



# TOWN COUNCIL REGULAR MEETING

Wednesday, December 20, 2023 at 6:00 PM  
Fulton Council Chambers, 201 N. 7th Street

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## AGENDA

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

### OBSERVE A MOMENT OF SILENCE/PRAYER

### CITIZENS TO BE HEARD (PUBLIC FORUM)

*Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to [citysec@fultontexas.org](mailto:citysec@fultontexas.org) by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.*

### CONSENT AGENDA

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

- 1.** Discuss/Approve/Disapprove minutes of the Regular Meeting held on November 15, 2023.
- 2.** Discuss/Approve/Disapprove Mayor Cole's October 2023 credit card statement.
- 3.** Discuss/Approve/Disapprove the September 2023 financials.

### ITEMS FOR CONSIDERATION

- 4.** Discuss/Approve/Disapprove variance request from Mary McGeein regarding the lot size and a replat of the property located at 306 San Antonio Street.
- 5.** Discuss/Approve/Disapprove request for use of roads from Janelle Weller, Assistant Tournament Director, for the 25th Annual Babes on the Bay Fishing Tournament.
- 6.** Discuss/Approve/Disapprove Resolution No. R-12-2023 a Resolution of the Town of Fulton, Texas authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the Town's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of the resolution to legal counsel.

- 7. Discuss/Approve/Disapprove** Ordinance 317 an ordinance regarding the Town of Fulton's Texas Municipal Retirement System benefits authorizing an increase to the employee contribution rate.
- 8. Discuss/Approve/Disapprove** Contract for Election Services between the Elections Officer of Aransas County and the Town of Fulton for the May 4, 2024 General Election.
- 9. Discuss/Approve/Disapprove** the updating of fees on the Town of Fulton Fee Schedule.

## **CLOSED SESSION**

*The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.*

## **OPEN SESSION**

*Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).*

**EXECUTIVE SESSION - PUBLIC NOTICE** is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

## **ANNOUNCEMENTS**

- 10.** Mayor's Update.
- 11.** The next Regular Fulton Town Council Meeting will be held Wednesday, January 3, 2024, beginning at 6:00 pm.

## **ADJOURNMENT**

## **NOTICE**

*This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.*

## **CERTIFICATION**

*I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Wednesday, December 13, 2023, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.*

**/S/ Stephanie Garcia, City Secretary**



## TOWN COUNCIL REGULAR MEETING

Wednesday, November 15, 2023 at 6:00 PM

Fulton Council Chambers, 201 N. 7th Street

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### MINUTES

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#### CALL TO ORDER

##### PRESENT

Mayor Kelli Cole  
 Mayor Pro Tem Robert Loflin  
 Place 2 Chris Garis  
 Place 3 MaryAnn Pahmiyer  
 Place 5 Laura McCorkle

##### ABSENT

Place 4 Margo Nielsen

##### STAFF PRESENT

Stephanie Garcia, City Secretary  
 Hal George, Town's Attorney  
 Ty Gerstenberger, Police Chief

Mayor Cole called the meeting to order at 6:00 p.m.

#### PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

Mayor Cole led everyone in the pledges.

#### OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

#### CITIZENS TO BE HEARD (PUBLIC FORUM)

*Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to [citysec@fultontexas.org](mailto:citysec@fultontexas.org) by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.*

Mary Clare Kane: Mrs. Kane introduced herself and discussed the City of Rockport meeting the night before regarding the water rate increase. She noted that the petition they have been circulating can be turned in by December 5, 2023. They have approximately 700 signatures currently.

Kathy Kane: Ms. Kane discussed the requirements of their petition for the water rate, the increase of usage rate, and the decrease of rate charges. She also informed the Council that the City of Rockport's items to not accept the petition were voted down because the items were held out of order on the agenda.

**CONSENT AGENDA**

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

- 1. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on October 18, 2023.
- 2. **Discuss/Approve/Disapprove** the August 2023 financials.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 2 Garis to approve the Consent Agenda items with the correction being made to the Regular Meeting Minutes within the Items for Consideration, Item 9.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

**ITEMS FOR CONSIDERATION**

- 3. **Discuss, Approve, Disapprove** Resolution No. R-02-2023; a Resolution of the Town Council of the Town of Fulton Approving and Adoption a Fund Balance Policy (Developed for GASB 54); Repealing Resolutions in Conflict and Providing for Severance.

Mayor Cole read the item and informed the Council that this Resolution is an annual housekeeping matter and that the general, sewer, and pier fund balances were increased to one hundred eighty (180) days.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle to approve Resolution No. R-02-2023; a Resolution of the Town Council of the Town of Fulton Approving and Adoption a Fund Balance Policy (Developed for GASB 54); Repealing Resolutions in Conflict and Providing for Severance.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

- 4. **Discuss/Approve/Disapprove** Resolution R-11-2023, a Resolution of the Town of Fulton Financial Policies approving and adopting Financial Policies.

Mayor Cole read the item and informed the Council that this Resolution is an annual housekeeping matter, and sections D and E were updated to reflect the fund balance policy.

Motion made by Place 5 McCorkle, Seconded by Mayor Pro Tem Loflin to approve Resolution R-11-2023, a Resolution of the Town of Fulton Financial Policies approving and adopting Financial Policies.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

**5. Discuss/Approve/Disapprove** minor revisions to the Town's procurement procedures.

Mayor Cole read the item and informed the Council of the minor changes in the document.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 3 Pahmiyer the procurement procedures as presented.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

**CLOSED SESSION**

*The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.*

Council did not convene into Closed Session.

**OPEN SESSION**

*Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).*

**ANNOUNCEMENTS**

6. Mayor's Update.

Maintenance: The work on Prairie Road is moving along and approximately 60% complete. The larger project is in progress.

Pier: The Pier has slowed down as usual for this time of year. The new seasonal hours are M-T-W / 8 a.m. - 4 p.m., Thursday through Sunday 5:00 p.m. - 11:00 p.m.

Police Dept.: Chief Gerstenberger indicated that he has not introduced Officer Thompson to date because the meetings have fallen on his days off. Officer Thompson will be living in the area soon and will be introduced to the Council then. He indicated there were 139 calls last month, and there has been several bicycle thefts lately.

Mayor Cole mentioned that Christmas in Fulton will be held on December 14, 2023 at the Fulton Convention Center. The Town will be giving away 25 bicycles.

7. The next Regular Fulton Town Council Meeting will be held Wednesday, December 6, 2023, beginning at 6:00 pm.

Mayor Cole announced the next meeting date and time.

**ADJOURNMENT**

There being no further business, Mayor Cole entertained a motion to adjourn.

Motion made by Place 2 Garis, Seconded by Place 3 Pahmiyer to adjourn the meeting.  
Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

The meeting was adjourned at 6:15 p.m.

