

**Special Called Meeting**  
**Agenda**  
**Aransas County Alliance Local Government Corporation**  
**May 26, 2020**

Notice is hereby given that a meeting of the Aransas County Alliance Local Government Corporation will be held on Tuesday, May 26, 2020 at 12:30 P.M. Due to COVID-19, the meeting will be held by video conference via the ZOOM app and streamed on YouTube for viewing. If you would like to attend, please contact Kim Foutz at least 24 hours prior to the meeting at [kfoutz@aransascounty.org](mailto:kfoutz@aransascounty.org) or 254-493-1293. You will be asked to complete a public participation form, and upon receipt, provided with a meeting invitation.

The following subjects will be discussed and acted upon:

**I. ROLL CALL AND CONFIRMATION OF QUORUM**

Introduction of Town of Fulton's new representative board member – Kelli Cole, Mayor of Fulton

**II. WORKSHOP/PRESENTATIONS:**

1. Presentation on the TEAM Center report (Technology, Entrepreneurship, Arts, and Maker Space) issued by Texas A&M University-Corpus Christi in cooperation with IC<sup>2</sup> of the University of Texas at Austin
2. Presentation on a grant opportunity through the Department of Commerce-Economic Development Administration for a workforce development and entrepreneurship center

**III. CONSENT AGENDA:**

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

1. Discussion and possible action on ratification of Election of Officers – Chairman, Vice Chairman, Treasurer, and Secretary including election of the following:
  - a. Chairman – C.H. "Burt" Mills Jr. (Aransas County Judge)
  - b. Vice Chairman – Kelli Cole (Town of Fulton Mayor)
  - c. Treasurer – Pat Rios (City of Rockport Mayor)
  - d. Secretary – Malcolm Dieckow (Navigation District Chairman)
2. Discussion and possible action on ratification of designation of a bank depository, designating American Bank of Rockport Texas.

3. Discussion and possible action on ratification of filing for an Employer Identification Number (EIN), such ratification authorizing Kim Foutz to follow up on the item and have the appropriate board member sign and submit the required form.
4. Discussion and possible action on the meeting minutes from the April 6, 2020 meeting.

#### **IV. REGULAR AGENDA**

1. Presentation, discussion, and possible action on authorizing preparation of a grant application for funding through the Economic Development Administration (EDA) for construction of and equipment for a workforce development and entrepreneurship center in Aransas County.
2. Presentation, discussion, and possible action authorizing issuance of a Request for Proposals, following federal procurement standards, for grant application and administration services for an Economic Development Administration grant.
3. Presentation, discussion, and possible action authorizing development of a draft Memorandum of Understanding with the Aransas County Partnership Economic Development Corporation for a joint grant application with the Economic Development Administration.
4. Presentation, discussion, and possible action on a request to the Aransas County Partnership Economic Development Corporation to form an Exploratory Committee (TEAM Center Exploratory Committee) to oversee research, development, and submittal of the EDA grant application.
5. Presentation, discussion, and possible action on Consulting Services Agreements between the Aransas County Alliance Local Government Corporation and each of the Sponsoring Entities.
6. Discussion Regarding Regional Economic Development Initiatives:
  - COVID-19 business assistance
  - Update on micro-hospital
  - Update on downtown parking lot
  - Update on Rockport Harbor RFP
  - Texas General Land Office economic development study

#### **V. REPORTS FROM DIRECTORS: NO ACTION WILL BE TAKEN**

#### **VI. ANNOUNCEMENTS: NO ACTION WILL BE TAKEN**

#### **VII. ADJOURNMENT**

I, the undersigned, City Secretary, of the City of Rockport, Texas, do hereby certify that the Notice of the above named Aransas County Alliance Local Government Corporation meeting, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Aransas County, Texas on Thursday, May 21, 2020, at 9:00 a.m. and said Notice remained so posted continuously for at least seventy-two (72) hours preceding the schedule time of said Meeting.



