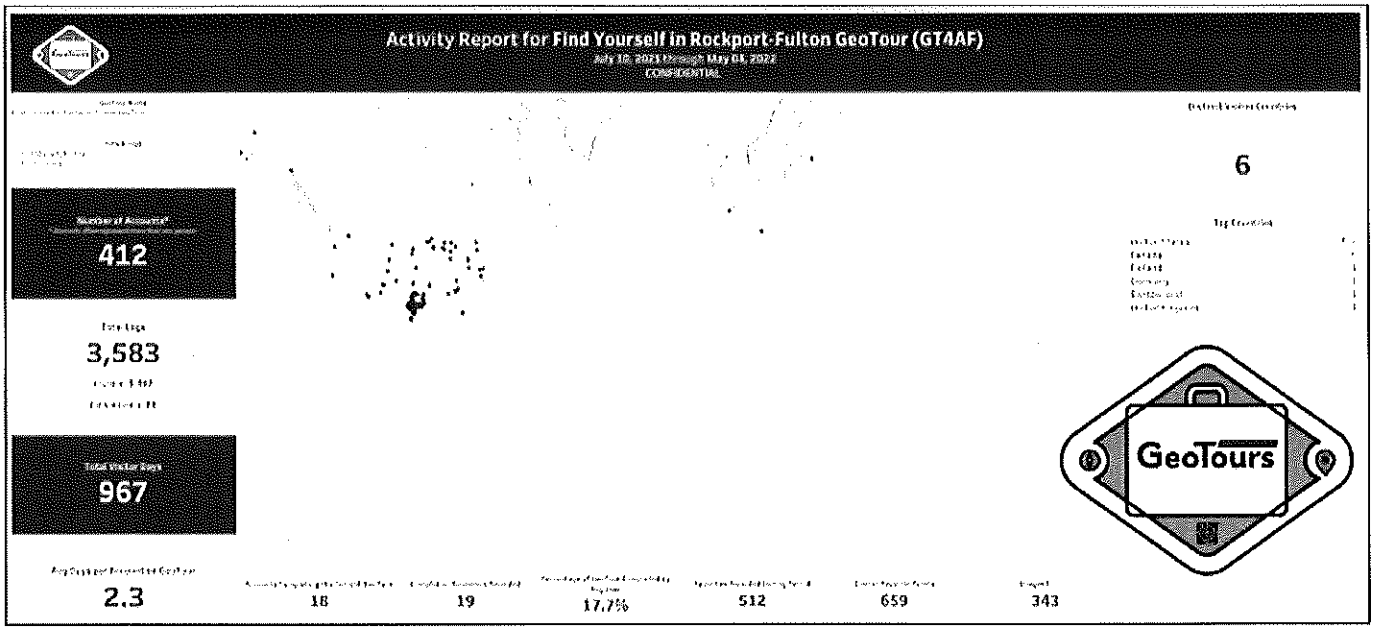
The media is selected with assistance from Chamber staff through the expert leadership from Helen Thompson Media Team.

A full report of the media selected and placement is a separate attachment or available upon request.

Evaluation and metrics

The tools used to measure the success of the marketing efforts are in the appendix section of this plan. Prost Marketing has provided excellent support to this organization since 2004. Although website analytics, visitor center numbers, inquiries, emails, reader responses, ad responses, surveys and others are used in the measurement process, the main areas of measurement for the 2021-22 year are:

- Venue Tax Collections
- Hotel & Lodging Data
- Google Analytics, Digital, Online, Facebook, Google My Business
- San Antonio Market Consumer Survey
- 5-Year Strategic Plan



GeoTour generates 3,583 logs in one year from those visiting from US, Canada, & Europe

The Rockport-Fulton GeoTour officially has 51 sites. The average days per user is 2.3. The tour has generated 659 favorite points compared to Beaumont's 299, Baytown's 594, Pearland's 299 and something to strive for with Conroe's 2,191.

A second year anniversary celebration is being planned for July 9 where an adventure lab will be added to the tour making it even more enticing. The special pathtag will be popular with attendees. A special thanks to the South Texas Geocaching Association for help in putting together this tour.

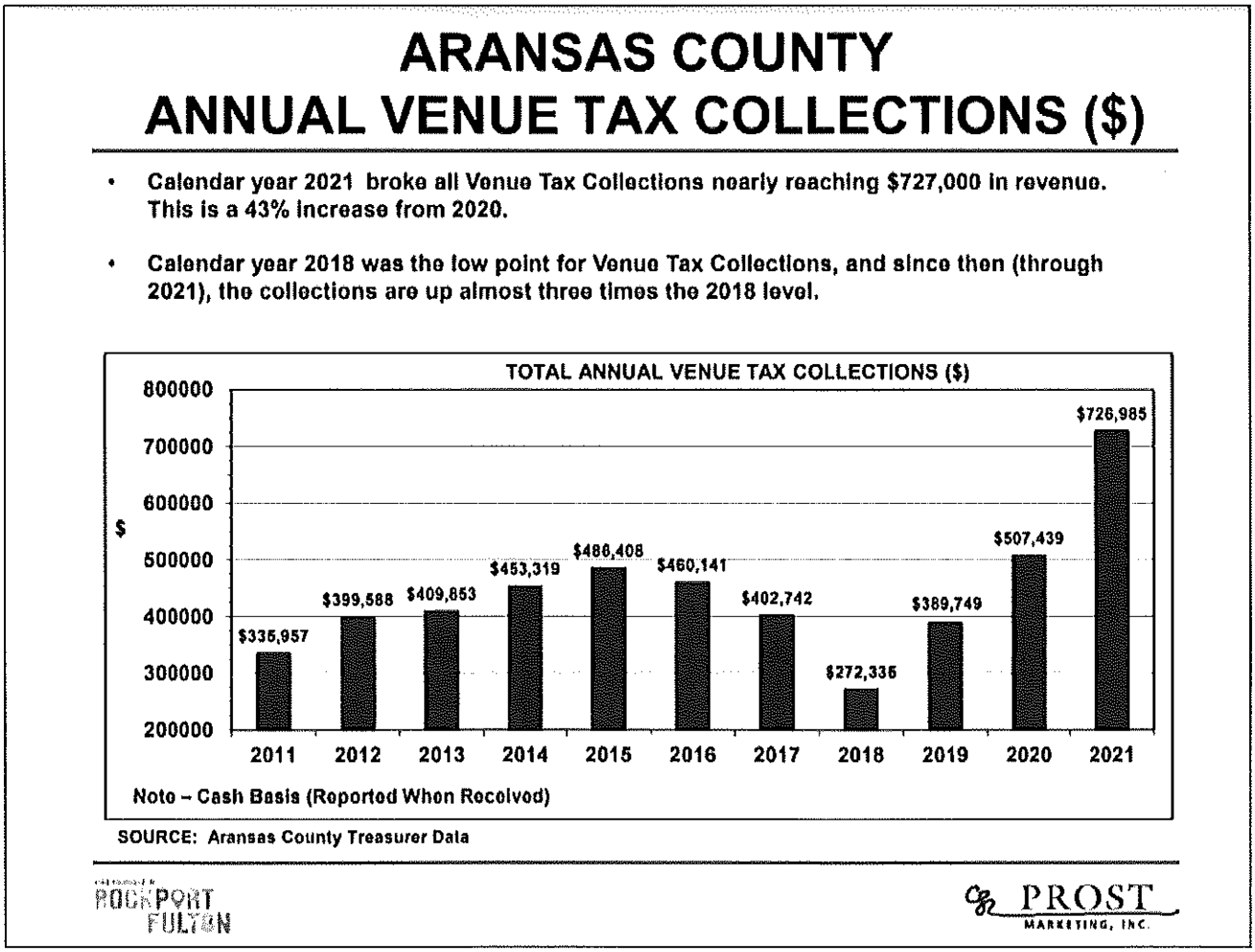
Appendix I – Venue Tax Collections

The Aransas County Venue Tax is the additional 2% on each overnight stay bringing the grand total of tax on a room to 15%.

As Short Term Rentals (STRs) exploded in bookings during the pandemic, total collections reached an all time high of $728,000. This is a 42% increase over the previous year.

The Venue Tax Collections have become a significant indicator of activity and measurement for the marketing plan. The Venue Tax funds the Aquarium Education Center and the Aransas Pathways Project.

**Source: Aransas County Treasurer. Tax collections are posted as they are received into the County as opposed to the month they are collected by the property.*



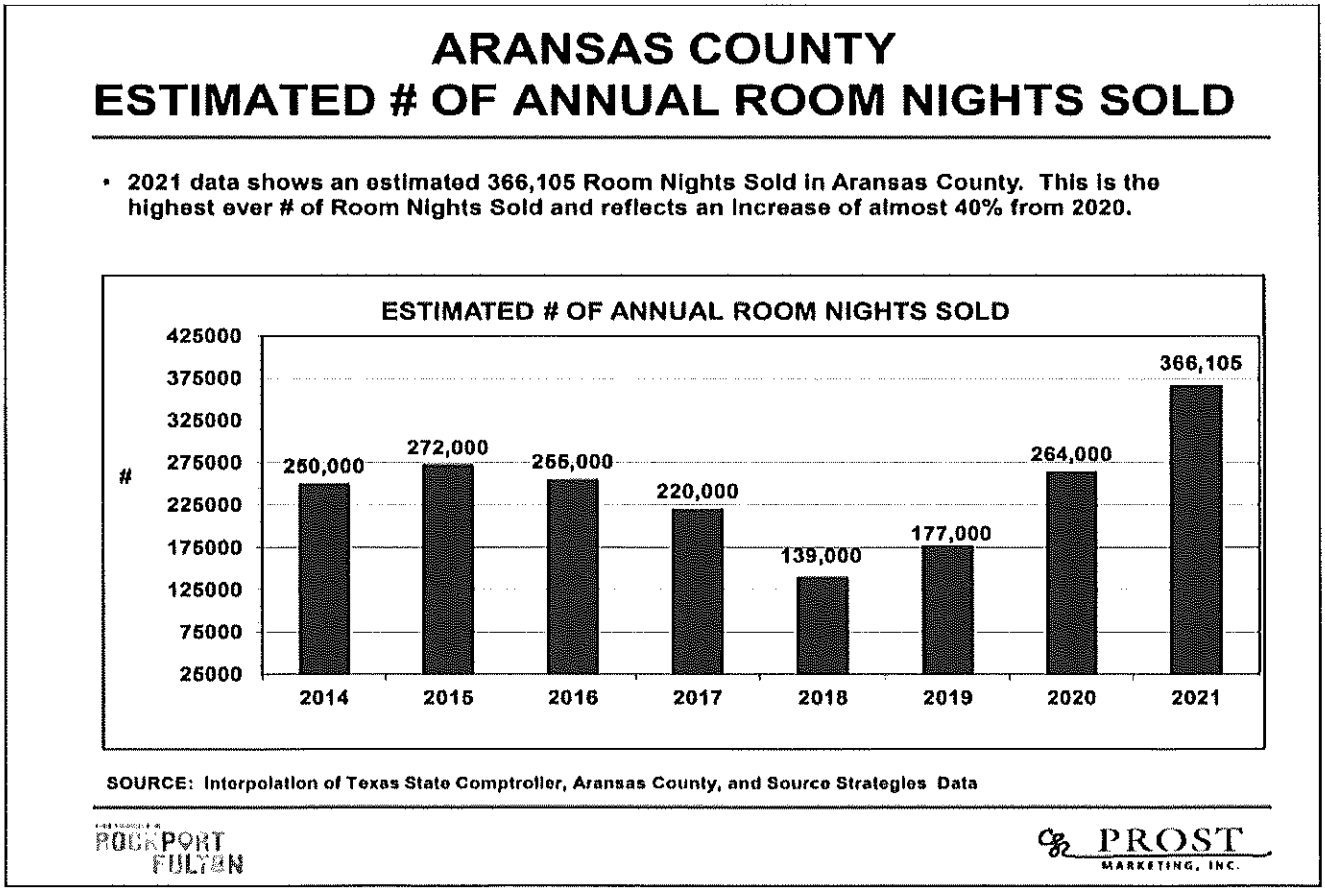
Appendix II– Hotel Annual Occupancy Percentage

Overnight Room Revenue in the Cities of Rockport and Fulton reached Bellwether level estimated at just over $34 Million in 2021. This calculates into a 43% in room Revenues in 2021 vs 2020

The estimated Room Nights Sold for 2021 shows a high of 340,077 rooms. The data reflects a 40%increase over 2020

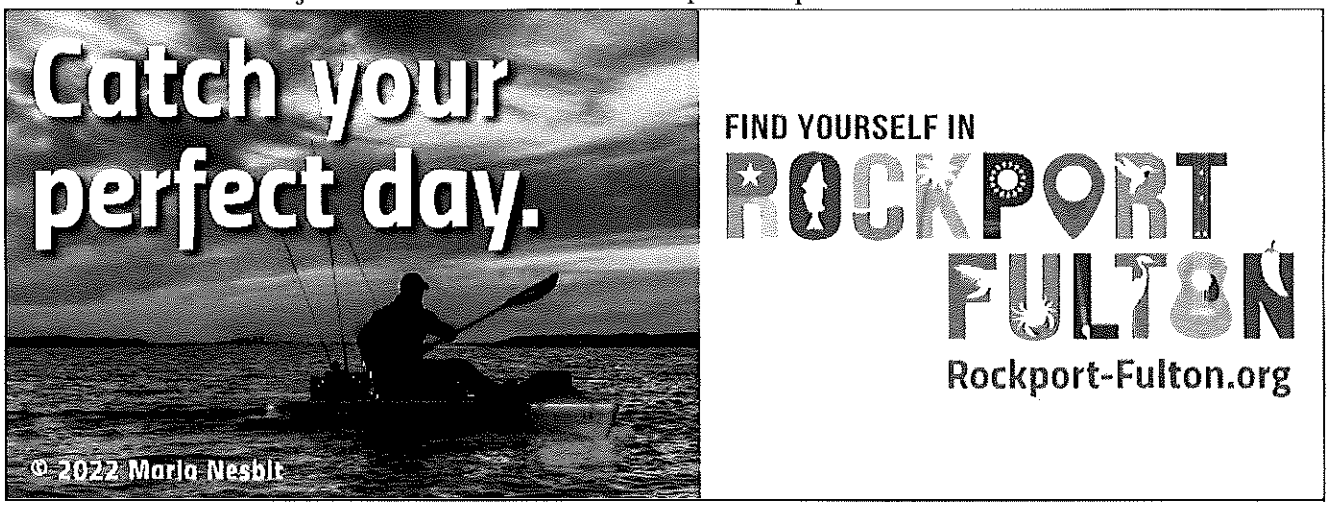
Room Revenues in Aransas County reached an even higher bellwether level in 2021 ($36 Million) after having topped out at the highest level ever ($25 Million) in 2020

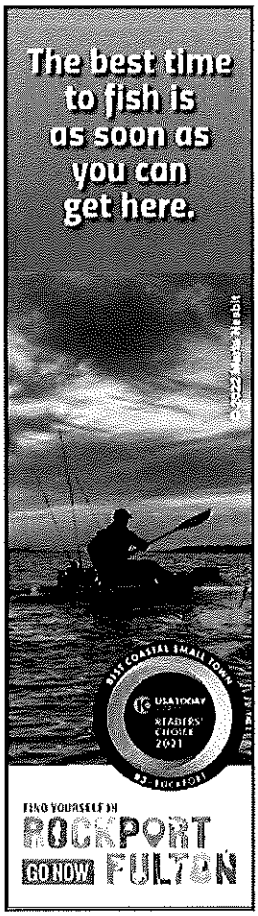
**Source: Interpolation of Aransas County Treasurer, Texas Comptroller and Source Strategies Data*



Appendix III – Sample Ads

Outdoor Boards - 7 in major locations across the state. A proof of performance is available.





Much time and effort went into the development of the creative material for the ads this year as our community is growing and changing.

Through the pro bono work of Jeff Hunt of Legend Labs a positioning statement was created. This positioning defined the identity of the Rockport-Fulton area and what it wants to be. This document is available upon request. A workshop will be held soon to review and further develop.

The photos, titles, colors all lead you to a solid look and feel of what the visitor is looking for while visiting the Rockport-Fulton area.

FIND YOURSELF IN
ROCKPORT FULTON

Rockport-Fulton Chamber of Commerce
319 Broadway
Rockport, TX 78382
361-729-6445
www.rockport-fulton.org
tourism@1rockport.org

Rockport Fulton
Chamber of Commerce

UNITED STATES CHAMBER OF COMMERCE
ACCREDITED

FIND YOURSELF IN

ROCKPORT FULTON

2023 Marketing Plan

HTM
BUILDING CONNECTION

HTM Marketing Services:

- Determine goals & objectives
- Identify appropriate target audiences & geographies
- Allocate budgets by media, seasonality
- Review media proposals from all vendors
- Generate detailed plan with specific vendors to include: TV/Cable/Radio stations, OTT/CTV vendors, Print publications, Digital targeting/re-targeting, Outdoor locations, Social Media Influencers, Added Value

HTM
BUILDING CONNECTION

Media Strategy/Rationale

Target Markets

- San Antonio focus, followed by the Hill County & Central Texas
- Austin, Houston and Dallas are secondary targets

Seasonality

- Bulk of 2023 Media is launching right now (March) and will continue through August.
- Digital and Social Media have a year-long presence so we are not completely dark at any given time.

HTM
BUILDING CONNECTION

Media Strategy/Rationale

- How are we going to reach our target?
  - Texas-focused Magazines
  - San Antonio Broadcast TV, Cable, Streaming TV
  - Hill Country/New Braunfels Radio
  - Targeted Digital Banner Display
  - Mobile banner Geo-targeting
  - Digital Video Pre-Roll
  - Travel eNewsletters
  - Outdoor billboards between Dallas, Austin, San Antonio, Houston, Corpus Christi
  - Social Media Ads and promoted posts

HTM
BUILDING CONNECTION

Texas Magazines

Texas Highways Magazine

- Covers small towns, travel recommendations, road trips, food, Texas History and Culture, Events and more
- Total Circulation: 167,382

Texas Monthly

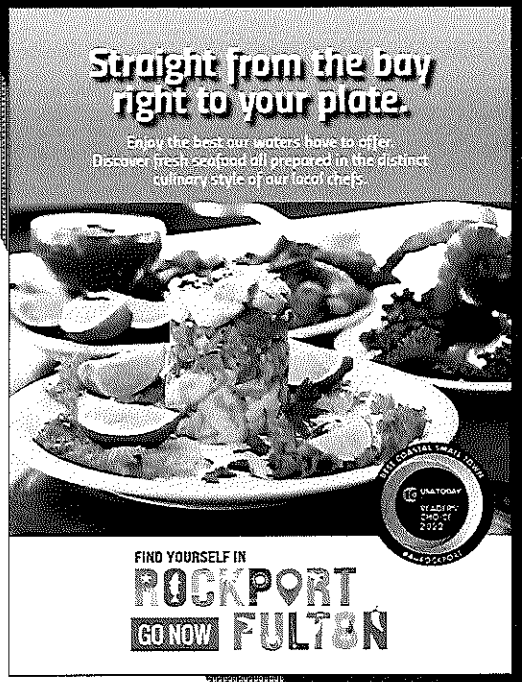
- Upscale magazine with over 2.5 million readers
- Advertise in March Spring Travel issue and June Texas Coast issue

Texas Parks & Wildlife Magazine

- Official Outdoor Magazine of Texas reaching avid outdoorsmen and women in Texas with readership of 435,000

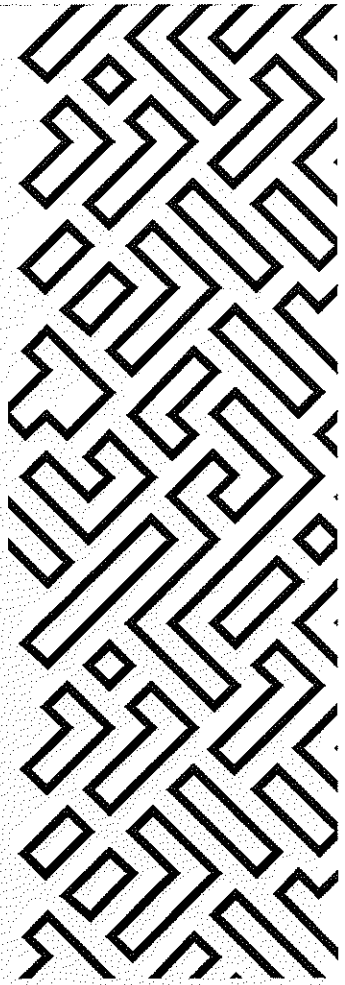
HTM
BUILDING CONNECTION

Print Creative



San Antonio Television

- Launch Broadcast TV & Cable in April
  - KENS (CBS), KSAT (ABC), WOAI (NBC) – 6,211,000 Imps
  - Spectrum Cable & AT&T U-verse Cable – 3,912,000 Imps
  - CTV/OTT Streaming TV – 520,832 Imps
- Early Morning, Mid-Day and Evening News programming
- Cable Networks: Spectrum Cable News Sponsorship, Fox News, ESPN, Food, Fox Sports, FX, Hallmark, HGTV, TBS, Golf, AMC, TNT, National Geographic



HTM
BUILDING CONNECTION

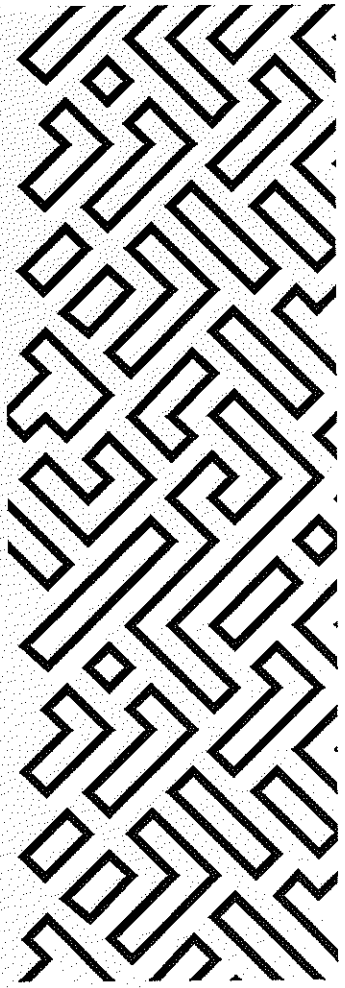
New Braunfels/Hill Country Radio

- New Braunfels population is growing, and the demographics are in line with our target visitor
  - KNBT-FM schedule + "What's Rockin' in Rockport-Fulton" weekly call-ins to run April - August
- Kerrville and the Hill Country demographics are also in line with our target visitor
  - KRNH-FM & The Patriot radio schedule to run April - August

HTM
BUILDING CONNECTION

Digital Sponsorships + eBlasts

- Digital Sponsorship Pages
  - TourTexas.com Destination Page
    - https://www.tourtexas.com/destinations/rockport-fulton
  - Go-Texas.com Destination Page
    - https://www.go-texas.com/Rockport-Fulton-Area-Chamber-of-Commerce-TX-DMO/
  - TourTexas.com eBlasts
    - Texas Road Trips monthly eNewsletter to 100,000+ opted-in subscribers
  - SA Report Dedicated eBlast
    - San Antonio online news Blog with 12,750 subscribers



HTM
BUILDING CONNECTION

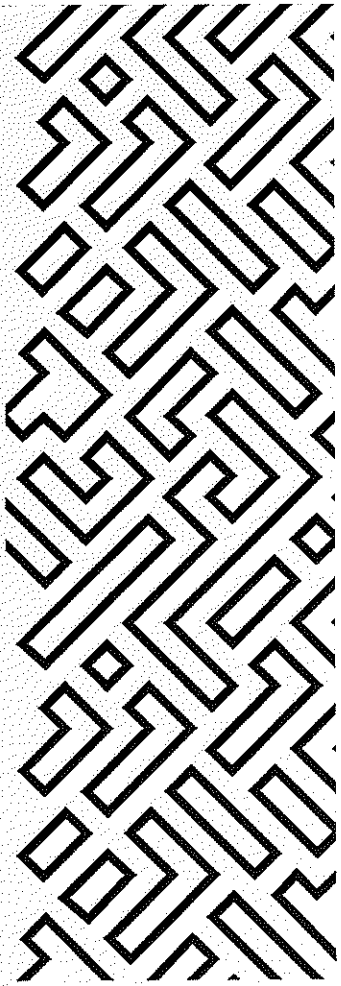
Digital Display + Video – SA, Austin, Houston

- Behavioral Targeting
  - Searches for: Travel, Beach, Fishing, etc.
- Mobile GeoTargeting
  - Target people based on places they go
  - GPS fence around location to follow visitors once they enter and leave (Corpus & Port Aransas hotels/motels, attractions)
- Site Conquesting
  - Targeting people who are actively visiting competitor or travel related websites
- Website Retargeting
- Social Marketing
  - Targeting people on social media platforms based on their behaviors and demographics
- Video Pre-Roll
- Total Impressions = 5,980,000

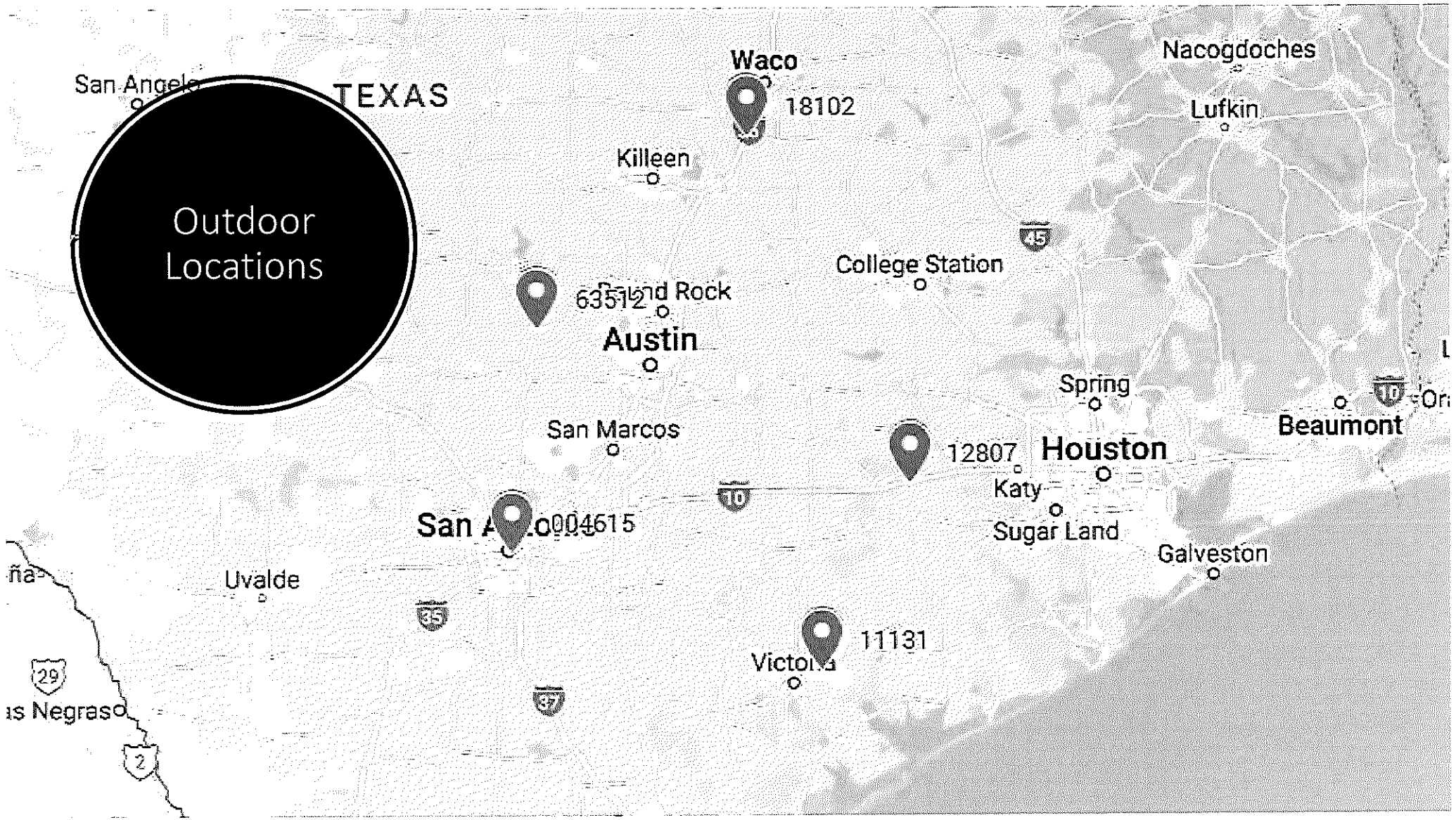
HTM
BUILDING CONNECTION

Outdoor Billboards

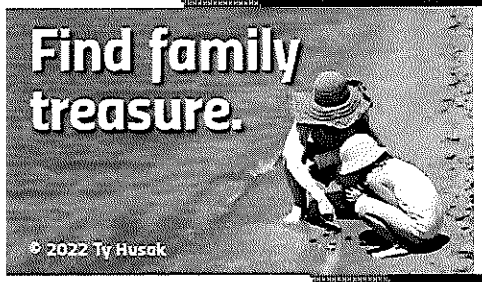
- 71% of people consciously look at Billboards while driving
- Americans spend close to 300 hours in their cars each year
- Ability to reach a large audience on a daily basis
- 5 locations across Texas, delivering 10,856,400 Impressions over 24 weeks



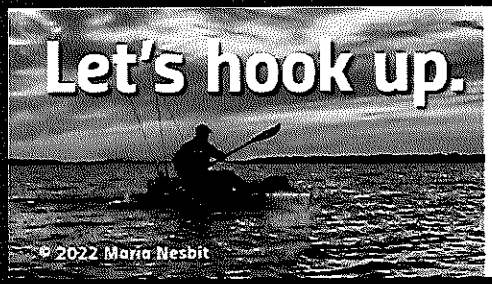
HTM
BUILDING CONNECTION


Outdoor Locations
TEXAS
San Angelo
Waco
18102
Killeen
Nacogdoches
Lufkin
College Station
Austin
San Marcos
Spring
Beaumont
Houston
12807
Katy
Sugar Land
Galveston
Uvalde
11131
Victoria
Negras
35
10
45
29
37
2

Outdoor

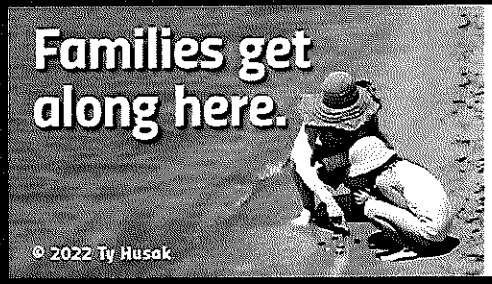


FIND YOURSELF IN
ROCKPORT FULTON
Rockport-Fulton.org



FIND YOURSELF IN
ROCKPORT FULTON
Rockport-Fulton.org

FIND YOURSELF IN
ROCKPORT FULTON
Rockport-Fulton.org



FIND YOURSELF IN
ROCKPORT FULTON
Rockport-Fulton.org

HTM
BUILDING CONNECTION

Delivery

35,305,760 Impressions

2024 Wish List

- New TV spots and print/digital Creative
- Social Media Influencers
  - Pick influencers based on their following and the type of posting they do
- OTT/CTV
  - Add markets (Austin, Houston)
  - Add more Apps such as HULU, Peacock, Paramount+, etc.
- Increase Digital Spend – add markets, more impressions
- Add money to offset 3% to 5% increase in media costs year to year

HTM
BUILDING CONNECTION

HTM

BUILDING CONNECTION

Brandon Thompson

President/COO

Brandon@helentmedia.com

210-723-8995

Stacey Schneider

Vice President of Media

Stacey@helentmedia.com

210-289-6264

HOTEL AND LODGING DATA

HISTORICAL THROUGH 4Q 2022

COMPILED FOR

FIND YOURSELF IN

ROCKPORT FULTON

Prost Marketing, Inc.
4007 McCullough Ave #510
San Antonio, TX 78212

ARANSAS COUNTY VENUE TAX COLLECTIONS: 2011 – TODAY

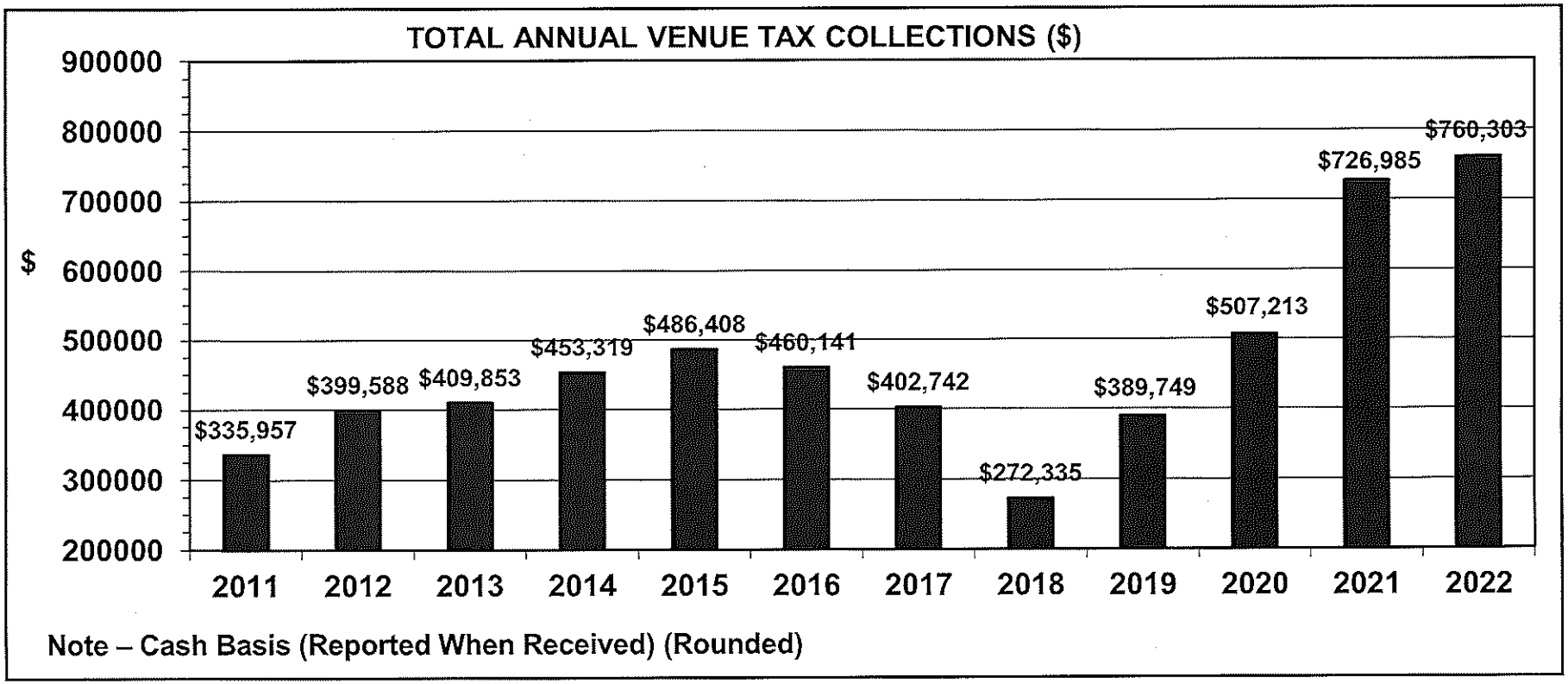
COMPILED FOR

FIND YOURSELF IN
ROCKPORT
FULTON

Prost Marketing, Inc.
4007 McCullough Ave #510
San Antonio, TX 78212

ARANSAS COUNTY
ANNUAL VENUE TAX COLLECTIONS ($)

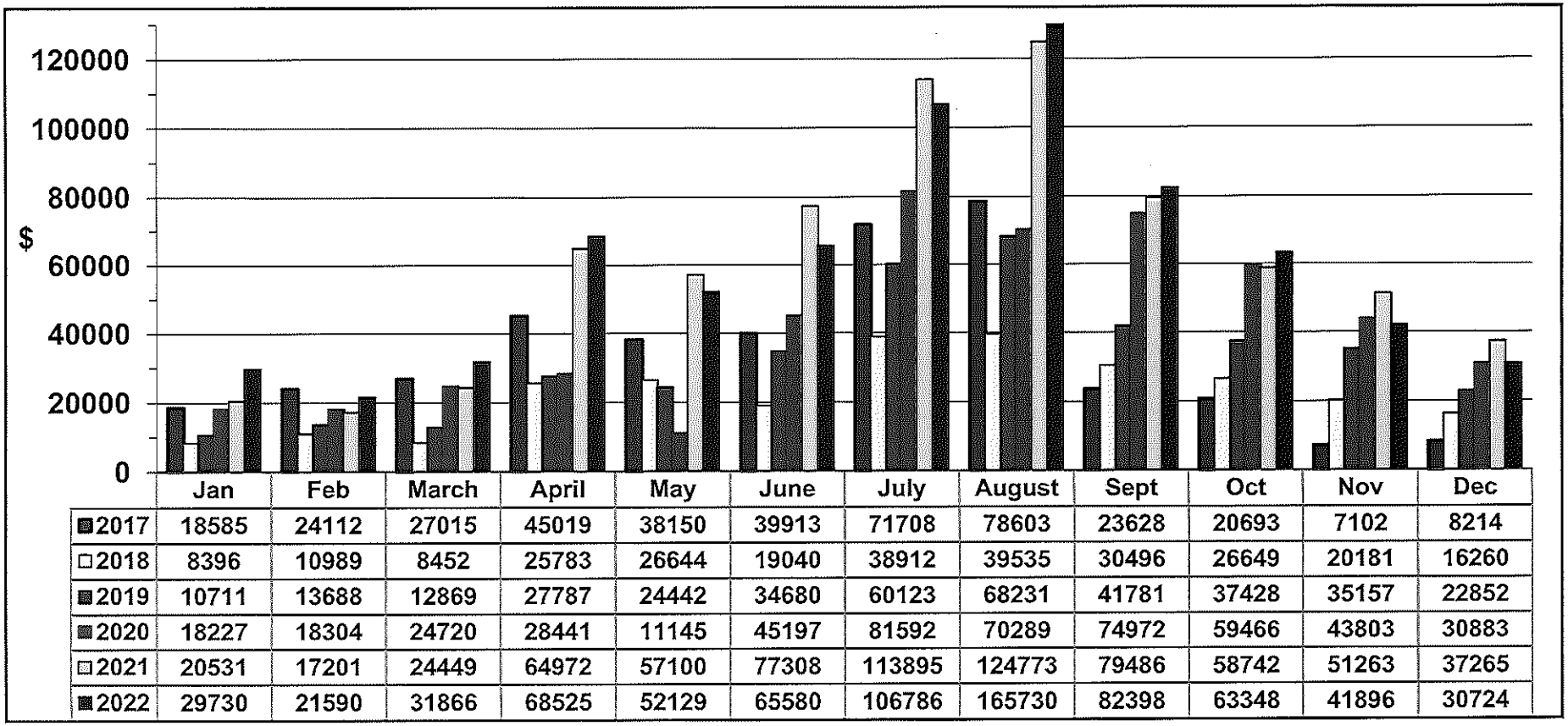
- At $760,303 for 2022, the Venue Tax is up about 4.5% over the banner year of 2021. Specifically, the continued Venue Tax increase in 2022 comes after the significant increase from just over $507K in 2020 to just almost $727K in 2021 (a 43% increase).
- Calendar year 2018 was the low point for Venue Tax Collections and since then (through 2022), the collections are up about three times the 2018 level.
- Overall, the annual Venue Tax collections are up 226% since tracking began in the base year of 2011.



