

CONSENT



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: Tommy Kuykendall

COUNCIL MEMBER: Jim Fatheree

COUNCIL MEMBER: Dana Hollingsworth

STAFF:

ACTING CITY MANAGER: Paula Ryan

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MINUTES JANUARY 9, 2018

I. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR JEFF W. ROBERTS AT 6:30 p.m. IN THE FULSHEAR CITY HALL LOCATED AT 30603 FM 1093 RD, FULSHEAR, TEXAS AND ALL CITIZENS WERE WELCOME.

II. QUORUM AND ROLL CALL

A QUORUM WAS PRESENT.

MEMBERS PRESENT:

JEFF W. ROBERTS, MAYOR

KAYE KAHLICH, COUNCIL MEMBER

TOMMY KUYKENDALL, COUNCIL MEMBER

JIM FATHEREE, COUNCIL MEMBER

DANA HOLLINGSWORTH, COUNCIL MEMBER

MEMBERS ABSENT:

STEPHEN GILL, COUNCIL MEMBER

TRICIA KRENEK, MAYOR PRO TEM

CITY STAFF PRESENT:

D. GORDON OFFORD, CITY SECRETARY

BRANT GARY, EXECUTIVE DIRECTOR OF PLANNING & DEVELOPMENT

BYRON BROWN, ASSISTANT CITY ATTORNEY

WES VELA, CHIEF FINANCE OFFICER

ANGELA FRITZ, ECONOMIC DEVELOPMENT DIRECTOR

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OTHERS:
NONE

III. 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

(C) ACQUIRING PROPERTY

_____ A MOTION WAS MADE BY COUNCIL MEMBER KALICH TO ENTER EXECUTIVE SESSION. IT WAS SECONDED BY COUNCIL MEMBER HOLLINGSWORTH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER FATHEREE, HOLLINGSWORTH, KALICH, AND KUYKENDALL

NAYS: NONE

ABSENT: MAYOR PRO TEM KRENEK AND COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT COUNCIL WOULD ENTER INTO EXECUTIVE SESSION AT 6:31 P.M. AND A QUORUM WAS PRESENT.

COUNCIL RECONVENED BACK INTO OPEN SESSION AT 10:08 P.M. AND A QUORUM WAS PRESENT. MAYOR ROBERTS ASKED IF ANY ACTION NEEDED TO BE TAKEN FROM THE EXECUTIVE SESSION. THE COUNCIL RESPONDED UNANIMOUSLY, "NO".

IV. ADJOURNMENT

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

AYES: COUNCIL MEMBER FATHEREE, HOLLINGSWORTH, KALICH, AND KUYKENDALL

NAYS: NONE

ABSENT: MAYOR PRO TEM KRENEK AND COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT COUNCIL IS ADJOURNED AT 10:09 P.M.

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JEFF W. ROBERTS, MAYOR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY



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COUNCIL MEMBER: Stephen Gill

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Tommy Kuykendall

COUNCIL MEMBER: Jim Fatheree

COUNCIL MEMBER: Dana Hollingsworth

STAFF:

ACTING CITY MANAGER: Paula Ryan

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MINUTES JANUARY 29, 2018

I. OPENING

A. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR JEFF W. ROBERTS AT 6:34 P.M. IN THE FULSHEAR CITY HALL ON JANUARY 29, 2018 AND ALL CITIZENS WERE WELCOMED.

B. QUORUM AND ROLL CALL

MAYOR ROBERTS ANNOUNCED THAT A QUORUM WAS PRESENT. HE THANKED COUNCIL MEMBERS AND STAFF FOR BEING PRESENT AND THOSE IN THE AUDIENCE.

PRESENT:

JEFF W. ROBERTS, MAYOR
TRICIA KRENEK, MAYOR PRO TEM
JIM FATHEREE, COUNCIL MEMBER
KAYE KAHLICH, COUNCIL MEMBER
TOMMY KUYKENDALL, COUNCIL MEMBER

ABSENT:

STEPHEN GILL, COUNCIL MEMBER
DANA HOLLINGSWORTH, COUNCIL MEMBER

CITY STAFF:

D. (DIANA) GORDON OFFORD, CITY SECRETARY
PAULA RYAN, ACTING CITY MANAGER
BRANT GARY, EXECUTIVE DIRECTOR OF PLANNING & DEVELOPMENT

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CONTINUE –CITY STAFF:
DAVID LEYENDECKER, CITY ENGINEER

OTHERS:
GERALD GRISSON
TREY DEVILLIER
DON MCCOY

II. CITY MANAGER’S REPORT

PAULA RYAN, ACTING CITY MANAGER, STATED THAT SHE WILL GIVE A FULL UPDATE ON FEBRUARY 6, 2018 WHEN FULL COUNCIL IS PRESENT AND ALSO A STATUS UPDATE ON SELECTING A CITY MANAGER. MS. RYAN INFORMED THE COUNCIL THAT WE HAVE 29 APPLICATIONS.

III. CONSENT ITEMS-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 member(s) may request one or more items to be removed from the consent agenda for a separate discussion and action.

- A. CONSENT AND APPROVAL OF FULBROOK SECTION 5C- REPLAT NO. 1/FINAL PLAT**
- B. CONSENT AND APPROVAL OF BONTERRA AT CROSS CREEK RANCH SECTION 2- PARTIAL REPLAT NO. 1/FINAL PLAT**
- C. CONSENT AND APPROVAL OF BONTERRA AT CROSS CREEK RANCH SECTION 5/FINAL PLAT (2ND REVIEW)**

A MOTION WAS MADE BY COUNCIL MEMBER KUYKENDALL TO APPROVE THE ITEMS ON THE CONSENT AGENDA (ITEMS A, B, AND C). IT WAS SECONDED BY MAYOR PRO TEM KRENEK.

COUNCIL MEMBER KUYKENDALL STATED HE APPRECIATED EVERYONE FOR ARRANGING THE MEETING TO OFFICIAL ACCEPTS THE PLATS INSTEAD OF THEM GETTING APPROVED BY DEFAULT. HE STATED THIS WAY IT LEAVES NO QUESTIONS.

MAYOR PRO TEM KRENEK REINTERATED THE SAME APPRECIATION OF EVERYONE’S TIME.

THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER FATHEREE, KAHLICH, KRENEK, AND KUYKENDALL

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL AND HOLLINGSWORTH

MOTION PASSES

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IV. BUSINESS

A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUSPENSION RESOLUTION NO. 2018-374 REGARDING SI ENERGY GAS RATE INCREASE FILING

MS. RYAN, ACTING CITY MANAGER, EXPLAINED TO THE COUNCIL THAT AN INCREASE FROM SI ENERGY GAS RATE WOULD MEAN AN INCREASE TO 1100 RESIDENTS WHO RESIDE IN CROSS CREEK RANCH AND TWO COMMERCIAL CUSTOMERS. THE RATE INCREASE WOULD BE \$10.53 FOR RESIDENTIAL CUSTOMERS AND 23 AND HALF PERCENT TO THE COMMERCIAL CUSTOMERS PER MONTH. THIS RESOLUTION WILL DELAY THE EFFECTIVE DATE OF THE RATE CHANGE BY 90 DAYS AND ALLOW THE CITIES TO RETAIN LEGAL AUTHORITY OVER THE MATTER. THERE WAS A SHORT DISCUSSION AMONG THE COUNCIL MEMBERS. (FOR ALL SPECIFICS, REQUEST A COPY OF THE TAPE RECORDING)

A MOTION WAS MADE BY COUNCIL MEMBER KAHLICH TO APPROVE SUSPENSION RESOLUTION NO. 2018-374 REGARDING SI ENERGY GAS RATE INCREASE FILING. IT WAS SECONDED BY COUNCIL MEMBER FATHEREE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER FATHEREE, KAHLICH, KRENEK, AND KUYKENDALL

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL AND HOLLINGSWORTH

MOTION PASSES

V. ADJOURNMENT

A MOTION WAS MADE BY MAYOR PRO TEM KRENEK TO ADJOURN AT 6:40 P.M. IT WAS SECONDED BY COUNCIL MEMBER KUYKENDALL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER FATHEREE, KAHLICH, KRENEK, AND KUYKENDALL

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL AND HOLLINGSWORTH

MAYOR ROBERTS ANNOUNCED THAT COUNCIL IS NOW ADJOURNED

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JEFF W. ROBERTS, MAYOR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY



CITY OF FULSHEAR

Finance Department

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

MEMORANDUM

To: Mayor and City Councilmembers
From: Wes Vela, Chief Financial Officer
Date: February 8, 2018
Subject: Monthly Financial Report

Attached you will find the General Fund monthly financial report for the period ended January 31, 2018. This report represents the activity for four (4) months or 33% of the fiscal year for which the total revenues are reported at 34% of budget and total expenditures are reported at 23%.

	Jan-17	Jan-18
Revenues:		
Tax	58.06%	52.38%
License-Permit Revenue	32.00%	27.41%
Grant Revenue	27.00%	1.77%
Service Revenue	31.99%	45.90%
Fines-Forfeitures Revenue	24.21%	39.99%
Interest Earned	177.14%	30.29%
Other Revenue	4.20%	1.22%
Total	36.13%	34.73%

Expenditures:		
Administration	18.16%	27.21%
Municipal Court	27.72%	28.64%
Finance	4.95%	9.13%
Utility Services	35.82%	25.01%
Economic Development	12.18%	22.78%
Communications	0.00%	2.25%
Police	34.56%	31.48%
Emergency Management	3.59%	1.96%
Code Enforcement	0.00%	19.62%
Planning & Development	9.18%	16.79%
Builder Services	21.08%	24.08%
General Facilities	30.14%	17.29%
Public Works & Maint	29.99%	30.80%
Street Department	25.92%	25.27%
Total	22.78%	23.11%

If you have any questions, please don't hesitate to call me at 281.346.8805.

100-General Fund
 FINANCIAL SUMMARY

33.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAX	3,647,013.00	1,255,144.73	1,910,444.09	52.38	1,736,568.91
LICENSE-PERMIT REVENUE	1,807,900.00	130,052.00	495,543.60	27.41	1,312,356.40
GRANT REVENUE	183,000.00	0.00	3,245.77	1.77	179,754.23
SERVICE REVENUE	1,516,475.00	395,014.90	696,052.24	45.90	820,422.76
FINES-FORFIETURES REVENUE	150,700.00	18,430.09	60,262.67	39.99	90,437.33
INTEREST EARNED	40,002.00	4,303.21	12,114.61	30.29	27,887.39
OTHER REVENUE	1,870,961.00	4,895.82	22,917.42	1.22	1,848,043.58
TOTAL REVENUES	9,216,051.00	1,807,840.75	3,200,580.40	34.73	6,015,470.60
EXPENDITURE SUMMARY					
Administration	1,466,038.00	86,645.73	398,914.60	27.21	1,067,123.40
Municipal Court	190,560.00	10,219.66	54,582.53	28.64	135,977.47
Finance	1,445,108.00	20,374.91	131,996.84	9.13	1,313,111.16
Utility Services	935,970.00	12,842.68	234,043.28	25.01	701,926.72
Economic Development	301,300.00	16,085.32	68,649.90	22.78	232,650.10
Communications	70,100.00	1,376.00	1,575.00	2.25	68,525.00
Police Dept	2,149,125.00	168,654.79	676,627.92	31.48	1,472,497.08
Emergency Management	147,520.00	400.00	2,889.68	1.96	144,630.32
Code Enforcement	88,100.00	3,875.42	17,288.42	19.62	70,811.58
Planning & Development	536,670.00	26,080.76	90,095.00	16.79	446,575.00
Builder Services	685,518.00	40,635.79	165,045.87	24.08	520,472.13
General Facilities	459,130.00	14,883.44	79,370.24	17.29	379,759.76
Public Works & Maint	395,784.00	27,770.21	121,894.96	30.80	273,889.04
Streets	345,000.00	26,201.57	87,181.75	25.27	257,818.25
TOTAL EXPENDITURES	9,215,923.00	456,046.28	2,130,155.99	23.11	7,085,767.01
REVENUES OVER/(UNDER) EXPENDITURES	128.00	1,351,794.47	1,070,424.41		(1,070,296.41)

100-General Fund

33.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TAX					
100-41101 Property Tax - Current Year	2,226,613.00	1,151,891.80	1,593,859.20	71.58	632,753.80
100-41102 Property Tax - Delinquent	25,000.00	13,052.08	18,280.58	73.12	6,719.42
100-41103 Property Tax - Penlty & Intrst	10,000.00	1,007.81	2,308.39	23.08	7,691.61
100-41301 Sales & Use Tax Revenue	806,400.00	76,333.82	150,579.62	18.67	655,820.38
100-41302 Mixed Beverage Tax	20,000.00	4,639.02	4,639.02	23.20	15,360.98
100-41501 Franchise Revenue - Electrical	350,000.00	0.00	99,921.27	28.55	250,078.73
100-41503 Franchise Revenue - Telecomm	18,000.00	254.69	5,083.46	28.24	12,916.54
100-41504 Franchise Revenue - Cable TV	108,000.00	0.00	0.00	0.00	108,000.00
100-41506 Franchise Revenue - Gas	14,000.00	3,192.64	10,025.34	71.61	3,974.66
100-41507 Credit Card Fees	43,000.00	4,772.87	19,868.45	46.21	23,131.55
100-41508 Franchise Revenue -Solid Waste	26,000.00	0.00	5,878.76	22.61	20,121.24
TOTAL TAX	3,647,013.00	1,255,144.73	1,910,444.09	52.38	1,736,568.91
LICENSE-PERMIT REVENUE					
100-42002 Registration - HVAC	8,000.00	1,600.00	3,000.00	37.50	5,000.00
100-42003 Registration - Bldg Contractor	35,000.00	8,200.00	15,000.00	42.86	20,000.00
100-42004 Registration - Irrigation	1,200.00	0.00	537.53	44.79	662.47
100-42201 Permit - Electrical	0.00	0.00	220.00	0.00	(220.00)
100-42202 Permit - HVAC	43,000.00	5,095.00	13,610.00	31.65	29,390.00
100-42203 Permit - Bldg Contractor	980,000.00	48,790.50	224,629.07	22.92	755,370.93
100-42204 Permit - Plumbing	65,000.00	6,500.00	22,745.00	34.99	42,255.00
100-42205 Permit - Solicitation	100.00	0.00	0.00	0.00	100.00
100-42207 Permit - Moving & Demolition	100.00	200.00	335.00	335.00	(235.00)
100-42208 Permit - Sign	3,000.00	350.00	3,098.00	103.27	(98.00)
100-42209 Permit - Banner	1,500.00	200.00	870.00	58.00	630.00
100-42210 Permit - Alarm	40,000.00	2,805.00	10,815.00	27.04	29,185.00
100-42300 Liquor License	1,000.00	60.00	60.00	6.00	940.00
100-42700 Inspection Fees	630,000.00	56,251.50	200,624.00	31.85	429,376.00
TOTAL LICENSE-PERMIT REVENUE	1,807,900.00	130,052.00	495,543.60	27.41	1,312,356.40
GRANT REVENUE					
100-43100 Grant Rev - Capital Projects	149,000.00	0.00	0.00	0.00	149,000.00
100-43101 GRANTS - POLICE	19,000.00	0.00	446.17	2.35	18,553.83
100-43102 DEA Overtime Reimbursement	15,000.00	0.00	2,799.60	18.66	12,200.40
TOTAL GRANT REVENUE	183,000.00	0.00	3,245.77	1.77	179,754.23
SERVICE REVENUE					
100-44000 Refund Revenue	175.00	0.00	0.00	0.00	175.00
100-44001 NSF Fees	100.00	70.00	245.00	245.00	(145.00)
100-44010 Plat Review Fees	500.00	0.00	100.00	20.00	400.00
100-44011 Plan Review Fees	410,000.00	296,329.18	375,886.11	91.68	34,113.89
100-44100 Subdivision - Plat Fees	60,000.00	624.04	12,028.88	20.05	47,971.12
100-44101 Subdiv. Infrastructure 1% Fee	220,000.00	22,033.23	101,410.26	46.10	118,589.74
100-44103 Commercial Plat Fees	6,500.00	1,637.08	2,292.08	35.26	4,207.92
100-44500 Penalties	1,200.00	1,091.59	3,159.98	263.33	(1,959.98)
100-44503 Sanitation Revenue	702,000.00	58,011.22	162,500.49	23.15	539,499.51
100-44504 Recycle Revenue	116,000.00	15,218.56	38,429.44	33.13	77,570.56
TOTAL SERVICE REVENUE	1,516,475.00	395,014.90	696,052.24	45.90	820,422.76

100-General Fund

33.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FINES-FORFIETURES REVENUE					
100-45001 Court Fines & Forfeitures	50,000.00	7,110.36	18,642.73	37.29	31,357.27
100-45002 Court Fees	60,000.00	6,266.09	19,764.30	32.94	40,235.70
100-45003 Court Deferred Dispositions	40,000.00	4,569.00	19,437.60	48.59	20,562.40
100-45004 Court Building Security Fund	0.00	149.73	837.17	0.00 (	837.17)
100-45005 Court Technology Fund	0.00	199.64	1,116.24	0.00 (	1,116.24)
100-45007 Court Time Payment Fees Local	0.00	37.70	169.92	0.00 (	169.92)
100-45011 Court-City Justice Fee	700.00	97.57	294.71	42.10	405.29
TOTAL FINES-FORFIETURES REVENUE	150,700.00	18,430.09	60,262.67	39.99	90,437.33
INTEREST EARNED					
100-46000 Interest Revenue	40,000.00	4,302.55	12,112.10	30.28	27,887.90
100-46001 PEG ACCT. INTEREST	2.00	0.66	2.51	125.50 (	0.51)
TOTAL INTEREST EARNED	40,002.00	4,303.21	12,114.61	30.29	27,887.39
OTHER REVENUE					
100-49100 Candidate Filing Fee	200.00	0.00	0.00	0.00	200.00
100-49101 Legal Devlpmnt Reimbursement	40,000.00	0.00	0.00	0.00	40,000.00
100-49103 Suspense - Bank Corrections	0.00	0.00	9,203.67	0.00 (	9,203.67)
100-49150 Sale of Assets	500.00	0.00	0.00	0.00	500.00
100-49200 Miscellaneous Revenue	0.00	2,975.71	5,397.52	0.00 (	5,397.52)
100-49215 Cash Long-Short	0.00	0.02 (	5.98)	0.00	5.98
100-49250 Open Records Revenue	500.00	64.50	199.03	39.81	300.97
100-49530 XFER IN - C/P FUND - 300	195,000.00	0.00	0.00	0.00	195,000.00
100-49550 XFER IN - COF UTLTY FUND 500	193,254.00	0.00	0.00	0.00	193,254.00
100-49555 XFER IN - CCR UTLTY FUND 550	895,321.00	0.00	0.00	0.00	895,321.00
100-49560 XFER IN - 4/A EDC FUND 600	151,648.00	0.00	0.00	0.00	151,648.00
100-49561 XFER IN - 4/A PROJECT FUND 601	91,175.00	0.00	0.00	0.00	91,175.00
100-49562 Xfer In - 4/A Comm Events	24,420.00	0.00	0.00	0.00	24,420.00
100-49570 XFER IN - 4/B EDC FUND 700	151,648.00	0.00	0.00	0.00	151,648.00
100-49571 XFER IN - 4/B PROJECT FUND 701	91,175.00	0.00	0.00	0.00	91,175.00
100-49572 Xfer In - 4/B Comm Events	24,420.00	0.00	0.00	0.00	24,420.00
100-49700 Comm Center -FTB Seniors	0.00	85.59	190.68	0.00 (	190.68)
100-49701 Community Center - Rental	11,350.00	1,770.00	7,432.50	65.48	3,917.50
100-49702 Community Center - Security	350.00	0.00	0.00	0.00	350.00
100-49704 Community Center - Cleaning	0.00	0.00	500.00	0.00 (	500.00)
TOTAL OTHER REVENUE	1,870,961.00	4,895.82	22,917.42	1.22	1,848,043.58
TOTAL REVENUE	9,216,051.00	1,807,840.75	3,200,580.40	34.73	6,015,470.60

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
Administration =====					
PERSONNEL COSTS					
100-5-120-5210-00 Salaries	304,050.00	24,786.12	112,253.34	36.92	191,796.66
100-5-120-5210-01 Wages	117,684.00	7,515.20	30,158.19	25.63	87,525.81
100-5-120-5210-02 Overtime	2,000.00	0.00	77.91	3.90	1,922.09
100-5-120-5210-03 Auto Allowance	4,800.00	369.24	1,556.96	32.44	3,243.04
100-5-120-5216-01 Mayor Compensation	9,600.00	800.00	3,200.00	33.33	6,400.00
100-5-120-5216-02 Elected Officials Pay	18,000.00	1,800.00	7,140.00	39.67	10,860.00
100-5-120-5230-00 Payroll Tax Expense	32,263.00	2,469.46	12,755.88	39.54	19,507.12
100-5-120-5235-00 Employee Health Benefits	43,656.00	4,370.13	17,480.52	40.04	26,175.48
100-5-120-5238-00 Retirement Contribution	31,028.00	2,525.42	8,876.56	28.61	22,151.44
100-5-120-5239-00 Worker's Compensation	1,017.00	0.00	2,190.00	215.34 (	1,173.00)
100-5-120-5240-00 Unemployment	950.00	0.00	0.00	0.00	950.00
TOTAL PERSONNEL COSTS	565,048.00	44,635.57	195,689.36	34.63	369,358.64
SUPPLIES					
100-5-120-5311-00 Supplies	15,825.00 (	83.75)	2,906.37	18.37	12,918.63
100-5-120-5314-00 Publications/Ref Material	2,500.00	0.00	48.50	1.94	2,451.50
100-5-120-5315-00 Postage	5,500.00	403.88	1,731.05	31.47	3,768.95
100-5-120-5316-00 Minor Tools & Equipment	7,500.00	0.00	0.00	0.00	7,500.00
100-5-120-5317-00 Commemoratives	2,500.00	0.00	81.00	3.24	2,419.00
100-5-120-5326-00 Uniforms/Shirts	2,500.00	835.50	835.50	33.42	1,664.50
100-5-120-5363-00 Fuel/Oil Expense	2,500.00	0.00	58.34	2.33	2,441.66
100-5-120-5363-01 Auto Repair/Maintenance	2,500.00	90.00	126.00	5.04	2,374.00
100-5-120-5381-00 Meeting Expenses	5,000.00	50.00	908.33	18.17	4,091.67
100-5-120-5381-05 Staff Relations	5,500.00	0.00	1,595.95	29.02	3,904.05
100-5-120-5382-00 Grants - Economic Development	50,000.00	0.00	0.00	0.00	50,000.00
100-5-120-5382-01 Grants - HGAC Livable Centers	38,500.00	0.00	0.00	0.00	38,500.00
TOTAL SUPPLIES	140,325.00	1,295.63	8,291.04	5.91	132,033.96
CONTRACTUAL					
100-5-120-5411-00 Prof. Services - Legal	400,000.00	31,325.15	147,251.62	36.81	252,748.38
100-5-120-5411-02 Prof. Services-Legal-LCISD	1,000.00	0.00	0.00	0.00	1,000.00
100-5-120-5411-10 Prof. Services - Consulting	100,000.00	7,790.76	8,322.40	8.32	91,677.60
100-5-120-5411-13 Prof. Services - I.T.	0.00	0.00	3,975.00	0.00 (	3,975.00)
100-5-120-5414-02 Keep Fulshear Beautiful	5,500.00	0.00	2,786.83	50.67	2,713.17
100-5-120-5414-03 Community Events	48,840.00	0.00	9,590.58	19.64	39,249.42
100-5-120-5424-00 Elections	5,000.00	0.00	0.00	0.00	5,000.00
100-5-120-5434-00 Telecommunications	7,000.00	0.00	1,325.70	18.94	5,674.30
100-5-120-5461-04 Codification	6,500.00	0.00	10,562.17	162.49 (	4,062.17)
100-5-120-5467-00 Drug Screenings/Evaluations	1,200.00	0.00	0.00	0.00	1,200.00
100-5-120-5468-01 Railroad Pipeline Rental	600.00	0.00	0.00	0.00	600.00
100-5-120-5469-01 Equipment Rental	6,500.00	682.15	2,110.48	32.47	4,389.52
TOTAL CONTRACTUAL	582,140.00	39,798.06	185,924.78	31.94	396,215.22

