

Business

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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	A
DATE SUBMITTED:	October 13, 2017	DEPARTMENT:	Administration
PREPARED BY:	Paula Ryan, Asst. City Manager	PRESENTER:	Paula Ryan, Asst. City Manager
SUBJECT:	Proclamation Recognizing the Community Spirit of Certain Residents in Response to Hurricane Harvey		
ATTACHMENTS:	Proclamation for: Anna Giuliani, Emily Macek, Haley Macek, Shelby Macek, and Addison Roose		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

Anna Giuliani, Emily Macek, Haley Macek, Shelby Macek, and Addison Roose were moved to action during Hurricane Harvey and set up a lemonade stand to raise funds for Harvey Relief. This recognizes their outstanding community spirit and service as Fulshear youth taking action to assist those in need.

RECOMMENDATION

Presentation of Proclamation by City of Fulshear Mayor Roberts to recognize this accomplishment in our community.

PROCLAMATION

WHEREAS, the City of Fulshear experienced catastrophic and emergent conditions while enduring Hurricane Harvey in our community in August of 2017; and

WHEREAS, the outstanding spirit of service and community was so bravely and generously displayed as our City came together to serve those in need throughout this challenging event and continue to serve in the aftermath of Hurricane Harvey; and

WHEREAS, the spirit of volunteering and performing community service begins with our youth and continues to prosper for many years thereafter; and

WHEREAS, Anna Giuliani, Emily Macek, Haley Macek, Shelby Macek, and Addison Roose were moved to action after witnessing the severe and threatening weather conditions in the City of Fulshear as the effects of Hurricane Harvey unfolded throughout the final days of August 2017; and

WHEREAS, Anna Giuliani, Emily Macek, Haley Macek, Shelby Macek, and Addison Roose responded by setting up a lemonade stand in The Falls section of Cross Creek Ranch to raise funds for Harvey Relief resulting in donations that were delivered to Fulshear High School to aid the evacuees and the funds were then matched by City Council and City Staff as an additional donation to Harvey Relief providing much needed assistance for those adversely affected by Hurricane Harvey.

NOW, THEREFORE, I, Jeff W. Roberts, Mayor of the City of Fulshear, Texas, do hereby declare and express the City's deep gratitude and appreciation for the actions of Anna Giuliani, Emily Macek, Haley Macek, Shelby Macek, and Addison Roose for their efforts to assist those in need in the City of Fulshear, and hereby recognize their outstanding community spirit in response to Hurricane Harvey.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Fulshear to be affixed this 17th day of October, 2017.

Jeff W. Roberts, Mayor

D. (Diana) Gordon Offord, City Secretary



PROCLAMATION

WHEREAS, the year 2017, marks the 125th Anniversary of the Greater Zachery Church in Fulshear, Texas, which was and continues to be, dedicated to the service of God and humanity; and

WHEREAS, we give pause, honor and praise this day for the deep and abiding Christian commitment of those who in faith began this work, and for all those who have given so unselfishly during these many years to help the work grow and thrive, and provide valuable human services where the need was great; and

WHEREAS, our entire community has benefitted from the charity and Christian influence this church has exerted through the years, and the many facets of its outreach and practical assistance to the needy; and

WHEREAS, it is a pleasure to extend this expression of our esteem and best wishes to the members of this congregation on the memorable occasion of this 125th Anniversary;

NOW, THEREFORE, I, **Jeff W. Roberts**, Mayor of the City of Fulshear, Texas, urge all citizens of Fulshear and surrounding communities to join together in recognition and appreciation for the members, past and present, of the congregation of *Greater Zachery Baptist Church* for their commitment and Christian contributions to our entire extended community.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this 17th day of October 2017.

CITY OF FULSHEAR, TEXAS

Jeff W. Roberts, Mayor

Attest:

D. (Diana) Gordon Offord, City Secretary

AGENDA OF:	October 17, 2017	AGENDA ITEM:	C
DATE SUBMITTED:	October 11, 2017	DEPARTMENT:	Building Services
PREPARED BY:	Michelle Killebrew, Building Official	PRESENTER:	Michelle Killebrew, Building Official
SUBJECT:	Special Use Request – 8402 Wilson Street		
ATTACHMENTS:	Application, Site Plan, Survey, and Related Documents		
EXPENDITURE REQUIRED:			\$0
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

The owner of the property located at 8402 Wilson Street, is requesting a Special Use Permit for the property indicated. The property is within the Downtown District and was previously occupied for residential use. They are requesting to use the property for commercial mixed use, specifically to allow for residential/retail (flower shop) use.

We have been provided the following documents as required by Sec. 1-283 of the City’s Zoning Ordinance (2012-1069) which include the attached items referenced:

- **Completed Special Use Application:** Completed Application from the Owner/Owner’s Representative. (See Attachment 1)
- **Owner Affidavit:** The owner has submitted proof of ownership and affidavit. (See Attachment 2)
- **Vicinity Map:** Ariel map of the surrounding property has been submitted. (See Attachment 3)
- **Context Map:** Map shows existing layout, pavement, and access points. Staff accepts this document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). (See Attachment 4)
- **Survey:** A survey was provided which shows the existing lot and the building that sits on it, along with metes and bounds for the property. (See Attachment 5)
- **Compliance with the Comprehensive plan:** After review of the request from the applicant, City Staff finds that the requested use is an approved and desired use within the Downtown District, see letter of intent submitted by the Applicant (See Attachment 6)
- **Site Plan:** The site plan shows the building layout, and the proposed parking areas. Staff accepts these document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). Additional parking will be created for the business use, such parking will lie partially within the ROW. (See Attachment 7 and Clarification on Attachment 9)

- **Grading and Drainage Plan:** The applicant provided an overview of the current drainage flows and indicated that no modifications were planned at this time that would affect the grading and/or drainage of the area. (See Attachment 8)
- **Lighting Plan:** The applicant provided a letter and it that indicates no changes will be made to the existing lighting on the property. (See Attachment 9)
- **Elevations:** The applicant provided pictures of the exterior of the building and indicated that no modifications were planned. (See Attachment 10)
- **Traffic Impact Study:** The applicant has submitted a report (Sec Attachment 11)
- **Signage:** Applicants proposed sign will meet the requirements of the City Sign Ordinance. (See Attachment 12)
- **Notification to the Public:** This has been completed. Notice was published in an approved newspaper and a notice was also sent by the City to a verified listing of adjacent property owners within 300' as required by ordinance. (See Attachment 13)
 - o **Sign Notification on the Property:** The sign has been duly posted by the applicant.
- **Planning & Zoning Commission Hearing:** On October 13, 2017, the Planning and Zoning Commission conducted a public hearing and provided recommendations regarding this request. Those recommendations will be provided to the City Council for consideration.

STAFF RECOMMENDATION

Staff recommends the City Council consider the Special Use Permit request for the use of a business/office to be located at 8402 Wilson Street, with certain conditions applied consistent with the findings of the Planning and Zoning Commission. Staff also recommends that those conditions include consideration of the following:

Staff Notes:

1. The parking spaces are partially into the ROW

It is Staff's understanding that if the City Council approves this request with conditions, that any conditions would be required, along with any code requirements for a change of use, prior to issuance of a Certificate of Occupancy.

WREN INVESTMENTS, LLC

7218 Foster Island Drive
Richmond, Texas 77406

Special Use Permit
8402 Wilson Street

Attachment 2
page 1 of 7

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


Re: Beezies Flowers
8402 Wilson Street
Fulshear, Texas
(Interfield Project No.: 17102.00)

To Whom It May Concern:

This letter is to inform you that Wren Investments, LLC, owners of property at 8402 Wilson Street, do authorize The Interfield Group to submit a Special Use Permit application for proposed flower shop. Please release any information necessary for this application.

Please also let me know if you have any questions or if I may be of further assistance.

Very truly yours,


(NAME) KAREN O'NEIL
Managing Member
281-782-9738

«ShortPrjName»
WBS No. «WBSNo»

Special Use Permit
8402 Wilson Street

Attachment 2
page 2 of 7

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

ORIG. DEPT.: _____ [DEPARTMENT]
FILE/I.D. NO.: _____ [WBS NO.]

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF TEXAS §
COUNTY OF FORT BEND §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared KAREN M. O'NEILL
_____ [FULL NAME] (the "Affiant"), Member
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of WREN INVESTMENTS
LLC [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting
Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____

[DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

- | | |
|---|---|
| FOR PROFIT ENTITY: | NON-PROFIT ENTITY: |
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> NON-PROFIT CORPORATION |
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |
| <input type="checkbox"/> PARTNERSHIP | |
| <input type="checkbox"/> LIMITED PARTNERSHIP | |
| <input type="checkbox"/> JOINT VENTURE | |
| <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY | |
| <input type="checkbox"/> OTHER (Specify type in space below) | |

5. The information shown below is true and correct for the Contracting Entity; and
6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, i.e., president, vice-president, secretary, treasurer, etc. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

«ShortPrjName»
WBS No. «WBSNo»

Special Use Permit
8402 Wilson Street

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Attachment 2
page 3 of 7

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.)

Contracting Entity

Name: WREN INVESTMENTS LLC

Business Address (NO./STREET) 8402 WILSON

[CITY/STATE/ZIP CODE] FULSHEAR TX 77441

Telephone Number (281) 782 9738

Email Address (OPTIONAL) KONCILL7218@gmail.com

Residence Address (NO./STREET) _____

[CITY/STATE/ZIP CODE] _____

Telephone Number () _____

Email Address (OPTIONAL) _____

10% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address (NO./STREET) _____

[CITY/STATE/ZIP CODE] _____

Telephone Number () _____

Email Address (OPTIONAL) _____

Residence Address (NO./STREET) _____

[CITY/STATE/ZIP CODE] _____

Telephone Number () _____

Email Address (OPTIONAL) _____

«ShortPrjName»
WBS No. «WBSNo»

Special Use Permit
8402 Wilson Street

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

Attachment 2
page 4 of 7

7. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR
NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied
against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

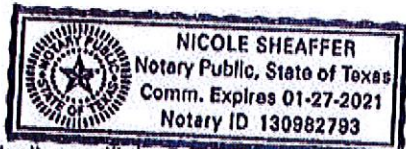
Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Kellie
Affiant

SWORN TO AND SUBSCRIBED before me this 5th day of September, 2017.

(Seal)



Nicole Sheaffer
Notary Public

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

Contracting Entity

Name: Desiree Mastriano

Business Address (No./STREET) 805 Willard St.

(CITY/STATE/ZIP CODE) Houston, TX 77006

Telephone Number (305) 510-0745

Email Address (OPTIONAL) beeziesflowers@yahoo.com

Residence Address (No./STREET)

(CITY/STATE/ZIP CODE)

Telephone Number ()

Email Address (OPTIONAL)

10% Owner(s) or More (IF NONE, STATE "NONE.")

Name:

Business Address (No./STREET)

(CITY/STATE/ZIP CODE)

Telephone Number ()

Email Address (OPTIONAL)

Residence Address (No./STREET)

(CITY/STATE/ZIP CODE)

Telephone Number ()

Email Address (OPTIONAL)

7. Optional Information

Contracting Entity and/or [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.


Affiant

f 0 .

(Seal)

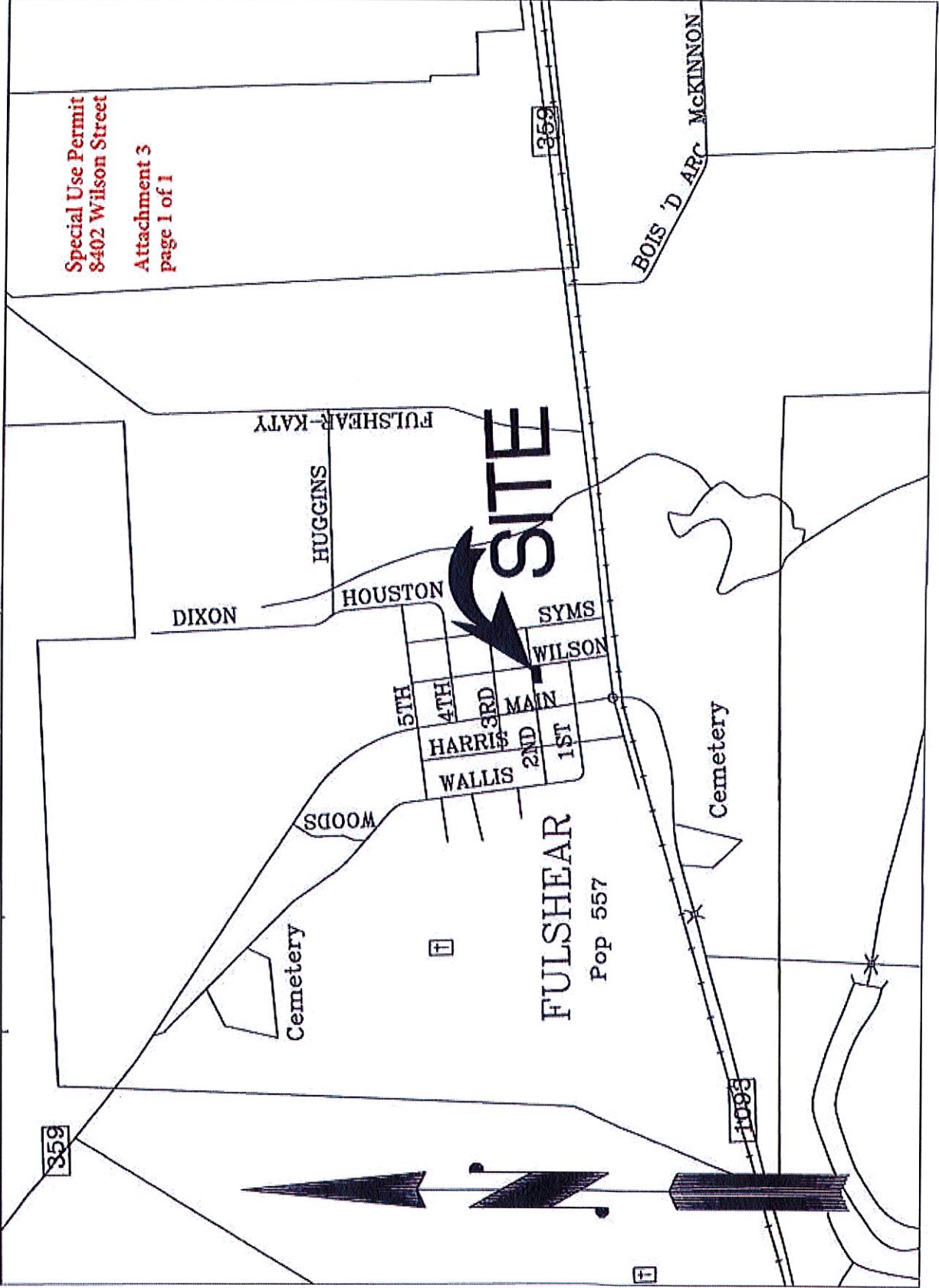
NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

VICINITY MAP (N.T.S.)

KEY MAP NO. 522M

Special Use Permit
8402 Wilson Street

Attachment 3
page 1 of 1



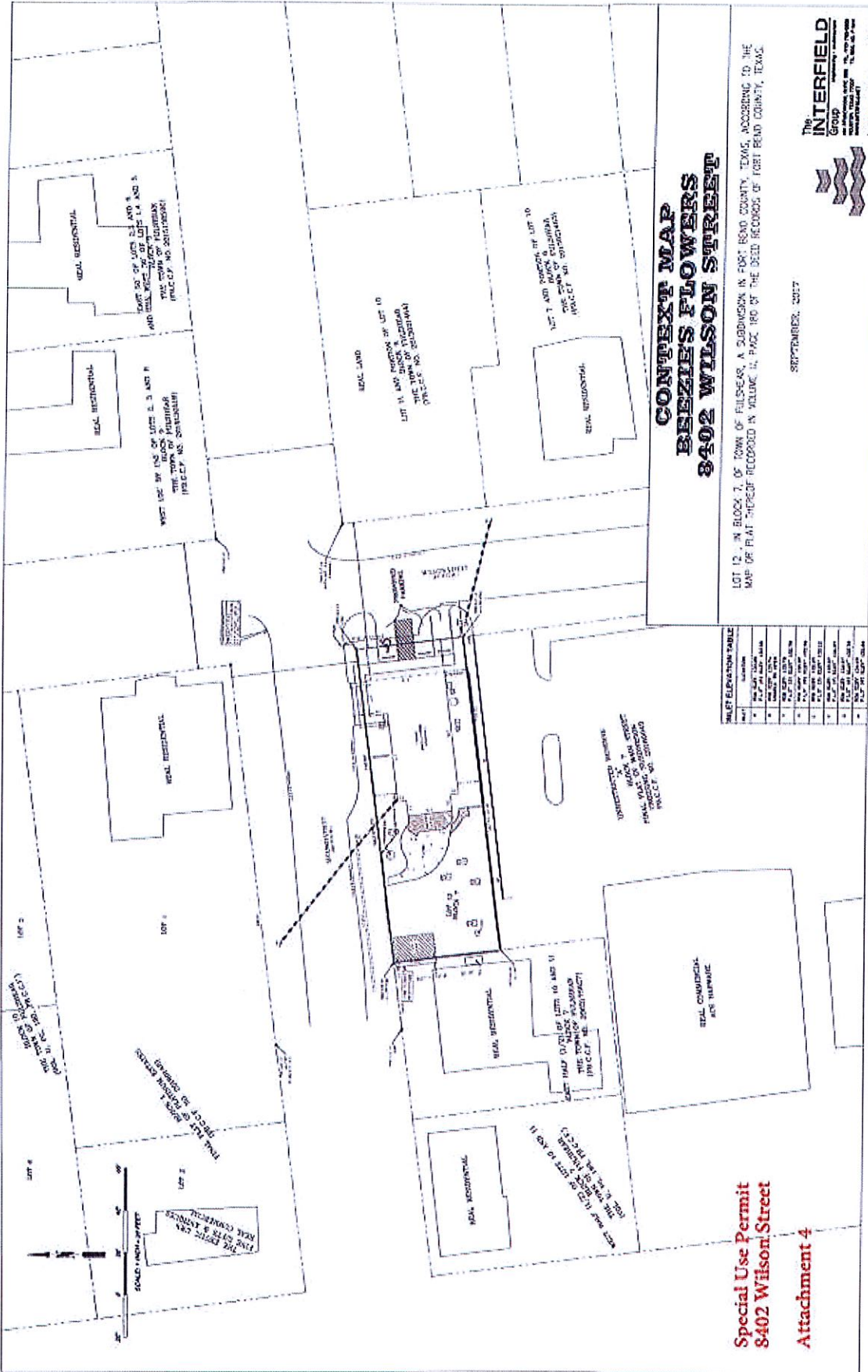
BOIS 'D' ARC MCKINNON

359

1093

FULSHEAR
Pop 557





**Special Use Permit
8402 Wilson Street
Attachment 4**

HEIGHT ELEVATION TABLE

Lot	Structure	Height
1	Residential	12' 0" Max
2	Residential	12' 0" Max
3	Residential	12' 0" Max
4	Residential	12' 0" Max
5	Residential	12' 0" Max
6	Residential	12' 0" Max
7	Residential	12' 0" Max
8	Residential	12' 0" Max
9	Residential	12' 0" Max
10	Commercial	15' 0" Max
11	Residential	12' 0" Max
12	Residential	12' 0" Max

