BUSINESS ITEMS

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	A, B and C
DATE SUBMITTED:	August 11, 2016	**DEPARTMENT:**	City Administration / Legal
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes/ David Mendez
SUBJECTS:	**Items related to the creation of Single Member Districts**		
ATTACHMENTS:			
EXPENDITURE REQUIRED: **AMOUNT BUDGETED:** **FUNDING ACCOUNT:** **ADDITIONAL APPROPRIATION REQUIRED:** **FUNDING ACCOUNT:**			

EXECUTIVE SUMMARY

Please find attached a letter to the City from Mr. Mendez of Bickerstaff, Delgado, Heath and Acosta LLP regarding the process for the creation of Single Member Districts in accordance with the Home Rule Charter. Those items include the adoption of timeline, a Resolution adopting criteria and guidelines for the process and the appointment of two volunteers from Council to serve as a Special Working Group on this issue as the project progresses. The final item is optional and Council may opt to serve as a whole in this regard.

RECOMMENDATION

Staff recommends that Council take action to approve Items A and B; for Item C staff recommends that Council deliberate and take any action desired.

Bickerstaff
Heath Delgado Acosta LLP

August 4, 2016

VIA EMAIL
cjsnipes@fulsheartexas.gov

Mr. CJ Snipes
City Manager
City of Fulshear
30603 FM 1093 West/ PO Box 279
Fulshear, Texas 77441

Mr. Snipes:

As discussed during our August 2nd conference call, I have prepared for your review the attached draft resolution prescribing criteria and guidelines for the development of districting plans for the City. As we discussed during our conference, the purpose of the resolution is two-fold. First, it demonstrates the City's reliance on traditional districting criteria in building its single member districts. The courts have found that the use of traditional districting criteria by political subdivisions is an important element in demonstrating a city's intention to abide by legal principles in implementing redistricting plans. In the event of a legal challenge to the City's redistricting plan, the adoption of such a policy will afford an important defense. Second, the guidelines call for the submission of complete (5-district) redistricting plans. Requiring citizen plans to adhere to the same requirements the city imposes on itself in drawing plans makes citizens appreciate the complexity of drawing a plan that works for the whole community and not just for their neighborhood.

I also provide a proposed time line for the project for the City Council's consideration.

The time line contemplates several events where we need further guidance from you:

1. You will note in the Council Workshop that we suggest the designation of one or more council members to work with us in developing draft illustrative plans that will ultimately be presented to the entire Council for discussion. The reason we suggest this is to allow us to draw with some council input without invoking the open meetings requirements. While we can draw in a work session with the entire Council, that would require meeting posting and would make discussion somewhat awkward. It is easier and more efficient for us to develop some plans with input from one or two interested Council members who have a good grasp of the issues and then bring the plans back to Council for their comment and revision. Let me know if you think Council will be receptive to this approach.

2. The time line calls for a period for developing a districting plan(s). We propose to conduct this session utilizing the GoToMeeting teleconferencing approach for purposes of cost and efficiency. My GIS technician and I will schedule a drawing session with the designated City Council members at the City so that the member(s) can provide community specific guidance for use in drawing the actual districts. Our equipment allows us to draw on an interactive basis and we will be able to provide instantaneous demographic and population information as we draw. We can then bring back this plan for your review at the September City Council meeting for the City Council's initial review and consideration during an executive session where I can address any legal issues about the plan and its implementation. We have found that the process allows City staff (if participating) and Council representatives to participate online with minimal intrusion into their schedules. We can also conduct this session(s) in person but wanted to see if you thought that the Council might be receptive to the GoToMeeting approach.

3. We have included a public comment period. Basically, the approach would be to draw up one or more illustrative plans that would show examples of how the district could be drawn. The Council would designate the plan(s) for public input for a period of time. During the public comment period, the plan(s) would be posted on the City's website and the public could provide written comment to the Council at a contact point. One or more public hearings might be scheduled at the end of the comment period for oral comment. We would compile and analyze the comments or any alternative plans that might be received, if any, and provide them to Council so they could take those comments into consideration when they finally vote on adopting the plan or if they determine to make modifications based on the comments. We would appreciate your thoughts on whether this approach would be problematic for the Council or the City this summer and fall.

I hope that the resolution, time line and these comments will serve as a springboard for discussion by the council when we meet. Please do not hesitate to contact me if you need further clarification on any of the suggestions or if you would like for us to amend either of the documents. Of course, we can modify and adjust the process and the calendar as the City Council deems best.

I have organized the material so that the process could be initiated from your August council meeting date but this can be tailored to your needs if you feel a different schedule will work better for you. I recommend the following posting language for consideration by you and the City's Attorney for adding these items to the meeting agenda:

> "Consideration and possible action to adopt a time line for the creation of single member districts for the election of council members as required under the new City Charter."
>
> "Consideration and possible action to adopt a Resolution Adopting Criteria and Guidelines for Use in Creating City Council Districts."

August 4, 2016

Please do not hesitate to contact me if you need additional information or if you have any question about the proposals.

Best regards,

David Méndez

DM:sm
Enclosures
cc: J. Grady Randle, General Counsel to the City

RESOLUTION NO. 318

THE STATE OF TEXAS §
§
CITY OF FULSHEAR §

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS ADOPTING CRITERIA AND GUIDELINES FOR USE IN CREATING CITY COUNCIL DISTRICTS

WHEREAS, at an election on May 7, 2016, the voters of the City of Fulshear ("City") in Fort Bend County, Texas adopted a home rule charter under the constitution and laws of Texas which, among other things calls for the governance of the City by a city council with five representatives elected from single member districts and with two city council members elected at large ("5-2 Structure"); and

WHEREAS, the City Council of the City has certain responsibilities for creating the initial single member districts for the 5-2 Structure under the City Charter, federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution; the Voting Rights Act, 52 U.S.C. §§ 10301 and 10304; and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, it was determined that the five city council positions from single member districts should be drawn within the City using 2010 Census data with reference to the City's estimated population figures and the remaining two City Council positions would be elected at-large from the entire territory of the City; and

WHEREAS, it is the intent of the City Council to comply with the Voting Rights Act and with all other relevant law, including *Shaw v. Reno* jurisprudence; and

WHEREAS, a set of established districting criteria and guidelines will serve as a framework to guide the City in the consideration of districting plans; and

WHEREAS, established criteria and guidelines will provide the City a means by which to evaluate and measure proposed plans; and

WHEREAS, districting criteria will assist the City in its efforts to comply with all applicable federal and state laws;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, that the City, in its adoption of a districting plan for the City Council, will adhere to the following criteria to the greatest extent possible when drawing district boundaries:

1. Where possible, easily identifiable geographic boundaries should be followed and be drawn on census geography.

2. In drawing districts, care should be taken to be mindful of the location of municipal facilities within the City.

3. To the extent possible, districts should be drawn in a way that permits the creation of practical voting precincts and that ensures that adequate facilities for polling places exist in each voting precinct.

4. City Council Districts must be configured so that they are relatively equal in total population according to the 2010 federal census and any adjustments to that data. In no event should the total deviation between the largest and the smallest district exceed ten percent.

5. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.

6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional as well as a geographical dimension.

7. The plan should be narrowly tailored to address proportionality and the relative position of racial minorities and language minorities as defined in the Voting Rights Act with respect to their effective exercise of the electoral franchise.

8. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting so as to create liability under section 2 of the Voting Rights Act, 52 U.S.C. § 10304.

The City Council will review all plans in light of these criteria and will evaluate how well each plan conforms to the criteria.

Further, the City Council anticipates that it will conduct one or more public hearings to allow residents of the City an opportunity to provide public comment and input into the process. It is possible that residents may wish to submit districting ideas or plans for the City Council's consideration. In order to make sure that any plan that might be submitted by interested members of the community is of maximum assistance to the City Council and Mayor in its decision making process, the City Council and Mayor hereby set the following guidelines:

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The City Council and Mayor wants to be sure that all proposals are fully and accurately considered.

2. Any plan must show the total population and voting age population for Blacks, Hispanics, Asians, and Anglo/other for each proposed City Council district based on 2010 Census Data and any adjustments to that data that may be made by the City. If a plan is submitted without a population breakdown, the City

Council and Mayor may not have sufficient information to give it full consideration.

3. Plans should redistrict the entire City of Fulshear. The City Council and Mayor, of course, will be considering the effect of any plan on the entire City. Also, the City Council and Mayor are subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the City Council will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire city, it may be impossible for the City Council and Mayor to assess its impact on one or more protected minority groups.

4. Plans should conform to the criteria the City Council and Mayor will be using in drawing the city council districts.

5. Comments must be submitted in writing and be legible, even if the person also makes the comments orally at a public hearing.

6. Persons providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The City Council may wish to follow up on such comments or obtain additional information about submitted plans.

7. All comments and proposed plans must be submitted to the City Council by the close of the public hearing.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the City Council, should conform to these criteria and guidelines.

This resolution shall be effective upon passage.

[Remainder of this page intentionally left blank.]

PASSED and **APPROVED** this, the _____ day of _____, 2016.

CITY OF FULSHEAR, TEXAS

_____

Jeff Roberts, Mayor
City of Fulshear, Texas

ATTEST:

_____

D. Gordon Offord, City Secretary

APPROVED AS TO FORM:

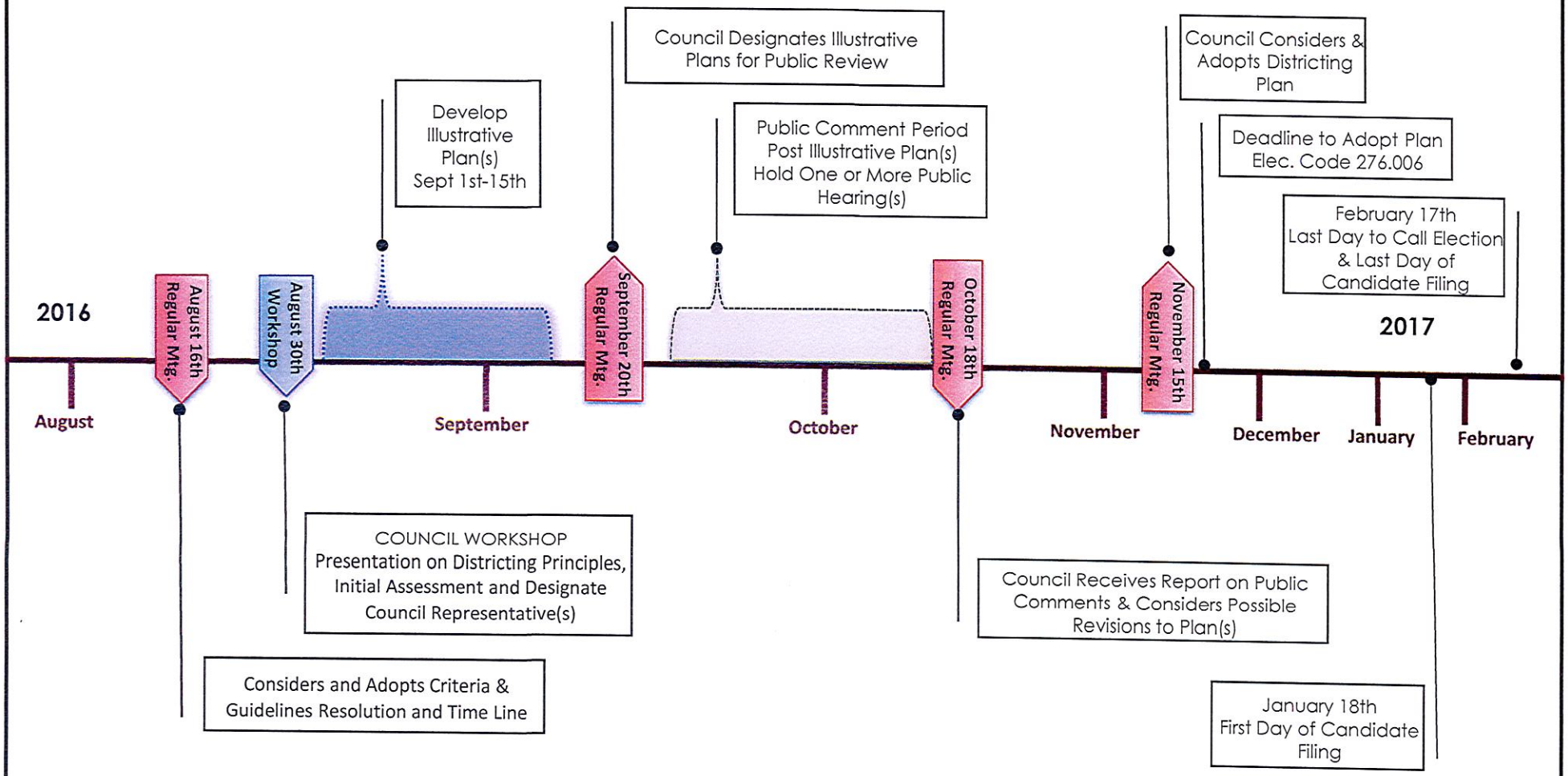
_____

J. Grady Randle, City Attorney

[SIGNATURE PAGE]

City of Fulshear
Time Line for 2016 Districting Process

DRAFT



Regular meeting dates based upon the third Tuesday of each month

Bickerstaff Heath Delgado Acosta LLP

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Type of Request: Canopy

Property Address (or Description): 1 Huggins Drive, Fulshear Tx
See attached documents

Building Official Review
____Reviewed
____Returned for additional data

By:_____**Date:**_____

Planning and Zoning Commission Review
__✓__Approved
_____Disapproved
_____Returned for additional data

By:_____**Date:** 8-5-16

City Council Review
_____Approved
_____Disapproved
_____Returned for additional data

By:_____**Date:**_____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: **1 Huggins Drive** **LCISD – Huggins Elementary**			
DATE SUBMITTED:	July 29, 2016	**DEPARTMENT:**	Building Services
PREPARED BY: Michelle Killebrew		**PRESENTER:**	Michelle Killebrew
SUBJECT: Alternative Standard of Compliance			
ATTACHMENTS: **YES**			
EXPENDITURE REQUIRED:	$0		
AMOUNT BUDGETED: **ACCOUNT NO.:**	$0		
ADDITIONAL APPROPRIATION REQUIRED: **ACCOUNT NO.:**	$0		

EXECUTIVE SUMMARY

Property located at 1 Huggins Drive, Huggins Elementary requesting P&Z to consider an Alternative Standard of Compliance of the Architectural Design Standard as detailed in Ordinance number 2016-1205.