SOURCE: Aransas County Treasurer Data

ARANSAS COUNTY
VENUE TAX COLLECTIONS ($) BY MONTH
FROM 2017 FORWARD

- After reporting the highest ever Venue Tax Collections during 2021, collections during the first four months of 2022, as well as August, September, and October continued with this positive trend and were higher than the comparable 2021 months. Data for the other months in 2022 was slightly below the 2021 data.



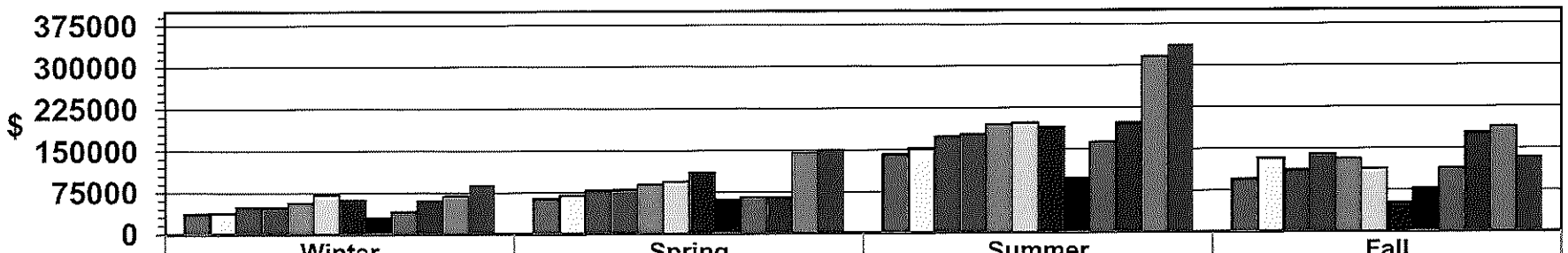
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2017	18585	24112	27015	45019	38150	39913	71708	78603	23628	20693	7102	8214
2018	8396	10989	8452	25783	26644	19040	38912	39535	30496	26649	20181	16260
2019	10711	13688	12869	27787	24442	34680	60123	68231	41781	37428	35157	22852
2020	18227	18304	24720	28441	11145	45197	81592	70289	74972	59466	43803	30883
2021	20531	17201	24449	64972	57100	77308	113895	124773	79486	58742	51263	37265
2022	29730	21590	31866	68525	52129	65580	106786	165730	82398	63348	41896	30724

SOURCE: Aransas County Treasurer (Rounded Data)

ARANSAS COUNTY VENUE TAX REVENUE BY SEASON (SOURCE: ARANSAS COUNTY)

- When the Venue Tax data is aggregated by tourism seasons, there is linear seasonal growth over time – very significantly in Summer, significantly in Spring, and gradual in Winter. The Fall data is inconsistent over time.

- Summer, Spring, and Winter seasons have grown 144% since their respective baselines when tracking began in 2011. Growth in Fall has not been as robust as the other seasons but is still up 43% over time.



	Winter	Spring	Summer	Fall
2010-11	36296	63211	141905	94880
2011-12	37213	69393	152290	133017
2012-13	48603	78089	173972	112096
2013-14	47574	79409	176888	140473
2014-15	55985	88123	194635	131854
2015-16	70827	93908	198002	114526
2016-17	61021	110184	190224	51423
2017-18	28599	60879	97487	77316
2018-19	40659	65098	163034	114366
2019-20	59383	64306	197078	178241
2020-21	68615	146521	315976	189491
2021-22	88575	152520	338096	135968

Winter = December – January – February
Spring = March – April - May

Summer = June – July – August
Fall = September – October – November

RENTABLE ROOMS IN ARANSAS COUNTY

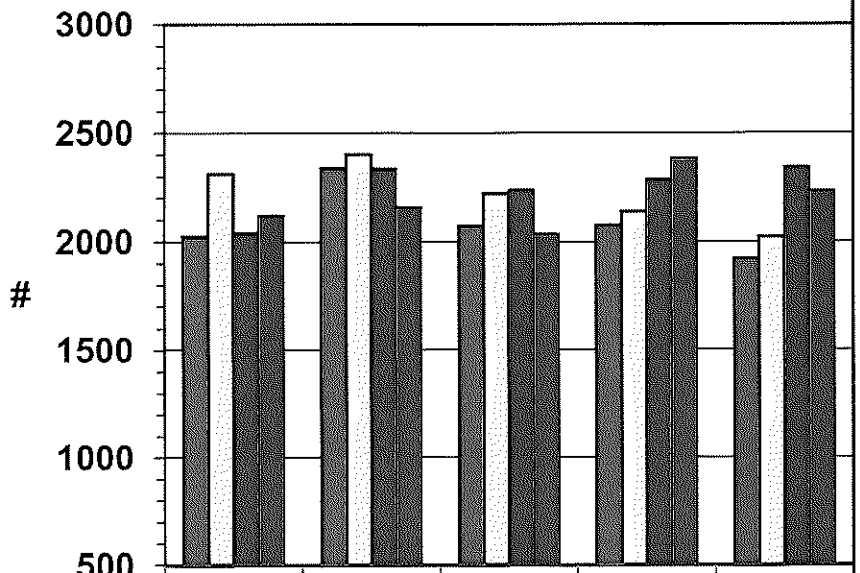
COMPTROLLER HOT DATABASE

Prost Marketing, Inc.
4007 McCullough Ave #510
San Antonio, TX 78212

NUMBER OF OVERNIGHT ROOMS ON COMPTROLLER HOTEL OCCUPANCY TAX BASE LIST

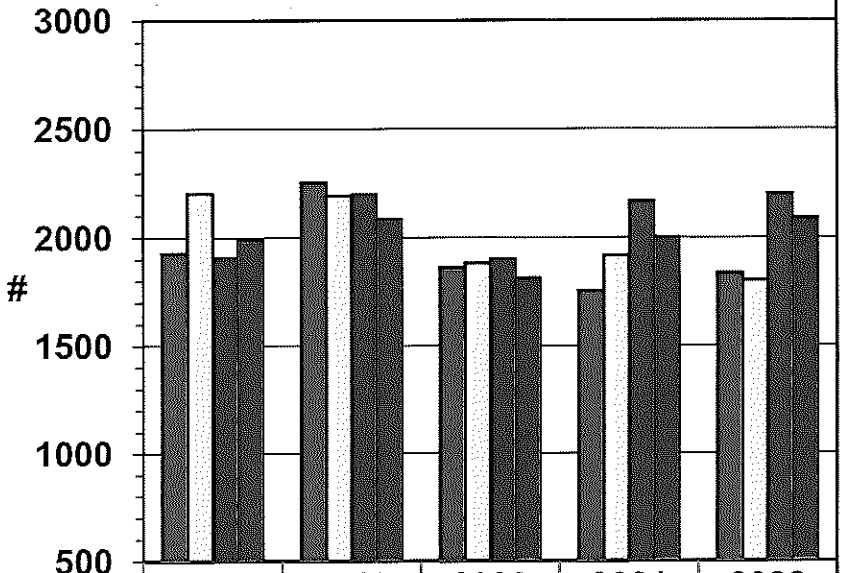
- The following are the number of "hotel rooms" contained within the Comptroller tax base (which collects/reports the Hotel Occupancy Tax.)
- (Note – the number of rooms reflects an average of the quarterly months, as the actual number of rooms reported fluctuate on a monthly basis.)

of Aransas County Rooms



	2018	2019	2020	2021	2022
1Q	2024	2341	2072	2075	1920
2Q	2312	2405	2221	2139	2021
3Q	2042	2339	2238	2287	2344
4Q	2123	2160	2034	2386	2233

Of Rockport – Fulton Rooms



	2018	2019	2020	2021	2022
1Q	1928	2256	1861	1755	1835
2Q	2204	2194	1883	1919	1802
3Q	1908	2201	1903	2169	2204
4Q	1988	2084	1814	2003	2092

ROCKPORT-FULTON: KEY FACILITIES 2022

# OF ROOMS REPORTED TO COMPTROLLER	
Rockport RV Resorts	314
VACASA LLC	314
TXRP (Individual Properties)	195
Rockport Escapes	137
Key Allegro Coastal/Condos/Homes	111
Fairfield Inn and Suites	87
Fulton Lodge	79
Surestay Rockport	79
Lighthouse Inn at Aransas Bay	78
Hampton Inn - Rockport	75
La Quinta	72
Key Allegro Real Estate	70
Holiday Inn Express	67
Quality Inn	62
Motel 6	49
Day's Inn By Wyndam	50
Sandollar Resort	49
Hunt's Castle	48
Inn at Fulton Harbor	44
Pelecan Inc	44
RAHI Motel & Cottages 1	40
RAHI Motel & Cottages II	40
Pelican Bay Resort Inc	30
Bayfront Cottages	29
Blue Wave Inn	28
Sea View Motel	26
Village Inn	26
Rockport Escapes	20
Sandra Bay Cottages	19
Port Aransas Escapes	19
The Drifters Resort	19
The Last Resort	18
Vacation Rental Management	16
Horizon Cottages	16
Rod & Reel Motel	12
Sunset Inn	12
Holiday Inn Motel	12
Shivan (Pelican) Reef Motel	11
Y Not Get Away	9
Allegro North Condos	9
Tweedy Cabins; Donell RV Park, Horizon	<10 Ea.

Note: From the Texas Comptroller Database. Not all entities report each month.
There are several hundred listings with less than 10 rooms, including individual listings.

CITIES OF ROCKPORT-FULTON

HOTEL AND LODGING

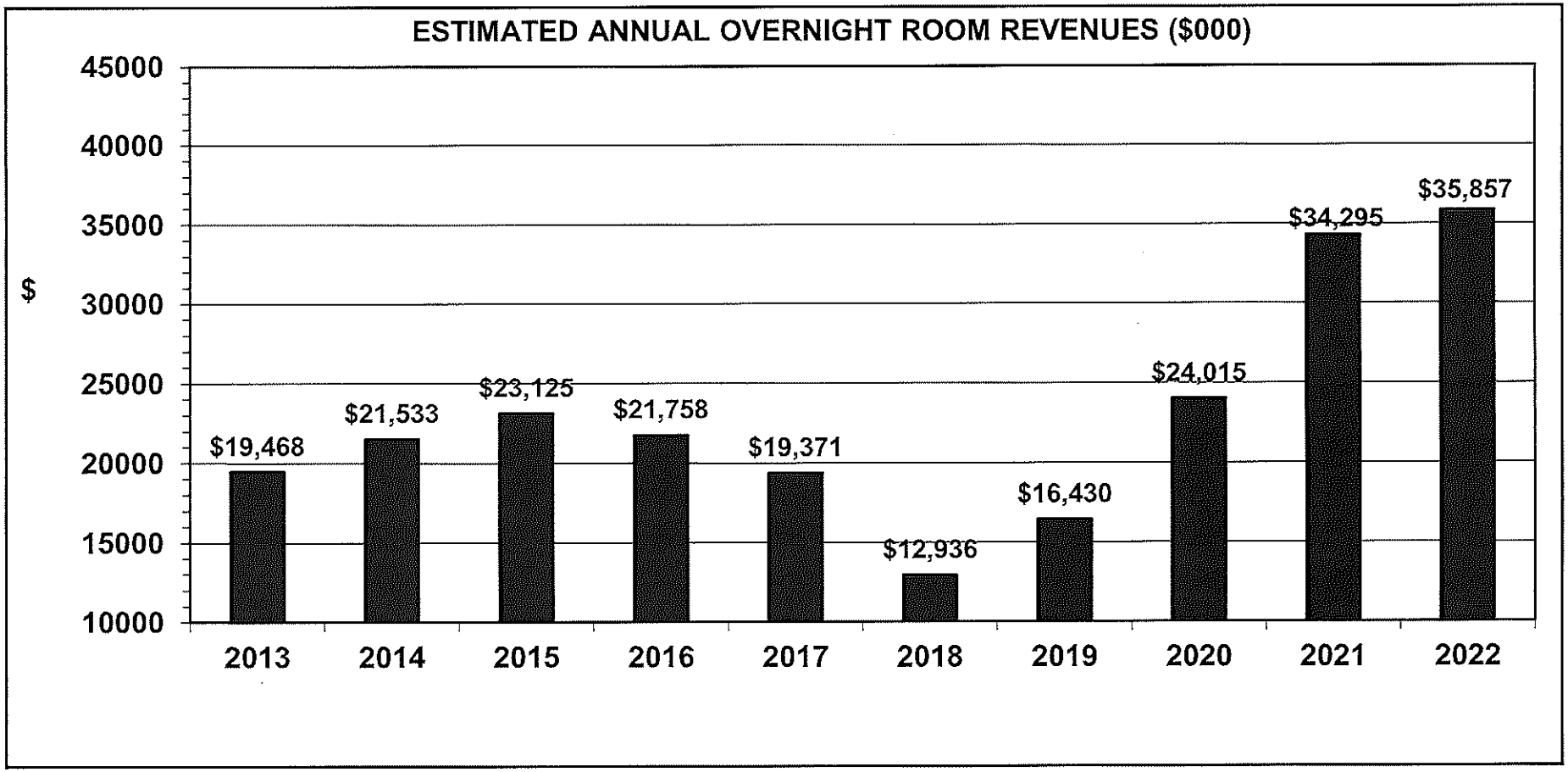
QUARTERLY AND ANNUAL

HISTORICAL THROUGH TODAY

Prost Marketing, Inc.
4007 McCullough Ave #510
San Antonio, TX 78212

CITIES OF ROCKPORT - FULTON
ESTIMATE ANNUAL OVERNIGHT ROOM REVENUES ($000)

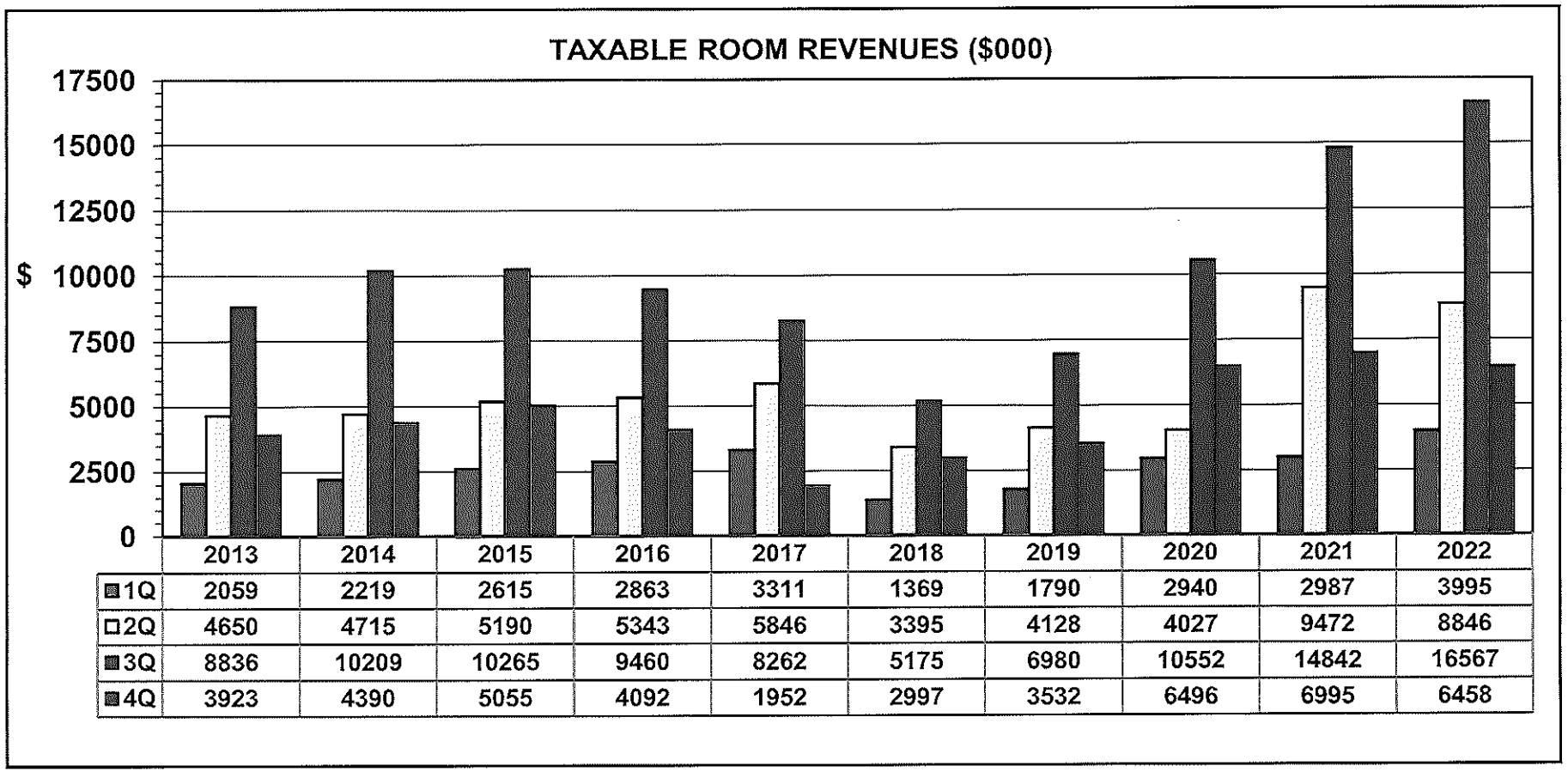
- Overnight Room Revenues in the Cities of Rockport and Fulton reached the bellwether level estimated at almost $36 Million in 2022. The calculates into about a 4.6% increase in Room Revenues versus 2021.



SOURCE: Interpolation of Aransas County Treasurer, Texas Comptroller, and Source Strategies Data

CITIES OF ROCKPORT-FULTON
ROOM REVENUES BY QUARTER ($000)

- When the annual Room Revenue data for the Cities of Rockport and Fulton is analyzed by quarter – 1st and 3rd quarterly data continued increasing versus 2021.
- 2Q and 4Q 2022 data was a little soft as compared to 2021.

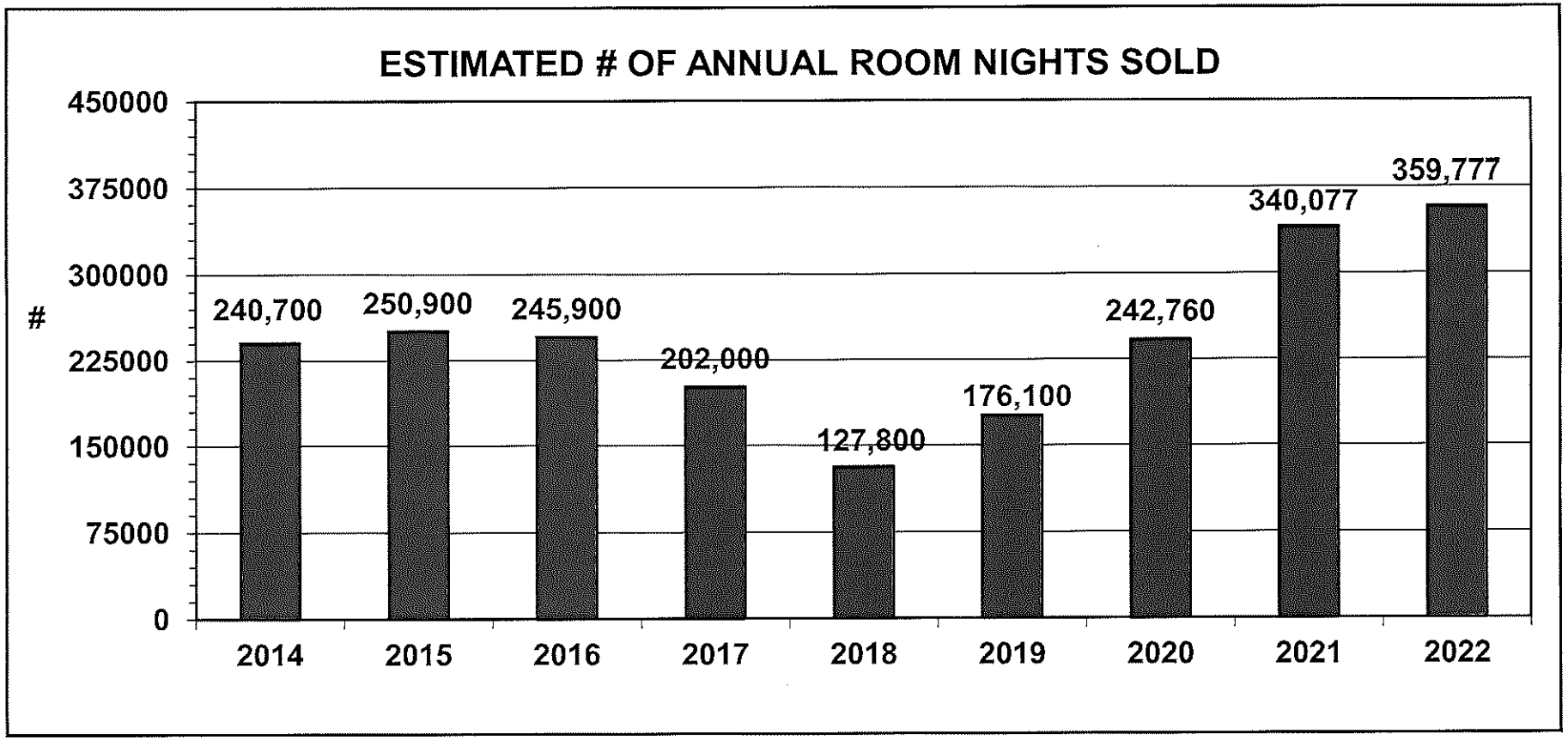


	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
1Q	2059	2219	2615	2863	3311	1369	1790	2940	2987	3995
2Q	4650	4715	5190	5343	5846	3395	4128	4027	9472	8846
3Q	8836	10209	10265	9460	8262	5175	6980	10552	14842	16567
4Q	3923	4390	5055	4092	1952	2997	3532	6496	6995	6458

Source: Interpolation of Texas State Comptroller, Aransas County, and Source Strategies Data

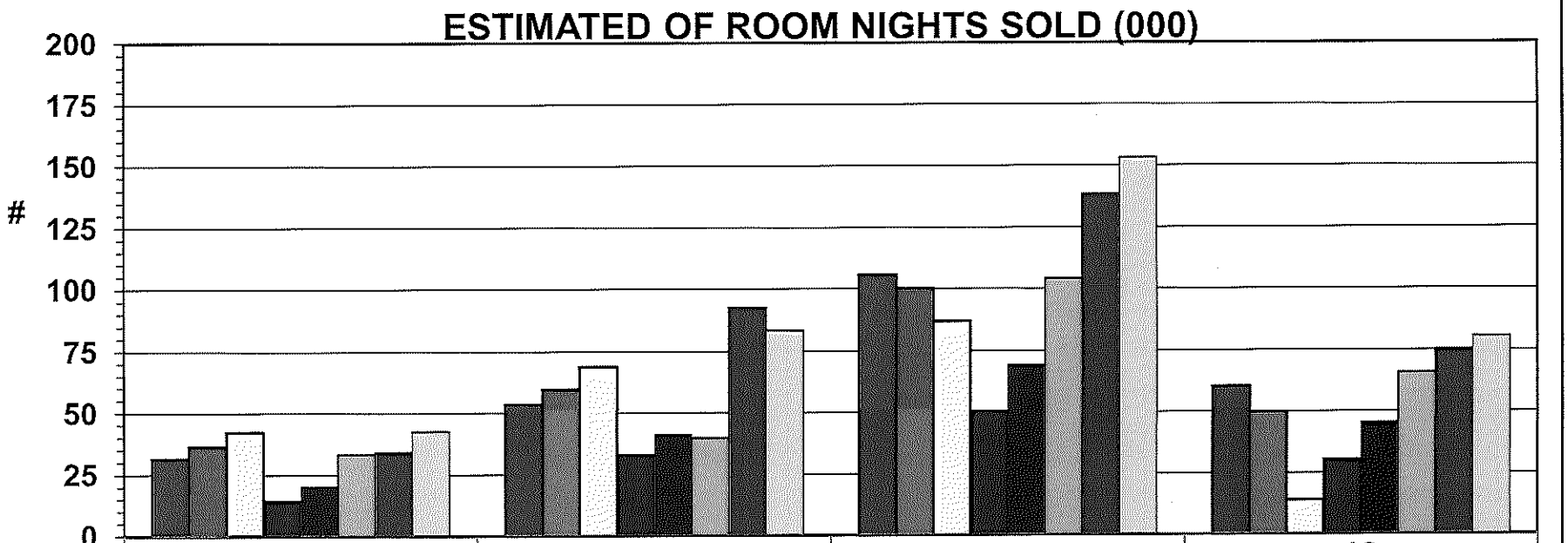
CITIES OF ROCKPORT-FULTON
ESTIMATED ANNUAL ROOM NIGHTS SOLD

- The estimated Room Nights Sold (RNS) for 2022 (359,777) shows nearly a 6% increase from the 2021 RNS of 340,077 rooms.



SOURCE: Interpolation of Texas State Comptroller, Aransas County, and Source Strategies Data

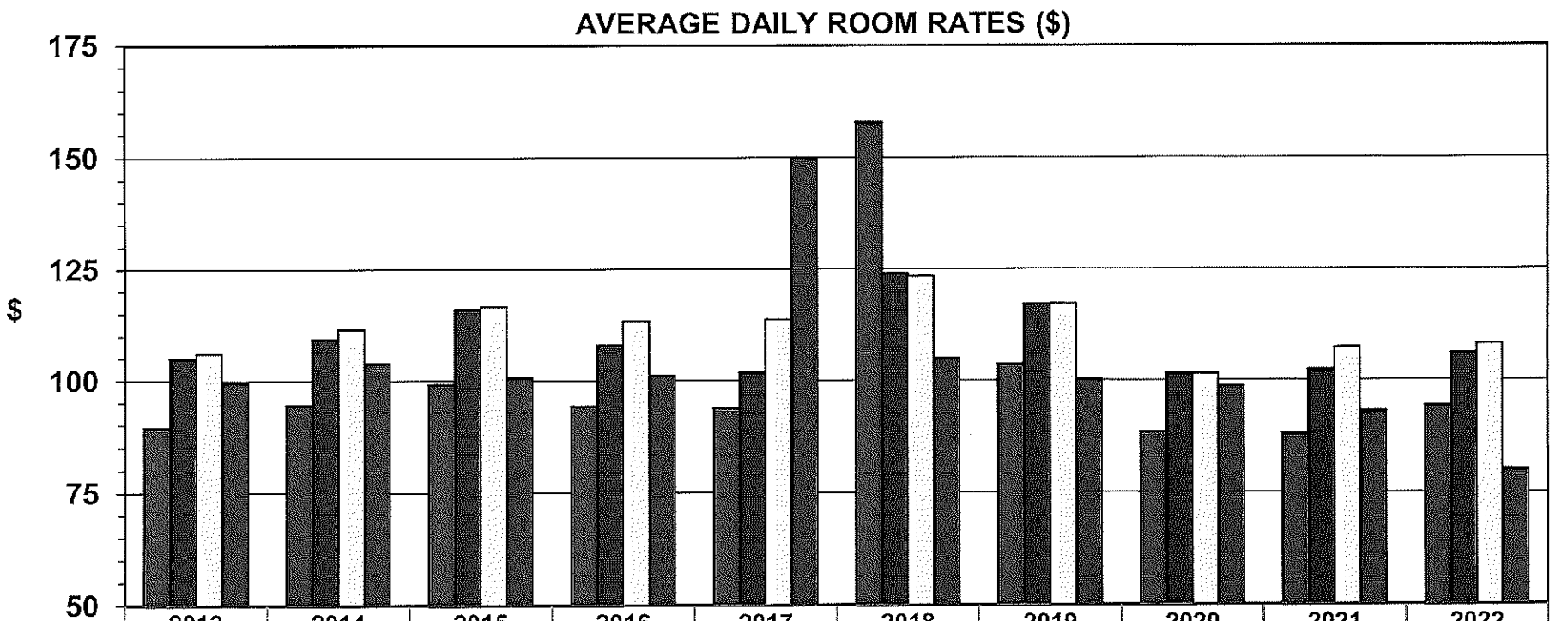
CITIES OF ROCKPORT-FULTON
ESTIMATED ROOM NIGHTS SOLD BY QUARTER (000)



	1Q	2Q	3Q	4Q
2015	31.6	53.5	105.6	60.2
2016	36.4	59.5	100.2	49.8
2017	42.3	68.9	87.1	13.7
2018	14.4	32.8	50.3	30.3
2019	20.5	41.4	69.5	45.7
2020	33.2	39.7	104.0	65.9
2021	34.0	92.6	138.3	75.2
2022	42.5	83.5	153.2	80.6

SOURCE: Interpolation of Texas State Comptroller, Aransas County, and Source Strategies Data

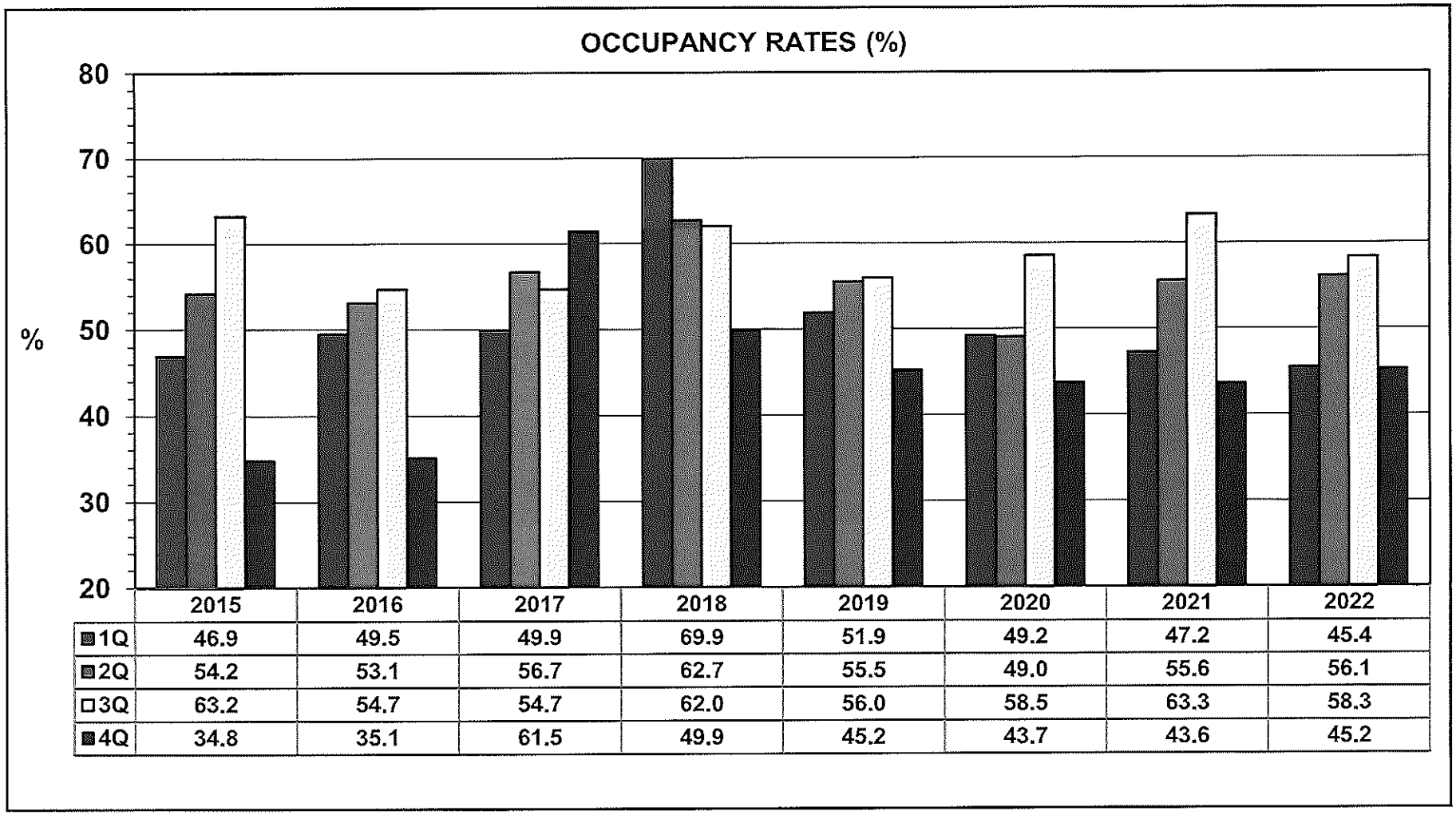
CITIES OF ROCKPORT-FULTON
AVERAGE DAILY ROOM RATES BY QUARTER
(BASED ON 800-1000 ROOMS IN LARGEST HOTEL/MOTELS)