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Teresa Valdez, City Secretary

Tel: 361-729-2213 Fax: 361-790-5966

**Meeting Minutes**  
**Aransas County Alliance Local Government Corporation**  
**April 6, 2020**

The Aransas County Alliance Local Government Corporation was initially scheduled to meet at 12:00 noon. Due to COVID-19, the meeting was held by video conference via the ZOOM app. The meeting was interrupted by a “Zoom Bomber” and had to be delayed and reconvened at 12:15 p.m.

**I. ROLL CALL AND CONFIRMATION OF QUORUM**

Members in attendance were: Navigation District Chairman Malcolm Dieckow, Aransas County Judge C.H. “Burt” Mills Jr, and Town of Fulton Mayor Jimmy Kendrick.

Also present were: City of Rockport Mayor Pat Rios, Rockport City Manager Kevin Carruth, Fulton Alderwoman Kelli Cole, John Jackson, Chamber of Commerce President Diane Probst, EDC Chairman Jatin Bhakta, and citizen Jeff Hutt.

**II. WORKSHOP/PRESENTATIONS: n/a**

**III. CONSENT AGENDA: N/A**

**IV. REGULAR AGENDA**

**1. Discussion and Possible Action on Adoption of Bylaws**

A motion was made by Malcolm Dieckow and seconded by Mayor Kendrick to approve the bylaws. The motion passed unanimously.

**2. Discussion and Possible Action on Election of Officers – Chairman, Vice Chairman, Treasurer, and Secretary**

A motion was made by Malcolm Dieckow and was seconded by Mayor Kendrick to elect Judge C.H. Mills Jr. as the Chairman. The motion was approved unanimously.

A motion was made by Mayor Kendrick and seconded by Judge Mills to elect Kelli Cole as vice chairman. The motion was approved unanimously.

A motion was made by Mayor Kendrick and seconded by Judge Mills to elect Mayor Rios as treasurer. The motion was approved unanimously.

Mayor Kendrick made a motion to elect Malcolm Dieckow as secretary. The motion was approved by acclamation.

**3. Discussion and Possible Action on Designation of a Bank Depository**

A motion was made by Mayor Rios and seconded by Judge Mills to designate American Bank of Rockport Texas as the bank depository.

**4. Update on Aransas County Partnership Economic Development Corporation’s activities, meetings, and membership to date**

Jatin Bhakta, Chairman of the Economic Development Corporation provided an update on the EDC’s activities. Specifically, he noted that the EDC is working to contract for services at this time and has delayed hiring of a director due to the corona virus. These contractors will be working on preparation activities and research necessary further start up activities of the corporation.

**5. Discussion and Possible Action Regarding a Service Agreement with the Aransas County Partnership Economic Development Corporation**

Kim Foutz indicated that a draft copy of the service agreement had been distributed by email. This agreement will be between each of the sponsoring entities and the LGC. Once an agreement is approved by each entity, they will send their financial contribution. She asked that all board members review the draft agreement and submit comments via email. The draft contracts will be on the next agenda for action. A citizen asked a question regarding what the process would be for securing a services agreement with the LGC and a private party. Ms. Foutz indicated that the process would be discussed at a future meeting after the LGC had coordinated the primary contract with the sponsoring entities.

**6. Discussion and Possible Action on IRS Form SS4 to file for an Employer Identification Number (EIN)**

Mayor Rios made a motion and Malcolm Dieckow seconded the motion for Kim Foutz to follow up on this item and have the appropriate board member sign and submit the required form.

