



TOWN COUNCIL REGULAR MEETING

Wednesday, December 17, 2025 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.

PROCLAMATION

- 1.** Proclamation proclaiming December 14, 2025 Centennial of the Aransas County Navigation District.

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.

- 2.** Discuss/Approve/Disapprove minutes of the Regular Meeting held on November 19, 2025.
- 3.** Discuss/Approve/Disapprove the October 2025 financials.

ITEMS FOR CONSIDERATION

- 4.** Discuss/Approve/Disapprove appointment of a replacement for Alderwoman Place 4 for their unexpired term.
- 5.** Discuss/Approve/Disapprove Contract for Election Services between the Elections Officer of Aransas County and the Town of Fulton for the May 2, 2026 General Election.

- 6. Discuss/Approve/Disapprove** Resolution No: R-06-2025: A Resolution of the Town of Fulton, ordering a general election and establishing procedures for said election to be held on May 2, 2026.
- 7. Discuss/Approve/Disapprove** Memorandum of Understanding between and among City of Rockport, Aransas County, Town of Fulton and Aransas County Navigation District for pursuing various strategies and funding intended to enhance Little Bay water quality.

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

- 8.** Mayor's Update.
- 9.** The next Regular Fulton Town Council Meeting will be held Wednesday, January 7, 2026, 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 Thursday December 11, 2025, 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

PROCLAMATION

WHEREAS, the Aransas County Navigation District has played a vital role in the economy, culture, and development of Aransas County for 100 years; and

WHEREAS, the District was established by the voters of Aransas County on December 7, 1925, and formally created by Order of the Aransas County Commissioners Court on December 14, 1925; and

WHEREAS, Travis Bailey, Charles T. Picton and A.C. Glass were appointed as the first Navigation and Canal Commissioners by an order of the Commissioners Court of Aransas County; and

WHEREAS, the Texas Legislature subsequently changed the name of the District to be the Aransas County Navigation District; and

WHEREAS, over the past century the District has developed and maintained seawalls, breakwaters, marinas, harbors, waterways, parks, public amenities, cultural facilities, and Rockport Beach—strengthening public safety, supporting tourism, and enhancing the quality of life for residents and visitors; and

WHEREAS, the District continues to provide vital environmental, recreational, educational, and economic benefits to Rockport and the surrounding area; and

WHEREAS, the Aransas County Navigation District will celebrate its Centennial with special events throughout 2025 and 2026;

NOW, THEREFORE, BE IT RESOLVED that I, Kelli Cole, Mayor of the Town of Fulton, Texas, proudly proclaim that December 14, 2025, as the official

Centennial of the Aransas County Navigation District

and encourages all residents and visitors to participate in and enjoy the celebrations marking this historic milestone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed on this 17th day of December, 2025.

Kelli Cole, Mayor



TOWN COUNCIL REGULAR MEETING

Wednesday, November 19, 2025 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
 Place 3 MaryAnn Pahmiyer
 Place 5 Laura McCorkle

STAFF PRESENT

Hal George, Town Attorney
 Stephanie Garcia, City Secretary
 Ty Gerstenberger, 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 announced with great sadness that Councilwoman Margo Nielsen recently passed away and asked for a moment of silence in her honor.

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.

No one came forward.

CONSENT AGENDA

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

1. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on October 15, 2025.
2. **Discuss/Approve/Disapprove** Mayor's October 2025 credit card.
3. **Discuss/Approve/Disapprove** the September 2025 financials.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the Consent Agenda as presented.

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

ITEMS FOR CONSIDERATION

4. **Discuss/Approve/Disapprove** request for use of roads by Janelle Weller, Assistant Tournament Director, for the 27th Annual Babes on the Bay Fishing Tournament.

Mayor Cole read the item and noted this is an annual request. There was no further discussion.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle the request for use of roads by Janelle Weller, Assistant Tournament Director, for the 27th Annual Babes on the Bay Fishing Tournament.

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

5. **Discuss/Approve/Disapprove** Ordinance No. 330, An Ordinance Authorizing Holiday Pay/Leave; Repealing Ordinances in Conflict; providing for severance and an effective date.

Mayor Cole read the item and gave a brief explanation of the modified ordinance regarding holiday pay. There was no further discussion.

Motion made by Place 3 Pahmiyer, Seconded by Place 2 Garis to approve Ordinance No. 330, An Ordinance Authorizing Holiday Pay/Leave; Repealing Ordinances in Conflict; providing for severance and an effective date.