They are requesting for a canopy addition for the elementary campus for the front area for parent pick up and drop off. There is an existing canopy that is made of concrete, the new canopy request is for aluminum construction material that will match the existing building and canopy. Where the requested canopy material is different it does match the current architectural design of the building and the existing canopy that the property currently has.

Consideration: Free standing and attached canopies
The design shall match or be consistent with the architectural style, principle and accent materials, colors, and lighting of the principal building.

1. Material differs but with have the appearance of matching material
2. Support – the canopy will be free standing
3. Projection – no more than 6 feet from the façade of the building, and shall not encroach to within two feet of the curb line – they deviate from this requirement
4. Length – shall not exceed 100 feet in length, they are requesting 190 feet
5. Visibility – shall not obstruct any window, they will be in compliance
6. Lighting – shall not be backlit or internally illuminated, they will be in compliance

RECOMMENDATION

Staff recommends approval of the Alternative Standard of Compliance with the following comments:

1. The columns must match the shape of the existing canopy columns.
2. The total length complies with the ordinance (100 ft long) unless approved variance is issued.
3. The color of the canopy must match that of the existing building and canopy.
4. All new lighting added will comply with the dark sky ordinance and will not be backlit or internally illuminated.

VLK | ARCHITECTS

August 1, 2016

Planning and Zoning Commission
City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

Reference: Huggins Elementary School New Parent Drive
VLK Architects - Project No. 1581.00
Aluminum Canopy Compliance

Planning and Zoning Committee:

VLK Architects is currently working with Lamar Consolidated Independent School District (LCISD) on the construction of a New Parent Drive for Huggins Elementary School at No. 1 Huggins Drive. For your consideration, we are requesting an *Alternative Standard of Compliance* to provide an aluminum canopy at the new Parent Pick-up/Drop Off area.

Ordinance No. 2016-1205, Sec. 1-169, (f & g) reads as follows:

(f) Freestanding and attached canopies and porte cocheres. The design of freestanding canopies, such as those used as shelters for pump islands at automobile service stations, and the design of attached canopies and porte cocheres, shall match or be consistent with the architectural style, principal and accent materials, colors, and lighting of the principal building on the development site.

(1) *Cladding and finishes.* Cladding and finishes for support columns and other vertical structural components shall match or be consistent with the principal and accent materials of the principal building.

(2) *Roof structure.* The roof structure of the canopy shall match or be consistent with the roof structure of the principal building in terms of pitch, roofing materials, and colors.

(3) *Fascia.* Back-lit plastic or acrylic fascia is not permitted.

(4) *Canopy ceiling.* Glossy and reflective finishes are not allowed on the canopy ceiling.

(5) *Drainage.* Downspouts and related hardware shall be integrated into the canopy structure.

(g) Canopies and awnings. Use of canopies and awnings on building and parking structure façades adjacent to and above public sidewalks and other public spaces is encouraged to provide shade and weather protection and to add visual interest to structures, provided the placement and design of canopies or awnings is consistent with the architecture and design of the building or structure from which they project. Canopies and awnings shall be maintained in sound condition at all times.

(1) *Support.* Canopies and awnings shall be attached and integral to the principal building or structure and shall have columns, beams, or brackets of adequate size to give both structural support and visible means for support.

(2) *Projection.* Canopies and awnings shall project no more than six feet from the façade of a building or structure, shall not encroach to within two feet of a curb line, and shall have a minimum vertical clearance of eight feet from finished grade to the bottom of the awning or canopy. Drive-under canopies shall not exceed 16 feet in height.

(3) *Length.* Canopies and awnings shall be not exceed 100 feet in length, unless specifically provided otherwise in this ordinance

(4) *Visibility.* Canopies and awnings shall not obstruct any window on the principal building or structure. Transom windows may be located under canopies and awnings.
(5) *Lighting.* Canopies and awnings shall not be backlit or internally illuminated.

Ordinance No. 2016-1205, Sec. 1-284, (a3) reads as follows:
Alternative Standard of Compliance. An applicant may propose, and the Planning and Zoning Commission shall consider and approve, disapprove, or approve with conditions, an alternative standard of compliance for any aspect of the architectural design standards if the Commission determines that:

(a) The alternative standard substantially complies with the purposes and intent of this ordinance;
(b) The alternative standard will yield a development outcome that satisfies or exceeds the minimum objectives of this ordinance in terms of the quality appearance and durability of buildings and other structures subject to the architectural design standards; and
(c) The alternative standard is in the best interest of the general public.

Refer to attached Exhibits 'A', 'B', & 'C' for schematic illustrations of the proposed layout and design of the new parent drive and canopy for Huggins Elementary School. The requirements that are not satisfied within the ordinance are as follows:

1) Roof structure in regards to the existing roofing materials.
2) Projection of the new canopy is no more than six feet from the façade of a building or structure, shall not encroach to within two feet of a curb line.
3) Length of the canopy is not to exceed 100ft.

VLK Architects, in conjunction with LCISD, is requesting an alternative standard of compliance for the following reasons:

- The new aluminum canopy will match the existing flat roof façade and the color will match so that is blends in with the existing color.
- Projection of approx. 14'-9" from the façade of the building will give the students plenty of covered space to gather and wait for their pick-up.
- Length of canopy to possibly cover the entire front façade wall (pending cost) will also give the students maximum gathering space to gather and wait for their pick-up.

In our professional opinion, the granting of this *Alternative Standard of Compliance* to provide an aluminum canopy at the new parent drop-off/pick-up drive will benefit the community that Huggins Elementary School serves. The canopy will match the style and color of the existing architecture and will actually enhance the appearance of the school. The students, staff, and parents will greatly appreciate this new covered canopy for their new parent drive that alleviates some of the car stacking off of the City road.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

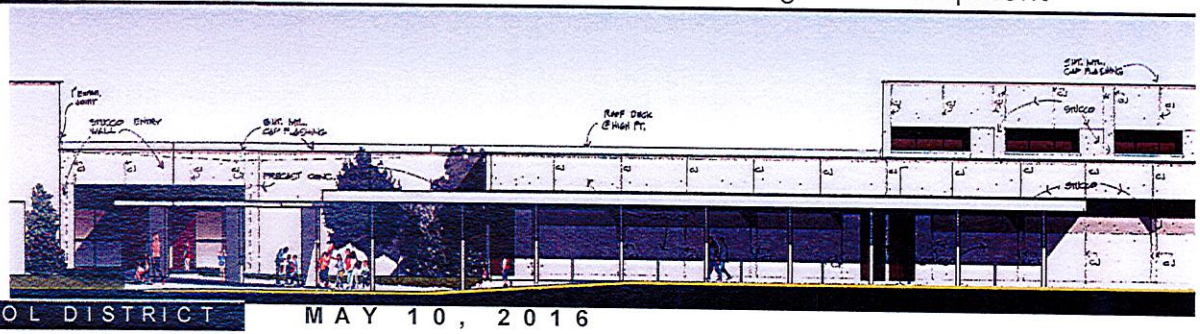
Jander Ortiz
Project Coordinator

Attachment - (Exhibit A), (Exhibit B), (Exhibit C)

Member American Institute of Architects · 20445 State Highway 249 Suite 350 · Houston Texas 77070
Ph 281.671.2300 · Fax 281.671.2313 · vlkarchitects.com

VLK | ARCHITECTS

Huggins Elementary School New Parent Drive /// Design Development



LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

MAY 10, 2016

LAMAR CISD

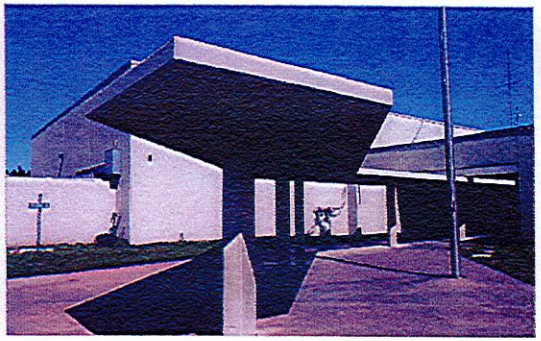
A PROUD TRADITION | A BRIGHT FUTURE

INDEX

Acknowledgements

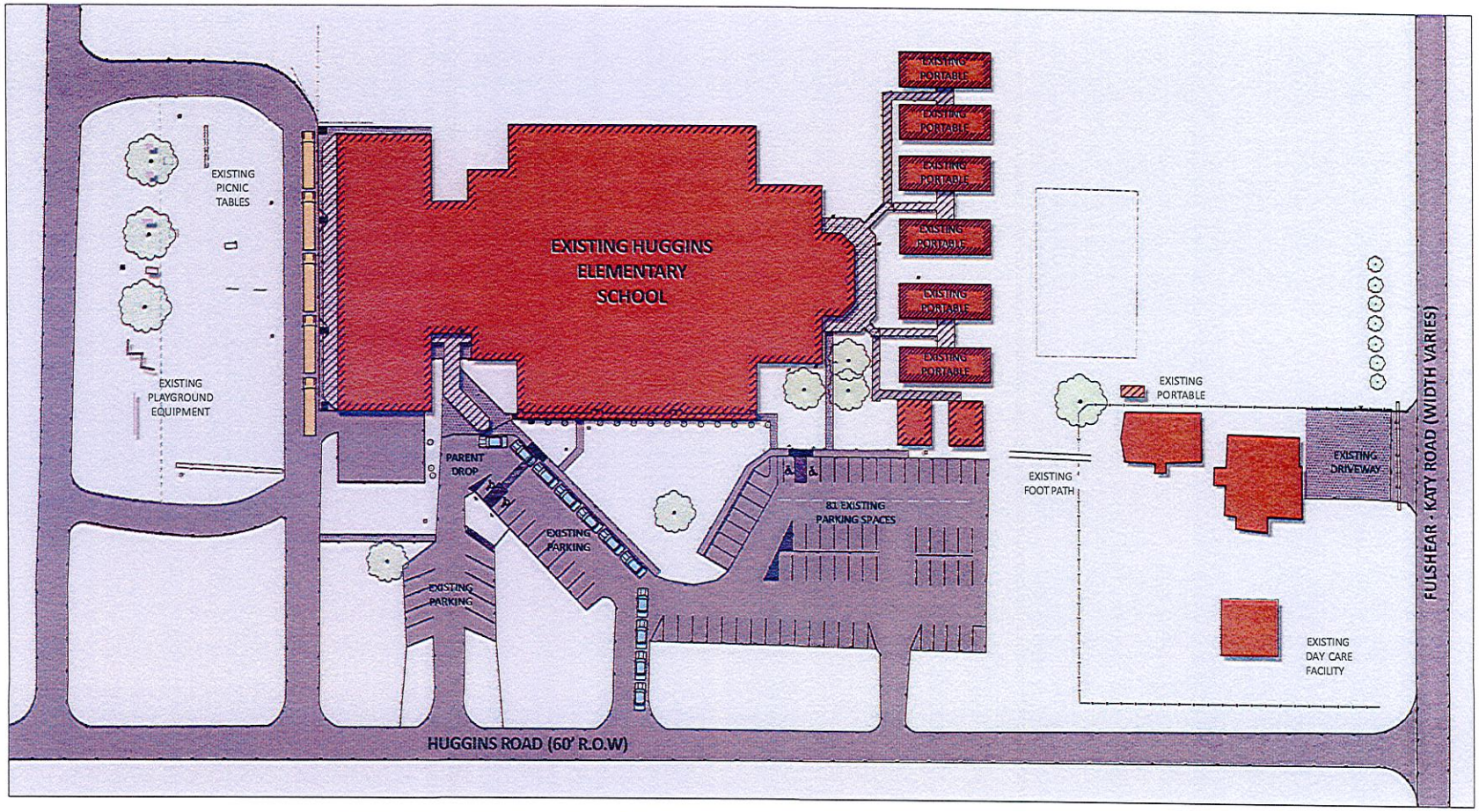
LCISD	
Administrator of Operations	Mr. Kevin
Principal of Huggins Elementary	McKeever Mrs. Janice Harvey
Vanir/Rice & Gardner	
Senior Project Manager	Mr. Steve
Project Manager	Hoyt Mr. Rod Sias
VLK Architects, Inc.	
Principal	Mr. Todd J. Lien, AIA
Principal of Creative	Mr. Kenneth R. Hutchens
Sr. Project Designer	Mr. Ashad B Satchu, Assoc. AIA
Project Coordinator	Mr. Jander Ortiz


364 ft
FOLSHEAR - KATY ROAD (WIDTH VARIES)

