



City of Rockport
CITY COUNCIL REGULAR MEETING AGENDA
TUESDAY, MAY 14, 2024 ~ 6:30 p.m.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

Mayor Tim Jayroe
Mayor Pro Tem (Ward 4) Andrea Hattman
Councilmember (Ward 1) Stephanie Rangel

Councilmember (Ward 2) Danielle Hale
Councilmember (Ward 3) Brad Brundrett
Vanessa Shrauner, City Manager

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, May 14, 2024, 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.



NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for discussion. An announcement will be made based on the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for the Executive Session.

Notice is hereby given that attendance by other elected or appointed officials may attend the City Council Meeting at the date and time above in numbers that may constitute a quorum. No action or minutes will be taken by such in attendance.

This facility is wheelchair-accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours before this meeting. Please get in touch with the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email citysecretary@rockporttx.gov 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.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MAY 4, 2024, ELECTION MATTERS

1. Issuance of the Certificate of Election, Statement of Officer, and Oath of Offices:
 - a. Tim Jayroe, Mayor
 - b. Councilmember Matt Anderson (Ward 2)
 - c. Councilmember Andrea Hattman (Ward 4)

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

2. Swearing-In of Nathan Anderson, Rockport Police Chief
3. Proclamation proclaiming May as Historic Preservation Month
4. Proclamation proclaiming the week of May 10-16, 2024, as National Police Week
5. Recognition of the Parks and Recreation Department receiving the Tree City USA Award.
6. Certificates of Excellence
 - a. Juan Olivarez
 - b. Luis Trujillo
 - c. Boden Klanica
 - d. Hunter Guillen
 - e. Milana Klanica

V. 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, the 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.

VI. CONSENT

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless pulled at the request of a member of the City Council.

7. Consider the approval of the City Council Minutes (Shelley Goodwin, City Secretary)
 - a. April 23, 2024, City Council Regular Meeting
 - b. April 25, 2024, City Council Workshop
 - c. April 30, 2024, City Council Special Meeting
8. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Texas Maritime Museum and approve the payment of Twenty-Four Thousand Six Hundred and Two Dollars and Twenty-Seven Cents (\$24,602.27) (Shelley Goodwin, City Secretary)
9. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Rockport Little Theatre and approve the payment of Ten Thousand One Hundred and Ninety-Three Dollars (\$10,193.00) (Shelley Goodwin, City Secretary)
10. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Rockport Cultural Arts District and approve the payment of Thirty-Two Thousand Four Hundred and Seventy-Five Dollars (\$32,475) (Shelley Goodwin, City Secretary)

Secretary)

VII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

11. Consider the request to rezone by James Nelson for the property located at 424 Eloise; also known as Lot 14, Civileto Subdivision to R5 (2nd Multi Family Dwelling District), currently zoned R2 (2nd Single Family Dwelling District) (Carey Dietrich (Assistant Director Building & Development/Community Planner)
 - a. Hold a Public Hearing to receive comments for or against the request to rezone
 - b. Approve on first reading Ordinance 1934 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R2 (2nd Single Family Dwelling District) for property located at 424 Eloise; also known as Lot 14, Civileto Subdivision; to R5 (2nd Multi Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.
12. Consider the approval on first reading Ordinance 1933 amending Chapter 98 Traffic and Vehicles Article VI Golf Carts and Off-Highway Vehicles Section 98-134 Authorized Inspection Facility And Entity Requirements: providing a savings clause, severability clause, and an effective date (Nathan Anderson, Police Chief)
13. Consider the approval of Resolution 2024-08R authorizing intervention in AEP Texas Inc.'s application to amend its Rider Mobile Temporary Emergency Electric Energy Facilities before the Commission; approving cooperation with the cities served by American Electric Power's (AEP) Texas; hiring Lloyd Gosselink Attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' Rate Case Expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel (rider would result in a wires charge of about \$1.41 to customers using 1,000 kilowatt-hours, an increase of \$.45 over existing rates) (Robbie Sorrell, Director of Finance)
14. Consider the approval of Resolution 2024-09R appointing the Planning and Zoning Commission and one resident of the ETJ as the Advisory Committee; authorizing the City of Rockport City Manager, City of Rockport Engineer, and the City of Rockport Attorney to undertake updates to the Impact Fee Program for Water and Wastewater Facilities; and declaring an effective date (Carey Dietrich, Asst. Director Building and Development/Community Planner)

VIII. OTHER ACTION ITEMS AND UPDATES

15. Consider the appointment of the City of Rockport City Council Mayor Pro Tem to serve from May 14, 2024, until after the Election on May 3, 2025 (Shelley Goodwin, City Secretary)
16. Consider the appointments of Ryan Picarazzi, Assistant Director of Public Works, and alternate Mike Donoho, Director of Public Works, to the Stormwater Management Technical Committee (Vanessa Shrauner, City Manager)
17. Consider the approval of an extension of the current Bank Depository and Finances Services Contract with Wells Fargo Bank, N.A. for one year beginning May 1, 2024, and ending April 30, 2025 (Robbie Sorrell, Finance Director)

18. Consider the approval of an agreement with Restroom Facilities Ltd for a Restroom Building to be located at Main Street Park to be located at the corner of Main Street and Magnolia Street for an amount not to exceed \$280,000 (Kimberly Henry, Assistant to the City Manager)
19. Consider the approval of an agreement with Brinson Analysts to act as the city's brokerage and consultant for employee benefits for an amount not to exceed \$4,125.00 per month for the initial RPF process or \$5,340.00 per month if adding Administration and Brinson Tele-Doc Services (Kayce Eddins, Human Resources Director)
20. Consider possible changes to the City of Rockport Hotel Occupancy Tax Recipient Program for FY2024-2025 (Shelley Goodwin, City Secretary)

IX. CITY MANAGER'S UPDATE

X. CITY COUNCIL REPORT

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.

XI. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section - (551.071 Consultations with Attorney)

21. Seek the advice of an attorney about pending or contemplated litigation, or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: 1) City Hall; 2) Concho Street & General Land Office (GLO) drainage projects; and 3) Data Pros Settlement.

XII. BUSINESS ITEM

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session; the City Council may take action on any item posted in the Executive Session as necessary.

XIII. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 4:15 p.m. on May 9, 2024, 2024, on the bulletin board of the City of Rockport Service Center, 2751 S. H. 35 Bypass, Rockport, Texas 78382.



Shelley Goodwin, TRMC/CMC
City Secretary



CITY OF ROCKPORT

In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a General Election held on

4th day of May, 2024

Lowell Timothy Jayroe

was duly elected

Mayor

In testimony whereof, I have hereunto signed my name and affixed at the City of Rockport this the 14th day of May 2024.



Andrea Hattman
Mayor Pro Tem



CITY OF ROCKPORT

Statement of Officer

I, Lowell Timothy Jayroe, Mayor, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Lowell Timothy Jayroe
Mayor

Date



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Lowell Timothy Jayroe, do solemnly swear, that I will faithfully execute the duties of the office of Mayor of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 14th day of May, 2024.

Signature of Person Administering Oath

Printed Name

Title



CITY OF ROCKPORT

In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a General Election held on

4th day of May, 2024

Matthew Edgar Anderson

was duly elected

Councilmember Ward 2

In testimony whereof, I have hereunto signed my name and affixed at the City of Rockport this the 14th day of May 2024.



Tim Jayroe
Mayor



CITY OF ROCKPORT

Statement of Officer

I, Matthew Edgar Anderson, Councilmember Ward 2, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Matthew Edgar Anderson
Councilmember Ward 2

Date



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Matthew Edgar Anderson, do solemnly swear, that I will faithfully execute the duties of the office of Councilmember Ward 2 of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 14th day of May, 2024.

Signature of Person Administering Oath

Printed Name

Title



CITY OF ROCKPORT

In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a General Election held on

4th day of May, 2024

Andrea Marie Hattman

was duly elected

Councilmember Ward 4

In testimony whereof, I have hereunto signed my name and affixed at the City of Rockport this the 14th day of May 2024.



Tim Jayroe
Mayor



CITY OF ROCKPORT

Statement of Officer

I, Andrea Marie Hattman, Councilmember Ward 4, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Andrea Marie Hattman
Councilmember Ward 4

Date



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Andrea Marie Hattman, do solemnly swear, that I will faithfully execute the duties of the office of Councilmember Ward 4 of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 14th day of May, 2024.

Signature of Person Administering Oath

Printed Name

Title



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Nathan Anderson, do solemnly swear, that I will faithfully execute the duties of the office of Police Chief of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 14th day of May, 2024.

Signature of Person Administering Oath

Printed Name

Title

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: IV - 3

Proclamation proclaiming May as Historic Preservation Month

SUBMITTED BY: Shelley Goodwin, City Secretary

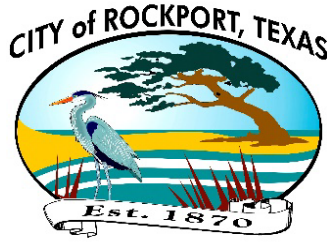
APPROVED FOR AGENDA: VRS

BACKGROUND:

Pam Stranahan has requested a Proclamation be read at the May 14, 2024, City Council Regular Meeting. This Proclamation proclaims May as Historic Preservation Month. Pam Stranahan will be present at the meeting to accept the Proclamation.

FISCAL ANALYSIS:

RECOMMENDATION:



PROCLAMATION

WHEREAS historic preservation in 2024 is a reminder that preservation is more than just buildings. It is about our connection to the places that are special to us all; and

WHEREAS historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the many aspects of the heritage that has shaped us as a people; and

WHEREAS historical organizations in Rockport and Aransas County have endeavored to preserve and protect historical artifacts and material about Rockport and Aransas County; and

WHEREAS, Awards for Historic Preservation 2024, are cosponsored by The Aransas County Historical Commission, The Friends of the History Center, and The Aransas County Historical Society.

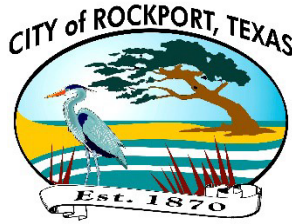
NOW, THEREFORE BE IT RESOLVED, that I, Mayor Jayroe and City Rockport, State of Texas, do proclaim May 2024 as

Historic Preservation Month

and call upon the people of Aransas County to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Rockport this 14th day of May, 2024.

Tim Jayroe
Mayor



PROCLAMATION

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Rockport Police Department

WHEREAS, since the first recorded death in 1786, there are currently 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty,

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 282 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 118 officers killed in 2023 and 164 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Candlelight Vigil, on the evening of May 13, 2024;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 10th-16th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, BE IT RESOLVED, that I, Tim Jayro, Mayor of the City of Rockport, State of Texas, do hereby proclaim the week of May 10-16, 2024, as

National Police Week

in Rockport, Texas, and ask the citizens to publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Rockport this 14th day of May, 2024.

Tim Jayroe
Mayor

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 5

Presentation: City of Rockport named Tree City USA for 25th consecutive year

SUBMITTED BY: Gene Camargo, Director of Parks & Recreation

APPROVED FOR AGENDA: VRS

BACKGROUND:

The City of Rockport is proud to have once again earned the title “Tree City USA” for 2023. The Tree City USA Program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters. Thanks to Rockport Parks and Recreation Department and Tree & Landscape Committee for working to maintain this designation for its 25th year.

According to the Arbor Day Foundation, Rockport achieved Tree City USA recognition by meeting the program’s four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation.

Trees bring shade to our homes and beauty to our neighborhoods, along with numerous economic, social and environmental benefits. Trees are assets to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, reduce home cooling costs, remove air pollutants, and provide wildlife habitat, among many other benefits.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Recognition of award by Mayor Tim Jayroe.

To: Mike Donoho, Director of Public Works

Date: May 6, 2024

From: Tim Jayroe, Mayor

Subject: Citizen Commendation

Comment

Ref: City Employees, Luis Trujillo and Juan Olivarez

I received a letter today from Pat Pringle, Ph.D. of 1806 Baywood Dr wishing to commend our staff members Luis Trujillo and Juan Olivarez for their hard work and dedication in handling his request for the installation of a gas meter on his property.

Mr. Pringle was particularly impressed with their efforts to see that his request was completed prior to the arrival of a generator he was having installed and stated that they were responsive to all his needs and concerns. He added that he tried to get these men to allow him to buy their lunch, due to their hard work, but was told that they couldn't accept his offer. He also stated, "everyone employed by the city with whom I have had contact has been courteous and professional".

It is always a pleasure to receive comments such as this from the people we serve in our community and even more of a pleasure to pass on their appreciation and compliments to members of our staff. I also consider it my obligation and privilege to add my thanks and appreciation for their dedication and professionalism. Please see that copies of this letter, along with the letter submitted by Mr. Pringle, are placed in the permanent files of both Mr. Trujillo and Mr. Olivarez.

It is an honor and privilege to serve our community along with all of the dedicated and hard working members of our City of Rockport staff.

Tim Jayroe, Mayor
City of Rockport

April 19, 2024/April 30, 2024

Mayor Tim Jayroe
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

Dear Mayor Jayroe,

The purpose of this letter is to commend several City of Rockport employees. As someone once told me when I complimented their work, they said, "Thanks, but don't tell me, tell my boss!" So, here goes.

Something I am sure you are aware of is that there is a small crew dedicated to installing and monitoring gas meters and accounts. I had been advised that when I requested a meter that it could be a somewhat lengthy wait time. The reason that I needed a meter is a long story, but primarily it was because I am having a Generac generator installed ahead of what is predicted to be a very busy hurricane season.

All that being said, I want to call to your attention as well to the attention of Mr. Donoho and other city leaders' that Luis Trujillo and Juan Olivarez have worked with me along the way to have my meter installed in a timely manner. Yes, it was a few weeks that I was waiting, but the meter has been installed just ahead of the generator that is being delivered and installed at my home in just a few days.

Mr. Trujillo has been very responsive to my needs and concerns, but at no time did he make promises that jumped me ahead of others. Mr. Olivarez has been the same way. Their crew worked hard and were appreciative of the water I gave them along with my most sincere thanks. In fact, everyone employed by the city with whom I have had contact has been courteous and professional.

It is important that I tell you that I offered Mr. Trujillo and his crew some cash for their lunch, but he insisted that he could not accept any money. While I was not surprised at his response, I still wanted to let him know that appreciating and rewarding hard workers is something common that my wife and I practice regularly. Why? Because I often wonder where we would be without dedicated men and women that do the jobs that are hard work and difficult to fill.

As I mentioned at the beginning of this letter, I know Mr. Trujillo's crew is a small one with many demands for his department. I trust that you and Mr. Donoho are aware that any additional manpower added to Mr. Trujillo's crew would be welcomed. Be assured that Mr. Trujillo did not ask me to write a letter, much less mention the possible need for additional help.

In closing, Mr. Mayor, thanks for your leadership, first as police chief, and now as mayor of the Rockport community. There are many challenges that you, the city council and city of Rockport departments will be meeting as our community continues to grow. With people like Mr. Trujillo and Mr. Olivarez on your team, I know you will be successful in meeting them.

Please pass along my appreciation the Mr. Trujillo and Mr. Olivarez and their crew.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat' followed by a stylized surname.

Pat Pringle, Ph.D.
1806 Baywood Dr.
Rockport 78382

cc: Mr. Mike Dohono, Public Works Department
Council Member Ward 3 Brad Brundrett
City Manager Vanessa Schrauner

April 19, 2024/April 30, 2024

Mayor Tim Jayroe
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

Dear Mayor Jayroe,

The purpose of this letter is to commend several City of Rockport employees. As someone once told me when I complimented their work, they said, "Thanks, but don't tell me, tell my boss!" So, here goes.

Something I am sure you are aware of is that there is a small crew dedicated to installing and monitoring gas meters and accounts. I had been advised that when I requested a meter that it could be a somewhat lengthy wait time. The reason that I needed a meter is a long story, but primarily it was because I am having a Generac generator installed ahead of what is predicted to be a very busy hurricane season.

All that being said, I want to call to your attention as well to the attention of Mr. Donoho and other city leaders' that Luis Trujillo and Juan Olivarez have worked with me along the way to have my meter installed in a timely manner. Yes, it was a few weeks that I was waiting, but the meter has been installed just ahead of the generator that is being delivered and installed at my home in just a few days.

Mr. Trujillo has been very responsive to my needs and concerns, but at no time did he make promises that jumped me ahead of others. Mr. Olivarez has been the same way. Their crew worked hard and were appreciative of the water I gave them along with my most sincere thanks. In fact, everyone employed by the city with whom I have had contact has been courteous and professional.

It is important that I tell you that I offered Mr. Trujillo and his crew some cash for their lunch, but he insisted that he could not accept any money. While I was not surprised at his response, I still wanted to let him know that appreciating and rewarding hard workers is something common that my wife and I practice regularly. Why? Because I often wonder where we would be without dedicated men and women that do the jobs that are hard work and difficult to fill.

As I mentioned at the beginning of this letter, I know Mr. Trujillo's crew is a small one with many demands for his department. I trust that you and Mr. Donoho are aware that any additional manpower added to Mr. Trujillo's crew would be welcomed. Be assured that Mr. Trujillo did not ask me to write a letter, much less mention the possible need for additional help.

In closing, Mr. Mayor, thanks for your leadership, first as police chief, and now as mayor of the Rockport community. There are many challenges that you, the city council and city of Rockport departments will be meeting as our community continues to grow. With people like Mr. Trujillo and Mr. Olivarez on your team, I know you will be successful in meeting them.

Please pass along my appreciation the Mr. Trujillo and Mr. Olivarez and their crew.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat' with a stylized flourish.

Pat Pringle, Ph.D.
1806 Baywood Dr.
Rockport 78382

cc: Mr. Mike Dohono, Public Works Department
Council Member Ward 3 Brad Brundrett
City Manager Vanessa Schrauner

CITY of ROCKPORT, TEXAS

CERTIFICATION OF EXCELLENCE

THIS CERTIFIES THAT

JUAN OLIVAREZ

For excellence in customer service and professionalism
while in the field assisting residents.

MAY 14, 2024

Est. 1870

Tim Jayroe
Mayor

CITY of ROCKPORT, TEXAS

CERTIFICATION OF EXCELLENCE

THIS CERTIFIES THAT

Luis Trujillo

For excellence in customer service and professionalism
while in the field assisting residents.

MAY 14, 2024

Est. 1870

Tim Jayroe
Mayor

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: IV-6

Presentation: Employee Recognition – Pool Staff

SUBMITTED BY: Gene Camargo, Director of Parks & Recreation

APPROVED FOR AGENDA: VRS

BACKGROUND:

Boden Klanica:

On March 29th, 2024, Lifeguard Boden Klanica was on duty at the Competition Pool. A 14-years old female patron entered the water from the low diving board. The patron could not swim, began to panic and was intermittently submerging and struggling at the surface. Lifeguard Boden Klanica recognized this swimmer was in distress and activated the Emergency Action Plan. Lifeguard Boden Klanica entered the water and conducted a rescue according to his training. Although emergency services were called, no treatment was necessary as Lifeguard Klanica's quick response kept the drowning patron from ingesting water or becoming ill or unconscious. Lifeguard Boden Klanica's professional response saved the life of this patron that was drowning.

Hunter Guillen:

On February 24th, 2024, Lifeguard Hunter Guillen observed a child jump from the high diving board into the water. Upon entering the water, the child was temporarily motionless. Lifeguard Guillen recognized the child was in distress and immediately initiated a rescue. The child was successfully kept from submerging and quickly brought to the side of the pool where Lifeguard Guillen helped him exit the water. The child did not report any water ingestion and did not complain of any symptoms. Lifeguard Guillen's quick action prevented a drowning.

Milana Klanica:

Lifeguard Milana Klanica took on the task of designing, creating and painting a mural on the entrance-way wall to the pool. The mural captures the spirit of Rockport, enjoyment of the pool and water safety concepts. Over the course of several weeks, Milana came after school and worked on the mural. The total project took about 5-weeks to complete. Milana Klanica's artwork is impressive and professional. She has been a Lifeguard for 3-years and continues to make positive contributions to the pool and pool community.



FISCAL ANALYSIS: N/A

RECOMMENDATION: Recognition of professionalism by Mayor Tim Jayroe and presentation of awards.

CITY of ROCKPORT, TEXAS

CERTIFICATION OF EXCELLENCE

THIS CERTIFIES THAT

Boden Klanica

For excellence in professional response
saved the life of a drowning patron.

MAY 14, 2024

Est. 1870

Tim Jayroe
Mayor

CITY of ROCKPORT, TEXAS

CERTIFICATION OF EXCELLENCE

THIS CERTIFIES THAT

Hunter Guillen

For excellence in recognizing a child in distress and immediately
Initiating a rescue to prevent drowning.

MAY 14, 2024

Est. 187

Tim Jayroe
Mayor

CITY of ROCKPORT, TEXAS

CERTIFICATION OF EXCELLENCE

THIS CERTIFIES THAT

Milana Klanica

For excellence in going above and beyond with positive contributions to the community pool, the last contribution was designing, creating, and painting a mural.

MAY 14, 2024

Est. 1872

Tim Jayroe
Mayor



City of Rockport
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, APRIL 23, 2024 ~ 6:30 p.m.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

Mayor Pro Tem (Ward 4) Andrea Hattman
Councilmember (Ward 1) Stephanie Rangel
Councilmember (Ward 2) Danielle Hale
Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

Mayor Tim Jayroe

City Staff Present:

Vanessa Shrauner, City Manager
Brad Bullock, City Attorney
Bob Argetsinger, Director of Information Technology
Lee Brown, Public Safety Communications Center Director
Gene Camargo, Director of the Parks & Recreation
Kimberly Henry, Assistant to the City Manager
Nathan Anderson, Police Department Captain
Robbie Sorrell, Director of Finance
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Pro Tem Hattman called the April 23, 2024, Regular Meeting to order at 6:30 p.m. and announced that a quorum had been met.

2. PLEDGE OF ALLEGIANCE

Councilmember Hale led the Pledge of Allegiance to the United States flag.

3. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Presentation to Friends of Aransas National Wildlife Refuge – Whooping Crane Strut

Mayor Pro Tem Hattman stated the City partnered with the Friends of Aransas National Wildlife Refuge and since 2015 Whooping Crane Strut has donated \$5 of each registration to the group to assist with whooping crane habitat at the Refuge. The 35th Annual Whooping Crane Strut on March 9, 2024, raised a total of \$1,735.00 from 347 registrants. She presented a check to Gene Camargo, Director of the Parks & Recreation Department to pass it on to the Friends of Aransas National Wildlife Refuge.

4. CITIZENS TO BE HEARD

Scott Hein spoke in support of the completion of a drainage plan and Resolution 2024-07R.

