

BUSINESS ITEMS

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	A
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Planning & Development
PREPARED BY:	Brant Gary, Executive Director of Planning & Development	PRESENTER:	Brant Gary, Executive Director of Planning & Development
SUBJECT:	Consideration and Possible Action to Approve an Agreement with Mothership Energy Services for Energy Consulting Services and Authorization for Negotiations with Potential Retail Electric Providers		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. RFQ Document for Energy Consulting Services 2. Mothership Energy Group RFQ Response 3. Proposed Agreement for Consulting Services 		
EXPENDITURE REQUIRED:	N/A (All related expenses included in electricity charges)		
AMOUNT BUDGETED:	-		
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

As the City's current retail electric contract is expiring in July 2017, City Staff conducted a Request for Qualifications (RFQ) process to select a consultant to provide energy consulting services for the City. These services will include general consulting services regarding energy-related items as well as negotiations with potential Retail Electric Providers (REP) on behalf of the City for a new electricity purchasing contract. This contract is only for purchasing electricity for City-owned/maintained facilities, streetlights, and other assets utilizing electrical power.

The City received a total of five responses to our RFQ process. Of those five, three of those vendors were identified as the top potential firms and were asked to come in for a second-round interview process. As a result of that process, Mothership Energy Group is being recommended for selection as the City's Energy Consultant.

The proposal from Mothership Energy Group represents a partnership with Incite Energy. This partnership provides the additional benefit of the expertise and available resources from Incite Energy to complement the efforts of the Mothership Energy Group team. As is typical with agreements for this service, the City would not pay the consulting firm directly for services (including contract negotiations) related to general City energy purchasing, consumption, or billing issues. Any fees would be paid by the Retail Electric Provider to the consultant and would be included in the City's final electric rate. The City would, however, be required to pay consulting fees for any services for other projects outside of the scope of the proposed agreement.

The proposed agreement and corresponding Council action would allow for a three-year consulting agreement with Mothership Energy Group to include two additional one-year renewals. This will enable the City to take advantage of a favorable electricity contract anywhere from one to five years in length based on the research and negotiations that will take place. Furthermore, Council is also being asked to authorize the City Manager to execute both the consulting agreement as well as the agreement with the selected retail electric provider for a term not to exceed the maximum length of the consulting contract. Council will be provided with information on that retail electricity purchasing contract.

RECOMMENDATION

Pending any recommended changes recommended by the City Attorney, Staff recommends Council authorize the City Manager to execute the Agreement with Mothership Energy Group and a contract with a selected Retail Electric Provider for a term not to exceed five years.

Alternatively, Council may choose to take a different approach regarding the contract terms and the execution of the agreements. If Council wishes to review and authorize the execution of final contract with the selected Retail Electric Provider directly, Staff would recommend that the City Manager be authorized to execute a temporary extension of the City's current electric purchasing agreement until such time City Council can act on the new agreement.

**CITY OF FULSHEAR
REQUEST FOR QUALIFICATIONS:
ENERGY CONSULTANT SERVICES**

Section I- General

The City of Fulshear is soliciting qualifications from energy consultants to provide professional electricity consulting services related to the procurement and delivery of electricity for its facilities along with other consulting services related to energy conservation and alternative energy options.

The City of Fulshear will be soliciting bids and/or proposals for energy to its facilities and may be pursuing other projects dedicated to energy conservation and/or alternative energy options. In conjunction with these activities, the City seeks the services of a consultant to assist with the details of the RFP, to evaluate the proposals and to assist with the decision making process(es). The City's current retail electrical contract expires July 2017.

The initial term of this agreement will be for three (3) years. This agreement may be renewed by the City of Fulshear for up to two additional three (3) year term(s). This agreement may be terminated by the City of Fulshear upon a 30-day written notice to the other party.

Deadline to respond is **3:00 PM, Monday, April 10, 2017.**

Electronic responses can be sent to: accounting@fulsheartexas.gov

Written responses will be received by the City Secretary's Office at:

Fulshear City Hall
30603 FM 1093 Road
Fulshear, Texas 77441

Section II- Statement of Work

A. The independent consultant will assist the City with the following:

1. Assist in the development of all required documentation necessary to obtain price quotes from Retail Electric Providers (REPs) for the procurement of electrical power to the facilities operated by the City prior to the current contract expiration.
2. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to the City of Fulshear.
3. Compile data from the City's electric bills on a customized excel spreadsheet for energy quote comparison.
4. Assist in the review/evaluation of the bids and/or proposals for delivery of electricity to City of Fulshear facilities, which includes reviewing all quotes and contracts submitted to the City.
5. Meet with City staff to review electrical bids/proposal details such as company references; financial stability; pricing; pass thru fees; gross receipts tax; and other contract terms, etc.
6. Assist in making a recommendation of the proposals to City staff and/or answer any questions City staff may have during the decision making process. Make a presentation of findings to City staff and the City Council as needed.

7. Provide an analysis/comparison/assessment of prices, products and contract business terms of the City's electric provider(s) and work with the city attorney and other staff as needed to negotiate preferred business terms with electric provider(s).
8. Be available for presentations to City Staff or the City Council during the procurement of the energy contract and during the length of the contract with an energy provider(s).

B. The independent consultant will perform the following services during the term of the contract. (After the selection of the electric service provider(s) and during the term of the electric service provider(s) contract).

1. Evaluate the electrical consumption of the City and make recommendations to reduce energy consumption.
2. Analyze peak hours of electricity usage.
3. Monitor and audit utility bills on a monthly basis. Provide monthly electric utility bill audit analysis and yearly budget reports.
4. Provide technical support for energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform to SB 12, HB 3693, and any other state/federal requirements.
5. Assist with the addition and deletion of new buildings.
6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and deletions.
7. Make suggestions on how to reduce or consolidate the number of meters and meter cost at City's facilities.
8. Advise on energy reduction projects, demand response programs, and alternative energy projects for consideration by the City.
9. Make recommendations during construction projects, renovation projects, and City facility projects concerning possible energy reduction/cost-saving measures.

Section III- Statement of Qualifications – Required Information

A. Confirmation of Independence

1. In order to be considered for selection, all responders must have a section in their response package that addresses the issue of independence /conflict of interest.
2. Failure to address this issue will be cause for disqualification.
3. The following items will be reviewed and should be confirmed in the submittal:
 - a. The respondent or his/her firm does not engage in the sale of energy.
 - b. The respondent must disclose any potential conflict of interest(s) with participating in the recommendation of an energy provider.
 - c. The respondent and/ or his/her firm must show experience and knowledge of the industry in an independent manner outside of any retail energy provider(s).
 - d. The respondent and his/her firm must be willing to file a Form 1295 electronically with the Texas Ethics Commission if selected to provide these services.
 - e. **Attachment A** should be submitted in conjunction with this information.

B. Statements of Qualification submittals should address and document the following criteria:

1. *Documentation of relevant experience- (40 points):*
 - a. Experience in negotiating electricity contracts for counties, cities, schools, & other entities with at least a 2,000,000 kWh load; identify the entities you have done this work for.
 - b. List of 3 references with contact information where the proposed consultant has assisted in obtaining a retail electricity contract. **(Attachment B)**
2. *Documentation showing a capacity to perform- (35 points):*
 - a. Consultant should have a proven record in providing competitive assessment and procurement advisory services for the procurement of electricity.
 - b. Provide resumes on key personnel that have more than 3 years of experience working in deregulated energy markets.
 - c. Identification of who will be assigned to the City's account; include the qualifications; and agree to notify the City of any changes.
3. *A statement demonstrating a knowledge of rules, regulations, codes and other information- (15 points)*
 - a. Knowledge of utility rate schedules, TDSP tariffs.
 - b. Provide written information communicating your knowledge of rules, regulations, codes and other information.
4. *A statement demonstrating the understanding and capacity to bring suggestions and ideas for energy saving within the City energy use- (10 points)*
 - a. Identify some of the more traditional savings efforts you can coordinate with City.
 - b. Be able to propose other non-traditional ideas and/or efforts that may result in reduced energy consumption and/or reduced energy costs.

C. Additional information may be requested

1. Qualifiers may be asked to interview/present with the City's Evaluation Committee.
2. Any cost associated with the preparation of the RFQ's or for the interview process is the sole responsibility of the consultant.

Section IV- Price Consideration

A. General Services (as identified in Section II)

1. City requires that the independent contractor fees be paid through the retail electric provider contract.
2. City expects to negotiate a fee structure with the consultant after the consultant has been ranked by the City and after a complete list of deliverables is agreed upon.
3. Fees would be paid by the selected Retail Electric Provider after the contract is awarded and the accounts are switched to the selected provider.

B. Project Specific Services

1. For services beyond review and general advising related to specific projects not identified in Section II, the City will be charged as identified below:
 - a. Per a rate sheet established during initial contract negotiations.
 - b. Per a not-to-exceed agreed upon fee (totals cannot exceed what would be billed via the rate sheet identified in #1).

Attachment A

STATE OF TEXAS
COUNTY OF FORT BEND

AFFIDAVIT

The undersigned certifies that the RFQ information will be been carefully checked and submitted as correct and final and if RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon the conditions contained in the Contract.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared _____
who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP/RFQ submitted by _____
hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP/RFQ in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP/RFQ on, or to influence any person to RFP/RFQ or not to RFP/RFQ thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP/RFQ. The contents of this RFP/RFQ as to prices, terms or conditions of said RFP/RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP/RFQ.

Name and Address of Proposer:

Telephone number: _____

Fax number: _____

Signature
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF 20_____.

Notary Public in and for County State

THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ

Attachment B

RFQ Title: City of Fulshear – Energy Consultant Services

Proposer's Name: _____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP/RFQ.
THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: e-mail address: _____

Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: e-mail address: _____

Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: e-mail address: _____

Contract Period: _____

Scope of Work: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ



April 10, 2017

Sarah DeVon
Co-CEO and Founder
Mothership Energy Group
3773 Richmond Ave, Ste 555
Houston, TX 77046

Subject: RFP for Energy Consultant Services

We are pleased to submit a uniquely combined proposal from Mothership Energy Group & Incite Energy in response to your RFP for Energy Consultant Services. The attached document outlines our proposed approach to the project and addresses the information requirements that were outlined in the RFP.

With over 40 years of experience, our firms have the in-depth knowledge and resources to undertake this initiative on behalf of The City of Fulshear. In addition to the standard power procurement process, Mothership Energy Group has extensive experience in adding renewables, specifically solar, to customer portfolios while Incite specializes in Demand Response. Each of these services requires highly-qualified personnel and dedicated staff in order to maintain an exceptional level of customer service and account management. We feel that by collaborating, Incite & Mothership will be able to go above and beyond for The City of Fulshear, creating an energy ecosystem that will not only protect The City's bottom line, but also propel The City into the progressive biosphere of energy procurement.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

Sarah DeVon

Co-CEO and Founder

Mothership Energy Group, a Women-Owned Business Enterprise (WBE)



Section II – Statement of Work

A.

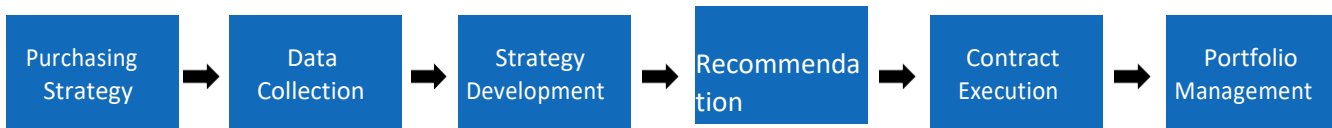
1.

Mothership Energy Group is constantly evaluating and updating our active supplier list. We examine credit ratings, customer service, ease of transaction and market presence when determining which suppliers to obtain price quotes. Our team will collaborate to create an electric procurement strategy including but not limited to the following:

- Refine objectives, preferences, constraints
- Perform load and tariff analysis
- Define future needs – add/delete of accounts, change in consumption, etc.
- Identify renewable preferences and opportunities
- Develop a customized strategy based on those needs
- Identify procurement opportunities

We match your objectives with projects from our network of development partners and suppliers. And we will be there the entire way – from analyzing your energy use to negotiating the final transaction and project management.

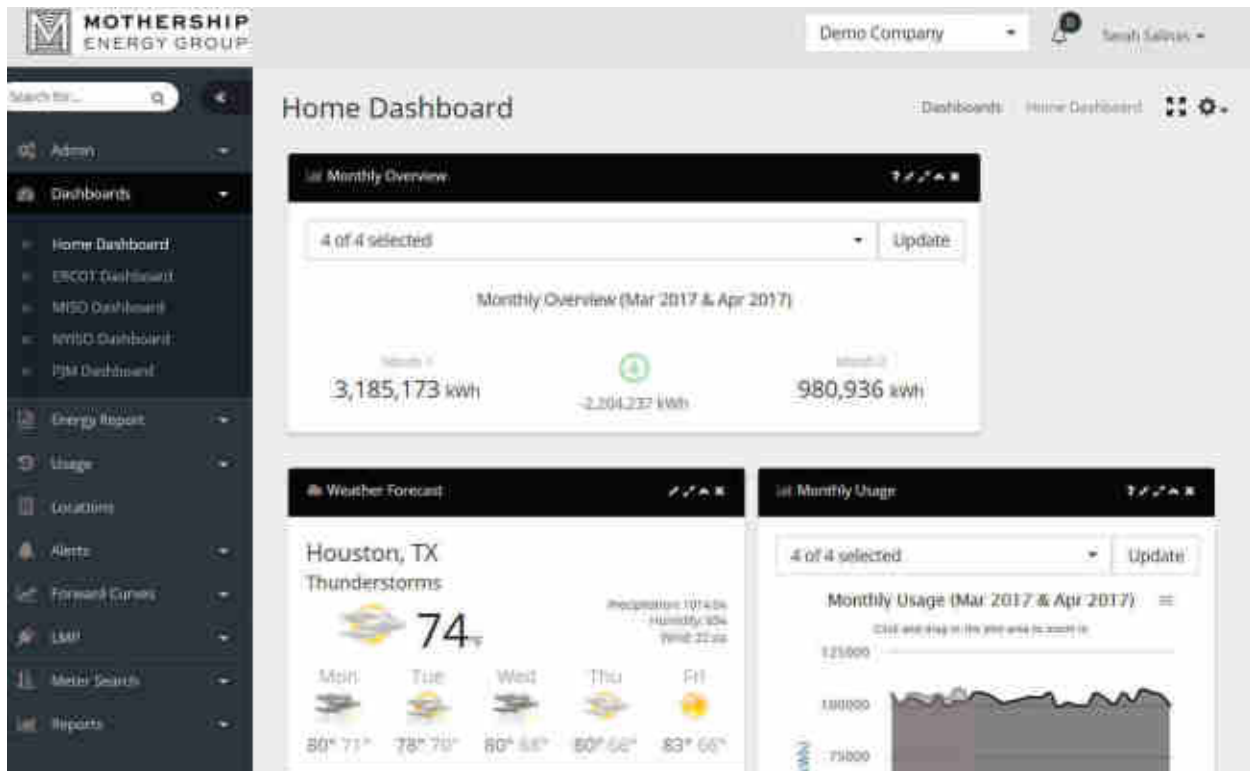
Procurement Process



2.

Mothership Energy Group will utilize our Energy Portal to review the current and past electrical billings for The City. The Energy Portal gives the City a customizable view into energy use and the overall grid energy use making it simple to identify cost saving and energy generating opportunities. The City of Fulshear can easily dig into the details of individual locations and see the big picture so you never miss out on saving and efficiency opportunities. Mothership Energy can lead your company to a data operations solution that:

- Streamlines all aspects of data and invoice collection, verification and payment
- Saves you money by catching billing errors and virtually eliminating late fees
- Collects the usage and load data needed for electricity, fuel and natural gas purchasing
- Reduces workload for your company's employees
- Prepares you for an audit by implementing a thorough process





3.

The Energy Portal will use the City's current electric bills to track energy contracts with providers, invoices, and bills in one place. This may be exported into an excel spreadsheet and easily customized.

Collecting invoices is one thing; organizing invoice data in a way that supports managing and buying energy is quite another. By effectively managing your data, Mothership empowers your company to make more informed, relevant energy and sustainability decisions.

Locations

Locations · Locations

Locations

10 records per page

Search:

Add Location

	SITENAME	ADDRESS	ADDRESS2	CITY	STATE	ZIP	METERS	STATUS
View Detail	Headquarters			Houston	TX	77046	2	Active
View Detail	Satellite Campus			Houston	TX	77046	2	Active

Showing 1 to 2 of 2 entries

Previous 1 Next

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4.

In deregulated markets, energy providers compete for your business giving your organization the opportunity to save on energy costs. Many businesses work with a partner that does not necessarily have your company's best interest in mind to negotiate and execute contracts. There are many different energy products, from fixed rate to variable and block and index. Mothership Energy Group will help The City choose the plan that fits the City's energy usage profile so it pays as little as possible.

Suppliers may embed meter, minimum usage, or other types of fees. Sometimes suppliers do not match your business to the right energy plan, causing you to pay more. With contract negotiation, you can get the best terms and avoid excess fees.

Mothership Energy Group stays with your business through the entire process and follows up to ensure accurate billing. We will handle any energy related issues that may arise during your contract term and pride ourselves on our portfolio management expertise.

Once your contract with your energy provider nears its end, you'll receive renewal alerts so that your contract does not switch over to more expensive month-to-month contracts.



5.

With a focus on accuracy and timeliness, Mothership can provide The City with the information needed but not limited to:

- Access key files quickly, online and in one place
- Measure the effectiveness of your efforts
- Inform key stakeholders
- Act on verifiable data

We provide top-notch service and use the latest technology to allow customers to efficiently and effectively manage energy consumption data and bill account information.



6.

We empower organizations to make informed, confident decisions based on our expertise in energy consulting. In an effort to guide your company through the complicated web of energy contracts, Mothership provides one-on-one, personalized education and explanation.

Instead of only using contract expiration dates as the single driver for energy procurement, we identify strategic sourcing opportunities by constantly monitoring market dynamics to identify the best possible purchase opportunities. Our proactive approach allows you to capitalize on energy opportunities before they disappear.

Our team will be readily available to meet with The City and lead it through the entire procurement and portfolio management process. From identification of the opportunity, through the bid process, to contract negotiation and execution, Mothership's team will provide the tools the City needs to make the most informed decisions and purchases. We issue clear, actionable recommendations that enable the City to act on opportunities.



7.

Our energy consulting experts review all responses and recommend the best option for The City based on key factors like pricing, contract terms, product structures and credit conditions. Mothership provides clear guidance, not just a list of confusing choices. When the City approves a recommendation, Mothership guides the transactional process and oversees all relevant legal documentation.



8.

Mothership Energy Group is headquartered in Houston, Texas at Greenway Plaza. Approximately 28 miles from The City, we are readily available to present to City Staff & City Council at a moment's notice.

Our normal business hours are from 7:00 a.m. CST to 5:00 p.m. CST. All calls received after 5:00 p.m. CST will be answered the next business day.



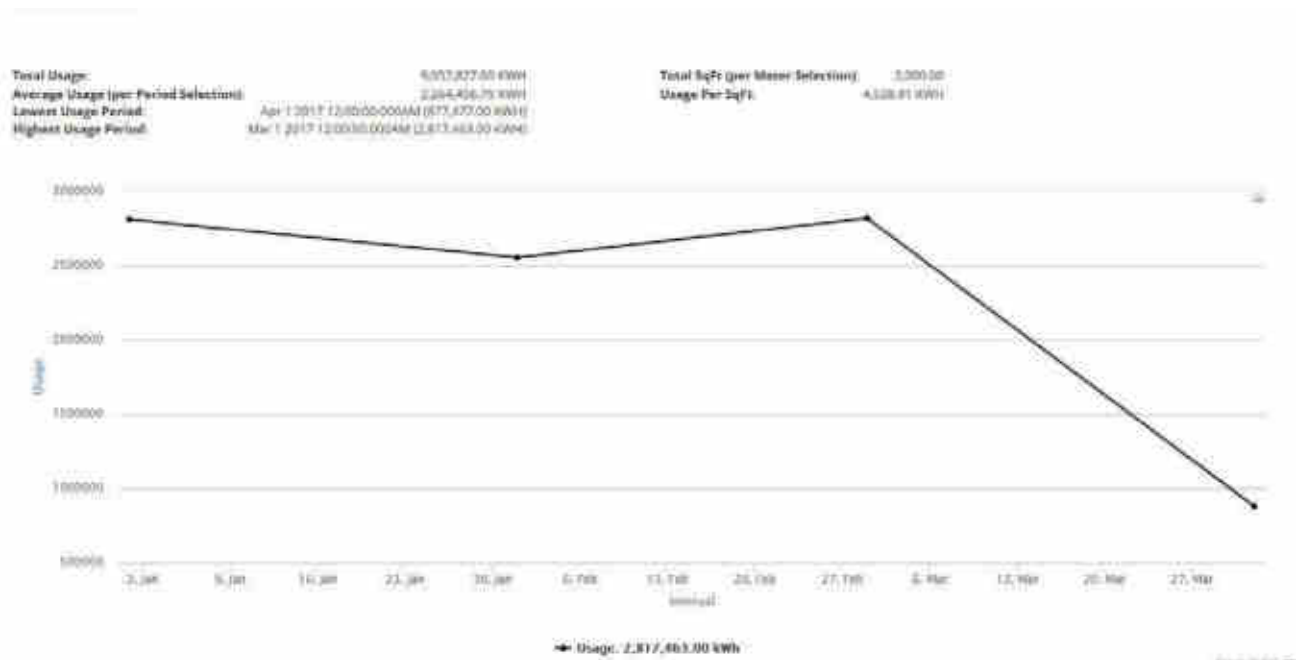
Section II – Statement of Work

B.

1.

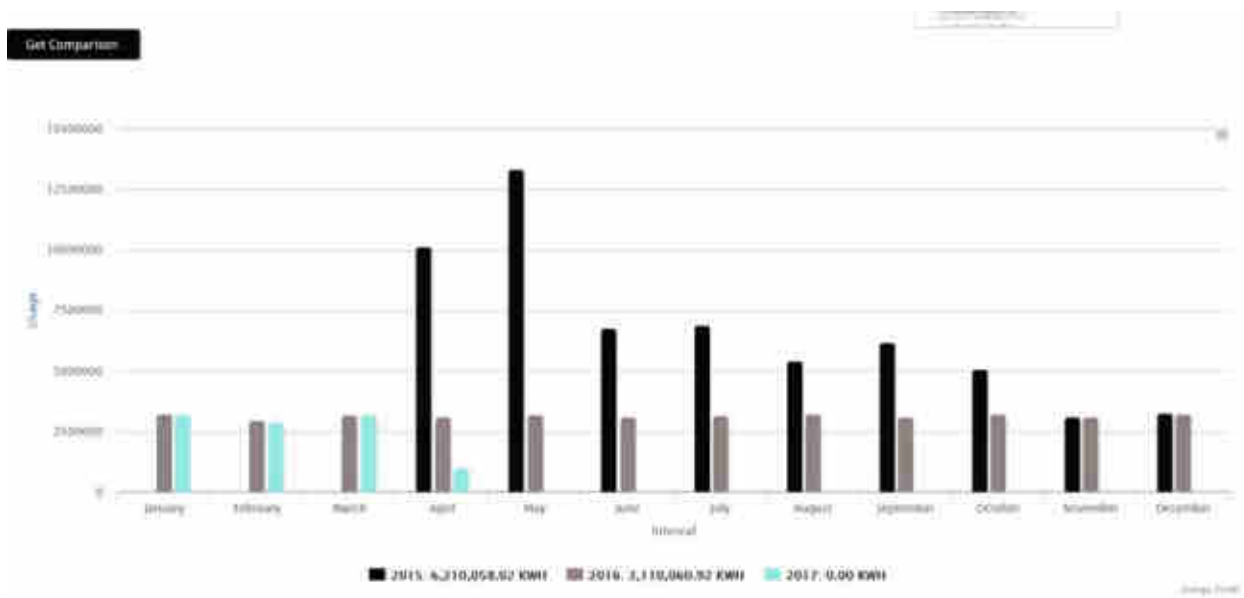
The Portal will provide The City with the capabilities to manage all of your facilities electrical consumption from one single location. Mothership will use this technology to compare your current and historical energy demand and costs. This gives us the capabilities to identify anomalies, quickly see spend, check market conditions, and notify team members of status changes.

- Historical Consumption Patterns can be shown hourly, monthly, annually.





- Historical Consumption comparisons.

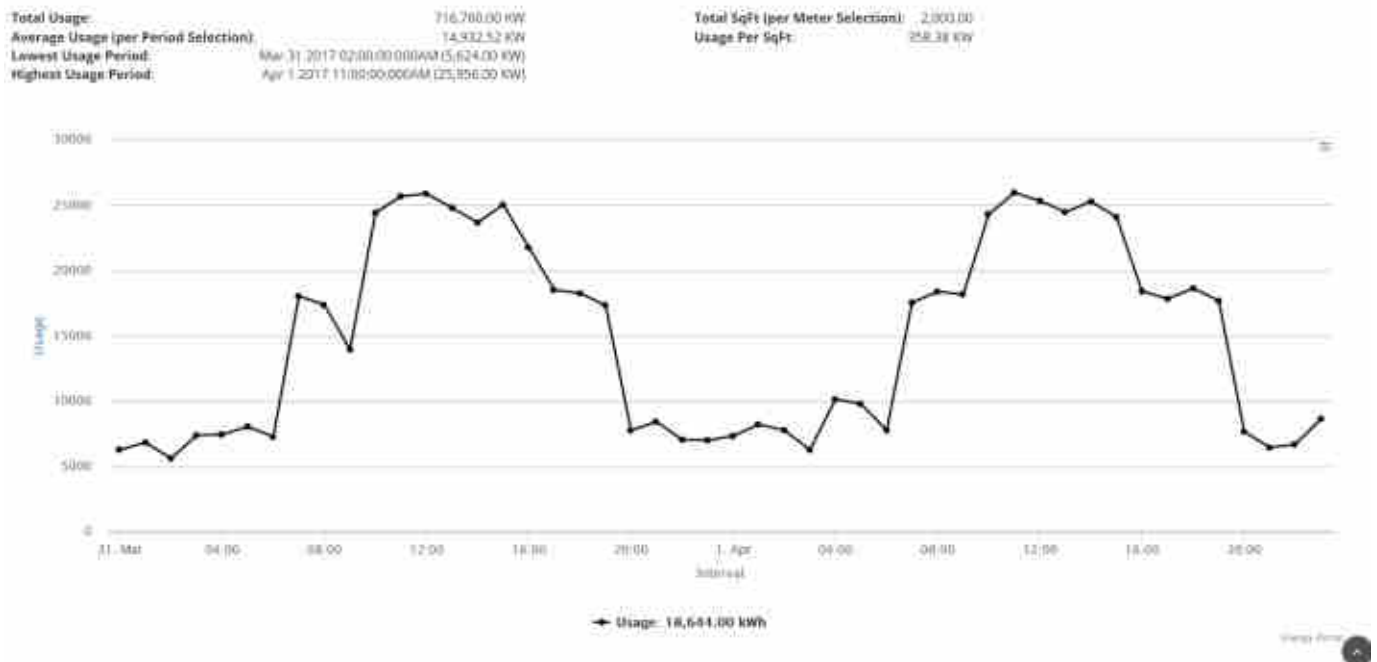




2.

Mothership will analyze the City's peak hours of electricity usage using The Portal. This will help Mothership inform The City of critical peak incidents that could improve The City's utility charges.

- Analyze hourly consumption to determine peaks.





3.

The Energy Portal will allow The City to pay and audit their bills monthly. This is a service The City can self-perform or have their energy consultant handle.

4.

Mothership is continuously monitoring the fundamental and technical factors influencing the wholesale markets in each area across the country. Mothership understands each client's specific load profile and its impact on delivered pricing, utilizing this knowledge to obtain pricing that meets the facility-specific needs and risk profile.

Mothership has helped customers implement energy efficiency measures such as lighting retrofits, solar daylighting options, energy audits, and demand response.

Mothership has worked with SECO (State Energy Conservation Office) which helps administer funds and we are experienced in working with various reporting requirements.

In addition to working with the requirements of HB3693/SB-12, Mothership has experience helping schools secure the Ch-313 credits for renewable energy installations.

- i. More info on Ch 313: <http://blogs.edf.org/energyexchange/2013/05/16/texas-legislature-update-chapter-313-and-texas-wind-production/>

5.

Your energy consultant will assist with any addition and or deletion of meters. We will work with the utility to install or remove meters and will contract any new construction under a competitive temporary power contract.



6.