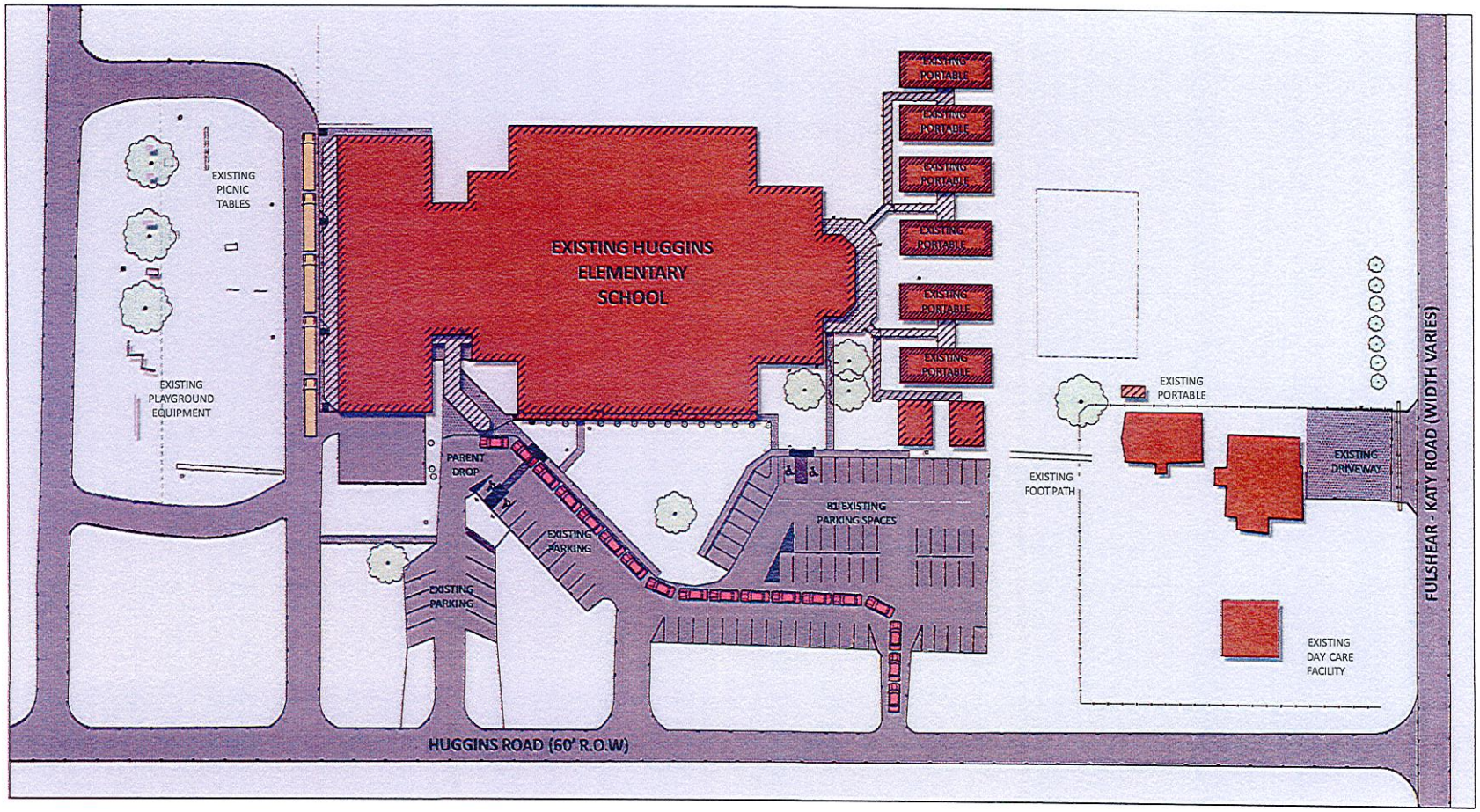





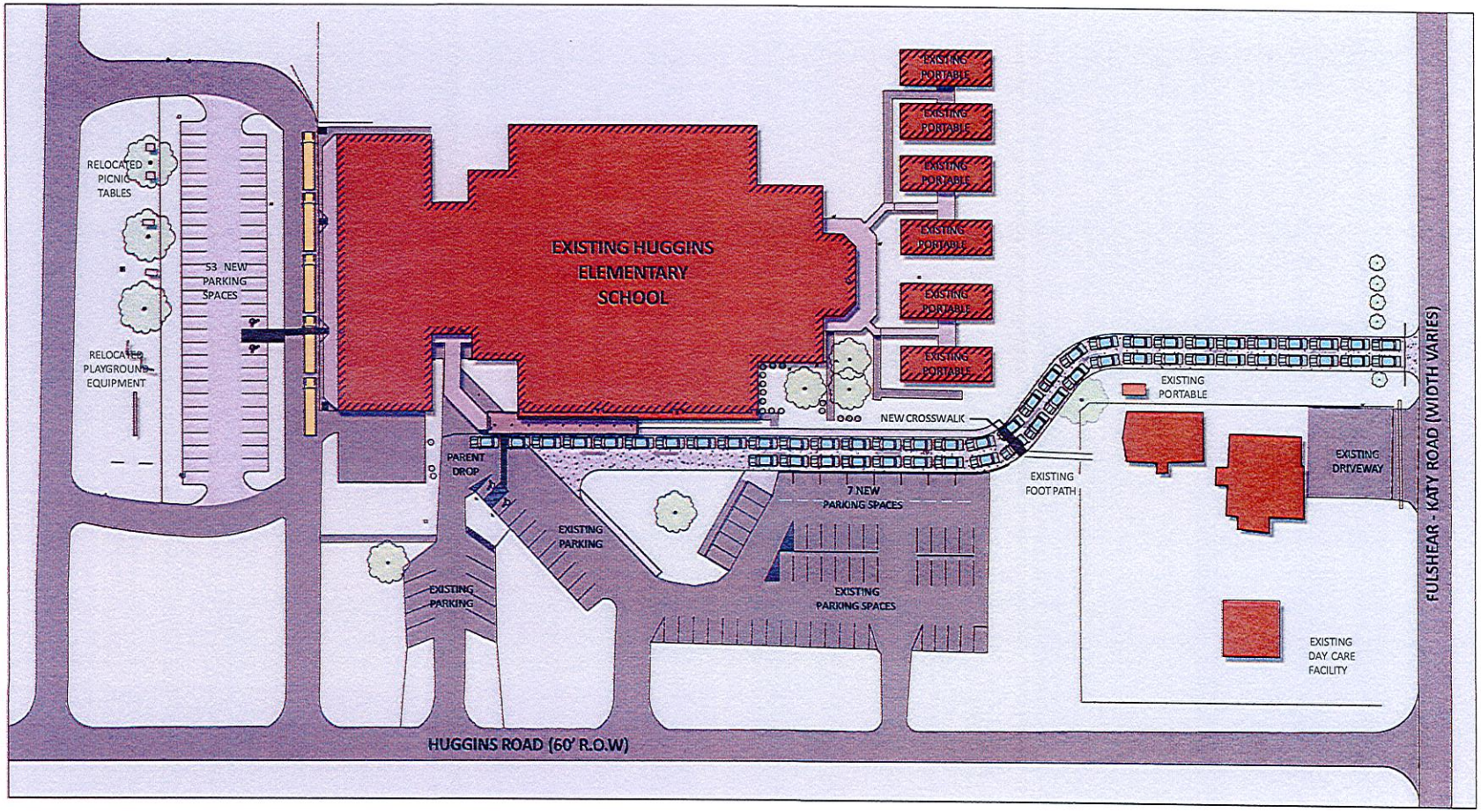
EXISTING SITE
PHOTOS



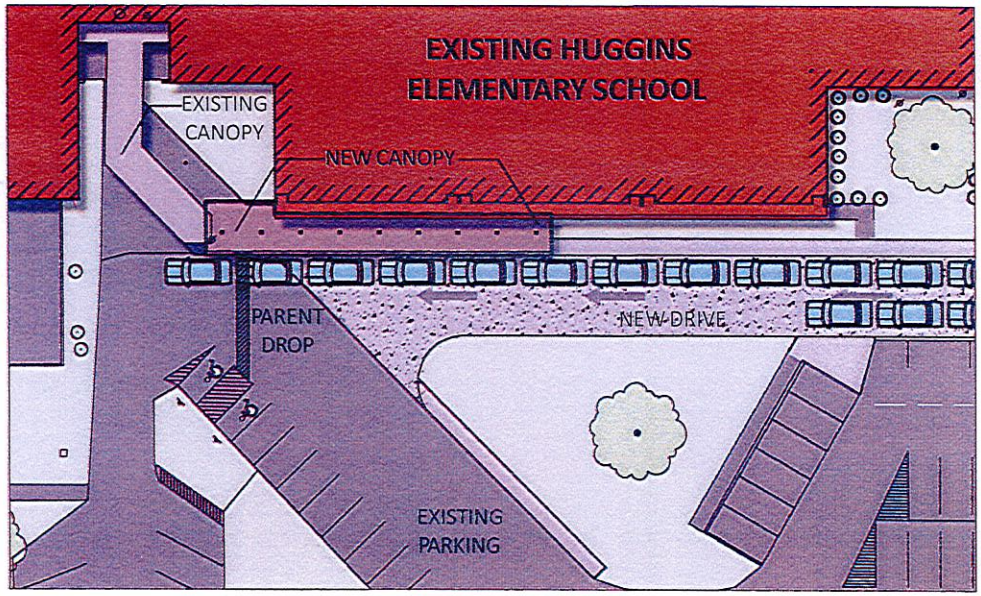
EXISTING SITE PLAN- MORNING CAR STACKING: SPACE FOR 11 CARS ON SITE



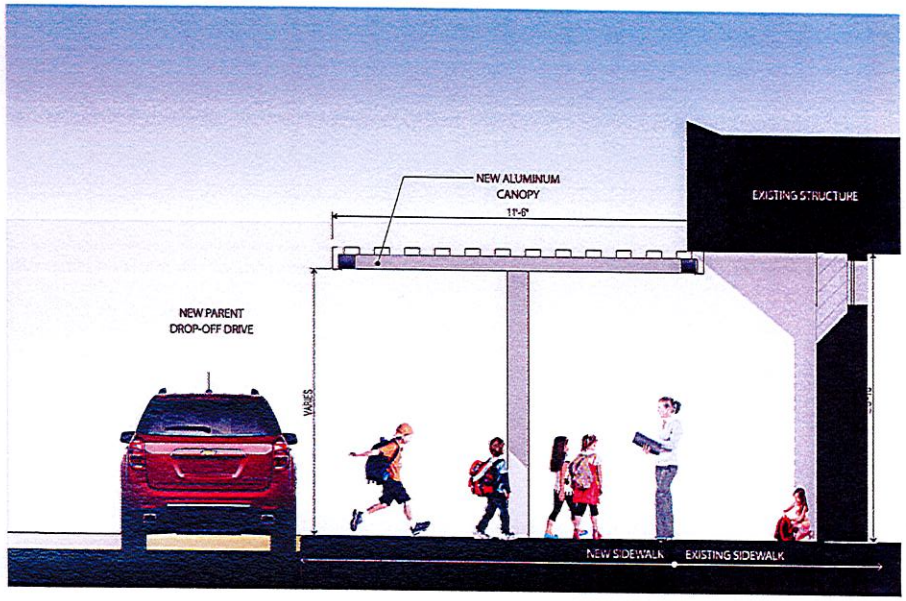
EXISITNG SITE PLAN - AFTERNOON CAR STACKING: SPACE FOR 18 CARS ON SITE



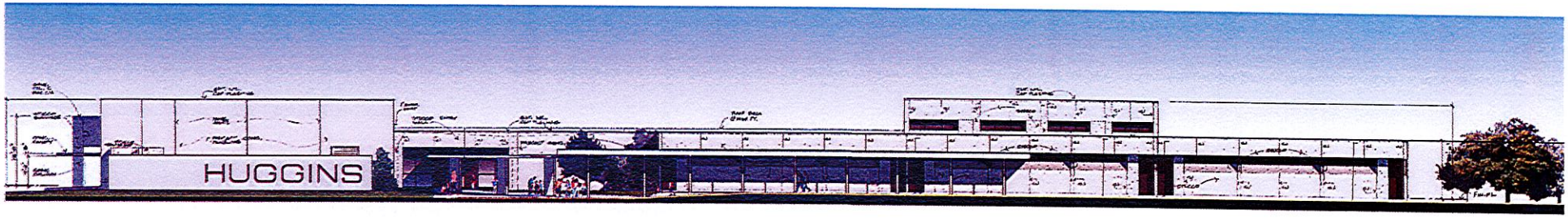
NEW SITE PLAN - MORNING & AFTERNOON CAR STACKING: SPACE FOR 53 CARS ON SITE



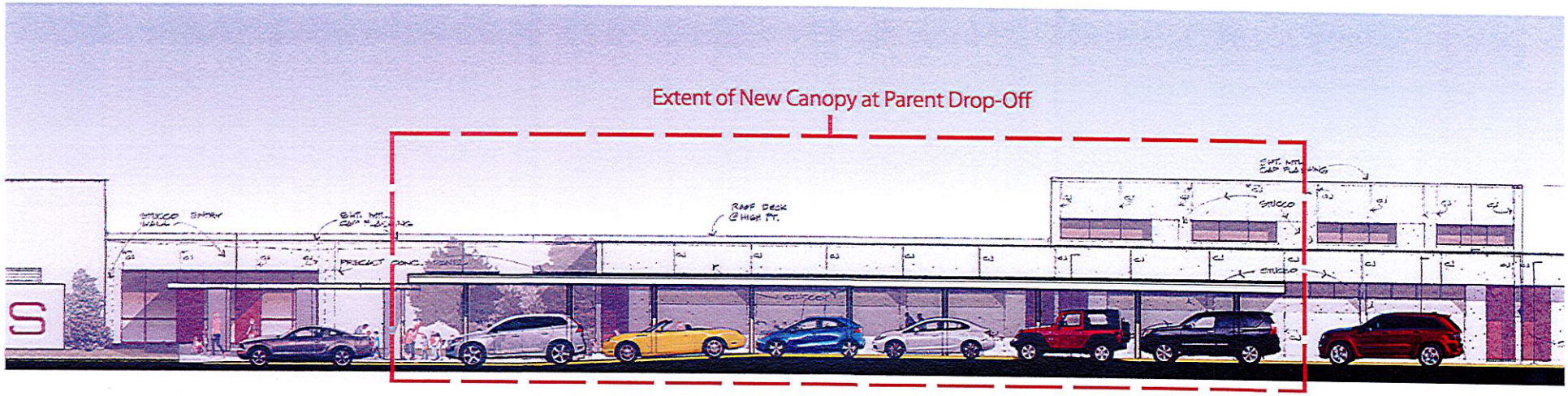
ENLARGED
CANOPY PLAN



CANOPY
SECTION



OVERALL FRONT
ELEVATION



ENLARGED FRONT ELEVATION @
NEW CANOPY

VLK | ARCHITECTS

20445 State Highway 249, Suite 350 // Houston Texas 77070 // p:281.671.2300 // f: 281.671.2313
www.vlkarchitects.com

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	E
DATE SUBMITTED:	August 11, 2016	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes, City Manager
SUBJECTS:	**Correcting Date**		
ATTACHMENTS:	Resolution No. 2016-319		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The attached Resolution corrects the date on which Fort Bend County with be on Holiday for the Fort Bend County Fair.