**CONTEXT MAP
BEEZIE'S FLOWERS
8402 WILSON STREET**

LOT 10, IN BLOCK 7, OF TOWN OF FULBURN, A SUBDIVISION IN EAST BEND COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 14, PAGE 180 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

SEPTEMBER, 2017

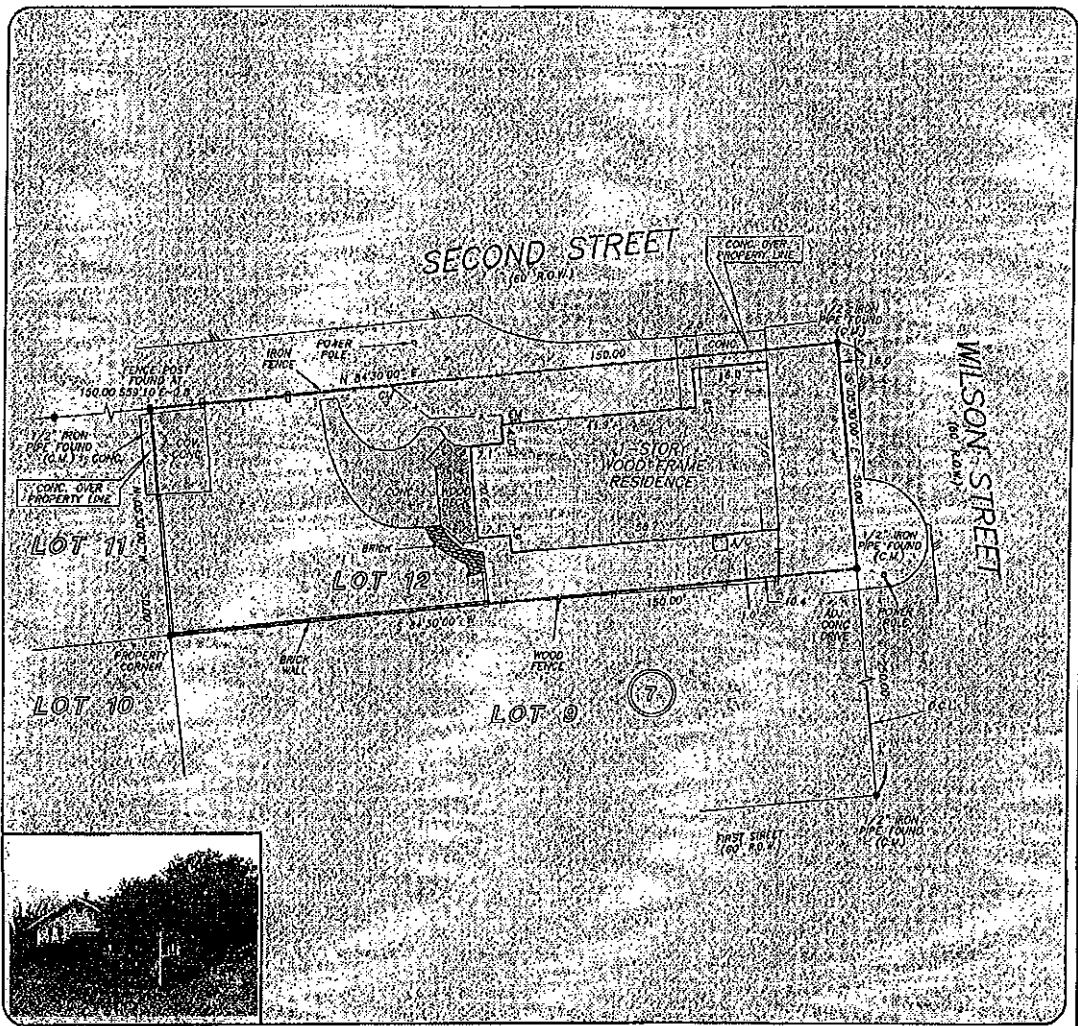


INTERFIELD PROJ. # 17003-001

GR. NO. 17157035997 STEWART TITLE
 ADDRESS: 38402 WILSON STREET
 FULSHEAR, TEXAS 77441
 BORROWER: STEPHEN WHITT AND
 AMBER WHITT

**LOT 12, BLOCK 7
 TOWN OF FULSHEAR**

AN ADDITION IN FORT BEND COUNTY, TEXAS
 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 IN/UNDER VOLUME U, PAGE 180 OF THE DEED RECORDS
 OF FORT BEND COUNTY, TEXAS



THIS PROPERTY DOES NOT LIE WITHIN THE
 100 YEAR FLOOD PLAIN AS PER FIRM
 PANEL NO. 48157C 00AS 1
 MAP REVISION 04/02/2014
 ZONE X
 BASED ONLY ON VISUAL EXAMINATION OF MAPS.
 INACCURACIES OF FEMA MAPS PREVENT EXACT
 DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION
 WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
 RECORD BEARING: VOL. U, PG. 180, F.B.C.M.R.

DRAWN BY: SD

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
 ON THE GROUND, THAT THIS PLAT CORRECTLY
 REPRESENTS THE FACTS FOUND AT THE
 TIME OF SURVEY AND THAT THERE ARE NO
 ENCROACHMENTS APPARENT ON THE GROUND,
 EXCEPT AS SHOWN HEREON. THIS SURVEY IS
 CERTIFIED FOR THIS TRANSACTION ONLY AND
 ABSTRACTING PROVIDED IN THE ABOVE
 REFERENCED TITLE COMMITMENT WAS RELIED
 UPON IN PREPARATION OF THIS SURVEY.

GEORGE CALE
 PROFESSIONAL LAND SURVEYOR
 NO. 4578
 JOB NO. 17-04583
 MAY 1, 2017



stewart
 TITLE
 JOHNNY BONACCORSO
 281-346-1333



PRECISION
 surveyors

1-800-LANDSURVEY
 www.precisionurveyors.com
 281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
 850 IMPRACINABLE STREET SUITE 159 HOUSTON, TEXAS 77079 3777 HE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
 FIRM NO. 10093700

LEGAL DESCRIPTION

LOT 12, BLOCK 7, TOWN OF FULSHEAR, TEXAS – 7,500 SQUARE FEET (0.1722 ACRES)

BEING A TRACT OR PARCEL CONTAINING 7,500 SQUARE FEET (0.1722 ACRES) OF LAND DESCRIBED AS LOT 12, BLOCK 7, OF THE TOWN OF FULSHEAR, TEXAS, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME U, PAGE 180 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND BEING THAT SAME CERTAIN TRACT OR PARCEL OF LAND DESCRIBED IN A GENERAL WARRANTY DEED FROM BILLI JEAN YEWENS TO WREN INVESTMENTS, LLC. RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. 2008128752 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN FORT BEND COUNTY, TEXAS. SAID LOT 12 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
(BEARINGS BASED ON G.P.S. OBSERVATIONS)

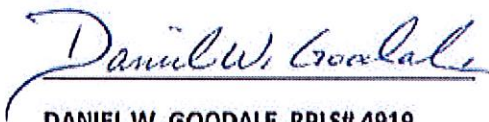
BEGINNING AT A FOUND ¼ INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 12, BLOCK 7, TOWN OF FULSHEAR, SAME BEING THE SOUTHWEST CORNER OF THE INTERSECTION OF WILSON STREET (60 FEET WIDE R.O.W.) WITH SECOND STREET (60 FEET WIDE R.O.W.) FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LOT 12;

THENCE, SOUTH 07° 10' 10" EAST, WITH THE EAST LINE OF THIS DESCRIBED LOT 30, SAME BEING THE WEST RIGHT OF WAY LINE OF WILSON STREET (60' R.O.W.), A DISTANCE OF 50.00 FEET TO A FOUND 5/8 INCH IRON ROD WITH CAP (KALKOMEY SURVEYING) FOR THE SOUTHEAST CORNER;

THENCE, SOUTH 82° 49' 50" WEST, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED LOT 12, SAME BEING THE COMMON NORTH LINE OF LOT 9, BLOCK 7, TOWN OF FULSHEAR, A DISTANCE OF 150.00 FEET TO A SET 5/8 INCH IRON ROD WITH CAP (GREENLEAF) FOR THE SOUTHWEST CORNER;

THENCE, NORTH 07° 10' 10" WEST, WITH THE WEST LINE OF THIS DESCRIBED LOT 12, SAME BEING THE COMMON EAST LINE OF LOT 11, BLOCK 7, TOWN OF FULSHEAR, A DISTANCE OF 50.00 FEET TO A FOUND 5/8 INCH IRON ROD WITH CAP (KALKOMEY SURVEYING) FOR THE NORTHWEST CORNER;

THENCE, NORTH 82° 49' 50" EAST, WITH THE NORTH LINE OF THE HEREIN DESCRIBED LOT 12, SAME BEING THE SOUTH RIGHT OF WAY LINE OF SECOND STREET (60' R.O.W.), A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,500 SQUARE FEET (0.1722 ACRES) OF LAND.



DANIEL W. GOODALE, RPLS# 4919



GREENLEAF LAND SURVEYS, LLC
10900 NORTHWEST FWY, SUITE 129
HOUSTON, TX 77092



Special Use Permit
8402 Wilson Street

Attachment 6
page 1 of 3

LETTER OF INTENT

Ms. Michelle Killebrew
Building Services Department
City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

Applicant: The Interfield Group
Property Address: 8402 Wilson Street
Description: Lot 12, Block 7 of Town of Fulshear
Submittal Date: September 13, 2017

Dear Ms. Killebrew,

Specific Special Use Permit is being sought and extent of use:

Specific Special Use Permit being sought and extent of condition is to be allow a flower shop within the existing residence of subject address.

STATEMENT OF FACTS:

- (1) The special conditions and circumstances exist which are unique to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in same district**

Subject property is located west of Willson Drive, north of FM 1093 Road, east of FM 359 Road and south of 2nd Street, in Town of Fulshear, an addition in Fort Bend County. Property is also located in the Downtown District.

Owner intends to develop a quaint flower shop, within the existing residence on subject property, and live in the remainder of the home. The design of the flower shop will be in line with a traditional small town character and owner intends to create a neighborhood ambiance where neighbors will walk into an array of beautiful flower arrangements, bouquets and gift pieces.

Please take the following into consideration:

1. Proposed development will comply with all building code requirements, prior to obtaining Occupancy Permit.
2. A flower shop and art gallery type businesses were previously conducted out of this residence.

Letter of Intent
Beezies Flowers (8402 Wilson Street)
September 13, 2017
Page Two

3. Adjacent land uses consist of residential and commercial to the north and northwesterly, residential to the west, large commercial development to the south and residential to the east. Therefore, granting of the Special Use Permit would allow preservation of current prevailing land use in this district.
4. Allowing a flower shop will not detract from residential development within the district, since the proposed flower shop will be designed within the home; in which owner will reside.
5. The granting of this Special Use Permit will not be injurious to the public health, safety or welfare; nor will in any way compromise public health or safety. On the contrary, structure will be ADA complaint and provide a handicapped parking space.

(2) The granting of the Special Use Permit would no confer on the applicant any special privilege that is denied by the ordinance to other lands, structures or buildings in the same district.

The granting of the Special Use Permit would no confer on the applicant any special privilege that is denied by the ordinance to other lands. The granting of the Special Use Permit would allow a commercial/residential mix-use that would be in character with the traditional small town core atmosphere intended by the Downtown District zone.

(3) The intent and general purposes of this chapter will be preserved and maintained;

The intent and general purpose of the Downtown District Zone will be preserved and maintained, due to the following considerations:

- a. Flower shop will be in character with a small town center development, while at the same time keeping the residential façade.
- b. Yards between right-of-way line and flower shop will be landscaped, and will preserve and enhance the beautification of the block face.
- c. A handicapped parking space and one additional parking will be added.

(4) No nonconforming use of neighboring land, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of Special Use Permit.

**Special Use Permit
8402 Wilson Street**

**Attachment 6
page 3 of 3**

Letter of Intent
Beezies Flowers (8402 Wilson Street)
September 13, 2017
Page Three

No nonconforming use of neighboring land, structures or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of the Special Use Permit. Special Use Permit requested would be granted on the basis of a reasonable assessment of existing conditions and general compliance with same district.

We hope this submittal meets with your approval. Please let me know if you have any questions or if I can be of further assistance.

Very truly yours,
THE INTERFIELD GROUP


Mary Villareal
Planning Manager



Special Use Permit 8402
Wilson Street

Attachment 9 page 1 of 2

September 14, 2017

Ms. Michelle Killebrew
Building Services Department
City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

Re: Beezies Flowers – Special Use Permit Submittal
8402 Wilson Street
(Interfield Project No. 17102.00)

Dear Ms. Killebrew:

Thank you for reviewing the Special Use Permit package we submitted. The following are responses to your inquiries:

1. What is the square footage for the flower shop verse the residential portions of the home?

Flower Shop (To exterior wall): 388 SF
Residence: 1575 SF

2. Does the applicant intend on adding any additional exterior lighting? If so where and what kind? If no, then is there any existing exterior lighting?

No additional exterior lighting is planned at this time, due to business being conducted during daylight hours.

3. Does the applicant intend to place any signage for the business on the property? If so, please send all details of requested signage, if not then I will need something that states that there will be no signage.

Signage for the business will be placed on the north side of the residence. Please refer to render A attached.

4. I notice that the parking spaces are mostly in the ROW, are there any utilities in the ROW, what about the sculptured horse that the city had carved?

Existing parking spaces are currently located within the ROW. Proposed parking spaces will lie partially within the ROW, but not as much as existing spaces.

Client intends to remove the existing tree stump that holds the sculptured horse, to accommodate one parking space, but will coordinate new location of sculptured horse with the City of Fulshear.

Letter To Ms. Killebrew
Beezies Flowers – Special Use Permit
8402 Wilson Street
Page Two

Special Use Permit
8402 Wilson Street

Attachment 9 page 2 of 2

The survey shows an existing water meter along Wilson Street, north of existing power pole, so I assume there is most likely a water line in Wilson Street.

- 5. I will need the square footage of the business portion of the residence to determine number of parking spaces, typically the city requires 1 for every 250 sqft plus you need parking for the resident.**

The proposed development will provide a total of three (3) parking spaces. Two (2) parking spaces for the flower shop, with one being a handicapped parking space, and one (1) parking space for the resident.

I appreciate you taking the time to review and obtain clarification of items required for consideration of this application. We hope this information is satisfactory to you. Please do not hesitate to let me know if I can be of further help or if you have any questions.

Very truly yours,
THE INTERFIELD GROUP


Mary Villareal
Attachments

Voigt Associates, Inc.

Professional Traffic Engineers
Texas Registered Firm F-5333

2611 Garnet Court
Pearland, Texas 77584
832.264.0429
tony@voigtassociates.com

September 29, 2017

Ms. Desiree Mastriano
Beezie's Flowers
8402 Wilson Street
Fulshear, Texas 77441

Special Use Permit
8402 Wilson Street
Attachment 11
page 1 of 7

RE: Traffic Impact Assessment – Beezie's Flowers
Second Street at Wilson Street, Fulshear, Texas

Dear Ms. Mastriano,

Voigt Associates, Inc. is pleased to present this limited-scope traffic assessment impact study for the proposed Beezie's Flowers, a 300 square-foot retail florist to be located within an existing 1-story building in Fulshear, Texas. The floral business will be conducted within a 300 square-foot portion of the 1,928 square foot residence (with the 1,628 square foot balance functioning as the owner's personal residence). The 7,500 square foot lot is on the southwest corner of Second Street at Wilson Street. Exhibit A1 (attached, Appendix A) shows the project location. Exhibit A2 shows the site layout, and Exhibit A3 shows the site on aerial background. The basic scope of services for this study was as follows:

1. Conduct cursory trip generation exercise for the florist shop;
2. Examine the site layout, including for parking and deliveries; and
3. Qualitatively assess the traffic impacts of the business.

The proposed florist shop is located on the southwest corner of Second Street and Wilson Street, with 150' frontage on Second Street and 50' frontage on Wilson Street. Along Second Street, two paved areas about 8' wide by 90' long provides opportunity for parallel parking for three to four vehicles. As part of improvement plans to the site, head-in parking is proposed on the Wilson Street frontage for three additional vehicles, including one ADA-accessible parking place. Anticipated occupancy of the building with the florist shop is late 2017 or early 2018.

Both Second Street and Wilson Street are local streets per the city's Thoroughfare Plan (dated January 2015), and neither of which are classified as arterial or collector in nature. Wilson Street is an asphalt roadway with open ditch drainage of about 26' in width. Second Street is also an asphalt roadway with open ditch drainage as is about 18' to 20' in width. Both roadways have pavement surfaces that appear to be in good condition. Second Street at Wilson Street is currently signed as an all-way stop intersection. The speed limit on both Wilson Street and Second Street is 20 miles per hour.

The site is adjacent to the new Ace Hardware (opened November 2016) to the south, and a single-family home to the west. Areas to the south and west are largely commercial and institutional in nature, with land use to the east and north are single family residential in nature. Wilson Street is about 1800' in total length, terminating on the south at FM 1093 and on the north at Fifth Street (or about five blocks).

Ms. Desiree Mastriano
September 29, 2017
Page 2 of 3

page 2 of 7

Trips were estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Handbook, 9th Edition*. The land use “Shopping Center” and “Specialty Retail” were the closest matches to the proposed land use (there is not a specific “florist” land use provided). The shop is anticipated to generate about 14 trips per day, with only one or two trips during the weekday AM & PM Peak Hours. The estimated weekday and weekday peak hour trips for the florist shop are presented in Table 1 below.

Table 1. Trip Generation Calculation.

ITE Land Use	Average Total Weekday Trips	Average AM Weekday Peak Period Trips (One Hour)	Average PM Weekday Peak Period Trips (One Hour)
820/826-Shopping/Specialty Retail (300 square feet)	14 (7 in/7 out)	1 (0 in/1 out)	2 (1 in/1 out)

The florist shop will initially have two employees (both living on site), building to three to four during the busiest times of the year. Most deliveries to the florist shop will be via UPS/FedEx, with two to three deliveries per week expected. There will be one to two deliveries from the shop per day. Walk-in traffic is expected to be relatively light, picking up for certain holidays (Mother’s Day, Valentine’s Day, etc.).