Unlike utilities, unregulated suppliers operate in a competitive market without a guaranteed rate of return. Suppliers cannot simply pass along the costs of system upgrades, like a sophisticated billing process. As a result, supplier invoices in deregulated markets often contain more, larger errors than utility invoices.

Mothership's utility bill auditing service identifies and resolves invoice errors by verifying the official invoice charge against our independent recalculation of the charge.

If this process reveals a billing error, a Mothership energy consultant immediately resolves the issue on your behalf. We also work to prevent future errors by proactively communicating with utilities and suppliers to resolve common issues.

7.

Mothership's team will manage energy efficiencies, in real time, across facilities. This includes an overall assessment of The City's entire meter portfolio with the local utility.

8.

Mothership is uniquely positioned to provide demand response systems with our partner Incite Energy. Please see the attached Demand Response information to better understand our Demand Response Program and Renewable Procurement strategies.

9.

Our team has a strong reputation of being responsive, easy to work with and for putting our clients' needs first. Our approach to procurement and account management ensures our goals and incentives are transparent and aligned through the term of the commitment. We will continue to analyze The City's consumption, projects, opportunities and overall strategy.



Section III – Statement of Qualifications



Confirmation of Independence

Mothership Energy Group has reviewed the Confirmation of Independence section and confirms that:

- a. We do not engage in the sale of energy
- b. We have no conflict of interest with participating in the recommendation of an energy provider
- c. We have years of experience and knowledge of the industry as independent consultants outside of any retail energy providers.
- d. We are happy to file a Form 1295 electronically
- e. Attachment A is in section 4 of our response



Statement of Qualification

Experience:

- a. Mothership Energy has worked with school districts – such as Crowley ISD to procure and project manage an onsite solar project of 3MW. We have worked with Universities such as Rice University to develop a renewable strategy and we have procured large commercial electricity contracts with customers such as Cherry Companies. Cherry has a large load with multiple meters and constant add and deletes of new locations.



Attachment B

RFQ Title: City of Fulshear – Energy Consultant Services

Proposer’s Name: Mothership Energy Group

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP/RFQ. *THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ.*

REFERENCE ONE

Government/Company Name: Cherry Companies

Address: 6131 Solenksy, Houston, TX 77048

Contact Person and Title: Don Braddock

Phone: e-mail address: 713-209-8344; don@cherrydemolition.com

Contract Period: 2005 – Present

Scope of Work: Power procurement, DR service, account management (add/delete multiple meters), energy auditing, mobile solar solutions

REFERENCE TWO

Government/Company Name: City of Garland

Address: 200 N Fifth St, Garland, TX 75040

Contact Person and Title: Dan Bailey, Director of Energy Services – Andrew Barth is the account manager

Phone: e-mail address: 972-205-2203

Contract Period: Current

Scope of Work: Provide DR services behind regulated utility.



REFERENCE THREE

Government/Company Name: Rice University

Address: PO Box 1892, Houston, TX 77251

Contact Person and Title: Richard Johnson, Director Admin Center
for Sustainability and Energy Management

Phone: e-mail address: 713-348-5003; rrij@rice.edu

Contract Period: Spring 2015 – Winter 2016

Scope of Work: Maura Yates advised on renewable energy options &
also procured offsite solar hedge.

THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ



Capacity to Perform

- a. Mothership reviews your past energy invoices to identify current energy purchasing options and issues a Request for Proposal (RFP) to purchase energy for one of three reasons:
 - ✓ Market dynamics present an opportunity
 - ✓ Regulatory or supplier entrances/exits change options
 - ✓ Upcoming contract expirations require action

After your company indicates a willingness to participate in an RFP, Mothership sends the energy load to the supplier community using The Portal our proprietary, online e-procurement module. The Portal simplifies the RFP process, resulting in more price-competitive, accurate and timely energy bids. In an industry where time can make-or-break a deal, the ease of Mothership's energy procurement process improves the customer's bottom line. Mothership understands each client's specific load profile and its impact on delivered pricing, utilizing this knowledge to obtain pricing that meets the facility-specific needs and risk profile.

- b. Resumes – Attached Separately
- c. Sarah DeVon will be the point of contact for the City. She has over 14 years in the electricity and natural gas procurement space as a consultant and broker. Sarah works with clients to develop and implement innovative energy solutions. Andrew Barth will be the lead on Demand Response programs and Maura Yates will head up sustainability efforts.



Rules, Regulations, Codes

- a. By studying The City's historical invoices, our energy professionals gain an understanding of how your facilities use energy. Using this insight, we evaluate all tariff rate options to identify the lowest-cost solution. If we find that your facility does not qualify for preferred rates behind a particular utility, we recommend operational and capital improvements that will enable the site to access a more advantageous rate.

As The City grows and changes, we watch for shifts in energy usage patterns that could cause you to qualify for a different, more cost-effective rate. We look for ways to reduce your costs by closely monitoring opportunities or the introduction of additional utility rate options.

By maintaining close working relationships with local utilities, our energy professionals routinely learn about rate changes before they are officially announced and implemented. Mothership shares these insights with our clients to alert and prepare them for any correlated implications or opportunities.



Strategy

- a. Mothership Energy practices a strategic procurement strategy. This includes:
 - Purchasing based on the market and not just when a contract nears expiration.
 - Becoming a price setter instead of a price taker.
 - With Mothership's education and guidance, creating and managing a focused, risk management strategy specific to The City's needs.
- b. Non Traditional Ideas and Efforts is what we believe sets Mothership apart. Our solar and renewables team, headed by Maura Yates is second to none and will provide The City with unique, strategic opportunities, including but not limited to:
 - Onsite and Offsite Solar options like 'community solar'
 - Energy Audits and Lighting solutions
 - Renewable Energy Credit (REC) and Carbon Offsets
 - Sustainability-based curriculum
 - "All-green" employee offers

We use a variety of tools, from simple to complex, to help you meet your sustainability goals.



Solar

In addition to our standard retail supply and demand response services, Mothership Energy Group provides our customers with access to multiple renewable energy solutions that are tailored to meet their goals. Some of these options include evaluating options that are quick and simple to incorporate, like purchasing renewable energy credits (RECs) for the retail supply, all the way to more visible, community-based solutions like onsite and offsite solar. Mothership helps our customers (1) understand the economic benefits of incorporating renewable energy, like solar and wind; (2) evaluate net metering and other solar programs; (3) conduct an RFP to identify potential solar installation partner(s); and (4) perform solar contract evaluation to ensure that the renewable energy is performing to the contracted specifications.

Plus, we'll work with various retail electricity providers (REPs) to ensure that the supply product for City of Fulshear incorporates all the benefits and conditions needed to incorporate solar. For example, we'll make sure the Material Adverse Change (MAC) and "swing" allowances in the supply contract are modified to account for the impact solar may have and to ensure the City of Fulshear isn't penalized.

If the City of Fulshear seeks to purchase RECs for their retail energy supply rather than install solar, Mothership will work with local and national renewable energy developers to procure cost-effective Green-E certified RECs.



Demand Response

Incite Energy, LLC is pleased to present the following RFP for consideration by The City of Fulshear, which herein will be referred to as The City.

Through the RFP process, Incite has come to recognize The City's unique needs as a consumer, and the short and long term goals The City hopes to achieve through the implementation of various energy initiatives. Incite believes that we possess the capabilities, expertise, and tools to be an ideal partner to assist The City in exceeding your goals.

Incite Energy's streamlined demand response process involves a turnkey experience that has allowed Incite to become an industry leader in competitive bidding, event notification, and service. This process is especially effective when managing customers with high meter counts and/or large volumes coupled with unique product structures.

We maintain a direct line to all parties involved, and Incite Energy is committed to assigning an internal team to manage all facets of the RFP. We will remain your single point of contact throughout this process and beyond. If there are items that need to be addressed, you will have a direct line of communication to Incite Energy. In the following response, you will see how Incite Energy is uniquely positioned to earn your business as a valued partner, as well as supplier options that are the best fit for The City.

SARAH SALINAS DEVON

Houston, Texas

(832) 630-8453

sarah@mothershipenergygroup.com

PROFESSIONAL EXPERIENCE

MOTHERSHIP ENERGY GROUP – Houston, TX

Jan 2017 – Present

Co-CEO and Founder

- Group of women-owned energy solutions companies providing advisory, consulting and analytical services for energy management, with a focus on low-carbon technology solutions such as solar, wind and battery storage.

SOLAR CITY – Houston, Texas

Jan 2016 – Jan 2017

Project Development Manager

- Sales of large-scale (1 MW+) solar PV systems to public sector and commercial customers.
- Worked as the sole developer for the entire state of Texas.
- Prepared and developed proposals, feasibility studies and RFP responses.
- Conducted site evaluations for potential customers.
- Worked with finance to model system economics for prospective projects.
- Worked as an ambassador of solar to the Texas market, which included educational seminars and outreach programs.
- Achieved 100% of sales goal

UNIFIED ENERGY SERVICES, LLC. – Houston, Texas

2009 – May 2015

Senior Energy Consultant, Vice President of Sales

- Facilitated the execution of supply agreements in all deregulated states.
- Developed and managed channel partner sales initiatives and programs across all US territories.
- Implemented diversified understanding of the sales, business development, operations and training aspects of the business.
- Managed supplier relationships as liaison between Unified Energy and Retail Energy Suppliers.
- Developed criteria for sales goals and responsible for employee evaluations.
- Interviewed, hired and trained new employees.
- Engaged Third Party organizations and negotiated channel partner agreements for Mass Market Sales.
- Evaluated and negotiated broker agreements from suppliers.
- Senior “closer” for channel partners.
- Designated Sr. Sales person for all RFP responses and presentations.
- Achieved 112% of 2014 sales goal.
- Achieved 107% of 2013 sales goal.

CHOICE! ENERGY SERVICES

2004 - 2009

Senior Energy Consultant

- Develop and maintain local, regional and national customer accounts.
- Identify and evaluate new market opportunities.
- Recommend, obtain and manage the execution of electricity and natural gas supply contracts.
- Manage and support over 200 accounts on a day-to-day basis.
- Implemented a third party small commercial sales program to drive revenue in markets outside of ERCOT.

- Received 2005, 2007 & 2008 Outstanding Achievement in Sales Award.
- Responsible for ordering office supplies and negotiated copier, phone and internet contracts for office.

SUPERBOWL XXXVIII HOST COMMITTEE
Sales Intern

2003 - 2004

EDUCATION

Bachelors of Science in Sociology – University of Houston

ORGANIZATIONS

The Energy Professionals Association (TEPA)
The Latin Women's Initiative

MAURA YATES

Maura@MothershipEnergyGroup.com 602.882.9631 (m)

WORK EXPERIENCE

MOTHERSHIP ENERGY GROUP LLC

Co-CEO, Co-Founder

Houston, Texas

January 2017- Current

- *Creators of an Energy Solutions Ecosystem*
- Boutique group of women-owned energy companies providing renewable energy brokering and consulting services, focusing primarily on the strategic integration of onsite and offsite renewables into retail commodity power transactions

MP2 ENERGY LLC

Vice President, Sustainable Solutions

The Woodlands, Texas

April 2014- November 2016

- *Innovative Deal Origination & Structuring*
 - Structured first full retail net-metering landmark deal and exclusive partnership with SolarCity for ERCOT
 - Originated structured, and contracted over 3.5 TWh of integrated retail supply & DG solar deals in ERCOT for landmark Ft. Hood military base with wind & solar integration into 7-yr retail hedge
 - Originated first two widespread offsite retail Community Solar partnerships and deals in ERCOT
 - Originated multiple 10-year long-term retail off-take agreements in ERCOT (typical term is 3-years) with solar integrated into retail supply hedge
 - Structured R.E.P. "white label" solar product to enable solar companies to "look like the utility and provide 24x7 firm power" with their solar contract
 - Structured creation of sub-REP and sub-QSE entities with ERCOT
 - Originated solar off-take agreements for SMU and Rice University with supporting off-take from WalMart (TRE)
 - Designed and launched MP2 Energy's 'Solar for Schools' program
 - Worked on all "100% Renewable" retail electricity deals MP2 structured between 2014-2016 including corporate 100% REC" retail commodity long-term deals, including asset-specific and market-based REC deals for school districts, datacenters, manufacturers, and residential consumers
 - Over \$10M in gross margin sold in 2016 alone with new deals organically originating daily off those same structures
- *Leadership & Operational Support*

Developed company strategy for integration of solar into retail supply solutions for customers, including residential, commercial and industrial, and public entities (schools, Department of Defense, and local government entities)

Led company exploration and expansion into residential ERCOT market

Developed company training and education material on renewables, with focus on solar

SUNEDISON

Director, Government Affairs for the Western U.S.

Denver, Colorado

February 2012 - March 2014

- *Innovative*
 - Responsible for all regulatory and legislative affairs in 15 states (interior western US); 6 states as primary focus including
 - Successfully passed legislation in New Mexico and Texas, relating to revised ad valorem tax methodologies for renewables; favorably led industry team on FERC PURPA Qualified Facilities dockets to increase avoided cost calculations in Utah, Idaho, Minnesota, and Texas. Ultimately led to over 500 MW of SunEdison contracted assets.
 - Author of various regulatory filings in Colorado, New Mexico, Utah, Minnesota, Arizona, Texas, and Idaho Portfolio Standard (RPS) and Value of Solar projects and dockets, including REC-models and valuation reform
 - Enabled over \$1B in projects to be financed by Sun Edison; protected over 1 GW portfolio of solar & wind assets
- *Leadership & Operational Support*
 - Led internal multi-unit efforts to quantify near and long-term market opportunity (MW and revenue) for Resi/Small Commercial, DG, and Power Origination sales teams
 - Led internal company efforts for the "Women In Leadership" initiative's *Business University*, aiming to bring continuing education and training opportunities to employees to facilitate work-life integration. Effort including integration into company LMS system and coordination across Solar Materials and Solar Development
 - Chaired SEIA-Texas policy team of ~20 companies

**ARIZONA PUBLIC SERVICE ("APS") COMPANY
Renewable Energy and Finance**

Phoenix, Arizona

January 2010 -February 2012

Resource Program Planning (RPP) Strategic Consultant (August 2011- February 2012)

- *Strategic Resource Planning for Customer-based Renewable Energy Programs*
 - Designed **APS's Schools & Government Program** resulting in over 50 MW of solar installed on school facilities, and designed/managed the **Qualified & Trained Solar Installer Programs** which trained over 1,000 solar installers and

- explored partnership opportunities with The Apollo Group, Solar Energy International, and Phoenix-area community colleges, and all other DG programs designed in the 2010-2011 APS program. Installed over
- Designed and implemented APS' REC-based incentive program whereby APS purchased all rooftop DG RECs from solar owners in exchange for a market-based incentive ---both upfront and production-based incentives provided
- Provide regulatory support and architecture for the advancement of strategies that deliver customer, ratepayer, and shareholder value, including rate modernization strategies such as decoupling
- Responsibilities include the generation of the RPP Business Plan that identifies the mission, vision, objectives, strategies and tactics of the new RPP group
- Conduct extensive studies on market and technical potential for customer-sited resources that pioneers new sensitivity analyses (ie load profile and opportunities of a DG customer v. non-DG customer)
- Led internal and external stakeholders through five year strategy sessions used to demonstrate the connectivity of various initiatives to address PV system integration concerns identified by the Business
- *Leadership & Operational Support*
Managed internal multi-division team of up to 8 people and immediate responsibility for up to 3 individuals, including analytical and technical roles

Distributed Energy (DE) Program Design Consultant (January 2010-August 2011)

- *Innovative Customer-based Program Design*
 - Lead on the design of APS 's DE program for residential and non-residential programs, exceeding Regulatory standards for the first time since program inception.
 - All REC-based programs were designed to meet growing customer-demand for clean-energy which required innovative program design and 'packaging' into rate-design or other customer-retention strategy
 - Designed five year strategic roadmap for APS's DE deployment which included coordination with over 60 internal stakeholders
 - Author of strategy for incentive reductions and funding levels
 - Provide on-going support to implementation and regulatory teams, including response to Commissioner and stakeholder data requests American delegate to Italy in SEPA 2011 Fact Finding Mission: Italy

STANDARD RENEWABLE ENERGY

Renewable Energy and Energy Efficiency

Southwest Region Manager (2008-2009) Boulder, Colorado & Phoenix, Arizona October 2006 - December 2009

- *Strategic Market Expansion, Leadership & Operational Support*
 - Wrote business plan and opened all operations for the Company in the southwestern US with "skeleton" crew
 - Opened southwest headquarters in Phoenix, Arizona
 - Direct management of over 25 individuals, with total office management of over 50 regional individuals
 - Oversaw all regional responsibilities for residential and commercial HVAC, insulation, energy audit, window film, roofing, and solar sales, design and installation divisions
 - Recognized over \$1.2M in quarterly sales within nine months of initiation of operations
 - Responsible for \$6M P&L
 - Deployed over two megawatts of residential and small commercial solar installations in the first twelve months

Sales Manager (2006-2007)

Managed a sales team of 12 individuals, as well as Home Depot Solar Program for Colorado

Worked closely with marketing department to refine communication and outreach efforts to ensure clear messaging

EDUCATION

4.02 GPA

Pursued a dual degree in Plant Ecology and Hydrology

Ohio University (Athens, Ohio)

Arizona State University (Tempe, Arizona)

OTHER AWARDS & ACTIVITIES

Top 50 Smart Grid Pioneer (2015)

Voted one of the top 50 Smart Grid Pioneers of 2015 by *Smart Grid Today* for innovative programs and contracting at MP2 Energy

APS Chairman's Award Recipient (2010)

GRACE SALINAS
832-359-3122
grace@mothershipenergygrop.com

STRENGTHS

- ✓ Team player, initiator and contributor. Strong leadership abilities.
- ✓ Exceptional organizational, interpersonal, listening and motivational skills.
- ✓ Solid written & oral communication skills. Confident and proactive public speaker.
- ✓ Ability to work accurately, effectively and constructively in a multi-tasking, fast-paced environment under pressure.

EXPERIENCE

Mothership Energy Group

Jan 2017-Present

Boutique group of women-owned energy companies providing renewable energy brokering and consulting services, focusing primarily on the strategic integration of onsite and offsite renewables into retail commodity power transactions.

Director of Operations

- Oversee engineering and implementation of CRM systems and customer management tools
- Create seamless business processes to efficiently communicate information to customers and channel partners
- Maintain strong relationships with Mothership's vendors to ensure clients receive exceptional customer service
- Resolve customer service issues in a timely manner and communicate updates to customers effectively

Champion Energy Services, Houston, Texas

Feb 2011-Aug 2013

Retail Electric Provider – Texas, Pennsylvania, Illinois, New Jersey, Ohio

Originator – Indirect Sales ERCOT

- Provide strategic energy planning methods to energy consultants working in deregulated energy markets located in Texas, Illinois, Pennsylvania, Ohio, and New Jersey.
- Relay front-line origination data to commodity risks team in order to develop product structures to meet customers' needs
- Coordinate, review and assist in drafting transaction documents that accurately reflect deal structures and negotiate terms with customer
- Coordinate pricing, legal, credit, accounting, risk management, and trading groups to ensure transactions are analyzed correctly and executed on a timely basis.
- Establish professional relationships with third party sales channels

**StarTex Power, Houston, Texas
2011**

November 2009-Feb

Retail Electric Provider – Texas

Broker Liaison & Direct Sales Representative

- Establish and entertain professional relationships with third party sales channels
- Provide standard and custom pricing for small and large commercial customers
- Establish and maintain strong customer relations through direct sales
- Process all contracts for direct and indirect sales
- Track and record commission payments for 3rd party agents
- Provide account management and customer service for commercial customers

Edge Energy, LLC, Sugar Land, Texas – subsidiary of Choice Natural Gas,

June 2009-October 2009

Offers natural gas fixed-price swaps and options brokerage services. Company started June 2009

Natural Gas Derivatives Broker

- Quote natural gas options
- Maintain strong customer relations
- Add value and efficiency for clientele through market intelligence
- Data entry and account management for senior brokers
- Managing day to day duties and challenges associated with a startup company

Choice Natural Gas, LP, Houston, Texas

August 2008 – May 2009

Leading North American over-the-counter institutional energy brokerage firm. Principal products include natural gas options and derivatives.

Data Entry, Customer Account Management

- Enter all natural gas options trades to clearing houses NYMEX or ICE

- Account for all trades and customer account updates
- Enter all trades into EOX, an in-house clearing program that clears natural gas futures, swaps, and options

**Colomb Family, Paris, France
2008**

October 2007 – August

French family living in Paris, France with three children, ages 9, 11, and 14.

Au Pair

- Responsible for the transportation of children to and from school as well as to all extracurricular activities and other appointments (i.e. doctor, orthodontist, dentist etc.).
- Checking over and assisting with any English schoolwork.
- Assuming the position as guardian for the children during father's business trips as their mother lived separately.
- Taking classes weekly at a local institute to learn the French language.

Mickey Leland Energy Fellowship Internship Program, Freeport, TX

June 2004-August 2004

A minority student internship program for biology and engineering majors meeting strict qualifications which include GPA and interview skills.

Biology Intern

- Researched and developed the design of an osprey tower to improve wildlife habitat.
- Worked with contractors and utility companies to coordinate construction of the tower.
- Applied money management and negotiation skills in order to obtain materials and labor for construction of the osprey tower on a strict budget.
- Developed technical report on this project and presented to Department of Energy management during Mickey Leland Internship Technical Forum.

EDUCATION

University of Houston-Downtown

- Pursuing International Business Degree, Houston, TX 2009-2013

Texas State University at San Marcos, San Marcos, TX, 2004-2007

- Pursuing Business/Marketing degree

University of Texas at San Antonio, San Antonio, TX, 2003-2004

- College of Science
- Presidential Dean's List

ACTIVITIES

San Antonio Spurs Silver Dancers - NBA Dancer, San Antonio, TX www.spurs.com

August 2005-September 2007

- Performed many charity appearances around the community including visiting wounded soldiers, distributing food at the San Antonio Area Food Bank, and more.
- Named by choreographer and other Spurs' administrators as Silver Dancer of the game three times in the 2005-2006 season. This is awarded to team members who show great citizenship and dedication to the team.
- One of 5 chosen team members to travel to Hong Kong promoting the NBA abroad.

Calin T. Brammer

calin@mothershipenergygroup.com • (781) 589-1959 • www.linkedin.com/in/calinbrammer

EDUCATION

Columbia University, Earth Institute

New York, NY

Masters of Science in Sustainability Management

December 2015

- Selected coursework: Financing Renewables, Distributed Energy Economics & Policy, Energy Markets, U.S. Energy Policy

Emory University, Goizueta Business School

Atlanta, GA

Bachelors of Business Administration (BBA)

May 2010

EXPERIENCE

Mothership Energy Group

Houston, TX

Business Development

March, 2017 - Present

Mothership Energy Group is a boutique group of women-owned energy companies providing renewable energy brokering and consulting services

- Interface with renewable project developers to cultivate relationships and identify opportunities to sell offtake
- Interface with trade shops, hedge funds and other market participants to create and execute innovative retail commodity power transactions
- Perform quantitative modelling to support retail rate design and wholesale pricing strategies

SunPower

San Francisco, CA

Origination & Development Associate, U.S. Power Plants

2016 – March, 2017

SunPower is a vertically integrated solar PV project developer operating in the Residential, C&I and Utility market segments

- Maintained project financial models to set PPA pricing and optimize economics under a variety of financing structures
- Interfaced with wholesale energy offtakers to understand customer needs and cultivate relationships
- Managed CAISO interconnection process for over 1 GW of queue positions
- Performed private and federal land acquisition for large scale utility solar projects
- Led local, state, and federal environmental permitting efforts for California development projects

MP2 Energy

The Woodlands, TX

Senior Energy Analyst

2015

MP2 Energy is a retail electricity provider specializing in offering innovative solutions to customers in the ERCOT and PJM markets

- Interfaced with brokers, developers and customers to craft customized renewable and traditional energy offers for school, government and commercial clients
- Structured and priced offtake agreements for community solar projects in partnership with developers
- Built a model to optimize retail energy rates for residential solar customers in a newly designed net metering program
- Assisted in the creation and implementation of support products for renewable generation (e.g., solar shape firming, performance based incentives, etc.)

Capgemini Consulting

Atlanta, GA

Senior Consultant (Selected projects below)

2010 –2014

Capgemini Consulting is the management consulting unit of Capgemini Group specializing in strategy and process consulting

National Lumber Distributor – Finance Function

- Led a project to increase the effectiveness of finance, planning and accounting processes
- Managed a team of two to conduct requirements gathering workshops, design optimized processes, and identify best-fit software add-on solutions
- Developed business cases and implementation plans for strategic and tactical initiatives to achieve future state

Fortune 100 Consumer Packaged Goods – Sales Function

- Led a project to develop an integrated sales and account management system to improve customer facing capabilities
- Managed project plan, conducted requirements gathering interviews, benchmarked current operations, and designed optimized processes leading to an opportunity to increase frontline sales customer facing time by over 25%

ADDITIONAL INFORMATION

Certifications: Lean Six Sigma Green Belt

Skills: Highly proficient in MS Office, Tableau Data Visualization

Interests: Triathlon, Road Races, Scuba Diving, Hiking, Cello, Bonsai Cultivation

ADVISOR AND BROKER SERVICES AGREEMENT

This Advisor and Broker Services Agreement (this “**Agreement**”), made and entered into and effective as of this [] day of [], 2017 (the “**Effective Date**”) by and between Mothership LLC d/b/a Mothership Energy Group, having its principal office at 3773 Richmond Avenue, Suite 555, Houston, Texas 77046 (“**Mothership**”) and City of Fulshear, having its principal office at 30603 FM 1093 West, Fulshear, Texas 77441 (“**Fulshear**”). Mothership and Fulshear are also referred to herein individually as a “Party” and collectively the “**Parties.**”

WHEREAS, Mothership is a designated Women and Minority Business Enterprise (“WMBE”) and provider of energy management, procurement, advisory and related services with special expertise in the procurement of renewable energy;

WHEREAS, the City of Fulshear is a municipal entity that consumes electricity and is seeking professional advisory services to assist with the procurement and delivery of electricity for its facilities along with other consulting services related to energy conservation and alternative energy options;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

COMMERCIAL TERMS

1. General Responsibilities.
 - a. Mothership Responsibilities: Mothership shall provide professional electricity consulting services related to the procurement and delivery of electricity for Fulshear facilities (“Procurement Opportunity”) along with other consulting services related to energy conservation and alternative energy options (the “Services”). The Services to be provided by Mothership are further detailed in Exhibit A.
 - b. Fulshear Responsibilities: Fulshear shall provide in a timely and professional manner, assistance, cooperation, complete and accurate information and data, and other resources requested by Consultant to enable it to perform the Services. Prior to providing any information and data to Consultant, Company shall ensure that it has adequate permission and authority to do so.
2. Compensation and Payment.
 - a. Advisory Fees. Unless otherwise amended by Parties, Mothership will be paid an Advisory Fee (“Advisory Fee”) by the third-party vendors providing the Procurement Opportunity and Service obligations for which Mothership has consulted and advised Fulshear to procure. For retail electricity, the Advisory Fee paid to Mothership by the awarded Retail Electricity Provider (“REP”) will be paid per kWh of Fulshear electricity consumption during the term of the Procurement Opportunity contracted with the REP.
3. Exclusivity.
 - a. Fulshear hereby appoints Mothership as the exclusive agent for the limited purpose of requesting and receiving any and all information concerning, but not limited to, historical usage, metering data, billing histories, contract documents, pricing, rates, tariffs, riders, other utility-related services, and negotiating beneficial contract terms with suppliers on behalf of Fulshear for electricity and or natural gas service as applicable.
4. Relationship of the Parties.
 - a. This Agreement does not create, nor shall it be deemed to create, any type of joint venture, partnership, employment, franchise or similar relationship between the Parties, nor shall this Agreement or the relationships established hereunder be deemed to give rise to any fiduciary obligation on the part of either Party. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith, except as otherwise set forth in Section 3.

5. Term & Termination.

a. Term.

i. The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date, unless terminated earlier in accordance with the provisions contained in this Agreement (the "Initial Term"). This Agreement shall automatically renew for up to two (2) additional one-year (1-year) periods (each such one-year period a "Subsequent Term" and the Initial Term and all Subsequent Terms, the "Term") until one Party gives the other Party thirty (30) days' prior written notice of termination.

b. Termination.

i. This Agreement may be terminated upon the occurrence of any of the following:

1. the mutual written consent of both Parties;
2. by either Party, by delivering written notice to the other Party, if the other Party becomes subject to any bankruptcy law and/or if the business of the other Party is placed in the hands of a receiver, or trustee in bankruptcy, whether by voluntary act of such Party or otherwise; or
3. by either Party, by delivering written notice to the other Party, if the other Party breaches a material provision of this Agreement, which breach is either not cured within 10 days after receipt of notice from the non-breaching Party or is incapable of being cured.