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
OTHER CHARGES					
100-5-120-5515-00 Advertising	1,500.00	0.00	0.00	0.00	1,500.00
100-5-120-5520-00 Printing	650.00	0.00	0.00	0.00	650.00
100-5-120-5526-00 Public Notices	5,000.00	483.11	1,398.88	27.98	3,601.12
100-5-120-5526-01 County Recording Fees	3,500.00	0.00	0.00	0.00	3,500.00
100-5-120-5526-05 Open Records Expenses	4,250.00	0.00	0.00	0.00	4,250.00
100-5-120-5527-00 Dues & Memberships	8,500.00	30.00	1,999.97	23.53	6,500.03
100-5-120-5528-00 Travel & Training	22,000.00	403.36	3,942.88	17.92	18,057.12
100-5-120-5529-00 Miscellaneous Expenses	0.00	0.00	94.18	0.00	(94.18)
100-5-120-5530-00 Contingency - Merit Adjustment	35,000.00	0.00	0.00	0.00	35,000.00
100-5-120-5540-02 Software Maintenance	0.00	0.00	1,573.51	0.00	(1,573.51)
100-5-120-5599-00 Vehicle Replacement Fee	3,125.00	0.00	0.00	0.00	3,125.00
TOTAL OTHER CHARGES	83,525.00	916.47	9,009.42	10.79	74,515.58
CAPITAL OUTLAY					
TRANSFERS					
100-5-120-5900-51 XFER OUT - COF CP Fund 501	95,000.00	0.00	0.00	0.00	95,000.00
TOTAL TRANSFERS	95,000.00	0.00	0.00	0.00	95,000.00
TOTAL Administration	1,466,038.00	86,645.73	398,914.60	27.21	1,067,123.40
Municipal Court					
PERSONNEL COSTS					
100-5-140-5210-00 Salaries	56,228.00	4,433.34	17,733.36	31.54	38,494.64
100-5-140-5210-01 Wages	37,482.00	2,883.20	10,812.00	28.85	26,670.00
100-5-140-5210-02 Overtime	1,000.00	0.00	27.03	2.70	972.97
100-5-140-5230-00 Payroll Tax Expense	7,169.00	467.46	2,001.98	27.93	5,167.02
100-5-140-5235-00 Employee Health Benefits	17,463.00	1,454.50	5,818.00	33.32	11,645.00
100-5-140-5238-00 Retirement Contribution	7,237.00	565.58	1,747.44	24.15	5,489.56
100-5-140-5239-00 Workers Compensation	750.00	0.00	0.00	0.00	750.00
100-5-140-5240-00 Unemployment	226.00	0.00	0.00	0.00	226.00
100-5-140-5250-00 Vacation Pay Out	380.00	0.00	0.00	0.00	380.00
TOTAL PERSONNEL COSTS	127,935.00	9,804.08	38,139.81	29.81	89,795.19
SUPPLIES					
100-5-140-5311-00 Supplies	2,000.00	0.00	188.89	9.44	1,811.11
100-5-140-5314-00 Publications/Ref Material	400.00	0.00	0.00	0.00	400.00
100-5-140-5316-00 Minor Tools & Equipment	3,000.00	0.00	110.00	3.67	2,890.00
100-5-140-5326-00 Uniforms/Shirts	325.00	123.00	123.00	37.85	202.00
TOTAL SUPPLIES	5,725.00	123.00	421.89	7.37	5,303.11
CONTRACTUAL					
100-5-140-5411-00 Prof. Services - Legal	16,500.00	0.00	3,589.00	21.75	12,911.00
100-5-140-5411-03 Prof. Services - Judge	20,000.00	0.00	4,400.00	22.00	15,600.00
100-5-140-5411-06 Building Security - Bailiff	1,000.00	0.00	0.00	0.00	1,000.00

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-140-5411-07 Prof. Services - Juror Fees	500.00	0.00	0.00	0.00	500.00
100-5-140-5411-08 Prof. Services - Interpreter	2,000.00	0.00	225.00	11.25	1,775.00
100-5-140-5434-00 Telecommunications	900.00	0.00	136.99	15.22	763.01
TOTAL CONTRACTUAL	40,900.00	0.00	8,350.99	20.42	32,549.01
OTHER CHARGES					
100-5-140-5520-00 Printing	400.00	0.00	49.43	12.36	350.57
100-5-140-5527-00 Dues & Memberships	600.00	0.00	120.00	20.00	480.00
100-5-140-5528-00 Travel & Training	4,000.00	292.58	1,735.14	43.38	2,264.86
100-5-140-5529-00 Miscellaneous Expense	500.00	0.00	0.00	0.00	500.00
100-5-140-5540-02 Software Maintenance	10,500.00	0.00	5,765.27	54.91	4,734.73
TOTAL OTHER CHARGES	16,000.00	292.58	7,669.84	47.94	8,330.16
CAPITAL OUTLAY					
TOTAL Municipal Court	190,560.00	10,219.66	54,582.53	28.64	135,977.47
Finance =====					
PERSONNEL COSTS					
100-5-160-5210-00 Salaries	159,621.00	12,498.16	52,776.66	33.06	106,844.34
100-5-160-5210-01 Wages	28,795.00	1,159.37	4,869.68	16.91	23,925.32
100-5-160-5210-02 Overtime	1,000.00	0.00	0.00	0.00	1,000.00
100-5-160-5210-03 Auto Allowance	4,800.00	369.24	1,476.96	30.77	3,323.04
100-5-160-5230-00 Payroll Tax Expense	14,414.00	950.71	4,086.48	28.35	10,327.52
100-5-160-5235-00 Employee Health Benefits	17,463.00	0.00	0.00	0.00	17,463.00
100-5-160-5238-00 Retirement Contribution	14,550.00	1,084.27	3,591.64	24.68	10,958.36
100-5-160-5239-00 Worker's Compensation	454.00	454.00	454.00	100.00	0.00
100-5-160-5240-00 Unemployment	761.00	0.00	0.00	0.00	761.00
100-5-160-5250-00 Vacation Pay Out	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL PERSONNEL COSTS	251,858.00	16,515.75	67,255.42	26.70	184,602.58
SUPPLIES					
100-5-160-5311-00 Supplies	2,875.00	0.00	389.14	13.54	2,485.86
100-5-160-5314-00 Publications/Ref Materials	625.00	0.00	0.00	0.00	625.00
100-5-160-5316-00 Minor Tools & Equipment	2,800.00	0.00	0.00	0.00	2,800.00
100-5-160-5326-00 Uniforms/Shirts	300.00	198.00	198.00	66.00	102.00
100-5-160-5381-97 MUD 1 Property Tax Rebate	49,844.00	0.00	0.00	0.00	49,844.00
100-5-160-5381-98 CCR MUDs Prop Tax Rebate	637,830.00	0.00	0.00	0.00	637,830.00
TOTAL SUPPLIES	694,274.00	198.00	587.14	0.08	693,686.86
CONTRACTUAL					
100-5-160-5411-09 Prof. Services - Audit	35,000.00	0.00	15,858.00	45.31	19,142.00
100-5-160-5421-01 Insurance - General Liability	3,500.00	0.00	3,803.62	108.67	(303.62)
100-5-160-5421-02 Insurance - Auto Liability	9,000.00	0.00	7,837.98	87.09	1,162.02
100-5-160-5421-03 Insurance W/C Contribution	2,500.00	0.00	0.00	0.00	2,500.00
100-5-160-5421-04 Errors & Omissions	7,000.00	0.00	5,902.54	84.32	1,097.46
100-5-160-5421-05 Insurance - Bonding	2,000.00	0.00	463.00	23.15	1,537.00

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-160-5425-00 Merchant Service Fees	30,000.00	3,624.43	13,798.57	46.00	16,201.43
100-5-160-5426-00 Tax Assessor/Collector Fees	12,500.00	5.21	9,029.40	72.24	3,470.60
100-5-160-5434-00 Telecommunications	4,500.00	0.00	0.00	0.00	4,500.00
100-5-160-5475-00 Bank Charges	500.00	31.52	465.16	93.03	34.84
100-5-160-5475-01 Credit Card Fees	600.00	0.00	39.00	6.50	561.00
100-5-160-5475-03 Tax Penalties	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL CONTRACTUAL	108,300.00	3,661.16	57,197.27	52.81	51,102.73
OTHER CHARGES					
100-5-160-5527-00 Dues & Memberships	2,500.00	0.00	261.00	10.44	2,239.00
100-5-160-5528-00 Travel & Training	7,500.00	0.00	1,831.27	24.42	5,668.73
100-5-160-5530-00 THP Commitment	364,476.00	0.00	0.00	0.00	364,476.00
100-5-160-5531-01 Tuition Assistance Program	0.00	0.00	481.50	0.00	(481.50)
100-5-160-5540-02 Software Maintenance	16,200.00	0.00	4,383.24	27.06	11,816.76
TOTAL OTHER CHARGES	390,676.00	0.00	6,957.01	1.78	383,718.99
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TOTAL Finance	1,445,108.00	20,374.91	131,996.84	9.13	1,313,111.16
Utility Services =====					
PERSONNEL COSTS					
100-5-170-5210-00 Salaries	54,866.00	4,325.96	17,303.84	31.54	37,562.16
100-5-170-5210-01 Wages	52,939.00	3,772.63	16,556.17	31.27	36,382.83
100-5-170-5210-02 Overtime	1,800.00	0.00	221.15	12.29	1,578.85
100-5-170-5230-00 Payroll Tax Expense	8,247.00	569.75	2,730.14	33.10	5,516.86
100-5-170-5235-00 Employee Health Benefits	17,463.00	727.25	2,909.00	16.66	14,554.00
100-5-170-5238-00 Retirement Contribution	8,325.00	626.02	2,070.63	24.87	6,254.37
100-5-170-5239-00 Workers Compensation	260.00	174.00	174.00	66.92	86.00
100-5-170-5240-00 Unemployment	570.00	0.00	0.00	0.00	570.00
TOTAL PERSONNEL COSTS	144,470.00	10,195.61	41,964.93	29.05	102,505.07
SUPPLIES					
100-5-170-5311-00 Supplies	2,500.00	79.92	499.90	20.00	2,000.10
100-5-170-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
100-5-170-5315-00 Postage	20,000.00	1,376.00	5,495.55	27.48	14,504.45
100-5-170-5316-00 Minor Tools & Equipment	4,500.00	0.00	0.00	0.00	4,500.00
100-5-170-5326-00 Uniforms/Shirts	450.00	423.00	423.00	94.00	27.00
100-5-170-5380-00 Public Relations	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL SUPPLIES	30,450.00	1,878.92	6,418.45	21.08	24,031.55
CONTRACTUAL					
100-5-170-5411-10 Prof. Services - Consulting	5,000.00	0.00	120,871.68	2,417.43	(115,871.68)
100-5-170-5434-00 Telecommunications	1,000.00	0.00	136.99	13.70	863.01
100-5-170-5461-02 Contract - Sanitation Services	720,000.00	0.00	59,081.64	8.21	660,918.36
100-5-170-5469-01 Equipment Rental	3,300.00	563.57	1,398.62	42.38	1,901.38
TOTAL CONTRACTUAL	729,300.00	563.57	181,488.93	24.89	547,811.07

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
OTHER CHARGES					
100-5-170-5515-00 Advertising	500.00	0.00	0.00	0.00	500.00
100-5-170-5520-00 Printing	3,000.00	0.00	0.00	0.00	3,000.00
100-5-170-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
100-5-170-5528-00 Travel & Training	2,000.00	2.18	246.13	12.31	1,753.87
100-5-170-5529-00 Contingency	1,000.00	0.00	0.00	0.00	1,000.00
100-5-170-5540-02 Software Maintenance	24,800.00	202.40	3,924.84	15.83	20,875.16
TOTAL OTHER CHARGES	31,750.00	204.58	4,170.97	13.14	27,579.03
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TOTAL Utility Services	935,970.00	12,842.68	234,043.28	25.01	701,926.72
Economic Development					
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PERSONNEL COSTS					
100-5-180-5210-00 Salaries	147,795.00	11,699.96	46,799.84	31.67	100,995.16
100-5-180-5210-03 Auto Allowance	4,800.00	369.24	1,476.96	30.77	3,323.04
100-5-180-5230-00 Payroll Tax Expense	13,111.00	858.66	3,904.51	29.78	9,206.49
100-5-180-5235-00 Employee Health Benefits	17,463.00	1,454.50	5,818.00	33.32	11,645.00
100-5-180-5238-00 Retirement Contribution	12,914.00	932.96	2,946.08	22.81	9,967.92
100-5-180-5239-00 Workers Compensation	367.00	0.00	0.00	0.00	367.00
100-5-180-5240-00 Unemployment	380.00	0.00	0.00	0.00	380.00
TOTAL PERSONNEL COSTS	196,830.00	15,315.32	60,945.39	30.96	135,884.61
SUPPLIES					
100-5-180-5311-00 Supplies	2,500.00	0.00	19.98	0.80	2,480.02
100-5-180-5314-00 Publications/Ref Material	730.00	20.00	200.00	27.40	530.00
100-5-180-5316-00 Minor Tools & Equipment	2,000.00	0.00	0.00	0.00	2,000.00
100-5-180-5326-00 Uniforms/Shirts	300.00	0.00	0.00	0.00	300.00
100-5-180-5381-00 Meeting Expenses	1,000.00	0.00	72.27	7.23	927.73
TOTAL SUPPLIES	6,530.00	20.00	292.25	4.48	6,237.75
CONTRACTUAL					
100-5-180-5411-10 Prof. Services - Consulting	20,000.00	750.00	750.00	3.75	19,250.00
100-5-180-5434-00 Telecommunications	1,800.00	0.00	479.36	26.63	1,320.64
100-5-180-5472-00 Business Devlpmnt & Retention	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL CONTRACTUAL	26,800.00	750.00	1,229.36	4.59	25,570.64
OTHER CHARGES					
100-5-180-5520-00 Printing	2,500.00	0.00	0.00	0.00	2,500.00
100-5-180-5527-00 Dues & Memberships	1,740.00	0.00	223.74	12.86	1,516.26
100-5-180-5527-01 Dues & Memberships - Org.	24,000.00	0.00	0.00	0.00	24,000.00
100-5-180-5528-00 Travel & Training	11,500.00	0.00	5,959.16	51.82	5,540.84
100-5-180-5530-00 Technology Maintenance	30,400.00	0.00	0.00	0.00	30,400.00
100-5-180-5531-00 Mileage	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL OTHER CHARGES	71,140.00	0.00	6,182.90	8.69	64,957.10
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TOTAL Economic Development	301,300.00	16,085.32	68,649.90	22.78	232,650.10

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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Communications
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SUPPLIES					
100-5-185-5311-00 Supplies	500.00	176.00	375.00	75.00	125.00
100-5-185-5316-00 Minor Tools & Equipment	14,000.00	0.00	0.00	0.00	14,000.00
100-5-185-5380-00 Public Relations	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL SUPPLIES	17,000.00	176.00	375.00	2.21	16,625.00

CONTRACTUAL					
100-5-185-5411-13 Prof. Services - I.T.	30,000.00	0.00	0.00	0.00	30,000.00
TOTAL CONTRACTUAL	30,000.00	0.00	0.00	0.00	30,000.00

OTHER CHARGES					
100-5-185-5527-00 Dues & Memberships	500.00	0.00	0.00	0.00	500.00
100-5-185-5527-02 Annual Subscription Services	6,000.00	0.00	0.00	0.00	6,000.00
100-5-185-5528-00 Travel & Training	4,000.00	0.00	0.00	0.00	4,000.00
100-5-185-5530-00 Technology Maintenance	11,400.00	1,200.00	1,200.00	10.53	10,200.00
100-5-185-5540-02 Software Maintenance	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL OTHER CHARGES	23,100.00	1,200.00	1,200.00	5.19	21,900.00

TOTAL Communications	70,100.00	1,376.00	1,575.00	2.25	68,525.00
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Police Dept
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PERSONNEL COSTS					
100-5-210-5210-00 Salaries	184,598.00	14,199.86	60,349.40	32.69	124,248.60
100-5-210-5210-01 Wages	1,027,261.00	94,551.75	347,513.32	33.83	679,747.68
100-5-210-5210-02 Overtime	11,650.00	150.44	2,004.50	17.21	9,645.50
100-5-210-5210-04 Overtime - DEA Funded	21,000.00	302.64	1,536.48	7.32	19,463.52
100-5-210-5210-05 Holiday Worked - Wage	36,000.00	9,031.86	21,270.93	59.09	14,729.07
100-5-210-5210-06 Overtime - Grant Funded	5,000.00	184.60	738.40	14.77	4,261.60
100-5-210-5230-00 Payroll Tax Expense	92,901.00	8,196.57	34,226.93	36.84	58,674.07
100-5-210-5235-00 Employee Health Benefits	174,625.00	15,272.25	58,459.23	33.48	116,165.77
100-5-210-5238-00 Retirement Contribution	92,061.00	9,153.96	26,667.49	28.97	65,393.51
100-5-210-5239-00 Workers Compensation	27,814.00	1,044.00	27,813.68	100.00	0.32
100-5-210-5240-00 Unemployment	3,802.00	0.00	0.00	0.00	3,802.00
TOTAL PERSONNEL COSTS	1,676,712.00	152,087.93	580,580.36	34.63	1,096,131.64

SUPPLIES					
100-5-210-5311-00 Supplies	3,000.00	131.99	986.95	32.90	2,013.05
100-5-210-5311-05 Supplies - Police Duty	28,978.00	401.09	7,751.09	26.75	21,226.91
100-5-210-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
100-5-210-5316-00 Minor Tools & Equipment	85,498.00	9,723.85	11,865.91	13.88	73,632.09
100-5-210-5317-00 Commemoratives	500.00	0.00	0.00	0.00	500.00
100-5-210-5326-00 Uniforms/Shirts	16,300.00	2,604.05	6,511.41	39.95	9,788.59
100-5-210-5363-00 Fuel/Oil Expense	58,885.00	0.00	9,817.98	16.67	49,067.02

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-210-5363-01 Auto Repair/Maintenance	38,873.00	2,675.96	7,896.58	20.31	30,976.42
100-5-210-5364-00 Investigations	6,000.00	0.00	0.00	0.00	6,000.00
100-5-210-5380-00 Public Relations	1,200.00	0.00	49.95	4.16	1,150.05
TOTAL SUPPLIES	239,734.00	15,536.94	44,879.87	18.72	194,854.13
CONTRACTUAL					
100-5-210-5411-10 Prof. Services - Consulting	12,500.00	0.00	0.00	0.00	12,500.00
100-5-210-5421-01 Insurance General Liability	14,000.00	0.00	13,268.22	94.77	731.78
100-5-210-5421-02 Insurance - Auto Liability	15,032.00	0.00	15,501.64	103.12 (	469.64)
100-5-210-5421-04 Errors & Omissions	1,000.00	0.00	0.00	0.00	1,000.00
100-5-210-5430-00 Telecommunications-Web	3,688.00	0.00	0.00	0.00	3,688.00
100-5-210-5434-00 Telecommunications	16,726.00	0.00	3,597.98	21.51	13,128.02
100-5-210-5467-00 Testing & Support Services	8,100.00	0.00	625.00	7.72	7,475.00
100-5-210-5469-01 Equipment Rental	11,700.00	604.92	983.77	8.41	10,716.23
TOTAL CONTRACTUAL	82,746.00	604.92	33,976.61	41.06	48,769.39
OTHER CHARGES					
100-5-210-5520-00 Printing	1,500.00	0.00	104.00	6.93	1,396.00
100-5-210-5527-00 Dues & Memberships	2,350.00	75.00	450.48	19.17	1,899.52
100-5-210-5528-00 Travel & Training	18,000.00	350.00	1,869.90	10.39	16,130.10
100-5-210-5529-00 Miscellaneous Expenses	8,500.00	0.00	2,385.96	28.07	6,114.04
100-5-210-5530-00 Technology Maintenance	12,783.00	0.00	11,257.24	88.06	1,525.76
100-5-210-5531-01 Tuition Assistance Program	6,000.00	0.00	1,123.50	18.73	4,876.50
100-5-210-5599-00 Vehicle Replacement Fee	100,800.00	0.00	0.00	0.00	100,800.00
TOTAL OTHER CHARGES	149,933.00	425.00	17,191.08	11.47	132,741.92
CAPITAL OUTLAY					
TOTAL Police Dept	2,149,125.00	168,654.79	676,627.92	31.48	1,472,497.08
Emergency Management					
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PERSONNEL COSTS					
100-5-230-5210-02 Overtime	5,500.00	0.00	0.00	0.00	5,500.00
100-5-230-5230-00 Payroll Tax Expense	750.00	0.00	0.00	0.00	750.00
TOTAL PERSONNEL COSTS	6,250.00	0.00	0.00	0.00	6,250.00
SUPPLIES					
100-5-230-5311-00 Supplies	4,500.00	0.00	807.29	17.94	3,692.71
100-5-230-5311-01 Occupation Supplies	3,500.00	0.00	0.00	0.00	3,500.00
100-5-230-5314-00 Publications/Ref Material	500.00	0.00	10.00	2.00	490.00
100-5-230-5316-00 Minor Tools & Equipment	9,700.00	0.00	761.00	7.85	8,939.00
100-5-230-5317-00 Commemoratives	1,200.00	0.00	0.00	0.00	1,200.00
100-5-230-5363-00 Fuel/Oil Expense	11,700.00	400.00	1,206.00	10.31	10,494.00
100-5-230-5381-00 Meeting Expenses	2,700.00	0.00	0.00	0.00	2,700.00
TOTAL SUPPLIES	33,800.00	400.00	2,784.29	8.24	31,015.71

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CONTRACTUAL					
100-5-230-5411-10 Prof. Services - Consulting	1,200.00	0.00	0.00	0.00	1,200.00
100-5-230-5411-13 Prof. Services I.T.	500.00	0.00	0.00	0.00	500.00
100-5-230-5434-00 Telecommunications	24,720.00	0.00	105.39	0.43	24,614.61
100-5-230-5469-01 Equipment Rental	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL CONTRACTUAL	28,420.00	0.00	105.39	0.37	28,314.61
OTHER CHARGES					
100-5-230-5515-00 Advertising	150.00	0.00	0.00	0.00	150.00
100-5-230-5520-00 Printing	300.00	0.00	0.00	0.00	300.00
100-5-230-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
100-5-230-5528-00 Travel & Training	2,500.00	0.00	0.00	0.00	2,500.00
100-5-230-5529-00 Miscellaneous Expense	650.00	0.00	0.00	0.00	650.00
TOTAL OTHER CHARGES	4,050.00	0.00	0.00	0.00	4,050.00
CAPITAL OUTLAY					
100-5-230-5600-00 Capital Outlay - Equipment	75,000.00	0.00	0.00	0.00	75,000.00
TOTAL CAPITAL OUTLAY	75,000.00	0.00	0.00	0.00	75,000.00
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TOTAL Emergency Management	147,520.00	400.00	2,889.68	1.96	144,630.32
Code Enforcement					
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PERSONNEL COSTS					
100-5-250-5210-01 Wages	47,295.00	3,344.00	13,449.15	28.44	33,845.85
100-5-250-5210-02 Overtime	1,000.00	0.00	0.00	0.00	1,000.00
100-5-250-5230-00 Payroll Tax Expense	3,618.00	237.92	972.30	26.87	2,645.70
100-5-250-5235-00 Employee Health Benefits	8,731.00	0.00	0.00	0.00	8,731.00
100-5-250-5238-00 Retirement Contribution	1,512.00	258.50	820.33	54.25	691.67
100-5-250-5239-00 Workers' Compensation	259.00	0.00	0.00	0.00	259.00
100-5-250-5240-00 Unemployment	190.00	0.00	0.00	0.00	190.00
TOTAL PERSONNEL COSTS	62,605.00	3,840.42	15,241.78	24.35	47,363.22
SUPPLIES					
100-5-250-5311-00 Supplies	200.00	0.00	49.97	24.99	150.03
100-5-250-5314-00 Publications/Ref Material	300.00	0.00	0.00	0.00	300.00
100-5-250-5316-00 Minor Tools & Equipment	7,100.00	0.00	0.00	0.00	7,100.00
100-5-250-5326-00 Uniforms/Shirts	350.00	0.00	280.42	80.12	69.58
100-5-250-5363-00 Fuel/Oil Expense	3,400.00	0.00	0.00	0.00	3,400.00
100-5-250-5363-01 Auto Repair/Maintenance	3,600.00	35.00	1,007.46	27.99	2,592.54
TOTAL SUPPLIES	14,950.00	35.00	1,337.85	8.95	13,612.15
CONTRACTUAL					
100-5-250-5434-00 Telecommunications	720.00	0.00	0.00	0.00	720.00
100-5-250-5461-00 Pro Serv.- Demo-/Prop Upkeep	5,500.00	0.00	0.00	0.00	5,500.00
TOTAL CONTRACTUAL	6,220.00	0.00	0.00	0.00	6,220.00

