



City of Rockport

CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, MAY 28, 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) Matt Anderson

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 28, 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. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Promotion of Lieutenant Dennis Paine to Captain
2. Promotion of Officer Jason Mikeska to Lieutenant

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.

3. Consider the approval of the City Council Minutes for the May 14, 2024, City Council Regular Meeting (Shelley Goodwin, City Secretary)
4. Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from the Rockport-Fulton Chamber of Commerce for Ninety-Six Thousand One Hundred Ninety-Seven Dollars and Eighty-Five Cents (\$96,197.85) (Shelley Goodwin, City Secretary)

VII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

5. Consider the adoption on the second and final reading of 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, Civiletto Subdivision; to R5 (2nd Multi-Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date (Carey Dietrich, Asst. Director Building & Development Community Planner | Building Official)
6. Consider the adoption on the second and final reading of 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)
7. Consider the approval on the first reading of Ordinance 1935 amending Code of Ordinances Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax"; to add two additional; Texas Tax Code uses categories repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date (Shelley Goodwin, City Secretary)
8. Consider the approval on the first reading for Ordinance 1936 amending Ordinance No. 1932 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 (\$2,322.65 Police Department training account) (Robbie Sorrell, Finance Director)

9. Consider the approval of Resolution 2024-10R declaring certain City property surplus and authorizing the sale of said property to further a public purpose, and establishing an effective date (Dale Martinets, Fleet Manager)

VIII. OTHER ACTION ITEMS AND UPDATES

10. Consider the approval of a Construction Change Directive #1 for the City Hall project in the amount not to exceed \$124,735.31 (Kimberly Henry, Assistant to the City Manager)
11. Consider the approval of a contract with RentalScape Platform contract for the Short Term Rental ID & Monitoring Program for the purpose of performing certain data analytics services to include the registration, management, Hotel Occupancy Tax (HOT) payments, and notifications regarding the City of Rockport Short Term Rental Program (Carey Dietrich, Asst. Director Building & Development Community Planner | Building Official)

IX. CITY MANAGER'S UPDATE

12. Monthly Engineer Report

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)

13. 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 3:15 p.m. on May 24, 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

CITY COUNCIL REGULAR MEETING MINUTES

TUESDAY, MAY 14, 2024 ~ 6:30 p.m.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

Mayor Tim Jayroe

Mayor Pro Tem (Ward 4) Andrea Hattman

Councilmember (Ward 1) Stephanie Rangel

Councilmember (Ward 2) Danielle Hale (until after Agenda Item III)

Councilmember (Ward 2) Matt Anderson (after taking his Oath of Office)

Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager

Art Rodriguez, City Attorney

Bob Argetsinger, Director of Information Technology

Lee Brown, Public Safety Communications Center Director

Mike Donoho, Public Works Director

Kimberly Henry, Assistant to the City Manager

Nathan Anderson, Police Chief

Robbie Sorrell, Director of Finance

Shelley Goodwin, City Secretary

I. CALL TO ORDER

Mayor Jayroe called the May 14, 2024, Regular Meeting to order at 6:30 p.m. and announced that a quorum had been met.

II. PLEDGE OF ALLEGIANCE

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

III. MAY 4, 2024, ELECTION MATTERS

1. Issuance of the Certificate of Election, Statement of Officer, and Oath of Offices:

a. Tim Jayroe, Mayor

Judge Dupnik awarded the Certification of Election and administered the Oath of Office to Timothy Jayroe for the position of Mayor.

b. Councilmember Matt Anderson (Ward 2)

Judge Dupnik awarded the Certification of Election and administered the Oath of Office to Matthew Edward Anderson for the position of Councilmember Ward 2.

c. Councilmember Andrea Hattman (Ward 4)

Judge Dupnik awarded the Certification of Election and administered the Oath of Office to Andrea Hattman for the position of Councilmember Ward 4

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Swearing-In of Nathan Anderson, Rockport Police Chief

Mayor Jayroe administered the Oath of Office to Nathan Anderson as Rockport Police Chief.

B. Proclamation proclaiming May as Historic Preservation Month

Mayor Jayroe read the Proclamation proclaiming May as Historic Preservation. He presented the proclamation to Pam Stranahan.

C. Proclamation proclaiming the week of May 10-16, 2024, as National Police Week

Mayor Jayroe read the Proclamation proclaiming May 10-16 as National Police Week. He presented the proclamation to the Rockport Police Department and thanked them for their service.

D. Recognition of the Parks and Recreation Department received the Tree City USA Award.

Mayor Jayroe announced the Tree City USA Program, sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters has awarded the Parks and Recreation Department the Tree City USA Award. He presented the award to Lisa Sexton-Lind.

E. Certificates of Excellence

- a. Juan Olivarez**
- b. Luis Trujillo**

Mayor Jayroe read a letter from a resident regarding the excellent service they received from Juan Olivarez and Luis Trujillo. He presented Juan Olivarez and Luis Trujillo with Certificates of Excellence.

c. Boden Klanica

Mayor Jayroe presented Boden Klanica with a Certificate of Excellence for saving a life.

d. Hunter Guillen

Mayor Jayroe presented Hunter Guillen with a Certificate of Excellence for preventing a drowning.

e. Milana Klanica

Mayor Jayroe presented Milana Klanica with a Certificate of Excellence for her artwork at the Community Pool.

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 cause the chair to terminate the offender's time to speak.

Ken Barren thanked the City for their assistance and asked for additional help with work at the Country Club. He reviewed the work completed and the status of the current work being done.

Andrew Kane spoke regarding a PEC petition and Agenda Item Q. He stated he feels this is a violation of the Hotel Occupancy Tax allowable uses.

VI. CONSENT

- F. 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**
- G. 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)**
- H. 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)**
- I. 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)**

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel, to approve the Consent Agenda Items VI. F.-I. The City Council voted on roll:

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

The motion to approve passed unanimously; five (5) for and none (0) against. The motion passed unanimously.

VII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

- J. Consider the request to rezone by James Nelson for the property located at 424 Eloise; also known as Lot 14, Civiletto Subdivision to R5 (2nd Multi Family Dwelling District), currently zoned R2 (2nd Single Family Dwelling District)**
 - 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, Civiletto Subdivision; to R5 (2nd Multi Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.**

Carey Dietrich, Assistant Director Building & Development/Community Planner, stated that James Nelson, the property owner, wishes to rezone the property at 424 Eloise to R5. She noted that the rezoning of the property will bring the site into compliance with the current use. She also stated the Planning and Zoning Commission voted in favor of the rezoning request.

The City Council discussed the request and expressed concerns regarding spot zoning.

Mayor Jayroe opened the public hearing at 7:23 p.m. and asked if anyone wished to speak.

No one wished to speak.

Mayor Jayroe closed the public hearing at 7:33 p.m.

Motion: Upon a motion made by Councilmember Brundrett, and a second by Councilmember Rangel, to approve on the second and first reading of 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 the 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. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

K. 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, reviewed the changes to golf cart inspection facilities. He also stated these changes will open up the cart sale and maintenance facilities to Aransas County.

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Brundrett, to approve on first reading of 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. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

L. 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, stated AEP wants to increase bills and this Resolution is to contest the increase.

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Brundrett, to approve 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). . The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

M. 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, Assistant Director Building and Development/Community Planner, noted the City has contracted with Freeze and Nichols for an Impact Fee Study. She reviewed the process and stated the City Council will need to appoint an Impact Fee Committee. She stated normally the Planning and Zoning Commission serves as the Impact Fee Committee; however, the Local Government Code requires a person who resides outside the City limits to also be appointed to the Committee.