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

6. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Oysterfest 2026.

Mayor Cole read the item. There were no questions.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Oysterfest 2026.

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

- 7. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Chamber of Commerce and Visitor Center.

Mayor Cole read the item. There were no questions.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 2 Garis to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Chamber of Commerce and Visitor Center.

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

- 8. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Convention and Visitors Bureau.

Mayor Cole read the item. There were no questions.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Convention and Visitors Bureau.

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

- 9. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Texas Maritime Museum.

Mayor Cole read the item. There were no questions.

Motion made by Place 2 Garis, Seconded by Place 5 McCorkle to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Texas Maritime Museum.

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

- 10. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Fulton Mansion State Historic Site.

Mayor Cole read the item. There were no questions.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 3 Pahmiyer to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Fulton Mansion State Historic Site.

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

- 11. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Aransas County Council on Aging.

Mayor Cole read the item. There were no questions.

Motion made by Place 2 Garis, Seconded by Mayor Pro Tem Loflin to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Aransas County Council on Aging.

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

- 12. **Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and ACTS Aviation non-Profit Fund - NCF Houston.

Mayor Cole read the item. There were no questions.

Motion made by Place 5 McCorkle, Seconded by Place 2 Garis to approve the Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and ACTS Aviation non-Profit Fund - NCF Houston.

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

CLOSED SESSION

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

Council convened into Closed Session at 6:10 p.m.

OPEN SESSION

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

Council reconvened at 6:18 p.m.

ANNOUNCEMENTS

- 13. Mayor's Update.

Mayor Cole shared the service information for Councilwoman Nielson’s services: December 6, 2025, at 2 p.m. at Charlie Marshall Funeral Home. She noted that the Fulton baithouse has been repainted and the floors resealed. Mayor Cole announced that Christmas in Fulton will be held on December 11, 2025, at the Fulton Convention Center. She noted that David Nesloney is again donating bikes to be given away.

Chief Gerstenberger noted that the fall months have been busier than usual. He shared that the additional patrol during the evening hours has been beneficial. Officer Dougherty is overseeing the Fulton Police Department Facebook page.

- 14. The next Regular Fulton Town Council Meeting will be held Wednesday, December 3, 2025, beginning at 6:00 pm.

Mayor Cole announced the date and time of the next meeting.

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 5 McCorkle

The meeting was adjourned at 6:21 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary

**CONTRACT FOR ELECTION SERVICES BETWEEN
THE ELECTIONS OFFICER OF ARANSAS COUNTY AND THE
TOWN OF FULTON FOR THE
MAY 2, 2026, UNIFORM ELECTION DATE**

THIS CONTRACT FOR ELECTION SERVICES (the “Contract”) is made in accordance with Section 31.092 of the Texas Election Code and entered into by and between the **Elections Administrator of Aransas County, Kevin A. Stroud**, (hereinafter referred to as the “**Elections Officer**” or “**Contracting Officer**”), and the **Town of Fulton, Aransas County, Texas**, (the “**Political Subdivision**”), with both sometimes referred to as “Party” or collectively as “the Parties.”

WITNESSETH:

WHEREAS, the Political Subdivision expects to call an election to be held on **May 2, 2026** (the “Election”) and a run-off election, if necessary, to be held at a later date; and,

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

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

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

- 1. Purpose.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters. This Contract also exists for the purpose of ensuring that the Contracting Officer and the Political Subdivision understand the tasks each is to perform in connection with the election and the runoff election.
- 2. Term.** The term of this Contract shall begin on the date that each party has executed this Contract and shall terminate upon the conclusion of the activities required herein related to the May 2, 2026, Election and, if necessary, a Runoff Election.
- 3. Duties and Services of the Contracting Officer.** In accordance with Chapter 31, Subchapter D, Texas Election Code, the Contracting Officer shall supervise the overall conduct of the election. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election. The Contracting Officer’s duties shall be performed to the extent required by the Texas Election Code and applicable Secretary of State rules, and any duties described herein beyond statutory requirements shall be performed only as reasonably practicable and to the extent resources permit.
 - a. *Election Judges.* The Political Subdivision hereby delegates its authority to select election judges under §32.005 to the Contracting Officer. Elections judges

shall be secured by the Contracting Officer. Upon request of the Political Subdivision, the Contracting Officer shall provide the Political Subdivision the list of election judges and alternate judges for the Election. The Political Subdivision may approve judges by written order.