RECOMMENDATION

Staff recommends that Council take action to approve Item E.

RESOLUTION NO 2016-319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS AMENDING RESOLUTION NO. 2015-289 SETTING HOLIDAYS FOR THE FISCAL YEAR 2015-2016 TO REFLECT THE CORRECT DATE FOR FORT BEND COUNTY FAIR DAY

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of honoring those dates important to the cultural and historic development of our community; and

WHEREAS, the previously adopted Resolution listed an incorrect date associated with Fort Bend County Fair Day

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS THAT:

The following dates are hereby amended and revised to declare official City Holidays for the Fiscal Year 2015-2016:

Veteran's Day – Wednesday, November 11, 2015

Thanksgiving Day – Thursday, November 26, 2015

Day after Thanksgiving – Friday, November 27, 2015

Christmas Eve – Thursday, December 24, 2015

Christmas Day – Friday, December 25, 2015

New Year's Day - Friday, January 1, 2016

Dr. M. L. King Day – Monday, January 18, 2016

Good Friday – Friday, March 25, 2016

Memorial Day – Monday, May 30, 2016

Independence Day – Monday, July 4, 2016

Labor Day – Monday, September 5, 2016

Fair Day – Friday, September 23, 2016

Additionally, the City will provide each employee a Floating Holiday to be used before August 15, 2016.

This Resolution duly passed this 16th day of August, 2016.

_____

Jeff W. Roberts, Mayor

ATTEST:

_____

D. Gordon Offord, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	F & G
DATE SUBMITTED:	August 11, 2016	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes, City Manager
SUBJECTS:	**Certified Appraisals and Proposed Tax Rate**		
ATTACHMENTS:	Ad Valorem Tax Certifications and Tax Rate Impact Worksheet		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The attached Certifications have been verified and checked by the County and appear to be accurate. Council should note that valuations have for the first time surpassed the $1 Billion mark. While this does increase the total Ad Valorem revenue for the City, it also means an increase in the rebates provided to the Municipal Utility Districts in Cross Creek Ranch and Fulbrook on Fulshear Creek.

Per usual, staff is recommending that Council propose adoption of the Rollback Rate of $.156901 to maximize collections and provide the highest level of sustainable financial position for the next Fiscal Year. It should be noted that while setting the rate at this amount will increase the overall revenue to the City it does reduce the actual rate.

As a reminder, this does not formally set the Ad Valorem Tax Rate for the next Fiscal Year, it merely lays out a proposed rate for the public to comment on at two required Public Hearings to be held on the dates stated prior to the formal adoption of the Tax Rate. It should also be noted that this is one of those rare occasions requiring a roll call vote by each member of Council.

RECOMMENDATION

Staff recommends that Council take action to accept the Tax Certifications as presented by the County, approve the Rollback Ad Valorem Tax Rate as the proposed and set dates of Tuesday August 30, 2016 and September 13, 2016 at 6:00 PM in the Irene Stern Community Center for Public Hearings on the Tax Rate.

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: patsy.schultz@fortbendcountytx.gov
www.fortbendcountytx.gov

CERTIFICATION OF 2016 TAX YEAR ANTICIPATED COLLECTION RATE

I, Patsy Schultz, Tax Assessor Collector for
City of Fulshear

Certify that the anticipated tax collection rate for 2016 tax year for
City of Fulshear is estimated at 100%.

Please record this certification into the minutes of your next governing body meeting.

Patsy Schultz

Patsy Schultz, PCC
Fort Bend County Tax Assessor/Collector

8/5/2016
Date

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, PCC
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: patsy.schultz@fortbendcountytx.gov
www.fortbendcountytx.gov

SUBMISSION OF 2016 TAX YEAR APPRAISAL ROLL

AND NEW PROPERTY VALUE

I, Patsy Schultz, Tax Assessor Collector for **City of Fulshear** submit the following information from the 2016 Certified Appraisal Roll for your review:

- Taxable Value of New Property is $ 143,615,535
- Appraised Value of All Properties is $ 1,435,523,160
- Taxable Value of All Properties is $ 1,129,684,195

Please record receipt of the above information into the minutes of your next meeting.

Patsy Schultz

Patsy Schultz, PCC
Fort Bend County Tax Assessor/Collector

8/5/2016
Date

FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

CERTIFICATION OF 2016 APPRAISAL ROLL

FOR C04 CITY OF FULSHEAR

"I", Glen T. Whitehead, Chief Appraiser for Fort Bend Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Fort Bend Central Appraisal District which lists property taxable by and constitutes the appraisal roll.

2016 Appraisal Roll:

Total Market Value	$1,435,523,160
Total Assessed Value	$1,260,158,055
Total Taxable Value	$1,129,684,195
Number of Accounts	5102

2016 accounts which have not had a 30 period to protest and are not include on the Certified Appraisal Roll or the Under Review Roll Totals

2016 Accounts not certified and not under protest

Total Market	$13,856,650
Total Taxable	$2,066,949
Number of accounts	186

Glen T. Whitehead
Chief Appraiser

July 27, 2016
Date

Received By

8/5/2016
Date

Effective Tax Rate Report

FT. BEND CENTRAL APPRAISAL DISTRICT

TaxYear: 2016 Taxing Units: C04 - City of Fulshear

NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT	3

2015 MARKET		$218,590	
2016 USE	(-)	$710	
VALUE LOST DUE TO AG APPLICATIONS:	(=)	$217,880	($217,880 Taxable)

NEW IMPROVEMENTS:

	COUNT	TOTAL APPRAISED VALUE [1]	NEW CURRENT TAXABLE [2]
NEW IMPROVEMENTS	**378**	**$146,459,870**	**$116,449,484**
RESIDENTIAL	*373*	*$141,034,860*	*$113,262,744*
COMMERCIAL	*5*	*$5,425,010*	*$3,186,740*
OTHER	*0*	*$0*	*$0*
NEW ADDITIONS	**22**	**$18,470,880**	**$4,692,392**
RESIDENTIAL	*19*	*$9,153,200*	*$1,032,952*
COMMERCIAL	*3*	*$9,317,680*	*$3,659,440*
OTHER	*0*	*$0*	*$0*
PERCENT COMPLETION CHANGED	123	$59,660,490	$22,399,159
TOTAL NEW PERSONAL VALUE	2	$0	$74,500
SECTION 52 & 59	0	$0	$0
REDUCED/EXPIRING ABATEMENTS	0	$0	$0

TOTALS:	$224,591,240	$143,615,535

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2016 As of: Certification

C04 - City of Fulshear (ARB Approved Totals)

Number of Properties: 5102

Land Totals						
Land - Homesite	(+)	$215,097,630				
Land - Non Homesite	(+)	$159,625,630				
Land - Ag Market	(+)	$123,458,160				
Land - Timber Market	(+)	$0				
Land - Exempt Ag/Timber Market	(+)	$0				
Total Land Market Value	**(=)**	**$498,181,420**	**(+)**	**$498,181,420**		
Improvement Totals						
Improvements - Homesite	(+)	$801,045,290				
Improvements - Non Homesite	(+)	$112,029,000				
Total Improvements	**(=)**	**$913,074,290**	**(+)**	**$913,074,290**		
Other Totals						
Personal Property (185)		$24,267,450	(+)	$24,267,450		
Minerals (0)		$0	(+)	$0		
Autos (0)		$0	(+)	$0		
Total Market Value			**(=)**	**$1,435,523,160**		**$1,435,523,160**
Total Homestead Cap Adjustment (200)					**(-)**	**$6,147,115**
Total Exempt Property (583)					**(-)**	**$46,249,360**
Productivity Totals						
Total Productivity Market (Non Exempt)	(+)	$123,458,160				
Ag Use (172)	(-)	$489,530				
Timber Use (0)	(-)	$0				
Total Productivity Loss	**(=)**	**$122,968,630**			**(-)**	**$122,968,630**
Total Assessed					**(=)**	**$1,260,158,055**
Exemptions			**(HS Assd**	**887,115,010)**		
(HS) Homestead Local (2109)	(+)	$123,925,675				
(HS) Homestead State (2109)	(+)	$0				
(O65) Over 65 Local (198)	(+)	$2,853,211				
(O65) Over 65 State (198)	(+)	$0				
(DP) Disabled Persons Local (12)	(+)	$180,000				
(DP) Disabled Persons State (12)	(+)	$0				
(DV) Disabled Vet (33)	(+)	$294,000				
(DVX/MAS) Disabled Vet 100% (10)	(+)	$3,218,765				
(PRO) Prorated Exempt Property (4)	(+)	$849				
(HB366) House Bill 366 (8)	(+)	$1,360				
Total Exemptions	**(=)**	**$130,473,860**			**(-)**	**$130,473,860**
Net Taxable (Before Freeze)					**(=)**	**$1,129,684,195**

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Appraisal Review Board
Fort Bend County, Texas

Order Approving Appraisal Records

After review of the appraisal records of the Fort Bend Central Appraisal District and hearing and determining all taxpayer protests and taxing unit challenges which were properly brought after the Appraisal Review Board in accordance with the Texas Property Tax Code, the Board, with a quorum present, has determined that the appraisal records should be approved as changed by Board orders duly filed with the Chief Appraiser.

It is therefore ordered that the appraisal records as changed are approved and constitute the appraisal roll for the Fort Bend Central Appraisal District for the tax year 2016.

The approved appraisal records are attached to the Order and are incorporated herein by reference the same as if fully copied and set forth as length.

Total Value for C04 CITY OF FULSHEAR

Total Market Value	$1,435,523,160
Total Assessed Value	$1,260,158,055
Total Net Taxable Value	$1,129,684,195

Signed this 27th day of July, 2016

Thomas DeMont

Thomas DeMont
Appraisal Review Board Chairman
Fort Bend County, Texas

Rita M. Garrett

Rita Garrett
Appraisal Review Board Secretary
Fort Bend County, Texas

FORT BEND CENTRAL APPRAISAL DISTRICT

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The State of Texas
County of Fort Bend

Certification Statement:

"I, Glen Whitehead, Chief Appraiser for the Fort Bend Central Appraisal District, solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value which, to the best of my knowledge and belief, was determined as required by law." The value of all property in,

C04 CITY OF FULSHEAR

as shown by the certified appraisal roll for 2016, after being submitted to and approved by the appraisal review board is:

Total Market Value	$1,435,523,160
Total Assessed Value	$1,260,158,055

2016 accounts which have not had a 30 period to protest and are not include on the Certified Appraisal Roll or the Under Review Roll Totals

2016 Accounts not certified and not under protest

Total Market	$13,856,650
Total Taxable	$2,066,949
Number of accounts	186

Witness my hand, this 27th day of July, 2016

Glen T. Whitehead
Chief Appraiser

FORT BEND CENTRAL APPRAISAL DISTRICT

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LIMITING CONDITIONS

The appraised value estimates provided by the district are subject to the following conditions:

1. The appraisals were prepared exclusively for ad valorem tax purposes.

2. The property characteristic data upon which the appraisals are based is assumed to be correct. Exterior inspections of the property appraised were performed as staff resources and time allowed.

3. Validation of sales transactions was attempted through questionnaires to buyer and seller, telephone survey and field review. In the absence of such confirmation, residential and commercial sales data obtained from vendors was considered reliable.

4. I have attached a list of staff providing significant mass appraisal assistance to the person signing this certification.