The City Council discussed the following:

- Process for the Impact Fee Study and when the City Council gets involved with the Study
- The appointment process

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman, to approve 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. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

VIII. OTHER ACTION ITEMS AND UPDATES

N. 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, stated the City Charter requires the Mayor Pro Tem be selected at the first meeting following the General Election.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel, to nominate the current Mayor Pro Tem Andrea Hattman to serve another term of Mayor Pro Tem. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

O. 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, stated the Stormwater Management Committee feels that a Technical Committee is needed to be more solution-oriented. The City will have one seat on the Committee, and she is recommending Ryan Picarazzi, Assistant Director of Public Works, be appointed and Mike Donoho, Director of Public Works, be appointed alternate.

The City Council discussed the process of the appointments to the Committee.

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangel, to approve the appointments of Ryan Picarazzi, Assistant Director of Public Works, and alternate Mike Donoho, Director of Public Works, to the Stormwater Management Technical Committee. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

P. 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, stated this Agenda Item is to extend our bank depository and Finances Services Contract with Wells Fargo Bank. He noted that the City will go out for Request For Proposals (RFP) next year.

The City Council discussed the RFP process.

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman, to approve the appointments of Ryan Picarazzi, Assistant Director of Public Works, and alternate Mike Donoho, Director of Public Works, to the Stormwater Management Technical Committee. The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

Q. 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

Andrew Kane spoke in opposition of using Hotel Occupancy Funds for the Restroom Facilities, which is now being called a Visitor Center.

Vanessa Shrauner, City Manager, reviewed the history of the project and the proposed site. She noted the project includes restrooms, parking, visitor kiosks, and seating, with a performance area and art for downtown.

Art Rodriguez, City Attorney, stated this project is a legal use of Hotel Occupancy Funds.

The City Council discussed the following:

- HOT Funding
- Parking
- Greenspace infrastructure
- Assisting with growing the downtown area

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangel, to approve 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. The City Council voted by roll call:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 2) Anderson	aye
Councilmember (Ward 3) Brundrett	abstained (Affidavit of Conflict filed)
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; four (4) for, one (1) abstained, and none (0) against.

R. 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, stated this agreement is being presented for approval after the directions from the City Workshop on April 25, 2024. She reviewed the benefits of the program the City and employees will receive.

Vanessa Shrauner, City Manager, stated the City should have a double-digit saving with this program, and if the City doesn't then we should receive reimbursement for half the funds. She stated she is hoping that these programs will save the City from having to hire an additional Human Resources employee.

The City Council discussed the following:

- Benefits
- The Company's rating

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman, to approve 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 Brinson Tele-Doc Services

The City Council voted by roll call:

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

The motion to approve passed unanimously; five (5) for and none (0) against.

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

Shelley Goodwin, City Secretary, provided the attached PowerPoint regarding changes to the City of Rockport Hotel Occupancy Tax Recipient Program.

The City Council discussed the following:

- Application deadline
- Eligible categories

The City Council agreed by consensus to move forward with the proposed changes, move the application deadline back to June 13, 2024, and bring back an Ordinance adding the following categories:

- Sporting events in a county under one million in population
- Signage directing the public to sights and attractions that are visited frequently by hotel guests in the city

IX. CITY MANAGER'S UPDATE

Vanessa Shrauner, City Manager, stated she is proud of the City Team. She noted the new employees have hit the ground running. She also stated that everyone is working together to fix deficiencies and communications and transparency have improved.

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.

Councilmember Rangel thanked the City staff for all they do. She also stated she attended the Police Chief Interviews and the City Council Strategic Planning Meeting.

Councilmember Anderson thanked everyone for their help in getting prepared for this meeting.

Councilmember Brundrett stated he attended a meeting with the Navigation AB District and hopes to get something worked out moving forward. He stated he also attended the Police Chief Interviews and the City Council Strategic Planning Meeting.

Mayor Pro Tem Hattman stated she attended the Aransas Pass County Meeting, in which they would like to discuss with the City the connectivity of trails. She welcomed Councilmember Anderson and Chief Anderson. She stated there has been a lot of changes, but feels the City is on the right path to move forward.

Mayor Jayroe thanked everyone for helping out while he was out.

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)

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

Mayor Jayroe announced that the City Council will recess its open meeting and go into Executive Session at 8:16 p.m.

Mayor Jayroe announced that the City Council ended the Executive Session at 9:14 p.m. and reconvened the open meeting.

11. BUSINESS ITEM

The City Council took no action after the Executive Session.

12. ADJOURN

Motion: Upon a motion made by Councilmember Anderson and a second by Councilmember Rangel, to adjourn the Tuesday, May 14, 2024, City Council Regular Meeting at 9:15 p.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary

CITY COUNCIL AGENDA

Regular Meeting: May 28, 2024

AGENDA ITEM: 4

Consider the approval of the Hotel Occupancy Tax Second Quarterly Report from Rockport-Fulton Chamber of Commerce and approve the payment of Ninety-Six Thousand One Hundred Ninety-Seven Dollars and Eighty-Five Cents (\$96,197.85)

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

Rockport-Fulton Chamber of Commerce, Inc. was awarded Three Hundred Eighty-five Thousand Dollars (\$385,000) 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 Rockport-Fulton Chamber of Commerce, Inc., receive their 2nd quarter payment.

Rockport-Fulton Area Chamber of Commerce, Inc.
Rockport Hotel Tax Account
October 1, 2023 through
September 30, 2024

HOT FUNDING EXPENSE REPORT 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
Accounting Fees	1,500.00	-	-	-	-	-	-
Advertising and promotion	312,383.76	79,434.54	76,425.00	-	-	155,859.54	-
Bank & Card Fees	-	93.04	94.41	-	-	187.45	-
Conference Fees	4,500.00	-	-	-	-	-	-
Contract Services	3,333.24	-	277.50	-	-	277.50	-
Event funding assistance	-	-	-	-	-	-	-
Dues and Subscriptions	850.00	100.00	-	-	-	100.00	-
Equipment Lease & Maintenance	-	-	-	-	-	-	-
Food, beverages and meals	800.00	-	977.76	-	-	977.76	-
Maintenance and repairs	-	140.00	315.00	-	-	455.00	-
Mileage and travel	3,118.00	-	-	-	-	-	-
Postage and freight	1,365.00	-	-	-	-	-	-
Printing and publication	-	-	-	-	-	-	-
Prizes, gifts and awards	-	-	-	-	-	-	-
Rentals and fees	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Tax and License	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-
Telephone Internet Service	-	-	-	-	-	-	-
Utilities	-	17.24	33.91	-	-	51.15	-
Web site maintenance	-	-	-	-	-	-	-
Administrative services reimbursement	57,150.00	16,466.08	18,074.27	-	-	34,540.35	-
Inter Fund Support	-	-	-	-	-	-	-
TOTAL REQUESTED	385,000.00	96,250.90	96,197.85	-	-	192,448.75	-