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

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

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

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

f. *Registered Voter Lists.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period

required by law. The Election Day list shall be arranged in alphabetical order by precinct.

g. *Ballots.* The Contracting Officer shall be responsible for the programming of the voting devices and the printing of ballots requested by mail, used for early voting, or used on Election Day. The Contracting Officer shall be responsible for distributing voting devices along with the election supplies.

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

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

ii. Early Voting Clerk Deputies shall be secured by the Contracting Officer. Upon request of the Political Subdivision, the Contracting Officer shall provide the Political Subdivision a list of the Deputy Early Voting Clerk.

iii. Early voting by personal appearance for the Election shall be conducted during the hours, time period, and at the locations listed in “**Exhibit A**,” attached hereto and incorporated herein. Should Aransas County hold an election at the same time, the Parties hereby agree that the hours, time period, and locations will be those that the Aransas County Commissioners Court has ordered, or otherwise adopted, for Aransas County’s election. As a result, the hours, time period, and locations listed in “**Exhibit A**” are subject to change.

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

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

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

i. *Election Day Polling Locations.* The Election Day polling locations are those listed in “**Exhibit B**,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. Should Aransas County be holding an election at the same time, the Parties hereby agree that the locations will be those that the Aransas County Commissioners Court has ordered, or otherwise adopted, for Aransas County’s election. As a result, the locations listed in “**Exhibit B**” are subject to change.

j. *Central Counting Station.* The Elections Officer shall establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Chapter 127, Texas Election Code, and under such authority hereby declares that:

- i. The Elections Officer shall be the Central Counting Station Manager.
- ii. The County Elections Coordinator shall be the Tabulation Supervisor and shall facilitate ballot tabulation in accordance with the law and any established County policies, including overseeing the operation of the automatic tabulating equipment.
- iii. The County Chief Deputy Elections Administrator shall be the Assistant to the Tabulation Supervisor and shall assist the Tabulation Supervisor as directed and in accordance with the law and any established County policies, including assisting the Tabulation Supervisor in overseeing the operation of the automatic tabulating equipment.
- iv. The Presiding Judge of the Early Voting Ballot Board shall be the Presiding Judge of the Central Counting Station, shall maintain order, and may confer with and advise the Central Counting Station Manager or Tabulation Supervisor on any activity at the Central Counting Station.
- v. The Alternate Judge of the Early Voting Ballot Board shall be the Alternate Judge of the Central Counting Station and shall serve as the Presiding Judge if the appointed Presiding Judge cannot serve and, in such event, may do so with all authority entrusted to the Presiding Judge.

k. *Election Night Reports.* Election night reports will be available to the Political Subdivision and at the Central Counting Station on Election night.

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

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

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

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

4. Political Subdivision's Responsibilities. The Political Subdivision shall assume the following responsibilities:

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

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

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

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

i. *Publication.* The Political Subdivision shall be responsible for having the required election notice published as required under Section 4.003(a)(1) of the Texas Election Code.

ii. *Posting.* The Political Subdivision shall be responsible for posting the notice as required by Texas Election Code.

iii. *Returning Documents to the Contracting Officer.* Promptly after approval by the Political Subdivision's governing body, the Political Subdivision shall return all pertinent documents to the Contracting Officer within such time as to not impede the orderly conduct of the Election.

iv. *The Schedule.* The Political Subdivision assumes the responsibility for promoting the schedules for Early Voting and Election Day.

v. *Early Voting Clerk Appointment.* The Political Subdivision shall be responsible for ensuring the Contracting Officer is appointed to serve as Early Voting Clerk in the Orders calling the Election.

vi. *Orders Calling the Election.* The Orders shall include the approval of the polling places, times, dates, and places for early voting, and the appointment of the precinct judges.

e. *Ballot Preparation.* The Political Subdivision shall perform the duties required for drawing for placement on the official ballot by candidates. In a timely and diligent manner after ballot positions have been determined, the Political Subdivision shall furnish the Contracting Officer with a list of candidates and/or propositions and show the order and the exact manner in which the names and/or propositions are to appear on the official ballot, including bilingual titles and text. The Political Subdivision shall be responsible for any and all proofreading, including bilingual titles and text, and for approving the final official ballot for the Political Subdivision's candidates and/or propositions. The Contracting Officer shall send the final version of the proposed official ballot to the Political Subdivision via electronic mail to the email address identified in Section 14 of this Contract. The Political Subdivision shall complete a final proofreading and give its final approval of the official ballot within ten (10) calendar days of the receipt of the Contracting Officer sending the ballot proofing documents. The failure of which shall be considered a material breach of this Contract.

f. *Recounts.* By approval and execution of this contract, the Political Subdivision agrees that any recount shall take place at the Office of the Aransas County Elections Administrator.