5. The district's latest ratio study results are available upon request.

List of staff providing significant mass appraisal assistance to the person signing this certification:

Licensed Appraiser	**Licensed Appraiser**	**Licensed Appraiser**	**Licensed Appraiser**
Latisha T. Adidi	Matthew J. Hall	Brittany N. Macon	Katherine A. Stark
Michael L. Applegate	Natasha L. Herrera	John F. Macy	Tara B. Strine
Henry C. Brown	Raymond Herrera	Aleida L. McDaniel	Rodney J. Sury
Tiffany D. Benjebbour	Lori G. Jackson	Georgia L. Moncrief	Brandon K. Thompson
Anna Cariaga	Helen M. Jamail	Gilbert R. Moreno	Paul A. Torres
Khek K. Chanthanark	Tracey C. Johnson	Barry P. ODwyer	Barry S. Ustynik
Maria G. Charles	Irene M. Klein	Mehdi Okhowat	Carlos Vasquez
David L. Cryer	William Konesheck	Clarence Perkins	Latonja Washington
Ryan Deluna	Assadallah Koohzad	Donald W. Phillips	Charles Wharton
Yvonne H. Duran	Ben A. Kruse	Mala Ravi	Glen T. Whitehead
Daniel Flores	Damian A. Lee	Gerhard P. Schlepphorst	Cliff Wooten
Louis W. Fredrickson	LaJuan Lewis-Paris	Brandon Schweinler	
Christene R. Garza	Elizabeth M. Llanes	Mark M. Smith	
Karen M. Garza			
Amanda K. Garcia			

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CERTIFICATION OF 2016 APPRAISAL ROLL

FOR C04 CITY OF FULSHEAR

"I", Glen T. Whitehead, Chief Appraiser for Fort Bend Central Appraisal District, solemnly swear that the attached is that portion of the approved appraisal roll of the Fort Bend Central Appraisal District which lists property taxable by and constitutes the appraisal roll.

2016 Appraisal Roll:

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Total Taxable	$2,066,949
Number of accounts	186

Glen T. Whitehead
Chief Appraiser

July 27, 2016
Date

Received By

Date

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Fort Bend County, Texas

Chief Appraisers Reasonable Estimate of Value for Property Under Review as of 2016 Appraisal Roll Certification

On July 27, 2016, the Appraisal Review Board of Fort Bend County, Texas, met to approve the appraisal records for tax year 2016. At the time of certification 95.87% of the roll value was approved leaving 4.13 % of the value still under review. Under Section 29.01 of the Texas Property Tax Code the chief appraiser must give a reasonable estimate of value for the properties still under review.

For C04 the district's full certified appraised value is as follows:

Market Value	$1,435,523,160
Taxable Value	$1,129,684,195

A reasonable estimate of value for the properties is as follows:

Under Review		Estimated Value Adjusted For ARB Action	
Market value is	$66,186,206	Market value is	$59,567,585
Taxable Value is	$51,316,249	Taxable Value is	$46,184,624

2016 Accounts not certified and not under protest

Total Market	$13,856,650
Total Taxable	$2,066,949
Number of accounts	186

I, the undersigned, the duly selected chief appraiser of Fort Bend Central Appraisal District, do hereby certify this to be a reasonable estimate of value of the property still under protest for 2016.

Witness my hand, this 27th day of July, 2016.

Glen T. Whitehead
Chief Appraiser

City of Fulshear, Texas
Ad Valorem Tax Rate Impact Models
FY 2016-2017

	Effective Rate	Rollback Rate	Current Rate
Total Taxable Valuation	$1,177,935,768.00	$1,177,935,768.00	$1,177,935,768.00
Tax Rate	0.145279	0.156901	0.161631
Total Tax	$1,711,293.30	$1,848,193.00	$1,903,909.36
Total Revenue Rebated	$482,652.90	$609,783.67	$689,674.91
Total Net Revenue to the City	$1,228,640.40	$1,238,409.33	$1,214,234.45
Percentage Rebated	28.20%	32.99%	36.22%

Effective Rate Impact				
Property Valuation	$250,000.00	$350,000.00	$500,000.00	$1,000,000.00
Tax Rate	0.145279	0.145279	0.145279	0.145279
Property Owner Burden	$363.20	$508.48	$726.40	$1,452.79

Rollback Rate Impact				
Property Valuation	$250,000.00	$350,000.00	$500,000.00	$1,000,000.00
Tax Rate	0.156901	0.156901	0.156901	0.156901
Property Owner Burden	$392.25	$549.15	$784.51	$1,569.01

Current Rate Impact				
Property Valuation	$250,000.00	$350,000.00	$500,000.00	$1,000,000.00
Tax Rate	0.161631	0.161631	0.161631	0.161631
Property Owner Burden	$404.08	$565.71	$808.16	$1,616.31

2016 Effective Tax Rate Worksheet
City of Fulshear

Date: 08/05/2016 09:08 AM

1. 2015 total taxable value. Enter the amount of 2015 taxable value on the 2015 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).[1]	$935,773,878
2. 2015 tax ceilings. Counties, cities and junior college districts. Enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step.[2]	$0
3. Preliminary 2015 adjusted taxable value. Subtract Line 2 from Line 1.	$935,773,878
4. 2015 total adopted tax rate.	$0.161631/$100
5. 2015 taxable value lost because court appeals of ARB decisions reduced 2015 appraised value.	
A. **Original 2015 ARB Values.**	$0
B. **2015 values resulting from final court decisions.**	$0
C. **2015 value loss.** Subtract B from A.[3]	$0
6. 2015 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	$935,773,878
7. 2015 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2015. Enter the 2015 value of property in deannexed territory.[4]	$0
8. 2015 taxable value lost because property first qualified for an exemption in 2016. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. **Absolute exemptions.** Use 2015 market value:	$5,895
B. **Partial exemptions.** 2016 exemption amount or 2016 percentage exemption times 2015 value:	$7,656,398
C. **Value loss.** Add A and B.[5]	$7,662,293
9. 2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. Use only properties that qualified in 2016 for the first time; do not use properties that qualified in 2015.	
A. **2015 market value:**	$218,590
B. **2016 productivity or special appraised value:**	$710

C. **Value loss.** Subtract B from A.[6]	$217,880
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	$7,880,173
11. 2015 adjusted taxable value. Subtract Line 10 from Line 6.	$927,893,705
12. Adjusted 2015 taxes. Multiply Line 4 by Line 11 and divide by $100.	$1,499,763
13. Taxes refunded for years preceding tax year 2015. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2015. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015.[7]	$2,889
14. Taxes in tax increment financing (TIF) for tax year 2015. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0.[8]	$0
15. Adjusted 2015 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.[9]	$1,502,652
16. Total 2016 taxable value on the 2016 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.[10]	
A. **Certified values:**	$1,129,684,195
B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	$0
C. **Pollution control exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control property:	$0
D. Tax increment financing: Deduct the 2016 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2016 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.[11]	$0
E. **Total 2016 value.** Add A and B, then subtract C and D.	$1,129,684,195
17. Total value of properties under protest or not included on certified appraisal roll.[12]	
A. **2016 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.[13]	$46,184,624
B. **2016 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.[14]	$2,066,949

C. **Total value under protest or not certified:** Add A and B.	$48,251,573
18. 2016 tax ceilings. Counties, cities and junior colleges enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step.[15]	$0
19. 2016 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	$1,177,935,768
20. Total 2016 taxable value of properties in territory annexed after Jan. 1, 2015. Include both real and personal property. Enter the 2016 value of property in territory annexed.[16]	$0
21. Total 2016 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2015. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2015, and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2016.[17]	$143,615,535
22. Total adjustments to the 2016 taxable value. Add Lines 20 and 21.	$143,615,535
23. 2016 adjusted taxable value. Subtract Line 22 from Line 19.	$1,034,320,233
24. 2016 effective tax rate. Divide Line 15 by Line 23 and multiply by $100.[18]	$0.145279/$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2016 county effective tax rate.[19]	

A county, city or hospital district that adopted the additional sales tax in November 2015 or in May 2016 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

[1]Tex. Tax Code Section 26.012(14)
[2]Tex. Tax Code Section 26.012(14)
[3]Tex. Tax Code Section 26.012(13)
[4]Tex. Tax Code Section 26.012(15)
[5]Tex. Tax Code Section 26.012(15)
[6]Tex. Tax Code Section 26.012(15)
[7]Tex. Tax Code Section 26.012(13)
[8]Tex. Tax Code Section 26.03(c)
[9]Tex. Tax Code Section 26.012(13)
[10]Tex. Tax Code Section 26.012(15)
[11]Tex. Tax Code Section 26.03(c)
[12]Tex. Tax Code Section 26.01(c)
[13]Tex. Tax Code Section 26.04 and 26.041
[14]Tex. Tax Code Section 26.04 and 26.041
[15]Tex. Tax Code Section 26.012(6)
[16]Tex. Tax Code Section 26.012(17)
[17]Tex. Tax Code Section 26.012(17)
[18]Tex. Tax Code Section 26.04(c)
[19]Tex. Tax Code Section 26.04(d)

2016 Rollback Tax Rate Worksheet
City of Fulshear

Date: 08/05/2016

26. 2015 maintenance and operations (M&O) tax rate.	$0.161631/$100
27. 2015 adjusted taxable value. Enter the amount from Line 11.	$927,893,705
28. 2015 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by $100.	$1,499,763
B. **Cities, counties and hospital districts with additional sales tax:** Amount of additional sales tax collected and spent on M&O expenses in 2015. Enter amount from full year's sales tax revenue spent for M&O in 2015 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	$0
C. **Counties:** Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	$0
D. **Transferring function:** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	$0
E. **Taxes refunded for years preceding tax year 2015:** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015.	$2,889
F. **Enhanced indigent health care expenditures:** Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	$0
G. **Taxes in TIF:** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0.	$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	$1,502,652
29. 2016 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	$1,034,320,233
30. 2016 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by $100.	$0.145279/$100
31. 2016 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	$0.156901/$100

32. Total 2016 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses.	
A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	$0
B. Subtract **unencumbered fund amount** used to reduce total debt.	$0
C. Subtract **amount paid** from other resources.	
D. **Adjusted debt.** Subtract B and C from A.	$0 $0
33. Certified 2015 excess debt collections. Enter the amount certified by the collector.	$0
34. Adjusted 2016 debt. Subtract Line 33 from Line 32D.	$0
35. Certified 2016 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2016 debt adjusted for collections. Divide Line 34 by Line 35	$0
37. 2016 total taxable value. Enter the amount on Line 19.	$1,177,935,768
38. 2016 debt tax rate. Divide Line 36 by Line 37 and multiply by $100.	$0/$100
39. 2016 rollback tax rate. Add Lines 31 and 38.	$0.156901/$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2016 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	
DATE SUBMITTED:	August 10, 2016	**DEPARTMENT:**	Administration
PREPARED BY:	Michael Ross, Assistant City Manager	**PRESENTER:**	Michael Ross, Assistant City Manager
SUBJECT:	**Impact Fees Policy**		
ATTACHMENTS:	**Kimley-Horn Impact Fees Proposal**		

EXPENDITURE REQUIRED: $147,200

AMOUNT BUDGETED: $182,500
ACCOUNT: Development Services

ADDITIONAL APPROPRIATION REQUIRED: $0
ACCOUNT NO:

EXECUTIVE SUMMARY

City Council approved engaging Kimley-Horn (KH) to develop the City's Impact Fee Study. Subsequently, staff has requested and received the proposal from KH to perform these services (attached).

KH will utilize the City's Land Use Assumptions and Capital Improvement Plan (CIP) established as part of the ongoing Master Plan projects to provide the required technical analysis required by Chapter 395 of the Texas Local Government Code to determine the appropriate impact fees. In addition, KH will provide the City with assistance with the various presentations required during the public hearing and adoption process.

KH understands the City is in the process of creating a Water and Wastewater Master Plan that will not be complete prior to the Impact Fee Analysis. KH will work with the City's consultant for the Master Plans regarding the projected Land Uses, growth assumptions, and CIP projects.

Tasks 1-5 and Task 7 are being recommended at this time for a total of $147,200. A recommendation regarding Task 6 will be made once the other tasks are complete to more accurately gauge the necessity.

The City Attorney has reviewed the proposal from a legal perspective, made comments, and the consultant has made the requested changes.

RECOMMENDATION

Staff recommends approval of the KH proposal for Tasks 1-5 and Task 7 for a total of $147,200 for the City's Impact Fee Study. Staff asks City Council to authorize the City Manager to execute the contract with KH in the amount of $147,200.

Kimley»Horn

August 9, 2016

Mr. C.J. Snipes, MPA
City Manager
30603 FM 1093
Fulshear, TX 77441

RE: ***Professional Services Agreement***
Impact Fee Reports for Water, Wastewater, and Roadway
Fulshear, Texas

Dear Mr. Snipes:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the City of Fulshear ("City") for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth herein. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

Kimley-Horn understands that the City is interested in establishing Impact Fees for Water, Wastewater, Roadway, and Drainage. The goal of this project is for Kimley-Horn to utilize the City's Land Use Assumptions and Capital Improvement Plan (CIP) established as part of the ongoing Master Plan projects to provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable impact fee. In addition, Kimley-Horn will provide the City with assistance with the various presentations required during the public hearing and adoption process. We understand the City is in the process of creating a Water and Wastewater Master Plan that will not be complete prior to the Impact Fee Analysis. Kimley-Horn will work with the City's consultant for the Master Plans regarding the projected Land Uses, growth assumptions, and CIP projects.

SCOPE OF SERVICES

TASK 1 – Project Management and Meetings

Kimley-Horn will keep communication with the City throughout the project through monthly status meetings and status reports. These meetings will also be the meetings needed to accomplish the various tasks outlined in this scope.

1.1. Project Team Status Meetings and Coordination. Kimley-Horn will participate in monthly meetings with City's staff. A maximum of two hours will be anticipated for each meeting. It is assumed that a maximum of six meetings will be held through the course of the project. These meetings will be geared to cover major technical topics. Kimley-Horn will prepare notes from each meeting and submit to the City's Project Manager for review and approval.