617,012.00

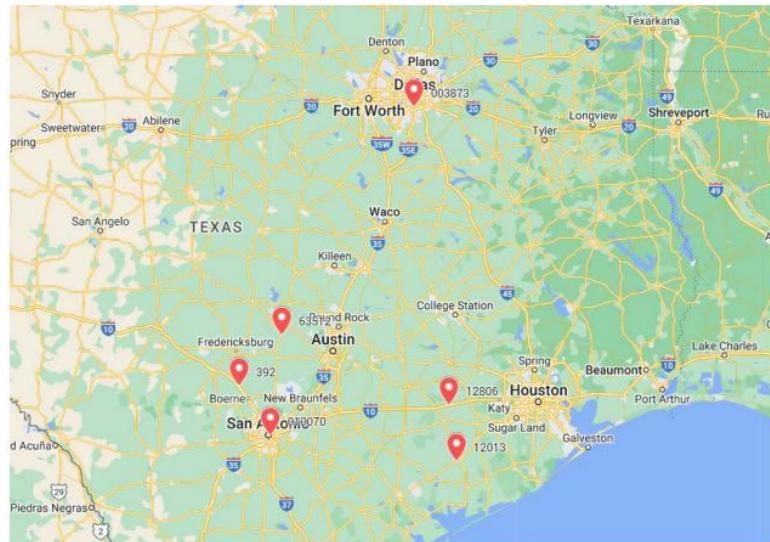
Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Administrative services reimbursement	57,150.00	34,540.35	60.44%
Totals	57,150.00	34,540.35	60.44%



Quarterly Report on the Use of HOT Funds 1st Quarter – January-March 2024

Billboard Ad Campaign

Market	Media Type	Unit #	Creative	Contract Dates	Install Date
Austin	10'6 x 36' Bulletin	63512		3/25/24 – 9/8/24	3/14/24
Corpus Christi	10' x 32' Bulletin	392		3/25/24 – 8/25/24	3/25/24
Dallas/Ft.Worth	14' x 48' Bulletin	3873		3/25/24 – 9/8/24	3/18/24
Houston	10' x 40' Bulletin	12806		3/25/24 – 9/8/24	3/27/24
Houston	14' x 48' Bulletin	12013		3/25/24 – 9/8/24	3/20/24
San Antonio	14' x 48' Bulletin	10070		4/29/24 – 8/18/24	pending

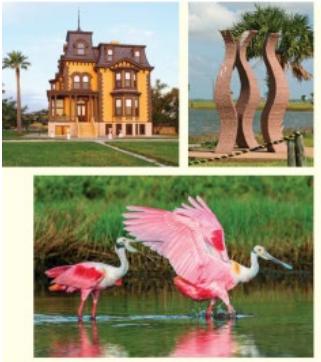


City Council Regular Meeting Agenda Packet

May 28, 2024

Page 18

Where it's going.



Rockport, Texas

Maybe words also fit this as the natural-rader Gulf Coast town is a favorite of the likes of the Beach Boys, Madonna, U2, Bruce Springsteen, and the Stones. In 2012, 2013, and 2014 the New York Times' travel section named it the best coastal small town in America for three years in a row. In 2013, 2012, 2011, and 2010, it beat out more famous towns such as Cape May and Harbor Springs, for no good reason. Luring art in the 1960s with its quirky fishing village setting and stunning birdlife, Rockport is home to the whimsical Rockport Center for the Arts, a great place to see art, buy art, and learn about art and scientists. One can coincide with a popular saying that a popular place is not necessarily a good place to eat at, but Rockport's restaurant is also an art gallery. The heralded Goldfish Restaurant still has both its original offshore and from the town's popular Pelican Puffins Fishing Pier, and these replacement bird nests still block its local wetlands with a protected nesting site on the beach. The Goldfish is a Rockport icon and the town's Beach designation honoring its cheetahness. With real estate still surprisingly affordable, it's only a matter of time until Rockport takes that No. 1 spot.

MEAN HOME SALE PRICE \$399,900
JULY HIGH/JANUARY LOW 91/67

FINDING PARADISE

To select Best Places to Live on the Coast 2024, the editors consulted a number of reports, studies, and lists, including real estate data and trends. Final selections were based on editorial consideration and geographic diversity. For consistency, median home values were sourced from real estate brokerage site [zillow.com](https://www.zillow.com) and reflect values as of June 2024.

44 CRONACHE LIGNEE Anno 2020

We were one of the winners for the Coastal Living – Best Places To Live 2024!

ROCKPORT-FULTON

Rockport-Fulton is a year-round Gulf Coast getaway with an impressive array of attractions and fun-filled events. You'll find long sandy beaches and anglers casting a line from boats and piers, catching everything from flounder and redfish to speckled trout. Voted Top 5 in the nation for "Best Coastal Small Town" by readers of USA Today, the area has received many accolades. Among them, Rockport Beach was also voted #1 in Texas, and Aransas Wildlife Refuge was voted the #1 Refuge for Birding in the country.

Nature, history, art, and outdoor fun come together here, drawing in visitors of all ages and interests. Recently named a designated Cultural Arts District, Rockport is home to an art center, streets lined with art galleries and exceptional shops, fascinating historic sites, Texas' first Blue Wave Beach, the official Maritime Museum of Texas, Fulton Mansion, and many other attractions. Fulton is alive with nightlife and seafood restaurants along the beach road. Aransas Pathways offers adventures in hiking, biking, kayaking, and history.

The area is abundant with protected natural landscapes and wildlife. Endangered whooping cranes migrate here every winter. More than 400 other bird species also stop at the Aransas Wildlife Refuge and Goose Island State Park—home to The Big Tree. Coastal fun, exciting excursions, and endless attractions await. Find Yourself in Rockport-Fulton soon!

Rockport-Fulton.or
361-729-6445

San Antonio Report - March

Find Yourself in **ROCKPORT-FULTON**

The seascape attracts fishermen, artists, and those who enjoy the pleasant climate, scenery, and relaxing coastal experience. Visitors find exclusive dining and shopping experiences. Birders flock to view more than 400 migrating and resident bird species. Come visit to discover more ways to find yourself in Rockport-Fulton!

#VISIT ROCKPORTFULTON



Tour Texas – The Best of Texas Road Trips Feature.
Will stay Jan-Mar 2024

FIND YOURSELF IN **ROCKPORT** **FULTON**

Highlights of January, February & March 2024

- **Aransas Pathways Committee** – This committee meets monthly. Chair and Vice-Chair was appointed. Rich Conoll as Chair and Pam Stranahan as Vice-Chair. Discussed the development of county-wide trails according to the original Pathways plan, while also focusing on maintenance and improvement efforts such as applying recycled asphalt to surfaces and aiming for increased handicap accessibility. Marketing efforts include collaboration with the Rockport Cultural Arts District to promote through QR codes and videos, as well as plans to host races around Rockport-Fulton area with the Texas Volkssport Association (TVA) coming in November. There is coordination for a commemorative plaque dedication and tree planting ceremony for Tom Callan at the Linda Castro site.
- **Attractions Committee**- This committee now meets quarterly. Next meeting will be held May 9, 2024. This committee is made up of attraction managers and local event organizers who meet to share the next upcoming months events in Rockport-Fulton. A digital calendar is e-blasted to over 70,000 subscribers. Annual events are sent out monthly to all regional media and posted on regional and statewide tourism websites, and publications. Local events are promoted on Social Media. Events are posted in the Chamber Visitor Center lobby and picked up daily by visiting travelers.
- **Marketing and Promotion** - Annual and local events forwarded to local and regional media monthly. Actively updating events on websites including: Texas Tropical Trail, FestivalNet.com, and Texas Highways. Ad updates and placement in the Rockport Pilot Visitors Guide.
- **Social Media/Rockport-Fulton.Org-Local Events Promoting:** The Chamber promoted on its website and the VisitRockport-Fulton Facebook page the following events that had potential to draw visitors to the community: Songwriters of the Coastal Bend hosted by Rockport Little Theatre, La Mardi Gras, Rockport Clay Expo, Chocolate Crawl, Texas Maritime Museum Lecture Series, Oysterfest, Rockport Crawfish Cook-Off and Tasting, Rockport Center of the Arts, Taste of Rockport, Austin Street Art Walk, Second Saturday, Markers Market, Downtown Farmer's Market, and the Rockport-Fulton Market days.