John Jackson spoke in support of the completion of the drainage plan and Resolution 2024-07R. And requested his comments be included in the minutes (see attached comments).

Jack Wright spoke in support of the completion of the drainage plan and Resolution 2024-07R.

Jerry Brundrett spoke regarding a drainage issue and the solutions to get the drainage water to the bay. He stated he wanted to clear up miscommunications on social media, everything he has done has been pro Bono to help with the drainage situation.

Billy McCray spoke in support of the completion of the drainage plan and Resolution 2024-07R. He also stated he is a victim every time there is heavy rain.

Nancy Bolton spoke in support of the completion of the drainage plan and Resolution 2024-07R.

Councilmember Rangel read Warren Hassinger's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Councilmember Rangel read Chrissa Lynch's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Councilmember Hale read Patrick Rios' written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Councilmember Hale read Jesus Dominguez's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Councilmember Brundrett read Mark Wagon's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Councilmember Brundrett read Greg Steven's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Mayor Pro Tem Hattman read Courtney Sanchez's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Mayor Pro Tem Hattman read Lynn Powers' written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Mayor Pro Tem Hattman read Katy Jackson's written comment of support for the completion of the drainage plan and Resolution 2024-07R.

Mayor Pro Tem Hattman then announced that she is taking Agenda Item 11. A. out of order.

11. BUSINESS ITEM

- A. Consider the approval on the use of eminent domain to condemn property, to wit Resolution 2024-07R of the City Council of the City of Rockport, Texas finding and reaffirming that a public necessity exists to acquire a drainage easement and/or fee simple for municipal purposes to upgrade and install drainage facilities for the purpose of drainage collection, disposal, emptying, and such appurtenant facilities as may be necessary, and other public uses in real property as portions or whole of tracts of land crossing Veteran's Memorial Park on a portion of the Waterfront**

East of Austin/Broadway Streets, in the Smith and Wood Addition, to the City of Rockport, according to the map recorded in Volume “E”, pages 272-273, deed records of Aransas County, Texas, and generally described as a portion of the approximately 102.5 acre tract conveyed to the Aransas County Navigation District No. 1 by deed dated October 15, 1936, and recorded in Volume Q-2, page 270, Deed Records of Aransas County, Texas, and revised and amended on August 15, 1953, and recorded in volume m-3, page 499, Deed Records of Aransas County, Texas, said property owned wholly or partially by Aransas County Navigation District No. 1; providing and reaffirming notice of an official determination to acquire real property for a Drainage Easement and/or fee simple for municipal purposes; providing and reaffirming authorization for the City Manager to obtain the necessary Appraisal Report and the making of bona fide offers of just compensation for the easement and/or fee simple; ratifying prior documents and acts made for acquisition of the easement and/or fee simple; authorizing and/or reaffirming the authority of legal counsel to Institute Eminent Domain Proceedings on behalf of the City for the acquisition of the easements and/or fee simple on said tracts if negotiations are unsuccessful; authorizing and reaffirming seeking all legal means necessary to enter upon said property for work necessary to effectuate the need or ability to seek Eminent Domain Proceedings and studies incident thereto; authorizing and reaffirming appropriation of funds from a lawful source; and providing for an effective date.

Vanessa Shrauner, City Manager, reviewed the history of the Concho Street Drainage Improvement and Rockport Harbor Basin. She identified the current discharge, drainage boxes, and the 3' x 6' drainage culver box installed in 2007. She stated the City is seeking an easement for crossing Veteran's Memorial Park on a portion of the Waterfront East of Austin/Broadway Streets. She reviewed the history of the timeline, completed projects, and the need to complete the project. She also noted that the City is following the current Master Plan, ensuring each basin drains to its intended point to reduce overflow into undersized basins. She also reviewed the next steps in the process. She stated today a meeting was held with a committee for the Navigation District and a solution was discussed that they felt could be viable. She felt the City Council would need legal advice in the Executive Session and then come out to make a formal recommendation.

10. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section - (551.071 Consultations with Attorney)

- A. Seek the advice of an attorney about pending or contemplated litigation, or a settlement offer; and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: 1) City Hall; 2) Concho Street & General Land Office (GLO) drainage projects.**

Mayor Pro Tem Hattman announced that the City Council will recess its open meeting and go into Executive Session at 7:06 p.m.

Mayor Pro Tem Hattman announced that the City Council ended the Executive Session at 8:06 p.m. and reconvened the open meeting.

The Mayor Pro Tem Hattman announced the City Council would go back to 11. A.

11. BUSINESS ITEM

- A. Consider the approval on the use of eminent domain to condemn property, to wit Resolution 2024-07R of the City Council of the City of Rockport, Texas finding and reaffirming that a public necessity exists to acquire a drainage easement and/or fee simple for municipal purposes to upgrade and install drainage facilities for the purpose of drainage collection, disposal, emptying, and such appurtenant facilities as may be necessary, and other public uses in real property as portions or whole of tracts of land crossing Veteran's Memorial Park on a portion of the Waterfront East of Austin/Broadway Streets, in the Smith and Wood Addition, to the City of Rockport, according to the map recorded in Volume "E", pages 272-273, deed records of Aransas County, Texas, and generally described as a portion of the approximately 102.5 acre tract conveyed to the Aransas County Navigation District No. 1 by deed dated October 15, 1936, and recorded in Volume Q-2, page 270, Deed Records of Aransas County, Texas, and revised and amended on August 15, 1953, and recorded in volume m-3, page 499, Deed Records of Aransas County, Texas, said property owned wholly or partially by Aransas County Navigation District No. 1; providing and reaffirming notice of an official determination to acquire real property for a Drainage Easement and/or fee simple for municipal purposes; providing and reaffirming authorization for the City Manager to obtain the necessary Appraisal Report and the making of bona fide offers of just compensation for the easement and/or fee simple; ratifying prior documents and acts made for acquisition of the easement and/or fee simple; authorizing and/or reaffirming the authority of legal counsel to Institute Eminent Domain Proceedings on behalf of the City for the acquisition of the easements and/or fee simple on said tracts if negotiations are unsuccessful; authorizing and reaffirming seeking all legal means necessary to enter upon said property for work necessary to effectuate the need or ability to seek Eminent Domain Proceedings and studies incident thereto; authorizing and reaffirming appropriation of funds from a lawful source; and providing for an effective date.

Vanessa Shrauner, City Manager, reviewed the project's history and provided the attached PowerPoint. She noted that negotiations for an easement have been unsuccessful regarding the continuation of the drainage improvements. In the best interest of the taxpayers is to use the processes provided in Chapter 251 of the Texas Local Government Code, Chapter 2206 Chapter 2206 of the Texas Government Code, and Chapter 21 of the Texas Property Code is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose to provide, enlarge, or improve drainage facilities and other public uses. She also reviewed the timeline for the eminent domain process.

Mayor Pro Tem Hattman then announced that she is taking Agenda Item 11. A. out of order. Councilmember Brundrett stated he and the City Manager met with two members of the Navigation District Board. He stated everyone agreed to continue negotiations, but the Navigation District members asked for this item to be postponed tonight but he feels they are close to a compromise.

Motion: Upon a motion made by Councilmember Brundrett, and a second by Councilmember Rangel, to move forward with the approval on the use of eminent domain to condemn property, to wit Resolution 2024- 07R of the City Council of the City of Rockport, Texas finding and reaffirming that a public necessity exists to acquire a drainage easement and/or fee simple for municipal purposes to upgrade and install drainage facilities for the purpose of drainage collection,

disposal, emptying, and such appurtenant facilities as may be necessary, and other public uses in real property as portions or whole of tracts of land crossing Veteran's Memorial Park on a portion of the Waterfront East of Austin/Broadway Streets, in the Smith and Wood Addition, to the City of Rockport, according to the map recorded in Volume "E", pages 272-273, deed records of Aransas County, Texas, and generally described as a portion of the approximately 102.5 acre tract conveyed to the Aransas County Navigation District No. 1 by deed dated October 15, 1936, and recorded in Volume Q-2, page 270, Deed Records of Aransas County, Texas, and revised and amended on August 15, 1953, and recorded in volume m-3, page 499, Deed Records of Aransas County, Texas, said property owned wholly or partially by Aransas County Navigation District No. 1; providing and reaffirming notice of an official determination to acquire real property for a Drainage Easement and/or fee simple for municipal purposes; providing and reaffirming authorization for the City Manager to obtain the necessary Appraisal Report and the making of bona fide offers of just compensation for the easement and/or fee simple; ratifying prior documents and acts made for acquisition of the easement and/or fee simple; authorizing and/or reaffirming the authority of legal counsel to Institute Eminent Domain Proceedings on behalf of the City for the acquisition of the easements and/or fee simple on said tracts if negotiations are unsuccessful; authorizing and reaffirming seeking all legal means necessary to enter upon said property for work necessary to effectuate the need or ability to seek Eminent Domain Proceedings and studies incident thereto; authorizing and reaffirming appropriation of funds from a lawful source; and providing for an effective date of May 28, 2024.

Brad Bullock, City Attorney, stated this Resolution will not go into effect until May 28, 2024, allowing the two parties to continue negotiating. If a solution is met then the Resolution would be put back on the agenda and rescinded, but if a solution is not agreed upon then the City will move forward with the condemnation process. He stated that making the effective date until May 28, 2024, will allow both parties to take action on any negotiations being made.

The City Council discussed the following:

- Postponement
- Eminent Domain process
- Thanked all the residents who provided comments (in person and written)

The City Council voted by roll call on the motion:

Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 2) Hale	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; four (4) for and none (0) against.

5. CONSENT

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless pulled at the request of a member of the City Council.

A. Consider the approval of the April 9, 2024, City Council Regular Meeting Minutes.

B. Consider the approval of the April 15, 2024, City Council Special Meeting Minutes.

- C. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from the Rockport Center for the Arts and approve the payment of One Hundred and Five Thousand dollars (\$105,000).**
- D. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from the Friends of the Fulton Mansion State Historical Site and approve the payment of Twelve thousand five hundred dollars (\$12,500.00).**
- E. Consider the approval of the Hotel Occupancy Tax Report from the Aransas County Council on Aging for the Bountiful Bowl Pottery Fair and approve the payment of Three Thousand Five Hundred and Seventeen dollars and Twenty-Five cents (\$3,517.25).**

Motion: Upon a motion made by Councilmember Hale and a second by Councilmember Rangel, to approve the Consent Agenda Items 5. A.- 5. E. The City Council voted on roll:

Councilmember (Ward 1) Rangel aye
 Councilmember (Ward 2) Hale aye
 Councilmember (Ward 3) Brundrett aye
 Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for and none (0) against. The motion passed unanimously.

6. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

- A. Consider the approval on the second and final reading of Ordinance 1932 of the City of Rockport, Texas amending Ordinance No. 1929 which amended the 2023-2024 budget beginning October 1, 2023, and ending September 30, 2024; repealing all prior ordinances in conflict herewith; providing for publication; and providing for an effective date.**

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Hale, to approve on the second and final reading of Ordinance 1932 of the City of Rockport, Texas amending Ordinance No. 1929 which amended the 2023-2024 budget beginning October 1, 2023, and ending September 30, 2024; repealing all prior ordinances in conflict herewith; providing for publication; and providing for an effective date. The City Council voted by roll call:

Councilmember (Ward 1) Rangel aye
 Councilmember (Ward 2) Hale aye
 Councilmember (Ward 3) Brundrett aye
 Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for and none (0) against.

7. OTHER ACTION ITEMS AND UPDATES

- A. Consider the approval of awarding a contract to EDR Architects for Interior design and engineering improvements to the Gagon Fire Station.**

Michael Donoho, Public Works Director, stated the Gagon Fire Station has been going through mold remediation. He stated after review and discussion with Urban Engineering it was decided to seek professional architectural design assistance. The City contacted EDR Architects and received a proposal that includes architectural & engineering design services. Staff recommends awarding a contract for architectural and design improvements to the Gago Fire Station to EDR Architects for \$45,000.00.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangle, to award a contract to EDR Architects for Interior design and engineering improvements to the Gagon Fire Station. The City Council voted by roll call:

Councilmember (Ward 1) Rangel aye
Councilmember (Ward 2) Hale aye
Councilmember (Ward 3) Brundrett aye
Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for and none (0) against.

B. Consider the approval of a street closure request from Augie Garcia, SR Boil House, for May 4, 2024, from 6:00 p.m. to 10:00 p.m. for St. Mary Street from Austin Street and eastward about 100 feet toward Magnolia.

Shelley Goodwin, City Secretary, reviewed the street closure request and the responses from the requestor Augie Garcia.

The City Council discussed the lack of the required documents requesting a street closure.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangle, to deny the street closure request from Augie Garcia, SR Boil House, for May 4, 2024, from 6:00 p.m. to 10:00 p.m. for St. Mary Street from Austin Street and eastward about 100 feet toward Magnolia. The City Council voted by roll call:

Councilmember (Ward 1) Rangel aye
Councilmember (Ward 2) Hale aye
Councilmember (Ward 3) Brundrett aye
Mayor Pro Tem (Ward 4) Hattman aye

The motion to deny passed unanimously; four (4) for and none (0) against.

C. Consider the approval of an Engagement Agreement with P. Andrew Hall for professional services related to the 2023 audit.

Robbie Sorrell, Finance Director, stated the City Council voted on April 9, 2024, to approve the appointment of an audit firm, P. Andrew Hall, LLC to perform an independent auditor. He noted the City Council now needs to approve the Engagement Agreement with P. Andrew Hall.

Motion: Upon a motion made by Councilmember Hale and a second by Councilmember Rangle, to approval of an Engagement Agreement with P. Andrew Hall for professional services related to the 2023 audit. The City Council voted by roll call:

Councilmember (Ward 1) Rangel aye
Councilmember (Ward 2) Hale aye
Councilmember (Ward 3) Brundrett aye
Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for and none (0) against.

D. Consider the approval of the Heritage District Certificate of Appropriateness Application submitted for 722 Navigation Circle to rebuild the Aquarium at Rockport Harbor that was destroyed by Hurricane Harvey.

Carey Dietrich, Community Planner, stated the City received an application for a variance request for Section 7.3.4 Commercial and Mixed-Use Building Materials. Aransas County Navigation District in partnership with Aransas County has submitted a Certificate of Appropriateness application for the construction of a new Aquarium located at 722 Navigation Circle, to replace the Aquarium at Rockport Harbor, since the previous one was destroyed by Hurricane Harvey.

The applicant would like to seek design exceptions on the following items:

- i. At least 75% of each building's facade (excluding doors and windows) fronting along any Type 'A' Street or Market Street shall be finished in one of the following materials:
*Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)
- ii. No more than 25% of each facade along any Type 'A' Street or Market Street shall use accent materials such as wood, architectural metal panels, split-face concrete blocks, tile, or pre-cast concrete panels. EIFS shall not be permitted on building frontages along any Type 'A' Street or Market Street.

The City Council discussed the following:

- A great addition to the Harbor
- Moving forward with a metal building knowing they would have to get a variance
- All other codes are met

El Morales with Aransas County stated the building material and structure was designed with cost in mind, however, until the project bids come in they will not know the true cost of the project. Hale met all the other codes. Regarding restrooms related to ADA.

Brad Rangel all aye

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangle, to approve the Heritage District Certificate of Appropriateness Application submitted for 722 Navigation Circle to rebuild the Aquarium at Rockport Harbor that was destroyed by Hurricane Harvey. The City Council voted by roll call:

Councilmember (Ward 1) Rangel aye
Councilmember (Ward 2) Hale aye
Councilmember (Ward 3) Brundrett aye
Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for and none (0) against.

D. Presentation of the Monthly Urban Engineering update.

Michael Donoho, Public Works Director, stated an Urban Engineering update will be given at the second City Council meeting of every month.

Anthony Allen, Urban Engineering, provided the following update:

- GLO CDBG Drainage Improvements
 - Project 1-Traylor/Tuttle-not started.
 - Project 4- S. Ann and E. Hackberry-Storm Sewer improvements installed and manhole rings are being adjusted to prepare for paving.
 - Project 5- Market at Church- the majority of Storm Sewer improvements installed.
 - Project 6-Sabinal, Ann, Orleans, Laurel, and Magnolia-majority of infrastructure is installed.
- FEMA-Enterprise and Maple Drainage Improvements are complete and sent to FEMA for approval
- Texas Department of Agriculture CDBG – Kluge and Holly Road Reconstruction – providing Grantworks a Contract for Engineering Services
- FEMA HMGP Replacement Generators - have been submitted to FEMA
 - Application 1 - Rockport Fire Station Generator and Highway 188 Pump Station

- Generator – provided clarification on the scope of work
 - Application 2 – Ivy Lane Pump Station Generator and Highway 188 Pump Station Generator - provided a revision for Benefit-Cost Analysis.
 - Application 3 – Mobile Generator for powering the City’s lift stations - provided a revision for Benefit-Cost Analysis.
- Aransas County Basin 39 Drainage Improvements- Amendment #5 is being processed and then Amendment #6 can be submitted to Grantworks

The City Council discussed the following:

- Including a summary in future packets
- Progress of all the projects

8. CITY MANAGER’S UPDATE

Vanessa Shrauner, City Manager, reviewed the process for the following upcoming meetings:

- April 25, 2024, Workshop for Strategic Planning
- April 30, 2024, Special Meeting for the Police Chief interviews

9. CITY COUNCIL REPORT

Councilmember Rangel and Councilmember Hale stated they were excited about the Aquarium being reconstructed and for all the citizens who participated in the meeting.

Councilmember Brundrett stated that he was pleased with the very productive meeting today with the NAB District and this evening with all the participants. He also congratulated Gene Camargo, Director of Parks & Recreation, on his retirement.

Mayor Pro Tem Hattman reported she attended the Chamber of Commerce Governmental Affairs Meeting where TxDOT was present to address issues.

12. ADJOURN

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel, to adjourn the Tuesday, April 23, 2024, City Council Regular Meeting at 8:46 p.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



City of Rockport
CITY COUNCIL WORKSHOP MINUTES
(STRATEGIC PLANNING WORKSHOP)
THURSDAY, APRIL 25, 2024 ~ 12:00 p.m.
ROCKPORT CONFERENCE CENTER (ROCC)
106 S. AUSTIN
ROCKPORT, TEXAS 78382

City Councilmembers Present:

Mayor Tim Jayroe (left at 2:55 p.m.)
Mayor Pro Tem (Ward 4) Andrea Hattman
Councilmember (Ward 1) Stephanie Rangel (arrived at 1:00 p.m.)
Councilmember (Ward 2) Danielle Hale
Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager
Bob Argetsinger, Director of Information Technology
Lee Brown, Public Safety Communications Center Director
Kimberly Henry, Assistant to the City Manager
Nathan Anderson, Police Department Captain
Robbie Sorrell, Director of Finance
Shelley Goodwin, City Secretary
Gene Camargo, Director of Parks and Recreation
Kaycee Eddins, Director of Human Resources
Mike Donoho, Director of Public Works & Building Services

The City Council ate lunch from 12:00 p.m. till 12:29 p.m.

1. CALL TO ORDER

Mayor Jayroe called the April 25, 2024, Workshop to order at 12:29 p.m. and announced that a quorum had been met.

2. DISCUSSIONS

A. STRATEGIC PLANNING FOR 2024-2025 BUDGET

Vanessa Shrauner, City Manager, stated this meeting is to provide information to the City Council to assist when making decisions with the upcoming Budget. She stated this is the beginning of the FY 2024-2025 Budget process.

Financial Outlook

Robbie Sorrell, Finance Director, provided the attached PowerPoint on financial realities. Recommended going with Voter Approval Rate, if not then the City would need to consider reducing services or cutting 15 to 20 positions.

Kaycee Eddins, Human Resource Director, stated the City has not gone out for benefit quotes in 20 years. She asked the City Council to consider hiring a consultant to assist with finding the best insurance for the City and its employees. She reviewed the benefits of hiring a consultant.

The City Council agreed by consensus to put the Brinson on the next City Council Regular Meeting Agenda.

Tax Rate

Anna Marshall, Aransas County Tax Assessor-Collector, stated she is hoping to receive estimates from the Aransas Appraisal District on April 30th. She stated she hopes to get the Certified Roll on time this year, so the worksheet and calculations can be created. July 25th we should see, she'll reach out in June for Debt. August working sheet and release August 7th. She also reviewed the State Truth and Taxation website to review your individual. She also reviewed the process if the City Council exceeds the Voter Approval Rate.

Bond 25-26 Revenue Bond

Bob Henderson, Managing Director of Capital Markets, reviewed the attached PowerPoint on the different types of bonds. He also reviewed the following:

- Attorney General's approval
- Venue Tax
- Total Outstanding Obligations
- Debt Paid by Utility System
- Debt Paid by Interest & Sinking Fund Taxes
- Debt Paid by Natural Gas System
- History of the 2020 City Hall Tax Note
- General Obligation Debt Capacity Analysis
- Adopt I&S Tax Rate Strategy
- Energy Conservation Loan

City/County Relations-Judge Ray Garza

- Six MOUs
 - Animal Control
 - Jail expenses (currently \$55.00 a day, but the true cost is \$76.00)
 - EMS/Ambulance cost
 - Law Enforcement Center (utilities and insurance need to be reviewed)
 - Dispatch Services
 - Juvenile Services

He also reviewed the City/County issues coming up:

- Stormwater Flooding Technical Committee and possibly hire an Engineer.
- Bayshore Drive difference between the grant and the cost
- Emergency Management Interlocal Contract, Hurricane Emergency Plan, and Disaster Recovery Contract

Caitlyn Frazier, Animal Services, provided a PowerPoint regarding the following:

- Dog and Cat daily cost
- Dog and Cat spade and neutered
- Municipality can have residents pay more if animals are not spade and neutered.
- Citations fine and tiered fines

Housing, what do we want

Carey Dietrich, Community Planner/Asst. Director of Building & Development, provided the attached PowerPoint regarding growth and development within the City.

- Upcoming subdivision
- Upcoming multi-family development

Economic Development Policy

Jeff Sjostrom, Economic Development Partnership Director, provided his history and background. The City's Economic Development Policy ended April 1, 2024. He reviewed the following:

- Tax Abatements
- 380 Agreements
- Public-Private Partnership
- Economic Climate
- Housing Study
- Tax Credit Program
- Venture and Adventure Programs
- Communications
- Goals of the City Council
 - Types of projects you want and what do you want to achieve
 - Terms with Agreements are you comfortable with and set criteria
 - Wage rates are important to developments and the policy
 - Set thresholds within the policy
- Projects that are needed
 - Obtainable project
 - Aviation and non-aviation
 - Sports and children's activities
 - Incubators
 - Medical Services

He stated the City needs to look at, "What priorities of investments due you want after the next storm".