1.2. Project Status Reports. Kimley-Horn will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination (if necessary) in conjunction with each monthly invoice.

TASK 2 – Land Use Assumptions

Kimley-Horn will assist the City in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code and shall include.

2.1. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:

2.1.1 Comprehensive Master Plans – The City shall identify and provide the City's most recent comprehensive master plans.

2.1.2 Building Permit History – The City shall provide Kimley-Horn with available building permit history (both residential and non-residential) for the previous five (5) years. If not available then Kimley-Horn will base historic growth on Appraisal District Data.

2.1.3 Land Use Assumptions from the HGAC 2040 plan and City's Planning Consultant.

2.1.4 Previously Completed Land Use Assumptions Maps – The City shall provide Kimley-Horn with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. Data should include:

- Current Zoning Map;
- Future Land Use Plan Map;
- City / County Parcel Data with living area information;
- City Limits and Extra Territorial Jurisdiction Boundary (ETJ); and
- Most recent digital orthophotograph (DOQ) of the City.

2.2. Service Areas. Kimley-Horn will work with City staff to develop the service area boundaries.

2.3. Land Use Assumptions. Chapter 395 of the Texas Local Government Code states that impact fees may only be used to pay for items included in the Impact Fee capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates, Kimley-Horn will develop the Ten-Year Land Use Growth Assumptions for the 2016 – 2026 planning window. Kimley-Horn will develop these land use assumptions based on previous and current planning efforts. Kimley-Horn is anticipated to format the land use assumptions in the following manner:

2.3.1 Existing population and employment information by service area for the Year 2016;

2.3.2 Build-Out population and employment projections by service area; and

2.3.3 Ten Year population and employment projections by service area for the Year 2026;

2.4. Documentation. Kimley-Horn will incorporate the Land Use Assumptions information into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions.

2.5. Meetings. The land use assumptions will be discussed during the monthly coordination meetings.

2.6. Deliverables.
- 2.6.1 Data collection request letter
- 2.6.2 No specific deliverables for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study Report.

TASK 3– Water Impact Fee Study

Kimley-Horn will prepare the water impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

3.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
- 3.1.1 Water Master Plan – The City shall provide Kimley-Horn the most recent water master plan either adopted by the City or in process of being adopted. GIS shapefiles, databases, and layering information shall be provided if available.
- 3.1.2 Water demand history, which includes annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection.
- 3.1.3 Development agreements or water supply contracts with the City.
- 3.1.4 Existing and future water system demands
- 3.1.5 Existing water pumping capacities
- 3.1.6 Existing water treatment capacities
- 3.1.7 Existing system maps showing water infrastructure

3.2. System Improvement Evaluation: The City is in the process of adopting a Water and Wastewater Master Plan. The City has requested that the Impact Fees be created while coordinating with the consultant for the Master Plans to incorporate the projects identified to serve growth in the service area. This task will involve working with the City and City's Master Plan Consultant to evaluate the identified projects and document the reasoning for the proposed projects.
- 3.2.1 Attend one (1) meeting with the City to discuss and evaluate future improvements.
- 3.2.2 Coordinate with the City to evaluate the improvements identified and determine the reasoning behind the need for each type of improvement. This evaluation will consist of Kimley-Horn understanding the methodology utilized by the City for identifying needed improvements, but will not include Kimley-Horn confirming the

scope of the improvements necessary such as pipe line diameter sizes, pump station capacities, storage capacities etc. It is understood Kimley-Horn will rely on the improvements identified by the City as the necessary system improvements.

3.2.3 Prepare System Improvements Map – Prepare a map showing system improvements necessary

3.3. Infrastructure Capacity Criteria. Coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:

3.3.1 Future Water Transmission Lines (12-inch and larger)
3.3.2 Existing and Future Elevated Storage Tanks
3.3.3 Existing and Future Ground Storage Tanks
3.3.4 Existing and Future Water Pump Stations
3.3.5 Existing and Future Water Treatment Plants

A criterion will not be developed for existing City water transmission lines.

3.4. Water Impact Fee Capital Improvements Plan. Coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:

3.4.1 Future Transmission Lines (12-inch and larger)
3.4.2 Existing and Future Elevated Storage Tanks
3.4.3 Existing and Future Ground Storage Tanks
3.4.4 Existing and Future Pump Stations
3.4.5 Future Water Treatment Plant

Kimley-Horn will prepare opinions of probable construction costs for future projects.

The Plan will not include existing City transmission lines.

3.5. Maximum Assessable Water Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions, then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Impact Fee table by meter size. Kimley-Horn will initially calculate the maximum fee based on the 50% reduction methodology. If directed by the City, Kimley-Horn will proceed with the financial analysis described in Task 6 to determine the maximum assessable impact fee by service unit.

3.6. Impact Fee Report. Kimley-Horn will provide both a draft and final Water Impact Fee Report. The report will include:

3.6.1 Water service areas
3.6.2 Narrative of the impact fee study methodology
3.6.3 Impact fee calculations

3.6.4 Water Impact Fee CIP
3.6.5 Exhibits

Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Water Impact Fee Report will be submitted in .pdf format that will be able to accept comments.

3.7. Meetings. The Water Impact Fee CIP will be discussed during the monthly coordination meeting.

3.8. Deliverables.
3.8.1 Data collection request letter
3.8.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
3.8.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Water Impact Fee component of the Report.

TASK 4– Wastewater Impact Fee Study
Kimley-Horn will prepare the wastewater impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

4.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
4.1.1 Wastewater Master Plan – The City shall provide Kimley-Horn the most recent wastewater master plan either adopted by the City or in process of being adopted. GIS shapefiles, databases, and layering information shall be provided if available.
4.1.2 Wastewater discharge history, which includes annual wastewater discharge and peak discharge records for the past ten (10) years for development of the service unit projection.
4.1.3 Development agreements or wastewater treatment contracts with the City.
4.1.4 Existing and future wastewater system discharges
4.1.5 Existing wastewater treatment capacities
4.1.6 Existing lift station capacities
4.1.7 Existing system maps showing wastewater infrastructure

4.2. System Improvement Evaluation: The City is in the process of adopting a Water and Wastewater Master Plan. The City has requested that the Impact Fees be created while coordinating with the consultant for the Master Plans to incorporate the projects identified to serve growth in the service area. This task will involve working with the City and City's

Master Plan Consultant to evaluate the identified projects and document the reasoning for the proposed projects.

4.2.1 Attend one (1) meeting with the City to discuss and evaluate future improvements.

4.2.2 Coordinate with the City to evaluate the improvements identified and determine the reasoning behind the need for each type of improvement. This evaluation will consist of Kimley-Horn understanding the methodology utilized by the City for identifying needed improvements, but will not include Kimley-Horn confirming the scope of the improvements necessary such as pipe line diameter sizes, pump station capacities, storage capacities etc. It is understood Kimley-Horn will rely on the improvements identified by the City as the necessary system improvements.

4.2.3 Prepare System Improvements Map – Prepare a map showing system improvements necessary

4.3. Infrastructure Capacity Criteria. Coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:

4.3.1 Existing Wastewater Lines that are 10-inch and larger

4.3.2 Future Wastewater Lines (8-inch and larger)

4.3.3 Existing and Future Lift Stations

4.3.4 Existing and Future Force Mains

4.3.5 Existing and Future Wastewater Treatment Plants

4.4. Wastewater Impact Fee Capital Improvements Plan. Coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:

4.4.1 Existing Trunk Lines that are 10-inch and larger

4.4.2 Future Trunk Lines (8-inch and larger)

4.4.3 Existing and Future Lift Stations

4.4.4 Existing and Future Force Mains

4.4.5 Existing and Future Wastewater Treatment Plants

Kimley-Horn will prepare opinions of probable construction costs for future projects. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

4.5. Maximum Assessable Wastewater Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions, then calculate the Impact

Fee per service unit, unit equivalents by meter size and the Maximum Assessable Impact Fee table by meter size. Kimley-Horn will initially calculate the maximum fee based on the 50% reduction methodology. If directed by the City, Kimley-Horn will proceed with the financial analysis described in Task 6 to determine the maximum assessable impact fee by service unit.

4.6. Impact Fee Report. Kimley-Horn will provide both a draft and final Wastewater Impact Fee Report. The report will include:

- 4.6.1 Wastewater service areas
- 4.6.2 Narrative of the impact fee study methodology
- 4.6.3 Impact fee calculations
- 4.6.4 Wastewater Impact Fee CIP
- 4.6.5 Exhibits

Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Wastewater Impact Fee Report will be submitted in .pdf format that will be able to accept comments.

4.7. Meetings. The Wastewater Impact Fee CIP will be discussed during the monthly coordination meeting.

4.8. Deliverables.

- 4.8.1 Data collection request letter
- 4.8.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Report.
- 4.8.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Wastewater Impact Fee component of the Report

TASK 5– Roadway Impact Fee Study

Kimley-Horn will prepare the roadway impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

5.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing roadway data that should be provided to Kimley-Horn. The data collection is as follows:

- 5.1.1 Thoroughfare Plan – The City shall provide Kimley-Horn the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided if available.
- 5.1.2 Traffic Counts – The City shall provide data (current and historical) for roadway segments on the current Master Thoroughfare Plan. Kimley-Horn will collect up to five (5) counts to supplement data from the City.

5.1.3 Design Standards
5.1.4 Historic Roadway Bid Data

5.2. 10-Year Growth Projections and Capacity Analysis:
5.2.1 In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
5.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.
5.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies
5.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth

5.3. Roadway Impact Fee Capital Improvement Plan:
5.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan may include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
5.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

5.4. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will incorporate the financial analysis performed in Task 6 to determine the maximum assessable impact fee by service unit.

5.5. Roadway Impact Fee Study Report. Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:

5.5.1 Roadway service areas

5.5.2 Narrative of the impact fee study methodology

5.5.3 Impact fee calculations

5.5.4 Roadway Impact Fee CIP

5.5.5 Exhibits

5.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Roadway Impact Fee Report will be submitted in .pdf format that will be able to accept comments.

5.6. Meetings. The Roadway Impact Fee CIP will be discussed during the monthly coordination meeting.

5.7. Deliverables.

5.7.1 Data collection request letter

5.7.2 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report.

5.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Roadway Impact Fee component of the Report.

TASK 6– Financial Analysis and Impact Fee Credit Determination (Optional Service)

Kimley-Horn will not proceed with Task 6 without written authorization from the City. The scope and fee provided for Task 6 includes a financial analysis for all three studies (water, wastewater, and roadway). If the City chooses not to proceed with any of the four studies, the scope and fee for Task 6 would be revised accordingly.

A financial subconsultant will calculate maximum assessable impact fees for the designated ten-year period for roadway impact fees, as well as determine the roadway impact fee credits in conformance with Chapter 395 of the Local Government Code. This task shall include:

6.1. Select Appropriate Credit Option. In 2001, Chapter 395 was amended to include a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the impact fee capital improvements plan, or a credit equal to 50% of the total cost of the impact fee capital improvements plan. Using the impact fee eligible capital improvement costs and projected service units provided by Kimley-Horn, the financial subconsultant will calculate the maximum assessable, full-cost recovery impact fees, including applicable financing costs, for the designated period. The financial subconsultant will then meet with City Staff to determine the credit option (either

the credit determination or 50% of costs) that most appropriately satisfies the balance between the City's funding requirements and the City's desired economic growth.

6.2. Credit Determination. Assuming the City elects to pursue the credit option involving ad valorem tax revenue, the financial subconsultant will determine the appropriate credit, if any, and apply this credit to the impact fee determination in accordance with Chapter 395 requirements. A critical component of this calculation is the examination of funding practices involving existing projects that are impact fee eligible under the newly calculated impact fees. Since Chapter 395 requires a credit for ad valorem taxes revenues from new service units used to fund impact fee eligible projects, a decision must be made as to whether to maintain or modify the existing funding practice for existing projects. The ultimate decision of either maintaining or modifying existing funding practices is generally based on funding needs or the administrative requirements of complying with Chapter 395.

6.3. Impact Fee Determination. After the credit determination is made, the credit will be *incorporated into the impact fee calculation. The impact fee calculation performed by the* financial subconsultant uses a financial model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, ad valorem taxes, and utility rate revenues. Kimley-Horn will incorporate the financial analysis and impact fee credit determination into the final impact fee documentation.

TASK 7– Public Hearings, Approval and Implementation Tools

7.1. Public Hearings and Approval. It is anticipated that one representative from Kimley-Horn will prepare for and attend up to five (5) meetings during the public hearing and approval process. These meetings are in addition to the meetings identified in Task 1. Kimley-Horn will prepare presentations for these meetings and present as directed by City staff. Kimley-Horn understands that materials are needed one week prior to meetings. City staff will be responsible for the meeting set-up. These anticipated meetings are as follows:

- 7.1.1 One (1) stakeholder, development community, Capital Improvements Advisory Committee (CIAC), City Council, or other committee meetings;
- 7.1.2 One (1) CIAC/Council workshop to present fundamentals of Impact Fees, a summary of the Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Impact Fees;
- 7.1.3 One (1) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Impact Fees;
- 7.1.4 One (1) City Council public hearings to present the Impact Fee, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees; and
- 7.1.5 One (1) City Council meeting where it adopts the ordinance and establishes the actual Impact Fees.

7.2. Implementation Tasks.

7.2.1 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide up to twenty (20) copies of the Final Impact Fee Study Report, including Land Use Assumptions, Water, Roadway, and Financial Analysis components the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.

7.2.2 At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Water and Roadway Impact Fee Report to be included in the ordinance.