Highlights of January, February & March - Continued

- **Goodie Bags-** The Chamber prepared over 440 bags filled with information about Rockport-Fulton for Red Cross, Rockport-Fulton Book Festival, and a wedding, Fulton Oaks Park.
- In an effort to promote business in local restaurants, each month a location is “mobbed” during lunch, known as a **Meal Mob**. This program is promoted on Facebook both locally and regionally. Featured this quarter were Blackbeard’s, Fulton Irish Pub, and Wild Prawn.
- The Chamber partnered with the Aransas County Historical Society and Historical Commission, the History Center for Aransas County and the Cultural Arts District to submit an application to the Texas Historical Commission to host the **Smithsonian Institution Traveling Exhibit**, and Rockport was one of seven communities approved to host the exhibit in 2025. This group is working with the Texas Historical Commission, local and regional partners to begin the process of formulating a plan to host this prestigious exhibit while having the unique opportunity to showcase the history and culture of Rockport-Fulton and surrounding communities. Partnerships we are talking with as of now are Port Aransas, Galveston, Refugio, Taft, Beeville, Goliad, and Palacios.
- We are actively collaborating with the Center for the Arts and various local venues to maximize the impact of our investments in Rockport-Fulton. Through strategic partnerships and event hosting initiatives, we aim to drive foot traffic and foster vibrant cultural experiences in key areas of Rockport-Fulton, thereby enhancing community engagement and economic vitality.

Highlights of January, February & March - Continued

- **Short Term Rental Council-** The committee, consisting of management companies, vacation rentals, and Airbnb's, convenes monthly to address issues related to short-term rentals (STRs). In their January 17th meeting, Rockport City Manager Vanessa Shrauner provided an update on the status of the Short Term Rental City Ordinances. The February 15th meeting offered a recap of January's presentation and opened discussions on the council's future direction. Following the approval of the ordinances by the Rockport City Council on February 27, 2024, the STR Council plans to engage with Aransas County and the Town of Fulton to ensure ordinance consistency for STR owners. The meeting on March 20, 2024, where the newly passed STR Ordinance was reviewed.
- **RV Council-** The Winter Texan Appreciation Day's event on January 24th, despite rainy weather, attracted 908 Winter Texans to the Fulton Convention Center to explore local businesses and attractions. To ease congestion, nearby RV Parks and businesses hosted additional activities. Drifters RV Resort saw 150 visitors for food and music, and The Lighthouse Inn at Aransas Bay welcomed 200 with a shrimp boil and games. Some parks like Quilly's Big Fish, Breezy Days, and Bayview RV Resort reported minimal attendance but are willing to participate next year, attributing low turnout to the weather. The February RV Council meeting on the 14th featured a lunch hosted by United Power Group, focusing on energy.
- **Tourism Development Council** – The council had their annual workshop late March at which they went over the 2023-2024 marketing plan from Deb Prost, a legislative update from the Texas Hotel and Lodging Association, and 2023-2024 media with Helen Thompson Media. A Photo Contest was held seeking fresh new photographs to be used in web based and print publications as well as large billboard advertising to market Rockport-Fulton. We have received a remarkable array of submissions. Our team is diligently reviewing each submission to identify the most exceptional entries that represent Rockport-Fulton the best.



Chamber Digital Ad Performance

The Chamber digital advertising campaign achieved upwards to 10 million impressions:

- Nearly 800,000 target market representatives saw a Rockport-Fulton Ad (Estimated)
- Almost 100,000 clicks on the ads thus going to the Rockport-Fulton website.

Below are sample CTRs for the three ads that ran thought 2023.