Vanessa Srauner, City Manager, recommended the City Council hold another Workshop to address their Strategic Planning priorities.

The City Council agreed by consensus to hold an afternoon Workshop.

3. ADJOURN

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel, to adjourn the Thursday, April 25, 2024, City Council Regular Meeting at 5:15 p.m.

Andrea Hattman
Mayor Pro Tem

Shelley Goodwin, TRMC/CMC
City Secretary

City of Rockport
CITY COUNCIL SPECIAL MEETING MINUTES
TUESDAY, APRIL 30, 2024 ~ 9:00 a.m.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

Mayor Tim Jayroe arrived at 11:30 a.m.
Mayor Pro Tern (Ward 4) Andrea Hattman
Councilmember (Ward 1) Stephanie Rangel
Councilmember (Ward 2) Danielle Hale
Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager
Bob Argetsinger, Director of Information Technology
Lee Brown, Public Safety Communications Center Director
Kimberly Henry, Assistant to the City Manager
Robbie Sorrell, Director of Finance
Shelley Goodwin, City Secretary
Gene Camargo, Director of Parks and Recreation
Kaycee Eddins, Director of Human Resources
Mike Donoho, Director of Public Works & Building Services

1. CALL TO ORDER

Mayor Pro Tern Hattman called the April 30, 2024, Special Meeting to order at 9:01 a.m. and announced that a quorum had been met.

2. EXPLANATION OF THE POLICE CHIEF INTERVIEW

Vanessa Shrauner, City Manager, explained there will be 3 interview groups, which the City Council will hold their interviews in Executive Session. She noted each candidate would begin with a different group for 45 minutes and then route to the next group.

Max Westbrook, Jr., reviewed the different locations where the Police Chief job opening was posted. He noted yesterday the interview process began with 5 candidates and now the final interview process is with 3 candidates.

3. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section - (551.074 Personnel Matters)

- A. Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Police Chief Candidates**

Mayor Pro Tern Hattman announced that the City Council will recess its open meeting and go into Executive Session at 9:07 a.m.

Mayor Pro Tern Hattman announced that the City Council will recess the Executive Session at 11:40 a.m.

Mayor Jayroe announced that the City Council will reconvene the Executive Session at 12:35 p.m.

Mayor Jayroe announced that the City Council ended the Executive Session at 1:15 p.m. and reconvened into open session.

4. BUSINESS ITEM

The City Council did not make any announcements.

5. ADJOURN

Motion: Upon a motion made by Mayor Pro Tern Hattman and a second by Councilmember Hale, to adjourn the Tuesday, April 30, 2024, City Council Special Meeting at 1:16 p.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary

CITY COUNCIL AGENDA
Regular Meeting: May 14, 2024

AGENDA ITEM: 8

Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Texas Maritime Museum and approve the payment of Twenty-Four Thousand Six Hundred and Two Dollars and Twenty-Seven Cents (\$24,602.27).

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

Texas Maritime Museum was awarded One hundred thousand dollars (\$100,000.00) as part of the 2023-2024 Hotel Occupancy Tax. They have submitted their required documentation for the 2nd quarter (January – March 2024) and are requesting payment.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommend Texas Maritime Museum receive their 2nd quarter payment.



TEXAS MARITIME MUSEUM



1202 Navigation Circle • Rockport, Texas 78382 • (361) 729-1271

2023-2024

**Board of
Trustees**

April 16, 2024

Cecil Rousseau
President

Scott McKay
Vice President

Kenneth Kellar
Secretary

Josh Nguyen

Jerome Moszer

David Hendrick

Karl F. Hielscher

Tracie England

Mayor Jayroe and Council Members
City of Rockport, Texas
2751 State Hwy 35 Bypass
Rockport, TX 78382

RE: Hotel/Motel Occupancy Fund Quarterly Report

Dear Mayor and Council Members,

Attached please find the Texas Maritime Museum's Hotel/Motel Occupancy Funds report for the quarter of January-March 2024, consisting of the HOT Funding Expense Report on Exhibit "B" as requested by the City, and supporting Heads in Beds documentation.

Please let us know if there is any additional information or documentation that you require. We will be happy to answer any questions you may have.

Sincerely,

Ashley Pieprzyca

Executive Assistant

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
Advertising	\$30,000.00	\$3,202.78	\$11,000.00			\$14,202.78	
Curatorial	\$18,000.00	\$455.68	\$602.27			\$1,057.95	
Education	\$11,000.00	\$2,750.00	\$2,750.00			\$5,500.00	
Office Supplies	\$3,000.00	\$750.00	\$750.00			\$1,500.00	
Website Maintenance	\$3,000.00	\$750.00	\$750.00			\$1,500.00	
Salaries	\$35,000.00	\$8,750.00	\$8,750.00			\$17,500.00	
TOTAL REQUESTED	\$100,000.00	\$16,658.46	\$24,602.27			\$41,260.73	3,837

*Must attach supporting documentation.

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Salaries	\$35,000.00	\$17,500.00	50%
TOTALS	\$35,000.00	\$17,500.00	50%

Total Attendance for January, February, and March 2024

Month	January	February	March	Totals
No - Didn't Stay/Didn't Answer	382	469	533	1384
Yes- 1 Night	17	23	81	121
Yes- 2 Nights	47	88	110	245
Yes- 3 Nights	31	81	146	258
Yes- 4 or more Nights	114	288	211	613

1 night: 121 x 1 = 121

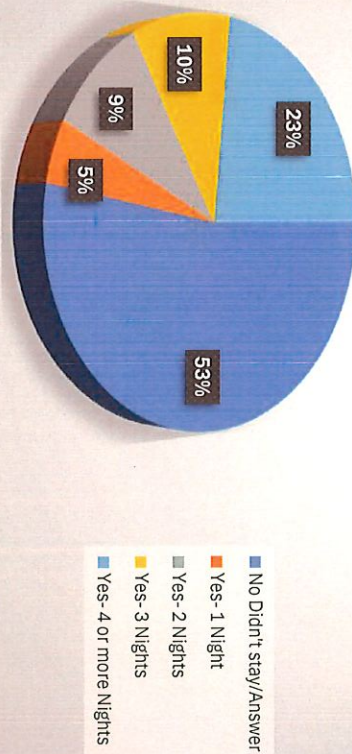
2 nights: 245 x 2 = 490

3 nights: 258 x 3 = 774

4+ nights: 613 x 4 = 2,452

3,837 nights total

Hotel/Motel stays for First Quarter 2024



CITY COUNCIL AGENDA
Regular Meeting: May 14, 2024

AGENDA ITEM: 9

Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Rockport Little Theatre and approve the payment of Ten Thousand One Hundred and Ninety-Three Dollars (\$10,193.00)

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

Rockport Little Theatre was awarded Ninety-Four Thousand Dollars (\$94,500.00) as part of the 2023-2024 Hotel Occupancy Tax. They have submitted their required documentation for the 2nd quarter (January – March 2024) and are requesting payment.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommends that Rockport Little Theatre receive their 2nd quarter payment.



ROCKPORT LITTLE THEATRE
P.O. Box 1241 Rockport, Texas 78381
99 North Austin St. Rockport, Texas 78382

www.rockportlittletheatre.org
(361) 450-1465

May 1, 2024

Vanessa Shrauner
City Manager
2751 State HWY 35 Bypass
Rockport, TX 78382

RE: HOT Funds 2nd QTR Expense Report

Dear Vanessa,

Attached, please find Rockport Little Theatre's 2nd QTR spending report on the initial \$23,500 payment of a total consideration of \$94,000 in Hotel Occupancy Tax (HOT) funds for fiscal year 2023-2024. These funds are to be allocated for the sole purpose of funding five to six major performances and the purchase of digital signage in accordance with our agreed contract.

1st and 2nd quarter spending are on track with our proposed budget for the major performances of 2023-2024. Licenses for all performances have been purchased, allowing for promotion of our entire calendar of major shows. Additional spending for the 2nd QTR was allocated in support of our two new 2024 performances of Calendar Girls and The Rainmaker, including expenses for sets/props/costumes, printing costs and promotions. At this time, the theatre has not received its second payment of \$23,500 in accordance with the city contract therefore no funds were allocated for the purchase of the proposed signage, but designs and estimates are available for review. At the end of the 2nd QTR, \$282 remains of the initial \$23,500 allocated thus far.

Included in the report, please find ticketing data from our online ticket service TIX.com and POS Square kiosks in support of the Heads-in Beds initiative. The report includes customer survey data to further support this effort. All receipts of expenses are on file. If you need additional information or find it necessary for me to modify my report in any way, please feel free to email me at rltrockport@gmail.com or call 361-230-2660.

Sincerely,

George V. Sherman III
RLT Board President

Rockport Little Theatre

HOT FUNDING EXPENSE REPORT FY 2023-2024							
Description of Expense	Approved Budget	1 st Quarter Expenses	2 nd Quarter Expenses	3 rd Quarter Expenses	4 th Quarter Expenses	TOTAL	* Number of Heads in Beds
Performance Licenses & Rights	\$12,000	\$9,078	\$3,666			\$12,744	1 st QTR 70
Set/Props/Costume	\$10,000	\$1,048	\$3,276			\$4,324	2 nd QTR 146
Printing & Copying	\$7,000	\$2,076	\$1,993			\$4,069	
Promotion & Advertising	\$6,000	\$823	\$1,258			\$2,081	
Event Support	\$8,000	\$0	\$0			\$0	
Building & Infrastructure	\$5,000	\$0	\$0			\$0	
Signage: Digital Display	\$30,000	\$0	\$0			\$0	
Signage: Foundation & Wiring	\$16,000	\$0	\$0			\$0	
TOTAL REQUESTED	\$94,000	\$13,025	\$10,193			\$23,218	216

*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			

HOT Fund 2nd QTR Expense Report 2023-2024							
Date	Ref No.	Payee	Memo	Class	Payment	Type	Account
03/31/2024	1013	Rockport Little Theatre	Facebook Ad Expense (Reimbursement) 1st & 2nd QTR HOT Fund Events	FACEBOOK Advertising	527.64	Check	65110 Other Types of Expenses:Advertising Expenses
03/27/2024	GS2944	Lowe's	The Rainmaker: Set Lumber	The Rainmaker	219.66	Expenditure	67850 Event Related Expenses:Set Design
03/27/2024	GS2944	ACE Hardware	The Rainmaker: Set Paint	The Rainmaker	258.19	Expenditure	67850 Event Related Expenses:Set Design
03/26/2024	1012	Rockport Printing	The Rainmaker: Posters x125 (8.5 x 14)	The Rainmaker	169.14	Check	67815 Event Related Expenses:Event Printing/Copying & Script Acquisition
03/25/2024	GS2944	Lowe's	The Rainmaker: Set Lumber	The Rainmaker	104.74	Expenditure	67850 Event Related Expenses:Set Design
03/22/2024	GS2944	Lowe's	The Rainmaker: Set Lumber	The Rainmaker	153.24	Expenditure	67850 Event Related Expenses:Set Design
03/15/2024	GS2944	Lowe's	The Rainmaker: Set Lumber	The Rainmaker	153.58	Expenditure	67850 Event Related Expenses:Set Design
02/05/2024	HOT2944	Pronto Reprographics	Calendar Girls: Playbill Printing: x 500	Calendar Girls	1,328.70	Expenditure	67815 Event Related Expenses:Event Printing/Copying & Script Acquisition
01/25/2024	HOT2944	Concord Theatricals	Wizard of Oz: License & Rights Wizard of Oz: Scripts & Workbooks	Wizard of OZ	4,161.43	Expenditure	67810 Event Related Expenses:License & Rights Fees (Performance) 67815 Event Related Expenses:Event Printing/Copying & Script Acquisition
01/24/2024	1011	Rockport Little Theatre	Calendar Girls: (Reimbursement) Props, Costumes & Set Design	Calendar Girls	2,039.79	Check	67845 Event Related Expenses:Props 67850 Event Related Expenses:Set Design 67840 Event Related Expenses:Costumes
01/12/2024	HOT2944	Lowe's	Calendar Girls: Set Design Trim Lumber	Calendar Girls	346.56	Expenditure	67850 Event Related Expenses:Set Design
01/09/2024	1010	The Rockport Pilot	One Christmas Eve/Evergreen Mail: 3x3 in Newspaper Ads	ONE CHRISTMAS EVE/Evergreen	360.83	Check	65110 Other Types of Expenses:Advertising Expenses
01/02/2024	HOT2944	Constant Contact	Constant Contact: EMAIL Service Annual Fee	Advertising	369.49	Expenditure	65110 Other Types of Expenses:Advertising Expenses
TOTAL					10,192.99		

Rockport Little Theatre		Development & Promotion of the Performing Arts									
Budget Item		Full Year	QTR 1 Tot	QTR 1 Act	QTR 2 Tot	QTR 2 Act	QTR 3 Tot	QTR 3 Act	QTR 4 Tot	QTR 4 Act	
	Performance Licences & Scripts	\$12,000	\$3,000	\$9,078	\$3,000	\$3,666	\$3,000	\$0	\$3,000	\$0	
	Set/Props/Costume	\$10,000	\$2,500	\$1,048	\$2,500	\$3,276	\$2,500	\$0	\$2,500	\$0	
	Printing & Copying	\$7,000	\$1,750	\$2,076	\$1,750	\$1,993	\$1,750	\$0	\$1,750	\$0	
	Promotion & Advertising	\$6,000	\$1,500	\$823	\$1,500	\$1,258	\$1,500	\$0	\$1,500	\$0	
	Event Support	\$8,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	
	Building & Infrastructure	\$5,000	\$1,250	\$0	\$1,250	\$0	\$1,250	\$0	\$1,250	\$0	
	Total Expense	\$48,000	\$12,000	\$13,025	\$12,000	\$10,193	\$12,000	\$0	\$12,000	\$0	
Promotional Signage											
Budget Item		Full Year	QTR 1 Tot	QTR 1 Act	QTR 2 Tot	QTR 2 Act	QTR 3 Tot	QTR 3 Act	QTR 4 Tot	QTR 4 Act	
	Sign: Digital Display	\$30,000	\$7,500	\$0	\$7,500	\$0	\$7,500	\$0	\$7,500	\$0	
	Sign: Foundation	\$8,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	
	Sign: Electrical/Internet	\$8,000	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	\$2,000	\$0	
	Total Expense	\$46,000	\$11,500	\$0	\$11,500	\$0	\$11,500	\$0	\$11,500	\$0	
	HOT Fund Revenue Totals	\$94,000.00	\$23,500	\$13,025	\$23,500	\$10,193	\$23,500	\$0	\$23,500	\$0	
Total HOT Funds Distributed to Date		\$23,218.00		\$13,025		\$10,193		\$0		\$0	

HOT Funds 1st QTR Ticket Sales Summary					
Heads-in-Beds Data					
Production Name	Tickets Tix.com	Tickets Square POS	Total Tickets	Zip Code	+75 Miles
12 Angry Jurors	311	127	438		19
One Christmas at Evergreen Mall	263	161	424		51
Totals	574	288	862		70

HOT Funds 2nd QTR Ticket Sales Summary					
Heads-in-Beds Data					
Production Name	Tickets Tix.com	Tickets Square POS	Total Tickets	Zip Code	+75 Miles
Calendar Girls	810	118	928		146
Totals	810	118	928		146

Event: CALENDAR GIRLS

HOT Funds TIX.com Ticket Sales 2nd QTR (75 mile +)

Full Name	Address1	City	State	Postal Code	Day Phone	Email	Ticket #	# People
Brown, Joanne	15 Revie Close	Red Deer	AB	T4P3N9	(403) 350-9424	jbro4566@hotmail.com	2	1
Gould, Janet	20 Brecon Avenue	Portsmouth	GB	PO6 2AW		jangould@btinternet.com	3	1
Gerard, Rhoda	11 Field Street	Ayr	ON	N0B 1E0		rhodagerard@gmail.com	5	1
Castle, Brenda	1905 Taurus Drive	Nampa	ID	83651	(208) 899-2394	Bkcroy2012@yahoo.com	2	1
Sutherland, Tammy	2365 E Rd	Grand Junction	CO	81507	(970) 640-3445	tsutherland1120@gmail.com	2	1
Reed, Carolyn	796 KNICKERBOCKER RD	SILVER CLIFF	CO	81252	(720) 373-7333	zepcommando@gmail.com	2	1
Wall, Vinaya	3731 Cr 105 s	Alamosa	CO	81101	(505) 670-1799	vinayafalcon@mac.com	2	1
Nord, Donald	2702 McLean Court	Castle Rock	CO	80109	(847) 644-7297	D_nord@ameritech.net	3	1
Frisbie, Shauna	4601 89th St	Lubbock	TX	79424	(896) 781-5143	Shfrisbie@yahoo.com	4	1
O'Neill, Susan	11 Pebblebrook Ln	Wimberley	TX	78676	(512) 346-3272	sgo.oneill@gmail.com	1	1
LaFuente, Tim	221	Leander	TX	78641		tim.lafuente@yahoo.com	2	1
Tucker, Dana	109 Red Rose Drive	Georgetown	TX	78628	(512) 944-5384	dtuckertx2@yahoo.com	2	1
Sherman, Cindy	1230 Fall Creek Loop	Cedar Park	TX	78613	(512) 680-3640	Csherman59@outlook.com	5	1
Moore, Patricia	16906 Silverwood Dr.	San Antonio	TX	78232	(210) 316-6201	pamoore_2000@yahoo.com	1	1
Sample, Jennifer	214 Blue Bonnet Blvd	San Antonio	TX	78209	(210) 710-3582	Jensamplepre@gmail.com	2	1
Solansky, Stephanie	6625 Ascension Drive	Bulverde	TX	78163	(361) 876-6250	stephanie.solansky@gmail.com	2	1
Wallace, Jen	1345 Birchwood Circle	Schertz	TX	78154	(210) 861-4022	Jenwallace90@hotmail.com	2	1
Campos Delgado, Cynthia	P.O. Box 31954	New Braunfels	TX	78131	(956) 578-3356	Ccampos956@gmail.com	3	1
Benavides, Sandra	414 Coneflower Dr	Spring Branch	TX	78070		momsandy79@gmail.com	2	1
Cook, Evelyn	239 County Road 136	George West	TX	78022	(361) 318-5708	eac516@hotmail.com	4	1
Dietz, Ronald	408 E. Morgan Avenue	Cuero	TX	77954	(361) 799-9485	piccaso7@netzero.com	2	1
Irwin, Neva	PO Box 659	Cuero	Tx	77954	(361) 293-2331	neva@gvec.net	2	1
Kimmey, Debbie	4627 Red Fox Circle	Baytown	Tx	77523	(281) 795-8539	Kimmejdk12@aol.com	2	1
Keller, Drue	3722 Mission Valley Drive	MISSOURI CITY	TX	77459	(330) 244-7116	drue.keller@gmail.com	2	1
Hillendahl, Angelique	4506 Holly St	Bellaire	TX	77401	(713) 922-7120	lavendar_breezes@yahoo.com	2	1
Frankum, Pamela	220 Rainbow Drive # 12085	Livingston	TX	77399	(361) 813-7728	Pfrankum@gmail.com	2	1
Kane, Patrick	214 RAINBOW DRIVE #11418	LIVINGSTON	TX	77399	(703) 200-8917	pat.kane@kane.net	2	1
Bisceglia, Lisa	14 Crestview Trl	Houston	TX	77082	(713) 748-9722	lisakb2@gmail.com	2	1
Smith, Linda	13395 Shiloh rd	Troy	TX	76579	(254) 760-9260	Linda_k_smith1@aol.com	6	1
Schroeder, Rick	6081 cliff lane	Temple	TX	76502	(254) 913-2979	Rick@fitandflex2000.com	2	1
Haltom, Barbara	141 Private Road 7002	Willis Point	TX	75169	(214) 236-8281	SWABBarbara@Hotmail.com	1	1
Williams, Deanne	2730 Vista View Ln	Prosper	TX	75078	(214) 334-7959	dwilliams2483@att.net	2	1
Parker, Irma	4017 Eisenhower St	Carrollton	TX	75007	(361) 727-9107	mimipark114@gmail.com	2	1
Dennis, Treba	114918 S 4212 Rd	Eufaula	OK	74432	(405) 249-4113	Retiredladydiver@gmail.com	2	1
Woolery, Colleen	114501 S 4188 Rd	Eufaula	OK	74432	(405) 834-4513	colleenwoolery@yahoo.com	1	1
Sellers, Barbara	10812 Sundance Drive	Yukon	OK	73099	(405) 623-0615	credentialsetc@sbcglobal.net	2	1
Horsman, Kimberly	405 Canyon Rd	Edmond	OK	73034	(405) 831-8627	Kimhorsman@cox.net	3	1