	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
1Q	89.46	94.49	99.15	94.27	93.83	157.81	103.65	88.33	87.91	94.08
2Q	104.89	109.32	115.95	107.85	101.81	124.03	117.14	101.45	102.31	105.95
3Q	106.05	111.58	116.65	113.33	113.76	123.41	117.28	101.50	107.29	108.09
4Q	99.57	103.93	100.72	101.08	150.06	104.92	100.28	98.58	93.03	80.09

SOURCE: Interpolation of Texas State Comptroller, Aransas County, and Source Strategies Data

CITIES OF ROCKPORT-FULTON
OCCUPANCY RATES BY QUARTER
(800-1000 ROOMS IN LARGEST PROPERTIES)



	2015	2016	2017	2018	2019	2020	2021	2022
1Q	46.9	49.5	49.9	69.9	51.9	49.2	47.2	45.4
2Q	54.2	53.1	56.7	62.7	55.5	49.0	55.6	56.1
3Q	63.2	54.7	54.7	62.0	56.0	58.5	63.3	58.3
4Q	34.8	35.1	61.5	49.9	45.2	43.7	43.6	45.2

SOURCE: Interpolation of Texas State Comptroller, Aransas County, and Source Strategies Data

ANALYTICS, DIGITAL, ONLINE, FACEBOOK, GOOGLE MY BUSINESS 2022 REPORT

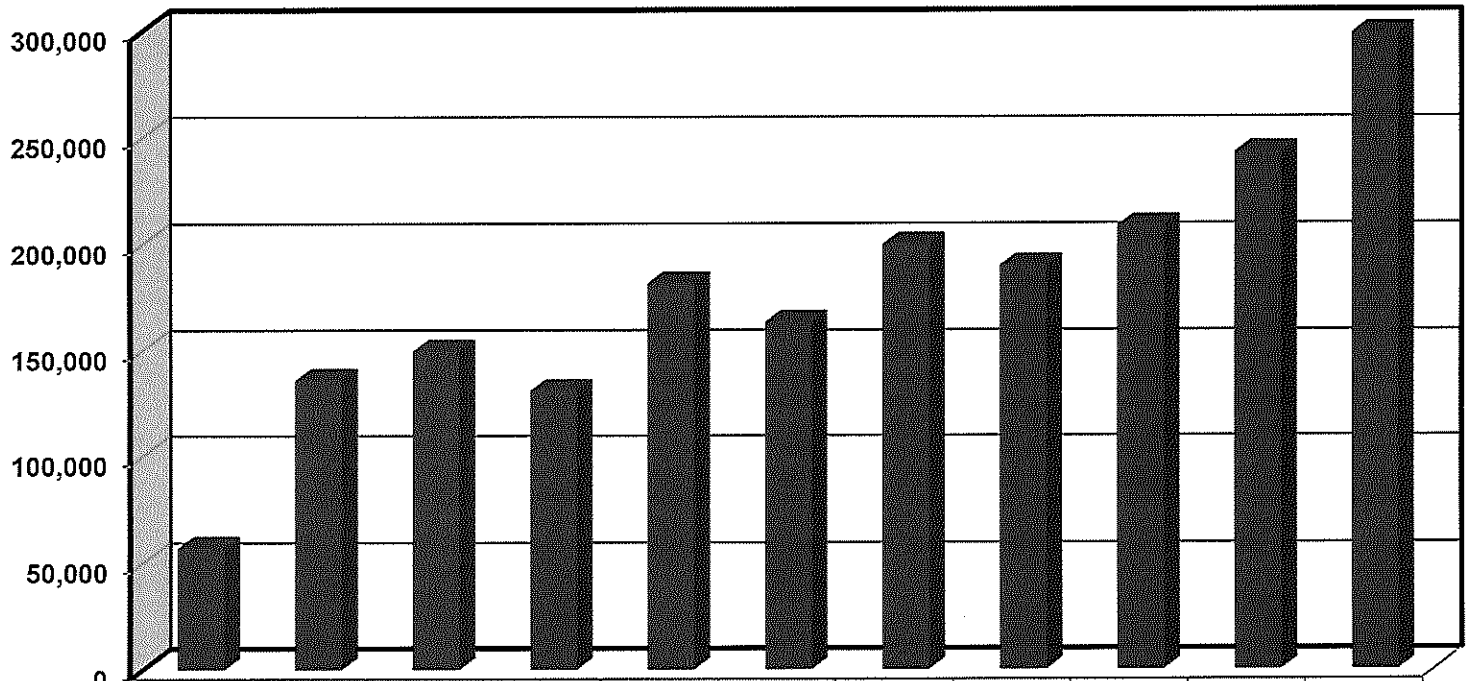
FIND YOURSELF IN ROCKPORT FULTON

PROST MARKETING INC
4007 McCULLOUGH AVE #510
SAN ANTONIO, TEXAS 78212
(210-415-0981)
debbie@prostmarketing.com

FY ANNUAL TRENDS
ROCKPORT – FULTON WEBSITE PAGE VISITS

The graph below tracks annual visits to the Rockport – Fulton website. Website growth has continued an upward trajectory over time. FY 2022 page visits totaled at 298,875, a 23% increase from the previous Chamber Fiscal Year.

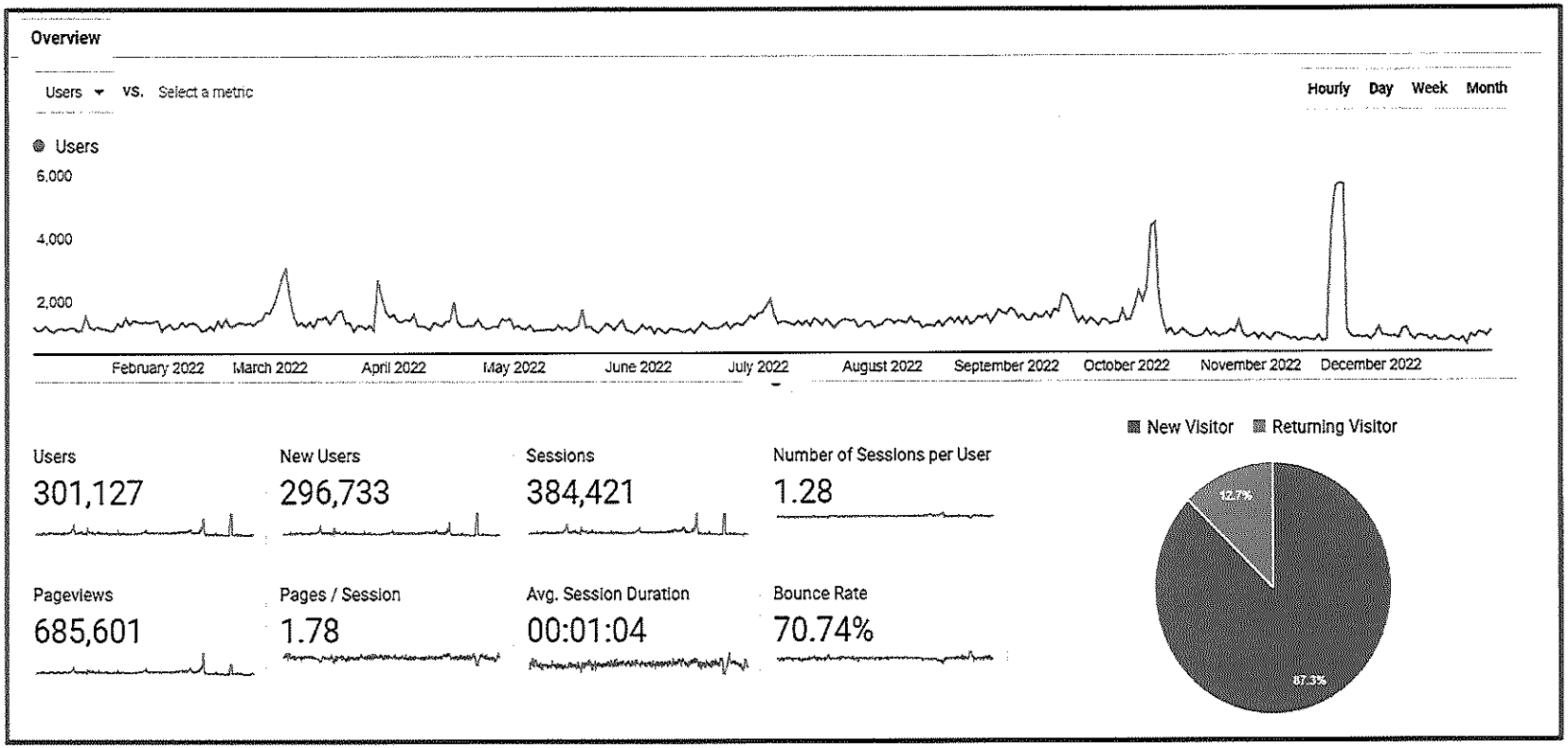
Annual R-F Chamber Fiscal Year Website Visit Trends



	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Website Visits	57,434	136,333	150,015	131,509	181,962	163,702	200,127	190,266	208,776	243,234	298,875

JANUARY 2022 – DECEMBER 2022
WEB USERS

For all of 2022, web visits are just over 301,000, about a 14% increase over 2021. New visitors continue to account for 88% of web visitation.

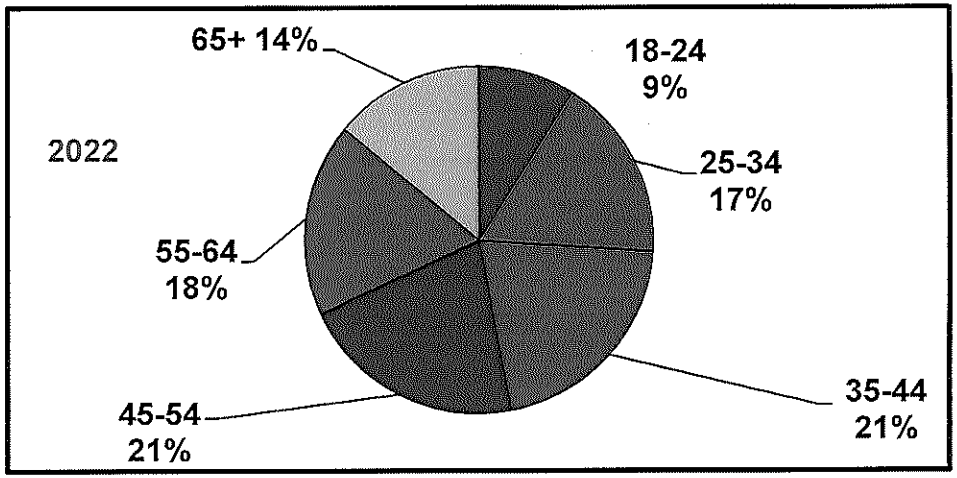


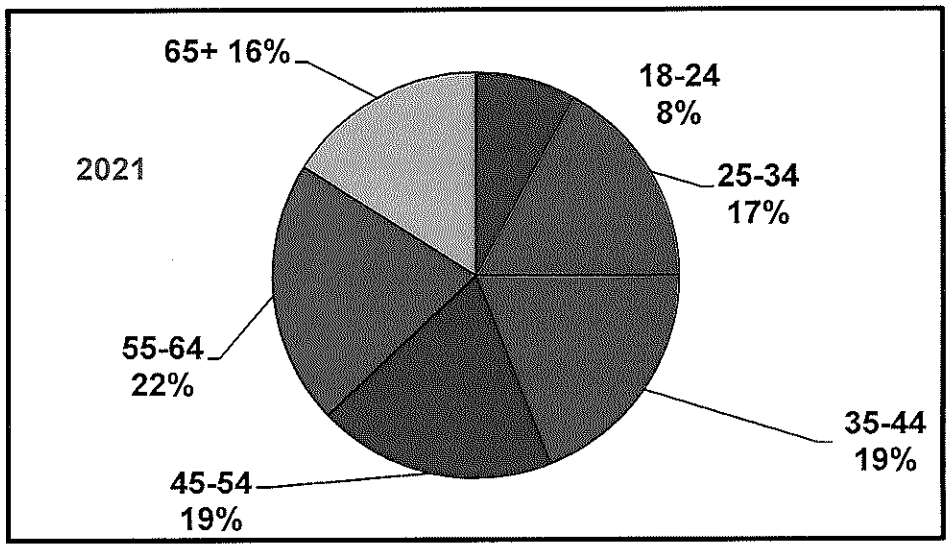
GOOGLE ANALYTICS: AGE COHORTS OF WEB VISITORS – 2021 & 2022

Age Demos are reported on over 21,000 web users during the first 6 months of 2022. The 35-54 cohorts segment continues to increase vs. 2021 and 2020.

AGE DISTRIBUTION - 2022:

- PRIMARY:
  - Cohorts Age 55-64 (18%)
  - Cohorts Age 45-54 (21%)
  - Cohorts Age 35-44 (21%)
- SECONDARY - 2022:
  - Cohorts Age 25-34 (17%)
  - Cohorts Age 65+ (14%)
- Aggregate Groups 2022 :
  - Age 55+ (32%)
  - Age 35-54 (42%)
  - Age 18-34 (25%)
- Aggregate Groups 2021:
  - Age 55+ (38%)
  - Age 35-54 (36%)
  - Age 18-34 (25%)





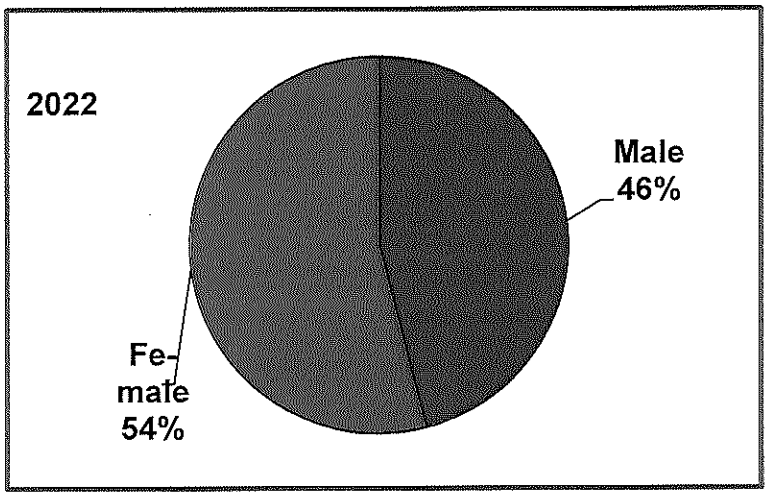
GOOGLE ANALYTICS
GENDER OF WEB VISITORS – 2021 & 2022

Gender Demos are reported on almost 25,000 combined users from Jan 2022 – June 2022.

GENDER DISTRIBUTION - 2022:

- PRIMARY: 54% Female
- SECONDARY: 46% Male

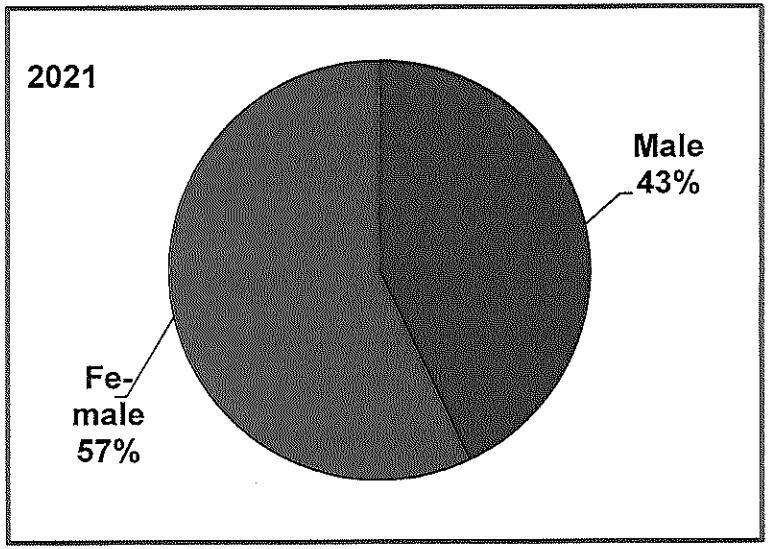
The gender ratio remained about the same in early 2022 vs. 2021.



GENDER DISTRIBUTION - 2021:

- PRIMARY: 57% Female
- SECONDARY: 43% Male

The percentage of females increased a few points from the previous year.



GOOGLE ANALYTICS – AFFINITY CATEGORIES
JAN 2022 – DEC 2022

Primary Interests

		49,561 % of Total: 16.46% (301,127)	
1.	Food & Dining/Cooking Enthusiasts/30 Minute Chefs	**30,524**	(4.22%)
2.	Lifestyles & Hobbies/Pet Lovers	**24,951**	(3.45%)
3.	Food & Dining/Fast Food Cravers	**22,451**	(3.10%)
4.	Shoppers/Value Shoppers	**21,440**	(2.96%)
5.	Banking & Finance/Avid Investors	**19,415**	(2.68%)
6.	Lifestyles & Hobbies/Business Professionals	**19,166**	(2.65%)
7.	Lifestyles & Hobbies/Outdoor Enthusiasts	**18,829**	(2.60%)
8.	Shoppers/Bargain Hunters	**18,741**	(2.59%)
9.	Home & Garden/Do-It-Yourselfers	**18,735**	(2.59%)
10.	Media & Entertainment/TV Lovers	**18,582**	(2.57%)
11.	News & Politics/Avid News Readers	**18,347**	(2.53%)

Secondary Interests

12.	Lifestyles & Hobbies/Family-Focused	**17,845**	(2.46%)
13.	Sports & Fitness/Sports Fans	**17,326**	(2.39%)
14.	Beauty & Wellness/Frequently Visits Salons	**16,788**	(2.32%)
15.	Travel/Travel Buffs	**16,604**	(2.29%)
16.	Media & Entertainment/Movie Lovers	**16,518**	(2.28%)
17.	Media & Entertainment/Book Lovers	**16,204**	(2.24%)
18.	Media & Entertainment/Music Lovers	**15,736**	(2.17%)
19.	Shoppers/Shopping Enthusiasts	**15,439**	(2.13%)
20.	Lifestyles & Hobbies/Shutterbugs	**15,321**	(2.12%)
21.	Food & Dining/Foodies	**14,165**	(1.96%)
22.	Beauty & Wellness/Beauty Mavens	**13,502**	(1.86%)
23.	Sports & Fitness/Health & Fitness Buffs	**13,415**	(1.85%)
24.	Vehicles & Transportation/Auto Enthusiasts	**13,092**	(1.81%)
25.	Technology/Technophiles	**12,755**	(1.76%)

GOOGLE ANALYTICS – GEOGRAPHY
JAN 2022 – DEC 2022 (BASE = 301,127 WEB VISITORS)

- 87% of the 2022 web visitors to the Rockport –Fulton website are the from US:
  - 54% are from Texas
  - The next highest states are Kansas, Maryland, Illinois, Virginia, California, North Carolina, Florida
  - Following those are NY, Ohio, Oklahoma, Penn, Missouri and Minnesota
- About 6% of web visitors originate from the UK, 2.5% from China and a little less than 2% from India.
- Less than about a half a percent originate from each of Canada, Japan, Mexico, Ireland, and the Netherlands

		258,972 % of Total: 86.00% (301,127)
1.	Texas	145,857 (54.12%)
2.	Kansas	14,899 (5.53%)
3.	Maryland	10,167 (3.77%)
4.	Illinois	9,916 (3.68%)
5.	Virginia	7,991 (2.97%)
6.	California	7,720 (2.86%)
7.	North Carolina	7,417 (2.75%)
8.	Florida	7,407 (2.75%)
9.	(not set)	7,269 (2.70%)
10.	New York	4,407 (1.64%)
11.	Ohio	3,290 (1.22%)
12.	Oklahoma	2,854 (1.06%)
13.	Pennsylvania	2,422 (0.90%)
14.	Missouri	2,316 (0.86%)
15.	Minnesota	2,297 (0.85%)

GOOGLE ANALYTICS – TEXAS DRILL DOWN 2022 (145,857 WEB VISITORS)

		145,857 % of Total: 48.44% (301,127)
1.	Austin	**26,279** (17.01%)
2.	Houston	**20,891** (13.52%)
3.	Dallas	**18,699** (12.10%)
4.	Rockport	**17,000** (11.00%)
5.	San Antonio	**14,433** (9.34%)
6.	Corpus Christi	**7,510** (4.86%)
7.	Aransas Pass	**3,592** (2.32%)
8.	(not set)	**3,064** (1.98%)
9.	Portland	**2,602** (1.68%)
10.	Fort Worth	**1,000** (0.65%)
11.	New Braunfels	**986** (0.64%)
12.	Round Rock	**931** (0.60%)
13.	Victoria	**912** (0.59%)
14.	Georgetown	**875** (0.57%)
15.	Cypress	**812** (0.53%)

- **Website visitors primarily originate from Austin/Round Rock/Georgetown, Houston/Victoria, Dallas, the Rockport and San Antonio/New Braunfels areas**

JANUARY 2022 – DECEMBER 2022
TOP R-F WEBSITE SOURCES – MEDIUMS (301,127)

1.	(direct) / (none)	**104,034**	(33.08%)
2.	google / organic	**98,731**	(31.40%)
3.	eastads.simpli.fi / referral	**18,721**	(5.95%)
4.	adspreview.simpli.fi / referral	**17,588**	(5.59%)
5.	pdd_marin / social	**14,796**	(4.70%)
6.	members.rockport-fulton.org / referral	**11,217**	(3.57%)
7.	m.facebook.com / referral	**5,718**	(1.82%)
8.	westads.simpli.fi / referral	**5,004**	(1.59%)
9.	bs.serving-sys.com / referral	**4,635**	(1.47%)
10.	yahoo / organic	**3,944**	(1.25%)
11.	bing / organic	**3,909**	(1.24%)
12.	ads.simpli.fi / referral	**3,774**	(1.20%)
13.	l.facebook.com / referral	**3,288**	(1.05%)
14.	duckduckgo / organic	**2,240**	(0.71%)
15.	centralads.simpli.fi / referral	**2,137**	(0.68%)

- **The highest source/mediums providing traffic to the Rockport – Fulton website (after organic and search engines) are the social media and display campaigns**

DIGITAL CAMPAIGN ANALYTICS

DIGITAL/ONLINE REPORT
JANUARY 2022 – DECEMBER 2022

- Between Jan and August 2022, the digital/online campaign achieved over 11 million impressions; up from 8,000,000 the year before:
  - Clicks totaled 34,367 with a CTR of . 31%
  - There were about another nearly 7500 consumer actions resulting in an overall click/engagement rate of almost .40% over the course of the year

- Additionally, the campaign overdelivered on impressions by 66%, as 6.7 million impressions had been budgeted and about 11.08 million were achieved. This equates to about $30,000 in value-added exposure

	Jan 22	Feb 22	March 22	Apr 22	May 22	June 22	July 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22	Total 2022
Budget ($)	6,000	8,500	8,500	8,500	8,500	8,500	8,500	6,000	4500	4500	4500	4500	81,000
Impressions	1,338,931	1,123,738	1,276,315	1,174,939	969,456	870,722	932,352	798,474	582,495	607,238	716,573	690,753	11,082,006
Clicks	4850	3620	4707	3965	2806	2014	2362	920	1276	2,508	2729	2610	34,367
CTR (%)	.36	.32	.37	.34	.29	.23	.25	.12	.22	.41	.38	.38	.31
Consumer Actions	1522	1112	1387	1146	490	406	340	155	226	264	211	150	7,409
Estimated # Seeing Ad	117,967	99,088	112,451	103,519	85,415	76,716	82,146	70,350	48,541	50,603	59,214	57,563	963,573
Total Click Rate* (%)	.48	.42	.48	.44	.34	.28	.29	.13	.26	.46	.41	.40	.38

DISPLAY GEOGRAPHIC TRACKING
JANUARY 2022 – DECEMBER 2022

- Overall, in 2022, the display tactic achieved almost 12,000 clicks from San Antonio, 10,000 from Houston and 12,735 from Austin on just almost 9 million impressions.
- This equates into nearly a .4% Click Thru Rate. All three markets performed well.

	Jan 22	Feb 22	March 22	Apr 22	May 22	June 22	July 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22	Total 2022
San Antonio													
Impressions (000)	358.5	322.5	372.3	358.0	278.7	358.0	281.4	192.8	174.0	174.1	225.2	188.7	3,284.2
Clicks	1402	1137	1382	1273	913	1273	883	569	429	779	926	839	11,805
CTR (%)	.39	.35	.37	.36	.33	.36	.31	.30	.25	.45	.41	.44	.36
AUSTIN													
Impressions (000)	250.6	231.4	267.8	253.3	210.4	253.3	190.1	145.5	91.7	170.0	210.3	236.8	2,286.2
Clicks	1195	894	1180	972	754	972	482	565	261	788	813	798	9674
CTR (%)	.48	.39	.44	.38	.36	.38	.25	.39	.28	.46	.39	.34	.42
HOUSTON													
Impressions (000)	534.4	383.9	434.5	373.2	290.4	373.2	273.5	161.2	174.8	160.8	173.6	161.9	3,515.2
Clicks	1985	1331	1789	1439	847	1439	807	215	388	783	864	848	12,735
CTR(%)	.37	.35	.41	.39	.29	.39	.30	.13	.22	.49	.50	.52	.36

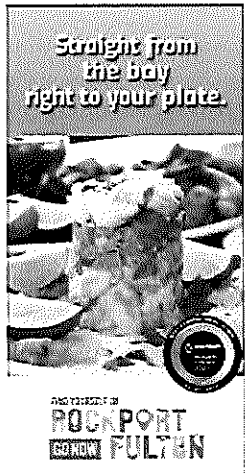
SOCIAL ENGAGEMENT
JANUARY 2022 – DECEMBER 2022

- Overall, the social campaign achieved 26,228 engagements during 2022. Almost 2 in 3 consumers clicked the link to find out more and/or engage.

- Among those clicking, 28% posted a reaction, and 17% of those made a comment (net to 5% of clicks).

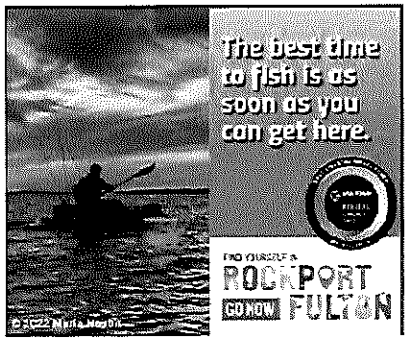
	Jan 22	Feb 22	March 22	Apr 22	May 22	June 22	July 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22	Total 2022
Engagements	5300	3700	4209	3554	1700	1388	1460	1400	844	1034	986	653	26,228
Link Clicks	4031	2746	3073	2606	1499	1191	1305	1285	756	813	823	564	17,092
Reactions	1145	780	916	781	243	165	125	129	77	200	140	77	4,778
Comments/Posts Saves/Etc.	206	115	175	167	35	26	25	19	11	21	23	12	835

AD PERFORMANCE IS EXCELLENT



People were most likely to engage in our 300x600 Seafood ad for the month of March.

March 2022



In the month of April, people engaged in our 320x50 Fishing ad the most.

April 2022

Creative Performance

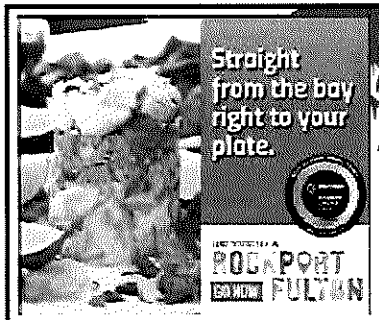
June 2022

During our campaign, people were mostly likely to engage in our 320x50 ad size for the month of June.

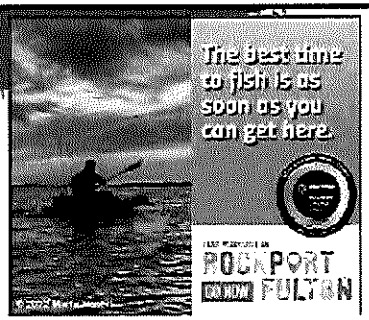
For the month of July, our large horizontal 728x90 ad size performed the best.