6. Representations and Warranties.

a. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of this Agreement and throughout the term of this Agreement that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; Mothership specifically represents that it has established and maintains valid agreements for services between Mothership and its employees and contractors for services provided to Mothership; (iii) that it will conduct its business with the highest degree of honesty and integrity; and (h) it has read this Agreement and fully understands its rights and obligations under this Agreement.

7. Confidentiality.

a. In the course of the Parties conducting business, both Parties will disclose proprietary and confidential information to each other. For the avoidance of doubt, neither Party shall disclose, unless authorized in writing by the other Party, any of the Intellectual Property owned or controlled by the other Party except in order to comply with any applicable law, order, regulation or exchange rule; provided, each Party will notify the other Party of any proceeding of which it is aware of that may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages.

8. Notices.

a. Notices shall be sent to the following:

Entity Name	City of Fulshear	Mothership LLC
Attn:	CJ Snipes & Brant Gary	Sarah DeVon
Address	30603 FM 1093 West Fulshear, Texas 77441	3773 Richmond Ave, Ste 555 Houston TX 77006
Telephone:	281-346-1796	(346) 571-2847
E-mail:	cjsnipes@fulsheartexas.gov bgary@fulsheartexas.gov	Sarah@MothershipEnergyGroup.com

- 9. Miscellaneous.
 - a. Publicity. Any publicity, advertising or other form of public announcement relating to this Agreement shall not be released by either Party without the prior written approval of the other Party.
 - b. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws or principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names as of the day and year first above written.

MOTHERSHIP LLC

CITY OF FULSHEAR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Detailed Scope of Services

Mothership will assist the City with the following:

1. Assist in the development of all required documentation necessary to obtain price quotes from Retail Electric Providers (REPs) for the procurement of electrical power to the facilities operated by the City prior to the current contract expiration.
2. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to the City of Fulshear.
3. Compile data from the City's electric bills on a customized excel spreadsheet for energy quote comparison.
4. Assist in the review/evaluation of the bids and/or proposals for delivery of electricity to City of Fulshear facilities, which includes reviewing all quotes and contracts submitted to the City.
5. Meet with City staff to review electrical bids/proposal details such as company references; financial stability; pricing; pass thru fees; gross receipts tax; and other contract terms, etc.
6. Assist in making a recommendation of the proposals to City staff and/or answer any questions City staff may have during the decision making process. Make a presentation of findings to City staff and the City Council as needed.
7. Provide an analysis/comparison/assessment of prices, products and contract business terms of the City's electric provider(s) and work with the city attorney and other staff as needed to negotiate preferred business terms with electric provider(s).
8. Be available for presentations to City Staff or the City Council during the procurement of the energy contract and during the length of the contract with an energy provider(s).

Mothership will perform the following services during the term of the contract. *(After the selection of the REP) and during the term of the REP contract.*

1. Evaluate the electrical consumption of the City and make recommendations to reduce energy consumption.
2. Analyze peak hours of electricity usage.
3. Monitor and audit utility bills on a monthly basis. Provide monthly electric utility bill audit analysis and yearly budget reports.
4. Provide technical support for energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform to SB 12, HB 3693, and any other state/federal requirements.
5. Assist with the addition and deletion of new buildings.
6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and deletions.
7. Make suggestions on how to reduce or consolidate the number of meters and meter cost at City's facilities.
8. Advise on energy reduction projects, demand response programs, and alternative energy projects for consideration by the City.
9. Make recommendations during construction projects, renovation projects, and City facility projects concerning possible energy reduction/cost-saving measures.

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	B
DATE SUBMITTED:	June 16, 2017	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT:	FY18 Budget & Tax Calendar		
ATTACHMENTS:	Memorandum listing proposed dates for Budget & Tax meetings		
EXPENDITURE REQUIRED:			\$0
AMOUNT BUDGETED:			\$0
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO.:			

EXECUTIVE SUMMARY

The FY18 Budget is being prepared and will be presented to the City Council on August 15, 2017 at a Regular City Council meeting. Other required and optional meetings are scheduled as listed on the attached memorandum.

RECOMMENDATION

Staff recommends the City Council adopt the FY18 Budget and Tax Calendar as presented.



CITY OF FULSHEAR

Finance Department

PO Box 279 / 29378 McKinnon, Suite A
Fulshear, Texas 77441
www.fulsheartexas.gov

To: Mayor & City Councilmembers
From: C.J. Snipes, City Manager
Wes Vela, Chief Financial Officer
Subject: FY18 Budget & Tax Calendar
Date: June 20, 2017

City staff kicked-off their preparation for the FY 2017-2018 (FY18) Budget in April and will hold various departmental meetings before the final compilation of the City Manager's Budget will be complete. The proposed schedule for the City Council budget meetings and tax hearings is listed below. Some of these dates are based on the Fort Bend County Appraisal District and the County Tax Assessor/Collector certifying the tax roll and calculating the Effective and Rollback Tax Rates and therefore the calendar could change based on actual dates delivered.

Saturday, August 12, 2017	Publication of Effective & Rollback Tax Rate in official newspaper
Tuesday, August 15, 2017	Special Meeting - Open meeting to discuss tax rate (if proposed tax rate will exceed lower of effective tax rate or rollback rate, take record vote on specified rate and schedule two public hearings. -FY18 Budget Presentation
Tuesday, August 22, 2017	Regular Meeting - FY18 Budget Discussion
Tuesday, August 29, 2017	Special Meeting - First public hearing (if proposed tax rate will exceed lower of effective tax rate or rollback rate) -FY18 Budget Discussion
Tuesday, September 5, 2017	Optional - Special Meeting - FY18 Budget Discussion
Tuesday, September 12, 2017	Special Meeting - 2 nd Public Hearing (if proposed tax rate will exceed lower of effective tax rate or rollback rate) -FY18 Budget Discussion
Tuesday, September 19, 2017	-Public Hearing on proposed budget -Adopt budget by ordinance (any changes considered warranted by law or in taxpayers' best interest may be made beforehand.) -Adopt tax rate by ordinance.

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	C
DATE SUBMITTED:	June 13, 2017	DEPARTMENT:	Economic Development
PREPARED BY:	Angela Fritz	PRESENTER:	Angela Fritz
SUBJECTS:	United States Postal Service Preferred Last Line Designation		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. City of Fulshear Resolution No. 2017-346 2. USPS Houston District Letter of Denial – August 16, 2016 3. USPS Federal Letter of Denial – December 9, 2016 4. USPS Email re: preferred last line compromise approval – April 18, 2017 		
EXPENDITURE REQUIRED:	N/A		

EXECUTIVE SUMMARY

The City has been working with the United States Postal Service (USPS) formally for over a year to modify Fulshear’s zip code boundaries to better resemble the City’s municipal boundaries. The USPS has a very specific process for requesting zip code boundary review, and an internal process/procedure they are required to follow to vet requests for zip code modifications. Unfortunately, this process unfortunately has little to do with municipal boundaries or convenience, and the situation we find ourselves in is by no means unique to Fulshear. The City completed this formal USPS review request process, and after receiving an initial denial from the Houston District office, filed an appeal at the Federal level. Unfortunately, this appeal was also denied due to implementation costs.

Although the zip code boundaries themselves and the associated service provision will not be modified, the Postal Service has offered the option to utilize a “preferred last line” for addresses which overlap the City limits or extraterritorial jurisdiction (ETJ) of the City of Fulshear. This includes five different zip codes – 77441, 77494, 77406, 77471, and 77423. *The Postal Service has advised that this “preferred last line” compromise means that in these zip codes, mail will be deliverable regardless of what jurisdiction’s name is used alongside the zip code, if the zip code itself is listed correctly in the address* (i.e. residents along Bois D’Arc can now use Fulshear, Texas 77406 and their mail should still be delivered). Although this is great for place-recognition and branding, it does not mean postal services or service locations (post offices) will be changing. This is an altogether different issue which the City will have to endeavor to continue to work on with the Postal Service as we grow.

Resolution No. 2017-346 is presented for City Council’s consideration, which provides for the official designation of a “preferred last line” for addresses falling within the City of Fulshear’s City Limits and Extraterritorial Jurisdiction. Although the Postal Service does not require a formal adoption of the “preferred last line” by the City, staff feels that formally adopting a resolution would be a good tool to formalize the City’s preference in order that we may communicate the changes accordingly, and to form the basis for the modification of internal processes and procedures as required.

If adopted, staff will work to educate and notify the public, developers, and other necessary parties, and amend internal processes as required to reflect the City’s preference for the last line of Postal Service addresses.

RECOMMENDATION

City Staff recommends City Council approve the Resolution as presented.

RESOLUTION No. 2017-346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS DESIGNATING A PREFERRED LAST LINE FOR FULSHEAR AREA ADDRESSES

WHEREAS, the City has been working with the United States Postal Service on a zip code boundary review request and has been notified of denial of any zip code boundary changes being made for the 77441 zip code at this time; and

WHEREAS, the City has exhausted the appeals process outlined by the Postal Service; and

WHEREAS, the Postal Service has offered an option for utilizing differing last lines for delivery in areas covered by the Fulshear City Limits or Extraterritorial Jurisdiction including zip codes 77441, 77494, 77406, 77423, and 77471; and

WHEREAS, the City has agreed to this compromise and wishes to designate a “preferred last line” for addresses falling in a zip code other than 77441 for clarity, marketing, and the orderly conduct of business;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that while mail will still be deliverable under the existing jurisdiction’s name, the City of Fulshear’s preferred last address lines for properties within its City Limits or Extraterritorial Jurisdiction are as follows:

Zip Code (MUST BE LISTED CORRECTLY)	Preferred Last Line of Address	Existing
77441	Fulshear, Texas 77441	Fulshear, Texas 77441
77494	Fulshear, Texas 77494	Katy, Texas 77494
77406	Fulshear, Texas 77406	Richmond, Texas 77406
77423	Fulshear, Texas 77423	Brookshire, Texas 77423
77471	Fulshear, Texas 77471	Rosenberg, Texas 77471

This resolution duly passed this _____ day of _____, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

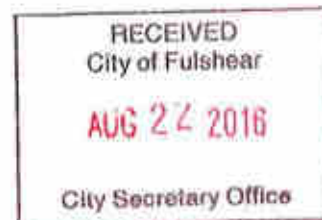
ATTEST:

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



August 16, 2016

Mr. Jeff Roberts
Mayor, Fulshear
P O Box 279
Fulshear, TX 77441-0279



Dear Mayor Roberts:

This is in response to former Mayor Kuykendall's letter received May 24, 2016, which completes the ZIP Code boundary review and realignment request for 77441, 77494 and 77406.

The US Postal Service is responsible for providing efficient mail service. We establish ZIP Codes and delivery boundaries to ensure quality service and the most economical use of postal resources. They do not always conform to official or traditional community boundaries and are not assigned solely to provide local community identity.

A ZIP Code Boundary Review Process would be approved only, if operational requirements of the Postal Service and the interests of the community are served. At a minimum, approval would require the relocation of mail carriers, changes in delivery routes and transportation schedules, revisions to directories, mail forwarding for customers whose addresses change, and significant administrative costs.

We have conducted a careful analysis of the cost and service implication. ZIP code changes are only authorized when needed to provide quality service or to reduce Postal Service processing and delivery expenses. It was determined the change would be too costly.

Regrettably, your request to amend the postal ZIP Code boundaries and street delivery between Fulshear 77441, Katy 77494 and Richmond 77406 cannot be granted.

Please be assured this matter has been thoroughly investigated. You may appeal this decision within forty-five days to the following address:

Manager, Delivery
U.S. Postal Service
475 L'Enfant Plaza SW Room 7142
Washington, DC 20260-2802

We regret circumstances preclude a more favorable response.

Sincerely,

A handwritten signature in blue ink that reads "Kim Quayle".

Kim Quayle

cc: Manager, Operations Programs Support

Delivery Operations



December 9, 2016

Jeff W. Roberts, Mayor
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Dear Mayor Roberts:

This is in reference to your letter dated September 29, 2016, appealing the decision of the Postal Service's Houston District denying your request to realign the ZIP codes within the Fulshear, Katy and Richmond communities.

As indicated in my correspondence of October 21, 2016, the appeal of the Houston District office's decision regarding your request is limited to whether reasonable accommodation was provided by local Postal Service officials.

After a thorough review of the case file and the details of both the Houston District and Southern Area office decisions, it is the final determination of this office that the accommodation extended by the Postal Service to allow an alternate last line capability is reasonable and any other changes would not be operationally feasible and would also be cost prohibitive to the Postal Service.

The Southern Area office mentioned in their response to this appeal that the City of Fulshear was in agreement with the preferred last line capability. The Postal Service operates with a finite number of potential ZIP codes and cannot accommodate every request for a unique ZIP code. For this reason in addition to those already mentioned the Houston District should proceed with the alternate last line addressing capability and conduct any required surveys to implement this change. Please notify the district manager of your intent to proceed.

ZIP Codes are designed to allow the efficient and effective processing and delivery of the mail. It is unfortunate that many businesses, as well as other organizations and state agencies throughout the country utilize the assigned ZIP Codes for purposes other than those originally designed. When possible the Postal Service does strive to coincide with municipal boundaries when establishing and/or extending ZIP Codes. However, in many instances, rapidly expanding communities, facility space and operational efficiency do not allow for ZIP Code boundaries to reflect those of municipalities.

I regret that my response to your ZIP Code request could not be more favorable.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Boldt".

James Boldt
Manager, Rural Delivery

cc: Shaun Mossman, Area Vice President, Southern Area
Lisse Fish, Manager, Delivery Programs Support Southern Area
Kim Quayle, District Manager, Houston District
Rhonda Wright, District Manager, Operations Programs Support
Gail Sattler, Rural Delivery Specialist, Headquarters

From: Johnson, Susanne K - Houston, TX
To: [Angela Fritz](#)
Cc: [Baker, Rosita - Houston, TX](#); [Johnson, Susanne K - Houston, TX](#)
Subject: Fulshear last-line request completed
Date: Tuesday, April 18, 2017 5:45:05 PM
Attachments: [image001.png](#)
Importance: High

Angela,

Headquarters has notified us, that they have completed Fulshear's request to add Fulshear as an acceptable Last Line (City Name) to the Fulshear addresses, which are located in the City of Fulshear, but are delivered by Katy TX 77494, Richmond TX 77406, Brookshire TX 77423 and Rosenberg TX 77471 Post Offices.

It is important, when notifying the residents, to let them know, while it is acceptable to use Fulshear as the City name, the **correct ZIP Code** of the **delivering Post Office** still will have to be used.

Thanks,

Susanne K Johnson
USPS - Address Management
Product Information Quality Analyst
4600 Aldine Bender Rd Rm 210
N Houston TX 77315-0210
713-226-3166
Fax: 713-226-3557

From: Angela Fritz [<mailto:afritz@fulsheartexas.gov>]
Sent: Thursday, April 13, 2017 8:42 AM
To: Johnson, Susanne K - Houston, TX
Cc: Baker, Rosita - Houston, TX; CJ Snipes; Jeff Roberts
Subject: RE: Fulshear last-line compromise request

Thank you, Susanne, for the update!
Angela

From: Johnson, Susanne K - Houston, TX [<mailto:susanne.k.johnson@usps.gov>]
Sent: Wednesday, April 12, 2017 6:55 PM
To: Angela Fritz <afritz@fulsheartexas.gov>
Cc: Baker, Rosita - Houston, TX <rosita.baker@usps.gov>; Johnson, Susanne K - Houston, TX <susanne.k.johnson@usps.gov>
Subject: RE: Fulshear last-line compromise request

Hi Angela,

I wanted to let you know that your request is back with Headquarters for processing now. From there we should receive approval and processing pretty swiftly. I will let keep you informed,

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

AGENDA OF:	June 20, 2017	AGENDA ITEMS:	D
DATE SUBMITTED:	June 13, 2017	DEPARTMENT:	Economic Development
PREPARED BY:	Angela Fritz	PRESENTER:	Angela Fritz
SUBJECTS:	Fulshear Development Corporation (B) Bylaw Amendment		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. City of Fulshear Resolution No. 2017-347 2. Fulshear Development Corporation (FDC) Bylaws 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The Fulshear Development Corporation (FDC) unanimously adopted Resolution FDC 17-01 at their May 22, 2017 Meeting, requesting an amendment to the Corporation Bylaws allowing for board terms to begin November 1 instead of the current term date of June 1. The main purpose for this amendment is the current timing of board appointments during budget preparation.

The EDCs each have fiduciary responsibility for their respective sales tax revenues, and are required to adopt a proposed fiscal year budget for City Council’s consideration prior to August 1 of each year. Changing the appointment date of board members to November 1 would allow for a more thorough, uninterrupted budget process, and ample time for any oncoming board members to get a feel for the operations of the Corporation before the next fiscal year’s budget process.

Proposed amendments to Corporation Bylaws must be approved by City Council before becoming effective. Should City Council approve the adopted amendments, it would mean that City Council would consider FDC appointments annually at the October Council meeting in order that a new board would be seated each November.

Resolution No. 2017-347 is presented for City Council’s consideration, which provides for approval of the proposed amendments to the Fulshear Development Corporation’s bylaws and an effective date for these amendments.

RECOMMENDATION

City Staff recommends City Council approve the Resolution as presented.

RESOLUTION No. 2017-347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPROVING AMENDMENTS TO THE FULSHEAR DEVELOPMENT CORPORATION TYPE "B" BYLAWS

WHEREAS, the Fulshear Development Corporation requested an item for consideration at their May 22, 2017 meeting to discuss amendments to the Corporation Bylaws pertaining to appointment dates; and

WHEREAS, the Corporation unanimously adopted Resolution FDC 17-01 on May 22, 2017; and

WHEREAS, a copy of Resolution FDC 17-01 is attached as Exhibit "A" to this Resolution; and

WHEREAS, the Corporation wishes to modify the board appointment dates from June 1 to November 1; and

WHEREAS, the City Council of the City of Fulshear, Texas must approve any changes to Corporation Bylaws before they take effect;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that amendments outlined in Exhibit A are hereby approved for the Fulshear Development Corporation Bylaws, and take effect _____.

This resolution duly passed this _____ day of _____, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

RESOLUTION NO. FDC 17-01

A RESOLUTION OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC),
AMENDING THE BYLAWS OF THE CORPORATION TO ALTER THE
COMMENCEMENT AND TERMINATION DATES OF THE TERMS OF OFFICE OF
THE BOARD OF DIRECTORS.

WHEREAS, the Board of Directors of the FULSHEAR DEVELOPMENT CORPORATION (the "Corporation") adopted the Corporation's initial bylaws on January 31, 2008, the same having been approved by the City Council of the City of Fulshear, Texas, on October 16, 2007; and

WHEREAS, Article IV, Section 3 of the bylaws sets forth the expiration dates of the terms of the initial Board of Directors, thereby establishing the commencement and expiration dates of all succeeding terms; and

WHEREAS, the Board of Directors finds that such commencement and expiration dates are likely to interfere with the ordinary exercise of the Corporation's general powers, privileges, and functions, and with the timely completion of certain duties of the Corporation imposed by law, the Corporation's Certificate of Formation, or the Corporation's bylaws; and

WHEREAS, the Board of Directors desires to amend the Corporation's bylaws to provide for the timely commencement and termination of subsequent terms of the Board of Directors;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. Article IV, Section 3 of the Corporation's bylaws is hereby amended to read as follows:

"**Sect. 3: Term** – The directors shall be appointed for a term not to exceed two (2) years. The term of three (3) of the directors shall commence on the 1st day of November of even-numbered years. The term of four (4) of the directors shall commence on the 1st day of November of odd-numbered years. The term of any Council member(s) serving as director(s) shall be deemed vacant at such time as they cease to be a member of the Council."

Section 2. The amendment to the bylaws as set forth herein shall be and become effective immediately upon the approval of this Resolution by resolution of the City Council of the City of Fulshear, Texas.

PASSED AND APPROVED this 22 day of May, 2017.

Exhibit "A"
to City of Fulshear Resolution 2017-347



J.W. Wauson, President
Fulshear Development Corporation

ATTEST:



Carol Riggs, Secretary
Fulshear Development Corporation

**CORPORATE BYLAWS
OF THE
FULSHEAR DEVELOPMENT CORPORATION**

These Bylaws shall govern the affairs of the FULSHEAR DEVELOPMENT CORPORATION (the Corporation), a public instrumentality and a non-profit corporation created under Section 4B of the Development Corporation Act of 1979, as amended (the Act).

**ARTICLE I
PURPOSE**

Sect. 1: The Corporation acts on behalf of the City of Fulshear, Texas in the furtherance of the public purpose of aiding, promoting, and furthering the economic development of the City of Fulshear, Texas, (City) and may engage in any activities authorized by the Act.

**ARTICLE II
POWERS**

Sect. 1: The Corporation shall have all the powers, both express and implied, granted to corporations governed by Sect. 4B of the Act.

**ARTICLE III
OFFICE AND AGENT**

Sect. 1: Principal Office - The principal office of the Corporation is City Hall, currently located at 30603 FM 1093, Fulshear, Texas. The Corporation may provide for additional offices, or change the location of any office, principal or otherwise, with the approval of the City Council of Fulshear, Texas (the Council).

Sect. 2: Registered Office and Agent - The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Act. The Board of Directors may from time to time change the registered office and/or agent with the approval of Council, and provided that proper notification of such change(s) is given to the Office of the Secretary of State of the State of Texas.

**ARTICLE IV
BOARD OF DIRECTORS**

Sect. 1: Management - The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the Board) subject to the restrictions imposed by law, by the Articles of Incorporation, these bylaws, and by the Council.

Sect. 2: Number - The Board shall consist of seven (7) directors who shall be appointed by the Council, and shall at all times serve at the will of Council, irrespective of terms. No more than four (4) of the directors shall be Council members, officers of the City, or employees of the City.

Sect. 3: Term - The directors shall be appointed for a term not to exceed two (2) years. The initial term of three (3) of the directors shall terminate June 1, 2008. The initial term of four (4) of the directors shall terminate June 1, 2009. The term of any Council member(s) serving as director(s) shall terminate at such time that they cease to be a member of the Council.

Sect. 4: Qualifications - Directors shall be at least eighteen (18) years of age and residents of Fulshear, Texas and/or Fort Bend County, Texas. The Council shall consider an individual's experience, profession, accomplishments, and education in appointing directors. Such considerations shall serve the purpose of providing the Board with a varied representation that would best enable it to accomplish its goals and missions. The Board may make recommendations to the Council of individuals for appointment to the Board.

Sect. 5: Compensation - Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Sect. 6: Duties - Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith, and take actions they reasonably believe to be in the best interest of the Corporation, and the City, and which are not unlawful, or unethical. The Board shall be accountable to the Council for all activities undertaken by them, or on their behalf, whether discharged directly by the Board, or by a person, firm, corporation, agency, association, or other entity acting on behalf to the Board.

- A. The directors acting as a Board shall be responsible for, but not limited to, the following:
 - 1. Developing and implementing strategies to bolster the business climate throughout the City
 - 2. Developing and implementing strategies which fully utilize their assets for the economic development of the City
 - 3. Utilizing public, private, and academic resources to develop and enhance economic opportunities for the City's citizens and its businesses
 - 4. At all times being prepared to provide an accounting of all monies expended by the Corporation
 - 5. Providing to Council such reports on the activities of the Corporation as the Council may from time to time request

Sect. 7: Ex-Officio Directors – Council may from time to time appoint ex-officio directors to the Board. The term of office of any appointed ex-officio directors shall expire two years from the date of appointment. Ex-officio directors shall be accorded all the rights and privileges accorded directors with the exception of a voting privilege.

Sect. 8: Attendance – Directors should make every effort to attend all regular or special called meetings of the Board. The Council may remove directors absent from meetings on a regular basis.

Sect. 9: Vacancies – The Council shall fill any vacancy occurring on the Board. Any such appointment shall be for the unexpired term of the vacated position.

Sect. 10: Conflicts of Interest – The directors are local public officials within the meaning of the Texas Government Code. If a director has a substantial interest in a business entity or real property that is the subject of deliberation by the Board, the director shall file an affidavit with the secretary of the Corporation stating the nature and extent of the interest. Such affidavits shall be filed prior to any vote or decision upon the matter by the Board, and the interested director shall abstain from any vote or decision upon the matter, and may be asked to refrain from participation in discussions of the matter before the Board for consideration.

Sect. 11: Removal – The Board of Directors and each member thereof serves at the pleasure of the Council which may remove any director at any time, either with or without cause, and irrespective of terms.

ARTICLE V OFFICERS

Sect. 1: Offices – The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be members of the Board. The Board may create additional officer positions, define the authorities and duties of such additional positions, and appoint persons to fill such positions. No person may hold more than one office in the Corporation.

Sect. 2: Election and Term – The officers of the Corporation shall be elected by the Board at the Corporation’s organizational meeting, and thereafter annually at the regular annual meeting. Each officer shall hold office until a successor is duly elected, or the officer vacates his position on the Board for whatever reason. An officer may be elected to succeed himself or herself in the same office.

Sect. 3: Vacancies – A vacancy in any office will be filled by the Board for the unexpired portion of the officer’s term.

Sect. 4: Removal – Any officer may be removed by the Board at any time, with or without cause. The removal of an officer does not constitute removal of such person as a director of the Corporation.

Sect. 5: President – The president shall be the chief executive officer of the Corporation. He shall preside at all Board meetings and generally supervise and control the business affairs of the Corporation. The president shall execute all documents and agreements affecting the Corporation, except where such power is expressly delegated to another officer of the Corporation. The president shall appoint the members of all committees previously approved by the Council, and all committee chairs. The president shall perform other duties that may from time to time be prescribed by the Board, and all duties incident to the office of president.

Sect. 6: Vice President – When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers, privileges, and duties of president, and be subject to all of the limitations and restrictions placed upon the president.

Sect. 7: Secretary – The secretary shall be the custodian of the corporate records. The secretary shall record and keep all the votes and minutes of the meetings of the Board. The secretary shall give notice of all meetings of the Board and its committees. The Board may delegate to another party the duties of recording of votes and minutes, and the posting of meeting notices. The secretary shall authenticate corporate documents and affix the seal of the Corporation as may be required. The secretary shall also perform all duties incident to the office of secretary, and other duties as may from

time to time be assigned by the Board. In the absence of the president and vice president, the secretary shall call a meeting to order and preside until the election of a president pro tem.

Sect. 8: Treasurer – The treasurer shall, if required by the Board or the Council, provide bond for the faithful discharge of his/her duties in such a form and amount as the Board or Council may require. The cost of such bond shall be paid by the Corporation, or the City. In the absence of the president, vice president, and secretary, the treasurer shall call a meeting to order, and presided until the election of a president pro-tem.

Additionally, the treasurer shall:

1. Have charge and custody of, and be responsible for all funds and securities of the Corporation
2. Receive and give receipts for monies due and payable to the Corporation from any source
3. Deposit all monies in the name of the Corporation in banks, trust companies, or other depositories
4. Maintain the financial books and records of the Corporation
5. Prepare financial reports at least annually, or on a schedule prescribed by the Board or Council
6. Perform other duties as assigned by the Board
7. Perform all duties incident to the office of treasurer

The Board may from time to time delegate to another party those duties of the treasurer it deems appropriate for delegation.

Sect. 9: Personnel – The Corporation may establish full-time and/or part-time personnel positions. The Council shall first approve personnel positions so created, as well as the salary and other forms of compensation for any such positions.

Sect. 10: Executive Director – The Board may employ an Executive Director to serve as General Manager and Chief Administrative Officer of the Corporation. The Executive Director shall be subject to the supervision of the Board of Directors and shall perform duties specifically delegated to him by the Board. The Executive Director shall serve as an ex-officio member of the Board and any other committees created by the Board. The Council shall first approve the employment of an Executive Director, as well as the salary, other forms of compensation and terms of employment of an Executive Director.

ARTICLE VI MEETINGS

Sect. 1: Notice – The Board shall be considered a “governmental body” within the meaning of Texas Government Code, Sect. 551.001, and all meetings, notices of meetings, and deliberations shall be called, convened, held, conducted, and given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). In addition to the posting of a meeting notice in accordance with these bylaws and the Texas Open Meetings Act, a copy of each regular or annual meeting notice shall be delivered to each Director not less than seventy-two (72) hours before the time of the meeting. A meeting notice may be delivered in person or by mail. A notice by mail shall be deemed delivered when deposited in the United States mail addressed to the director at his/her address as it appears on the records of the Corporation. A director may waive such notice in writing at

any time before the time of a meeting. Notices for special meetings will likewise be required and may be issued to directors by mail or in person in accordance with the above given provisions at least seventy-two (72) hours before the date of the meeting, and shall include who called the meeting and the purpose of the meeting. The City shall be notified of any meetings either by way of email, phone, fax, or mail.