For typical weekday and weekend operations, with only two or three customers during the peak hours, the proposed six parking places provided (three head-in on Wilson, and three parallel on Second Street) should be adequate. For occasional holiday-related traffic, parking could be shared with the adjacent ACE Hardware site. Given the expected peak hour trip generation of the site, no off-site improvements should be needed (e.g., left turn or right turn lanes) – as we would typically begin considering these types of improvements with more than 50 to 100 trips per hour for retail type developments.

In conclusion, the proposed florist development will have negligible impacts on the operations of both Second Street and Wilson Street, particularly during the typical AM or PM weekday peak periods. *As a result, no off-site roadway or operational improvements are necessary due to the proposed development.*

Regarding parking, there is other head-in parking configurations in downtown Fulshear, including on FM 359, which carries much more traffic volume than Second Street and Wilson Street. Area residents are familiar with head-in parking movements and the three spaces proposed for the florist shop should not cause any driver expectancy issues in context with other parking capacity in the area.

Ms. Desiree Mastriano
September 29, 2017
Page 3 of 3

page 3 of 7

Voigt Associates appreciates the opportunity to assist you with this project and hopes that we have met your needs. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE
Principal



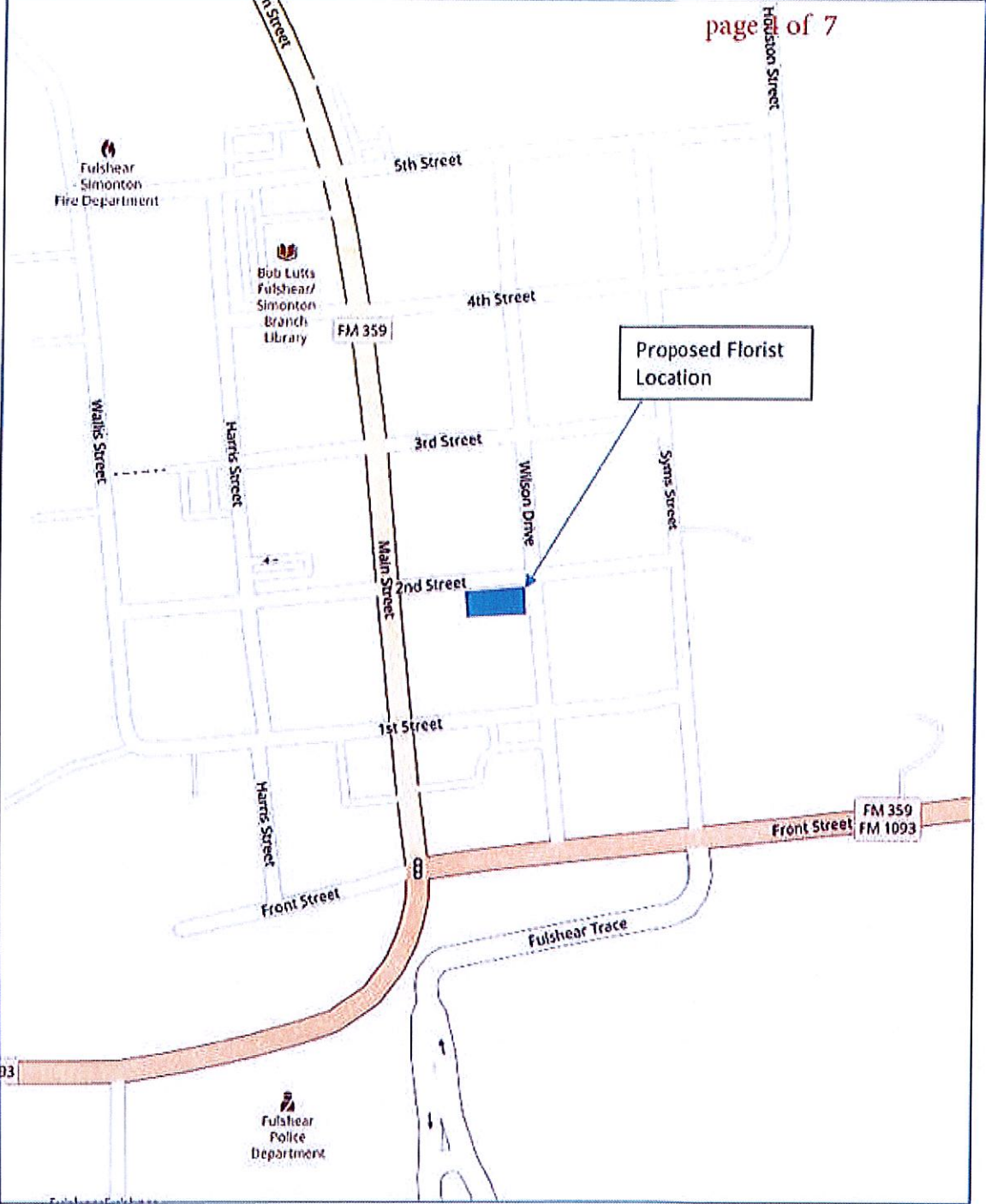


Exhibit A1. Site Location.

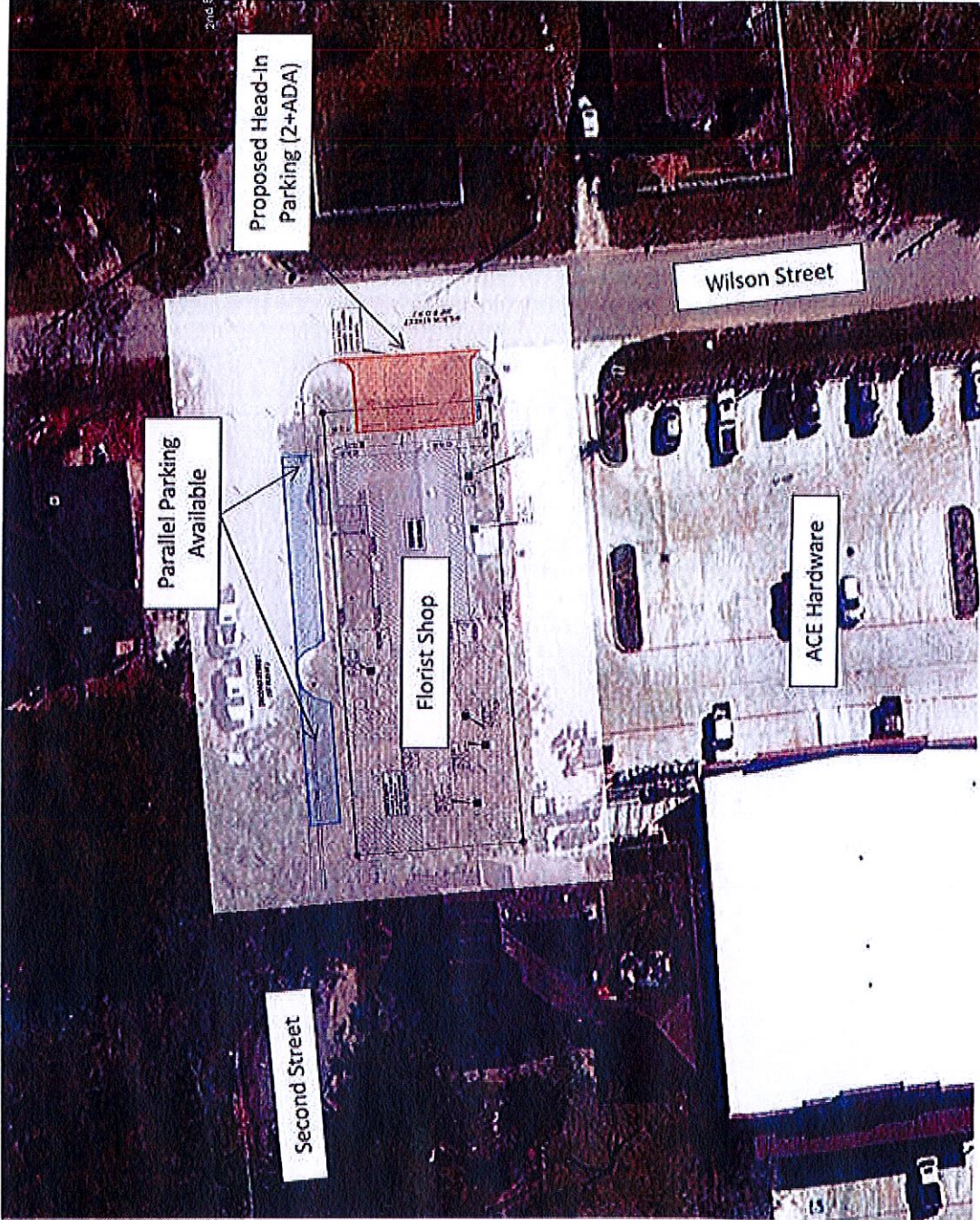


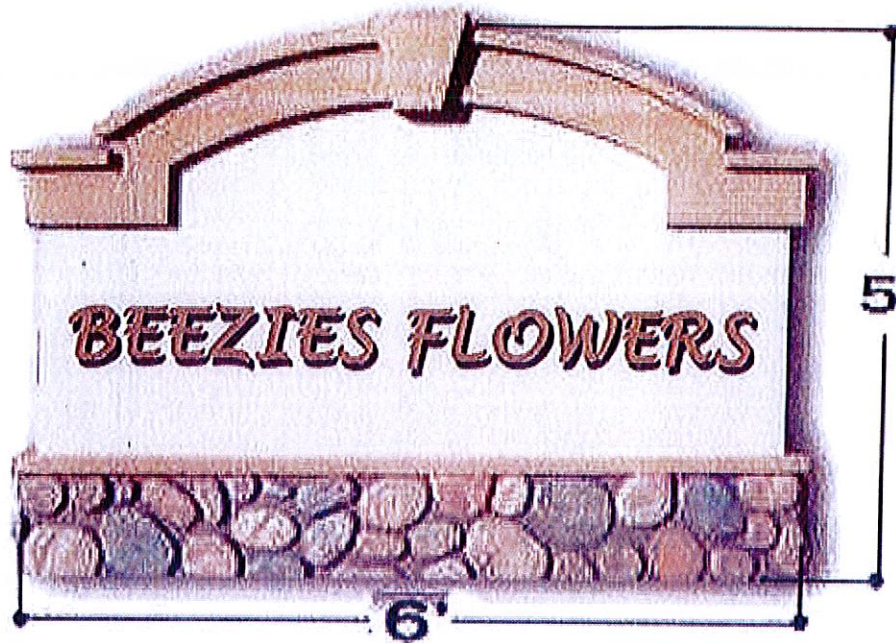
Exhibit A3. Site Layout on Aerial Background.

not to scale – north to top of page

Table C1. Trip Generation

Trip Ends Calculation														
use#	Site Desc.	Addl. Desc.	Independent Variable		Use Curve or Rate?	avg. trips weekday 24hr	Percent		avg. rate phadj7-9a 1hr	Percent		avg. rate phadj4-6p 1hr	Percent	
			Sq. Feet	Other Variable			enter	exit		enter	exit		enter	exit
Beezie's Flowers Retail Development														
820 (AM) 1826 (PM)	Specialty Retail Center	Florist	300	n/a	SF	44.32	50	50	0.96	62	38	2.71	44	56
210	Single-Family Detached	Residence		1	Unit	9.44	50	50	0.74	25	75	0.99	63	37
Trip Ends														
						total trips weekday 24hr	Vehicles		total trips phadj7-9a 1hr	Vehicles		total trips phadj4-6p 1hr	Vehicles	
						Use Curve or Rate?	enter	exit	enter	exit	enter	exit	enter	exit
Beezie's Flowers Retail Development														
820 (AM) 1826 (PM)	Specialty Retail Center	Florist	300	n/a	SF	13	7	7	0	0	0	1	0	0
210	Single-Family Detached	Residence	-	1	Unit	9	5	5	1	0	1	1	1	0
Internal Capture Rates:														
Weekday	0%		Trip Generation:			23	11	11	1	0	1	2	1	1
AM Peak	0%		Total pre-capture trips:			23	11	11	1	0	1	2	1	1
PM Peak	0%		Total trips w/capture rates (rounded):				11	11		0	1		1	1
Pass By Trips			New Trips on Roadway Network*				50%	50%		35%	65%		54%	46%
Assume:	0%		Percent entering/exiting:											
Total Pre Capture, Pre Pass By Trips:														
									AM Peak:	0	1	PM Peak:	1	1
Total New Trips on Roadway Network:														
									AM Peak:	0	1	PM Peak:	1	1

Special Use Permit
 8402 Wilson Street
 Attachment 12
 page 1 of 1



① ELEVATION: MONUMENT SIGN N.T.S.

THE INTERFIELD GROUP
 ARCHITECTURE / PLANNING / ENGINEERING

401 STUDEWOOD, SUITE 300
 HOUSTON, TEXAS 77007

TEL. (713) 780-0909
 TBPE REG. NO. F-5611
 TBAE REG. NO. BR741



TITLE
 BEEZIE'S FLOWERS

PROJECT
 PROPOSED FLOWER SHOP

DATE: 09/15/17 | JOB #: 17102.00

DRAWN BY: MN

CHECKED BY: SCB/JEN

SHEET NO.

SK1



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

**Special Use Permit
8402 Wilson Street**

Notice of Special Use Request

**Attachment 13
page 1 of 3**

9/14/2017

TO WHOM IT MAY CONCERN;

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold two Public Hearings; the first Public Hearing will be held by the Planning and Zoning Commission on October 6, 2017 at 8:30 a.m., the hearing will be held at city hall located at 30603 FM 1093. The second hearing will be held by the City Council on October 17, 2017 at 7:00 p.m. the hearing will be held at the Irene Stern Center located at 6920 Katy Fulshear Road. Both hearing will allow all interested persons will be given an opportunity to be heard.

The location of the premises in question is in the Downtown District, Lot 12 Block 7 of the Town of Fulshear, specifically the address is 8402 Wilson Street, Fulshear, Texas 77441.

The applicant is seeking a Special Use Request pursuant to the Zoning Ordinance to permit the use of a structure to be Commercial Mixed Use, Specifically for the use of Residential and Flower Shop.

Specific relief is requested from Section 1-193 (c) (2) (f) which states that the use of Retail; within the Downtown District is permitted if they are approved in the process outlined in section 1-283.

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board/Council.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

If you have any questions regarding this request please call the City Secretary's office at 281-346-1796.

Sincerely,

Michelle Killebrew
Building Official

NOTICE OF PUBLIC HEARINGS:

The property has requested a Special Use Permit.
For information regarding this request please contact:

The City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

-or-

Call (281) 346-1796

2 Public hearings will be held for this request

Special Use Permit
8402 Wilson Street

Attachment 13
Page 2 of 3

PUBLISHER'S AFFIDAVIT

2010-1028

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Lee Hartman who being by me duly sworn, deposes and says that he is the Publisher of Fort Bend Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

- 1. it devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. it is published at least once each week;
3. it is entered as second-class postal matter in the county where it is published; and
4. it has been published regularly and continuously since 1959.
5. it is generally circulated within Fort Bend County.

(CLIPPING) (S)

tunity to be heard.
The location of the premises in question is in the Downtown District, Lot 12 Block 7 of the Town of Fulshear, specifically the address is 8402 Wilson Street, Fulshear, Texas 77441. The applicant is seeking a Special Use Request pursuant to the Zoning Ordinance to permit the use of a structure to be Commercial Mixed Use, specifically for the use of Residential and Flower Shop. Specific relief is requested from Section 1-193 (c) (2) (f) which states that the use of Retail, within the Downtown District is permitted if they are approved in the process outlined in section 1-283. The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board/Council. A copy of said application and documents is on file with the City Secretary located at the City of Fulshear- City Hall at 30603 FM 1093, Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. for your convenience.

Notice of Public Hearings
Special Use Request
9/14/2017
In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold two Public Hearings; the first Public Hearing will be held by the Planning and Zoning Commission on October 8, 2017 at 8:30 a.m. in City Hall located at 30603 FM 1093. The second hearing will be held by the City Council on October 17, 2017 at 7:00 p.m. the hearing will be held at the Irene Stern Center located at 6920 Katy Fulshear Road. Both hearing will allow all interested persons will be given an occur-

Publisher further deposes and says that the attached notice was published in said newspaper on the following date(s) to wit:

9.25

_____, A.D. 2017

[Signature]

Lee Hartman
Publisher

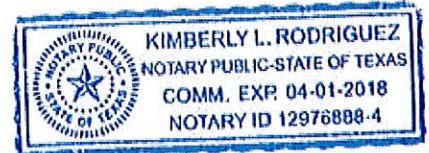
SUBSCRIBED AND SWORN BEFORE ME by Lee Hartman, who

X a) is personally known to me, or

b) provided the following evidence to establish his/her identity, _____

on this the 27 day of September, A.D. 2017 to certify which witness my hand and seal of office.

[Signature]
Notary Public, State of Texas



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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	D
DATE SUBMITTED:	October 10, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes
SUBJECTS:	LCISD Annexation No. 2		
ATTACHMENTS:	Ordinance No. 2017-1260		
EXPENDITURE REQUIRED:			
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The attached Ordinance will close out the Annexation of the Fulshear High School site.

RECOMMENDATION

Staff recommends Council approve the Ordinance concluding the Annexation of the Fulshear High School site.

ORDINANCE NO. 2017-1260

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS AND PROPERTY BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, WHERE APPLICABLE BY LAW; AND ADOPTING A SERVICE PLAN.

* * * * *

WHEREAS, the City of Fulshear, Texas ("City") has heretofore previously accepted Lamar Consolidated Independent School District's ("LCISD") voluntary petition to annex certain property consisting of an 89.25 acre tract of land owned by LCISD into the City; and

WHEREAS, the property sought to be annexed meets the applicable requirements of law for annexation of property by voluntary petition of landowners of a sparsely occupied area pursuant to Section 43.028 of the Texas Local Government Code; and

WHEREAS, the property contains an approximate 89.25 acres of land, out of the Restricted Reserve "A" of the Lamar C.I.S.D. High School No. 5 Complex being called 124.49 acres in Clerk's File No. 2008129534 and being situated in the Enoch Latham Survey, Abstract 50, Fort Bend County, Texas. Said 89.25 acre tract being more particularly described in Exhibit A ("Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this State have been duly followed with respect to the Property;

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

Section 1. That all of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. That the property described in Exhibit A is hereby annexed into the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the City of Fulshear, Texas, are hereby extended to include the Property within the territorial limits of the City of Fulshear, Texas, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants and Property thereof shall hereafter be

entitled to all the rights and privileges of other citizens of the City and shall be bound by the acts, ordinances, resolutions, and regulations of said City where applicable by law.