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

6. Election Workers:

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

b. *Hourly Compensation.* Presiding judges and alternate judges will be compensated at the rate of Twelve Dollars (\$12.00) per hour and election clerks shall be compensated at the rate of Twelve Dollars (\$12.00) per hour. Workers will be compensated for all hours actually worked, including time to set up the polling

location, the time to complete counting, and time to wrap up paperwork, but such hours shall not exceed two (2) hours before and two (2) hours after the polling location is open for voting.

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

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

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

7. **Expenses.** In accordance with Chapter 271, Texas Elections Code, and Section 11.0581, Texas Education Code, the Parties agree to the following allocation of expenses:

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

b. *Shared Expenses.* In the event that the Political Subdivision and other entities hold joint elections at the same time and place, the Political Subdivision and the other entities shall share the actual costs incurred in connection with a polling location used by more than one local political subdivision, including expenses for renting polling locations and voting equipment, programming voting equipment, providing necessary supplies for the polling place to carry out its lawful duties and functions, and the wages and salaries of election workers. If this occurs, Election expenses will be divided among the Political Subdivision and the other entities as illustrated in the attached "**Exhibit C**".

c. *Administrative Fee.* As authorized by Section 31.100 of the Texas Election Code, the Political Subdivision shall pay the Contracting Officer an administrative fee in the amount of Ten Percent (10%) of the total amount of this Contract, which shall not, in any event, be less than \$75.00.

8. **Billing:**

a. *Billing and Itemized Expenses.* The Contracting Officer will submit an itemized invoice to the Political Subdivision for the actual expenses directly attributable to the services, supplies, coordination, supervision, and running of the Election, incurred on behalf of the Political Subdivision. The Contracting Officer will send an itemized invoice after the Election is conducted, unless provided otherwise below, that will include, but is not limited to, expenses for services, supplies, publication, printing, wages, rental and programming of voting equipment

and audio ballots, the Contracting Officer's fee, and any other expenses reasonably and directly related to the Election, incurred on behalf of the Political Subdivision.

b. *Direct Invoicing by Vendor.* The Contracting Officer reserves the right to share information to facilitate direct billing to the Political Subdivision by vendors. Any expenses or fees directly invoiced by a vendor to the Political Subdivision will not be included on the list of itemized expenses but shall still be subject to the ten percent (10%) Administrative Fee as authorized by this Contract and Election Code. Vendors may choose to invoice the Political Subdivision for such expenses or fees when incurred, rather than after the Election, which the Political Subdivision must pay in a timely fashion and in accordance with the law.

c. *Large Expenses May be Billed as Incurred.* The Contracting Officer may bill for expenses and fees incurred on behalf of the Political Subdivision that are equal to or exceeding Five Hundred Dollars (\$500.00) at the time the expense is incurred, rather than after the Election, which the Political Subdivision must pay in a timely fashion and in accordance with the law.

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

e. *Estimated Costs of Services.* Cost estimates for election services and expenses are attached to this Contract as "**Exhibit C**" and are incorporated as if set out fully herein. The Parties acknowledge and agree that these election expenses, as estimated, are fair, and that the actual costs may exceed the posted estimates and vary depending on the number of entities holding elections at the time of the Election.

f. *Notice of Increased Costs.* The Contracting Officer shall promptly advise the Political Subdivision in the unlikely event that the actual costs of the Election incurred on behalf of the Political Subdivision will exceed the estimated costs by twenty percent (20%) or more.

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

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

The Parties agree to employ every effort to amicably resolve any disagreement or dispute regarding invoices. If the Political Subdivision disputes any portion of the invoice, the Political Subdivision shall pay all expenses not in dispute within the thirty (30) day period

and notify the Contracting Officer in writing of which expenses are disputed and the basis of each dispute. The Contracting Officer shall have thirty (30) days to reply. If the Parties cannot reach an agreement regarding any disputed invoice, the Political Subdivision shall present its dispute to the Aransas County Commissioners Court for review and resolution.