Sect. 2: Regular Meetings – The Board shall provide for at least four (4) regular meetings annually. The regular meetings shall be convened and adjourned within the City of Fulshear, Texas at the principal office of the Corporation, or at such other locations as the Board may designate so long as such meetings are likewise convened and adjourned within the City of Fulshear, Texas.

Sect. 3: Special Meetings – Special meetings of the Board may be called at the request of the president or any three (3) directors. A person or persons calling the meeting shall fix the time, date, and location of the meeting. Special meetings shall be convened and adjourned within the City. The person or persons calling the meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting.

Sect. 4: Annual Meeting – The annual meeting of the Corporation shall be held during the month of June of each year. The Board shall designate the time and location of the annual meeting.

Sect. 5: Quorum – Four (4) directors shall constitute a quorum for the transaction of business at any meeting of the Board. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Sect. 6: Proxy Voting – A director may not vote by proxy.

Sect. 7: Actions of the Board – The vote of a majority of directors present at a duly convened meeting at which a quorum is present shall be sufficient to constitute an act of the Board.

ARTICLE VII COMMITTEES

Sect. 1: Authorization – Upon approval of the Council, the president may appoint persons to serve on standing or ad hoc committees. The Council shall likewise approve a committee's membership. Further, a committee's membership shall contain no less than one (1), or more than three (3) directors, and may also include members who are not directors of the Corporation. Committees may be charged with specific duties and/or authority, but shall in no case take any action, or assume any authority, not specifically granted to them by the Board. The Board or City may terminate any committee, or remove any member at any time, either with or without cause.

Sect. 2: Term – Members of standing committees shall serve until successors are appointed, the committee is terminated, or a member is removed or resigns. Vacancies will be filled in the same manner as the original appointment

Sect. 3: Rules

- A. Each committee may adopt rules for its own operation consistent with the bylaws and any rules adopted by the Board.

- B. In such cases as a committee serves only as an advisory body, it shall not be subject to the Open Meetings Act or Open Records Act. Should the committee be empowered with decision making authority, or its advice and/or recommendations be deemed tantamount to Board action, it shall then become subject to the Texas Open Meetings Act and the Texas Open Records Act.
- C. Each committee shall keep regular minutes of its meetings and report the same to the Board and the Council.

ARTICLE VIII FISCAL YEAR

Sect. 1: The fiscal year of the Corporation shall begin on the first day in October, and end on the last day in September.

ARTICLE IX FINANCIAL ADMINISTRATION

Sect. 1: Investments

- A. Corporate funds shall be deposited and maintained in a manner compliant with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code.
- B. The Corporation shall adopt an investment policy in compliance with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code. Such policy shall be approved by the Council. Likewise, any amendments to the policy shall require approval of the Council.

Sect. 2: Checks and Drafts – All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by two (2) original signatures. Authorized signatories shall be the directors of the Corporation, and additionally, authorized signatories for checks may include, in addition to the directors, an individual(s) approved by the Board as an authorized signatory(ies) for Corporate checks.

Sect. 3: Budget – By August 1st of each year the Corporation shall adopt a proposed annual budget of anticipated revenues and proposed expenditures for the coming fiscal year. The budget shall contain such classifications, and be in such a form, as may from time to time be prescribed by Council. The Corporation's budget shall be approved by the Council prior to the expenditure of any budgetary funds.

Sect 4: Records and Reports – The Corporation shall at all times maintain financial records of its revenues and expenditures, including receipts of all expenditures made. The Corporation shall provide the Council with monthly reports of revenues and expenditures, along with monthly check register documentation. Additionally, the Corporation shall, within ninety (90) days after the end of its fiscal year, provide the Council with an Annual Statement of Revenues and Expenditures, along with a summary of all its assets.

Sect. 5: Limitation on Expenditures – Council approval will not be required for singular un-budgeted expenditures so long as such singular expenditures do not exceed two percent (2%) of the Corporation’s budgeted revenues for the fiscal year during which such expenditures are made. No purchase of goods or services on behalf of the Corporation shall be made unless previously approved by the Board, or authority has been expressly granted by the Board to make purchase on behalf of the Corporation.

Additionally, singular expenditures in excess of ten thousand dollars (\$10,000.00) shall first be approved by the Council, and such Council approval may only be given after two separate readings of an authorizing resolution by Council.

Sect. 6: Bonds – Any bonds issued by the Corporation shall be in accordance with the Act, and shall not be issued without prior approval of the Council. Likewise, the Corporation shall seek and take into consideration the advice of the City’s bond counsel, and or, financial advisor(s).

Sect. 7: Gifts – The Board may accept on behalf of the Corporation any gift or bequest. Special funds shall be established for any funds from government contracts, grants, or gifts that were designated by the donor for a specific purpose. All other funds shall be general funds.

Sect. 8: Audits – The Corporation shall cause its books, records, accounts, and financial statements, and all other financial activities to be audited annually. Such audit shall be conducted by an outside independent certified public accounting firm. Further, any such audit shall be performed in accordance with generally accepted auditing procedures (GAAP), and shall include a written management letter that details any suggested management controls and operation efficiencies.

Sect. 9: Conflicts of Interest – No Board member, officer, or employee of the Corporation or City, or member of Council may lend money to, or borrow money from, the Corporation.

ARTICLE X TRANSACTIONS

Sect. 1: Contracts

- A. The Board may, by official action, authorize any officer or agent of the Corporation to enter into a contract, or execute and deliver any instrument in the name of, or on behalf of the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.
- B. The Corporation may contract with the City, or other entities, or persons for financial, administrative, legal, and other services.

ARTICLE XI BOOKS AND RECORDS

Sect. 1: Required – The Corporation shall keep and properly maintain correct and complete books and records of account. Such books and records shall be kept at City Hall. The Corporation’s books and records shall include, but not be limited to, the following:

- A. A file-endorsed copy of all documents filed with the Texas Secretary of State's office along with originals of all documents received from the Texas Secretary of State's office
- B. A copy of the Corporation's bylaws, and any amended versions
- C. Minutes of the proceedings of the Board
- D. Corporate agendas and postings
- E. Books, records, accounts, and financial statements pertaining to corporate funds
- F. Rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status
- G. Any and all contracts or agreements entered into by the Corporation
- H. A current list of names and addresses of the directors, ex-officio directors, and officers of the Corporation

Sect. 2: Inspection – The Corporation shall be considered a “governmental body” within the meaning of the Texas Government Code, and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code (Open Records Act).

ARTICLE XII INDEMNIFICATION

Sect. 1: Corporation to Indemnify – The Corporation shall indemnify any current or former director, officer, employee, or agent of the Corporation for expenses and costs, including attorney's fees, actually and necessarily incurred by the director, officer, employee, or agent in connection with any claim asserted against the director, officer, employee, or agent by action in court, or otherwise, by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation, except in relation to matters as to which the person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Sect. 2: Insurance – The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a director, officer, employee, or agent of the Corporation to insure such person against any liability asserted against the person by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation. The premiums for such insurance shall be paid by the Corporation.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Sect. 1: Seal – The Corporation may provide for a corporate seal.

Sect. 2: Parliamentary Authority – Robert's Rules of Order, the latest version, shall be the parliamentary authority for all matters of procedure not specifically covered by the bylaws, or any specific rules of procedure that may from time to time be adopted by the Board.

Sect. 3: Legal Authority – The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Sec. 4B of that Act are incorporated within these bylaws by inference. In the event of any conflict between the applicable provisions of such Act, State statute, or regulation and these bylaws, the applicable provisions of such Act, State statute, or regulation shall control.

Sect. 4: Legal Construction – If any provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect other provisions of the bylaws. The bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Sect. 5: Headings – The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Sect. 6: Amendment – The bylaws may be amended, altered, or repealed by the Council. Additionally, the bylaws may be amended, altered, or repealed by the Board, with the approval of the Council.

Sect. 7: Parties Bound – The bylaws shall be binding upon and inure to the benefit of the directors, officers, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

Sect. 8: Dissolution – Upon dissolution for any reason, all of the Corporation's assets shall be conveyed to the City after satisfaction of all outstanding obligations of the Corporation.

Sect. 9: Effective Date – These bylaws, and any subsequent amendments hereto, shall be effective on and from the date upon which approval has been given by both the Board and the Council.

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of the bylaws of the Development Corporation of Fulshear, and that such bylaws were duly approved by the City Council of the City of Fulshear, Texas on the date set forth below.

Approved by the City Council of the City of Fulshear, Texas on this 16 day of OCTOBER, 2007.

Attest: 
City Secretary

This is to certify that the foregoing is a true and correct copy of the bylaws of the Development Corporation of Fulshear, and that such bylaws were duly adopted by the Board of Directors of the Development Corporation of Fulshear on the date set forth below.

Adopted by the Board of Directors of the Fulshear Development Corporation on this 31st day of JANUARY, 2008.

Attest: 
Secretary of the Corporation

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	E
DATE SUBMITTED:	June 13, 2017	DEPARTMENT:	Economic Development
PREPARED BY:	Angela Fritz	PRESENTER:	Angela Fritz
SUBJECTS:	City of Fulshear Development Corporation (A) Appointments		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. City of Fulshear Resolution No. 2017-348 2. City of Fulshear Resolution No. 2016-316 – August 1, 2016 3. City of Fulshear Development Corporation (CDC) Bylaws 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The City of Fulshear Development Corporation (CDC) is a Type “A” Economic Development Sales Tax Corporation. The board has fiduciary responsibility for one-half of one cent of the City’s sales tax collection, which are dedicated to economic development. The board is responsible for managing these funds in accordance with the Local Government Code and in alignment with the City’s economic development programs and priorities.

There is currently one vacancy on the board, and three terms up for appointment. A copy of the current Corporation bylaws is attached for reference, and City of Fulshear Resolution No. 2017-348 has been prepared for the Council’s consideration of appointments. A list of current appointees follows:

Members with terms expiring in 2017

<u>Fay Burke</u>	Term expires: June 1, 2017
<u>Rev. Jackie Gilmore</u>	Term expires: June 1, 2017
<u>Randy Katz</u>	Term expires: June 1, 2017

Members with terms expiring in 2018

<u>Ewelina Forker VACANT</u>	Term expires: June 1, 2018
<u>Randy Hutchinson</u>	Term expires: June 1, 2018

RECOMMENDATION

City Staff recommends City Council approve the Resolution as presented.

RESOLUTION No. 2017-348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING MEMBERS TO THE CITY OF FULSHEAR DEVELOPMENT CORPORATION, A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the City appreciates the volunteer service and dedication of board members past and present; and
WHEREAS, the Corporation is currently short one board member due to a resignation, and the terms for certain other board members of the Corporation expired June 1, 2017; and
WHEREAS, City Council of the City of Fulshear, Texas wishes to make appointments to the City of Fulshear Development Corporation; and
WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;
NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that appointments for the City of Fulshear Development Corporation are as follows, and that those named to serve as members of the City of Fulshear Development Corporation for the terms designated are expected to duly execute the responsibilities of said positions:

Members with terms expiring in 2018

Term expires: June 1, 2018

Term expires: June 1, 2018

Members with terms expiring in 2019

Term expires: June 1, 2019

Term expires: June 1, 2019

Term expires: June 1, 2019

This resolution duly passed this _____ day of _____, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

RESOLUTION No. 2016-316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS REMOVING, APPOINTING AND REAPPOINTING CERTAIN MEMBERS TO THE BOARD OF DIRECTORS FOR THE FULSHEAR 4A COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of changing the makeup of the City's 4A Community Development Corporation, and;

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the service and dedication of those previously and currently serving and;

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the Commission roster is changed: removing those individuals currently serving and appointing/ reappointing those listed below shall serve as the Board of Director's for the Fulshear 4A Community Development Corporation:

2 – Members who will serve through June 2018

Ewelina Forker

Term expires: June 1, 2018

Randy Hutchinson

Term expires: June 1, 2018

3 – Members who will serve through June 2017

Rev. Jackie Gilmore

Term expires: June 1, 2017

Randy Katz

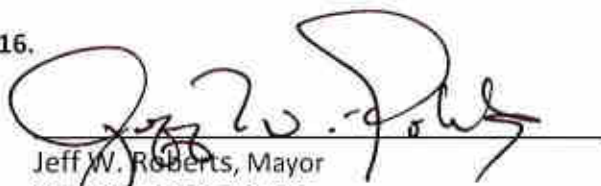
Term expires: June 1, 2017

Faye Burke

Term expires: June 1, 2017


Be named to serve as Members of the Board of Directors to the Fulshear 4A Community Development Corporation for terms as designated above during which they are expected to duly executing those responsibilities.

This resolution duly passed this 1st day of August, 2016.



Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:



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

**CORPORATE BYLAWS
OF THE
CITY OF FULSHEAR DEVELOPMENT CORPORATION**

These Bylaws shall govern the affairs of the CITY OF FULSHEAR DEVELOPMENT CORPORATION (the Corporation), a public instrumentality and a non-profit corporation created under Section 4A of the Development Corporation Act of 1979, as amended (the Act).

**ARTICLE I
PURPOSE**

Sect. 1: The Corporation acts on behalf of the City of Fulshear, Texas in the furtherance of the public purpose of aiding, promoting, and furthering the economic development of the City of Fulshear, Texas, (City) and may engage in any activities authorized by the Act.

**ARTICLE II
POWERS**

Sect. 1: The Corporation shall have all the powers, both express and implied, granted to corporations governed by Sect. 4A of the Act.

**ARTICLE III
OFFICE AND AGENT**

Sect. 1: Principal Office - The principal office of the Corporation is City Hall, currently located at 30603 FM 1093, Fulshear, Texas. The Corporation may provide for additional offices, or change the location of any office, principal or otherwise, with the approval of the City Council of Fulshear, Texas (the Council).

Sect. 2: Registered Office and Agent - The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Act. The Board of Directors may from time to time change the registered office and/or agent with the approval of Council, and provided that proper notification of such change(s) is given to the Office of the Secretary of State of the State of Texas.

**ARTICLE IV
BOARD OF DIRECTORS**

Sect. 1: Management - The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the Board) subject to the restrictions imposed by law, by the Articles of Incorporation, these bylaws, and by the Council.

Sect. 2: Number - The Board shall consist of five (5) directors who shall be appointed by the Council, and shall at all times serve at the will of Council, irrespective of terms.

Sect. 3: Term - The directors shall be appointed for a term not to exceed two (2) years. The initial term of two (2) of the directors shall terminate June 1, 2008. The initial term of three (3) of the directors shall terminate June 1, 2009. The term of any Council member(s) serving as director(s) shall terminate at such time that they cease to be a member of the Council.

Sect. 4: Qualifications - Directors shall be at least eighteen (18) years of age and residents of Fulshear, Texas and/or Fort Bend County, Texas. The Council shall consider an individual's experience, profession, accomplishments, and education in appointing directors. Such considerations shall serve the purpose of providing the Board with a varied representation that would best enable it to accomplish its goals and missions. The Board may make recommendations to the Council of individuals for appointment to the Board.

Sect. 5: Compensation - Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Sect. 6: Duties - Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith, and take actions they reasonably believe to be in the best interest of the Corporation, and the City, and which are not unlawful, or unethical. The Board shall be accountable to the Council for all activities undertaken by them, or on their behalf, whether discharged directly by the Board, or by a person, firm, corporation, agency, association, or other entity acting on behalf to the Board.

- A. The directors acting as a Board shall be responsible for, but not limited to, the following:
1. Developing and implementing strategies to bolster the business climate throughout the City
 2. Developing and implementing strategies which fully utilize their assets for the economic development of the City
 3. Utilizing public, private, and academic resources to develop and enhance economic opportunities for the City's citizens and its businesses
 4. At all times being prepared to provide an accounting of all monies expended by the Corporation
 5. Providing to Council such reports on the activities of the Corporation as the Council may from time to time request

Sect. 7: Ex-Officio Directors – Council may from time to time appoint ex-officio directors to the Board. The term of office of any appointed ex-officio directors shall expire two years from the date of appointment. Ex-officio directors shall be accorded all the rights and privileges accorded directors with the exception of a voting privilege.

Sect. 8: Attendance – Directors should make every effort to attend all regular or special called meetings of the Board. The Council may remove directors absent from meetings on a regular basis.

Sect. 9: Vacancies – The Council shall fill any vacancy occurring on the Board. Any such appointment shall be for the unexpired term of the vacated position.

Sect. 10: Conflicts of Interest – The directors are local public officials within the meaning of the Texas Government Code. If a director has a substantial interest in a business entity or real property

that is the subject of deliberation by the Board, the director shall file an affidavit with the secretary of the Corporation stating the nature and extent of the interest. Such affidavits shall be filed prior to any vote or decision upon the matter by the Board, and the interested director shall abstain from any vote or decision upon the matter, and may be asked to refrain from participation in discussions of the matter before the Board for consideration.

Sect. 11: Removal – The Board of Directors and each member thereof serves at the pleasure of the Council, which may remove any director at any time, either with or without cause, and irrespective of terms.

ARTICLE V OFFICERS

Sect. 1: Offices – The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be members of the Board. The Board may create additional officer positions, define the authorities and duties of such additional positions, and appoint persons to fill such positions. No person may hold more than one office at a time in the Corporation.

Sect. 2: Election and Term – The officers of the Corporation shall be elected by the Board at the Corporation's organizational meeting, and thereafter annually at the regular annual meeting. Each officer shall hold office until a successor is duly elected, or the officer vacates his position on the Board for whatever reason. An officer may be elected to succeed himself or herself in the same office.

Sect. 3: Vacancies – A vacancy in any office will be filled by the Board for the unexpired portion of the officer's term.

Sect. 4: Removal – Any officer may be removed by the Board at any time, with or without cause. The removal of an officer does not constitute removal of such person as a director of the Corporation.

Sect. 5: President – The president shall be the chief executive officer of the Corporation. He shall preside at all Board meetings and generally supervise and control the business affairs of the Corporation. The president shall execute all documents and agreements affecting the Corporation, except where such power is expressly delegated to another officer of the Corporation. The president shall appoint the members of all committees previously approved by the Council, and all committee chairs. The president shall perform other duties that may from time to time be prescribed by the Board, and all duties incident to the office of president.

Sect. 6: Vice President – When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers, privileges, and duties of president, and be subject to all of the limitations and restrictions placed upon the president.

Sect. 7: Secretary – The secretary shall be the custodian of the corporate records. The secretary shall record and keep all the votes and minutes of the meetings of the Board. The secretary shall give notice of all meetings of the Board and its committees. The Board may delegate to another party the duties of recording of votes and minutes, and the posting of meeting notices. The secretary shall authenticate corporate documents and affix the seal of the Corporation as may be required. The secretary shall also perform all duties incident to the office of secretary, and other duties as may from time to time be assigned by the Board. In the absence of the president and vice president, the secretary shall call a meeting to order and preside until the election of a president pro tem.

Sect. 8: Treasurer – The treasurer shall, if required by the Board or the Council, provide bond for the faithful discharge of his/her duties in such a form and amount as the Board or Council may require. The cost of such bond shall be paid by the Corporation or the City.

Additionally, the treasurer shall:

1. Have charge and custody of, and be responsible for all funds and securities of the Corporation
2. Receive and give receipts for monies due and payable to the Corporation from any source
3. Deposit all monies in the name of the Corporation in banks, trust companies, or other depositories
4. Maintain the financial books and records of the Corporation
5. Prepare financial reports at least annually, or on a schedule prescribed by the Board or Council
6. Perform other duties as assigned by the Board
7. Perform all duties incident to the office of treasurer

The Board may from time to time delegate to another party those duties of the treasurer it deems appropriate for delegation.

Sect. 9: Personnel – The Corporation may establish full-time and/or part-time personnel positions. The Council shall first approve personnel positions so created, as well as the salary and other forms of compensation for any such positions.

Sect. 10: Executive Director – The Board may employ an Executive Director to serve as General Manager and Chief Administrative Officer of the Corporation. The Executive Director shall be subject to the supervision of the Board of Directors and shall perform duties specifically delegated to him by the Board. The Executive Director shall serve as an ex-officio member of the Board and any other committees created by the Board. The Council shall first approve the employment of an Executive Director, as well as the salary, other forms of compensation and terms of the employment of an Executive Director.

ARTICLE VI MEETINGS

Sect. 1: Notice – The Board shall be considered a “governmental body” within the meaning of Texas Government Code, Sect. 551.001, and all meetings, notices of meetings, and deliberations shall be called, convened, held, conducted, and given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). In addition to the posting of a meeting notice in accordance with these bylaws and the Texas Open Meetings Act, a copy of each regular or annual meeting notice shall be delivered to each Director not less than seventy-two (72) hours before the time of the meeting. A meeting notice may be delivered in person or by mail. A notice by mail shall be deemed delivered when deposited in the United States mail addressed to the director at his/her address as it appears on the records of the Corporation. A director may waive such notice in writing at any time before the time of a meeting. Notices for special meetings will likewise be required and may be issued to directors by mail or in person in accordance with the above given provisions at least seventy-two (72) hours before the date of the meeting, and shall include who called the meeting and

the purpose of the meeting. The City shall be notified of any meetings either by way of email, phone, fax, or mail.

Sect. 2: Regular Meetings – The Board shall provide for at least four (4) regular meetings annually. The regular meetings shall be convened and adjourned within the City of Fulshear, Texas at the principal office of the Corporation, or at such other locations as the Board may designate so long as such meetings are likewise convened and adjourned within the City of Fulshear, Texas.

Sect. 3: Special Meetings – Special meetings of the Board may be called at the request of the president or any two (2) directors. A person or persons calling the meeting shall fix the time, date, and location of the meeting. Special meetings shall be convened and adjourned within the City. The person or persons calling the meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting.

Sect. 4: Annual Meeting – The annual meeting of the Corporation shall be held during the month of June of each year. The Board shall designate the time and location of the annual meeting.

Sect. 5: Quorum – Three (3) directors shall constitute a quorum for the transaction of business at any meeting of the Board. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Sect. 6: Proxy Voting – A director may not vote by proxy.

Sect. 7: Actions of the Board – The vote of a majority of directors present at a duly convened meeting at which a quorum is present shall be sufficient to constitute an act of the Board.

ARTICLE VII COMMITTEES

Sect. 1: Authorization – Upon approval of the Council, the president may appoint persons to serve on standing or ad hoc committees. The Council shall likewise approve a committee's membership. Further, a committee's membership shall contain no less than one (1), or more than two (2) directors, and may also include members who are not directors of the Corporation. Committees may be charged with specific duties and/or authority, but shall in no case take any action, or assume any authority, not specifically granted to them by the Board. The Board or City may terminate any committee, or remove any member at any time, either with or without cause.

Sect. 2: Term – Members of standing committees shall serve until successors are appointed, the committee is terminated, or a member is removed or resigns. Vacancies will be filled in the same manner as the original appointment.

Sect. 3: Rules

- A. Each committee may adopt rules for its own operation consistent with these bylaws and any rules adopted by the Board.
- B. In such cases as a committee serves only as an advisory body, it shall not be subject to the Open Meetings Act or the Open Records Act. Should the committee be empowered with decision-making authority, or it's advice and/or

recommendations be deemed tantamount to Board action, it shall then become subject to the Texas Open Meetings Act and the Texas Open Records Act.

- C. Each committee shall keep regular minutes of its meetings and report the same to the Board and the Council.

ARTICLE VIII FISCAL YEAR

Sect. 1: The fiscal year of the Corporation shall begin on the first day in October, and end on the last day in September.

ARTICLE IX FINANCIAL ADMINISTRATION

Sect. 1: Investments

- A. Corporate funds shall be deposited and maintained in a manner compliant with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code.
- B. The Corporation shall adopt an investment policy in compliance with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code. Such policy shall be approved by the Council. Likewise, any amendments to the policy shall require approval of the Council.

Sect. 2: Checks and Drafts – All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by two (2) original signatures. Authorized signatories shall be the directors of the Corporation, and additionally, authorized signatories for checks may include, in addition to the directors, an individual(s) approved by the Board as an authorized signatory(ies) for Corporate checks.

Sect. 3: Budget – By August 1st of each year the Corporation shall adopt a proposed annual budget of anticipated revenues and proposed expenditures for the coming fiscal year. The budget shall contain such classifications, and be in such a form, as may from time to time be prescribed by Council. The Corporation's budget shall be approved by the Council prior to the expenditure of any budgetary funds.

Sect 4: Records and Reports – The Corporation shall at all times maintain financial records of its revenues and expenditures, including receipts of all expenditures made. The Corporation shall provide the Council with monthly reports of revenues and expenditures, along with monthly check register documentation. Additionally, the Corporation shall, within ninety (90) days after the end of its fiscal year, provide the Council with an Annual Statement of Revenues and Expenditures, along with a summary of all its assets.

Sect. 5: Limitation on Expenditures – Council approval will not be required for singular un-budgeted expenditures so long as such singular expenditures do not exceed two percent (2%) of the Corporation's budgeted revenues for the fiscal year during which such expenditures are made. No purchase of goods or services on behalf of the Corporation shall be made unless previously approved

by the Board, or authority has been expressly granted by the Board to make purchase on behalf of the Corporation.

Additionally, singular expenditures in excess of ten thousand dollars (\$10,000.00) shall first be approved by the Council, and such Council approval may only be given after two separate readings of an authorizing resolution by Council.

Sect. 6: Bonds – Any bonds issued by the Corporation shall be in accordance with the Act, and shall not be issued without prior approval of the Council. Likewise, the Corporation shall seek and take into consideration the advice of the City’s bond counsel and or financial advisor(s).

Sect. 7: Gifts – The Board may accept on behalf of the Corporation any gift or bequest. Special funds shall be established for any funds from government contracts, grants, or gifts that were designated by the donor for a specific purpose. All other funds shall be general funds.

Sect. 8: Audits –The Corporation shall cause its books, records, accounts, and financial statements, and all other financial activities to be audited annually. Such audit shall be conducted by an outside independent certified public accounting firm. Further, any such audit shall be performed in accordance with generally accepted auditing procedures (GAAP), and shall include a written management letter that details any suggested management controls and operation efficiencies.

Sect. 9: Conflicts of Interest – No Board member, officer, or employee of the Corporation or City, or member of Council may lend money to, or borrow money from, the Corporation.

ARTICLE X TRANSACTIONS

Sect. 1: Contracts

- A. The Board may, by official action, authorize any officer or agent of the Corporation to enter into a contract, or execute and deliver any instrument in the name of, or on behalf of the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.
- B. The Corporation may contract with the City, or other entities or persons, for financial, administrative, legal, and other services.

ARTICLE XI BOOKS AND RECORDS

Sect. 1: Required – The Corporation shall keep and properly maintain correct and complete books and records of account. Such books and records shall be kept at City Hall. The Corporation’s books and records shall include, but not be limited to, the following:

- A. A file-endorsed copy of all documents filed with the Texas Secretary of State’s office along with originals of all documents received from the Texas Secretary of State’s office
- B. A copy of the Corporation’s bylaws, and any amended versions

- C. Minutes of the proceedings of the Board
- D. Corporate agendas and postings
- E. Books, records, accounts, and financial statements pertaining to corporate funds
- F. Rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status
- G. Any and all contracts or agreements entered into by the Corporation
- H. A current list of names and addresses of the directors, ex-officio directors, and officers of the Corporation

Sect. 2: Inspection – The Corporation shall be considered a “governmental body” within the meaning of the Texas Government Code, and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code (Open Records Act).

ARTICLE XII INDEMNIFICATION

Sect. 1: Corporation to Indemnify – The Corporation shall indemnify any current or former director, officer, employee, or agent of the Corporation for expenses and costs, including attorney's fees, actually and necessarily incurred by the director, officer, employee, or agent in connection with any claim asserted against the director, officer, employee, or agent by action in court, or otherwise, by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation, except in relation to matters as to which the person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Sect. 2: Insurance – The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a director, officer, employee, or agent of the Corporation to insure such person against any liability asserted against the person by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation. The premiums for such insurance shall be paid by the Corporation.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Sect. 1: Seal – The Corporation may provide for a corporate seal.

Sect. 2: Parliamentary Authority – Robert's Rules of Order, the latest version, shall be the parliamentary authority for all matters of procedure not specifically covered by the bylaws, or any specific rules of procedure that may from time to time be adopted by the Board.

Sect. 3: Legal Authority – The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is

expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Sec. 4A of that Act are incorporated within these bylaws by inference. In the event of any conflict between the applicable provisions of such Act, State statute or regulation, and these bylaws, the applicable provisions of such Act, State statute, or regulation shall control.