July 2022

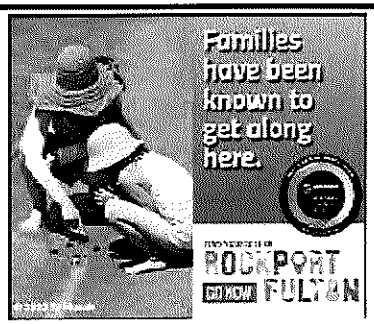
AD PERFORMANCE – HIGH CTRs



300x250 Sample
2.53 CTR

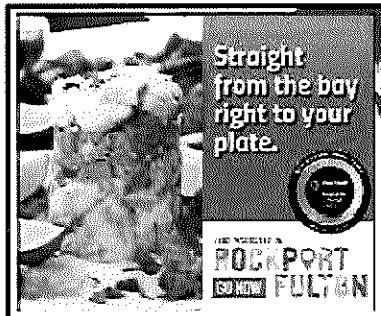


300x250 Sample
2.24 CTR

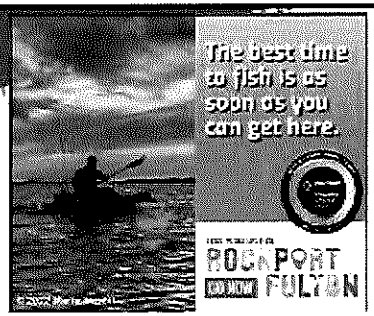


300x250 Sample
4.08 CTR

October and November 2022



300x250 Sample
6.74 CTR

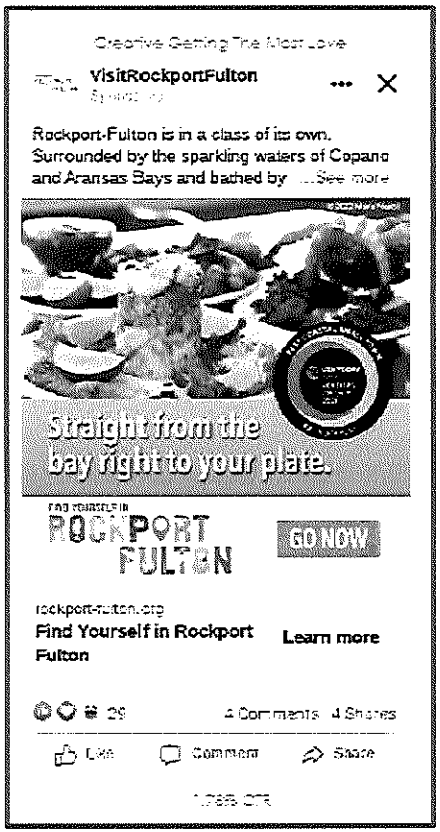


300x250 Sample
3.79 CTR

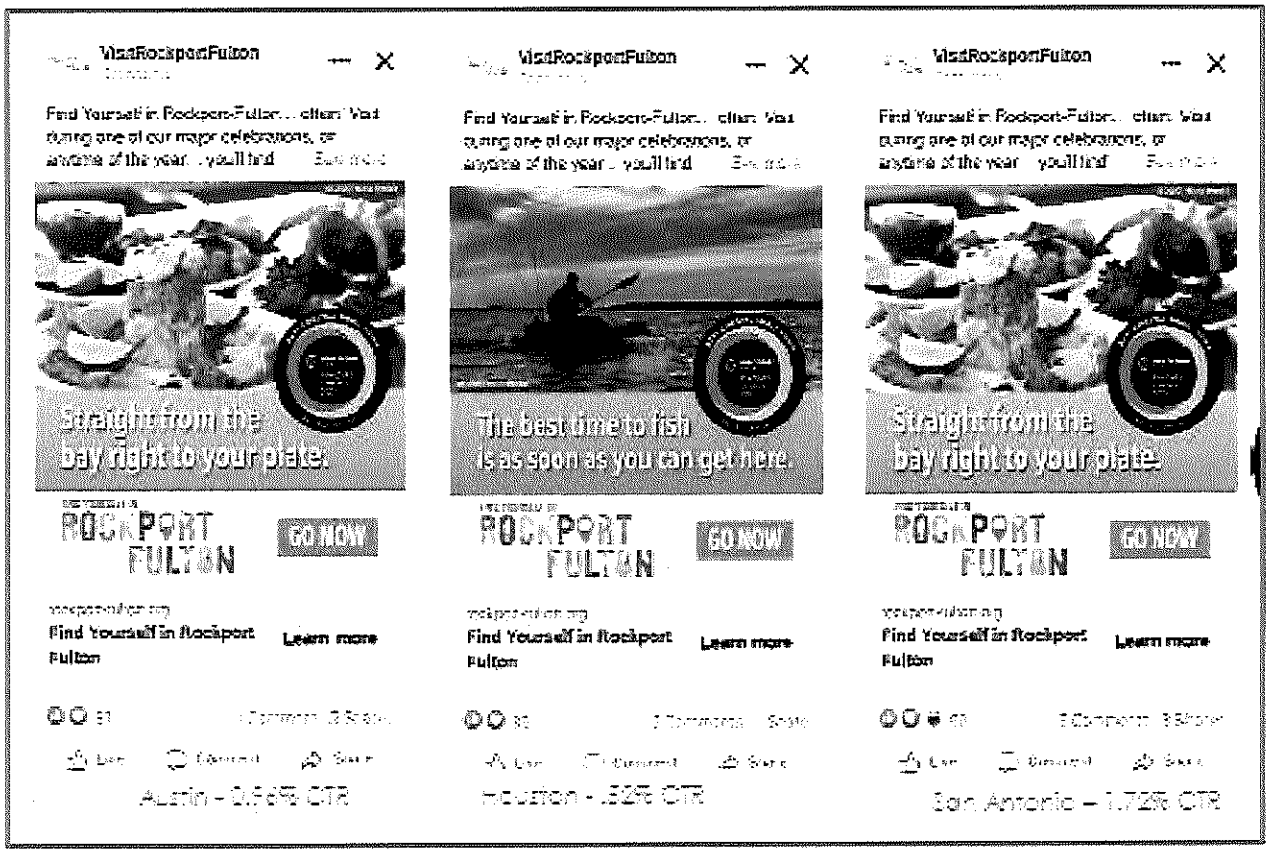
300x250 Sample
4.35 CTR

December 2022

SAMPLES OF SOCIAL ADS – HIGH CTRs

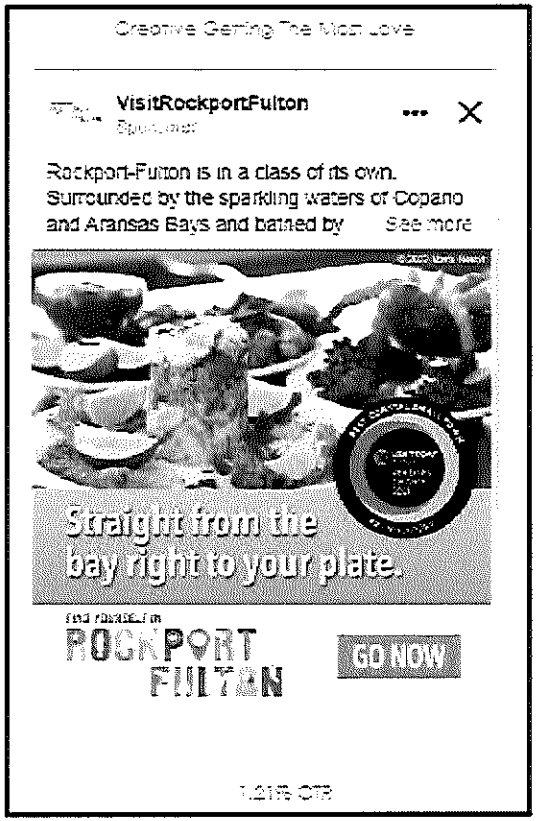


Summer 2022



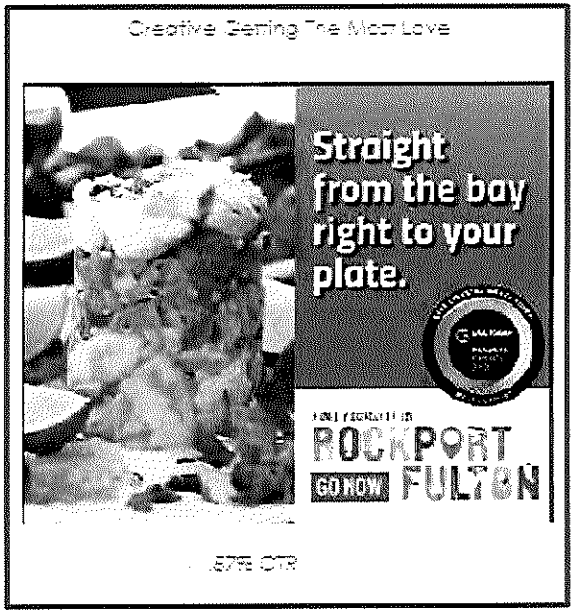
September 2022

SAMPLES OF SOCIAL ADS – HIGH CTRs



October 2022

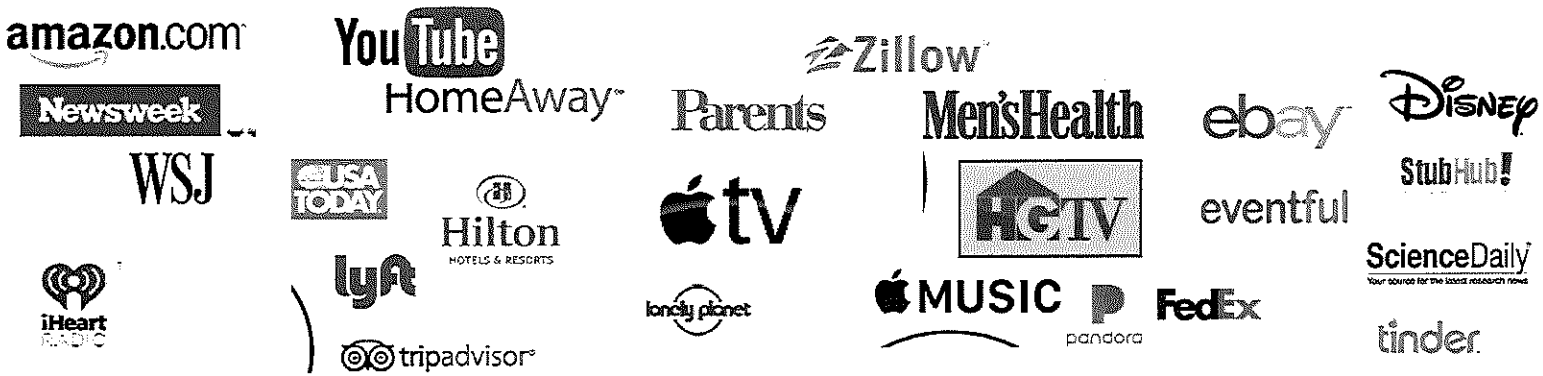
November 2022



December 2022

SAMPLE WEBSITES R-F ADS ARE SEEN ON

- People.com
- HGTV.com
- CVSNews.com
- FinanceBlvd.com
- CNN.com
- TheTravel.com
- MyRecipes.com
- Pandora App
- HBO.com
- Roku.com
- PetSmart.com
- ExpressNews.com
- Kayak.com
- FamilyMinded.com
- Bustle.com
- ABC13-Houston.com
- KHOU.com
- GreenGlobalTravel.com
- EatsDelightful.com
- CBSsports.com
- Expedia.com
- News4SanAntonio.com
- MySanAntonio.com
- Lyft.com
- Travelocity.com
- FoxSanAntonio.com
- KSAT.com
- Lowes.com
- USAToday.com
- ESPN.com
- KENS5.com
- TravelAwaits.com
- TheTravel.com
- FoodForTravel.com
- TheDailyMeal.com
- Travelocity.com
- Express-News.com
- HandLuggageOnly.com
- RealLifeDaily.com
- AccuWeather.com
- BuzzFeed.com
- Forbes.com
- Easyfamilyrecipies.com
- AustinChronicles.com
- CBSAustin.com
- Livingly.com
- EatingOnADime.com
- Tripdvisor.com
- Booking.com
- ExecutiveTraveler.com
- FamilyDestinationGuide.com
- PriceLine.com
- AirBnb.com
- TravelingLifestyle.com
- TravelDudes.com
- Weatherbug.com
- TravelandLeisure.com
- Fox7Austin.com
- News4Jax.com
- HGTV.com
- FamilyThis
- YouTube
- Quizlet
- Bustle
- Thrillist
- TravelCity



DEEPER DISCOVERIES – CONSUMER RESPONSE

- Other demographics/lifestyle data regarding responders to the digital campaign include:
  - The majority continue to be married and parents
  - Household income is typically >$60K with between 30% - 38% at $125K or above – consumer HH Income increases during summer and fall
  - Regarding lifestyle groups:
    - About one in three responders are usually Gen Xers (Age 40-54) and another one in three are Baby Boomers (Age 55+)
    - Millennials (Age 25-39) typically account for 16-19% of those responding to the ads
    - Gen Z (Age 18-24) typically account for between just under 10% of responders

- Interests of the responding consumers include:
  - Vacation Planners
  - Family-Focused (Family Travelers)
  - Outdoor Enthusiasts
  - Travel Buffs
  - Celebrity Gossip Cravers
  - Social Media Enthusiasts
  - Cooking Enthusiasts
  - Business Professionals
  - Water Sports Enthusiasts
  - Brides

GEOFENCE CONVERSION TRACKING
JANUARY 2022 – DECEMBER 2022

- About 800 consumer mobile device could be tracked to have shown up within the Rockport-Fulton area after seeing the Rockport – Fulton ad via the geofence tactic during 2022, with the vast majority (almost 60%), being "first time" visitors.

	Jan 22	Feb 22	March 22	Apr 22	May 22	June 22	July 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22	Total 2022
Impressions (000)	177.8	169.3	183.4	172.4	171.5	172.4	169.3	169.3	123.7	91.1	90.5	91.5	1,782.2
Clicks	228	204	302	224	236	224	176	207	170	136	115	114	2336
CTR	.13	.12	.16	.13	.14	.13	.10	.12	.14	.15	.13	.11	.13
Visited After Seeing Geofence Ad	62	59	59	62	79	55	23	71	98	85	75	72	800
New or First Time Visitors	37	41	41	49	56	40	16	47	32	42	29	28	458
Conversion	.27	.29	.20	.28	.33	.25	.13	.34	.57	.63	.65	.63	.34

FACEBOOK ANALYTICS
2022 REPORT

FIND YOURSELF IN
ROCKPORT
FULTON

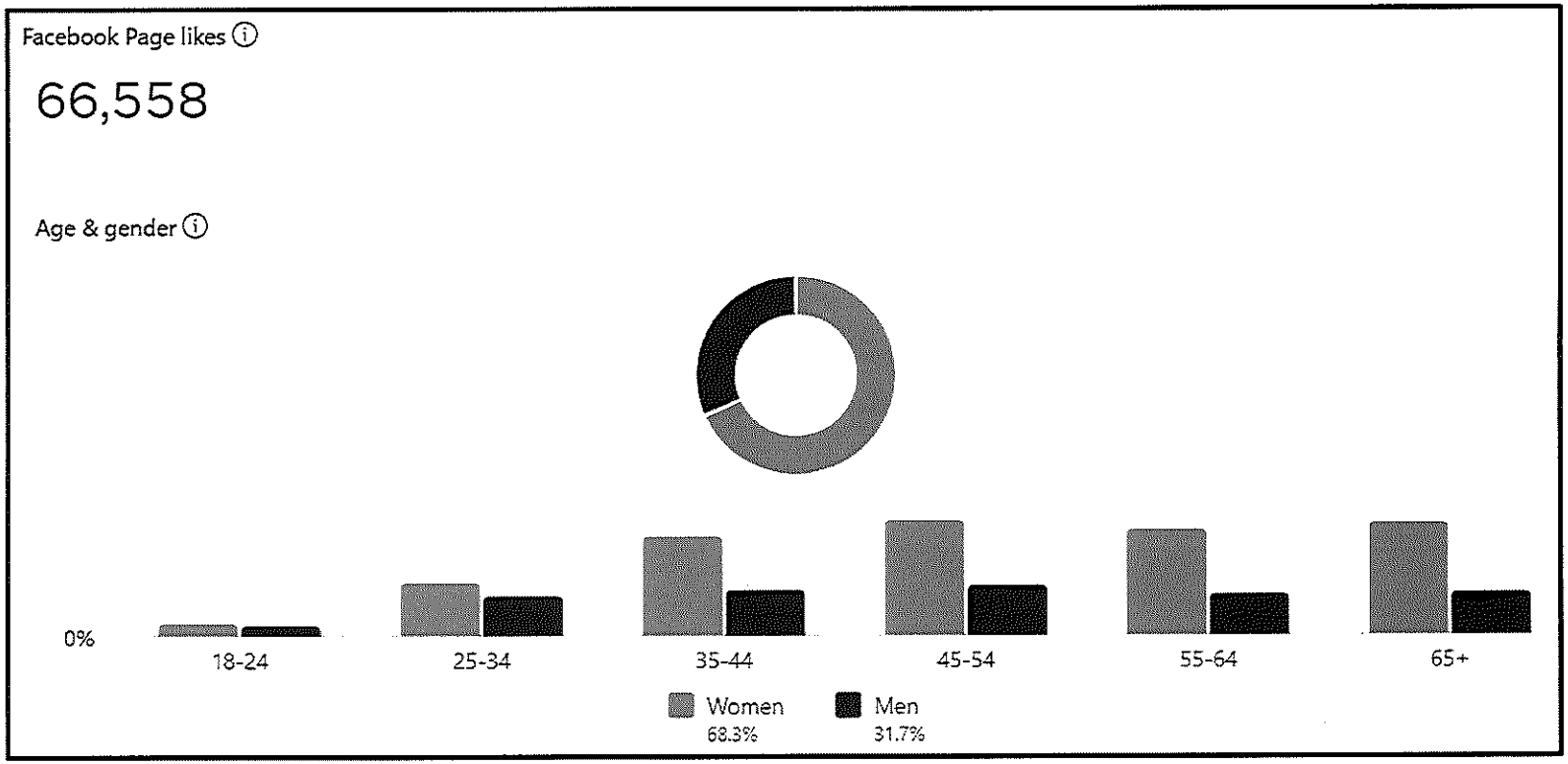
PROST MARKETING INC
4007 McCULLOUGH AVE #510
SAN ANTONIO, TEXAS 78212
(210-415-0981)

PROST
MARKETING, INC.

FACEBOOK DEMOGRAPHICS - 2022

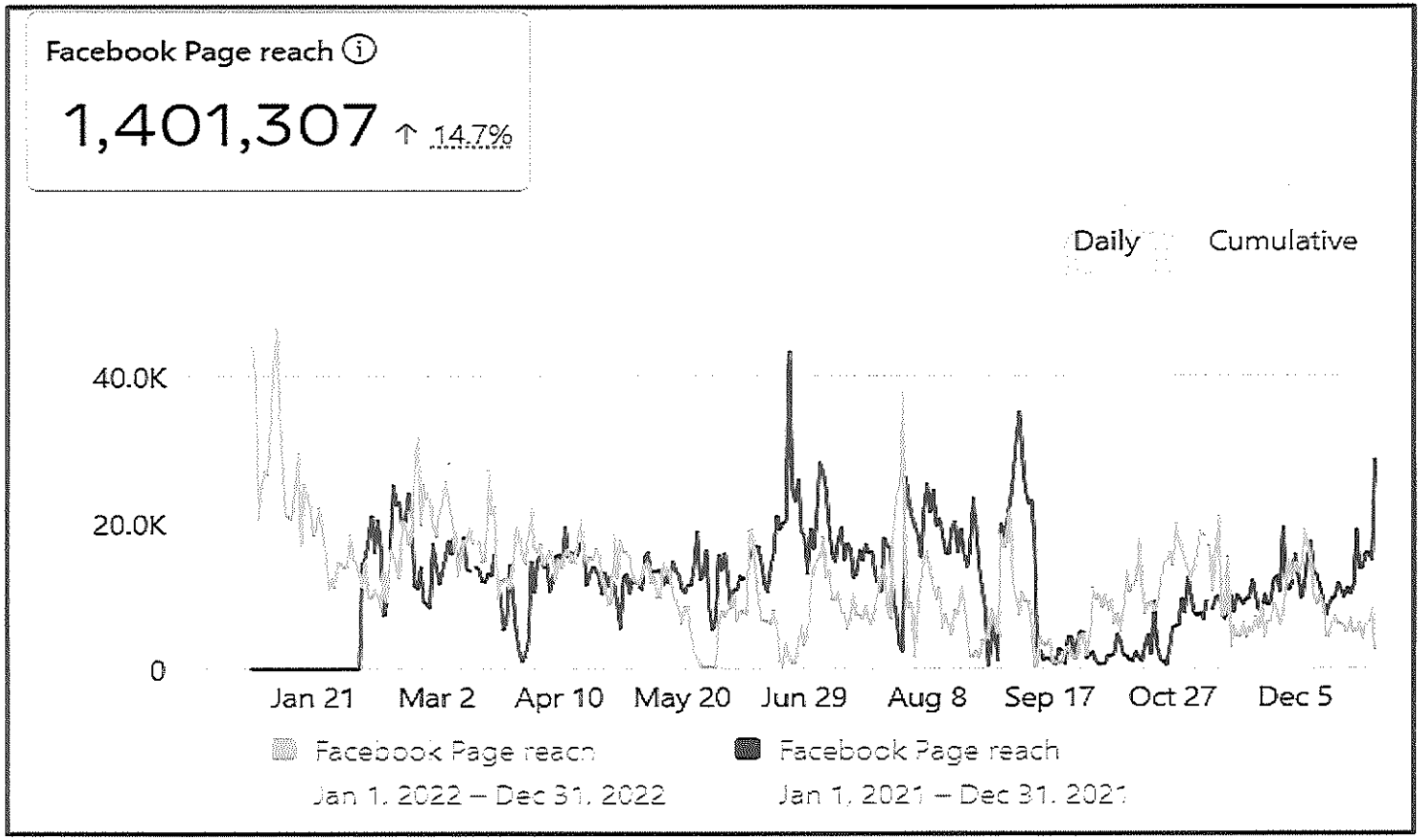
US Rockport – Fulton Fans: Data based on about fans totals nearly 67,000 (page likes). The page likes number has not changed significantly recently:

- Females (68%) out weight males (32%) as fans
- Key age segment is cohorts 35 to 64 years old; women are also 65+



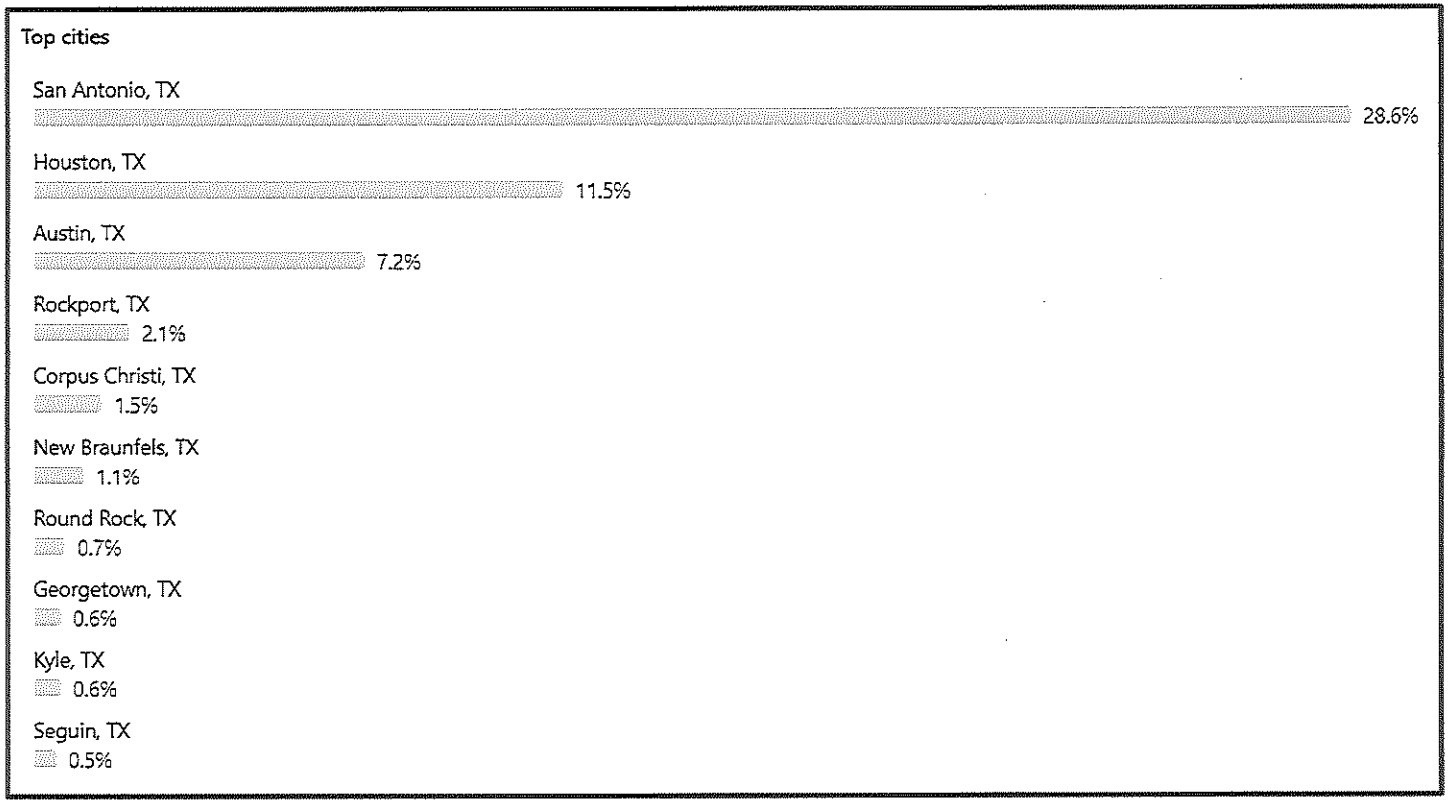
FACEBOOK REACH
(2022 vs 2021)

- FB campaigns reached over 1.4 million consumers during 2022. This was 15% higher than 2021.
- (See graph below)
- The campaign totaled 1.3 million for the entire year in 2021.



FACEBOOK LIKES:
GEOGRAPHIC POINTS OF ORIGIN DEC 2022

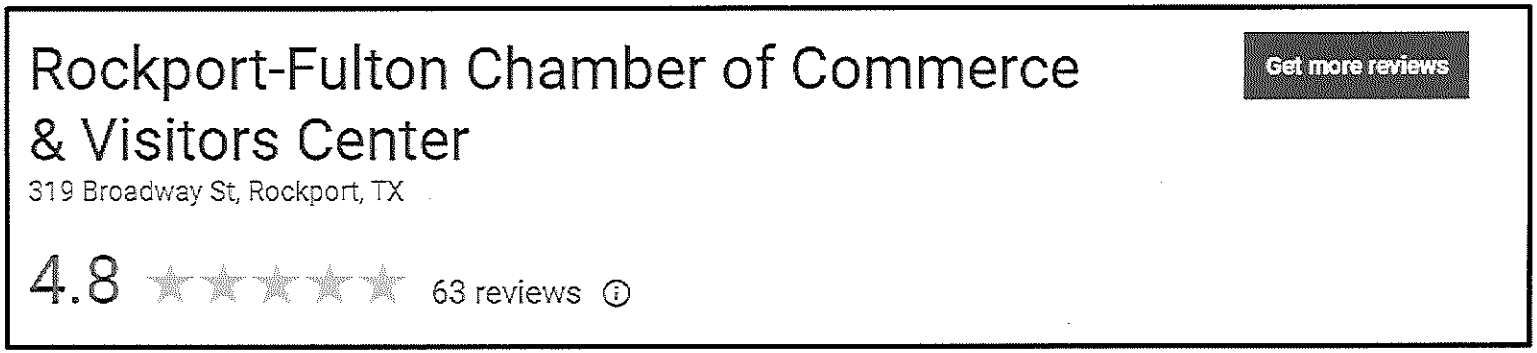
- **San Antonio area (~30%), Houston (12%), Austin/Round Rock (8%) and Rockport/Corpus Christi area (4%) are key geographic points of origin for Rockport – Fulton Facebook page users**



GOOGLE MY BUSINESS

GOOGLE MY BUSINESS
5-STAR REVIEWS

As of Dec 2022, Rockport – Fulton Chamber and Visitors Center has 63 reviews with an average score of 4.8 out of 5 stars.



SAN ANTONIO MARKET CONSUMER SURVEY CONDUCTED FOR

FIND YOURSELF IN ROCKPORT FULTON

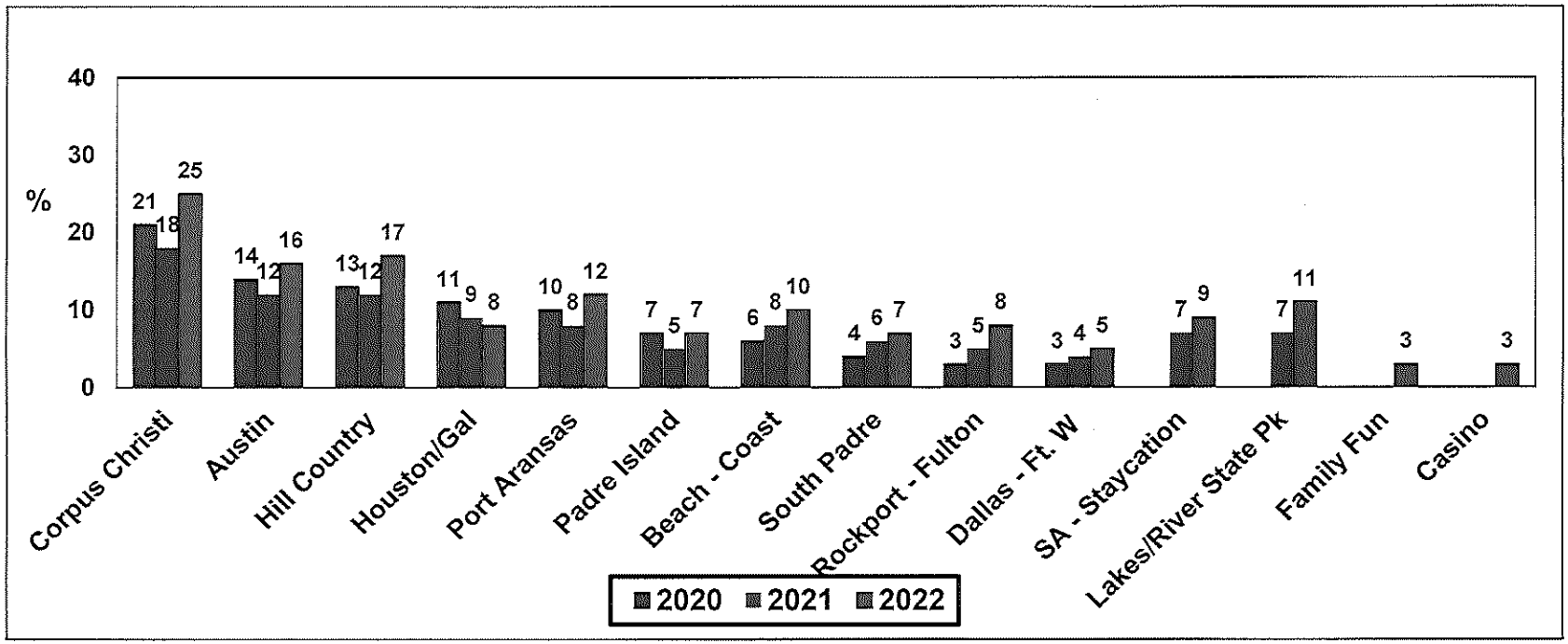
APRIL 2022

PROST MARKETING INC
4007 McCULLOUGH AVE #510
SAN ANTONIO, TEXAS 78212
(210-415-0981)

PROST
MARKETING, INC.

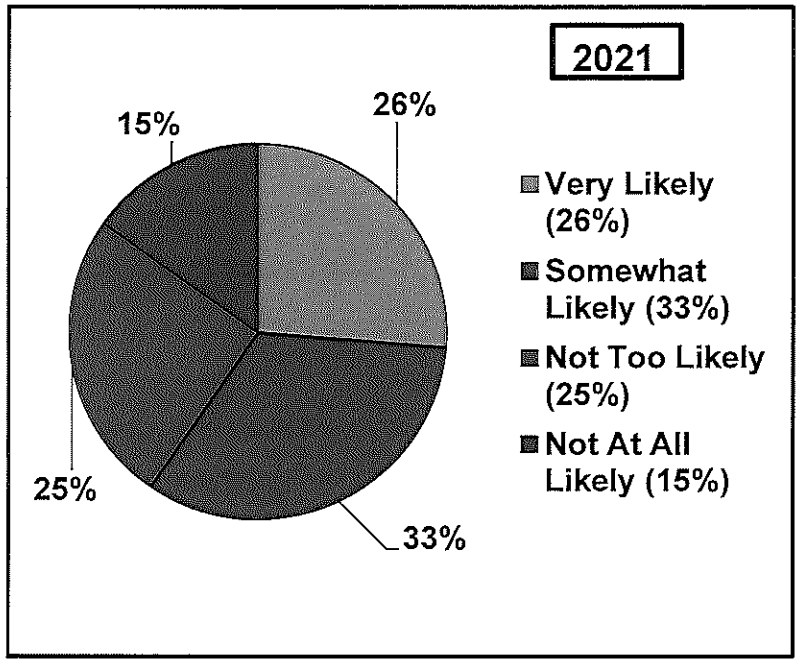
DESTINATIONS SAN ANTONIANS WOULD THINK TO TRAVEL TO WITHIN A 3-HOUR DRIVE OF SAN ANTONIO (UNAIDED)

- San Antonio consumers were asked to type in which leisure travel destination or location they might want to travel to for a getaway or family vacation within a 3-hour drive of San Antonio:
  - Beach destinations continue to dominate overall, with the percentages for these destinations increasing (Port Aransas, Padre Island, South Padre, Beach/Coast)
  - Rockport – Fulton has seen steady increases (from 3% to 8%) as a preferred destination over the past three years
  - References to the Hill Country is now up to 17% (from the 12%-13% range)
  - Staycation (in San Antonio) also increased from 7% to 9%
  - Going to area lakes, rivers, and State Parks is up from 7% to 11%
  - For the first time, there were also general references to family fun (3%) and going to a casino (3%)



LIKELIHOOD TO TRAVEL TO ROCKPORT – FULTON IN NEAR FUTURE - 2022

- When asked their likelihood to travel to Rockport – Fulton in the near future, almost 2/3s are positively predisposed to visit the Rockport area - with almost three in ten (28%) indicating they are "very likely" to consider traveling to Rockport – Fulton and another 37% "somewhat likely"
  - Last year 59% were predisposed to travel to Rockport – Fulton, with about one in four (26%) indicating they are "very likely" to consider traveling to Rockport – Fulton and another 33% "somewhat likely"



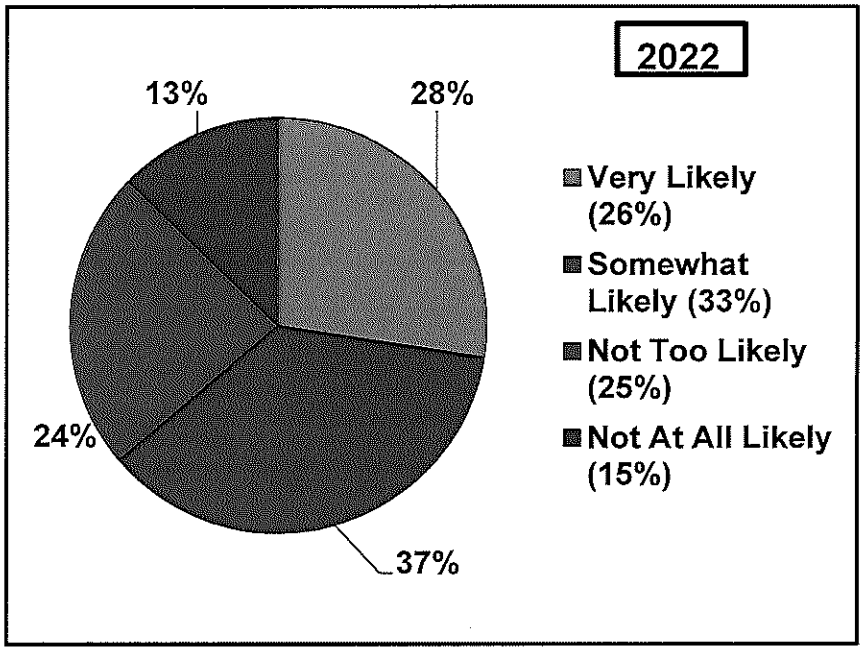
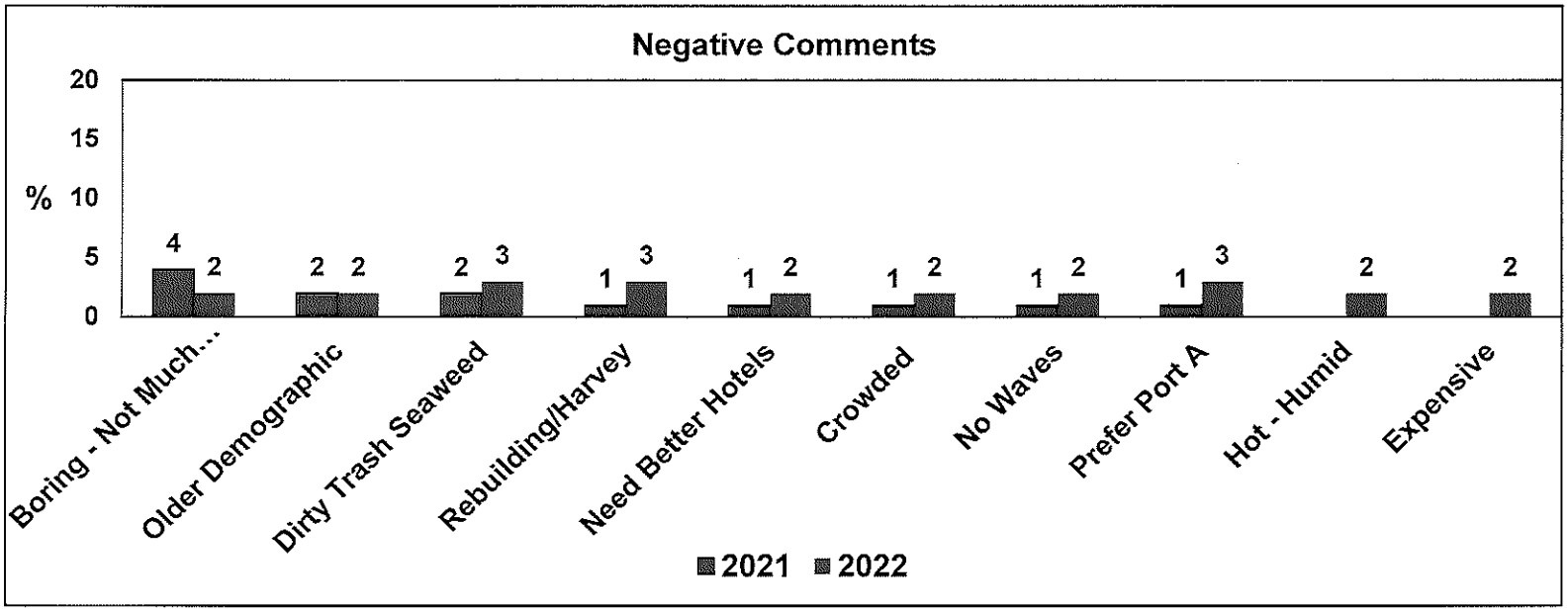


IMAGE OF ROCKPORT-FULTON AS A TEXAS COASTAL DESTINATION
WORD CLOUD (FULL VERBATIMS PROVIDED SEPARATELY)

IMAGE OF ROCKPORT – FULTON 2021 AND 2022 (UNAIDED)

- Consumers were asked to provide a description of their image of Rockport-Fulton as a Texas coastal travel and tourism destination.
  - Consumers provided a few negative responses (2% to 3% each):
    - Boring – not much to do
    - Appeals to an older demographic
    - Dirty – trash – seaweed
    - Still rebuilding from the storm
    - Crowded
    - Needs more hotels
    - No waves
    - Prefer Port Aransas
    - Hot – humid
    - Expensive



FIND YOURSELF IN

ROCKPORT FULTON

Prost Marketing, Inc.
4007 McCullough Ave #510
San Antonio, TX 78212

PROST
MARKETING, INC.

HEADS IN BEDS MODEL OVERVIEW

FIND YOURSELF IN ROCKPORT FULTON

FEBRUARY 2023

PROST MARKETING INC
4007 McCULLOUGH AVE #510
SAN ANTONIO, TEXAS 78212
(210-415-0981)

PROST MARKETING, INC.