**7. Discussion Regarding Regional Economic Development Initiatives:**

- COVID-19 business assistance – a brief summary was provided by Diane Probst, President of the Rockport-Fulton Chamber of Commerce. The Chamber is working to get assistance information out to businesses.
- Update on micro-hospital – a brief summary was provided by Kim Foutz, Long Term Recovery Team. The micro-hospital grant application has been submitted and is in its final stages of approval.
- Update on downtown parking lot – a brief summary was provided by Kim Foutz, Long Term Recovery Team. The downtown parking lot grant application has been submitted and is in its final stages of approval.
- Update on Rockport Harbor RFP– a brief summary was provided by Malcolm Dieckow, Chairman of the Navigation District. The RFP is ready for issuance but has been put on hold due to the corona virus impact. The art center lease is also being addressed.
- Texas General Land Office economic development study – a brief summary was provided by Kim Foutz, Long Term Recovery Team. The GLO held a kick-off meeting with its steering committee. It also held a conference call informational meeting. A survey will be distributed in the next couple of months. The Services Agreement with the EDC will include that the EDC will work on an asset inventory and to receive public input on target industries.

**V. REPORTS FROM DIRECTORS:** NO ACTION WILL BE TAKEN – No reports were made.

**VI. ANNOUNCEMENTS:** NO ACTION WILL BE TAKEN – No announcements were made.

**VII. ADJOURNMENT**

A motion was made by Judge Mills and was seconded by Mayor Rios to adjourn. The motion carried unanimously.

## **TEAM Center** **(Technology, Entrepreneurship, Arts and Maker Space)**

**Background:** Researchers from the College of Business at Texas A&M University-Corpus Christi joined IC<sup>2</sup>, an institute for economic development of the University of Texas at Austin (see below description), in February in assessing economic development possibilities for the community of Rockport-Fulton.

Rockport-Fulton has a rich history of supporting local businesses, a thriving arts community, and diverse marine-based economy. With the recent creation of the Economic Development Corporation, Rockport-Fulton is taking steps to provide a future vision for the economy. To better serve the goals and aspirations of the small business community, Rockport-Fulton participated in the **Communities as Startups program**. The program identified economic development strategies based on the community's assets, values, and identity.

Participating from Texas A&M-Corpus Christi were Dr. Kent Byus, Professor and Director of Entrepreneurship Education in the College of Business, and Russell Franques, director of A&M- Corpus Christi's Coastal Bend Business Innovation Center (CBBIC). "The Center is very pleased with the outcome of the program and feels it will add considerable depth to the ongoing work and collaboration with Rockport-Fulton for years to come," Franques said. "Assisting the community in thinking about all facets of its future in an entrepreneurial fashion will help the community to be more agile, opportunity obsessed, and able to drive economic development particularly in the small business arena. This partnership, which explores economic resilience in the Coastal Bend region, is another project made possible in part by the Economic Development Administration of the U.S. Department of Commerce.

**Findings:** It became apparent after three-days of interviews and analysis of key leader representation and on point facilitation by the IC<sup>2</sup> Institute of the University of Texas at Austin assisting in the endeavor, there was a need to formulate a facility and it was determined the time was now.

**Concept:** Our early conceptualization of a collaborative TEAM Center (Technology, Entrepreneurship, Arts and Maker Space) is below:

1. The opportunity will support the following:
  - a. **Technology**
    - i. Space to attract and include tech commercial applications such as:
      1. Larger scale (enhance commercial use and attractiveness in-line with new EDC's light manufacturing component)
      2. Higher level (advanced techniques or instruction (CAD, CNC, Machine coding, etc)
  - b. **Entrepreneurship**
    - i. "Talent Connect" – connecting the talented individuals, some with Fortune 50 experience to the local entrepreneurial community
    - ii. Market Research
    - iii. Basic entrepreneurship courses (business structure, basic accounting, and marketing)
  - c. **Art- creative space that feeds/collaborates with the Art Center** (connection to previous EDA Harvey Funded project) to support the needs of
    - i. Potters (Pottery Wheels, Kiln, and Aging Space)
    - ii. Painters (Easels, consumables, and storage area)
    - iii. Crafters (Carpenters, Metal Work, and others)

d. **Maker Space** - space for instruction and curricular support for:

- i. Maker-space instruction on equipment, techniques, and processes (Laser cutters, 3D additive manufacturing, water cutters, etc)
- ii. Next generation instruction as emerging (coding)

The TEAM Center will enhance job creation in the 4 environments, as well as proactively provide collaboration between each environment.