10. Voting System. The voting system to be used in the election and runoff election shall be the voting system that has been adopted for use in Aransas County by the Commissioners Court of Aransas County, Texas.

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

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

13. Cancellation of Election. If the Political Subdivision cancels the Election, the Contracting Officer shall still be entitled to receive and recover the actual expenses incurred prior to the cancellation and an Administrative Fee of no less than Seventy-Five Dollars (\$75.00), as authorized by Section 31.100(d), Texas Election Code. In the event of cancellation, the Parties agree to adhere to the billing and payment provisions set forth herein. Unless the Political Subdivision authorizes such expenses in writing and in an effort to ensure the lowest possible cost to the Parties, the Contracting Officer shall use all reasonable diligence and not incur major costs in connection with election preparations until it is known that the Election will be held.

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

Contracting Officer:

Kevin A. Stroud
Elections Administrator
602 East Concho St.
Rockport, TX 78382
(361) 729-7431
kstroud@aransascounty.org

Political Subdivision:

Stephanie Garcia
City Secretary
201 N 7th St, PO Box 1130
Fulton, TX 78358
(361) 729-5533
citysec@fultontexas.org

15. Relationship of the Parties. The Contracting Officer is the agent of the Political Subdivision solely for purposes of contracting with third parties with respect to the election

expenses within the scope of the Contracting Officer's duties. The Contracting Officer shall not be personally liable for any claim arising from such contracts. Except for this limited agency authority, each Party acts in its own capacity, and nothing in this Contract shall be construed to create an agency, employment, partnership, joint venture, or association between the Parties. The employees of one Party shall not be considered employees, agents, or representatives of the other Party for any purpose.

16. No Waiver of Immunity. Nothing in this Contract, nor in the performance of any services under it, shall be construed as a waiver of any governmental, sovereign, or official immunity of the County, the Political Subdivision, or the Contracting Officer, whether arising under the Texas Constitution, the Texas Tort Claims Act, or any other law. All immunities and defenses are expressly retained to the fullest extent permitted by law.

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

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

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

20. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

21. Signature Authority. By signing below, the Contracting Officer and the Political Subdivision warrant and represent that they are authorized to enter into this Contract and that each desire to enter into this Contract

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS**

**Elections Officer
Aransas County**

By: _____
Kevin A. Stroud, Elections Administrator

Date: _____

**Town of Fulton
Political Subdivision**

By: _____
Kelli Cole, Mayor

Date: _____

ATTEST:

Stephanie Garcia, City Secretary

EXHIBIT A

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2026 through Tuesday, April 28, 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	April 20 8 AM - 5 PM	April 21 8 AM - 5 PM	April 22 8 AM - 5 PM	April 23 8 AM - 5 PM	April 24 8 AM - 5 PM	April 25 Closed
April 26 Closed	April 27 7 AM - 7 PM	April 28 7 AM - 7 PM				

Main Early Voting Location:

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

Voting by Mail:

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

EXHIBIT B

ELECTION DAY POLLING LOCATIONS

Time Period:

Saturday, May 2, 2026

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

Vote Centers (All Precincts)

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

EXHIBIT C

ESTIMATED COST

Election with Town of Fulton Only

Ballots & Programming	\$4,000.00
<i>Includes programming for up to five (5) ballot items.</i>	
Election Supplies & Distribution	\$360.00
Election Officials/Staffing	\$5,500.00
Ballot by Mail & Support	\$600.00
Equipment Rental	\$9,800.00
Miscellaneous	\$500.00
<hr/>	
SUBTOTAL	\$20,760.00
Administrative Fee (10%)	\$2,076.00
<hr/>	
TOTAL	\$22,836.00

Election with Town of Fulton Only and One Additional Entity

Ballots & Programming	\$4,000.00
<i>Includes programming for up to five (5) ballot items.</i>	
Election Supplies & Distribution	\$180.00
Election Officials/Staffing	\$2,750.00
Ballot by Mail & Support	\$600.00
Equipment Rental	\$4,900.00
Miscellaneous	\$500.00
<hr/>	
SUBTOTAL	\$12,930.00
Administrative Fee (10%)	\$1,293.00
<hr/>	
TOTAL	\$14,223.00

