



City of Rockport
CITY COUNCIL SPECIAL AGENDA
TUESDAY, SEPTEMBER 3, 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 Rockport City Council will hold a Special Meeting on the above-mentioned date, time, and location. The meeting will be held in person at the location mentioned above. The live stream link to view the meeting is <https://www.youtube.com/@rockporttxgov>.

The City Council welcomes citizen participation and comments at all City Council Meetings on any Agenda item or any subject matter.



Written comments submitted by 3:00 p.m. on the day of the meeting.

- i. Complete the Speaker Card – locate the card by scanning the QR Code or online at <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>
- ii. Written Comments received by the deadline will be read.

Sign up in person.

- i. Speaker's cards are located at the entrance of the meeting room and must be delivered to the City Secretary before the meeting begins.
- ii. Any citizen with handouts should provide them to the City Secretary before the meeting. If you wish the City Council to receive your handouts for the meeting, please provide 8 copies; if not, the City Council will receive your handouts the following day.

Rules for Citizen Participation

- i. Speakers will be limited to three minutes.
- ii. 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.

NOTE: Notice is hereby given that 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 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 sgoodwin@rockporttx.gov for further information. Braille is not available.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZENS TO BE HEARD

Speaker participation instructions are provided in writing at the beginning of the agenda. **NOTE:** The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting, and any response to a question posed to the City Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042 has not been posted on the agenda.

IV. FY 2025 BUDGET AND 2024 TAX RATE

The following items are for discussion, direction, consideration, and action.

1. Consider the approval of the first of two readings of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 "Utilities" Article III. "Wastewater Service", Division 4. "Service Charges" by amending wastewater rates for all inside city customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for effective date(s). (Robbie Sorrell, Finance Director)
2. Consider the approval of the first of two readings of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 "Utilities" Article II. "Water Service", Division 3. "Service Charges" by amending water rates and fees for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.
3. Consider the approval of the first of two readings of an Ordinance amending City of Rockport Code of Ordinances Chapter 102, 'Utilities', Article IV. 'Surcharge Revenue Account', by amending Section 102-401 "Surcharge", to increase surcharge fee repealing all ordinances in conflict herewith; providing for severability; and providing an effective date.
4. Consider the approval of the first of two readings of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 "Utilities" Article I. "In General,", sections 102-1, 102-3, 102-7 and 102-9 and Article II. "Water Service," Section 102-28 and adding section 102-15 regarding amending fees and adopting additional fees for utility services, including meter tampering fees; providing for the validity of said ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.
5. Consider the approval of first of two reading of Ordinance 1949 approving the assessment and renditions for the 2024 taxable property as submitted by the Appraisal District; levying a Tax Rate for \$100.00 valuation for the City of Rockport, Aransas County, Texas for the Tax Year 2024 of \$0.235544 for the purpose of Maintenance and Operation, \$0.169750 for the payment of Principal and Interest on Debt of the City for a Total Tax Rate of \$0.405294; providing for a Lien on all Real and Personal Property to secure payment of taxes due thereon; containing a severability clause; repealing all Ordinances and parts thereof in conflict herewith; and providing an effective date.

This Tax Rate will raise more taxes for Maintenance and Operations than last year's Tax Rate.

The Tax Rate will effectively be raised by 14.57 percent and will raise taxes for Maintenance and Operations on a \$100,000 home by approximately \$21.96 (Robbie Sorrell, Finance Director)

V. OTHER BUSINESS

6. Consider the approval of the American Institute of Architects (AIA) Document A104-2017 Agreement between the City of Rockport and DLF Two, Inc. for an amount not to exceed \$61,370.75

VI. ADJOURN

CERTIFICATION

This is to certify that I, Kimberly Henry, posted this Agenda at 4:15 p.m. on August 30, 2024, on the bulletin board of the City of Rockport Service Center, 2751 S. H. 35 Bypass, Rockport, Texas 78382.



Kimberly Henry
Assistant to the City Manager

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 1

Consider the approval of the first of two readings of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 “Utilities” Article III. “Wastewater Service”, Division 4. “Service Charges” by amending wastewater rates for all inside city customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for effective date(s).

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

Chapter 102 of the Code of Ordinances covers the Utilities provided by the City of Rockport. On August 13, 2024, the City of Rockport held a public hearing and heard a presentation from Dan Jackson with Willdan consulting on recommended utility rates and fees for the following five fiscal years.

FISCAL ANALYSIS:

The proposed rate increase will generate the revenue needed to fund the FY 2024-2025, FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029 budgets.

RECOMMENDED ACTION:

Staff recommends approval of the first reading of this Ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 "UTILITIES", ARTICLE III. "WASTEWATER SERVICE", DIVISION 4. "SERVICE CHARGES," SECTIONS 102-266, 102-267, AND 102-269 BY AMENDING WASTEWATER RATES FOR ALL CUSTOMERS; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT SECTIONS 102-266, 102-267, AND 102-269.

Chapter 102 "Utilities", Article III. "Wastewater Service", Division 4 "Service Charges," Sections 102-266, 102-267, and 102-269 of the City's Code of Ordinances are hereby amended to wit:

Sec. 102-266. Wastewater rates inside city limits.

a) *Residential/single-family.* There shall be charged and collected by the city from all residential/single-family customers connected to wastewater utility system inside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 0 to 1,500 gallons, or fractional part thereof, used in any one billing calendar month by any one user, the following sum per month:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
$\frac{3}{4}$	\$25.79	\$28.11	\$30.64	\$33.09	\$35.74	\$38.60
1 or larger	\$29.42	\$32.07	\$34.95	\$37.75	\$40.77	\$44.03

2. For all additional gallons used over 1,500 gallons the sum of \$4.79 for each 1,000 gallons up to 5,000 gallons or fractional part thereof, used in any one monthly billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$5.22	\$5.69	\$6.15	\$6.64	\$7.17