Section 3. That a Service Plan for the Property is hereby adopted and attached hereto and incorporated herein for all purposes as Exhibit B.

Section 4. That the City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Ordinance.

Section 5. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this, the ____ day of _____, 2017.

Jeff W. Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary

EXHIBIT A
FIELD NOTES FOR ANNEXATION

FIELD NOTES FOR A 89.25 ACRE TRACT OF LAND OUT OF THE RESTRICTED RESERVE "A" OF THE LAMAR C.I.S.D. HIGH SCHOOL No. 5 COMPLEX BEING CALLED 124.49 ACRES IN CLERK'S FILE No. 2008129534 AND BEING SITUATED IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS.

COMMENCING: At a point in the intersection of the West right-of-way line of Charger Way formerly called Bois D'Arc Road and the North right-of-way line of F.M. 1093 (120 foot width) being the Southeast corner of the Naferdon Subdivision (Plat No. 20040024 Plat Records) and of Reserve "D" being called 1.895 acres in Clerk's File No. 2005011499, said point also being the Southwest corner of the above described Reserve "A"

THENCE: North 02° 53' 53" West a distance of 813.34 feet to a point for the Southwest corner & **PLACE OF BEGINNING** of this 89.25 acre tract, said point being located in the East line of a called 14.4764 acre tract (Clerk's File No. 2008036700) and an angle point in the existing City of Fulshear City Limits line;

THENCE: North 02° 53' 53" West a distance of 1441.58 feet along the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract for the Northeast corner of a called 8.33 acre tract in Clerk's File No. 9520363 and the Southeast corner of a called 1-1/3 acre tract (Volume 2370, Page 1526 Official Records);

THENCE: North 01° 59' 50" West a distance of 553.20 feet with the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract located in the East line of a called 50 acre tract (Volume 65, Page 87 Deed Records);

THENCE: North 02° 06' 09" West a distance of 359.50 feet with the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract for the Northeast corner of a called 4 acre tract (Volume 182, Page 560 Deed Records) and the Southeast corner of a called 4 acre tract (Clerk's File No. 2004055416);

THENCE: North 02° 06' 22" West a distance of 557.71 feet with the existing City Limits line of the City of Fulshear to a Bolt found for the Northwest corner of this tract, same being the Northwest corner of the above described Reserve "A", said point being located in the common line of the Enoch Latham Survey, Abstract 50 and the Micahjah Autrey Survey, Abstract 100, also being located in the South line of a called 2,214.27 acre tract (Tract 3 described in Clerk's File No. 2010006543);

THENCE: North 87° 55' 12" East a distance of 1466.61 feet with the existing City Limits line of the City of Fulshear to a ½ inch iron rod found for the Northeast corner of this tract and the Northwest corner of a called 137.294 acre tract (Clerk's File No. 2008000068), said point being

FIELD NOTES FOR ANNEXATION

located in the South line of the 2,214.27 acre tract and in the common line of the Enoch Latham Survey, Abstract 50 and the Micahjah Autrey Survey, Abstract 100;

THENCE: South 03° 11' 19" East a distance of 2262.06 with the common line of this tract and the 137.294 acre tract to a point for the Southeast corner of this tract being located in the existing City Limits line of the City of Fulshear;

THENCE: With the South line of this tract and the existing City Limits line of the City of Fulshear the following calls:

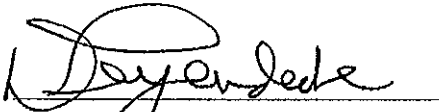
South 87° 19' 19" West a distance of 554.21 feet to a point;

South 02° 38' 50" East a distance of 454.04 feet to a point;

South 76° 28' 32" West a distance of 959.59 feet to the **PLACE OF BEGINNING** and containing 89.25 acres of land.

All bearings recited hereon are based on the South property line of this 89.25 acre tract running South 76° 28' 32" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.

David Leyendecker, R.P.L.S.

Texas Registration No. 2085

April 11, 2017

Br

EnochLatham(FulshearAnnex)-89.25ac-17-058

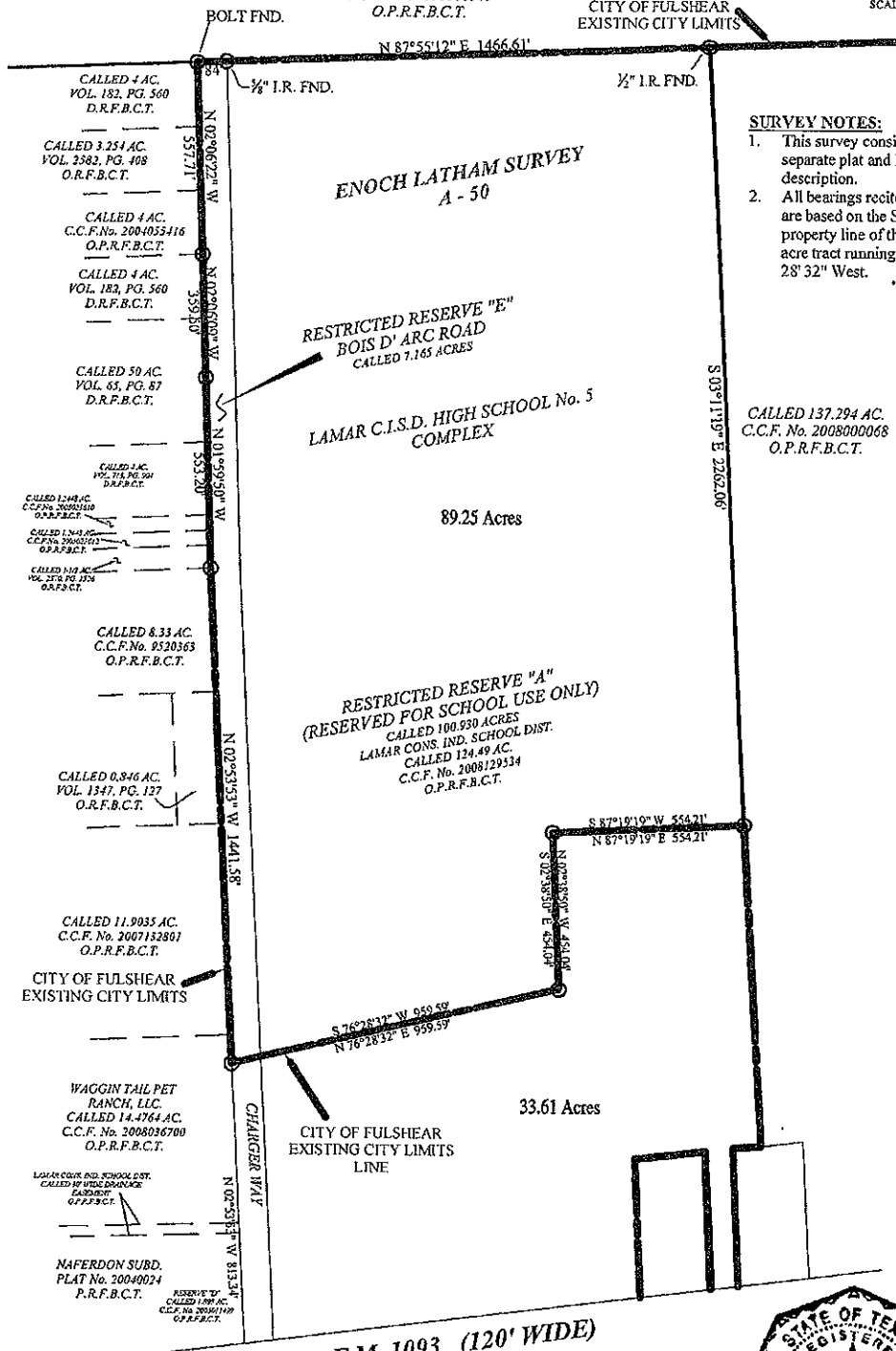
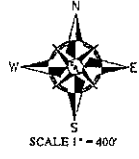


Clay & Leyendecker, Inc.

Consulting Engineers & Surveyors
Texas Registered Engineering Firm F-2309
1350 Ave. D / Katy, Texas 77493 / (281) 391-0173

CALLED 2,214.27 AC.
TRACT 3
C.C.F. No. 2010006543
O.P.R.F.B.C.T.

MICAHJAH AUTREY SURVEY
A - 100



- SURVEY NOTES:**
1. This survey consists of a separate plat and legal description.
 2. All bearings recited hereon are based on the South property line of this 89.25 acre tract running South 76° 28' 32" West.

CALLED 137.294 AC.
C.C.F. No. 2008000068
O.P.R.F.B.C.T.



David Leyendecker
For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085

PLAT FOR ANNEXATION

BEING AN 89.25 ACRE TRACT OF LAND OUT OF THE RESTRICTED RESERVE "A" OF THE LAMAR C.I.S.D. HIGH SCHOOL No. 5 COMPLEX BEING CALLED 124.49 ACRES IN CLERK'S FILE No. 2008129534 AND BEING SITUATED IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS.

Scale: 1" = 400'
Date: 04-10-17
Dwn. By: BR
File: 17-058A

EXHIBIT B

CITY OF FULSHEAR, TEXAS, PROPOSED SERVICE PLAN FOR THE ANNEXATION OF LAND

I. INTRODUCTION

THIS SERVICE PLAN ("PLAN") IS MADE BY THE CITY OF FULSHEAR, TEXAS, ("CITY") PURSUANT TO THE LOCAL GOVERNMENT CODE. THIS PLAN PERTAINS TO THE FOLLOWING LAND ("TRACT"):

An 89.25 acre tract of land out of the Restricted Reserve "A" of the Lamar C.I.S.D. High School No. 5 Complex being called 124.49 acres in Clerk's File No. 2008129534 and being situated in the Enoch Latham Survey, Abstract 50, Fort Bend County, Texas, said 89.25 acres being more particularly described in Attachment 1, which is attached hereto and incorporated herein for all purposes.

II. TERM AND EFFECTIVE DATE

This PLAN is proposed to be in effect for a term of ten (10) years commencing on the effective date of the annexation of the TRACT. Renewal of this PLAN shall be at the discretion of the CITY and such discretion may be exercised by the City Council in such manner and for such time as the CITY may then direct.

III. SERVICE PLAN

A. Services. According to this PLAN, the CITY shall provide an equal or superior level of services to the TRACT as provided within the corporate boundaries of the CITY before annexation, including police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of water and wastewater facilities to the TRACT that are not within the service area of another water or wastewater utility; operation and maintenance of roads and streets, including road and street lighting; operation and maintenance of parks, playgrounds, and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service. The CITY shall provide such services to the TRACT to the extent that the CITY currently offers such services to similarly situated landowners. The CITY shall provide such services on the effective date of annexation. The CITY has extended water and wastewater mains (capital improvements) to the TRACT such that no additional facilities are necessary to provide full municipal services to the TRACT.

This CITY may cause or allow public or private utilities, contractors, governmental entities and other public service organizations to provide such services to the TRACT, in whole or in part.

B. Scope and Quality of Proposed Service. The CITY shall provide services to the TRACT pursuant to any methods by which it extends or is authorized to extend

services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services to the TRACT than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACT, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

C. Fees. The CITY may impose a fee for a service to the TRACT if the same fee is imposed within the corporate boundaries of the CITY before annexation. The CITY may impose a fee to the TRACT, over and above ad valorem taxes and fees imposed within the corporate boundaries of the CITY before annexation, to maintain the level of services that existed to the TRACT before annexation, if applicable.

NOTHING IN THIS PLAN SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC AND/OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT AND/OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY EXISTING TO THE TRACT.

IV. AMENDMENT; GOVERNING LAW

This PLAN may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the CITY shall constitute amendments to this PLAN, and the CITY reserves the right to make such changes. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

V. FORCE MAJEURE

Should a *force majeure* interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this PLAN, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the CITY whether similar to those enumerated or otherwise, which is not within the control of the CITY.

VI. ENTIRE PLAN

This document along with the terms of the Development Agreement between the City and LCISD contains the entire and integrated PLAN relating to the TRACT and

supersedes all other negotiations, representations, plans and agreements, whether written or oral.

Jeff W. Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary

ATTACHMENT 1
FIELD NOTES FOR ANNEXATION

FIELD NOTES FOR A 89.25 ACRE TRACT OF LAND OUT OF THE RESTRICTED RESERVE "A" OF THE LAMAR C.I.S.D. HIGH SCHOOL No. 5 COMPLEX BEING CALLED 124.49 ACRES IN CLERK'S FILE No. 2008129534 AND BEING SITUATED IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS.

COMMENCING: At a point in the intersection of the West right-of-way line of Charger Way formerly called Bois D'Arc Road and the North right-of-way line of F.M. 1093 (120 foot width) being the Southeast corner of the Naferdon Subdivision (Plat No. 20040024 Plat Records) and of Reserve "D" being called 1.895 acres in Clerk's File No. 2005011499, said point also being the Southwest corner of the above described Reserve "A"

THENCE: North 02° 53' 53" West a distance of 813.34 feet to a point for the Southwest corner & **PLACE OF BEGINNING** of this 89.25 acre tract, said point being located in the East line of a called 14.4764 acre tract (Clerk's File No. 2008036700) and an angle point in the existing City of Fulshear City Limits line;

THENCE: North 02° 53' 53" West a distance of 1441.58 feet along the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract for the Northeast corner of a called 8.33 acre tract in Clerk's File No. 9520363 and the Southeast corner of a called 1-1/3 acre tract (Volume 2370, Page 1526 Official Records);

THENCE: North 01° 59' 50" West a distance of 553.20 feet with the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract located in the East line of a called 50 acre tract (Volume 65, Page 87 Deed Records);

THENCE: North 02° 06' 09" West a distance of 359.50 feet with the existing City Limits line of the City of Fulshear to an angle point in the West line of this tract for the Northeast corner of a called 4 acre tract (Volume 182, Page 560 Deed Records) and the Southeast corner of a called 4 acre tract (Clerk's File No. 2004055416);

THENCE: North 02° 06' 22" West a distance of 557.71 feet with the existing City Limits line of the City of Fulshear to a Bolt found for the Northwest corner of this tract, same being the Northwest corner of the above described Reserve "A", said point being located in the common line of the Enoch Latham Survey, Abstract 50 and the Micahjah Autrey Survey, Abstract 100, also being located in the South line of a called 2,214.27 acre tract (Tract 3 described in Clerk's File No. 2010006543);

THENCE: North 87° 55' 12" East a distance of 1466.61 feet with the existing City Limits line of the City of Fulshear to a ½ inch iron rod found for the Northeast corner of this tract and the Northwest corner of a called 137.294 acre tract (Clerk's File No. 2008000068), said point being

FIELD NOTES FOR ANNEXATION

located in the South line of the 2,214.27 acre tract and in the common line of the Enoch Latham Survey, Abstract 50 and the Micahjah Autrey Survey, Abstract 100;

THENCE: South 03° 11' 19" East a distance of 2262.06 with the common line of this tract and the 137.294 acre tract to a point for the Southeast corner of this tract being located in the existing City Limits line of the City of Fulshear;

THENCE: With the South line of this tract and the existing City Limits line of the City of Fulshear the following calls:

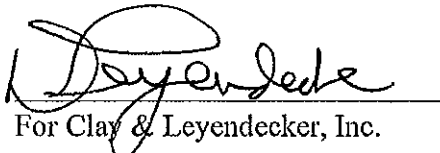
South 87° 19' 19" West a distance of 554.21 feet to a point;

South 02° 38' 50" East a distance of 454.04 feet to a point;

South 76° 28' 32" West a distance of 959.59 feet to the **PLACE OF BEGINNING** and containing 89.25 acres of land.

All bearings recited hereon are based on the South property line of this 89.25 acre tract running South 76° 28' 32" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.

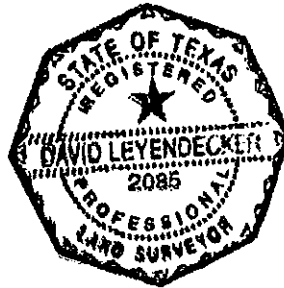
David Leyendecker, R.P.L.S.

Texas Registration No. 2085

April 11, 2017

Br

EnochLatham(FulshearAnnex)-89.25ac-17-058



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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	E
DATE SUBMITTED:	October 10, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes
SUBJECTS:	Annexation of 582.7 acre tract south of FM 1093		
ATTACHMENTS:	Letters and Legal Description of Territory to be Annexed		
EXPENDITURE REQUIRED:			
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

Ideally the City would have sat down with the property owner of this property and negotiated an Annexation/ Development and potentially Utility Agreement; however, the Legislature's pernicious attitude towards Cities' Annexation authority require that we take unilateral action more rapidly.

As it stands, because the property is currently held in Ag Exemption, it will require the negotiation of a Non-Annexation agreement with the property owner. This will allow the property owner some flexibility but still gives the City control of the development within this very strategically important piece of property. This is the first step in a process that must be completed prior to December 1st.

RECOMMENDATION

Staff recommends Council set the Public Hearings and direct staff to initiate a Service Plan for the acreage in question.

ORDINANCE NO. 1264

AN ORDINANCE CALLING TWO PUBLIC HEARINGS BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS TO BE HELD IN THE FULSHEAR CITY HALL, 30603 FM 1093, FULSHEAR, TEXAS TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE PROPOSED ANNEXATION INTO THE CITY OF FULSHEAR, TEXAS, OF A 582.7 ACRE TRACT OF LAND; AND DIRECTING THAT SAID NOTICE BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF FULSHEAR AND THE AREA TO BE ANNEXED; AND DIRECTING THE POSTING OF SUCH NOTICE ON THE CITY'S INTERNET WEBSITE.

* * * * *

WHEREAS, the City desires to annex a 582.7 acre tract of land located in the R. H. Kuykendall Survey, Abstract 274, J.C. McDonald Survey, Abstract 290, the Morris and Cummings Survey, Abstract 294 and the E. Jr. Latham Survey, Abstract 50, Fort Bend County, Texas now therefore,

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

Section 1. That the City Council of the City of Fulshear, Texas does hereby call a first public hearing to be held on the 26 day of October, 2017, at 6:30 p.m., and a second public hearing to be held on the 26 day of October, 2017, at 6:45 p.m. at Fulshear City Hall, 30603 FM 1093, Fulshear, Texas, 77441 at which time all persons desiring to be heard will be heard on or in connection the proposed annexation of a 582.7 acre tract of land located in the R. H. Kuykendall Survey, Abstract 274, J.C. McDonald Survey, Abstract 290, the Morris and Cummings Survey, Abstract 294 and the E. Jr. Latham Survey, Abstract 50, Fort Bend County, Texas.

Section 2. The City Council directs the City Secretary to publish and post the notices of hearings pursuant to the requirements of the Open Meetings Act and Chapter 43 of the Texas Local Government Code.