**Goal Alignment:** This type concept is listed as a major goal in the Economic Development Plan adopted by all entities in April 2018, the Long Term Recovery Plan for recovery from Hurricane Harvey adopted by all entities in August 2018, and the Long Term Goals of the Rockport-Fulton Chamber of Commerce adopted in March 2020. All plans can be made available upon request.

**Contact:** For any further questions, please contact the Aransas County Partnership Economic Development Corporation at 319 Broadway, Rockport, TX 78382 or email [info@aransascountyedc.org](mailto:info@aransascountyedc.org).

**About IC<sup>2</sup>:** The IC<sup>2</sup> Institute was established at The University of Texas at Austin in 1977, as a *think-and-do tank* to explore the broad economic, technological, and human factors that drive economic development in regions. On the think side, IC<sup>2</sup> is focused on innovation and entrepreneurship in small or remote cities outside major urban corridors. As a do tank, IC<sup>2</sup> creates programs that aim to have a positive impact on the world. In the U.S. and worldwide, the institute will continue to implement initiatives that lead to impactful and sustainable growth for communities and regions.

## **Introductions:**

Russell Franques with Business Innovation Center

Emily Martinez – Coastal Bend COG

Neil Amsler – Director of the Aransas County EDC

**Background & Goal Alignment:** Project we will talk about today has been a major goal in the Economic Development Plan adopted by all entities in April 2018, the Long Term Recovery Plan adopted by all entities in August 2018, and the Long Term Goals of the Rockport-Fulton Chamber of Commerce adopted in March 2020.

Community as a Start-up: led by Kent Byus Texas A&M CC's College of Business and Entrepreneurship Education and of course Ruseel Franques, Director of A&M CC's Business Innovation Center

## **Project & initiative recommendations:**

### **TEAM Center (Technology, Entrepreneurship, Arts and Maker Space)**

- Technology: advanced techniques (CAD, CNC, machine coding) and larger scale
- Entrepreneurship: talent connect, market research, and basic entrepreneurship courses
- Art: creative space that feeds/ collaborates with the Art Center
- Maker space: space for instruction on equipment, techniques, processes (Laser cutters, 3D additive manufacturing, water cutters, etc) and next generation instruction as it emerges (ex coding)

**CONSULTING SERVICES AGREEMENT**

**THE STATE OF TEXAS**  
**COUNTY OF ARANSAS**

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**KNOW ALL BY THESE PRESENTS**

This Consulting Services Agreement ("Agreement") is executed by and between the Aransas County Alliance Local Government Corporation (the "LGC"), a Texas local government corporation organized under Texas Transportation Code Chapter 431, Subchapter D, as amended, and \_\_\_\_\_, a Texas local government and sponsoring entity of the LGC (the "Sponsor"), for the purpose of promoting economic development of the Aransas County area.

**Whereas**, the Sponsor and LGC recognize the value of the existing job base in Aransas County, the need to grow the job base, and the need to continue to expand the tax base in order to sustain and improve the general services and quality of place for the benefit of its residents and businesses alike;

**Whereas**, the Sponsor and LGC recognize the value of economic development services in order to sustain and improve the County's job base and tax base for the benefit of its residents and businesses alike;

**Whereas**, the LGC was recently formed pursuant to a Texas Interlocal Cooperation Agreement which received final approval on December 9, 2019, (the "Interlocal Agreement") to promote economic development and the Interlocal Agreement provided that the sponsoring entities of the LGC separately would approve contracts with the LGC to further define their partnership to promote economic development in Aransas County;

**NOW THEREFORE**, for and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**Section I: Services**

- 1. Description of Services.** LGC agrees to provide professional services to the Sponsor in the area of economic development directly and through a service provider as a contractor. LGC will organize, coordinate, and lead the expansion of Aransas County area's economic base through actions and programs that encourage and cause retention, expansion, and recruitment of businesses targeted by the Sponsors.