3. For all additional gallons used over 5,000 gallons ~~the sum of \$5.62~~ for each 1,000 gallons ~~up to 15,000 gallons~~ or fractional part thereof, used in any one calendar month, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$6.13	\$6.68	\$7.21	\$7.79	\$8.41

b) *Nonresidential/non-single-family.* There shall be charged and collected by the city from all nonresidential/non-single-family customers connected to wastewater utility system inside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's water usage (in gallons of water).⁵ Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 1,500 gallons, or fractional part thereof, used in any one monthly billing calendar month by any one user, the following sum per month, to wit:

Tap Size (Inches)	MINIMUM CHARGES	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
$\frac{3}{4}$	\$29.64	\$32.31	\$35.22	\$38.03	\$41.08	\$44.36
1	\$37.03	\$40.36	\$44.00	\$47.51	\$51.32	\$55.42
$1\frac{1}{2}$	\$44.46	\$48.46	\$52.82	\$57.05	\$61.61	\$66.54
2	\$59.28	\$64.62	\$70.43	\$76.07	\$82.15	\$88.72
3	\$118.57	\$129.24	\$140.87	\$152.14	\$164.31	\$177.46
4 or larger	\$185.25	\$201.92	\$220.10	\$237.70	\$256.72	\$277.26

2. For all additional gallons used over 1,500 ~~the sum of \$5.44~~ for each 1,000 gallons up to 5,000 or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$5.93	\$6.46	\$6.98	\$7.54	\$8.14

3. For all additional gallons used over 5,000 ~~the sum of \$6.38~~ for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$6.95	\$7.58	\$8.19	\$8.84	\$9.55

Sec. 102-267. Wastewater rates outside city limits.

a) *Residential/single-family.* There shall be charged and collected by the city from all residential/single-family customers connected to wastewater utility system outside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 0 to 1,500 gallons, or fractional part thereof, used in any one billing calendar month by any one user, the following sum per month:

<u>Tap Size</u> <u>(Inches)</u>	<u>MINIMUM</u> <u>CHARGES</u>	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
$\frac{3}{4}$	\$32.70	\$32.70	\$36.77	\$39.71	\$42.89	\$46.32
1 or larger	\$40.84	\$40.84	\$41.94	\$45.30	\$48.92	\$52.84

2. For all additional gallons used over 1,500 gallons ~~the sum of \$5.79~~ for each 1,000 gallons up to 5,000 gallons or fractional part thereof, used in any one monthly billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$5.97	\$6.83	\$7.38	\$7.97	\$8.60

3. For all additional gallons used over 5,000 gallons ~~the sum of \$7.05~~ for each 1,000 gallons ~~up to 15,000 gallons~~ or fractional part thereof, used in any one calendar month, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.05	\$8.01	\$8.65	\$9.35	\$10.09

b) *Nonresidential/non-single-family.* There shall be charged and collected by the city from all nonresidential/non-single-family customers connected to wastewater utility system outside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's water usage (in gallons of water).Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 1,500 gallons, or fractional part thereof, used in any one monthly billing calendar month by any one user, the following sum per month, to wit:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
$\frac{3}{4}$	\$32.69	\$32.69	\$42.26	\$45.64	\$49.29	\$53.23
1	\$40.84	\$40.84	\$52.79	\$57.02	\$61.58	\$66.51
$1\frac{1}{2}$	\$49.03	\$49.03	\$63.39	\$68.46	\$73.94	\$79.85
2	\$65.35	\$65.35	\$84.52	\$91.28	\$98.58	\$106.47
3	\$130.70	\$130.70	\$169.05	\$182.57	\$197.18	\$212.95
4 or larger	\$204.22	\$204.22	\$264.11	\$285.24	\$308.06	\$332.71

2. For all additional gallons used over 1,500 ~~the sum of \$5.95~~ for each 1,000 gallons up to 5,000 or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$5.95	\$7.76	\$8.38	\$9.05	\$9.77

3. For all additional gallons used over 5,000 ~~the sum of \$7.05~~ for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$7.05	\$9.10	\$9.82	\$10.61	\$11.46

Sec 102-269. Rates if not on city water

Any person using the city wastewater utility system, and not connected full-time to its municipal water system shall pay the following monthly charges which said shall be effective on the first billing cycle after October 1 of each year identified below:

a. For locations inside the city limits of the City:

Account Type	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
Residential/ Single Family	\$46.38	\$50.55	\$55.10	\$59.51	\$64.27	\$69.42
Nonresidential/ Non-single family	\$52.79	\$57.54	\$62.72	\$67.74	\$73.16	\$79.01
Commercial operations (carwashes/ laundry), minimum*	\$229.86	\$250.55	\$273.10	\$294.94	\$318.54	\$344.02

b. For locations outside the city limits of the City:

Account Type	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
Residential/ Single Family	\$55.89	\$55.89	\$66.12	\$71.41	\$77.13	\$83.30
Nonresidential/ Non-single family	\$63.58	\$63.58	\$75.26	\$81.28	\$87.79	\$94.81
Commercial operations (carwashes/ laundry), minimum*	\$272.96	\$272.96	\$327.72	\$353.93	\$382.25	\$412.83

* Rate will be determined by the director of public works or his designee by comparing like services to other nonresidential users.

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. Without any Council action, these rates will follow that of the schedule attached.

SECTION 4. FINDINGS.

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

SECTION 5. EFFECTIVE DATE.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS.

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.