7.2.3 Kimley-Horn will create a Rough Proportionality tool to assist in calculating a development's proportional share of roadway improvements when abutting a street not to current city standards based on all applicable items such as but not limited to the impact fee rates, construction cost of roadway infrastructure improvements, right of way and easement dedications. This tools will be based on the results of the impact fee study.

INFORMATION PROVIDED BY CITY

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Additional assistance in developing the land use assumptions outside of that described in this agreement.
- Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services.
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified in the Scope of Services.
- Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

SCHEDULE

Tasks 1 – 7 will be completed within six (6) months following receipt of a notice to proceed from the City. Task 7 will be completely based on a mutually agreed upon schedule. Additional services, if desired, will be performed in a timely manner upon written authorization by the City. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control.

FEE AND EXPENSES

Kimley-Horn will perform the services in Task 1 – 7 for the total lump sum labor fee indicated below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the City.

Task 1	Project Management and Meetings	$ 5,600
Task 2	Land Use Assumptions	$ 4,500
Task 3	Water Impact Fee Study	$ 39,600
Task 4	Wastewater Impact Fee Study	$ 39,600
Task 5	Roadway Impact Fee Study	$ 39,900
Task 6	Financial Analysis and Impact Fee Credit Determination	$ 28,000 (Optional Service)
Task 7	Public Hearing, Approval, and Implementation Tools	$ 18,000
Total Lump Sum Fee		$175,200

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 55 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Fulshear.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below, and return a hard copy or scanned copy to us. We will commence services only after we have received a fully executed agreement.

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

Connie Curtis

Connie Curtis, P.E.
Assistant Secretary

Eric Z. Smith

Eric Z. Smith
Assistant Secretary

Attachments: Standard Provisions

Agreed to on this _____ day of _____, 2016.

City of Fulshear

By: _____

_____
(Print or Type Name)

Title: _____

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF FULSHEAR STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within ~~25~~ 55 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within ~~25~~ 55 days at the rate of 12% per annum beginning on the ~~25th~~ 55th day. If the Client fails to make any payment due to the Consultant under this or any other agreement within ~~30~~ 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within ~~25~~ 55 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant~~, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and~~

~~expenses, including but not limited to attorneys' fees, resulting therefrom~~. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

~~(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.~~

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the

scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas and is subject to the Texas Public Information Act. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	I
DATE SUBMITTED:	August 11, 2016	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes/ Tim Kirwin
SUBJECTS:	**Consent to MUD 156 Annexation**		
ATTACHMENTS:	Petition for Consent and Resolution Consenting to Annexation of certain property into MUD 156		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

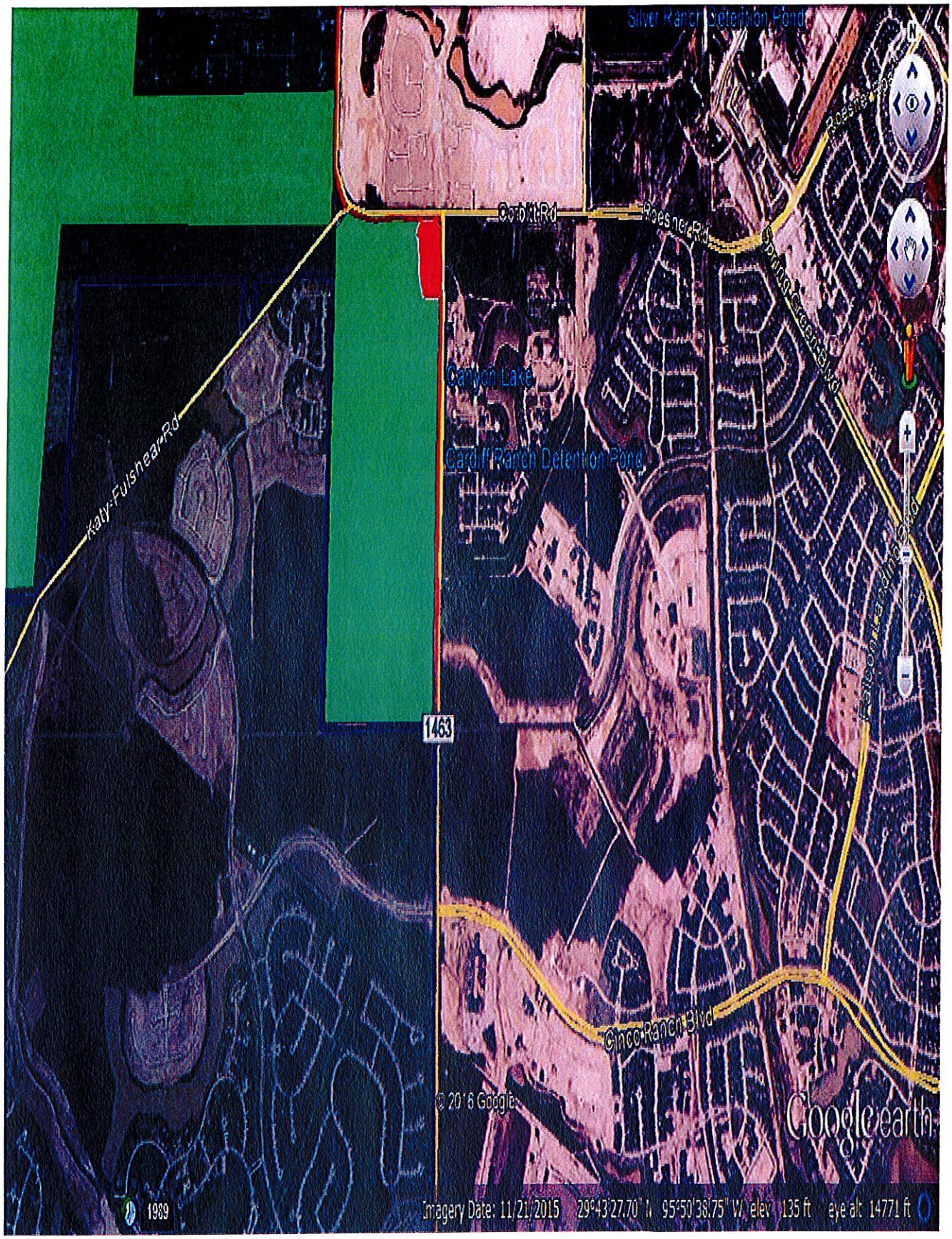
ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The attached documents and Resolution will provide the City's consent for the annexation of a certain .804 acre tract of land located near the intersection of FM 1463 and Roesner Road adjacent to Churchill Farms. This tract is to be included as Commercial Development and will provide additional revenue to the City through the Strategic Partnership Agreement previously negotiated between the City and MUD 156.

RECOMMENDATION

Staff recommends that Council take action to approve the Resolution and consent to the annexation of certain property into Fort Bend County MUD 156.


Silver Ranch Detention Pond
Cordt Rd
Roesner Rd
Spring Creek Blvd
Canyon Lake
Cardiff Ranch Detention Pond
Katy-Fulshear Rd
1463
Cinco Ranch Blvd
© 2016 Google
Google earth
1989
Imagery Date: 11/21/2015 29°43'27.70" N 95°50'38.75" W elev 135 ft eye alt 14771 ft

RESOLUTION NO. 2016-320

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FORT BEND MUNICIPAL UTILITY DISTRICT NO. 156

* * * * * * * * * * * * *

WHEREAS, Pursuant to Chapter 49 and 54 of the Texas Water Code, Fort Bend Municipal Utility District No. 156 ("District") and DLM Management, LLC. ("Petitioner") desire to add certain property into the District which currently lies within the boundaries of the Petitioner within the City's Extraterritorial Jurisdiction of Fulshear lying within Fort Bend County, Texas described in the attached Exhibit "A" ("Land"); and

WHEREAS, all the Land to be included within the District is located within the Extraterritorial Jurisdiction boundaries of the City of Fulshear, Texas; and

WHEREAS, the District and Petitioner desire that the City consent to the addition of the Land into the boundaries of the District;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That facts set out in the preamble are true and correct and incorporated herein for all purposes.

Section 2. That the City Council of the City of Fulshear, Texas, hereby consents to the addition of Land into the District, which such Land is described in Exhibit "A" attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, and ADOPTED on the 16th day of August, 2016.

_____

Jeff W. Roberts, Mayor

ATTEST:

_____

D. Gordon Offord, City Secretary

ALLEN BOONE HUMPHRIES ROBINSON LLP
ATTORNEYS AT LAW
PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6424
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda Sotirake
Legal Assistant

July 13, 2016

VIA FEDERAL EXPRESS

Mr. C.J. Snipes
City Administrator
City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Fort Bend County Municipal Utility District No. 156 (the "District")

Dear Mr. Snipes:

It is respectfully requested that the following item be placed on the City of Fulshear's July 19, 2016, City Council agenda for consideration and approval:

1. Adopt Resolution consenting to the annexation of land by Fort Bend County Municipal Utility District No. 156.

Also enclosed is a boundary map of the District reflecting the tract to be annexed.

Thank you for your attention to this matter.

Sincerely,

Linda F. Sotirake
Legal Assistant

Enclosures

cc: Mr. Grady Randle (w/enc.) Via Federal Express

cc: Mr. Timothy B. Kirwin w/enc.) Via Federal Express

613044

PETITION FOR CONSENT TO ANNEX LAND INTO
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 156

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

The undersigned, Fort Bend County Municipal Utility District No. 156 (the "District"), and DLM Management, LLC, a Texas limited liability company (the "Petitioner") acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Fulshear, Texas, (the "City") for its written consent to the annexation by the District of 0.804 acres described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on January 25, 2012. The District is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land sought to be annexed to the District, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District. Petitioner represents that there are no lienholders on the Land.

III.

The Land is situated wholly within Fort Bend County, Texas. No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village except the City. All of the territory proposed to be annexed may properly be annexed into the District.

IV.

The general nature of the work to be done in the area sought to be annexed into the District is the construction, acquisition, maintenance and operation of a waterworks system, sanitary sewer system, a drainage and storm sewer system, and recreational facilities system.

V.

There is, for the following reasons, a necessity for the above-described work. The Land proposed to be annexed into the District, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Fort Bend County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the area sought to be annexed to the District an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or recreational facilities system, and it is not presently economically feasible for the area sought to be annexed to provide for such systems itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and recreational facilities system, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such systems, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in Exhibit B, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 21st day of June, 2016.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 156

By:_____
Robert E. Jones
President, Board of Directors

ATTEST:

By:_____
Georgia Watts
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 21st day of June, 2016, by Robert E. Jones, President, and Georgia Watts, Secretary, of the Board of Directors of Fort Bend County Municipal Utility District No. 156, a political subdivision of the State of Texas, on behalf of said political subdivision.

LINDA SOTIRAKE
My Notary ID # 312753
Expires August 31, 2016

Notary Public, State of Texas

(NOTARY SEAL)

543146

DLM Management, LLC
a Texas limited liability company

By: _____
Douglas L. Mulvaney, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of June, 2016, by Douglas L. Mulvaney, Manager of DLM Management, LLC, a Texas liability company, on behalf of said company.

Marilyn J Frew
Notary Public, State of Texas
Commission # 4166544
Expires: 03/18/2020

_____
Notary Public, State of Texas

(NOTARY SEAL)

543146

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned Secretary of the Board of Directors of Fort Bend County Municipal Utility District No. 156, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Fort Bend County Municipal Utility District No. 156 that was filed with the Board of Directors of the District on June 21, 2016.

WITNESS MY HAND AND SEAL OF SAID DISTRICT this 21st day of June, 2016.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 156

By: _____
Secretary, Board of Directors

(SEAL)

543146

EXHIBIT A

METES AND BOUNDS DESCRIPTION
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT No. 156
ANNEXATION TRACT
0.804 of one ACRE
FORT BEND COUNTY, TEXAS

March 15, 2016

Being all that certain 0.804 of one acre (35,007 square foot) tract of land located in the Alexander Phillips Survey, Abstract Number 300 in Fort Bend County, Texas, being all of a called 0.8037 of one acre tract of land as described in a conveyance to DLM Management, LLC by a Deed Without Warranty recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2016012965, and being described by metes and bounds as follows: (All bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING FOR REFERENCE at a 3/4-inch iron pipe found in the westerly right-of-way (R.O.W.) line of State Farm to Market Road 1463 (width varies, 100-foot wide at this point) as dedicated by instruments recorded in Volume 275, Page 534 & Volume 275, Page 538 of the Fort Bend County Deed Records (F.B.C.D.R.) at the beginning of a curve to the left for the lower northeast corner of that certain called 5.410 acre tract of land as described in a conveyance to DLM Management, LLC by a Deed recorded under F.B.C.C.F. Number 2011096944;

THENCE, northwesterly, along said westerly R.O.W. line, a distance of 207.68 feet along said curve to the left having a radius of 505.41 feet, a central angle of 23 Degrees 32 Minutes 37 Seconds and a chord that bears North 13 Degrees 43 Minutes 03 Seconds West, a distance of 206.22 feet to a 5/8-inch iron with Texas Department of Transportation (TxDOT) aluminum cap found at an angle point in said westerly R.O.W. line for the **POINT OF BEGINNING** and being the south corner of the herein described tract;

THENCE, northwesterly, along the northeasterly line of said 5.410 acre tract and along the southwesterly line of said 0.8037 of one acre tract, a distance of 452.48 feet continuing along said curve to the left having a radius of 505.41 feet, a central angle of 51 Degrees 17 Minutes 42 Seconds and a chord that bears North 51 Degrees 08 Minutes 17 Seconds West, a distance of 437.52 feet to a 5/8-inch iron with TxDOT aluminum cap found at an angle point in the southerly R.O.W. line of said State Farm to Market Road 1463 for the west corner of the herein described tract;