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Kelli Cole, Mayor

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Stephanie Garcia, City Secretary



Name: KELLI COLE

Month: OCTOBER 2022 STATEMENT

# TOWN OF FULTON Credit Card Transaction Log COMMERCCE/FROST BANK

Date of Transaction	Name of Business	Amount	Account #	Comments
10/05/22	WalMart	123.80	GF535	Supplies for parade

SIGNATURE:   
KELLI COLE, MAYOR

APPROVED BY COUNCIL:

DATE: \_\_\_\_\_





**Owner Certification**

State of Texas  
County of Aransas

MARY A. MCGEEIN

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the \_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

MARY A. MCGEEIN

State of Texas  
County of Aransas

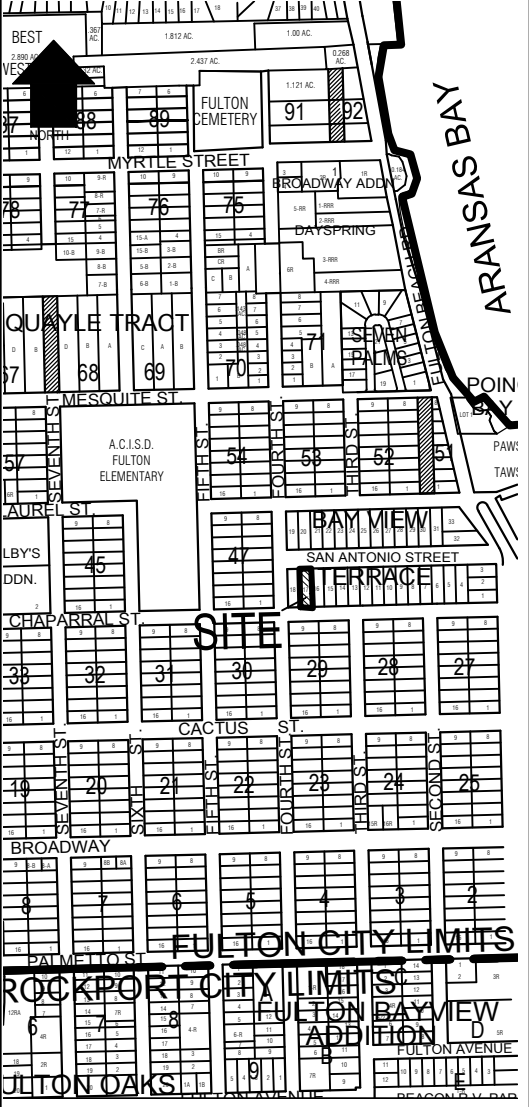
This instrument was acknowledged before me by:

MARY A. MCGEEIN

This the \_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

Notary Public in and for the State of Texas

**Locator Map**



**Flood Data**

This is to certify that I have consulted the Federal Flood Hazard Map dated 2-17-16, and found that the property described herein is (or) is not  located in a "Special Flood Hazard Area."

Flood Zone "X", Base Elevation N/A, Panel No. 0235G, Community No. 480012.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA.

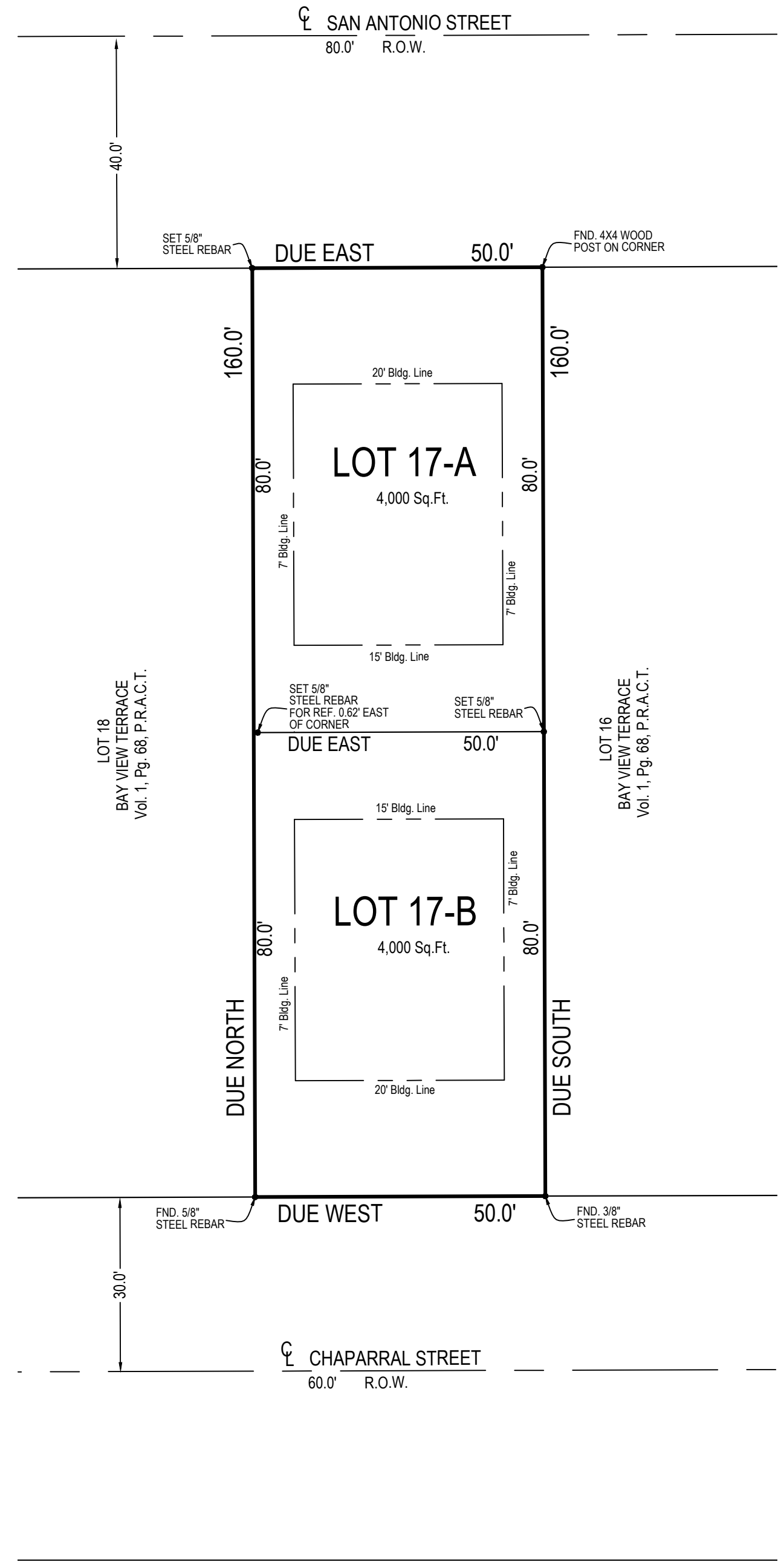
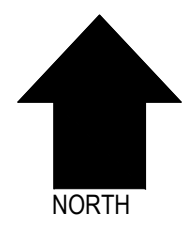
**Firm Name and Address**

**Griffith & Brundrett**  
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322  
Rockport, Texas 78381

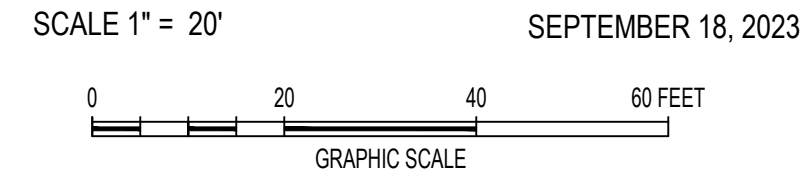
361-729-6479  
361-729-7933  
jerry@gsurveyor.com  
www.gsurveyor.com

TBPELS FIRM NO. F-414



Final Plat of:  
**LOTS 17-A & 17-B**  
**BAY VIEW TERRACE**

TOWN OF FULTON, ARANSAS COUNTY, TEXAS,  
BEING A REPLAT OF LOT 17, BAY VIEW TERRACE, TOWN OF FULTON,  
ARANSAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN  
VOLUME 1, PAGE 68, PLAT RECORDS OF ARANSAS COUNTY, TEXAS.



**Surveyor Certification**

State of Texas  
County of Aransas

I, J.L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the \_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

J.L. BRUNDRETT, JR.  
R.P.L.S.  
Reg. No. 2133

**Town of Fulton Building Inspector**

State of Texas  
County of Aransas

This plat of the herein described property is approved on behalf of the Town of Fulton by the Town Building Inspector.

This the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

Town Building Inspector

**Fulton Town Council**

State of Texas  
County of Aransas

This plat of the herein described property is approved on behalf of the Town of Fulton by the Town Council.

This the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

Mayor

Town Secretary

**Notes**

- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett." 5/8" = Set 5/8" Steel Rebar
- 2) Plat bearing along the West boundary line, used for directional control.
- 3) Total platted area contains .0184 acres or 8,000 square feet of land.
- 4) Property falls within the Town Limits of Fulton and must comply with all city codes, regulations and set backs.