PASSED and **APPROVED** this, the 17th day of October, 2017.

Jeff W. Roberts, Jr., Mayor

ATTEST:

D. Gordon Offord, City Secretary



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

October 6, 2017

Harrison Interests Ltd.
712 Main Street, Suite 1900
Houston, TX 77002-3220

Via CMRRR 7015 0640 0006 9968 2276

Dear Property Owner:

The City of Fulshear has identified your property as subject to annexation no later than November 30, 2017.

Section 43.016 of the Texas Local Government Code requires the city to offer you another option. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "development agreement" with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.

We have enclosed the development agreement that we are offering for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (b) you may negotiate new language by indicating the words that you wish to change, add, or delete in the agreement; or (c) any owner may decline the offer of a development agreement.

The Development Agreement must be returned, indicating your choice of one of the three options, on or before October 15, 2012. If you have questions or are unable to return the agreement by that date, please contact J. Grady Randle. Please consult with your legal counsel as well.

T 281-657-2000


F 832-476-9554

www.jgradyrandlepc.com

If we do not receive a response of any kind by October 15, 2017, we will assume that you do not wish to enter into a development agreement and your property will be included in the proposed annexation.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.



J. Grady Randle, President

Property Owner Property Address 2017 Assessed Value
 R45545 HARRISON INTERESTS LTD FM 359 RD, RICHMOND, TX 77406 \$35,110

2017 GENERAL INFORMATION

Property Status Active
 Property Type Real Land
 Legal Description 0290 J C MCDONALD, TRACT 1, ACRES 292.6
 Neighborhood Abstract Group 4 B
 Account 0290-00-000-0010-901
 Map Number Z-028, Z-039

2017 OWNER INFORMATION

Owner Name Harrison Interests Ltd
 Owner ID O0284640
 Exemptions Agriculture Use
 Percent Ownership 100%
 Mailing Address 712 Main ST #STE 1900 Houston, TX 77002-3220

2017 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$0
 Total Improvement Market Value \$0
 Land Homesite Value \$0
 Land Non-Homesite Value \$0
 Land Agricultural Market Value \$4,067,580
 Total Land Market Value \$4,067,580
 Total Market Value \$4,067,580
 Agricultural Use \$35,110
 Total Appraised Value \$0
 Homestead Cap Loss -\$0
 Total Assessed Value \$35,110

2017 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
<input checked="" type="checkbox"/> CAD- Fort Bend Central Appraisal District		\$0	\$35,110	0	0
D01- Ft Bend Drainage		\$0	\$35,110	0.016	0
G01- Ft Bend Co Gen		\$0	\$35,110	0.458	0
R05- Ft Bend Co ESD 4		\$0	\$35,110	0.1	0
S01- Lamar CISD		\$0	\$35,110	1.39005	0
TOTALS				1.96405	

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Native Pasture	D1 - Ranch Land	No	\$4,067,580	\$35,110	292.600000 acres
TOTALS					12,745,656 Sq. ft / 292.600000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$0	\$0	\$0	\$4,067,580	\$35,110	\$35,110	\$0	\$35,110
2015	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2014	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2013	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2012	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
	HARRISON DAN JJR	Harrison Interests Ltd	1289625	

DISCLAIMER

FIELD NOTES FOR A 582.7 ACRES FOR ANNEXATION IN THE R.H. KUYKANDALL SURVEY, ABSTRACT 274, J.C. McDONALD SURVEY, ABSTRACT 290, THE MORRIS & CUMMINGS SURVEY, ABSTRACT 294, & THE E. JR. LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS

BEGINNING: At a point for the Northeast corner of the Harrison Interests Ltd. 85.8 acre tract (recorded in Volume 340, Page 285 Deed Records) and being located at the intersection of the West right-of-way line of F.M. 359 with the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being in the existing City Limits Line of the City of Fulshear;

THENCE: South 00° 58' 04" West a distance of 2511.5 feet with the West right-of-way line of F.M. 359 and the East line of the 85.8 acre tract to a point for the Southeast corner of this tract located in the East line of the 85.8 acre tract;

THENCE: South 85° 28' 00" West a distance of 5609.0 feet crossing over and through the 85.8 acre tract and the Harrison Interests Ltd. 292.6 acre tract (Volume 340, Page 285 Deed Records) to a point for an angle point in the South line of this tract;

THENCE: South 85° 26' 06" West a distance of 4535.3 feet passing the West line of the 292.6 acre tract, through McKinnon Road (Private Road) and through the Harrison Interests Ltd. 1005.19 acre tract (Volume 302, Page 126 Deed Records) to a point for the Southwest corner of this tract located in the City Limits Line of the City of Fulshear;

THENCE: North 00° 34' 11" East a distance of 2510.1 feet with the West line of this tract and the existing City Limits Line of the City of Fulshear to a point for the Northwest corner of this tract being located in the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being the Northwest corner of the Harrison Interests Ltd. 186.298 acre tract (Volume 302, Page 126 Deed Records);

THENCE: North 85° 26' 06" East a distance of 4310.7 feet with the existing City Limits Line of the City of Fulshear and the North line of this tract to a point for the Northeast corner of the 186.298 acre tract;

THENCE: North 85° 28' 00" East a distance of 5851.2 feet continuing with the existing City Limits Line of the City of Fulshear and the North line of this tract to the **PLACE OF BEGINNING** and containing 582.7 acres of land.

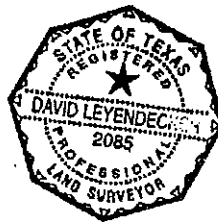
All bearings recited hereon are based on the South right-of-way line of F.M. 1093 running North 85° 28' 00" East (North line of this tract).

This Survey is for annexation purposes only and consists of field work and deed research but should not be used for any purpose other than annexation.

This survey consists of a separate plat and a legal description.

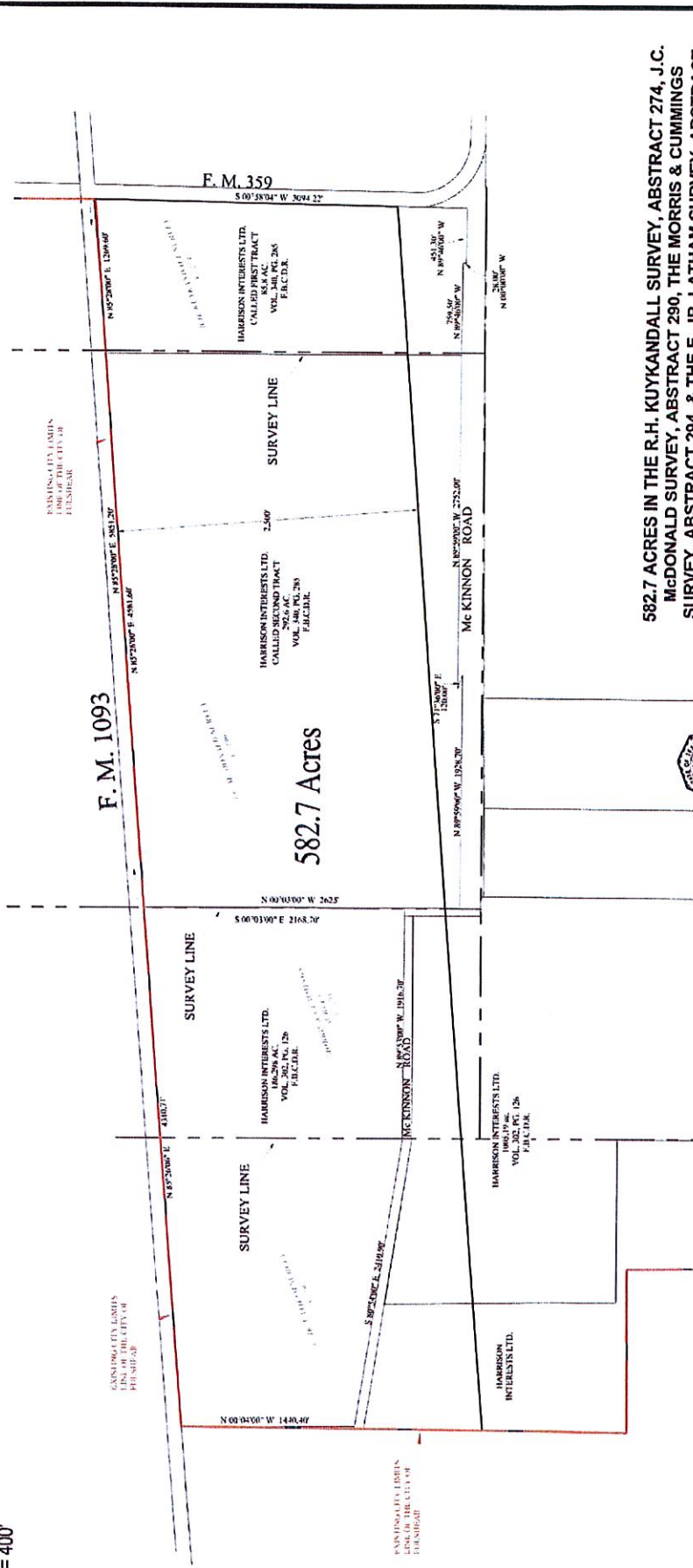


For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
October 5, 2017
Br
2017 Fulshear Annex 582.7ac





Scale: 1" = 400'



NOTE: THIS SURVEY IS FOR INFORMATION PURPOSES ONLY. RESEARCH MUST BE CONDUCTED TO VERIFY THE ACCURACY OF THIS SURVEY. THE CITY OF FULSHEAR, TEXAS, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OTHER THAN AMBIGUITY.



582.7 ACRES IN THE R.H. KUYKANDALL SURVEY, ABSTRACT 274, J.C. McDONALD SURVEY, ABSTRACT 290, THE MORRIS & CUMMINGS SURVEY, ABSTRACT 294, & THE E. JR. LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS

Clay & Leyendecker, Inc.

Consulting Engineers & Surveyors
Firm Registration No. 2319
Katy, Texas

2017 SOUTHEAST ANNEXATION
CITY OF FULSHEAR, TEXAS

Scale:	1" = 400'
Job No.:	CITY OF FULSHEAR ANNEX 2017
Drawn By:	ajp
Date:	10/24/17
Sheet Number	1 of 1

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Fulshear, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Fort Bend County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and has held public hearings on _____ and _____, 20__; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Fort Bend County.

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Fort Bend County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R1 Residential Acreage zoning apply to the Property, and that the Property shall be used only for R1 Residential Acreage zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. The Owner agrees not to create any Municipal Utility District or any other kind of Special District pursuant to the Texas Water Code.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement or a MUD is formed, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a city to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter

251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is 45 years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1 Residential Acreage pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Fulshear, Texas
Attn: City Manager
30603 FM 1093
Fulshear, Texas 77441

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Fort Bend County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Fort Bend County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this ____ day of _____, 20____.

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

_____, City of _____, Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by C.J. Snipes, City Manager, City of Fulshear, Texas.

Notary Public, State of Texas



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

October 6, 2017

Via CMRRR 7015 0640 0006 9968 2283

Harrison Interests Ltd.
712 Main Street, Suite 1900
Houston, TX 77002-3220

Re: Annexation of Property

Ladies and Gentlemen:

The purpose of this letter is to notify you that your property shown on Exhibit A is included in a proposed annexation by the City of Fulshear. Fort Bend County Appraisal District records show that you own property in the area. Under state law, the City may annex the area after following certain notice and hearing procedures contained in Chapter 43 of the Texas Local Government Code.

State law establishes the procedure the City must follow to annex the area. City staff will prepare a proposed service plan describing the services the City will provide in the area upon annexation. The City Council will then hold public hearings to discuss the annexation and the service plan. The hearings will be held at a future date of which you will be notified.

After the public hearings, the City will likely annex the property.

The financial impacts on the school district resulting from the annexation could include:

1. City permit and inspection fees, as applicable; and
2. Ad valorem taxes for any non-exempt real or personal property within the area proposed for annexation.

The City currently has no proposal to abate, reduce, or limit any financial impact on the district.

T 281-657-2000

F 832-476-9554

www.jgradyrandlepc.com

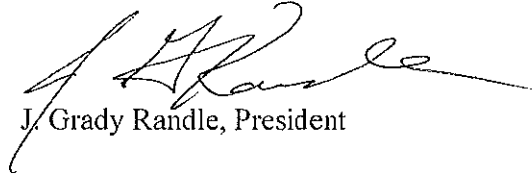
Page 2

If you have questions concerning the annexation process, we encourage you to contact your attorney or the Fulshear City Attorney at 281-657-2000.

If you have any questions regarding this proposed annexation, please do not hesitate to contact our office.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.

A handwritten signature in black ink, appearing to read "J. Grady Randle", written in a cursive style. The signature is positioned above the printed name.

J. Grady Randle, President

Property Owner: R45545 HARRISON INTERESTS LTD
 Property Address: FM 359 RD, RICHMOND, TX 77406
 2017 Assessed Value: \$35,110

2017 GENERAL INFORMATION

Property Status: Active
 Property Type: Real Land
 Legal Description: 0290 J C MCDONALD, TRACT 1, ACRES 292.6
 Neighborhood: Abstract Group 4 B
 Account: 0290-00-000-0010-901
 Map Number: Z-028, Z-039

2017 OWNER INFORMATION

Owner Name: Harrison Interests Ltd
 Owner ID: O0284640
 Exemptions: Agriculture Use
 Percent Ownership: 100%
 Mailing Address: 712 Main St #STE 1900 Houston, TX 77002-3220

2017 VALUE INFORMATION

Improvement Homesite Value: \$0
 Improvement Non-Homesite Value: \$0
 Total Improvement Market Value: \$0
 Land Homesite Value: \$0
 Land Non-Homesite Value: \$0
 Land Agricultural Market Value: \$4,067,580
 Total Land Market Value: \$4,067,580
 Total Market Value: \$4,067,580
 Agricultural Use: \$35,110
 Total Appraised Value: \$0
 Homestead Cap Loss: -\$0
 Total Assessed Value: \$35,110

2017 ENTITIES & EXEMPTIONS

Special Exemptions: AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
<input checked="" type="checkbox"/> CAD- Fort Bend Central Appraisal District			\$0	\$35,110	0
D01- Ft Bend Drainage			\$0	\$35,110	0.016
G01- Ft Bend Co Gen			\$0	\$35,110	0.458
R05- Ft Bend Co ESD 4			\$0	\$35,110	0.1
S01- Lamar CISD			\$0	\$35,110	1.39005
TOTALS					1.96405

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Native Pasture	D1 - Ranch Land	No	\$4,067,580	\$35,110	292.600000 acres
TOTALS					12,745,656 Sq. ft / 292.600000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$0	\$0	\$0	\$4,067,580	\$35,110	\$35,110	\$0	\$35,110
2015	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2014	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2013	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110
2012	\$0	\$0	\$0	\$1,593,210	\$35,110	\$35,110	\$0	\$35,110

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
	HARRISON DAN JJR	Harrison Interests Ltd	1289625	

DISCLAIMER

FIELD NOTES FOR A 582.7 ACRES FOR ANNEXATION IN THE R.H. KUYKANDALL SURVEY, ABSTRACT 274, J.C. McDONALD SURVEY, ABSTRACT 290, THE MORRIS & CUMMINGS SURVEY, ABSTRACT 294, & THE E. JR. LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS

BEGINNING: At a point for the Northeast corner of the Harrison Interests Ltd. 85.8 acre tract (recorded in Volume 340, Page 285 Deed Records) and being located at the intersection of the West right-of-way line of F.M. 359 with the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being in the existing City Limits Line of the City of Fulshear;

THENCE: South 00° 58' 04" West a distance of 2511.5 feet with the West right-of-way line of F.M. 359 and the East line of the 85.8 acre tract to a point for the Southeast corner of this tract located in the East line of the 85.8 acre tract;

THENCE: South 85° 28' 00" West a distance of 5609.0 feet crossing over and through the 85.8 acre tract and the Harrison Interests Ltd. 292.6 acre tract (Volume 340, Page 285 Deed Records) to a point for an angle point in the South line of this tract;

THENCE: South 85° 26' 06" West a distance of 4535.3 feet passing the West line of the 292.6 acre tract, through McKinnon Road (Private Road) and through the Harrison Interests Ltd. 1005.19 acre tract (Volume 302, Page 126 Deed Records) to a point for the Southwest corner of this tract located in the City Limits Line of the City of Fulshear;

THENCE: North 00° 34' 11" East a distance of 2510.1 feet with the West line of this tract and the existing City Limits Line of the City of Fulshear to a point for the Northwest corner of this tract being located in the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being the Northwest corner of the Harrison Interests Ltd. 186.298 acre tract (Volume 302, Page 126 Deed Records);

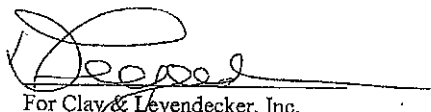
THENCE: North 85° 26' 06" East a distance of 4310.7 feet with the existing City Limits Line of the City of Fulshear and the North line of this tract to a point for the Northeast corner of the 186.298 acre tract;

THENCE: North 85° 28' 00" East a distance of 5851.2 feet continuing with the existing City Limits Line of the City of Fulshear and the North line of this tract to the PLACE OF BEGINNING and containing 582.7 acres of land.

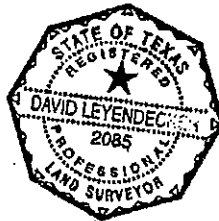
All bearings recited hereon are based on the South right-of-way line of F.M. 1093 running North 85° 28' 00" East (North line of this tract).

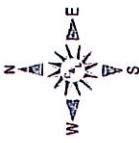
This Survey is for annexation purposes only and consists of field work and deed research but should not be used for any purpose other than annexation.

This survey consists of a separate plat and a legal description.