RESOLUTION R-06-2025

A RESOLUTION OF THE TOWN OF FULTON, ORDERING A GENERAL ELECTION AND ESTABLISHING PROCEDURES FOR SAID ELECTION TO BE HELD ON MAY 2, 2026; THE GENERAL ELECTION SHALL BE FOR THE PURPOSE OF ELECTING THE POSITION OF COUNCIL MEMBERS TO REPRESENT MAYOR, ALDERMAN PLACE 1, UNEXPIRED TERM FOR ALDERWOMAN PLACE 4, AND ALDERWOMAN PLACE 5 FOR TWO YEAR TERMS; DESIGNATING POLLING PLACES FOR EARLY VOTING AND ELECTION DAY; PROVIDING FOR NOTICE OF SAID ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

Section 1. In accordance with the general laws and Constitution of the State of Texas, a General Election is hereby called and ordered for Saturday, May 2, 2026. This General Election is being held for all qualified voters of the Town to vote for the position of Mayor, Alderman Place 1 for a two-year term, Unexpired Term for Alderwoman Place 4 for a two-year term, and Alderwoman Place 5 for a two-year term.

Section 2. That the City Secretary is hereby directed to cause notice to be given of said election by publication in the official newspaper of the Town of Fulton, Texas in accordance with the State Election Code.

Section 3. That the City Secretary is hereby directed to cause to be published in the official newspaper of the Town of Fulton this Resolution as presented by the Town Council at the Wednesday, December 17, 2025, Regular Town Council Meeting in accordance with Town Council and State Election Code.

Section 4. That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file same will be Wednesday, January 14, 2026, at 8:00 a.m., with the last day for filing to be Friday, February 13, 2026, at 4:00 p.m. in accordance with Election Code Sec. 143.006 and 143.007.

Section 5. That the order in which names of the candidates are to be printed on the ballot for the positions of Mayor, Alderman Place 1 for a two-year term, Unexpired Term for Alderwoman Place 4 for a two-year term, and Alderwoman Place 5 for a two-year term will be determined by a drawing conducted by the City Secretary as provided by Sec. 52.094 of the Texas Election Code on Friday, February 20, 2026, at 9:00 a.m. in the office of the City Secretary at 201 North Seventh Street, Fulton, Texas.

Section 6. That the Office of the City Secretary and the Election Administrator shall perform all duties normally performed by the County Clerk in general elections with respect to early voting, giving notice of the election, and preparing the official ballots.

Section 7. That the voting place on Election Day and election officer of said Town election shall be as follows:

Location: Aransas County Elections and Voter Registration Office
602 E. Concho, Rockport, TX 78382
Election Officer: Kevin Stroud, Election Administrator

Election clerks shall be paid \$12.00 per hour. The Presiding Judge shall receive \$12 per hour and an additional \$25.00 for conducting the election.

Section 8. That Early voting by personal appearance will be conducted at the Aransas County Voting Centers listed on the attached Exhibit “A” beginning Monday, April 20, 2026, at 8:00 a.m. and ending on Tuesday, April 28, 2026, at 7:00 p.m. Early voting by personal appearance shall be conducted during regular business hours of the Election Administrator’s Office each weekday from 8:00 a.m. until 5:00 p.m., except for the final two days of the early voting period. On the final two days of early voting by personal appearance, April 27 and April 28, 2026, the Election Administrator’s business hours are hereby designated as 7:00 a.m. until 7:00 p.m. (Section 85.005, Election Code)

Section 9. That notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said code. The Mayor shall issue all necessary orders and writs for such elections and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 10. That all residents and qualified voters of the Town of Fulton shall be permitted to vote in said election. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for early voting for said election.

Section 11. That the Mayor is authorized to sign an Order of Election prescribed by the State of Texas on behalf of the City Council. The notice of Regular Municipal Election shall be published in accordance with the provisions of the Texas Election Code.

Section 12. That should any part, section, paragraph, sentence, or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

Section 13. That this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the Town Council of the Town of Fulton, County of Aransas, State of Texas, on this 17th of December 2025.

Kelli Cole, Mayor
Town of Fulton

ATTEST:

Stephanie Garcia, City Secretary
Town of Fulton

EXHIBIT "A"

Main Vote Centers (All Precincts)

Aransas County elections & Voter Registration Office (side entrance)
602 E. Concho St.
Rockport, TX 78382

Voting by mail

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

MEMORANDUM OF UNDERSTANDING

Between and Among
City of Rockport, Aransas County, Town of Fulton and Aransas County Navigation District

1. Purpose

This Memorandum of Understanding states an agreement in principle and mutual intentions with respect to cooperation and joint support for pursuing various strategies and funding intended to enhance Little Bay water quality.