**County Clerk's Certification**

State of Texas  
County of Aransas

I, Misty Kimbrough, Clerk of the County Court in and for Aransas County, Texas, do hereby certify that the foregoing instrument of writing dated the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023, with its certificate of authentication was filed for record in my office the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023, at \_\_\_\_ o'clock \_\_\_\_ m. and duly recorded the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023, at \_\_\_\_ o'clock \_\_\_\_ in the Plat Records of Aransas County, Texas in Volume \_\_\_\_\_, Page \_\_\_\_\_.

Witness my hand and seal of the County Court, in and for Aransas County Texas, at office in Rockport, Texas, the day and year last written above.

Misty Kimbrough

By: \_\_\_\_\_ Deputy

Clerk's File No. \_\_\_\_\_

December 11, 2023

Dear Fulton town council,

I , Mary McGeein am requesting a variance on lot size to replat the property on 306 San Antonio Street . The property fronts at 306 San Antonio Street and runs rectangular through to Chaparral. The lot is 50 x 160. I received information that after replat I would need to maintain 4,000 square feet to build a new structure on Chaparral. When the paperwork arrived at your office from Griffith and Brundrette I learned that the square feet needed is 5,000. I was told I need to request a variance, so that is the reason for this communication.

The reason I want to build a primary residence on Chaparral is I am on limited income and want to qualify for homestead exemption, the park model on 306 San Antonio does not qualify, so the future may find me taxed off my property without an exemption in place. When granted permission for the variance I will sell the park model to finance the new build. I have provided a rough first draft of a build. I am flexible and although the plans say 894sqft I prefer something smaller , 600-700sqft. I will build something tasteful and complimentary to the neighborhood. I have been a resident of Rockport/Fulton since 2010 and wish to continue living here.

Currently there are three 4000sqft lots in my emmediate neighborhood, two with homes , one without. They are as follows:

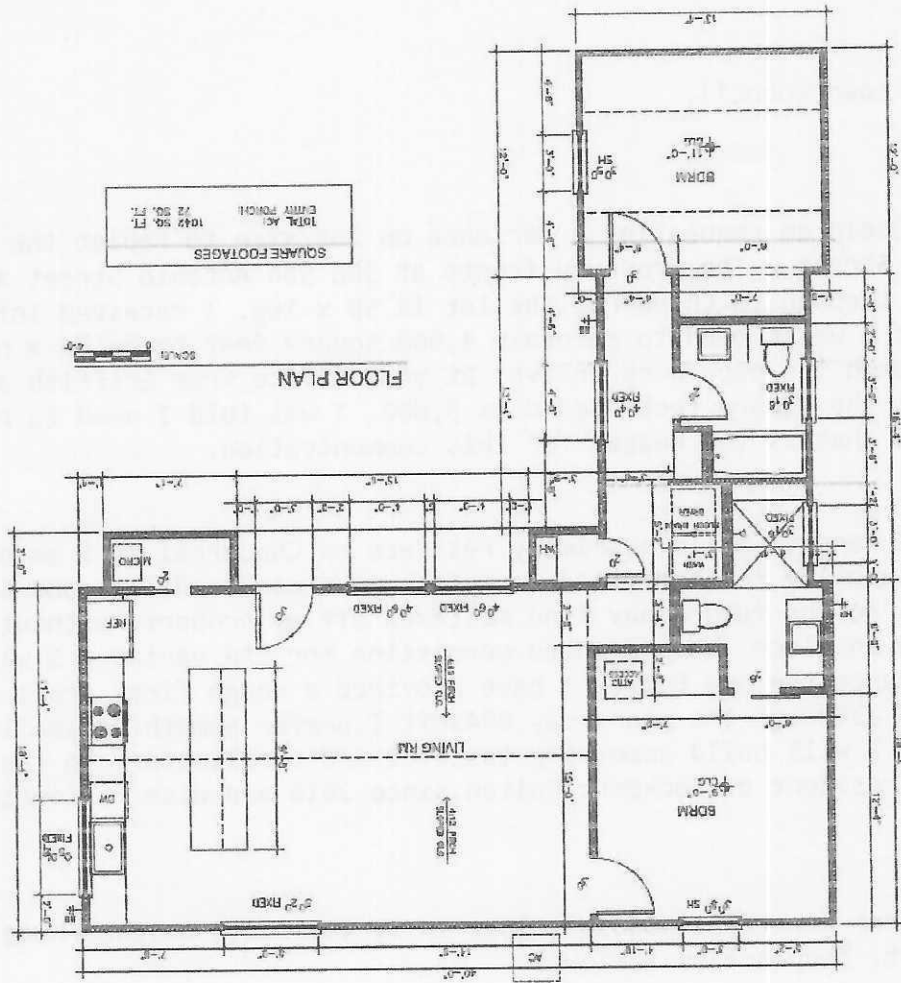
304 N. 4th Street

309 Chaparral

302 San Antonio Street

I ask that you please consider all the information I have provided and grant the variance to me.

For Sale By Owner: \$299,950 (2 beds, 2 baths, 1,042 Square Feet)



**SQUARE FOOTAGES**

TOTAL AC	1042 SQ. FT.
EMPTY FINISH	72 SQ. FT.

FLOOR PLAN



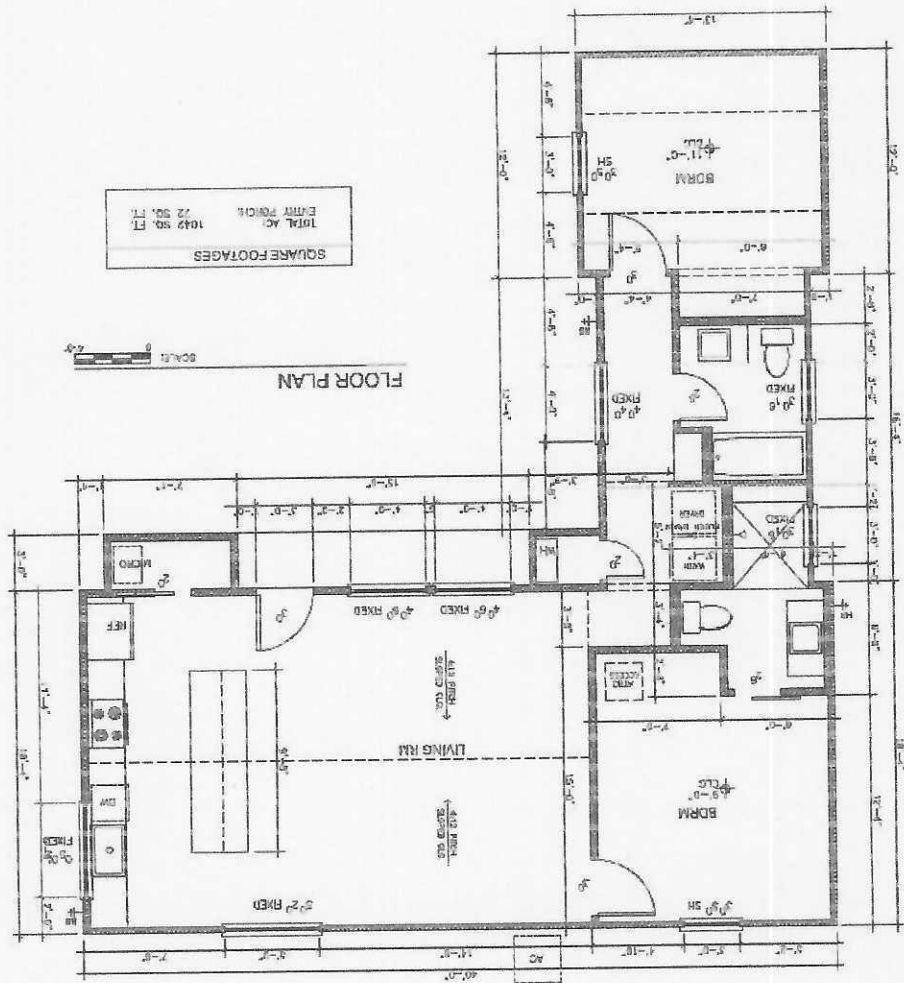
I thank you in advance.