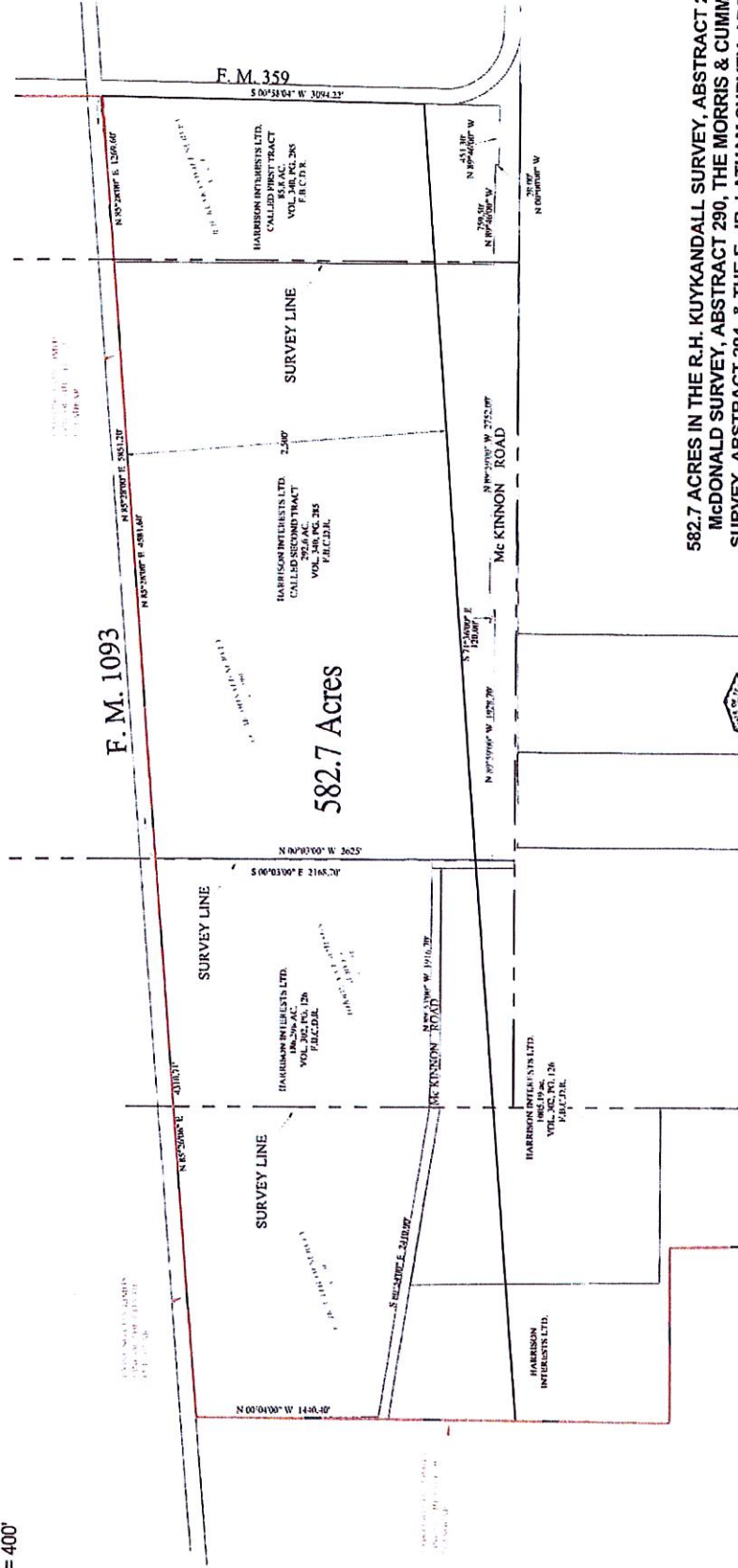


For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
October 5, 2017
Br
2017 Fulshear Annex 582.7ac





Scale: 1" = 400'



F. M. 1093

582.7 Acres

F. M. 359

582.7 ACRES IN THE R.H. KUYKANDALL SURVEY, ABSTRACT 274, J.C. McDONALD SURVEY, ABSTRACT 290, THE MORRIS & CUMMINGS SURVEY, ABSTRACT 294, & THE E. JR. LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS



NOTE: THIS SURVEY IS FOR INFORMATION PURPOSES ONLY. IT CONSISTS OF ONLY FIELD SURVEY WORK & IS NOT TO BE USED FOR ANY OTHER INTENT OR PURPOSE.

Clay & Leyendecker, Inc.
 Consulting Engineers & Surveyors
 Firm Registration No. 2309
 Katy, Texas

**2017 SOUTHEAST ANNEXATION
 CITY OF FULSHEAR, TEXAS**

Scale:	1" = 400'
Job No.:	CITY OF FULSHEAR, TEXAS (2017)
Drawn By:	boji
Date:	10-03-17
Sheet Number:	1 of 1

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Fulshear, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Fort Bend County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner’s Property and has held public hearings on _____ and _____, 20__; and

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Fort Bend County.

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Fort Bend County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R1 Residential Acreage zoning apply to the Property, and that the Property shall be used only for R1 Residential Acreage zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. The Owner agrees not to create any Municipal Utility District or any other kind of Special District pursuant to the Texas Water Code.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement or a MUD is formed, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a city to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter

251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is 45 years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1 Residential Acreage pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Fulshear, Texas
Attn: City Manager
30603 FM 1093
Fulshear, Texas 77441

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Fort Bend County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Fort Bend County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this ____ day of _____, 20____.

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

_____, City of _____, Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2007,
by C.J. Snipes, City Manager, City of Fulshear, Texas.

Notary Public, State of Texas

FIELD NOTES FOR A 582.7 ACRES FOR ANNEXATION IN THE R.H. KUYKANDALL SURVEY, ABSTRACT 274, J.C. McDONALD SURVEY, ABSTRACT 290, THE MORRIS & CUMMINGS SURVEY, ABSTRACT 294, & THE E. JR. LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS

BEGINNING: At a point for the Northeast corner of the Harrison Interests Ltd. 85.8 acre tract (recorded in Volume 340, Page 285 Deed Records) and being located at the intersection of the West right-of-way line of F.M. 359 with the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being in the existing City Limits Line of the City of Fulshear;

THENCE: South 00° 58' 04" West a distance of 2511.5 feet with the West right-of-way line of F.M. 359 and the East line of the 85.8 acre tract to a point for the Southeast corner of this tract located in the East line of the 85.8 acre tract;

THENCE: South 85° 28' 00" West a distance of 5609.0 feet crossing over and through the 85.8 acre tract and the Harrison Interests Ltd. 292.6 acre tract (Volume 340, Page 285 Deed Records) to a point for an angle point in the South line of this tract;

THENCE: South 85° 26' 06" West a distance of 4535.3 feet passing the West line of the 292.6 acre tract, through McKinnon Road (Private Road) and through the Harrison Interests Ltd. 1005.19 acre tract (Volume 302, Page 126 Deed Records) to a point for the Southwest corner of this tract located in the City Limits Line of the City of Fulshear;

THENCE: North 00° 34' 11" East a distance of 2510.1 feet with the West line of this tract and the existing City Limits Line of the City of Fulshear to a point for the Northwest corner of this tract being located in the South right-of-way line of the abandoned S.A. & A.P. Railroad right-of-way and being the Northwest corner of the Harrison Interests Ltd. 186.298 acre tract (Volume 302, Page 126 Deed Records);

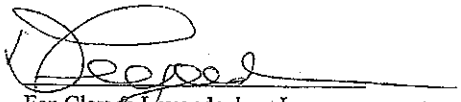
THENCE: North 85° 26' 06" East a distance of 4310.7 feet with the existing City Limits Line of the City of Fulshear and the North line of this tract to a point for the Northeast corner of the 186.298 acre tract;

THENCE: North 85° 28' 00" East a distance of 5851.2 feet continuing with the existing City Limits Line of the City of Fulshear and the North line of this tract to the **PLACE OF BEGINNING** and containing 582.7 acres of land.

All bearings recited hereon are based on the South right-of-way line of F.M. 1093 running North 85° 28' 00" East (North line of this tract).

This Survey is for annexation purposes only and consists of field work and deed research but should not be used for any purpose other than annexation.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
October 5, 2017
Br
2017 Fulshear Annex 582.7ac



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

AGENDA OF: October 17, 2017 **AGENDA ITEM:** F
DATE SUBMITTED: October 17, 2017 **DEPARTMENT:** Administration
PREPARED BY: Paula Ryan,
Asst. City Manager **PRESENTER:** Paula Ryan,
Asst. City Manager
SUBJECT: Update to Classification and Compensation Plan for City Employees
ATTACHMENTS: FY 2018 Classification and Compensation Plan for City Employees
(Effective 10/1/17)

EXPENDITURE REQUIRED: N/A

AMOUNT BUDGETED: N/A

FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED: N/A

FUNDING ACCOUNT:

EXECUTIVE SUMMARY

On November 15, 2016, City Council approved and adopted a baseline classification and compensation plan for City employees (amended December 13, 2016). The plan established a Pay Range Structure and assignment of job classifications to the pay ranges in the Pay Range Assignment chart.

Recognizing the need to update the Pay Range Assignment Chart and corresponding Pay Range Structure, collectively known as the FY 2018 City of Fulshear Classification and Compensation Plan, staff has updated the Plan to reflect the following revisions:

- Addition of the classification job title of Community & Technology Services Director in Range K for the performance of management-level professional duties in community services and information technology (IT).
- The previously approved and adopted 6% COLA for FY 2018 was applied to the Pay Range Structure.

RECOMMENDATION

Staff recommends that City Council take action to approve the FY 2018 City of Fulshear Classification and Compensation Plan for the City of Fulshear employees, as submitted.

RESOLUTION No. 2017-366

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS ADOPTING
UPDATED CITY OF FULSHEAR CLASSIFICATION AND COMPENSATION PLAN**

WHEREAS, the City Council of the City of Fulshear, Texas adopted a standardized baseline classification and compensation plan for City employees on November 15, 2016, and;

WHEREAS, the City Council of the City of Fulshear, Texas recognizes the need to update classification job titles reflected on the Pay Range Assignment Chart contained in the City of Fulshear Classification and Compensation Plan from time to time as the organization experiences changes, growth, and restructuring, and;

WHEREAS, the City Council of the City of Fulshear, Texas recognizes the need to update pay rates within Pay Ranges contained in the City of Fulshear Classification and Compensation Plan from time to time resulting from budget adoptions, cost of living adjustments, and other organizational changes;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the City hereby approves and adopts the updated City of Fulshear Pay Range Assignments and corresponding Pay Range Structure, collectively known as the FY 2018 City of Fulshear Classification and Compensation Plan attached as Exhibit A to this document.

This resolution duly passed this 17^h day of October, 2017.

Jeff W. Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary

CITY OF FULSHEAR Pay Range Assignments	<u>PAY RANGE</u>
<u>CLASS TITLE</u> Student Intern	INTERN
Clerk I Laborer I	Temporary/ Seasonal 1
Clerk II Laborer II	Temporary/ Seasonal 2
Clerk III Laborer III	Temporary/ Seasonal 3
Clerical Assistant Maintenance Worker Permit Clerk Utility Services Representative	A
Code Inspector Deputy City Secretary Deputy Court Clerk	B
<i>(RANGE C ~ VACANT)</i>	C
Executive Assistant Plans Examiner	D
Building Inspector Maintenance Superintendent Police Officer	E
Chief Building Inspection Supervisor Court Administrator Economic Development/Communications Coordinator (EDCC) Utility Services Supervisor	F
Police Sergeant	G
City Secretary Finance Manager	H
Chief Building Official Police Captain	I
<i>(RANGE J ~ VACANT)</i>	J

**FY 2018
CITY OF FULSHEAR
PAY RANGE STRUCTURE
6% COLA**

EFFECTIVE 10/1/17

Range	Minimum	Midpoint	Maximum	Width	% Diff
INTERN	10.92	12.28	13.64	25%	n/a
Temp/Seasonal 1	12.35	13.89	15.43	25%	n/a
Temp/Seasonal 2	13.57	15.26	16.95	25%	10%
TempSeasonal 3	14.91	16.77	18.62	25%	10%
A	16.38	18.42	20.46	25%	10%
B	18.02	20.26	22.50	25%	10%
C	19.82	22.28	24.75	25%	10%
D	21.80	24.52	27.23	25%	10%
E	23.98	26.97	29.95	25%	10%
F	26.38	29.66	32.94	25%	10%
G	29.02	32.63	36.24	25%	10%
H	31.92	35.89	39.86	25%	10%
I	35.11	39.48	43.85	25%	10%
J	38.62	43.43	48.23	25%	10%
K	42.49	47.77	53.05	25%	10%
L	46.73	52.55	58.36	25%	10%
M	51.41	57.80	64.19	25%	10%

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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	G
DATE SUBMITTED:	October 10, 2017	DEPARTMENT:	Administration
PREPARED BY:	Sharon Valiante/Public Works Director	PRESENTER:	CJ Snipes/Brant Gary
SUBJECTS:	Resolution in Support of H-GAC Solid Waste Grant Application		
ATTACHMENTS:	Resolution No. XXX-2017		
EXPENDITURE REQUIRED: N/A			
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The attached Resolution will provide City Council support for staff to proceed with the application process to seek grant funding to assist/fund a Solid Waste project in Fulshear. The intent of the Solid Waste project is for source reduction and recycling type projects. Available funding source is from the Houston-Galveston Area Council (H-GAC) with a pot of money at \$1.2 M. Projects that have been successful for past recipients include: Household Hazardous Waste Collection and Disposal; E-waste recycling; clothing collection and recycling; litter collection for chronic littering areas; just to name a few. Staff will coordinate the application and present the chosen project at a H-GAC panel interview either on November 13 or November 14, 2017. Review and notification to the selected projects/entities by Jan/Feb 2018. Program is 2018-2019, with grant funding period between 3/2018 – 8/2018 OR 9/2018 – 6/2019. Successful applicants will be able to choose which funding period to implement.

RECOMMENDATION

Staff recommends Council approve the Resolution XXX-2017 to support the H-GAC Solid Waste Grant application.

RESOLUTION No. 2017-367

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
SUPPORTING AN APPLICATION WITH THE HOUSTON GALVESTON AREA COUNCIL
FOR PARTICIPATION IN THE MUNICIPAL SOLID WASTE GRANTS PROGRAM**

WHEREAS, the City Council of the City of Fulshear, recognizes that a direct and measurable effect on reducing the amount of waste going into Texas landfills by diverting various materials from the municipal solid waste stream for beneficial use or by reducing waste generation at the source is a good thing, and;

WHEREAS, the City Council of the City of Fulshear, Texas recognizes the need to provide responsible projects that contribute to: prevention of illegal dumping of municipal solid waste; litter and illegal dumping cleanup and community collection events; source reduction and recycling; local solid waste management plans; citizens' collection stations and "small" registered transfer stations; household hazardous waste; technical studies; and, other projects considered on a case by case basis, and;

WHEREAS, the Houston-Galveston Area Council is currently accepting applications for grants to encourage the participation in the Municipal Solid Waste Grants Program with projects that will reduce the amount of waste going into Texas landfills; and

WHEREAS, the City Council of the City of Fulshear, Texas wishes to formally support the City's application with the Houston-Galveston Area Council's Municipal Solid Waste Grants program:

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that the City Council hereby supports the City's application for a grant with the Houston-Galveston Area Council to assist with efforts to reduce the amount of waste going into Texas landfills.

This resolution duly passed this 17th day of October 2017.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

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

Houston-Galveston Area Council (H-GAC)
In Cooperation with the Texas Commission on Environmental Quality (TCEQ)

*Announces Availability of Municipal Solid Waste Grants Program Funding
For Fiscal Years 2018 and 2019 and Issues This Request for Project Applications*

I. PURPOSE

Provide grant funding for projects that will provide a direct and measurable effect on reducing the amount of waste going into Texas landfills, by diverting various materials from the municipal solid waste (MSW) stream for beneficial use or by reducing waste generation at the source.

II. ELIGIBLE RECIPIENTS

The following public entities are eligible for grant funding under this program (non-profit organizations and private companies are not directly eligible, but may be subcontracted by eligible public entities):

- Cities
- Counties
- Public school districts (excluding universities and other post-secondary educational institutions)
- General and special law districts with the authority and responsibility for water quality protection or MSW management (e.g., river authorities and municipal utility districts)
- Councils of Governments (COGs)

III. GOVERNING STANDARDS

The conduct of projects provided funding under this program shall be in accordance with all applicable state and local statutes, rules, regulations, and guidelines. The main governing standards, include, but may not be limited to, the following:

- §361.014(b) of the Texas Health and Safety Code.
- Title 30 Texas Administrative Code (30 TAC) Chapter 330, Subchapter O, TCEQ Rules.
- 30 TAC Chapter 14, TCEQ Rules.
- General Appropriations Act, 85th Legislature.
- Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.
- H-GAC/TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants).
- The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards (collectively, UGMS); and
- The Grant Agreement between the Council of Governments and TCEQ.

IV. AUTHORIZED PROJECT CATEGORIES

The following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as special requirements pertaining to that project category.

Category 1. Local Enforcement

This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations applicable to this category include:

- As provided by the General Appropriations Act (85th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

Category 2. Litter and Illegal Dumping Cleanup and Community Collection Events

Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Funds may not be used for the disposal of collected wastes.

Funding limitations applicable to this category include:

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
- Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or H-GAC. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or H-GAC must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.
- All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the

extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, H-GAC will consider withholding at least ten percent (10%) of the reimbursements under an implementation project grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

- Funded community collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items (eg: large appliances and electronics) that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Category 3. Source Reduction and Recycling

This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Funding limitations applicable to this category include:

- Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Category 4. Local Solid Waste Management Plans

This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, Texas Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330. In selecting a local solid waste management plan project for funding, H-GAC shall ensure that at least one year is available for the completion and adoption of the local plan.

Funding limitations applicable to this category include:

- All local solid waste management plans funded under this program must be consistent with H-GAC regional solid waste management plan and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

Category 5. Citizens' Collection Stations and "Small" Registered Transfer Stations

Funds may be used for projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.3, TCEQ Regulations. Projects funded for these types of facilities

shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. The following MSW facilities may qualify on a case by case basis for funding:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328.4(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.7(1) or (3).

Category 6. Household Hazardous Waste (HHW)

This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of HHW, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.

Funding limitations applicable to this category include:

- All HHW collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Category 7. Technical Studies

This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

Funding limitations applicable to this category include:

- All technical studies funded under this program must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with guidelines provided by the TCEQ.

Category 8. Educational and Training Projects

This category is intended for educational projects or training events dealing with a variety of MSW management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations applicable to this category include:

- Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Category 9. Other Types of Projects

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by H-GAC on a case-by-case basis.

V. ELIGIBLE EXPENSES

The following categories of expenses may be eligible for funding under this program. All expenses must directly relate to the conduct of the proposed project. The Narrative sections of the Grant Budget Summary portion of the Application will be used to describe how proposed expenditures will support the proposed project (refer to the FY18/19 Solid Waste Grant Application, Grant Budget Summary Instructions for detailed instructions).

1. **Personnel.** Appropriate salaries and fringe benefits for employees working directly on the funded project are authorized under most of the grant categories. Personnel funding is limited to no more than 2 years; however, second year funding is not guaranteed. All second year funding requests will need to compete in the overall grant process as any other grant application would need to compete. Also, grant funds cannot supplant existing salaries, and overtime is treated the same as salary.
2. **Travel.** Travel expenses directly related to the conduct of the funded program are authorized. Only the employees of the funds recipient assigned to the project will receive reimbursement for travel expenses. In accordance with UGMS, in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees.
3. **Supplies.** Expenses for supplies necessary for the conduct of the funded project are authorized. Expenses included under the Supplies expense category of a project budget should be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures must generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods that are consumed in a relatively short period of time, in the regular performance of the general activities of the proposed project.
4. **Equipment.** Equipment necessary and appropriate for the proposed project are authorized. H-GAC will carefully evaluate all requests for equipment to determine appropriateness of the equipment for the project. No equipment is to be purchased by an implementation project grant recipient unless approved in advance by H-GAC. Expenses included under the

Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project.