The CTRs ranged and averaged



300x250 Sample
6.67 CTR



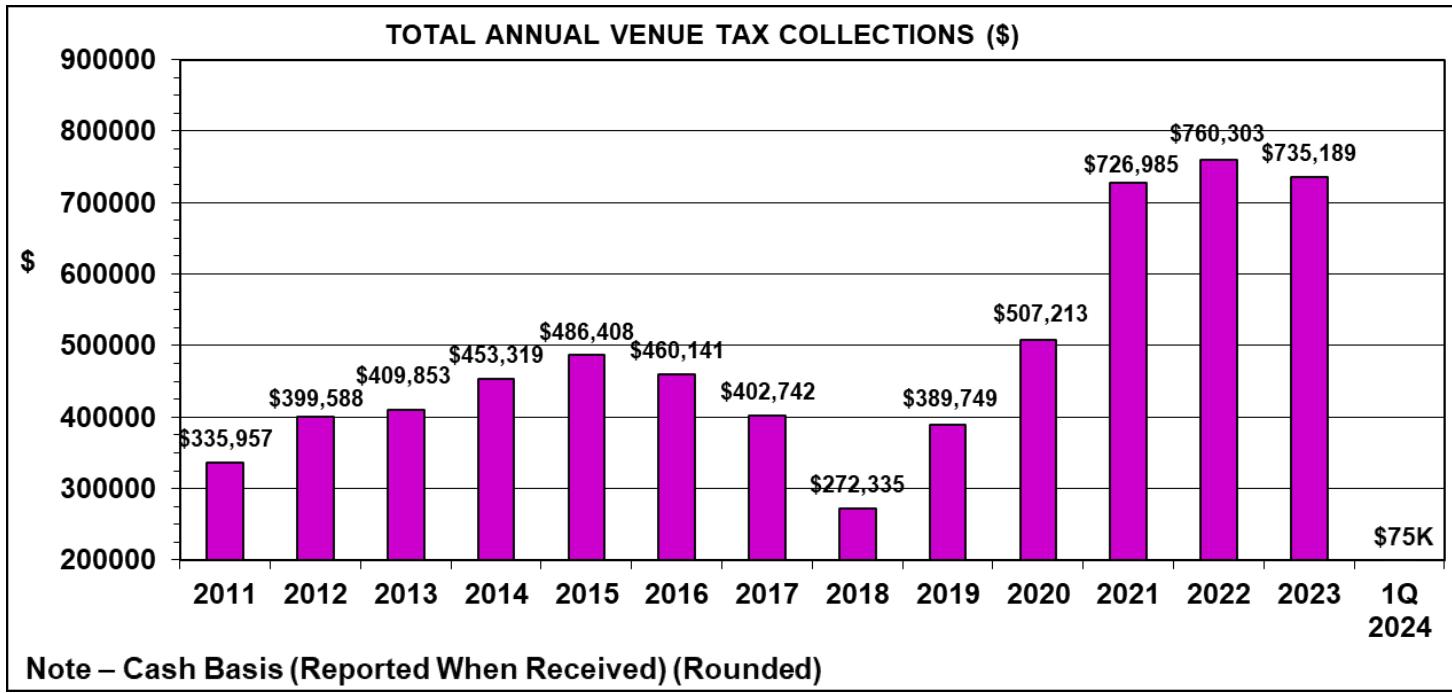
300x250 Sample
9.45 CTR



300x250 Sample
9.37 CTR

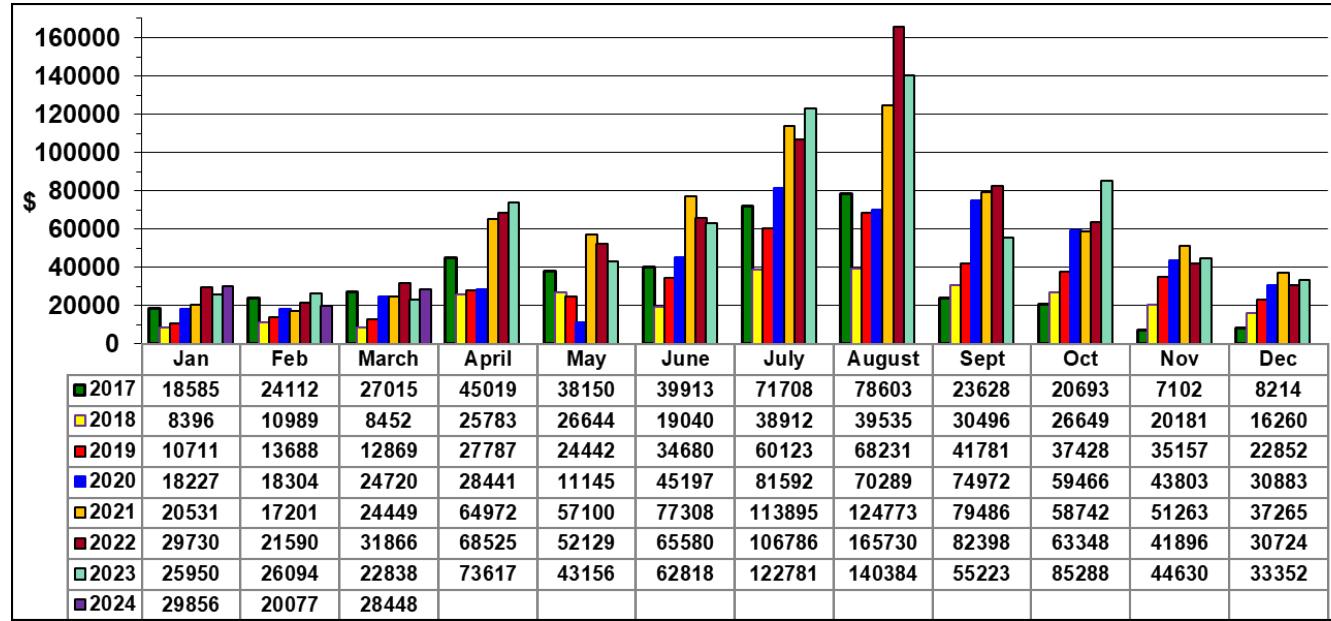
ARANSAS COUNTY ANNUAL VENUE TAX COLLECTIONS (\$)

- At \$760,303 for all of 2022, the Venue Tax was up about 4.5% over the banner year of 2021, which showed a 43% increase over 2020.
- First quarter 2024 is up 5% versus 2023.



Aransas County Venue Tax Collections (\$) By Month From 2017 Forward

- Two out of the first three months of 2024 have exceeded collections vs. 2023., and Jan recorded the highest month ever.
- First quarter 2024 data is up 5% versus 2023, demonstrating a good start to 2024.

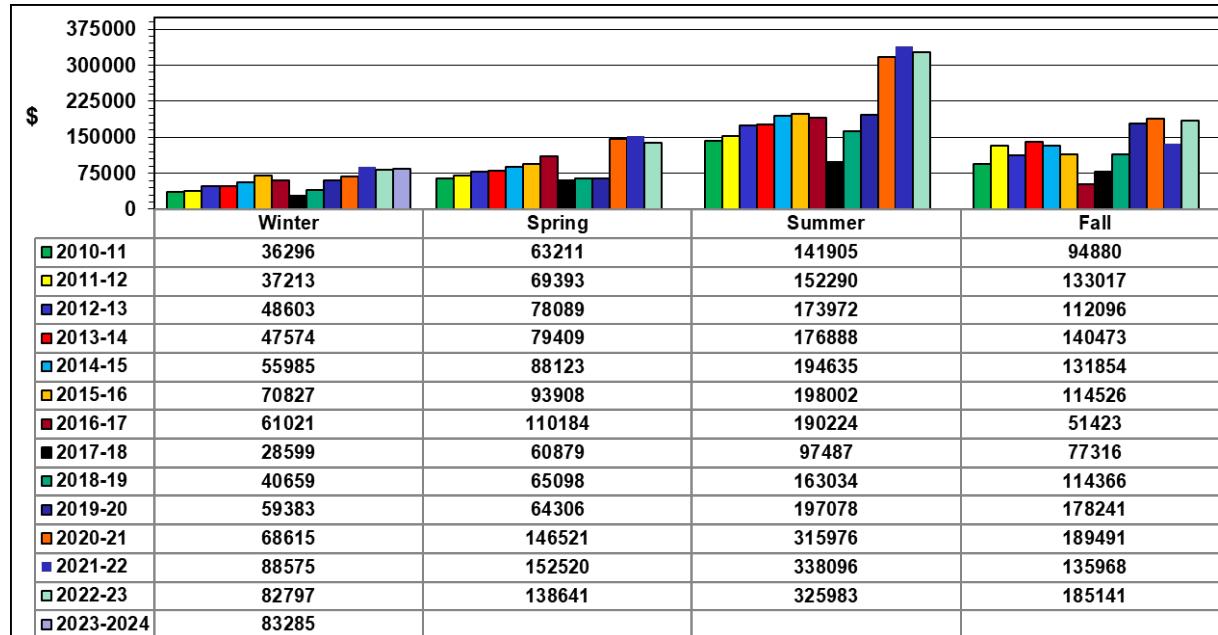


SOURCE: Aransas County Treasurer (Rounded Data)

Aransas County Venue Tax Revenue By Season

(Source: Aransas County)

- When the Venue Tax data is aggregated by tourism seasons, there is linear seasonal growth over time – very significantly in Summer, significantly in Spring, and more gradual in Winter and Fall
- Winter 2023-2024 exceeded the previous season; and is less than the banner 2021-2022 Winter.



Attendance Data Sheet		Jan-24	Feb-24	Mar-24	1st QTR
Visitor Data Distribution					
Outside of 70 miles*		93.04%	94.17%	95.69%	94.30%
Local**		6.96%	5.83%	4.31%	5.70%
Total		100.00%	100.00%	100.00%	100.00%
70+ Miles / Metro Areas					
Austin		2.84%	0.51%	9.80%	4.38%
Dallas / Ft. Worth		0.52%	0.51%	3.92%	1.65%
Houston		0.52%	3.04%	1.57%	1.71%
San Antonio		3.87%	1.52%	8.63%	4.67%
Total major metro areas		7.75%	5.58%	23.92%	12.41%
Tourism from outside of Texas		76.80%	78.99%	49.80%	68.53%
Rural tourism beyond 70 miles		0.77%	0.51%	0.78%	0.68%
Total tourism from beyond 70 miles		85.32%	85.08%	74.50%	84.62%
**Local Visitors < 70 Miles					
Rockport and Fulton		6.19%	4.81%	3.14%	4.71%
Corpus Christi		0.00%	0.51%	0.00%	0.17%
Victoria		0.00%	0.00%	0.39%	0.13%
Rural Areas		0.77%	0.51%	0.78%	0.68%
Total		6.96%	5.83%	4.31%	5.69%

City Council Regular Meeting Agenda Packet May 28, 2024

Visitor Sign-In Log at the Rockport-Fulton Visitor Center



MODEL USING # OF HOTEL ROOMS AS BASE – 4Q 2023

Base = Rockport - Fulton # of Hotel Rooms 4Q 2023

There was an estimated 617,012 "heads in beds" in Q1 2024 for tourism in the Rockport-Fulton area:

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

ASSUMPTIONS FOR THE MODEL:

- Just over 2000 saleable rooms
- Occupancy rate for R-F is about 55%
- Size of travel party averages about 1.8
- Length of stay averaged about 3.2 nights

Thank you!