Lowell Timothy Jayroe, Mayor

ATTEST:

Shelley Goodwin, TRMC/CMC
City Secretary

CITY OF ROCKPORT
PROPOSED WATER/WASTEWATER RATE SCHEDULE

		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27	Effective Oct-28
City Rate Plan -- Five Year Summary							
<i>Scen: 2024 08 13 Scenario I – Status Quo</i>							
2	Wastewater Monthly Rates and Charges						
WW1	Residential Inside						
	<u>Customer Service Charge</u>						
	3/4"	\$	25.79	\$	28.11	\$	30.64
	1." and Above		29.42		32.07		34.95
	<u>Volume Rate/1,000 Gal</u>						
	1,501	5,000	4.79	5.22	5.69	6.15	6.64
	5,001	15,000	5.62	6.13	6.68	7.21	7.79
WW2	Non-Residential Inside						
	<u>Customer Service Charge</u>						
	1." and Above		29.64		32.31		35.22
	1 1/2"		37.03		40.36		44.00
	2"		44.46		48.46		52.82
	3"		59.28		64.62		70.43
	4" and Above		118.57		129.24		140.87
			185.25		201.92		220.10
	<u>Volume Rate/1,000 Gal</u>						
	1,501	5,000	5.44	5.93	6.46	6.98	7.54
	5,001	Above	6.38	6.95	7.58	8.19	8.84
WW3	Contracted Rate (Town of Fulton)						
	<u>Customer Service Charge</u>						
			3.18		3.47		3.78
	<u>Volume Rate/1,000 Gal</u>						
	-	Above	3.31		3.61		3.93
WW4	Sewer Only (ICL)						
	<u>Customer Service Charge</u>						
	Res. Inside		46.38		50.55		55.10
	Non-Res. Inside		52.79		57.54		62.72
	Comm. Opps. Inside		229.88		250.55		273.10

CITY OF ROCKPORT
PROPOSED WATER/WASTEWATER RATE SCHEDULE

		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27	Effective Oct-28
City Rate Plan -- Five Year Summary							
<i>Scen: 2024 08 13 Scenario I -- Status Quo</i>							
WW5	Residential Outside						
	<u>Customer Service Charge</u>						
		1.1" and Above	32.70 40.84	32.70 40.84	36.77 41.94	39.71 45.30	42.89 48.92
	<u>Volume Rate/1,000 Gal</u>						
		1,501	5,000	5.97	5.97	6.83	7.38
		5,001	15,000	7.05	7.05	8.01	8.65
WW6	Non-Residential Outside						
	<u>Customer Service Charge</u>						
		1.1" and Above	32.69 40.84	32.69 40.84	42.25 52.79	45.84 57.02	49.29 61.58
		1 1/2"	49.03	49.03	63.39	68.46	73.94
		2"	65.35	65.35	84.52	91.28	98.58
		3"	130.70	130.70	169.05	182.57	197.18
		4" and Above	204.22	204.22	264.11	285.24	308.06
	<u>Volume Rate/1,000 Gal</u>						
		1,501	5,000	5.95	5.95	7.76	8.38
		5,001	Above	7.05	7.05	9.10	9.82
Sewer Only (GCL)							
	<u>Customer Service Charge</u>						
		Res. - Outside	55.89	55.89	66.12	71.41	77.13
		Non -Res. Outside	63.58	63.58	75.26	81.28	87.79
		Comm. Opps. Outside	272.96	272.96	327.72	353.93	382.25

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 2

Deliberate and act on first reading of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 “Utilities” Article II. “Water Service”, Division 3. “Service Charges” by amending water rates and fees for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith: and providing for an effective date.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

Chapter 102 of the Code of Ordinances covers the Utilities provided by the City of Rockport. On August 13, 2024 the City of Rockport held a public hearing and heard a presentation from Dan Jackson with Willdan consulting on recommended utility rates and fees for the following five fiscal years.

FISCAL ANALYSIS:

The proposed rate increase will generate the revenue needed to fund the FY 2024-2025, FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029 budgets

RECOMMENDED ACTION:

Staff recommends approval of the first reading of this Ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 "UTILITIES," ARTICLE II. "WATER SERVICE," DIVISION 3. "SERVICE CHARGES," SECTIONS 102-56, 102-57, and 102-58 BY AMENDING WATER RATES FOR ALL CUSTOMERS; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT TO SECTIONS 102-56, 102-57, AND 102-58.

Chapter 102 "Utilities," Article II. "Water Service," Division 3 "Service Charges," Sections 102-56, 102-57, and 102-58 of the City's Code of Ordinances are hereby amended to wit:

Sec. 102-56. - Water rates inside city limits.

(a) There shall be charged and collected by the city from all residential customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customers usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
$\frac{3}{4}$	\$22.52	\$23.42	\$24.12	\$24.85	\$25.34	\$25.85
1	\$27.21	\$28.30	\$29.15	\$30.02	\$30.62	\$31.23
$1\frac{1}{2}$	\$50.39	\$52.41	\$53.98	\$55.60	\$56.71	\$57.84
2	\$78.24	\$81.37	\$83.81	\$86.33	\$88.05	\$89.81
3	\$152.51	\$158.61	\$163.37	\$168.27	\$171.64	\$175.07
4 or larger	\$236.07	\$245.51	\$252.88	\$260.46	\$265.67	\$270.99

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$6.04 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:.

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$6.28	\$6.47	\$6.66	\$6.80	\$6.93

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, ~~the sum of \$7.08 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.36	\$7.58	\$7.81	\$7.97	\$8.13

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, ~~the sum of \$8.04 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$8.36	\$8.61	\$8.87	\$9.05	\$9.23

(b) There shall be charged and collected by the city from all commercial customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customer's usage (in gallons of water).~~said rates~~, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, ~~the following sum per cycle. shall be effective on the first billing cycle after October 1 of each year identified below:~~

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
$\frac{3}{4}$	\$23.91	\$24.87	\$25.61	\$26.38	\$26.91	\$27.45
1	\$28.89	\$30.05	\$30.95	\$31.88	\$32.51	\$33.16
$1\frac{1}{2}$	\$53.50	\$55.64	\$57.31	\$59.03	\$60.21	\$61.41
2	\$83.07	\$86.39	\$88.98	\$91.65	\$93.49	\$95.36
3	\$161.93	\$168.41	\$173.46	\$178.66	\$182.24	\$185.88
4 or larger	\$250.66	\$260.69	\$268.51	\$276.56	\$282.09	\$287.74

(2) If applicable, for all additional gallons used over 1,501 to 10,000, ~~the sum of \$6.41 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$6.67	\$6.87	\$7.07	\$7.21	\$7.36

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, ~~the sum of \$7.51 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.81	\$8.04	\$8.29	\$8.45	\$8.62

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, ~~the sum of \$8.54 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$8.88	\$9.15	\$9.42	\$9.61	\$9.80

Sec. 102-57 Wholesale Water Rates (Copano Cove)

There shall be charged and collected by the city from all contracted resale customers, ~~the sum of \$6.93 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:~~

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.21	\$7.42	\$7.65	\$7.80	\$7.96

Sec. 102-58 Water rates outside city limits.