MODEL USING # OF HOTEL ROOMS AS BASE - 4Q 2022

Base = Rockport - Fulton # of Hotel Rooms	4Q 2022
1. Number of Hotel Rooms in Rockport - Fulton (Source: Texas Comptroller)	1975
2. Number of Nights in 4Q 2022 (Oct - Dec)	92
3. Available Room Nights to Sell in Rockport - Fulton (1 * 2)	181,700
4. Rockport - Fulton Hotel Occupancy (Estimated by Source Strategies)	45.20%
5. Rockport - Fulton Rooms Nights Sold (3 * 4)	82,128
6. Number of Visitors in Each Room (Size of Party Assumption)	1.9
7. Number of Rockport - Fulton Hotel-based Visitors (5 * 6)	156,044
8. Average Number of Nights Spent in Rockport - Fulton (Assumption)	4
9. Number of "Heads in Beds" Rockport - Fulton (7 * 8)	624,176

1. Start with Number of Hotel Rooms in Rockport – Fulton
2. Determine the number of Available Nights in 4Q 2022 (Oct – Dec) [92]
3. Calculate the Number of Available Room-nights to Sell in Rockport (Multiply #1 c #2)
4. Apply Occupancy Rate (Estimated by Source Strategies – State of Texas, Metro, hotels)
5. Calculate Room Nights Sold (Multiply #3 X #4)
6. Estimate the # of Visitors Staying in Each Room (Size of Party Assumption – Differs by Season)
7. Calculate the # of Hotel-Based Visitors (Multiply #5 by #6)
8. Estimate the Number of Nights a Visitor Spends in Rockport – Fulton (Differs by Season)
9. Multiply the # of Hotel-based Visitors by the # of Nights Visitor Spends in the Hotel

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 13

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2024 HummerBird Celebration.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: On July 11, 2023, the City Council received the Rockport-Fulton Chamber of Commerce Fiscal Year 2023-2024 budget request for the HummerBird Celebration. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602048. Disbursement of funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2024 HummerBird Celebration in the amount of $5,000.00, as presented.

CITY OF ROCKPORT
AND
ROCKPORT-FULTON CHAMBER OF COMMERCE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
HummerBird Committee 2024

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Rockport-Fulton Chamber of Commerce, HummerBird Committee, hereinafter called "Recipient."

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***FIVE THOUSAND DOLLARS ($5,000.00).*** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the HummerBird Celebration.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $5,000.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Rockport-Fulton Chamber of Commerce, HummerBird Committee, Attn: Chairperson, 319 Broadway, Rockport, TX 78382.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 15. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ROCKPORT-FULTON CHAMBER OF COMMERCE

_____
_____, HummerBird
(Please print name) Committee Chairperson

ATTEST:

_____
Teresa Valdez, City Secretary

ATTEST:

_____
Shelly Stuart, President/Chief Executive Officer

EXHIBIT "A"

CATEGORY **Advertising, Solicitations and Promotions that directly promote tourism and the hotel and convention industry**	**GRANT AMOUNT**
Advertising	**$5,000.00**
TOTAL	**$5,000.00**

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation**

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/25/2023

Organization Information

Name of Organization: Rockport-Fulton Chamber of Commerce

Address: 319 Broadway

City, State, Zip: Rockport, Texas 78382

Contact Name: Shelly Stuart Contact Phone Number: 361-729-6445

HOT Contract Email: president@1rockport and/or tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockport-fulton.org

Type of Organization: _____ Governmental ✓ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: 1952

Purpose of Organization: To work in partnership with businesses, individuals and governmental entities to promote commerce and tourism while enhancing the environment.

Event Information

Name of Event or Project: HummerBird Celebration

Date of Event or Project: Sept. 14 - 17, 2023 Note: This should be the dates of the 2024 HummerBird Celebration because this application is for HOT Funds from the City's Fiscal Year Budget Oct. 1, 2023 to Sept. 30, 2024.

Primary Location of Event or Project: Aransas County, ACISD, ROC

Amount Requested: $ $5,000.00

How will the funds be used: Funds will be used for transporting tourists during their stay in Rockport-Fulton to HummerBird Homes, Boat Tours, etc. Funds will also be used for marketing, advertising and educational programs. This is a proven Heads n Beds Event well over 1,000 out of state visitors.

Primary Purpose of Funded Activity/Facility:

To help impact the economy of Aransas County in a slow period and bring awareness of our natural resources - namely the HB migration.

Percentage of Hotel Tax Support of Related Costs

5% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 1,500.00

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $_____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☑ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $ 2,500.00

What sites or attractions will tourists be taken to by this transportation? Hummer home tours and field trips to area attractions for birding and wildlife viewing.

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☑ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ 1,000.00

What tourist attractions will be the subject of the signs?

HummerBird Mall, Hummer Homes, Boat Tours, etc.

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 34 years

2. Expected Attendance: 5000 Prior year's attendance: See Attached

3. How many people attending the Event or Project will use City of Rockport hotels? 75%

   Number of nights will they stay: Average of 2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   N/A

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used: SEE ATTACHED WORKSHEET

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2020	$ $1,500	$	
2021	$ $1,500	$	
2022	$ $1,500	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Hotel Occupancy Numbers, Room Nights Sold, Survey Attendees, Collect Zip Codes, Capture origins of attendees throughonline tickets sales

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Town of Fulton & Aransas County

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   N/A

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____ See Attached
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
Information about local hotels and motels is listed at Rockport-Fulton.org with links to their websites.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
N/A

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
The HummerBird Committee is a very strong committee and they have a lot of new things planned. We also plan on reaching out to birding influencers to increase our Social Media presence which will attract a larger audience.
This multiple day event runs from Thursday to Sunday bringing in and encouraging repeat out of state and overnight business.

12. What geographic areas does your advertising and promotion reach?
Austin, Corpus Christi, Victoria, Regional Areas, Houston, San Antonio as well as special birding groups and birding enthusiasts across the U.S. as well as internationally.

13. How many individuals will your proposed marketing reach who are located in another city or county? Please see attached report

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: 75 %

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 14

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2023 SeaFair Celebration.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: On July 11, 2023, the City Council received the Rockport-Fulton Chamber of Commerce Fiscal Year 2023-2024 budget request for Seafair. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602047. Disbursement of funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport-Fulton Chamber of Commerce for the 2023 SeaFair Celebration in the amount of $5,000.00, as presented.

CITY OF ROCKPORT
AND
ROCKPORT-FULTON CHAMBER OF COMMERCE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Seafair Committee 2023

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Rockport-Fulton Chamber of Commerce, Seafair Committee, hereinafter called "Recipient."

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***FIVE THOUSAND DOLLARS ($5,000.00).*** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Seafair Festival.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were held and/or spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $5,000.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted

funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death or any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Rockport-Fulton Chamber of Commerce, ATTN: Seafair Committee Chair, 319 Broadway, Rockport, TX 78382.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national

origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 15. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ROCKPORT-FULTON CHAMBER OF COMMERCE

_____
_____, Seafair
(Print Name) Committee Chair

ATTEST:

_____
Teresa Valdez, City Secretary

ATTEST:

_____
Shelly Stuart, President/Chief Executive Officer

EXHIBIT "A"

CATEGORY **Advertising, solicitations and promotions that directly promote tourism and the hotel and convention industry**	**GRANT AMOUNT**
Advertising	**$5,000.00**
TOTAL	**$5,000.00**

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/25/2023

Organization Information

Name of Organization: Rockport-Fulton Chamber of Commerce

Address: 319 Broadway

City, State, Zip: Rockport, Texas 78382

Contact Name: Shelly Stuart Contact Phone Number: 361-729-6445

HOT Contract Email: president@1rockport and/or tourism@1rockport.org

Web Site Address for Event or Sponsoring Organization: www.rockport-fulton.org

Type of Organization: ____ Governmental ✓ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-1066091 Organization's Creation Date: 1952

Purpose of Organization: To work in partnership with businesses, individuals and governmental entities to promote commerce and tourism while enhancing the environment.

Event Information

Name of Event or Project: Seafair Festival

Date of Event or Project: October 5-8, 2023

NOTE: This should be the 2024 dates because City's Budget is Fiscal Year Oct. 1, 2023 - Sept. 30, 2024 and this HOT application was for FY 2023-2024 funds.

Primary Location of Event or Project: Rockport-Fulton Festival Grounds

Amount Requested: $ $5,000.00

How will the funds be used: Funds will be used to assist with the expense of marketing, ($8,700 in 2022), the event outside of Rockport-Fulton to bring in overnight guests to our communities.

Primary Purpose of Funded Activity/Facility:

To host an event that will economically impact Aransas County by, 1) providing an activity for local residents who will in turn spend their dollars in local restaurants and shops, etc, and 2) due to the length of the festival and types of activities promote staying overnight in local hotels/motels. This event has a proven record of putting "heads in beds".

See attached 2022 Report.

Percentage of Hotel Tax Support of Related Costs

5% Percentage of Total Event Costs Covered by Hotel Occupancy Tax

0 Percentage of Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $_____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 47 years

2. Expected Attendance: 12,500 Prior year's attendance: See Attached Report

3. How many people attending the Event or Project will use City of Rockport hotels? _____

   Number of nights will they stay: _____

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   N/A

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used: SEE ATTACHED WORKSHEET

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$_____	$_____	_____
_____	$_____	$_____	_____
_____	$_____	$_____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Hotel Occupancy Numbers, Room Nights Sold, Survey Attendees, Collect Zip Codes, Capture origins of attendees through online tickets sales

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Town of Fulton & Aransas County

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   N/A

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____ See Attached
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

9. Will you include a link to local hotels on your website for booking during this event?
We have a Places to Stay link on the homepage of our website.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
N/A

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Each year the Seafair Committee evaluates and discusses improvements, new methods, and most importantly new entertainment and activities that draw more people to the event.

12. What geographic areas does your advertising and promotion reach?
Austin, Corpus Christi, Victoria, Regional Areas, Houston, San Antonio, Austin through TV ads, billboards and social media.

13. How many individuals will your proposed marketing reach who are located in another city or county? Please see attached report

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

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 1st-3rd 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.

2022 Seafair Zip Code/Attendee Breakdown

Page	# of Zip Codes Collected	Local Under 50 Miles	Corpus Christi	In-State Cities # Represented	Out-Of-State # 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
	4,521	**1,808**	**469**	**2,122**	**122**
		40%	**11%**	**47%**	**2%**

In-State Cities: (147 Texas Cities Represented)

Spring, Slidmore, Riviera, Dickinson, San Marcos, Magnolia, Adkins, Refugio, Kyle, Lolta, Johnson City, Orange Grove, Seguin, Austin, Fort Hood, Spring College Station, Cypress, MathisEgypt, Sandia, San Diego, Blanco, Taylor, Fall City, Perryton, Center Point, GarlandFriendswood, Georgetown, Gregory, Ft. Worth, Cuero Katy, League City, Odem, Converse, Cibolo Pleasanton, Amarillo, Medina, Portland, Taft, Round Rock, Crosby, Nacogdoches, JoshuaGoliad, Lockhart, Hardwood, Pasadena, Montgomery, Sealy, Poth, Rockdale, Buchanan DamSugarland, Belaire, Irving, Canyon Lake Denton, Bastrop, Cisco, Temple, Laporte, Sterling CityRichmond, Harlingen, Tuleta, Humble Bulverde, BrenhamLumberton, 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 PassRealltos, Old Ocean, Bay City, Guerra, Mission, Benavides, Premont, Spring Branch, Welmar, Dripping SpringsWeston, Weimar, Woodway, Mason, Waller, Kingswood, Ganado, Palo P Spring Ranch, Realltos, Wimberly

Out of State: (11 states represented)
GA, IL,UT,OK, OR,AR, PA,SD, AZ, NM, CO

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2022-2023			
Description of Expense	Approved Budget	Amount of Expense	*Number of Heads in Beds
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
Total Reimbursement Request	$1,500		

*Must attach supporting documentation.

Projected Impact Of 2022 Seafair on Local Lodging

Property	Total Hotel/ Motel Rooms Available	THURS 6-Oct		FRI 7-Oct		SAT 8-Oct		SUN 9-Oct	
		%	Rms	%	Rms	%	Rms	%	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: Tuesday, September 26, 2023

AGENDA ITEM: 15

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Yacht Club for the 2024 Nautical Flea Market.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, the Rockport Yacht Club application requesting funding from Hotel Occupancy Tax for the 2024 Nautical Flea Market for Fiscal Year 2023-2024 was received by the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602044. Disbursement of these funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Yacht Club for the 2024 Nautical Flea Market in the amount of $1,800.00, as presented.

CITY OF ROCKPORT
AND
ROCKPORT YACHT CLUB, INC.

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Nautical Flea Market 2024

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Rockport Yacht Club hereinafter called "Recipient."

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00).*** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Nautical Flea Market.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $1,800.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted

funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Rockport Yacht Club, Inc., Attn: Shannon Carney, 722 Navigation Circle, Rockport, TX 78382.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national

origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 15. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

ROCKPORT YACHT CLUB, INC.

_____
_____, _____
(Printed Name) (Title)

ATTEST:

_____
Director of Public Relations

EXHIBIT “A”

CATEGORY **Sporting event expenses that substantially increase economic activity at hotels**	**GRANT AMOUNT**
Sporting Event Expenses	$1,800.00
TOTAL	$1,800.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5-30-2023

Organization Information

Name of Organization: Rockport Yacht Club

Address: 722 Navigation Circle

City, State, Zip: Rockport Texas 78382

Contact Name: Shannon Carney Contact Phone Number: 361-205-1965

HOT Contract Email: ryctx@sbcglobal.net

Web Site Address for Event or Sponsoring Organization: www.rockportyachtclub.org

Type of Organization: ____ Governmental X Non-Profit ____ Private/ For-Profit

Tax ID #: 191215776O5 Organization's Creation Date: 1969

Purpose of Organization: Recreational & safe boating and related activities to include - cruising, Racing, Youth Sailing Educational Program, Water Safety & Education and Youth Sailing Regattas

Event Information

Name of Event or Project: RYC Nautical Flea Market

Date of Event or Project: May 4 & 5, 2024

Primary Location of Event or Project: Rockport Harbor

Amount Requested: $ 1800.00

How will the funds be used: Promotional material and advertising to raise awareness of the event as well as highlighting the amenities of the area since the event is held on a weekend.

Primary Purpose of Funded Activity/Facility:

Raising of funds to support our Youth Sailing Programs and Sailing Regattas. These programs reaches out and benefits the youth of our Community as well as those from out of town. We also organize educational programs for the adults of our community.

Percentage of Hotel Tax Support of Related Costs

50% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

0 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities N/A %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☒ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $ 1800.00

How many individuals are expected to participate in the sporting related event? ~ 3,000

How many of the participants at the sporting related event are expected to be from another city or county? ~ 85%

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

This event is held on a Saturday and Sunday which allows for a greater attendance than on a weekday. This also allows for the public to visit other local tourist attractions. We also have vendors who arrive on Friday and stay through Sunday.

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 23 years
2. Expected Attendance: 3,000 Prior year's attendance: 2,400
3. How many people attending the Event or Project will use City of Rockport hotels? ~75%

   Number of nights will they stay: 1-2

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   N/A

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
May 6-7, 2023	$ 1800	$ ~~0~~	~ 60%
May 7-8, 2022	$ 1800	$ ~~0~~	~ 60%
May 1-2, 2021	$ 1800	$ ~~0~~	~ 45%

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   We will survey the persons attending the event and also survey the vendors at the event.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   None

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   There is a $5.00/per person charge with children under 12 yrs free. We anticipate $12,000 to $18,000 net profit with proceeds going to the running of our Educational prosrams- Youth Sailing, Junior & Senior Regattas, as well as maintenance of equipment and facilities used for these prosrams.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $ 400.00
Radio: $ —
TV: $ 1500.00
Other Paid Advertising: $ 450.00

Number of Press Releases to Media 2
Number Direct Mailings to out-of-town recipients over 100- other Yacht Clubs & club visitors

Other Promotions Chamber of Commerce calendar, Facebook ads, Instagram, YouTube ads, Facebook groups

9. Will you include a link to local hotels on your website for booking during this event?
Yes

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Not at this time but would possible in the future

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Youtube ads, advertising on Vendor market websites, mailouts to visitors to our club and other club event participants

12. What geographic areas does your advertising and promotion reach?
Most of the State of Texas

13. How many individuals will your proposed marketing reach who are located in another city or county? Tens of thousands

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: N/A

Percentage of those in attendance that are staying at area hotels/lodging facilities: N/A %

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Nautical Flea Market (NFM) Marketing Plan 2024

The annual budget depicts the funds approved for the Nautical Flea Market.

FLYERS

10-12 weeks prior to the NFM

Create Flyers for distribution, print, distribute to members and post. See SOCIAL MEDIA below*

3 weeks prior

Distribute/deliver to businesses and community, and beyond, as determined by the committee.

MEMBER PARTICIPATION

12 weeks prior

Have all members participate in spreading the word and/or distributing flyers.

TV COMMERCIAL

10-12 weeks prior

Determine if using existing commercial or create new commercial to post to social media and website(s).)

6-8 weeks prior (as coordinated with the production entity)

Deliver all materials required for commercial edits/creation for production.

3-4 weeks prior

Finalize and accept final commercial. BLAST TO SOCIAL MEDIA.

1-2 weeks prior

Run times as determined by contract.

SOCIAL MEDIA

8-10 weeks prior to NFM

*Post Flyer and/or Save the Date to Facebook, website and other social media avenues desired.

3-4 weeks prior OR AS SOON AS AVAILABLE

BLAST COMMERCIAL TO SOCIAL MEDIA.

1-2 weeks prior

Repost a REMINDER.

PRINT

4-6 weeks prior

Advertise in newspapers or magazines, locally and other regions (San Antonio, Austin, Houston).

2-4 weeks prior

Contact publications and submit and schedule article for publication.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 16

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Texas Maritime Museum for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Justin Parkoff, Executive Director of the Texas Maritime Museum, presented the Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement remains the same as the previous year when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602002. Disbursement of funds will be made according to Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Texas Maritime Museum for advertising and tourism promotion in the amount of $100,000.00, or $25,000.00 per quarter, as presented.

CITY OF ROCKPORT
AND
TEXAS MARITIME MUSEUM

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and the Texas Maritime Museum, a private non-profit association, hereinafter called "Museum," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to the Museum ***ONE HUNDRED THOUSAND DOLLARS (100,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, the Museum agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Museum is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The Museum shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City,

a fiduciary duty is created in the Museum with respect to expenditure of the revenue provided.

5.2 The Museum shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Museum for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 The Museum shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or $10,000.00 will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end of

each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Museum shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the Museum pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire Museum for the duration of this Agreement. The Museum agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Museum ***ONE HUNDRED THOUSAND DOLLARS ($100,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)*** each. The Museum shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the Museum within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to the Museum pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Museum pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to the Museum, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Museum shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Museum agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Museum, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Museum shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Museum in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Museum is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and the Museum shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the President of the Texas Maritime Museum, 1202 Navigation Circle, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Museum shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Museum shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas, on this ____ day of _____ 2023.

CITY OF ROCKPORT	**TEXAS MARITIME MUSEUM**
_____	_____
Tim Jayroe, Mayor	_____, President (Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	Justin Parkoff, Executive Director

EXHIBIT "A"

CATEGORY **Advertising, solicitations and promotions that directly promote tourism and the hotel and convention industry** **and** **Promotion of the arts that directly enhance tourism and the hotel & convention industry** **and** **Historical restoration and preservation activities that directly promote tourism and the hotel and convention industry**	**AMOUNT REQUESTED**	**GRANT AMOUNT**
Advertising	$30,000	
Curatorial	$18,000	
Salaries	$35,000	
Education	$11,000	
Office Supplies	$3,000	
Website Maintenance	$3,000	
TOTAL	**$100,000**	**$100,000**

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: May 20, 2023

Organization Information

Name of Organization: Texas Maritime Museum

Address: 1202 Navigation Circle

City, State, Zip: Rockport, TX 78382

Contact Name: Justin Parkoff, P.HD Contact Phone Number: 210-249-1800

HOT Contract Email: curator@texasmaritimemuseum.org

Web Site Address for Event or Sponsoring Organization: texasmaritimemuseum.org

Type of Organization: ____ Governmental ✓ Non-Profit ____ Private/ For-Profit

Tax ID #: 74-2097680 Organization's Creation Date: 1987, doors opened 1989

Purpose of Organization: The mission of the Texas Maritime Museum is to educate and excite the public about maritime history and its importance to the development and current livelihood of our great state.

Event Information

Name of Event or Project: Texas Maritime Museum

Date of Event or Project: July 1, 2023 - June 30, 2024

Primary Location of Event or Project: 1202 Navigation circle, Rockport, TX 78382

Amount Requested: $ 100,000.00

How will the funds be used: Advertising, office supplies, website, salaries, and applicable operating expenses.

- Please see Exhibit A for proposed 2023-2024 budget.

Primary Purpose of Funded Activity/Facility:

The continued development of tourism and assistance with costs related to fundraising.

Percentage of Hotel Tax Support of Related Costs

33 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

31 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

36 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 75 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category: Please see Exhibit B for 2023-2024 budget request.

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 33,000.00

☑ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 36,000.00

☑ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 31,000.00

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $ —

How many individuals are expected to participate in the sporting related event? —

How many of the participants at the sporting related event are expected to be from another city or county? —

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

—

—

—

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $ —

What sites or attractions will tourists be taken to by this transportation? —

—

—

Will members of the general public (non-tourists) be riding on this transportation? —

What percentage of the ridership will be local citizens? —

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ —

What tourist attractions will be the subject of the signs?

—

—

—

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 34

2. Expected Attendance: 16,000 Prior year's attendance: 13,168
   18,000 + with wine festival

3. How many people attending the Event or Project will use City of Rockport hotels? 5,000 +

   Number of nights will they stay: N/A

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   No, the museum is one of many attractions that bring people into Rockport rather than a singular event.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

   Please see Exhibit C for other hot funds.

Event Date	Assistance Amount			Number of Hotel Rooms Used
	City HOT Funds	Others (Aransas)	Fulton	
2020 - 2021	$ 71,400	$ 24,253	$ 5,000	N/A
2021 - 2022	$ 66,250	$ 30,595.77		N/A
2022 - 2023	$ 70,000 to date	$ 30,059.38 to date	$ 5,000	1,922 ★

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   The museum collects zip codes, Hot Fund applicable locations, # of nights stayed on all admissions and special events. This data gives travel percentages from all regions.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County, HEB, Margaret Sue Rust Foundation, Nystrom Family Foundation, Ed Rachel Foundation, Castaways.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Admission is charged. We do not expect a net profit this year. If we do, it will be used for museum repairs and general operations.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $ 2,000
   Radio: $ 0
   TV: $ 5,500
   Other Paid Advertising: $ 19,000

   Number of Press Releases to Media 7
   Number Direct Mailings to out-of-town recipients 0

   Other Promotions Digital newsletters and emails country wide.

9. Will you include a link to local hotels on your website for booking during this event?
   Local hotels will be posted on our website and Facebook.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Only for special events such as Wine Festival or guest lectures.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    Continuing online ticket sales through Event Bright (sales up 16.7% since last year), new website with Google search ranking, increased social media platforms, diverse online Festival advertising selling, etc.

12. What geographic areas does your advertising and promotion reach?
    (1) Rio Grande Valley, Austin, San Antonio, Houston (Primary targets)
    (2) Winter Texans on email list, Dallas/Fort Worth (secondary)

13. How many individuals will your proposed marketing reach who are located in another city or county? 1 million +

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: Monthly Avg. 1,333/16,000 yearly/18,500 with Wine Festival

    Percentage of those in attendance that are staying at area hotels/lodging facilities: 54 %

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

EXHIBIT A

July 2023 - June 2024

Proposed Budget for the Texas Maritime Museum

Income:	
Admissions	40,000.00
Contributions income	7,500.00
Cookbook Sales	500.00
Educational Events	6,500.00
Fundraiser Income	230,000.00
Grants	185,100.00
Hotel/Motel Tax Income	106,400.00
Interest Income	3,000.00
Membership Dues	15,000.00
Museum Store Transfer	6,000.00
Total	**600,000.00**
Expenses:	
Advertising/Promotions	25,000.00
Bank Service Charge	5,000.00
Collection Management	500.00
Contract Services (Serenity Allen $15K+Clean Sweep same)	21,000.00
Curatorial Exhibits	50,000.00
Dues	1,000.00
Educational Programs	40,000.00
Employee Health Insurance (Humana)	15,000.00
Fundraiser Expenses (3 events) less advertising	110,000.00
Legal Accounting (Review only/no audit)	3,000.00
Maintenance	100,000.00
Museum Development	5,000.00
Museum Insurance	26,000.00
Office Supplies	8,500.00
Payroll Expenses (see spreadsheet for information	165,000.00
Utilities	25,000.00
Total Projected Expenses	**600,000.00**
NET Income	**0.00**

EXHIBIT B

BUDGET REQUEST-TMM

CATEGORY	REQUESTED FOR YEAR 2023-2024	GRANTED
Advertising	$30,000.00	
Curatorial	$18,000.00	
Salaries	$35,000.00	
Education	$11,000.00	
Office Supplies	$3,000.00	
Website Maintenance	$3,000.00	
Total	**$100,000.00**	

EXHIBIT C

TEXAS MARTIME MUSEUM

LIST OF OTHER HOT FUNDS ACQUIRED FOR 3 YEARS

1. ARANSAS COUNTY:

2019/ 3rd quarter- July-Sept.	$4,471.29
2019/ 4th quarter- Oct.-Dec.	$5,854.00
2020/ 1st quarter- Jan.-March	$2,166.21
2020/ 2nd quarter- April-June	$1,072.45
	$13,563.95

2020/ 3rd quarter- July-Sept.	$2,873.92
2020/ 4th quarter- Oct.-Dec.	$9,476.58
2021/ 1st quarter- Jan.-March	$4,273.30
2021/ 2nd quarter- April-June	$7,630.01
	$24,253.81

2021/ 3rd quarter- July-Sept.	$12,860.68
2021/ 4th quarter- Oct.-Dec.	$6,372.60
2022/ 1st quarter- Jan.-March	$3,732.48
2022/ 2nd quarter- April-June	$6,935.24
	$29,901.00

2022/ 3rd quarter- July-Sept.	$14,373.84
2022/ 4th quarter- Oct.-Dec.	$5,833.30
2023/ 1st quarter- Jan.-March	$2,917.00
2023/ 2nd quarter- April-June	Pending
	$23,124.14

2. FULTON:

2020/ 3rd quarter- April-June	$0.00
2020/ 4th quarter- July-Sept.	$5,000.00
2021/ 1st quarter- Oct.-Dec.	$0.00
2021/ 2nd quarter- Jan.-March	$0.00
2023/ 3rd- April-June	$5,000.00
	$10,000.00

3. ROCKPORT:

2019-2020 (Full year, not quarterly)	$75,000.00
2020-2021 (Full year, not quarterly)	$73,800.00
2021-2022 (Full year, not quarterly)	$52,000.00
2022-2023 (Full year, not quarterly)	$75,000.00
	$275,800.00

TEXAS MARITIME MUSEUM

MARKETING PLAN PROPOSAL

2023-2024

Marketing requires an understanding of five basic principles to be most effective:

- Product
- Public
- Price
- Production
- Promotion

We know what we are selling, who we are trying to access, where it will be sold, and how it will be produced, which takes us to the step of promoting. The Texas Maritime Museum has established an effective marketing plan to further our mission of exciting and educating the tourists regarding Texas' maritime history and providing ample opportunities to promote tourism in Aransas County. For the upcoming fiscal year our marketing plan will be accomplished through the following goals established under key criteria for soliciting hotel occupancy funds:

I. Planning for the Future:

The Texas Maritime Museum initiated a new revitalization campaign in 2021 called "Full Ahead". This campaign includes a more concise mission statement and vision for the museum's future, enabling our organization to change its direction. The museum is moving forward by showcasing the broader story of the Texas Gulf Coast rather than just local maritime history. The importance that maritime culture has had upon Texas' history, development, and current economic prosperity cannot be understated. To achieve this expanded narrative, the museum is undergoing an extensive internal rehabilitation with expanded themes.

What does "Full Ahead" mean? Planning for the future through a revitalization campaign of the museum's exhibits. The intent of the Board of Trustees is to build upon the museum's successful thirty-three-year

foundation. Current exhibits are being updated to be more engaging. New significant exhibits are being added to broaden the maritime story of the full Texas Coast.

"Full Ahead" Goals:

1) Promote tourism to our community. Increase financial support of the Texas Maritime Museum through regular and repeat visitor attendance and membership.

2) Improve our educational impact by broadening the Texas maritime story by incorporating new significant exhibits into the museum.

3) Ensure future reaccreditation with the American Alliance of Museums by modifying existing exhibits to meet accessibility standards and incorporating cultural diversity in the maritime stories.

4) Embrace technology as a means of improving the experience of the museum visitor, frequently refreshing exhibits, and strengthening the story of "why" is maritime important to Texas.

II. Advertising, Solicitations, and Promotions that Directly Promote Tourism and the Hotel/Convention Industry:

Educational Events will begin with the assistance of other non-profit organizations and the Educator, Shelly Knostman. The executive director, Justin Parkoff, Ph.D., and Shelly continue to collaborate to provide innovative and interactive activities, summer camps, events, and exhibits for children/adult audiences.

The Texas Maritime Museum is continuing to work on a permanent exhibit on the second floor dedicated to the maritime battles in Texas during the American Civil War. This exhibit consists of numerous models, interactive displays, and historical artwork depicting these battles.

The Texas Maritime Museum's 27th Annual Mah- Jongg Tournament will be held in 2024 at the Rockport Country Club. This event continues to attract players from all over the state of Texas as well as, out of state.

The 27th Annual Rockport Wine Festival will be the largest fundraiser for the museum and continues to attract visitors from across the nation and on an international level. The detailed zip code report and Hot Fund participating locations requires accurate data to be collected and entered into an EXCEL spreadsheet at the conclusion of the festival Tickets may be purchased for the event on the Museum website prior to the event. A market plan to promote the event through digital media, television, radio, small print, and large-scale printing was created in March 2023 and will be expanded throughout 2024.

III. Promotion of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:

As stated in Section I, the Texas Maritime Museum is expanding our exhibits by working with a team of experts in the field of maritime research. This team includes marine archaeologists Dr. Justin Parkoff, Amy Borgens, Dr. Sam Cuellar, Professor Tom Oertling, and well-published historians Andrew Hall, Edward Cotham Jr., and Donald Frazier. The team includes the renowned marine artist Dr. Peter J. Rindlisbacher who has dedicated most of his career to carefully researching and accurately painting some of the most important events and periods in Texas' rich history. These encompass the numerous seas battles that took place along our coast during the Texas Navy Period and the Civil War Union's extensive blockade of Texas. The diversity also delves into other documented periods of Texas' history. This started with the early Native American Karankawa coastal trade, Spanish and American colonization, the western river steamboat cotton trade, the golden age of the Morgan steamers, and the massive offshore industries that dot our coastline.

A. The Texas Maritime Museum holds the original watercolors of the Texas Lighthouses painted by Mr. Harold Phenix in 1990. This exhibit has been a source of attraction since the opening of the Museum in 1989 and especially from the Hill Country and his former home sites. The entire oil painting collection, a total of 13 is award-winning and helps in perpetuity for Harold (deceased 2009) and his family. A true ambassador for the Museum and in-house artist forever. In addition to our original Phenix collection, two more paintings were donated by Joanie Phenix and are now on display. Paintings of the Smith House and the Fulton Mansion can be found in the Museum Library.

B. The original oil painting, Marion Meat Packing which is showcased in the Museum on the first floor depicts Rockport/Fulton in the 1880s. The history of exploration and development of the coastal region is told by this 4 x 6 life-size original.

IV. Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:

As the official accredited maritime museum of Texas, the Texas Maritime Museum is working closely on historic conservation and preservation projects tied to inland waterways and coastal projects. The museum works closely with the State Governor's Texas Historical Commission, the U.S. Naval History and Heritage Command, and other educational institutions such as the Center for Maritime Archaeology and Conservation at Texas A&M University and the Maritime Studies Program at Texas A&M Galveston. By working with these entities, the Texas Maritime Museum has become more involved in active maritime projects around the state which bring in numerous rotating exhibits that directly promote tourism. These exhibits are educational, but more importantly, interactive to both children and adults alike, offering a more fulfilling and engaging maritime experience that promotes equality and accessibility for a diverse audience.

TEXAS MARITIME MUSEUM

2023-2024 PROPOSED ADVERTISING/MARKETING

NEWSPAPER/PRINT MEDIA:

- Rockport Pilot
- Austin Community Impact Newspaper with Central Austin Edition over 1.5 million distributions to households in Austin
- Our Digital Logline – throughout Texas and various states
- Billboard 77 miles from Rockport (on route from San Antonio to Rockport)

TV:

- Streaming TV advertisements package using Tegna throughout the Rio Grande Valley, Austin, Houston, San Antonio, Dallas-Fort Worth. Non-Skippable ads before on-demand TV streams.
- KIII Channel live interviews during morning show from the museum week of the festival
- Domingo Live Interview for Wine Festival
- Maritime Gala Interview with KIII

WEB ADVERTISEMENT:

- Tegna banner and display advertisements across multiple news website properties around the state (focused on Houston, Austin, San Antonio, Dallas Fort Worth and the Rio Grande Valley)
- Facebook and Instagram – paid advertising campaigns reaching Austin, San Antonio, Houston, Dallas-Fort Worth, West Texas, Hill Country, and the Rio Grand Valley
- Tegna news – digital website ads
- Eventbrite
- YouTube – KIII Interview/Info about events
- Develop a new website with enhance Google search rankings for Texas Museums and other relevant search terms. Website will have enhanced data tracking for advertising, memberships, donors, and events

ANNUAL EDUCATION ACTIVITIES relating to funded events/projects

July 2023
SEA Camp
H2Odyssey Camp

August- 2023
Tiny Tots
Home School Days

September 2023
Pirate Day
Back 2 School Event
Tiny Tots

October 2023
Halloween Harbor Haunts
Pumpkin Decorating Contest
Tiny Tots

November 2023
Family Craft Day
Tiny Tots

December 2023
Family Craft Day
Tiny Tots
Christmas In the District
Tropical Christmas
Christmas in the Park (Goose Island)

January 2024
Maritime Lecture Series

February 2024
Maritime Lecture Series
STEAM Valentine's Day

March 2024
Maritime Lecture Series
Maritime Spring Break Camp

April 2024
Easter Event
Home School Days

May 2024
Field trips

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 17

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the University of Texas Marine Science Institute/Mission Aransas National Estuarine Research Reserve for advertising and tourism promotion of the Bay Education Center

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Sara Melendez, Education Specialist with the Bay Education Center presented the application requesting funding for the Bay Education Center from Hotel Occupancy Tax for Fiscal Year 2023-2024. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting, regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The Agreement is the same as last year's Agreement when verbiage was added to the Agreement to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 6602003. Disbursement of funds will be made according to Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the University of Texas Marine Science Institute/Mission Aransas National Estuarine Research Reserve for advertising and tourism promotion of the Bay Education Center in the amount of $15,000.00, or $3,750.00 per quarter, as presented.

CITY OF ROCKPORT
AND
UNIVERSITY OF TEXAS MARINE SCIENCE INSTITUTE/MISSION ARANSAS NATIONAL ESTUARINE RESEARCH RESERVE

An Agreement Concerning the Use of Funds from the Hotel Occupancy Tax for the Bay Education Center

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and The University of Texas at Austin, Marine Science Institute/Mission Aransas National Estuarine Research Reserve, a federal and state partnership, hereinafter called "NERR-BEC," acting by and through its advisory board.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to the NERR-BEC ***FIFTEEN THOUSAND DOLLARS ($15,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, NERR-BEC agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that NERR-BEC is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The NERR-BEC shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the NERR-BEC with respect to expenditure of the revenue provided.