Shelly Stuart, IOM, President/CEO

Rockport-Fulton Chamber of Commerce
319 Broadway
Rockport, TX 78382

Alyssa Massingill

Tourism Coordinator
Rockport-Fulton Chamber of Commerce
319 Broadway
Rockport, TX 78382



CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 28, 2024

AGENDA ITEM: 5

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, Civiletto 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, Civiletto 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.

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: 6

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

Special Meeting: Monday, May 28, 2024

AGENDA ITEM: 7

Consider the approval on the first reading of Ordinance 1935 amending Code of Ordinances Chapter 94 "Taxation", Article IV "Hotel Occupancy Tax"; to add two additional; Texas Tax Code uses categories repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.

SUBMITTED BY: Shelley Goodwin, City Secretary

APPROVED FOR AGENDA: VRS

BACKGROUND:

The proposed Ordinance comes out of directions from the May 14, 2024, City Council Regular Meeting the City Council discussed the FY2024-2025 Hotel Occupancy Tax Grant Funding to provide directions on proposed changes.

The Tax Code allows for nine Hotel Occupancy Tax categories; however, Rockport adopted an Ordinance narrowing the nine categories to five categories. The City Council discussed the five allowable funding categories and agreed by consensus to add the following two categories:

FISCAL ANALYSIS:

RECOMMENDED ACTION:

Staff recommends approval of the first reading of this ordinance.

ORDINANCE 1935

AN ORDINANCE OF THE CITY OF ROCKPORT AMENDING CODE OF ORDINANCES CHAPTER 94 "TAXATION", ARTICLE IV. "HOTEL OCCUPANCY TAX"; TO ADD TWO ADDITIONAL; TEXAS TAX CODE USES CATEGORIES REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Tax Code authorizes the governing body nine categories of use of Hotel Occupancy Tax Revenue; and

WHEREAS, the City of Rockport amending the Ordinance in 1992 and 2010 amend the wording of its ordinance to provide procedures and categories for the City's Hotel Occupancy Tax Revenue Uses; and

WHEREAS, the City Council recommends amendments to allow more options for the uses of Hotel Occupancy Tax with the intent to bring more tourism to the City and benefit the economy.

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

SECTION 1. AMENDMENT

Section 94-95 Use of Revenue by adding the following Texas Tax Code, Sections 351.101 and 351.014, uses categories:

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall become effective upon adoption on second reading by the Rockport City Council and publication of the Ordinance caption in the official newspaper of the City of Rockport.

PASSED AND APPROVED: First reading this day of , 2024

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

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Art Rodriguez, Jr., City Attorney

CITY COUNCIL AGENDA

Special Meeting: Monday, May 28, 2024

AGENDA ITEM: 8

Deliberate and act on first reading of an Ordinance of the City of Rockport, Texas amending Ordinance No. 1932 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.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

The City of Rockport normally receives Texas Law Enforcement Officer Standards and Education (LEOSE) funds once a year. Per attached letter, a second payment was sent due to an increased contribution coming out of the 88th Legislative session.

FISCAL ANALYSIS:

The Police Department would like to appropriate the additional \$2,322.65 of restricted funds received into a separate budget training account this year.

RECOMMENDED ACTION:

Staff recommends approval of the first reading of this ordinance.

ORDINANCE NO. 1936

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS AMENDING ORDINANCE NO. 1932 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.

WHEREAS, on April 23, 2024, Council approved Ordinance No. 1932 amending the budget for 2023-2024; and

WHEREAS, the City was awarded an additional restricted Law Enforcement Officer Standards and Education (LEOSE) payment; and

WHEREAS, Rockport Police Department wants to appropriate those funds into the current year budget;

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

SECTION 1.

For municipal purposes, to appropriate additional restricted LEOSE monies and amend the General Fund budget I/A/O \$2,322.65.

	<u>FY 21-22 Actual</u>	<u>FY 22-23 Budget</u>	<u>FY 22-23 Projected</u>	<u>FY 23-24 Proposed</u>
General Fund Resources				
Property Taxes	\$ 4,015,913	\$ 4,760,916	\$ 4,705,012	\$ 5,495,959
Other Taxes	3,731,266	3,771,126	3,787,126	3,887,126
Franchise Fees	1,681,685	1,690,880	1,670,215	1,787,000
Licenses & Permits	660,740	671,000	478,525	548,175
Intergovernmental Revenues	239,336	90,500	131,846	85,500
Fines & Fees	154,895	168,000	157,300	161,600
Interest Revenue	13,730	7,500	105,000	105,000
Charges for Services	75,107	111,700	49,250	50,200
Operating Transfers	1,149,067	1,234,618	1,234,618	1,293,443
Event Revenues	3,381	5,000	5,000	5,000
Other Revenues	129,397	106,878	299,465	82,000
Other Revenues - LEOSE/Peace Officer				2,323
Use of Reserves	-	-	830,127	449,352
Use of Reserves - 1st Amendment				1,750
Use of Reserves				102,514
Total Resources	\$ 11,854,517	\$ 12,618,118	\$ 13,453,484	\$ 14,056,942

General Fund Expenditures

Personnel	\$ 6,584,404	\$ 6,886,465	\$ 7,136,670	\$ 7,315,128
Contracts & Services	1,698,730	1,471,560	1,755,885	2,464,568
Damage to Park Fence - 1st Amendment				1,750
Supplies	1,158,628	826,795	683,125	998,155
Travel & Training	137,843	190,450	199,701	202,844
LEOSE Training				2,323
Intergovernmental Transfers	1,686,927	1,772,391	1,786,634	1,280,367
Transfer Out to Construction in Progress				102,514
Maintenance	600,602	878,226	691,855	849,263
Capital Outlay/Project	498,219	324,650	401,038	337,150
Operating Transfers	364,497	267,581	798,576	502,880
Total Expenditures	\$ 12,729,850	\$ 12,618,118	\$ 13,453,484	\$ 14,056,942

Resources Over(Under) Expenditures

\$ (875,333)	\$ (0)	\$ 0	\$ (0)
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SECTION 2.

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

SECTION 3.

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 4.

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

SECTION 2.

This Ordinance shall become effective upon adoption by the second reading by the Rockport City Council.

APPROVED on first reading the 28th day of May 2024.

CITY OF ROCKPORT, TEXAS

Tim Jayroe,
Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED on second reading the 11th day of June 2024.

CITY OF ROCKPORT, TEXAS

Tim Jayroe,
Mayor

ATTEST:

Shelley Goodwin, City Secretary

CITY COUNCIL AGENDA

Special Meeting: Monday, May 28, 2024

AGENDA ITEM: 9

Consider the approval of Resolution 2024-10R declaring certain City property surplus and authorizing the sale of said property to further a public purpose, and establishing an effective date

SUBMITTED BY: Dale Martinets, Fleet Manager

APPROVED FOR AGENDA: VRS

BACKGROUND:

Disposition of Surplus Property.

“Surplus Property” means personal property that exceeds the City needs and is not required for the City’s foreseeable needs.

The City is authorized to dispose of personal property that is found to be surplus by transfer to an approved agency or selling the property by competitive bid or auction, including an Internet auction site.

The City Council of the City of Rockport, Texas hereby declares the property listed in the attached Exhibit A as surplus, authorizes the sale of said property and authorizes the City Manager to execute all necessary document of said property in accordance with the foregoing legislative findings.

FISCAL ANALYSIS:

PROCEEDS OF SALE.

(a) Proceeds from the sale of surplus or salvage property, less the cost of advertising the sale, the cost of selling the surplus or salvage property, including the cost of auctioneer services or assistance from a private vendor, and the amount of the fee collected under shall be deposited to the credit of the general revenue fund of the City.

(b) Proceeds from the sale of surplus and salvage property of the City property relating to the department's duties shall be deposited to the credit of the department.

