



TOWN COUNCIL REGULAR MEETING

Wednesday, October 04, 2023 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

AGENDA

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 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 Public Hearing and Regular Meeting held on September 18, 2023.

ITEMS FOR CONSIDERATION

- 2. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Chamber of Commerce.
- 3. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Oysterfest 2024.
- 4. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Texas Maritime Museum.
- 5. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Fulton Mansion State Historic Site.

- 6. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Aransas County Council on Aging.
- 7. Discuss/Approve/Disapprove** Resolution No. R-10-23 a Resolution Regarding Banking Authorization for American Bank.
- 8. Discuss/Approve/Disapprove** Resolution R-12-2023, a Resolution of the Town Council of the Town of Fulton Approving and Adopting an Investment Policy.
- 9. Discuss/Approve/Disapprove** revisions to Job Titles and Pay Ranges.

CLOSED SESSION

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

OPEN SESSION

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

ANNOUNCEMENTS

- 10.** Mayor's Update.
- 11.** The next Regular Fulton Town Council Meeting will be held Wednesday, October 18, 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 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, September 29, 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 PUBLIC HEARING
AND REGULAR MEETING**
Monday, September 18, 2023 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

MINUTES

CALL TO ORDER

PRESENT

Mayor Kelli Cole
Mayor Pro Tem Robert Loflin
Place 2 Chris Garis
Place 3 MaryAnn Pahmiyer
Place 4 Margo Nielsen
Place 5 Laura McCorkle

STAFF PRESENT

Stephanie Garcia, City Secretary
Matt Olenick, Director of Operations
Melissa Pina, Coordinator
Steven Robertson, Comptroller
Ty Gerstenberger, Police Chief

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

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

Mayor Cole led everyone in the pledges.

OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

CLOSE REGULAR MEETING

Mayor Cole closed the Regular Meeting at 6:00 p.m.

OPEN PUBLIC HEARING

Mayor Cole opened the Public Hearing at 6:00 p.m.

1. PUBLIC HEARING ITEM: BUDGET

The purpose of this public hearing is to discuss the Fiscal Year 2023-2024 budget proposed for adoption by the governing body of the Town of Fulton.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$14,716, which is a 1.99 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$15,712.

Mayor Cole read the item and briefly reviewed the attached. She asked the Council for any questions. Mr. Robertson indicated that there has been very little change since the last workshop other than to better the estimates. He noted that the projections were slightly lower than the prior year. Alderwoman McCorkle stated she was glad to see the contributions to other entities remain the same. It was noted that the police fund wages are down from last year's budget even including the additional insurance costs. It was also noted that the Town can no longer receive insurance on the pier due to it being uninsurable.

Rebecca Johnson asked about the health insurance increase in the funds. Mr. Robertson explained that the insurance increased substantially, and that the Mayor and employees chose a lower premium option to keep the cost as low as possible. It was also noted that the previous Chief of Police opted out of the insurance; therefore, the Town did not have that expense. She also had questions about the increase in communications with the City of Rockport. Mayor Cole explained the increase. Mrs. Johnson had several other questions where in Mr. Robertson, and Town employees clarified.

2. PUBLIC HEARING ITEM: TAX RATE

The purpose of this public hearing is to discuss a Tax Rate of \$0.266875 per \$100 valuation that has been proposed for adoption for the Fiscal Year 2023-2024 tax year by the governing body of the Town of Fulton.

Mayor Cole read the item and indicated the Town is proposing the no new revenue tax rate.

CLOSE PUBLIC HEARING

Mayor Cole closed the Public Hearing at 6:20 p.m.

OPEN REGULAR MEETING

Mayor Close opened the Regular Meeting at 6:21 p.m.

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 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.

Pam Stranahan introduced herself and discussed their needs for the Pathways. She would like a council member to be on their committee. Alderman Loflin agreed to attend their meetings.

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.

3. Discuss/Approve/Disapprove minutes of the Regular Meeting held on September 6, 2023.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle to approve the Consent Agenda as presented.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

ITEMS FOR CONSIDERATION

4. Discuss/Approve/Disapprove the adoption of the Fiscal Year 2023-2024 Tax Rate of \$0.266875/\$100.

Mayor Cole read the item.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the adoption of the Fiscal Year 2023-2024 Tax Rate of \$0.266875/\$100.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

5. Discuss/Approve/Disapprove Ordinance No. 313 an Ordinance adopting the tax rate and levy ad valorem taxes for use and support of the Municipal Government of the Town of Fulton, Fulton, Texas for the 2023-2024 Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid and providing for publication.