2. Recitals

Whereas, Little Bay is a small, semi-enclosed estuary located in the heart of Rockport where freshwater from Tule Creek (a 2,800-acre urbanized watershed) mixes with salt water from Aransas Bay; and

Whereas, Little Bay provides important ecological functions, including flood protection, water filtering and marine habitat, as well as supporting the local tourism industry by providing opportunities for both residents and visitors to fish, kayak, boat, jet-ski, and watch birds; and

Whereas, Seagrasses are a foundation of healthy marine ecosystems. Seagrasses act as the first line of defense along coasts by reducing wave energy, protecting people from the increasing risk of floods and storms and are considered among the most productive estuarine habitats in the world. Little Bay was home to about 300 acre-feet of seagrass in the early 2000s. Direct and indirect impacts from incremental development of the Little Bay watershed and Live Oak Peninsula led to degradation of water and sediment quality to the extent seagrasses have disappeared from Little Bay and could no longer survive after about 2005; and

Whereas, it is to the benefit of Rockport residents and the local economy to improve Little Bay water quality so it once again sustains seagrass, a generally accepted indicator of a healthy coastal ecosystem; and

Whereas, The Little Bay Restoration Initiative (Initiative) is a Tier 1 priority project in the current Texas Coastal Resilience Plan (2023). The Initiative includes four elements that are jointly supported by the City of Rockport, Aransas County, Town of Fulton and the Aransas County Navigation District.

3. Statement of Mutual Intent

Now, therefore, be it resolved the undersigned organizations agree in principle to jointly pursue funding for the Initiative as outlined below and projects related thereto:

Evaluate, select, and implement Best Management Practices to reduce impacts due to point-source and nonpoint-source inflows.

- Evaluate sediment quality to identify substances that may require focus.
- Wastewater treatment plant upgrades for irrigation/potable reuse.
- Landscape modifications to increase retention time, including HOA education.
- Other actions to cost-effectively improve water quality such as the proposed Tule Lake marsh creation.

Evaluate, select, and implement circulation improvements to enhance water quality, including widening and deepening existing channels and creation of new circulation inlets or other similar projects.

- Assess maintenance requirements and identify responsible entities.

Construct a living shoreline to provide new marsh habitat and protect critical infrastructure from erosion.

- Include larger wetlands within the bay at each outfall for added filtration.
- Include vegetated stormwater filters upstream from all outfalls that are upland of the shoreline.

Evaluate and implement plans for beneficial use of dredged material to construct the living shoreline and to restore and stabilize eroded rookery islands.

- Include evaluation of the potential use of sand from the U.S. Army Corps of Engineers Aransas Bay open-water disposal sites.

4. Cooperation on Grants and Funding

The parties agree to join in, support, and, where appropriate, co-sign any grant or funding applications that one or more of the parties may prepare for submission to federal, state, or other granting agencies to advance the Initiative and related projects.

5. Non-Binding Nature

This MOU expresses the current intentions of the parties but does not create legally enforceable obligations or financial commitments. Any future binding and implementing agreements will be subject to separate negotiations and formal approval by each party's governing body.

6. Term and Modification

This MOU shall become effective upon the last date of signature below and shall remain in effect for three (3) years unless terminated earlier by mutual written consent or superseded by a subsequent binding agreement. The parties may amend this MOU in writing at any time by mutual agreement.

7. General Provisions

Good Faith Cooperation: Each party shall act in good faith to advance the objectives set forth herein.

No Third-Party Rights: Nothing in this MOU confers rights or benefits on any third party.

Severability: If any provision is deemed invalid, the remainder shall remain in effect.

Executed on the dates set forth below.

City of Rockport

By: _____
Mayor

Date: _____

Attest:

By: _____
City Secretary

Aransas County

By: _____
County Judge

Date: _____

Attest:

By: _____
Clerk of the Court

Aransas County Navigation District

By: _____
Chairman

Date: _____

Attest:

By: _____
Harbor Master

Town of Fulton

By: _____
Mayor

Date: _____

Attest:

By: _____
City Secretary