Event: CALENDAR GIRLS									
Denton, Cindy	3602 N Glade Ave	Bethany	OK	73008	(405) 834-3006	crdenton1@gmail.com	3	1	1
Peterson, Barbara	79845 Highway 40	Arnold	NE	69120	(402) 720-1875	bpeterson96@gmail.com	2	1	1
Mahler, Chris	5111 state st	Emerson	NE	68733	(712) 898-6350	Davechris2@hotmail.com	3	1	1
Hogan, Mari	20500 So 82nd	Hickman	NE	68372	(402) 499-5454	mlouhogan54@gmail.com	2	1	1
VerMaas, Rosie	17790 S. 54th Street	Hickman	NE	68372	(402) 432-3775	Vermaas@windstream.net	2	1	1
Phillips, Anne	16502 Camden circle	Omaha	NE	681116	(402) 917-6534	georgiphillips@yahoo.com	1	1	1
Smart, Johnnie	, 5806 Valley Circle	Omaha	NE	68106	(402) 541-7263	Johnniesmart48@yahoo.com	2	1	1
Good, Carol K	2040 N 240th Road	Barnard	KS	67418	(785) 914-3732	jcgoodbarnard@gmail.com	2	1	1
Epler, Steven	1010 N. Green	Yates Center	Ks	66783	(620) 625-3562	steven.epler@usa.net	2	1	1
Martin, Ed	5460 Salzer rd	Wamego	KS	66547	(785) 456-2836	Edwinandbrenda@yahoo.com	2	1	1
Borders, Susan	5517 W 101st Ter. Overland Park, KS 66207	Overland Park	KS	66207	(361) 205-1124	Susan.borders@sbcglobal.net	2	1	1
Hartman, Sue	256 Mountain View Ct	Reeds Spring	MO	65737	(417) 343-1277	msuehart@gmail.com	2	1	1
Paul, Samuel	P.O. Box 1211	Chillicothe	MO	64601	(660) 339-2159	spaul.1382@gmail.com	2	1	1
McDonald, Kathryn	315 Carl Dr.	Bloomington	IL	61704	(309) 310-9266	KatRobMcD@gmail.com	2	1	1
DeLong, Kathy	1404 Eastholme Ave	Bloomington	IL	61701	(309) 846-3287	kdelong63@gmail.com	2	1	1
Baker, William	15414 Woodrow Rd	Green Valley	IL	61534	(309) 696-1948	grandebill@grics.net	2	1	1
Hise, Paula	301 E Eureka Ave	Eureka	IL	61530	(309) 303-2334	paulahise0916@gmail.com	2	1	1
Hoffert, Ann	7060 Highway 9	Carrington	ND	58421	(701) 650-9002	annrhoffert@hotmail.com	5	1	1
Simley, Jeanne	204 7th st E	Finley	ND	58230	(605) 881-2577	Rjsimley@mlgc.com	4	1	1
Hoistad, Carol	294 SE Lake Drive	Estelline	SD	57234	(605) 354-0900	hoistad@icloud.com	6	1	1
Waite, George	401 E 8th ST STE 214 PMB 7156	Sioux Falls	SD	57103	(605) 360-0789	gwaite34@gmail.com	6	1	1
Greenland, Rich	39623 galaxy Rd	Dent	MN	56528	(218) 298-4848	Ragreenland15@gmail.com	2	1	1
Birr, Laurie	614 Graceview Drive	St Joseph	MN	56374	(320) 493-8718	Lauriebirr@gmail.com	1	1	1
Reisner, Deb	4640 Orchid Lane N	Plymouth	MN	55446	(763) 227-3370	reisnerdeb@gmail.com	2	1	1
Galka, Mary	19338 103rd Ave	Corcoran	MN	55374	(763) 245-7789	goodgalka@gmail.com	4	1	1
Zastoupil, Tim	8659 Glacier Lane N	Maple Grove	MN	55369	(612) 940-1863	t.zastoupil@comcast.net	2	1	1
Fencel, Mary Beth	2407 Cedarwood Ridge	Minnetonka	MN	55305	(612) 644-1378	MBFencel@gmail.com	3	1	1
Sullivan, Marie	13871 Euclid Ct	Apple Valley	MN	55124	(507) 340-0690	Sunsetcamper75@gmail.com	2	1	1
Kalmes, Sharon	1073 Hyacinth Ave. E	Saint Paul	MN	55106	(651) 226-6280	Sharon1073@msn.com	1	1	1
Angst, Lisa	1132 Hewitt Blvd	RED WING	MN	55066	(507) 202-1599	davelisaangst@gmail.com	2	1	1
WOODWARD, FREDERICK	28669 Lakelawn Dr	Lindstrom	MN	55045	(651) 247-5374	fwoodward@gmail.com	4	1	1
Stangl, LaVern	15776 W Norway (t Rd	Hayward	WI	54843	(715) 558-6640	caseystangl46@gmail.com	2	1	1
Abels, Marlene	N467 297th St	Eau Galle	WI	54737	(612) 729-3499	Marlenedabels@gmail.com	2	1	1
Sterk, Janet	PO Box 160	Manitowish Waters	WI	54545	(608) 201-0216	Jlsfromwisc@yahoo.com	2	1	1
Albert, Rebecca	PO Box 1354	Wisconsin Rapids	WI	54495	(715) 310-3375	rebecca.albert@yahoo.com	4	1	1
Richmond, Pamela	4364 West Madeline Lane, C6	Sturgeon Bay	WI	54235	(920) 857-6787	prich53@yahoo.com	2	1	1
Burley, Judy	13142 Parkway Rd.	Pound	WI	54161	(920) 373-1272	Burleymmj@hotmail.com	4	1	1
Huebner, William	W2885 Hess Ln	Jefferson	WI	53549	(920) 905-2805	bjhuebner@centurytel.net	2	1	1
Hegge, Crystal	1211 Sweetbriar Lane	Hartland	WI	53029	(262) 352-8619	crystalhegge@me.com	4	1	1
Weiss, Carol	720 Heather Court	Grafton	WI	53024	(262) 388-0720	carolweissart@gmail.com	4	1	1

Event: CALENDAR GIRLS								
	111 W 4TH ST	WAYLAND	IA	52654	(319) 750-3002	beecharmer8657@gmail.com	2	1
FEICHELBERGER, Jo	1921 Glen Cove	Council Bluffs	IA	51503	(402) 658-0475	radfordk502@cox.net	3	1
RADFORD, KATHIE	25696 168th St	Spirit Lake	IA	51360	(712) 541-0062	Gblythe68@gmail.com	2	1
Blythe, Gary	1799 220th Street	New Hampton	IA	50659	(319) 240-6333	patduane50659@yahoo.com	4	1
Lynch, Duane	403 south st.	Fairbank	IA	50629	(319) 210-8417	Mpint56@gmail.com	2	1
Pint, Michael	2238 Lakewood Trail	Fort Dodge	IA	50501	(515) 570-1731	nancy.craig.hamilton@gmail.com	2	1
Hamilton , Nancy	714 Grand Ave	Story City	IA	50248	(515) 291-3821	Bykeal@gmail.com	4	1
Holm, Allen	217 Grant Ave	Crystal Falls	MI	49920	(830) 220-4025	trailertrash150@aol.com	1	1
Jasso, Rebecca	3151 Beech Forest Street	Hudsonville	MI	49426	(616) 291-9274	alandvickis@yahoo.com	4	1
schoitten, allan	3628 WINDWOOD DR NE	ROCKFORD	MI	49341	(616) 240-9103	dbrathbun@gmail.com	2	1
Rathbun, Deborah	2417 West 13 mile rd	Bitely	MI	49309	(517) 930-5170	mcvaugh84@hotmail.com	2	1
McVaugh, Kathryn	10024 Shady Oak Shores Drive	Jerome	MI	49249	(574) 551-9700	kathyfinch52@gmail.com	2	1
Finch, Kathryn	712 Oak St	Kalamazoo	MI	49007	(734) 476-5597	bowlergirl190@yahoo.com	3	1
Keesler, Cynthia	580 w. munger rd.	munger	MI	48747	(989) 450-2549	juhlwalda@gmail.com	3	1
juhl, walda	2705 M18	Beaverton	MI	48612	(989) 240-0988	clatocki@gmail.com	2	1
Latocki, Cindy	PO Box 729	Port Austin	MI	48467	(586) 484-2943	dcham1234@comcast.net	2	1
Chamberlain, Diane	28768 Swan Island Drive	Grosse Ile	MI	48138	(734) 255-3740	Charmcdonn@yahoo.com	2	1
McDonnell, Charlotte		Clinton Township	MI	48038	(586) 362-4798		2	1
Gunkelman, Sharen	65 McIntosh Court	Lafayette	IN	47905	(765) 463-3223	mcline4462@aol.com	8	1
Cline, Molly & Cary	844 E Powell Ave	Evansville	IN	47713	(812) 202-3015	Winsor.sissy@gmail.com	6	1
Winsor-Smith, Gloria		Muncie	IN	47303	(989) 289-1098	nmartin5091@gmail.com	2	1
Martin, Nancy	311 S PROSPECT AVE	HARTVILLE	OH	44632	(330) 495-3751	margotmuller053@gmail.com	2	1
Muller, Margot	4405 Saratoga woods dr	Louisville	KY	40299	(502) 314-2322	Hotchkiss@aol.com	2	1
Hotchkiss, Harry	124 Clifford Court	Canton	GA	30115	(678) 575-5162	Phc392@gmail.com	2	1
Castleberry , Paulette	272 Shandell Ln	Tidioute	PA	16351	(724) 718-6118	arhaseley@gmail.com	6	1
Haseley, Andrea		Dayton	OH	45390	(937) 776-0256	clroth@geagan.com	2	1
Roth, Carol						TOTAL	267	103

Event: Calendar Girls 2024					
HOT Fund Total Tix.com Ticket Sales					
Production Name	Event Date	Sold	Comp	Total Tickets	
Calendar Girls	2/9/2024, 7:00 PM	52	0		
Calendar Girls	2/10/2024, 7:00 PM	26	0		
Calendar Girls	2/11/2024, 3:00 PM	56	2		
Calendar Girls	2/16/2024, 7:00 PM	76	5		
Calendar Girls	2/17/2024, 7:00 PM	97	13		
Calendar Girls	2/18/2024, 3:00 PM	120	0		
Calendar Girls	2/23/2024, 7:00 PM	115	7		
Calendar Girls	2/24/2024, 7:00 PM	109	11		
Calendar Girls	2/25/2024, 3:00 PM	116	5		
		767	43	810	

HOT Fund 2nd QTR Walk-Up Tickets Demographics (+75 miles)

Event: Calendar Girls

Source	City	State	Zip	# Tix	# People
Questionnaire	Innisfail	AB	T4G1RC	1	1
Questionnaire	Calgary	AB	T2K4N4	2	1
Questionnaire	Bancroft	ON	K0L3Z0	2	1
Questionnaire	Shaw Island	WA	98286	1	1
Questionnaire	Culver	OR	97734	1	1
Questionnaire	Hillside	CO	81232	1	1
Questionnaire	Alamosa	CO	81101	1	1
Questionnaire	Round Rock	TX	78665	1	1
Questionnaire	Dale	TX	78616	1	1
Questionnaire	McAllen	TX	78503	1	1
Questionnaire	Encino	TX	78353	1	1
Questionnaire	San Antonio	TX	78248	1	1
Questionnaire	San Antonio	TX	78209	2	1
Questionnaire	Midfield	TX	77458	1	1
Questionnaire	San Angelo	TX	76909	2	1
Questionnaire	Texarkana	TX	75503	1	1
Questionnaire	Yukon	OK	73099	1	1
Questionnaire	Edmond	OK	73025	1	1
Questionnaire	Emerson	NE	68733	1	1
Questionnaire	Brewster	KS	67732	2	1
Questionnaire	East Peoria	IL	61611	1	1
Questionnaire	Galva	IL	61434	1	1
Questionnaire	Box Elder	SD	57719	3	1
Questionnaire	Yankton	SD	57078	1	1
Questionnaire	Waseca	MN	56093	1	1
Questionnaire	Minneapolis	MN	55446	2	1
Questionnaire	Mound	MN	55364	2	1
Questionnaire	Loretto	MN	55357	1	1
Questionnaire	Tomah	WI	54660	1	1
Questionnaire	Manitowish Waters	MN	54545	1	1
Questionnaire	Cambridge	WI	53523	2	1
Questionnaire	Franksville	WI	53126	1	1
Questionnaire	Menomonee	WI	53051	1	1
Questionnaire	Shenandoah	IA	51601	2	1
Questionnaire	Estherville	IA	51334	1	1
Questionnaire	Crystal Falls	MI	49920	1	1
Questionnaire	Bark River	MI	49807	1	1
Questionnaire	Gaylord	MI	49735	1	1
Questionnaire	Bear Lake	MI	49614	1	1
Questionnaire	Holland	MI	49424	1	1
Questionnaire	Oak Ridge	TN	37830	2	1
Questionnaire	Alexandria	VA	22307	2	1
Questionnaire	Edmonton	AB	14111	1	1
				56	43

2/24/2024	2 x Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x PACT Group Walkup Payment (Regular) - PACT Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x PACT Group Walkup Payment (Regular) - PACT Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x PACT Group Walkup Payment (Regular) - PACT Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	2 x Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	2	1
2/24/2024	Calendar Girls (February 24, 2024) - Calendar Girls Walkup Tickets	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	PACT Group Walkup Payment (Regular) - PACT Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/24/2024	Pickleball Group Walkup Payment (Regular) - Pickleball Group Walkup Tickets CalGirls 2/24/24	1	1
2/25/2024	5 x Calendar Girls (February 25, 2024) - Calendar Girls Walkup Tickets	5	1
2/25/2024	Calendar Girls (February 25, 2024) - Calendar Girls Walkup Tickets	1	1
2/25/2024	Calendar Girls (February 25, 2024) - Calendar Girls Walkup Tickets	1	1
2/25/2024	Calendar Girls (February 25, 2024) - Calendar Girls Walkup Tickets	1	1
	Total	118	72

CITY COUNCIL AGENDA
Regular Meeting: May 14, 2024

AGENDA ITEM: 10

Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Rockport Cultural Arts District and approve the payment of Thirty-Two Thousand Four Hundred and Seventy-Five Dollars (\$32,475)

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

Rockport Cultural Arts District was awarded One Hundred Twenty-Nine Thousand Nine Hundred Dollars (\$129,900.00) as part of the 2023-2024 Hotel Occupancy Tax. They have submitted their required documentation for the 2nd quarter (January – March 2024) and they are requesting payment.

FISCAL ANALYSIS: No significant budget impact is anticipated.

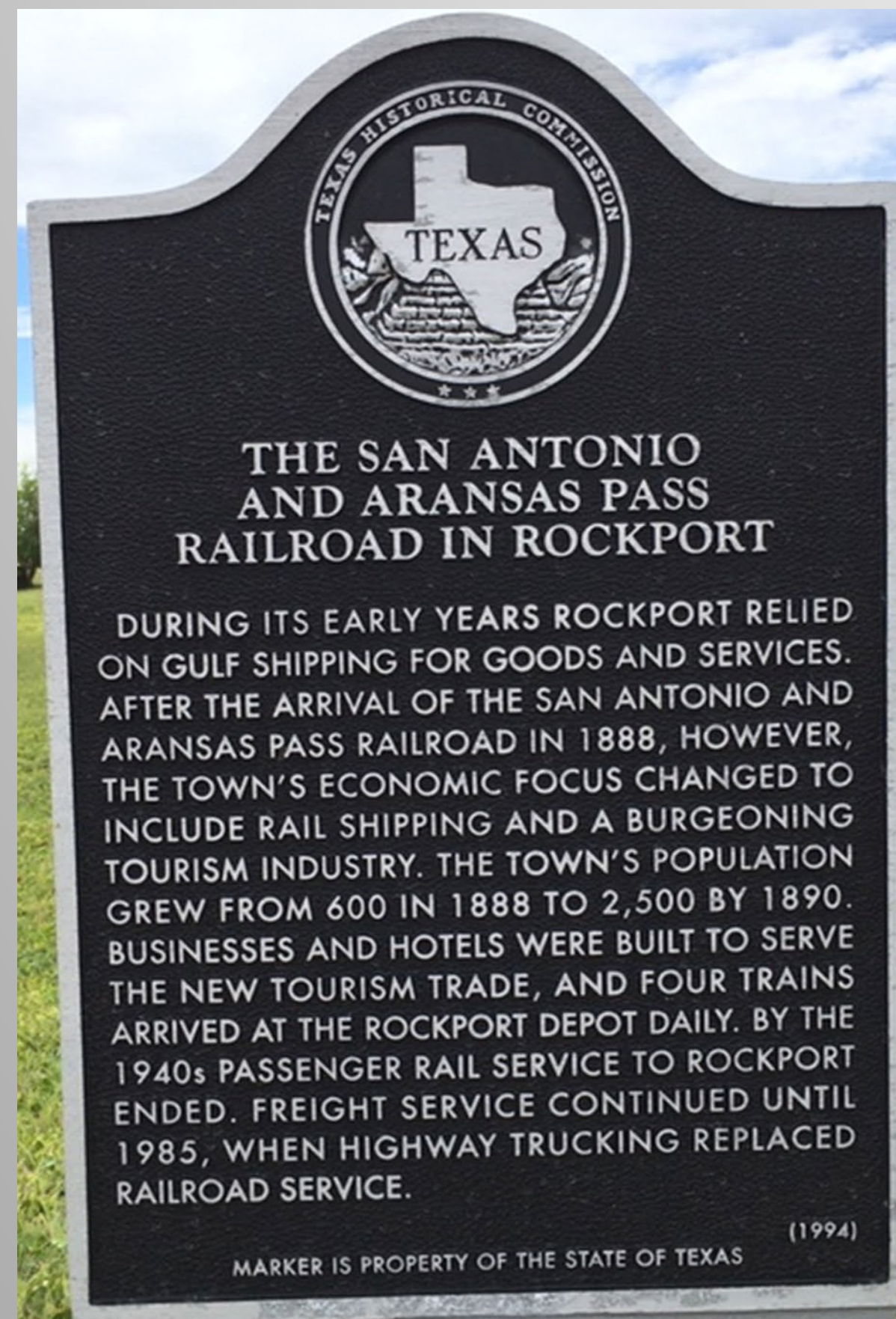
RECOMMENDATION: Staff recommends Rockport Cultural Arts District receive their 2nd quarter payment.



ROCKPORT CULTURAL
ARTS DISTRICT

City of Rockport HOT Report January – March 2024

Rockport SAAP Railroad Depot Museum



Museum Zip Code Collection

1/1/24 – 3/31/24

Outside 75 Miles 71%

Colorado, Florida, Michigan, New Jersey, North Carolina, Ohio,
Oklahoma, Texas (Austin, DFW, Houston, San Antonio)

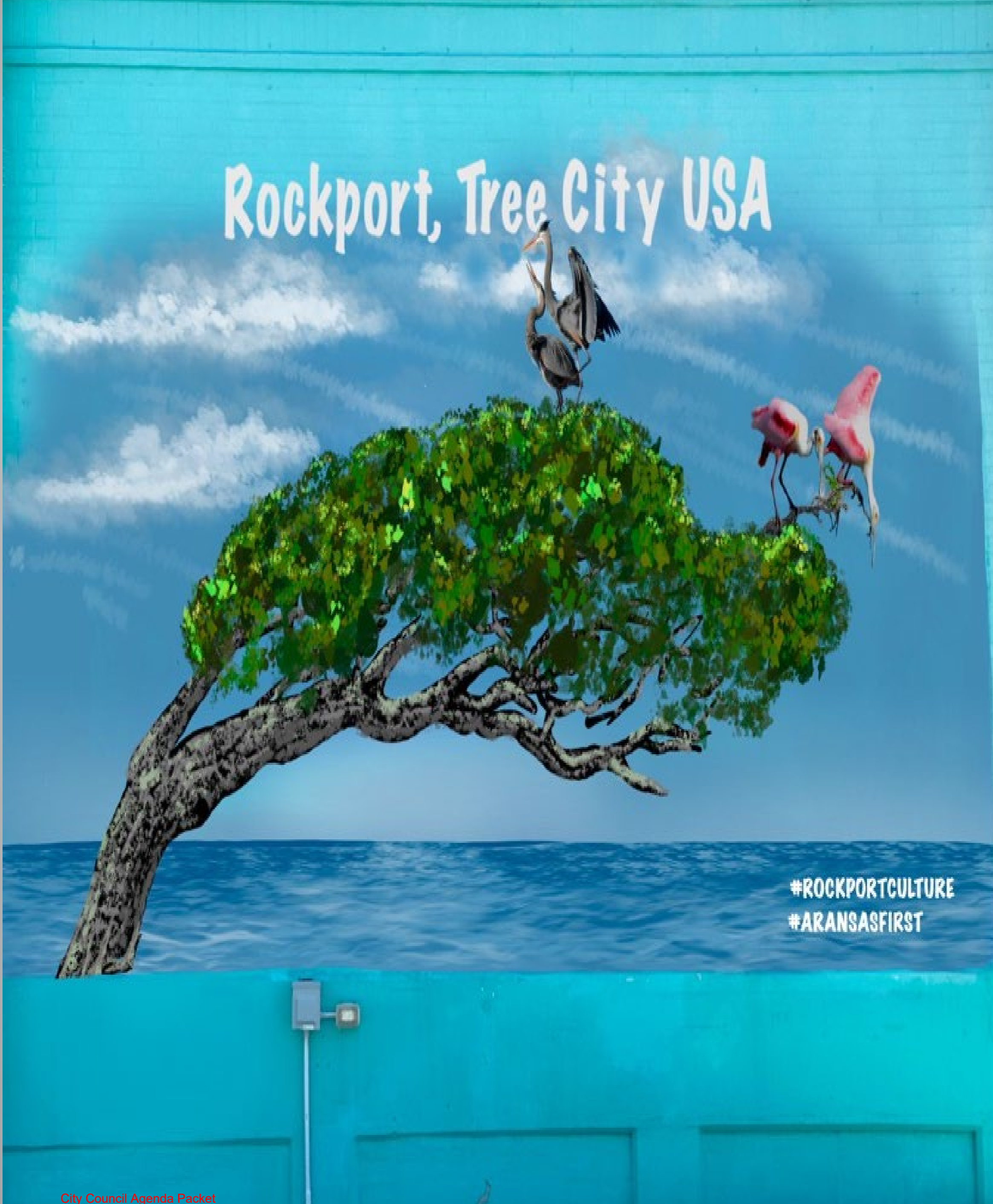
Within 75 Miles 29%

120 Room Nights



- Train Rides Offered in the District
- Additional Railroad Artifacts Collected
- Working with GLO/Clean Coast Texas to add Cistern and Irrigation to Depot property





Rockport, Tree City USA

#ROCKPORTCULTURE
#ARANSASFIRST

Adding Attractions & Existing Attractions

- New High Attraction Events and Assets
 - “Cultural Interface” Sculpture at Little Bay
 - Texas Inaugural Smithsonian Exhibit Prep
 - Inaugural Mural Fest Prep
- Five colorful “selfie” inviting Murals and Photo Board
- Second Saturdays
- Railroad Museum Exhibits
- Passport to the Past Program
- National/State Designated Historic Assets

SECOND SATURDAY



presented by
Rockport Center for the Arts



Second Saturdays January – December

- Themed Monthly Events
- Live Music / Artists
- District Merchant Engagement
 - Special Sale Events and Contests
- Marketing/Social Media/Videography
- Passenger Train Rides

Rockport has many decorative
and abstract sculptures,
however,
“Cultural Interface”
is a timeless homage to our
cultural heritage,
preserving our history.