Mayor Cole read the item.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 3 Pahmiyer to approve Ordinance No. 313 an Ordinance adopting the tax rate and levy ad valorem taxes for use and support of the Municipal Government of the Town of Fulton, Fulton, Texas for the 2023-2024 Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid and providing for publication..

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

6. Discuss/Approve/Disapprove the adoption of the Fiscal Year 2023-2024 Town of Fulton Budget.

Mayor Cole read the item.

Motion made by Place 2 Garis, Seconded by Place 3 Pahmiyer to approve the adoption of the Fiscal Year 2023-2024 Town of Fulton Budget.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

- 7. Discuss/Approve/Disapprove** Ordinance No. 314 an Ordinance making appropriations for the support of the Town of Fulton for the fiscal year beginning October 1, 2023, and ending September 30, 2024; Adopting the Annual Budget of the Town of Fulton, Aransas County, Texas for the 2023-2024 Fiscal Year.

Mayor Cole read the item.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve Ordinance No. 314 an Ordinance making appropriations for the support of the Town of Fulton for the fiscal year beginning October 1, 2023, and ending September 30, 2024; Adopting the Annual Budget of the Town of Fulton, Aransas County, Texas for the 2023-2024 Fiscal Year.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

- 8. Discuss/Approve/Disapprove** Ordinance No. 315, An Ordinance Relating to Office of Police Chief; Confirming the Appointment of Police Chief; Repealing Ordinances in Conflict and Providing for Severance.

Mayor Cole read the item.

Motion made by Place 2 Garis, Seconded by Mayor Pro Tem Loflin to approve Ordinance No. 315, An Ordinance Relating to Office of Police Chief; Confirming the Appointment of Police Chief; Repealing Ordinances in Conflict and Providing for Severance.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

CLOSED SESSION

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

Council did not convene into Closed Session.

OPEN SESSION

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

ANNOUNCEMENTS

9. Mayor's Update.

Maintenance: The Town is continuing updates on FaceBook as they are received. Paving will begin on Mesquite, Chaparral, and Myrtle on Sept. 19 – 21, 2023. There was a construction update held on September 12th at FCC, 6 p.m. in conjunction with Neighborhood Watch. Alderwoman Pahmiyer indicated that after the construction meeting several of the concerned citizens' driveways had been repaired. Johnny Davis will be bringing code enforcement up-to-date and begin routinely enforcing.

Fulton Convention Center: Pavecon will begin work at Fulton Park and FCC on September 21 and 22, 2023. The park will be closed.

Police Department: Chief Gerstenberg indicated that he has had a brief catching up in the last two weeks. He mentioned he has spent multiple hours on an online harassment issue.

Mayor Cole noted that National Night Out will be held at the Fulton Convention Center on October 10, 2023 at 6 p.m.

10. The next Regular Fulton Town Council Meeting will be held Wednesday, October 4, 2023, beginning at 6:00 pm.

Mayor Cole announced the next meeting date and time.

ADJOURNMENT

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

Motion made by Mayor Pro Tem Loflin, Seconded by Place 2 Garis to adjourn the meeting.
Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

The meeting was adjourned at 6:31 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary

**TOWN OF FULTON
AND
ROCKPORT-FULTON CHAMBER OF COMMERCE**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax**

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

This Agreement is made by and between the Town of Fulton, hereinafter called “Town,” and the Rockport-Fulton Chamber of Commerce, a private non-profit association, hereinafter called “Chamber,” acting by and through its duly elected officers.

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

This Agreement shall become effective on October 1, 2023 and terminate on September 30, 2024.