(a) There shall be charged and collected by the city from all customers of water supplied by the city outside its city limits, including customers residing within the Town of Fulton city limits, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water). ~~Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after~~

October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
$\frac{3}{4}$	\$29.95	\$29.95	\$29.95	\$29.95	\$30.41	\$31.02
1	\$36.21	\$36.21	\$36.21	\$36.21	\$36.75	\$37.48
$1\frac{1}{2}$	\$67.62	\$67.62	\$67.62	\$67.62	\$68.05	\$69.41
2	\$104.68	\$104.68	\$104.68	\$104.68	\$105.66	\$107.78
3	\$204.36	\$204.36	\$204.36	\$204.36	\$205.96	\$210.08
4 or larger	\$316.45	\$316.45	\$316.45	\$316.45	\$318.81	\$325.18

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

October 2024	October 2025	October 2026	October 2027	October 2028
\$8.16	\$8.16	\$8.16	\$8.16	\$8.32

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$9.59 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

October 2024	October 2025	October 2026	October 2027	October 2028
\$9.59	\$9.59	\$9.59	\$9.56	\$9.75

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$10.90 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

October 2024	October 2025	October 2026	October 2027	October 2028
\$10.90	\$10.90	\$10.90	\$10.86	\$11.08

(b) There shall be charged and collected by the city, for all commercial customers of water supplied by the city outside its city limits, as now or hereafter established, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
$\frac{3}{4}$	\$29.95	\$29.95	\$29.95	\$29.95	\$32.29	\$32.94
1	\$36.21	\$36.21	\$36.21	\$36.21	\$39.02	\$39.80
$1\frac{1}{2}$	\$67.62	\$67.62	\$67.62	\$67.62	\$72.25	\$73.70
2	\$104.68	\$104.68	\$104.68	\$104.68	\$112.18	\$114.43
3	\$204.36	\$204.36	\$204.36	\$204.36	\$218.68	\$223.06
4 or larger	\$316.45	\$316.45	\$316.45	\$316.45	\$338.51	\$345.28

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

October 2024	October 2025	October 2026	October 2027	October 2028
\$8.16	\$8.16	\$8.16	\$8.66	\$8.83

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$9.59 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

October 2024	October 2025	October 2026	October 2027	October 2028
\$9.59	\$9.59	\$9.59	\$10.14	\$10.34

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$10.90 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

<u>October 2024</u>	<u>October 2025</u>	<u>October 2026</u>	<u>October 2027</u>	<u>October 2028</u>
\$10.90	\$10.90	\$10.90	\$11.53	\$11.76

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. Without any Council action, these rates will follow that of the schedule attached.

SECTION 4. FINDINGS.

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

SECTION 5. EFFECTIVE DATE.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS.

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.

Lowell Timothy Jayroe, Mayor

ATTEST:

Shelley Goodwin, TRMC/CMC
City Secretary

CITY OF ROCKPORT
PROPOSED WATER/WASTEWATER RATE SCHEDULE

		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27	Effective Oct-28
City Rate Plan -- Five Year Summary							
<i>Scen: 2024 08 13 Scenario I – Status Quo</i>							
1 Water Monthly Rates and Charges							
W1	Residential Inside						
<u>Customer Service Charge</u>							
	3/4"	\$	22.52	\$	23.42	\$	24.12
	1"		27.21		28.30		29.15
	1 1/2"		50.39		52.41		53.98
	2"		78.24		81.37		83.81
	3"		152.51		158.61		163.37
	4"		236.07		245.51		252.88
	6"		236.07		245.51		252.88
<u>Volume Rate/1,000 Gal</u>							
	1.501	10,000	6.04		6.28		6.47
	10,001	15,000	7.08		7.36		7.58
	15,001	Above	8.04		8.36		8.61
W2	Commercial Inside						
<u>Customer Service Charge</u>							
	3/4"	\$	23.91	\$	24.87	\$	25.61
	1"		28.89		30.05		30.95
	1 1/2"		53.50		55.64		57.31
	2"		83.07		86.39		88.98
	3"		161.93		168.41		173.46
	4"		250.66		260.69		268.51
	6"		250.66		260.69		268.51
<u>Volume Rate/1,000 Gal</u>							
	1.501	10,000	6.41		6.67		6.87
	10,001	15,000	7.51		7.81		8.04
	15,001	Above	8.54		8.88		9.15