“Cultural Interface” Sculptures by Legendary Artist Steve Russell unveiled December 7, 2023

Tribute and Celebration of the Multi-Cultural Heritage of Aransas County



“Cultural Interface” Sculptures

1Q2024 Granite Markers and Lights Added

Certified Wildlife Habitat Planted with Period Landscape, Official Certification Pending



Smithsonian's' Museum on Main Street

- Rockport Awarded Texas Inaugural Smithsonian Exhibit
- Partnership Rockport Cultural Arts District, Rockport-Fulton Chamber of Commerce, Aransas County Historic Society, Aransas County Historical Commission, History Center for Aransas County
- New County Community Center Building Location
- Six Week Exhibit Targeted to Host Thousands Daily
- Seven Texas Cities Selected including Rockport:
 - Bandera
 - Buffalo Gap
 - San Augustine
 - Brenham
 - Clifton
 - San Elizario



**TEXAS
HISTORICAL
COMMISSION** 
REAL PLACES TELLING REAL STORIES



Aransas County Community Center Building Tour



Rockport Exhibit Partners

**Smithsonian Exhibit
Museum on Main Street
January 25 – March 9, 2025**



~ Arts Advocacy ~

Cultural Districts Allocated \$20M for 2024-2026 Legislative Session

**Awarded
\$37,900**



RCAD submitted \$63K CAD Grant Request for City of Rockport New District Main Street Park

**Awarded
\$48,000**



Rockport Center for the Arts granted \$100K+, additional \$80K CAD 2024 Art Festival Grant Submitted

Rockport Little Theatre accessed to submit future CAD Grant Requests



CAD 44 Block Area on the Rockport Bayfront Includes:

- Rockport San Antonio Aransas Pass Railroad Depot Museum
- State of Texas Maritime Museum
- Bay Education Center –UT Austin Marine Science Institute
- District – Galleries, Studios, Merchants, Restaurants, Winery and Brewery, Farmers and Makers Markets
- ACND Festival Grounds – two locations
- Rockport Beach Park, Harbor, Public Piers, Kayak Launch
- 22 Historical Markers / Other Significant Historical Assets
- Rockport-Fulton Chamber of Commerce
- Rockport Yacht Club and Aquarium Education Building
- Veterans Memorial Park
- Rockport Little Theatre
- Rockport Center for the Arts & Conference Center
- Rockport Aquarium (future)
- Aransas County Court House, Celebration Square and Community Building (future)
- City of Rockport City Hall (future)
- ACND Development Property (future)
- Bass Family Development (future)





Model Using Number of HOTEL Rooms as Base – 1Q 2024

Base = Rockport – Fulton Number of Hotel Rooms 1Q 2024

Hotel Room Usage Model created by Prost Marketing, Inc. for the Rockport-Fulton Chamber of Commerce to capture organic marketing results (social media, posts/boosts, public art, events, programs) from tourist visits reflecting impact. Approved by Scott Joslove, Texas Hotel and Lodging Association.

Modeling Used to Capture
“Heads in Beds” Statistics

~ Arts Advocacy ~

Host Newest State Designated
Cultural District in Rockport

Granbury Arts and Tourism
Council



Main Street Park Addition to the Cultural District

- Secured State Grant for \$37,900 to support the new park located within the Cultural District, which provides:

Public Bathrooms
Inviting Green Space
Shade and Seating Amenities
Art Display Area
Informational Visitor Kiosk

- Presented request for City Council to approve new location on Main Street, bordered by Magnolia and Live Oak Streets
- Working with Engineering Team on Design, driving next steps to ensure alignment with State Grant completion requirements of August 31, 2024.

Main Street Park

- Investment in Cultural District, City of Rockport and Surrounding Areas
- Attracts Visitors, Promotes Revenue
- Encourages Business and Job Development
- Enhances Our Tourism Destination
- Enhances Cultural District Value
- Addresses Specific Needs of the District
- Fosters Local Cultural Development

Gmail alyss

Hotel Occupancy

Jennifer Day <jdayro@rockporttx.gov>
to Alyssa ▾

Hello Alyssa,

I'm just back from a long trip to Rockport.

Thank you for forwarding the information to me.

Appreciate it!

Jennifer

Base = Rockport - Fulton # of Hotel Rooms	1Q 2024
1. Number of Hotel Rooms in Rockport - Fulton (Source: Texas Comptroller)	2152
2. Number of Nights in 1Q 2024 (Jan - March)	91
3. Available Room Nights to Sell in Rockport - Fulton (1 * 2)	195,832
4. Rockport - Fulton Hotel Occupancy (Estimated by Source Strategies)	54.70%
5. Rockport - Fulton Rooms Nights Sold (3 * 4)	107,120
6. Number of Visitors in Each Room (Size of Party Assumption)	1.8
7. Number of Rockport - Fulton Hotel-based Visitors (5 * 6)	192,816
8. Average Number of Nights Spent in Rockport - Fulton (Assumption)	3.2
9. Number of "Heads in Beds" Rockport - Fulton (7 * 8)	617,012

Marketing



Facebook Page

- 4.3 K Likes
- 5.2 K Followers

Railroad Depot Facebook Page

- 1.3 K Likes
- 1.4 K Followers

RCAD/Area Marketing

- Professional Commercial
- Commercial Featured at AC Airport
- Second Commercial nearing completion
- Rockport Channel Initiative

Social Media Campaign

- Events and Area Promotions
- District Businesses and Organizations
- Culinary Arts and Local Culture
- Post Boosts Outside 75 Miles



Quarterly District Merchant Meeting / Information Exchange March 18, 2024

EXHIBIT "B"

2023-2024

HOT FUNDING EXPENSE REPORT FY 2022-2023							
Description of Expense	Approved Budget	1 st Quarter Expenses	2 nd Quarter Expenses	3 rd Quarter Expenses	4 th Quarter Expenses	TOTAL	* Number of Heads in Beds
Promotion of the Arts	47,400	12,800	1,165			13,965	
Historical Restoration/Preservation	34,500	8,347	5,126			13,473	
Administration/Staffing	48,000	11,328	26,184			37,512	
TOTAL REQUESTED	129,900	32,475	32,475			64,950	308,506 **

*Must attach supporting documentation.

**Based on HOT Modeling Statistics

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Wages, office, dues, insurance, utilities	99,214	21,875	22.05%
TOTALS	99,214	21,875	22.05%

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 11

Deliberate and act on the first reading of an Ordinance 1934 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R2 (2nd Single Family Dwelling District) for property located at 424 Eloise; also known as Lot 14, Civileto Subdivision; to R5 (2nd Multi Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

VRS

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

BACKGROUND: Property owner, James Nelson, wishes to rezone the property located at 424 Eloise to R5 (2nd Multi Family Dwelling District) in order to bring the property into compliance with the current use. There are two separate residential dwellings on the property and have been there for many years prior to annexation. Property meets the requirements of the R5 (2nd Multi Family District) shown in Table 20 in Chapter 118, Section 20.3 of the Rockport Code of Ordinances.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, April 20, 2024 edition and mailed out to nineteen (19) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

Please see the accompanying zoning change request application and Section 118-12 of the Code of Ordinances for detail information.

RECOMMENDATION: Planning & Zoning Commission, by a vote of 4 to 1, recommends approval of the request and approval of the first reading of an Ordinance granting the request to rezone the property located at 424 Eloise; also known as Lot 14, Civileto Subdivision to R5 (2nd Multi Family Dwelling District), currently zoned R2 (2nd Single Family Dwelling District); 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.



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

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

A. REQUESTING: Rezoning ☒ Conditional Permit ☐

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

B. ADDRESS AND LOCATION OF PROPERTY 424 Eloise Dr.

C. CURRENT ZONING OF PROPERTY: R2

D. PRESENT USE OF PROPERTY: Two houses

E. ZONING DISTRICT REQUESTED: R5

F. CONDITIONAL USE REQUESTED: _____

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

• Lot or Tract 14 Civilleto Block _____

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

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

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): • 2066 of an acre

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

Property currently has 2 full houses on it. ~~asking for zone change to bring into compliance with current city zoning~~

K. OWNER'S NAME: (Please print) James D Nelson
ADDRESS: 4212 Hwy 35, S
CITY, STATE, ZIP CODE: Rockport TX 78382
PHONE NO 361-463-8981

L. REPRESENTATIVE: (If Other Than Owner) Traei Poteet
ADDRESS: 3215 Henderson St
CITY, STATE, ZIP CODE: Rockport TX 78382
PHONE NO 361-557-4325

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

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: Traei Poteet

(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

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



424 Eloise

James D Nelson, Owner

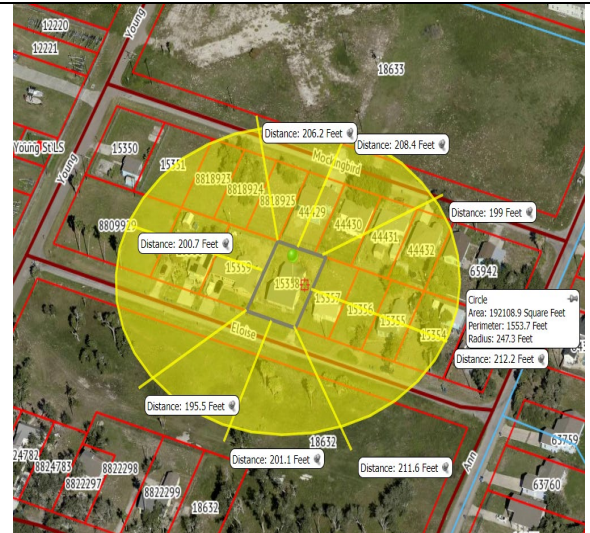
P&Z – Monday, May 6, 2024
CC – Tuesday, May 14, 2024

P&Z – Monday, May 6, 2024

1st Reading - Tuesday, May 14, 2024
2nd Reading – Tuesday, May 28, 2024,

Property owner, James Nelson, wishes to rezone the property located at 424 Eloise to R5 (2nd Multi Family Dwelling District) in order to bring the property into compliance with the current use. There are two separate residential dwellings on the property and have been there for many years prior to annexation. Property meets the requirements of the R5 (2nd Multi Family District) shown in Table 20 in Chapter 118, Section 20.3 of the Rockport Code of Ordinances.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, April 20, 2024 edition and mailed out to nineteen (19) 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
R2 – 2nd Single Family Dwelling District	Two (2) existing residential dwellings	N – R2 (2 nd Single Family Dwelling District) and R5 (2 nd Multi Family Dwelling District) S – R2 (2 nd Single Family Dwelling District) E – R2 (2 nd Single Family Dwelling District) W – R2 (2 nd Single Family Dwelling District) and B-1 (General Business District)	Currently working on repair/maintenance of the existing structures	.2066 acres 9,000 sq ft Lot Size: 75 X 120

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE

The Current Future Land Use Map suggests Residential Use

PROPERTY HISTORY

Property has had two (2) separate residential dwellings for many years

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

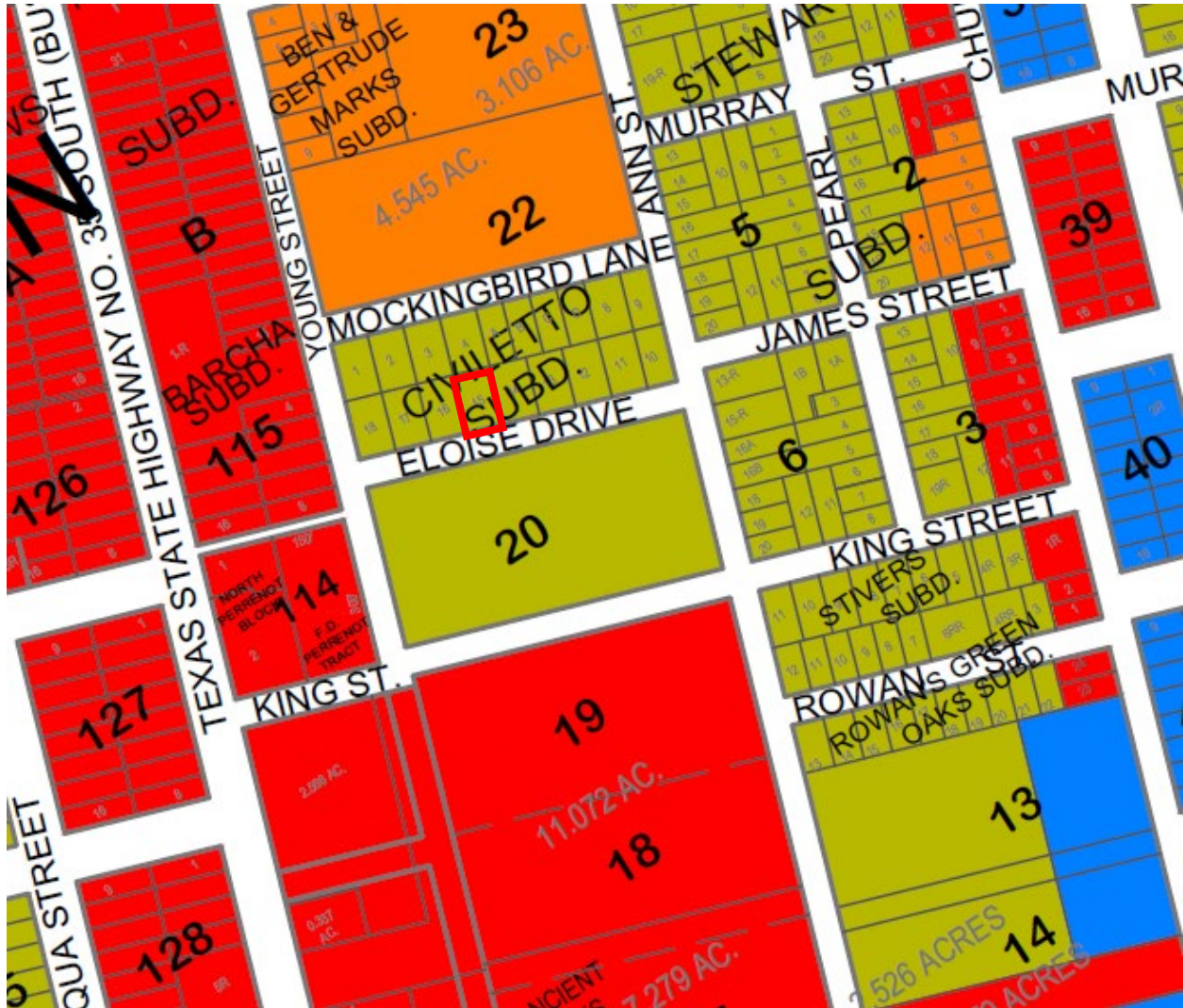
AGENCY COMMENTS

RESPONSE TO STANDARDS

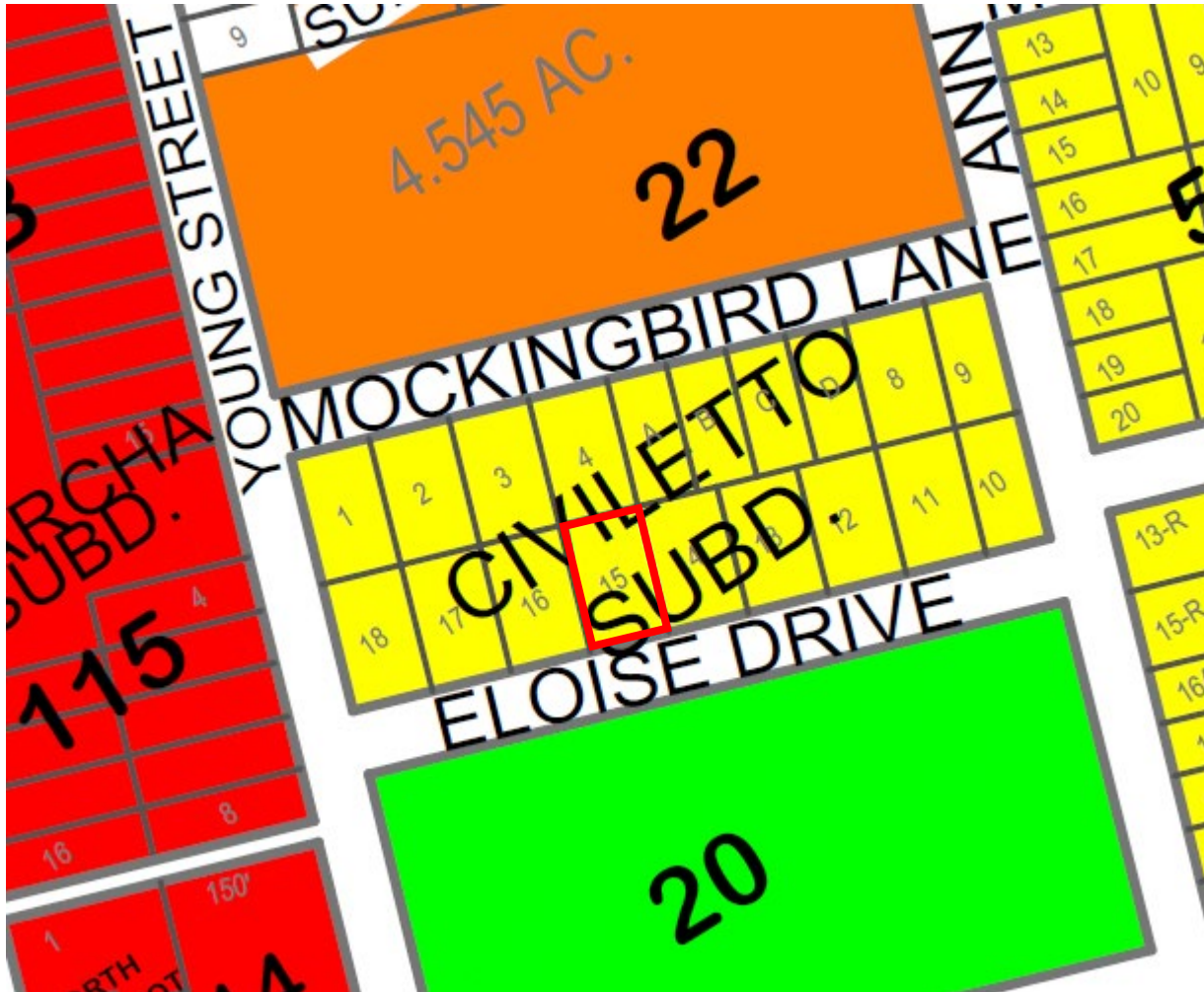
OTHER (DESCRIBE)

Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
18632	Kyle Alston	520 E. King St.	403 Traylor Blvd.	Rockport	TX	78382
8809929	Bonette Bouth and Matthew Reyner	410 Eloise Dr.	2503 E. Riviera Dr.	Cedar Park	TX	78613
15360	Adrian and Pablo Jr.	414 Eloise Dr.	414 Eloise Dr.	Rockport	TX	78382
15359	George L and Marsha Herzog	420 Eloise Dr.	420 Eloise Dr.	Rockport	TX	78382
15358	James D Nelson	424 Eloise Dr.	4212 Hwy. 35 S	Rockport	TX	78382
15357	Bonette Bouth	426 Eloise Dr.	2503 E. Riviera Dr.	Cedar Park	TX	78613
15356	Mary L Arguijo	428 Eloise Dr.	914 E Mile 3 Rd.	Palmhurst	TX	78574
15355	Ralph Aleman	430 Eloise Dr.	430 Eloise Dr.	Rockport	TX	78382
15354	Michael A Harber	432 Eloise Dr.	7220 Crow Rd.	San Antonio	TX	78263
15351	Alan Martinez	509 Mockingbird Ln.	1609A W Moore Ave.	Aransas Pass	TX	78336
8818923	Alan Martinez	511 Mockingbird Ln.	1609A W Moore Ave.	Aransas Pass	TX	78336
8818924	Alan Martinez	513 Mockingbird Ln.	1609A W Moore Ave.	Aransas Pass	TX	78336
8818925	Alan Martinez	515 Mockingbird Ln.	1609A W Moore Ave.	Aransas Pass	TX	78336
44429	Rene Kinney	517 Mockingbird Ln.	44684 Sunrise Ave.	Soldotna	AK	99669
44430	Robert G and Andrea N Buck	519 Mockingbird Ln.	111 Spring Rd.	Williamsburg	VA	23185
44431	Porfirio M and Phyllis A Galvan	521 Mockingbird Ln.	521 Mockingbird Ln.	Rockport	TX	78382
44432	Erica Sorenson	523 Mockingbird Ln.	1331 S. Church St.	Rockport	TX	78382
65942	Joe A and Yvonne De La Rosa	525 Mockingbird Ln.	7812 Finch Trail	Austin	TX	78745
18633	Rockport Associates I LLC	1004 Young St.	111 S. Pfingsten Rd. Ste 105	Deerfield	IL	60015
	Ruth Davis	Planning and Zoning Commission	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commission	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commission	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commission	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commission	102 St Andrews St	Rockport	Tx	78382
	Rocky Gudim	Planning and Zoning Commission	1016 S Magnolia	Rockport	Tx	78382
	Josh Dowling	Planning and Zoning Commission	102 N Santa Clara Dr	Rockport	Tx	78382

ZONING MAP



FUTURE LAND USE MAP





PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, May 6, 2024, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, May 14, 2024, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request to rezone the property located at 424 Eloise; also known as Lot 14, Civileto Subdivision to R5 (2nd Multi Family Dwelling District), currently zoned R2 (2nd Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of May 6, 2024, and the City Council Agenda of May 14, 2024, and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>, or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council meeting. The comments will be read and summarized in the minutes of the meeting.

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

POSTED the 16th day of April 2024 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Saturday, April 20, 2024, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich
Carey Dietrich, Asst. Director Building & Development

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



424 Eloise

James D Nelson, Owner

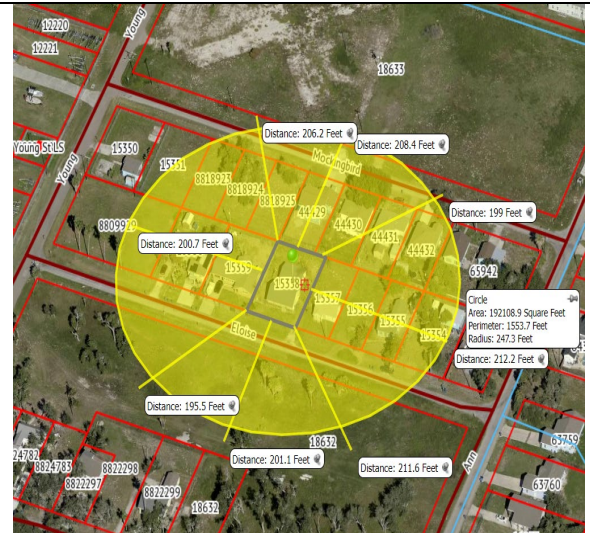
P&Z – Monday, May 6, 2024
CC – Tuesday, May 14, 2024

P&Z – Monday, May 6, 2024

1st Reading - Tuesday, May 14, 2024
2nd Reading – Tuesday, May 28, 2024,

Property owner, James Nelson, wishes to rezone the property located at 424 Eloise to R5 (2nd Multi Family Dwelling District) in order to bring the property into compliance with the current use. There are two separate residential dwellings on the property and have been there for many years prior to annexation. Property meets the requirements of the R5 (2nd Multi Family District) shown in Table 20 in Chapter 118, Section 20.3 of the Rockport Code of Ordinances.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, April 20, 2024 edition and mailed out to nineteen (19) 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
R2 – 2nd Single Family Dwelling District	Two (2) existing residential dwellings	N – R2 (2 nd Single Family Dwelling District) and R5 (2 nd Multi Family Dwelling District) S – R2 (2 nd Single Family Dwelling District) E – R2 (2 nd Single Family Dwelling District) W – R2 (2 nd Single Family Dwelling District) and B-1 (General Business District)	Currently working on repair/maintenance of the existing structures	.2066 acres 9,000 sq ft Lot Size: 75 X 120

STAFF RECOMMENDATION

APPROVE WITH CONDITIONS

DENY

The Current Future Land Use Map suggests Residential Use

Property has had two (2) separate residential dwellings for many years

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)

ORDINANCE NO. 1934

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM R2 (2ND SINGLE FAMILY DWELLING DISTRICT) FOR PROPERTY LOCATED AT 424 ELOISE; ALSO KNOWN AS LOT 14, CIVILETTO SUBDIVISION; TO R5 (2ND MULTI FAMILY DWELLING DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, On April 16, 2024, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on April 19, 2024, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on April 20, 2024, 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 May 6, 2024, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on May 6, 2024, the Planning & Zoning Commission did meet and said Commission voted to recommend to the City Council to Approve this request to re-zone property, located at 424 Eloise, to R5 (2nd Multi Family Dwelling District) from R2 (2nd Single Family Dwelling District) bring the property into compliance with the current use; and

WHEREAS, on May 14, 2024, 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 – AMENDMENT

That, pursuant to Article 4 of the City of Rockport Zoning Ordinance Number 1027, the current zoning of land located at 424 Eloise, City of Rockport, Aransas County, Texas; be changed from R2 (2nd Single Family Dwelling District) to R5 (2nd Multi Family Dwelling District).