SECTION 3. SERVICES TO BE PROVIDED

- 3.1 As authorized under the Act, the Town hereby agrees to pay to the Chamber **FIFTY THOUSAND DOLLARS (\$50,000.00)** of the money actually received by the Town from local hotel occupancy tax. Subject to the terms and conditions herein, the Chamber 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.
- 3.2 The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the Town by publishing and distributing brochures and community information packets, by advertising in various, appropriate tourist publications and general media publications, by representing the Town at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the Town, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the Town. The Chamber shall distribute information on all local accommodation establishments that pay hotel occupancy taxes to the Town via an accommodation guide to be updated by the Chamber annually.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 The Chamber shall maintain a separate financial account of the hotel occupancy tax funds received from the Town and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the Town, a fiduciary duty is created in the Chamber with respect to expenditure of the revenue provided.
- 5.2 The Chamber 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 Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures have been previously budgeted and approved by the Town in advance and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)
- 5.4 The Chamber shall submit an annual report of activities and provide therein a projected line-item budget to the Town Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

- (1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or \$10,000.00 will require Town Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.
- (2) A consolidated statement of anticipated receipts and expenditures for all funds.
- (3) Anticipated revenues shall be placed in parallel columns and display therein the:

- a) Actual amount for the last completed year;
- b) Estimated amount for the current fiscal year;
- c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

- a) Actual amount of such items of expenditures for the last completed fiscal year;
- b) Estimated amount for the current fiscal year; and
- c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the Town (See Exhibit "B"), are required to be submitted to the Town Secretary no later than sixty (60) days after the end of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Chamber shall upon request submit an audited financial report to the Town, showing in detail the disbursement and use of hotel occupancy funds paid to the Chamber pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the Town reserves the right to request an annual audited financial statement reflecting the financial position of the entire Chamber for the duration of this Agreement. The Chamber agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the Town Secretary or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the Town Secretary shall remit to the Chamber **FIFTY THOUSAND DOLLARS (\$50,000.00)** of the hotel occupancy tax receipts in four (4) quarterly payments of **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00)** each. The Chamber shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the Chamber within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the Town Council. The Town Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The Town's obligation to make quarterly payments to the Chamber pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the Town. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Chamber pursuant to this Agreement was determined. Other agreements have also been made by the Town with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the Town, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the Town, upon prior notice to the Chamber, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the Town, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The Town shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Chamber 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 9. INDEMNIFICATION

The Chamber 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 Chamber, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Chamber shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than \$500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Chamber in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Chamber 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 13. NOTICE

All communications required by this Agreement between the Town and the Chamber shall be in writing and addressed to the attention of the Town Secretary, 201 N. 7th Street, Fulton, TX 78358 or to the President of the Rockport-Fulton Chamber of Commerce, 319 Broadway, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Chamber shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Chamber 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. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. 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 17. 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 _____, 20__.

TOWN OF FULTON

**ROCKPORT-FULTON CHAMBER
OF COMMERCE**

Kelli Cole, Mayor

_____, Chair of the Board

ATTEST:

ATTEST:

Stephanie Garcia, Town Secretary

_____, President/Chief Executive Officer

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2015-2016

Description of Expense	Approved Budget	1 st Quarter Expenses	2 nd Quarter Expenses	3 rd Quarter Expenses	4 th Quarter Expenses	TOTAL
TOTAL REQUESTED						

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
TOTALS			

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

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Oysterfest 2024**

**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. 7th 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 _____ 20__.

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)

**TOWN OF FULTON
AND
TEXAS MARITIME MUSEUM**

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

**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 Texas Maritime Museum, 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 **FIVE THOUSAND DOLLARS (\$5,000.00)**. 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 - \$5,000.00.**

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. 7th 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 _____ 20__.

TOWN OF FULTON

TEXAS MARITIME MUSEUM

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
FULTON MANSION STATE HISTORIC SITE**

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

**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 Mansion State Historic Site, 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 **FIVE THOUSAND DOLLARS (\$5,000.00)**. 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 - \$5,000.00.**

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. 7th 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 _____ 20__.

TOWN OF FULTON

**FULTON MANSION STATE
HISTORIC SITE**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
ARANSAS COUNTY COUNCIL ON AGING**

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

**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 Aransas County Council of Aging, 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 **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**. 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 - \$2,500.00.**

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. 7th 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 _____ 20__.

TOWN OF FULTON

**ARANSAS COUNTY COUNCIL
ON AGING**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

RESOLUTION NO. R-10-2023

**A RESOLUTION
REGARDING BANKING AUTHORIZATION**

WHEREAS, the Town of Fulton is a municipal corporation and body politic duly organized under the laws of the State of Texas; and

WHEREAS, the Town Council of the Town of Fulton has designated American Bank as its depository and banking entity; and

WHEREAS, it is necessary for the Town Council to designate persons authorized to conduct banking business with American Bank.