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
OTHER CHARGES					
100-5-250-5527-00 Dues & Memberships	200.00	0.00	50.00	25.00	150.00
100-5-250-5528-00 Travel & Training	1,000.00	0.00	658.79	65.88	341.21
100-5-250-5599-00 Vehicle Replacement Fee	3,125.00	0.00	0.00	0.00	3,125.00
TOTAL OTHER CHARGES	4,325.00	0.00	708.79	16.39	3,616.21
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TOTAL Code Enforcement	88,100.00	3,875.42	17,288.42	19.62	70,811.58
Planning & Development					
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PERSONNEL COSTS					
100-5-400-5210-00 Salaries	167,670.00	7,705.40	30,821.61	18.38	136,848.39
100-5-400-5210-03 Auto Allowance	8,400.00	369.24	1,476.96	17.58	6,923.04
100-5-400-5230-00 Payroll Tax Expense	12,827.00	574.46	2,612.48	20.37	10,214.52
100-5-400-5235-00 Employee Health Benefits	15,280.00	727.25	2,909.00	19.04	12,371.00
100-5-400-5238-00 Retirement Contribution	12,061.00	624.16	1,970.99	16.34	10,090.01
100-5-400-5239-00 Workers Compensation	242.00	0.00	0.00	0.00	242.00
100-5-400-5240-00 Unemployment	190.00	0.00	0.00	0.00	190.00
TOTAL PERSONNEL COSTS	216,670.00	10,000.51	39,791.04	18.36	176,878.96
SUPPLIES					
100-5-400-5311-00 Supplies	3,500.00	0.00	74.09	2.12	3,425.91
100-5-400-5314-00 Publications/Ref Material	1,200.00	0.00	0.00	0.00	1,200.00
100-5-400-5316-00 Minor Tools & Equipment	8,500.00	0.00	0.00	0.00	8,500.00
100-5-400-5326-00 Uniforms/Shirts	300.00	0.00	0.00	0.00	300.00
100-5-400-5363-00 Fuel/Oil Expense	2,500.00	0.00	0.00	0.00	2,500.00
100-5-400-5363-01 Auto Repair/Maintenance	1,500.00	13.00	13.00	0.87	1,487.00
TOTAL SUPPLIES	17,500.00	13.00	87.09	0.50	17,412.91
CONTRACTUAL					
100-5-400-5411-10 Prof. Services - Consulting	100,000.00	15,883.00	41,288.00	41.29	58,712.00
100-5-400-5411-11 Prof. Services - Engineering	100,000.00	0.00	0.00	0.00	100,000.00
100-5-400-5434-00 Telecommunications	1,000.00	0.00	287.62	28.76	712.38
100-5-400-5469-01 Equipment Rental	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL CONTRACTUAL	202,000.00	15,883.00	41,575.62	20.58	160,424.38
OTHER CHARGES					
100-5-400-5527-00 Dues & Memberships	1,500.00	0.00	0.00	0.00	1,500.00
100-5-400-5528-00 Travel & Training	10,000.00	155.00	155.00	1.55	9,845.00
100-5-400-5529-00 Miscellaneous Expense	1,000.00	3.79	3.79	0.38	996.21
100-5-400-5540-02 Software Maintenance	88,000.00	25.46	8,482.46	9.64	79,517.54
TOTAL OTHER CHARGES	100,500.00	184.25	8,641.25	8.60	91,858.75
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TOTAL Planning & Development	536,670.00	26,080.76	90,095.00	16.79	446,575.00

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
Builder Services					
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PERSONNEL COSTS					
100-5-450-5210-00 Salaries	144,549.00	11,239.40	45,031.64	31.15	99,517.36
100-5-450-5210-01 Wages	231,478.00	17,963.55	70,744.37	30.56	160,733.63
100-5-450-5210-02 Overtime	5,500.00	34.80	34.80	0.63	5,465.20
100-5-450-5230-00 Payroll Tax Expense	28,766.00	1,970.88	8,879.20	30.87	19,886.80
100-5-450-5235-00 Employee Health Benefits	61,119.00	4,363.50	19,635.75	32.13	41,483.25
100-5-450-5238-00 Retirement Contribution	29,039.00	2,260.05	7,073.52	24.36	21,965.48
100-5-450-5239-00 Workers Compensation	2,237.00	160.00	2,237.00	100.00	0.00
100-5-450-5240-00 Unemployment	1,330.00	0.00	0.00	0.00	1,330.00
TOTAL PERSONNEL COSTS	504,018.00	37,992.18	153,636.28	30.48	350,381.72
SUPPLIES					
100-5-450-5311-00 Supplies	6,000.00	54.18	1,690.78	28.18	4,309.22
100-5-450-5314-00 Publications/Ref Material	1,500.00	0.00	0.00	0.00	1,500.00
100-5-450-5316-00 Minor Tools & Equipment	5,500.00	0.00	0.00	0.00	5,500.00
100-5-450-5326-00 Uniforms/Shirts	2,000.00	523.00	793.59	39.68	1,206.41
100-5-450-5363-00 Fuel/Oil Expense	6,500.00	0.00	915.35	14.08	5,584.65
100-5-450-5363-01 Auto Repair/Maintenance	5,000.00	0.00	287.42	5.75	4,712.58
100-5-450-5380-00 Public Relations	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL SUPPLIES	28,000.00	577.18	3,687.14	13.17	24,312.86
CONTRACTUAL					
100-5-450-5411-10 Prof. Services - Consulting	10,500.00	775.95	775.95	7.39	9,724.05
100-5-450-5411-11 Prof. Services - Engineering	1,500.00	0.00	0.00	0.00	1,500.00
100-5-450-5434-00 Telecommunications	7,500.00	0.00	762.53	10.17	6,737.47
100-5-450-5469-01 Equipment Rental	6,000.00	866.15	2,639.74	44.00	3,360.26
TOTAL CONTRACTUAL	25,500.00	1,642.10	4,178.22	16.39	21,321.78
OTHER CHARGES					
100-5-450-5520-00 Printing	6,000.00	424.33	1,189.63	19.83	4,810.37
100-5-450-5527-00 Dues & Memberships	1,500.00	0.00	208.10	13.87	1,291.90
100-5-450-5528-00 Travel & Training	11,500.00	0.00	155.00	1.35	11,345.00
100-5-450-5529-00 Miscellaneous Expense	500.00	0.00	35.56	7.11	464.44
100-5-450-5540-02 Software Maintenance	10,000.00	0.00	1,955.94	19.56	8,044.06
100-5-450-5599-00 Vehicle Replacement Fee	16,000.00	0.00	0.00	0.00	16,000.00
TOTAL OTHER CHARGES	45,500.00	424.33	3,544.23	7.79	41,955.77
CAPITAL OUTLAY					
100-5-450-5600-01 Capital Outlay - Technology	82,500.00	0.00	0.00	0.00	82,500.00
TOTAL CAPITAL OUTLAY	82,500.00	0.00	0.00	0.00	82,500.00
TOTAL Builder Services	685,518.00	40,635.79	165,045.87	24.08	520,472.13

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
General Facilities =====					
SUPPLIES					
100-5-490-5311-00 Supplies	10,000.00	725.32	5,270.36	52.70	4,729.64
100-5-490-5316-00 Minor Tools & Equipment	20,000.00	0.00	2,906.10	14.53	17,093.90
100-5-490-5316-02 Minor Equipment - Technology	15,000.00	0.00	0.00	0.00	15,000.00
TOTAL SUPPLIES	45,000.00	725.32	8,176.46	18.17	36,823.54
CONTRACTUAL					
100-5-490-5411-13 Prof. Services I.T.	50,000.00	4,327.50	4,327.50	8.66	45,672.50
100-5-490-5420-00 Comm Center Supervisor	5,000.00	0.00	0.00	0.00	5,000.00
100-5-490-5421-00 Insurance Real/Pers. Property	4,500.00	0.00	4,799.51	106.66 (	299.51)
100-5-490-5422-00 Facilities Cleaning	45,000.00	391.77	7,545.52	16.77	37,454.48
100-5-490-5430-00 Telecommunications Web	7,500.00	0.00	400.00	5.33	7,100.00
100-5-490-5431-00 Electricity	25,000.00	2,561.21	7,538.79	30.16	17,461.21
100-5-490-5434-00 Telecommunications	45,000.00	964.65	4,689.73	10.42	40,310.27
100-5-490-5435-00 Pest Control Services	2,250.00	75.00	295.00	13.11	1,955.00
100-5-490-5451-00 Security Systems	9,500.00	413.05	1,502.41	15.81	7,997.59
100-5-490-5469-02 Facility Rental	100,380.00	8,365.00	33,460.00	33.33	66,920.00
100-5-490-5472-00 Contract Services	25,000.00	0.00	0.00	0.00	25,000.00
TOTAL CONTRACTUAL	319,130.00	17,098.18	64,558.46	20.23	254,571.54
OTHER CHARGES					
100-5-490-5540-02 Software Maintenance	50,000.00	0.00	429.45	0.86	49,570.55
100-5-490-5570-01 Facilities Maintenance	25,000.00	0.00	2,597.51	10.39	22,402.49
100-5-490-5570-02 Facility Improvements	10,000.00 (	3,840.15)	8.00	0.08	9,992.00
100-5-490-5571-00 Landscape Maintenance	10,000.00	900.09	3,600.36	36.00	6,399.64
TOTAL OTHER CHARGES	95,000.00 (2,940.06)	6,635.32	6.98	88,364.68
CAPITAL OUTLAY					
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TOTAL General Facilities	459,130.00	14,883.44	79,370.24	17.29	379,759.76
Public Works & Maint =====					
PERSONNEL COSTS					
100-5-510-5210-00 Salaries	90,838.00	6,987.52	29,774.08	32.78	61,063.92
100-5-510-5210-01 Wages	103,943.00	12,998.68	50,945.11	49.01	52,997.89
100-5-510-5210-02 Overtime	5,500.00	0.00	129.75	2.36	5,370.25
100-5-510-5210-03 Auto Allowance	4,800.00	415.40	1,661.60	34.62	3,138.40
100-5-510-5230-00 Payroll Tax Expense	14,901.00	1,346.34	6,175.34	41.44	8,725.66
100-5-510-5235-00 Employee Health Benefits	43,656.00	3,636.25	14,545.00	33.32	29,111.00
100-5-510-5238-00 Retirement Contribution	15,042.00	1,577.04	5,030.28	33.44	10,011.72
100-5-510-5239-00 Workers Compensation	6,337.00	0.00	4,845.00	76.46	1,492.00
100-5-510-5240-00 Unemployment	950.00	0.00	0.00	0.00	950.00
TOTAL PERSONNEL COSTS	285,967.00	26,961.23	113,106.16	39.55	172,860.84

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SUPPLIES					
100-5-510-5311-00 Supplies	2,000.00	48.00	529.81	26.49	1,470.19
100-5-510-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
100-5-510-5316-00 Minor Tools & Equipment	5,000.00	0.00	529.14	10.58	4,470.86
100-5-510-5326-00 Uniforms/Shirts	1,200.00	96.00	96.00	8.00	1,104.00
100-5-510-5363-00 Fuel/Oil Expense	10,000.00	0.00	2,024.57	20.25	7,975.43
100-5-510-5363-01 Auto Repair/Maintenance	12,000.00	0.00	2,977.34	24.81	9,022.66
TOTAL SUPPLIES	30,700.00	144.00	6,156.86	20.05	24,543.14
CONTRACTUAL					
100-5-510-5411-10 Prof. Services - Consulting	20,000.00	0.00	0.00	0.00	20,000.00
100-5-510-5434-00 Telecommunications	4,200.00	0.00	647.55	15.42	3,552.45
100-5-510-5469-01 Equipment Rental	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL CONTRACTUAL	29,200.00	0.00	647.55	2.22	28,552.45
OTHER CHARGES					
100-5-510-5527-00 Dues & Memberships	500.00	0.00	0.00	0.00	500.00
100-5-510-5528-00 Travel & Training	4,500.00	664.98	1,984.39	44.10	2,515.61
100-5-510-5599-00 Vehicle Replacement Fee	44,917.00	0.00	0.00	0.00	44,917.00
TOTAL OTHER CHARGES	49,917.00	664.98	1,984.39	3.98	47,932.61
CAPITAL OUTLAY					
TOTAL Public Works & Maint	395,784.00	27,770.21	121,894.96	30.80	273,889.04
Streets					
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SUPPLIES					
100-5-520-5311-00 Supplies	10,000.00	8.95	2,548.95	25.49	7,451.05
100-5-520-5311-02 Supplies - Signage	10,000.00	0.00	0.00	0.00	10,000.00
100-5-520-5350-00 Street Maintenance	25,000.00	900.00	4,950.15	19.80	20,049.85
TOTAL SUPPLIES	45,000.00	908.95	7,499.10	16.66	37,500.90
CONTRACTUAL					
100-5-520-5411-10 Prof. Services - Consulting	5,000.00	0.00	184.95	3.70	4,815.05
100-5-520-5432-00 Electricity - Street Lights	260,000.00	25,292.62	79,497.70	30.58	180,502.30
100-5-520-5472-01 Contract Services - Streets	25,000.00	0.00	0.00	0.00	25,000.00
100-5-520-5472-02 Contract Services - Markings	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL CONTRACTUAL	300,000.00	25,292.62	79,682.65	26.56	220,317.35
TOTAL Streets	345,000.00	26,201.57	87,181.75	25.27	257,818.25

100-General Fund

33.33% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
Debt Service =====					
TOTAL EXPENDITURES	9,215,923.00 =====	456,046.28 =====	2,130,155.99 =====	23.11 =====	7,085,767.01 =====
REVENUES OVER/ (UNDER) EXPENDITURES	128.00	1,351,794.47	1,070,424.41		(1,070,296.41)

*** END OF REPORT ***

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	C
DATE SUBMITTED:	February 15, 2018	DEPARTMENT:	Police Department
PREPARED BY:	Lynn Raymer Executive Assistant	PRESENTER:	Kenny Seymour Chief of Police
SUBJECT:	CONSIDERATION AND APPROVAL OF RESOLUTION NO. 2018-376 ADOPTING THE FORT BEND COUNTY HAZARDOUS MITIGATION PLAN		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. RESOLUTION 2018-376 2. FEMA APPROVABLE PENDING ADOPTION LETTER 3. FBC- HAZARD MITIGATION PLAN UPDATE 2017 		
EXPENDITURE REQUIRED:	\$0		
AMOUNT BUDGETED:	\$0		
FUNDING ACCOUNT:	n/a		
ADDITIONAL APPROPRIATION REQUIRED:	n/a		
FUNDING ACCOUNT:	n/a		

EXECUTIVE SUMMARY

Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 USC 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects. City of Fulshear and Fulshear Police Department wishes to continue participation in the Fort Bend County Hazard Mitigation Plan.

Please Note: The packet contains an abridged version of the Hazard Mitigation Plan Update. The full version will be available via the City's website. The link to the full document is available on the page containing the agenda information for City Council meetings located here:
http://www.fulsheartexas.gov/government/city_council2.php

RECOMMENDATION

Staff recommends that City Council approve Resolution No. 2018-376.

RESOLUTION NO. 2018-376

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
APPROVING THE FORT BEND COUNTY HAZARD MITIGATION PLAN**

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the City to prepare and adopt a local mitigation plan every five years; and,

WHEREAS, a steering committee comprised of members of the County, and the City of Fulshear, selected and deemed appropriate by the Commissioners Court in his authority to do so as granted by the people, as well as the City's leadership was convened in order to assess the risks of hazards facing the County and the City, and to make recommendations on actions to be taken to mitigate these hazards; and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fulshear that the 2018 Fort Bend County, Texas Hazard Mitigation Plan is hereby approved and adopted by the City Council of the City of Fulshear and resolves to execute the actions in the plan.

This Resolution shall take effect immediately without reconsideration.

ADOPTED by the City Council of the City of Fulshear on this ____ day of _____, 2018.

APPROVED
(Head of jurisdiction's governing body)

ATTEST
(Jurisdiction representative)



FEMA

January 08, 2018

Ms. Sandra Fulenwider
State of Texas
Texas Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0220

RE: Approvable Pending Adoption of the Fort Bend County, Texas Multi-Jurisdiction
Hazard Mitigation Plan.
Funding Source: PDM 2015

Dear Ms. Fulenwider:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR Part 201.6). Formal approval of this plan is contingent upon the adoption by resolution by the participants on Enclosure A, as well as the receipt of a CD containing all components of this plan.

Adopting resolutions must be submitted to this agency for review and approval no later than 1 year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements.

If you have any questions, please contact Jamie Leigh Price, HM Community Planner, at (940) 898-5440.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen", written over a horizontal line.

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosure
cc: Jeffrey Brewer, R6-MT-HM

www.fema.gov



FEMA

Enclosure A

**Fort Bend County, Texas
Multi-Jurisdiction
Hazard Mitigation Plan Participants**

Attached is the list of approved participating governments included in the January 08, 2018 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Arcola
2)	Beasley
3)	Village of Fairchilds
4)	Fort Bend County
5)	Fulshear
6)	Kendleton
7)	Meadows Place
8)	Missouri City
9)	Needville
10)	Orchard
11)	Village of Pleak
12)	Richmond
13)	Rosenberg
14)	Simonton
15)	Stafford
16)	Thompsons
17)	Weston Lakes



FEMA

Adoption Submittal (Final)

Region 6 recommends that all jurisdictions refrain from adopting a plan until it has received an Approvable Pending Adoption status from FEMA. Following the issuance of Approvable Pending Adoption letter, all participants are provided 1 year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

All Plans must be submitted to the address contained in the header of these procedures; mark each submittal with Attn: Mitigation Planning. Each submittal must include:

1. State transmittal letter containing:
 - a. List of all participating jurisdictions.
 - b. Plan name, sub-grantee, FEMA funding source, grant or disaster number, and project number, as applicable.
 - c. Identification of plan developer (i.e. contractor, jurisdiction, planning commission, etc.)
2. CD or DVD of the revised final draft of the plan in MS Word or pdf format (hardcopies may be submitted at the States discretion) containing:
 - a. Labeled with the plan name as well as the State and date sent.
 - b. The final plan formatted as a single document.
 - c. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....)
 - d. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission.

In addition to the CD/DVD the State may also submit the plan files via:

1. Floodmaps File eXchange (FFX) <https://www.floodmaps.fema.gov/ffx/>
2. Risk Management Directorate (RMD)SharePoint
<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Please forward an email addressed to the current HM Planning State Point of Contact or to the HM Planning Team Lead as notification that the electronic file has been submitted



Fort Bend County Hazard Mitigation Plan Update

2017

JSW & Associates, Inc.
Hazard Mitigation Consultants

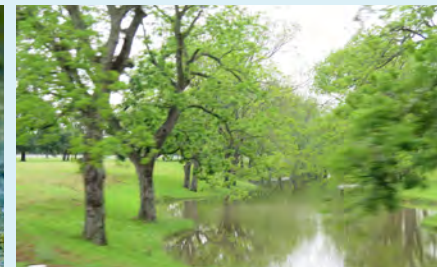
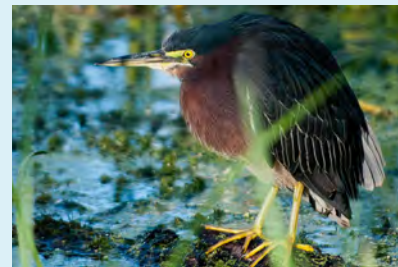
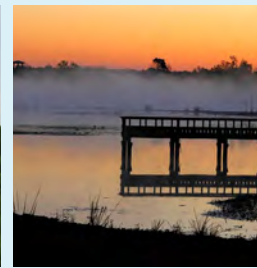
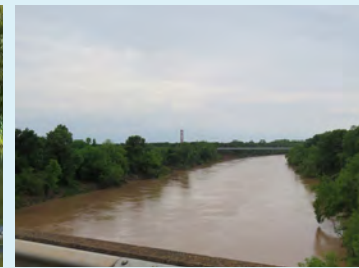


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Executive Summary

Fort Bend County, Texas has developed and maintained its Hazard Mitigation Plan (HMP) because of the increasing awareness that natural hazards have the potential to affect the County and its citizens.

Background of Mitigation Planning

Through hazard mitigation planning, it is possible to minimize the losses that disasters can cause. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, State, and Federal government.

The Disaster Mitigation Act of 2000 (DMA 2000) is Federal legislation that requires proactive, pre-disaster planning as a prerequisite for some funding available under the Robert T. Stafford Act. The DMA 2000 encourages State and local authorities to work together on pre-disaster planning in order to maintain funding eligibility for some types of project grants that are administered by the Texas Division of Emergency Management (TDEM), the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA).

History of Fort Bend County Mitigation Planning

In 2005, Fort Bend County initiated the development of its first HMP. The initial Fort Bend County HMP established the County's long-term strategy for reducing its risks from natural hazards. In 2011, Fort Bend County's HMP update included reevaluation of the various plan elements, to include the planning and updating cycle, the risk assessment analysis, and the mitigation strategy creation. As part of the update process, these sections of the Plan were modified to account for changes in data and priorities that have occurred since the last approval and adoption of the plan.

The 2017 Fort Bend County HMP Update

In 2016, Fort Bend County Mitigation Planning Committee (MPC) began its process for a 2017 HMP update.

This HMP update has several inter-related purposes:

- Provide overviews of the hazards that threaten the County
- Characterize the people and property at risk from the hazards
- Describe the planning process
- Identify vulnerabilities and assess risks from specific hazards
- Identify and prioritize mitigation action items while drawing from and adding to other community plans and programs

Participating communities in the 2017 Fort Bend County Mitigation Plan Update:

City of Arcola

City of Beasley

Village of Fairchilds

City of Fulshear

City of Kendleton

City of Meadows Place

City of Missouri City

City of Needville

City of Orchard

Village of Pleak

City of Richmond

City of Rosenberg

City of Simonton

City of Stafford

Town of Thompsons

City of Weston Lakes

Fort Bend County Unincorporated

Fort Bend County Hazard Mitigation Plan - Executive Summary

Organization of the Plan

The Fort Bend County HMP Update is made up of one main plan document with supporting Appendices and 17 Jurisdictional Annexes, one per planning area. The main plan document provides information regarding the planning process, data analysis methodology, and regional hazard profiles, while each annex provides jurisdiction-specific details.

The four chapters within the main Plan document correspond to the four phases of the planning/plan update process, to include:

1. Organize and Review
2. Risk Assessment
3. Mitigation Strategy
4. Finalize (Approval and Adoption)

The content of these chapters, as well as that of the jurisdictional annexes, closely follows guidance from the Federal Emergency Management Agency's (FEMA's) G318 Local Mitigation Planning Workshop, FEMA's Local Mitigation Planning Handbook, and FEMA's Local Mitigation Plan Review Guide.

The Planning/Update Process

As noted above, the update process consisted of four phases. Chapter 1 details the development of the process and the schedule for planning activities. Throughout the process, special effort was made to ensure public involvement was welcomed and encouraged. Feedback was taken via public survey that was advertised through multiple websites, social media, newsletters, and emails. The County shared the plan draft on their website and invited the public to review and comment on the document. Printed copies of the document were also made available for review at multiple locations within the County.

Planning activities included stakeholders who were invited from neighboring communities, industry, non-profits, utility providers, citizen organizations, academia, and the private sector. Further information regarding stakeholders and the planning process can be found in Chapter 1 of the plan.

Fort Bend County's Office of Emergency Management led the update effort and coordinated all meetings for the process. The primary point of contact for the HMP update is

Mr. Doug Barnes

Fort Bend County Office of Emergency Management

307 Fort Street, Richmond, TX 77469

douglas.barnes@fortbendcountytexas.gov

(281) 238-3417

Identifying Hazards and Risks

Chapter 2 of the main plan document includes hazard description and extent scale information, which apply to all participating communities. The State of Texas HMP was used as the source of data for the hazard description information. Hazard information found in the main plan document and jurisdictional annexes include location descriptions and maps, community extent, history of significant events, probability of future events, as well as impact and vulnerability summaries. The 13 hazards profiled by the MPC are listed below.