CITY OF ROCKPORT
PROPOSED WATER/WASTEWATER RATE SCHEDULE

		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27	Effective Oct-28	
City Rate Plan -- Five Year Summary								
<i>Scen: 2024 08 13 Scenario I – Status Quo</i>								
W5	Residential Outside							
	Customer Service Charge							
	3/4"	\$	29.95	\$	29.95	\$	29.95	\$
	1"		36.21		36.21		36.21	
	1 1/2"		67.62		67.62		67.62	
	2"		104.68		104.68		104.68	
	3"		204.36		204.36		204.36	
	4"		316.45		316.45		316.45	
	6"		316.45		316.45		316.45	
	Volume Rate/1,000 Gal							
	1,501	10,000	8.16	8.16	8.16	8.16	8.16	8.32
	10,001	15,000	9.59	9.59	9.59	9.59	9.56	9.75
	15,001	Above	10.90	10.90	10.90	10.90	10.86	11.08
W6	Commercial Outside							
	Customer Service Charge							
	3/4"	\$	29.95	\$	29.95	\$	29.95	\$
	1"		36.21		36.21		36.21	
	1 1/2"		67.62		67.62		67.62	
	2"		104.68		104.68		104.68	
	3"		204.36		204.36		204.36	
	4"		316.45		316.45		316.45	
	6"		316.45		316.45		316.45	
	Volume Rate/1,000 Gal							
	1,501	10,000	8.16	8.16	8.16	8.16	8.66	8.83
	10,001	15,000	9.59	9.59	9.59	9.59	10.14	10.34
	15,001	Above	10.90	10.90	10.90	10.90	11.53	11.76
W7	Copano Cove Water Co.							
	Volume Rate/1,000 Gal							
	Above		6.93		7.21		7.42	
								7.65
								7.80
								7.96

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 3

Consider the approval of the first of two readings of an Ordinance amending City of Rockport Code of Ordinances Chapter 102, 'Utilities', Article IV. 'Surcharge Revenue Account', by amending Section 102-401 "Surcharge", to increase surcharge fee repealing all ordinances in conflict herewith; providing for severability; and providing an effective date.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND: Utility Bill Surcharge funds are collected from utility customers and distributed to the three Aransas County volunteer fire departments at the end of each fiscal year. The Chapter 102, Article IV of the Code of Ordinances prescribes that Rockport Volunteer Fire Department (RVFD) and Fulton Volunteer Fire Department (FVFD) receive 77 and 23 percent, respectively, of the surcharge and that Lamar Volunteer Fire Department (LVFD) receive the amount collected from customers (who are gas only) in Lamar. The City of Rockport, Texas retains a 2 percent fee to help offset donation collection and disbursement costs.

The surcharge donation is currently \$2.00 per utility bill and \$.27 cents for each space, room, apartment, condominium, or like served by the wholesale customer. The increase would be effective September 15, 2023, and reflected on November 1, 2024, bills.

FISCAL ANALYSIS:

A one dollar increase in the per connection charge is budgeted to collect an additional \$137,000 in 2024-2025 to help fund Volunteer Fire department purchases of gear and equipment.

Per Utility Billing documents, the number of Fire Funds billed are as follows:

Date:	Count:
July 2022	9,881
July 2023	10,029
July 2024	10,105

While the count has continued to increase, the percentage has slowed from 1.5% to .75%.

Per Council request, a note about the purpose of the Fire Fund was included in the last billing.

RECOMMENDED ACTION: Staff recommends approval of this first reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING CODE OF ORDINANCES, CITY OF ROCKPORT, TEXAS, CHAPTER 102, ENTITLED "UTILITIES," ARTICLE IV., ENTITLED "SURCHARGE REVENUE ACCOUNT," TO INCREASE FEE AND TO APPLY THE FEE ON A VOLUNTARY BASIS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 102, entitled "Utilities", Article IV., entitled "Surcharge Revenue Account", is hereby amended to amend Sections 102-400, 102-401, and 102-404 of the Rockport Code of Ordinances, to wit:

Sec. 102-400. Authorization.

A special account titled municipal utility bill surcharge revenue account shall be established and maintained by the city for the purpose of collecting a voluntary monthly surcharge on ~~all~~ municipal utility bills. Each utility customer may opt out of the said voluntary monthly surcharge.

Sec. 102-401. Surcharge.

- (a) Single unit customer. The voluntary surcharge in the amount of \$23.00 per municipal utility bill per month is hereby established for each non-wholesale /non-multi-unit single unit customer.
- (b) Multi-unit customer. The voluntary surcharge in the amount of \$23.00 for each meter connection, plus \$0.27 for each space, room, apartment, condominium or like multiple units, per municipal utility bill per month, is hereby established for each non-single unit/non-wholesale multi-unit customer. Multi-unit customers shall include but are not limited to R.V. parks, apartments, condominiums, hotels/motels, and shopping centers.
- (c) Wholesale customer. The voluntary surcharge per municipal utility bill per month is hereby established for each wholesale customer in an amount equal to the sum of \$23.00 per each single unit served, plus \$.27 for each space, room, apartment, condominium or like multiple units served by the wholesale customer. Wholesale customers shall include all contracted resale customers being charged the wholesale water rate.

Sec. 102-404. Penalties: Failure to expend properly.

Should any fire department misuse the funds allocated to them under this article the council shall have the option of:

- (1) Requiring a repayment of a like amount to the municipal utility bill surcharge revenue account;
- (2) Deducting a like amount from the next annual disbursement, with the funds remaining in the municipal utility bill surcharge revenue account; or
- (3) Deducting a like amount from the next annual disbursement and adding that amount to the disbursement to the other volunteer fire department.

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.

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

Section 6. This Ordinance shall become effective upon adoption by second and final reading. Rates to become effective September 15, 2024, and reflected on the November 1, 2024, billing.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKPORT, TEXAS.**

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.

Lowell Timothy Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 4

Consider the approval of the first of two readings of an Ordinance amending the City of Rockport Code of Ordinances, Chapter 102 “Utilities” Article I. “In General,”, sections 102-1, 102-3, 102-7 and 102-9 and Article II. “Water Service,” Section 102-28 and adding section 102-15 regarding amending fees and adopting additional fees for utility services, including meter tampering fees; providing for the validity of said ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

Chapter 102 of the Code of Ordinances covers the Utilities provided by the City of Rockport. On August 13, 2024, the City of Rockport held a public hearing and heard a presentation from Dan Jackson with Willdan consulting on recommended utility fees to cover costs.