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

Section 1. That in conducting any business or financial transaction, such shall require two (2) signatures from those persons authorized to conduct such business or financial transaction.

Section 2. That the following persons are designated as authorized signatories on any banking or financial business on behalf of the Town of Fulton provided that it shall require the signatures of two (2) such persons:

Name:	Signature:
Kelli O. Cole	_____
Stephanie Garcia	_____
Mary Ann Pahmiyer	_____
Robert Loflin	_____

Section 3. Any two (2) of the above named persons are authorized to conduct any and all banking business with American Bank on behalf of the Town of Fulton including, but not limited to: open any deposit or share accounts; endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with such Bank; borrow money on behalf and in the name of the Town of Fulton, sign execute and deliver promissory notes or other evidence of indebtedness; endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereinafter owned or acquired by the Town of Fulton as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentation, protest, notice of protest and notice of non-payment; enter into a written lease for the purposes of renting, maintaining, accessing and terminating a Safe Deposit

Box; execute wire transfers; all such when authorized by the rules, ordinances and resolutions of the Town of Fulton and the laws and regulations of the State of Texas.

Section 4. This Resolution was duly adopted by the Town Council of the Town of Fulton is an open meeting duly posted, called and convened in accordance with the laws of the State of Texas.

PASSED AND APPROVED this the 4th day of October 2023.

TOWN OF FULTON

Kellie Cole, Mayor

ATTEST:

Stephanie Garcia, City Secretary

RESOLUTION NO. R-12-2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FULTON APPROVING AND ADOPTING AN INVESTMENT POLICY

WHEREAS, the following document represents the investment scope, prudence, objective, delegation of authority, ethics and conflicts of interest, authorized financial dealers and institutions, authorized and suitable investments, collateralization, safekeeping and custody, diversification, maximum maturities, internal control, performance standards, reporting, and investment policy adoption guidelines for the Town of Fulton. The purpose for the document is:

- A. To establish and promote an understanding of the constraints that govern the conduct of the investment program of the Town of Fulton.
- B. To establish objectives/goals and policies for the program.

It is the policy of the Town of Fulton to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds;

WHEREAS, this investment policy applies to all financial assets of the Town of Fulton. These funds are accounted for in the Annual Financial Report and includes the following funds:

- A. General Fund
- B. Special Revenue Funds
- C. Capital Project Fund
- D. Enterprise Funds
- E. Internal Service Funds
- F. Trust and Agency Funds
- G. "Any new fund created by the Council, unless specifically exempted."

All deposits, to the extent possible, will be concentrated with one central depository. This maximizes the Town's ability to pool cash for investment purposes and keeps banking relationships manageable;

WHEREAS, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "Prudent Person" standards and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility of an individual security's credit risk or market price changes, provided deviation from expectation are reported in a timely fashion and appropriate action is taken to control adverse developments;

WHEREAS, the primary objectives, in priority order, of the Town of Fulton investment activities shall be:

- A. Safety: Safety of principal is the foremost objective of the investment program. Investments of the Town of Fulton shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that, potential losses on individual security do not exceed the income generated from the remainder of the portfolio.
- B. Liquidity: Town of Fulton's investment portfolio will remain sufficiently liquid to enable Town of Fulton to meet all operating requirements which might be reasonably anticipated.
- C. Return of Investments: Town of Fulton's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Town's investment risk constraints and the cash flow characteristics of the portfolio;

WHEREAS, the Town of Fulton designates and delegates the Mayor as the "Investment Officer". Procedures should include reference to: safekeeping receipt, repurchase agreements (following the guideline under the House Bill No. 2459, Chapter 2256 of the Government Code-Public Funds Investment Act), wire transfer agreements, banking service contracts, collateral/depository agreements and investment training. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Mayor. The Mayor shall be responsible for all transactions undertaken and shall establish a system of control to regulate the activities of subordinate officials;

WHEREAS, officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Texas Ethics Commission and Town Council any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial investment positions that could be related to the performance of the Town of Fulton, particularly with regard to the time of purchases and sales;

WHEREAS, the City Secretary will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by the state and local laws;

All financial institutions and broker/dealers who desire to become a qualified bidder for investment transaction must supply the Mayor with a signed "Broker/Dealer Certification Form" confirming that they have read the Town of Fulton, Investment Policy.