- | | |
|-------------------------|--------------------------------|
| 1. Drought | 8. Floods |
| 2. Extreme Heat | 9. Land Subsidence |
| 3. Severe Winter Storms | 10. Hurricanes/Tropical Storms |
| 4. Lightning | 11. Dam/Levee Failure |
| 5. Hailstorms | 12. Tornadoes |
| 6. Windstorms | 13. Wildfires |
| 7. Expansive Soils | |

Expansive Soils and Land Subsidence were not previously profiled for Fort Bend County and were added as part of the update.

New hazard data also included details on the 3 Federal disaster declarations that were experienced by Fort Bend County since the last update period. These events were added to the plan and utilized to re-prioritize efforts within the plan.

Disaster Declaration	Dates	Hazard
4223-DR	5/4/2015 – 6/23/2015	Severe Storms, Straight-line Winds and Flooding
4269-DR	04/17/2016– 04/30/2016	Severe Storms and Flooding
4272-DR	05/22/2016-06/24/2016	Severe Storms and Flooding

Hazard identification and risk analysis was followed by hazard risk prioritization. Risks were ranked for each hazard using a quantified, formula-based Hazard Risk Ranking Utility. This calculation included consideration for risk perception from members of the public (derived from public survey results) and MPC planner data analysis. Analysis activities included quantifying past and possible hazard impacts to health/safety, property and business continuity. Each jurisdiction’s risk ranking can be found in the respective jurisdictional annex.

Summary of Goals and Actions

Mitigation strategy goals were modified as part of the plan update process. The MPC voted to reduce the number of goals from four goals found in the 2011 plan to 3 strategic goals. The 2017 Mitigation Strategy goals are:

1. Educate and inform citizens regarding potential emergency situations related to natural hazards, including those resulting from groundwater depletion.
2. Decrease the risk to life and property through planning, preparing and mitigating.
3. Perform projects that reduce the impact of natural hazards in order to increase resiliency, and enhance the ability to recover.

Over 302 diverse mitigation actions designed to reduce structural and social vulnerability to hazards are included in the plan and its annexes. The mitigation strategy includes action status and modifications for existing actions as well as details regarding new actions added during the update process.

The primary types of mitigation actions vary, to include:

- non-structural solutions such as plans, regulations, and education/awareness programs;
- structure and infrastructure projects; and
- natural systems protection.

Approval and Adoption Processes

Chapter 4 discusses approval and adoption of the updated plan. The Fort Bend County Commissioners Court and each participating City/Town/Village Council was responsible for approving and adopting the Fort Bend County 2017 HMP Update after State and Federal level review. The Commissioners Court reviewed and approved the plan update on (insert date XX). Each jurisdiction's date of adoption is recorded in a table in Chapter 4.

Implementation Process

For each mitigation action identified, the plan identifies the lead agency, resources needed, and time period for implementation. Each lead agency will factor the action into their work plans and schedules, when possible. Annual reports on the status of implementation, including obstacles to progress, will be submitted by mitigation planners from each community to the Fort Bend County Office of Emergency Management.

Incorporation/Integration with Other Plans

Each jurisdictional annex identifies how mitigation efforts found in existing resources, such as plans, programs, and regulations, can be incorporated into the HMP. In turn, the annexes also highlight opportunities for integrating HMP actions back into existing jurisdictional plans, processes, programs, projects and goals.

Monitoring and Updating Processes

Chapter 4 of the main plan document describes the general schedule and procedures for ensuring that the County's HMP remains current. Each jurisdictional annex details how it will be performed and who will lead the effort at the local level. This section also provides a combination of trigger events that will initiate future amendments and updates to the HMP. The Fort Bend County Office of Emergency Management is responsible for overall Plan update coordination.

Acknowledgments

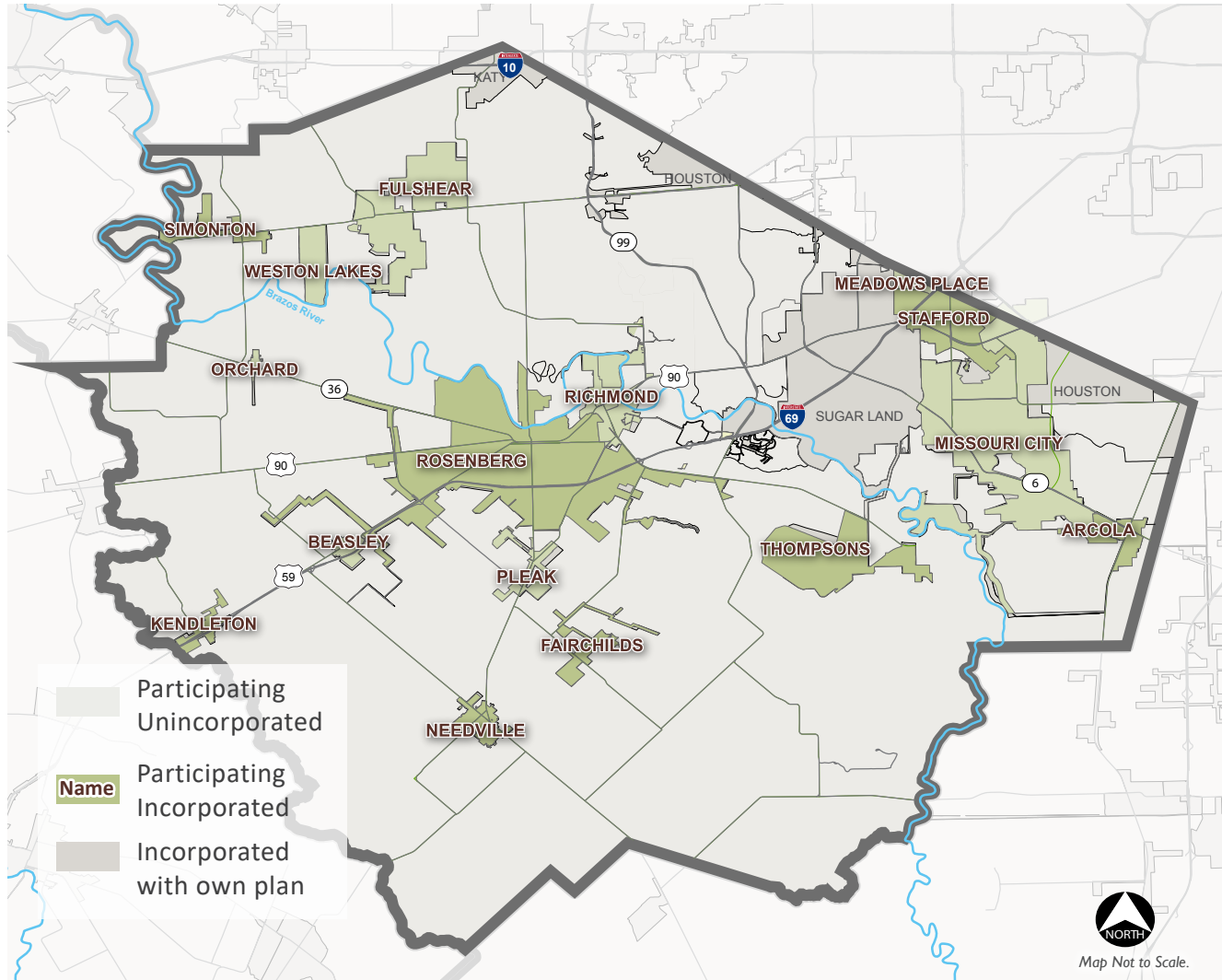
Acknowledgment to Jeffrey S. Ward & Associates, Inc. (JSWA) and Halff Associates for the coordination of the planning process for the communities. In addition, special recognition for stakeholder participation from Fort Bend GIS, Missouri City Geographic Information Systems (GIS), Rosenberg GIS, Meadows Place GIS, and Jones|Carter for their contributions to the planning effort during the risk assessment and mitigation strategy portions of the plan.



Introduction

Planning Area

Figure ES.01, Fort Bend County HMP Update Planning Area



Background of Hazard Mitigation and Mitigation Planning

Hazard mitigation is the use of long and short-term planning strategies to reduce or alleviate the loss of life, personal injury and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects and other activities that can mitigate the impacts of hazards. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area. However, with careful planning and collaboration among public agencies, stakeholders, and citizens, it is possible to minimize losses that disasters can cause. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, State, and Federal government partners.

Fort Bend County Hazard Mitigation Plan - Introduction

The Disaster Mitigation Act of 2000 (DMA) is Federal legislation that requires proactive, pre-disaster planning as a prerequisite for certain funding available under the Robert T. Stafford Act. The DMA encourages State and local authorities to work together on pre-disaster planning. The planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects. An approved Hazard Mitigation Plan (HMP) is a requirement in order for the County to remain eligible for some project grants that are administered by the Texas Division of Emergency Management (TDEM), the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA).

History of Fort Bend County Mitigation Planning

Fort Bend County and a partnership of local governments within the County have developed and maintained an HMP to reduce risks from natural hazards and to comply with the DMA. In 2005, Fort Bend County initiated the development of its first HMP. The initial Fort Bend County HMP was approved in 2006, and established the County's long-term strategy for reducing its risks from natural hazards. (A copy of the original Plan is available through the Fort Bend County Office of Emergency Management.) The 2011 Fort Bend County HMP update included re-evaluation of the hazards, risk assessment, mitigation goals, strategies, and mitigation priorities to identify changes and updates that may have occurred since approval and adoption of the original plan.

The 2017 Fort Bend County HMP Update

In 2016, Fort Bend County HMP began its second update process for a 2017 update, which included evaluating and updating the plan maintenance process, capability assessment, risk assessment, and mitigation strategy.

Participating communities in the 2017 Fort Bend County Mitigation Plan Update are:

City of Arcola

City of Beasley

Village of Fairchilds

City of Fulshear

City of Kendleton

City of Meadows Place

City of Missouri City

City of Needville

City of Orchard

Village of Pleak

City of Richmond

City of Rosenberg

City of Simonton

City of Stafford

Town of Thompsons

City of Weston Lakes

Fort Bend Unincorporated

This HMP update has several inter-related purposes:

- Provide overviews of the hazards that threaten the County
- Characterize the people and property at risk from the hazards
- Describe the planning process
- Identify vulnerabilities and assess risks from specific hazards
- Identify and prioritize mitigation action items while drawing from and adding to other community plans and programs

Fort Bend County Hazard Mitigation Plan - Introduction

Fort Bend County experienced a number of significant hazard events between 2011 and 2016, which led to shifts and changes in hazard data for the participating communities. The update process included the incorporation of these events and the associated data. Of these events, 3 received Federal disaster declarations.

Federal disaster declarations that included Fort Bend County are shown below:

Disaster Declaration	Dates	Hazard
4223-DR	5/4/2015 – 6/23/2015	Severe Storms, Straight-line Winds and Flooding
4269-DR	04/17/2016– 04/30/2016	Severe Storms and Flooding
4272-DR	05/22/2016-06/24/2016	Severe Storms and Flooding

This is an abridged version of the HMP. The full version will be available via the City's website. That link will be posted on the page containing the agenda information for City Council meetings located here:

http://www.fulsheartexas.gov/government/city_council2.php

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	Election Agreement/Contract
DATE SUBMITTED:	February 1, 2018	DEPARTMENT:	City Secretary
PREPARED AND PRESENTED BY: D. Gordon Offord, City Secretary			
SUBJECT:	INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE ADMINISTRATION OF THE MAY 2018 GENERAL ELECTION		
ATTACHMENTS:	JOINT ELECTION AGREEMENT & ELECTION SERVICES CONTRACT		

EXECUTIVE SUMMARY

The City of Fulshear is holding a General Election on May 5, 2018 for the purpose of electing Municipal Officers. As such, the City desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

It is estimated that the City's obligation under the terms of this agreement shall be \$5,220.00. Under the proposed attached agreement, the City agrees to pay to Fort Bend County a deposit of \$3,137.00 which is approximately sixty (60) percent of the total estimated obligation of the City to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the statutory deadline to call an election. The exact amount of the City's obligation under the terms of this agreement shall be calculated after the May 5, 2018 election (or runoff election, if applicable), and if the amount of the City's obligation exceeds the amount deposited, the City shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the City's obligation is less than the amount deposited, Fort Bend County shall refund to the City of Fulshear the excess amount paid within thirty (30) days after final costs are calculated.

RECOMMENDATION

Staff recommends that City Council take action to approve the Interlocal Agreement between the City of Fulshear and Fort Bend County for the administration of the May 2018 General Election.

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Fulshear hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 5, 2018 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The City of Fulshear is holding a General Election on May 5, 2018 (at the expense of the Political Subdivision) for the purpose of electing Municipal Officials.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

Fort Bend County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 5, 2018 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 5, 2018 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 5, 2018 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Fulshear as determined by the Human Resources Department of the City of Fulshear.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted

by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Lisa Railsback, Equipment Technician

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$5220.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,137.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the statutory deadline to call an election. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 5, 2018 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 66th day (February 28, 2018) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 61st day before the election (March 5, 2018) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 57th day before Election Day (March 9, 2018), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2018 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2018 been executed on behalf of the City of Fulshear by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the City of Fulshear.

ATTEST:

FORT BEND COUNTY

Laura Richard, County Clerk

By _____
Robert E. Hebert, County Judge

ATTEST:

City of Fulshear

By _____

CONTRACTING OFFICER

APPROVED AS TO FORM:

By _____

John Oldham
Elections Administrator

Matthew Grove
Assistant County Attorney

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Austin Parkway Elementary School	4400 Austin Pkwy	SUGAR LAND	77479
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
Beck Jr. High School	5200 S Fry Rd	KATY	77450
Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave	ROSENBERG	77471
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
Eagle Heights Church	16718 W. Bellfort Blvd	RICHMOND	77407
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	6707 FM 1464	RICHMOND	77407
Greatwood Community/Rec Center	7225 Greatwood Pkwy	SUGAR LAND	77479
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Conference Center	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Elementary School	16200 Beechnut St	HOUSTON	77083
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	4521 FM 521	FRESNO	77545
Needville Road & Bridge	3743 School Street	NEEDVILLE	77461
Oak Lake Baptist Church	15555 W. Airport Blvd	SUGAR LAND	77498
Orchard City Hall	9714 Kibler	ORCHARD	77464
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459
Randall's New Territory	5800 New Territory Dr	SUGAR LAND	77479
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
River Park Recreation Ctr.	5875 Summit Creek Drive	SUGAR LAND	77479
Shafer Elementary School	5150 Ranch Point Dr	KATY	77494
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Stafford City Hall	2610 South Main	STAFFORD	77477
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	2700 Town Center Blvd North	SUGAR LAND	77479
The Club at Riverstone	18353 South University Blvd	SUGAR LAND	77479
Thompsons City Hall	520 Thompson Oil Field Rd	THOMPSONS	77481
Townwest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	14010 University Blvd	SUGAR LAND	77479

DRAFT

Draft Early Voting Schedule
May 5, 2018 Joint Election
Horario de Votación Temprana
5 de Mayo del 2018, Elección Conjunta

Early Voting Location	Hours(Horas)			
	Monday-Friday April 23-27, 2018 (Lunes-Viernes) (Abril 23-27, 2018)	Saturday April 28 (Sábado) (Abril 28, 2018)	Sunday April 29 (Domingo) (Abril 30, 2017)	Monday-Tuesday April 30 – May 1 (Lunes-Martes) (Abril 30 – Mayo 1, 2017)
Beasley City Hall 319 S. 3 rd Street, Beasley Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear, TX Fort Bend County Road & Bridge 3743 School Street, Needville, TX Fort Bend County Rosenberg Annex 4520 Reading Road, Rosenberg, TX Meadows Place City Hall One Troyan Place, Meadows Place Missouri City Old Municipal Court 1522 Texas Pkwy, Missouri City, TX Richmond Water Maintenance Facility 110 N. 8th St., Richmond, TX	8:00 a.m. To 5:00 p.m.	8:00 a.m. To 5:00 p.m.	CLOSED <i>(Cerrado)</i>	7:00 a.m. To 7:00 p.m.
First Colony Conference Center 3232 Austin Parkway, Sugar Land, TX Four Corners Community Center 15700 Old Richmond Rd, Sugar Land, TX Hightower High School 3333 Hurricane Lane, Missouri City, TX James Bowie Middle School 700 Plantation Dr, Richmond, TX Randall's 5800 New Territory Blvd., Sugar Land, TX Sugar Land Branch Library 550 Eldridge, Sugar Land, TX	8:00 a.m. To 7:00 p.m.	8:00 a.m. To 5:00 p.m.	CLOSED <i>(Cerrado)</i>	7:00 a.m. To 7:00 p.m.
Chasewood Clubhouse 7622 Chasewood Drive, Missouri City, TX Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City, TX Sugar Land City Hall 2700 Town Center Blvd, Sugar Land, TX	10:00 a.m. To 7:00 p.m.	CLOSED <i>(Cerrado)</i>	CLOSED <i>(Cerrado)</i>	7:00 a.m. To 7:00 p.m.
Fort Bend ISD Admin. Bldg. 16431 Lexington Blvd., Sugar Land, TX	8:00 a.m. To 7:00 p.m.	CLOSED <i>(Cerrado)</i>	CLOSED <i>(Cerrado)</i>	7:00 a.m. To 7:00 p.m.
Stafford City Hall 2610 Main St., Stafford, TX	8:00 a.m. To 5:00 p.m.	CLOSED <i>(Cerrado)</i>	CLOSED <i>(Cerrado)</i>	7:00 a.m. To 7:00 p.m.

Draft Early Voting Schedule
May 5, 2018 Joint Election
Horario de Votación Temprana
5 de Mayo del 2018, Elección Conjunta

Seven Lakes High School 9251 S. Fry Rd, Katy, TX	CLOSED <i>(Cerrado)</i>	CLOSED <i>(Cerrado)</i>	8:00 A.M. To 5:00 p.m.	7:00 a.m. To 7:00 p.m.
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**City of Fulshear proposed Election Services Contract
Estimate for the conduct of the May 5, 2018 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>5,534</u>
2. Number of Precincts	<u>4</u>
3. Number of election day polling places (excluding early voting)	<u>60</u>
4. Number of polling places shared with another entity	<u>60</u>
5. Number of public buildings used as polling places	<u>40</u>
6. Number of early voting stations	<u>18</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting clerks <u>1</u> x <u>\$12</u> x <u>86</u> / <u>2</u>	<u>\$516</u>	<u> </u>
Early voting clerks <u>2.5</u> x <u>\$11</u> x <u>86</u> / <u>2</u>	<u>\$1,183</u>	<u> </u>
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u> </u> x <u>1</u> x <u>15</u> x <u>\$11</u> / <u>1</u>	<u>\$165</u>	<u> </u>
Election day judges / clerks <u> </u> x <u>3</u> x <u>15</u> x <u>\$10</u> / <u>1</u>	<u>\$450</u>	<u> </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)		
a. Number of clerks and judge <u> </u> x <u> </u> x <u> </u> / <u> </u>	<u>\$100</u>	<u> </u>
3. Election Day Field Techs and othe Temp workers	<u>\$150</u>	<u> </u>
4. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>\$75</u>	<u> </u>
5. FICA & Workers Comp	11.45% <u>\$302</u>	<u> </u>
6. Election supplies & equipment		
Early Voting Kits x Cost / Entities		
a. Early Voting supply kits <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	<u> </u>
b. Early Voting laptop PC's <u>1</u> x <u>\$125</u> / <u>2</u>	<u>\$63</u>	<u> </u>
c. Early Voting label printers <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	<u> </u>
d. Early Voting JBCs <u>1</u> x <u>\$125</u> / <u>2</u>	<u>\$63</u>	<u> </u>
e. Early Voting eSlates <u>5</u> x <u>\$100</u> / <u>2</u>	<u>\$250</u>	<u> </u>
f. Cell Phones - 9 days <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	<u> </u>

7. Election Day					
h. Election Day supply kits	1 x	\$35 /	1	\$35	
i. Election Day JBCs	1 x	\$125 /	1	\$125	
j. Election Day laptop PC's	1 x	\$50 /	1	\$50	
k. Election Day label printers	1 x	\$25 /	1	\$25	
l. Election Day eSlates	5 x	\$100 /	1	\$500	
m. Election Day Cell Phones	1 x	\$7 /	1	\$7	
8. Delivery of Voting Equipment & Supplies					
a. Early Voting & Election Day					\$75
9. Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a. Election (number of polling places rented)					\$0
10. Publication of electronic voting system notices) (TEC § 127.096(a))					
a. Election					\$15
11. Miscellaneous election expenses (itemize)					
a. General					
Ballot Layout & Coding					\$300
Absentee Ballots -Printed & Mailed @ \$1.00					\$200
Mileage reimbursements					\$50
					\$0
					\$0
<i>SUBTOTAL</i>					\$4,753
12. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a. Election					\$475
13. Cost of Joint election					\$5,220

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	CON - E
DATE SUBMITTED:	February 15, 2018	DEPARTMENT:	Administration
PREPARED BY:	Brant Gary, Exec. Dir. of Planning & Development	PRESENTER:	Brant Gary, Exec. Dir. of Planning & Development
SUBJECT:	CONSENT AND APPROVAL OF RESOLUTION NO. 2018-375 SETTING SPECIAL EVENT DATES IN THE CITY OF FULSHEAR FOR THE YEARS 2018 & 2019		
ATTACHMENTS:	1. Resolution 2018-375 Identifying dates for City Events in 2018 & 2019		
EXPENDITURE REQUIRED:	0		
AMOUNT BUDGETED:	0		
ACCOUNT NO.:	0		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City has various special events throughout the year. The attached resolution lists those events and the anticipated days for those events. The dates for 2018 and, at the request of Council, 2019 are included in the resolution.

RECOMMENDATION

Staff recommends Council adopt Resolution 2018-375 setting special event dates in the City of Fulshear for the years 2018 & 2019.

RESOLUTION NO. 2018-375

**A RESOLUTION OF THE CITY COUNCIL OF FULSHEAR, TEXAS
SETTING EVENT DATES FOR THE CALENDAR YEARS 2018 and 2019**

A Resolution of the City Council of the City of Fulshear, Texas, approving the dates of City Events for the Calendar Years 2018 and 2019.

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

The following dates are hereby adopted and declared official Event dates for the Calendar Year 2018:

2018 Event Dates

Fulshear St. Patrick's Day Shamrock Shindig – Saturday, March 17, 2018
Keep Fulshear Beautiful – Saturday, April, 21 2018 **and** Saturday, November 10, 2018
4th of July Fulshear Freedom Fest – Sunday, July 1, 2018
Fulshear Festival of Lights – Saturday, December 1, 2018

2019 Event Dates

Fulshear St. Patrick's Day Shamrock Shindig – Saturday, March 16, 2019
Keep Fulshear Beautiful – Saturday, April 20, 2019 **and** Saturday, November 9, 2019
4th of July Fulshear Freedom Fest – Thursday, July 4, 2019
Fulshear Festival of Lights – Saturday, December 7, 2019

Rain dates to be determined at the City's discretion on a case by case basis.

This Resolution duly passed this 20th day of February, 2018.

Jeff W. Roberts, Mayor

ATTEST:

D. Offord, City Secretary

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	CON - F
DATE SUBMITTED:	February 15, 2018	DEPARTMENT:	Public Works/Utilities
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Resolution and Authorization to Enter into Agreement with TxDOT for Temporary Road Closures		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Resolution 2018-378 Establishing City Events serve a public purpose 2. Agreement Template – Included with permit application per event 		
EXPENDITURE REQUIRED:	0		
AMOUNT BUDGETED:	0		
ACCOUNT NO.:	0		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City of Fulshear (City) supports the viability of Fulshear’s charm and attraction with certain community events. The City plans to host/sponsor events that provide serve a public purpose. In some instances, to host these events, the City will need to perform a road closure on a roadway that is in the jurisdiction of the Texas Department of Transportation (TxDOT). TxDOT requires the City to provide the following:

1. A resolution adopted by the City Council establishing the events as a public purpose and authorizing the City to enter into the agreement; and
2. A signed agreement executed by an authorized officer of the City

RECOMMENDATION

Staff recommends Council adopt the Resolution 2018-378 establishing the events as a public purpose and authorize the City Manager to execute the Agreement for the Temporary Closure of State Right of Way with TxDOT.

RESOLUTION NO. R-2018- 378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DETERMINING THAT CERTAIN CITY-SPONSORED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SUCH EVENTS.