FISCAL ANALYSIS:

The proposed fee increase will generate the revenue needed to help offset the expenses built into the FY 2024-2025 budget. Please remember that many of these new fees (attached to this agenda) are still below what it costs Rockport to respond to individual events/requests throughout the year.

RECOMMENDED ACTION:

Staff recommends approval of the first reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 “UTILITIES”, ARTICLE I. “IN GENERAL”, SECTIONS 102-1, 102-3, 102-7 AND 102-9 AND ARTICLE II. “WATER SERVICE,” SECTION 102-28 AND ADDING SECTION 102-15 REGARDING AMENDING FEES AND ADOPTING ADDITIONAL FEES FOR UTILITY SERVICES, INCLUDING METER TAMPERING FEES; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT TO SECTIONS 102-1, 102-3, 102-7, 102-9, and 102-28.

Chapter 102 “Utilities”, Article I. “In General,” Sections 102-1, 102-3, 102-7, and 102-9 and Article II. “Water Service,” Section 102-28 of the City’s Code of Ordinances are hereby amended to wit:

Sec. 102-1. Deposit to ensure payment, refund.

(a) *Deposits.* A city utility service customer must deposit with the city, as security for the payment of utility bills owing and to become owing, and as security also for the performance of all other obligations of the customer, a minimum deposit of one hundred fifty seventy dollars (\$150.00 170.00) for residential and seven hundred eighty dollars (\$700.00 780.00) for commercial customers. The minimum deposit may be increased, at the city manager's or their designee's discretion for unusual circumstances. Unusual circumstances include but are not limited to payment and disconnection history with the city, larger than standard utility connections, and excessive consumption of utility services resulting in higher than average utility bills.

(b) *Refund.* Refunds of deposits made for utility service shall be made upon the termination of such utility service only after payment of all indebtedness to the city for such utility service. Application of the deposit may be made in partial or total settlement of accounts when the supply is cut off for nonpayment of the bill, or for any infraction or violation of any ordinance, rule or regulation of the city relative to utility services offered by the city.

Sec. 102-3. Disconnection of service for nonpayment, reconnect fees.

If any person shall fail to pay such utility charge when due, a past due notice will be sent to the customer, and such default shall continue for a period of ten days or more, the city shall have the right to disconnect all municipal utility service, from the building whose owner or occupant has so defaulted; and if such service is so disconnected for nonpayment

of the utility charge when due, the city shall charge and collect, before any reconnection of any municipal utility service is made, or service resumed, the cash sum of \$2560.00 reconnection fee, in addition to all sums in arrears. The reconnect fee is \$37.5085.00 after regular working hours. The reconnect fee includes costs of processing the delinquent account and consequently water, sewer and natural gas services subject to disconnection shall be charged the reconnect fee regardless of whether or not the services are physically disconnected.

Sec. 102-7. Non-sufficient fund (NSF) fee.

All items returned to the city unpaid will be assessed an NSF fee of \$25.0030.00. If services are disconnected to insure collection of unpaid items, a reconnection fee will also be added.

Sec. 102-9. Requested turn-on or turn-off; service charge; meter lock.

- (a) A service charge of \$25.0060.00 will be made each time a customer requests a turn-on of a municipal utility service. The requested turn-on will be made only during regular business hours.
- (b) No A service charge of \$60.00 shall apply to a turn-off of municipal utility service. The requested turn-off will be made during regular business hours.
- (c) This section shall not apply when a customer or anyone acting on their behalf performs an unauthorized turn-on or turn-off of a municipal utility service.
- (d) A service charge of \$50.00 will be charged for each trip to a utility customer at the request of the customer.
- (e) Every service visits the requires disconnection and locking of a meter shall incur a service fee of \$60.00 per locking event.

Sec. 102-28. Tampering with or injuring waterworks property; tampering fee; theft of service; damage indemnification.

- (a) It shall be unlawful for any person not authorized by the city to tamper with or alter any part of the waterworks, wastewater system, or any meter up to and including the tamper tag. Any person found tampering with waterworks, wastewater system, or any meter property is subject to a \$50.00100.00 tampering fee in addition to any state law that may apply.
- (b) If theft of service has occurred, the actual costs of service shall be assessed against the property owner or service customer for the property.
- (c) If anyone tampers, harms, affects, destroys, or harms the City's waterworks, wastewater system, or any meter, the actual cost of replacement and repair shall be assessed by the applicable property owner or service customer for the property.

SECTION 2. ADDING SECTIONS 102-15.

Chapter 102 “Utilities”, Article I. “In General,” is hereby amended by adding Section 102-15 of the City’s Code of Ordinances to read as follows:

Sec. 102-15. Meter Tampering Fees.

In addition to any criminal or civil penalties assessed, when a customer’s meter has been tampered with, a tampering fee of \$100.00 shall be charged to the customer’s account, and a lock-out fee of \$60.00 may also be charged. The customer will be charged for the cost of the meter if the meter is damaged during tampering or bypassing.

SECTION 3. REPEALER.

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

SECTION 4. SEVERABILITY.

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose. Without any Council action, these rates will follow that of the schedule attached.

SECTION 5. FINDINGS.

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

SECTION 6. EFFECTIVE DATE.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKPORT, TEXAS.

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.