5.2 The NERR-BEC shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the NERR-BEC for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 The NERR-BEC shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and

c) The proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than sixty (60) days after the end of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The NERR-BEC shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the NERR-BEC pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire NERR-BEC for the duration of this Agreement. The NERR-BEC agree to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the NERR-BEC ***FIFTEEN THOUSAND DOLLARS ($15,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($3,750.00)*** each. The NERR-BEC shall receive its first quarterly payment on about the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the NERR-BEC within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to the NERR-BEC pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the NERR-BEC pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to the NERR-BEC, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless

otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the NERR-BEC shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The NERR-BEC, as an agency of the State of Texas and part of the University of Texas System is precluded from granting full indemnity in an agreement with another entity. Under this Agreement, the City and NERR-BEC shall each remain responsible for the actions of their respective officers, agents, and employees in performance of the Agreement in accordance with the U.S. Constitution, and the laws of the State of Texas.

SECTION 10. INSURANCE

The NERR-BEC, as an agency of the State of Texas and part of the University of Texas System is self-insured or otherwise insured to the extent required for a state agency with sovereign immunity. A letter of self-insurance has been provided to the City.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the NERR-BEC are not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and the NERR-BEC shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the University of Texas Marine Science Institute/Mission Aransas National Estuarine Research Reserve, ATTN: Jace Tunnell, Reserve Director, 750 Channel View Drive, Port Aransas, TX 78383.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the NERR-BEC shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the NERR-BEC shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the Hotel Occupancy Tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

THE UNIVERSITY OF TEXAS AT AUSTIN, MARINE SCIENCE INSTITUTE/MISSION ARANSAS NATIONAL ESTUARINE RESEARCH RESERVE

_____
_____ , _____
(Print Name) (Print Title)

ATTEST:

_____
(Name & Title)

EXHIBIT "A"

CATEGORY Convention Center or Visitor Information Center	**GRANT AMOUNT**
Programmatic & Visitor Operations	$15,000.00
TOTAL	$15,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

EXHIBIT "C"

Hotel Occupancy Tax Funding Application 2023-2024

Date: 5/26/2023

Organization Information

Name of Organization: Bay Education Center

Address: 121 Sesabreeze Dr

City, State, Zip: Rockport, Texas 78383

Contact Name: Jace Tunnell Contact Phone Number: 361-244-8665

HOT Contract Email: jace.tunnell@austin.utexas.edu

Web Site Address for Event or Sponsoring Organization: http://missionaransas.org/

Type of Organization: X Governmental _____ Non-Profit _____ Private/ For-Profit

Tax ID #: 74-6000203 Organization's Creation Date: 2006

Purpose of Organization: To enhance the public awareness and appreciation of the ecological and economic importance of the Mission/Aransas Watershed and surrounding bays.

Event Information

Name of Event or Project: Bay Education Center

Date of Event or Project: ongoing

Primary Location of Event or Project: 121 Seabreeze Dr., Rockport, TX 78383

Amount Requested: $15,000

How will the funds be used: Funds will be utilized to help programmatic and visitor operations that enable us to enhance visitors' experience. Our operation adds value to the visitor experience in downtown Rockport and the beach area.

Primary Purpose of Funded Activity/Facility:

Earth, Environmental and Marine Science Education

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

100 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☑ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $15,000

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 8

2. Expected Attendance: approx. 8,000 Prior year's attendance: 6,252

3. How many people attending the Event or Project will use City of Rockport hotels? 3,000

   Number of nights will they stay: 1 or more nights

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   No.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2020-2021	$ 13,000	$	
2021-2022	$ 15,000	$	
2022-2023	$ 15,000	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   We will work with the Chamber to provide data to them that captures out of town visitors.

   We also have a sign-in sheet that began Jan.2023 that collects hotel stay information.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   The University of Texas Marine Science Institute/ Mission-Aransas NERR will provide the bulk of operational and support money.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   No

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases to Media _____
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions Social Media, News Releases and other Rockport Attraction facilities

9. Will you include a link to local hotels on your website for booking during this event?
   No

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    No

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
    The Bay Education Center promotes the city of Rockport. All advertising done through social media and press releases mention the city of Rockport as the location of the event, program or activity.

12. What geographic areas does your advertising and promotion reach?
    Through social media the reach is to whoever is following our page. Otherwise, it is unknown of our actual reach.

13. How many individuals will your proposed marketing reach who are located in another city or county? Unknown

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: approx. 8,000/year

    Percentage of those in attendance that are staying at area hotels/lodging facilities: 41 %

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 18

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Christmas On The Beach for the drive through Christmas on the Beach light display.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Marissa Hunter, President and Shiloh Mitchell, Secretary for Christmas On The Beach presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement is the same as the other City of Rockport Hotel Occupancy Tax Agreements and contains verbiage to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 660____(*not assigned yet)*. Disbursement of these funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Christmas On The Beach for the 2023 Christmas On the Beach drive through light display in the amount of $8,190.00, as presented.

CITY OF ROCKPORT
AND
CHRISTMAS ON THE BEACH

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Christmas On The Beach – November 2023 to January 2024

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Christmas On The Beach, hereinafter called "Recipient".

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***EIGHT THOUSDAND ONE HUNDRED NINETY DOLLARS*** **($8,190.00).** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Bountiful Bowl Pottery Fair.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $8,190.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted

funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death or any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Christmas On The Beach, Attn: Shiloh Mitchell, 1919 Highway 35 North Unit 27, Rockport, TX 78382.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national

origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT	**CHRISTMAS ON THE BEACH**
_____	_____
Tim Jayroe, Mayor	_____,President
	(Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	_____, Secretary
	(Print Name)

EXHIBIT "A"

CATEGORY **Advertising, solicitations and promotions that directly promote tourism and the Hotel and Convention industry** **and** **Promotion of the Arts that directly enhance tourism and the hotel and convention industry** **and** **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**	**GRANT AMOUNT**
Advertising	$2,000.00
Promotion of the Arts	$4,000.00
Signage	$2,000.00
Any of the above three categories	$190.00
TOTAL	$8,190.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

Hotel Occupancy Tax Funding Application 2023-2024

Date: May 11, 2023

Organization Information

Name of Organization: Christmas On The Beach

Address: 1919 Hwy 35 N Unit 27

City, State, Zip: Rockport Texas 78382

Contact Name: Shiloh Mitchell Contact Phone Number: 3038866510

HOT ~~Contract~~ Contact Email: shiloh@mitchellbarkerinc.com

Web Site Address for Event or Sponsoring Organization: linktr.ee/christmasonthebeach

Type of Organization: ____ Governmental ✓ Non-Profit ____ Private/ For-Profit

Tax ID #: 92-0767436 Organization's Creation Date: Nov. 1, 2022

Purpose of Organization: To provide administrative and event ~~spon~~ support for the annual drive through light display on Rockport Beach

Event Information

Name of Event or Project: Christmas On The Beach

Date of Event or Project: last week of November to first week of January

Primary Location of Event or Project: Rockport Beach - ~~end of~~ Sea Breeze Drive

Amount Requested: $ 8190.00

How will the funds be used: The funds will be used to expand the displays and support the organization.

Primary Purpose of Funded Activity/Facility:

The primary purpose of COTB is to spread Christmas joy and hope, providing an opportunity for the 60% of economically disadvantaged children of our community to make Christmas memories for FREE!!!

Percentage of Hotel Tax Support of Related Costs

100% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

Ø Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

Ø Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☑ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ ~~4000.00~~ 2000.00

☑ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 4000.00

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☑ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ 2000.00

What tourist attractions will be the subject of the signs?

Christmas On The Beach ~~a~~ month Long event

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 1

2. Expected Attendance: 6,000+ Prior year's attendance: Over 4,331

3. How many people attending the Event or Project will use City of Rockport hotels? minimally 1,000

   Number of nights will they stay: minimally 1

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   Not yet, but looking to partner with a hotel and RV park to offer a "Christmas On The Beach" Package.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used: No idea, Rockport Fulton Chamber did it previously.

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
_____	$ _____	$ _____	_____
_____	$ _____	$ _____	_____
_____	$ _____	$ _____	_____

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   Survey of guests/viewers when they visit the display along with survey of hoteliers.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   PCBank Cards

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   No ~~event~~ charge, donations are accepted.

   Net profit goal for 2023 is 15,000 to be distributed to 30 nonprofits involved. This is our goal for 2023.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____ $2,000

Number of Press Releases to Media 2
Number Direct Mailings to out-of-town recipients Ø
Other Promotions Social Media - Facebook & Instagram

9. Will you include a link to local hotels on your website for booking during this event?
yes!! ∂∂

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
yes!! ∂∂

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Billboards in San Antonio, DFW, Houston

12. What geographic areas does your advertising and promotion reach?
World wide web! ∂

13. How many individuals will your proposed marketing reach who are located in another city or county? unlimited - Social media

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center): N/A

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

Overnight Visitors

TOTAL visitors from >75 miles away	**1091**
Total Rooms Occupied (2 persons)	**545.5**
Total Nights	**546**
Predicted Hotel Night Revenue Generated:	
$100 per night	**$ 54,600.00**
Amount Requested	
15% of Predicted Revenue	**$ 8,190.00**

Christmas on the Beach

Eligibility and Priority for Hotel Occupancy Tax Funds

Historic Information

Records received from the Rockport Fulton Chamber of Commerce, the previous organizer of the event:

2020 (COVID)

2781 cars

7200 guests

$10, 074.17

2021

1897 cars

5059 guests

$8132.90

2022

Current COTB team

organized in less than 3 months

ZERO paid staff

ZERO funding)

Total Funds Collected: over $8700

Cars: over 1,687

People: over 4331

of Zip Codes: USA - 57, Texas 133

States: 33 PLUS Texas

#Countries: 5

Attached is the ZIP Code tally sheet for reference. We also have 83 pages of data collected (**surveys**) by volunteers from vehicles willing to stop at the entrance of COTB. Copies can be provided upon request.

Marketing Programs

Current marketing programs include sharing our story with Texas wide

publications - hardcopy and internet based - along with news channels.

We also are pursuing billboard advertising in the San Antonio, Houston, and Dallas - Fort Worth markets for the coming season.

Lastly, we are looking to partner with a local hotel and RV Park to offer special “Christmas On The Beach” Package for the 2023 season.

Christmas on the Beach

Christmas on the Beach

Required Supplemental Information for Hotel Occupancy Tax Funding Application 2023-2024

1 - Detailed Budget
All funds spent for our first year, 2022, were personal funds.

The money used to get things rolling was donated by us, our families and friends, along with a few members of the community. We took a leap of faith and jumped in with both feet. Fifteen 15 other nonprofits came with us for the ride!!

At the end of the season, our Bright Light Award night (all City Councilors were invited :) was held and each participating NPO received their portion of the donations collected from viewers. Each check was $546.62!

We are working on a budget for the coming 2023 Christmas season and are already planning the expansion of the displays and organization.

2 - Marketing Plan
Our main strategy for marketing is through social media. We believe in using technology for good and enjoy spreading the word via Facebook and Instagram. We were featured in the Rockport Pilot multiple times throughout the season, along with the Caller Times. We will be sharing our story with other news outlets of the coastal bend and our state as Christmas 2023 approaches.

We will also pursue billboard advertising in the San Antonio, Houston, and Dallas - Fort Worth markets for the coming season.

3 - Schedule of Activities
COTB is a month long event that brings all people together.

It is a free event open every night of December, plus a week before and after to “catch” Thanksgiving and New Year’s visitors too.

We are diligent and intentional about communicating with other City and County offices when planning the event. The City of Rockport, The Navigation District of Aransas County, Rockport Cultural Arts District are just a few groups we collaborate and cooperate with to assure ALL events in our community are successful and complimentary of each other.

SPAIN = 3

CANADA = 7

MEXICO = 26
97963
78366
75069

Germany = 2

NEW MEXICO = 13
87121

South Dakota = 24
57106
57719

UTAH = 8
84501

MARYLAND = 9
21202

NEBRASKA = 19
68119

OHIO = 4
44236

MISSOURI = 8
64427
64154
64064

IDAHO = 2
83646

South Carolina = 2
29215

OREGON = 2
97057

Louisianna = 9
70726
71423

NORTH CAROLINA = 1
27513

NEVADA = 2
88901

KANSAS = 9
66047
67455
66012

COLORADO = 29
81007
81416
80109

WISCONSIN = 29
53010
54615
54017
54871
53713

IOWA = 15
50701

Michigan = 14
49329
49333

OKLAHOMA = 29
73737
73107

ARKANSAS = 4
71820

INDIANA = 19
47933
46250
47129
46164
46034
46795

New York = 10
~~1503~~ 11375
14301

ILLINOIS = 9
60156
60007
61443

Minnesota = 13
55349

ARKANSAS = 2
72002

MONTANA = 5
59701

Virginia = 8
24018
23322

FLORIDA = 13
32536
33626

WASHINGTON = 4
98102

ALASKA = 1

Pennsylvania = 2
19019

CALIFORNIA = 1
Los Angeles 90001

WYOMING = 15
82210

STOCKDALE TX = 2
78160

EDNA TX = 4
77957

McKinney TX = 2
75069

Odem TX = 7
78370

Hobson TX = 2
78117

CEDAR Park TX = 2
78613

North Zulch TX = 2
77872

WACO TX = 15
76633
76712
76701
76692

Leander TX = 8
78641

BAYSIDE TX = 8
78340

Floresville TX = 2
78114

Elgin TX = 4
78621

League City TX = 4
77573

ADKINS TX = 6
78101

EL CAMPO TX = 6
77437

Conroe TX = 1
77301

Canyon Lake TX = 6
78070

Tyler TX = 4
75701

Dripping Springs TX = 5
78620

SARITA TX = 2
78385

TRAVIS County TX = 2
78645

AITUDA TX = 1
79830

REFUGIO TX = 6
78377

SAN MARCOS TX = 4
78666

DONE

366

Rockport TX = 2,794
78382
78381

DALLAS/FtWORTH = 62
76116
75234

SAN Antonio TX = 192
78073
78229
78254
78015
78114
78101
78250
78213
78232
78070

ARANSAS PASS/
INGLESIDE TX = 183
78362
78336
78335

PORTLAND TX = 34
78374

Woodlands TX = 1
77354

AUSTIN TX = 90
78616
78731
~~78745~~
78745
78757
73301

Tomball TX = 1
77375

DIVINE TX = 7
78016

Columbus TX = 8
78943

HOUSTON TX = 52
77077
77027
77520
77055

EL PASO TX = 2
79835

HARLIGEN TX = 9
78550

FULTON TX = 60
78358

Seguin TX = 20
78123

College STATION TX = 9
77802

GIDDINGS TX = 4
78942

CORPUS CHRISTI TX = 101
78410
78412
78413
78414

Kemper TX = 3
76539

NIXON TX = 4
78140

Round Rock TX = 3
78664

ORANGE GROVE TX = 2
78372

DONE

368

TAFT TX = 4
78390

PLAINVIEW TX 4
79072

Sugarland TX = 1
77478

Victoria TX = 18
77901

MICO TX = 5
78056

AMARILLO TX = 2
79101

HARRISON County TX = 1
77634

HUFSMITH TX = 1
77634

ARLINGTON TX = 2
76001

Goliad TX = 2
77963

PORT ARANSAS = 5
78418

Abilene TX = 2
79605

LUBBOCK TX = 7
79382

Kilgore TX = 2
75662

Pleasanton TX = 6
78064

CAMPWOOD TX = 4
78382

Needleville TX = 8
77461

Sinton TX = 4
78387

Weimer TX = 2
78962

LAKE JACKSON = 2
77566

George West TX = 2
78022

KERRVILLE TX = 6
78028

STOCKDALE TX = 1
78160

NEW Braunfel TX = 13
78130

BOERNE TX = 9
78006

BISHOP TX = 3
78343

HONDO TX = 2
78861

~~Port~~

Port LaVaca TX = 9
77979

Liberty Hills TX = 8
78642

Yoakum TX = 3
77995

Muldoon TX = 3
78945

Gregory TX = 2
78359

Dennison TX = 8
75020

Mineral Wells TX = 4
76067

LAWRENCE TX = 4
75160

CUERO TX = 1
77954

MARBLE FALLS = 4
78654

Caldwell TX = 3
77836

LAVernia TX = 7
78121

San Augustine = 3
75972

DONE

369

~~4284~~
~~1510~~
~~1~~ 4
~~3~~ 1
~~9~~

Cedar Park TX · 78613 · 2
Austwel TX · 77950 · 2
MATHIS TX - 78368
Buda TX 78610 - 4
Runge TX 78151 · 2
~~Roanoke VA 24018 - 3~~

orange grove ~~TX~~
~~78372 - 2~~

Montgomery TX 77377-2
Woodsboro TX 78393 - 3 - 3
Kingsville TX 78363-3
Goliad TX 77963 - 3
Liverpool TX 77577 · 2
Rockdale TX 76567 · 4
Temple TX 76502 - 2 - 4
Jarrel TX 76537 - 2
Katy TX 77494 - 4

~~ALASKA - 1~~
~~Philadelphia PA 19019 -~~
2

INDIANA - ~~46~~19
47933
46250
47129
46164
46034
46795

Pipe Creek TX 78063 · 2
Bastrop TX 78602 - 4 - 2
~~Minnesota - 2~~
~~Florida · 1 - 2 - 4~~

~~maryland - 1~~
~~Illinois - 1~~

Blanco TX 78606 · 2 · 3
~~Idaho - 3~~
~~Ke~~ Falls City TX 78113 - 3
Palacio TX 77465 · 3
Georgetown TX - 78626 - 4
Canyon TX - 79015 · 4
~~Washington - 3 - 4~~
~~Nebraska - 8~~

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 19

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Little Theatre for advertising and tourism promotion.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, George Sherman, Board President of Rockport Little Theatre, presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement is the same as the other City of Rockport Hotel Occupancy Tax Agreements and contains verbiage to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 660____(*not assigned yet)*. Disbursement of funds will be made according to Section 6 of the Agreement.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Rockport Little Theatre for advertising and tourism promotion in the amount of $94,000.00, or $23,500.00 per quarter, as presented.

CITY OF ROCKPORT
AND
ROCKPORT LITTLE THEATRE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Rockport Little Theatre, a private non-profit association, hereinafter called "Theatre," acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging growth of tourism and convention/hotel activity in the City as outlined in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2023, and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

As authorized under the Act, the City hereby agrees to pay to the Theatre ***NINETY-FOUR THOUSAND DOLLARS ($94,000.00)*** of the money actually received by the City from local hotel occupancy tax. Subject to the terms and conditions herein, Theatre agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Theatre is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The Theatre shall maintain a separate financial account of the hotel occupancy tax funds received from the City and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the City,

a fiduciary duty is created in the Theatre with respect to expenditure of the revenue provided.

5.2 The Theatre shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the City Council or other person shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Theatre for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures were shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 The Theatre shall submit an annual report of activities and provide therein a projected line item budget to the City Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

(1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, will require City Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.

(2) A consolidated statement of anticipated receipts and expenditures for all funds.

(3) Anticipated revenues shall be placed in parallel columns and display therein the:

a) Actual amount for the last completed year;
b) Estimated amount for the current fiscal year;
c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

a) Actual amount of such items of expenditures for the last completed fiscal year;
b) Estimated amount for the current fiscal year; and
c) The proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the City (See Exhibit "B"), are required to be submitted to the City Secretary no later than SIXTY (60) days after the end

of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. It shall compare the projected attendance and heads in beds from the Application submitted with the actual number of heads in beds generated. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Theatre shall upon request submit an audited financial report to the City, showing in detail the disbursement and use of hotel occupancy funds paid to the Theatre pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the City reserves the right to request an annual audited financial statement reflecting the financial position of the entire Theatre for the duration of this Agreement. The Theatre agree to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Theatre ***NINETH-FOUR THOUSAND DOLLARS ($94,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ($23,500.00)*** each. The Theatre shall receive its first quarterly payment on about the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the Theatre within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the City Council. The City Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make quarterly payments to the Theatre pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Theatre pursuant to this Agreement was determined. Other agreements have also been made by the City with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, then in that event the City, upon prior notice to the Theatre, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the City, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The City shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Theatre shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Theatre agree to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Theatre, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Theatre shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than $500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Theatre in accordance with State law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Theatre are not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 13. NOTICE

All communications required by this Agreement between the City and the Theatre shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Rockport Little Theatre, ATTN: George Sherman, P.O. Box 1241, Rockport, TX 78381.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Theatre shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Theatre shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the Hotel Occupancy Tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

ROCKPORT LITTLE THEATRE

_____
_____, Board President
(Print Name)

ATTEST:

_____
_____,Secretary
(Print Name)

EXHIBIT "A"

CATEGORY **Promotion of the Arts that directly enhance tourism and the hotel and convention industry** **and** **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**	**GRANT AMOUNT**
Promotion of the Arts	$48,000
Signage	46,000
TOTAL	$94,000

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	**Approved Budget**	**1st Quarter Expenses**	**2nd Quarter Expenses**	**3rd Quarter Expenses**	**4th Quarter Expenses**	**TOTAL**	*** Number of Heads in Beds**
TOTAL REQUESTED							

***Must attach supporting documentation.**

Description of Administrative Expenses	**Current Fiscal Year Administrative Expenses Projection**	**Fiscal Year Administrative Actual Expenses**	**Percentage of Fiscal Year Projections**
TOTALS			

EXHIBIT "C"

Hotel Occupancy Tax Funding Application

Date: 5-29-2023

Organization Information

Name of Organization: Rockport Little Theatre

Address: PO Box 1241

City, State, Zip: Rockport, Texas 78381

Contact Name: George Sherman Contact Phone Number: 361-230-2660

HOT Contract Email: ritrockport@gmail.com

Web Site Address for Event or Sponsoring Organization: www.rockportlittletheatre.com

Type of Organization: _____Governmental __X__ Non-Profit _____Private/ For-Profit

Tax ID #: 13-4252182 Organization's Creation Date: May 15th, 2010

Purpose of Organization: To provide a vehicle for the education, production, and development of the performing arts, including, but not limited to drama, musical and related cultural productions and to encourage community participation in all aspects thereof.

Event Information

Name of Event or Project: Theatrical Plays (6/year), Comedies, Dramas & Musicals plus Theatre Signage.

Date of Event or Project: Year Round

Primary Location of Event or Project: Rockport Little Theatre @ 99 North Austin St. Rockport, Texas 78382

Amount Requested: $ 94,000

How will the funds be used: Performance licensing, set design, props/costumes, promotions/advertising, concessions, printing costs, entertainment contracts, technical expenses, playbill production/printing, posters, pamphlet creation and theatre signage.

Primary Purpose of Funded Activity/Facility: To attract visitors to our theatre and the Rockport Cultural Arts District. RLT primary task is to entertain and engage visitors and the community with a wide range of productions, including dramas, comedies, musicals, and other performing arts events. Our theatre also provides a platform for talented individuals to showcase their acting, singing, and dancing skills through these live theatrical productions.

Percentage of Hotel Tax Support of Related Costs

__84%__ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

__16%__ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

__0__ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities ___ 0_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

X **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ 48,000

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

X **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ 46,000

What tourist attractions will be the subject of the signs? The sign will indicate the location of Rockport Little Theatre @ 99 North Austin St. in RCAD. A programable color digital information board will announce RLT events and events throughout the business district, as well as city wide events. The signage will conform to Heritage District guidelines.

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 20 years, 2 ½ years at current location

2. Expected Attendance: 5000 per year_____ Prior year's attendance: 4250 per year _____

3. How many people attending the Event or Project will use City of Rockport hotels? 5% _____

   Number of nights will they stay: 2 _____

   Do you serve a room block for this event at an area hotel and if so, for how many rooms at which hotels:

   NO

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from the and number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
2022	$ 0	$ 3,600	0
2021	$ 0	$ 1,000	0
	$	$	

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)? Compile a visitor's log requesting zip codes, email addresses and lodging information. Track visitor information from credit card data compiled by our online ticketing service, TIX.com.

6. Please list other organization, government entities, and grants that have offered financial support to your project: Castaways, The Barrow Foundation, The Nystrom Foundation, Margaret Sue Rust Foundation, Greater Houston Community Foundation, MalJohn Industries, Fulton Oaks Charity Fund and the many Friends & Supporters of RLT.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? Event admission is $20 per person. Net profit from the event is approximately $9,000 per show which is used to pay monthly interest/principal on our mortgage, fund our educational workshops, contract outside entertainers, perform smaller one-day events and maintain theatre facilities/equipment.

1. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet: Big 6 Shows

   Newspaper: $ 450 per show___
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $ 750 per show (Social Media, Constant Contact Email)

   Number of Press Releases to Media 12/year (Email 1 and 2 weeks prior to event with 54% open rate)

   Number Direct Mailings to out-of-town recipients 18/year (2 Emails prior event, 1 Reminder 50% open rate)

   Other Promotions Show posters, pamphlets, website, social media

2. Will you include a link to local hotels on your website for booking during this event? YES

3. Will you negotiate a special rate or hotel/event package to attract overnight stays? YES

4. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Expand our promotions into Radio/TV through both PSA and paid ads. Begin utilizing Facebook business tools to purchase and boost ads. Link Facebook ads to Instagram, Twitter, and our website.

5. What geographic areas does your advertising and promotion reach?
   Our ads and promotions reach both local and regional areas. Our social media reach is national.

6. How many individuals will your proposed marketing reach who are located in another city or county? 1000+

7. If the funding requested is related to a permanent facility (e.g., museum, visitor center): Expected Attendance Monthly/Annually: 675 per show / 4050 per year

   Percentage of those in attendance that are staying at area hotels/lodging facilities: 5 %

Please Submit to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

2023-2024 HOT Funding Request

Event Funding

6 Live Performances | Request: $8,000/show* | Total: $48,000

Average cost per show is calculated from 9 plays between 2021 and 2023.
RLT plans on performing 6 major plays per year.

9 Show Total	Budget Item	Per Show*
$17,029.17	Performance Licenses & Contracts	$1,892.13
$13,605.80	Set Design, Props & Costuming	$1,511.75
$13,035.57	Event Support (Concessions, Beverages & Merchandise)	$1,448.39
$10,763.96	Printing & Copying Costs (Playbills & Scripts)	$1,195.99
$4175.64	Promotions & Advertising	$463.96 ⊕
$26,365.85 / 25 mos	Insurance, Utilities, Email, Website & Janitorial Services	$1,054.63/mos
$71,370.19	Totals	$7,566.85*

Marketing Plan

Currently: $500/Show ⊕ Request: $1,000/Show

Newspaper Ads	Rockport Pilot	Corpus Christi Caller Times
Website Promotions	http://www.rockportlittletheatre.com	
Social Media	Facebook Twitter	Instagram
Posters & Pamphlets	Printed Color Media 8 ½ x 14	4 x 5
Email Promotions	Constant Contact	

2023-2024 HOT Funding Request

Signage Funding

Request: $46,000

Rockport Little Theatre is requesting HOT funding in the amount of $46,000 for the installation of signage on RLT property 99 North Austin St. The sign will include both standard backlit lettering and a digital information board. The sign will comply with Heritage District guidelines.

$8,000	Standard 2' x 6' RLT Sign (translucent plastic with internal LED lighting)
$8,000	Signage foundation and support structure
$30,000	Programable 3' x 6' two-side digital LED board

Rockport Little Theatre Historic Timeline

2003 – 2017: RLT began performances in October 2003 with two theatrical productions per year at the Rockport Historical School.

2008: The Rockport Little Theatre Association was officially created for the purpose of providing quality live theatre and entertainment to Rockport and the surrounding community and was declared to be a 501(c)(3) exempt organization with public charity status 509(a)(2) on May 15, 2010.

2014: RLT board votes to start a building fund to save money from fundraisers for their "dream theatre" and future home.

2017 (Spring): RLT board holds a planning retreat to establish five-year and ten-year plans to secure their own permanent venue.

2017 (Summer): Hurricane Harvey hits Rockport on August 25, 2017, causing extensive damage to the Rockport Historical School and RLT becomes homeless.

2018: The Rialto Theater in Aransas Pass offers their theatre as a temporary venue for RLT to perform their productions for a rental fee plus a percentage of ticket sales.

2019: The La Palma Event Center offers RLT the opportunity to return to Rockport to perform, offering theater space for a rental fee on show weekends plus a percentage of ticket sales. For the first time, RLT performs more than two productions in a year: *Steel Magnolias,* a radio play of *Sunset Boulevard*, *Oliver!* and *Holder Posey the Felonious Photographer.* In February 2020, RLT had sell-out performances of *Always...Patsy Cline,* which would be the final performances held at La Palma Event Center, which sold in May 2020.

2020: RLT board of directors implements its plan to purchase a permanent building for their future home, and on August 2020, officially secures the property and building on 99 N. Austin Street in Rockport.

2021: Building demolition and renovation are implemented, utilizing the "permanent" building fund and acquired grants. Upon completion, a "soft" opening of the theater is held on July 4th weekend with a performance by singer-entertainer Nadine Royale. The comedy M*A*S*H and the musical NUNSENSE close out a successful 1st year.

2022: Sponsorship and grant monies are utilized to build improve theater seating, build a front-of-house wall/tech booth and install two emergency exits. The first full year in the new theatre brought Rockport audiences more productions such as *The Death & Life of Sneaky Fitch*, *Arsenic & Old Lace*, and the musical *All is Calm*. Most important, we held our first Summer Youth Theatre Workshop and performed *The Wizard of OZ*. The year also brought many smaller comedy events and musical performances.

2023: The current year has solidified our presence in the Rockport Cultural Arts District with record audience attending *ANN (Ann Richards)* comedy, *Murder on the Orient Express* and *The Foreigner*.

We currently gearing up for our second Summer Youth Theatre Workshop with a kids performance of *Alice in Wonderland*. The remaining performance schedule includes 12 *Angry Men* (Drama) and *The Fantastiks* (Musical).

Rockport Little Theatre — Performance History

Date	Performance
October 2003	***Blithe Spirit***
March 2004	*Doin' Time at the Alamo*
November 2004	***Murder on the Rerun***
March 2005	*Cemetery Club*
November 2005	***Lone Star Love Potion***
March 2006	*Nunsense*
November 2006	***Opal's Million Dollar Duck***
March 2007	*The Odd Couple*
November 2007	***Murder at the Howard Johnson's***
February 2008	*Plaza Suite*
November 2008	***Night of One Acts***
February 2009	*Last of the Red Hot Lovers*
March 2010	***The Sunshine Boys***
November 2010	*Sylvia*
March 2011	***Rumors***
November 2011	*The Best Little Whorehouse **in** Texas*

March	**2012**	***Noises Off***
November	2012	Fiddler on the Roof
March	**2013**	***The Sensuous Senator***
November	2013	*The Psychic*
March	**2014**	***The Amorous Ambassador***
November	2014	*Young Frankenstein*
March	**2015**	***9 to 5***
November	2015	*The Addams Family Musical*
March	**2016**	***Cash on Delivery***
November	2016	*The Best Little Whorehouse in Texas*
March	**2017**	***The Mousetrap***
May	2018	*The Vagina Monologues*
November	**2018**	***Steel Magnolias***
February	2019	*Steel Magnolias Redux*
March	**2019**	***Sunset Boulevard Radio Show***
May	2019	*Oliver!*
September	**2019**	***Holder Posey Melodrama***
February	*2020*	*Always, Patsy Cline*
September	**2021**	***M*A*S*H***
November	2021	*Nunsense*
April	**2022**	***The Death & Life of Sneaky Fitch***
June	2022	*Divorce Sale*
June	**2022**	***24 Hr Play Festival***
August	2022	*Wizard of OZ (Youth)*
September	**2022**	***Arsenic & Old Lace***
December	2022	*All is Calm (Musical)*
January	**2023**	***ANN (Ann Richards Tx Govenor)***
March	2023	*Murder on the Orient Express*
May	**2023**	***The Foreigner***
June	2023	*Alice the Musical (Youth)*
July	**2023**	***24 HR Play Festival***
September	**2023**	***12 Angry Men (Jurors)***
December	2023	*The Fantastiks (Musical)*

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 20 2012

ROCKPORT LITTLE THEATRE
PO BOX 1241
ROCKPORT, TX 78381-1241

Employer Identification Number:
13-4252182
DLN:
17053236399031
Contact Person:
MAXWELL SULLIVAN ID# 31696
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 20

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Wendell Family Fund for 4th of July Fireworks display.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, the Council received the Wendell Family Fund Fiscal Year 2023-2024 budget request. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement is the same as the other City of Rockport Hotel Occupancy Tax Agreements and contains verbiage to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 660____(*not assigned yet)*. Disbursement of these funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with the Wendell Family Fund for the 4th of July Fireworks display in the amount of $1,600.00, as presented.

CITY OF ROCKPORT
AND
WENDELL FAMILY FUND

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Wendell Family Fireworks – July 2024

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Wendell Family Fund, hereinafter called "Recipient".

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***SIXTEEN HUNDRED DOLLARS*** **($1,600.00).** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Bountiful Bowl Pottery Fair.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $1,600.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death or any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Wendell Family Fund, Attn: Lisa Wendell, 3257 Inwood Drive, Houston, TX 77019.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

WENDELL FAMILY FUND

_____
_____, _____
(Print Name) (Title)

ATTEST:

_____
_____, _____
(Print Name) (Title)

EXHIBIT “A”

CATEGORY **Advertising, solicitations and promotions that directly promote tourism and the Hotel and Convention industry** **and** **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**	**GRANT AMOUNT**
Advertising	$1,000.00
Signage	$600.00
TOTAL	$1,600.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

Hotel Occupancy Tax Funding Application 2023-2024

Date: May 8, 2023

Organization Information

Name of Organization: Wendell Family Fund

Address: 3257 Inwood Dr

City, State, Zip: Houston, TX 77019

Contact Name: Lisa Wendell Contact Phone Number: 281.546.3579

HOT Contract Email: lisa@slwendell.com

Web Site Address for Event or Sponsoring Organization: wendellfamilyfireworks.com

Type of Organization: ____ Governmental X Non-Profit ____ Private/ For-Profit

Tax ID #: 45-5463001 Organization's Creation Date: July 2013

Purpose of Organization: Organize a fireworks celebration for visitors and residents

Event Information

Name of Event or Project: Wendell Family

Date of Event or Project: July 4, 2023

Primary Location of Event or Project: Little Bay Area

Amount Requested: $ 1600

How will the funds be used: To promote the event to visitors and residents through social media and newspaper ads and to pay for banner announcing/reminding the event.

Primary Purpose of Funded Activity/Facility:

To bring people to town for the celebration, advertise to local residents, local businesses, and out of town visitors and businesses to gain additional financial support for the show.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☒ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $ 1000

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☐ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $_____

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☒ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ 600

What tourist attractions will be the subject of the signs?