5. **Construction.** Appropriate construction costs are authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. An implementation project grant recipient shall incur no construction costs unless H-GAC approves the construction details in advance. Appropriate costs that may be included are:
 - a. The cost of planning the project;
 - b. The cost of materials and labor connected to the construction project;
 - c. The cost of equipment attached to the permanent structure; and
 - d. Any subcontracts, including contracts for services, performed as part of the construction.

6. **Contractual Expenses.** Professional services or appropriate tasks provided by a firm or individual who is not employed by the implementation project grant recipient for conducting the funded project are authorized for subcontracting by the funds recipient. An implementation project grant recipient shall incur no contractual costs unless H-GAC approves the subcontract in advance. *Applicable laws and regulations concerning bidding and contracting for services must be followed.* Any amendment to a subcontract that will result in or require substantive changes to any of the tasks required to be performed must be approved in writing by H-GAC.

7. **Other Expenses.** Other expenses, not falling under the main expense categories, are included, if connected with the tasks and activities of the proposed project. Promotional items are expressly prohibited. Expenses in this category include:
 - a) Postage/delivery
 - b) Telephone/FAX
 - c) Utilities
 - d) Printing/reproduction
 - e) Advertising/public notices
 - f) Signage
 - g) Training/registration fees
 - h) Dues/membership fees
 - i) Office space
 - j) Basic office furnishings
 - k) Equipment rentals
 - l) Books/subscriptions
 - m) Repair/maintenance
 - n) Legal services
 - o) Temporary services
 - p) Recycling bins
 - q) Personal protective equipment

- r) Computer hardware (less than \$5,000)
- s) Computer software
- t) Audio/visual equipment
- u) Other equipment (less than \$5,000)

8. **Indirect.** Indirect costs may be funded, if applicable to the project. In accordance with UGMS, indirect charges are authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to ten percent (10%) of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the Applicant has an approved cost allocation plan, enclose documentation of the approved indirect rate with the project application.

Types of Expenses That May Be Appropriate Under Each Project Category

Following are examples of some of the types of expenses that may be appropriate under each of the project categories.

Category 1: Local Enforcement

- Equipment, such as vehicles, communications equipment, and surveillance equipment (NOTE: this does not include local code enforcement officer firearms nor ammunition)
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Protective gear and supplies (NOTE: this does not include self-contained breathing apparatus equipment)
- Education and outreach materials

Category 2: Litter and Illegal Dumping Cleanup and Community Collection Events

- Equipment, such as trailers and trucks
- Program administration expenses, such as, salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Subcontract expenses
- Protective gear and supplies
- Fencing, barriers, and signage
- Education and outreach materials

Category 3: Source Reduction and Recycling

- Facility design and construction
- Equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Education and outreach materials
- Printing and advertisement expenses

Category 4: Local Solid Waste Management Plans

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Category 5: Citizens' Collection Stations and "Small" Registered Transfer Stations

- Facility design and construction
- Equipment, such as dumpsters or roll-off containers, trailers, compactors, crushers, scales, and recycling containers
- Protective gear
- Education and outreach materials
- Printing and advertisement expenses

Category 6: Household Hazardous Waste Management

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear
- Contractual services for special collection events
- Education and outreach materials
- Printing and advertising expenses
- School chemical clean-out campaign (SC3) events and programs

Category 7: Technical Studies

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Category 8: Educational and Training Projects

- Education and outreach materials
- Printing and advertising expenses
- Contractual services
- Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel

Category 9: Other

- Expenses for projects that do not fall within categories 1-8 will be reviewed on a case-by-case basis.

VI. SUPPLEMENTAL FUNDING STANDARDS

In addition to the standards set forth in applicable laws and regulations, as well as the category-specific funding limitations, the standards outlined below apply to all uses of the FY 2018/2019 solid waste grant funds.

1. **Uniform Grant Management Standards.** The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. **Procurement of Goods and Services.** Recipients of funds under this Contract, including H-GAC, implementation project grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. **Minimum Grant Award.** The minimum grant award will be \$10,000.
4. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
5. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
6. **Municipal Solid Waste-Related Programs Only.** Funds may not be used for programs dealing with wastes that are not considered MSW, including programs dealing with industrial or hazardous wastes.
7. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category.
8. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or H-GAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

9. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.
10. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term “private industry” includes non-profit entities.
11. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same, were active at the time of the grant application and were funded from a source other than a previous solid waste grant, are not eligible for grant funding.
12. **Food/Entertainment Expenses.** Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
13. **Use of Alcoholic Beverages.** Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
14. **State Contracts.** Funds may not be provided through an implementation project grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2155.077, Government Code.
15. **Intended Purpose.** All equipment and facilities purchased or constructed with funds provided under this program shall be used for the purposes intended in the funding agreement.
16. **Consistency with Regional Solid Waste Management Plan.** A project or service funded under this program must be consistent with H-GAC’s approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
17. **Lobbyists.** Funds may not be used for employment or contracts for services of a lobbyist or for dues to an organization that employs or otherwise contracts for the services of a lobbyist.
18. **Enforcement Actions.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human

health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

19. **Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

VII. NOTIFICATION OF PRIVATE INDUSTRY REQUIRED

According to state law (Section 361.014 (b) TX Health & Safety Code), a project or service funded under this program must promote cooperation between public and private entities, and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In accordance with grant requirements established by the TCEQ, an applicant for funding under one of the listed project categories below must adhere to the requirements listed below.

Applicable Categories

1. Source Reduction and Recycling
2. Citizens' Collection Stations and "Small" Registered Transfer Stations
3. A demonstration project under the Educational and Training Projects category

Applicant Notification Requirements

1. Contact in person or in writing the known private service providers of similar services that, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making the application.
2. Inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Consider, where appropriate, meeting directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.
4. Complete applicable information on the appropriate grant application forms to provide documentation that private service providers were notified of the project prior to submission of the application and submit written comments provided by any private service provider.

VIII. FISCAL YEAR 2018 and 2019 GRANT PROJECT DURATION

Projects selected for the FY 2018 Solid Waste Implementation Grant Cycle will begin approximately March 1, 2018, while projects selected for FY 2019 funding will begin September 1, 2018. All projects awarded funds from both the FY 2018 and 2019 application process should be completed by June 30, 2019.

IX. HOW PROPOSALS WILL BE CONSIDERED

Proposals will be reviewed by H-GAC's Solid Waste Grants Scoring Subcommittee, using screening and selection criteria developed in cooperation with the TCEQ. The Solid Waste Grants Scoring Subcommittee, consisting of at least nine (9) members with representation from local government,

private industry, citizen/environmental groups, non-profit organizations and H-GAC staff, will score the solid waste grant applications. All review committee members, excluding H-GAC staff, are either members or alternates of H-GAC's Solid Waste Management Committee. Members of the Solid Waste Management Committee may also appoint designees to serve on the Solid Waste Grants Scoring Subcommittee. Any change to the makeup of the Solid Waste Grants Scoring Subcommittee will be posted on the H-GAC website under <http://www.h-gac.com/community/solid-waste-management/grants.aspx>.

SCREENING CRITERIA

In order for any proposed project to be considered, the following screening criteria must be met. If these screening criteria are not met, the proposed project will receive no further consideration for grant funding.

1. The application must be complete and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
2. The proposed project must conform to eligible category standards, eligible recipient standards, and allowable expense and funding standards, as established by the TCEQ and H-GAC and under all applicable laws and regulations.
3. The applicant must agree to document the results of the project as required by H-GAC.
4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project.
6. The proposed project must be consistent with the approved H-GAC regional solid waste management plan and must directly support implementation of the regional plan.
7. The applicant must present to the Solid Waste Grants Scoring Subcommittee.

SELECTION CRITERIA

If a proposed project meets all of the applicable screening criteria, it will be evaluated by H-GAC's Solid Waste Grants Scoring Subcommittee, using the following selection criteria. There are four sets of selection criteria:

- Project Merits and Needs (0 - 45 points)
- Local Resources and Commitments (0 - 25 points)
- Project Evaluation (0 - 30 points)

PROJECT MERITS AND NEEDS (0 - 45 Points)

The SWMC gives the most points for "Project Merits and Needs."

- Project Objective and Need: *Please include answers to the following questions in the "Objective" and "Need for Project" sections of the application.*

Local Enforcement

1. Additional case load to be investigated?
2. Estimated tons of waste removed from illegal dumping sites through enforcement action?
3. Estimated number of chronic dump sites to be investigated?
4. Will you or do you currently file charges or does your entity require cleanup only?

Litter & Illegal Dumping/Cleanup Events

1. Amount of material to be collected for disposal?
2. Amount of material to be collected for recycling/reuse?
3. Total estimated land area to be cleaned (in acres or linear miles)?
4. Cost per acre of land area or linear mile to be cleaned: (grant request/acres cleaned)?

Source Reduction & Recycling

1. Have you identified end markets? If yes, what are they?

Local Solid Waste Management Plans & Technical Studies

1. Estimated number of entities implementing actions related to study findings/plan?

Household Hazardous Waste Management

1. Estimated number of participants at collection event?
2. Cost per car (disposal cost/number of participants)?
3. Amount of HHW to be collected (in pounds)?
4. Amount of Used Electronics to be collected (in tons)?
5. Are you planning to charge a fee or ask for monetary donations from participating citizens?
6. Are you partnering with a private industry?

Citizens' Collection Stations and "Small" Registered Transfer Stations

1. Estimated amount of waste collected for disposal?
2. Estimated amount of material collected for recycling/reuse?
3. Distance to closest landfill?

Education & Training

1. Amount of educational items to be produced and distributed?
2. Estimated number of people reached through education activities?
3. Estimated number of mass media activities (press releases, PSAs, etc)?

- **Project Objective:** *List the overall goal or objectives of the proposed project. Describe the expected benefits of the proposed project.*
- **Need for Project:** *Describe the proposed project and justify the need for it.*
- **Project Feasibility:**
 1. *Indicate if this is a startup or pilot project where no such program exists. How does it benefit the local government or region? or,*
 2. *Indicate if this is an enhancement of an existing program; give a brief description of your existing program and indicate how the proposed project would significantly improve the program.*
 3. *Indicate if this project has received solid waste grant funding in the past years (FY93 – FY17).*

4. *Describe progress or agreements made regarding this project so far.*
 5. *Describe staff qualifications.*
- **Outreach and Education:** *Explain what steps you will take to promote the program to the public, local officials, etc. How will your project be publicized? Are there adequate levels of customer incentives, public education or public input, as appropriate to the proposed project? How will the public be involved in your project? What kind of education methods will be used?*

LOCAL RESOURCES AND COMMITMENT (0 - 25 Points)

In this section, describe the ways your organization intends to provide resources to make the project succeed during the grant period and beyond.

- **Ability to Sustain the Project:** *If the proposed project could become an ongoing service, describe/demonstrate how this project may be sustained beyond the grant period. To what extent are salaries or operational expenses requested, how will the salary or operational expenses be continued when grant funding ends? List previously demonstrated commitments to preferred solid waste management practices, such as implementing other solid waste projects. If the proposed project has received previous H-GAC grant funding, describe to what extent this proposal involves expansion of current services or operations and present quantifiable documentation of the success of the project in order to warrant further funding.*
- **Matching Funds or In-Kind Services:** *Local match through cash or in-kind services is encouraged. If the applicant is providing contributions to the project either through cash matching funds or in-kind services, please identify the match on your application in this section. In-kind services should relate only to staff or services directly involved with the proposed project. Your narrative should show the relative importance or effort of the local contribution in relationship to the entire project. (H-GAC Solid Waste Grants Scoring Subcommittee understands that due to the timing of this RFA, cash contributions may not be feasible.)*
- **Partnerships:** *Please explain any partnerships involved with the project and describe the role of each partner.*

Supporting Documentation: *Please place copies of letters, resolutions, etc. in Attachments.*

PROJECT EVALUATION (0 - 30 Points)

This section describes how the project is cost-effective and a good use of grant funds.

- **Economic Viability:** *Explain how the proposed project will be able to fund itself in the future. Will the project bring in funds? Will the project reduce costs of another program?*
- **Anticipated Effectiveness:** *Describe the expected results. What makes you believe this project will be successful? By how much will recycling rates increase, litter reduce, etc.?*
- **Measures of Success:** *Discuss the results that would indicate success has been achieved for your project. Additionally you should touch on the methods of measurement.*

X. SCORING PROCESS AND PROCEDURES

- Staff will provide each member of the Solid Waste Grants Scoring Subcommittee with a summary table of all applications received and information to view applications received by the deadline established.
- Each applicant must have a representative available at the review meeting to provide a summary of the project and to answer review committee members' questions and concerns.
- Order of presentation of proposed projects will be determined by project type and applicant availability.
- The high and low scores will be eliminated. The remaining scores will be averaged to obtain the final score.
- There will be no consensus scoring. Each member will score project applications individually (See attached score sheet on page 18).
- Ranking of projects will be based on scores derived from the review process.
- Scores will be tabulated and averaged (on less than full point intervals/decimal points) by staff, transmitted to the H-GAC Board of Directors (for final approval), provided to interested parties and made available to applicants.

XI. CONFLICT OF INTEREST

Members of the H-GAC governing body, SWMC members and their alternates, and H-GAC staff members must abstain from voting on any application during the Solid Waste Grants Scoring Subcommittee review and scoring process if the member or an individual related to the member within the third degree of consanguinity or within the second degree of affinity

- Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
- Serves on any board that oversees the unit or division that would administer the grant, if awarded;
- Receives any funds from the applicant as a result of the grant; or
- Uses or receives a substantial amount of tangible goods, services or funds from the applicant.

A member will not be prohibited from voting or commenting upon projects that are being carried out to serve the entire region.

A member who abstains from voting on any application will document the abstention by signing the appropriate scoring sheet and writing "abstained" on the sheet. This sheet will be kept on file along with the scored sheets.

XII. OTHER REQUIREMENTS

Grant recipients will be required to enter into standard legal agreements with H-GAC to ensure that the approved work program of the project is followed. Among other provisions, legal agreements will include the following:

- Grant funding will be provided on a reimbursement basis only, and all requests for reimbursement must be handled through H-GAC. All requests for reimbursement must include a progress report on the project in order to justify expenditures.

- Grant recipients must agree to provide data related to the results of the project to H-GAC. As appropriate to the project, the grant recipient will also be asked to commit to monitoring the results of the project beyond the grant term, and periodically provide H-GAC additional reports on the status of the project.
- Grant recipients must agree to allow staff of H-GAC and/or TCEQ to perform on-site visits to monitor the progress of projects.

XIII. APPEALS

Applicants may appeal the funding recommendations to the H-GAC SWMC after the results of the scoring process have been announced. All appeals must be based on a **specific, identified error** of the Solid Waste Grants Scoring Subcommittee and not on factors that allow discretion by the Solid Waste Grants Scoring Subcommittee members.

The appeal deadline is **5:00 p.m., Monday, November 20, 2017**. Applicants must notify H-GAC staff of any appeals. Notification must be in writing and may be via email or letter. The written notification must include a justification of the grounds for the appeal.

The SWMC will meet on **Monday, November 27, 2017, at 10:00 a.m. in Conference Room C, Second Floor, 3555 Timmons Lane, Houston, Texas 77027**, to hear appeals if needed. If any appeals are upheld, H-GAC staff will send out a notice with the revised project rankings, funding amount recommendations and comments. However, please note that these recommendations will not be final until considered by the H-GAC Board of Directors on December 19, 2017, from 10 a.m. to noon in Conference Rooms B/C, Second Floor, 3555 Timmons Lane, Houston, TX 77027.

XIV. HOW TO APPLY

Project proposals should be submitted directly to the Houston-Galveston Area Council via the online application website: <http://www.h-gac.com/community/solid-waste-management/grant-application/login.aspx>. Submit your completed online application(s) by **noon, Thursday, October 26, 2017**. No late applications will be accepted.

H-GAC staff members are available to assist interested parties during the application process.

Erin Livingston	(832) 681-2525	erin.livingston@h-gac.com
Cheryl Mergo	(713) 993-4520	cheryl.mergo@h-gac.com
Becki Begley	(713) 993-2410	becki.begley@h-gac.com

XV. GENERAL APPLICATION INSTRUCTIONS

A separate application must be submitted for each individual project proposed. In completing your application, please be concise, but provide a sufficient level of detail to facilitate the consideration of your proposed project.

Please remember...

- Complete all parts of the application as requested, including all application certifications, assurances, and deliverables.
- Save a copy of your application for your records.
- Notify private service providers, if applicable (see instructions on Page 13).

FY18/19 Grant Scoring Sheet

Applicant	Project Type	Application Number
City of X	SRR	1

Grant Request	Local Match	Total Cost	Local Match as % of Total
\$100,000	\$25,000	\$125,000	20

Score

Merits and Needs	
Need for project _____	out of 20 points
Objective _____	out of 5 points
Project feasibility _____	out of 10 points
Outreach and education _____	out of 10 points
<input type="text"/>	Total out of 45 points

Local Resources and Commitments	
Ability to sustain project _____	out of 15 points
Matching funds or in-kind services _____	out of 5 points
Partnerships _____	out of 5 points
<input type="text"/>	Total out of 25 points

Project Evaluation	
Economic viability _____	out of 15 points
Anticipated effectiveness _____	out of 10 points
Appropriate measures of success _____	out of 5 points
<input type="text"/>	Total out of 30 points

TOTAL FOR PROJECT	out of 100 points
--------------------------	--------------------------

Comments

Scored by: _____
Signature

Printed Name

Date

For a complete list of projects, please see the [list of previous Solid Waste Grants](#).

- Community Cleanup Event
- Construction and Demolition Waste Processing and Reuse Facility
- Construction of Recycling Facility
- Curbside Recycling Startup
- Household Hazardous Waste Collection Event
- Local Enforcement Officer
- Local Environmental Enforcement Program
- Organics Management
- Permanent Drop-off Recycling Center
- Permanent Used Electronics Collection Center & Voucher Program Development
- Permanent Household Hazardous Waste Collection Center & Voucher Development
- Public Education and Outreach
- Purchase of Environmental Enforcement Vehicle and Equipment
- Purchase of Recycling Equipment
- Reinvestment in Existing Recycling Drop-off Centers, Signage and Equipment
- School Recycling Education
- Storm Debris Plan
- Upgrade of Recycling Equipment

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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	H
DATE SUBMITTED:	October 10, 2017	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes
SUBJECTS:	Sales Tax Agreement with Perry Homes		
ATTACHMENTS:	380 Agreement for Sales and Use Tax between the City of Fulshear and Perry Homes		
EXPENDITURE REQUIRED:			
AMOUNT BUDGETED:			
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

After seeing the sizable benefits associated with the same type agreement with Highland Homes, Perry Homes is making the same request. Staff believes that given the large Perry portfolio this would be a significant boost to our Sales and Use Tax collections.