Each financial institution and broker/dealer handling investments transactions for Town of Fulton is required to submit an audited financial statement which will be reviewed by Town of Fulton Mayor;

WHEREAS, Town of Fulton is empowered by statute to invest in the following types of securities:

- A. Obligations of the United States or its agencies and instrumentalities (under the guidelines of H.B. 2459, Chapter 2256 of the Government Code).
- B. Repurchase Agreements (under guidelines of H.B. 2459, Chapter 2256 of the Government Code).
- C. Certificates of Deposit (under the guidelines of H.B. 2459, Chapter 2256 of the Government Code)
- D. Investment Pools (under the guidelines of H.B. 2459, Chapter 2256 of the Government Code).

The following are not authorized investments under the investment policy:

- A. Interest-Only Strips (IO's): Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Principal-Only strips (PO's): Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized Mortgage Obligations (CMO's): Obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized Mortgage Obligations (CMO's): the interest rate of which is determined by an index that adjusts opposite to the change in a market index.

WHEREAS, collateralization will be required on two types of investments: (1) certificates of deposits (over and above the FDIC coverage) and (2) repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest. Town of Fulton chooses to limit collateral to the following: 1) United States Treasury bills, bonds and notes, 2) Federal National Mortgage Association (FNMA), 3) Federal Home Loan Bank (FHLB). The right of collateral substitution is granted.

Collateral will always be held by an independent third party with whom the Town of Fulton has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Town of Fulton.

WHEREAS, all security transactions, including collateral for repurchase agreements, entered into by the Town of Fulton shall be conducted on a delivery-versus-payment basis. Securities will be held by a third-party custodian designated by the Mayor and evidenced by safekeeping receipts.

WHEREAS, the Town of Fulton will diversify its investments by security type and institution, with the exception of U.S. Treasury securities, authorized pool and repurchase agreements.

WHEREAS, to the extent possible, the Town of Fulton will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Town of Fulton will not directly invest in securities maturing more than two (2) years from the date of purchase.

WHEREAS, the Comptroller shall establish an annual review process on its internal controls assuring compliance with investment policies and procedures.

WHEREAS, the investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

WHEREAS, Town of Fulton investment strategy is passive. Given this strategy, the basis used by the Finance Department to determine whether marked yield are being achieved shall be the six-month U.S. Treasury Bill.

WHEREAS, the Comptroller is charged with the responsibility of including a quarterly market investment portfolio report in Town of Fulton, quarterly financial report. The investment portfolio reports will include a detail market sector breakdown.

WHEREAS, Town of Fulton investment policy shall be adopted by resolution of the Town of Fulton legislative authority. The policy shall be reviewed annually by the Finance Department and any modifications made thereto must be approved by the Town Council.

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

Section 1. The Town Council approves the Investment Policy as presented in this Resolution.

Section 2. The Town Council adopts the above Whereas clauses as the Investment Policy.

Section 3. The City Secretary shall disseminate the Investment Policy to all Town employees.

Section 4. The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this Resolution signifying its adoption by the Town Council of the Town of Fulton and the City Secretary, is directed to attest thereto.

PASSED AND APPROVED this the 4th day of October, 2023.

TOWN OF FULTON

Kelli Cole, Mayor

ATTEST:

Stephanie Garcia, City Secretary

Town of Fulton
Job Titles & Pay Ranges
FY 2023-24
Effective 10-1-23

<u>Salary Positions</u>	QTY	
City Secretary / Municipal Court Clerk	1	\$60,000 -- \$80,000
Police Chief	1	\$60,000 -- \$85,000
 <u>Hourly Positions</u>		
Administrative Assistant	1	\$19.00/HR -- \$23.00/HR
Bookkeeper	1	\$20.00/HR -- \$25.00/HR
Director of Operations	1	\$30.00/HR -- \$39.00/HR
Building Official / Code Enforcement	1	\$18.00/HR -- \$24.00/HR
Police Officer	1	\$25.00/HR -- \$28.00/HR
Sewer Maintenance	1	\$16.50/HR -- \$21.00/HR
Sewer Supervisor	1	\$19.00/HR -- \$24.00/HR
General Maintenance	2	\$15.00/HR -- \$19.00/HR
Pier Attendant	4	\$10.00/HR -- \$13.50/HR
Pier Manager	1	\$17.00/HR -- \$20.00/HR
Convention Center Coordinator	1	\$19.00/HR -- \$23.00/HR
Total Positions	17	

Revised 10-1-23