4th of July fireworks show announcement on a banner on Business 35

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 55+

2. Expected Attendance: 15,000 Prior year's attendance: _____

3. How many people attending the Event or Project will use City of Rockport hotels? 3000 estimate

   Number of nights will they stay: 2-4

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   NO

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used estimate
	City HOT Funds	Others	
July 2022	$ 0	$ 85k	3000
July 2021	$ 0	$ 79k	3000
July 2020	$ 0	$ 71k	3000

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   majority of visitors staying in hotels and rental homes are here for the celebration events which culminates with our fireworks show

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   HEB, Ace Hardware, IBC Bank (see website for very long list)

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   The event is free to all visitors and residents, profits are usually less than 10% and roll over to future shows.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: $ 3000
Radio: $ _____
TV: $ _____
Other Paid Advertising: $ 1000

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions social media campaigns (paid) to reach out of town & local residents

9. Will you include a link to local hotels on your website for booking during this event?
We have not in the past but could add this to our website. Might require additional funds for programming website.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
NO

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
paid social media campaigns

12. What geographic areas does your advertising and promotion reach?
surrounding cities and larger south texas cities (social media)

13. How many individuals will your proposed marketing reach who are located in another city or county? unknown at this time as we need funds to work on expanded reach

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 21

Deliberate and act on Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Airplanes & Coffee for the Warbirds Over South Texas Airshow.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: At the July 11, 2023, City Council Meeting, Cody Stewart, representing Airplanes & Coffee presented their Fiscal Year 2023-2024 budget request to the City Council. Deliberation and action regarding allocations was held at the July 11, 2023 Council Meeting regarding requested Hotel Occupancy Tax funding for Fiscal Year 2023-2024. The proposed Agreement is the same as the other City of Rockport Hotel Occupancy Tax Agreements and contains verbiage to track "heads in beds" per State statutes.

See the accompanying agreement for additional details.

FISCAL ANALYSIS: Budget account 660____(*not assigned yet)*. Disbursement of these funds will be made upon submittal of Fiscal Year 2023-2024 HOT Funding Expense Report and subsequent approval by the City Council.

STAFF RECOMMENDATION: Staff recommends Council approve the Fiscal Year 2023-2024 Hotel Occupancy Tax Agreement with Airplanes & Coffee for the 2024 Warbirds Over South Texas Airshow in the amount of $25,000.00, as presented.

CITY OF ROCKPORT
AND
AIRPLANES & COFFEE

An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Warbirds Over South Texas Airshow

STATE OF TEXAS §
§
COUNTY OF ARANSAS §

This Agreement is made by and between the City of Rockport, a Texas home rule municipal corporation, hereinafter called "City," and Airplanes & Coffee, hereinafter called "Recipient".

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the City expends funds collected for the purpose of advertising with any media outlet that is outside 75 miles of the City of Rockport (Resolution No. 09-15) and encouraging the growth of tourism and convention and hotel activity in the City as codified in Chapter 94, Article IV, Hotel Occupancy Tax of the City of Rockport Code of Ordinances ("Code"). The City may, by contract, allow Recipient to expend hotel occupancy taxes for such purposes.

SECTION 2. TERM OF AGREEMENT

Conditioned upon City Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The City hereby agrees to pay to Recipient, from money actually received by the City from local hotel occupancy tax, the sum of ***TWENTY-FIVE THOUSAND DOLLARS*** **($25,000.00).** Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the City derives direct tourist income benefits from the Warbirds Over South Texas Airshow.

SECTION 4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that Recipient is engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.

5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the City Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures shown on the Hotel Occupancy Tax Application (See Exhibit "C") and approved by the City Council and shown to be directly related to the promotion of tourism and the hotel industry. (See Exhibit "A".)

5.4 Recipient shall prepare and file with the City Secretary a post event financial report, on a form prescribed by the City (See Exhibit "B"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

5.5 The City may request an annual audited financial statement reflecting the financial position of the Recipient for the period of time this Agreement is in effect. The Recipient agrees to provide a current audit (current defined as no later than the last calendar year), such copy to be delivered within twenty (20) days upon receiving a request from the City Manager or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the City Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - $25,000.00.**

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The City's obligation to make payment to Recipient pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the City. The dollar figure to be paid to the Recipient was based in part upon this anticipated, budgeted income. Recipient understands that other agreements have also been made by the City, providing for disbursement by third parties of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the City, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted

funds, the City may, after notice to the Recipient, reduce the total obligated payment should the governing body determine that such action is necessary to fund any other third-party agreement(s).

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the City, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Recipient agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, courts costs and attorney fees, for injury to or death or any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. TERMINATION

If Recipient is in breach of this Agreement, the City may terminate the Agreement by providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the City Manager or Mayor may immediately declare Agreement terminated.

SECTION 11. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the City Council.

SECTION 12. NOTICE

All communications required by this Agreement between the City and the Recipient shall be in writing and addressed to the attention of the City Manager, 2751 State Highway 35 Bypass, Rockport, TX 78382 or to the Recipient at Aransas County Airport, Attn: Jerry Brown, P.O. Box 1270, Rockport, TX 78381.

SECTION 13. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the City of Rockport Code and all the State of Texas Acts. (See Section 1.)

SECTION 14. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national

origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the City of Rockport, Aransas County, Texas on this ____ day of _____ 2023.

CITY OF ROCKPORT	**AIRPLANES & COFFEE**
_____	_____
Tim Jayroe, Mayor	_____,President
	(Print Name)
ATTEST:	**ATTEST:**
_____	_____
Teresa Valdez, City Secretary	_____, Secretary
	(Print Name)

EXHIBIT “A”

CATEGORY **Historical Restoration & Preservation activities that directly promote tourism and the hotel and convention industry**	GRANT AMOUNT
Historical Restoration	$25,000.00
TOTAL	$25,000.00

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2023-2024			
Description of Expense	**Approved Budget**	**Amount of Expense**	***Number of Heads in Beds**
Total Reimbursement Request			

***Must attach supporting documentation.**

Hotel Occupancy Tax Funding Application 2023-2024

Date: 6/29/2023

Organization Information

Name of Organization: Airplanes & Coffee 501c3 Organization

Address: 1519 Snow Bird Trail

City, State, Zip: Lewisville, TX 75077

Contact Name: Cody Stewart Contact Phone Number: 361-229-0857

HOT Contract Email: cstewart@actsaviation.com

Web Site Address for Event or Sponsoring Organization: https://airplanesandcoffee.com/

Type of Organization: _____ Governmental XXX Non-Profit _____ Private/ For-Profit

Tax ID #: 86-2488375 Organization's Creation Date: 1/31/2022

Purpose of Organization:

Airplanes and Coffee is a 501(C3) non-profit organization which aims to strengthen the flying community by getting as many new people involved with Aviation as possible.

Event Information

Name of Event or Project: Warbirds Over South Texas Airshow

Date of Event or Project: June 8th-9th 2024

Primary Location of Event or Project: Aransas County Airport

Amount Requested: $ 25,000.00

How will the funds be used: The funds will be used for advertising, safety crews, and event essentials.

Primary Purpose of Funded Activity/Facility:

The event's primary purpose is bring tourism to Rockport, inspire the younger generation of the Coastal Bend to pursue aviation in Rockport, and to bring awareness of the aviation local history. Also, the airshow is to commemorate the 80th anniversary of D-Day event of WWII.

Percentage of Hotel Tax Support of Related Costs

10% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

10 % Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

5% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **1) Convention Center or Visitor Information Center:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **2) Registration of Convention Delegates**: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **3) Advertising, Solicitations and Promotions that directly promote tourism and the Hotel & Convention Industry:** to attract tourists and convention delegates or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **4) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: Amount requested under this category: $ _____

☒ **5) Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. Amount requested under this category: $ 25,000.00

☐ **6) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the municipality or its vicinity. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **7) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** a) the commercial center of the city; b) a convention center in the city; c) other hotels in or near the city; and d) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

_____

_____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **8) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category:** $ _____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 4 years

2. Expected Attendance: over 10k Prior year's attendance: 3k-5k

3. How many people attending the Event or Project will use City of Rockport hotels? 50%

   Number of nights will they stay: 1 or 2 nights

   Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

   We are working with 3 hotels to possibly receive block rates for the event weekend.

4. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from and the number of hotel rooms used:

Event Date	Assistance Amount		Number of Hotel Rooms Used
	City HOT Funds	Others	
May 27th & 28th 2023	$ 0	$ 25,000	1,100 hotel nights via survey
December 10th & 11th 2022	$ 0	$ 20,000	est. 850 hotel nights
December 11th & 12th 2022	$ 0	$ 15,000	unknown

5. How will you measure the impact of your event on area hotel activity (e.g.: room block usage information, survey of hoteliers, etc.)?

   At the event gate, every party must fill out a survey with zip codes, hotel/motel/airbnb nights booked, and number of people in the party.

6. Please list other organization, government entities, and grants that have offered financial support to your project:

   Aransas County and various local business sponsorships.

7. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   This event will be the first time an admission charge will be required to help offset airshow performer costs.

8. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $ 1000,00
   TV: $ 8,000.00
   Other Paid Advertising: $ 1,000.00

   Number of Press Releases to Media 10
   Number Direct Mailings to out-of-town recipients _____

   Other Promotions Full social media campaign and possible billbords

9. Will you include a link to local hotels on your website for booking during this event?
   yes with promotional codes.

10. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    yes with promotional codes.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? We intended to engage the Rockport/Fulton Chamber of Commerce, along with multiple news organization (KRIS, ect.) and social media/digital specialists

12. What geographic areas does your advertising and promotion reach?
    Central TX, South TX, and East TX metro networks

13. How many individuals will your proposed marketing reach who are located in another city or county? 250,000 - 350,000

14. If the funding requested is related to a permanent facility (e.g., museum, visitor center):

    Expected Attendance Monthly/Annually: 25,000 people est. annually

    Percentage of those in attendance that are staying at area hotels/lodging facilities: 50 %

Please Submit before May 31, 2023 to:
City of Rockport
City Secretary
tvaldez@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 22

Deliberate and act on request from First Assembly of God Church for closing of East Laurel Street from North Live Oak Street to North Church Street on October 31, 2023, from 5:00 p.m. until 8:00 p.m. for First Assembly of God Fall Festival.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: Please see the attached email from the Rockport First Assembly of God requesting the closure of one block of East Laurel Street from North Live Oak Street to North Church Street from 5:00 p.m. to 8:00 p.m. on October 31, 2023, for a Fall Festival. This request is the same as other temporary closures they have requested the last several years. Please see the accompanying aerial map for details.

FISCAL ANALYSIS: The Street Department will have minimal labor and equipment cost for providing barricades.

RECOMMENDATION: Staff recommends Council approve a request from First Assembly of God Church for closing of East Laurel Street from North Live Oak Street to North Church Street on October 31, 2023, from 5:00 p.m. until 8:00 p.m. for First Assembly of God Fall Festival, as presented.

From: bbrucelf@aol.com
To: Teresa Valdez
Subject: Fw: Street closure of 813 e laurel for Rockport First Assembly church
Date: Wednesday, September 20, 2023 11:17:02 AM

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

----- Forwarded Message -----
From: "bbrucelf@aol.com" <bbrucelf@aol.com>
To: citysec@cityofrockport.com <citysec@cityofrockport.com>
Sent: Monday, September 19, 2022 at 05:24:19 PM CDT
Subject: Street closure of 813 e laurel for Rockport First Assembly church

To whom it may concern,
I am requesting the closure of E. Laurel St in front of our church (from Live oak to church st), on October 31 from 5-8 pm. This will allow us to safely have our Fall Festival community event.

This has been an annual event for the last 10 years. Thank you for your consideration.
Thanks you

Bruce Frazier
Senior Pastor

First Assembly of God Street Closure Request

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 23

Deliberate and act on cancellation of October 10, 2023, November 28, 2023, and the December 26, 2023, Council Regular Meetings.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: VRS

BACKGROUND: Historically, some regular meetings have been cancelled in September or October due to conflicts with the Texas Municipal League Annual Conference. The 2023 Texas Municipal League Conference being held in Dallas is scheduled for October 3-6, 2023. Council and Department Directors will be attending the Conference and will not be available for the preparation of a Council Agenda and Council Packet for a Council Meeting on October 10, 2023.

City Council has also cancelled regular meetings near the Thanksgiving and Christmas holidays due to scheduling conflicts with all of those involved. In the event there is time-sensitive business that cannot wait for the regular meeting in the following month, special workshops or meetings can be called.

FISCAL ANALYSIS: None

RECOMMENDATION: Staff recommends City Council approve cancellation of October 10, 2023, November 28, 2023, and December 26, 2023 Council Regular Meetings, as presented.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 24

Deliberate and act on second and final reading of an Ordinance granting a Conditional Use Permit (CUP) for the purpose of bringing the existing RV Park into compliance with current City Codes and to remodel existing features in the RV Park on property located at 1331 State Highway 188; also known as Lot 1R & 2, Coastal Paradise Subdivision, being 17.989 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport Code of Ordinances; repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUBMITTED BY: Assistant Director Building & Development Services/Community Planner – Carey Dietrich

APPROVED FOR AGENDA: VRS

BACKGROUND: Property owners, Sea Grass, LP, wish to bring the existing RV Park into compliance with current City Code and upgrade some existing features within the park.

There have been no changes to content or format since Council approved the first reading on September 12, 2023.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Approval of the second and final reading of an Ordinance granting a Conditional Use Permit (CUP) for the purpose of bringing the existing RV Park into compliance with current City Codes and to remodel existing features in the RV Park on property located at 1331 State Highway 188; also known as Lot 1R & 2, Coastal Paradise Subdivision, being 17.989 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.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF BRINGING THE EXISTING RV PARK INTO COMPLIANCE WITH CURRENT CITY CODES AND TO REMODEL EXISTING FEATURES IN THE RV PARK ON PROPERTY LOCATED AT 1331 STATE HIGHWAY 188; ALSO KNOWN AS LOT 1R & 2, COASTAL PARADISE SUBDIVISION, BEING 17.989 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.

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

WHEREAS, On August 16, 2023, notice was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass and on the City's webpage www.cityofrockport.com; and

WHEREAS, on August 18, 2023 notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on August 19, 2023, the City caused to be published "Notice of Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on September 5, 2023, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on September 5, 2023, the Planning & Zoning Commission did meet and said Commission by unanimous vote of approval, recommends Council to accept and approve this request for a Conditional Use Permit (CUP) for property located at State Hwy 188, and

WHEREAS, on September 12, 2023, at 6:30 p.m., the Rockport City Council did hold a Public Hearing; and

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

SECTION 1 – CONDITIONAL USE PERMIT

That, pursuant to Section 118-23 "Conditional Use Permit" (CUP), of the Rockport Code of Ordinances, a Conditional Use Permit is hereby granted to property located at 1331 State Hwy 188

for the purpose of bringing the existing RV Park into compliance with current city codes, subject to compliance with the following conditions and all applicable regulations and conditions contained in the City of Rockport Code of Ordinances:

1. Must meet requirements of the City of Rockport Code of Ordinances, including, but not limited to Chapter 118, Sec 118-23 and Sec 118-24;

2. Any use other than that granted herein or permitted by right in the "R-1" zoning district shall be treated as an amendment to the Conditional Use Permit and shall be required to re-submit a Conditional Use Permit request as outlined in the Zoning Ordinance.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to

accrue or as affecting any rights of the City under any section or provisions of any ordinances in effect at the time of passage of this Ordinance.

SECTION 7

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

SECTION 8

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

APPROVED on first reading the _____ day of September 2023.

CITY OF ROCKPORT, TEXAS

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this ____day of September 2023.

CITY OF ROCKPORT, TEXAS

_____
Tim Jayroe, Mayor

ATTEST:

_____
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 [X]

Planned Unit Development (P.U.D.) by Conditional Permit [ ]

B. ADDRESS AND LOCATION OF PROPERTY _____
1331 SH 188 Aransas Pass, Tx 78336

C. CURRENT ZONING OF PROPERTY: R1

D. PRESENT USE OF PROPERTY: RV Park

E. ZONING DISTRICT REQUESTED: CUP

F. CONDITIONAL USE REQUESTED: RV Park

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

- Lot or Tract 1R & 2 Block _____
- Tract _____ of the _____ Survey as per metes and bounds (field notes attached)
- If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____
Sea Grass at Rockport

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 17.8acres

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

To bring existing RV Park into compliance with current ordinance and to remodel existing park features.

K. OWNER'S NAME: (Please print) Sea Grass of Rockport LP

ADDRESS: 1308 Common St Ste 205 #13

CITY, STATE, ZIP CODE: New Braunfels Tx 78130

PHONE NO 830.237.2573

L. REPRESENTATIVE: (If Other Than Owner) Branodn Namken

ADDRESS: 1308 Common St Ste 205 #13

CITY, STATE, ZIP CODE: New Braunfels Tx 78130

PHONE NO 830.237.2573

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

YES X 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. _____

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
1331 State Hwy 188

APPLICANT/PROPERTY OWNER
Sea Grass of Rockport, LP, Owner

PUBLIC HEARING DATE
P&Z – Tuesday, September 5, 2023
CC – Tuesday, September 12, 2023

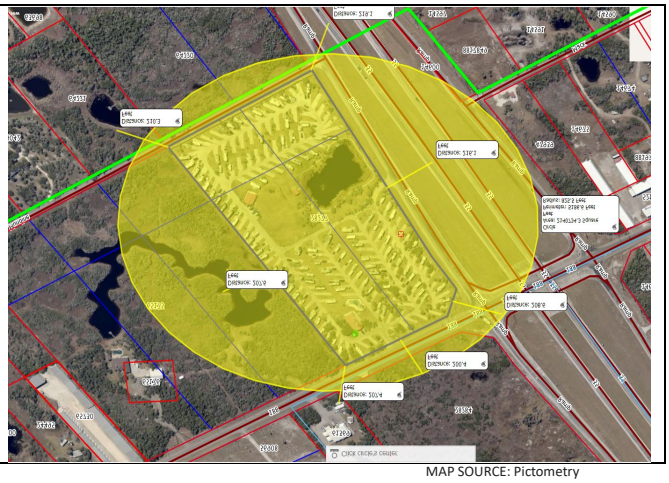
P&Z DATE
Tuesday, September 5, 2023

CITY COUNCIL DATE(S)
1st Reading - Tuesday, September 12, 2023
2nd Reading – Tuesday, September 26, 2023

BRIEF SUMMARY OF REQUEST

Property owners, Sea Grass at Rockport, LP, wish to bring the existing RV Park into compliance with current City Code and upgrade some existing features within the park.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, August 19, 2023 edition and mailed out to three (3) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 – 1st Single Family Dwelling District	RV Park Resort	***N*** – R-1 (1st Single Family Dwelling District) ***S*** **–** Not in City Limits ***E*** **–** Bypass / B1 (General Business District) ***W*** **–** R-1 (1st Single Family Dwelling District)	Existing RV Park	17.989 acres

STAFF RECOMMENDATION

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

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Commercial Use

PROPERTY HISTORY

The RV Park was constructed prior to annexation in 2017 under the name of Lagoons RV Park Resort. The new owners, Sea Grass at Rockport LP, wish to upgrade some of the features of the Park and bring the park into compliance with current RV Park regulations.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS | PUBLIC HEARING PETITION/ APPLICATION FORM | LEGAL NOTICE | LEGAL DESCRIPTION

PUBLIC COMMENTS | AGENCY COMMENTS | RESPONSE TO STANDARDS

OTHER (DESCRIBE)

S.H. 188
(100' PUBLIC R.O.W.)

S56°55'42"E 339.75' (S56°56'16"E 339.66')
(S57°22'49"E 151.42')
S57°48'03"E 149.98'
156.30'
S56°55'42"E 10.06'
97.11'
S56°55'42"E 10.07'
±135' TO S.H. 188 & S.H. 35
(S12°06'39"E 139.31')
S12°41'38"E 140.05'

25' B.S.L. PER PLAT
8' B.S.L. PER PLAT

N26°43'08"E 127.55'
S26°43'08"W 132.84'
N39°48'41"E 105.36'
S39°48'18"W 105.92'
145.6'

5-PARKING SPACES
6-PARKING SPACES
1-HANDICAP SPACE

BUILDING INSET "A"
138.4'
S88°01'34"E 117.65'
N88°01'34"W 118.38'
PUMP HOUSE
IN-GROUND POOL

f. 10-FT WIDE AEP EASEMENT
KNOWN AS TRACT 1
FILE NO. 342034 O.P.R.A.C.T.

S82°14'52"E 49.58'
S34°08'31"E 85.02'
N82°14'52"W 38.76'
N34°08'31"W 73.94'

LOT 1-R
COASTAL PARADISE
SUBDIVISION
VOL. 6, PG. 267
O.P.R.A.C.T.
9.273 AC.

N32°51'30"E 152.89'
S32°51'30"W 159.17'
S32°35'59"W 190.62' (S32°05'05"W 189.01')

631.60' (631.50')

SEPTIC DRAINFIELD

N32°51'30"E 517.58'
S32°51'30"W 507.11'
N32°51'30"E 505.90'
S32°51'30"W 509.68'
N32°59'19"E 338.10'
S32°59'19"W 332.50'

N32°52'08"E 443.01'
S32°32'08"W 437.34'
N32°50'45"E 1271.35' (N32°56'E 1271.54')

1. 10-FT WIDE AEP EASEMENT
KNOWN AS TRACT 1
FILE NO. 342034 O.P.R.A.C.T.

S56°23'22"E 135.49'
N56°23'22"W 155.50'

S.H. 35 RELIEF ROUTE
(VARIABLE WIDTH PUBLIC R.O.W.)
428.47' (428.47')
S26°29'01"E 84.32'
N26°29'01"W 96.46'
S28°59'19"W 12.14'
S20°04'06"W 985.22' (S20°56'54"W 985.53')
556.74' (557.00')

FD. 1/2" I.R. W/ ILLEGIBLE CAP
S56°33'26"E 122.04' (S56°30'28"E 122.15')
N57°07'52"W 1396.83'
S30°23'21"W 141.91' (S30°21'53"W 141.85')
N30°12'30"E 107.01' (N30°11'07"E 107.01')
S54°25'11"E 306.36' (S54°26'34"E 306.36')
S23°55'16"E 73.30' (S23°54'56"E 73.34')
FD. 5/8" I.R. W/CAP
PP "BRUNDRETT RPLS 2133"

O.S.S.F.
SEPTIC DRAINFIELD
28.9'
BUILDING INSET "B"
LOT 2
COASTAL PARADISE
SUBDIVISION
VOL. 6, PG. 267
O.P.R.A.C.T.
8.565 AC.
POND
COVERED PATIO
BUILDING INSET "C"
113.9'

TONNE, CLIFFORD D.
LOT 4, PT. OF LOTS 5 & 6
BLOCK 18
McCAMPBELL SUBDIVISION
VOL. 1, PG. 38A, O.P.R.A.C.T.

639.75' (640')

FD. 1/2" I.R. W/CAP "JONES AND CARTER"
S32°44'55"W 10.01'
FD. 3/4" I.R.
N57°08'50"W 655.96' (N57°09'08"W 656.03')
e. 10.0' R.O.W. DEDICATED BY PLAT VOL. 6, PG. 173, O.P.R.A.C.T.
FD. 1/2" I.R. W/CAP "JONES AND CARTER"
±370' TO MUDINE & S.H. 35

MUNDINE RD.
(40' PUBLIC R.O.W.)

GRID
0 20 40 60 80
SCALE: 1"=40'

PROPERTY LOCATION
S.H. 35
S.H. 188
MUNDINE RD.
N

VICINITY MAP
1"=2000'
SOURCE: TNRIS GIS

EASEMENT/EXCEPTION NOTE
THE FOLLOWING EASEMENTS ARE NOT DEFINABLE OR BLANKET IN NATURE:

g. Terms, conditions, and stipulations in that certain City/Developer Water Construction Agreement, by and between City of Rockport, Texas and Smith & Wilson Properties, LLC, as recorded in Clerk's File No. 344459, of the Official Public Records of Aransas County, Texas.
h. Assignment and Assumption of Leases dated August 2, 2021, executed by J & S Paradise Lagoons, LLC to McDonald and Sons, LLC, recorded in Clerk's File No. 385024, of the Official Public Records of Aransas County, Texas.
i. Resolution regulating private sewage facilities in Aransas County, Texas, of record in Clerk's File No. Volume 15, Page 235 et seq., Commissioners Court Records of Aransas County, Texas.
j. Master Flood Hazard Prevention Ordinance for the City of Rockport, Texas, Ordinance No. 771, adopted February 27, 1987, approved first reading on April 14, 1987, filed April 29, 1987, recorded Clerk's File No. 154973, of the Real Property Records of Aransas County, Texas; and recorded in Volume 16, Pages 338-354, Commissioners Court Records and Volume 21, Page 283, Commissioners Court Records, Aransas County, Texas.
k. Resolution with reference to Subdivision Plats amended by the Commissioners Court dated May 9, 1979, of record in Volume 17, Page 444, Commissioners Court Records, Aransas County, Texas.
l. Oil, Gas and Mineral Lease dated February 11, 1997 between River Oaks Trust Co. as Trustee of the Jean McCambbell Davis Trust #0875, and the John S. Campbell Trust #0836, et al, as Lessor, and Ameritex Ventures, Ltd., as Lessee, recorded in Clerk's File No. 213529, of the Oil and Gas Records of Aransas County, Texas.
m. Oil, Gas and Mineral Lease dated February 11, 1997 between River Oaks Trust Co. as Trustee of the Jean McCambbell Davis Trust #0875, and the John S. Campbell Trust #0836, et al, as Lessor, and Ameritex Ventures, Ltd., as Lessee, recorded in Clerk's File No. 214299, of the Oil and Gas Records of Aransas County, Texas.
n. Oil, Gas and Mineral Lease dated February 11, 1997 between River Oaks Trust Co. as Trustee of the Jean McCambbell Davis Trust #0875, and the John S. Campbell Trust #0836, et al, as Lessor, and Ameritex Ventures, Ltd., as Lessee, recorded in Clerk's File No. 213531, of the Oil and Gas Records of Aransas County, Texas.
o. Oil, Gas and Mineral Lease dated February 11, 1997 between River Oaks Trust Co. as Trustee of the Jean McCambbell Davis Trust #0875, and the John S. Campbell Trust #0836, et al, as Lessor, and Ameritex Ventures, Ltd., as Lessee, recorded in Clerk's File No. 213530, of the Oil and Gas Records of Aransas County, Texas.
p. Oil, Gas and Mineral Lease dated February 11, 1997 between River Oaks Trust Co. as Trustee of the Jean McCambbell Davis Trust #0875, and the John S. Campbell Trust #0836, et al, as Lessor, and Ameritex Ventures, Ltd., as Lessee, recorded in Clerk's File No. 213528, of the Oil and Gas Records of Aransas County, Texas.
q. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 8, 1983, recorded in Clerk's File No. 128035, Official Public Records of Aransas County, Texas, which document contains the following language "..a stated 1/10th mineral reservation..". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

* NOTES *

1. THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH, BASED UPON RTK/GNSS OBSERVATIONS. REFERENCED TO N.A.D. 83, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE. CORRECTED TO HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
2. THE BASIS OF ELEVATIONS FOR THIS SURVEY IS DERIVED FROM RTK/GNSS ON SITE OBSERVATIONS BASED ON NAVD88 VERTICAL DATUM.
3. THIS SURVEY MEETS OR EXCEEDS THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS MINIMUM STANDARDS FOR LAND TITLE SURVEYS.
4. ALL DISTANCES TO STRUCTURES ARE TAKEN PERPENDICULAR FROM LOT LINES.
2. THIS TRACT DOES NOT LIE WITHIN THE BOUNDARIES OF A SPECIAL FLOOD HAZARD AREA AS APPROXIMATELY SHOWN ON F.E.M.A. FLOOD INSURANCE MAP (FIRM) #48007C0325G EFFECTIVE 02/17/2016.
3. WHERE SURVEYED OR COMPUTED COURSES DIFFER FROM THOSE OF RECORD, THE RECORD COURSE IS EXPRESSED IN PARENTHESIS, I/E, 1680.61' (1680.00').
4. ON-SITE SEPTIC FACILITIES SHOWN ARE PLACED APPROXIMATELY BASED UPON AS-BUILT INFORMATION PROVIDE BY THE COUNTY.
5. THE ZONING DESIGNATION FOR THIS PROPERTY IS R1 SINGLE FAMILY RESIDENTIAL ACCORDING TO THE CITY OF ROCKPORT ZONING MAP.
6. THIS SURVEY WAS PREPARED FOR CORRIDOR TITLE COMPANY OF NEW BRAUNFELS AND SHOULD ONLY BE USED FOR A SINGLE PROPERTY TRANSACTION. THIS SURVEY WAS PERFORMED FOR A SINGLE CONVEYANCE OF THE SUBJECT PROPERTY FOR THE EXCLUSIVE USE OF THE PARTIES OF THE SAID TRANSACTION AND IS NOT INTENDED FOR USE BY OTHER PARTIES IN THE FUTURE.

THIS SURVEY WAS CONDUCTED ACCORDING TO INFORMATION PROVIDED IN COMMITMENT FOR TITLE INSURANCE FILE NUMBER GF 22-3225-CH EFFECTIVE 10/23/2022.

N
BUILDING INSET "A"
SCALE 1"=20'
SINGLE STORY METAL BUILDING
COVERED PATIO
40.7' 50.6' 40.7' 50.6' 29.5' 40.9' 29.2'

N
BUILDING INSET "B"
SCALE 1"=10'
MANUFACTURED HOME
11.9' 29.3' 29.2' 12.1'

N
BUILDING INSET "C"
SCALE 1"=20'
SINGLE STORY METAL BUILDING
25.3' 50.2' 50.2' 25.1'

ALTA/NSPS SURVEY

BEING LOT 1-R AND LOT 2, COASTAL PARADISE SUBDIVISION, A SUBDIVISION IN ARANSAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 6, PAGE 267, MAP RECORDS OF ARANSAS COUNTY, TEXAS
"A.K.A. 1331 STATE HIGHWAY 188"

* SURVEYOR'S CERTIFICATION *

TO: RREAF HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, CORRIDOR TITLE OF NEW BRAUNFELS, ITS SUCCESSORS AND ASSIGNS:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2020 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5,6b,7a,8-11,13,14,&16-19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON DECEMBER 15, 2022.

DATED: DECEMBER 27, 2022

Gary Max Brandenburg, R.P.L.S.
Registration No. 5164

STATE OF TEXAS REGISTERED GARY MAX BRANDENBURG 5164 PROFESSIONAL LAND SURVEYOR

* LEGEND *

- FOUND 5/8" ø IRON ROD UNLESS OTHERWISE NOTED
- TxDOT CONCRETE HIGHWAY RIGHT OF WAY MONUMENT
- SET 5/8" I.R. W/CAP STAMPED "WES 10194410"
- "X" CUT IN CONCRETE
- PP UTILITY POLE
- LIGHT POLE W/ ELECTRIC TRANSFORMER
- (W) WATER WELL
- (CO) CLEANOUT

(COURSE VALUE PER PLAT VOL. 6, PG. 267 O.P.R.A.C.T.)
O.P.R.A.C.T. = OFFICIAL PUBLIC RECORDS OF ARANSAS COUNTY TEXAS
O.S.S.F. = ON-SITE SEWAGE FACILITIES

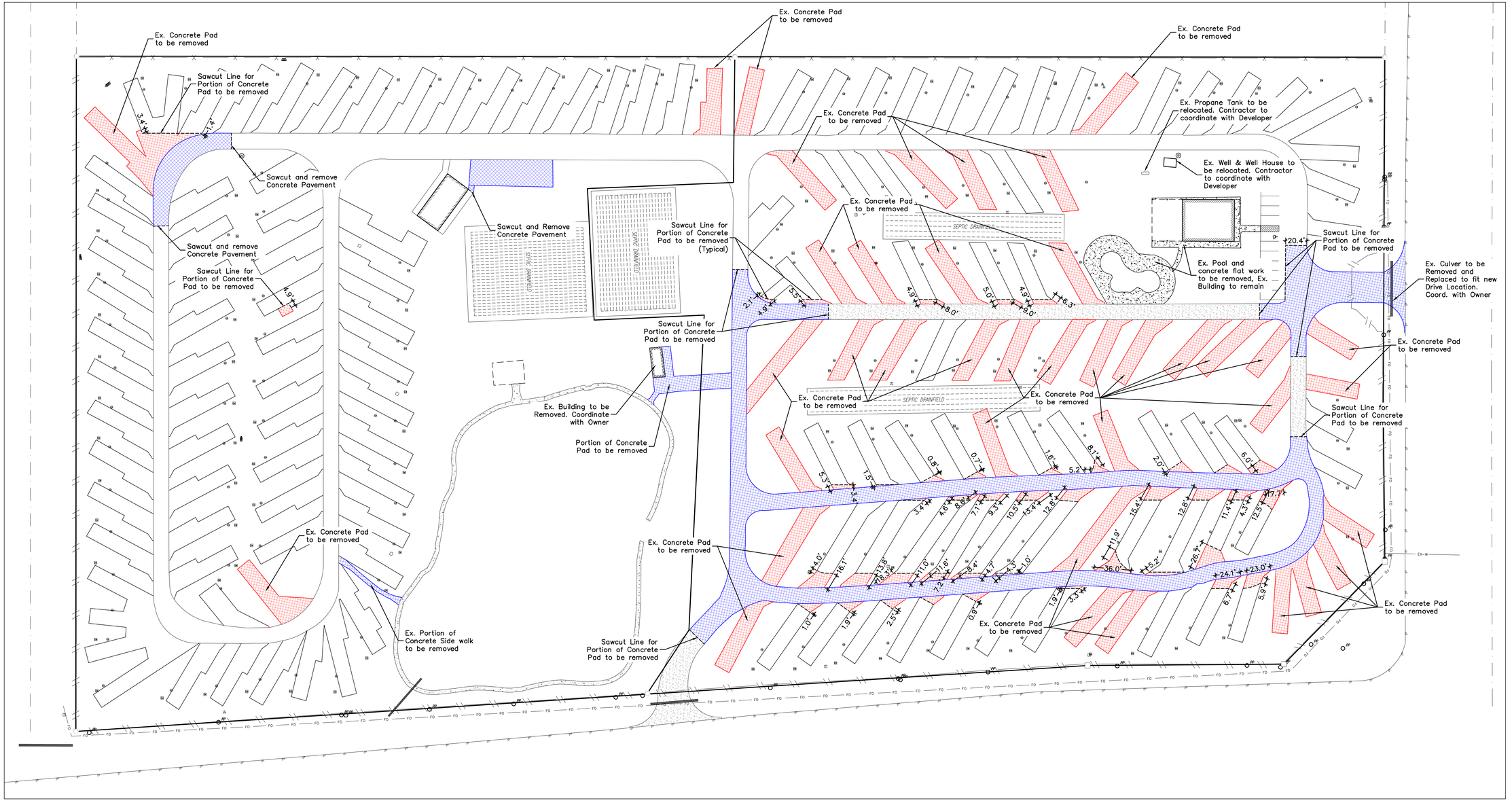
PROPERTY LINE
UTILITY EASEMENT
CONTOUR LINES 20
BUILDING SETBACK LINE (PER PLAT)
EDGE OF PAVEMENT
CHAIN LINK FENCE LINE
BARBED WIRE FENCE
WOOD FENCE
OVERHEAD ELECTRIC LINE EX-OHE
UNDERGROUND ELECTRIC LINE E
FIBER OPTIC LINE FO
WATER LINE EX-W
POND/BODY OF WATER
BUILDING
CONCRETE

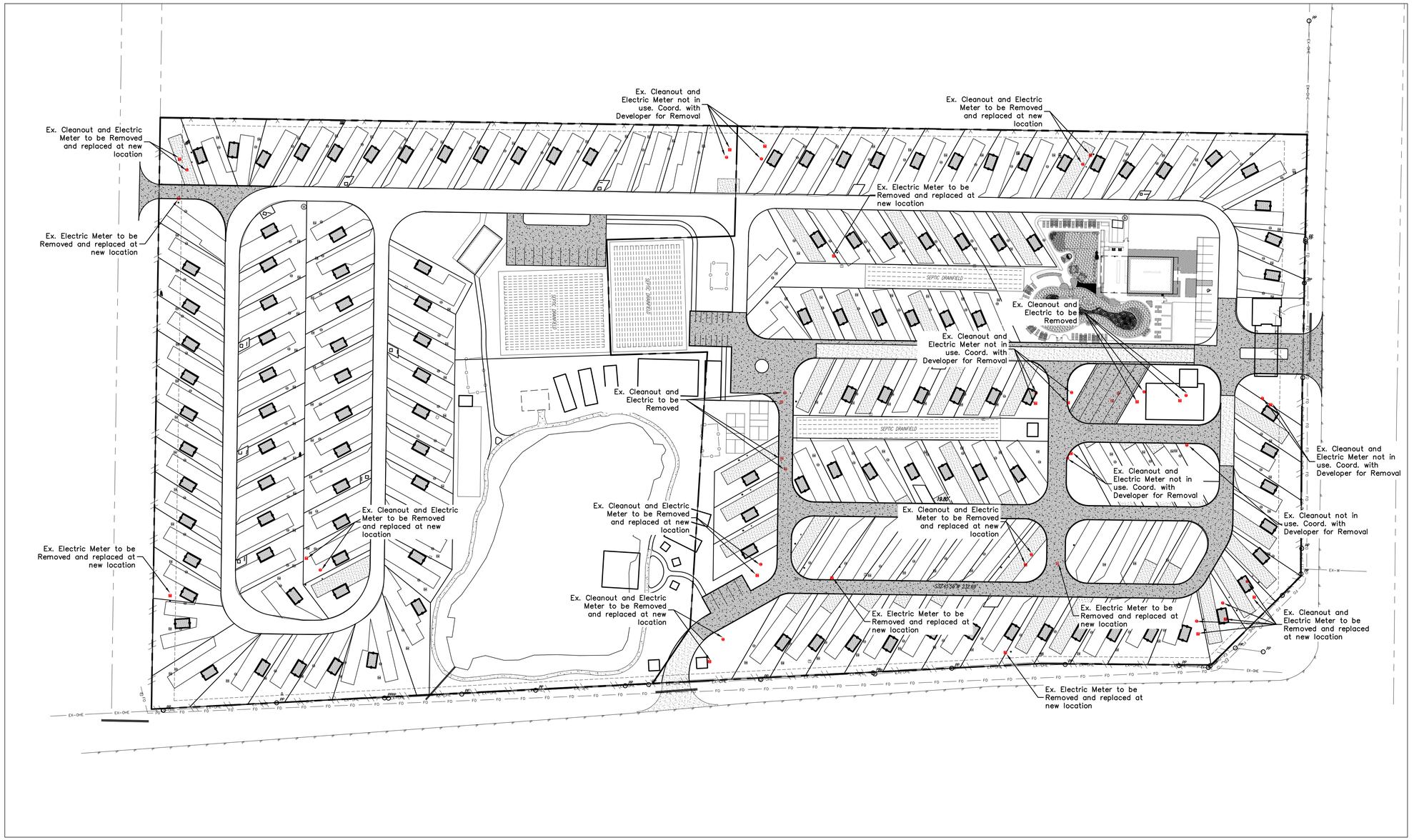
631 WATER STREET
KERRVILLE, TX 78028
830-217-7100
wellbornengineering.com
FIRM# 10194410
T.B.P.E.L.S.