THENCE, North 86 Degrees 05 Minutes 11 Seconds East, along said southerly R.O.W. line, a distance of 98.21 feet to a 5/8-inch iron with TxDOT aluminum cap found at an angle point;

THENCE, North 84 Degrees 11 Minutes 22 Seconds East, continuing along said southerly R.O.W. line, a distance of 108.75 feet to a 5/8-inch iron with TxDOT aluminum cap found at an angle point;

THENCE, North 86 Degrees 04 Minutes 09 Seconds East, continuing along said southerly R.O.W. line, a distance of 104.62 feet to a 5/8-inch iron with TxDOT aluminum cap found at the north end of a cutback marking the intersection of the southerly and westerly R.O.W. lines of said State Farm to Market Road 1463 for the upper northeast corner of the herein described tract;

THENCE, South 47 Degrees 56 Minutes 02 Seconds East, along said cutback line, a distance of 27.79 feet to a 5/8-inch iron with TxDOT aluminum cap found at the south end of a cutback in the westerly R.O.W. line of said State Farm to Market Road 1463 for the lower northeast corner of the herein described tract;

Annexation Tract
0.804 of one Acre
March 15, 2016

THENCE, South 01 Degrees 56 Minutes 13 Seconds East, along said westerly R.O.W. line, a distance of 280.95 feet to the **POINT OF BEGINNING** and containing a computed area of 0.804 of one acre (35,007 square feet) of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

STATE OF TEXAS
REGISTERED
RONALD G. HARRISON
5342
PROFESSIONAL
LAND SURVEYOR

Exhibit "B"

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, fire prevention, roads, parks or recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any date subsequent to the tenth (10th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The City places these additional terms and provisions on the bonds or notes issued:

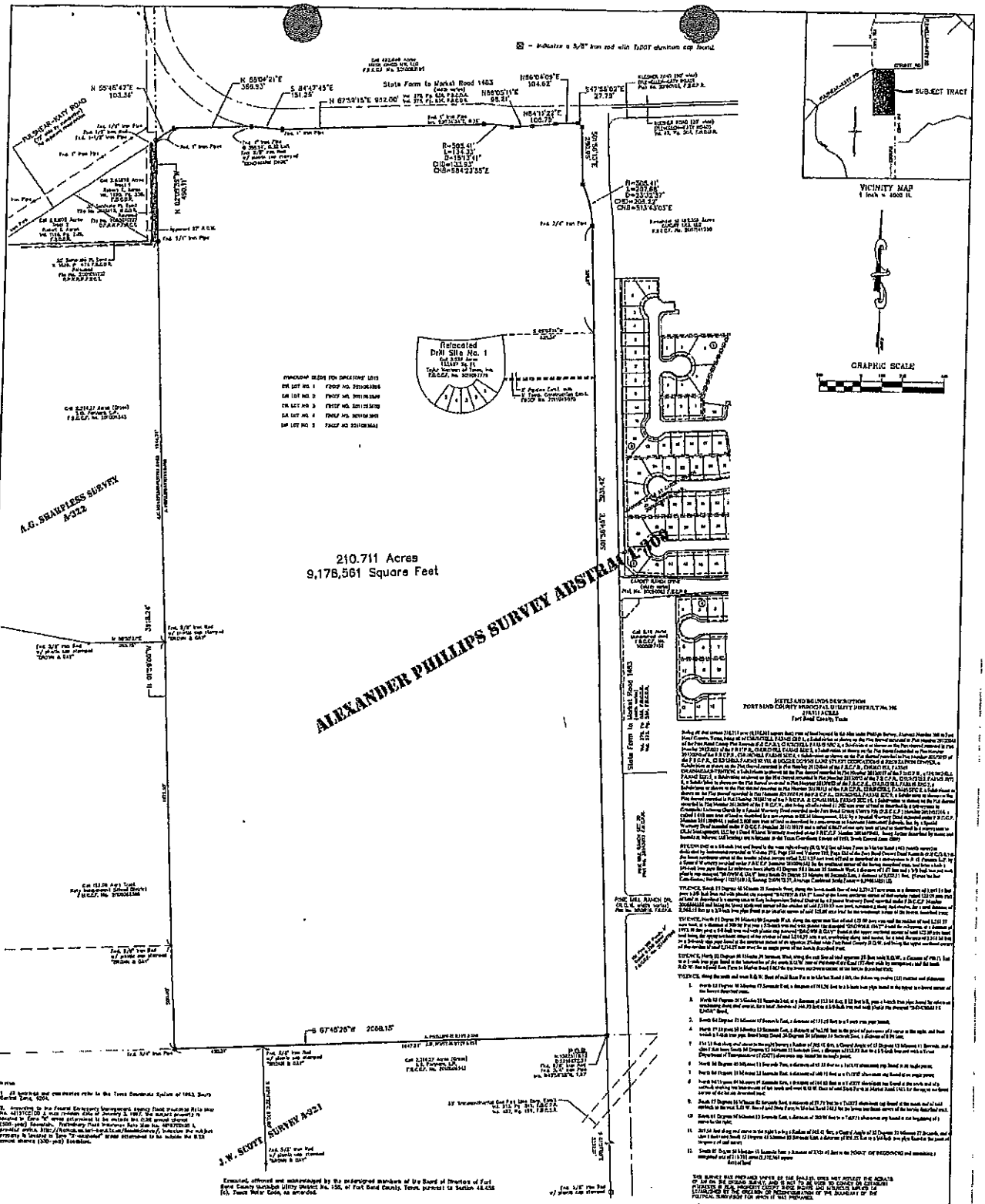
- Bonds shall finally mature twenty-five (25) Years from their date of issue.
- Bonds shall have a 10-year par call.
- New money bonds shall have up to three (3) years of interest only payments and then approximately level debt service payments for the remaining life of the bonds.
- No bonds shall be issued after notice of annexation is provided to the District by the City.
- If refunding bonds or notes are issued, the final maturity of the refunding bonds or notes shall not extend beyond the final maturity of the original bonds or notes.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date

that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections.

(c) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission and the City Council of the City of Fulshear of a plat which will be duly recorded in the Real Property Records of Fort Bend County, Texas.



Executed, affirmed and acknowledged by the undersigned members of the Board of Directors of Fort Bend County Municipal Utility District No. 156, of Fort Bend County, Texas, pursuant to Section 49.038 (c), Texas Water Code, as amended.

Robert E. Jones, President

James S. Mann, Vice President

James Hovis, Assistant Vice President

Tonya Gaylor, Secretary

Georgia Watts, Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned, on this day personally appeared Robert E. Jones, James S. Mann, James Hovis, Tonya Gaylor and Georgia Watts known to me to be the persons whose names are subscribed above and affirmed and acknowledged that they executed the same in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the State of Texas

NO.	DATE	DESCRIPTION	BY

BENCHMARK ENGINEERING CORPORATION
Consulting Engineers – Planners – Surveyors
2401 Fountainview Suite 500
Houston, Texas 77057 U.S.A. (713)266-9930

DISTRICT BOUNDARY MAP
F.B.C.M.U.D. No. 156
BEING A 210.711 ACRES/9,143,554 SQUARE FEET
TRACT OF LAND SITUATED IN THE
ALEXANDER PHILLIPS SURVEY,
ABSTRACT No. 300,
FORT BEND COUNTY, TEXAS

DRAWN BY: TPH	DATE: 03-15-16	SCALE: 1" = 200'
CHECKED BY: RGH	JOB No. 11011-156	SHEET No. 1 of 1

ACREAGE SUMMARY

Exist. F.B.C.M.U.D. No. 156 – 209.907 Acs./9,143,554 Sq. Ft.
Annexation Tract – 0.804 Acs./35,007 Sq. Ft.
Total F.B.C.M.U.D. No. 156 – 210.711 Acs./9,178,561 Sq. Ft.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	J
DATE SUBMITTED:	August 11, 2016	**DEPARTMENT:**	Administration/ Customer Service
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes
SUBJECTS:	**Ordinance No. 2016-1224 Allowing Solid Waste Temporary Stay**		
ATTACHMENTS:	Ordinance No. 2016-1224		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The attached Ordinance was developed at the behest of several residents in an effort to provide a higher level of customer service. Currently there is no mechanism by which the City can suspend service or billing for Solid Waste when accounts might be dormant for a variety of reasons. Although we had similar Policies in other communities I have worked, it is fairly uncommon for Cities to provide this accommodation. The attached Ordinance provides for a single stay per account granted once per Fiscal Year. This policy would be applicable to only Non-Commercial accounts and applications for such a stay must include a certification that such a stay will not impact the health, safety or welfare of the community. Staff has not conducted a revenue impact model to determine the overall fiscal effect of this Ordinance.

RECOMMENDATION

Staff recommends that Council take action to approve the Ordinance so that its impact can be measured and to provide an accommodation to our customers.

ORDINANCE NO. 2016-1224

AN ORDINANCE AMENDING ORDINANCE NO. 2013-1127, SECTION 3.0, ADDING PARAGRAPH (D) PROVIDING FOR TEMPORARY STAYS TO SERVICE AND BILLING; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City adopted Ordinance No. 2013-1127 to providing Procedures for the billing, receipt of payment, handling of delinquencies, termination and reinstatement of service for water, sewer and solid waste services ; and

WHEREAS, the City has received feedback from the public and wishes to amend the Ordinance to clarify its regulations and make the financial impact more equitable.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1.0

AMENDED: Section 3.0, is hereby amended to including the following:

"(d) *For Residential and Non-Commercial Customers:*

i. *The City shall allow a temporary stay to be placed on the services and billing associated with Residential Solid Waste Services for a period of not more than 90 days.*

ii. *The City shall not grant more than one temporary stay on service per Residential or Non-Commercial Account per Fiscal Year Calendar.*

iii. *Request for a temporary stay should be presented in writing to the Customer Service Manager not later than sixty (60) days prior to the start of said stay; unless said stay is associated with a Hardship.*

iv. *All requests for temporary stays shall include a description of the need for such a stay, a certification that during the period of the stay shall be unoccupied or not represent a threat to the health, safety or welfare of the community.*

v. *Temporary stays may be granted on the basis of a Hardship on a written request to the Customer Service Manager who shall render a decision on the request taking into account: the nature of the Hardship, the impact of the stayed services on the life, health, safety and welfare of community. Such decision shall be made in writing with fifteen (15) business days of receipt.*

vi. *If during the temporary stay it is discovered that the Account service address is deemed a threat to the health, safety or welfare of the community said stay shall be immediately revoked and service and billing resumed immediately. The City shall provide notice of such finding within five (5) business days of the resumption of services and billing.*

vii. *Any appeal of a decision rendered by the Customer Service Manager or of any revocation of temporary stay shall be presented to the City Manager in writing within ten (10) business days. The City Manager in turn shall render an opinion on the appeal within fifteen (15) business days of the receipt of said appeal."*

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective immediately on the date of adoption.

SECTION 5.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF AUGUST, 2016.

_____

Jeff W. Roberts, Mayor

ATTEST:

_____

D. Gordon Offord, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	August 16, 2016	**AGENDA ITEM:**	TBD
DATE SUBMITTED:	August 10, 2016	**DEPARTMENT:**	Police Department
PREPARED BY:	Lynn Raymer Exec. Assistant	**PRESENTER:**	Kenny Seymour Chief of Police
SUBJECT:	**Grant Funding for Body Worn Cameras and necessary video storage capabilities program**		
ATTACHMENTS:			

EXPENDITURE REQUIRED:	$2,750.00
AMOUNT BUDGETED:	$0
FUNDING ACCOUNT:	
ADDITIONAL APPROPRIATION REQUIRED:	TBD
FUNDING ACCOUNT:	

EXECUTIVE SUMMARY

Fulshear Police Department wishes to outfit their officers with body-worn cameras and continues to evaluate and test the body-worn cameras that are currently available. The initial expense for the cameras and associated video storage and equipment is significantly higher than the current budget will allow and funding in the form of grants is necessary and beneficial.

This Resolution pertains to the Criminal Justice Division of the Governor's Office Body-Worn Camera grant. Fulshear Police Department has been preliminarily allocated $11,000; these funds are limited to expenditures for body-worn cameras and the associated video storage and equipment. State law requires a 25% match of the grant award, which is $2,750.00. The grant match will be addressed in the 2016/2017 Police Department budget.

RECOMMENDATION

Staff recommends that City Council adopt this Resolution.

RESOLUTION 2016-321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDING FOR BODY WORN CAMERAS BY THE POLICE DEPARTMENT UNDER A GRANT PROVIDED BY THE GOVERNOR'S OFFICE.

WHEREAS, the City Council of the City of Fulshear desires to provide enhanced security for both our Police Officers and the Citizens they protect; and

WHEREAS, the City is desirous of providing Body Worn Cameras to its officers to ensure that enhanced security; and

WHEREAS, the Governor's Office has announced a grant program for local law enforcement and has allocated $11,000 for the Fulshear Police Department in such program; and

WHEREAS, this grant requires a 25% matching pledge from the City; and

WHEREAS, it is necessary and in the best interests of the City of Fulshear to apply for funding under the Governor's Office Body Worn Camera Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS: That an application for funding under the Governor's Office for Body Worn Cameras be approved and hereby authorizes the City to match those funds as required in the grant application.

Passed and approved this 16th day of August, 2016.

_____
Jeff W. Roberts, Mayor
City of Fulshear, Texas

_____
D. Offord, City Secretary
City of Fulshear, Texas