Sect. 4: Legal Construction – If any provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect other provisions of the bylaws. The bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Sect. 5: Headings – The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Sect. 6: Amendment – The bylaws may be amended, altered, or repealed by the Council. Additionally, the bylaws may be amended, altered, or repealed by the Board, with the approval of the Council.

Sect. 7: Parties Bound – The bylaws shall be binding upon and inure to the benefit of the directors, officers, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

Sect. 8: Dissolution – Upon dissolution for any reason, all of the Corporation’s assets shall be conveyed to the City after satisfaction of all outstanding obligations of the Corporation.

Sect. 9: Effective Date – These bylaws, and any subsequent amendments hereto, shall be effective on and from the date upon which approval has been given by both the Board and the Council.

CERTIFICATION


This is to certify that the foregoing is a true and correct copy of the bylaws of the City of Fulshear Development Corporation, and that such bylaws were duly approved by the City Council of the City of Fulshear, Texas on the date set forth below.

Approved by the City Council of the City of Fulshear, Texas on this 16th day of October, 2007.

Attest: 
City Secretary

This is to certify that the foregoing is a true and correct copy of the bylaws of the City of Fulshear Development Corporation, and that such bylaws were duly adopted by the Board of Directors of the City of Fulshear Development Corporation on the date set forth below.

Adopted by the Board of Directors of the City of Fulshear Development Corporation on this 29th day of January, 2008.

Attest: 
Secretary of the Corporation

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

AGENDA OF:	June 20, 2017	AGENDA ITEMS:	F
DATE SUBMITTED:	June 13, 2017	DEPARTMENT:	Economic Development
PREPARED BY:	Angela Fritz	PRESENTER:	Angela Fritz
SUBJECTS:	Fulshear Development Corporation (B) Appointments		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. City of Fulshear Resolution No. 2017-349 2. City of Fulshear Resolution No. 2016-317 – August 1, 2016 3. Fulshear Development Corporation (FDC) Bylaws 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The Fulshear Development Corporation (FDC) is a Type “B” Economic Development Sales Tax Corporation. The board has fiduciary responsibility for one-half of one cent of the City’s sales tax collection, which are dedicated to economic development. The board is responsible for managing these funds in accordance with the Local Government Code and in alignment with the City’s economic development programs and priorities.

There are currently two vacancies on the board, and two additional terms up for appointment. A copy of the current Corporation bylaws is attached for reference, and City of Fulshear Resolution No. 2017-349 has been prepared for the Council’s consideration of appointments. A list of current appointees follows:

Members with terms expiring in 2017

<u>Carol Riggs</u> _____	Term expires: June 1, 2017
<u>Wes Wauson</u> _____	Term expires: June 1, 2017
<u>Kent Johnston</u> VACANT_____	Term expires: June 1, 2017

Members with terms expiring in 2018

<u>Laurie Szantay</u> VACANT_____	Term expires: June 1, 2018
<u>Aaron Groff</u> _____	Term expires: June 1, 2018
<u>Stacy Ryan</u> _____	Term expires: June 1, 2018
<u>Jon Tristan</u> _____	Term expires: June 1, 2018

RECOMMENDATION

City Staff recommends City Council approve the Resolution as presented.

RESOLUTION No. 2017-349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING MEMBERS TO THE FULSHEAR DEVELOPMENT CORPORATION, A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the City appreciates the volunteer service and dedication of board members past and present; and
WHEREAS, the Corporation is currently short two board members due to resignations, and the terms for certain other board members of the Corporation expired June 1, 2017; and
WHEREAS, City Council of the City of Fulshear, Texas wishes to make appointments to the Fulshear Development Corporation; and
WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;
NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that appointments for the Fulshear Development Corporation are as follows, and that those named to serve as members of the Fulshear Development Corporation for the terms designated are expected to duly execute the responsibilities of said positions:

Members with terms expiring in 2018

_____	Term expires: June 1, 2018
_____	Term expires: June 1, 2018
_____	Term expires: June 1, 2018
_____	Term expires: June 1, 2018

Members with terms expiring in 2019

_____	Term expires: June 1, 2019
_____	Term expires: June 1, 2019
_____	Term expires: June 1, 2019

This resolution duly passed this ____ day of _____, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

RESOLUTION No. 2016-317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS REMOVING, APPOINTING AND REAPPOINTING CERTAIN MEMBERS TO THE BOARD OF DIRECTORS FOR THE FULSHEAR 4B DEVELOPMENT CORPORATION

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of changing the makeup of the City's 4B Community Development Corporation, and;

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the service and dedication of those previously and currently serving and;

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the Commission roster is changed: removing those individuals currently serving and appointing/ reappointing those listed below shall serve as the Board of Director's for the Fulshear 4B Development Corporation:

4 – Members who will serve through June 2018

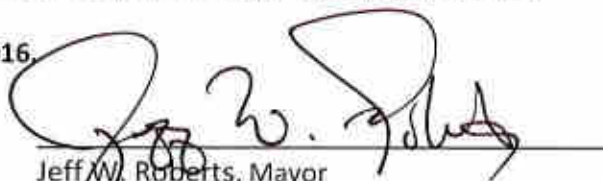
<u>Stacy Ryan Mangum</u>	Term expires: June 1, 2018
<u>Aaron Groff</u>	Term expires: June 1, 2018
<u>Laurie Szantay</u>	Term expires: June 1, 2018
<u>Jonathan Tristan</u>	Term expires: June 1, 2018

3 – Members who will serve through June 2017

<u>Wes Wauson</u>	Term expires: June 1, 2017
<u>Carol Riggs</u>	Term expires: June 1, 2017
<u>Kent Johnston</u>	Term expires: June 1, 2017

Be named to serve as Members of the Board of Directors to the Fulshear 4B Development Corporation for terms as designated above during which they are expected to duly executing those responsibilities.

This resolution duly passed this 1st day of August, 2016.



Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:



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

**CORPORATE BYLAWS
OF THE
FULSHEAR DEVELOPMENT CORPORATION**

These Bylaws shall govern the affairs of the FULSHEAR DEVELOPMENT CORPORATION (the Corporation), a public instrumentality and a non-profit corporation created under Section 4B of the Development Corporation Act of 1979, as amended (the Act).

**ARTICLE I
PURPOSE**

Sect. 1: The Corporation acts on behalf of the City of Fulshear, Texas in the furtherance of the public purpose of aiding, promoting, and furthering the economic development of the City of Fulshear, Texas, (City) and may engage in any activities authorized by the Act.

**ARTICLE II
POWERS**

Sect. 1: The Corporation shall have all the powers, both express and implied, granted to corporations governed by Sect. 4B of the Act.

**ARTICLE III
OFFICE AND AGENT**

Sect. 1: Principal Office - The principal office of the Corporation is City Hall, currently located at 30603 FM 1093, Fulshear, Texas. The Corporation may provide for additional offices, or change the location of any office, principal or otherwise, with the approval of the City Council of Fulshear, Texas (the Council).

Sect. 2: Registered Office and Agent - The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Act. The Board of Directors may from time to time change the registered office and/or agent with the approval of Council, and provided that proper notification of such change(s) is given to the Office of the Secretary of State of the State of Texas.

**ARTICLE IV
BOARD OF DIRECTORS**

Sect. 1: Management - The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the Board) subject to the restrictions imposed by law, by the Articles of Incorporation, these bylaws, and by the Council.

Sect. 2: Number - The Board shall consist of seven (7) directors who shall be appointed by the Council, and shall at all times serve at the will of Council, irrespective of terms. No more than four (4) of the directors shall be Council members, officers of the City, or employees of the City.

Sect. 3: Term - The directors shall be appointed for a term not to exceed two (2) years. The initial term of three (3) of the directors shall terminate June 1, 2008. The initial term of four (4) of the directors shall terminate June 1, 2009. The term of any Council member(s) serving as director(s) shall terminate at such time that they cease to be a member of the Council.

Sect. 4: Qualifications - Directors shall be at least eighteen (18) years of age and residents of Fulshear, Texas and/or Fort Bend County, Texas. The Council shall consider an individual's experience, profession, accomplishments, and education in appointing directors. Such considerations shall serve the purpose of providing the Board with a varied representation that would best enable it to accomplish its goals and missions. The Board may make recommendations to the Council of individuals for appointment to the Board.

Sect. 5: Compensation - Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Sect. 6: Duties - Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith, and take actions they reasonably believe to be in the best interest of the Corporation, and the City, and which are not unlawful, or unethical. The Board shall be accountable to the Council for all activities undertaken by them, or on their behalf, whether discharged directly by the Board, or by a person, firm, corporation, agency, association, or other entity acting on behalf to the Board.

- A. The directors acting as a Board shall be responsible for, but not limited to, the following:
1. Developing and implementing strategies to bolster the business climate throughout the City
 2. Developing and implementing strategies which fully utilize their assets for the economic development of the City
 3. Utilizing public, private, and academic resources to develop and enhance economic opportunities for the City's citizens and its businesses
 4. At all times being prepared to provide an accounting of all monies expended by the Corporation
 5. Providing to Council such reports on the activities of the Corporation as the Council may from time to time request

Sect. 7: Ex-Officio Directors – Council may from time to time appoint ex-officio directors to the Board. The term of office of any appointed ex-officio directors shall expire two years from the date of appointment. Ex-officio directors shall be accorded all the rights and privileges accorded directors with the exception of a voting privilege.

Sect. 8: Attendance – Directors should make every effort to attend all regular or special called meetings of the Board. The Council may remove directors absent from meetings on a regular basis.

Sect. 9: Vacancies – The Council shall fill any vacancy occurring on the Board. Any such appointment shall be for the unexpired term of the vacated position.

Sect. 10: Conflicts of Interest – The directors are local public officials within the meaning of the Texas Government Code. If a director has a substantial interest in a business entity or real property that is the subject of deliberation by the Board, the director shall file an affidavit with the secretary of the Corporation stating the nature and extent of the interest. Such affidavits shall be filed prior to any vote or decision upon the matter by the Board, and the interested director shall abstain from any vote or decision upon the matter, and may be asked to refrain from participation in discussions of the matter before the Board for consideration.

Sect. 11: Removal – The Board of Directors and each member thereof serves at the pleasure of the Council which may remove any director at any time, either with or without cause, and irrespective of terms.

ARTICLE V OFFICERS

Sect. 1: Offices – The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be members of the Board. The Board may create additional officer positions, define the authorities and duties of such additional positions, and appoint persons to fill such positions. No person may hold more than one office in the Corporation.

Sect. 2: Election and Term – The officers of the Corporation shall be elected by the Board at the Corporation’s organizational meeting, and thereafter annually at the regular annual meeting. Each officer shall hold office until a successor is duly elected, or the officer vacates his position on the Board for whatever reason. An officer may be elected to succeed himself or herself in the same office.

Sect. 3: Vacancies – A vacancy in any office will be filled by the Board for the unexpired portion of the officer’s term.

Sect. 4: Removal – Any officer may be removed by the Board at any time, with or without cause. The removal of an officer does not constitute removal of such person as a director of the Corporation.

Sect. 5: President – The president shall be the chief executive officer of the Corporation. He shall preside at all Board meetings and generally supervise and control the business affairs of the Corporation. The president shall execute all documents and agreements affecting the Corporation, except where such power is expressly delegated to another officer of the Corporation. The president shall appoint the members of all committees previously approved by the Council, and all committee chairs. The president shall perform other duties that may from time to time be prescribed by the Board, and all duties incident to the office of president.

Sect. 6: Vice President – When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers, privileges, and duties of president, and be subject to all of the limitations and restrictions placed upon the president.

Sect. 7: Secretary – The secretary shall be the custodian of the corporate records. The secretary shall record and keep all the votes and minutes of the meetings of the Board. The secretary shall give notice of all meetings of the Board and its committees. The Board may delegate to another party the duties of recording of votes and minutes, and the posting of meeting notices. The secretary shall authenticate corporate documents and affix the seal of the Corporation as may be required. The secretary shall also perform all duties incident to the office of secretary, and other duties as may from

time to time be assigned by the Board. In the absence of the president and vice president, the secretary shall call a meeting to order and preside until the election of a president pro tem.

Sect. 8: Treasurer – The treasurer shall, if required by the Board or the Council, provide bond for the faithful discharge of his/her duties in such a form and amount as the Board or Council may require. The cost of such bond shall be paid by the Corporation, or the City. In the absence of the president, vice president, and secretary, the treasurer shall call a meeting to order, and presided until the election of a president pro-tem.

Additionally, the treasurer shall:

1. Have charge and custody of, and be responsible for all funds and securities of the Corporation
2. Receive and give receipts for monies due and payable to the Corporation from any source
3. Deposit all monies in the name of the Corporation in banks, trust companies, or other depositories
4. Maintain the financial books and records of the Corporation
5. Prepare financial reports at least annually, or on a schedule prescribed by the Board or Council
6. Perform other duties as assigned by the Board
7. Perform all duties incident to the office of treasurer

The Board may from time to time delegate to another party those duties of the treasurer it deems appropriate for delegation.

Sect. 9: Personnel – The Corporation may establish full-time and/or part-time personnel positions. The Council shall first approve personnel positions so created, as well as the salary and other forms of compensation for any such positions.

Sect. 10: Executive Director – The Board may employ an Executive Director to serve as General Manager and Chief Administrative Officer of the Corporation. The Executive Director shall be subject to the supervision of the Board of Directors and shall perform duties specifically delegated to him by the Board. The Executive Director shall serve as an ex-officio member of the Board and any other committees created by the Board. The Council shall first approve the employment of an Executive Director, as well as the salary, other forms of compensation and terms of employment of an Executive Director.

ARTICLE VI MEETINGS

Sect. 1: Notice – The Board shall be considered a “governmental body” within the meaning of Texas Government Code, Sect. 551.001, and all meetings, notices of meetings, and deliberations shall be called, convened, held, conducted, and given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). In addition to the posting of a meeting notice in accordance with these bylaws and the Texas Open Meetings Act, a copy of each regular or annual meeting notice shall be delivered to each Director not less than seventy-two (72) hours before the time of the meeting. A meeting notice may be delivered in person or by mail. A notice by mail shall be deemed delivered when deposited in the United States mail addressed to the director at his/her address as it appears on the records of the Corporation. A director may waive such notice in writing at

any time before the time of a meeting. Notices for special meetings will likewise be required and may be issued to directors by mail or in person in accordance with the above given provisions at least seventy-two (72) hours before the date of the meeting, and shall include who called the meeting and the purpose of the meeting. The City shall be notified of any meetings either by way of email, phone, fax, or mail.

Sect. 2: Regular Meetings – The Board shall provide for at least four (4) regular meetings annually. The regular meetings shall be convened and adjourned within the City of Fulshear, Texas at the principal office of the Corporation, or at such other locations as the Board may designate so long as such meetings are likewise convened and adjourned within the City of Fulshear, Texas.

Sect. 3: Special Meetings – Special meetings of the Board may be called at the request of the president or any three (3) directors. A person or persons calling the meeting shall fix the time, date, and location of the meeting. Special meetings shall be convened and adjourned within the City. The person or persons calling the meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting.

Sect. 4: Annual Meeting – The annual meeting of the Corporation shall be held during the month of June of each year. The Board shall designate the time and location of the annual meeting.

Sect. 5: Quorum – Four (4) directors shall constitute a quorum for the transaction of business at any meeting of the Board. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Sect. 6: Proxy Voting – A director may not vote by proxy.

Sect. 7: Actions of the Board – The vote of a majority of directors present at a duly convened meeting at which a quorum is present shall be sufficient to constitute an act of the Board.

ARTICLE VII COMMITTEES

Sect. 1: Authorization – Upon approval of the Council, the president may appoint persons to serve on standing or ad hoc committees. The Council shall likewise approve a committee's membership. Further, a committee's membership shall contain no less than one (1), or more than three (3) directors, and may also include members who are not directors of the Corporation. Committees may be charged with specific duties and/or authority, but shall in no case take any action, or assume any authority, not specifically granted to them by the Board. The Board or City may terminate any committee, or remove any member at any time, either with or without cause.

Sect. 2: Term – Members of standing committees shall serve until successors are appointed, the committee is terminated, or a member is removed or resigns. Vacancies will be filled in the same manner as the original appointment

Sect. 3: Rules

- A. Each committee may adopt rules for its own operation consistent with the bylaws and any rules adopted by the Board.

- B. In such cases as a committee serves only as an advisory body, it shall not be subject to the Open Meetings Act or Open Records Act. Should the committee be empowered with decision making authority, or its advice and/or recommendations be deemed tantamount to Board action, it shall then become subject to the Texas Open Meetings Act and the Texas Open Records Act.
- C. Each committee shall keep regular minutes of its meetings and report the same to the Board and the Council.

ARTICLE VIII FISCAL YEAR

Sect. 1: The fiscal year of the Corporation shall begin on the first day in October, and end on the last day in September.

ARTICLE IX FINANCIAL ADMINISTRATION

Sect. 1: Investments

- A. Corporate funds shall be deposited and maintained in a manner compliant with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code.
- B. The Corporation shall adopt an investment policy in compliance with the provisions of Chapter 2256, Public Funds Investment Act, of the Texas Government Code. Such policy shall be approved by the Council. Likewise, any amendments to the policy shall require approval of the Council.

Sect. 2: Checks and Drafts – All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by two (2) original signatures. Authorized signatories shall be the directors of the Corporation, and additionally, authorized signatories for checks may include, in addition to the directors, an individual(s) approved by the Board as an authorized signatory(ies) for Corporate checks.

Sect. 3: Budget – By August 1st of each year the Corporation shall adopt a proposed annual budget of anticipated revenues and proposed expenditures for the coming fiscal year. The budget shall contain such classifications, and be in such a form, as may from time to time be prescribed by Council. The Corporation's budget shall be approved by the Council prior to the expenditure of any budgetary funds.

Sect 4: Records and Reports – The Corporation shall at all times maintain financial records of its revenues and expenditures, including receipts of all expenditures made. The Corporation shall provide the Council with monthly reports of revenues and expenditures, along with monthly check register documentation. Additionally, the Corporation shall, within ninety (90) days after the end of its fiscal year, provide the Council with an Annual Statement of Revenues and Expenditures, along with a summary of all its assets.

Sect. 5: Limitation on Expenditures – Council approval will not be required for singular un-budgeted expenditures so long as such singular expenditures do not exceed two percent (2%) of the Corporation’s budgeted revenues for the fiscal year during which such expenditures are made. No purchase of goods or services on behalf of the Corporation shall be made unless previously approved by the Board, or authority has been expressly granted by the Board to make purchase on behalf of the Corporation.

Additionally, singular expenditures in excess of ten thousand dollars (\$10,000.00) shall first be approved by the Council, and such Council approval may only be given after two separate readings of an authorizing resolution by Council.

Sect. 6: Bonds – Any bonds issued by the Corporation shall be in accordance with the Act, and shall not be issued without prior approval of the Council. Likewise, the Corporation shall seek and take into consideration the advice of the City’s bond counsel, and or, financial advisor(s).

Sect. 7: Gifts – The Board may accept on behalf of the Corporation any gift or bequest. Special funds shall be established for any funds from government contracts, grants, or gifts that were designated by the donor for a specific purpose. All other funds shall be general funds.

Sect. 8: Audits – The Corporation shall cause its books, records, accounts, and financial statements, and all other financial activities to be audited annually. Such audit shall be conducted by an outside independent certified public accounting firm. Further, any such audit shall be performed in accordance with generally accepted auditing procedures (GAAP), and shall include a written management letter that details any suggested management controls and operation efficiencies.

Sect. 9: Conflicts of Interest – No Board member, officer, or employee of the Corporation or City, or member of Council may lend money to, or borrow money from, the Corporation.

ARTICLE X TRANSACTIONS

Sect. 1: Contracts

- A. The Board may, by official action, authorize any officer or agent of the Corporation to enter into a contract, or execute and deliver any instrument in the name of, or on behalf of the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.
- B. The Corporation may contract with the City, or other entities, or persons for financial, administrative, legal, and other services.

ARTICLE XI BOOKS AND RECORDS

Sect. 1: Required – The Corporation shall keep and properly maintain correct and complete books and records of account. Such books and records shall be kept at City Hall. The Corporation’s books and records shall include, but not be limited to, the following:

- A. A file-endorsed copy of all documents filed with the Texas Secretary of State's office along with originals of all documents received from the Texas Secretary of State's office
- B. A copy of the Corporation's bylaws, and any amended versions
- C. Minutes of the proceedings of the Board
- D. Corporate agendas and postings
- E. Books, records, accounts, and financial statements pertaining to corporate funds
- F. Rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status
- G. Any and all contracts or agreements entered into by the Corporation
- H. A current list of names and addresses of the directors, ex-officio directors, and officers of the Corporation

Sect. 2: Inspection – The Corporation shall be considered a “governmental body” within the meaning of the Texas Government Code, and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code (Open Records Act).

ARTICLE XII INDEMNIFICATION

Sect. 1: Corporation to Indemnify – The Corporation shall indemnify any current or former director, officer, employee, or agent of the Corporation for expenses and costs, including attorney's fees, actually and necessarily incurred by the director, officer, employee, or agent in connection with any claim asserted against the director, officer, employee, or agent by action in court, or otherwise, by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation, except in relation to matters as to which the person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Sect. 2: Insurance – The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a director, officer, employee, or agent of the Corporation to insure such person against any liability asserted against the person by reason of the person being, or having been, a director, officer, employee, or agent of the Corporation. The premiums for such insurance shall be paid by the Corporation.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Sect. 1: Seal – The Corporation may provide for a corporate seal.

Sect. 2: Parliamentary Authority – Robert's Rules of Order, the latest version, shall be the parliamentary authority for all matters of procedure not specifically covered by the bylaws, or any specific rules of procedure that may from time to time be adopted by the Board.

Sect. 3: Legal Authority – The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Sec. 4B of that Act are incorporated within these bylaws by inference. In the event of any conflict between the applicable provisions of such Act, State statute, or regulation and these bylaws, the applicable provisions of such Act, State statute, or regulation shall control.

Sect. 4: Legal Construction – If any provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect other provisions of the bylaws. The bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Sect. 5: Headings – The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Sect. 6: Amendment – The bylaws may be amended, altered, or repealed by the Council. Additionally, the bylaws may be amended, altered, or repealed by the Board, with the approval of the Council.

Sect. 7: Parties Bound – The bylaws shall be binding upon and inure to the benefit of the directors, officers, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

Sect. 8: Dissolution – Upon dissolution for any reason, all of the Corporation's assets shall be conveyed to the City after satisfaction of all outstanding obligations of the Corporation.

Sect. 9: Effective Date – These bylaws, and any subsequent amendments hereto, shall be effective on and from the date upon which approval has been given by both the Board and the Council.

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of the bylaws of the Development Corporation of Fulshear, and that such bylaws were duly approved by the City Council of the City of Fulshear, Texas on the date set forth below.

Approved by the City Council of the City of Fulshear, Texas on this 16 day of OCTOBER, 2007.

Attest: 
City Secretary

This is to certify that the foregoing is a true and correct copy of the bylaws of the Development Corporation of Fulshear, and that such bylaws were duly adopted by the Board of Directors of the Development Corporation of Fulshear on the date set forth below.

Adopted by the Board of Directors of the Fulshear Development Corporation on this 31st day of JANUARY, 2008.

Attest: 
Secretary of the Corporation

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	G
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Ex-Officio Representation to the Planning & Zoning Commission		
ATTACHMENTS:	Resolution No. 2017-350		
EXPENDITURE REQUIRED:			\$
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

Under State Law the City must vet any Impact Fee Study with the City’s Planning Commission and when undertaking that vetting the Commission must have representation from the Extraterritorial Jurisdiction in the form of an Ex-Officio Member. This appointment is requested in order to meet that requirement so that we may continue and complete the Impact Fee Study currently in process with Kimley-Horn.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 2017-350 appointing an Ex-Officio Member to the Planning and Zoning Commission.

RESOLUTION No. 2017-350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, APPOINTING AN EX-OFFICIO MEMBER TO THE PLANNING AND ZONING COMMISSION

WHEREAS, the City Council of the City of Fulshear, Texas is in the process of conducting an Impact Fee Study, and;

WHEREAS, State Law requires the vetting of said study by the City's Planning and Zoning Commission; and

WHEREAS, per State Law the Commission making evaluation of the proposed plan must include a representative from the Extraterritorial Jurisdiction of the City; and

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the service and dedication of those previously and currently serving and;

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the following individual, a resident of the Extraterritorial Jurisdiction be appointed as an Ex-Officio Member of the City's Planning and Zoning Commission:

1 – Members who will serve through June 2018

_____ Term expires: June 1, 2018
For the term as designated above during which they are expected to duly executing those responsibilities.

This resolution duly passed this _____ day of June, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	H
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Parks & Recreation Commission Appointments		
ATTACHMENTS:	Resolution No. 2017-351		
EXPENDITURE REQUIRED:			\$
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

The Parks and Recreation Commission has several expiring terms and also one vacancy created by the departure of a Member. Additionally, the authorizing Ordinance for the Commission includes a provision for the appointment of Developer representatives to the Commission. The attached Resolution includes those positions.

STAFF RECOMMENDATION

Staff defers to the Mayor and Council on who is appointed; however we recommend appointments so that the Commission can continue to execute their duties.

RESOLUTION No. 2017-351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING AND REAPPOINTING CERTAIN MEMBERS TO THE PARKS AND RECREATION COMMISSION

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of changing the makeup of the City's Parks and Recreation Commission, and;

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the service and dedication of those previously and currently serving and;

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the Commission roster is changed: removing those individuals currently serving and appointing/ reappointing those listed below shall serve as the Resident Representatives on the City's Parks and Recreation Commission:

1 – Resident Member who will serve through June 2018

Term Expires: June 1, 2018

3 – Resident Members who will serve through June 2019

Term Expires: June 1, 2019

Term Expires: June 1, 2019

Term Expires: June 1, 2019

2 – Developer Members who will serve through June 2019

Term expires: June 1, 2019

Term expires: June 1, 2019

Be named to serve as Members of the Fulshear Parks and Recreation Commission for terms as designated above during which they are expected to duly executing those responsibilities.

This resolution duly passed this _____ day of June, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	I
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Zoning Board of Adjustment		
ATTACHMENTS:	Pages 57-68 of the Zoning Ordinance		
EXPENDITURE REQUIRED:		\$	
AMOUNT BUDGETED:		\$0	
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:		\$0	
ACCOUNT NO:			

EXECUTIVE SUMMARY

There have been several questions about the Role and Authority of the Zoning Board of Adjustment so rather than trying to blindly appoint members we are going to provide for discussion of the Board its powers and role so that Council and the Public have a better understanding of what the ZBA is and who might be best qualified to serve.

STAFF RECOMMENDATION

Staff will present a Resolution for appointment of this Board in July.

- Sec. 1-279. - Amendments.
- Sec. 1-280. - Variances.
- Sec. 1-281. - Variance permit criteria.
- Sec. 1-282. - Effect of variance permit.
- Sec. 1-283. - Special Use Permits.
- Secs. 1-284—1-314. - Reserved.

Sec. 1-277. - Decision-making bodies and officials.

The City decision-making bodies and officials described in this section, without limitation upon the authority each possesses by law, have responsibility for implementing and administering this Ordinance in the manner described in this section.

(a) Planning and Zoning Commission. For the purposes of this Ordinance, the Planning and Zoning Commission shall exercise the following powers and be required to:

- (1) Review and recommend to the City Council changes in Zoning; and
- (2) Perform such other functions and duties as authorized in this Code and as may be duly delegated to them by the City Council.

(b) Board of Adjustment. For the purpose of this Ordinance, there is hereby created a Board of Adjustment consisting of five members each appointed by the City Council. The Board of Adjustment shall exercise the following powers and be required to:

- (1) Hear and decide appeals where it is alleged that there is an error in any order or decision by City officials in the administration and enforcement of this Ordinance;
- (2) Hear and decide appeals of any interpretation of the text of this Ordinance made by the Chief Building Official or City Administrator pursuant to section 1-127 and subsection (3) of this section; and
- (3) Hear and decide requests for variances from the terms of this Ordinance pursuant to the procedures and standards of section 1-280.

(c) Offices of the Chief Building Official and City Administrator. For the purposes of this Ordinance, the Chief Building Official or City Administrator shall exercise the following powers and be required to:

- (1) Make recommendations and provide assistance to the City Council, Planning and Zoning Commission and Board of Adjustment;
- (2) Render administrative decisions on appropriate development applications; and
- (3) Render administrative interpretations of the text and Zoning maps in this Ordinance pursuant to the procedures and standards in section 1-127 and this section.

Sec. 1-278. - Notice of Public Hearings.