Mary McGeein

marymcgeein@gmail.com

415-218-0334

For Sale By Owner: \$299,950 (2 beds, 2 baths, 1,042 Square Feet)



SQUARE FOOTAGES

TOTAL AC.	1042 SQ. FT.
EMPTY PORCH	22 SQ. FT.

FLOOR PLAN

SCALE: 1/8" = 1'-0"



# SQUARE FOOTAGES:

TOTAL AC: 894 SQ. FT.  
 PORCH: 30 SQ. FT.



October 9, 2023

Town of Fulton  
P.O. Box 1130  
Fulton, TX 78358

To Whom It May Concern,

Babes on the Bay is requesting to be put on your Agenda for the December 2023 meeting. We have also requested the use of the Navigation District roads in Fulton, Texas for the 25th Annual Babes on the Bay Fishing tournament.

The tournament will be held on the festival grounds at and inside the Fulton Convention Center Friday, May 17<sup>th</sup> through Saturday May 18<sup>th</sup>, 2024. The dates we are requesting for use are the week of May 14-19, 2024.

When you respond, please indicate that you are aware of the event selling alcoholic beverages. Your reply can be sent to me at PO Box 1437, Fulton, TX 78358.

Should you have any questions, concerns, or require additional information, please feel free to contact me any time.

Thank you so much!

Sincerely,

Janelle Weller  
Assistant Tournament Director  
CCA Texas Babes on the Bay  
[ccababes@gmail.com](mailto:ccababes@gmail.com)  
830.998.5989

cc:

John Blaha, Assistant Director, CCA Texas, [jdblaha@ccatexas.org](mailto:jdblaha@ccatexas.org), (979)709-1085

**RESOLUTION NO. R-13-2023**

**A RESOLUTION OF THE TOWN OF FULTON, TEXAS AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE TOWN’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.**

WHEREAS, the Town of Fulton, Texas (“Town”) is an electric utility customer of AEP Texas Inc. (“AEP” or “Company”), and a regulatory authority with an interest in the rates and charges of AEP; and

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

WHEREAS, on or about November 15, 2023 AEP filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”), PUC Docket No. 55820, seeking to increase electric distribution rates by approximately \$47.3 million (an approximately \$2.09 increase to the average residential customer’s bill from the rates approved in the Company’s most recent DCRF case); and

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP’s DCRF filing with designated attorneys and consultants to resolve issues in the Company’s application.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FULTON, TEXAS:

Section 1. That the Town is authorized to participate with Cities in PUC Docket No. 55820.

Section 2. That subject to the right to terminate employment at any time, the Town hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.



Section 3. That the Town’s reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

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

Section 7. That a copy of this Resolution shall be sent to Jamie Mauldin, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Stephanie Garcia, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Hal George, Town Attorney



Ms. Mauldin's Direct Line: (512) 322-5890  
Email: jmauldin@lglawfirm.com

## MEMORANDUM

TO: Cities Served by AEP Texas Inc. ("Cities")

FROM: Jamie Mauldin  
Rick Arnett

DATE: November 20, 2023

RE: AEP – Distribution Cost Recovery Factor ("DCRF") filing

**CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION**  
**CITY ACTION REQUIRED NO LATER THAN JANUARY 1**

On November 15, 2023, AEP Texas Inc. ("AEP") filed an Application to Amend its Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of approximately \$47.3 million. This equals an approximately \$2.09 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case.

Cities have engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

If you have any concerns or question please do not hesitate to contact us. We appreciate your continued support.

## MODEL STAFF REPORT REGARDING AEP TEXAS'S DISTRIBUTION COST RECOVERY FACTOR FILING

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On November 15, 2023, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates within each of the cities in their service area. In the filing, the Company seeks an increase in distribution revenues of approximately \$47.3 million (an approximately \$2.09 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case).

The resolution authorizes the City to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

### **Purpose of the Resolution:**

The purpose of the Resolution is to join with the Cities Served by AEP ("Cities") to seek a reduction to the Company's request.

### **Explanation of "Be It Resolved" Paragraphs:**

1. This section authorizes the City to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 55820.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This section finds that the Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides that counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

**ORDINANCE 317**

**AN ORDINANCE REGARDING THE TOWN OF FULTON'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING AN INCREASE TO THE EMPLOYEE CONTRIBUTION RATE.**

**WHEREAS**, the Town of Fulton, Texas (the "Town"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

**WHEREAS**, the Town Council finds that it is in the public interest to increase the employee contribution rate contributed to TMRS, now:

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FULTON, TEXAS:**

**Increased Employee Contribution Rate.**

(a) The rate of member contributions to be made by the Town to the System shall be 7% of the compensation of Town employees who are members of the System, in accordance with TMRS Act §855.401. The Town shall submit a monthly payroll report and deposit the amounts deducted from employees' compensation to the System in accordance with TMRS Act §855.402.

(b) This Ordinance shall be effective on the first day of the month of January 2024.

Passed and approved December 20, 2023.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**CONTRACT FOR ELECTION SERVICES  
BETWEEN THE ELECTIONS OFFICER OF ARANSAS COUNTY  
AND THE TOWN OF FULTON FOR THE MAY 4, 2024 GENERAL ELECTION**

**THIS CONTRACT FOR ELECTION SERVICES** (this “Contract”) is made and entered into by and between the **Elections Administrator of Aransas County, Kevin A. Stroud**, hereinafter referred to as the “**Elections Officer**” or “**Contracting Officer**,” and the **Town of Fulton, Aransas County, Texas**, hereinafter referred to as the “**Town**,” under Section 31.092 of the Texas Election Code. Both parties are sometimes referred to collectively herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Town expects to call an election to be held on **May 4, 2024** (the “Election”) and a run-off election, if necessary, to be held at a later date; and,

**WHEREAS**, the Town desires the County Elections Officer to provide certain election services for the Election in order to maintain consistency and accessibility in voting practices, polling practices, and election procedures; and,

**WHEREAS**, the Elections Officer and the Town desire to enter into a contract setting forth the terms and conditions of such arrangement, including the responsibilities of the respective parties.

**NOW, THEREFORE**, in consideration of the mutual benefits that will accrue to the parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters. This Contract also exists for the purpose of ensuring that the Contracting Officer and the Town understand the tasks each is to perform in connection with the election and the runoff election.
2. **Term.** The term of this Contract shall begin on the date that each party has executed this Contract and shall terminate upon the conclusion of the activities required herein related to the 2024 Election and, if necessary, the 2024 Runoff Election.
3. **Duties and Services of the Contracting Officer.** In accordance with Section 172.126(a), Texas Election Code, the Contracting Officer shall supervise the overall conduct of the election. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election.
  - a. *Election Judges.* Elections judges shall be secured by the Contracting Officer with the approval of the Town. The Contracting Officer shall notify the Town of the list of election judges and alternate judges for the Election and the Town may approve judges by written order.

b. *Notification to Presiding and Alternate Judges.* The Contracting Officer shall notify each presiding judge and alternate judge, in writing, of his or her appointment no later than the date prescribed in Section 4.007 of the Texas Election Code. The notice will include: (1) the nature and date of the election; (2) the location of the assigned polling place; (3) the eligibility requirements that apply to the judge and to election clerks; (4) the date and time of the election; (5) the rate of compensation; (6) the maximum number of election clerks the judge may appoint; and (7) the name of the presiding or alternate judge, as appropriate.

c. *Election Clerk Appointments.* The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the Town will be accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours.