RECOMMENDED ACTION:

Staff recommends approval of the Resolution.

RESOLUTION NO. 2024 - 10R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SAID PROPERTY TO FURTHER A PUBLIC PURPOSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City has determined that the sale by auction of certain surplus property would be beneficial to the City and serve a public purpose.

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

Section 1. The City Council of the City of Rockport, Texas hereby declares the property listed in the attached Exhibit A as surplus, authorizes the sale of said property and authorizes the City Manager to execute all necessary documents of said property in accordance with the foregoing legislative findings.

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

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

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

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

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

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

PASSED and APPROVED the th day of May 2024.

Tim Jayroe
Mayor

ATTEST:

Shelley Goodwin, TRMC/CMC
City Secretary

EXHIBIT A

**CITY OF ROCKPORT
DISPOSITION OF SURPLUS PROPERTY
AUCTION # **2024 - 01**
AUCTIONEER: PROPERTYROOM.COM
AUCTION DATE:**

PAGE 1

REQUEST DISPOSITION OF SURPLUS PROPERTY BY SALE AT AUCTION

DATE:

REQUESTER: FLEET MANAGER: DALE MARTINETS

APPROVED BY CITY SECRETARY

DALE MARTINETS:

SHELLY GODWIN X:

UTILITY DIRECTOR:

APPROVED BY CITY MANAGER

MIKE DONOHO: _____

VENESSA SHRAUNER X:

Department Name: CITY OF ROCKPORT FLEET DEPT
Pickup Address: 402 E LAUREL ST
ROCKPORT TEXAS 78382
Contact Name: DALE MARTINET



PROPERTYROOM.com

Date: _____

Contact Phone: 361-205-0588

Line #	Year	Make and Model	Vin Number	Min Bid	Miles/Hours	Bar Code Claim Number
1	2012	CHEVY IMPALA		\$1	152,605	
2	2010	FORD F150		\$500	100,612	
3	2007	CHEVY SILVERADO 1500		\$500	142,097	
4	2013	CHEVY SILVERADO 1500		\$500	116,258	
5	2013	CHEVY SILVERADO 1500		\$500	179,233	

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 28, 2024

AGENDA ITEM: 10

Consider the approval of a Construction Change Directive #1 related to the new City Hall project in the amount not to exceed \$124,735.31.

SUBMITTED BY: Kimberly Henry, Assistant to the City Manager

APPROVED FOR AGENDA: VRS

BACKGROUND: The new City Hall project is approximately 88% complete. Due to differing opinions and days requested for the work, it has been suggested to use Construction Change Directives instead of Change Orders to continue the work while we are negotiating the related expenses. A construction change order is a formal amendment to the contract that alters the scope, cost, or schedule of a project, while a change directive is an interim directive that authorizes a change before the details are fully agreed upon.

Below is a summary of the Change Orders with the inclusion of the Change Directive as it is currently presented:

Submitted Bid/Award	\$16,380,000.00	
CO1 - Value Engineering	-\$900,000.00	7/8/2022
Change Order 2	-\$32,175.87	7/14/2022
Change Order 3	-\$25,477.96	2/24/2023
Change Order 4	\$11,648.00	4/28/2023
Change Order 5	\$81,856.24	6/27/2023
Change Order 6	\$10,196.34	8/8/2023
Change Order 7	787.73	10/24/2023
Change Order 8	\$5,584.00	1/23/2024
Change Order 9	\$205,481.56	4/15/24
Change Directive 1	\$124,735.31	pending
Construction Funding:	\$15,862,635.35	

FISCAL ANALYSIS: Because Change Directive #1 is still being negotiated we are not asking for the transfer of funds at this time. Once we have concluded the negotiations, we will bring back a request for transfer of funds.

An overview of project revenue and expenditures to date are attached. It does show a negative \$124,735.31 because of this Change Directive.

RECOMMENDATION: Staff recommends approval of Change Directive #1, as presented.

Capital Improvement Project

DTAP - New City Hall

Revenues

	Status	Notes	Source	Amount	
9%	Pending	LL working on	FEMA	\$1,683,042.73	Revised conservative estimate
4%	Rec'd		Windstorm Bldg	\$132,918.04	(\$569,869.96 rec'd already and removed from calculation)
	Rec'd		Rebuild Texas	\$0.00	(\$20,748 rec'd already and removed from calculation)
60%	Rec'd		2020 Tax Note	\$11,770,000.00	
27%	Rec'd		2022 Tax Note	\$5,385,492.00	
Pending	LL working on		Windstorm Conte	\$170,000.00	estimate
Rec'd			Court Funds	\$15,000.00	
			Transfer from Reserves	\$102,514.27	as of 4/15/24 Council Meeting

Total Revenue: **\$19,258,967.04**

Budget

Comparison

\$19,747,069.73 if we had all of the funds from above)

Expenses

	Category	Contractor	Presented to Council 1/19/22	Contract w/ Change Orders as of 12/1/22	Approved by Council 12/13/22	With Change Orders as of 5/28/24	Spent/ Committed to Date	% of Contract spent/committed
82%	Construction	Teal	\$16,380,000.00	\$15,480,000.00	\$15,480,000.00	\$15,862,635.35	\$13,630,054.27	85.93%
4%	Professional Services	PGAL	\$1,356,706.00	\$616,179.00	\$866,179.00	\$866,179.00	\$857,246.70	98.97%
2%		Broaddus		\$375,000.00	\$475,000.00	\$475,000.00	\$438,798.11	92.38%
6%	A/V & Security	ACS	\$1,000,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$1,050,000.00	95.45%
6%	Soft Costs	Misc	\$1,079,888.00	\$1,079,888.00	\$1,079,888.00	\$1,079,888.00	\$1,006,411.09	93.20%

\$19,816,594.00 **\$17,551,067.00** **\$19,001,067.00** **\$19,383,702.35** **\$16,982,510.17** **87.61%**

	Presented to Council 1/19/22	Contract w/ Change Orders as of 12/1/22	Approved by Council 12/13/22	With Change Orders as of 5/28/24	Spent/ Committed to Date	% of Contract spent/committed

Delta

-\$124,735.31

\$363,367.38

(Delta if we had the funds from above)



Construction Change Directive

PROJECT: (name and address) City of Rockport City Hall 212 N. Live Oak, Rockport, TX 77382	CONTRACT INFORMATION: Contract For: General Construction Date: 5/11/22	CCD INFORMATION: Directive Number: 001 Date: 5/23/24
OWNER: (name and address) City of Rockport 2840 Highway 35N Bypass Rockport, TX 77382	ARCHITECT: (name and address) PGAL, Inc. 3131 Briarpark, Suite 200 Houston, TX 77042	CONTRACTOR: (name and address) Teal Construction 5110-B SH 35 Corpus Christi, TX 78407

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Item No. 1: Proceed with work on CPR #68.2 to provide solid surface transaction counters at the public lobby.

Expected Cost Increase: \$13,234.38
Expected Time Increase: 21

Item No. 2: Proceed with work on CPR #71.2 & RFI 138 regarding the tower interior ceiling. Note the following instructions:

1. Install Thermory ceiling assebmly (1 x 6 Thermory planks on furring strips) directly to underside of concrete roof deck between concrete joists.
2. Install EIFS finish at underside and side of concrete perimeter beams as originally documented. Exposed concrete joists to remain unfinished
3. Install the GFCI receptacle in the northeast stud wall 18" AFF rather than within ceiling.
4. A meeting with the lightning protection subcontractor and Architexas is required to coordinate lightning protection pathways at the tower.