(a) Manner of conveyance or delivery. Public notice of hearings shall be given as follows:

- (1) *Publication.* Whenever the provisions of this Ordinance require a Public Hearing before the Planning and Zoning Commission or the Board of Adjustment, notice of a Public Hearing on the application shall be published in a newspaper of general circulation in the City at least eleven (11) days before the Public Hearing. Whenever the provisions of this Ordinance require a Public Hearing before the City Council, notice of a Public Hearing on the application shall be published in a newspaper of general circulation in the City at least sixteen (16) days before the Public Hearing.
- (2) *Mailing.* Notice of required Public Hearings shall also be sent by mail to all owners of land within two hundred feet (200') of the lot lines or within the same Subdivision of the land that is the subject of the application. Such notice shall be postmarked at least ten (10) days before the Planning and Zoning Commission or Board of Adjustment Public Hearing. If a hearing before the City Council is required, such notice shall be mailed and postmarked at least fifteen (15) days before the City Council Public Hearing. Owners of land shall be identified by reference to the most recent tax records, except that when land is owned by a condominium association, notice shall be given to the condominium association. Notice shall be deemed mailed by virtue of its deposit with the United States Postal Service, properly addressed with postage prepaid.
- (3) *Posting.* Notice of required Public Hearings shall also be provided by way of a sign posted on the land that is the subject of the application. One sign shall be posted for each two hundred feet (200') of frontage along a public street, with a maximum of two (2) signs required per frontage. Signs shall be located so that the lettering is visible from the street. Where the land does not have frontage on a public street, signs shall be posted on the nearest public street with an attached notation indicating the location of the land subject to the application.

(b) *Contents.* The contents of public notice hearings shall include the following:

- (1) *Publication and mailed notice.* Published and mailed notices shall provide at least the following information:
 - a. The general location of the land that is the subject of the application;
 - b. Its legal description and street address;
 - c. The substance of the application;
 - d. The time, date and location of the Public Hearing;
 - e. The time, date and place where the application may be inspected by the public; and
 - f. A statement that interested parties may appear at the Public Hearing and be heard with respect to the application.
- (2) *Signs.* Required signs shall at least indicate the substance of the application; the time, date and location of the Public Hearing; and the contact point for additional information.

Sec. 1-279. - Amendments.

- (a) *Purpose.* The purpose of this section is to provide a means for changing the text of this Ordinance or the District boundaries shown on the official Zoning map as necessary or for special use permits. Since this Ordinance represents the City's effort to provide for the orderly development of the community, no change shall be made in these regulations except to:
- (1) Correct an error in the regulations or map;
 - (2) Recognize changed or changing conditions or circumstances in a particular locality or area; or
 - (3) Recognize a change in public plans or policies that affect the property.
- (b) *Authority.* The City Council may, after recommendation of the Planning and Zoning Commission, adopt an Ordinance amending the text of this Ordinance or the boundaries of the official Zoning map upon compliance with the provisions of this section.
- (c) *Initiation.* An application for an amendment to the official Zoning map may be proposed by the mayor, a member of the City Council, the City Administrator, the City Engineer or a qualified applicant for a proposed development. An amendment to the text of this Ordinance may be proposed by the mayor, a member of the City Council or the City Administrator.
- (d) *Procedure.*
- (1) *Submission of application.* A complete application shall be submitted to the City Administrator in a form established by the City, along with a nonrefundable fee that is established from time to time by the City Council to defray the actual cost of processing the application. No application shall be processed until the established fee has been paid and the application has been deemed complete by the City Administrator. No application fee shall be required when such amendment is being proposed by the mayor, a member of the City Council or the City Administrator.
 - (2) *Review and recommendation by the City Administrator.* After determining that the application is complete, the City Administrator shall prepare a staff report, which may include a recommendation for approval or disapproval based on the criteria in subsection (f) of this section. A copy of the staff report on a proposed amendment to the official Zoning map shall be mailed to the applicant at least five (5) days prior to the Public Hearing on the application.
 - (3) *Recommendation by Planning and Zoning Commission.* The Planning and Zoning Commission shall, after due notice, conduct a Public Hearing on the report, in accordance with V.T.C.A., Local Government Code ch. 211, or other applicable law. At the Public Hearing, the Planning and Zoning Commission shall consider the application, the staff report, the relevant support materials and public testimony given at the Public Hearing. After the close of the Public Hearing, the Planning and Zoning Commission shall prepare and deliver a report and recommendation to the City Council to approve or disapprove the proposed amendment based on the criteria in subsection (f) of this section.
 - (4) *Action by City Council.*

- (e) *Public Hearing.* After receiving the final report of the Planning and Zoning Commission, the City Council shall, after due notice, conduct a Public Hearing on the proposed amendment. At the Public Hearing, the City Council shall consider the application, the staff report, the relevant support materials and public testimony given at the Public Hearing.
- (f) *Amendment criteria.* The wisdom of amending the text of this Ordinance or the Zoning map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or disapprove the proposed amendment, the City Council shall consider the following factors:
 - (1) Consistency with Ordinance. Whether and the extent to which the proposed amendment would conflict with any portion of this Ordinance.
 - (2) Compatibility with surrounding area. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate Zoning District for the land.
 - (3) Changed conditions. Whether and the extent to which there are changed conditions that require an amendment.
 - (4) Effect on natural environment. Whether and the extent to which the proposed amendment would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment.
 - (5) Community need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.
 - (6) Comprehensive plan. Whether and the extent to which the proposed amendment is compatible with the vision set forth in the City's comprehensive plan and would result in a logical and orderly development pattern and not constitute spot Zoning.
 - (7) *Vote required for action.* Action to amend the text of this Ordinance or the official Zoning map shall require an affirmative vote of at least three (3) members (three-fifths (3/5)) of the City Council.

Sec. 1-280. - Variances.

- (a) *Purpose.* Variances are deviations from the property development standards for the applicable Zoning District where development is proposed that would not be contrary to the public interest and, due to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship, and so that the spirit of this Ordinance is observed and substantial justice done. A variance cannot be requested for a change in land use.
- (b) *Authority.* The Board of Adjustment, in accordance with the procedures, standards and limitations of this section, shall approve, approve with conditions, or disapprove an application for a variance permit after receiving a recommendation by the City Administrator.
- (c) *Initiation.* An application for a variance permit shall be submitted by a qualified applicant.

(d) Procedure.

- (1) *Submission of application.* A complete application for a variance permit shall be submitted to the City Administrator, along with a nonrefundable fee that is established from time to time by the City Council to defray the actual cost of processing the application. No application shall be processed until the established fee has been paid and the application has been determined completed by the City Administrator.
- (2) *Review and recommendation by City Administrator.* After determining that the application is complete, the City Administrator shall review the application and prepare a staff report, which may include a recommendation of approval, approval with conditions or disapproval based upon the criteria in section 1-281. A copy of the report shall be mailed to the applicant at least five (5) days prior to the Public Hearing on the application.
- (3) *Public Hearing.* After due notice, the Board of Adjustment shall hold a Public Hearing on an application for a variance permit. At the Public Hearing the Board of Adjustment shall consider the application, the staff report, the relevant supporting materials and the public testimony given at the Public Hearing. After the close of the Public Hearing, the Board of Adjustment shall vote to approve, approve with conditions or disapprove the application for a variance permit pursuant to the criteria of section 1-281.
- (4) *Notice of decision.* The City Administrator shall provide a copy of the decision to the applicant by mail within ten (10) days of the board's decision.

Sec. 1-281. – Variance permit criteria.

To approve an application for a variance permit, the Board of Adjustment shall make an affirmative finding that the following criteria are met:

- (1) Special circumstances exist that are peculiar to the land or structure that are not applicable to other land or structures in the same Zoning District and are not merely financial;
- (2) These special circumstances are not the result of the actions of the applicant;
- (3) Literal interpretation and enforcement of the terms and provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other land in the same Zoning District, and would cause an unnecessary and undue hardship;
- (4) Granting the variance is the minimum action that will make possible the use of the land or structure which is not contrary to the public interest, and which would carry out the spirit of this Ordinance and substantial justice;
- (5) Granting the variance will not adversely affect adjacent land in a material way; and
- (6) Granting the variance will be generally consistent with the purposes and intent of this Ordinance.

Sec. 1-282. - Effect of variance permit.

- (a) *Generally.* Issuance of a variance permit shall authorize only the particular variation which is approved in the variance permit. A variance permit shall run with the land.
- (b) *Time limit.* Unless otherwise specified in the variance permit, an application to commence construction of the improvements that were the subject of the variance permit request must be applied for and approved within twelve (12) months of the date of the approval of the variance permit, otherwise the variance permit shall automatically become null and void. Permitted time frames do not change with successive owners. Upon written request, only one (1) extension of the twelve (12) month timeframe may be granted by the Board of Adjustment for a period not to exceed twelve (12) months for good cause shown.

Sec. 1-283. - Special Use Permits.

- (a) The City Council may by Ordinance grant Special Use Permits in any District provided, however, that the special use is specifically authorized under this Ordinance. In granting a Special Use Permit, the City Council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the building inspector, for use of the building on such property pursuant to such Special Use Permit and such conditions precedent to the granting of the certificate of occupancy.
- (b) All requests for Special Use Permits shall first be presented to the Planning and Zoning Commission, which shall hold Public Hearings thereon and consider them in accordance with subsection (c) of this section, and then make a recommendation to the City Council which shall also hold Public Hearings and shall approve, disapprove or approve the special use with conditions.
- (c) Special Use Permits may not be granted unless the Planning and Zoning Commission makes written findings based directly upon the particular evidence presented to it which support written conclusions that the granting of the Special Use Permit will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.
- (d) Every Special Use Permit granted under these provisions shall be considered as an amendment to the Ordinance from which this Ordinance is derived as applicable to such property under consideration, but shall not be considered as a permanent change in Zoning. In the event the building, premises, or land uses under the Special Use Permit is voluntarily or involuntarily vacated or if the ownership is voluntarily or involuntarily transferred, or if such buildings, premises, or land is more than fifty percent (50%) destroyed by fire or other cause, the use of the same shall thereafter conform to the regulations of the original Zoning District of such property unless a new and separate Special Use Permit is granted for continuation of the use.
- (e) No building, premises, or land used under a Special Use Permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Special Use Permit is granted for such enlargement, modification, structural alteration, or change.
- (f) The following shall be submitted in connection with all applications for a Special Use Permit:

- (1) *Ownership affidavit.* A Statement of ownership and control of the subject property and a Statement describing the nature of the intended use shall be submitted.
- (2) *Vicinity map.* A general location map indicating the approximate location of the subject parcel shall be submitted.
- (3) *Context map.* Twenty (20) full-size, twenty four by thirty six inches (24" x 36"), copies of a context plan shall be submitted; additional copies may be required. The map shall include the existing features within two hundred feet (200') of the proposed conditional use. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths and property names.
- (4) *Survey.* A survey prepared and stamped by a State registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel shall be submitted.
- (5) *Compliance with the comprehensive plan.* A Statement indicating how the proposed development complies with the City's adopted comprehensive plan shall be submitted.
- (6) *Site plan.* Twenty (20) full-size, twenty four inches by thirty six inches (24" x 36"), copies of the site plan are required to be submitted and shall be prepared and stamped by licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, Engineers, surveyors, transportation Engineers or other professionals, deemed necessary by the City Administrator or his designee for detailed elements that should be included on the site plan.
- (7) *Landscaping plan.* Twenty (20) full-size, twenty four inches by thirty six inches (24" x 36"), copies of a landscaping plan is required to be submitted and shall be prepared and stamped by a licensed landscape architect, indicating the location, spacing, types and sizes of landscaping elements, existing trees (in accordance with section 1-165), and showing compliance with the City's off-street parking requirements, the City's design guidelines and policies, and the requirements of the appropriate Zoning District.
- (8) *Grading and drainage plan.* Twenty (20) full-size, twenty four inches by thirty six inches (24" x 36"), copies of a grading and drainage plan which indicates the proposed grading and techniques for controlling and discharging drainage shall be submitted.
- (9) *Lighting plan.* A lighting plan shall be submitted which indicates the illumination of all interior areas and immediately adjoining streets showing the location, candlepower and type of lighting proposed. The lighting plan shall be in conformance with all applicable lighting standards of Fort Bend County.
- (10) *Elevations.* Twenty (20) full-size, twenty four inches by thirty six inches (24" x 36"), copies of elevations of all buildings, fences and other structures viewed from all sides indicating height of structures, the average finished grade of the

site at the foundation area of all structures, percentage of building materials proposed, and color of all materials shall be submitted.

- (11) *Signage plan.* The Planning and Zoning Commission shall approve an overall signage plan during the specific use approval process. All information to be provided for the sign permit shall be submitted concurrent with the site plan application materials.
- (12) *Traffic impact study.* A traffic impact study, completed by a certified traffic Engineer, may be required if it is estimated by the City Engineer that the project could generate trips for any given time period in excess of five percent (5%) of the existing volume of traffic on adjacent street systems.
- (13) *Public notice.* Stamped and addressed business size envelopes (which do not include return addresses) to all owners of property located within three hundred feet (300') of the boundary of the proposed conditional use, as listed in the current county records, shall be submitted.

Sections. 1-284—1-314. - Reserved.

ARTICLE VI. - NONCONFORMITIES

Sec. 1-315. - General purpose; authority; maintenance and repair.

Sec. 1-316. - Nonconforming uses—Abandonment.

Sec. 1-317. - Same—Movement, alteration and enlargement.

Sec. 1-318. - Nonconforming structures; movement, alteration and enlargement.

Sec. 1-319. - Nonconforming accessory uses and nonconforming accessory structures.

Sec. 1-320. - Determination of nonconforming use and nonconforming structure status.

Secs. 1-321—1-343. - Reserved.

Sec. 1-315. - General purpose; authority; maintenance and repair.

(a) *Purpose and scope of regulations.* This article regulates the continued existence of:

- (1) Uses established prior to May 17, 2012, that do not conform to the use regulations of this Ordinance in the Zoning Districts in which such uses are located. Such uses are hereafter referred to as nonconforming uses; and
- (2) Buildings and structures constructed prior to May 17, 2012, that do not comply with the applicable property development standards of this Ordinance in the Zoning Districts in which such buildings or structures are located. Such structures are hereafter referred to as nonconforming structures.

(b) *Authority to continue.*

- (1) Continuation of nonconforming use. A nonconforming use that lawfully occupies a structure or a vacant site on May 17, 2012, may be continued so long as it remains otherwise lawful, subject to the standards and limitations of this section.
- (2) Continuation of nonconforming structures. A nonconforming structure that lawfully occupies a land site on May 17, 2012, that does not conform with the standards for

front setbacks, side setbacks, rear setbacks, height, screening, floor area of structures, driveways or open space for the District in which the structure is located, may be used and maintained subject to the standards and limitations in this section.

(3) Amortization of nonconforming uses or nonconforming structures. A nonconforming use or nonconforming structure may be amortized by the City based on the following provisions:

- a. The City provides adequate written notice to the owner of the impending amortization;
- b. The City also provides sufficient time for the owner to procure an appropriate place to relocate;
- c. The City offers just compensation for the value of the property, the costs associated with moving the use, and the loss of revenue due to the discontinuance of the use.

(c) *Ordinary repair and maintenance.* Normal maintenance and incidental repair may be performed on a conforming structure which contains a nonconforming use or on a nonconforming structure. This section shall not be construed to prevent the strengthening or restoration to a safe condition of a structure in accordance with an order of the City Administrator who declares a structure to be unsafe and orders its restoration to a safe condition.

Sec. 1-316. - Nonconforming uses—Abandonment.

(a) *When abandoned.* A nonconforming use of land or of a structure in a District that is discontinued or remains vacant for a continuous period of one (1) year shall be presumed to be abandoned and shall not thereafter be reestablished or resumed. Any subsequent use or occupancy of the structure or land site must conform with the regulations for the District in which it is located.

(b) *Overcoming presumption of abandonment.* The presumption of abandonment may be rebutted upon a showing, to the satisfaction of the Chief Building Official that during such period the owner of the land or structure has been:

- (1) Maintaining the land and structure in accordance with the building code and did not intend to discontinue the use;
- (2) Actively and continuously marketing the land or structure for sale or lease; or
- (3) Engaged in other activities that would affirmatively prove there was not intent to abandon.

(c) *Calculation of period of abandonment.* Any period of such discontinuance caused by government actions, fire or natural calamities, and without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance pursuant to this section.

Sec. 1-317. – Nonconforming uses—Movement, alteration and enlargement.

No nonconforming use may be moved, enlarged or altered and no nonconforming use of land may occupy additional land, except in the manner provided in this section.

- (1) *Enlargement.* A nonconforming use may not be enlarged, expanded or extended to occupy all or a part of another structure or land site, that it did not occupy on the effective date of the Zoning Ordinance, or any amendment thereto, from which the provision was derived.
- (2) *Exterior or interior remodeling or improvements to structure.* Exterior or interior remodeling or improvements to a structure containing a nonconforming use shall be allowed provided there is no expansion of the nonconforming use.
- (3) *Relocation of structure.* A structure containing a nonconforming use may not be moved unless the use shall conform to the regulations of the Zoning District into which the structure is moved.
- (4) *Destruction of structure with nonconforming use.* If a structure that contains a nonconforming use is destroyed to the extent of fifty percent (50%) or more by fire or natural calamity or is voluntarily razed or is required by law to be razed, the nonconforming use shall not be resumed, and the structure shall not be restored. Unless the structure is a single family dwelling previously used for residential purposes; in which case the structure may be restored or replaced if the property owner obtains a special use permit under Sec. 1-283. The determination of the extent of damage or destruction under this section shall be based on the ratio of the estimated cost of restoring the structure to its condition before the damage or destruction to the estimated cost of duplicating the entire structure as it existed prior to the damage or destruction.
- (5) *Moving.* A nonconforming structure shall not be moved, in whole or in part, for any distance whatsoever, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the Zoning District in which it is located after being moved.

Sec. 1-318. - Nonconforming accessory uses and nonconforming accessory structures.

The continued existence of nonconforming accessory uses and nonconforming accessory structures shall be subject to the provisions governing principal nonconforming uses and nonconforming structures set forth in sections 1-316 and 1-317.

Sec. 1-319. - Determination of nonconforming use and nonconforming structure status.

The burden of establishing that a nonconforming use or nonconforming structure lawfully exists under this Ordinance shall, in all cases, be the owner's burden and not the City's.

Sections. 1-320—1-343. - Reserved.

ARTICLE VII. - ENFORCEMENT

Sec. 1-344. - Enforcement officer.

Sec. 1-345. - Compliance required.

Sec. 1-346. - Remedies and enforcement powers.
Sec. 1-347. - Enforcement procedures.
Sec. 1-348. - Other enforcement matters.
Secs. 1-349—1-369. - Reserved.

Sec. 1-344. - Enforcement officer.

This Ordinance shall be enforced by the City Administrator or designee, pursuant to V.T.C.A., Local Government Code § 211.012, or other applicable law.

Sec. 1-345. - Compliance required.

No person may use, occupy or develop land, buildings or other structures, or authorize or permit the use, occupancy or development of land, buildings or other structures, except in accordance with all the provisions of this Ordinance.

Sec. 1-346. - Remedies and enforcement powers.

The City shall have the following remedies and enforcement powers:

- (1) *Withhold permits.* The City may deny or withhold all permits, approvals or other forms of authorization on any land or structure for which there is an uncorrected violation of a provision of this Ordinance or of a condition of a permit, certificate, approval or other authorization previously granted by the City Council, commission or Board of Adjustment. In lieu of withholding or denying an authorization, the City may grant such authorization subject to the condition that the violation be corrected.
- (2) *Stop work.* With or without revoking permits, the City may stop work on any building or structure on any land on which there is an uncorrected violation of a provision of this Ordinance or of a permit or other form of authorization issued hereunder, in accordance with its power to stop work under its building codes.
- (3) *Injunctive relief.* The City may seek an injunction or other equitable relief in court to stop any violation of this Ordinance or of a permit, certificate or other form of authorization granted hereunder.
- (4) *Abatement.* The City may seek a court order in the nature of mandamus, abatement or other action or proceeding to abate or remove a violation or to otherwise restore the premises in question to the condition in which it existed prior to the violation.
- (5) *Civil remedies.* The City shall have the right to institute any appropriate civil action to enforce, enjoin, prevent, restrain, correct or abate any violation of the provisions of this Ordinance, including any and all remedies available pursuant to the laws of the State. All court costs and reasonable attorney's fees incurred by the City in connection with any civil action shall be awarded to the City if it is the prevailing party.
- (6) *Criminal remedies.* Any person that violates any provision of this Ordinance shall be guilty, upon conviction, of a separate misdemeanor offense for each day or portion of a day during which the violation continues.
- (7) *Other remedies.* The City shall have such other remedies as are and as may be from time to time provided by State Law for the violation of Zoning regulations.

- (8) *Remedies cumulative.* The remedies and enforcement powers set out in this section shall not be considered exclusive remedies but rather they shall be cumulative with all other remedies provided in this Ordinance, in any other Ordinance or by law.

Sec. 1-347. - Enforcement procedures.

The following procedures shall be followed in carrying out enforcement powers:

- (1) *Notice.* The Chief Building Official shall give written notice by certified mail to the owner of land on which a violation exists. The notice shall state the nature of the violation and the date, time and place of the Board of Adjustment meeting at which the board is to act on the enforcement matter.
- (2) *Board of Adjustment action; Public Hearing.* After due notice, the Board of Adjustment shall hold a Public Hearing on the Zoning violation. At the Public Hearing, the board shall consider the staff report detailing the nature of the violation, the relevant support materials and the public testimony given at the Public Hearing, including the testimony of the owner of the land on which the violation is said to exist. After the close of the Public Hearing, the Board of Adjustment shall determine, by a vote of its members, if a violation exists. If a violation is determined to exist, the Board of Adjustment shall identify the appropriate remedy and enforcement action.
- (3) *Notice of decision.* The Chief Building Official shall provide a copy of the board's decision and enforcement action to the applicant by certified mail within ten (10) days of the board's decision.

Sec. 1-348. - Other enforcement matters.

- (a) *Other powers.* In addition to the enforcement powers specified in this article, the City may exercise any and all enforcement powers granted to it by State law, as it may be amended from time to time.
- (b) *Continuation.* Nothing in this Ordinance shall prohibit the continuation of previous enforcement actions, undertaken pursuant to previous, valid resolutions, ordinances and laws.

Sections. 1-349—1-369. - Reserved.

Sec. 1-370. - Penalty.

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Sec. 1-371. - Effective date.

This Ordinance shall be effective after being published as required by law.

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	J
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Historic Preservation and Museum Appointments		
ATTACHMENTS:	Resolution No. 2017-352		
EXPENDITURE REQUIRED:			\$
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

The Historic Preservation and Museum Committee has a vacancy to be filled. This Committee works on preservation project like the Historic Section House located in Smart Park.

STAFF RECOMMENDATION

Staff defers to the Mayor and Council on who is appointed; however we recommend appointments so that the Committee can continue to execute their duties.

RESOLUTION No. 2016-314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING MEMBERS TO THE HISTORIC PRESERVATION AND MUSEUM COMMITTEE

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of continuing the functions of a Committee to assist in the preservation of our historic and cultural artifacts and guiding the development of a Museum intended for such a purpose; and

WHEREAS, the City Council of the City of Fulshear is desirous of appointing Members to such a Committee and;

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the willingness of those selected to serve and;

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

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

Section 1

That those listed below shall serve on the Historic Preservation and Museum Committee:

1 – *Members who will serve through June 2018*

Term expires: June 1, 2018

Be named to serve as Members of the Historic Preservation and Museum Committee for terms as designated above during which they are expected to duly executing those responsibilities.

This resolution duly passed this _____ day of June, 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	K
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Events		
ATTACHMENTS:	MOU between the City and FACC for Special Events		
EXPENDITURE REQUIRED:			\$
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

Even though the proposed arrangement between the City and the Fulshear Area Chamber of Commerce may not require formal City Council consideration, this item is being presented for Council consideration to address any concerns or misconceptions regarding the plan for moving forward. While the City and the Chamber have a very good understanding of the proposed working relationship, a Memorandum of Understanding (MOU) will provide the detail and clarity necessary to move forward with a partnership for City-sponsored community events.

The proposed MOU formalizes the discussions and understandings, both formal and informal, that have taken place between the City and the Chamber up to this point. The proposed partnership between the City and the Chamber to work together is clarified through this document in such a manner to where both entities can move forward together in a productive fashion while eliminating any doubt or questions regarding this working relationship.

STAFF RECOMMENDATION

Staff recommends Council approve the MOU between the City and Chamber for Events.

Memorandum of Understanding

Between the City of Fulshear and the Fulshear Area Chamber of Commerce

This Memorandum of Understanding between the City of Fulshear (City) and the Fulshear Area Chamber of Commerce (FACC) delineates the roles and responsibilities of both entities as they relate to the operation of certain Special Community Events for the current year and future years. Both parties enter this agreement with the explicit understanding that the funds available for use from the City's Economic Development Corporations are set to expire after the decennial 2020 Census. They also understand that this document shall serve as foundational element in a broader strategy to make such events self-sustaining and that nothing contained herein shall bind any future City Council, Board or Commission nor any future FACC Board of Directors to the terms of this MOU.

Roles and Responsibilities of the City: To meet its obligations under this agreement the City shall provide the following:

A. In Fiscal Year 2016-2017:

- 1) **Funding:** The City of Fulshear will provide funding in the amount of \$36,000 for the provision of the amusements, performance art, facilities, insurance and all other associated costs with the execution of the Freedom Fest Project. These funds shall be paid directly to the vendors, performers, amusement owners, insurers and other parties per the terms of the various agreements related to the execution of this project.

Any income related to the event and paid prior to June 1, 2017 shall be used to retire costs associated with the event thus diminishing the obligated amounts budgeted by the Economic Development Corporations. After that date, all revenue related to the event shall inure to the benefit of FACC.

- 2) **Staff:** The City shall provide staffing for various aspects of the project under the direction of the City Manager to coordinate the event with FACC staff. Among those staff, the City Manager shall designate an Event Coordinator. The City staff charged with this duty will ensure that funds are appropriated correctly and that all aspects of the project are managed in accordance with City Policies and Procedures.

This position shall serve as the primary point of contact for the FACC regarding the event and shall approve/ disapprove of all functional elements associated with the project in concert with the FACC staff. This includes, but is not limited to the procurement of goods, services, permits and other instruments required for the safe and efficient execution of the event. Further this position shall ensure that all supplies, funds and documents necessary are distributed per the Project plans as agreed to by the City and FACC.

- 3) Facilities and Equipment: The City shall provide the requisite access to Public Rights of Way for the Event to occur. Furthermore, they will provide any equipment or other facilities within the budget listed above necessary for the safe and efficient execution of the event.

B. In Fiscal Years 2017-2018, 2018-2019 and 2019-2020:

- 1) Funding: The City Council may, at its discretion provide funding on a reducing “step” basis for these events on an annual basis through the end of Fiscal Year 2020. Those “steps” are contemplated to be 33% reductions in allocation over the total amount budgeted for like events in the Fiscal Year 2017 Budget.

After that date the City’s financial commitment to any such events shall be subject to termination on consideration and decision of the City Council.

- 2) Staff: The City shall provide staffing for various aspects of the project under the direction of the City Manager to coordinate the event with FACC staff. Among those staff, the City Manager shall designate an Event Coordinator. The City staff charged with this duty will ensure that funds are appropriated correctly and that all aspects of the project are managed in accordance with City Policies and Procedures.

This position shall serve as the primary point of contact for the FACC regarding the event and shall approve/ disapprove of all functional elements associated with the project in concert with the FACC staff. This includes, but is not limited to the procurement of goods, services, permits and other instruments required for the safe and efficient execution of the event. Further this position shall ensure that all supplies, funds and documents necessary are distributed per the Project plans as agreed to by the City and FACC.

- 3) Facilities and Equipment: The City shall provide the requisite access to Public Rights of Way for the Event to occur. Furthermore, they will provide any equipment or other facilities within the budget listed above necessary for the safe and efficient execution of the event.

Roles and Responsibilities of the FACC: To meet its obligations under this agreement the FACC shall provide the following:

- 1) Staff: FACC shall provide the services of both paid employees and volunteer staff to ensure the safe and efficient execution of the events. Performance under this section shall include but not be limited to:
 - FACC Staff will serve as the primary points of contact for all vendors, amusement providers, entertainers and contractors related to the event; and
 - In coordination with City staff, they will provide direction to volunteers, vendors, amusement providers, entertainers and other contractors on the day of the event; and

- The FACC Executive Director or his designee shall serve as the Master of Ceremonies during the execution of the event; and
 - In coordination with City staff, they will direct the placement, staging and execution of the various vendors, amusement providers, entertainers and other contractors on the day of the event; and
 - They will secure the approval of the City's Event Coordinator prior to the encumbrance of any funds for which the City might be asked to make appropriation of; and
 - They shall timely provide the City with copies of all invoices, bills for goods or services and other procurement documents for which the City is making an appropriation of funds.
 - FACC Staff shall also secure all preferred or desired sponsorships for the event and inure any revenue associated therefrom.
- 2) Internal and External Marketing Services: FACC shall provide marketing for the events to both its constituent members and the public at large through a variety of media including, flyers, banners, social media, print media and other means.
- 3) Vendor Coordination: After June 1, 2017, FACC shall serve as the sole registrar and coordinator for all vendors, including food and beverage vendors participating in the event. As such, from that date forward they shall inure all revenue derived therefrom.

