



# TOWN COUNCIL REGULAR MEETING

Wednesday, March 01, 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/PRAAYER**

### 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 February 1, 2023.
- 2. Discuss/Approve/Disapprove** Mayor's February 2023 credit card statement.
- 3. Discuss/Approve/Disapprove** the November and December 2022 financials.

### ITEMS FOR CONSIDERATION

- 4.** Receive a report from Shelly Stuart, President/CEO, of the quarterly expenditures and activity for the HOT funds for the Rockport-Fulton Chamber of Commerce.
- 5. Discuss/Approve/Disapprove** 2023 - 2024 renewal of insurance coverage for the Town.
- 6. Discuss/Approve/Disapprove** the Interlocal Cooperation Agreement Between Aransas County, Texas, and the Town of Fulton, Texas for Aransas County to Provide Retail Food Establishment Regulation and Enforcement Services.

- 7. Discuss/Approve/Disapprove** the agreement between the Town of Fulton and Fulton Volunteer Fire Department Concerning Use of Funds from the Hotel Occupancy Tax for Oysterfest 2023.
- 8. Discuss/Approve/Disapprove** the Interlocal Cooperation Agreement Between Aransas County, Texas and the Town of Fulton for Aransas County to Provide Grant Administration and Other Services for Projects Funded Through a Community Development Block Grant Regional Council of Governments Method of Distribution and Mitigation Grant Administered Through the Texas General Land Office Projects.
- 9. Discuss/Approve/Disapprove** Fulton Community Church's parking permit application to be used during the 2023 Oysterfest.

## **CLOSED SESSION**

*The Town Council may elect to go into closed session pursuant to Chapter 551, Section 551.071, Government Code to deliberate pending litigation: Town of Fulton v. John William Johnson; and Section 551.074, Government Code personnel matters.*

## **OPEN SESSION**

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

## **ANNOUNCEMENTS**

**10.** Mayor's Update.

**11.** The next Regular Fulton Town Council Meeting will be held Wednesday, March 15, 2023, beginning at 6:00 pm.

**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.

## **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](mailto: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 Friday, February 24, 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, February 01, 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  
Place 2 Chris Garis  
Place 3 MaryAnn Pahmiyer  
Place 4 Carl Biesenbach

##### ABSENT

Mayor Pro Tem Robert Loflin  
Place 5 Jayne Robertson

##### STAFF PRESENT

Stephanie Garcia, City Secretary  
Hal George, Town Attorney  
John Harrell, 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.*

No one came forward.

## PRESENTATION

Chief Harrell presented David Cameron and John Lazzarotti with the Fulton Fire Department a certificate of appreciation. Chief Harrell thanked the gentlemen for their service and the help they provided the Town of Fulton Police Department. Chief Harrell also mentioned that with the help of the fire department it helps to maintain the integrity of a scene.

## 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 Town Council Meeting held on January 18, 2023.

Motion made by Place 2 Garis, Seconded by Place 4 Biesenbach to approve the Consent Agenda item as presented

Voting Yea: Mayor Cole, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

## ITEMS FOR CONSIDERATION

2. Receive an update of the 2021 Racial Profiling Report from Chief Harrell.

Chief Harrell presented David Cameron and John Lazzarotti with the Fulton Fire Department a certificate of appreciation. Chief Harrell thanked the gentlemen for their service and the help they provided the Town of Fulton Police Department. Chief Harrell also mentioned that with the help of the fire department it helps to maintain the integrity of a scene.

3. **Discuss/Approve/Disapprove** Contract for Election Services between the Elections Administrator of Aransas County and the Town of Fulton for the May 6, 2023 Election.

Motion made by Place 2 Garis, Seconded by Place 3 Pahmiyer to accept the Contract for Election Services between the Elections Administrator of Aransas County and the Town of Fulton for the May 6, 2023 Election.

Voting Yea: Mayor Cole, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

4. **Discuss/Approve/Disapprove** Resolution No: R-03-2023: A Resolution of the Town of Fulton, ordering a general election and establishing procedures for said election to be held on May 6, 2023.

Motion made by Place 4 Biesenbach, Seconded by Place 2 Garis Resolution No: R-03-2023: A Resolution of the Town of Fulton, ordering a general election and establishing procedures for said election to be held on May 6, 2023.

Voting Yea: Mayor Cole, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

5. **Discuss/Approve/Disapprove** request from Fulton Oysterfest to use the Fulton Park from February 20, 2022 through March 8, 2022, their request for a parade permit for the Fulton Oysterfest Parade, and their request for street closures for the event.

It was noted that the year of 2022 indicated on the agenda was incorrect. The corrected dates are February 20, 2023 through March 8, 2023. It was agreed to accept the request with the corrected dates being indicated in the minutes.

Motion made by Place 2 Garis, Seconded by Place 3 Pahmiyer to accept the request from Fulton Oysterfest to use the Fulton Park from February 20, 2022, through March 8, 2022, their request for a parade permit for the Fulton Oysterfest Parade, and their request for street closures for the event.

Voting Yea: Mayor Cole, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

## **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. Mayor Cole indicated the work is progressing on the large westside sewer and drainage project. Chief Harrell indicated that the RV parks are full with our Winter Texans.
7. The next Regular Fulton Town Council Meeting will be held Wednesday, February 15, 2023, beginning at 6:00 pm. MaryAnn Pahmiyer also mentioned that the next Neighborhood Watch meeting will be held February 14, 2023.

**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.*

## **ADJOURNMENT**

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

Motion made by Place 2 Chris Garis, Seconded by Place 4 Carl Biesenbach.

Voting Yea: Mayor Cole, Place 2 Garis, Place 3 Pahmiyer, Place 4 Biesenbach

Meeting adjourned at 6:09 p.m.

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Kelli Cole, Mayor

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Stephanie Garcia, City Secretary





# Thank You For Your Order.


Order Date: February 10th 2023  
Order #: VP\_4VXXF83W

[Print order details](#)

**Shipping Method**  
Standard  
Estimated Arrival Feb 23rd

**Shipping Address**  
Heather Harrell  
Town of Fulton  
201 N. 7th St.  
Fulton, Texas 78358  
United States of America  
13617292388

**Billing Address**  
Kelli Cole  
Town of Fulton  
PO Box 1130  
Fulton, Texas 78358  
United States of America  
3617295533

**Payment Method**  
 Visa  
\*\*\*\* 0064  
\$1,080.88

## Items



**Vinyl Banners**  
In Progress  
Expected Delivery Feb 23rd  
Quantity: 2



Selected Options



Item Total

\$109.97

## Order Summary

Product Total	\$1,054.89
Shipping	\$25.99
<b>Total paid</b>	<b>\$1,080.88</b>



**Vinyl Banners**  
In Progress  
Expected Delivery Feb 23rd  
Quantity: 2



Selected Options



Item Total

\$443.83



**Vinyl Banners**  
In Progress  
Expected Delivery Feb 23rd  
Quantity: 2



Selected Options



Item Total

\$443.83

**Vinyl Banners**  
In Progress  
Expected Delivery Feb 23rd  
Quantity: 1



Selected Options



Item Total

\$57.26



**Virtual Learning Concepts**  
 P.O. Box 6212, Huachuca City, Arizona  
 85616, UNITED STATES  
 26-1394238

sales@virtuallearningconcepts.info

**Invoice To**

Kelli Cole  
 P O Box 1130  
 Fulton  
 Texas  
 78358  
 UNITED STATES  
**Telephone:** 361-729-5533  
**Email:** mayor@fultontexas.org

**Deliver To**

Kelli Cole  
 P O Box 1130  
 Fulton  
 Texas  
 78358  
 UNITED STATES  
**Telephone:** 361-729-5533  
**Email:** mayor@fultontexas.org

**Invoice Date** 07 February 2023  
**Payment Method** PayPal Pro  
**Shipping Method**

**Invoice Number** RC26138455  
**Payment Status** Success  
**Currency** US Dollar \$

Code Item Name  
 PFIA\_200\_02 PFIA-Online Training Course

Quantity	Price	Total
1	\$275.00	\$275.00
<b>Sub Total</b>		\$275.00
<b>Shipping</b>		\$0.00
<b>Total</b>		<b>\$275.00</b>

County/Entity Name Town of Fulton  
 TML I.D.  
 TDLR I.D.  
 Student Name(s) Kelli Cole

# Consent Agenda Financials

(a copy will be available  
For review at Town Hall)

**HOT FUNDING EXPENSE REPORT 2022-2023**

Description of Expense	Approved Budget	1st Quarter Expenses	2nd Quarter Expenses	3rd Quarter Expenses	4th Quarter Expenses	Total	Number of Heads In Beds
Accounting Fees	1,150.00	-	-	-	-	-	-
Advertising and promotion	21,799.30	21,974.00	-	-	-	21,974.00	-
Bank & Card Fees	-	10.50	-	-	-	10.50	-
Conference Fees	-	-	-	-	-	-	-
Contract Services	3,333.24	-	-	-	-	-	-
Event funding assistance	-	-	-	-	-	-	-
Dues and Subscriptions	-	-	-	-	-	-	-
Equipment lease and maintenance	-	-	-	-	-	-	-
Food, beverages and meals	-	-	-	-	-	-	-
Maintenance and repairs	-	-	-	-	-	-	-
Mileage and travel	840.00	-	-	-	-	-	-
Postage and freight	-	-	-	-	-	-	-
Printing and publication	-	-	-	-	-	-	-
Prizes, gifts and awards	-	-	-	-	-	-	-
Rentals and fees	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Tax and license	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-
Telephone Internet Service	-	-	-	-	-	-	-
Utilities	-	51.40	-	-	-	51.40	-
Interest	120.00	-	-	-	-	-	-
Web site maintenance	-	-	-	-	-	-	-
Administrative services reimbursement	21,600.00	5,400.00	-	-	-	5,400.00	-
Inter Fund Support	1,600.00	-	-	-	-	-	-
<b>TOTAL REQUESTED</b>	<b>50,442.54</b>	<b>27,435.90</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>27,435.90</b>	<b>624,176</b>

see attached

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses	Fiscal Year Administrative Actual	Percentage of Fiscal Year
Administrative services reimbursement	21,600.00	5,400.00	25.00%
Totals	21,600.00	5,400.00	25.00%