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 14th day of May, 2024.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this _____ day of _____ 2024.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: May 14, 2024

AGENDA ITEM: 12

Deliberate and act on approval of amending the City of Rockport Code of Ordinance, Chapter 98 “Traffic and Vehicles”, Section 98-134(b); requiring a business address; and section 98-134(d); removing the restriction per resident requiring for an authorized inspection facility.

SUBMITTED BY: Captain Nathan Anderson

APPROVED FOR AGENDA: VRS

BACKGROUND: The City of Rockport Code of Ordinance Chapter 98 addresses the inspection, registration, and registering of golf carts, UTVs, OHVs, and other NEVs.. It is in the best interest to not limit the authorized inspection facilities by number of residents, rather provide a better service to the community by allowing multiple locations throughout the community. This will provide more convenience to the citizens and provide better community relations.

FISCAL ANALYSIS: No significant budget impact is anticipated.

RECOMMENDATION: Staff recommends Council amend the ordinance listed above to amend Sec. 98-134 Authorized Inspection Facility and Entity Requirements.

ORDINANCE NO. 1933

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS AMENDING CHAPTER 98 TRAFFIC AND VEHICLES ARTICLE VI GOLF CARTS AND OFF-HIGHWAY VEHICLES SECTION 98- 134 AUTHORIZED INSPECTION FACILITY AND ENTITY REQUIREMENTS; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE

WHEREAS, the Texas Transportation Code authorizes the governing body of the municipality to regulate and control the operation of golf carts and off-highway vehicles within the city's legal boundaries and on its public streets to ensure the public safety of the community; and

WHEREAS, the City Council adopted the original Ordinance in 2011 that created Article VI, to regulate the operation of golf carts, NEVs, all-terrain vehicles (ATVs), and recreational off-highway vehicles (ROVs) on public streets; and

WHEREAS, the City Council amended the Ordinance in 2022 and 2023 amend the wording of its ordinance to enforce a prohibition of golf carts and off-highway vehicles on public streets; and

WHEREAS, the Police Department recommends amendments to Article VI and Section 98-134 changes in the interests of public safety.

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

Section 1. Findings. The finding and recitations set out in the preamble of this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2: Chapter 98, Article VI, Section 98-134 of the Rockport Code of Ordinances shall be amended to hereinafter read as follows, with deleted language indicated with red strikethrough font:

ARTICLE VI. GOLF CARTS AND OFF-HIGHWAY VEHICLES

Sec. 98-134. Authorized Inspection Facility and Entity Requirements.

(a) Application to become an authorized inspection facility or entity must be made to the Chief of Police on a form prescribed by the city's police department and must include:

- (1) Owner or operator name and date of birth;

- (2) Business ~~or residential~~ address (no PO Box);
- (3) Company manager name and date of birth;
- (4) Company name and address;
- (5) Company email and phone number;
- (6) Hours of operation; and
- (7) Acknowledgement of, and agreement to abide by, this article.

(b) Inspections must be performed at a minimum of three days per calendar week and must include weekdays and at least one weekend day.

(c) The Chief of Police shall conduct a background check of applicants, to include owners, operators, and managers, as appropriate, and will approve qualified applicants as authorized inspection facilities or entities.

(d) ~~No more than one authorized inspection facility or entity per 2500 permanent Rockport residents will be approved at any one time.~~ Businesses authorized to apply must be automotive maintenance facilities, golf cart sales, or golf cart maintenance facilities located in Aransas County.

(e) Upon approval, the Police Department will issue permit stickers to authorized inspection facilities and entities, who are accountable for all issued permit stickers. Authorized inspection facilities and entities need not reapply for approval when requesting additional permit stickers but shall complete a new application form when owners, operators, or managers change. They will update contact information with the Police Department as necessary.

(f) Each authorized inspection facility and entity shall submit payment to the city's Finance Department for 50 percent of the fee collected for inspections and permit stickers issued on a monthly basis.

(g) Each authorized inspection facility and entity shall submit a monthly report to the Chief of Police on the prescribed form indicating at a minimum the number of inspections performed, the number of passed and failed inspections, the number of permits issued, and the following information pertaining to permitted vehicles:

- (1) Make;
- (2) Model or body style;
- (3) Primary and any secondary color;
- (4) Vehicle Identification Number or other serial number if no VIN;

(5) State license plate numbers; and

(6) Appropriate contact information for owner/operator including a local address if available.

(h) Authorized inspection facilities and entities are subject to inspection during hours of operation by the Chief of Police or his designee to ensure compliance with this article and as provided by other ordinances. Failure to adhere to any part of this article may be grounds for approval revocation as an authorized inspection facility or entity.

(i) Any mutilated permit stickers shall be returned to the Police Department. Authorized inspection facilities and entities which stop performing inspections shall return all unused permit stickers to the Police Department.

Section 3. Savings Clause.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

PASSED AND APPROVED: First reading this day of , 2024

APPROVED and PASSED: Second reading this day of , 2024.

CITY OF ROCKPORT:

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Art Rodriguez, Jr., City Attorney

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 13

Consider the approval of Resolution 2024-08R authorizing intervention in AEP Texas Inc.'s application to amend its Rider Mobile Temporary Emergency Electric Energy Facilities before the Commission; approving cooperation with the cities served by American Electric Power's (AEP) Texas; hiring Lloyd Gosselink Attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' Rate Case Expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel (rider would result in a wires charge of about \$1.41 to customers using 1,000 kilowatt-hours, an increase of \$.45 over existing rates)

An excerpt of an email from Thomas Brocato follows:

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

The law firm of Lloyd Gosselink performs regulatory work on behalf of municipalities who have formed a coalition to cost effectively review and respond to electric issues affecting rates charged by AEP. This engagement is to review the AEP TEEEF Rider rate.

Cities Served by AEP Texas:

Last week AEP Texas, Inc. filed an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF Rider). Under the law, a utility may lease and operate facilities that provide temporary electric energy to aid in restoring power to the utility's distribution customers during a significant power outage. A utility may recover the reasonable and necessary costs of leasing and operating these facilities through a rider, the TEEEF Rider. AEP has a TEEEF Rider in place and is now requesting to amend its Rider. Specifically, AEP is requesting a total revenue requirement of \$32,763,837. AEP's current revenue requirement under the TEEEF Rider is \$22,105,946. If this request is approved, this will result in a monthly wires charge billed to retail energy providers for residential customers using 1,000 kilowatt-hours of electricity to be approximately \$1.41, an increase of \$0.45 over the existing rates. The proposed effective date for rates under the TEEEF Rider is September 1, 2024. This is a different matter than the pending rate case.

Cities have the ability to intervene, evaluate AEP's Application, and work with AEP to reach a settlement for a reduced revenue requirement. The City of McAllen has authorized us to intervene and begin reviewing the request. Legally, no action is required. However, please let us know if we are authorized to add your city to the coalition. This case is a reimbursable matter, so your city will not incur any charges for participating in the proceeding.

If you have any questions, feel free to contact us. Thomas, Jamie & Sam

FISCAL ANALYSIS:

Per above notice, from Thomas Brocato of Lloyd Gosselink, there will be no direct charge to the City of Rockport.

RECOMMENDED ACTION:

Staff recommends approval of the attached resolution with the next step being to mail a copy to Thomas Brocato with Lloyd Gosselink.

RESOLUTION NO. 2024-08R

**RESOLUTION OF THE CITY OF ROCKPORT, TEXAS
AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S
APPLICATION TO AMEND ITS RIDER MOBILE
TEMPORARY EMERGENCY ELECTRIC ENERGY
FACILITIES BEFORE THE COMMISSION; APPROVING
COOPERATION WITH THE CITIES SERVED BY AEP
TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND
CONSULTING SERVICES TO NEGOTIATE WITH THE
COMPANY AND DIRECT ANY NECESSARY LITIGATION
AND APPEALS; REQUIRING REIMBURSEMENT OF
CITIES' RATE CASE EXPENSES; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO THE
COMPANY AND LEGAL COUNSEL**

WHEREAS, on or about April 4, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 36.001 and 39.918 filed with the Public Utility Commission of Texas an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities to change the revenue requirement related to its Rider Mobile TEEF Facilities, effective September 1, 2024; and

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

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 2. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed revenue requirement is appropriate, fair, just, and reasonable; and intervene as a necessary party in the Public Utility Commission of Texas' consideration of

AEP Texas' Application in Docket No. 56456 as it affects the customers in AEP Texas' service territory.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 14 day of May, 2024.

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Art Rodriguez, Jr., City Attorney

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 14

Discussion, consideration, and action regarding proposed Resolution to appoint the Planning and Zoning Commission Members and one resident of the ETJ to serve as the Capitol Improvements Advisory Committee for the update of the capital improvements plans and impact fees for water and wastewater facilities pursuant to the procedures in Tex. Loc. Govt Code Ch. 395, as amended

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

BACKGROUND:

As per Texas Local Government Code, Chapter 395 the City must appoint an Advisory Committee to oversee the update of the capital improvements plans and impact fees for water and wastewater facilities. It is standard procedure to appoint the P&Z Commission Members to serve as this committee and allowed per Tex. Loc. Govt Code Ch. 395. Due to the fact the City also has utilities in the ETJ it is recommended to include a citizen from the ETJ to serve on the committee as well.

Staff recommends Ms. Patty Impens as Ms. Impens has served on the P&Z Committee prior to moving outside city limits but in the ETJ and is familiar with the process. Ms. Impens has agreed to serve.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of the proposed Resolution to appoint the Planning and Zoning Commission Members and one resident of the ETJ to serve as the Capitol Improvements Advisory Committee for the update of the capital improvements plans and impact fees for water and wastewater facilities pursuant to the procedures in Tex. Loc. Govt Code Ch. 395, as amended.

RESOLUTION NO. 2024-09R

A RESOLUTION OF THE CITY OF ROCKPORT APPOINTING THE PLANNING AND ZONING COMMISSION AND ONE RESIDENT OF THE ETJ AS THE ADVISORY COMMITTEE; AUTHORIZING THE CITY OF ROCKPORT CITY MANAGER, CITY OF ROCKPORT ENGINEER AND THE CITY OF ROCKPORT ATTORNEY TO UNDERTAKE UPDATES TO THE IMPACT FEE PROGRAM FOR WATER AND WASTEWATER FACILITIES; AND DECLARING AN EFFECTIVE DATE.

Whereas, the City of Rockport presently imposes impact fees for water and wastewater facilities pursuant to its authority under Tex. Loc. Govt Code Ch. 395 and pursuant to Article 11.1100 of the City of Rockport Code of Ordinances; and

Whereas, the City of Rockport Council intends to update its capital improvements plans and impact fees for water and wastewater facilities pursuant to the procedures in Tex. Loc. Govt Code Ch. 395, as amended; and

Whereas, the City of Rockport Planning and Zoning Commission and a resident of the ETJ under Ch. 395 may serve as the capital improvements advisory committee; and

Whereas, at least one member of the Commission is a member of the development or real estate communities; and

Whereas, the City of Rockport Council desires to expedite its update of the water and wastewater impact fees; and

Whereas, the City of Rockport Council has determined that the use of impact fees facilitates development in accordance with the City of Rockport's adopted Comprehensive Plan and promotes the health, safety, and general welfare of the City of Rockport and its citizens;

Now, therefore, BE IT RESOLVED by the Council of the City of Rockport, Texas, as follows:

RESOLVED that the Planning and Zoning Commission and one resident of the ETJ hereby is appointed as the advisory committee for impact fees and is authorized to undertake the functions sets forth in section 11.1103 of the City of Rockport Code of Ordinances;

RESOLVED that the City of Rockport Engineer is directed to undertake studies updating the capital improvements plan and impact fees for water and wastewater facilities with the fees for such services, to the extent allowed by law, to be paid from the impact fees to be collected; and

RESOLVED that the actions of the City of Rockport Attorney and City of Rockport Administrator to procure such planning, engineering, fiscal or legal consultants as may be necessary to update the impact fee program for water and wastewater facilities are hereby ratified and approved;

And it is so resolved.

Passed and approved this 14th day of May, 2024.

CITY OF ROCKPORT

By: _____
Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

Note: Place Numbers changed to match future Council Ward appointments

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CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 15

Consider the appointment of the City of Rockport City Council Mayor Pro Tem to serve from May 14, 2024, until after the Election on May 3, 2025.

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

The City of Rockport City Charter states that the “Mayor Pro Tem shall be a Councilperson elected by the City Council at the first regular meeting after each election of Council Member and/or Mayor. The Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.”

FISCAL ANALYSIS: N/A

RECOMMENDATION:

Elect a Mayor Pro Tem to serve for a one-year term.

CITY COUNCIL AGENDA

Regular Meeting: May 23, 2023

AGENDA ITEM: 16

Consideration and Possible approval of Ryan Picarazzi as the City of Rockport's representative of the newly created Storm Water Technical Committee and Mike Donoho as a back up.

SUBMITTED BY: Vanessa Shrauner

APPROVED FOR AGENDA: VRS

BACKGROUND: The Stormwater Management Committee has been meeting for several years and was apparently created to manage a debt taken out for improvements. The projects and money are complete and the committee has gone to hearing problems from citizens, pitches from sales men and cogitating possibilities.

In order to become more solutions oriented, this group is proposing a Technical Committee made of the experts in the fields that will have the ability to guide the peninsula wide stormwater master plan, and then implement it regardless of jurisdictional lines.

Now that we have adopted the technical committee resolution, it is not incumbent on us to appoint a representative.

FISCAL ANALYSIS:

RECOMMENDATION: Staff recommends approval as all parameters have been met.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 17

Consider the approval of an extension of the current Bank Depository and Finances Services Contract with Wells Fargo Bank, N.A. for a one-year period beginning May 1, 2024, and ending April 30, 2025

SUBMITTED BY: Robbie Sorrell, Finance Director

APPROVED FOR AGENDA: VRS

BACKGROUND: Section 7.11 of Article VII of the Code of Ordinances requires the City Council to review proposals for depository services every two to five years. The current depository agreement was approved April 14, 2015, for a three-year term. The contract was extended through April 30, 2019, in good faith, with no council action and extended again by Council Action on April 14, 2020, for a one-year term. Council action taken April 27, 2021, again extended the contract through April 30, 2022, and in good faith, with no council action, Wells Fargo extended through April 30, 2023. Council action on August 8, 2023, extended the contract through April 30, 2024.

To maintain compliance with the Public Funds Investment Act, the City must have a signed depository contract in place. Extending the Wells Fargo contract with council action meets this compliance requirement.

Wells Fargo and the City of Rockport continue to have a successful business relationship for daily banking activities including daily deposits, payroll, and accounts payable. Wells Fargo also provides services for City issued procurement credit cards.

FISCAL ANALYSIS: Wells Fargo is the current bank depository for the City of Rockport. Extending the existing depository contract will have no impact on current operations or current banking expenses. The City's financial software is set up to process several financial transactions electronically with Wells Fargo, including payroll, accounts payable, bond payments, and daily deposits.

RECOMMENDATION:

Staff recommends approval of an extension to the current Bank Depository and Finances Services Contract with Wells Fargo Bank, N.A. for a one-year period beginning May 1, 2024, and ending April 30, 2025, as presented. A request for proposal for Treasury Management Services is planned to go out early 2025 before contract extension expiration.

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for City of Rockport. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on May 1, 2024 and expire on April 30, 2025 (“Initial Term End Date.”).

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws (“Governing Law”).”

4. The text of Section 14 (titled “**Jurisdiction**”) is deleted in its entirety and replaced with the following:

“Jurisdiction. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

WELLS FARGO BANK, N.A.

CITY OF ROCKPORT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
- 7. Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an “Unauthorized Use”) of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated (“Account Currency”) to another currency (“Foreign Currency”), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. “Applicable Exchange Rate” means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an “Authorized Agent”). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York

City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.

- vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

CITY COUNCIL AGENDA

Special Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 18

Consider the approval of an agreement with Restroom Facilities Ltd for a Restroom Building to be located at the Main Street Park to be located at the corner of Main Street and Magnolia Street for an amount not to exceed \$280,000.

SUBMITTED BY: Kimberly Henry, Assistant to the City Manager

APPROVED FOR AGENDA: VRS

BACKGROUND: The City has been working for two years to provide a location that includes local information, public restrooms, and some additional parking in the downtown area. The current location that has been assessed is the city owned property located at the corner of Main Street and Magnolia Street. This is the old gas company site that was damaged and cleaned up from Hurricane Harvey. The existing contract with Access Counseling for use of the building located at 901 Main Street would continue without interruption.

Attachment A is a current view of the property and a draft site plan for a finished product. There is currently an open Invitation for Bid that was published on May 4 and May 11, 2024, with a due date of May 21, 2024. That Invitation includes the concrete and landscaping. Depending on the bid for the construction will determine whether it is completed in a single phase or two phases. That bid will be brought to Council for approval in the near future.

Attachment B is a proposed contract for the construction of the restrooms themselves. Because this has already been priced through the State Buyboard process, we are not required to go through the public bid process. This is a plug and play type of structure that is built offsite and lowered onto the pre-developed site and attached to all utilities and tie-downs. It is ADA and building code compliant.

FISCAL ANALYSIS: This project was budgeted at \$500,000 from Hotel Tax Funds.

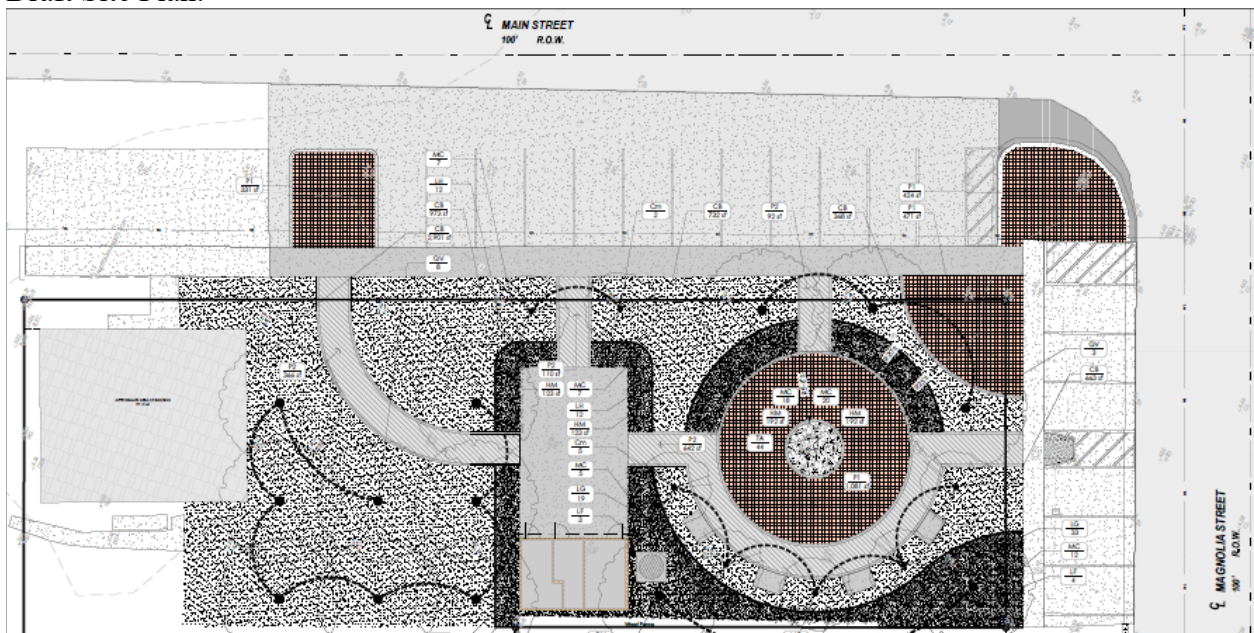
RECOMMENDATION: Staff recommends approval of an agreement with Restroom Facilities Ltd for a Restroom Building to be located at the Main Street Park to be located at the corner of Main Street and Magnolia Street for an amount not to exceed \$280,000.

Attachment A

Current view of the property:



Draft Site Plan:





TURNKEY QUOTATION

PROJECT NAME: ROCKPORT RESTROOM BUILDING
OWNER: THE CITY OF ROCKPORT, TEXAS
DATE: MAY 8, 2024

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

TOTAL PURCHASE PRICE
MODEL #B312CEDF @ \$275,367.00

The above amount includes the building, design, engineer stamped / plan review stamped plans, underground plumbing kit built specifically for the building, all in plant building inspections, freight, crane, and installation by our team of installers.

The building is CMU Block construction, and will have the following components:
Stone wainscot (Client's choice of stone from provided selection sheet),
Board and batten siding above stone (Client's choice of paint color over stucco),
standing seam metal roof (Client's choice of color from selection sheet),
5' covered entry with custom timber truss package,
dual height ADA compliant chilled drinking fountain with bottle filler,
flood vents,
wall mounted porcelain fixtures with concealed flush valves,
energy efficient LED lighting interior and exterior,
energy efficient on demand tankless water heaters,
poly partitions,
hand dryers,
75' water hose on hose reel located in mechanical / plumbing chase room,
stainless steel mesh vents,
steel doors,
all electrical and plumbing installed in building,
an attached 8" thick concrete slab foundation reinforced with 2 mats of rebar,
The building is also guaranteed to be both ADA and Building Code compliant.