d. *Election Schools.* The Contracting Officer shall be responsible for conducting one or more, at his discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular workweek. All election workers must attend a training class certified by the Texas Secretary of State. (This does not imply that election judges or clerks will be paid for attending such schools. See, 1 T.A.C. §§ 81.120(a) & 81.121(c))

e. *Equipment and Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and for the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks; and all consumable-type office supplies necessary to hold an election.

f. *Registered Voter Lists.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list shall be arranged in alphabetical order by precinct.

g. *Ballots.* The Contracting Officer shall be responsible for the programming of the voting devices and the printing of ballots requested by mail,

used for early voting, or used on Election Day. The Contracting Officer shall be responsible for distributing voting devices along with the election supplies.

h. *Early Voting.* In accordance with Section 31.094 of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the Election, subject to Sections 31.096 and 31.097 (b) of the Texas Election Code.

i. The Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with the Texas Election Code.

ii. The Contracting Officer shall work with the Town in securing personnel to serve as Early Voting Deputies.

iii. Early voting by personal appearance for the Election shall be conducted during the hours, time period, and at the locations listed in “**Exhibit A**,” attached hereto and incorporated herein.

iv. *Early Voting by Mail.* The Contracting Officer shall receive mail ballot applications on behalf of the Town. All applications shall be processed by the Contracting Officer in accordance with the Texas Election Code at the Election Office located at 602 East Concho, Rockport, TX, 78382. All requests for early voting ballots to be voted by mail received by the Town shall be forwarded to the Contracting Officer immediately for processing.

v. *Counting Early Votes.* All Early Voting ballots, those cast by mail or by personal appearance, shall be secured and maintained by the Contracting Officer and delivered by him or his deputy for counting in accordance with Chapter 127 of the Texas Election Code.

vi. *Ballots.* All early voting ballots, those cast by mail and by appearance, shall be secured and maintained by the Contracting Officer and delivered by the Contracting Officer or his designee for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board, at the Aransas County Elections and Voter Registration Office on Election Day.

i. *Election Day Polling Locations.* The Election Day polling locations are those listed in “**Exhibit B**,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

j. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Texas Election Code and of this Contract. The Central Counting Station Manager shall be Kevin A. Stroud. The Tabulation Supervisor shall be Tania Klanica. The Presiding Judge of the

Central Counting Station shall be Dawn Miller and the Alternate Judge shall be Sandra Musser. The required Tabulation Supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

k. *Election Night Reports.* Election night reports will be available to the Town and at the Central Counting Station on Election night and will provide individual polling location totals.

l. *Manual Counting of Ballots.* The Contracting officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State.

m. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under 66.056 (a) of the Texas Election Code and shall provide a copy of the tabulation to the Town as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state law.

n. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of the voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

o. *Paper Ballots.* In advance of the date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

4. **Town's Responsibilities.** The Town shall assume the following responsibilities:

a. *Election School(s).* At the request of the Contracting Officer, the Town will provide space in a Town building at no cost for the required election school or schools.

b. *Polling Locations.* The Town shall pay the respective cost of all employee services required to provide access, security, and/or custodial services for the polling locations.

c. *Applications for Mail Ballots.* The Town shall date stamp and then immediately hand-deliver to the Contracting Officer all original applications for mail ballots that it receives.

d. *Election Orders and Notices; Canvass.* The Town shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the Town's governing body.



- i. *Publication.* The Town shall be responsible for having the required election notice published as required under Section 4.003(a)(1) of the Texas Election Code.
  - ii. *Posting.* The Town shall be responsible for posting the notice as required by Texas Election Code.
  - iii. *Returning Documents to the Contracting Officer.* Promptly after approval by the Town's governing body, the Town shall return all pertinent documents to the Contracting Officer within such time as to not impede the orderly conduct of the Election.
  - iv. *The Schedule.* The Town assumes the responsibility or promoting the schedules for Early Voting and Election Day.
  - v. *Early Voting Clerk Appointment.* The Town shall be responsible for ensuring the Contracting Officer is appointed to serve as Early Voting Clerk in the Orders calling the Election.
  - vi. *Orders Calling the Election.* The Orders shall include the approval of the polling places, times, dates, and places for early voting, and the appointment of the precinct judges.
- e. *Ballot Preparation.* The Town shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The Town shall perform the duties required for drawing for place on the ballot by candidates. The Town shall also be responsible for proofreading and approving (including bilingual titles and text) the ballot insofar as it pertains to the Town's candidates and/or propositions.

5. **Non-Exclusive.** It is understood that to the extent that space is available, the Contracting Officer may contract with other entities to hold elections at the same time as the Election. In the event that the Contracting Officer contracts with one or more additional entities for elections to be held at the same time, any expenses for the elections shall be divided among the entities holding the elections as illustrated in the attached "Exhibit C".

6. **Election Workers:**

- a. *Number of Election Workers.* All polling locations shall have a minimum of three (3) election workers consisting of the presiding judge, alternate judge, and a clerk.

b. *Hourly Compensation.* Presiding judges and alternate judges will be compensated at the rate of Twelve Dollars (\$12.00) per hour and election clerks shall be compensated at the rate of Twelve Dollars (\$12.00) per hour. Workers will be compensated for all hours actually worked, including time to set up the polling location, the time to complete counting, and time to wrap up paperwork, but such hours shall not exceed two (2) hours before and two (2) hours after the polling location is open for voting.

c. *Compensation for Delivery.* The presiding judge or other election worker at the polling location who picks up election supplies from the Contracting Officer and who returns remaining supplies, ballot boxes, and election records from the polling location will be compensated a flat rate of Twenty-Five Dollars (\$25.00) in additional to his or her hourly pay.

d. *Election School Compensation.* Election workers attending an election school shall be compensated a flat rate of Twenty Dollars (\$20.00).

e. *Contracting Officer to Pay and Town to Reimburse.* The Contracting Officer will pay election workers directly and will be reimbursed for such compensation by the Town.

7. **Expenses:**

a. *Town's Responsibility.* The Town will be responsible for payment of all expenses for polling locations used solely by the Town, including the costs of wages and salaries of election workers.

b. *Shared Expenses.* The Town agrees to share actual costs incurred with other entities who may be holding elections at the same time and place as the Town. If this occurs, the Town and the other entity will share the actual costs incurred to the extent that the costs incurred in connection with a polling location used by more than one local political subdivision such as renting polling locations and voting equipment, programming voting equipment, supplies needed for the polling place, and/or the wages and salaries of election workers. Election expenses will be divided among the entities holding elections at the same time as illustrated in the attached "**Exhibit C**".

c. *Administrative Fee.* The Town shall pay the Contracting Officer an administrative fee in the amount of Ten Percent (10%) as authorized by Section 31.100 of the Texas Election Code.

8. **Billing.** As soon as possible after Election Day, the Contracting Officer will submit an itemized invoice to the Town for the actual expenses directly attributable to the coordination, supervision, and running of the Election, incurred on behalf of the Town, subject to and conformance with the following:

i. *Billing and Itemized Expenses.* Generally, the Contracting Officer will be responsible for billing Town for services and supplies related to the Election. The

Contracting Officer will send an invoice after the Election is conducted, with some exceptions (see below). This invoice will include expenses for supplies, publication, printing, wages, and any other expenses reasonably and directly related to the Election, including but not limited to, rental and programming of voting equipment and audio ballots, and the Contracting Officer's fee.

ii. *Direct Invoicing by Vendor.* The Contracting Officer reserves the right to share information to facilitate direct billing to the Town by vendors. Any expenses or fees directly invoiced by vendor to the Town will not be included on the list of itemized expenses and vendors may choose to invoice the Town for such expenses or fees when incurred instead of after the Election.

iii. *Large Expenses May be Billed as Incurred.* The Contracting Officer reserves the right to bill for expenses and fees incurred on behalf of the Town that are equal to or exceeding Five Hundred Dollars (\$500.00) at the time the expense is incurred rather than waiting until after the Election.

iv. *Documentation for Expenses and Fees Billed by Contracting Officer.* Expenses and fees billed by the Contracting Officer related to wages shall be supported by timesheets. Other expenses shall be supported by invoices or receipts, except for those items that Contracting Officer provides from supplies kept in stock, so long as the Contracting Officer provides a certificate stating the number of items used and the unit cost for such items according to a vendor's standard price list.

v. *Estimated Costs of Services.* Cost estimates for election expenses are attached to this Contract as "**Exhibit C,**" and vary depending on how many entities hold elections at the time of the Election. Each of the three (3) cost estimates are incorporated as if set out fully herein. The parties acknowledge that these documents are estimates only and that the actual costs may exceed the estimates.

vi. *Notice of Increased Costs.* The Contracting Officer agrees to advise the Town as soon as possible should it becomes apparent that the actual costs of the Election will exceed the estimated costs by twenty percent (20%) or more.