* * * * *

WHEREAS, the State of Texas owns and operates a system of highways for public and private use; and

WHEREAS, the City of Fulshear desires to temporarily close certain highways for the purpose of certain parks and recreation events sponsored by the City of Fulshear, including the St Patrick's Day Shamrock Shindig, the 4th of July Celebration, the Festival of Lights Event, City Downtown Community events, fun runs and City bike rides hereinafter identified as Events; and

WHEREAS, the Events will be located within the City of Fulshear's incorporated area; and

WHEREAS, to close State right of way, the State of Texas requires the adoption of a resolution by the City establishing that the Events serve a public purpose and authorizing the execution of the Agreement for the Temporary Closure of State Right of Way; and

WHEREAS, the City has determined that the Events serve a public purpose that being a recreational opportunity for residents and guests of the City; and

WHEREAS, the City hereby desires to execute the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; now therefore,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are declared true and correct.


Section 2. That the City has determined that the Events serve a public purpose.

Section 3. That the City hereby authorizes the execution of the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the Events.

PASSED, APPROVED, AND ADOPTED THIS 20 th DAY OF February, 2018

Jeff Roberts, Mayor

ATTEST:



D Gordon Offord, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of _____, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including ____, in _____, County; and

WHEREAS, the local government has requested the temporary closure of ____ for the purpose of _____, from ____ to _____ as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<p>Local Government:</p>	<p>State: Texas Department of Transportation <u>QUINCY D. ALLEN, P.E.</u> <u>DISTRICT ENGINEER</u> <u>HOUSTON DISTRICT</u></p>
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Exhibit B

Exhibit C

Agreement No. _____

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	CON G
DATE SUBMITTED:	February 12, 2018	DEPARTMENT:	Planning and Development
PREPARED BY:	Sharon Valiante, Public Works Director, John Brown, Interim Building Official, Brant Gary, Executive Director of Planning and Development	PRESENTER:	David Leyendecker, City Engineer
SUBJECT:	Consideration of Ordinance 2018-1269 amending to Chapter 38-62 of the Code of Ordinances; Ordinance 2001-870 – Driving in excess of speeds prohibited		
ATTACHMENTS:	Ordinance 2018-1269		

EXECUTIVE SUMMARY

From time to time it is necessary to post temporary or construction speed zones which differ from the current or adopted posted speed zones. These construction speed zones often carry or have notices posted that “fines double when workers are present.”. The current Chapter of the Code of Ordinances relating to speed, Chapter 38-62 needs to reference not only speeding in excess of the posted limits, but language that encompasses applicable state law and Transportation Code provisions that address fines in work zones. To incorporate these provisions, it is necessary to amend Ordinance 2001-870 regarding speeding which is now found at Sec. 38-62 of the Code of Ordinances - Driving in excess speed prohibited.

RECOMMENDATION

Staff recommends approving the Ordinance 2018-1269; amending the Ordinance 2001-870 and Chapter 38-62 of the Code of Ordinances for driving in excess of speed prohibited.

ORDINANCE NO. 2018-1269

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING CITY OF FULSHEAR CODE SECTION 38-62 DRIVING IN EXCESS SPEED PROHIBITED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, hereby finds and determines that the public health, safety and welfare, requires that it's code provisions regarding driving in excess of posted speed limits be amended; and

WHEREAS, the City adopted Ordinance No. 01-870, later codified and adopted in the City of Fulshear, Fulshear Code of Ordinances, Chapter 38 Traffic and Vehicles, Div. 3 Speed Limits, Sec. 38-62, an ordinance making it unlawful for any person to drive a motor vehicle at a speed in excess of such maximum prima facie speed limit when signs are in place giving notice thereof; and

WHEREAS, the City desires to amend the City of Fulshear Code of Ordinances, Chapter 38, Div. 3, Sec. 38-62 to include any violation of Texas Transportation Code provisions regarding driving a motor vehicle at a speed in excess of posted speed limit signs, observing warning signs, and barricades as set forth in the Texas Transportation Code, as amended; and

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

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

Section 2. City of Fulshear, Code of Ordinances, Chapter 38 Traffic and Vehicles, Div. 3 Speed Limits, Sec. 38-62 is hereby amended to read as follows:

“It shall be unlawful for any person to drive a motor vehicle at a speed in excess of the maximum prima facie speed limit as described in the Fulshear Code of Ordinances, and in excess of the maximum allowable speed limit as set forth in the Texas Transportation Code. It shall also be unlawful for any person to speed in excess of the speed limit as posted by any device that conforms with the Texas Manual on Uniform Traffic Control Devices, and unlawful to disregard warning signs and barricades as described in the Texas Transportation Code. The City of Fulshear adopts the fines set forth in the Texas Transportation Code, as amended for all such violations.”

Section 3. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a

misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00) or, in the case of a violation of a provision of this Ordinance that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Repeal. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. Effective date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this, the _____ day of _____, 2018.

Jeff W. Roberts, Mayor

ATTEST:

D. Gordon Offord, City Secretary

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

AGENDA OF:	February 20, 2018	AGENDA ITEM:	CON - H
DATE SUBMITTED:	February 15, 2018	DEPARTMENT:	Public Works/Utilities
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Consideration of Ordinance 2018-1270 Amending Chapter 32, Article II, Division 2, Ordinance 2001-876 – Development of Network Nodes in the Public Right of Way		
ATTACHMENTS:	1. Ordinance 2018-1270		
EXPENDITURE REQUIRED:			0
AMOUNT BUDGETED:			0
ACCOUNT NO.:			0
ADDITIONAL APPROPRIATION REQUIRED:			N/A
ACCOUNT NO.:			N/A

EXECUTIVE SUMMARY

In the Act enacting Chapter 284 of the Local Government Code, the Texas Legislature requires cities to amend their existing codes to the extent they conflict with Chapter 284, with such amendments to become effective on March 1, 2018. Therefore, the attached draft ordinance, which makes the required amendments to the City’s code is up for consideration and approval by Council to bring our Ordinance into compliance with Chapter 284 of the Local Government Code.

The amendment establishes the governance for development of network nodes in the public right of way. Briefly, a network provider is **not required** to submit an application to obtain a permit, or pay a rate for any work for any network node installed and operational after September 1, 2017. In addition, the network provider must provide a 30-day notice to the city when performing the work. This includes routine maintenance, replacing and/or upgrading network nodes or poles, or the installation of micro network nodes, typically slung on cables between existing poles.

This amendment amends Ordinance 2001-876.

RECOMMENDATION

Staff recommends Council adopt the Ordinance 2018 - 1270, amending Chapter 32, Article II, Division 2; Ordinance 2001-876 - Development of Network Nodes in the Public Right-of-Way.

ORDINANCE NO. 2018-1270

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING CHAPTER 32, ARTICLE II, DIVISION 2 OF THE FULSHEAR CODE, GOVERNING USE OF RIGHTS-OF-WAY, TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 284, TEXAS LOCAL GOVERNMENT CODE, GOVERNING DEPLOYMENT OF NETWORK NODES IN PUBLIC RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Act of the Texas Legislature enacting Chapter 284 of the Texas Local Government Code requires a municipality to amend any rate, term, or condition of any ordinance related to the construction, collocation, operation, modification, or maintenance of network nodes installed and operational on or after the effective date of the Act that does not comply with the requirements of Chapter 284 of the Texas Local Government Code; and

WHEREAS, the City of Fulshear desires to amend its code to comply with the requirements of Chapter 284 of the Texas Local Government Code;

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

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

Section 2. That section 32-42 of the Code of Ordinances, City of Fulshear, Texas, is hereby amended to read as follows:

“Sec. 32-42. - Registration required.

(a) It shall be unlawful for any person to place facilities within public rights-of-way without having first filed with the city an application for registration therefor. Applications for registration shall be filed with the city secretary. The city secretary shall issue a registration certificate to each person successfully completing and filing such application. Each registration certificate shall be issued in the name of the user. Registration certificates shall be renewed every 60 months. When information provided in an application for a registration certificate is no longer correct, the user shall inform the city, in writing, within 30 days following the date of such change. Each application for registration shall include:

- (1) The name and legal status of the user;

- (2) The name, address, telephone number, email address, and fax number of the individual who will be the contact for the user;
- (3) The name, address, telephone number, email address, and fax number of the individual who will be the contact for field location of facilities;
- (4) The name, address, telephone number, email address and fax number of an emergency contact who shall be available 24 hours a day; and
- (5) Proof of insurance and bonding, as otherwise required herein.

(b) Notwithstanding subsection (a), a network provider is not required to submit an application, obtain a permit, or pay a rate for the following work for any network node installed and operational on or after September 1, 2017, provided that the network provider gives the City not less than thirty (30) days' advance written notice of such work:

- (1) routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;*
- (2) replacing or upgrading a network node or pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or*
- (3) the installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in compliance with the National Electrical Safety Code, as may be amended from time to time by the City.*

(c) For purposes of subsection (b), terms defined by Chapter 284 of the Texas Local Government Code shall be ascribed the meanings set forth by said chapter."

Section 3. That section 32-52 of the Code of Ordinances, City of Fulshear, Texas, is hereby amended to read as follows:

"Sec. 32-52. - Placement of facilities.

All facilities constructed or installed on or after the effective date of the ordinance from which this division is derived shall be buried underground where possible. Except as otherwise provided herein, all facilities constructed or installed aboveground shall be approved by the city. Pedestals, junction boxes, metering facilities and similar appurtenances may be placed aboveground. Users shall not place facilities within public rights-of-way in such a manner as to unreasonably interfere with existing electrical, cable, or telecommunications fixtures, water hydrants or mains, or drainage or sanitary sewer facilities, and all such facilities shall be placed in such manner as not to interfere with usual travel or public or municipal use of the public rights-of-way. *Except where*

prohibited by Chapter 284 of the Texas Local Government Code as it applies to a network node installed and operational on or after September 1, 2017, the city shall have the right to direct the location of facilities in the public rights-of-way. The installation, repair, construction, maintenance, and replacement of facilities in the rights-of-way shall be subject to inspection and approval by the city. Users shall cooperate fully with the city in conducting inspections. Users shall promptly perform remedial action required by the city pursuant to such inspection.”

Section 4. **Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. **Repeal.** All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. **Effective date.** This Ordinance shall be effective and in full force on March 1, 2018.

PASSED, APPROVED, and ADOPTED this, the 20th day of February, 2018.

Jeff W. Roberts, Mayor

ATTEST:

D. (Diana) Gordon Offord, City Secretary

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

AGENDA OF:	February 20, 2018	AGENDA ITEMS:	CON - I
DATE SUBMITTED:	February 12, 2018	DEPARTMENT	Public Works
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Infrastructure Acceptance and Conveyance – MUD 169 (the “District) – Water, Sanitary Sewer, Storm & Paving – Cross Creek Bend Extension No. 10		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Utility Conveyance and Security Agreement- Cross Creek Bend Lane Extension No. 10 2. Street Dedication – Cross Creek Bend Lane Extension No. 10 3. City Engineer’s Statement of approval 		
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 District, MUD No. 169, is submitting for consideration Utility Conveyance and Security Agreement- and Street Dedication for Cross Creek Bend Extension No. 10.

The infrastructure is valued at:

1. Paving – Total Costs: \$594,116.78
2. Storm Sewer System – Total Costs: \$432,151.45
3. Sanitary Sewer System – Total Costs: \$138,300.20 (there was no LS or WWTP part of this project)
4. Water System – Total Costs: \$153,475.10 (there were no plant facilities part of this project)

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for the District and authorize the Mayor to execute the following:

1. Utility Conveyance and Security Agreements for the Cross Creek Bend Extension No. 10.
2. Street Dedication for Cross Creek Bend Extension No. 10.

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

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lsotirake@abhr.com

Linda Sotirake
Legal Assistant

January 11, 2018

VIA FEDERAL EXPRESS

Ms. Paula Ryan
City of Fulshear
30603 FM 1093
Fulshear, TX 77441

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

Dear Ms. Ryan:

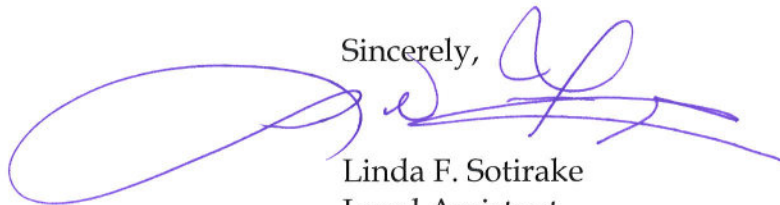
It is respectfully requested that the following items be placed on the City of Fulshear's February, 2018, City Council agenda for consideration and approval:

1. Approve the Utility Conveyance and Security Agreement for Cross Creek Bend Lane Extension No. 10; and
2. Street Acceptance for Cross Creek Bend Lane Extension No. 10.

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

Enclosures

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

Ms. Sharon Valiante (w/enc.) Via Email

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Fort Bend County Municipal Utility District No. 169 (the "District") has constructed certain improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the District's boundaries and the boundaries of the City of Fulshear, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, those certain facilities described as follows:

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Cross Creek Bend Lane Extension No. 10 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Hurtado Construction Company, Inc. ("Contractor") dated October 4, 2016, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"), including but not limited to those easements recorded in the real property records of Fort Bend County as file nos. 2016135714, 2017015738, 2017015739, and 2017072612. Some or all of the Facilities are located within or near the land shown on the plat for Cross Creek Bend Lane Extension No. 10 that is recorded under Plat No. 20160238, in the Plat Records of Fort Bend County, Texas.

The District constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Agreement, as amended, by and between the City and the District (the "Utility Agreement"). Sections 2.09 and 2.10 of the Utility Agreement require that the System (as defined therein) be conveyed to the City for ownership, operation and maintenance, subject to a security interest retained by the District.

The District hereby reserves a security interest in the Facilities, more particularly described in Section 2.09 of the Utility Agreement, to secure the performance of the

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 HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, 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 _____, 2018, 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.

STREET ACCEPTANCE

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

WHEREAS, a plat for Cross Creek Bend Lane Extension No. 10 has been recorded under Plat No. 20160238 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 _____, 2018, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

February 14, 2018

Ms. Sharon Valiante, Public Works Director
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: Public Improvements – MUD 169
Street & Utility Conveyance
Cross Creek Bend Lane Extension No. 10
City of Fulshear, Texas

Dear Sharon:

The construction is complete on the Utility Improvements for Street & Utility Conveyance - Cross Creek Bend Lane Extension No. 10. The water, sanitary sewer, storm sewer lines and paving have been tested and inspected.

I recommend that the City of Fulshear accept the water lines, sanitary sewer lines, storm sewer system and paving for the Street & Utility Conveyance - Cross Creek Bend Lane Extension No. 10 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

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

AGENDA OF:	February 20, 2018	AGENDA ITEMS:	CON - J
DATE SUBMITTED:	January 8, 2017	DEPARTMENT	Public Works
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Infrastructure Acceptance and Conveyance – MUD 169 (the “District”) – Sanitary Sewer – Lift Station 1 Upgrades		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Utility Conveyance and Security Agreement- MUD 169 Lift Station 1 Upgrades 2. City Engineer’s Statement of approval 		
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 District, MUD No. 169, is submitting for consideration Utility Conveyance and Security Agreement- Lift Station 1 Upgrades.

The infrastructure is valued at:

1. Sanitary Sewer System – Total Costs: \$381,761.88 (expansion to existing lift station)

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for the District and authorize the Mayor to execute the following:

1. Utility Conveyance and Security Agreement for the Lift Station 1 Upgrades

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 HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, 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 _____, 2018, 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.

February 14, 2018

Sharon Valiante, Public Works Director
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: MUD No. 169 - Public Improvements
Lift Station No. 1 Upgrades – Cross Creek Ranch
City of Fulshear, Texas

Dear Sharon:

The construction is complete on the Lift Station No. 1 Upgrades – Cross Creek Ranch. The lift station upgrades have been tested and inspected.

I recommend that the City of Fulshear accept the Lift Station No. 1 Upgrades – Cross Creek Ranch 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

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

AGENDA OF:	February 20, 2018	AGENDA ITEMS:	CON K
DATE SUBMITTED:	February 12, 2017	DEPARTMENT	Public Works
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Infrastructure Acceptance and Conveyance – MUD 170 (the “District) – Water, Sanitary Sewer, Storm & Paving – The Brooks at Cross Creek Ranch Section 2		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Utility Conveyance and Security Agreement- The Brooks at Cross Creek Ranch Section 2 2. Street Dedication – The Brooks at Cross Creek Ranch Section 2 3. City Engineer’s Statement of approval 		
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 District, MUD No. 170, is submitting for consideration Utility Conveyance and Security Agreement- and Street Dedication for The Brooks at Cross Creek Ranch Section 2.

The infrastructure is valued at:

1. Paving – Total Costs: \$246,678.61
2. Storm Sewer System – \$143,292.99
3. Sanitary Sewer System – \$ 89,529.57 (does not include any plant or lift station facilities)
4. Water System – Total Costs: \$58,547.99 (there were no plant facilities part of this project)

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for the District and authorize the Mayor to execute the following:

1. Utility Conveyance and Security Agreements for The Brooks at Cross Creek Ranch Section 2
2. Street Dedication for The Brooks at Cross Creek Ranch Section 2.

The District hereby reserves a security interest in the Facilities, more particularly described in Section 2.09 of the Utility Agreement, to secure the performance of the 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. 170

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

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of ____, 2018, by _____, as President, of the Board of Directors of Fort Bend County Municipal Utility District No. 170, 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 _____, 2018, 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.

STREET ACCEPTANCE

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

WHEREAS, a plat for The Brooks at Cross Creek Ranch Section Two has been recorded under Plat No. 20170113 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 _____, 2018, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

February 14, 2018

Sharon Valiante, Public Works Director
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: MUD No. 170 – Public Improvements
The Brooks at Cross Creek Ranch Section 2
City of Fulshear, Texas

Dear Sharon:

The construction is complete on the Utility Improvements for The Books at Cross Creek Ranch Section 2. The water, sanitary sewer, storm sewer lines and paving have been tested and inspected.

I recommend that the City of Fulshear accept the water lines, sanitary sewer lines, storm sewer system and paving for The Brooks at Cross Creek Ranch Section 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

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

AGENDA OF:	February 20, 2017	AGENDA ITEM:	CON - L
DATE SUBMITTED:	February 13, 2017	DEPARTMENT	Planning and Development
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Fire Line Water Meter Easement – Acceptance for Public Access & Use from Katy ISD for Elementary School No. 41		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Water Meter Easement 2. City Engineer’s Statement of Approval 		
EXPENDITURE REQUIRED:			\$10
AMOUNT BUDGETED:			\$10
FUNDING ACCOUNT:	550-5-000-5381-03		
ADDITIONAL APPROPRIATION REQUIRED:			N/A
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

Katy ISD is in the midst of constructing a new elementary school, Elementary School No. 41, in the Cross Creek Ranch service area within the City of Fulshear. The school must have a designated fire line to serve the school for fire protection. The installation of the fire line requires a separate meter that is in a public easement.

The Katy ISD Board has presented a water meter easement for consideration.

RECOMMENDATION

Staff recommends that council accept the water meter easement.

**WATER METER EASEMENT
(0.0086 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

THAT **KATY INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for an in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **CITY OF FULSHEAR**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of water meters and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon, and through the certain tract of land located in the City of Fulshear, Fort Bend County, Texas, containing 0.0086 acre, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon, and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's right shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purpose for which the Easement is granted. Subject to the rights granted to the Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work; provided, however, Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, changing the size of, operation, placement, inspection, protection, or alteration of the

Facilities. Grantee shall remove at Grantee's expense, trash and debris, as well as any dirt, earth, or other material excavated from the Easement Tract in connection with the Grantee's construction, operation, maintenance, of the facilities that is not used in connection with Grantees activities hereunder.

Grantee shall be solely responsible, at Grantee's sole cost and expense, for the maintenance of the Facilities.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary (except for the provisions relating to sidewalks, driveways, and utilities that are set forth in the immediately following paragraph), Grantor shall not, without the prior written consent of Grantee (which consent shall not be unreasonably withheld, denied, conditioned, or delayed), (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over any Facilities constructed on the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that unreasonably impairs, obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions at Grantor's sole cost and expense.

Notwithstanding anything in the instrument of the contrary, Grantor reserves the right to construct or locate sidewalks and driveways (paved and unpaved) upon, over, and across the surface of the Easement Tract that are constructed or located at least one (1) foot away from the outside perimeter of the Facilities and may construct utility facilities upon, over, under, across, and through the Easement Tract (and may grant easements therefore), without the prior written consent of Grantee but with the prior written notice given by Grantor to Grantee (which notice shall include a copy of the plans for such sidewalks, driveways, and utilities and the location of same within the Easement Tract). Any such sidewalks, driveways, and utilities shall not damage or otherwise unreasonably interfere with the Facilities, and Grantor shall be responsible for any such damage to the Facilities resulting from Grantor's sidewalk, driveway, or utility work or the use and existence of such sidewalks and driveways and Grantor's utilities. Grantor shall be responsible, at its cost, for maintaining all such sidewalks and driveways and its utilities in good repair and condition.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or the use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD the Easement together with, all in singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all is singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Except for the express written terms and provisions set forth in this instrument, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representation, agreements, inducements, or statements to Grantor to induce Grantor into granting the Easement or executing this instrument. This instrument constitutes the entire agreement between Grantor and Grantee, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter thereof.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of the instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individuals executing this instrument on behalf of Grantor and Grantee each represents and warrants to Grantor and Grantee, respectively, that such individual has the requisite authority to execute this instrument on behalf of the Grantor and Grantee, respectively, and to bind Grantor and Grantee, respectively.

Neither party's failure to insist on strict performance in any part of this instrument shall be construed as a waiver of the performance in any other instance.

The instrument and the provisions contained herein shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantees address is City of Fulshear, 30603 FM 1093, Fulshear, TX 77441.

[Signature pages follow this page.]

Attachments:

Exhibit A – Description of Easement Tract

Exhibit B – Sketch of Easement Tract

After recording please return to:

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

EXHIBIT "A"

WATER METER EASEMENT

0.0086 ACRE
375 SQUARE FEET
A.G. SHARPLESS SURVEY
ABSTRACT NO. 322
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0086 acre (375 square foot) tract of land located in the A.G. Sharpless Survey, Abstract Number 322, City of Fulshear, Fort Bend County, Texas and said 0.0086 acre tract of land being out of and a part of Restricted Reserve "A", Katy Independent School District Elementary School No. 41, a subdivision recorded under Plat Number (No.) 20170096 Fort Bend County Plat Records (F.B.C.P.R.) and out of and a part of the called 14.01 acre tract described in the deed to Katy Independent School District recorded under Fort Bend County Clerk's File Numbers (F.B.C.C.F. Nos.) 2016117517 and 2016117736, said 0.0086 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, No. 4204, NAD 1983.)