Lowell Timothy Jayroe, Mayor

ATTEST:

Shelley Goodwin, TRMC/CMC
City Secretary

Recommended Utility User Fees



Utility User Fees		
#	Description	Current Fee/Charge
1	Meter Connects	25.00
2	Meter Reconnects	25.00
3	Meter Reconnects - After Hours	37.50
New	Meter Disconnects	0.00
4	Deposits - Residential	150.00
5	Deposits - Commercial	700.00
6	NSF Fees	25.00
7	Meter Tempering Fees	50.00
8	Trip Charges	25.00
9	Theft of Services	at cost
10	Damage Indemnification	at cost
11	Meter Lock Fee	25.00

Full Cost	Suggested Fee	Fee Δ	Cost Recovery
\$62.11	\$60.00	\$35	97%
\$62.11	\$60.00	\$35	97%
\$87.96	\$85.00	\$48	97%
\$62.11	\$60.00	\$60	97%
\$172.44	\$170.00	\$20	99%
\$783.66	\$780.00	\$80	100%
\$53.76	\$30.00	\$5	56%
\$96.82	\$100.00	\$50	103%
\$62.11	\$50.00	\$25	81%
NA	At Cost	NA	NA
NA	At cost	NA	NA
\$62.11	\$60.00	\$35	97%

CITY COUNCIL AGENDA

Special Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 5

Consider the approval of the first of two readings of an Ordinance of the City of Rockport approving the assessment and renditions for the 2024 taxable property as submitted by the Appraisal District; levying a tax rate for \$100.00 valuation for the City of Rockport, Aransas County, Texas, for the Tax Year 2024 of \$.235544 for the purposes of Maintenance and Operations, \$.169750 for the payment of principal and interest on debt of the City, and that the property tax rate increased by the adoption of a tax rate of \$.405294 which is effectively a 14.57% increase in the tax rate; providing for a lien on all real and personal property to secure payment of taxes due thereon; containing a severability clause; repealing all ordinances and parts thereof in conflict herewith; and providing an effective date.

This tax rate will raise more taxes for maintenance and operations than last year's tax rate.

The tax rate will effectively be raised by 14.57% and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$21.96.

SUBMITTED BY: Robbie Sorrell, Director of Finance

APPROVED FOR AGENDA: VRS

BACKGROUND:

The Rockport City Council adopts the appropriate ad valorem tax rate annually in order for the City to maintain operations and support debt service.

The FY 2024-2025 proposed ad valorem tax rate is the Voter Approved Tax Rate and is sufficient to maintain operations and support debt service.

State law requires a taxing unit's governing body to vote on a tax rate by a record vote, even if the rate is the No-New-Revenue Tax rate or below the No-New-Revenue Tax rate and 60% of more of the governing body must vote in favor of the adoption of the tax rate.

The motion to adopt the tax rate is specific:

I move that the property tax rate be increased by the adoption of a tax rate of \$.405294, which is effectively a 14.57 percent increase in the tax rate.

The votes for both readings are recorded.

FISCAL ANALYSIS:

The presented 2024 ad valorem tax rate is sufficient to maintain maintenance and operations and fund debt service principal and interest payments in FY 2024-2025.

RECOMMENDED ACTION:

Staff recommends approval of the first reading of the Ordinance.

ORDINANCE NO. 1949

AN ORDINANCE APPROVING THE ASSESSMENT AND RENDITIONS FOR THE 2024 TAXABLE PROPERTY AS SUBMITTED BY THE APPRAISAL DISTRICT; LEVYING A TAX RATE FOR \$100.00 VALUATION FOR THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS FOR THE TAX YEAR 2024 OF \$0.235544 FOR THE PURPOSE OF MAINTENANCE AND OPERATION, \$0.169750 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON DEBT OF THE CITY FOR A TOTAL TAX RATE OF \$0.405294; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 14.57 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$21.96.

WHEREAS, the City Council of Rockport, Texas is considering approving and adopting a Budget for the operations and debt service for the City for Fiscal Year 2024-2025); and

WHEREAS, the aforesaid Ordinance anticipates the required levy of an *ad valorem* tax on all taxable property in the City of Rockport; and

WHEREAS, the Chief Appraiser of Aransas County Tax Appraisal District has prepared and certified the appraisal roll for the City of Rockport, Texas, that roll being that portion of the approved appraisal roll of the Aransas County Tax Appraisal District which lists property taxable by the City of Rockport, Texas; and

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2024-2025; and

WHEREAS, the City has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2024-2025.

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

Section 1: There is hereby levied for the FY 2024-2025 upon all real property situated within the corporate limits of the City of Rockport, Texas, and upon all personal property which was owned within the corporate limits of the City of Rockport, Texas, on January 1, 2024, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of \$0.405294 on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

- a)** An *ad valorem* tax rate of \$0.235544 on each \$100 of assessed valuation of all taxable property is hereby levied for general City purposes and to pay the current operating expenses of the City of Rockport, Texas, for the fiscal year ending September 30, 2025, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Rockport, Texas.
- b)** An *ad valorem* tax rate of \$0.169750 on each \$100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Rockport, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the general Debt Service Fund of the City of Rockport, Texas, for the fiscal year ending September 30, 2025.

Section 2: The City of Rockport shall have lien on all taxable property located in the City of Rockport to secure the payment of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

Section 3: Taxes are payable in Rockport, Texas at the Office of the Tax Assessor Collector of Aransas County, Texas. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4: The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section 5: Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6: This Ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

Section 7: All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Rockport City Code not in conflict herewith shall remain in full force and effect.

Section 8: The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the City under any section or provision of any ordinances at the time of passage of this Ordinance.

APPROVED on first reading on the 3rdth day of September 2024, by roll call vote as follows:

FOR MOTION:

AGAINST MOTION:

APPROVED and PASSED on second and final reading the 10th day of September 2024 by roll call vote as follows:

FOR MOTION:

AGAINST MOTION:

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

CITY COUNCIL AGENDA

Special Meeting: Tuesday, September 3, 2024

AGENDA ITEM: 6

Consider the approval of the American Institute of Architects (AIA) Document A104-2017 Agreement between the City of Rockport and DLF Two, Inc. for an amount not to exceed \$61,370.75.

SUBMITTED BY: Kimberly Henry, Assistant to the City Manager

APPROVED FOR AGENDA: VRS

BACKGROUND: The new City Hall will have internet access through a specified provider. At the City Council Meeting of May 9, 2023, the staff presented a new scope of work for an underground fiber project to connect our existing Fiber system that currently ends at the Public Safety Center and the County Detention Center to include the new facilities of City Hall, County Community Center, and the County Courthouse to the Radio Tower. This will provide an inner loop back to the Radio Tower and thereby the Public Safety Center.