The professional services to be performed pursuant to this Agreement shall include the following:

- (a) Work diligently to achieve economic development goals established by the Sponsors from time to time, through their Strategic Plans and Economic Development Plan.

(b) Consult and collaborate with the Sponsors on the development and amendment of the Economic Development Plan as it relates to economic development strategies, goals, and objectives, including the following initial goals:

- (1) Grow sales tax revenue within the County;
- (2) Grow the net number of jobs created within the County;
- (3) Grow per capita personal income within the County;
- (4) Increase taxable real property and personal property within the County.

(c) Create and implement programs and strategies designed to promote the prosperity of; retention of; and expansion of existing industries and business enterprises.

(d). Identify potential partners, fundraise, manage, and finance projects that promote and encourage employment, workforce development, business recruitment, business retention and economic development.

(e) Assist the community to speak with one voice and act as a “one stop shop” for information relative to economic development.

(f) Implement programs and strategies designed to promote quality housing, quality of place, and quality of life.

(g) Recruit and promote the Aransas County area to prospects for new target industries and business enterprises (as defined by policy of the Sponsoring Entities), particularly those which would substantially increase employment and wages.

(h) Negotiate, subject to the approval of the governing bodies of each of the applicable Sponsors or other applicable jurisdictions, attractive, sound, and economically viable incentives (as defined by policy by the Sponsors) designed to foster the retention and expansion of existing industries and business enterprises as well as the inducement of new ones.

(i) Advise and update the Sponsor of LGC’s status and progress on a quarterly basis as provided for in Section III below.

(j) Undertake, from time to time, contingent upon both funding and resources, and at the direction of LGC’s board of directors:

- (1) Development of information and conducting research on area and regional economics, finance, education and training, housing, planning, development, and other similar areas of public concern which are deemed necessary to further its efforts; and

- (2) Assistance in the dissemination of pertinent local information by using a broad range of delivery vehicles as deemed prudent and effective; and

- (3) Development and operation of a website.
- (k) Conduct any and all other lawful activities which aid, assist; and encourage the economic prosperity and development of the County.
- (l) Prepare a comprehensive economic development strategy and present findings to the Sponsoring Entities for consideration for the purpose of updating the Economic Development Plan and developing goals, performance metrics, and policies.
- (m) Provide a current copy of all membership lists and bylaws, as requested by Sponsoring Entity representatives.
- (n) Provide technical assistance as needed to further economic development goals.
- (o) In year one of operation, diligently work on, but not limited to, the following projects:
  - (1) Work with the Texas General Land Office, if available, and or other partner resources to develop an asset inventory and associated recommendations for improvement of the community's assets and resources.
  - (2) Work with the Texas General Land office, if available, and or other partner resources, the public, and any subcommittees to develop a recommendation on targeted businesses.
  - (3) Explore development of a Workforce Development Center and pursue resources for implementation.

## **Section II. Records, Reports, and Funding**

**1. Records.** LGC agrees to record the revenues received from each Sponsor for economic development services as a portion of its general revenues on its books of account. LGC agrees to record all of its revenues and expenditures in financial statements prepared in accordance with generally accepted accounting principles, which financial statements shall be made available to each Sponsor's designee upon request.

**2. Performance Reports.** On a quarterly basis, LGC shall furnish each of the Sponsors a performance report of its economic development services performed pursuant to this Agreement which shall reflect overall activity, meetings, contacts and other activities conducted by LGC, such reports are to include such data as may be reasonably required by the Sponsors. Any communications or contacts which are of a confidential nature shall be limited to a general description only. LGC will provide an annual report to the Sponsors on its performance measures, activities, and expenditures related to this Agreement.