COMMENCING at a 1/2-inch iron pipe with plastic cap stamped "Brown & Gay" found marking the northerly end of a curved cut-back for the westerly Right-of-Way (R.O.W.) line of Creek Falls Drive (based on a width of 60 feet) recorded under Plat No. 20160238, F.B.C.P.R. and the northerly R.O.W. line of Cross Creek Bend Lane (based on a width of 70 feet) recorded under Plat No. 20160238, F.B.C.P.R., and the most easterly southeast corner of said Restricted Reserve "A";

THENCE, North 08 degrees 46 minutes 25 seconds West, along the westerly R.O.W line of said Creek Falls Drive common with the east line of said Restricted Reserve "A", a distance of 70.36 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" found marking the beginning of a tangent curve to the left in said common line;

THENCE, in a northerly direction, along said curve to the left, continuing along said common line, having a radius 1,770.00 feet, a central angel of 01 degree 47 minutes 19 seconds (chord bears, North 09 degrees 40 minutes 05 seconds West, 55.26 feet) and an arc distance of 55.26 feet, to the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, South 79 degrees 11 minutes 42 seconds West, departing the westerly R.O.W. line of aforesaid Creek Falls Drive and over and across aforesaid Restricted Reserve "A", a distance of 25.00 feet to the southwest corner of the herein described tract;

THENCE, North 10 degrees 48 minutes 18 seconds West, continuing over and across said Restricted Reserve "A", a distance of 15.00 feet, to the northwest corner of the herein described tract;

THENCE, North 79 degrees 11 minutes 42 seconds East, continuing over and across said Restricted Reserve "A", a distance of 25.00 feet, to the beginning of a non-tangent curve to the right in the westerly R.O.W. line of aforesaid Creek Falls Drive and the northeast corner of the herein described tract;

THENCE, in a southerly direction, along said curve to the right, along the westerly R.O.W. line of said Creek Falls Drive, having a radius of 1,770.00 feet, a central angle of 00 degrees 29 minutes 08 seconds (chord bears, South 10 degrees 48 minutes 18 seconds East, 15.00 feet) and an arc distance of 15.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.0086 acre (375 square feet) of land as depicted on the Water Meter Easement Exhibit dated: September 22, 2017, prepared by West Belt Surveying, Inc., Project No. S528-0055D.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker
Joel D. Walker Date: 9/22/17
Texas Registration No. 5189

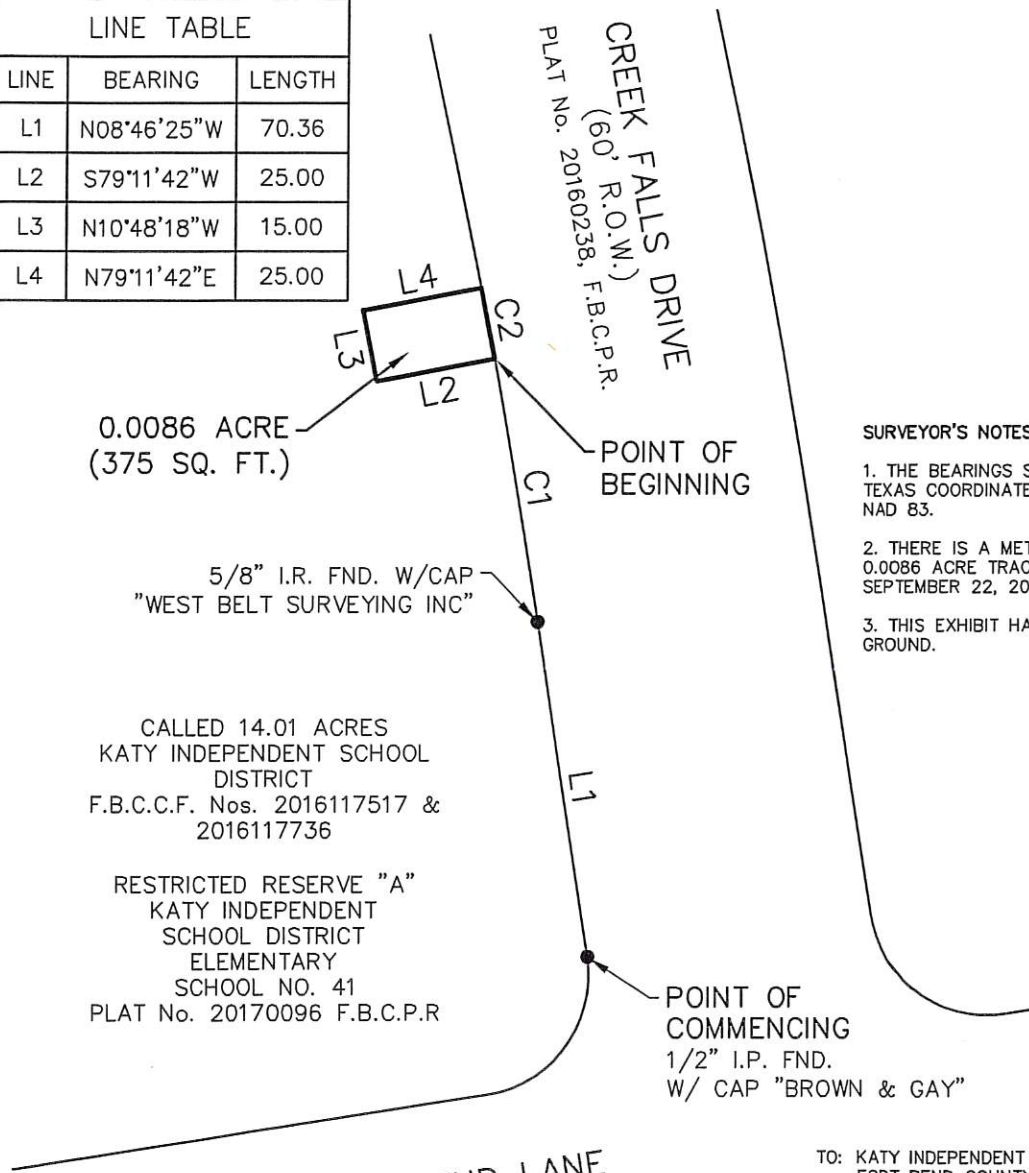
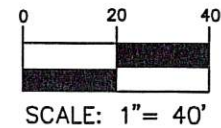
EXHIBIT "B"

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	55.26	1770.00	1°47'19"	27.63	N09°40'05"W	55.26
C2	15.00	1770.00	0°29'08"	7.50	S10°48'18"E	15.00

LINE TABLE

LINE	BEARING	LENGTH
L1	N08°46'25"W	70.36
L2	S79°11'42"W	25.00
L3	N10°48'18"W	15.00
L4	N79°11'42"E	25.00



SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0086 ACRE TRACT SHOWN HEREON, DATED: SEPTEMBER 22, 2017, THAT ACCOMPANIES THIS PLAT.
3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.

CALLED 14.01 ACRES
KATY INDEPENDENT SCHOOL
DISTRICT
F.B.C.C.F. Nos. 2016117517 &
2016117736

RESTRICTED RESERVE "A"
KATY INDEPENDENT
SCHOOL DISTRICT
ELEMENTARY
SCHOOL NO. 41
PLAT No. 20170096 F.B.C.P.R

POINT OF
COMMENCING
1/2" I.P. FND.
W/ CAP "BROWN & GAY"



CROSS CREEK BEND LANE
(70' R.O.W.)
PLAT No. 20160238, F.B.C.P.R.

TO: KATY INDEPENDENT SCHOOL DISTRICT
FORT BEND COUNTY MUD NO. 173

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

9/22/17 *Joel D. Walker*
DATE JOEL D. WALKER, R.P.L.S.
TEXAS REGISTRATION NO. 5189

NO.	DATE	REVISIONS
SCALE: 1" = 40'		
DRAWN BY: AN		
PROJECT NO. S528-0055D		
DATE: SEPTEMBER 22, 2017		

0.0086 ACRE (375 SQ. FT.)
WATER METER EASEMENT
OUT OF THE
A.G. SHARPLESS SURVEY,
ABSTRACT NO. 322
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

WEST  BELT
SURVEYING, INC.
21020 PARK ROW KATY, TX. 77449 PHONE: (281) 599-8288 FAX: (281) 492-0026
CERTIFIED FIRM NO. 10073800

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

AGENDA OF:	February 20, 2018	AGENDA ITEMS:	CON M-T
DATE SUBMITTED:	February 12, 2018	DEPARTMENT:	Planning and Development
PREPARED BY:	Sharon Valiante, Public Works Director, John Brown, Interim Building Official, Brant Gary, Executive Director of Planning and Development	PRESENTER:	David Leyendecker, City Engineer
SUBJECT:	Plat Summaries for Planning and Zoning Commission		
ATTACHMENTS:	1.) City Engineer’s Engineering Reviews: Preliminary Plats for: Polo Ranch Boulevard – Street Dedication Section 1/, Polo Ranch Section 1, Polo Ranch Section 2, Polo Ranch Section 3, R1 Rodgers Road, Williams Center Fulshear, Cross Creek Ranch Water Plant No. 3, and CC F.M. 1093 Tract 3/Preliminary Plat 2.) Application, Plats, & P&Z Commission Letters of Recommendation		

EXECUTIVE SUMMARY

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

1. **Polo Ranch Boulevard – Street Dedication Section 1/Preliminary Plat**
2. **Polo Ranch Section 1/Preliminary Plat**
3. **Polo Ranch Section 2/Preliminary Plat**
4. **Polo Ranch Section 3/Preliminary Plat**
5. **R1 Rodgers Road/Preliminary Plat**
6. **Williams Center Fulshear/Preliminary Plat**
7. **Cross Creek Ranch Water Plant No. 3/Preliminary Plat**
8. **CC F.M. 1093 Tract 3/Preliminary Plat**

The plats, as submitted for consideration, generally meet 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. Plat comments noted in the City Engineer’s report are provided in support of the rules and regulations governing plats and subdivisions of land within the City’s territorial limits and the extra territorial jurisdiction to promote safe, orderly, and healthful development of the City

The Planning and Zoning Commission requested a third-party review of the drainage plan and a presentation to Planning & Zoning prior to final plat approval for the Polo Ranch Plats for Section 1, 2, 3 and the Street Dedication.

RECOMMENDATION

After staff review of the City Engineer's report, staff recommends the City Council approve the plats as submitted, with the associated conditions as represented in the City Engineer's report/review of all the plats submitted herein for consideration with exceptions/requirements as noted.

February 14, 2018

Sharon Valiante, Public Works Director
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: City Planning Commission Meeting
February 9, 2018
City of Fulshear, Texas

Dear Ms.Valiante:

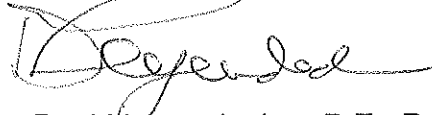
The City Planning Commission met on February 9, 2018 to consider plat approval for eight (8) projects. Listed below are the plats that were considered and the action taken by the Planning Commission:

- 1) Preliminary Plat – Polo Ranch Boulevard – Street Dedication Section 1
This plat was approved after corrections were made.
- 2) Preliminary Plat – Polo Ranch Section 1
This plat was approved after corrections were made.
- 3) Preliminary Plat – Polo Ranch Section 2
This plat was approved after corrections were made.
- 4) Preliminary Plat – Polo Ranch Section 3
This plat was approved after corrections were made.
- 5) Preliminary Plat – R1 Rodgers Road
This plat was approved after corrections were made.
- 6) Preliminary Plat – Williams Center Fulshear
This plat was approved with corrections.
- 7) Preliminary Plat – Cross Creek Ranch Water Plant No. 3
This plat was approved after corrections were made.

- 8) Preliminary Plat – CC F.M. 1093 Tract 3
This plat was approved with corrections.

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



City of Fulshear

PH: 281-346-1796 FAX: 281-346-2556 -- P.O. Box 279/30603 FM 1093 Fulshear, TX 77441

Subdivision/Development Platting Application

12.18.2017

Date: _____
 Subdivision: Polo Ranch Boulevard Development: Polo Ranch

Name Submitted As	Type of Submittal	Date Approved
SUBMITTAL OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Land Plan/Conceptual	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Preliminary
<input type="checkbox"/> Final	<input type="checkbox"/> Revised Final	<input type="checkbox"/> Short Form Final
<input type="checkbox"/> Replat	<input type="checkbox"/> Vacation Plat	<input type="checkbox"/> Admin. (Minor) Plat
<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Street Dedication

TYPE OF PLAT: (Check Appropriate Selection)		
<input checked="" type="checkbox"/> Single-Family Residential	<input type="checkbox"/> Zero Lot Line/ Patio Home	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Building/Office

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 2.694 acs in the Churchill Fulshear A-29

Variance Request: None Requested Yes – Attached Previously Approved Approved

Total Acreage: 2.694
 Number of Streets: 1
 Number of Lots: 0
 Typical Lot Size(ie 80x120): n/a
 Number and Types of Reserves: n/a
 Total Acres in Reserve: n/a

Owner: Century Land Holdings of Texas
 Address: 525 N. Sam Houston PKWY Suite 600
 City/State: Houston, Texas
 Telephone: 832.698.1831

Engineer/Planner: LJA Engineering INC
 Contact Person: Vanessa Piedra
 Telephone: 713.953.5044
 Fax Number: _____
 Email Address: vpiedra@lja.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 <u>533.68</u>
Park Fees (due at Final Plat Application) _____

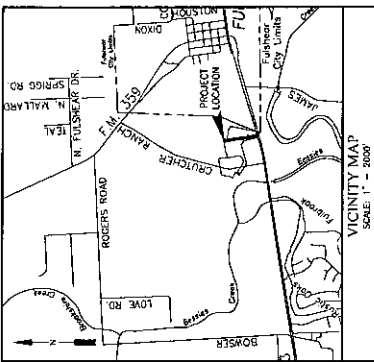
This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application

Vanessa Piedra

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE



VICINITY MAP
SCALE: 1" = 200'

KEY MAP NO. 483

THE 2.894 ACRES OF LAND SHOWN AS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PRELIMINARY PLAT OF
POLO RANCH BOULEVARD
STREET DEDICATION
SECTION 1

A SUBDIVISION OF 2.894 ACRES OF LAND SITUATED IN
THE CHURCHILL PULSHEAR SURVEY, ABSTRACT 29
FORT BEND COUNTY, TEXAS.

0 LO'S 0 RESERVES 0 BLOCKS

DECEMBER 18, 2017

JOB NO. 2457-10080-309

OWNERS:

CENTURY LAND HOLDINGS OF TEXAS, LLC
A COLORADO LIMITED LIABILITY COMPANY

D.B.A. GRAND VIEW BUILDERS

CHRIS CHEN, DMSION PRESIDENT

352 N. 54th HOUSTON HIGHWAY E., SUITE 600, HOUSTON, TEXAS 77060

(832) 684-1831

ENGINEER/SURVEYOR:

LJA Engineering, Inc.

2820 Westpark Drive

Houston, Texas 77062

Phone 713.933.3300

Fax 713.933.3300

Web www.lja.com

T.B.F.L.S. (Form No. 01/19/04)

SHEET 1 OF 2

I, MARIA FLORES, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE PROFESSIONAL LAND SURVEYING ACT, CHAPTER 553, TITLE 55, OF THE TEXAS GOVERNMENT CODE, AND I AM THE SURVEYOR OF RECORD FOR THE SUBJECT PROPERTY. I HAVE CONDUCTED A SURVEY OF THE PROPERTY AND HAVE FOUND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR DEED THAT WOULD AFFECT THE PROPERTY. I HAVE ALSO FOUND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR DEED THAT WOULD AFFECT THE PROPERTY.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE REGISTRATION NO. 6801

THIS PLAT OF POLO RANCH BOULEVARD STREET DEDICATION, SECTION 1 IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF HOUSTON, TEXAS.

THIS _____ DAY OF _____, 2018.

CITY CLERK

THIS PLAT OF POLO RANCH BOULEVARD STREET DEDICATION, SECTION 1 WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF HOUSTON, TEXAS, AND IS SUBJECT TO THE CITY PLANNING COMMISSION'S RESOLUTIONS AND ORDINANCES THAT APPLY TO THE PROPERTY.

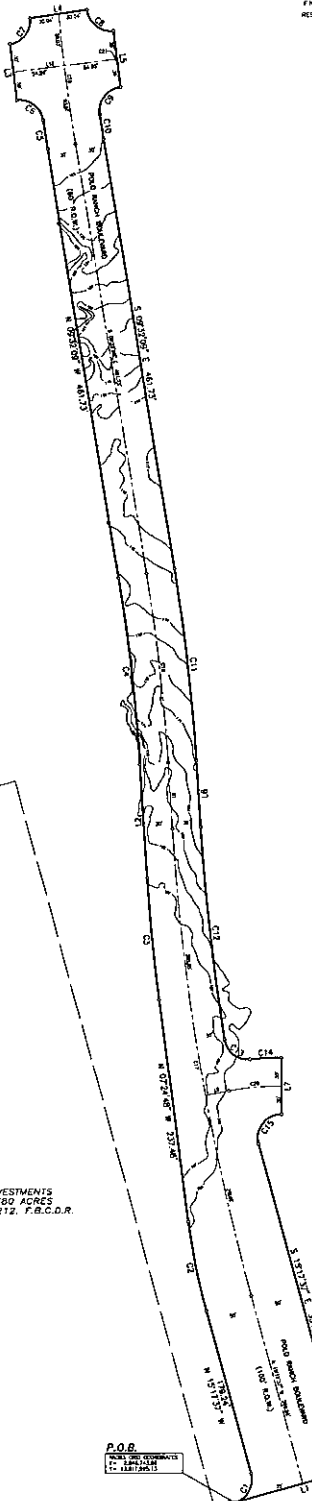
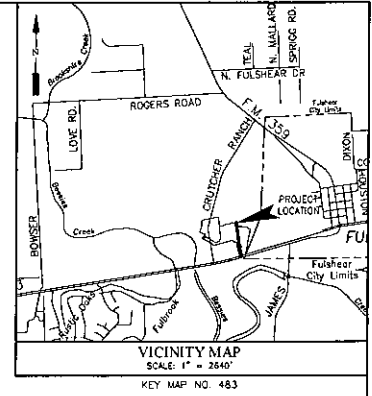
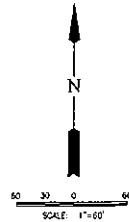
CITY CLERK

I, MARIA FLORES, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CORRECTIVE AMENDMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2018 AT _____ OF THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

CITY CLERK

LEGEND

- BL INDICATES BOUNDARY LINE
- UE INDICATES UTILITY EASEMENT
- DE INDICATES DRAINAGE EASEMENT
- WLE INDICATES WATER LINE EASEMENT
- SSE INDICATES SEWAGE SERVICE EASEMENT
- SEWSE INDICATES SEWER SERVICE EASEMENT
- FBCFR INDICATES FORT BEND COUNTY PUBLIC RECORDS
- FBCOR INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- FBCOFR INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- FBCOFR INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- INDICATES STREET NAME CHANGE
- INDICATES RIGHT-OF-WAY
- INDICATES ADJACENT EASEMENT
- INDICATES POINT OF BEGINNING
- FN INDICATES FILE NUMBER
- RES INDICATES RESERVE



FULSHEAR INVESTMENTS, INC.
CALLED 125.380 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

FULSHEAR INVESTMENTS, INC.
CALLED 125.380 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

FULSHEAR INVESTMENTS
CALLED 125.380 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00	90.000°	25.00	25.00	S 29.4723° E
C2	25.00	72.000°	18.75	18.75	N 11.2500° E
C3	25.00	54.000°	12.50	12.50	N 26.8147° E
C4	1970.00	0.4731°	199.14	199.26	N 86.8727° E
C5	2070.00	0.5212°	208.67	208.82	N 86.9479° E
C6	2170.00	0.5693°	218.20	218.36	N 87.0231° E
C7	2270.00	0.6174°	227.73	227.90	N 87.0983° E
C8	2370.00	0.6655°	237.26	237.43	N 87.1735° E
C9	2470.00	0.7136°	246.79	246.96	N 87.2487° E
C10	1172.00	0.4700°	288.67	288.87	S 0.0020° E
C11	2620.00	0.4771°	268.20	268.37	S 29.2573° E
C12	2720.00	0.5252°	277.73	277.90	S 29.3325° E
C13	2820.00	0.5733°	287.26	287.43	S 29.4077° E
C14	2920.00	0.6214°	296.79	296.96	S 29.4829° E
C15	3020.00	0.6695°	306.32	306.49	S 29.5581° E
C16	3120.00	0.7176°	315.85	316.02	S 29.6333° E
C17	3220.00	0.7657°	325.38	325.55	S 29.7085° E
C18	3320.00	0.8138°	334.91	335.08	S 29.7837° E
C19	3420.00	0.8619°	344.44	344.61	S 29.8589° E
C20	3520.00	0.9100°	353.97	354.14	S 29.9341° E
C21	3620.00	0.9581°	363.50	363.67	S 30.0093° E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 29.4723° E	196.00
L2	N 11.2500° E	131.00
L3	N 26.8147° E	85.00
L4	N 87.1735° E	42.00
L5	S 0.0020° E	62.00
L6	S 29.2573° E	29.57
L7	S 29.3325° E	46.00
L8	N 87.0983° E	30.41
L9	S 29.4077° E	35.11
L10	S 29.4829° E	108.41

- NOTES:
- BENCHMARK: IRIS MONUMENT (H200) ON TOP OF A STAINLESS STEEL ROD THAT IS ENCASED IN A 3 INCH PVC PIPE WITH A LUG CAP STAMPED H200 44 1996. THE POINT IS LOCATED +/- 73 FEET WEST OF THE CENTERLINE OF FM 1463 AND +/- 0.24 MILES NORTH OF THE INTERSECTION OF FM 1463 AND CHURCHILL FARMS BVD. WAY, TX. ELEV. = 136.21 FEET NAVD83.
 - REU INDICATES TEMPORARY BENCHMARK: TOP 1" TOP OF 3/8" IRON ROD WITH ALUMINUM ROD SET IN CONCRETE +/- 20 FEET NORTH OF THE CENTERLINE OF POLO RANCH BOULEVARD. THE POINT IS LOCATED +/- 110 FEET WEST OF THE CENTERLINE OF THE INTERSECTION OF FULSHEAR ROAD AND FM 1463. ELEV. = 139.15 FEET NAVD83. ADJUST TO FORT BEND CO LEARN DATUM ADD 0.29 FEET.
 - ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD83.
 - THE COORDINATES SHOWN HEREIN ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 TEXAS GEODETIC SYSTEM (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING CORRECTION SCALE 1.00011591065.
 - THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
 - THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 2018. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 - THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 174, FORT BEND SUBSIDIARY DISTRICT, FORT BEND COUNTY UTILITY DISTRICT, LEACH CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF FULSHEAR AND FORT BEND COUNTY.
 - THIS SUBDIVISION LIES WITHIN UNINSURED ZONE "A" FOR FLOOD PROOFING (EMERGENCY MANAGEMENT AGENCY) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 26151C (FIRM), FIRM DATE: 1/15/10. THERE IS AN AREA OUTSIDE THE LEACH WATERSHED FLOODPLAIN, LIA DOES NOT WARRANT NON-SUBSIDIARY TO THE ACCURACY OF SCALE OF THIS MAP.
 - APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
 - THERE ARE NO PRELIMINARY OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
 - PLATEGHS (5/8") HIGH IRON RODS THREE (3) FEET IN LENGTH WITH PLASTIC CAP WATERSHED "LA ENG" ARE SET ON ALL PERMANENT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.