Miscellaneous Other Provisions: Both parties agree that the following provisions will apply to current and future events:

- 1) Bona Fide Non-profit organizations serving the community shall be entitled to a reduced rate or potentially free registration cost for booths and other activities provided at events.
- 2) The City and FACC shall share equal billing as it relates to marketing and press coverage as these events are a collaborative and cooperative undertaking meant to market the community to its residents and visitors.
- 3) All vendors shall be encouraged, but not required, to provide "child friendly" activities, handouts or giveaways at their booths.
- 4) As the City is not subject to its own Ordinances or Regulations there will be no restriction placed on electronic signage or noise during the events covered under this agreement.
- 5) The parties will work in Good Faith to ensure the inclusive nature of these events and will not discriminate against any participant on the basis of race, creed, color, religion, political affiliation or any other status protected by Local, State or Federal Law.

- 6) The parties will also work in Good Faith to develop a strategy for the sustainability of these events in the absence of potential funding by the City.

Modification/Amendment/Termination of this MOU: This MOU may be Modified or Amended only in writing on a minimum thirty (30) days' notice and only after consideration and approval by both the City Council of the City of Fulshear and the Board of Directors of the Fulshear Area Chamber of Commerce. This MOU can be terminated unilaterally by either party on 30 days' written notice.

Notices: Notices of proposed Modifications, Amendments or Terminations shall be provided in writing or via email to the Mayor and City Manager and Chairperson and Executive Director of the FACC.

Effective Date: This MOU shall be in full force and effective on the dates of execution noted by the representative signatories of both parties below. This MOU shall remain in effect until September 30, 2020.

Duly passed, approved and adopted by the City Council of the City of Fulshear this ____ day of June, 2017.

Jeff W. Roberts, Mayor

ATTEST:

CJ Snipes, City Manager

D. Gordon Offord, City Secretary

AND

Duly passed, approved and adopted by the Board of Directors of the Fulshear Area Chamber of Commerce this _____ day of _____, 2017.

Terry Crockett, Chairman

Don McCoy, Executive Director

ATTEST:

Tricia Wright, Secretary

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	L
DATE SUBMITTED:	June 16, 2017	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT: Consideration and Possible Approval of Ord. No. 2017-1248- Amending Ord. No. 2016-1222-Adopting the City's Operating Budget for FY 2016-2017			
ATTACHMENTS: Ordinance No. 2017-1248			
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City Council has approved several items that require budget amendments. This ordinance if approved will formalize the City Council action in the form of a budget amendment ordinance. The summary of the individual amended items is as follows:

Fund	Account Description	Account Number	FY18 Budget Amount	Budget Amendment	Amended FY18 Budget
A Corp	Legal	600-5-100-5411-00	\$ 2,500	\$ 12,500	\$ 15,000
B Corp	Legal	700-5-100-5411-00	\$ 2,500	\$ 5,000	\$ 7,500
Police Donation	Misc - Supplies	951-5-000-5381-00	\$ -	\$ 1,760	\$ 1,760
Federal Seizure	Federal Seizure Expenses	952-5-000-5381-03	\$ -	\$ 2,950	\$ 2,950

RECOMMENDATION

Staff recommends the City Council approve the Ordinance as presented.

ORDINANCE NO. 2017-1248

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NOS. 2016-1222, AMENDING, APPROVING AND ADOPTING THE CITY'S OPERATING BUDGET FOR FISCAL YEAR 2016-2017, BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL "A" AND "B" DEVELOPMENT CORPORATIONS BUDGET, POLICE DONATION FUND BUDGET AND FEDERAL SEIZURE FUND BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2016-2017"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 2016-1222, the City Council of the City of Fulshear, Texas, adopted its Original General Budget and all other Fund Budgets for Fiscal Year 2016-2017"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General and Operating Budgets to reflect such supplemental appropriation and/or transfer in the fiscal year "A" AND "B" DEVELOPMENT CORPORATIONS BUDGET, POLICE DONATION FUND BUDGET AND FEDERAL SEIZURE FUND BUDGET 2016-2017; now, therefore,

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2016-2017 Budget.

SECTION 2.0

AMENDED: The "Original "A" AND "B" DEVELOPMENT CORPORATIONS BUDGET, POLICE DONATION FUND BUDGET AND FEDERAL SEIZURE FUND BUDGET 2016-2017 of the City of Fulshear, Texas, for the Fiscal Year 2016-2017," as adopted under Ordinance No. 2016-1222 is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2016-2017" attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2016-1222, shall remain in full force and effect.

SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.

This Ordinance duly passed and adopted on this the 20th of June, 2017.

Jeff Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	M
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Planning & Development
PREPARED BY:	Sharon Valiante, Dir. of PW Brant Gary, Exec. Dir-P&D	PRESENTER:	Sharon Valiante, Dir. of PW Brant Gary, Exec. Dir-P&D
SUBJECT:	PRESENTATION OF DRAINAGE STUDY FINDINGS FOR LOWER BOIS D'ARC AREA		
ATTACHMENTS:	Presentation of Phase 1 Findings for the City's Master Drainage Plan		
EXPENDITURE REQUIRED:	\$0		
AMOUNT BUDGETED:	\$0		
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:	\$0		
ACCOUNT NO:			

EXECUTIVE SUMMARY

In December of 2014, the City Council authorized an agreement with Costello Engineering for professional services regarding a City Drainage Master Plan. In identifying a scope for this work, it was necessary to limit the study area to one of several areas within the City and ETJ that are unique in their drainage needs and requirements for development. The final determination was to focus on the Lower Bois d'Arc area as this part of the City has flooded several times and it was a priority of the Council to review possible options for addressing ingress and egress during flooding events.

Since that time, the City has received various updates and information regarding this area. A variety of potential drainage and mobility solutions have been identified as a result of this work. While the primary goal of any drainage planning or potential improvement project is to prevent structural flooding, a variety of potential projects for this area have been identified. Those potential projects range from pursuing emergency access options as well as more long-term solutions to better alleviate flooding concerns that affect mobility and quality of life in the area. This presentation of the overall findings and initial recommendations represents the completion of the Master Planning efforts for the Lower Bois d'Arc area.

STAFF RECOMMENDATION

Staff has no formal recommendation relative to this item. However, City Staff would welcome any strategic direction on this topic regarding the proposed projects and continued planning efforts. It is anticipated that this study and the need to continue reviewing the drainage needs in the City will be part of the City Council's Strategic Planning discussions that will provide direction to staff on potential CIP infrastructure and planning projects.

Costello

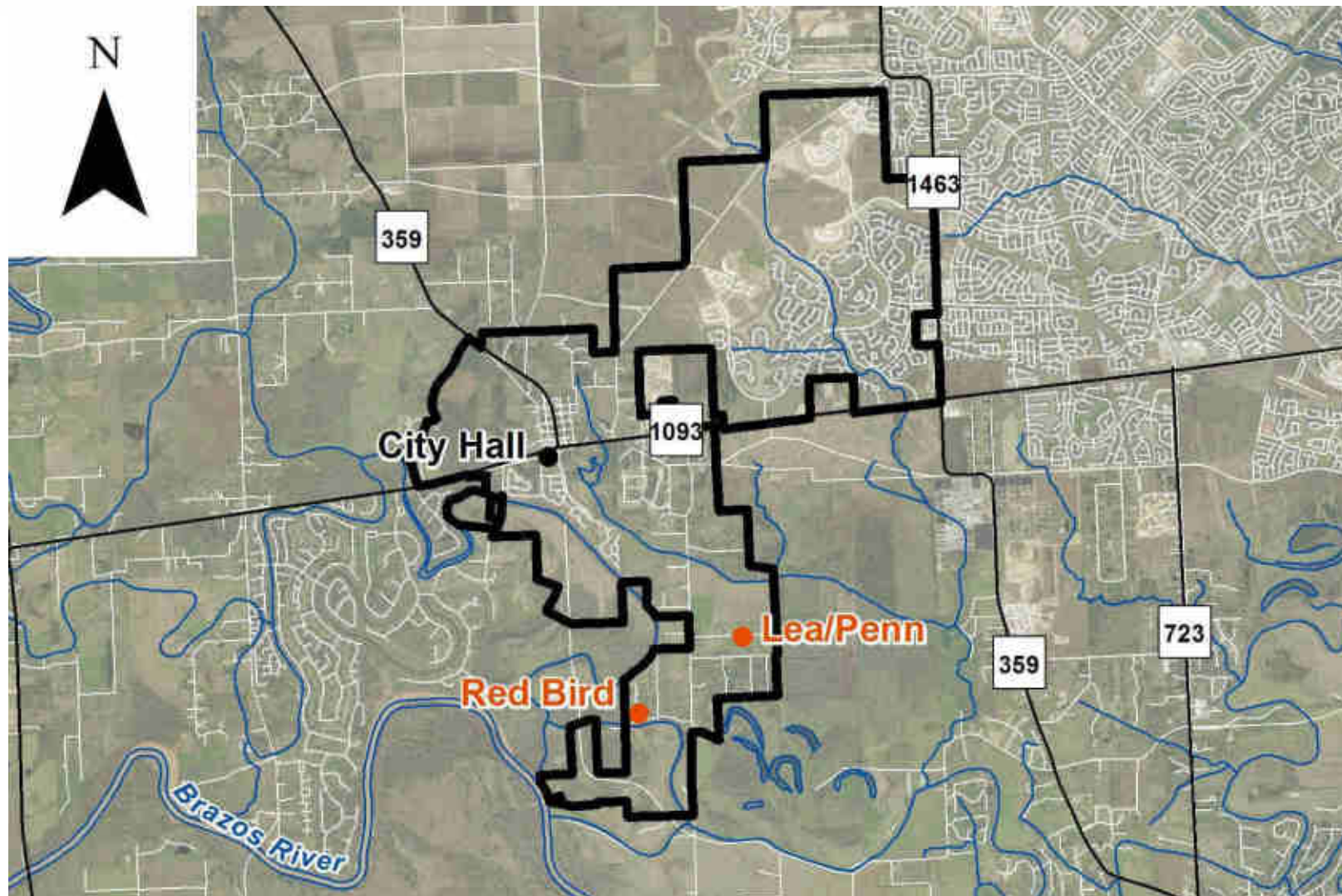
Principled. Practical. Proven.



**Phase 1 Presentation of Results
City of Fulshear Master Drainage Plan**

June 20, 2017

Phase 1 Hot Spot Locations



Public Coordination and Outreach

- June 30, 2015: Initial public meeting to solicit input and feedback on the general flooding issues.
- December 7, 2015: Public meeting to present the results of the Lea/Penn Analysis and to discuss preliminary improvement alternatives.
- October 10, 2016: Public meeting to discuss the results of the Red Bird Drive improvement alternatives and costs.

Lea & Penn Drainage Analysis

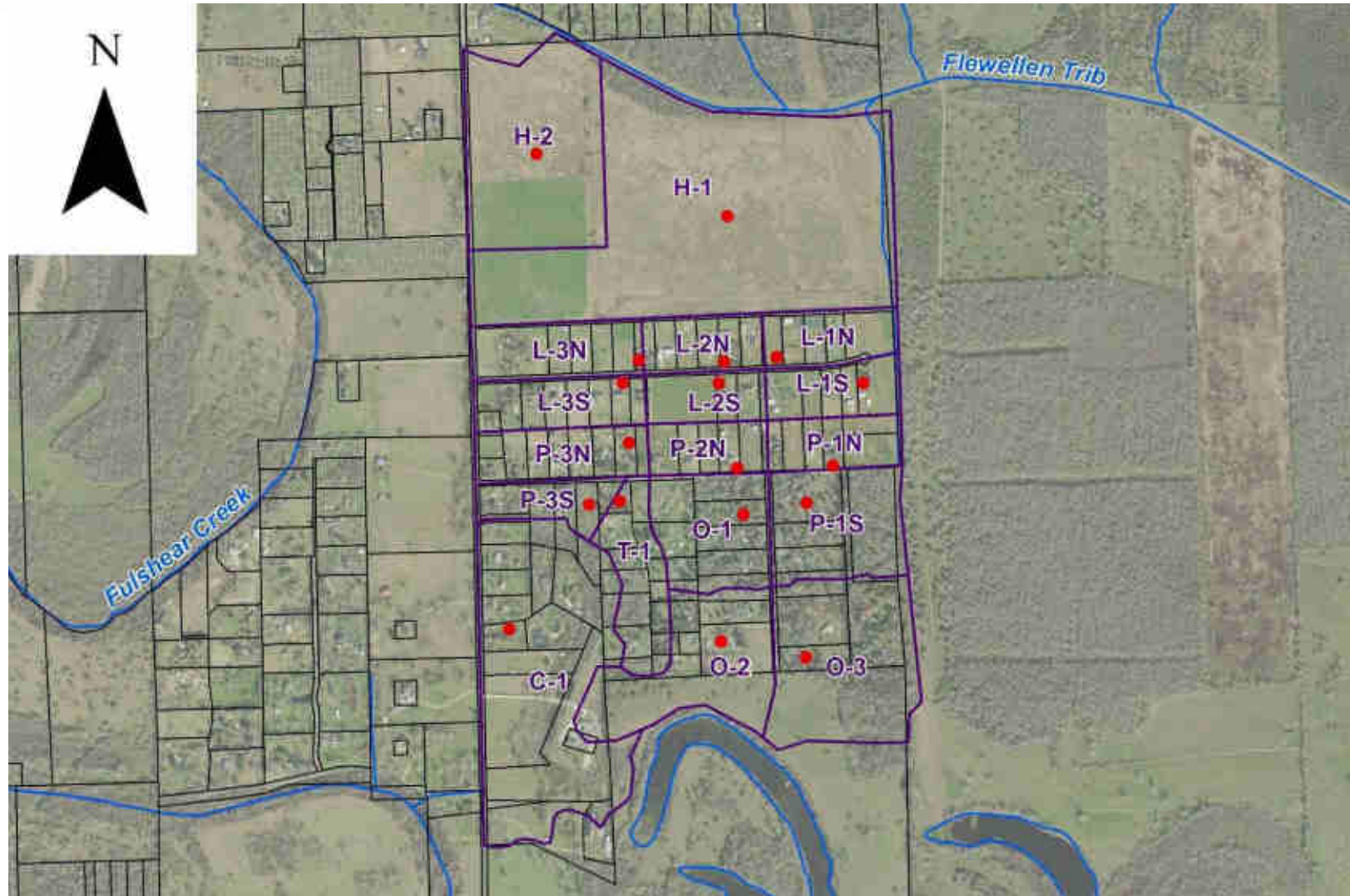


- Existing roadside ditch system lacks sufficient capacity.
- Flewellen Tributary lacks sufficient capacity.
- Extensive ponding on lots.
- Long drain times.
- Culverts are undersized, reverse grade, or crushed.

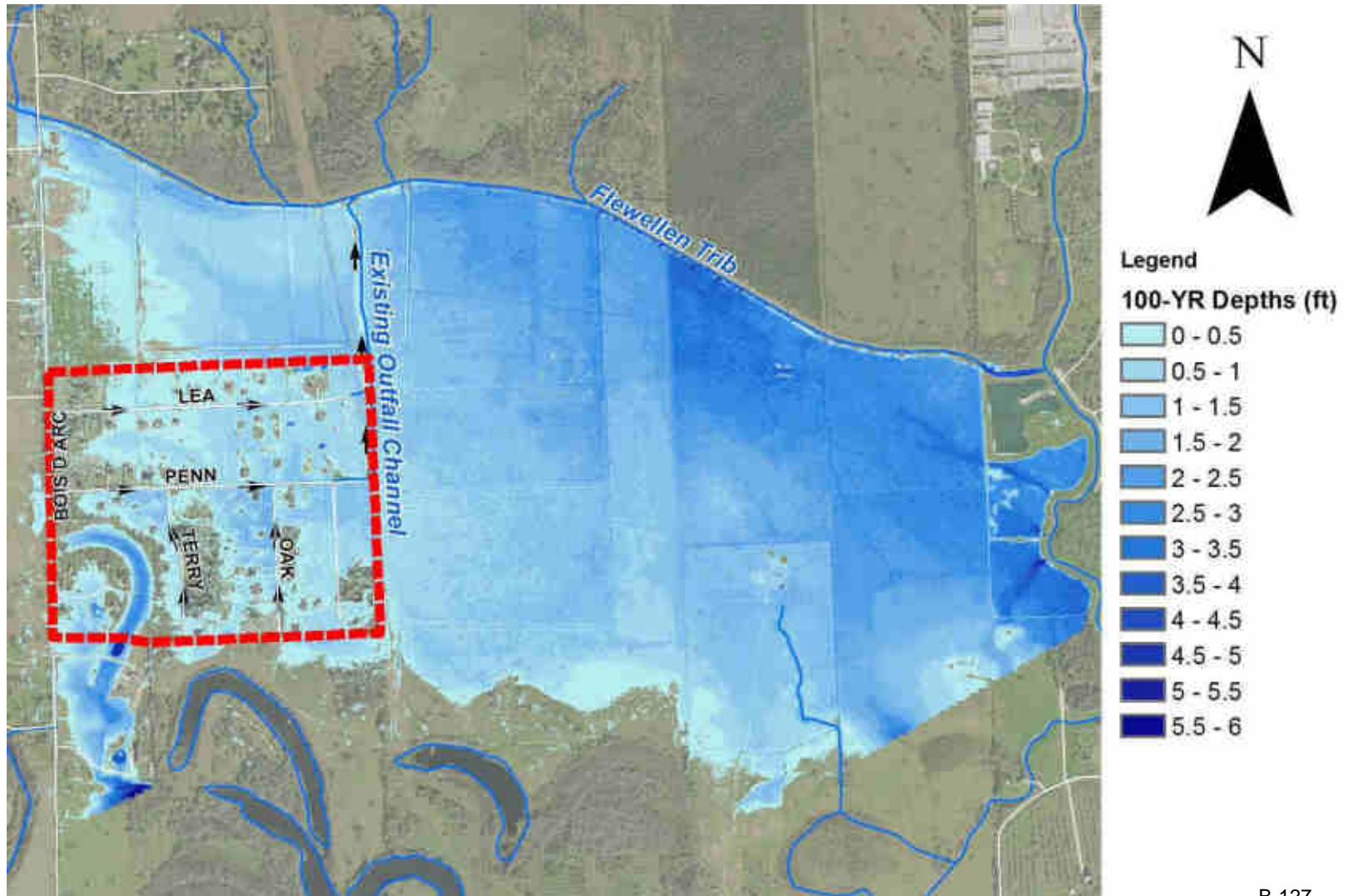
Existing Condition Analysis



XP-SWMM 2D Hydraulic Model



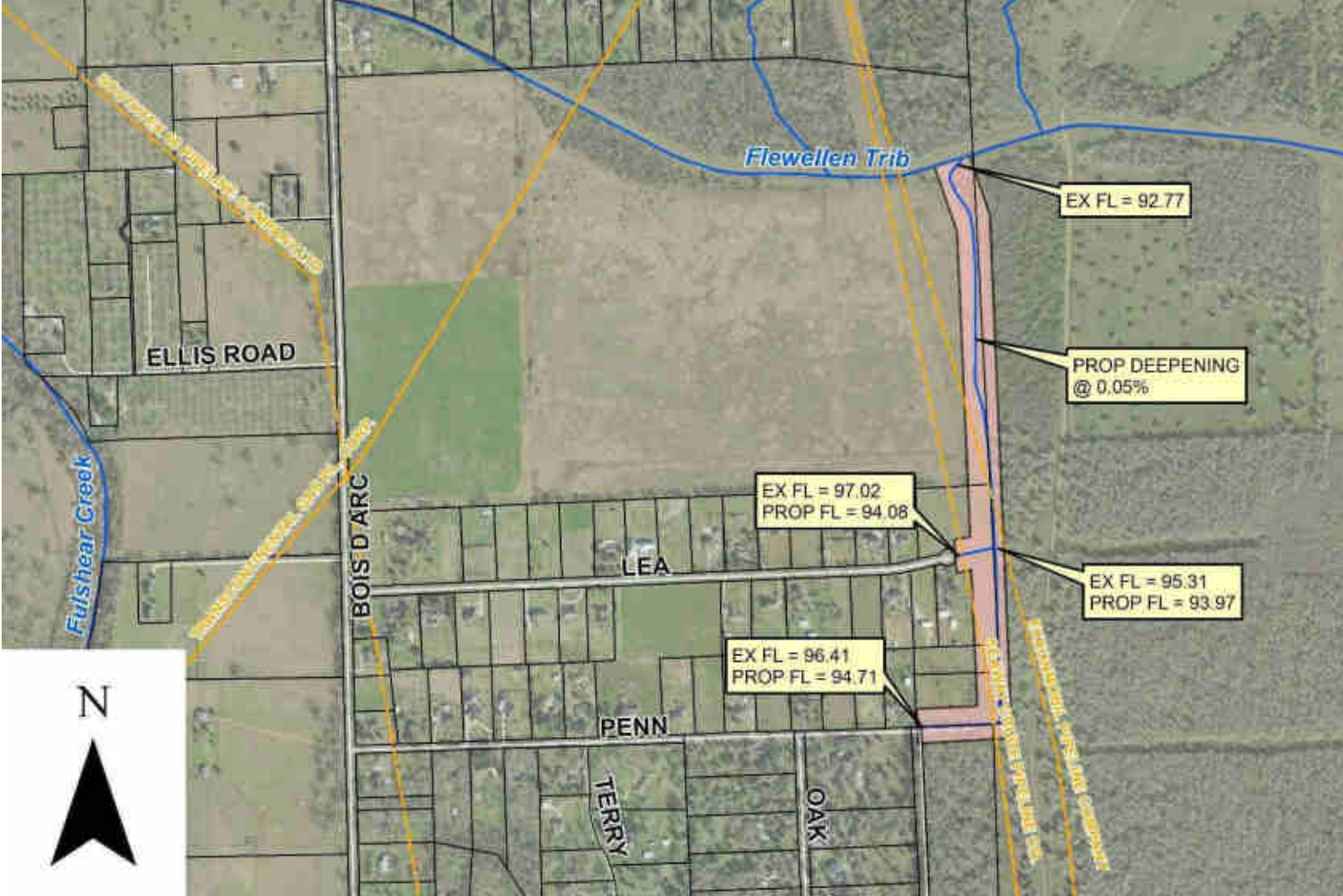
100-YR 2D Results



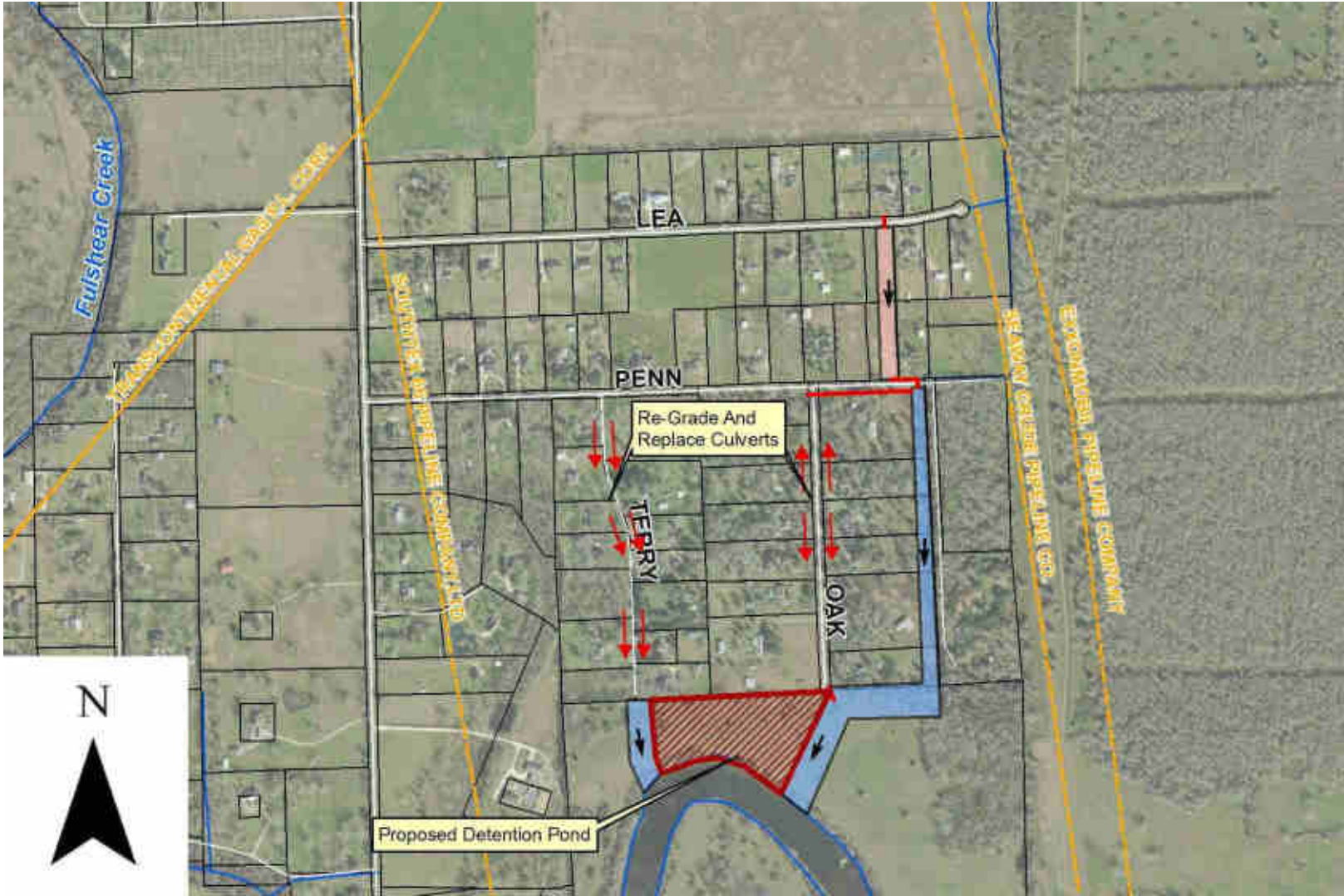
Proposed Improvement Alternatives

- Alternative 1 – Deepen existing outfall channel to Flewellen Tributary.
- Alternative 2 – Redirect internal drainage south to existing oxbow lakes.
- Alternative 3 – Construct new outfall channel to Fulshear Creek.