**9. Payment.** The Town shall pay a Contracting Officer's invoice within thirty (30) days of receipt. Payments shall be remitted to:

Aransas County Elections Administration  
602 East Concho St.  
Rockport, TX 78382

If the Town disputes any portion of the invoice, the Town shall pay all expenses not in dispute within the thirty (30) day period and notify the Contracting Officer of what expenses are disputed and the basis of such dispute. The Contracting Officer will have

thirty (30) days to reply. If the parties cannot reach an agreement, the Town Manager and the County Judge will meet to discuss the disagreement and reach an amicable solution.

**10. Voting System.** The voting system to be used in the election and runoff election is the Hart InterCivic Verity System; including Verity Touch Writer DUO ballot marking devices and Verity Scan.

**11. Non-Transferable Functions.** Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

**12. Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Aransas County, Texas and the County Auditor of Aransas County, Texas.

**13. Cancellation of Election.** If the Town cancels the Election, the Contracting Officer shall only be entitled to receive the actual expenses incurred prior to the cancellation and an administrative fee of Seventy-Five Dollars (\$75.00) as authorized by Section 31.100(d) of the Texas Election Code. In the event of cancellation, the Contracting Officer and the Town agree to use the billing and payment provisions set forth herein. In order to ensure the lowest possible cost to the parties, the Contracting Officer agrees to use reasonable diligence and not to incur major costs in connection with election preparations until it is known that the Election will be held, unless the Town authorizes such expenses in writing.

**14. Notices.** For purposes of implementing this Contract, the Contracting Officer and the Town designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Town, submission or notice shall be made to these individuals:

**Contracting Officer:**

Kevin A. Stroud, Elections Administrator  
East Concho St.  
Rockport, TX 783832  
(361) 729-7431  
kstroud@aransascounty.org

**Town:**

Stephanie Garcia, City Secretary  
201 N. 7<sup>th</sup> Street; PO Box 1130  
Fulton, TX 78358  
361-729-5533  
citysec@fultontexas.org

**15. Relationship of the Parties.** Each party to this Contract shall act in an individual capacity and, unless otherwise expressly stated herein, shall not act as agents, employees, partners, joint venturers, or associates of one another. The employees of one

party to this Contract shall not be deemed or construed to be the employee of any other party for any purpose whatsoever.

**16. Severability.** If any provision in this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the remaining provisions of this Contract and the parties to this Contract shall continue to perform their respective obligations under this Contract in accordance with the remaining provisions.

**17. Third Party Beneficiaries.** Nothing in this Contract is intended to confer unto any person or entity that is not a party to this Contract any benefits, rights, or remedies.

**18. Entire Agreement and Amendments.** This Contract contains the entire agreement of the parties and supersedes all prior agreements, including any prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. This Contract may only be amended in a writing that is executed by both parties and attached hereto.

By signing below, the Contracting Officer and the Town warrant and represent that they are authorized to enter into this Contract and that each desire to enter into this Contract.

**“Elections Officer”  
Aransas County**

By: \_\_\_\_\_  
Kevin A. Stroud, Elections Administrator

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

**ADDITIONAL SIGNATURE PAGE FOLLOWS**

**“Town”  
Town of Fulton**

By: \_\_\_\_\_  
Kelli Cole, Mayor

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Town Secretary

**EXHIBIT “A”**

**EARLY VOTING DATES, TIMES, AND LOCATIONS**

**Time Period:**

Monday, April 22, 2024 through Tuesday, April 30, 2024.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
April 22 8 AM - 5 PM	April 23 8 AM - 5 PM	April 24 8 AM - 5 PM	April 25 8 AM - 5 PM	April 26 8 AM - 5 PM	April 27 CLOSED	April 28 CLOSED
April 29 7 AM - 7 PM	April 30 7 AM - 7 PM					

**Main Early Voting Location:**

Aransas County Elections & Voter Registration Office (Side Entrance)  
602 E. Concho St.  
Rockport, TX 78382

**Voting by Mail:**

Kevin A. Stroud  
Aransas County Early Voting Clerk  
602 E. Concho St.  
Rockport, TX 78382

**EXHIBIT “B”**

**ELECTION DAY POLLING LOCATIONS**

**Time Period:**

Saturday, May 4, 2024

7:00 a.m. to 7:00 p.m.

**Vote Centers (All Precincts)**

Aransas County Elections & Voter Registration Office (Side Entrance)

602 E. Concho St.

Rockport, TX 78382



**EXHIBIT "C-1"**

**ESTIMATED COST OF MAY 2024 ELECTION**

**Election with Town of Fulton Only**

<b><u>Ballots &amp; Programming</u></b>	\$4,200.00
<b><u>Election Supplies &amp; Distribution</u></b>	\$575.00
<b><u>Election Officials/Staffing</u></b>	\$9,800.00
<b><u>Ballot by Mail &amp; Support</u></b>	\$3,200.00
<b><u>Equipment Rental</u></b>	\$14,000.00
<i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 5 Verity Scan</i>	
<b><u>Miscellaneous</u></b>	\$500.00
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<b>SUBTOTAL</b>	<b>\$32,275.00</b>
<b>Administrative Fee (10%)</b>	<b>\$3,227.50</b>
<hr/> <hr/>	
<b>TOTAL</b>	<b>\$35,502.50</b>

**EXHIBIT “C-2”**

**ESTIMATED COST OF MAY 2024 ELECTION**

**Election with Town of Fulton and One Additional Entity**

<b><u>Ballots &amp; Programming</u></b>	\$4,200.00
<b><u>Election Supplies &amp; Distribution</u></b>	\$287.50
<b><u>Election Officials/Staffing</u></b>	\$4,900.00
<b><u>Ballot by Mail &amp; Support</u></b>	\$3,200.00
<b><u>Equipment Rental</u></b> <i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 5 Verity Scan</i>	\$7,000.00
<b><u>Miscellaneous</u></b>	\$500.00
<hr/> <hr/>	
<b>SUBTOTAL</b>	<b>\$20,087.50</b>
<b>Administrative Fee (10%)</b>	<b>\$2,008.75</b>
<hr/> <hr/>	
<b>TOTAL</b>	<b>\$22,096.25</b>

**EXHIBIT “C-3”**

**ESTIMATED COST OF MAY 2024 ELECTION**

**Election with Town of Fulton and Two Additional Entities**

<b><u>Ballots &amp; Programming</u></b>	\$4,200.00
<b><u>Election Supplies &amp; Distribution</u></b>	\$191.67
<b><u>Election Officials/Staffing</u></b>	\$3,266.67
<b><u>Ballot by Mail &amp; Support</u></b>	\$3,200.00
<b><u>Equipment Rental</u></b> <i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 5 Verity Scan</i>	\$4,666.67
<b><u>Miscellaneous</u></b>	\$500.00
<hr/> <hr/>	
<b>SUBTOTAL</b>	<b>\$16,025.01</b>
<b>Administrative Fee (10%)</b>	<b>\$1,602.50</b>
<hr/> <hr/>	
<b>TOTAL</b>	<b>\$17,627.51</b>

# TOWN OF FULTON

## Fee Schedule

~~FY 2022-23~~

Item 9.