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Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK

TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.

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- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

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- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional

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charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. PRICES:

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture.

____ Initial ____ Initial

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1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • www.restroomfacilities.com

A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

____ Initial ____ Initial

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8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper

____ Initial ____ Initial

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maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

_____Initial _____Initial

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Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

Initial

Initial

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RFL MODEL #:

B312 DF

PROJECT:

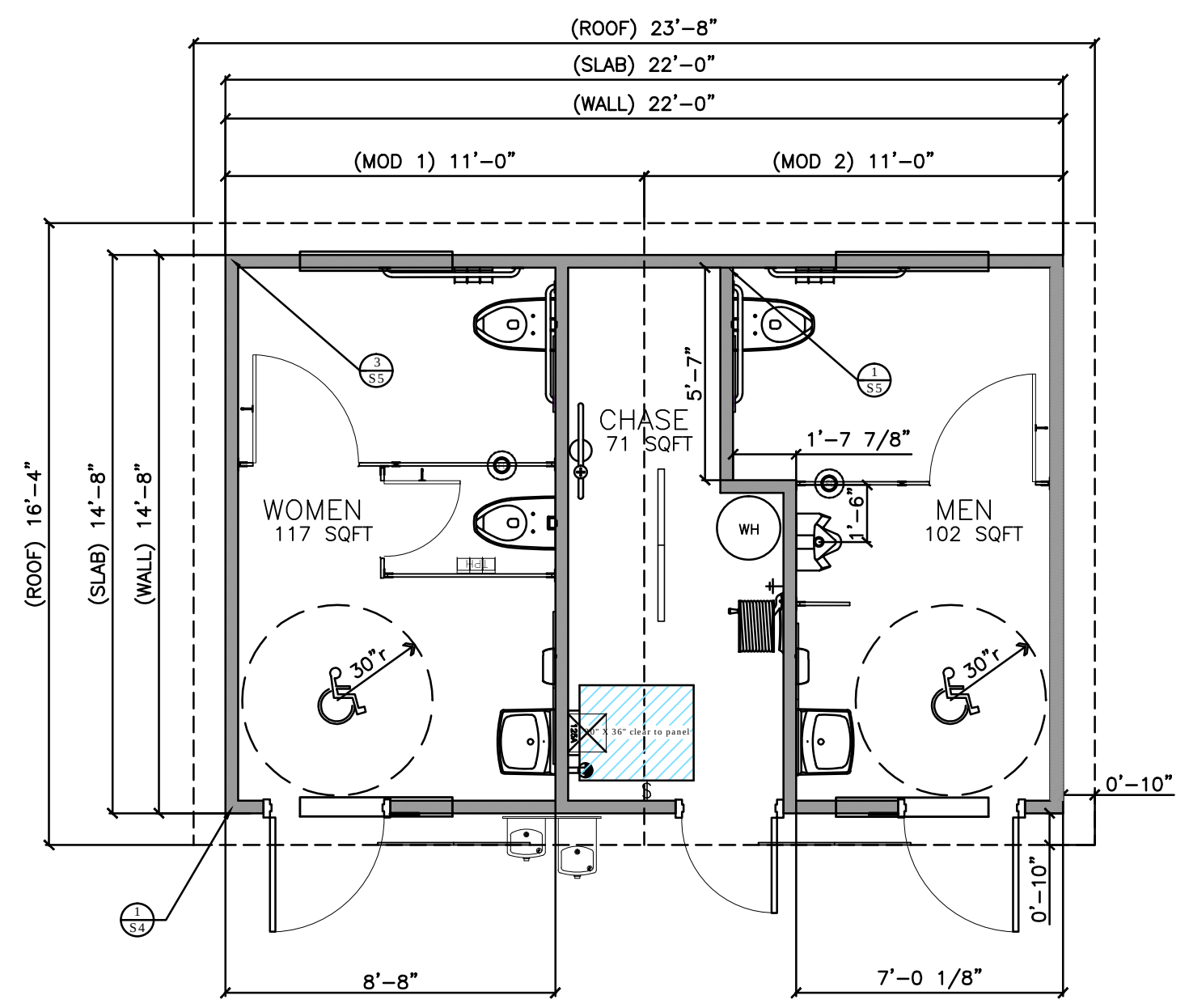
DRAWN BY:	TJC
DATE:	12/7/15
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	

SHEET DESCRIPTION:

FLOOR PLAN

SHEET

A1



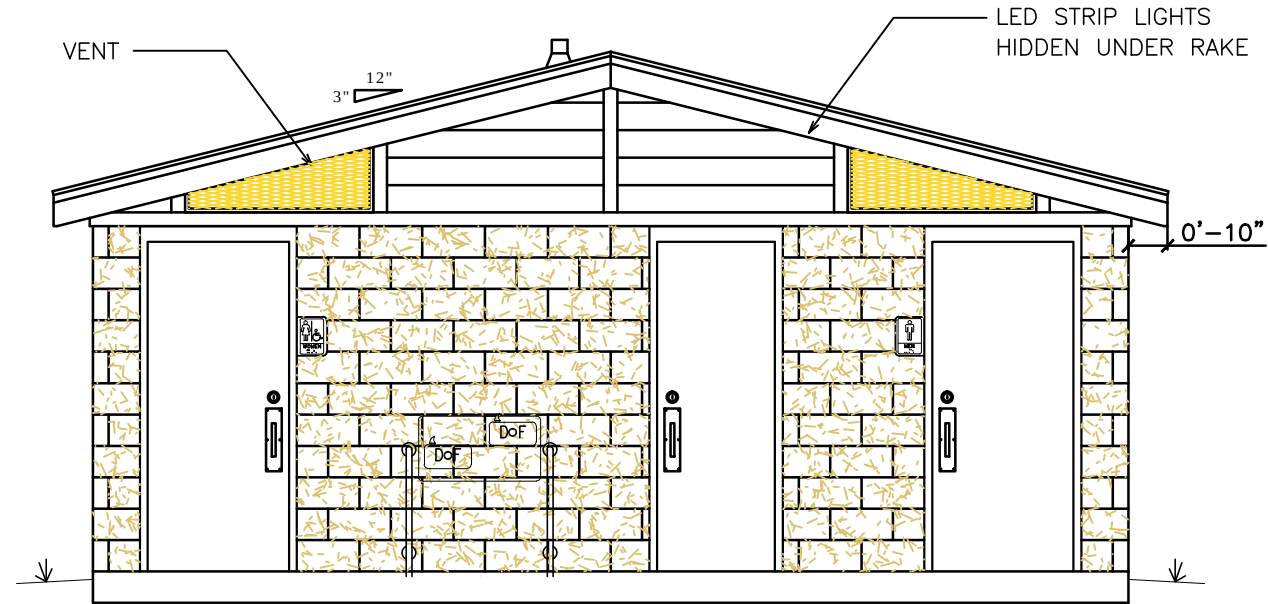
FLOOR PLAN

323

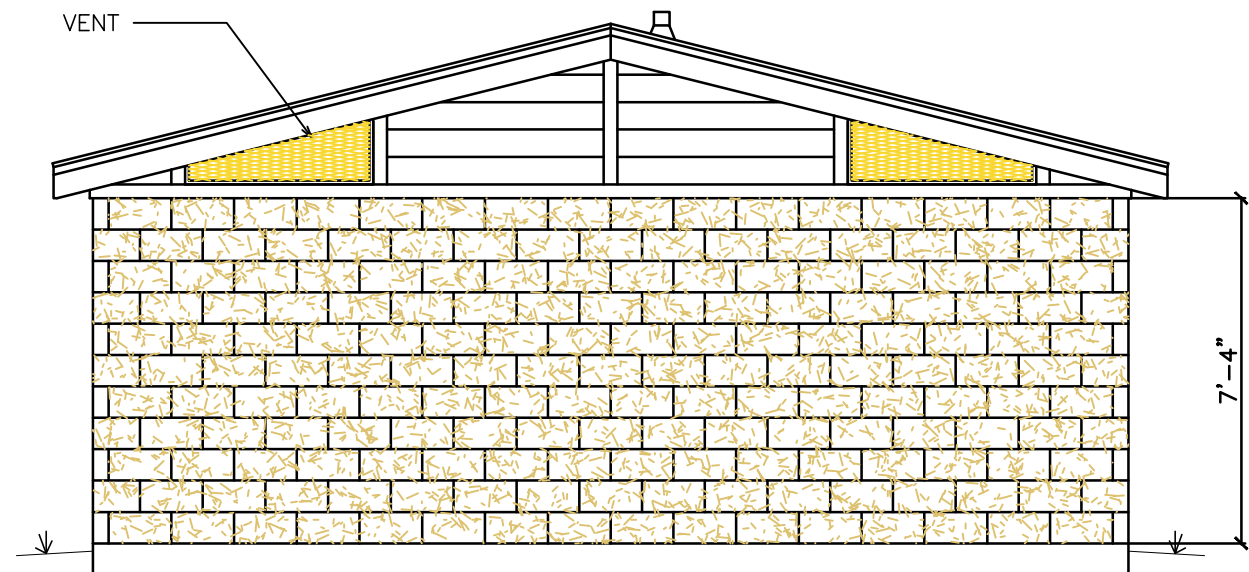
SQ. FT.

$1/4" = 1'-0"$

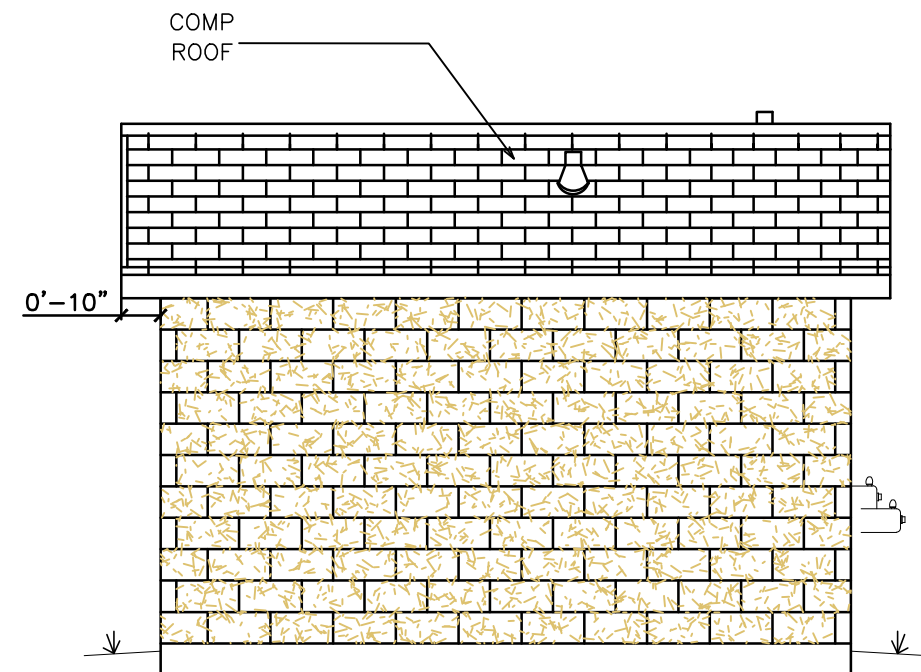
DESIGN DATA PLATE TO BE OF PLAQUE GRADE METAL, PAINTED BLACK. CRITERIA TO BE ENGRAVED TO METAL. TO BE SCREWED TO WALL AT HINGE SIDE OF CHASE DOOR AT 60" AFF.



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

RFL MODEL #: B312 DF
PROJECT:

DRAWN BY: TJC

DATE: 12/7/15

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

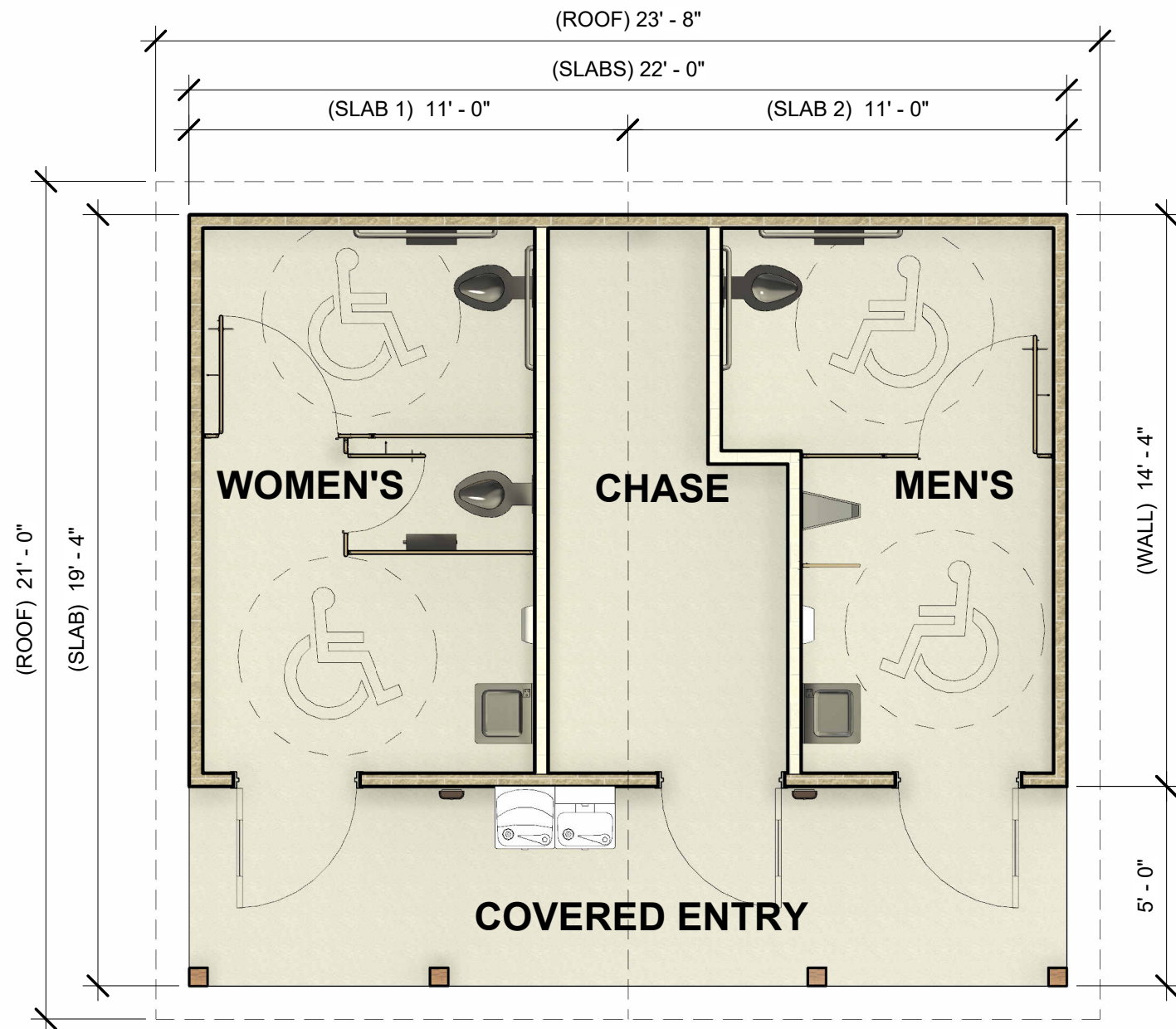
DATE:

SHEET DESCRIPTION:

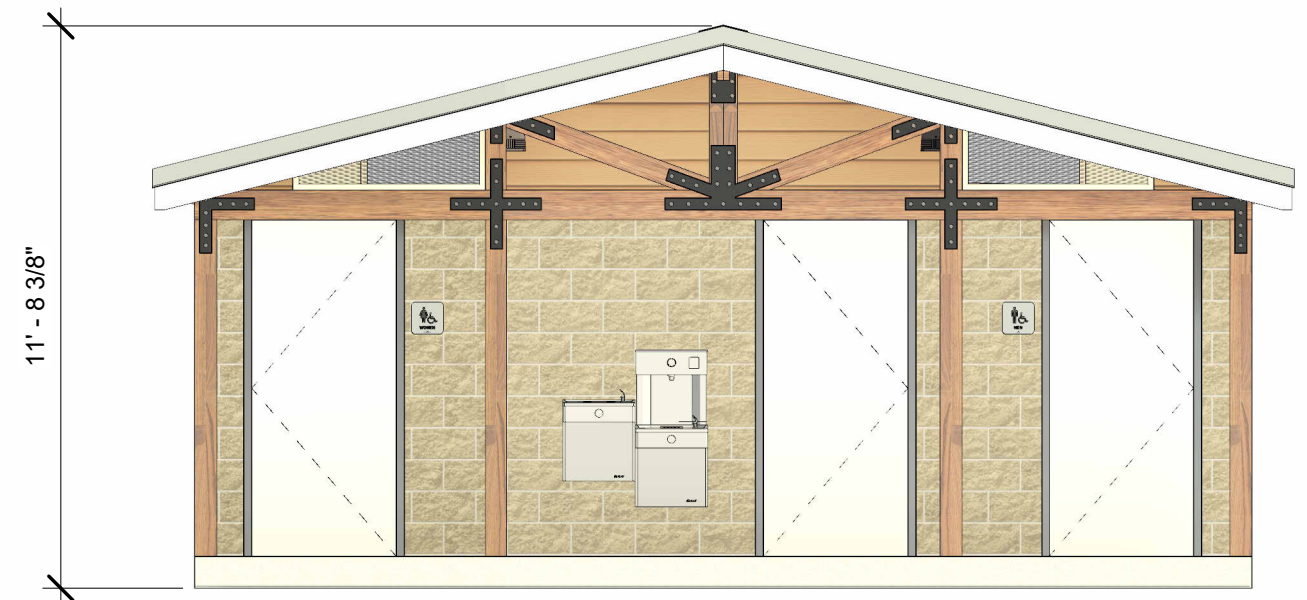
ELEVATIONS

SHEET

A2



2 FLOOR PLAN



2 FRONT



3 PERSPECTIVE

Example of stone wainscot with board and batten siding.
Our quote has 4 post, all without stone wainscot, and a
third door to the closet.



CITY COUNCIL AGENDA

Special Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 19

Consider the approval of an agreement with Brinson Analysts to act as the city's brokerage and consultant for employee benefits for an amount not to exceed \$4,125.00 per month for the initial RPF process. If the RFP process brought forth good quotes with sufficient savings, Cobra Administration and Brinson Tele-Doc Services would be added resulting in approximate monthly amount of \$5,340 per month.

SUBMITTED BY: Kaycee Eddins, Human Resources Manager

APPROVED FOR AGENDA: VRS

BACKGROUND: The City has seen routine increases in employee health, dental, and life insurance benefits. This is not uncommon, and it is occurring nationwide. The City of Rockport has been with TML Health, now known TX Health since 2000 without going out for bid. One of the benefits of being included in the larger TML Health/TX Health was to help spread exposure and thereby reduce the risk of increases. Because we have not considered the open market for 24 years, the city has considered going out for bids to see what else is available.

Staff spoke with three different agents/brokers companies to compare their fees and benefit options: HUB International, Brinson Benefits, and GSM. Because this is a professional service, we were not required to go through a competitive bid process.

After speaking with all three entities, our committee felt Brinson offered the better options and cost benefits for our budget. The initial agreement with Brinson would allow them to lead us through the RFP process, negotiate with the carrier(s), customize our employee materials, provide in person or virtual open enrollment and support as needed.

Other benefits Brinson brings to our city is employee advocate helpline so that the employees call these advocates and not the insurance company, scrubbing all EEOB's, enrollment support, filling of the 1095c's, and much more.

Another tool Brinson brings as an option for next year would be a separate Teledoc coverage for up to 5 people in your house, whether they are on your primary health policy or not. This would be of great benefit to those employees who can't afford health care coverage for family members.

FISCAL ANALYSIS: This budget year's anticipated cost would be \$18,562.50. These funds would need to come from the appropriate GF/UF Reserve Funds. If approved, a future Budget Amendment would be required.

RECOMMENDATION: Staff recommend approval of the agreement with Brinson Analysts to act as the city's brokerage and consultant for employee benefits for an amount not to exceed \$4,125.00 per month for the initial RPF process. If the RFP process brought forth good quotes

with sufficient savings, Cobra Administration and Brinson Tele-Doc Services would be added resulting in approximate monthly amount of \$5,340 per month.

The Purple Promise™

In any year that our Brinson Analysts are unable to achieve at least one viable medical plan strategy that finishes in the "single digits" (9.9% or lower) Brinson will reduce it's annual fee by 20% during the next 12 consecutive months beginning on the renewal date of the medical plan.



CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 14, 2024

AGENDA ITEM: 20

Consider possible changes to the City of Rockport Hotel Occupancy Tax Recipient Program for FY2024-2025.

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

The City's Hotel Occupancy Tax Recipient Program begins each year in May; this year there are some proposals to the Program. These proposed adjustments to the Program could benefit both the applicant and City Staff.

This City Council Agenda Packet includes the following documents:

- Application
- Timeline
- Guideline
- Quarterly Report
- PowerPoint
- Proposed HOT Grant Policy

The attached PowerPoint presentation will be presented at the meeting, which will outline the changes and the directions needed from the City Council.

FISCAL ANALYSIS: The Financial Impact will be discussed as part of the 2024-2025 Budget process.

RECOMMENDATION:

Provide directions regarding the proposed changes to the Program.



City of Rockport Hotel Occupancy Tax Recipient Funding

Hotel Occupancy Tax



- | | |
|--------------|--|
| May 14, 2024 | Update the City Council on possible changes to the program |
| May 15, 2024 | Update the City website |
| May 18, 2024 | Put an ad in the Rockport Pilot announcing the deadlines |
| May 24, 2024 | Orientation for potential HOT Recipients |

Hotel Occupancy Tax



- | | |
|----------------|--|
| June 3, 2024 | Deadline for submitting applications |
| June 11, 2024 | The City Council reviews the applications and provide directions |
| September 2024 | The City Council awards the HOT funding as part of the FY2025 Budget process |

Hotel Occupancy Tax



- Texas Municipal League states - A city simply needs to remind itself to always follow the “two-part test.” The key element of a two-part test is – surprise – that it has two parts! Cities frequently remember to meet one element of the test, but often forget the second part.
- First Part – Heads in Beds
- Second Part – Nine Categories

Hotel Occupancy Tax



While the Tax Code provides for nine (9) categories; Ordinance 923 Section 94-95 only allows for the following five (5) categories:

- (1) 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.
- (2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- (3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city or its vicinity.