WELLBORN ENGINEERING & SURVEYING

PROJECT:	SCALE:	FIELD:	DRAFTING:	CHECKED:
WES: 22-009	1" = 40'	JS/CM	BM	GMB

LAST FIELD VISIT: 12.21.2022
LAST DRAFT REVISION: 12.27.2022
SHEET NO. 1 of 1


Ex. Concrete Pad to be removed
Sawcut Line for Portion of Concrete Pad to be removed
Sawcut and remove Concrete Pavement
Sawcut and Remove Concrete Pavement
Sawcut Line for Portion of Concrete Pad to be removed (Typical)
Ex. Concrete Pad to be removed
Ex. Propane Tank to be relocated. Contractor to coordinate with Developer
Ex. Well & Well House to be relocated. Contractor to coordinate with Developer
SEPTIC DRAINFIELD
Ex. Pool and concrete flat work to be removed, Ex. Building to remain
Sawcut Line for Portion of Concrete Pad to be removed
Ex. Culver to be Removed and Replaced to fit new Drive Location. Coord. with Owner
Ex. Building to be Removed. Coordinate with Owner
Portion of Concrete Pad to be removed
Ex. Portion of Concrete Side walk to be removed
Ex. Concrete Pad to be removed
Sawcut Line for Portion of Concrete Pad to be removed
Ex. Concrete Pad to be removed
Ex. Concrete Pad to be removed
Ex.



LEGEND

- = PROPERTY BOUNDARY
- = LOT LINES
- (W) = EXISTING WELL
- (CO) = EXISTING CLEANOUT
- PP = EXISTING POWER POLE
- = EXISTING WATER VALVE
- EX-W = EXISTING WATER LINE
- FO = EXISTING FIBER OPTIC LINE
- EX-OHE = EXISTING OVERHEAD ELECTRIC LINE
- X = EXISTING FENCE
- = EXISTING STORM SEWER PIPE
- = EXISTING BUILDING
- = EXISTING CONCRETE PAVEMENT
- = EXISTING CONCRETE SIDEWALK
- = PROPOSED CONCRETE PAVEMENT
- = PROPOSED CONCRETE RV STALL
- = PROPOSED BUILDING
- = PROPOSED CANOPY
- = PROPOSED STRIPING (4" YELLOW STRIPE)
- [E] = EXISTING ELECTRIC METER TO BE REMOVED/RELOCATED
- (CO) = EXISTING CLEANOUT TO BE REMOVED/RELOCATED

0 30 60 90 120

SCALE: 1"=60'

WELLBORN ENGINEERING & SURVEYING
631 Water Street
Kerrville, TX 78028
Phone: 830-217-7100
Texas Registration No. F-7761
wellbornengineering.com

This document is released for interim purposes only. It is incomplete and may not be used for regulatory approval, permit, or construction. Michael Wellborn, P.E. License # 88685

Utility Coordination Exhibit for Sea Grass RV Park

Rockport, Texas

Revisions

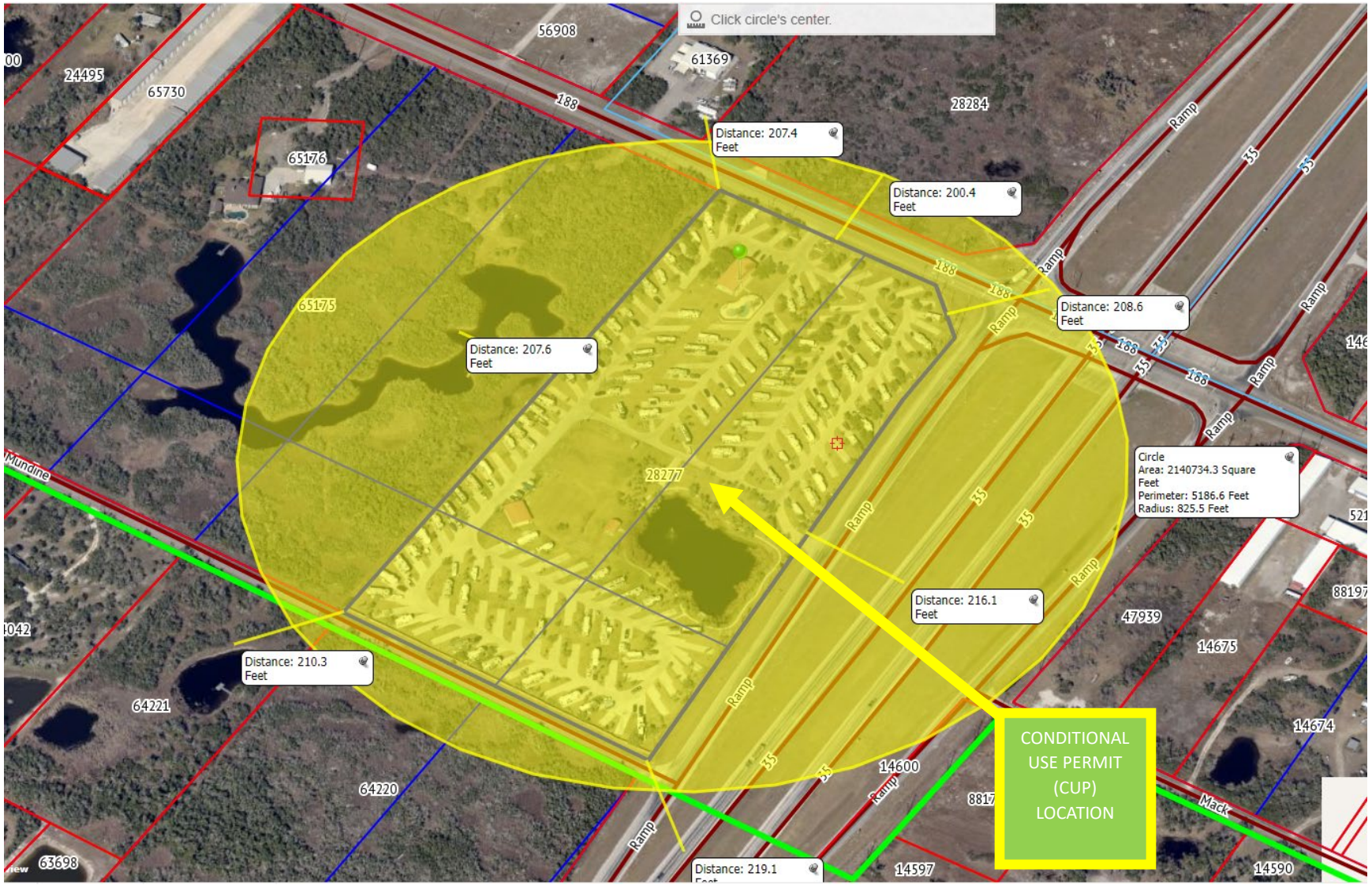
No.	Date	Description
1	7.28.2023	Utility Coordination

Scale
1"=60' for 22"x34" sheets

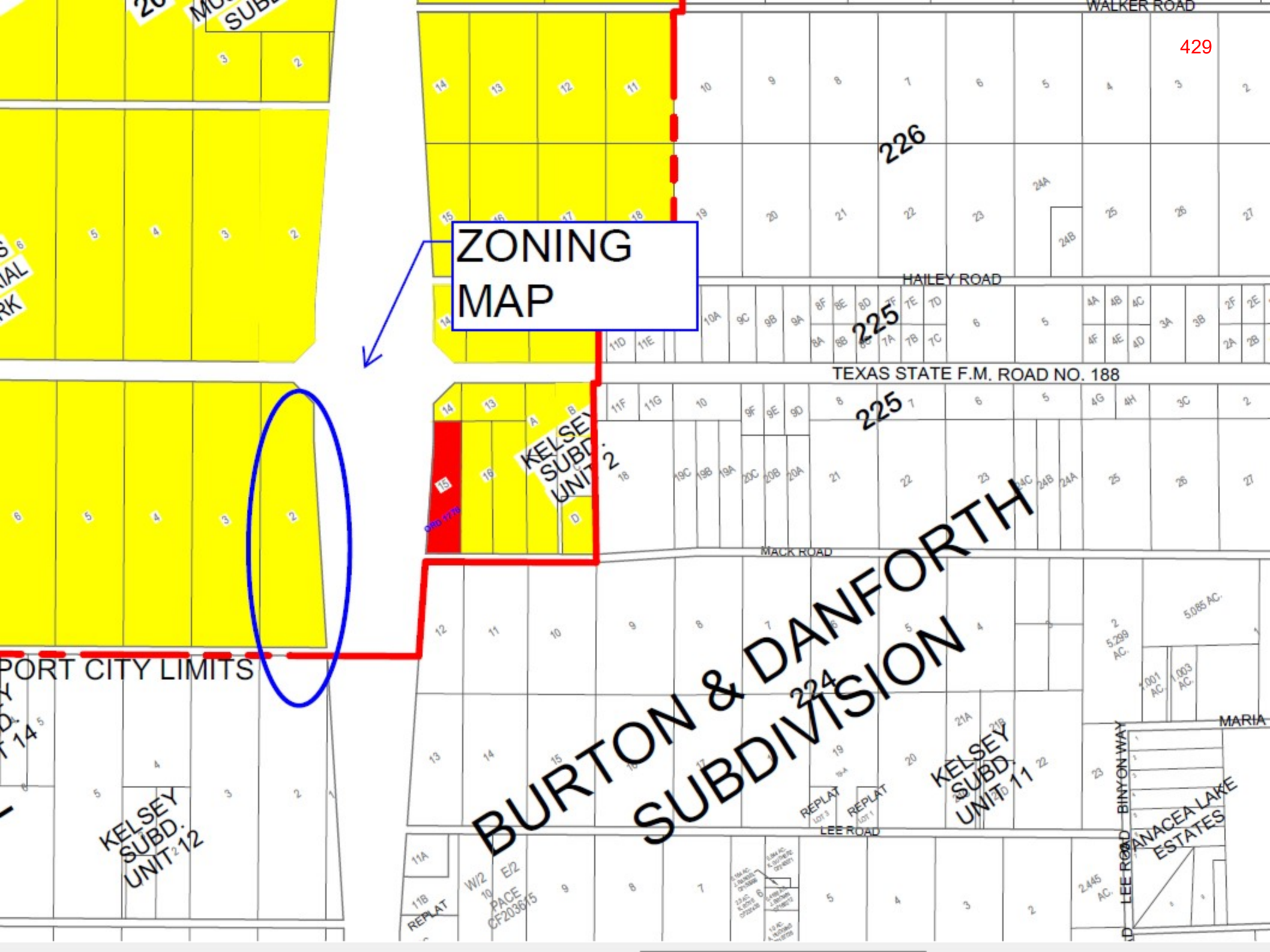
WES Project No.
WES-22-009

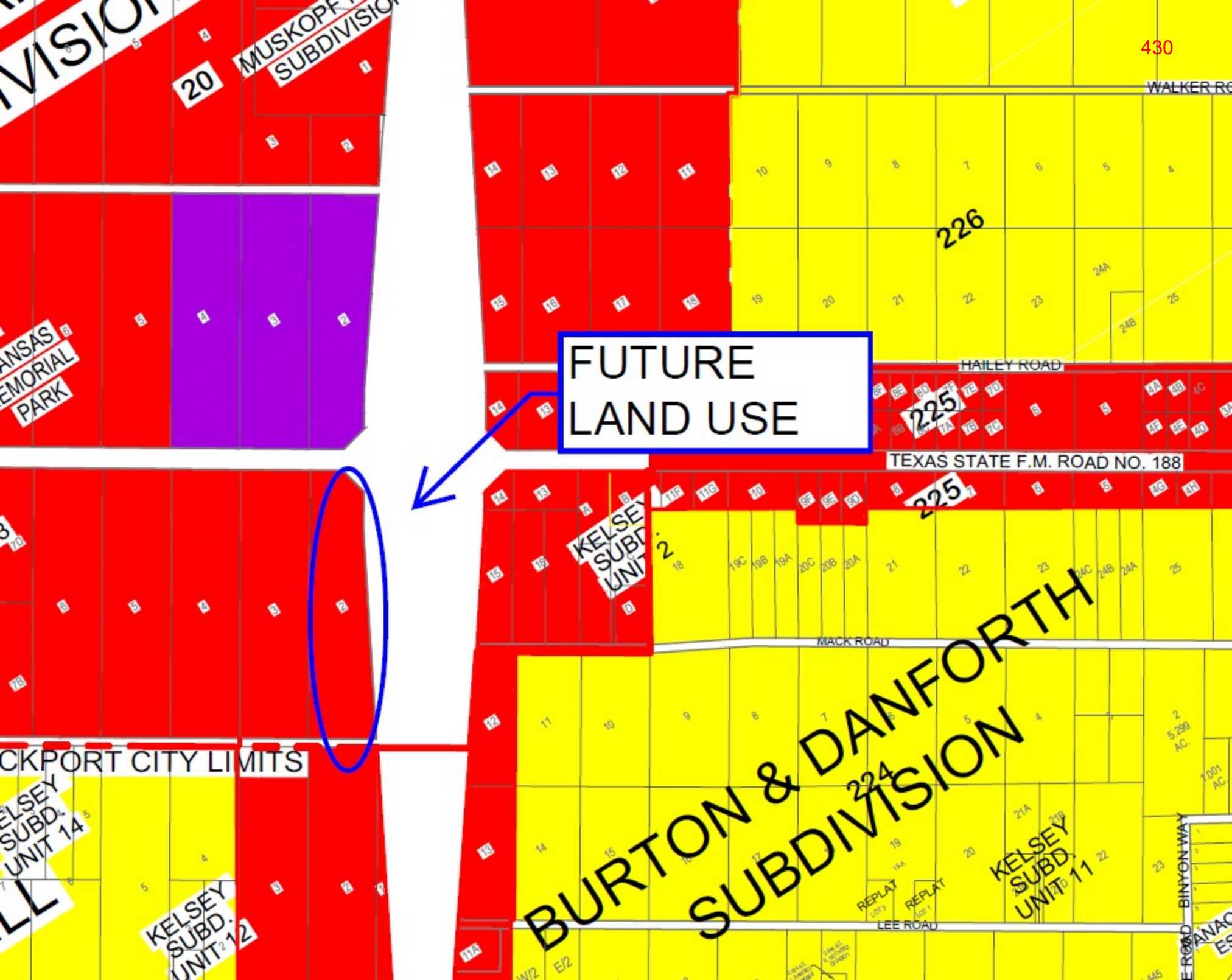
Sheet No.

EX2


Click circle's center.
Distance: 207.4 Feet
Distance: 200.4 Feet
Distance: 208.6 Feet
Distance: 207.6 Feet
Distance: 216.1 Feet
Distance: 210.3 Feet
Distance: 219.1
Circle
Area: 2140734.3 Square Feet
Perimeter: 5186.6 Feet
Radius: 825.5 Feet
CONDITIONAL USE PERMIT (CUP) LOCATION
Mundine
Mack
Ramp
188
35
56908
61369
28284
24495
65730
65176
65175
28277
47939
14675
14674
14600
14597
14590
64221
64220
63698

Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
65175	Tonne Clifford D	1371-1471 SH 188	P O Box 1813	Rockport	Tx	78381
61369	Dysarz Edward D Etux Mary Jane	1390 SH 188	18 Front St	Rockport	Tx	78382
28284	Harrison & Harrison Holdings LLC	1350 SH 188	2003 Marshall Ln	Aransas Pass	Tx	78336
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	W. Kent Howard	Planning and Zoning Commi	7 Olde Towne Lane	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382
	Patricia A Impens	Planning and Zoning Commi	1401 Smokehouse Rd	Rockport	Tx	78382


ZONING MAP
WALKER ROAD
HAILEY ROAD
TEXAS STATE F.M. ROAD NO. 188
MACK ROAD
LEE ROAD
PORT CITY LIMITS
KELSEY SUBD. UNIT 2
KELSEY SUBD. UNIT 12
KELSEY SUBD. UNIT 11
BURTON & DANFORTH SUBDIVISION
ANACEA LAKE ESTATES
BINYON WAY
MARIA
226
225
224
REPLAT
PACE CF203615


430
FUTURE
LAND USE
HAILEY ROAD
TEXAS STATE F.M. ROAD NO. 188
MACK ROAD
LEE ROAD
BURTON & DANFORTH
SUBDIVISION
224
225
226
20
KELSEY
SUBD.
UNIT 14
KELSEY
SUBD.
UNIT 12
KELSEY
SUBD.
UNIT 11
REPLAT
REPLAT
BINYON WAY
PARK

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 25

Deliberate on amending City of Rockport Code of Ordinances Chapter 102, Article 102-401 Surcharge, to increase the $1.35 surcharge.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND: Utility Bill Surcharge funds are voluntarily collected from utility customers and distributed to the three Aransas County volunteer fire departments at the end of each fiscal year. The Chapter 102, Article IV of the Code of Ordinances prescribes that Rockport Volunteer Fire Department (RVFD) and Fulton Volunteer Fire Department (FVFD) receive 77 and 23 percent, respectively, of the surcharge and that Lamar Volunteer Fire Department (LVFD) receive the amount collected from customers (who are gas only) in Lamar. The City of Rockport, Texas retains a 5 percent fee to help offset donation collection and disbursement costs.

The Utility Bill Surcharge was created in April of 1989 with Ordinance No. 828 for the purpose of creating a special revenue fund to help local volunteer fire departments purchase fire equipment. The voluntary surcharge was initially established at $1.00 per utility bill per month for the purchase of capital items (defined therein at a unit cost of more than $100 with an intended life of two years or more) for the Rockport and Fulton Volunteer Fire Departments. Lamar VFD was added in December of 2009.

In the mid-1990s, the residential rate was increased to $1.25 per utility bill and in July of 1998, the Utility Bill Surcharge was amended to add non-metered multi-unit customers (RV Parks, Apartments, Condominiums, hotels, motels, and shopping centers) at $.27 per non-metered space. The most recent increase in the voluntary charge per meter took place in August 2010, increasing the rate to $1.35 per metered connection as outlined in the current ordinance excerpt below:

Section 102-401. Surcharge.

a) *Single unit customer.* A surcharge in the amount of $1.35 per municipal utility bill per month is hereby established for each non-wholesale single unit customer.

b) *Multi-unit customer.* A surcharge in the amount of $1.35 for each meter connection, plus $0.27 for each space, room, apartment, condo or like multiple unit, per municipal utility bill per month, is hereby established for each non-wholesale multi-unit customer. Multi-unit customers shall include but not limited to R.V. parks, apartments, condominiums, hotels/motels and shopping centers.

c) *Wholesale customer.* A surcharge per municipal utility bill per month is hereby established for each wholesale customer in an amount equal to the sum of $1.35 per each single unit served, plus $0.27 for each space, room, apartment, condo or like multiple unit served by the wholesale customer. Wholesale customers shall include all contracted resale customers being charged wholesale water rate.

Total voluntary collections for FY 2021-2022 resulted in contributions to local volunteer fire departments of:

		FY 21-22 Actual
20-Contracts & Services		
2003	Fulton Vol Fire Department	$ 42,119
2004	Rockport Vol Fire Department	141,006
2005	Lamar Vol Fire Department	4,525
	Total	**$ 187,650**

Currently, about 10,050 customers voluntarily participate to help fund their volunteer fire departments. Out of that total, roughly 9,550 are single unit customers and 500 are multi-unit customers. There are no wholesale customers participating.

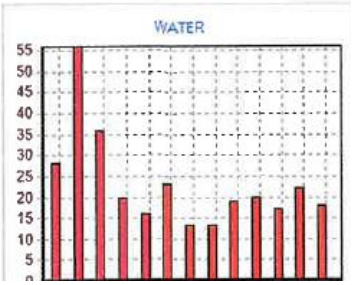
The current voluntary meter connection charge is conspicuously labeled as the "Fire Fund" on utility bills per below:

ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number

Service Date From	Service Date To	Number of Days	Bill Date	Due Date
07/15/2023	08/15/2023	31	08/15/2023	09/15/2023

SERVICE	CURRENT READING	PREVIOUS READING	USAGE	TOTAL
PREVIOUS BALANCE				80.33
PAYMENTS AS OF 08/12/2023				80.33-
WATER	1207	1189	18	23.49
GARBAGE				25.06
SEWER				24.32
FIRE FUND				1.35
STATE, COUNTY + CITY SALES TAX				2.07
AMOUNT DUE				**$76.29**
AMOUNT DUE AFTER 09/15/2023				$76.29



In previous discussions, there was mention of the possibility of adding a line item on the bill for customers who wanted to contribute more to the volunteer fire departments. Further research dissuades this approach as this would make payment applications and necessary account adjustments error-prone and time-consuming in an already stretched budget year.

Customers can and do sporadically mail in donated funds for specific purposes. Customers are more than welcome to mail in voluntary volunteer fire department monies.

Utility Billing and Finance will continue to see what other options may exist for accepting voluntary volunteer fire department contributions – say accepting donations at the pay terminals or via online payments.

FISCAL ANALYSIS: All things remaining constant, if the above FY 2021-2022 payments were indexed at 1%, 5% and 10%: would result in additional funding to volunteer fire departments of:

		FY 21-22 Actual	1% Increase	5% Increase	10% Increase
20-Contracts & Services					
2003	Fulton Vol Fire Department	$ 42,119	$ 400	$ 2,001	$ 4,001
2004	Rockport Vol Fire Department	141,006	1,340	6,698	13,396
2005	Lamar Vol Fire Department	4,525	43	215	430
	Subtotal	**$ 187,650**	**$ 1,783**	**$ 8,914**	**$ 17,827**
	Total	**$ 187,650**	**$ 189,433**	**$ 196,564**	**$ 205,477**

RECOMMENDED ACTION: Further guidance on possible future ordinance.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 26

Discussion regarding roads affected by the General Land Office (GLO) drainage project.

SUBMITTED BY: City Council Member Brad Brundrett

APPROVED FOR AGENDA: VRS

BACKGROUND:

FISCAL ANALYSIS: N/A

RECOMMENDATION:

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, September 26, 2023

AGENDA ITEM: 30

Deliberate and act on a Resolution of the City Council of the City of Rockport, Texas, to authorize litigation regarding the property described as West Terrace Unit 1, Block 3, Lots 6 through 25 and commonly referred to as 1201 West Market Street, Rockport, Aransas County, Texas; providing for severability; finding and determining that the meeting at which this Resolution is passes is open to the public as required by law; and establishing an effective date.

SUBMITTED BY: City Manager Vanessa Shrauner

APPROVED FOR AGENDA: VRS

BACKGROUND: In December of 2020, City of Rockport Code Enforcement officers initiated case 20-000363 for substandard structures located at 1201 West Market Street within the city limits of Rockport. At that time, Code Enforcement officers observed the two (2) plaza-style buildings to be in disrepair to include damaged roofs, and exposed electrical wiring. Multiple nuisance violations such as junk and trash, uncultivated vegetation, and junk vehicles were also observed, and documented.

Code Enforcement officers have continuously monitored and documented these structures for three (3) years. While some of the nuisance violations have been addressed by the property owner, the substandard structure issues have not been handled. In May of 2023, Code Enforcement officers obtained an administrative search warrant for the building. Code Enforcement officers and City of Rockport building officials entered the structures and photographed their condition. Multiple fire safety violations and health and safety violations were observed on the interior of the structures.

In June of 2023, Code Enforcement presented the structures to the City of Rockport Buildings and Standards Commission. Code Enforcement requested the Commission issue an order to demolish the structures. The Buildings and Standards Commission approved the request and issued the order to demolish. A short time later, the property owner appealed the order in the District Court. After having the City of Rockport legal representatives review the case proceedings, it was determined there was an issue in the case related to a specific notice required by the City of Rockport ordinance. On September 19, 2023 a request to rescind the order to demolish was presented to the Buildings and Standards Committee who unanimously approved.

Currently, the structures remain in a state of disrepair and pose a hazard to anyone in or near them. Under legal advisement the City now seeks to take civil action against the property owner pursuant to the Texas Local Government Code, Chapter 54, to abate the health and safety hazards posed by the structures.

FISCAL ANALYSIS:

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

WGS84
±16ft
28.02671, -97.07481
ft
±10ft
24
°,T
±10
SW224
05May23 09:57 Ad-hoc
Oak Ave, Rockport TX 78382, US
05-mai-23 09:57:12

WGS84
±16ft
28.02711, -97.07602
ft
±11ft
26
°,T
±13
S194
11May23 15:55 Ad-hoc
1231 W Market St, Rockport TX 78382, US 11-mai-23 03:55:57 PM

WGS84 ±16ft
28.02706, -97.07583
ft ±11ft
25
°,T ±13
S186
11May23 15:56 Ad-hoc
1225 W Market St, Rockport TX 78382, US 11-mai-23 03:56:28 PM

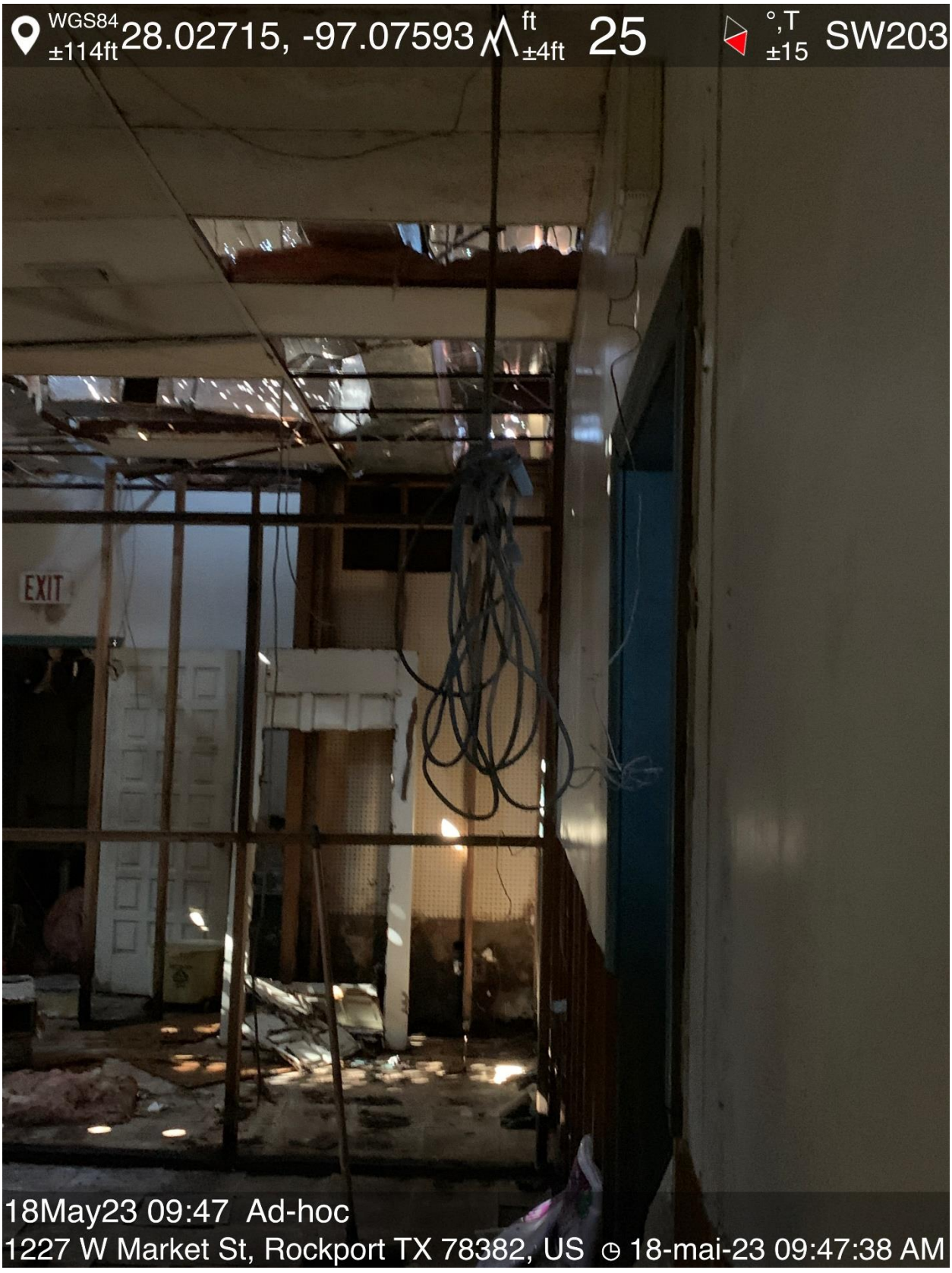
WGS84 ±16ft
28.02692, -97.07531
ft ±11ft
26
°,T ±12
S171
11May23 16:02 Ad-hoc
1209 W Market St, Rockport TX 78382, US 11-mai-23 04:02:17 PM

WGS84
±2594ft
28.02765, -97.07634
ft
±116ft
24
°,T
±15
W270
18May23 09:34 Ad-hoc
1302 W Market St, Rockport TX 78382, US
18-mai-23 09:34:30 AM

WGS84
±3115ft
28.02765, -97.07634
ft
±116ft
24
°,T
±14
W278
18May23 09:35 Ad-hoc
1302 W Market St, Rockport TX 78382, US
18-mai-23 09:35:15 AM

WGS84
±80ft
28.02704, -97.07616
ft
±4ft
25
°,T
±14
SW205
18May23 09:37 Ad-hoc
1233 W Market St, Rockport TX 78382, US
18-mai-23 09:37:03 AM

WGS84
±59ft
28.02707, -97.07591
ft
±4ft
26
°,T
±15
S182
18May23 09:44 Ad-hoc
1225 W Market St, Rockport TX 78382, US
18-mai-23 09:44:25 AM


WGS84
±114ft
28.02715, -97.07593
ft
±4ft
25
°,T
±15
SW203
EXIT
18May23 09:47 Ad-hoc
1227 W Market St, Rockport TX 78382, US
18-mai-23 09:47:38 AM

WGS84
±174ft
28.02729, -97.07578
ft
±236ft
48
°,T
±15
SW218
EXIT
18May23 09:49 Ad-hoc
1302 W Market St, Rockport TX 78382, US
18-mai-23 09:49:15 AM

MOTOROLA SOLUTIONS
04/22/2023 10:38:14 BWC2-108498

MOTOROLA SOLUTIONS
04/22/2023 10:38:17 BWC2-108498

MOTOROLA SOLUTIONS
04/22/2023 10:45:55 BWC2-108498

MOTOROLA SOLUTIONS
04/22/2023 10:47:35 BWC2-108498

RESOLUTION NO. 2023 - __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, TO AUTHORIZE LITIGATION REGARDING THE PROPERTY DESCRIBED AS WEST TERRACE UNIT 1, BLOCK 3, LOTS 6 THROUGH 25 AND COMMONLY REFERRED TO 1201 WEST MARKET STREET, ROCKPORT, ARANSAS COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE..

WHEREAS, the City Council believes it has a valid Local Government Code Chapter 54 claim against Phong Nguyen and Bich Nga Thi Nguyen ("Owners") regarding health and safety concerns regarding structures on the property described as West Terrace Unit 1, Block 3, Lots 6 through 25 and commonly referred to 1201 West Market, Rockport, Aransas County, Texas, summarily arising from the unsafe conditions of the property located at said address, and

WHEREAS, the City seeks to abate the unsafe conditions on said property and direct the City Manager and City Attorney to file a petition seeking abatement of the unsafe conditions on said property.

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

SECTION 1. That City Manager shall direct the City Attorney and members of his firm, acting as counsel for the City of Rockport, to bring a civil action against the Owners pursuant to Texas Local Government Code Chapter 54 and seek all relief available to the City, including demolition of structures, for the property described as West Terrace Unit 1, Block 3, Lots 6 through 25 and commonly referred to 1201 West Market, Rockport, Aransas County, Texas.

SECTION 2. That the City Council be authorized to settle said claim for such amount and on such terms as the City Counsel deems to be in the best interests of the City of Rockport.

SECTION 3. Severability. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 4. Effective Date. This resolution shall become effective immediately from and after its passage.

SECTION 5. Open Meeting. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED by the Rockport City Council, County of Aransas, State of Texas, on the ____ day of September 2023.

CITY OF ROCKPORT, TEXAS

_____
Tim Jayroe, Mayor

ATTEST:

_____
Teresa Valdez, City Secretary