<b>Heads in Beds Calculation</b>	
<b>Use Rockport - Fulton Number of Hotel Rooms as Base</b>	<b>4Q 2022</b>
1. Number of Hotel Rooms in Rockport - Fulton (Source: Texas Comp	1975
2. Number of Nights in 4Q 2022 (Oct - Dec)	92
3. Available Room Nights to Sell in Rockport - Fulton (1 * 2)	181,700
4. Rockport - Fulton Hotel Occupancy (Estimated by Source Strategie	45.20%
5. Rockport - Fulton Rooms Nights Sold (3 * 4)	82,128
6. Number of Visitors in Each Room (Size of Party Assumption)	1.9
7. Number of Rockport - Fulton Hotel-based Visitors (5 * 6)	156,044
8. Average Number of Nights Spent in Rockport - Fulton (Assumption	4
9. Number of "Heads in Beds" Rockport - Fulton (7 * 8)	624,176

Calculations by Prost Marketing, Inc  
2/17/2022 FINAL



**Quarterly Report on the Use of HOT Funds  
4th Quarter - October thru December 2022**

## Highlights of October, November, December

- **Seafair Celebration** – Gate activity was strong. There were 9,281 tickets sold, but including vendors, sponsors, volunteers, etc., estimated total attendance was at 12,500, a 14% increase over last year. Revenue was up 5% over last year as well.
- **Marketing and Promotion** - Worked with Attractions Committee and local event organizers to promote through press releases, the Chamber website calendar, and social media information about things to do in the Rockport-Fulton area with an emphasis on drawing travelers to the community.
- **Website Launch** - Preparing for 1st Quarter 2023 new Rockport-Fulton Chamber of Commerce Website Launch.
- **Hospitality Training** – The Chamber of Commerce hosted a Hospitality Training which resulted in 14 participants receiving their certification. This program is intended to train both business owners and employees in the areas of improved employee performance resulting in higher customer satisfaction. There were 14 participants who received their Certificate of Completion.
- **Local meetings** - Local Attractions, Aransas Pathways, GeoTour, Committee, Tourism Development Council, Short Term Rental Council, RV Council
- **Shop Small Saturday**-A two-day event held in November encouraging residents to shop and support small and local businesses.

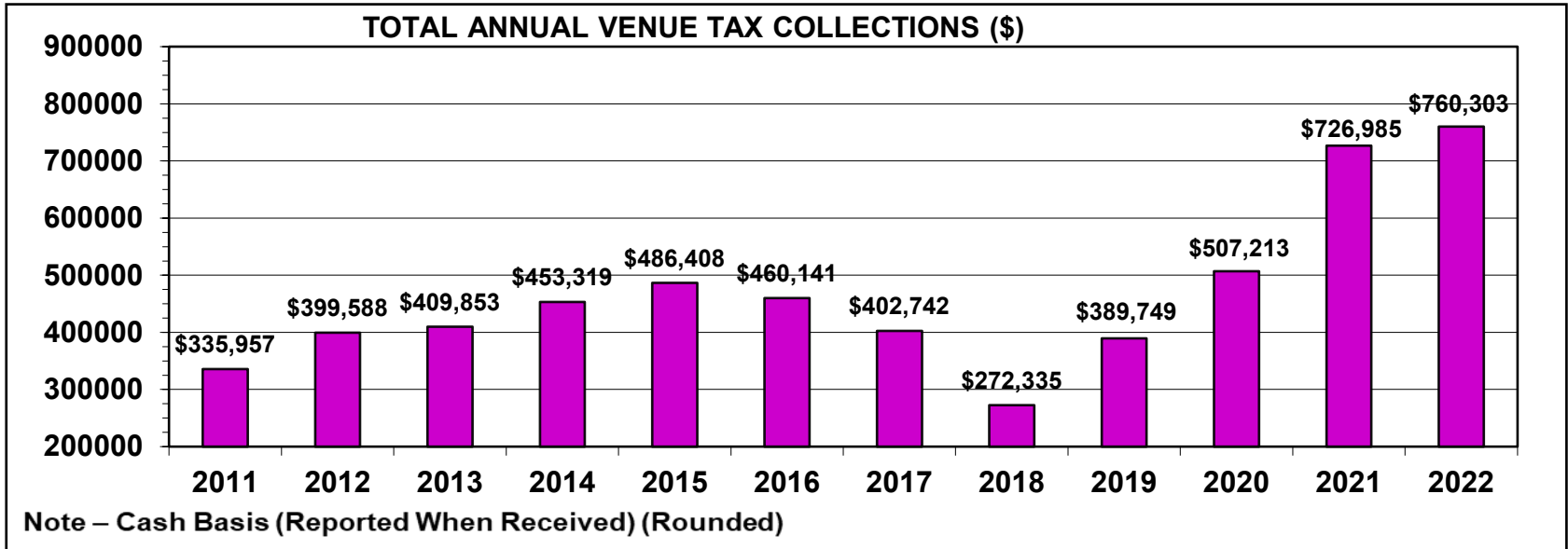




# ARANSAS COUNTY ANNUAL VENUE TAX COLLECTIONS (\$)

Item 4.

- At \$760,303 for 2022, the Venue Tax is up about 5% over the banner year of 2021. Specifically, the continued Venue Tax increase in 2022 comes after the significant increase from just over \$507K in 2020 to just over \$725K in 2021 (a 43% increase).
- Calendar year 2018 was the low point for Venue Tax Collections and since then (through 2022), the collections are up three times the 2018 level.
- Overall, the annual Venue Tax collections are up 226% since tracking began in the base year of 2011.



SOURCE: Aransas County Treasurer Data

## EXECUTIVE SUMMARY: KEY WEBSITE FINDINGS

Item 4.

- Visits to the Rockport – Fulton website continue to increase with 298,875 users during FY 2022. Traffic is up from 190,000 in FY 2019 and 243,234 in FY 2021.
- For calendar year 2022, there were just over 300,000 users as compared to 265,000 in 2021
- The demographic profiles of website visitors show a good mix of age groups with about 32% being age 55+, 42% are age 35-54, and 25% are age 18-34. The <55 age cohorts continue to gain vs. the 55+ consumers
  - Females continue to favor the site vs. males at about a 55% to 45% ratio, with males increasing their ratio in 2022 vs. 2021.
  - Website users' interests continue to include consumers interested in: Food & Dining/Cooking, Shoppers, Business Professionals, Outdoor Enthusiasts, Do-It-Yourselfers, Family Focused, TV/Entertainment Lovers and Bargain Hunters
- Geographically, the majority of the web visitors continue to be from Texas (54% in the current reporting period), specifically, the major metro areas (Austin, Houston, Dallas, and San Antonio, followed by Rockport – Corpus Christi area)
- After website visitors find the Rockport – Fulton website organically, the highest sources visitors use to get to the site are via the digital marketing and social media campaigns

## EXECUTIVE SUMMARY: CAMPAIGNS

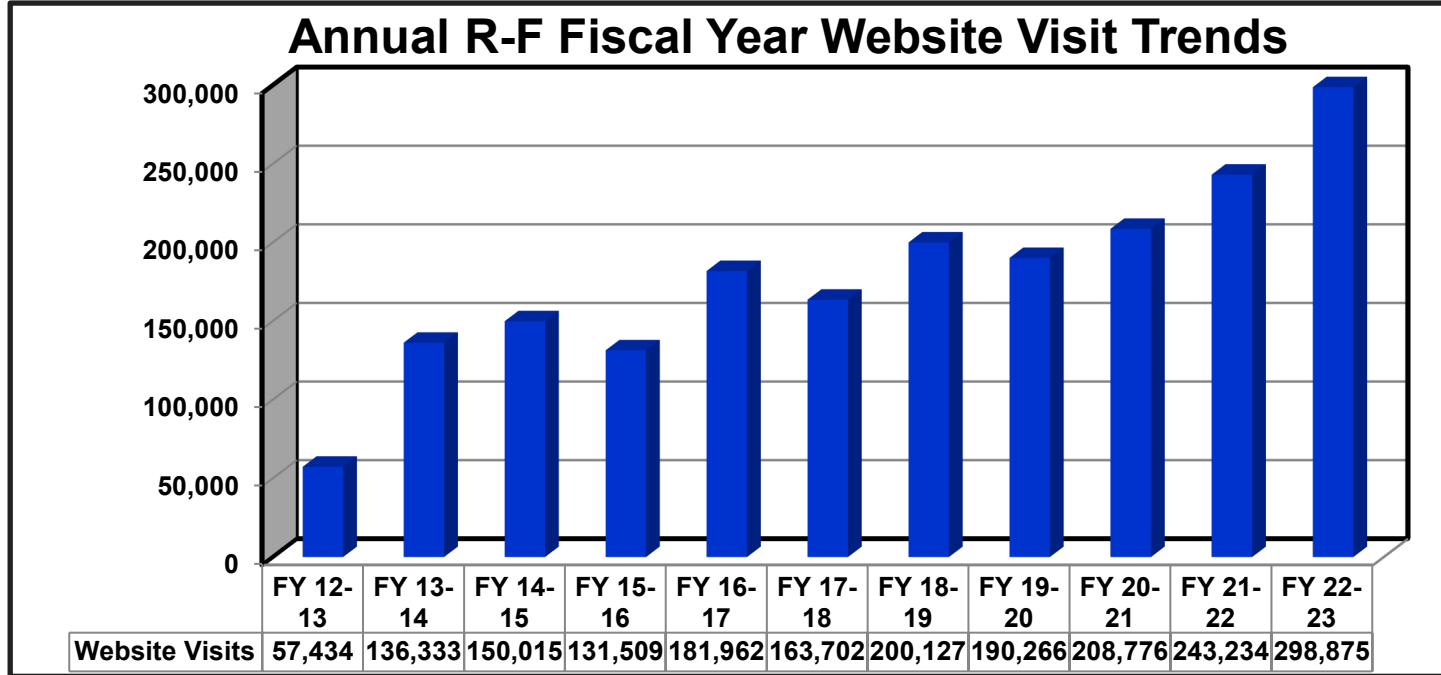
Item 4.