Expected Cost: \$0.00
Expected Time Increase: 0 Days

Item No. 3: Proceed with work on CPR #73 & RFI #150 to provide additional support for masonry work at the 2nd floor loggia slab edge.

Expected Cost Increase: \$4,215.31
Expected Time Increase: 0 Days

Item No. 4: Proceed with work on CPR #74 & Proposal Request #13 to provide spray foam insulation in the attic.

Expected Cost Increase: \$65,372.50
Exptected Time Increase: 115 Days

Item No. 5: Proceed with work on CPR #77 & RFI #146 to add power to the Bradley Omni Deck sink washbar and hand dryers.

Expected Cost Increase: \$36,471.30
Expected Time Increase: 0 Days

Item No. 6: Proceed with work on CPR #80 & RFI 158 for modifying millwork to accommodate the copy machine at R214 workspace.

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User Notes:

(3B9ADA4B)

Expected Cost Increase: \$460.48
Expected Time Increase: 0 Days

Item No. 7: Proceed with work on CPR #81 & RFI #161 to add a stained and finished wood chair rail to the multi-purpose room R147.

Expected Cost Increase: \$2,759.90
Expected Time Increase: 0 Days

Item No. 8: Proceed with work on CPR #82 & RFI #163 to add ceramic tile backsplash at the cabinets in break room R230.

Expected Cost Increase: \$2,221.44
Expected Time Increase: 0 Days

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum increase of \$124,735.31

Unit Price of \$ per

Cost, as defined below, plus the following fee:

(Insert a definition of, or method for determining, cost)

As follows:

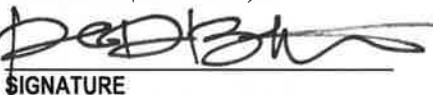
2. The Contract Time is proposed to increase. The proposed adjustment, if any, is 136 days..

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

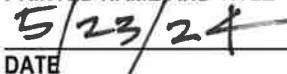
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

PGAL, Inc.
ARCHITECT (Firm name)


SIGNATURE

Paul Bonnette, Principal
PRINTED NAME AND TITLE


5/23/24
DATE

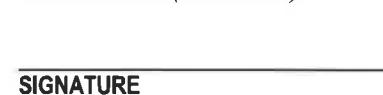
City of Rockport
OWNER (Firm name)


SIGNATURE

PRINTED NAME AND TITLE

DATE

Teal Construction
CONTRACTOR (Firm name)


SIGNATURE
Justin McComb, Director of South
Texas Operations

PRINTED NAME AND TITLE

DATE

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 28, 2024

AGENDA ITEM: 11

Deliberate and act on a request for the approval of the RentalScape Platform contract for the Short Term Rental ID & Monitoring Program for the purpose of performing certain data analytics services to include the registration, management, HOT tax payments, and notifications regarding the City of Rockport Short Term Rental Program.

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

APPROVED FOR AGENDA:VRS

BACKGROUND: The discussion regarding the registration of short term rentals has been ongoing for many months. The Building and Development Department have viewed the RentalScape Platform program and feel it is the best .

The fee for initial registration is \$150.00 which is adequate to cover the cost of the RentalScape Short Term Rental ID & Monitoring Program, which is essential to the success of our STR Program, and staff's time to do site inspections at initial registration with an annual registration renewal fee of \$100.00.

Please see the accompanying Deckard Technologies MSA for more information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of the RentalScape platform contract for the Short Term Rental ID & Monitoring Program for the purpose of performing certain data analytics services to include the registration, management, HOT tax payments, and notifications regarding the City of Rockport Short Term Rental Program.



Client Code:
Email:

RPT - 009 / Localgov
finance3@cityofrockport.com

Localgov Filing Fees							
Date	Description	Fee	Number of Filing	Billing Period	Note	Payment Type	Due To Azavar
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	174	January-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	180	February-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	175	March-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	182	April-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	176	May-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	170	June-23	Filing Fees	Invoiced	\$ -
9/10/2019	Filing Fees as listed in Exhibit A - Statement of Work 2	\$ 8.00	181	July-23	Filing Fees	Forward Billing	\$ 1,448.00

Payment Due to Azavar: \$ 1,448.00

Average monthly filings for reporting STR taxes is estimated
to be 175 reports monthly



Currently, RentalScape is showing close to **1685 live STR listings** in Aransas County. Based on the number of live STR listings, we estimate there are **750+ short-term rental properties** in the City limits of the **City of Rockport**, advertised on one or more platforms.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and the City of Rockport, Texas ("Client"), having its principal offices at 2751 SH 35 Bypass, Rockport, TX 78382.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for one additional period of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. Continuation. This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. Post Termination Obligations. Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. Cooperation. Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. Deckard Personnel. Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. Relationship of the Parties. Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is (a) rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or (c) publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts

of Deckard or its agents; (b) a claim that the Services infringe the intellectual property rights of any third party; and (c) any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. To the greatest extent allowed by law, Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Texas, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Aransas County, Texas.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause. Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other

communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

In the case of Deckard

Thomas Hemmings
Title: CFO
1620 Fifth Ave Suite 400
San Diego, CA 92101

22. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

DocuSigned by:

By: 
04F712E8F9F84B6...

Print Name: Thomas Hemmings

Date: 4/19/2024

Title: CFO

CLIENT

By: _____

Print Name: _____

Date: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and The City of Rockport, TX dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the City of: Rockport in the State of Texas based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1.** Information on STRs currently active in the Designated Geography;
- 1.2.** The aggregate revenue from actively listed bookings;
- 1.3.** The average number of nights booked per reservation;
- 1.4.** The major platforms used by STR hosts;
- 1.5.** Average daily rates;
- 1.6.** Booking trends during the Reporting Period;
- 1.7.** Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1.** Listings or advertisements that do not include an STR permit number;
 - 1.7.2.** Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3.** Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8.** Identify the actively listed STRs by month and address;
- 1.9.** The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10.** List the property owners; and
- 1.11.** List the permit history of each property offering STRs in the Designated Geography.

2. Designated Geography. The City of Rockport, Texas

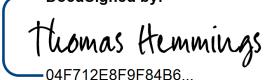
3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.
4. **Fees; Payments.**
 - 4.1. Annual Software Subscription: \$26,250 (compliance monitoring and rental activity based on \$35 per property that is listed in Rentalscape as an identified STR). We approximate 750 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first year. These increases may be reflected in years 2 and beyond.
 - 4.2. Annual Property Identification: \$0 (included in Section 4.1). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in year one. These increases may be reflected in years 2 and beyond.
 - 4.3. Outreach Campaign: \$7,500 Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
 - 4.4. STR Registration/Licensing Portal: \$7,500 annually. Develop and host an online Registration Portal depending on the needs of the City with Stripe payment interface with daily reconciliation to finance.
 - 4.5. Tax Collection Portal: \$7,500 annually. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City with Stripe payment interface with daily reconciliation to finance.
 - 4.6. Optional Expert Services upon Request by the City/County are available at \$250 per hour.
 - 4.7. Maximum Price: In no event will the total subscription fees in the first year exceed \$48,750
 - 4.8. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

DocuSigned by:

By: 
04F712E8F9F84B6...

Print Name: Thomas Hemmings

Date: 4/19/2024

Title: CFO

CLIENT

By: _____

Print Name: _____

Date: _____

Title: _____

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, May 28, 2024

AGENDA ITEM: 12

Monthly Engineer's Report

Hear a report from Urban Engineering on current projects that are underway in the City of Rockport and future projects that are on the horizon.

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

APPROVED FOR AGENDA: VRS

BACKGROUND:

The City Manager has requested a Monthly Report on every second Council Meeting of the month. Urban Engineering will have a representative present to give an update on current projects and answer questions from council.

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: N/A