The original scope of work was to involve Teal Construction to install the conduit and hire another party to install the fiber. The revised scope of work is to join with the County to hire DLF to install both the conduit and the fiber with their respective subcontractors.

At the May 2023 meeting it was anticipated the construction cost to be no more than \$20,000 with the expectation that at least one piece of the connections would be overhead. With us putting all fiber underground and due to the environment including multiple utilities (water, wastewater, gas, electricity, internet, and drainage) in that area, it was determined that a hydro excavation would be necessary and the city's cost share of the project will now be \$61,370.75.

FISCAL ANALYSIS: The approval of funds in May 2023 were to be paid from existing Soft Costs for the city hall project. There are still sufficient funds within the Soft Costs line item to support this action without additional funds from another source.

RECOMMENDATION: Staff recommend approval of the American Institute of Architects (AIA) Document A104-2017 Agreement between the City of Rockport and DLF Two, Inc. for an amount not to exceed \$61,370.75.


AIA® Document A105® – 2017
Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Thirtieth day of August in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Rockport, Texas
 2751 Hwy 35 Byp.
 Rockport, TX 78382
 361-729-2213

and the Contractor:
(Name, legal status, address and other information)

DLF Two, Inc., dba DLF Texas
 1321 Glenoak Dr.
 Corpus Christi, TX 78418
 (361) 937-9300

for the following Project:
(Name, location and detailed description)

Aransas County DTA - Rockport City Hall
 Rockport, TX 78382
 Aransas County DTA – Rockport City Hall Fiber Optic and Conduit Installation

Provide (1) OSP OS2 48 strand fiber optic cable and all associated conduit, required excavation/boring and associated appurtenances from City Hall MDF room to Detention Center IDF room termination point. Provide (1) OSP OS2 24 strand fiber optic cable and all associated conduit, required excavation/boring and associated appurtenances from City Hall MDF room to Community Building MDF room.

The Architect:
(Name, legal status, address and other information)

PGAL
 3131 Briarpark Drive Suite 200
 Houston, TX 77042
 713.622.1444

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 10-13-2023, and enumerated as follows:

Drawings:

Number	Title	Date
MEPR1.01	MEP Site Plan – City Hall	10-13-2023
TR1.01	Fiber Riser Diagram – City Hall	10-13-2023

Specifications:

Section	Title	Pages
Section 271300	Outside Plant	12
	Communications Backbone	
	Cabling	

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
None		

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

None

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

09-06-2024

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than Thirty (30) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Sixty-One Thousand Three Hundred Seventy Dollars and Seventy-Five Cents (\$ 61,370.75)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
All Portions of the Work	\$61,370.75

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Provided the Contractor submits the pay application no later than the last day of the month, the Owner shall pay the Contractor by the end of the following month.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

2.00 % monthly

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and One Million Dollars and Zero Cents (\$ 1,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and Five Million Dollars and Zero Cents (\$ 5,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
None	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide

coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

email to acting representatives for each company

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In

such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the

Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to

either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

None

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

BY: Mayor Timothy Jayroe

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Art Ramirez

(Printed name and title)

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:54:57 CDT on 08/30/2024.

Changes to original AIA text

PAGE 2

Number	Title	Date
<u>MEPR1.01</u>	<u>MEP Site Plan – City</u>	<u>10-13-2023</u>
<u>TR1.01</u>	<u>Hall</u> <u>Fiber Riser Diagram –</u> <u>City Hall</u>	<u>10-13-2023</u>

PAGE 3

Section	Title	Pages
<u>Section 271300</u>	<u>Outside Plant</u> <u>Communications Backbone</u> <u>Cabling</u>	<u>12</u>
Number	Date	Pages
<u>None</u>		
Portion of the Work	Value	
<u>All Portions of the Work</u>	<u>\$61,370.75</u>	
Item	Price	
<u>None</u>		

PAGE 4

Item	Units and Limitations	Price per Unit (\$0.00)
<u>None</u>		
<u>Coverage</u> <u>None</u>	<u>Limits</u>	

Variable Information

PAGE 1

AGREEMENT made as of the Thirtieth day of August in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

City of Rockport, Texas

2751 Hwy 35 Byp.
Rockport, TX 78382

361-729-2213

DLF Two, Inc., dba DLF Texas

1321 Glenoak Dr.
Corpus Christi, TX 78418

(361) 937-9300

Aransas County DTA - Rockport City Hall

Rockport, TX 78382

Aransas County DTA – Rockport City Hall Fiber Optic and Conduit Installation

Provide (1) OSP OS2 48 strand fiber optic cable and all associated conduit, required excavation/boring and associated appurtenances from City Hall MDF room to Detention Center IDF room termination point. Provide (1) OSP OS2 24 strand fiber optic cable and all associated conduit, required excavation/boring and associated appurtenances from City Hall MDF room to Community Building MDF room.

PGAL

3131 Briarpark Drive Suite 200
Houston, TX 77042

713.622.1444

PAGE 2

.2 the drawings and specifications prepared by the Architect, dated 10-13-2023 , and enumerated as follows:

PAGE 3

None

09-06-2024

Not later than Thirty (30) calendar days from the date of commencement.

By the following date:

Sixty-One Thousand Three Hundred Seventy Dollars and Seventy-Five Cents (\$ 61,370.75)

None

PAGE 4

Provided the Contractor submits the pay application no later than the last day of the month, the Owner shall pay the Contractor by the end of the following month.

2.00 % monthly

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and One Million Dollars and Zero Cents (\$ 1,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.5 Employers' Liability with policy limits not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and Five Million Dollars and Zero Cents (\$ 5,000,000.00) policy limit.

PAGE 5

email to acting representatives for each company

PAGE 10

None

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark B Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:54:57 CDT on 08/30/2024 under Order No. 20240032794 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)