SERVICES	CHARGE/FEE	COMMENTS
<b>ADMINISTRATIVE</b>		
Returned check charge	\$25.00	
Public Information Requests		In accordance with the Texas Administrative Code, Title 1, Part 3, Chapter 70
<b>BUILDING &amp; DEVELOPMENT</b>		
<b>Contractor Registration Fees</b>		
General Contractor to include concrete, swimming pool, road, roofing, sign etc.	\$100.00	Plus Certificate of Liability or \$5,000.00 Surety Bond
<del>Master Electrician</del>	<del>\$100.00</del>	<del>Plus State License, Electrical Contractor License &amp; Certificate of Liability Insurance</del>
<del>Master Plumber</del>	<del>\$100.00</del>	<del>Plus State License &amp; Certificate of Liability Insurance</del>
<del>Mechanical Contractor License</del>	<del>\$100.00</del>	<del>Plus State License &amp; Certificate of Liability Insurance</del>
<b>Building Permit Fees</b>		
Permit Application Fee	\$30.00	included on <u>all permits</u>
Minimum Permit Fee	\$75.00	
<b>Commercial Building Permits</b>		<b>Commercial</b> construction valuation shall be no less than 75% of the square foot construction cost as published in the most recent building valuation data publication by the International Code.
\$1,000 to \$50,000	\$7.50/\$1,000	
\$50,001 to \$100,000	\$6.50/\$1,000	Plus \$375 for first \$50,000
\$100,001 to \$500,000	\$5.50/\$1,000	Plus \$700 for first \$100,000
\$500,001 and over	\$4.50/\$1,000	Plus \$2,900 for first \$50,000
<b>Residential Single-Family Permits</b>		*Amount based on total square footage under roof.
New Construction*	\$.75 per sq.ft.	Total square footage under roof.
Alterations and Additions*	\$1.00 per sq.ft.	
Simple Alterations	\$150.00	
<b>Other</b>		
House Moving Permit	\$150.00	Plus Application fee of \$30.00
Mfg. Home Move & Setup Permit	\$200.00	Plus Application fee of \$30.00
Demolition Permit	\$90.00	Plus Application fee of \$30.00
Fence Permit	Must be \$0 per IBC rules	
Sign Permit	\$25.00	Plus Application fee of \$30.00
Swimming Pool Permit	\$275.00	Plus Application fee of \$30.00
Tree Plan Review (pre and post)	\$100.00	Plus Application fee of \$30.00
Permit for Trees Illegally Removed	\$500.00	Plus Application fee of \$30.00
Plan Review		
Residential	<del>\$25.00</del> \$100.00	
<del>Inspection Fee – New Builds</del> Commercial	<del>\$50.00</del> \$300.00	
Re-Inspection Fee	\$75/\$100/\$150	\$75 for first occurrence, \$100 for 2nd, \$150 for 3rd and thereafter
Certificate of Occupancy (New Tenant/Change of Use)	\$25.00	
Street Closing Request	\$300.00	Plus actual engineering costs & actual mailing costs
Commercial Drainage Review	\$100.00	Plus actual engineering costs
<b>Plat and Zoning Fees</b>		
<b>Plats</b>		
Preliminary	\$100 + \$15 per acre	Plus actual engineering costs
Final	\$150 + \$15 per acre	Plus actual engineering and post final plan reviews of development fees.
Minor Plat/Amending Plat	\$100.00 + \$15 per acre	Plus actual engineering costs
<b>Zoning Request Change</b>		
Rezoning	\$150 + \$10 per acre	Plus actual engineering costs & actual mailing costs
Planned Unit Development	\$200 + \$10 per acre	Plus actual engineering costs & actual mailing costs
PUD Revisions	\$200 + \$10 per acre	Plus actual engineering costs & actual mailing costs
<b>Electrical Permit Fees</b>		
<del>Inspection Fee Per Stop</del>	<del>\$75.00</del>	
Electrical work in New Construction & Substantial Improvements	\$0.10/per sq. ft.	Residential Construction
Electrical work in New Construction & Substantial Improvements	\$0.10/per sq. ft.	Commercial & Multi-Family

# TOWN OF FULTON

## Fee Schedule

FY 2022-23

Item 9.

SERVICES	CHARGE/FEE	COMMENTS
Electrical Outlets	\$0.75 each	
Electrical Light Fixtures	\$0.75 each	
Electrical Appliances: Range, Clothes Washer, Clothes Dryer, Water Heater, Dishwasher, Garbage Disposal, Stationary Cook Top, Space Heater, Furnace, Exhaust Fan, Vent Hood, Freezer Connection, Air Conditioner, Intercom, Ceiling Fan(s), Door Bell/Chime, Microwave, Ice Machine, Attic Fan, Strip Heater,	\$6.00 each	
Electrical Motors		
1 HP or smaller	\$10.00	
1 – 25 HP	\$15.00	
Over 25 HP	\$25.00 each	
Electrical Panel/Services		
0 - 200 Amps	\$20.00 each	
201-400 Amps	\$30.00 each	
401 Amps and Up	\$60.00 each	
Sub Panel	\$15.00 each	
<b>Mechanical Permit Fees</b>		
<u>Inspection Fee Per Stop</u>	\$75.00	
Mechanical General Work and New AC System	\$75.00	i.e. Remodel, Changeouts. Assumes 1 inspection. Add'l inspections @ \$35/ea
Mechanical work in New Construction & Substantial Improvement	\$.06 per sq. ft.	Residential Construction
Mechanical work in New Construction & Substantial Improvement	\$0.10 per sq. ft.	Commercial and Multifamily Construction
<b>Plumbing Permit Fees</b>		
<u>Inspection Fee Per Stop</u>	\$75.00	
Plumbing work in New & Substantial Improvements	\$0.10 per sq. ft.	Residential Construction
Plumbing for Water Closet	\$7.00 each	
Plumbing for Bathtub	\$7.00 each	
Plumbing for Lavatory	\$7.00 each	
Plumbing for Shower	\$7.00 each	
Plumbing for Kitchen Sink & Disposal	\$7.00 each	
Plumbing for Dishwasher	\$7.00 each	
Plumbing for Laundry Tray	\$7.00 each	
Plumbing for Clothes Washer	\$7.00 each	
Plumbing for Water Heater	\$10.00 each	
Plumbing for Urinal	\$7.00 each	
Plumbing for Bidet	\$7.00 each	
Plumbing for Drinking Fountain	\$7.00 each	
Plumbing for Floor Sink or Drain	\$7.00 each	
Plumbing for Slop Sink	\$7.00 each	
Plumbing for Bar Sink	\$7.00 each	
Plumbing for Lawn Sprinkler System	\$20.00 each	
Plumbing for Water Interceptor	\$25.00 each	
Plumbing for 5 or more water piping treatment equipment	\$10.00 each	
Plumbing for Sewer	\$20.00 each	
Plumbing for Water Line	\$10.00 each	
Plumbing for Fire Sprinkler System	\$0.10 per sq. ft.	
Plumbing for Gas system outlet	\$30.00 each	Gas piping system of 1 – 5 outlets
Plumbing For Pool	\$75.00	Plumbing work associated with swimming pool permit
<b>Street Fees</b>		
Street Boring	\$50.00	
Street Cut	\$75.00	Plumbing work associated with swimming pool permit
<b>FACILITY RENTAL RATES</b>		
<b>Convention Center – Resident/Non-resident</b>		
Sunday thru Thursday Rate	\$1200.00	<i>Contract Required</i> Per day charge
Friday & Saturday Rate	\$1850.00	Per day charge
Security Deposit (refundable)	\$500.00	Deposit must be paid when the event is booked
Cleaning Fee	\$350.00	One-time fee.
<b>Convention Center – Military, Veteran, or First Responder</b>		
<i>Contract Required</i>		

# TOWN OF FULTON

## Fee Schedule

**FY 2022-23**

Item 9.