**3. Financial Reports.** On a quarterly basis, LGC shall furnish each of the Sponsors financial statements reflecting funds received and expenditures made. Within 120 days of the end of each fiscal year, LGC shall furnish each of the Sponsors an audited, annual financial statement.

**4. Compensation.** The Sponsor agrees that for the economic development services performed by LGC, it shall pay to LGC the sum of \$\_\_\_\_\_.00 for the initial year covered by this Agreement and thereafter as prescribed in Section 5.2 of the Interlocal Agreement. Sponsor shall transfer these funds into the operations account of the LGC within 30 days after such account is open and available to receive deposits. Compensation in future years shall be subject to annual appropriations by the governing body of Sponsor.

**4. Allowed Uses of Funding.**

(a) Sponsor's funding may be used to cover expenses that LGC incurs in its normal business operations, including, but not limited to, marketing costs, office supplies, travel, payroll, insurance payments, subcontractor, consultant and independent contractor payments, rental payments, and general office expenses. Sponsor's funding may also be used to cover capital expenses which LGC incurs to acquire or upgrade capital assets, such as real estate, computers, office furniture, software and job training required or suitable for the promotion of development and expansion of business enterprises within Aransas County.

(b) Funding received by LGC under this Agreement may not be used to provide monetary grants.

(c) LGC shall never expend funds received under this Agreement for any purpose or activity not directly or indirectly related to the promotion of economic development on behalf of the Sponsors.

**Section III. General Provisions**

**1. Agreement.** This Agreement is subject to all provisions contained in the Interlocal Agreement of the Sponsoring Entities, LGC bylaws, and LGC Articles of Incorporation.

**2. Term.** The term of this Agreement shall commence on the date of approval by the Sponsor below, and it shall continue until December 31, 2020, subject to earlier termination by either party, and subject to renewal automatically on an annual basis thereafter.

**3. Equal Opportunity Employer.** LGC agrees to abide by the equal opportunity laws and regulations, it and its contractors shall:

(a) treat all applicants and employees without discrimination as to race, color, religion, sex, national origin or disability; and

(b) identify itself as an "equal opportunity employer" in all help-wanted advertising or requests.

**4. Notices.** All notices, requests or other communications related to this Agreement shall be made in writing and may be given by:

(a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or

(b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the pasties shall, until changed as provided herein, be as follows:

Sponsor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rockport, Tx \_\_\_\_\_

LGC: Aransas County Alliance Local Government Corporation  
Attn: Chairman  
2840 Highway 35  
Rockport, Texas 78382

**5. Severability.** If for any reason any section, paragraph, subdivision, clause., phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

**6. Lawful Service.** The parties mutually agree that the services provided under this Agreement are lawfully authorized services which the Sponsor is purchasing from LGC.

**7. Modifications and Counterparts.** No amendments, modifications or other changes to this Agreement shall be valid or effective absent the written agreement of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**8. Dissolution.** If LGC dissolves and discontinues business during the term of this Agreement, Sponsor shall be entitled to the refund of its proportionate share of any remaining funds in the percentages of financial support established by the Interlocal Agreement.

**9. Mutual Cooperation.** Sponsor and LGC agree to cooperate fully with one another and to coordinate their efforts in order to promote economic development within Aransas County. The Parties agree to keep each other fully informed of their plans, operations, and activities and whenever possible, to coordinate their efforts to promote and otherwise undertake economic development in the County.

**20. Ability to Contract with Others.** Nothing in this Agreement shall in any way limit either party from contracting with other persons or entities for economic development services within Aransas County.

**21. Relationship of Parties.** No Party to this Agreement shall have the right, power, or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representation, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

**EXECUTED** on the dates indicated below but effective as of the \_\_\_\_ day \_\_\_\_\_, 2020.

**ARANSAS COUNTY ALLIANCE LOCAL GOVERNMENT CORPORATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

This \_\_\_\_ day of \_\_\_\_\_, 2020.

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