**PRELIMINARY PLAT OF
POLO RANCH BOULEVARD
STREET DEDICATION
SECTION I**

A SUBDIVISION OF 2.694 ACRES OF LAND SITUATED IN THE CHURCHILL FULSHEAR SURVEY, ABSTRACT 23 FORT BEND COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS
DECEMBER 18, 2017 JOB NO. 2457-1008C-309
OWNERS:
CENTURY LAND HOLDINGS OF TEXAS, LLC
A COLORADO LIMITED LIABILITY COMPANY
D.B.A. GRAND VIEW BUILDERS
CHRIS CHEW, DIVISION PRESIDENT
525 N. SAM HOUSTON PARKWAY E., SUITE 600, HOUSTON, TEXAS 77060
(832) 658-1831
ENGINEER/SURVEYOR:

LJA Engineering, Inc.
2709 Shiloh Drive Phone 713-933-5200
Suite 600 Fax 713-933-5202
Houston, Texas 77042 FIRM - F-1346
1.B.P.L.S. Firm No. 10115591

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 Polo Ranch Boulevard - Street Dedication Section 1 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-6-18

City Secretary

Processed
 Returned for additional data

BY: X-Keef DATE: 12-18-2017

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 2.9.18

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



City of Fulshear

PH: 281-346-1796 FAX: 281-346-2556 -- P.O. Box 279/30603 FM 1093 Fulshear, TX 77441

Subdivision/Development Platting Application

Date: 12.18.2017
 Subdivision: Polo Ranch Section 1 Development: Polo Ranch

Name Submitted As	Type of Submittal	Date Approved
SUBMITTAL OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Land Plan/Conceptual	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Preliminary
<input type="checkbox"/> Final	<input type="checkbox"/> Revised Final	<input type="checkbox"/> Short Form Final
<input type="checkbox"/> Replat	<input type="checkbox"/> Vacation Plat	<input type="checkbox"/> Admin. (Minor) Plat
<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Street Dedication

TYPE OF PLAT: (Check Appropriate Selection)		
<input checked="" type="checkbox"/> Single-Family Residential	<input type="checkbox"/> Zero Lot Line/ Patio Home	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Building/Office

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 11.803 acs in the Churchill Fulshear A-29

Variance Request: None Requested Yes - Attached Previously Approved Approved

Total Acreage: 11.803
 Number of Streets: 2
 Number of Lots: 37
 Typical Lot Size (ie 80x120): 45'x130'
 Number and Types of Reserves: 2-Landscape/Open space
 Total Acres in Reserve: 2.577

Owner: Century Land Holdings of Texas
 Address: 525 N. Sam Houston PKWY Suite 600
 City/State: Houston, Texas
 Telephone: 832.698.1831

Engineer/Planner: LJA Engineering INC
 Contact Person: Vanessa Piedra
 Telephone: 713.953.5044
 Fax Number: _____
 Email Address: vpiedra@lja.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	<u>\$ 777.04</u>
Park Fees (due at Final Plat Application)	_____

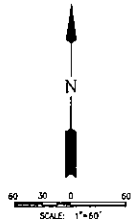
This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application

Vanessa Piedra

SIGNATURE

TYPED OR PRINTED NAME/TITLE

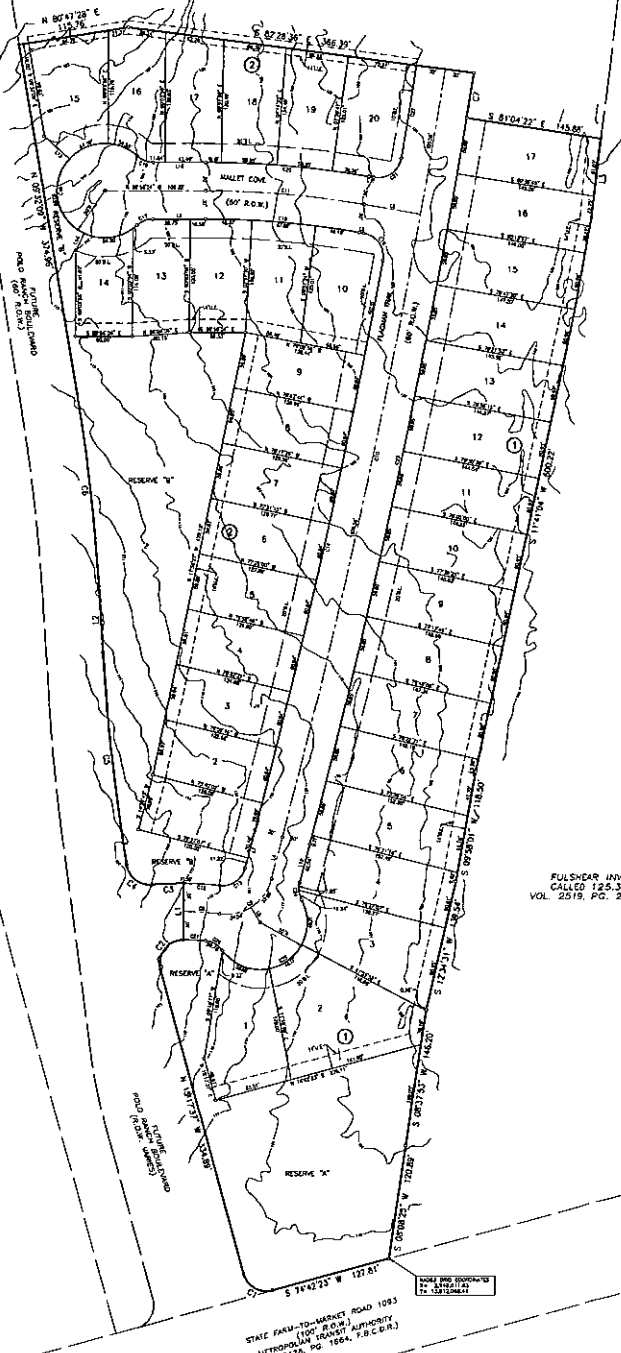
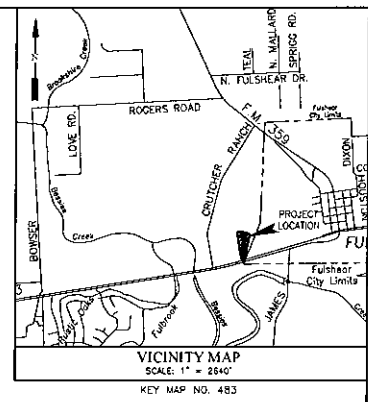
DATE



FULSHEAR INVESTMENTS
CALLED 125.380 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

FULSHEAR INVESTMENTS
CALLED 125.300 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

FULSHEAR INVESTMENTS
CALLED 125.300 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.



NOTES

1. BENCHMARK: NOS MONUMENT 86.00 TOP OF A STAINLESS STEEL ROD THAT IS ENCASED IN A 3 INCH DIA PIPE WITH A LOCK CAP STAMPED ACROSS 86.00. THE POINT IS LOCATED 4'-7.75 FEET WEST OF THE CENTERLINE OF FM 1445 AND 4'-0.24 FEET NORTH OF THE INTERSECTION OF FM 1445 AND CHARLES FARM BLDG. HWY. 16. ELEV. = 136.24 FEET NAVD83.
2. TBM INDICATES TEMPORARY BENCHMARK: TBM 1: TOP OF 3/8 INCH DIA ROD WITH ALUMINUM DISK SET IN CONCRETE 4'-7.75 FEET NORTH OF THE CENTERLINE OF FULSHEAR ROAD. THE POINT IS LOCATED 4'-7.75 FEET WEST OF THE CENTERLINE OF THE INTERSECTION OF FULSHEAR ROAD AND FM 1445. ELEV. = 139.15 FEET NAVD83.
3. TO ADJUST TO FORT BEND CO. LEAS DATUM ADD 0.29 FEET.
4. ELEVATIONS FOR DRAINAGE CONTROL LINES ARE BASED UPON NAVD-83.
5. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 TEXAS COORDINATE SYSTEM (DADMS) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING CORRECTION SCALE 1.0001181005.
6. THIS PLAN WILL BE PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
7. THIS PLAN WAS PREPARED FROM INFORMATION FURNISHED BY THE TITLE OF CENTRAL TEXAS DISTRICTS DATE 07/20/11. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY OR _____.
8. THIS PLAN LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 174, FORT BEND SUBSIDIARY DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF FULSHEAR AND FORT BEND COUNTY.
9. THIS SUBDIVISION LIES WITHIN UNSHOULDERED ZONE 1 AS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 18157C (FIRM) REVISED APRIL 1, 2010. DESIGN AS ARIAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN; LIA DOES NOT WARRANT FOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
10. APPROVAL OF THIS PLAN WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
11. THERE ARE NO KNOWN HIGH PRESSURE GASDEWITS WITHIN THE LIMITS OF THE SUBDIVISION. (IF ALL PIPELINES AND/OR PIPELINE EASEMENTS ARE AS SHOWN.)
12. END-CENTS (5/8") IRON RODS THREE (3) FEET IN LENGTH WITH PLASTIC CAP MARKED "LH END" ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.

FULSHEAR INVESTMENTS
CALLED 125.300 ACRES
VOL. 2519, PG. 212, F.B.C.D.R.

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00	89.230°	28.27	26.38	N 89.173° E
C2	25.00	125.81°	40.82	28.81	N 37.25° E
C3	30.00	91.46°	33.27	24.14	N 87.51° E
C4	25.00	89.230°	28.27	26.38	N 89.173° E
C5	45.00	116.26°	29.57	22.47	N 82.23° E
C6	200.00	17.71°	28.13	28.13	N 84.28° E
C7	833.00	2.52°	14.26	14.26	S 12.62° W
C8	200.00	17.71°	28.13	28.13	N 84.28° E
C9	20.00	87.14°	23.87	24.21	N 86.93° E
C10	600.00	3.54°	10.11	10.11	N 87.30° E
C11	1100.00	2.01°	18.29	18.29	N 87.93° E
C12	200.00	17.71°	28.13	28.13	N 84.28° E
C13	20.00	87.14°	23.87	24.21	N 86.93° E
C14	700.00	2.73°	11.89	11.89	N 12.17° E
C15	20.00	87.14°	23.87	24.21	N 86.93° E
C16	1100.00	2.01°	18.29	18.29	N 87.93° E
C17	20.00	87.14°	23.87	24.21	N 86.93° E
C18	600.00	3.54°	10.11	10.11	N 87.30° E
C19	25.00	89.230°	28.27	26.38	N 89.173° E
C20	100.00	15.47°	17.11	17.11	N 89.56° E
C21	20.00	87.14°	23.87	24.21	N 86.93° E
C22	25.00	89.230°	28.27	26.38	N 89.173° E
C23	100.00	15.47°	17.11	17.11	N 89.56° E
C24	20.00	87.14°	23.87	24.21	N 86.93° E
C25	25.00	89.230°	28.27	26.38	N 89.173° E
C26	100.00	15.47°	17.11	17.11	N 89.56° E
C27	20.00	87.14°	23.87	24.21	N 86.93° E

LINE	BEARING	DISTANCE
L1	N 89.173° E	86.00
L2	N 89.173° E	76.00
L3	S 29.52° W	83.29
L4	N 14.83° E	64.38
L5	N 37.25° E	18.87
L6	N 89.173° E	86.00
L7	N 14.83° E	47.80
L8	N 89.173° E	1.82
L9	N 89.56° E	56.57
L10	S 89.56° E	56.57
L11	S 89.173° E	1.82
L12	N 14.83° E	47.80
L13	N 89.173° E	1.82
L14	N 89.173° E	86.00

LEGEND

- BL INDICATES BULKING LINE
- U.E. INDICATES UTILITY EASEMENT
- O.E. INDICATES ORANGE EASEMENT
- W.E. INDICATES WATER EASEMENT
- S.E.L. INDICATES SANITARY SEWER EASEMENT
- S.W.S.E. INDICATES STORM SEWER EASEMENT
- F.B.C.P.A. INDICATES FORT BEND COUNTY PUBLIC RECORDS
- F.B.C.D.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- F.B.C.D.A. INDICATES FORT BEND COUNTY DEED RECORDS
- INDICATES STREET NAME CHANGE
- R.O.W. INDICATES RIGHT-OF-WAY
- A.E. INDICATES AERIAL EASEMENT
- F.O.B. INDICATES POINT OF BEGINNING
- F.M. INDICATES FILE NUMBER
- RES. INDICATES RESERVE

RESERVE	ACREAGE	SQ. FT.	TYPE
A	1.112	45,442	RESTRICTED TO LANDSCAPE/OPENSPACE
B	1.483	63,831	RESTRICTED TO LANDSCAPE/OPENSPACE
TOTAL	2.595	109,273	

PRELIMINARY PLAT OF
POLO RANCH
SECTION 1

A SUBDIVISION OF 11,803 ACRES OF LAND SITUATED IN THE CHURCHILL, FULSHEAR SURVEY, ABSTRACT 29 FORT BEND COUNTY, TEXAS.

37 LOTS 2 RESERVES (2,577 ACRES) 2 BLOCKS
DECEMBER 18, 2017 JOB NO. 2457-0000-000

OWNERS:
CENTURY LAND HOLDINGS OF TEXAS, LLC
A COLORADO LIMITED LIABILITY COMPANY
D.B.A. GRAND VIEW BUILDERS
CHRIS CHEW, DIVISION PRESIDENT
525 N. SAM HOUSTON PARKWAY E., SUITE 600, HOUSTON, TEXAS 77060
(832) 688-1831
ENGINEER/SURVEYOR:

LJA Engineering, Inc.
2023 Shepherd Drive
Suite 600
Houston, Texas 77042
Phone 713-953-5200
Fax 713-953-9206
FIRM - F-1336
TBL PLS Form No. 101-95501

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 Polo Ranch Section 1 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-7-18

City Secretary

Processed
 Returned for additional data

BY: K. Kofy DATE: 12-18-2017

Planning Commission Review

Approved
 Returned for additional data

PER REQUEST 3RD PARTY DRAINAGE REVIEW AND DESIGN ENGINEER PRESENTATION ON DRAINAGE @ FINAL PLAT

BY: Amy Kream DATE: 2.9.18

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



Incorporated 1977

REC'D DEC 18 2017

City of Fulshear

PH: 281-346-1796 FAX: 281-346-2556 -- P.O. Box 279/30603 FM 1093 Fulshear, TX 77441

Subdivision/Development Platting Application

Date: 12.18.2017
Subdivision: Polo Ranch Section 2 Development: Polo Ranch

Name Submitted As	Type of Submittal	Date Approved
SUBMITTAL OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Land Plan/Conceptual	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Preliminary
<input type="checkbox"/> Final	<input type="checkbox"/> Revised Final	<input type="checkbox"/> Short Form Final
<input type="checkbox"/> Replat	<input type="checkbox"/> Vacation Plat	<input type="checkbox"/> Admin. (Minor) Plat
<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Street Dedication

TYPE OF PLAT: (Check Appropriate Selection)

<input checked="" type="checkbox"/> Single-Family Residential	<input type="checkbox"/> Zero Lot Line/ Patio Home	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Building/Office

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 18.425 acs in the Churchill Fulshear A-29

Variance Request: None Requested Yes - Attached Previously Approved Approved

Total Acreage: 18.425
 Number of Streets: 3
 Number of Lots: 42
 Typical Lot Size(ie 80x120): 45'x130'
 Number and Types of Reserves: 4 - Drainage/Landscape/Open space
 Total Acres in Reserve: 7.741

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
 2nd Review of plats - \$100.00 (each additional review)
TOTAL PLATTING FEE \$ 877.32
 Park Fees (due at Final Plat Application) _____

Owner: Century Land Holdings of Texas
 Address: 525 N. Sam Houston PKWY Suite 600
 City/State: Houston, Texas
 Telephone: 832.698.1831

Engineer/Planner: LJA Engineering INC
 Contact Person: Vanessa Piedra
 Telephone: 713.953.5044
 Fax Number: _____
 Email Address: vpiedra@lja.com

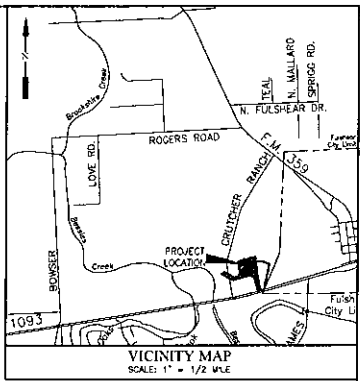
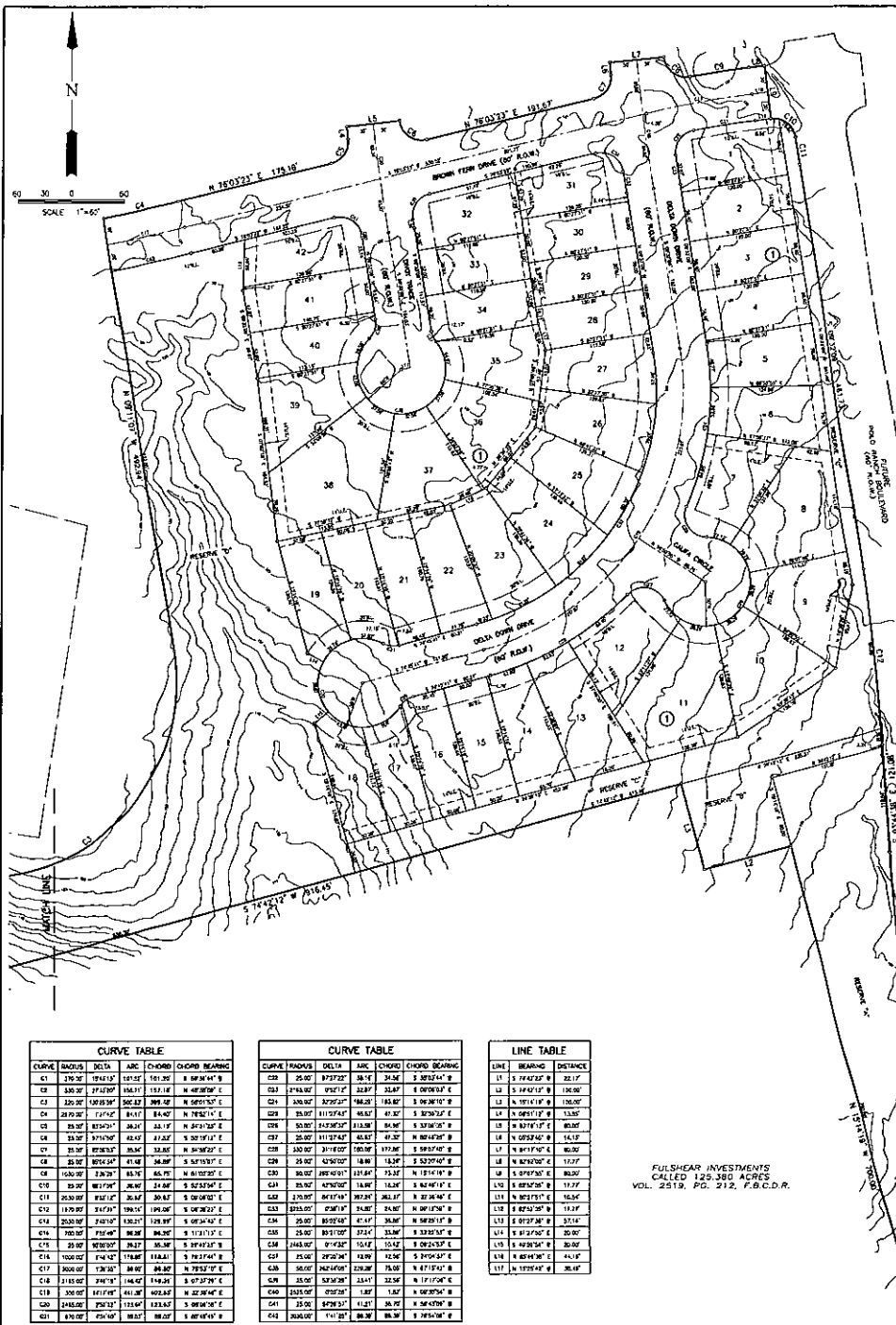
This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application

Vanessa Piedra

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE



- LEGEND**
- BL. ROGUES BRADING LINE
 - D.E. ROGUES UTILITY EASEMENT
 - D.L. ROGUES DRAINAGE EASEMENT
 - M.E. ROGUES WATER LINE EASEMENT
 - S.S.E. ROGUES SANITARY SEWER EASEMENT
 - ST.S.E. ROGUES STORM SEWER EASEMENT
 - F.B.C.P.A. ROGUES FORT BEND COUNTY PUBLIC RECORDS
 - F.B.C.O.R. ROGUES FORT BEND COUNTY OFFICIAL RECORDS
 - F.A.C.P.A. ROGUES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.B.C.D.R. ROGUES FORT BEND COUNTY DEED RECORDS
 - ST.S.E. ROGUES STREET NAME CHANGE
 - R.O.W. ROGUES RIGHT-OF-WAY
 - R.E. ROGUES RURAL EASEMENT
 - P.O.B. ROGUES POINT OF BEGINNING
 - F.N. ROGUES FILE NUMBER
 - R.S. ROGUES RESERVE

FULSHEAR INVESTMENTS, INC.
 CALLED 125.380 ACRES
 VOL. 2519, PG. 212, F.B.C.D.R.

CURVE TABLE

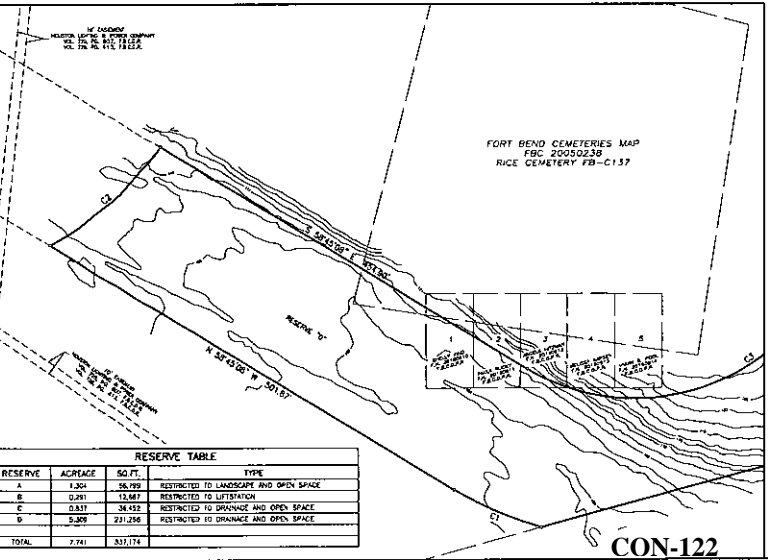
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	170.00	180.00	180.00	180.00	S 89°54'18" W
C2	150.00	271.00	164.17	152.16	N 46°28'50" E
C3	120.00	108.00	108.00	108.00	N 65°53'51" E
C4	240.00	171.42	81.17	84.40	N 78°52'14" E
C5	30.00	87.00	26.17	22.17	N 87°34'30" E
C6	30.00	57.00	16.50	13.25	N 87°34'30" E
C7	30.00	87.00	26.17	22.17	N 87°34'30" E
C8	30.00	87.00	26.17	22.17	N 87°34'30" E
C9	150.00	180.00	180.00	180.00	N 81°02'30" E
C10	30.00	87.00	26.17	22.17	S 82°32'54" E
C11	240.00	171.42	81.17	84.40	N 80°00'00" E
C12	180.00	108.00	108.00	108.00	N 66°28'32" E
C13	200.00	110.00	110.00	110.00	S 65°34'42" E
C14	700.00	150.00	150.00	150.00	S 11°31'12" E
C15	30.00	87.00	26.17	22.17	S 29°13'30" E
C16	150.00	180.00	180.00	180.00	N 78°34'30" E
C17	210.00	126.00	126.00	126.00	S 67°32'30" E
C18	300.00	180.00	180.00	180.00	N 82°26'42" E
C19	240.00	171.42	81.17	84.40	S 89°00'00" E
C20	150.00	180.00	180.00	180.00	S 86°45'42" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C21	20.00	97.00	28.43	20.56	S 32°54'18" E
C22	20.00	97.00	28.43	20.56	S 02°06'10" E
C23	20.00	97.00	28.43	20.56	S 32°54'18" E
C24	20.00	97.00	28.43	20.56	S 32°54'18" E
C25	20.00	97.00	28.43	20.56	S 32°54'18" E
C26	20.00	97.00	28.43	20.56	S 32°54'18" E
C27	20.00	97.00	28.43	20.56	S 32°54'18" E
C28	20.00	97.00	28.43	20.56	S 32°54'18" E
C29	20.00	97.00	28.43	20.56	S 32°54'18" E
C30	20.00	97.00	28.43	20.56	S 32°54'18" E
C31	20.00	97.00	28.43	20.56	S 32°54'18" E
C32	20.00	97.00	28.43	20.56	S 32°54'18" E
C33	20.00	97.00	28.43	20.56	S 32°54'18" E
C34	20.00	97.00	28.43	20.56	S 32°54'18" E
C35	20.00	97.00	28.43	20.56	S 32°54'18" E
C36	20.00	97.00	28.43	20.56	S 32°54'18" E
C37	20.00	97.00	28.43	20.56	S 32°54'18" E
C38	20.00	97.00	28.43	20.56	S 32°54'18" E
C39	20.00	97.00	28.43	20.56	S 32°54'18" E
C40	20.00	97.00	28.43	20.56	S 32°54'18" E
C41	20.00	97.00	28.43	20.56	S 32°54'18" E
C42	20.00	97.00	28.43	20.56	S 32°54'18" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 34°42'30" W	20.00
L2	S 34°42'30" W	100.00
L3	N 10°14'18" E	100.00
L4	N 08°13'12" E	13.00
L5	N 87°34'30" E	60.00
L6	N 02°06'10" W	13.00
L7	N 84°17'30" E	60.00
L8	N 82°52'42" E	17.00
L9	S 02°06'10" E	60.00
L10	S 02°06'10" E	17.00
L11	N 80°00'00" W	13.00
L12	S 82°32'54" E	17.00
L13	S 02°06'10" E	17.00
L14	S 02°06'10" E	20.00
L15	S 02°06'10" E	20.00
L16	N 86°45'42" E	60.00
L17	N 10°14'18" E	30.00



RESERVE TABLE

RESERVE	ACREAGE	SQ. FT.	TYPE
A	1.204	65,750	RESTRICTED TO LANDSCAPE AND OPEN SPACE
B	0.291	12,487	RESTRICTED TO UTILIZATION
C	0.837	38,432	RESTRICTED TO DRAINAGE AND OPEN SPACE
D	5.209	231,256	RESTRICTED TO DRAINAGE AND OPEN SPACE
TOTAL	7.541	337,174	

CON-122

**PRELIMINARY PLAT OF
 POLO RANCH
 SECTION 2**

A SUBDIVISION OF 18.425 ACRES OF LAND SITUATED IN THE CHURCHILL FULSHEAR SURVEY, ABSTRACT 29 FORT BEND COUNTY, TEXAS.