SERVICES	CHARGE/FEE	COMMENTS
Sunday thru Thursday Rate	\$700.00	Per day charge
Friday & Saturday Rate	\$1350.00	Per day charge
Security Deposit (refundable)	\$500.00	Deposit must be paid when the event is booked
Cleaning Fee	\$350.00	One-time fee.
<b>Convention Center - Non-Profits</b>		
Sunday thru Thursday Rate	\$850.00	Per day charge
Friday & Saturday Rate	\$1350.00	Per day charge
Security Deposit (refundable)	\$500.00	Deposit must be paid when the event is booked
Cleaning Fee	\$350.00	One-time fee
<b>Convention Center Break-Away Rooms</b>		
Room 1 or Room 2	\$150.00	Per day charge; *No weekend, discounts, or cleaning included
Both Rooms Combined	\$300.00	Per day charge; *No weekend, discounts, or cleaning included
Security Deposit	\$50.00	Deposit must be paid when the event is booked
Cleaning Fee	\$175.00	One-time fee
<b>Fulton Park Rates- Private Events</b>		
Sunday thru Thursday Rate	\$100.00	Per day charge
Friday & Saturday Rate	\$200.00	Per day charge
Security Deposit	\$50.00	
FVFD & TPWF	Exempt	
<b>MUNICIPAL COURT</b>		
OmniBase Fee	\$10.00	Section 706.007(d), Transportation Code
Court Fee – Local Consolidated Fee	\$14.00	Tex. Local Gov't Code 134.103
Summons Reimbursement Fee	\$35.00	Article 102.011, Code of Criminal Procedure; Section 133.104, Local Gov Code
Arrest Reimbursement Fee	\$5.00	Article 102.011, Code of Criminal Procedure; Section 133.104, Local Gov Code
Warrant Reimbursement Fee	\$50.00	Article 102.011, Code of Criminal Procedure; Section 133.104, Local Gov Code
Cost of Impaneling a Jury	Actual Cost	Article 45.026, Code of Criminal Procedure
Cost for Summoning a Jury	\$5.00	Article 102.011, Code of Criminal Procedure; Section 133.104, Local Gov Code
Notary Service Fee	\$6.00	Tx Govt Code: 406.024
<b>FULTON FISHING PIER</b>		
Fishing - Fee Per Fishing Pole	\$5.00	Maximum 4 Poles
Fishing - Military & Veterans	No Charge	One pole per person.
Admission and walking	No Charge	
<b>POLICE DEPARTMENT</b>		
Copies		
Standard Paper (11-1/2 x 11)	\$0.10	
Document DVD	\$1.00	
Video DVD	\$3.00	
Audio 911 DVD/CD	\$1.00	
Oversized Paper (11-1/2 x 17)	\$0.50	
Traffic Accident Report	\$6.00	
Body Cam – Recording responsive to specific request	\$10.00	
Body Cam per minute charge (round to nearest minute)	\$1.00	
Parade Permits	\$25.00	Fees may be waived for local groups.
<b>FOOD TRUCK FEES</b>		
Food Truck Application Fee – Calendar Year		
Fulton Harbor/Park	\$75.00	
<b>OTHER PERMIT</b>		
<b>Food-Related Establishment Permit – Calendar Year</b>		
0-3 Employees per establishment	\$70.00	
4-6 Employees per establishment	\$120.00	
7-9 Employees per establishment	\$220.00	
10-15 Employees per establishment	\$320.00	
16+ Employees per establishment	\$420.00	
Mobile Vendors	\$60.00	meat trucks, ice cream trucks, shrimp vendors, etc.
<b>Vendor Permit</b>		
1 Month	\$100.00	
2 Months	\$200.00	
3 Months	\$300.00	
1 Year	\$500.00	
<b>UTILITIES - SEWER</b>		

# TOWN OF FULTON

## Fee Schedule

FY 2022-23

Item 9.

SERVICES	CHARGE/FEE	COMMENTS
	<u>Minimum Charge</u>	<u>Tap Size</u>
<b>Residential/Single Family Sewer Inside City Limits</b>		
First 1,500 gallons or less	\$30.08	¾" tap
	\$33.97	1" or larger
Cost/1,000 gallons over 1,500 gallons		
1,501 gallons – 10,000 gallons	\$4.17	
10,001 gallons – 25,000 gallons	\$4.22	
25,001 gallons – 40,000 gallons	\$4.37	
40,001 gallons – and up	\$4.63	
<b>Non-Residential/Non-Single Family (Excluding Trailer and RV Parks) Sewer Inside City Limits</b>		
First 1,500 gallons	\$34.28	¾" Tap
	\$37.92	1"
	\$45.70	1 ½"
	\$56.07	2"
	\$87.20	3"
	\$114.17	4"
	\$117.03	6"
Cost/1,000 gallons over 1,500 gallons		
1,501 gallons – 10,000 gallons	\$4.06	
10,001 gallons – 25,000 gallons	\$4.17	
25,001 gallons – 40,000 gallons	\$4.22	
40,001 gallons – and up	\$4.32	
<b>Residential/Single Family Sewer Outside City Limits</b>		
First 1,500 gallons	\$35.58	¾" Tap
	\$40.77	1"
Cost/1,000 gallons over 1,500 gallons		1 ½"
1,501 gallons – 10,000 gallons	\$5.01	2"
10,001 gallons – 25,000 gallons	\$5.05	3"
25,001 gallons – 40,000 gallons	\$5.21	4"
40,001 gallons – and up	\$5.46	6"
<b>Non-Residential/Single Family Sewer Outside City Limits</b>		
First 1,500 gallons	\$35.58	¾" Tap
	\$40.77	1"
	\$46.66	1 ½"
	\$56.54	2"
	\$98.56	3"
	\$145.82	4"
	\$148.93	6"
Cost/1,000 gallons over 1,500 gallons		
1,501 gallons – 10,000 gallons	\$5.01	
10,001 gallons – 25,000 gallons	\$5.06	
25,001 gallons – 40,000 gallons	\$5.21	
40,001 gallons – and up	\$5.46	
<b>Residential/Non-Single Family, 2-4 Units</b>		
Cost per unit	\$19.19	
Cost/1,000 gallons		
0 gallons – 10,000 gallons	\$5.01	
10,001 gallons – 25,000 gallons	\$5.06	
25,001 gallons – 40,000 gallons	\$5.21	
40,001 gallons – and up	\$5.46	
<b>Residential/Non-Single Family, 5 or mor units (Including Apartment Complexes, Trailer and RV Parks and Hotels)</b>		
Cost per unit	\$5.70	
Cost/1,000 gallons		
0 gallons – 10,000 gallons	\$5.05	
10,001 gallons – 25,000 gallons	\$5.06	
25,001 gallons – 40,000 gallons	\$5.21	
40,001 gallons – and up	\$5.46	
<b>Sewer Only</b>		
<b>Inside City Limits</b>		
Residential	\$42.27	
Non-Residential	\$46.16	
Non-Residential RV Parks	\$46.16	+cost per unit (RV) \$12.96
<b>Outside City Limits</b>		
Residential	\$52.32	
Non-Residential	\$56.47	
<b>Sewer Taps</b>		
4" Tap	\$2100.00	Any fees incurred by the Town for the installation of a tap by a subcontractor will be passed on to the property owner
6" Tap	\$2200.00	Any fees incurred by the Town for the installation of a tap by a subcontractor will

**TOWN OF FULTON**

**Fee Schedule**

**FY 2022-23**

Item 9.

SERVICES	CHARGE/FEE	COMMENTS
		be passed on to the property owner
<b>Access Fees for Existing Taps</b>		
R-1 Single Family	\$250.00	
R-2 & R-3 Multifamily	\$100.00 per unit	
C – Commercial	\$500.00	
*All sewer impact fees must be paid to the City of Rockport with receipt of payment being submitted to the Town of Fulton before services are rendered.		

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