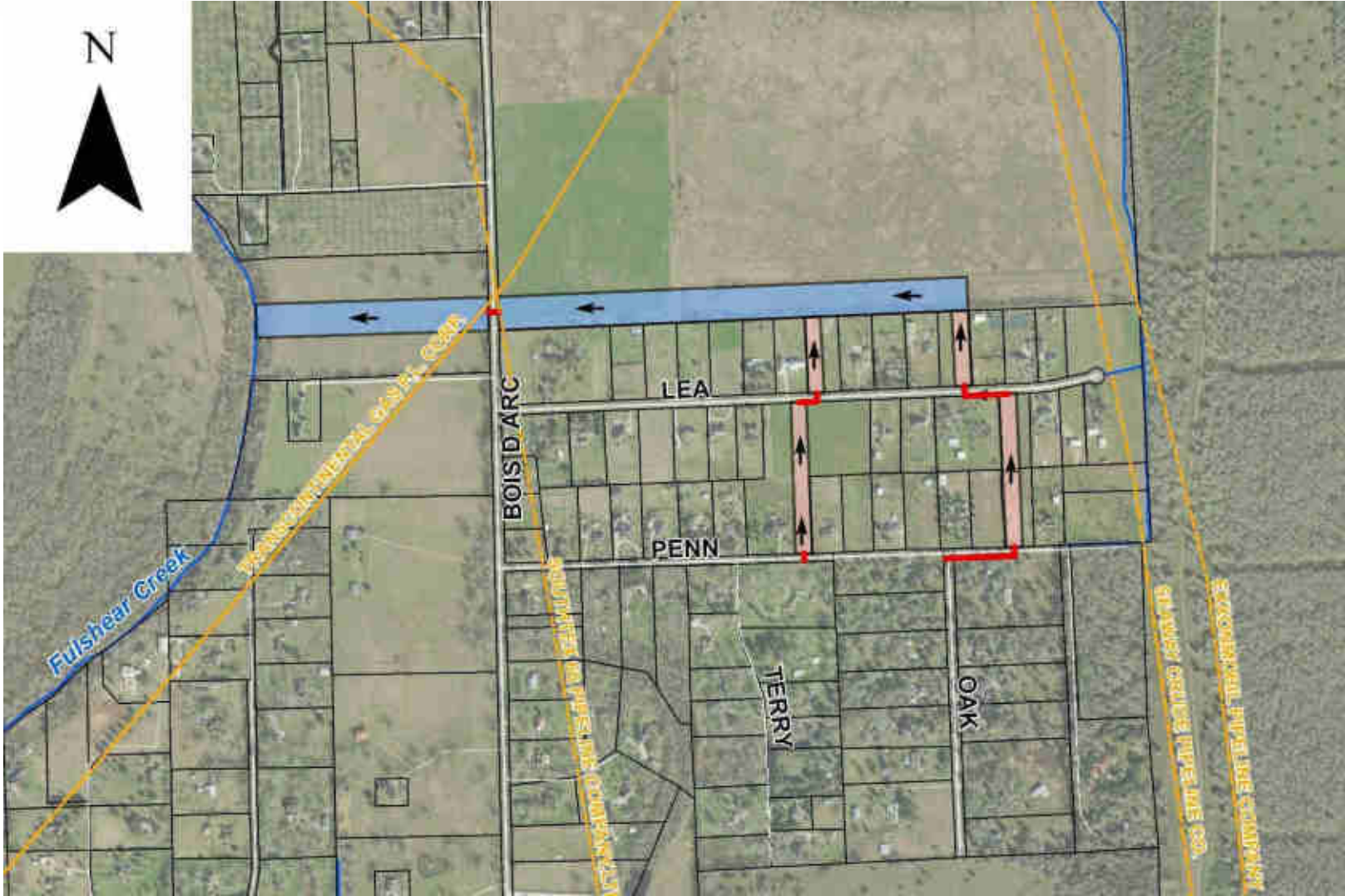
Alt 1 – Deepen Existing System



Alt 2 – New Outfall to Jones Creek



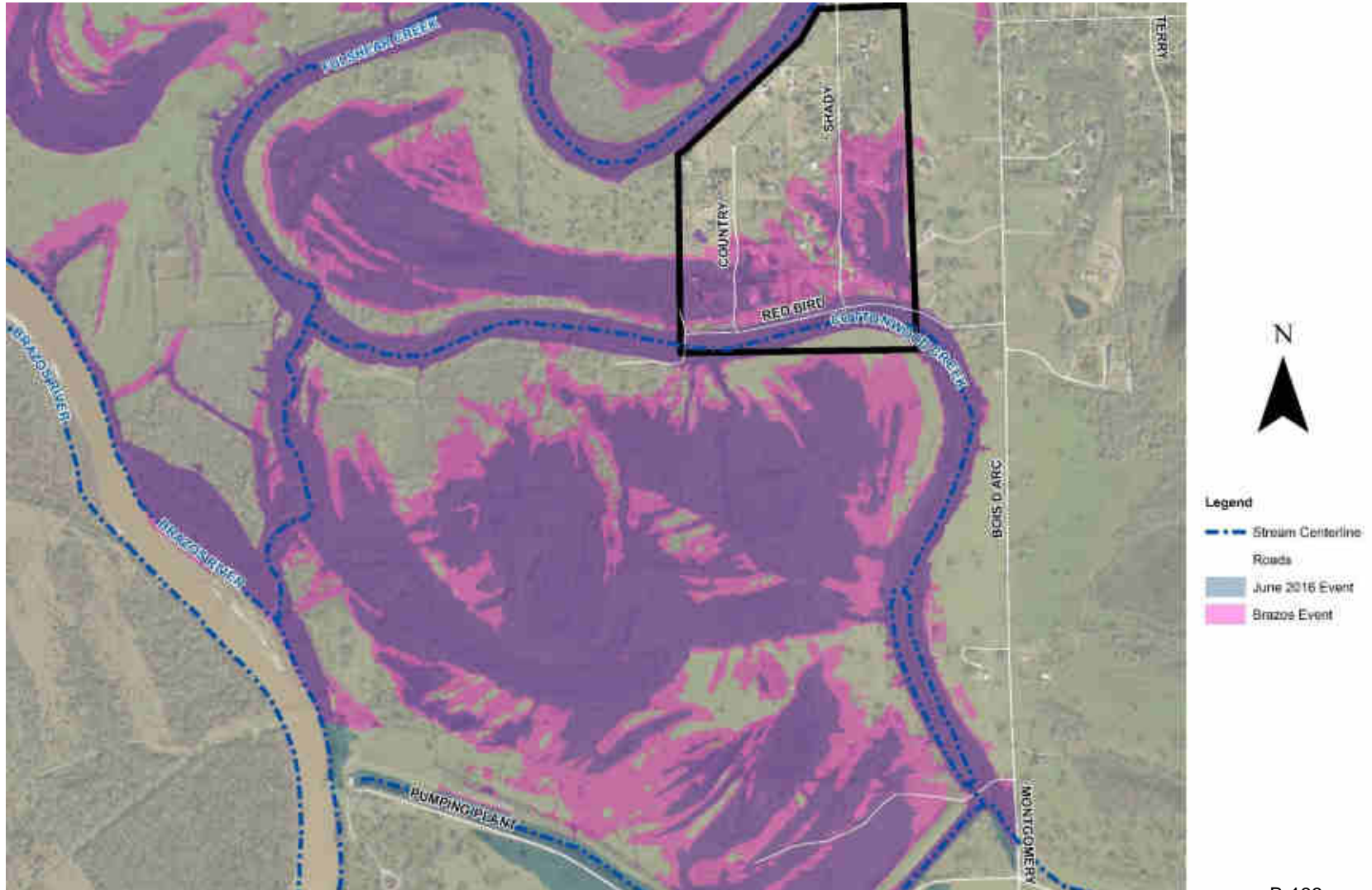
Alt 3 – New Outfall to Fulshear Creek



Lea/Penn Summary

Alternative	Description	Cost Estimate	Pros	Cons
Alternative 1	Deepening of the Existing Outfall Channel to Flewellen Tributary	\$7.1M	<ul style="list-style-type: none"> • Maintains existing drainage patterns • Provides improvement during localized rainfall events 	<ul style="list-style-type: none"> • Does not provide 100-year LOS • Multiple pipeline Crossings • Extensive regrading of internal roadside Ditches • Significant offsite right-of-way
Alternative 2	Redirecting Internal Drainage South to Existing Oxbow Lakes	\$5M	<ul style="list-style-type: none"> • Provide a 50-year LOS • Moderate regrading of internal system • No pipeline crossings 	<ul style="list-style-type: none"> • Redirection of flow which requires a detention pond • Significant offsite Right-Of-Way • Long drain time
Alternative 3 (Recommended)	Construct New Channel to Fulshear Creek	\$7.2M	<ul style="list-style-type: none"> • Provides 100-Year LOS • Minimizes Internal Drainage Improvements • Can benefit future development 	<ul style="list-style-type: none"> • High cost • Significant offsite right-of-way • Backwater flooding from Brazos River

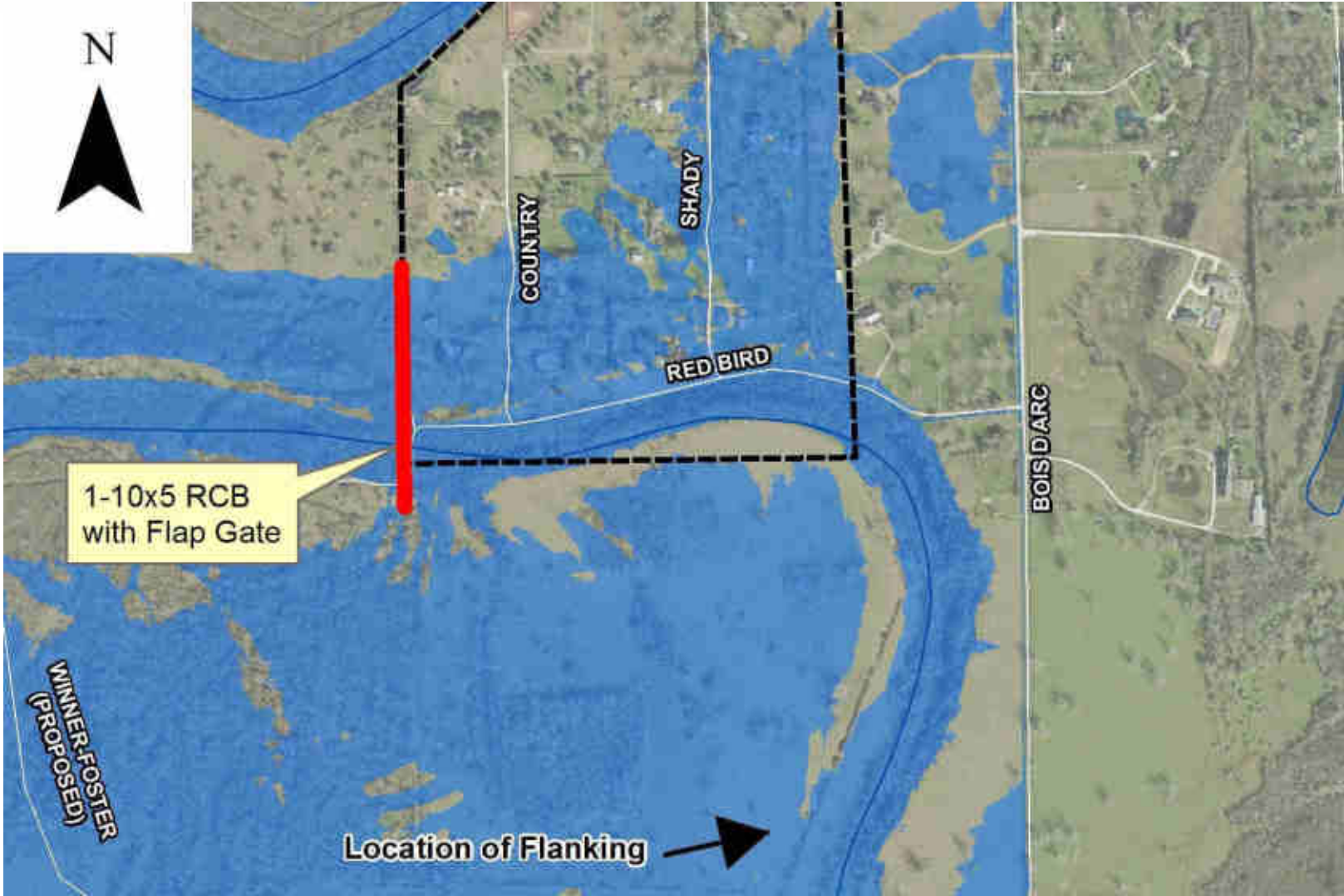
Red Bird Drainage Analysis



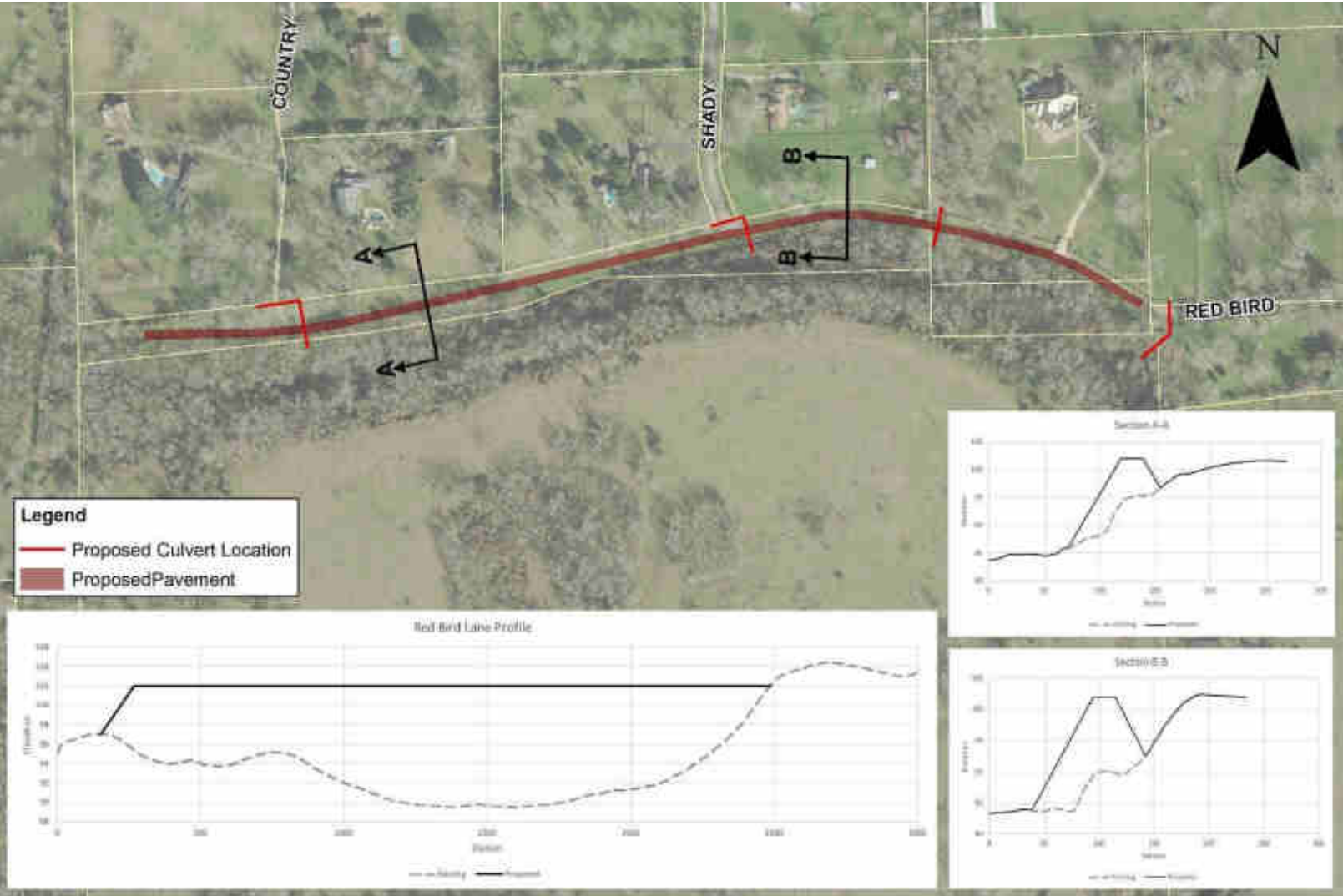
Proposed Improvement Alternatives

- Alternative 1 – Cut-off berm on Cottonwood Creek.
- Alternative 2 – Raise Red Bird Lane above the Brazos 100-year.
- Alternative 3 – Construct new access road on high ground.

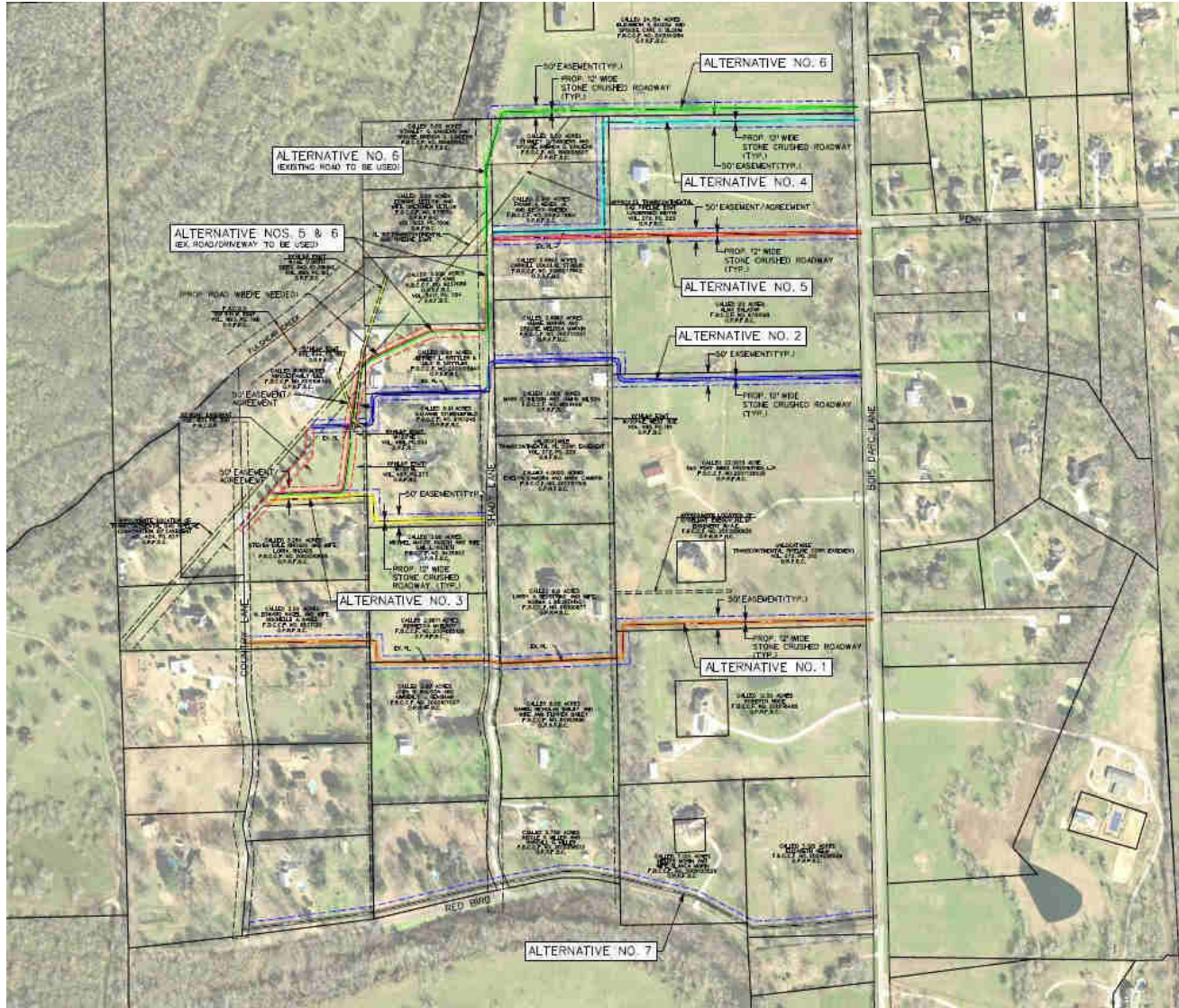
Alt 1 – Cutoff Berm



Alt 2 – Raise Red Bird



Alt 3 – New Access Road



Red Bird Summary

Alternative	Description	Cost Estimate	Pros	Cons
Alternative 1	Cut-Off Berm on Cottonwood Creek	\$800K	<ul style="list-style-type: none"> • Small impact to existing properties 	<ul style="list-style-type: none"> • Can only provide a 20-year LOS • Offsite right-of-way
Alternative 2	Raise Red Bird Lane above the Brazos 100-year	\$3.2M	<ul style="list-style-type: none"> • Full access during 100-year event • Generally maintains existing road alignment 	<ul style="list-style-type: none"> • Requires full reconstruction of Red Bird • Environmental constraints along Cottonwood Creek • Access during construction • Right-of-way limitations
Alternative 3 (Recommended)	Construct New Access Road on High Ground	\$360K (for limited access road)	<ul style="list-style-type: none"> • Low cost • Access during high river event 	<ul style="list-style-type: none"> • Not a full mobility corridor • Right-of-way/easements required • Disruption to residents

Recommendations

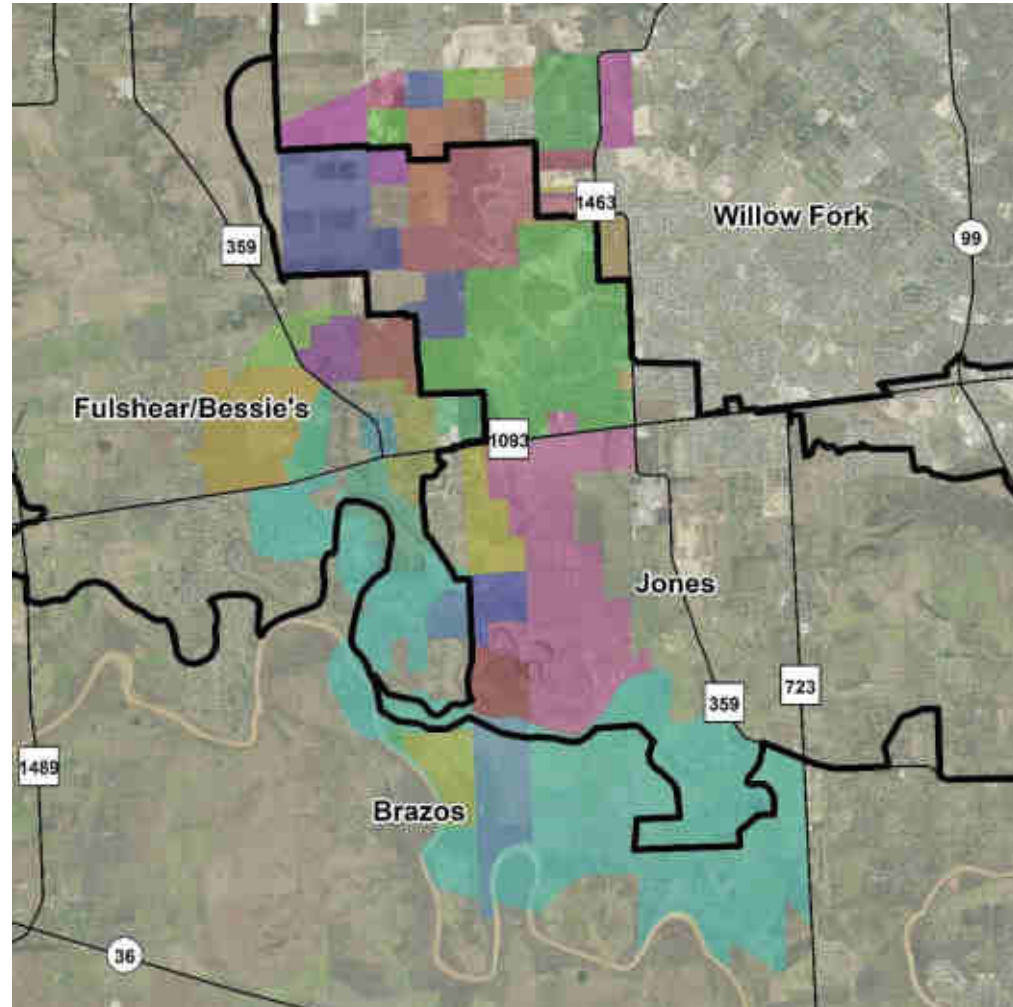
- Lea/Penn
 - Coordinate construction of outfall channel to Fulshear Creek (Alternative 3) with future developments
 - In short term, regrade internal roadside ditches to provide maximize positive drainage
- Red Bird
 - Construct a limited access road (Alternative 3).
 - Possibly make access road into a permanent public road in the future.
 - Coordinate with future developments.

What's Next?

Phase 2 – Overview of City Drainage Needs

- Identify major watershed boundaries
- Develop planning zones for each watershed of areas of similar drainage conditions for the entire ETJ
- Assessment of existing drainage conditions for each planning zone
- Toolbox of Solutions
- Develop conceptual drainage mitigation measures (improvements, right-of-way needs, regulatory criteria, etc..) for each planning zone

Future detailed studies for each planning zone be completed as need and funding occurs



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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	N
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Amendment to the Development and Utility Agreements with Fulshear Investments and Fulshear Equine		
ATTACHMENTS:	<i>The Amendment to the Agreements is pending further legal review and will be distributed prior to the meeting.</i>		
EXPENDITURE REQUIRED:		\$	
AMOUNT BUDGETED:		\$0	
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:		\$0	
ACCOUNT NO:			

EXECUTIVE SUMMARY

This amendment comes at the request of Mr. Waters who originally made this request prior to the announcement of his partnership with Century Communities. Staff still believes that an amendment is appropriate to provide greater flexibility to the property (which now contains plans for commercial) and will expedite the granting of easements for Water and Sewer lines running West from downtown. These agreements do call for some modification to the land use associated with the property and the timeline for platting and performance.

STAFF RECOMMENDATION

Staff recommends Council approve the Amendments to the Development and Utility Agreements between the City and Fulshear Investments and Fulshear Equine, LLC.

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

AGENDA OF:	June 20, 2017	AGENDA ITEM:	O
DATE SUBMITTED:	June 15, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes, City Manager
SUBJECT:	Agreement for Disclosure of Taxation Information		
ATTACHMENTS:	Agreement for Disclosure of Taxation Information		
EXPENDITURE REQUIRED:		\$	
AMOUNT BUDGETED:		\$0	
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:		\$0	
ACCOUNT NO:			

EXECUTIVE SUMMARY

It sometimes feel like we are recreating intricacies of the Gordian Knot when dealing with the Sales Tax agreements related to the collection and distribution of rebates for Rooms to Go and Waller County RID #1 and while this agreement isn't quite Alexander's sword it will bring more clarity to the matter (and they said that Liberal Arts degree wasn't ever going to be applicable!). In short the Agreement up for your consideration is just as dry and explanatory as the title implies, it allows information to be shared among all three parties while at the same time trying to preserve the confidentiality of Rooms to Go's business and trade interests.

STAFF RECOMMENDATION

Staff recommends Council approve the Agreement for Disclosure of Taxation Information.

AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

This agreement is entered into between the City of Fulshear, Texas (hereinafter the “City”), Waller County Road Improvement District No. 1 (hereinafter the “District”), and RTG Furniture of Texas, L.P. (hereinafter the “Taxpayer”) for the purposes indicated herein.

I, Peter Weitzner, Vice President of RTG Furniture Corp. of Texas, being the general partner and the duly authorized agent of Taxpayer, a vendor doing business at 30701 West Miller Road, Brookshire, TX 77423 (the “Business”), and having Texas Taxpayer Identification No. 15935047371 and Outlet Number 00033, do hereby stipulate and agree as follows on behalf of Taxpayer:

Taxpayer hereby authorizes the Texas Comptroller’s Office to release and disclose any and all sales and use tax information relating to Taxpayer’s operation of the Business (the “Tax Information”) to the City and the District. Taxpayer understands and agrees that this release will be made by the Comptroller’s Office to the City and the District on an ongoing monthly basis beginning on the date this Agreement is executed. This Agreement waives any and all rights with respect to the City and the District regarding the confidentiality of the Tax Information under Sections 111.006, 151.027, 321.3022 Tax Code, or other state law; **provided, however, that such waiver is limited to the sole and exclusive permitted use of the Tax Information by the City and the District described below. Taxpayer reserves all confidentiality rights regarding the Tax Information under Sections 111.006, 151.027, 321.3022 Tax Code, or other state law with respect to any other uses by the City and the District and with respect to any use by persons or entities other than the City and District.** The Taxpayer may terminate this Agreement at any time with thirty (30) days’ written notice to the City and the District. The Taxpayer shall appropriately notify the Comptroller’s Office in the event that it elects to terminate this Agreement.

The City and District each agree that they will use the Tax Information disclosed by the Comptroller pursuant to this Agreement solely and exclusively for the purposes of calculating sales and use tax rebate payments from the City to the District, pursuant to that certain Strategic Partnership Agreement #3 between the City and District and Development Agreement between the City and Lois Houston Associates, LLC, recorded under clerk’s file number 1603405 in the real property records of Waller County, Texas.

The City and the District further agree to provide notice to Taxpayer within a reasonable time following (in no event in excess of ten (10) business days) receipt of a public information request that relates to any of the Tax Information. Such notice shall be provided in accordance with the notice provisions contained in the above referenced Strategic Partnership Agreement #3 and Development Agreement. Unless required by law and provided that Taxpayer has been provided with advance written notice and an opportunity to obtain relief from such requirement, the City and District shall not release any of the Tax Information to any third-party (including, without limitation, any other person or entity that owns property in the District) without the Taxpayer’s prior written consent.

Texas law will apply to the interpretation and enforcement of this Agreement.

AGREED to be effective as of the 1st day of April, 2017.

[SIGNATURE PAGE FOLLOWS]

FOR THE TAXPAYER:

RTG FURNITURE OF TEXAS, L.P.,
By RTG Furniture Corp. of Texas, General Partner

Peter Weitzner, Vice President

Date

FOR THE CITY:

CITY OF FULSHEAR, TEXAS

C.J. Snipes, City Manager

Date

FOR THE DISTRICT:

WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1

Kevin Staloch, President

Date