RECOMMENDATION

Staff recommends Council approve the Agreement for Sales and Use Tax allocation between the City of Fulshear and Perry Homes.

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF FULSHEAR, TEXAS
AND PERRY HOMES, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Fulshear, Texas ("City", also referred to as "Grantor") and Perry Homes, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Fulshear, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Fulshear ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Fulshear, Texas.

"Company" shall mean Perry Homes, LLC

"Commencement Date" shall mean January 1, 2018.

"Effective Date" shall mean January 1, 2018.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue

through and include the last day of June 2018 following the Effective Date. For illustration purposes, assume the Effective Date is January 1, 2018 then the first Grant Period would begin on January 1, 2018 and continue through and include June 30, 2018. The next Grant Period would begin on July 1, 2018 and continue through and include December 31, 2018. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2028 and end on December 31, 2028.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to

100% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing January 1, 2018. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on January 1, 2018 and continues through and includes December 31, 2018. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2018 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Five Thousand Dollars (\$5,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to

calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 . No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: CJ Snipes
Fulshear City Manager
30603 FM 1093
Fulshear, TX 77441

With a copy to:

Attn: J. Grady Randle
City Attorney
Randle Law Office Ltd., LLP
820 Gessner, Suite 1570
Houston, TX 77024-4494

If intended for the Company:

Attn: Mike Moore
Chief Financial Officer
Perry Homes, LLC
P.O. Box 34306
Houston, TX 77234

With a copy to:

Attn:

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Fulshear, Fort Bend County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Fort Bend County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Fulshear, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2018.

THE CITY OF FULSHEAR, TEXAS

By: _____
CJ Snipes, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2018.

By: Perry Homes, LLC
a Texas limited liability corporation

By: _____
Name: Mike Moore
Title: Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF FULSHEAR §

This instrument was acknowledged before me on the _____ day of _____, 2018 by CJ Snipes, City Manager of The City of Fulshear, Texas, on behalf of said city.

Name: _____
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §
 §
CITY OF HOUSTON §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Mike Moore, Chief Financial Officer of Perry Homes, LLC, a Texas limited liability corporation, on behalf of said limited liability corporation.

Name: _____
Notary Public - State of Texas
My commission expires: _____

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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	Business Item I
DATE SUBMITTED:	October 13, 2017	DEPARTMENT:	Building Services
PREPARED BY: Michelle Killebrew		PRESENTER: Michelle Killebrew	
SUBJECT:	Schedule of fees for building permits		
ATTACHMENTS:	Related documents		
EXPENDITURE REQUIRED:			\$0
AMOUNT BUDGETED:			\$0
ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

This Ordinance of the City of Fulshear would repeal and replace Ordinance No. 2013-1105, regarding the schedule of fees for building permits.

The City last updated the Building Permit Fee Schedule in 2013. At that time, the use of standard valuation for residential building permits was implemented using the International Code Council Building Valuation Data. That valuation data used a rate of \$100.95 per square foot. Under the proposed ordinance, that valuation rate would be equal to the most recent ICC valuation rate published; currently \$113.85 per square foot.

For commercial construction, permit fees have traditionally been calculated using valuations provided by the applicant. Under the proposed ordinance, the City will calculate the permit fees using the commercial valuation rates established by the ICC. Those rates per square foot vary by construction type and use. Staff believes this is a more precise and equitable means to assess commercial permit fees.

During the last legislative session House Bill 3329 was passed which states “A municipality or region may not collect a permit fee, registration fee, administrative fee, or any other fee from an electrician who holds a license issued under this chapter for work performed in the municipality or region. This subsection does not prohibit a municipality or region from collecting a building permit fee.” This new law prohibits the city from collecting fees for Electrical Registration and Electrical Permit Fees. This law was effective as of September 1, 2017.

The City is still required to verify licensing and insurance requirements for all Electrical Contractors as well as perform plan review and inspections. Therefore, we will continue to require all Electrical Contractors to register as a contractor and pull the required permits. However, under the proposed ordinance, there will be no separate charges directly assessed for any trade permits (including electrical). There will also be no charge for registration fees for Electrical Contractors per the new law.

RECOMMENDATION

In an effort to recover costs associated with these permitting activities and comply with HB 3329, Staff recommends approval of the proposed ordinance.

ORDINANCE NO. 2017-1262

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 2013-1105; SETTING FORTH A SCHEDULE OF FEES FOR BUILDING PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas (the "City Council" or "City"), previously adopted Ordinance No. 2013-1105, setting forth a schedule of fees for building permits; and

WHEREAS, the City Council desires to update the schedule of fees for building permits by repealing and replacing Ordinance No. 2013-1105 with this Ordinance; and

WHEREAS, the City Council finds that updating the schedule of fees for building permits will be in the best economic interests of the City; and

WHEREAS, the City Council further finds that updating the schedule of fees for building permits will place the City's fees in line with other nearby cities;

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

Section 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Ordinance No. 2013-1105 is hereby repealed.

Section 3. The Residential Building Permit Fee Schedule attached hereto as Exhibit A is hereby adopted as the schedule of fees for residential building permits, and is incorporated herein by this reference.

Section 4. The Commercial Building Permit Fee Schedule attached hereto as Exhibit B is hereby adopted as the schedule of fees for commercial building permits, and is incorporated herein by this reference.

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it

would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. **Repeal.** All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. **Effective date.** This Ordinance shall be effective and in full force immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this, the 17th day of October, 2017.

Jeff W. Roberts, Mayor

ATTEST:

D. (Diana) Gordon Offord, City Secretary

DRAFT

EXHIBIT A

Residential Building Permit Fee Schedule:

The Residential Building Permit applicant shall pay to the City an Application Fee, a Plan Review Fee, an Inspection Fee, a Building Permit Fee, and any applicable miscellaneous fees as detailed below.

- Application Fee: \$75.00
- Plan Review Fee: The Plan Review Fee shall be an amount equal to one-half of the Building Permit Fee. The Plan Review Fee shall be paid to the City at the time of submitting plans and specifications for City approval.
- Inspection Fee: \$600.00
- Building Permit Fee: The amount of the Building Permit Fee is determined as follows, where the term "Valuation" refers to the Square Foot Construction Cost set forth in the most recent International Code Council Building Valuation Data published as of January 1st of each year:

If Valuation is \$1,000.00 or less, then the Building Permit Fee is \$150.00.

If Valuation is greater than \$1,000.00, but less than or equal to \$50,000.00, then the Building Permit Fee is \$150.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$50,000.00, but less than or equal to \$100,000.00, then the Building Permit Fee is \$355.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$100,000.00, but is less than or equal to \$500,000.00, then the Building Permit Fee is \$555.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$500,000.00, but less than or equal to \$1,000,000.00, then the Building Permit Fee is \$2,409.00 for the first \$500,000.00 plus \$3.50 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$1,000,000.00, then the Building Permit Fee is \$4,064.00.00 for the first \$1,000,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

Discretionary extensions for justifiable cause: If a permit expires for failure to commence work timely, an extension fee of \$150.00 shall accompany the initial and each subsequent request for a discretionary extension, which fee shall be returned if the request is denied. A written request for an extension must demonstrate justifiable cause for the requested extension, and must be received not later than the 30th day after the date the permit expires. If an extension is not timely requested or if the extension is denied, a new permit application along with plans and permit fees will be required.

Revision to a residential permit or application: Revisions to a residential permit or permit application which require additional review shall require a fee of \$75.00 in addition to all other applicable fees. The determination of whether additional review is required is at the sole discretion of the Building Official.

Trade permits associated with new residential building permits: Trade permits (such as Irrigation, Mechanical, Electrical and Plumbing) are required to be applied for and approved by the City of Fulshear, these permits that are in association with a building permit are at no cost to the trade contractor. Trade permits must be applied for by a licensed contractor that is registered with the City of Fulshear unless the permit is being applied for by a homeowner who is homestead at that residence.

Trade permits not associated with an existing residential or commercial building permit: A building permit is required for all work performed as listed and required in the applicable adopted codes (including, irrigation, flat work, mechanical, plumbing, and electrical work). \$150.00 per standalone building permit for work that does not exceed a Valuation of \$10,000. All work exceeding \$10,000 should follow the above applicable fees either under Residential or Commercial Construction based on the proposed use of the property.

Residential Pool Permits: The Residential Pool Permit Fee is determined in the same manner as the Building Permit Fees as set forth above, except that the term "Valuation" refers to the cost of construction as stated in the contract between the contractor and the owner of the property. The Inspection Fee for residential pools is \$360.00

Grading or Fill Permit: Minimum of \$150.00 plus \$5.00 per acre disturbed.

Demolition Permit: Minimum of \$150.00 plus \$3.00 per \$1,000.00 of Valuation, where Valuation refers to the contract price for the demolition.

Contractor Registration Fee: All contractors who work within the City of Fulshear city limits must register as a contractor, provide the city with a copy of the contractor license, drivers license, and proof of a minimum of \$100,000 general liability insurance with the City of Fulshear listed as an additionally insured. **Registration Fee:** \$200 (plumbing and electrical contractors are exempt from the Registration Fee).

Re-Inspection Fee: \$60.00

After hours Inspections: \$150.00 per hour, in addition to the Inspection Fee (at the discretion and approval of the Building Official)

Permits are not transferrable: After a permit has been issued, it may not be transferred for application to any other person or property.

Stop Work Order Fee: Upon a stop work order being issued, a stop work order fee in the amount of \$350.00 must be paid before the work is permitted to resume. The payment of such fee shall be in addition to all other fees applicable to such work, and shall not relieve the owner, the owner's authorized agent, the person performing the work, or any other person who is required to obtain a permit, including a trade contractor who fails to obtain a trade permit, from the requirement to obtain a permit or from any other regulation or requirements applicable to such work.

Fees distinct from penalty: The fees provided for herein are not in lieu of any penalty authorized to be imposed for violation of any applicable law. No fee shall be considered a credit toward any penalty for violation, and no penalty for violation shall be considered a credit toward any fee.

EXHIBIT B

Commercial Building Permit Fee Schedule:

The Commercial Building Permit applicant shall pay to the City an Application Fee, a Plan Review Fee, an Inspection Fee, a Building Permit Fee, and any applicable miscellaneous fees as detailed below.

- Application Fee: \$75.00
- Plan Review Fee: The Plan Review Fee shall be an amount equal to one-half of the Building Permit Fee. The Plan Review Fee shall be paid to the City at the time of submitting plans and specifications for City approval.
- Inspection Fee: \$600.00
- Building Permit Fee: The amount of the Building Permit Fee is determined as follows, where the term "Valuation" refers to the greater of the cost of construction as stated in the contract between the contractor and the owner of the property or the Square Foot Construction Cost set forth in the most recent International Code Council Building Valuation Data published as of January 1st of each year:

If Valuation is \$50,000.00 or less, then the Building Permit Fee is \$700.00 for first \$1,000.00 plus \$5.75 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$50,000.00, but less than or equal to \$100,000.00, then the Building Permit Fee is \$1,100.00 for first \$50,000.00 plus \$4.75 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$100,000.00, but less than or equal to \$500,000.00, then the Building Permit Fee is \$1,350.00 for first \$100,000.00 plus \$3.50 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$500,000.00, but is less than or equal to \$1,000,000.00, then the Building Permit Fee is \$3,800.00 for the first \$500,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

If Valuation is greater than \$1,000,000.00, then the applicant shall pay to the City \$5,350.00 for first \$1,000,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

Discretionary extensions for justifiable cause: If a permit expires for failure to commence work timely, an extension fee of \$350.00 shall accompany the initial and each subsequent request for a discretionary extension, which fee shall be returned if the request is denied. A written request for an extension must demonstrate justifiable cause for the requested extension, and must be received not later than the 30th day after the date the permit expires. If an extension is not timely requested or if the extension is denied, a new permit application along with plans and permit fees will be required.

Revision to a commercial permit or application: Revisions to a commercial permit or permit application which require additional review shall require a fee of \$250.00 in addition to all other applicable fees. The determination of whether additional review is required is at the sole discretion of the Building Official.

Trade permits associated with new commercial building permits: Trade permits (for such work as Irrigation, Mechanical, Electrical, and Plumbing work as outlined in adopted codes) are required to be applied for and approved by the City of Fulshear. Such trade permits that are associated with a building permit are at no cost to the trade contractor. Trade permits must be applied for by a licensed contractor that is registered with the City of Fulshear.

Trade permits not associated with an existing residential or commercial building permit: A building permit is required for all work performed as listed and required in the applicable adopted codes (including, irrigation, flat work, mechanical, plumbing, and electrical work). \$150.00 per standalone building permit for work that does not exceed a Valuation of \$10,000. All work exceeding \$10,000 should follow the above applicable fees either under Residential or Commercial Construction based on the proposed use of the property.

Grading or Fill Permit: Minimum of \$150.00 plus \$5.00 per acre disturbed.

Demolition Permit: Minimum of \$150.00 plus \$3.00 per \$1,000.00 of Valuation, where Valuation refers to the contract price for the demolition.

Contractor Registration: All contractors who work within the City of Fulshear city limits must register as a contractor, provide the city with a copy of the contractor license, drivers license, and proof of a minimum of \$100,000 general liability insurance with the City of Fulshear listed as an additionally insured. **Registration Fee:** \$200 (plumbing and electrical contractors are exempt from the Registration Fee).

Re-Inspection Fee: \$60.00

After hours Inspections: \$150.00 per hour, in addition to the Inspection Fee (at the discretion and approval of the Building Official)

Permits are not transferrable: After a permit has been issued, it may not be transferred for application to any other person or property.

Stop Work Order Fee: Upon a stop work order being issued, a stop work order fee in the amount of \$350.00 must be paid before the work is permitted to resume. The payment of such fee shall be in addition to all other fees applicable to such work, and shall not relieve the owner, the owner's authorized agent, the person performing the work, or any other person who is required to obtain a permit, including a trade contractor who fails to obtain a trade permit, from the requirement to obtain a permit or from any other regulation or requirements applicable to such work.

Fees distinct from penalty: The fees provided for herein are not in lieu of any penalty authorized to be imposed for violation of any applicable law. No fee shall be considered a credit toward any penalty for violation, and no penalty for violation shall be considered a credit toward any fee.

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

AGENDA OF:	October 17, 2017	AGENDA ITEM:	J
DATE SUBMITTED:	October 13, 2017	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT:	Amend Ordinance No. 2014-1128 with updated solid waste rates		
ATTACHMENTS:	Amended Ordinance No. 2014-1131		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO. :			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO. :			

EXECUTIVE SUMMARY

On May 16, 2017 City Council approved a two-year extension with adjustments to rates that are updated in this ordinance amendment. The new rate for residential solid waste service is lowered to \$13.09 from \$14.71 plus taxes and the recycle rate is raised to \$4.81 from \$3.29 plus taxes. Other changes are made for additional residential carts and commercial rates. The ordinance providing for these fees needs to be amended as illustrated on the attached amended ordinance.

RECOMMENDATION

Staff recommends the City Council approve amended ordinance.

ORDINANCE NO. 2017-1263

AN ORDINANCE AMENDING ORDINANCE NOS. 2014-1131 AND 2014-1128, SECTION 2.0, PARAGRAPH (A) CLARIFYING RATES FOR SOLID WASTE ACCOUNTS TO DEFINE OPTIONAL RECYCLING SERVICE AND AMENDING ORDINANCE NO. 2014-1128 PARAGRAPH (B); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City adopted Ordinance Nos. 2014-1131 and 2014-1128 to clarify the rates charged for Solid Waste Services; and

WHEREAS, the City has revised the Contract for Solid Waste services and wishes to amend the Ordinance to clarify its regulations and revise the costs for services.

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

SECTION 1.0

AMENDED:

1) Section 2.0, Paragraph (a) of Ordinance No. 2014-1128 is hereby amended to read:

“(a) For Residential Customers:

- i. The City’s contracted solid waste service provider shall provide solid waste collection to all residential customers within the City Limits. The fee collected for such services provided to Residential customers shall be \$13.09 plus tax per account, per month.
- ii. Additionally, the City’s contracted solid waste provider shall provide curbside recycling services to those residents wishing to participate in such service. The total fee for such service shall be an additional \$4.81 plus tax, per account, per month.
- iii. Residents requesting extra carts for solid waste or recycling shall be charged \$95.00 per cart delivery and be billed an additional \$6.00 plus tax, per month.
- iv. Customers wishing to opt out of the recycling service must do so in writing, via email, mail or hand delivery to the City’s billing agent.
- v. New accounts created after the adoption of this Ordinance will be made aware of the optional recycling services upon initiation of their account and can opt out at that time.
- vi. Account holders who previously opted out of such recycling services shall have the right to opt in at a later date by notifying the City’s billing agent in writing of their desire to participate. Any account holder that has opted out in writing and subsequently utilizes the service as reported by the service provider shall be billed for such services.
- vii. Further, the provisions for billing, collection and termination of such accounts shall be the same as adopted under Ordinance No. 2013-1127, as amended.”

2) Section 2.0, Paragraph (b) of Ordinance No. 2014-1128 is hereby amended to read:

CITY OF FULSHEAR, ORDINANCE 2017-1263

“(b) For Commercial Customers:

- i. Commercial Rates shall be reflected in the Chart Below:

<u>Commercial Service</u>	Solid Waste Collection			Container Delivery	Container Removal	Commercial Recycling One time per Wk.
	Once per Week	Twice per Week	Five times per Week			
95 Gallon Cart (2)		\$25.00			\$35.00	
2 Yd Dumpster	\$57.00	\$100.00		\$77.00	\$95.00	
3 Yd Dumpster	\$73.00	\$117.00		\$89.00	\$95.00	
4 Yd Dumpster	\$88.00	\$147.00		\$105.00	\$95.00	\$76.61
6 Yd Dumpster	\$113.00	\$198.00	\$488.23	\$134.00	\$95.00	\$87.44
8 Yd Dumpster	\$136.00	\$231.00		\$145.00	\$95.00	\$98.95

- ii. Restaurants will be charged an additional \$3.72 per square yard for the dumpster sizes listed above.
- iii. An additional charge of \$15.00 per month, per container will be assessed for those customers requesting locking containers.”

SECTION 2.0

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

SECTION 3.0

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

SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day of November, 2017.

SECTION 5.0

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

DULY, PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF OCTOBER, 2017.

Jeff W. Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary