

CONSENT

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

AGENDA OF:	November 14, 2017	AGENDA ITEM:
DATE SUBMITTED:	October 25, 2017	DEPARTMENT: Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER: Wes Vela, Chief Financial Officer
SUBJECT:	Quarterly Investment Report	
ATTACHMENTS:	Quarterly Investment Report Ending September 30, 2017	
EXPENDITURE REQUIRED:		\$0
AMOUNT BUDGETED:		\$0
ACCOUNT NO.:		
ADDITIONAL APPROPRIATION REQUIRED:		\$0
ACCOUNT NO.:		

EXECUTIVE SUMMARY

The City's Investment Policy requires a quarterly investment report be compiled and presented to the City Council. The attached investment report is for the quarter ended 9-30-17 illustrating the four groups of the City's portfolio as Cash, Certificate of Deposits, Bonds, and Texas Class-Local Government Investment Pool. The Weighted Average Maturity of 84 days is within the 270 days stated in the investment policy.

RECOMMENDATION

Staff recommends the City Council accept the Quarterly Investment Report as presented.

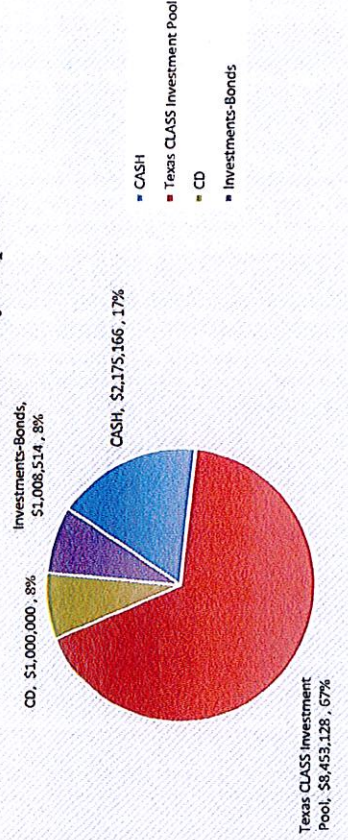
City of Ft. Worth
 Quarterly Investment Report
 Quarter Ending September 30, 2017

09/30/17

Account Type	Yield	Beginning 9-1-17	Interest Earned	Purchases/ Additions	Sales/ Reductions	Ending 9/30/17	Increases (Decreases)	Quarterly Interest	Market Value
CASH ACCOUNTS									
General - Commercial State Bank	0	\$1,094.48	\$0.00	\$0.00	(\$1,094.48)	\$0.00	(\$1,094.48)	\$0.00	\$0.00
Wells Fargo General Operating	0.09%	\$1,400,890.20	\$131.35	\$1,909,350.90	(\$1,135,211.80)	\$2,175,160.65	\$774,139.10	\$491.19	\$2,175,160.65
Dev Corp A - Wells Fargo	0.05%	\$0.00	\$4.92	\$0.00	\$0.00	\$4.92	\$0.00	\$7.77	\$4.92
CASH TOTALS		\$1,401,984.68	\$136.27	\$1,909,350.90	(\$1,135,306.28)	\$2,175,165.57	\$773,044.62	\$498.96	\$2,175,165.57
INVESTMENTS - CD'S									
Wallis CD Note 33127 - Gen.	0.80%	\$110,660.89	\$223.14	\$0.00	(\$110,884.03)	\$0.00	(\$110,884.03)	\$223.14	\$0.00
Reg Park 33128-Wallis	0.80%	\$115,275.00	\$232.44	\$0.00	(\$115,507.44)	\$0.00	(\$115,507.44)	\$232.44	\$0.00
BOA CD - 06051VA48	1.15%	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
CAP ONE CD - 14042RF09	1.65%	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
ZBNA CD - 98878BLW6	1.25%	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
BEAL CD -07370T5M1	1.10%	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
CD'S TOTALS		\$1,225,935.89	\$455.58	\$0.00	(\$226,391.47)	\$1,000,000.00	(\$226,391.47)	\$455.58	\$1,000,000.00
INVESTMENTS - BONDS									
CITY OF AUSTIN - CUSIP 062396UY2	1.40%	\$503,704.25	\$0.00	\$0.00	\$0.00	\$503,704.25	\$0.00	\$0.00	\$503,704.25
STATE OF TEXAS - CUSIP 8827223B5	1.40%	\$504,810.00	\$0.00	\$0.00	\$0.00	\$504,810.00	\$0.00	\$0.00	\$504,810.00
BOND'S TOTALS		\$1,008,514.25	\$0.00	\$0.00	\$0.00	\$1,008,514.25	\$0.00	\$0.00	\$1,008,514.25
TX CLASS INVESTMENT POOL									
TXClass General Fund	1.25%	\$8,442,236.91	\$8,638.42	\$1,718.27	\$0.00	\$8,452,593.60	\$1,718.27	\$25,869.27	\$8,452,593.60
TXClass - Peg Restricted	1.25%	\$533.79	\$0.56	\$0.00	\$0.00	\$534.35	\$0.00	\$1.70	\$534.35
TX CLASS TOTALS		\$8,442,770.70	\$8,638.98	\$1,718.27	\$0.00	\$8,453,127.95	\$1,718.27	\$25,870.97	\$8,453,127.95
PORTFOLIO TOTALS	0.85%	\$ 12,079,206	\$ 9,231	\$ 1,911,069	\$ (1,362,698)	\$ 12,636,808	\$ 548,371	\$ 26,826	\$ 12,636,808

Weighted Average Maturity (days)
84.43

Distribution of Investment Funds By Type
 17-3 Quarterly Report



The investment portfolio detailed in this report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Ft. Worth, Texas and the Public Funds Investment Act of the State of Texas.

Investment Officer: Wes Vela Chief Financial Officer
 Date: 10.25.17



CITY OF FULSHEAR

"FIND YOUR FUTURE IN FULSHEAR"

30603 FM 1093 WEST/ PO BOX 279 ~ FULSHEAR, TEXAS 77441

PHONE: 281-346-1796 ~ FAX: 281-346-2556

WWW.FULSHEARTEXAS.GOV

CITY COUNCIL:

MAYOR: Jeff Roberts

MAYOR PRO-TEM: Tricia Krenek

COUNCIL MEMBER: Stephen Gill

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lauren Ashley

COUNCIL MEMBER: Jim Fatheree

COUNCIL MEMBER: Dana Hollingsworth

STAFF:

CITY MANAGER: C.J. Snipes

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MINUTES OCTOBER 17, 2017

I. CALL TO ORDER

A REGULAR CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR JEFF W. ROBERTS, TUESDAY, OCTOBER 17, 2017 AT 7:00 P.M. IN THE IRENE STERN COMMUNITY CENTER LOCATED AT 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS 77441 AND ALL CITIZENS WERE WELCOMED.

II. QUORUM & ROLL CALL

A QUORUM WAS PRESENT. MAYOR ROBERTS STATED THAT COUNCIL MEMBER GILL WAS UNABLE TO BE PRESENT.

COUNCIL MEMBERS PRESENT:

JEFF W. ROBERTS, MAYOR

TRICIA KRENEK, MAYOR PRO TEM

LAUREN ASHLEY, COUNCIL MEMBER

JIM FATHEREE, COUNCIL MEMBER, AT LARGE

DANA HOLLINGSWORTH, COUNCIL MEMBER, DISTRICT 1

KAYE KAHLICH, COUNCIL MEMBER, DISTRICT 5

COUNCIL MEMBER(S) ABSENT:

STEPHEN GILL, COUNCIL MEMBER

CITY STAFF PRESENT:

D. (DIANA) GORDON OFFORD, CITY SECRETARY

C.J. SNIPES, CITY MANAGER

J. GRADY RANDLE, CITY ATTORNEY

PAULA RYAN, ASST. CITY MANAGER

**CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 2**

CONT.- CITY STAFF:

MICHELLE KILLEBREW, BUILDING OFFICIAL
SHARON VALIANTE, PUBLIC WORKS DIRECTOR
ANGELA FRITZ, ECONOMIC DEVELOPMENT DIRECTOR
ANGELA HAHN, COMMUNICATIONS COORDINATOR
TONI VELIE, UTILITY SERVICE SUPERVISOR
KENNY SEYMOUR, POLICE CHIEF

OTHERS PRESENT:

DON MCCOY
PAUL SOLIS
MATTHEW J. MUNDUCUIRAKA
BARRY
SAMUJEL BRIKHO
MOHAMMED
TREY DEVILLIER
ED KNIGHT
RICH MULLER
JEFF AND TIFFANY MACEH
MARK YENTZEN
JANINE HUNFIO
AND TEN OTHERS WHO FAILED TO SIGN IN

III. INVOCATION – PASTOR DALE OLSON

PASTOR OLSON FROM FAMILY HOPE PROVIDED THE PRAYER.

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG- *I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible with Liberty and Justice for all.*

MAYOR ROBERTS LED THE AUDIENCE IN THE PLEDGE OF ALLEGIANCE TO THE U. S. FLAG.

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG- *Honor the Texas flag; I pledge allegiance to thee, Texas one state under God, one and indivisible.*

MAYOR ROBERTS LED THE AUDIENCE IN THE PLEDGE TO THE TEXAS FLAG.

VI. PUBLIC HEARING – SPECIAL USE PERMIT

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1069, 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. 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 hearings will allow all interested persons to 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 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 5:00 p.m. and Fridays from 8:00 a.m. to 3 p.m. for your convenience.

Published: 9/25/2017

THE PUBLIC HEARING WAS OPENED AT 7:05 P.M.

MIKE HOPKE REQUESTED THAT COUNCIL CONSIDER THE PARKING ISSUE DOWNTOWN AS NEW BUSINESS COME TO THE AREA. HE ASKED THE COUNCIL TO ENVISION FIVE OR TEN YEARS FROM NOW.

THE PUBLIC HEARING WAS CLOSED AT 7:07 P.M.

VII. CITIZEN COMMENTS- NO ACTION CAN BE TAKEN

PAUL SOLIS-HE STATED HE IS A RESIDENT OF CROSS CREEK RANCH. HE STATED THAT JOHNSON DEVELOPMENT IS CLOSING ON A HOME THAT SEVEN ADULTS WILL BE LIVING THERE AS A COMMERCIAL BUSINESS (ASSISTED LIVING FACILITY). HE STATED IT WILL BE A 24/7 HOUR BUSINESS AND IS SEEKING HELP FROM THE CITY SO A COMMERCIAL BUSINESS CANNOT BE LOCATED IN A RESIDENTIAL AREA. (FOR ALL THE COMMENTS, REQUEST A COPY OF THE TAPE RECORDING)

MATHEW J. MUNDUCUIRAKUR- DECLINE TO SPEAK (POTENTIAL COMMERCIAL BUSINESS IN RESIDENTIAL AREA)

BARRY- DECLINE TO SPEAK--(POTENTIAL COMMERCIAL BUSINESS IN RESIDENTIAL AREA)

SAMUEL BRIKHO- HE STATED THAT HE IS A RESIDENT OF CROSS CREEK RANCH. SAME ISSUE AS STATED BY MR. SOLIS. HE STATED THAT HE HAS CONTACTED "CIA" SERVICES THAT SUPPOSE TO REPRESENT HOMEOWNERS AND CLEARLY STATES IN THAT CHARTER THAT COMMERCIAL BUSINESS ARE NOT ALLOWED BUT HAVE NOT RECEIVED A SATISFACTORY

**CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 4**

ANSWER FROM THEM. HE WANTS TO KNOW HOW THE CITY CAN ASSIST HOME OWNERS TO SEE THAT CIA FOLLOW THEIR RULES AND REGULATIONS.
(FOR ALL THE COMMENTS, REQUEST A COPY OF THE TAPE RECORDING)

MOHAMMED—DECLINE TO SPEAK

ED KNIGHT- HE STATED HE WANTED TO TALK ABOUT THE PROPOSED ANNEXATION. HE STATED HE WANTS TO START WITH THE HISTORY THE CITY OF FULSHEAR WITH THE HARRISON INTERESTS. (FOR ALL THE COMMENTS, REQUEST A COPY OF TAPE RECORDING)

RICH MULLER- HE STATED HE IS HERE ON THE SAME ISSUE AS ED. HE STATED, I UNDERSTANDS CITY'S DILEMMA WITH THE ENACTMENT OF SENATE BILL 6 BUT THAT DOES NOT CHANGE DEVELOPMENT AGREEMENTS. MR. MULLER STATES THAT THE CITY IS PROPOSING TO ANNEX 500 SOMETHING ACRES OUT OF A 3500 TRACT OF LAND AND HE WOULD HOPE THAT BOTH PARTIES WOULD HAVE AN OPPORTUNITY TO DISCUSS AND A DEVELOPMENT AGREEMENT AND STRATEGIC PLAN AT SOME TIME IN THE FUTURE BUT TO GO ABOUT IT THIS WAY CAUSES LOTS OF PROBLEMS AND MAY HAVE SOME UNINTENDED CONSEQUENCES. (FOR ALL THE COMMENTS, REQUEST A COPY OF TAPE RECORDING)

MAYOR ROBERTS STATED WE WILL NOW MOVE TO ITEM 8—THE CONSENT AGENDA.

VIII. CONSENT AGENDA

ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND ARE GENERALLY ENACTED IN ONE MOTION. THE EXCEPTION TO THIS RULE IS THAT A COUNCIL MEMBERS MAY REQUEST ONE OR MORE ITEMS TO BE REMOVED FROM THE CONSENT AGENDA FOR A SEPARATE DISCUSSION AND ACTION.

- A. CONSENT AND APPROVAL OF KIDDOS RANCH/FINAL PLAT**
- B. CONSENT AND APPROVAL OF TAMARRON SECTION 36/FINAL PLAT**
- C. CONSENT AND APPROVAL OF TAMARRON SECTION 43/FINAL PLAT**
- D. CONSENT AND APPROVAL OF CROSS CREEK BEND LANE EXTENSION NO. 11-STREET DEDICATION/PRELIMINARY PLAT**
- E. CONSENT AND APPROVAL OF THE BROOKS AT CROSS CREEK RANCH SECTION 3/FINAL PLAT**
- F. CONSENT AND APPROVAL OF CREEK FALLS AT CROSS CREEK RANCH SECTION 10/FINAL PLAT**
- G. CONSENT AND APPROVAL OF CREEK FALLS AT CROSS CREEK RANCH SECTION 11/FINAL PLAT**
- H. CONSIDERATION OF ACCEPTANCE OF UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR THE SOUTHEAST CORNER OF THE MARKET AT CROSS CREEK RANCH**
- I. CONSENT AND APPROVAL TO APPROVE REQUEST FROM DR HORTON/ LJA ENGINEERING FOR A TWELVE (12) MONTH EXTENSION OF APPROVAL FOR TAMARRON SECTION 57/ FINAL PLAT**
- J. CONSENT AND APPROVAL OF MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2017**

**CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 5**

K. CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS ON SEPT 5, SEPT. 12, SEPT. 16, SEPT. 19, SEPT. 24, SEPT. 26, AND SEPT. 29, 2017

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO HANDLE ITEMS A,B, AND C FROM THE CONSENT AGENDA SEPARATELY. IT WAS SECONDED BY COUNCIL MEMBER ASHLEY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL
MOTION PASSES

A MOTION WAS MADE BY COUNCIL MEMBER ASHLEY TO APPROVE CONSENT AGENDA ITEMS D-K. IT WAS SECONDED BY MAYOR PRO TEM KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL
MOTION PASSES

MAYOR ROBERTS STATED WE WILL MOVE TO CONSENT AGENDA A. HE STATED THAT HE UNDERSTANDS ITEM A (KIDDOS RANCH) HAS BEEN PULLED FROM THE AGENDA. MR. SNIPES, CITY MANAGER, STATED YES. HE ALSO STATED THAT ITEMS B AND C HAVE BEEN CORRECTED BUT FINAL PLATS HAS NOT BEEN RECEIVED AT CITY OFFICE AS YET.

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO APPROVE ITEMS B AND C. IT WAS SECONDED BY COUNCIL MEMBER HOLLINGSWORTH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

IX. BUSINESS

A. PRESENTATION OF PROCLAMATIONS AND PLACARD RECOGNIZING THE COMMUNITY SPIRIT OF CERTAIN RESIDENTS IN RESPONSE TO HURRICANE HARVEY

MAYOR ROBERTS RECOGNIZED FIVE OF OUR COMMUNITY YOUTH FOR THEIR SERVICE DURING HURRICANE HARVEY. THEY ARE ANNA GIULIANI, EMILY MACEK, HALEY MACEK, SHELBY MACEK, AND ADDISON ROOSE. THEY SET UP A LEMONDADE STAND TO RAISE FUNDS FOR HARVEY RELIEF. EACH INDIVIDUALLY RECEIVED A CERTIFICATE OF SERVICE.

CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 6

B. PRESENTATION OF PROCLAMATION RECOGNIZING GREATER ZACHERY BAPTIST CHURCH'S 125TH ANNIVERSARY

MAYOR ROBERTS PRESENTED A PROCLAMATION TO THE PASTOR, REV. JACKIE GILMORE OF THE GREATER ZACHERY BAPTIST CHURCH FOR THEIR 125 YEAR ANNIVERSARY AND SERVICE TO THE COMMUNITY.

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A SPECIAL USE PERMIT FOR 8402 WILSON STREET, FULSHEAR, TEXAS 77441

MICHELLE KILLEBREW, BUILDING OFFICIAL, STATED THIS SPECIAL USE IS FOR RESIDENTIAL AND BUSINESS (MIX USE). SHE STATED THE PARKING WILL BE PARARELL AS A RECOMMENDATION FROM THE CITY ENGINEER, DAVID LEYENDECKER.

A MOTION WAS MADE BY COUNCIL MEMBER KALICH TO APPROVE A SPECIAL USE PERMIT FOR 8402 WILSON STREET, FULSHEAR, TEXAS 77441. IT WAS SECONDED BY MAYOR PRO TEM KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2017-1260 AN ORDINANCE OF THE CITY OF FULSHEAR APPROVING THE ANNEXATION AND SERVICE PLAN FOR A CERTAIN 89.25 ACRE TRACT ON PETITION OF LANDOWNER, LAMAR C.I.S.D. HIGH SCHOOL NO. 5 COMPLEX

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO APPROVE ORDINANCE NO. 2017-1260 AN ORDINANCE OF THE CITY OF FULSHEAR APPROVING THE ANNEXATION AND SERVICE PLAN FOR A CERTAIN 89.25 ACRE TRACT ON PETITION OF LANDOWNER, LAMAR C.I.S.D. HIGH SCHOOL NO. 5 COMPLEX. IT WAS SECONDED BY COUNCIL MEMBER FATHEREE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2017-1261 CALLING PUBLIC HEARINGS AND DIRECT STAFF TO CREATE A SERVICE PLAN IN RELATION TO THE ANNEXATION OF A CERTAIN TRACT OF LAND DESCRIBED AS A 582.7 APPORTIONED FROM THE R.H. KUYKENDALL 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

COUNCIL WAS SILENT. ITEM "E" DIES FOR A LACK OF MOTION.

DIES DUE TO NO MOTION

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION No. 2017-366 A RESOLUTION OF THE CITY OF FULSHEAR ADOPTING UPDATED EMPLOYEE CLASSIFICATION AND COMPENSATION PLAN FOR FISCAL YEAR 2017-2018

PAULA RYAN, ASSISTANT CITY MANAGER, PRESENTED TO THE COUNCIL REGARDING THE UPDATE OF THE EMPLOYEE CLASSIFICATION AND COMPENSATION PLAN. SHE STATED THIS PLAN WOULD PERIODICALLY REQUIRE UPDATING DUE TO ANY CHANGES ADOPTED BY THE COUNCIL WHEN MAKING CHANGES IN THE CITY'S BUDGET PLAN. THIS UPDATE REFLECTS THE PREVIOUSLY APPROVED AND ADOPTED 6% COLA FOR FY 2018 BY THE COUNCIL.

A MOTION WAS MADE BY COUNCIL MEMBER ASHLEY TO APPROVE RESOLUTION NO. 2017-366 A RESOLUTION OF THE CITY OF FULSHEAR ADOPTING UPDATED EMPLOYEE CLASSIFICATION AND COMPENSATION PLAN FOR FISCAL YEAR 2017-2018. IT WAS SECONDED BY COUNCIL MEMBER HOLLINGSWORTH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION No. 2017-367 A RESOLUTION OF THE CITY OF FULSHEAR APPROVING APPLICATION FOR SOLID WASTE GRANT PROGRAM THROUGH HGAC

SHARON VALIANTE, PUBLIC WORKS DIRECTOR, PRESENTED TO COUNCIL AND RECOMMENDS THAT COUNCIL SUPPORT THE H-GAC SOLID WASTE GRANT APPLICATION.

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO APPROVE RESOLUTION NO. 2017-367 A RESOLUTION OF THE CITY OF FULSHEAR APPROVING APPLICATION FOR SOLID WASTE GRANT PROGRAM THROUGH HGAC. IT WAS SECONDED BY COUNCIL MEMBER ASHLEY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHAPTER 380 AGREEMENT BETWEEN THE CITY OF FULSHEAR AND PERRY HOMES FOR THE DEDICATION AND ALLOCATION OF SALES AND USE TAX

CITY ATTORNEY, J. GRADY RANDLE, PRESENTED TO COUNCIL. HE STATED THIS IS AN AGREEMENT FOR SALES AND USE TAX ALLOCATION BETWEEN THE CITY OF FULSHEAR AND PERRY HOMES. (FOR ALL THE COMMENTS, REQUEST A COPY OF TAPE RECORDING)

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO APPROVE CHAPTER 380

**CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 8**

AGREEMENT BETWEEN THE CITY OF FULSHEAR AND PERRY HOMES FOR THE DEDICATION AND ALLOCATION OF SALES AND USE TAX. IT WAS SECONDED BY COUNCIL MEMBER HOLLINGSWORTH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

- I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2017-1262 AN ORDINANCE OF THE CITY OF FULSHEAR REPEALING AND REPLACING ORDINANCE NO. 2013-1105, REGARDING THE SCHEDULE OF FEES FOR BUILDING PERMITS AND PROVIDING FOR THE RATES AND CONDITIONS FOR RENTAL OF THE IRENE STERN COMMUNITY CENTER

C.J. SNIPES, CITY MANAGER, REQUESTED THAT ITEM "I" BE POSTPONED.

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO POSTPONE. IT WAS SECONDED BY COUNCIL MEMBER ASHLEY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MOTION TO POSTPONE

- J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2017-1263 AN ORDINANCE OF THE CITY OF FULSHEAR AMENDING ORDINANCE NO. 2014-1131 REGARDING REVISED SOLID WASTE AND RECYCLING FEES FOR SERVICE

C.J. SNIPES, CITY MANAGER, PRESENTED TO THE COUNCIL.

A MOTION WAS MADE BY COUNCIL MEMBER HOLLINGSWORTH TO APPROVE ORDINANCE NO. 2017-1263 AN ORDINANCE OF THE CITY OF FULSHEAR AMENDING ORDINANCE NO. 2014-1131 REGARDING REVISED SOLID WASTE AND RECYCLING FEES FOR SERVICE. IT WAS SECONDED BY MAYOR PRO TEM KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

K. DISCUSSION OF POTENTIAL CHANGE IN DATE FOR REGULAR NOVEMBER COUNCIL MEETING

NO ACTION WAS TAKEN

X. EXECUTIVE SESSION – CLOSED SESSION IN ACCORDANCE WITH THE GOVERNMENT CODE SEC. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:

1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT:

(A) PENDING OR CONTEMPLATED LITIGATION; OR

(B) A SETTLEMENT OFFER; OR

2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER.

UPDATE ON THREATENED LITIGATION

SEC. 551.074. PERSONNEL MATTERS; CLOSED MEETING

1) TO DELIBERATE THE EMPLOYMENT, EVALUATION, OR DUTIES, OF A PUBLIC OFFICER OR EMPLOYEE; OR

2) TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE.

REVIEW OF CONTRACT FOR CITY MANAGER

_____MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD ENTER INTO EXECUTIVE SESSION AT 7:46 P.M. AND A QUORUM WAS PRESENT BUT COUNCIL WOULD TAKE A FIVE-MINUTE BREAK BEFORE SESSION STARTS.

MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD RECONVENED BACK INTO REGULAR SESSION AND A QUORUM WAS PRESENT. MAYOR ROBERTS ASKED IF ANY ACTION NEEDS TO BE TAKEN FROM THE EXECUTIVE SESSION. MAYOR PRO TEM KRENEK RESPONDED, "NO ACTION TO BE TAKEN".

XI. ADJOURNMENT

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO ADJOURN AT 9:07 P.M. IT WAS SECONDED BY COUNCIL MEMBER ASHLEY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

**CITY COUNCIL MINUTES
OCTOBER 17, 2017
PAGE 10**

MAYOR ROBERTS ANNOUNCED THAT COUNCIL IS NOW ADJOURNED.

JEFF W. ROBERTS, MAYOR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY



CITY OF FULSHEAR

"FIND YOUR FUTURE IN FULSHEAR"

30603 FM 1093 WEST/ PO Box 279 ~ FULSHEAR, TEXAS 77441

PHONE: 281-346-1796 ~ FAX: 281-346-2556

WWW.FULSHEARTEXAS.GOV

CITY COUNCIL:

MAYOR: Jeff Roberts

MAYOR PRO-TEM: Tricia Krenek

COUNCIL MEMBER: Stephen Gill

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lauren Ashley

COUNCIL MEMBER: Jim Fatheree

COUNCIL MEMBER: Dana Hollingsworth

STAFF:

CITY MANAGER: C.J. Snipes

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MINUTES OCTOBER 22, 2017

I. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR JEFF W. ROBERTS, SUNDAY, OCTOBER 22, 2017 5:01 P.M. IN THE CITY HALL LOCATED AT 30603 FM 1093 ROAD, FULSHEAR, TEXAS 77441 AND ALL CITIZENS WERE WELCOMED.

II. QUORUM & ROLL CALL

A QUORUM WAS PRESENT. MAYOR ROBERTS STATED THAT COUNCIL MEMBER GILL WAS UNABLE TO BE AT THE MEETING.

MEMBERS PRESENT:

JEFF W. ROBERTS, MAYOR

TRICIA KRENEK, MAYOR PRO TEM

LAUREN ASHLEY, COUNCIL MEMBER

JIM FATHEREE, COUNCIL MEMBER, AT LARGE

DANA HOLLINGSWORTH, COUNCIL MEMBER, DISTRICT 1

KAYE KAHLICH, COUNCIL MEMBER, DISTRICT 5

MEMBER(S) ABSENT:

STEPHEN GILL, COUNCIL MEMBER

CITY STAFF PRESENT:

D. (DIANA) GORDON OFFORD, CITY SECRETARY

MIKE MCCOY, POLICE CAPTAIN

FELIX VARGAS, SHIFT SERGEANT

ANGELA FRITZ, ECONOMIC DEVELOPMENT DIRECTOR

MICHELLE KILLEBREW, BUILDING OFFICIAL

**SPECIAL CITY COUNCIL MINUTES
OCTOBER 22, 2017
PAGE 2**

CONT.-CITY STAFF PRESENT:

PAULA RYAN, ASSISTANT CITY MANAGER
BRANT GARY, EXECUTIVE DIRECTOR OF PLANNING AND DEVELOPMENT
KENNY SEYMOUR, CHIEF OF POLICE
ANGELA HAHN, COMMUNICATION COORDINATOR

OTHER(S) PRESENT:

RICH MULLER
ED KNIGHT
DON MCCOY
STEVE ROBINSON
NIEVIE YIM
JOAN BERGER
ROBIN AL-JERAIWY
AND 28 OTHERS WHO FAILED TO SIGN IN

MAYOR ROBERTS REQUESTED A MOTION TO MOVE TO ITEM B FIRST UNDER THE BUSINESS SECTION IF THERE ARE NO OBJECTIONS.

A MOTION WAS MADE BY COUNCIL MEMBER KAHLICH TO TAKE ITEM B FIRST. IT WAS SECONDED BY MAYOR PRO TEM KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

III. BUSINESS

A. DISCUSSION REGARDING GROUP HOMES

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE No. 2017-1264 CALLING PUBLIC HEARINGS AND DIRECT STAFF TO CREATE A SERVICE PLAN IN RELATION TO THE ANNEXATION OF A CERTAIN TRACT OF LAND DESCRIBED AS A 582.7 APPORTIONED FROM THE R.H. KUYKENDALL 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

CITY ATTORNEY, J. GRADY RANDLE, PRESENTED THE PROS AND CONS REGARDING ANNEXATION. THE NEW LEGISLATION REGARDING CITY'S ABILITY TO ANNEX PROPERTY WILL BE CHANGED EFFECTIVE DECEMBER 1, 2017. FOR ALL OF THE COMMENTS, REQUEST A COPY OF THE TAPE RECORDING.

MR. ED KNIGHT, REPRESENTATIVE FOR THE HARRISON INTEREST, STATED HE WAS CURRENTLY WORKING ON SEVERAL DIFFERENT AGREEMENTS WHICH INCLUDES A "ROW" (RIGHT OF AWAY) WITH FORT BEND COUNTY. MR. KNIGHT STATED HE PETITIONED TO BE IN THE ETJ OF FULSHEAR AND OPPOSING ANY TYPE OF ANNEXATION AT THIS TIME.

**SPECIAL CITY COUNCIL MINUTES
OCTOBER 22, 2017
PAGE 3**

FOR ALL THE COMMENTS, REQUEST A COPY OF THE TAPE RECORDING.

THERE WAS APPROXIMATELY A 30- MINUTE DISCUSSION AMONG THE COUNCIL, MR. KNIGHT, AND THE ATTORNEYS FOR BOTH SIDES. MAYOR ROBERTS PROVIDED HIS COMMENTS REGARDING THE PROPOSED ANNEXATION.

J. GRADY RANDLE, CITY ATTORNEY, ANNOUNCED THAT AN AGREEMENT CAN BE ENTERED INTO WHERE THE CITY CANNOT ANNEX THE PROPERTY FOR 45 YEARS AS LONG AS THE PROPERTY REMAINS UNDER AGRICULTURE AND THERE WOULD BE NO INCREASE IN TAXES. THIS AGREEMENT WOULD ONLY CHANGE IF THE PROPERTY WAS TO BE DEVELOPED BEFORE THE 45 YEAR PERIOD. THEN THE CITY WOULD HAVE THE OPTION TO ANNEX THE PROPERTY. IF THE CITY HAS NO AGREEMENT, THEN THE ANNEXATION PROCESS WOULD BE QUITE DIFFERENT.

MAYOR PRO TEM KRENEK STATED SHE WOULD LIKE AN EXECUTIVE SESSION TO CONSULT WITH THE CITY ATTORNEY.

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK AND A SECOND BY COUNCIL MEMBER KAHLICH TO ENTER INTO EXECUTIVE SESSION. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD ENTER INTO EXECUTIVE SESSION AT 5:43 P.M. AND A QUORUM WAS PRESENT.

MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD RECONVENE BACK INTO REGULAR SESSION AT 6:41 P.M. AND A QUORUM WAS PRESENT.

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO PROCEED WITH NEGOTIATING AN AGRICULTURAL AGREEMENT FOR THE 582.7 ACRES AND A SERVICE PLAN. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS STATED WE WILL NOW MOVE BACK UP TO ITEM A. HE THEN TURNED THE FLOOR OVER TO THE CITY ATTORNEY, J. GRADY RANDLE, WHO PROVIDED THE PROS AND CONS REGARDING THE REGULATION OF GROUP HOMES. FOR ALL OF THE COMMENTS, REQUEST A COPY OF THE TAPE RECORDING. THE OUTCOME OF THE DISCUSSION VERIFIES THAT THE STATE HAS FULLY CONTROL FOR REGULATING GROUP HOMES AND THIS ACTION WAS DONE BACK IN 1998. HE PROVIDED EXAMPLES TO THE

**SPECIAL CITY COUNCIL MINUTES
OCTOBER 22, 2017
PAGE 4**

COUNCIL AND THE AUDIENCE. THIS DISCUSSION CONTINUED FOR A PERIOD OF 20 MINUTES. BOTTOM LINE IS THAT NEITHER THE CITY NOR THE COUNTY HAS ANY POWER TO REGULATE GROUP HOMES.

NO ACTION WAS TAKEN ON THIS ITEM.

C. DISCUSSION OF AND POSSIBLE ACTION ON SEPARATION AGREEMENT AND GENERAL RELEASE OF CITY MANAGER

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO ACCEPT THE SEPARATION AGREEMENT AND GENERAL RELEASE OF CITY MANAGER. IT WAS SECONDED BY COUNCIL MEMBER KALICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

D. DISCUSSION OF POTENTIAL CHANGE IN DATE FOR REGULAR NOVEMBER COUNCIL MEETING

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO CHANGE OUR REGULAR NOVEMBER COUNCIL MEETING FROM NOVEMBER 21, 2017 TO NOVEMBER 14, 2017 AND TO BE HELD AT THE IRENE STERN CENTER. IT WAS SECONDED BY COUNCIL MEMBER ASHLEY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KALICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

IV. EXECUTIVE SESSION – CLOSED SESSION IN ACCORDANCE WITH THE GOVERNMENT CODE SEC. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT:

1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT:

(A) PENDING OR CONTEMPLATED LITIGATION; OR

(B) A SETTLEMENT OFFER; OR

2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER.

UPDATE ON THREATENED LITIGATION

SPECIAL CITY COUNCIL MINUTES
OCTOBER 22, 2017
PAGE 5

SEC. 551.074. PERSONNEL MATTERS; CLOSED MEETING

- 1) TO DELIBERATE THE EMPLOYMENT, EVALUATION, OR DUTIES, OF A PUBLIC OFFICER OR EMPLOYEE; OR
- 2) TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE.

(A) CITY MANAGER

A FIRST EXECUTIVE SESSION WAS HELD EARLIER. SEE ABOVE NOTES.

MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD MOVE INTO A SECOND EXECUTIVE SESSION. MAYOR PRO TEM KRENEK STATED WE ARE AWAITING RESPONSE FROM OTHER COUNSEL.

A SECOND EXECUTIVE SESSION WAS CANCELLED.

V. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER ASHLEY TO ADJOURN. IT WAS SECONDED BY COUNCIL MEMBER HOLLINGSWORTH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER ASHLEY, FATHEREE, HOLLINGSWORTH, KAHLICH, AND KRENEK

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT THE MEETING IS ADJOURNED AT 7:07 P.M.

JEFF W. ROBERTS, MAYOR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY

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

AGENDA OF:	November 14, 2017	ITEMS:	A
DATE SUBMITTED:	November 7, 2017	DEPARTMENT:	Planning and Development
PREPARED BY:	Sharon Valiante, Public Works Director, Michelle Killebrew Building Official, Brant Gary, Executive Director of Planning and Development	PRESENTER:	David Leyendecker, City Engineer
SUBJECT:	Plat Summary for Planning and Zoning Commission		
ATTACHMENTS:	Documentation for the Following Items: A – Final Plat – Willows at Cross Creek Ranch Section 2		

EXECUTIVE SUMMARY

The Planning and Zoning Commission has for its consideration the following plats:

1. Final for Willows at Cross Creek Ranch Section 2

The plat, as submitted and unless otherwise noted, generally meets the requirements set forth in the City's Subdivision Ordinance No. 04-913 and/or 013-1091, which is in alignment with Chapter 21, Texas Local Government Code. Unless otherwise noted, plat comments in the City Engineer's report are minor in nature and pose no major concerns that would warrant a negative recommendation.

RECOMMENDATION

Staff recommends the City Council consider this plat approval request submitted along with the recommendations of the Planning & Zoning Commission.

November 8, 2017

Paula Ryan, Acting City Manager
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: City Planning Commission Meeting
November 3, 2017
City of Fulshear, Texas

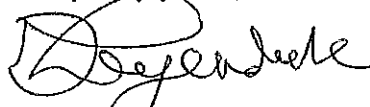
Dear Ms. Ryan:

The City Planning Commission met on November 3, 2017 to consider plat approval for one (1) project. Listed below is the plat that was considered and the action taken by the Planning Commission:

- 1) Final Plat – Willows at CCR Section 2
This plat was approved as submitted

If you need additional information or if you have any questions please feel free to contact me. The original Engineer's Review are included with this letter.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.

DL/pe

October 27, 2017

Engineering Review

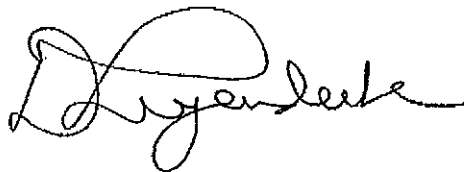
Final Plat
Willows at Cross Creek Ranch Section Two
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat will create 64 lots in one (1) Block with Five (5) Reserves that cover a total acreage of 13.36 acres.
2. The lots being created are for Town Homes (two (2) family units) and have a typical size of 28-foot by 110-foot with a 25-foot Front Building Line.
3. Access to this section will be from Willow Manor Lane off of West Cross Creek Bend.

Recommendations:

I recommend that this Final Plat of Willows at Cross Creek Ranch Section Two be approved as submitted.



CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Willows at Cross Creek Ranch Section 2 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 10/27/2017

City Secretary

Processed
 Returned for additional data

BY: X. Keyf DATE: 10/20/2017

Planning Commission Review

Approved
 Returned for additional data

OFF-STREET PARKING WILL BE PROVIDED

BY: [Signature] DATE: 11.3.17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



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

Subdivision/Development Platting Application

Date: 10/20/2017 Date Received by the City of Fulshear: _____
 Subdivision: WILLOWS AT CROSS CREEK RANCH SECTION TWO Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

___ Preliminary Final ___ Short Form Final
 ___ Replat ___ Vacation Plat ___ Admin. (Minor) Plat
 ___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential ___ Zero Lot Line/ Patio Home ___ Multi-Family Residential
 ___ Planned Development ___ Commercial ___ Industrial

Plat Location: City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: 13.36 ACRES OF LAND IN THE M. AUTREY SURVEY, A-100

Variance: ___ Yes (Attach a Copy of Approval Letter) No

Total Acreage: 13.36
 Number of Streets: 2
 Number of Lots: 64
 Number and Types of Reserves: 5
 Total Acres in Reserve: 5.723

Owner: CCR LOAN SUBSIDIARY 1, L.P.
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUSTON, TX 77056
 Telephone: 713-960-9977
 Email Address: _____

Engineer/Planner: BGE, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@bgeinc.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	\$1,154.00
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Trey DeVillier **Trey DeVillier** 10/20/2017
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

October 27, 2017

Engineering Review

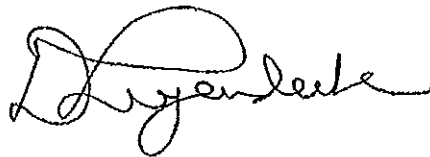
Final Plat
Willows at Cross Creek Ranch Section Two
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat will create 64 lots in one (1) Block with Five (5) Reserves that cover a total acreage of 13.36 acres.
2. The lots being created are for Town Homes (two (2) family units) and have a typical size of 28-foot by 110-foot with a 25-foot Front Building Line.
3. Access to this section will be from Willow Manor Lane off of West Cross Creek Bend.

Recommendations:

I recommend that this Final Plat of Willows at Cross Creek Ranch Section Two be approved as submitted.



stewart title

Stewart Title Company
10720 West Sam Houston Pkwy N.,
Suite 200
Houston, TX 77064
(713) 892-8818 Phone
Fax

October 16, 2017

File No.: 1790400CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 5th day of October, 2017, the last Deed that we find, of record, reflects the record owner to be:
CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership
by virtue of Deed recorded in/under Clerk's File No. 2016059209 of the Official Public Records of Fort Bend County, Texas.

Legal Description:

**DESCRIPTION OF A 13.36 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
FORT BEND COUNTY, CITY OF FULSHEAR, TEXAS**

BEING a 13.36 acre (581,882 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100 of Fort Bend County, City of Fulshear, Texas and being a portion of a called 239.7 acre tract of land described as Tract 10 in an instrument to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2016059209, said 13.36 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "Gullet & Assoc." found for the North corner of a called 2.07 acre tract described as Parcel 1 in an instrument to Teppco Crude Pipeline, L.P. recorded under F.B.C.C.F. No. 2004025376;

THENCE, S 37°53'42" W, along and with the Northwest line of said 2.07 acre tract, a distance of 181.53 feet to a Northeast corner of a called 1,913.31 acre tract described as Tract A in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038964 and a South corner of said 239.7 acre tract;

THENCE, N 52°06'18" W, along and with a South line of said 239.7 acre tract, a distance of 50.00 feet to the **POINT OF BEGINNING** and the most Southerly corner of the herein described tract;

THENCE, N 52°06'18" W, continuing along and with a South line of said 239.7 acre tract, a distance of 18.30 feet to the most Easterly corner of a called 573.84 acre tract described in an instrument to Ronald W. Henriksen, Trustee recorded under F.B.C.C.F. No. 2008132362 and an angle point of the herein described tract;

THENCE, N 51°53'12" W, along and with the Southwest line of said 239.7 acre tract and an East line of said 573.84 acre tract, a distance of 223.26 feet to the most Westerly Southwest corner of the herein described tract;

THENCE, N 01°26'01" W, along and with the West line of said 239.7 acre tract and the East line of said 573.84 acre tract, a distance of 1,076.34 feet to the Northwest corner of the herein described tract;

THENCE, over and across said 239.7 acre tract, the following courses and distances:

N 88°33'59" E, a distance of 385.55 feet to the most Northerly corner of the herein described tract;

S 68°14'14" E, a distance of 115.39 feet to a point for corner;

S 42°01'34" E, a distance of 88.96 feet to a point for corner;

S 65°45'17" E, a distance of 119.60 feet to the beginning of a non-tangent curve to the left from which its center bears S 65°45'17" E, 1,835.00 feet;

In a southerly direction, along said curve to the left, a distance of 885.37 feet, having a radius of 1,835.00 feet, a central angle of 27°38'40" and a chord which bears S 10°25'22" W, 876.80 feet to the Southeast corner of the herein described tract;

S 86°36'02" W, a distance of 62.77 feet to a point for corner;

S 70°56'46" W, a distance of 165.90 feet to a point for corner;

S 88°33'59" W, a distance of 37.89 feet to a point for corner;

S 52°19'30" E, a distance of 73.30 feet to a point for corner;

S 37°53'42" W, a distance of 140.35 feet to the **POINT OF BEGINNING** and containing 13.36 acres (581,882 square feet) of land.

Subject to the following:

1. Restrictions:

None

2. Easements/Other Exceptions:

1/3rd oil, gas and other minerals of every character in and under the herein described property, as reserved in instrument(s) recorded in Volume 205, Page 596, of the Deed Records of Fort Bend County, Texas, reference to which instrument(s) is here made for all purposes. Title to said interest has not been investigated subsequent to date of the aforesaid instrument(s).

1/13th and 16.5/432 oil, gas and other minerals of every character in and under the herein described property, as reserved in instrument(s) recorded in Volume 286, Page 293, of the Deed Records of Fort Bend County, Texas, reference to which instrument(s) is here made for all purposes. Title to said interest has not been investigated subsequent to date of the aforesaid instrument(s).

1.5/432 oil, gas and other minerals of every character in and under the herein described property, as reserved in instrument(s) recorded in Volume 289, Page 1, of the Deed Records of Fort Bend County, Texas, reference to which instrument(s) is here made for all purposes. Title to said interest has not been investigated subsequent to date of the aforesaid instrument(s).

All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted therefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 308, Page 288, of the Deed Records of Fort Bend County, Texas. (Said interest not investigated subsequent to date of reservation or conveyance.)

All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted therefrom and not insured hereunder, as the same are set forth in instrument(s) filed for record under Fort Bend County Clerk's File No. 2005115742. (Said interest not investigated subsequent to date of reservation

or conveyance.)

Designation of Drill Sites Access easements, as set forth and described under Clerk's File Nos. 2005115746 and 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Partial waiver of surface rights and drillsite and access easement use agreement, dated January 5, 2005, executed by Steven E. Stern, Joyce C. Harlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

Rights of the Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the subject property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP, a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B")) bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders.

Said lien additionally secured by Collateral Assignment of Note and Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of Fort Bend County, Texas.

Intercreditor Agreement dated June 2, 2016 and recorded under Clerk's File No. 2016059210 of the Official Records of Fort Bend County, Texas.

Said Note and Deed of Trust modified and/or extended by instrument recorded in/under Clerk's File No. 2017097223 of the Official Records of Fort Bend County, Texas.

Construction Deed of Trust (with Assignment of Leases and Rents, Security Agreement Fixture Filing) dated June 2, 2016, recorded in/under Clerk's File No. 2016059211 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of U.S. Bank National Association d/b/a Housing Capital Company.

Collateral Assignment of Construction Documents, Design Contracts, Plans, Licenses, Building Lot Contracts and Permits recorded under Clerk's File No. 2016059212 of the Official Records of Fort Bend County, Texas.

Collateral Assignment of MUD Proceeds recorded under Clerk's File No. 2016059213 of the Official Records of Fort Bend County, Texas.

No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes,

tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company

Debbie A. Hooper

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS L.P., a Delaware limited partnership, has platted that certain 13.36 acres of land out of the M. Autrey Survey, A-100, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc., DBA BOE, Inc, and known as WILLOWS AT CROSS CREEK RANCH SECTION TWO, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, 2016059210 and 2017097223 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of WILLOWS AT CROSS CREEK RANCH SECTION TWO.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS L.P., a Delaware limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of WILLOWS AT CROSS CREEK RANCH SECTION TWO and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of WILLOWS AT CROSS CREEK RANCH SECTION TWO and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2017.

CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I, _____, a Notary Public in and for said Province, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CCR TEXAS AOBNT INC., an Ontario corporation, in its capacity as agent of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument thereto as such _____ of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation as agent on behalf of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2017

Notary Public
My commission expires: Commission For Life

AFTER RECORDING RETURN TO:
Trey DeVillier
BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 13.36 acres of land out of the M. Autrey Survey, A-100, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc., DBA BGE, Inc., and known as WILLOWS AT CROSS CREEK RANCH SECTION TWO, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2016059210, 2016059211, 2016059212, 2016059213 and 2017097223 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of WILLOWS AT CROSS CREEK RANCH SECTION TWO.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of WILLOWS AT CROSS CREEK RANCH SECTION TWO and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of WILLOWS AT CROSS CREEK RANCH SECTION TWO and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2017.

U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ of U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public in and for the State of Texas

My commission expires: _____

AFTER RECORDING RETURN TO:
Trey DeVillier
BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042



October 6, 2017

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Willow At Cross Creek Ranch Section Two

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated October, 2017.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact LaWanda J. Grant at 713.207.6539.

Sincerely,

A handwritten signature in cursive script that reads 'La Wanda J. Grant'.

LaWanda J. Grant, SR/WA
Senior Right of Way Agent

C: Trey DeVillier <tdevillier@bgeinc.com>

PLR17.524



October 12, 2017

BGEinc
Attn: Trey Devillier
10777 Westhelmer, Suite 400
Houston, TX. 77042

Mr. Devillier,

AT&T is pleased to respond to your request for no objection letter of plans received for the Reading Alliance LLC project located in the Willows at Cross Creek Ranch Section 2 subdivision. AT&T places facilities within easements and/or public right-of-way adjacent to property requiring service.

Please contact me as soon as this development is approved, or have your agent call me. I will need adequate time to place new facilities for service to this development. Thank you very much. If you have any questions or require additional information, please contact me at my office: 979-836-2186 or e-mail me at: CV6525@ATT.COM.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad W. Vogler".

Chad Vogler
Manager OSP Planning and Engineering Design



October, 2017

Trey DeVillier | Platting Coordinator
BGE, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
Tel: 281-558-8700 x8204
Direct: 713-488-8204
Fax: 281-558-9701
tdevillier@bgeinc.com
www.bgeinc.com

Re: Willows at Cross Creek Ranch Section Two

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated October, 2017.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 832-364-5818 with any questions that you may have.

Sincerely,

A handwritten signature in cursive script that reads "Leslie M. Noyola".

Leslie Noyola
Construction, Coord 2, Planning & Design

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

AGENDA OF:	November 14 2017	AGENDA ITEMS:	
DATE SUBMITTED:	November 2, 2017	DEPARTMENT	Planning and Development
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Infrastructure Acceptance and Conveyance – MUD 169 (the “District”) – Streets, Water, Sanitary Sewer, & Storm		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Street Acceptance- Fulshear Bend Drive Extension Number 2 2. Utility Conveyance and Security Agreement- Fulshear Bend Drive Extension Number 2 3. City Engineer’s Statement of approval 4. Acceptance Packet Letters from BGE listing items received by the City for the conveyances (full copies on file) 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
FUNDING ACCOUNT:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The MUD No. 169 is submitting for consideration Utilities to serve Fulshear Bend Drive Extension No. 2 and Streets for Fulshear Bend Dr. Extension Number 2.

The infrastructure is valued at:

- | | |
|---|-----------------------------|
| 1. Paving – Total Costs: | \$330,482 |
| 2. Storm Sewer System – Total Costs: | \$ 51,032 |
| 3. Sanitary Sewer System – Total Costs: | \$ 89,514 (conveyance only) |
| 4. Water System – Total Costs: | \$ 59,327 (conveyance only) |

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for Fulshear Bend Drive Extension No. 2:

1. Street Acceptance for Fulshear Bend Drive Extension No. 2, and
2. Utility Conveyance and Security Agreement for Fulshear Bend Drive Extension No. 2.

STREET ACCEPTANCE

THE STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL BY THESE PRESENTS:
§

WHEREAS, a plat for Fulshear Bend Drive Extension No. 2 has been recorded under Plat No. 20170069 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

WHEREAS, the City desires to accept the Streets for operation and maintenance.

Now, Therefore, the City hereby accepts the Streets for operation and maintenance by the City.

CITY OF FULSHEAR, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

City's obligations under the Utility Agreement. The District reserves said security interest under Texas law and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 169

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, as President, of the Board of Directors of Fort Bend County Municipal Utility District No. 169, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: Mayor
Date: _____

ATTEST:

BY: _____
Name: _____
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Linda Sotirake, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

November 8, 2017

Paula Ryan, Acting City Manager
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: Public Street and Utility Improvements
Fulshear Bend Drive Extension No. 2
City of Fulshear, Texas

Dear Ms. Ryan:

The construction is complete on the Public Street and the Utility Improvements for Fulshear Bend Drive Extension No. 2. The water, sanitary sewer and storm sewer lines have been tested and inspected.

I recommend that the City of Fulshear accept the public streets, water lines, sanitary sewer lines and storm sewer system for the Fulshear Bend Drive Extension No. 2 for maintenance. The City has received the acceptance package including the two (2) year maintenance Bonds. If you need additional information or you have any questions please feel free to contact me.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.

DL/pe

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

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

lsotirake@abhr.com

Linda Sotirake
Legal Assistant

November 1, 2017

VIA FEDERAL EXPRESS

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

Re: Fort Bend County Municipal Utility District No 169 and 172 (the
"Districts")

Dear Mr. Snipes:

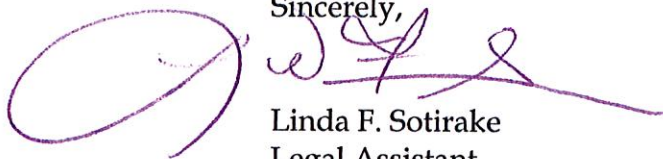
It is respectfully requested that the following items be placed on the City of Fulshear's November, 2017, City Council agenda for consideration and approval:

1. Approve the Utility Conveyance and Security Agreement for Fulshear Bend Drive Extension No. 2;
2. Approve the Street Acceptance for Fulshear Bend Drive Extension No. 2;
3. Approve the Utility Conveyance and Security Agreement for Creek Cove at Cross Creek Ranch, Section Nine; and
4. Approve the Street Acceptance for Creek Cove at Cross Creek Ranch, Section Nine.

The above-described documents are enclosed for execution by the City.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Linda F. Sotirake', is written over the typed name.

Linda F. Sotirake
Legal Assistant



November 1, 2017

City of Fulshear
c/o David Leyendecker, PE
Clay & Leyendecker, Inc.
1350 Avenue D
Katy, Texas 77493

Re: Fulshear Bend Drive Extension No. 2
BGE Job No. 4022-00 & 4022-10

Dear Mr. Leyendecker:

An inspection was held on the referenced project on August 2, 2017. A punch list was generated as a result of unsatisfactory or deficient items encountered during the inspection. To date, all of the items on the punch list have been completed and verified by our office. Therefore, please consider this letter as a request for the acceptance, by the City of Fulshear, of Fulshear Bend Drive Extension No. 2.

For your use, I have enclosed the following documentation:

- (1) Copy Each of the Certificate of Completion for the Paving & Utilities
- (1) Copy of the Record Drawings (Blue Line and Electronic GIS Format)
- (1) Copy of the Bacteriological Test Results of the water sampled
- (1) Copy Each of the Contractors 2-Year Maintenance Bond for the Paving & Utilities
- (1) Copy of the Materials Testing Certification
- (1) Copy of Affidavit of Bills Paid for the Paving and Utilities

Should you require any additional information, please contact me at 281-558-8700.

Sincerely,

A handwritten signature in blue ink that reads "Karen Hauter for Brent Fields". The signature is written in a cursive, flowing style.

Brent Fields, P.E.
Project Manager, Construction Management

Enclosure

cc: Michelle Killebrew – City of Fulshear (w/o enclosure)
CJ Snipes – City of Fulshear (w/o enclosure)
Todd Hamilton – Johnson Development
Linda Sotirake – Allen Boone Humphries Robinson, LLP (w/o enclosure)
Karen Hauter – BGE

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

AGENDA OF:	November 14 2017	AGENDA ITEMS:	
DATE SUBMITTED:	November 2, 2017	DEPARTMENT	Planning and Development
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Infrastructure Acceptance and Conveyance – MUD 172 (the “District) – Streets, Water, Sanitary Sewer, & Storm		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Street Acceptance- Creek Cove at Cross Creek Ranch, Section 9 2. Utility Conveyance and Security Agreement- Creek Cove at Cross Creek Ranch, Section 9 3. City Engineer’s Statement of approval 4. Acceptance Packet Letters from BGE listing items received by the City for the conveyances (full copies on file) 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
FUNDING ACCOUNT:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The MUD No. 172 is submitting for consideration Utilities to serve Creek Cove at Cross Creek Ranch, Section 9 and Streets for Creek Cove at Cross Creek Ranch, Section 9.

The infrastructure is valued at:

- | | |
|---|-----------------------------|
| 1. Paving – Total Costs: | \$554,162 |
| 2. Storm Sewer System – Total Costs: | \$297,274 |
| 3. Sanitary Sewer System – Total Costs: | \$118,760 (conveyance only) |
| 4. Water System – Total Costs: | \$ 78,728 (conveyance only) |

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for Creek Cove at Cross Creek Ranch, Section 9

1. Street Acceptance for Creek Cove at Cross Creek Ranch, Section 9, and
2. Utility Conveyance and Security Agreement for Creek Cove at Cross Creek Ranch, Section 9.

STREET ACCEPTANCE

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, a plat for Creek Cove at Cross Creek Ranch, Section Nine has been recorded under Plat No. 20170070 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

WHEREAS, the City desires to accept the Streets for operation and maintenance.

Now, Therefore, the City hereby accepts the Streets for operation and maintenance by the City.

CITY OF FULSHEAR, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

City's obligations under the Utility Agreement. The District reserves said security interest under Texas law and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 172

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, as _____, of the Board of Directors of Fort Bend County Municipal Utility District No. 172, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Linda Sotirake, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

November 8, 2017

Paula Ryan, Acting City Manager
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

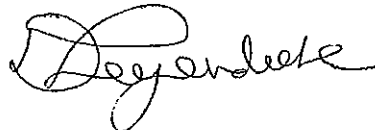
Re: Public Street and Utility Improvements
Creek Cove at Cross Creek Ranch Section 9
City of Fulshear, Texas

Dear Ms. Ryan:

The construction is complete on the Street and the Utility Improvements for Creek Cove at Cross Creek Ranch Section 9. The water, sanitary sewer and storm sewer lines have been tested and inspected.

I recommend that the City of Fulshear accept the public streets, water lines, sanitary sewer lines and storm sewer system for the Creek Cove at Cross Creek Ranch Section 9 for maintenance. The City has received the acceptance package including the two (2) year maintenance Bonds. If you need additional information or you have any questions please feel free to contact me.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.

DL/pe

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6424

Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda Sotirake

Legal Assistant

November 1, 2017

VIA FEDERAL EXPRESS

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

Re: Fort Bend County Municipal Utility District No 169 and 172 (the
"Districts")

Dear Mr. Snipes:

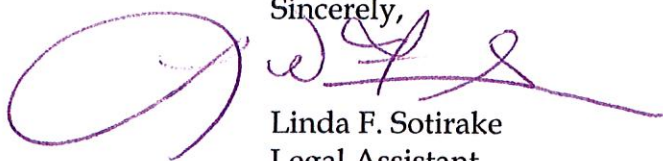
It is respectfully requested that the following items be placed on the City of Fulshear's November, 2017, City Council agenda for consideration and approval:

1. Approve the Utility Conveyance and Security Agreement for Fulshear Bend Drive Extension No. 2;
2. Approve the Street Acceptance for Fulshear Bend Drive Extension No. 2;
3. Approve the Utility Conveyance and Security Agreement for Creek Cove at Cross Creek Ranch, Section Nine; and
4. Approve the Street Acceptance for Creek Cove at Cross Creek Ranch, Section Nine.

The above-described documents are enclosed for execution by the City.

Thank you for your attention to this matter.

Sincerely,



Linda F. Sotirake
Legal Assistant

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

AGENDA OF:	November 14, 2017	AGENDA ITEM:	F
DATE SUBMITTED:	November 6, 2017	DEPARTMENT	Planning & Development
PREPARED BY:	Brant Gary Exec. Dir. of P&D	PRESENTER:	Brant Gary Exec. Dir. of P&D
SUBJECT:	Internet & Fiber Connectivity Services Contract		
ATTACHMENTS:	Contract Documents & RFP Responses		
EXPENDITURE REQUIRED:	FY18- \$24,568 (est.)		
AMOUNT BUDGETED:	\$45,000		
FUNDING ACCOUNT:	100-5-490-5434-00		
ADDITIONAL APPROPRIATION REQUIRED:	No		
FUNDING ACCOUNT:	N/A		

EXECUTIVE SUMMARY

As approved in the FY18 Budget, City Staff requested proposals from various internet service providers in the area to provide dedicated internet service and fiber connectivity between its facilities as well as to provide basic business internet services at the Irene Stern Center. The following potential vendors and their responses were contacted to provide pricing for the approved services:

- Comcast – Responded with pricing and terms
- Cogent – Unable to provide the services needed
- Phonoscope (now PS Lightwave) – Responded with pricing and terms
- UPN Fiber– No response

Attached is a summary of the two responses received. With that information, City Staff is recommending that the agreement with Comcast be executed. The summary of one-time and monthly charges with Comcast are as follows:

- One-Time Installation Charges
 - City Hall: \$500
 - Annex: \$500
 - Irene Stern CC: \$50
 - **Total One-Time Charges: \$1,050**

- Monthly Service Charges
 - Fiber Connectivity – City Hall: \$1,050/mo.
 - Fiber Connectivity – Annex: \$1,050/mo.
 - Dedicated Internet – From City Hall: \$995/mo.
 - Business Internet – Irene Stern CC: \$145/mo.
 - **Total Monthly Charges: \$3,240/mo.**

In addition, should the City's needs for dedicated internet bandwidth or connectivity speeds need to be expanded, the terms of the agreement allow for upgrades in both areas. Depending on the specific items needed, a change order may be needed and would be subject to City/State purchasing requirements for change orders and purchasing authority. Those upgrade options are as follows:

- Fiber Connectivity - Upgrade the 500 Mbps Service to 1000 Mbps Service
 - \$1,050/month to \$2,520/month
- Dedicated Internet* - Upgrade the 100 Mbps Service to 200 Mbps Service
 - \$995/month to \$1,222/ month

Please Note: This "dedicated" internet service is different from typical home or business services as performance parameters are guaranteed via the service agreements and have been initially evaluated to cover City service needs.

In addition to the enhancement options, the agreement also provides terms for early termination of services. A relocation of existing City facilities would not necessarily require termination, however. Based on anticipated build out times, the City is estimating that services may not be available until February or March of 2018.

RECOMMENDATION

Staff recommends that City Council authorize City Staff to execute the attached agreement with Comcast for the services requested.

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

Summary of RFQ Responses Received

Review of Fiber Options	Comcast			PS Lightwave		
Metro E-Service (Fiber Connectivity)						
Location	Monthly Fee	Install	Minimum Contract Term	Monthly Fee	Install	Minimum Contract Term
City Hall - 500mb	\$1,050	\$500	36 months	\$1,250	\$0	60 months
Police Dept. – 500mb	\$1,050	\$500	36 months	\$1,250	\$0	60 months
Total for 12 mos.	\$25,200	\$1,000		\$30,000	\$0	
Dedicated Internet:						
Location	Monthly Fee	Install	Minimum Contract Term	Monthly Fee	Install	Minimum Contract Term
City Hall – 100mb	\$1,122	\$0	36 months	\$1,000	\$0	60 months
Total for 12 mos.	\$13,464	\$0		\$12,000	\$0	
DSL/Cable Modem:						
Location	Monthly Fee	Install	Minimum Contract Term	Monthly Fee	Install	Minimum Contract Term
Community Center – 50/10mb	\$144.85	\$50	36 months	\$546.00	\$0	60 months
Total for 12 mos.	\$1,738	\$50		\$6,552	\$0	
Total for 12 mos.	\$40,402	\$1,050		\$48,552	\$0	
Total for 9 mos.	\$30,302	\$788		\$36,414	\$0	
Total for 7 mos.	\$23,568	\$591		\$28,322	\$0	



City of Fulshear

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

www.FulshearTexas.gov

Request for Proposal for Data Infrastructure

The intent of the RFP is to solicit services for the City of Fulshear's Data Infrastructure

The City of Fulshear is looking to purchase data Infrastructure services that will consist of the following location:

- City Hall - 30603 FM 1093 Rd, Fulshear, TX 77441
- PD - 29370 McKinnon Rd, Fulshear, TX 77441
- Community Center - 6920 Katy Fulshear Road, Fulshear, TX 77441

SCOPE OF WORK

1. Metro-E (layer 2) service between City Hall and Police Dept., scalable to add future sites and communicate via any-to-any topology.
2. Dedicated Internet access at City Hall
3. DSL/Cable Modem at the Community Center

Metro-E and Dedicated Internet Service:

- The service must be highly available at 99.99% uptime measured monthly. *Yes*
- The service provider must own and operate its network from end to end. *Yes*
- The solution must scale beyond 1Gbps to 10Gbps without replacing on-site infrastructure. *Yes*
- Internet traffic must not be filtered or scanned unless otherwise requested *Yes*
- The service must have the ability to monitor online bandwidth usage by circuit *Yes*
- The service must include a dedicated account manager during regular business hours and an escalation manager 24x7x365. *Yes*
- The solution provided to the primary locations, must be accessible to our satellite offices, any-to-any site communications. *Yes*
- The service provider must have an online billing portal. *Yes*
- Service provider's on-site equipment, supporting the solution, must have built in power supplies redundancies. *Yes*
- Service provider must have been in business for a minimum of 10 years. *Yes*
- The service provider or subcontracted employees shall be fully insured and provide proof upon award. *Yes*
- The service provider must be able to provide emergency dispatching, troubleshooting and restorations services after-hours, weekends, and holidays, as needed. *Yes*
- The service provider or subcontracted employees must be able to provide all necessary tools and materials required to deliver, troubleshoot and repair the contracted solution. *Yes*



City of Fulshear

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

PRICING DETAIL SHEET

Please Note: Completion of this information does not guarantee any contract or service agreement with the City.

Metro-E Service Option 1:

Location	Monthly Fee	Install	Minimum Contract Term
City Hall - 100mb	\$675	\$500	36 month
Police Dept. - 100mb	\$675	\$500	36 month

Company Information:

Company Name	Comcast Business
Contact Person	Jim Segovia
Email:	jim.segovia@comcast.com
Phone:	832-529-7905

Metro-E Service Option 2:

Location	Monthly Fee	Install	Minimum Contract Term
City Hall - 500mb	\$1,050	\$500	36 month
Police Dept. - 500mb	\$1,050	\$500	36 month

DSL/Cable Modem:

Location	Monthly Fee	Install	Minimum Contract Term
Community Center - 50/10mb	\$144.85	\$50	36 month

Dedicated Internet:

Location	Monthly Fee	Install	Minimum Contract Term
City Hall - 100mb	\$1,122	\$0	36 month

Any Additional Items Not Mentioned Required/To Be Considered:

Service	Monthly Fee	Install	Minimum Contract Term
City Hall - 1000mb (metro-e)	\$1,260	\$500	36 month
Police Dept. - 1000mb (metro-e)	\$1,260	\$500	36 month

Additional Information Needed:

Account Name: City of Fulshear

MSA ID#: TX-395887-JSego

SO ID#: TX-395887-JSego-9183936

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Brant Gary</u>	City: <u>Fulshear</u>	Phone: <u>(281) 346-8809</u>
Title: _____	State: <u>TX</u>	Cell: _____
Address 1: <u>30603 FM 1093</u>	Zip: <u>77441</u>	Fax: _____
Address 2: _____	Allowable Contract Date: _____	Email: <u>bgary@fulsheartexas.gov</u>
		Contract Generated Date: <u>10/26/2017</u>

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	\$ 3,095.00
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 3,095.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	\$ 1,000.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
Total Standard Installation Fees (all Services):	\$ 1,000.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	\$ 0.00
Amortized Custom Installation Fee	\$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	\$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
Total Monthly Recurring Equipment Fees (all Services):	\$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

- Upon prior written notice to Comcast and during the initial Service Term, Customer may upgrade the Services reference in this Sales Order as follows:
 - Upgrade the 500 Mbps ENS Services to 1000 Mbps ENS Services with a new MRC of \$2,520.00 for thirty six (36) months
 - Upgrade the 100 Mbps EDI Services to 200 Mbps EDI Services with a new MRC of \$1,222.00 for thirty six (36) months
- Non-Appropriation of Funds - Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of this Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000, E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Jim Segovia
Name:	Name:	Sales Rep E-Mail:	jim_segovia@cable.comcast.com
Title:	Title:	Region:	
Date:	Date:	Division:	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term (Months):

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENIGIGE	Port	29370 MCKINNON ROAD-SUITE D-City of Fulshear		Houston		Intrastate	\$ 308.82	\$ 500.00
2	New	Add	ENS-BASIC-500	500 Mbps	29370 MCKINNON ROAD-SUITE D-City of Fulshear			See Matrix	Intrastate	\$ 741.18	\$ 0.00
3	New	Add	EQP FEE	Equipment Fee	29370 MCKINNON ROAD-SUITE D-City of Fulshear					\$ 0.00	\$ 0.00
4	New	Add	EDI-ENI-10100	Port	30603 FM 1093 RD--City of Fulsher					\$ 0.00	\$ 0.00
5	New	Add	ENIGIGE	Port	30603 FM 1093 RD--City of Fulsher		Houston		Intrastate	\$ 308.82	\$ 500.00
6	New	Add	EDI-100	100 Mbps	30603 FM 1093 RD--City of Fulsher				Interstate	\$ 995.00	\$ 0.00
7	New	Add	ENS-BASIC-500	500 Mbps	30603 FM 1093 RD--City of Fulsher			See Matrix	Intrastate	\$ 741.18	\$ 0.00
8	New	Add	EQP FEE	Equipment Fee	30603 FM 1093 RD--City of Fulsher					\$ 0.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)						Total				Service Charges: \$ 3,095.00 Equipment Fees: \$ 0.00	\$ 1,000.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: City of Fulshear

MSA ID#: TX-395887-JSego

SO ID#: TX-395887-JSego-9183936

Date: October 26, 2017

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	29370 MCKINNON ROAD-SUITE D-City of Fulshear	29370 MCKINNON ROAD	SUITE D	FULSHEAR	TX	77441				Krisli Brashear	(281) 346-1796	kbrashear@fulsheartexas.gov	Yes	No
2	30603 FM 1093 RD--City of Fulsher	30603 FM 1093 RD		FULSHEAR	TX	77441				Krisli Brashear	(281) 346-1796	kbrashear@fulsheartexas.gov	Yes	No

**Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix**

Metro	PA	CAR	CNM	CGA	CO	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT2	
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	
Central New Mexico (CNM)	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT3	PT4	PT4	PT3	PT3	PT3	PT3	PT4	PT4	
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	
Greater Atlanta (ATL)	PT2	PT2	PT4	PT2	PT3	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	
Houston (HOU)	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	
Independence (INDP)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	
Jacksonville (JAC)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT4	PT3	
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	
Mid-Atlantic (MAT)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2	
Middle Tennessee (MTN)	PT2	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT3	
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT4	
Oregon & SW Washington (OR)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT4	
South Florida (SFL)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT4	
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	
Washington (WA)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT3	PT2	PT1	PT4	
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT1	

CUSTOMER INFORMATION (Service Location)			
Address 1	<u>6920 KATY FULSHEAR RD</u>	City	<u>FULSHEAR</u>
Address 2		State	<u>TX</u>
Primary Contact Name	<u>Brant Gary</u>	ZIP Code	<u>77441</u>
Business Phone	<u>(281) 346-8809</u>	County	
Cell Phone		Email Address	<u>bgary@fulsheartexas.gov</u>
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	<u>No</u>
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS SERVICES

Selection (X)	
Business Voice	
Business Internet	X
Business TV	

Service Term (Months)	36
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COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	0		
4+ Lines			
Basic Lines	0		
Toll Free Numbers			
Fax Lines			
Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
Voicemail	0		
Enhanced Listings			
Auto-Attendant			

* Voice offers & options not available in all markets

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Speed - Deluxe 50	X	\$109.95
Equipment Fee	X	\$14.95

*Business Internet speed tier selections not available in all markets.
*Internet selections & options not available in all markets.

INTERNET OPTIONS	Selection(X)	Total Cost
Static IP V4/V6 - 1	X	\$19.95
Wi-Fi - Business Wifi Standard	X	\$0.00

Comcast Business Packages

Package Name:

PACKAGE DESCRIPTION

Business TV*

TV SELECTIONS	Selection	Total Cost	
Basic			
Select			
Information & Entertainment			
Variety			
Standard			
Preferred			
TV OPTIONS	Selection	Total Cost	
Sports Pack**			
Canales Selecto			
Music Choice W/Comcast Business TV			
Other			
Other			
TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
mini mDTA/mDTA Type	# of Outlets	NRC	MRC

SMARTOFFICE SELECTIONS

SMARTOFFICE SELECTIONS	Quantity	Unit Cost	Total Cost
Indoor Camera	0	\$0.00	\$0.00
Outdoor Camera	0	\$0.00	\$0.00
Storage			\$0.00

* Not available in home offices or private view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

** Available as add-on to Digital Standard & Digital Deluxe TV Selections only.

CUSTOMER BILLING INFORMATION			
Billing Account Name	<u>City of Fulshear</u>	City	<u>FULSHEAR</u>
Billing Name (3rd Party Accounts)	_____	State	<u>TX</u>
Address 1	<u>30603 FM 1093 RD</u>	ZIP Code	<u>77441</u>
Address 2	_____	Billing Contact Email	_____
Billing Contact Name	<u>Accounts Payable</u>	Billing Contact Phone	<u>(281) 346-1796</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax Number	_____
<small>* If yes, please provide and attach tax exemption certificate</small>			

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Comcast Business Voice, Internet, TV, and Comcast Business SmartOffice™ Services ("Service") carry a 30 day* money back guarantee**. If, within the first 30 days following Service installation, Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for the monthly recurring fee paid for the first 30 days of service, excluding installation charges, fees, taxes and voice usage charges, however, Customer will be charged any remaining payments owed for non-refundable fees (including installation) and other charges. In order to be eligible for the refund, Customer must cancel Service within 30 days after installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

*Comcast Business Trunks and Comcast Business VoiceEdge™ carry a 60 day money back guarantee, subject to the above terms.

**The money back guarantee does not apply to Hospitality Video or Ethernet Services.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .
Signature: _____
Print: _____
Title: _____
Date: _____

FOR COMCAST USE ONLY
Sales Representative: <u>West Div Sales Ops OE West</u>
Sales Representative Code: _____
Sales Manager/Director Name: <u>Mark O'Leary</u>
Sales Manager/Director Approval: _____
Division: <u>West</u>
SmartOffice License Number: _____

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

CUSTOMER INFORMATION (Service Location)

Address 1	<u>6920 KATY FULSHEAR RD</u>	City	<u>FULSHEAR</u>
Address 2	<u></u>	State	<u>TX</u>
Primary Contact Name	<u>Brant Gary</u>	ZIP Code	<u>77441</u>
Business Phone	<u>(281) 346-8809</u>	County	<u></u>
Cell Phone	<u></u>	Email Address	<u>bgary@fulsheartexas.gov</u>
Pager Number	<u></u>	Primary Fax Number	<u></u>

TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location)

Technical Contact Name	<u></u>	Tech Contact On-Site? No	<u></u>
Technical Contact Business	<u></u>	Technical Contact Email	<u></u>
Property Manager Contact Name	<u></u>	Property Mgr. Phone	<u></u>

CUSTOMER BILLING INFORMATION

Billing Account Name	<u>City of Fulshear</u>	City	<u>FULSHEAR</u>
Billing Name (3rd Party)	<u></u>	State	<u>TX</u>
Address 1	<u>30603 FM 1093 RD</u>	ZIP Code	<u>77441</u>
Address 2	<u></u>	Billing Contact	<u></u>
Billing Contact Name	<u>Accounts Payable</u>	Billing Contact	<u>(281) 346-1796</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax	<u></u>

* If yes, please provide and attach tax exemption certificate.

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees:	<u>\$3,283.00</u>
Less Fees Paid by Comcast:*	<u>\$3,283.00</u>
Fees Due Comcast:	<u>\$0.00</u>

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <http://business.comcast.com/terms-conditions/index.aspx>.

Signature: _____

Print: _____

Title: _____

Date: _____

FOR COMCAST USE ONLY

Sales Representative: West Div Sales Ops OE West

Sales Representative Code: _____

Sales Manager/Director Mark O'Leary

Sales Manager/Director _____

Division: West

Lead ID: 17395783

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: TX-395887-JSego	MSA Term: 60 months	Customer Name: City of Fulshear
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CUSTOMER INFORMATION

Primary Contact: Brant Gary	<u>Primary Contact Address Information</u>
Title: Director Planning and Development	Address 1: 30603 FM 1093
Phone: (281) 346-8809	Address 2:
Cell:	City: Fulshear
Fax:	State: TX
Email: bgary@fulsheartexas.gov	Zip Code: 77441

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:
Name:
Title:
Date:

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep: Jim Segovia
Name:	Sales Rep Email: jim_segovia@cable.comcast.com
Title:	Region:
Date:	Division:

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

ATTACHMENT IDENTIFIER: Intrastate Ethernet Transport, Version 1.14

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Transport Services:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Services" means Intrastate Ethernet Transport Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast Business Communications, LLC; or Comcast Phone, LLC or its applicable affiliates and subsidiaries.

Comcast offers the Service in the following states:

California	Colorado	Connecticut	Delaware	Florida	Georgia
Illinois	Indiana	Maryland	Massachusetts	Michigan	Minnesota
New Hampshire	New Jersey	Oregon	Pennsylvania	Tennessee	Texas
Utah	Washington	West Virginia	Virginia		

ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally intrastate. If Customer's use of the Service now or at any time in the future is jurisdictionally interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer's use of Service as jurisdictionally interstate or intrastate, as appropriate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of Service.

ARTICLE 4. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

ARTICLE 5. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 6. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Performance Standards" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty-four (24) months.

7.2 Termination Charges.

A. In the event that Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the Service plus twenty percent (20%).

B. In the event that that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. **Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party charges, incurred by Comcast as a result of the early termination of service by the Customer.

7.3 **Exclusions.** Termination Charges shall not apply to Service terminated by Customer (a) as a result of Comcast's failure to provision Service within the intervals specified in Article 3 of this attachment or (b) as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

7.4 **Portability.** Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to the remaining Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all

installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (A) the upgraded Service (the “Upgraded Service”) must assume the remaining Service Term of the Existing Service; (B) the Upgraded Service must have the same points of termination on Comcast’s network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast’s applicable nonrecurring charges for the upgrade; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

ARTICLE 8. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer’s other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications and performance standards applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

Intrastate Ethernet Transport Version 1.14

Comcast's Ethernet Transport Services ("Service(s)") will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Definitions

1. Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a 30 day period.
2. Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a 30 day period.
3. Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI over a 30 day period.

Service Descriptions

1. **Ethernet Network Service (ENS).** ENS enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The service provides VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS offers three Classes of Service (CoS), as described below. The service is offered with 10/100Mbps, 1Gbps, 10Gbps or 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments starting at 1Mbps.
2. **Ethernet Private Line (EPL).** EPL service enables customers to connect their Customer Premises Equipment (CPE) using an Ethernet interface. EPL service enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast. EPL service provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS), as described below. EPL service is offered with 10/100Mbps, 1Gbps, 10 Gbps or 100 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.
3. **Ethernet Virtual Private Line (EVPL).** EVPL service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service multiplexing capability is not available at sites served by the Comcast HFC. EVPL offers three Classes of Service (CoS) , as described below. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10/100Mbps, 1Gbps, 10 Gbps or 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps.

Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the locations of respective A and Z locations.

- a. Metro. EVC enables connectivity between customer locations within a Comcast defined Metro.
- b. Regional. EVC enables connectivity between customer locations that are in different Comcast defined Metro's, but within Comcast defined geographic Regions.
- c. Continental. EVC enables connectivity between customer locations that are in different Comcast defined geographic Regions.

Technical Specifications and Performance Standards for Services

1. **User-to-Network Interface.** The Services provides the bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Comcast implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. Figure 1 provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10 Mbps	10BaseT	1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR increments

2. **Class of Service (CoS) Options.** As set forth in Figure 2, Comcast Ethernet Transport Services are available with three different classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to each CoS. The performance metrics associated with each CoS are set forth in Attachment A-1.1 to the Product-Specific Attachment for Ethernet Service. As expressed in Figure 2, particular CoS options may not be available by access type.

EVC Area Type	On-Net Fiber	On-Net HFC
Metro	Basic, Priority & Premium	Basic & Priority
Regional	Basic, Priority & Premium	Basic & Priority
Continental	Basic, Priority & Premium	Basic & Priority

Figure 2: Available CoS options by Access Type and EVC Area Type

3. **CoS Identification and Marking.** Customer traffic classification and forwarding is based upon Comcast CoS prioritization that must be specified in service order. It is customer responsibility to shape traffic to ordered bandwidth. If a customer only orders a single CoS solution, they are not required to mark their packets and all customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in service order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If a customer implements a multi-CoS solution or for EVPL ports with service multiplexing, they must mark all packets using C-tag 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. In this case, C-tag VLAN ID values are not relevant as long as they are tagged with a VLAN ID in the range 1 to 4094. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

4. **Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the

Basic service class without altering the customer’s CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

5. **Maximum Frame Size.** Services delivered via Fiber support a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.1Q tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For Services delivered via HFC, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped. For Off-Net Services, MTU may vary by third-party Off-Net provider and transport type.

6. **Customer Traffic Transparency.** All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI, as long as they are mapped into the EVC.

7. **Ethernet Service Frame Disposition.** Different types of Ethernet frames are processed differently by the Service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 7 for Comcast’s service frame disposition for each service frame type.

Service Frame Type	EPL Frame Delivery	EVPL Frame Delivery	ENS Frame Delivery
Unicast	All frames delivered unconditionally	Frames delivered conditionally	All frames delivered unconditionally
Multicast	All frames delivered unconditionally	Frames delivered conditionally	Frames delivered conditionally
Broadcast	All frames delivered unconditionally	Frames delivered conditionally	Frames delivered conditionally

Figure 7: Service Frame Delivery Disposition

8. **Quality of Service (QoS) Buffering.** Figure 8 provides the Quality of Service (QoS) Buffer parameters associated with each UNI Speed.

UNI Speed	QoS Buffer (1600 MTU Frames)	QoS Buffer (9100 MTU Frames)	QoS Buffer (in ms)
10 Mbps	15	2	20
100 Mbps	156	27	20
1 Gbps	1562	274	20
10 Gbps	15625	2747	20
100 Gbps	15625	2747	20

Figure 8: QoS Buffering

9. **Maximum Media Access Control (MAC) Addresses.** ENS Services support a maximum of 2,500 MAC addresses per ENS domain and 250 MAC addresses per UNI.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Intrastate Ethernet Transport Version 1.14

Comcast's Intrastate Ethernet Transport Services is backed by the following Service Level Agreement ("SLA"):

Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Intrastate Ethernet Transport Services PSA or the General Terms and Conditions.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means a complete loss of signal that renders the Service unusable.

Service Level Agreement (SLA)

Company's liability for any Service Issue (individually or collectively, "Liability"), shall be limited to the amounts set forth in the applicable sections.

In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order.

To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for SLA violations. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

Availability SLA

Comcast's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Comcast an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

TABLE 1: SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: SLA for Services provided over On-Net HFC (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

Service Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors Services on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
 - a. Escalation. Reported troubles are escalated within the Comcast Business Services Network Operations Center (BNOC) to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within the Comcast BNOC as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.
 - b. Maintenance. Comcast's standard maintenance window for Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum forty eight (48) hour notice for non-service impacting maintenance. Comcast provides a minimum of seven (7) days' notice for Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate (“CIR”) identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.

Performance Standards

“Performance Standards” are set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Service.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	TIME INTERVAL	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer’s Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer’s users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**Attachment A-1.1
PERFORMANCE SERVICE LEVEL AGREEMENT
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

Intrastate Ethernet Transport Version 1.14

Comcast Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two customer sites are dependent upon the locations of respective A and Z sites.

Access Types

1. **Access.** If A and Z sites reside within the same Market, Performance Tier 1 objectives will apply. If the sites are in different markets, another Performance Tier will apply. Applicable Performance Tier will appear on/with respective Comcast Sales Order Form.

Performance Tiers

1. **Performance Measurement**

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. All latency, Jitter and Packet Loss Performance Metrics are based upon sample one-way measurements taken during a calendar month.

2. **Performance Tier 1 (PT1) Objectives – Within Market**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

3. **Performance Tier 2 (PT2) Objectives**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

4. **Performance Tier 3 (PT3) Objectives**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

5. Performance Tier 4 (PT4) Objectives

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

6. Best Effort

If Comcast is not able to commit to achieving PT4 metrics between any particular A and Z Service Locations, Services will be provided on a Best Effort basis. Therefore, no performance commitments will apply. Best Effort Performance Tier will appear on/with respective Comcast Sales Order Form.

Service Level Agreement (SLA)

Comcast's liability for any Degradation of Service (individually or collectively, "Performance Liability"), shall be limited to 5% of customer's total MRC during applicable billing period. For the purposes of determining credit for any such Liability, the Liability period begins when the Customer reports to Comcast an degradation of service in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

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

AGENDA OF:	November 14, 2017	AGENDA ITEM:	G
DATE SUBMITTED:	November 6, 2017	DEPARTMENT	Public Works/ Planning & Development
PREPARED BY:	Sharon Valiante Director of PW; Brant Gary Exec. Dir. of P&D	PRESENTER:	Sharon Valiante Director of PW; Brant Gary Exec. Dir. of P&D
SUBJECT:	Authorized Professional Service Firms for FY2018		
ATTACHMENTS:	Updated List of Authorized Firms – As Recommended by City Staff		
EXPENDITURE REQUIRED:	Varies/project, but less than \$50,000 per project		
AMOUNT BUDGETED:	Approved Budget for FY 18		
FUNDING ACCOUNT:	Varies		
ADDITIONAL APPROPRIATION REQUIRED:	No		
FUNDING ACCOUNT:	Various		

EXECUTIVE SUMMARY

Per Resolution 2016-311, City Staff reviewed 30 statements of qualifications for Professional Services and found several firms meet the qualifications and have relevant project experience for projects within the City of Fulshear. Staff looked at the specific qualifications for each firm and prepared a Consultant Log that details each firm’s abilities appropriate for City projects. There are 27 firms staff believe will be a great resource pool for various professional services. The list also makes an allowance for the utilization of the designated MUD Engineer/Consultant as needed for projects within MUDs.

The log breaks down the components into broad categories as follows:

- Design Phase Services
 - Project Design, Construction Admin, 3rd Party Review
- Construction Phase Services
 - Construction Management/Inspections
- General Consulting/Engineering Services
 - Planning, Mapping, Environmental, GIS, Plan Reviews, etc.
- Facility Services
 - Planning, Design, CA/CM, 3rd Party Review, etc.

Staff believe the matrix is a comprehensive account of the City’s infrastructure planning and development needs. This process vets a list of firms that staff will utilize to meet the various needs established for FY 18. In addition, vetting the firms allows for an efficient way of doing business to meet the city’s goals and objectives.

City staff also believe the ability to enter into a professional services agreement, as needed, with the individual firms will provide an efficient process to be able to accomplish the City’s goals and objectives timely and effectively. There are certain city projects that will exceed \$25,000 but would not exceed \$50,000, therefore, it would be beneficial to allow staff to seek approval from the City Manager to move those projects forward in a efficient manner.

RECOMMENDATION

Staff recommends that City Council approve:

1. The updated list of firms as recommended by the Professional Services Review Staff for those firms whose qualifications and project experience are deemed appropriate for projects within the City of Fulshear.
2. Authorization for City Staff to engage firms listed in the updated list of firms, as needed for budgeted services/approved projects in order to meet the city's professional services needs within the approved budget for FY 18; not to exceed \$50,000 per agreement for the duration of the fiscal year.

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

FY18 List of Authorized Professional Service Firms

FIRM NAME	Design Phase	Construction Phase	General Consulting/Eng	Facility Svcs.
AARK Engineers	X	X	X	X
Burditt, Inc.			X	X
Bureau Veritas			X	
Clay & Leyendecker	X	X	X	
CN Koehl Forestry				X
DPK Engineering	X	X	X	
Data Transfer Solutions			X	
Dunham Engineers	X	X	X	
Freese Nichols	X	X	X	
FSC Engineering			X	
Geographic Tech. Group			X	
HDR	X	X	X	
HR Green	X	X		
Huitt-Zollars	X			X
Kendig Keast			X	X
Kimley Horn	X	X	X	
KIT Prof.	X	X	X	
Lyle & Perossa			X	
MBCO			X	
McManus & Johnson	X	X	X	
PGAL				X
Project Surveillance		X		
Property Acquisition Svcs			X	
R G Miller	X			
Randall Scott Architects				X
Wendorf Beward			X	
Ziegler Cooper				X
MUD Engineer/Consultant	X		X	