Hotel Occupancy Tax

(4) 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 pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. (State allows 30% of the total amount collected)

(5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. (State allows 30% of the total amount collected):

- a. At or in the immediate vicinity of convention center facilities or visitor information centers;
or
- b. Located elsewhere in the city or its vicinity that would be frequented by tourists and convention delegates.

Thus, even if events put heads in beds, they cannot receive hotel tax money unless it also fits into one of the five categories.

Hotel Occupancy Tax



Proposed changes to the process:

1. Application format.
2. Provide an Orientation for potential recipients.
3. Run an ad in the Rockport Pilot.
4. Uniform Quarterly Reports
5. Deadlines for Quarterly Reports and schedules City Council approval dates.
6. Provide State Hotel Occupancy Tax Guidelines to recipients.

Hotel Occupancy Tax

Directions needed:

1. Move forward with the changes to the HOT Program.
2. Are you still good with the (5) HOT Categories or consider adding any of the other Categories?
 - (6) sporting events in a county under one million in population;
 - (7) enhancing or upgrading existing sports facilities or sports fields (only in certain cities);
 - (8) tourist transportation systems; and
 - (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the city.

Hotel Occupancy Tax

Continued - directions needed:

3. Do you want to retain more funding from the HOT Funds for other expenses?

Examples of what other municipalities use HOT for:

Pay for employees who deal with Hotel Occupancy Tax (collections, permitting, coordinating events, or maintaining grounds or buildings that are involved with tourism), pay for security or setting up and taking down of events, electronic traffic signage used for direction or announcing an event.

2024-2025 HOT FUNDING TIMELINE

For events during October 1, 2024 – September 30, 2025

Timeline	
May 14, 2024	Update City Council on possible program changes
May 15, 2024	Update City website
May 18, 2024	Put an ad in the Rockport Pilot announcing the deadlines.
May 24, 2024	Orientation for potential HOT Recipients
June 3, 2024	Application deadline
Regular Meeting or Workshop	The City Council reviews the application and asks questions
September Budget Adoption	The City Council awards the HOT funding to the applicants.
Immediately following the adoption of the Budget	Start getting contracts signed. After the contract is signed then Finance will provide the related funding.

Report Deadlines

Quarter	Quarter Ending	Due Date to City Secretary	City Council Meeting Approval
1 st	December 31, 2024	January 14, 2025	January 28, 2025
2 nd	March 31, 2025	April 8, 2025	April 22, 2025
3 rd	June 30, 2025	July 8, 2025	July 22, 2025
4 th	September 30, 2025	October 14, 2025	October 28, 2025



City of Rockport, Texas

HOTEL OCCUPANCY TAX FUNDING APPLICATION

2024-2025

Date Application received (To be completed by City Staff):		
Official Name of Organization/Entity:	Is the Organization/Entity a non-profit?	Date Organization/Entity Founded:
Organization/Entity Mailing Address:		
Organization/Entity website:		
Name and Title of Person authorized to act on behalf of Organization/Entity for this application ("Applicant"):	Organization/Entity Phone:	
	Organization/Entity Email:	

SECTION A – FUNDING REQUEST DESCRIPTION

Name of Project/Event:		Project/Event Date(s):
Estimated number of room nights that will be occupied at local hotels, motels, & short-term rentals by attendees of your event(s) or project(s)?	Estimated number of annual attendance at your event(s) or project(s)?	Will you charge admission/if yes how much?
Project/Event location(s):		Total Amount of funds requested:

In the space below, please describe each project/event for which funding is sought, and explain how each project/event will directly enhance and promote tourism and the hotel/motel/short term rental (STR) industry in the City of Rockport:

SECTION B – FUNDING CATEGORIES AUTHORIZED BY TEXAS LAW (Please indicate which funding categories apply to your project/event – multiple categories may be selected)

	Check box below	Amount Requested for Each Category
(1) 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.		
(2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.		
(3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city or its vicinity.		
(4) 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 pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.		
(5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: a. At or in the immediate vicinity of convention center facilities or visitor information centers; or b. Located elsewhere in the city or its vicinity that would be frequented by tourists and convention delegates.		

SECTION C – ASSURANCES

The Applicant hereby certifies to the City of Rockport that, to the best of the Applicant's knowledge and belief, the: 1. Project(s)/event(s) for which financial assistance is sought will be administered in accordance with Federal, State, and local law; 2. HOT funds received as a result of this application will be used solely for the project(s)/event(s) described herein; 3. Applicant has read, understands, and will conform to the City HOT Guidelines; and 4. Figures, facts, and representations made in this application, including any attachments hereto, are true and correct.	
---	--

PLEASE ATTACH TO APPLICATION:

1. Copy of the organization/entity IRS 501(c)(3) ruling letter, if applicable.
2. Expense Plans or Budget
3. If you cannot provide an estimated number of room nights to be occupied at local hotels, motels, short-term rentals, or bed and breakfast inns by attendees of your project/event, or if you cannot provide an estimated number of attendees of your project/event, please attach an explanation of why your project/event prevents you from estimating the number of local room nights or attendees for your event(s) or project.

PLEASE MAKE SURE ALL HOT REPORTS ARE UP TO DATE.

Applicant Signature:	Date signed:
Applicant Name & Title (print or type):	Applicant Phone (if different from phone # listed on page 1):
Applicant Address (if different from Mailing Address listed on page 1):	Applicant E-Mail Address (if different from e-mail address listed on page 1):

HOTEL OCCUPANCY TAX GRANT AGREEMENT – 2024/2025

This Hotel Occupancy Tax Grant Agreement (“Agreement”) is entered into by and between the City of Rockport (“City”), a political subdivision of the State of Texas with an address of 2751 S. H. 35 Bypass, Rockport, Texas, 78624, and _____ (“Grantee”), with an address of _____.

NOW, THEREFORE, the City and Grantee hereby agree as follows:

1. **Term.** Unless terminated earlier as provided herein, this Agreement shall commence on the date of execution by both Parties, and terminate on September 30, 2025.
2. **Grantee Activities.**
 - (a) **Events.** Grantee shall conduct activities or hold programs or events (to be known Collectively as “Events”) as follows: _____

_____.
 - (b) **Promotion of Tourism.** The Events shall directly enhance and promote tourism and the convention and hotel industry within the City, and shall comply with the requirements set forth in Chapter 351 of the Texas Tax Code (copy available at <https://statutes.capitol.texas.gov/Docs/TX/pdf/TX.351.pdf>).
 - (c) **Lodging Link requirement.** During the term of this Agreement, the homepage of the primary website, if any, maintained by the Grantee and related to the Events, shall contain a conspicuous and accurately identified link to the Rockport Chamber of Commerce lodging webpage at the following web address www.rockport-fulton.org. All event information and advertisements must include “FindYourselfinRockport-Fulton”.
3. **Grant of funds.** As consideration for Grantee’s promise to perform the Events, City shall pay a disbursement of municipal Hotel Occupancy Tax revenue (“HOT Funds”) to Grantee. The Grantee shall only expend the HOT Funds for expenses incurred by Grantee in the performance of the Events and in compliance with Chapter 351 of the Texas Tax Code. The City shall pay HOT Funds to the Grantee in the amount of _____ dollars(), to be paid in four quarters on deadlines provided in Section 4 (f) of this agreement.

4. **Grantee Recordkeeping and Reporting.**

- (a) Recordkeeping. Grantee shall maintain complete and accurate financial records (“HOT Records”) of each expenditure of HOT Funds received by Grantee under this Agreement. 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 Grantee with respect to the expenditure of the revenue provided.
- (b) The Grantee 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 another person shall make the records available for inspection and review during normal business hours by the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- (c) Hotel occupancy funds may be spent by the Grantee 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 and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry.
- (d) The Grantee 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 with the Hotel Occupancy Tax Application.
- (e) 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.

- (f) Reports. Grantee shall submit an annual financial report (“HOT Report”) to the City Secretary, related to any HOT Funds received by Grantee under this Agreement. The Quarterly Financial Report form attached hereto as Exhibit “A”, and shall be submitted to the City Secretary on or before the following dates:

Quarter	Quarter Ending	Due Date to City Secretary	City Council Meeting Approval
1 st	December 31, 2024	January 14, 2025	January 28, 2025
2 nd	March 31, 2025	April 8, 2025	April 22, 2025
3 rd	June 30, 2025	July 8, 2025	July 22, 2025
4 th	September 30, 2025	October 14, 2025	October 28, 2025

- (g) The Grantee 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 Grantee 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 Grantee 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.

5. Termination.

- (a) Breach. This Agreement may be terminated by the non-defaulting party upon a breach of a material term or condition of this Agreement, when said breach is not cured by defaulting party within fifteen (15) calendar days of receiving written notice of breach from the non-defaulting party.
- (b) Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Grantee 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.
- (c) Non-appropriation. This Agreement is subject to the availability and appropriation of budgeted HOT Funds by City, and upon an occurrence of non-availability of HOT funds or non-appropriation by City, for any reason, this Agreement shall terminate immediately and the City shall not be obligated to pay any City funds to the Grantee.

6. Survival upon Termination. Upon termination of this Agreement, the provisions set forth in Section 4(a) and Section 10(f) of this Agreement shall survive termination of this Agreement.
7. Relationship of Parties. The Parties agree and acknowledge that Grantee is not an employee or agent of City. City shall not be liable for employment or withholding taxes for Grantee. Grantee is solely liable for Grantee’s expenses incurred in performing the Events. Grantee shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit

offered by City or its subsidiaries or affiliates for the benefit of City employees or volunteers. Grantee agrees and acknowledges that Grantee is not authorized to enter into any contract or obligation on behalf of, or as an agent of, the City.

8. **Force Majeure.** A defaulting party shall not be liable for delays in the performance of its obligations hereunder when the default is caused by acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions or regulations, acts of war, civil unrest, fire or other casualty, or any causes beyond the reasonable control of the defaulting party.
9. **Assignment.** This Agreement may not be assigned by Grantee without the prior written consent of City, which consent may be withheld in the sole discretion of City. This Agreement shall inure to the benefit of the City and its successors or assigns.
10. **Miscellaneous.**
 - (a) This Agreement shall be governed by the laws of the State of Texas. Any litigation or other legal action under this Agreement shall be filed in a court of proper jurisdiction in Aransas County, Texas.
 - (b) This Agreement may only be amended or modified by a written amendment executed by the Parties.
 - (c) All notices and other communications hereunder shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement, or to such other address as either party may have furnished to the other party. Notices and communications are deemed effective upon deposit with the U.S. Mail.
 - (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.
 - (e) The failure of City at any time to enforce performance by Grantee of any provisions of this Agreement shall in no way affect City's rights thereafter to enforce the same, nor shall the waiver by City of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO GRANTEE'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO, ACTS OR OMISSIONS, INCLUDING NEGLIGENT OR WILLFUL ACTS OR OMISSIONS BY GRANTEE OR ANYONE GRANTEE HAS ENGAGED TO PERFORM ANY PORTION OF THE SERVICES, GRANTEE'S BREACH OF THIS AGREEMENT, OR ANY CLAIM FOR TAXES THAT MIGHT ARISE OR BE IMPOSED DUE TO THIS AGREEMENT OR THE GRANTEE'S PERFORMANCE OF SERVICES HEREUNDER.

(g) This Agreement shall in all cases be construed simply, as a whole, and in accordance with its fair meaning. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

City

Grantee

By: _____

Vanessa Shrauner, City Manager

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Guidelines Under Texas Law for the Use of Hotel Occupancy Tax Revenue

Under Texas law, the City of Rockport collects a Hotel Occupancy Tax (HOT) from hotels, motels, Bed and Breakfasts, and Short-Term Rentals. Under Texas Tax Code, Chapter 351 every expenditure must directly promote tourism and the convention/hotel industry.

HOT expenditures must follow the “two-part test”. The first part is every expenditure must put “heads in beds”. The second part is every expenditure must fit into one of the following categories authorized by statute and City Code of Ordinances Section 94-95:

- (1) 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.
- (2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- (3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city or its vicinity.
- (4) 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 pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. (State allows 30% of the total amount collected)
- (5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. (State allows 30% of the total amount collected):
 - a. At or in the immediate vicinity of convention center facilities or visitor information centers; or
 - b. Located elsewhere in the city or its vicinity that would be frequented by tourists and convention delegates.

City of Rockport Quarterly Financial Report for Hotel Occupancy Tax (HOT)

Quarter	Quarter Ending	Due Date to City Secretary	City Council Meeting Approval
1 st	December 31, 2024	January 14, 2025	January 28, 2025
2 nd	March 31, 2025	April 8, 2025	April 22, 2025
3 rd	June 30, 2025	July 8, 2025	July 22, 2025
4 th	September 30, 2025	October 14, 2025	October 28, 2025

Please submit the completed form to Shelley Goodwin, City Secretary, 2751 S.H. 35 Bypass, Rockport, TX 78382 or submit it by email to sgoodwin@rockporttx.gov

PROJECT OR EVENT INFORMATION

Name of Grantee Organization: _____

Name of Event or Project: _____

Date(s) of Event or Project: _____

Primary Location of Event or Project: _____

FUNDING USE INFORMATION

Total amount of City hotel occupancy tax (HOT) expended during year: _____

Actual percentage of total event costs funded by City hotel occupancy tax: _____

Actual percentage of facility costs funded by City hotel occupancy tax (if applicable): _____

Actual percentage of staff costs funded by City hotel occupancy tax (if applicable): _____

ATTENDANCE & LOCAL HOTEL/MOTEL OCCUPANCY INFORMATION

Estimate of the annual attendance at your event(s)? _____

Estimate of the annual tourist/visitor attendance at your event(s)? _____

If the attendance numbers differ greatly from the estimated numbers submitted with your application, please explain circumstances that you believe may have affected attendance:

Can you provide an actual or estimated number of how many room nights occupied at local hotels, motels, short-term rentals, or bed and breakfast inns by attendees of your event(s) or project? ___Yes___No

If yes, please provide that number: _____ Is the number provided an actual number, or estimated? _____

If no, please explain why your event prevents you from determining the number of local room nights occupied by attendees of your event(s) or project: _____

Was a room block established for attendees of your event at an area hotel or motel? ____ Yes ____ No

Which hotel(s)/motel(s)? _____

How many rooms were blocked? _____

How many rooms were used? _____

MARKETING & PROMOTION ACTIVITY INFORMATION

Please check all efforts your organization used to promote your event and indicate how much was spent in each category:

_____ Newspaper - \$ _____

_____ Press Releases - \$ _____

_____ Radio - \$ _____

_____ Direct Mail - \$ _____

_____ Internet ads - \$ _____

_____ Social media ads - \$ _____

_____ TV - \$ _____

_____ Other _____ - \$ _____

SPORTING EVENT SECTION *(for use by sporting events only)*

How many individuals participated in the sporting event? _____

How many of the event participants were from another city or county? _____

Explain how the activity substantially increased economic activity at hotels and motels within the City or its vicinity.

Please attach all receipts related to this report.

Signature:	Date signed:
Name & Title (print or type):	Phone (if different from phone # listed on the application):
Address (if different from the address listed on the application):	Applicant E-Mail Address (if different from e-mail address listed on the application):



City of Rockport

HOTEL OCCUPANCY TAX GRANT POLICY

I. Purpose

The City of Rockport has adopted this Hotel Occupancy Tax (HOT) Grant Policy in order to provide uniform guidelines for event organizers, producers, promoters and sponsors (collectively referred to as “Organizers”) to request assistance for marketing, promoting or producing a program, event, or facility.

This policy will be provided to all organizers requesting funding assistance from the City of Rockport. It is the intention of this policy to attract events, programs, or facilities that are or will become financially self-supporting and not require annual funding assistance.

II. Applications

The City of Rockport accepts applications from May 15, 2024, through June 3, 2024. Applications will not be accepted before May 15, 2024, and applications will not be accepted after June 3, 2024. Applications can be submitted with the City website or you can submit applications to the:

Shelley Goodwin, City Secretary
2751 S. H. 35 Bypass
Rockport, Texas 78382
sgoodwin@rockporttx.gov

The City Council will review the Applications and additional documents at a Regular Meeting or a Workshop. All applicants will be required to be notified of the meeting and will be required to be present to answer questions.

The City Council will only consider applications for local events but on by Non-profit organizations that meet the State requirements.

III.State Law

By law of the State of Texas, the City of Rockport collects a Hotel Occupancy Tax (HOT) from hotels, motels, condominiums, and short-term rentals. Under state law, the revenue from the HOT may be used only to directly promote tourism and/or the hotel and convention industry.

“Tourism” is defined under Texas law as guiding or managing individuals who are traveling to a different city, county, state, or country. The Texas Attorney General has consistently interpreted a ‘direct’ promotion of the convention and hotel industry as a program, event, or facility likely to cause increased hotel or convention activity. If the funded event, program, or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

First, in the two-step process, every funded project must attract overnight tourists to the City of Rockport’s lodging industry.

Second, in the two-step process Chapter 351 of the Tax Code states that the use of HOT funds is limited to nine statutorily categories. The City of Rockport Code of Ordinances Section 94-95 has reduced the nine categories to the following five categories:

- (1) 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.
- (2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- (3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city or its vicinity.
- (4) 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 pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. (State allows 30% of the total amount collected)
- (5) Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. (State allows 30% of the total amount collected):
 - a. At or in the immediate vicinity of convention center facilities or visitor information centers; or
 - b. Located elsewhere in the city or its vicinity that would be frequented by tourists and convention delegates.

IV. Application Process

Applications for funding will be submitted through the city application forms with the required attachments provided by the applicants. The applicant is required to be present at a public meeting to answer any questions regarding the application for hotel tax funding. Applicants will be notified of the meeting date to be conducted in the Council Chambers at Rockport Service Center.

An expense plans or budget must be provided with your application. The expense plan or budget must show how your organization intends to spend the requested funds. Expenses are limited to the five allowable uses mentioned above.

Applicants are required to add www.rockport-fulton.org to their website for lodging purposes and all websites and printed material must include “FindYourselffindRockport”.

All documents and records are subject to the Public Information Act.

V. Recordkeeping

Grantee shall maintain complete and accurate financial records (“HOT Records”) of each

expenditure of HOT Funds received by Grantee under this Agreement. 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 Grantee with respect to the expenditure of the revenue provided.

The Grantee 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 another person shall make the records available for inspection and review during normal business hours by the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).

Hotel occupancy funds may be spent by the Grantee 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 and approved by the City Council and shown to be directly related to promotion of tourism and the hotel industry.

The Grantee 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 with the Hotel Occupancy Tax Application.

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.

VI. Reports

Grantee shall submit an annual financial report ("HOT Report") to the City Secretary, related to any HOT Funds received by Grantee under this Agreement. The Quarterly Financial Report form attached hereto as Exhibit "A", and shall be submitted to the City Secretary on or before the following dates:

Quarter	Quarter Ending	Due Date to City Secretary	City Council Meeting Approval
1 st	December 31, 2024	January 14, 2025	January 28, 2025
2 nd	March 31, 2025	April 8, 2025	April 22, 2025
3 rd	June 30, 2025	July 8, 2025	July 22, 2025
4 th	September 30, 2025	October 14, 2025	October 28, 2025

The Grantee 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 Grantee 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 Grantee agrees to provide a current audit (currently 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.

VII. Funding Limitations

The City of Rockport reserves the right to fund all or in part or decline the organizer's request based on the projected and historical economic impact to the tourism industry.

The City of Rockport reserves the right to approve, restrict, amend, or deny funding based on the performance projections and reports of all applications. All funding provided to an approved applicant will be in accordance with all state and local regulations regarding the proper use of tourist development tax collections.

Consideration for funds will not exceed one current budget or fiscal year. Each event, program, or facility request will require its own application and other required supporting documentation to be submitted each fiscal year.

The Art category expenses in a fiscal year cannot exceed 30% of the HOT revenue collected by the City.

The Historical category expenses in a fiscal year cannot exceed 30% of the HOT revenue collected by the City.

Hotel Occupancy Tax Grant funds may not be used for the following:

- (1). Funding to individuals;
- (2). Reduction of deficits from, or expenditures related to, activities of previous or future fiscal calendar, or program years;
- (3). Capital improvements;
- (4). Contracted auditing, accounting, or bookkeeping fees;
- (5). Landscaping;
- (6). Travel for a person to attend an event or conduct an activity of which the primary

purpose is not directly related to the promotion of tourism and the lodging industry or the performance of the person's job in an efficient and professional manner; or

(7). Advertising materials that will be distributed inside the city limits of the City of Rockport. Permits Organizers must secure and maintain all licenses, event permits, and/or other authorizations necessary to conduct the event or program (at their cost);

(8). Events outside the City limits;

(9). For-profit organizations.

VIII. Compliance with Laws

Organizers agree to comply with all laws, regulations, & ordinances applicable to the event or program.

All programs, events, or facilities must meet the public safety criteria of the City of Rockport,

IX. Insurance and Indemnification

Organizers must obtain and maintain at their own expense, for the specified dates of the program, event, or facility (including setup and takedown), general and public liability insurance naming the City of Rockport as additional insured.

Comprehensive liability insurance must be obtained from an insurance carrier

X. Force Majeure

Neither party will be liable for any failure to perform its obligations hereunder, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials, and pandemics. In the event of any force majeure events, including any of the above, but not limited to the above, either Party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby, if possible, to extend or reschedule. The Party subject to the force majeure shall

(1) give notice of suspension of its obligations as soon as reasonably practicable stating the date and extent of such suspension and the cause thereof,

(2) use its best efforts to remedy or remove such force majeure with the least practicable delay, and

(3) resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause. Notwithstanding anything to the contrary herein, if an event of force majeure can reasonably be expected to prevent the affected Party from performing its obligations for at least six (6) months, then the other Party may terminate this agreement upon not less than fifteen days written notice to the affected Party.

XI. Cancellation

The City of Rockport reserves the right to demand repayment of all funding allocated to an applicant and/or event or program as a result of a cancellation of the event or program. It will be the organizer's responsibility to ensure the successful completion of the program, event, or facility. If the organizer elects to cancel the proposed event, the organizer will be responsible for all funds spent or obligated at the time of cancellation.

XII. Applicant Certification Form

I hereby certify and affirm that

- (1) I have read the entire information provided in this Hotel Occupancy Tax Grant Policy and Application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the aforementioned event/expenditure to directly enhance and promote tourism and hotel industry by attracting visitors from outside of the Rockport city limits into the City to stay overnight in one of Rockport's lodging facilities.
- (2) I will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Tax.

Certified by
(Signature)_____

Print Name: _____

Title: _____ Date: _____