- **The Digital/Online Campaign 2022 put the Rockport – Fulton messaging in front of over 11 Million consumers** producing nearly 43,000 trackable actions -- including nearly 35K clicks and another almost 7,500 engagement actions
  - The overall **Click Through Rate (CTR)** so far is just over .4%.
  - Tactics used included Next Gen BT, Mobile Geofencing, Video Pre-roll, Social campaigns, and Site Retargeting
  - The demographics profiles of responders typically matched those who visit the website
- **Rockport – Fulton continues to have about 67,000 followers on Facebook.**
  - Rockport – Fulton Facebook users far and away originate from San Antonio (~30%)  
Secondary areas are Houston (12%) and Austin (8%)  
Tertiary area is Rockport/Corpus Christi and surrounding area (4%)
  - The Facebook posts and campaigns reached over 1.4 million consumers
- Rockport has good reviews on Google averaging 4.8 stars.

## FY ANNUAL TRENDS ROCKPORT – FULTON WEBSITE PAGE VISITS

Item 4.

The graph below tracks annual visits to the Rockport – Fulton website. Website growth has continued an upward trajectory over time. FY 2022 page visits totaled at 298,875, a 23% increase from the previous Chamber Fiscal Year.



The Annual Seafair Festival held October 7-9, 2022 was a great success! It was great to have the carnival back and it added to the success of the festival. The kids scavenger hunt and fishing pool proved to be successful additions to the event as well.

Item 4.

There were a variety of 10 food vendors and trailers who reported strong sales. In addition there were 95 arts and crafts and market vendors on-site who reported being very pleased with their sales.

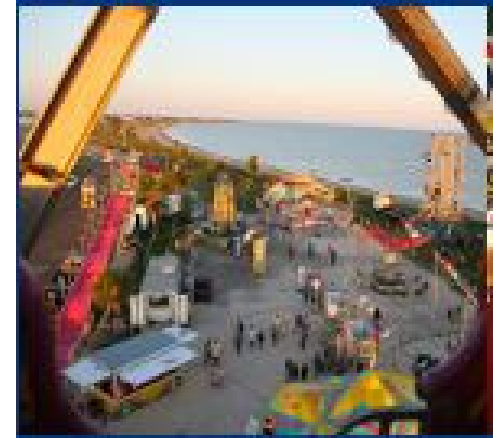
The live entertainment was steady throughout the weekend and enthusiastically received by all festival goers.

The SR Boil House served gumbo throughout the weekend with seven teams competing and serving up their best.

The Seafair parade had over 60 entrants and a great spectator turn-out.

The Glow Row exhibit was a great hit sharing just one of Rockpor's local attractions with visitors.

The Sunday car show featured an array of 23 cars dating from 1957 to 2016. Classics, Muscle cars, Low Riders, Step Sies and more were displayed. The People's Choice award was presented to a 2016 Vet Owner.



With over 50 entries the cardboard boat races were a tremendous success. A yearly favorite is always the hilarious two-day run of the crab races.

This year's Cooking Contest features salsa, and desert entries from locals and across the state. There were 1st-3rd place winners (9), as well as Honorable Mention (3) in each category of Just Deserts for youth and adults and the adult Salsa Contest with a total of 15 entries.



Thanks to the Seafair Committee, all of the volunteers and sponsors that made it happen!

## Advertising ...

Item 4.

**Billboards** - 8 locations – 1 in SA, 1 in Austin, 1 in CC, 2 in Houston, 1 in Victoria, 1 in Waco, and 1 in Dallas

**Print publications** – Texas Monthly, and Texas Parks and Wildlife, Texas Highways

**TV and Radio** – Coverage in San Antonio, New Braunfels and the Hill Country

**Digital Media** - Heavy Geotargeting in San Antonio, Houston, and Austin areas. All receiving good, solid response



Venue Tax Collections

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan		15,810.47	9,471.50	13,196.53	15,311.70	19,291.73	20,517.67	18,584.84	9,395.80	10,710.93	18,226.59	20,530.64	29,730.03	25,979.28
Feb		5,253.80	12,843.22	12,830.11	12,590.82	17,056.41	14,862.15	24,111.58	10,989.07	13,688.02	18,303.80	17,201.09	21,590.45	
Mar		20,624.90	13,831.76	17,316.30	18,818.84	18,700.25	24,882.69	27,014.94	8,451.52	12,868.93	24,719.74	24,449.32	31,866.47	
Apr		24,206.13	29,934.45	36,180.10	29,830.84	34,822.25	39,051.27	45,019.00	25,783.43	27,787.11	28,441.38	64,972.23	68,525.18	
May		18,380.32	25,625.53	24,592.78	30,768.79	34,601.22	29,974.18	38,150.41	26,644.19	24,441.83	11,144.83	57,099.84	52,128.77	
June		36,467.68	32,401.32	37,118.69	38,652.09	39,416.11	43,457.29	39,913.39	19,039.65	34,679.91	45,371.58	77,307.65	65,580.01	
July		48,190.23	52,308.62	63,499.81	76,201.40	71,101.27	69,323.92	71,707.64	38,911.54	60,122.74	81,591.75	113,895.00	106,786.17	
Aug		57,247.12	67,579.72	73,353.36	71,034.49	84,116.81	85,220.95	78,603.01	39,534.97	68,230.56	70,289.34	124,772.65	165,730.22	
Sept		39,008.13	44,761.13	49,175.78	67,686.89	60,881.23	44,607.36	23,628.37	30,495.66	41,781.19	74,972.18	79,486.08	82,397.61	
Oct		34,124.23	35,217.47	38,688.90	37,990.46	43,508.17	36,064.77	20,693.21	26,648.66	37,427.96	59,465.74	58,742.23	63,348.01	
Nov		21,745.94	53,038.35	24,229.07	34,795.96	27,465.03	33,854.16	7,101.65	20,180.66	35,157.38	43,802.50	51,263.18	41,895.85	
Dec	15,232.35	14,898.07	22,574.66	19,671.22	19,637.16	35,447.43	18,324.24	8,213.95	16,259.99	22,852.30	30,883.40	37,265.36	30,724.35	
	15,232.35	335,957.02	399,587.73	409,852.65	453,319.44	486,407.91	460,140.65	402,741.99	272,335.14	389,748.86	507,212.83	726,985.27	760,303.12	25,979.28

Accumulated Total Since Inception 5,645,804.24

Visitor Sign-In Log at Rockport-Fulton Visitor Center	1st QT	May-18	2nd QT	Jul-18	Aug-18	Sep-18	3rd QT	Oct-18	Nov-18	Dec-18	
<b>Visitor Data Distribution</b>											
Outside of 70 Miles*	94.60%	89.20%	89.00%	90.00%	88.00%	81.60%	86.50%	89.80%	83.30%	83.40%	85.50%
Local**	5.40%	10.80%	11.00%	10.00%	12.00%	18.40%	13.50%	10.20%	16.70%	16.60%	14.50%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
<b>*Highlights of Tourism &gt; 70+ miles and major metropolitan areas in TX</b>											
Austin	0.90%	3.90%	7.50%	5.60%	12.30%	8.10%	8.70%	3.50%	8.50%	5.60%	5.80%
Dallas / Ft. Worth	1.40%	4.90%	5.30%	5.40%	6.10%	10.30%	7.30%	2.80%	3.90%	1.20%	2.60%
Houston	3.40%	2.90%	5.30%	4.10%	12.30%	13.40%	9.90%	4.50%	4.70%	3.60%	4.20%
San Antonio	3.00%	10.80%	12.40%	17.80%	12.30%	15.60%	15.20%	14.10%	4.70%	3.60%	7.50%
Total major metro areas (AUS, DFW, HOU, SAT)	8.70%	22.50%	30.50%	32.90%	43.00%	47.40%	41.10%	24.80%	21.80%	13.90%	20.10%
Tourism from outside of Texas	75.50%	36.30%	33.50%	14.90%	14.90%	22.50%	17.40%	35.50%	47.10%	53.70%	45.40%
Rural tourism beyond 70 miles	10.40%	30.40%	25.00%	42.20%	30.10%	11.70%	28.00%	29.40%	14.40%	15.70%	19.80%
<b>Total tourism from beyond 70 miles</b>	<b>94.60%</b>	<b>89.20%</b>	<b>89.00%</b>	<b>90.00%</b>	<b>88.00%</b>	<b>81.60%</b>	<b>86.50%</b>	<b>89.70%</b>	<b>83.30%</b>	<b>83.30%</b>	<b>85.30%</b>
<b>** Local Visitors &lt; 70 miles</b>											
Rockport and Fulton	3.50%	7.80%	6.90%	5.00%	5.20%	11.70%	7.30%	9.90%	10.50%	13.10%	11.10%
Corpus Christi	1.30%	2.50%	3.50%	3.90%	5.00%	4.50%	4.50%	0.30%	3.10%	1.80%	1.80%
VICTORIA											
Rural Areas	0.60%	0.30%	0.60%	1.10%	1.80%	2.20%	1.70%	0.00%	3.10%	1.80%	1.80%
<b>Total</b>	<b>5.40%</b>	<b>10.80%</b>	<b>11.00%</b>	<b>10.00%</b>	<b>12.00%</b>	<b>18.40%</b>	<b>13.50%</b>	<b>10.20%</b>	<b>16.70%</b>	<b>16.70%</b>	<b>14.70%</b>

**Notes regarding Foreign Visitors:**

Visitor Center Numbers: October 421, November 301, December 413 =  
Total 1135 Visitors



# January – February - March Upcoming Highlights ...

Item 4.

- Rockport Gospel Music Festival Jan. 6-7
- Winter Texan Appreciation Day, Jan. 19
- Clay Expo, Feb. 4-5
- LaMardi Gras, Feb. 10-11
- Fulton Oysterfest Mar. 2-5
- Spring Art Fair by the Bay, Mar.11-12



Rockport Gospel Music Festival 2023

• The Nelsons • The Kasomen

• The McNeills • Crimson River

Also Appearing:  
Brian Arnold, The DeLawks, Singing Men of South Texas, Cheryl Golden, Greg Shockley, Logan and Megan Pettis

Friday & Saturday, January 6th & 7th, 2023

Friday, January 6th Concert starts at 6:00 pm Doors open at 5:00 pm	Saturday January 7th Concert starts at 11:00 am Doors open at 10:00 am
---	--

Admission:  
\*\* FREE \*\*  
Love offering

First Baptist Church Rockport  
1515 N. Live Oak Street  
Rockport, Texas 78382

[GospelForce.org/Festival.html](http://GospelForce.org/Festival.html)



LaMardi Gras 2023

Lamar Volunteer Fire Department  
302 Bois D'Arc, Rockport, TX

February 10-11 Live Music

Fri: 5pm – 11pm  
Sat: 10am-11pm

**\$5 Admission**  
All Weekend  
12 & Over

Parade Saturday @ 11 am

5-8 pm  
Mid-Life Crisis  
8-11 pm  
Code 2 & The Extinguishers

10 am - 12 pm  
Tejas 3 Step Band  
12-3 pm  
Ty Boudreaux 1man Cajun  
3-6 pm  
Bill Pekar & The Rainey Bros.  
7-11 pm  
Riptide

Beer & Wine

Charter Bay Hunting Club  
New Year's Eve  
REATA  
Lamar Volunteer Fire Department & Central Fire

[www.lamardigras.com](http://www.lamardigras.com) or like us on FaceBook



# AD PERFORMANCE – HIGH CTRs

Item 4.

 <p>Straight from the bay right to your plate.</p> <p>ROCKPORT FULTON</p>	 <p>The best time to fish is as soon as you can get here.</p> <p>ROCKPORT FULTON</p>	 <p>Families have been known to get along here.</p> <p>ROCKPORT FULTON</p>
300x250 Sample .18 CTR	300x250 Sample .12 CTR	300x250 Sample .13 CTR

September 2022

 <p>Straight from the bay right to your plate.</p> <p>ROCKPORT FULTON</p>	 <p>The best time to fish is as soon as you can get here.</p> <p>ROCKPORT FULTON</p>	 <p>Families have been known to get along here.</p> <p>ROCKPORT FULTON</p>
300x250 Sample 2.53 CTR	300x250 Sample 2.24 CTR	300x250 Sample 4.08 CTR

October and November 2022

 <p>Straight from the bay right to your plate.</p> <p>ROCKPORT FULTON</p>	 <p>The best time to fish is as soon as you can get here.</p> <p>ROCKPORT FULTON</p>	 <p>Families have been known to get along here.</p> <p>ROCKPORT FULTON</p>
300x250 Sample 6.74 CTR	300x250 Sample 3.79 CTR	300x250 Sample 4.35 CTR

December 2022



# SAMPLES OF SOCIAL ADS – HIGH CTRs

Item 4.



October 2022



November 2022



December 2022





# Outdoor

Item 4.

Find family treasure.



FIND YOURSELF IN  
**ROCKPORT  
FULTON**  
Rockport-Fulton.org

© 2022 Ty Husak

Let's hook up.



FIND YOURSELF IN  
**ROCKPORT  
FULTON**  
Rockport-Fulton.org

© 2022 Mario Nesbit

Catch your perfect day.



FIND YOURSELF IN  
**ROCKPORT  
FULTON**  
Rockport-Fulton.org

© 2022 Mario Nesbit

Families get along here.



FIND YOURSELF IN  
**ROCKPORT  
FULTON**  
Rockport-Fulton.org

© 2022 Ty Husak

# Thank you!

***Shelly Stuart, President, CEO***

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

***Shanon Biggertaff***

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





February 23, 2023

Stephanie Garcia  
City Secretary  
Fulton  
201 N 7<sup>th</sup> St  
Fulton, Texas 78358

RE: Proposal for Coverage

Dear Ms. Garcia:

The Texas Municipal League Intergovernmental Risk Pool (the Pool) is pleased to provide this proposal for coverages as requested. Please review each section carefully.

There are a few points to which I would like to draw your attention:

There has been a 15 % inflation factor applied to the Building and Contents values under the Real and Personal Property coverage. The Pool instituted this change for all Member in the 2022-2023 Fund Year.

With respect to Real and Personal Property coverage, Windstorm and Flood and Earthquake are excluded from the proposal.

The Pool recognizes that the most effective way to stabilize or lower rates is to prevent losses from occurring or, if they do occur, to minimize their impact through effective claims handling. Loss prevention services including site visits by loss prevention representatives, attendance at loss prevention seminars, access to the Pool's extensive loss prevention video library, and online training are available to all of the Pool's members at no additional cost. A training schedule for the current quarter is included in the "Member Services" section of the proposal.

If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced by 2%. If quarterly payments are preferred, there is no interest charge or payment fee.

A Proposal Acceptance Form and Interlocal Agreement are included for the coverages being offered in this proposal. In order to bind coverage, please:

1. Complete and sign the Proposal Acceptance Form.
2. Sign the Interlocal Agreement and designate a Fund Contact. Please note that the Interlocal Agreement requires the Member to appoint a contact of department head rank or higher. The Interlocal Agreement must be signed by someone authorized by the governing body to sign contracts.
3. Return original documents to:  
Texas Municipal League Intergovernmental Risk Pool  
Underwriting Department  
P.O. Box 149194  
Austin, Texas 78714-9194

If you have any questions concerning this proposal, please call Claudia Poblano, your Member Services Manager, at (956) 489-7475. You may also reach me at (512) 491-2334.

Sincerely,



Jonathan P. Summey, CIC  
Underwriter

Copy to: Claudia Poblano



**Bid / Proposal Summary—Pro Rata**

Item 5.

Date: February 23, 2023

Entity Name: **Fulton**  
 Entity ID: **8859**

<b>Proposed Effective Date</b>	<b>Proposed Anniversary Date</b>
<u>3/1/2023</u>	<u>10/1/2023</u>

Type of Coverage	Limit		Deductible	Contribution
Real & Personal Property <sup>1</sup>	\$ 8,254,403	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost	\$ 1,000	\$ 7,857
Mobile Equipment	\$ 391,186	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost	\$ 1,000	\$ 972
Boiler & Machinery <sup>2</sup>	\$ 100,000	Per accident	\$ 1,000	\$ Included

TOTAL:	\$ 8,829
2% Annual Payment Discount <sup>3</sup> :	\$ (176.58)
Total Contribution:	\$ 8,652.42
Quarterly Payment:	\$ 2,207.25

SEE PROPOSAL FOR OPTIONAL COVERAGES, LIMITS, DEDUCTIBLES, etc.

<sup>1</sup> Real & Personal Property deductible is on a per occurrence basis. Real and Personal Property cannot be accepted on a monoline basis.  
<sup>2</sup> Boiler & Machinery Coverage is included at no additional charge (except for electric generating facilities) under Real & Personal Property Coverage and may not be purchased separately.  
<sup>3</sup> Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)

## Bid / Proposal Summary—Annual

Item 5.

Date: February 23, 2023

Entity Name: **Fulton**  
 Entity ID: **8859**

<b>Proposed Effective Date</b>	<b>Proposed Anniversary Date</b>
10/1/2022	10/1/2023

Type of Coverage	Limit		Deductible	Annual Contribution
Real & Personal Property <sup>1</sup>	\$ 8,254,403	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost	\$ 1,000	\$ 13,398
Mobile Equipment	\$ 391,186	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost	\$ 1,000	\$ 1,657
Boiler & Machinery <sup>2</sup>	\$ 100,000	Per accident	\$ 1,000	Included

TOTAL ANNUAL:	\$ 15,055
2% Annual Payment Discount <sup>3</sup> :	\$ (301.10)
Total Annual Contribution:	\$ 14,753.90
Quarterly Payment:	\$ 3,763.75

SEE PROPOSAL FOR OPTIONAL COVERAGES, LIMITS, DEDUCTIBLES, etc.

<sup>1</sup> Real & Personal Property deductible is on a per occurrence basis. Real and Personal Property cannot be accepted on a monoline basis.  
<sup>2</sup> Boiler & Machinery Coverage is included at no additional charge (except for electric generating facilities) under Real & Personal Property Coverage and may not be purchased separately.  
<sup>3</sup> Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)



## Real and Personal Property Schedule

Item 5.

Member Name: Fulton  
 Member ID: 8859  
 Coverage Period: 03/01/2023 to 10/01/2023 Shown As of 02/24/2023

Your Real & Personal Property Coverage and associated contribution and limit are based on the values shown on the following schedule. Where a "0" or no value is shown, no coverage is provided. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Hist. ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
1		201 N 7th St	1984	New Town Hall	\$400,000	\$63,250
					Replacement Cost	Replacement Cost
2		205 N 7th St	1886	Museum	\$225,000	\$31,625
					Replacement Cost	Replacement Cost
3		205 N 7th St		Bell	\$3,231	\$0
					Replacement Cost	Replacement Cost
5		209 N 7th St		Flag Pole	\$3,231	\$0
					Replacement Cost	Replacement Cost
6		301 N 9th St		Lift Station	\$160,707	\$37,950
					Replacement Cost	Replacement Cost
7		6th St		Lift Station	\$37,950	\$0
					Replacement Cost	Replacement Cost
8		Chaparral St		Lift Station	\$37,950	\$0
					Replacement Cost	Replacement Cost
9		117 Beacon Ln		Lift Station	\$31,625	\$0
					Replacement Cost	Replacement Cost
10		41-A Primrose St		Lift Station	\$37,950	\$0
					Replacement Cost	Replacement Cost
11		402 N Fulton Beach Rd		Lift Station Harbor	\$126,500	\$0
					Replacement Cost	Replacement Cost
20		402 N Fulton Beach Rd		Playground Equipment	\$88,550	\$0
					Replacement Cost	Replacement Cost



## Real and Personal Property Schedule

Item 5.

Member Name: Fulton  
 Member ID: 8859  
 Coverage Period: 03/01/2023 to 10/01/2023 Shown As of 02/24/2023

ID	Hist. ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
13		Fulton Beach Rd		Three Flag Poles with Seating	\$8,884	\$0
					Replacement Cost	Replacement Cost
14		402 Fulton Beach Rd	2020	Convention Center	\$3,795,000	\$126,500
					Replacement Cost	Replacement Cost
15		78 Lone Star Rd		Lonestar Lift Station	\$37,950	\$0
					Replacement Cost	Replacement Cost
16		4570 Hwy 35 N		Diaz Lift Station	\$50,600	\$0
					Replacement Cost	Replacement Cost
18		412 Deforest Loop		Fulton Pier and Baithouse	\$2,530,000	\$0
					Replacement Cost	Replacement Cost
21		306 N 10th St		Maintenance Building	\$382,000	\$37,950
					Replacement Cost	Replacement Cost
Coverage: Real & Personal Property			Total Items:	17	\$7,957,128	\$297,275



# Coverage Extensions Schedule

Item 5.

Member Name: Fulton  
 Member ID: 8859  
 Coverage Period: 03/01/2023 to 10/01/2023 Shown As of 02/24/2023

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Elected Coverage Extension limits are shown below. Any changes or corrections may require adjustment to the contribution. Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the limits indicated below.

Coverage Extension	Limit
Accounts Receivable	\$11,000
Leasehold Interest	\$5,500
Loss of Revenue/Extra Expense and Rental Value	\$55,000
Newly Acquired Property	\$1,000,000 or the Real & Personal Property Limit, whichever is less
Outdoor Trees & Shrubs (\$250 per item)	\$10,000
Personal Property of Employees & Officials	\$5,500
Pollutant Cleanup and Removal	\$20,000 each premises
Property in Transit	\$1,000,000
Valuable Papers and Records, and EDP Media	\$11,000



## Mobile Equipment Schedule

Item 5.

Member Name: Fulton  
 Member ID: 8859  
 Coverage Period: 03/01/2023 to 10/01/2023 Shown As of 02/24/2023

ID	Year	Make Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
1	2019	Kohler	90kw Generator	007	N	\$59,235
		Generator				
2	2018	Kubota	SSV75 Skid Steer	0807	N	\$55,000
		Skid-Steer Loader				
3	2017	Grasshopper	Mower	1074	N	\$9,801
		Mower				
4	2015	Godwin	Diesel Engine Pump	4525	N	\$26,881
		Engine Pump				
5	2015	John Deere	5100E	4416	N	\$50,079
		Tractor				
6	2015	Vactron	Vacuum Unit	3SDT	N	\$99,000
		Vacuum Unit				
7	2015	Rhino	1558 Hydraulic Boom Flail Mower	4129	N	\$17,490
		Flail				
8	2014	EZ-GO	Golf Cart	8701	N	\$8,800
		Golf Cart				
9	2013	Rhino	TW60 Brush Hog Mower	Unknown	N	\$3,300
		Brush Hog				
10	2005	Grasshopper	Mower	2752	N	\$6,600
		Mower				
11	2005	Terex	760B	4998	N	\$55,000
		Backhoe/Loader				
Coverage: Mobile Equipment			Total Items:	11		\$391,186

**NAMED STORM DEDUCTIBLE – MOBILE EQUIPMENT**

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

**MOBILE EQUIPMENT COVERAGE**

# SAMPLE

Notwithstanding deductible amounts selected by the **Member** as referenced under II.A., General Conditions, it is agreed that, with respect to all loss of or damage to **mobile equipment** caused by a named storm as designated by the National Weather Service, the deductible amount shall be the greater of:

1. The sum of 1% of scheduled values for all items that are lost or damaged, subject to a minimum of \$1,000 for each item; or,
2. The **Mobile Equipment** deductible shown on the **declarations**.

Exception:

With respect to loss or damage caused by flooding to any item which at the time of loss is situated less than 9 feet above mean sea level, the percent deductible under 1. above shall be 2%.



**PROPERTY SUMMARY AND DEDUCTIBLE OPTIONS**

Item 5.

Member Name: Fulton  
 Member ID: 8859  
 Coverage Period: 03/01/2023 to 10/01/2023

The annual contributions for the options shown below are based on the coverage and schedule information submitted and include increased Coverage Extension limits, if any. Changes to schedules may require recalculation of the contribution.

**REAL AND PERSONAL PROPERTY (Excluding Flood and Earthquake)**

Limit: \$8,254,403  
 Coverage Extension: As scheduled  
 Valuation Basis: Replacement Cost  
 Windstorm: Excluded  
 Coverage Basis: Special Form

<b>Deductible</b>	\$100	\$250	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000
<b>Contribution</b>	\$23,433	\$17,398	\$15,271	\$13,398	\$11,792	\$10,717	\$9,777	\$9,241

\*The deductible for wind and hail is the **lesser of** 1% of the value of each building damaged or 0.1% of the building value for all buildings scheduled at the time of loss, subject to the minimum of the occurrence deductible selected.

**MOBILE EQUIPMENT (Including Flood and Earthquake)**

Total Scheduled Value: \$391,186  
 Valuation Basis: Replacement Cost

<b>Deductible</b>	\$100	\$250	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000
<b>Contribution</b>	\$2,258	\$2,011	\$1,769	\$1,657	\$1,550	\$1,436	\$1,324	\$1,217

*Mobile Equipment Valuation Basis for loss adjustment may be either Replacement Cost or Actual Cash Value, not to exceed the last value reported for the scheduled item.*

**Definitions:**

Replacement Cost: The cost to repair or to replace new for old with like kind and quality, whichever is less. Property not actually repaired or replaced shall be valued at Actual Cash Value. Refer to the Property Coverage Document.

Actual Cash Value: The cost to repair or to replace with like kind and quality less depreciation. Refer to the Property Coverage Document.

Scheduled Basis: The cost to repair or the per item scheduled value, whichever is less.





PROPOSAL ACCEPTANCE FORM

Item 5.

Member Name: Fulton
Member ID: 8859

Directions: This form and the Interlocal Agreement must be completed, signed and returned. If time is of the essence, you may wish to use an express mail service or a facsimile copier. In the event you submit these documents by facsimile, the originals must still be sent by regular mail. (Exception: Rural Fire Prevention Districts and Emergency Service Districts must provide other documents before coverage is effective.) Please indicate with [ X ] the coverages and method of payment that you are accepting.

RETURN TO:
Texas Municipal League Intergovernmental Risk Pool
Underwriting Department
PO Box 149194
Austin, Texas 78714-9194
Phone: (512) 491-2300 or (800) 537-6655
FAX: (512) 491-2404

Table with 5 columns: COVERAGE, DEDUCTIBLE, CONTRIBUTION, EFFECTIVE DATE, EXPIRATION DATE. Rows include Real & Personal Property, Flood & Earthquake, Mobile Equipment, and Boiler & Machinery.

I, the undersigned, as an authorized representative of:

(Name of Political Subdivision)

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized Official:

Title:

Signature and Title lines

Texas Municipal League Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor, Austin, Texas 78754
(512) 491-2300 | (800) 537-6655

Date:

**The Signed Interlocal  
Agreement Must Accompany  
This Form**

**OFFICE USE ONLY**

Item 5.

Contribution: \$ \_\_\_\_\_ Member ID : 8859

Verification: \_\_\_\_\_

New     Re-awarding     Adding Coverage



### Commercial Quote Summary -Not a Binder or Policy-

This quote summary is a preliminary indication of premiums, limits, and coverages being considered by the applicant; it is not an offer of coverage. The premiums, limits, and coverages quoted in this document are not binding on TWIA, are not guaranteed by TWIA, and may differ from the insurance policy that may be issued by TWIA.

All quotes are subject to underwriting review. TWIA assumes no responsibility and has no liability for failure of the applicant or their agent to effect coverage.

#### CUSTOMER INFORMATION

<b>DATE QUOTED:</b> 02/24/2023	<b>POLICY/OFFER NUMBER:</b> 0007882715
<b>PROPOSED EFFECTIVE DATE:</b> 03/01/2023 12:01 a.m.	<b>TRANSACTION TYPE:</b> Submission
<b>POLICY PERIOD:</b>	<b>ACCOUNT NUMBER:</b> W000241596
<b>FROM:</b> 03/01/2023 12:01 a.m. <b>TO:</b> 03/01/2024 12:01 a.m.	

<b>CUSTOMER NAME AND MAILING ADDRESS:</b>	<b>AGENCY NAME AND LOCATION</b>
TOWN OF FULTON	GLASS SORENSON & MCDAVID, INC
201 N 7TH ST	GLASS SORENSON & MCDAVID INC (2611)
ROCKPORT TX 78382	P.O. BOX 1478
	ROCKPORT TX 78381
	(361) 729-5414

#### COVERAGE AND PREMIUM INFORMATION

**TOTAL PREMIUM AND SURCHARGES:** \$60,756

#### COVERAGE SUMMARY

#### BUILDING 1: COVERAGE SUMMARY

**BUILDING AND BUSINESS PROPERTY**  
**LOCATION:** 201 N 7th St, Rockport, TX 78382

<b>WIND AND HAIL COVERAGE</b>	<b>LIMITS</b>	<b>PREMIUMS</b>
<u>Coverage A</u>		
Building Coverage	\$400,000	\$6,754
Deductible 1% (\$1000 min)	\$4,000	-\$1,216
Coinsurance 80%		
<u>Coverage B</u>		
Business Personal Property Coverage	\$55,000	\$744
Deductible 1% (\$1000 min)	\$1,000	-\$74
Coinsurance 80%		

**BUILDING 2: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 203/205 N 7th St, Rockport, TX 78382**WIND AND HAIL COVERAGE**Coverage A

	<b>LIMITS</b>	<b>PREMIUMS</b>
Building Coverage	\$225,000	\$3,799
Deductible 1% (\$1000 min)	\$2,250	-\$570
Coinsurance 80%		

Coverage B

Business Personal Property Coverage	\$28,000	\$379
Deductible 1% (\$1000 min)	\$1,000	-\$57
Coinsurance 80%		

**BUILDING 3: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 306 N 10th St, Rockport, TX 78382**WIND AND HAIL COVERAGE**Coverage A

	<b>LIMITS</b>	<b>PREMIUMS</b>
Building Coverage	\$382,000	\$6,449
Deductible 1% (\$1000 min)	\$3,820	-\$1,161
Coinsurance 80%		

Coverage B

Business Personal Property Coverage	\$66,000	\$894
Deductible 1% (\$1000 min)	\$1,000	-\$89
Coinsurance 80%		

**BUILDING 4: COVERAGE SUMMARY**

Item 5.

**BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 402 Fulton Beach Rd, Rockport, TX 78382

**WIND AND HAIL COVERAGE**

Coverage A

Building Coverage	\$3,300,000	\$58,093
Deductible 1% (\$1000 min)	\$33,000	-\$18,590
Coinsurance 80%		

Coverage B

Business Personal Property Coverage	\$110,000	\$1,577
Deductible 1% (\$1000 min)	\$1,100	-\$189
Coinsurance 80%		

Business Income Coverage

Business Income Coverage	\$99,960	\$1,807
Category: Other		
Daily Limit: 833		
Max Number of Days: 120 Days		
Extra Expense Coverage	\$10,000	Included

**POLICY FORMS AND ENDORSEMENTS**

**FORMS APPLICABLE TO ALL COVERAGES**

COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

**FORMS APPLICABLE TO SPECIFIC BUILDING COVERAGES**

BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
4	N/A	Business Income and Extra Expense Coverage Endorsement	TWIA-17	11/27/2011	\$99,960	\$1,807
1	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
1	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$100,000	\$869
2	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$56,250	\$507
3	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$95,500	\$830

TWIA PAYMENT PLANS			
Name	Down Payment	Installment	Total
TWIA Full Pay	\$60,756.00	\$0.00	\$60,756.00
TWIA 2 Pay	\$30,378.00	\$30,378.00	\$60,756.00
TWIA 4 Pay	\$18,226.80	\$14,176.40	\$60,756.00
TWIA 10 Pay (Auto Pay)	\$9,113.40	\$5,738.07	\$60,756.00

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
ARANSAS COUNTY, TEXAS, AND THE TOWN OF FULTON, TEXAS FOR  
ARANSAS COUNTY TO PROVIDE RETAIL FOOD ESTABLISHMENT  
REGULATION AND ENFORCEMENT SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** (the “Agreement”) is entered into by and between **Aransas County, Texas** (hereinafter “COUNTY”), and **the Town of Fulton, Texas** (hereinafter “TOWN”), with both sometimes referred to individually herein as a “Party” or collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, pursuant to provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act, the Parties are authorized to enter into a contract with each other to perform governmental functions and services; and,

**WHEREAS**, Section 121.003 of the Texas Health & Safety Code authorizes cities and counties to cooperate to provide health related services; and,

**WHEREAS**, COUNTY has established and maintains an Environmental Health Department that employs at least one qualified individual trained by a health authority who is authorized to issue citations for violations of laws or orders when reasonably necessary to protect the public health as authorized by Section 121.003 of the Texas Health & Safety Code; and,

**WHEREAS**, TOWN does not have an environmental health department or health inspector; and,

**WHEREAS**, TOWN desires for COUNTY to provide services and to regulate and enforce food establishment regulations; and,

**WHEREAS**, COUNTY desires to enter into this Agreement to provide the needed services.

**NOW, THEREFORE**, COUNTY and TOWN, both finding that this Agreement is necessary for the benefit of the public, and in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Purpose and Public Benefit. The purpose of this Agreement is for the Parties to work together to improve public health and safety. The rights and responsibilities of each Party are described below. The governing bodies of each Party find that the Services, the subject of this Agreement, are necessary for the benefit of the public, that each Party has the legal authority to perform the duties described herein, and that the performance of this Agreement is in the common interest of the Parties.
2. Term. This Agreement shall be effective on **March 1, 2023** and shall remain in effect for One (1) year. Unless a Party notifies the other Party of its intent not to renew this Agreement or

to terminate it pursuant to the terms herein prior to the One (1) year anniversary of the effective date, this Agreement shall automatically renew for another year. Unless a Party notifies the other Party of its intent not to renew this Agreement or to terminate it pursuant to terms herein prior to the Two (2) year anniversary of the effective date, this Agreement shall automatically renew.

This Agreement shall terminate on the Three (3) year anniversary of the effective date, if no amendment or extension is agreed to between the Parties and it is not otherwise terminated as described herein. If the Parties desire to extend the term beyond the Three (3) consecutive One (1) year terms that are available, this Agreement shall be amended in a writing accepted and signed by both Parties and attached hereto.

3. TOWN Authorization, Duties, and Responsibilities. TOWN hereby authorizes COUNTY personnel to act as its agent(s) in enforcing State law and local ordinances related to retail food establishments and will provide COUNTY with all up-to-date TOWN ordinances and resolutions. TOWN shall be responsible for scheduling and conducting any enforcement hearings and assessing and collecting fines and penalties when applicable. TOWN shall also be responsible for handling any liens.

4. Scope of Services. COUNTY agrees to provide necessary inspections of retail food service establishments to ensure public health and safety by reviewing compliance with the Texas Food Establishment Rules set forth in 25 Texas Administrative Code, Chapter 228, as amended from time to time. Such inspections will include any business or location where consumable products are prepared, served, or sold, including but not limited to the following: convenience stores; grocery stores; catering operations, and restaurants. The Scope of Services includes the following:

- a. *The Services.* COUNTY shall conduct inspections and administer and enforce State law and TOWN'S ordinances with regard to food establishments (the "Services"). COUNTY shall also issue permits, investigate complaints, and conduct plan reviews. COUNTY shall endeavor to secure voluntary compliance, shall issue necessary notices, and conduct on-site investigations as needed.
- b. *Files.* COUNTY shall prepare and maintain case files on locations and/or businesses and notify TOWN of such inspections and COUNTY'S recommendations regarding whether TOWN should take action;
- c. *Court Proceedings.* COUNTY staff performing the Services described in this Agreement shall be reasonably available to attend court proceedings if necessary.
- d. *No Duty to Prosecute.* COUNTY shall not have any duty to initiate or prosecute any civil or criminal action on any complaint, inspection, or investigation conducted in performance of the Services.
- e. *No Duty to Assess Penalties, Fines, or Liens.* COUNTY shall not have any duty to assess or collect any penalties, fines, or liens related to the Services.



5. Payments from Current Revenues and Notice of Non-appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, it's subsequent need to terminate this Agreement.

6. Compensation: Inspection and Permit Fees. In consideration of the Services under this Agreement, TOWN shall:

a. Pay COUNTY the following amounts:

i. Year 1: \$0.00;

ii. Year 2: \$1,000.00;

iii. Year 3: \$2,000.00; and,

b. Grant COUNTY the exclusive right to bill, collect, and retain all inspection, permit, and other fees related to retail food establishments within TOWN'S jurisdiction. TOWN hereby waives all rights to bill, collect, and retain these fees and designates COUNTY as its exclusive agent for the purpose of providing these Services.

7. COUNTY'S Rights and Responsibilities:

a. *Fee Collection.*

b. *Reports.*

c. *Permits, certifications, and licenses.*

8. Termination:

a. *Termination Generally.* Either Party may terminate this Agreement upon Ninety (90) days advance written notice to the other Party for any reason.

b. *Termination Upon Default.* Any Party may seek termination of this Agreement upon the default of another Party or Parties. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default from the date notice is received. Default shall occur if:

i. COUNTY fails to perform the Services or fails to observe and comply with the terms and conditions of this Agreement; COUNTY fails to employ staff qualified to perform the Services; or COUNTY fails to submit timely reports; or,

- ii. TOWN fails to perform its duties and obligations set forth in this Agreement, including but not limited to, remitting timely payment for Services.

9. Amendments. This Agreement may be amended by mutual written agreement signed by the Parties hereto.

10. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective Parties shall remain solely the employees, contractors, and agents of that respective Party.

11. Governmental Functions and Relationship of the Parties. Notwithstanding any provision to the contrary herein, this Agreement is a contract for, and with respect to, the performance of governmental functions by governmental entities.

- a. *Governmental Functions.* The Services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- b. *No Partnership or Joint Venture.* Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship of employment between the Parties. Neither Party shall have the authority to act on behalf of the other Party, or to commit any other Party in any manner or cause whatsoever, or to use any other Party's name in any way not specifically authorized in this Agreement.

12. No Warranty. The Parties further agree that any Services provided by the COUNTY are without any warranty of any kind to the TOWN or any third party, and the TOWN hereby agrees that, to the extent allowed by law, it will defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims of any kind, including claims for injury or death of any person or for damage to property, arising out of the COUNTY'S performance of its duties under this Agreement.

13. Liability; No Waiver of Immunity or Defenses; and No Waiver of Rights or Remedies:

- a. *Liability.* Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- b. *No Waiver of Immunity or Defenses.* No Party waives or relinquishes any immunity or defense on behalf of itself, its Councilmembers, Commissioners, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein. For example, nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

- c. *Non-Wavier of Rights or Remedies.* Failure of any Party to insist on the strict performance of any of the duties or obligations herein or to exercise any rights or remedies accruing hereunder, upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

14. Indemnification and Tort Claims Act:

- a. To the extent allowed by law, COUNTY agrees to promptly defend, indemnify, and hold TOWN harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.
- b. To the extent allowed by law, TOWN agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the Texas State, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.
- c. *The Texas Tort Claims Act.* By entering into this Contract, COUNTY and TOWN, and their respective “employees,” as defined by the Governmental Tort Claims Act, Title 5 of the Texas Civil Practice & Remedies Code, §101.001 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Texas Tort Claims Act, including any limitations of liability.

15. Compliance with the Law. The Parties shall comply with all federal, State, and local laws, rules, and regulations in carrying out this Agreement.

16. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the parties at the following addresses:

**Town of Fulton:** Town of Fulton, Texas  
Mayor Kelli Cole  
P.O. Box 1130  
Fulton, TX 78358  
Phone: (361) 729-5533  
Email: [citysec@fultontexas.org](mailto:citysec@fultontexas.org)

**Aransas County:** Ray A. Garza  
County Judge  
2840 Highway 35 North  
Rockport, TX 78382  
Phone: 361-790-0101  
Email: [judge@aransascounty.org](mailto:judge@aransascounty.org)

Each party may change the address for notice to it be giving notice of such change in accordance with the provisions in this paragraph.

17. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Aransas County, Texas.

18. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin. This covenant extends to contractors, subcontractors, and others acting by or through the Parties, and includes compliance with all federal and state laws and policies prohibiting discrimination, harassment, and sexual misconduct.

19. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

20. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

21. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

22. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.





**TOWN OF FULTON  
AND  
FULTON VOLUNTEER FIRE DEPARTMENT**

**An Agreement Concerning the Use of  
Funds from the Hotel Occupancy Tax  
Single-Sum Payment  
Oysterfest 2023**

**STATE OF TEXAS           §  
  §  
COUNTY OF ARANSAS   §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and Fulton Volunteer Fire Department, Oysterfest Committee, hereinafter called “Recipient.”

**SECTION 1. LEGAL AUTHORITY**

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

**SECTION 2. TERM OF AGREEMENT**

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

**SECTION 3. SERVICES TO BE PROVIDED**

The Town hereby agrees to pay to Recipient, from money actually received by the Town from local hotel occupancy tax, the sum of **SIXTY THOUSAND DOLLARS (\$60,000.00)**. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits from the Oysterfest Celebration.

**SECTION 4. INDEPENDENT CONTRACTOR**

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

## SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures approved by the Town Council and shown on the attached Exhibit "A" to be directly related to the promotion of tourism and the hotel industry.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town, no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

## SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$60,000.00.**

## SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

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

## SECTION 8. INDEMNIFICATION

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



**SECTION 9. TERMINATION**

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

**SECTION 10. NON-RENEWAL**

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

**SECTION 11. NOTICE**

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7<sup>th</sup> Street, Fulton, Texas 78358.

**SECTION 12. COMPLIANCE WITH LAWS**

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

**SECTION 13. PROHIBITION AGAINST DISCRIMINATION**

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

**SECTION 14. CONTROLLING LAW**

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

**SECTION 15. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this \_\_\_day of \_\_\_\_\_ 2023.

**TOWN OF FULTON**

**FULTON VOLUNTEER FIRE DEPT.**

\_\_\_\_\_  
Kelli Cole, Mayor  
Town of Fulton

\_\_\_\_\_  
Cody Morales, Fire Chief

**ATTEST**

**ATTEST**

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

\_\_\_\_\_  
\_\_\_\_\_ (please print name)

**EXHIBIT "A"**

<u>CATEGORY</u>	<u>AMOUNT REQUESTED</u>
<b>ADVERTISING AND PROMOTION</b>	
ADS: NEWSPAPER, RADIO, TV, INTERNET, & MAIL	<b>\$16,500.00</b>
<b>PROMOTION OF THE ARTS:</b>	
ENTERTAINMENT - ARTISTS, BANDS, ETC.	\$18,500.00
TOURIST TRANSPORTATION - GOLF CARTS	\$8,500.00
ARTS & CRAFTS TENT	\$16,500.00
<b>TOTAL PROMOTION OF THE ARTS</b>	<b><u>\$43,500.00</u></b>
<b>TOTAL REQUESTED</b>	<b><u>\$ 60,000.00</u></b>

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY, TEXAS AND THE TOWN OF FULTON FOR ARANSAS COUNTY TO PROVIDE GRANT ADMINISTRATION AND OTHER SERVICES FOR PROJECTS FUNDED THROUGH A COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION AND MITIGATION GRANT ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE PROJECTS**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into as of the date last written below, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between ARANSAS COUNTY, TEXAS, hereinafter referred to as the “COUNTY,” and the TOWN OF FULTON, hereinafter referred to as the “TOWN,” both of which are political subdivisions of the State of Texas, and who are sometimes referred to collectively herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and,

**WHEREAS**, the COUNTY recently received notice that it has been awarded grant funds through the Texas General Land Office (“GLO”) for Community Development Block Grant (“CDBG”) through the Regional Council of Governments Method of Distribution (“COG-MOD”) and Mitigation (“MIT”) and that such funds include an allocation for funds for the TOWN as well (the “Grant Funds”); and,

**WHEREAS**, the Parties endeavor to engage in activities and to complete projects that will benefit their citizens; and,

**WHEREAS**, the TOWN and COUNTY maintain necessary infrastructure within their respective limits, including certain roads, bridges, and drainage structures and will use Grant Funds to build and/or improve infrastructure; and,

**WHEREAS**, the COUNTY desires to assist the TOWN with the administration of the COG-MOD and MIT grant funds and projects; and,

**WHEREAS**, the TOWN desires to enter into this Agreement and to receive COUNTY’S assistance.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Public Benefit. The purpose of this Agreement is for the Parties to establish the terms and conditions that will establish how COUNTY will assist TOWN with grant administration, allow necessary repairs and improvements to roads and street projects, and provide

protection for public roadways and property (“Projects”). The respective governing body of each Party finds that this Agreement will be of benefit to that Party and to the public; that each Party has the legal authority to perform its duties hereunder; that the division of cost fairly compensates the performing Party under this Agreement; and the performance of this Agreement is in the common interest of both parties.

2. Permission to Perform Work. The TOWN hereby agrees to allow COUNTY and its contractors, agents, and employees, to administer grants through the COG-MOD and MIT program, to assist with construction and contracts, and to enter the TOWN’S property and areas within and adjacent to the project areas as necessary to complete the Projects, under the terms of this Agreement.

3. Effective Date and Term:

a. This Agreement shall be effective on the first date that it has been signed and dated by all Parties (the “Effective Date”), as shown by the dated signatures hereunder.

b. The term of this Agreement shall begin on the Effective Date and expire in six (6) years.

c. All work and obligations contemplated herein shall be paid from current revenue or current grants awarded to the Parties.

4. Scope of Services. COUNTY agrees to provide services necessary to administer the Grant Funds and to assist TOWN with its Projects. The Scope of Services includes the following:

a. COUNTY shall serve as the liaison for TOWN in all matters related to the Projects and the Grant Funds;

b. COUNTY will ensure that proper procurement procedures are followed at all times;

c. COUNTY shall be the sole employer, at all times, of any official, employee, agent, or subcontractor hired by COUNTY for any work associated with the Projects and/or the Grant Funds;

d. COUNTY shall prepare and maintain grant files pursuant to State and federal requirements;

e. COUNTY, as the recipient of the grant, will administer Grant Funds and assist with TOWN’S Projects as explained in greater detail herein. COUNTY will ensure that TOWN has access to all documents and information pertaining to the Projects and the Grant Funds.

5. TOWN’S Duties and Responsibilities:

a. Provide the COUNTY with all information in its possession reasonably required to fulfill the COUNTY’S duties, responsibilities, and obligations under the Grant;

- b. If requested by the COUNTY at any time, the TOWN will cooperate with the COUNTY in obtaining necessary permits;
  - c. Be responsible for all proportionate costs to correct, mitigate, or remediate physical, biological, or other environmental effects that are related to TOWN'S Projects. The COUNTY will not be financially responsible for any damages associated with the TOWN'S Projects;
  - d. Maintain and use the Project improvements for the purposes for which they are intended in accordance with all Grant requirements;
  - e. All grant assurances and maintenance requirements for the Projects which are TOWN'S Projects, shall be solely the responsibility of TOWN at all times.
6. Duty to Notify. Each Party will promptly notify and provide relevant information to the other Party if it becomes aware of any hazardous or deteriorated condition of any Project or of any other works performed under this Agreement. A failure to so notify or to receive such notification shall not be deemed a waiver or release of any party's maintenance and repair obligations under this Agreement or an estoppel of any party's rights hereunder.
7. No Change to Jurisdictional Boundaries or Control. No improvement, physical alteration, structure, or other work created or performed under or in relation to the Grant or this Agreement shall be held, or be asserted by any Party, to alter the legal boundaries or ownership or control of any of the lands or waters of any Party.
8. Liability; No Waiver of Immunity or Defenses; and No Waiver of Rights or Remedies:
- a. *Liability.* Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
  - b. *Limit to COUNTY Liability.* By approving or failing to object to any design, construction, or other work, by permitting the placement of structures or other work, or by giving any advice or comments with regard to any aspect of the Project, the COUNTY shall not be deemed or held to assume or have any responsibility or liability for the design, safety, soundness, quality, effectiveness, or any other aspect of the Project, or of structures, work, or other activities performed under the Grant or this Agreement.
  - c. *No Waiver of Immunity or Defenses.* No Party waives or relinquishes any immunity or defense on behalf of itself, its Councilmembers, Commissioners, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein. For example, nothing in this Agreement

shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

d. *Non-Wavier of Rights or Remedies.* Failure of any Party to insist on the strict performance of any of the duties or obligations herein or to exercise any rights or remedies accruing hereunder, upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

9. Indemnification and Tort Claims Act:

a. To the extent allowed by law, COUNTY agrees to promptly defend, indemnify, and hold TOWN harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

b. To the extent allowed by law, TOWN agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the Texas State, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

c. *The Texas Tort Claims Act.* By entering into this Contract, COUNTY and TOWN, and their respective “employees,” as defined by the Governmental Tort Claims Act, Title 5 of the Texas Civil Practice & Remedies Code, §101.001 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Texas Tort Claims Act, including any limitations of liability.

10. No Warranties. The COUNTY, makes no representations or warranties, and disclaims all warranties implied, to TOWN, or any other person or entity, with regard to the title, condition or suitability of any property or any location for the structures or other work the TOWN propose to build or perform under this Project or this Agreement.

11. Insurance. The COUNTY shall cause the TOWN to be named as additional insured under all policies of liability or contractor’s general insurance, or policies carried by the COUNTY or required to be carried by any agent, engineer, or contractor, covering work or otherwise related to TOWN’S Projects. The TOWN shall cause the COUNTY to be named as additional insureds under all policies of liability or contractor’s general insurance, or policies carried by the TOWN or required to be carried by any agent, engineer, or contractor, covering work or otherwise related to

the TOWN'S Project or this Agreement. Acceptable proof of such insurance coverages shall be delivered to the COUNTY before any work is performed under the Project.

12. Termination:

a. *Termination Generally.* Either Party may terminate this Agreement upon Ninety (90) days advance written notice to the other Party for any reason.

b. *Termination Upon Default.* Any Party may seek termination of this Agreement upon the default of another Party or Parties. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default from the date notice is received. Default shall occur if:

- i. COUNTY fails to perform the Services or fails to observe and comply with the terms and conditions of this Agreement; COUNTY fails to employ staff qualified to perform the Services; or COUNTY fails to submit timely reports; or,
- ii. TOWN fails to perform its duties and obligations set forth in this Agreement, including but not limited to, providing required information and documentation.

13. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective Parties shall remain solely the employees, contractors, and agents of that respective Party.

14. Governmental Functions and Relationship of the Parties. Notwithstanding any provision to the contrary herein, this Agreement is a contract for, and with respect to, the performance of governmental functions by governmental entities.

a. *Governmental Functions.* The Services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

b. *No Partnership or Joint Venture.* Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship of employment between the Parties. Neither Party shall have the authority to act on behalf of the other Party, or to commit any other Party in any manner or cause whatsoever, or to use any other Party's name in any way not specifically authorized in this Agreement.

15. Dispute Resolution. If a dispute arises between the Parties arising from or relating to this Agreement, the following alternative dispute resolution procedure shall be used prior to any Party filing suit. A Party may initiate dispute resolution by delivering written notice to the other Parties, stating a description of the dispute; an initial meeting shall be held promptly thereafter among the Parties to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days



after the initial meeting, the parties have not reached a written agreement resolving the dispute, any interested Party may require that the dispute be submitted to non-binding mediation, to be held within the boundaries of Aransas County before a mutually acceptable mediator. All Parties will participate in good faith. An initial notice of dispute may be amended or supplemented, and another Party may deliver a counter notice, prior to the conclusion of mediation. If the dispute is not resolved within one hundred and twenty (120) days after the initiating notice of dispute was delivered to all Parties, any Party may proceed to file suit on the disputes stated in the notices.

16. Compliance with the Law. The Parties shall comply with all federal, State, and local laws, rules, and regulations in carrying out this Agreement.

17. Notices. Whenever a notice is required under the terms of this Agreement, delivery of such notice shall be deemed completed when it is actually delivered in hand, or by certified mail, return receipt requested, to the receiving party addressed to its authorized agent, at the address listed below, or to such other address for service that the party may designate by notice from time to time. A notice may also be delivered by electronic transmission to the electronic address of the authorized agent by a means that creates proof of delivery. A notice delivered after regular office hours or on a weekend or State holiday will be effective on the next day that is not a weekend or State holiday. As used in this section, “an authorized agent” means, for the COUNTY, the County Judge; for the TOWN, the Town’s Mayor.

**Town of Fulton:** Town of Fulton, Texas  
Mayor Kelli Cole  
P.O. Box 1130  
Fulton, TX 78358  
Phone: (361) 729-5533  
Email: [citysec@fultontexas.org](mailto:citysec@fultontexas.org)

**Aransas County:** Ray A. Garza  
County Judge  
2840 Highway 35 North  
Rockport, TX 78382  
Phone: 361-790-0101  
Email: [judge@aransascounty.org](mailto:judge@aransascounty.org)

18. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Aransas County, Texas.

19. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

20. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

21. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement.

22. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement, but only if the intent and purpose of the Parties can thereby be preserved.

23. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

24. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties in one document or in counterparts.

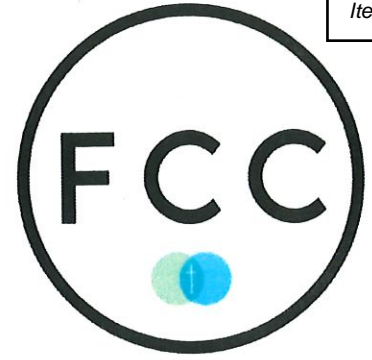
25. Authorization. The undersigned officers or agents of their respective party hereto are the properly authorized agents of the party and have the necessary authority to execute this Agreement. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year last written below.

*[Signature Pages Follow]*







secretary4fcc@yahoo.com

215 n. third • p. o. box 327 • fulton, tx 78358 • ofc: 361-729-2180

February 13, 2023

City of Fulton  
Post Office Box 1130  
Fulton, Texas 78358

Re: Parking Permit Application for Oysterfest 2023

To Whom It May Concern,

Attached is Fulton Community Church's ("FCC") Parking Permit Application for Oysterfest 2023. Also attached is a photo laying out FCC's property reflecting the area we will be using.

We are requesting permission to charge for parking, all along the four corners of our property. This includes N. 3<sup>rd</sup> Street, Chaparral Street, N. Fourth Street and Cactus Street, as well as all of our parking spaces within the FCC parking lot.

Raising money for our youth programs and Church during Oysterfest has become a lifelong tradition for us here at FCC. Generations have been blessed here by Oysterfest. We are grateful and appreciate this opportunity to apply for a permit to keep this blessing alive.

If you have any questions or concerns, please call our office at 361 729-2180 or feel to contact me personally.

Warm regards,

Brad Reininger  
Senior Pastor  
361 205-3272  
fcc.brad@yahoo.com