42 LOTS 4 RESERVES (7.741 ACRES) 1 BLOCK
 DECEMBER 18, 2017 JOB NO. 2457-1020C-309

OWNERS:
CENTURY LAND HOLDINGS OF TEXAS, LLC
 A COLORADO LIMITED LIABILITY COMPANY
 D.B.A. GRAND VIEW BUILDERS
 CHRIS CHEW, DIVISION PRESIDENT
 925 W. SAM HOUSTON PARKWAY E., SUITE 600, HOUSTON, TEXAS 77060
 (832) 698-1831
 ENGINEER/SURVEYOR:

LJA Engineering, Inc.
 20011 Spring Drive
 Suite 500
 Houston Texas 77242
 Phone 713.653.8200
 Fax 713.653.5626
 EMail: F-1336
 T8 PLS FaxTo: 18110551

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 Polo Ranch Section 2 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-7-18

City Secretary

Processed
 Returned for additional data

BY: K. Keyf DATE: 12-18-2017

Planning Commission Review

Approved
 Returned for additional data

P:2 REQUESTS 3RD PARTY DRAINAGE REVIEW AND PRESENTATION BY
DESIGN ENGINEER @ FINAL PLAT
BY: AMM DREN DATE: 2-9-18

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



Incorporated 1977

REC'D DEC 18 2017

City of Fulshear

PH: 281-346-1796 FAX: 281-346-2556 -- P.O. Box 279/30603 FM 1093 Fulshear, TX 77441

Subdivision/Development Platting Application

Date: 12.18.2017

Subdivision: Polo Ranch Section 3 Development: Polo Ranch

Name Submitted As	Type of Submittal	Date Approved
SUBMITTAL OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Land Plan/Conceptual	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Preliminary
<input type="checkbox"/> Final	<input type="checkbox"/> Revised Final	<input type="checkbox"/> Short Form Final
<input type="checkbox"/> Replat	<input type="checkbox"/> Vacation Plat	<input type="checkbox"/> Admin. (Minor) Plat
<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Street Dedication

TYPE OF PLAT: (Check Appropriate Selection)

<input checked="" type="checkbox"/> Single-Family Residential	<input type="checkbox"/> Zero Lot Line/ Patio Home	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Building/Office

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 19.305 acs in the Churchill Fulshear A-29

Variance Request: None Requested Yes - Attached Previously Approved Approved

Total Acreage: 19.305

Number of Streets: 5

Number of Lots: 71

Typical Lot Size(ie 80x120): 45'x130'

Number and Types of Reserves: 1 - Open space

Total Acres in Reserve: 3.631

Owner: Century Land Holdings of Texas

Address: 525 N. Sam Houston PKWY Suite 600

City/State: Houston, Texas

Telephone: 832.698.1831

Engineer/Planner: LJA Engineering INC

Contact Person: Vanessa Piedra

Telephone: 713.953.5044

Fax Number: _____

Email Address: vpiedra@lja.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	<u>\$989.81</u>
Park Fees (due at Final Plat Application)	_____

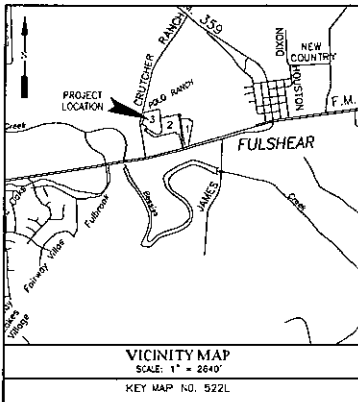
This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application

Vanessa Piedra

SIGNATURE

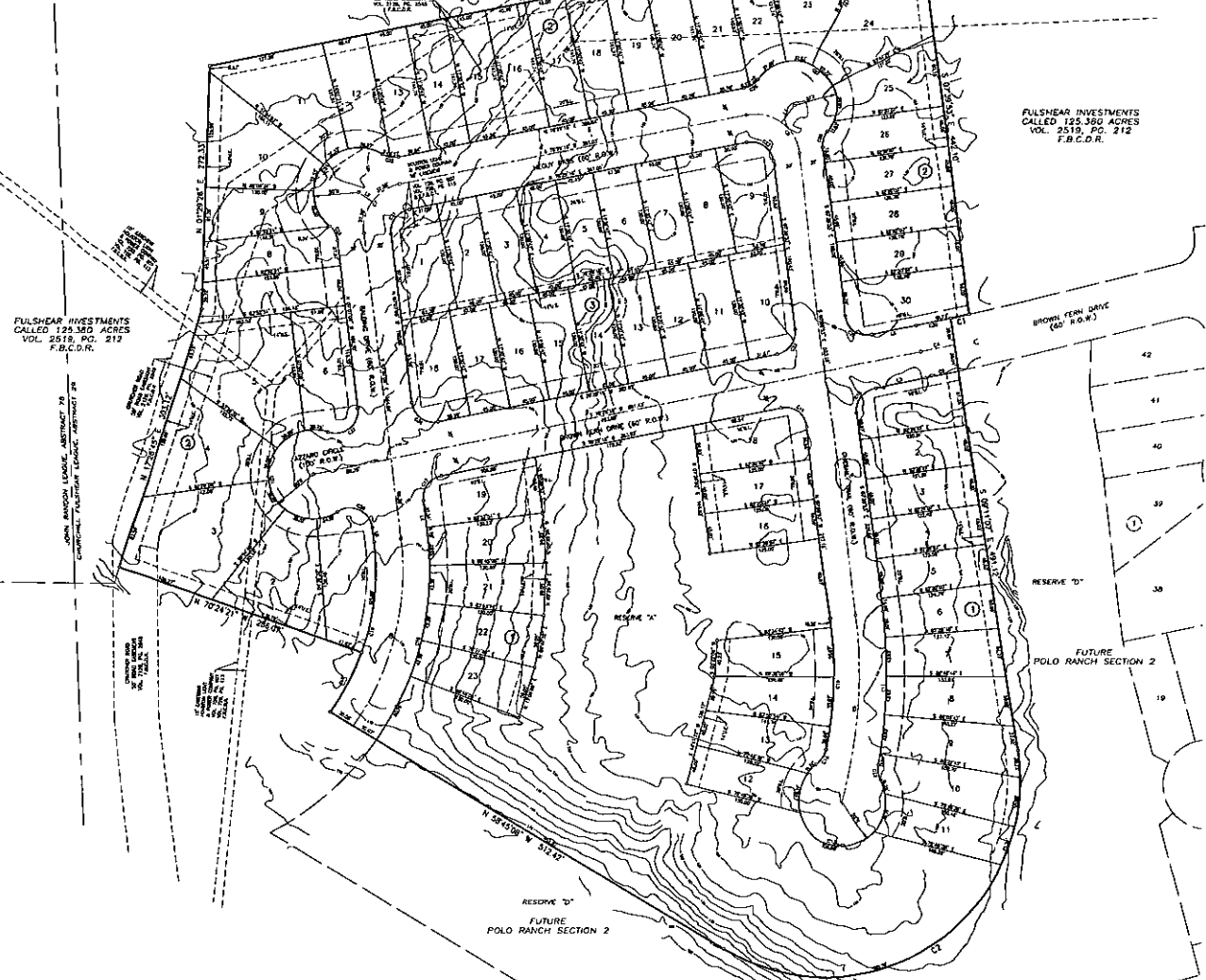
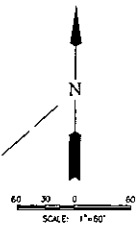
TYPED OR PRINTED NAME/TITLE

DATE



- LEGEND**
- BL INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - S.U.S.E. INDICATES STORM SEWER EASEMENT
 - F.R.C.P.A. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.R.C.O.A. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.R.C.D.P.A. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.R.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - INDICATES STREET NAME CHANGE
 - R.O.N. INDICATES RIGHT-OF-WAY
 - A.E. INDICATES AERIAL EASEMENT
 - P.O.B. INDICATES POINT OF BEGINNING
 - F.P.A. INDICATES FILE NUMBER
 - RES INDICATES RESERVE

FULSHEAR INVESTMENTS
CALLED 125,380 ACRES
VOL. 2519, PG. 212
F.B.C.D.R.



RESERVE TABLE

RESERVE	ACRES	SQ. FT.	TYPE
A	1.862	140,099	RESTRICTED TO OPEN SPACE
TOTAL	1.862	140,099	

FULSHEAR INVESTMENTS
CALLED 125,380 ACRES
VOL. 2519, PG. 212
F.B.C.D.R.

- NOTES**
- BENCHMARK WAS MONUMENT HOOD 66" TOP OF A STAINLESS STEEL ROD THAT IS ENCASED IN A 3" INCH PVC PIPE WITH A 1/2" CAP STAMPED HOSCO 64 1136. THE POINT IS LOCATED 1/4" - 77 FEET WEST OF THE CENTERLINE OF FM 1443 AND 1/4" - 0.34 MILES NORTH OF THE INTERSECTION OF FM 1443 AND CHURCHILL PARKWAY ROAD, 1/4" - 1/4" ELEV. = 138.31 FEET NAVIGAR
 - 1/2" INCH DIAMETER BENCHMARK TBM #1 FOR OF 5/8" INCH IRON ROD WITH ALUMINUM 1000 SET IN CONCRETE 1/4" - 30 FEET NORTH OF THE CENTERLINE OF FULSHEAR ROAD. THE POINT IS LOCATED 1/4" - 310 FEET WEST OF THE CENTERLINE OF THE INTERSECTION FAY FULSHEAR ROAD AND FM 1443. ELEV. = 139.15 FEET NAVIGAR TO ADJUST TO FORT BEND CO. LEV. DATUM AND 0.39 FEET.
 - ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD-83
 - THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 TEXAS COORDINATE SYSTEM (DACS) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING CORRECTIONS: SCALE 1.0001331045.
 - THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
 - THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, P.L.L.C., DATED 01/28/2018. THE SURVEYOR HAS NOT INVESTIGATED THE ABOVE PROPERTY.
 - THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MANAGER, UTILITY DISTRICT NO. 174, FORT BEND COUNTY MANAGER, DISTRICT FORT BEND COUNTY UTILITY DISTRICT, LAMAR CONSOLIDATED INDEPENDENCE SCHOOL DISTRICT, THE CITY OF FULSHEAR AND FORT BEND COUNTY.
 - THIS SUBDIVISION LIES WITHIN ZONE 1 AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE (FIRM) (FIRM) MAP NO. 22064 AND 24112 (2009). HOUSED APRIL 2, 2014 (DEFERRED AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). LIP CODE NOT SHOWN. YOUR SUBSCRIBER TO THE AGENCY OR SCALE OF THIS MAP.
 - APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NO RECORDS IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
 - THERE ARE NO PARCELS NON APPLICABLE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
 - PIPE-EDGERS (3/4") IRON MON RODS (33 FEET IN LENGTH WITH PLASTIC CAP MARKED "L" INCH ARE SET ON ALL PERIMETER BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

LINE TABLE

LINE	BEARING	DISTANCE
11	S 20°21'11" E	33.64'
12	S 34°16'31" E	18.15'
13	S 78°18'14" E	86.03'
14	S 07°27'04" E	38.84'
15	N 87°07'58" E	118.87'
16	N 8°27'04" E	50.64'

CURVE TABLE

CURVE	BACKSIGHT	DELTA	ARC	CHORD	CHORD BEARING
C1	29.000'	92°24'	20.07'	22.07'	S 77°26'38" E
C2	302.00'	132°25'36"	300.82'	298.18'	S 88°15'52" E
C3	370.00'	118°50'00"	354.32'	347.17'	N 27°25'41" E
C4	300.00'	84°00'00"	284.52'	284.52'	N 70°21'17" E
C5	500.00'	321°15'36"	313.38'	308.94'	N 80°23'24" E
C6	30.00'	87°52'45"	81.87'	81.87'	N 54°31'18" E
C7	50.00'	89°38'37"	74.17'	67.86'	S 28°11'50" E
C8	300.00'	127°07'18"	281.89'	274.86'	N 17°52'51" E
C9	300.00'	81°00'00"	272.22'	272.22'	S 89°00'14" E
C10	30.00'	88°00'00"	27.36'	24.13'	S 82°42'42" E
C11	300.00'	181°14'41"	172.83'	174.19'	S 81°40'37" E
C12	30.00'	89°57'54"	17.31'	17.16'	S 89°20'04" E
C13	30.00'	289°57'54"	331.95'	331.95'	N 27°25'41" E
C14	20.00'	149°18'18"	20.00'	18.00'	N 02°22'51" E
C15	470.00'	127°07'18"	140.07'	147.47'	N 17°51'40" E
C16	33.00'	83°32'48"	49.85'	34.52'	N 54°30'18" E
C17	30.00'	89°38'37"	37.21'	33.87'	S 81°10'08" E

CURVE TABLE

CURVE	BACKSIGHT	DELTA	ARC	CHORD	CHORD BEARING
C18	300.00'	41°58'36"	243.57'	236.95'	S 17°52'10" E
C19	210.00'	42°48'31"	221.80'	186.86'	S 14°51'17" E
C20	250.00'	11°05'40"	246.66'	42.40'	N 85°10'01" E
C21	300.00'	282°17'20"	300.82'	284.81'	N 57°00'00" E
C22	250.00'	11°05'40"	246.66'	42.40'	N 85°10'01" E
C23	30.00'	42°30'00"	18.00'	18.00'	N 89°42'00" E
C24	30.00'	172°17'20"	184.17'	91.21'	N 30°41'00" E
C25	30.00'	42°30'00"	18.00'	18.00'	N 89°42'00" E
C26	30.00'	42°30'00"	18.00'	18.00'	S 02°52'42" E
C27	30.00'	182°45'31"	151.14'	150.00'	S 84°08'11" E
C28	30.00'	42°30'00"	18.00'	18.00'	S 18°12'11" E
C29	30.00'	82°32'48"	49.85'	34.52'	S 54°30'18" E
C30	280.00'	07°45'36"	284.86'	28.86'	N 89°28'24" E
C31	25.00'	89°38'37"	25.00'	22.87'	S 82°58'02" E
C32	30.00'	83°32'48"	49.85'	34.52'	S 86°20'18" E
C33	20.00'	88°00'00"	20.00'	18.19'	S 82°42'42" E
C34	30.00'	89°38'37"	31.19'	30.89'	N 54°31'18" E

FULSHEAR INVESTMENTS
CALLED 125,380 ACRES
VOL. 2519, PG. 212
F.B.C.D.R.

**PRELIMINARY PLAT OF
POLO RANCH
SECTION 3**

A SUBDIVISION OF 19,308 ACRES OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29 FORT BEND COUNTY, TEXAS.

71 LOTS 1 RESERVES (3.882 ACRES) 3 BLOCKS
JANUARY 31, 2018 JOB NO. 2457-10300.309

OWNERS:
CENTURY LAND HOLDINGS OF TEXAS, LLC
A COLORADO LIMITED LIABILITY COMPANY
D.B.A. GRAND VIEW BUILDERS
CHRIS CHEW, DIVISION PRESIDENT
525 N. SAM HOUSTON PARKWAY E., SUITE 600, HOUSTON, TEXAS 77060
(832) 698-1831
ENGINEER/SURVEYOR:

LJA Engineering, Inc.
2020 Braemar Drive
Suite 600
Houston, Texas 77042
Phone 713.853.3700
Fax 713.943.5028
FRN-F-1346
T.B.P.L.S. Firm No. 12110621

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 Polo Ranch Section 3 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-7-18

City Secretary

Processed
 Returned for additional data

BY: K. Keyf DATE: 12-18-2017

Planning Commission Review

Approved
 Returned for additional data

Pg. 2 REQUESTS 3RD PARTY DRAINAGE REVIEW AND PRESENTATION BY DESIGN ENGINEER @ FINAL PLAT.

BY: ANN RAIN DATE: 29.18

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

REC'D JAN 09 2018

Subdivision/Development Platting Application

Date: 1/4/2018 Date Received by the City of Fulshear: _____
 Subdivision: R1 Rodgers Road Development: There will be no development. Platting property only.

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: Churchill Fulshear League Abstract No. 29

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

Total Acreage: 9.9225 Acres
 Number of Streets: 0 Proposed
 Number of Lots: 0 Lots
 Number and Types of Reserves: 1 Unrestricted Reserve
 Total Acres in Reserve: 9.9225 Acres

Owner: Jack Beaumont Evans
 Address: 15010 Lakefair Dr.
 City/State: Richmond, TX 77406
 Telephone: (281) 944-9660
 Email Address: evans@r1partners.com

Engineer/Planner: Lentz Engineering, L.L.C.
 Contact Person: David Randolph, P.E.
 Telephone: (713)839-8900
 Fax Number: (713)839-9020
 Email Address: david@lentzengineering.net
oscar@lentzengineering.net

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	<u>\$628.50</u>
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.

David Randolph David Randolph, P.E, Vice President 1/4/2018
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

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 R1 Rodgers Road / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-6-18

City Secretary

Processed
 Returned for additional data

BY: K. Kayf DATE: 1-9-2018

Planning Commission Review

Approved
 Returned for additional data

CORRECTIONS HAVE BEEN MADE PER ENGINEER'S COMMENTS

BY: Amy Plummer DATE: 2-9-18

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: _____ Date Received by the City of Fulshear: _____
 Subdivision: Williams Center Fulshear Development: Church

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 / Church Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 7.1616 acres in the Enoch Latham Survey, Abstract No. 50, City of Fulshear, Tx

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

Total Acreage: 7.1616
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1 - unrestricted
 Total Acres in Reserve: 7.1616

Owner: Westpark Church of Christ
 Address: PO Box 911
 City/State: Katy / TX
 Telephone: 281-712-1492
 Email Address: n/a

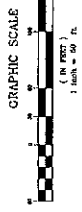
Engineer/Planner: Texas Engineering and Mapping Co.
 Contact Person: Ryan Moeckel
 Telephone: 281-491-2525
 Fax Number: 281-491-2535
 Email Address: rmoeckel@team-civil.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	<u>89.52</u>
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	<u>\$589.52</u>
Park Fees (due at Final Plat Application)	<u>n/a</u>

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.

R Moeckel Ryan Moeckel _____
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

- LEGEND**
- BOUNDARY LINE
 - ADJACENT PROPERTY
 - RESTRICTED RESERVE
 - UNRESTRICTED RESERVE
 - ACREAGE
 - RESERVE
 - COMMONS
 - ROAD
 - COURT
 - WELL
 - WATER
 - POLE
 - POST
 - STONE
 - WOOD
 - IRON
 - STEEL
 - COPPER
 - ZINC
 - LEAD
 - SILVER
 - PLATINUM
 - PAVEMENT
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - SAND
 - CLAY
 - SILT
 - LOESS
 - COAL
 - IRON ORE
 - COPPER ORE
 - ZINC ORE
 - LEAD ORE
 - SILVER ORE
 - PLATINUM ORE
 - PAVEMENT
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - SAND
 - CLAY
 - SILT
 - LOESS
 - COAL
 - IRON ORE
 - COPPER ORE
 - ZINC ORE
 - LEAD ORE
 - SILVER ORE
 - PLATINUM ORE



LINE	TABLE	REMARKS
1	1	20110654
2	2	20110654
3	3	20110654
4	4	20110654
5	5	20110654
6	6	20110654
7	7	20110654
8	8	20110654
9	9	20110654
10	10	20110654

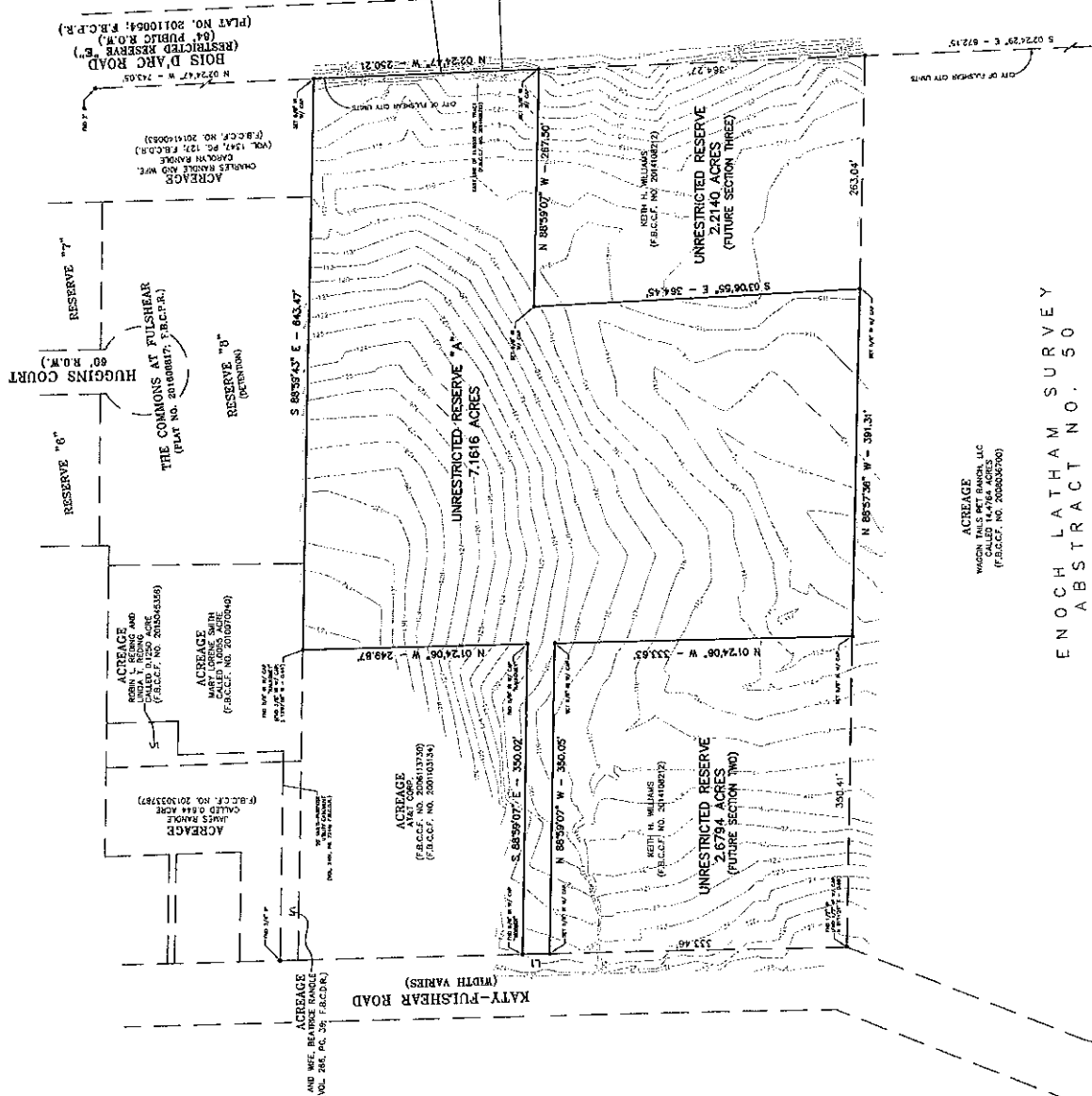
NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT OF THE ORIGINAL SURVEY.

RESTRICTED RESERVE "A"
LAMAR C.I.S.D. HIGH SCHOOL NO. 5
(PLAT NO. 20110654, F.B.C.F.R.)

FORT (U) NO. 50
COUNTY CLERK'S RECORDBOOK
BLOCK 1

PRELIMINARY PLAT OF
**WILLIAMS CENTER
FULSHEAR**
A SUBDIVISION OF 7,161.6 ACRES OF LAND IN THE
ENOCH LATHAM SURVEY,
ABSTRACT NO. 50,
CITY OF FULSHEAR,
FORT BEND COUNTY, TEXAS

1 BLOCK 1 RESERVE
OWNER
WESTPARK CHURCH OF CHRIST
A Texas Non-Profit Corporation
12716 Century Drive
Stafford, Texas 77477
PHONE: 281.541.2206
FAX: 281.541.2208
CORPORATE MAILING ADDRESS: 12716 Century Drive, Stafford, TX 77477
JOB NO. 1514-1
NOVEMBER 28, 2017



ENOCH LATHAM SURVEY
ABSTRACT NO. 50

ACREAGE
WILLIAMS CENTER FULSHEAR, LLC
CALLED 7,161.6 ACRES
(F.B.C.F. NO. 2008036700)

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 Williams Center Fulshear / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-6-18

City Secretary

Processed
 Returned for additional data

BY: K. Kerf DATE: 1-8-2018

Planning Commission Review

Approved
 Returned for additional data

PER ENGINEER'S COMMENTS

BY: [Signature] DATE: 2-9-18

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: 1/19/2018 Date Received by the City of Fulshear: _____
 Subdivision: CROSS CREEK RANCH WATER PLANT NO. 3 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)

Other: Water Plant/MUD Facility
 Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 2.102 ACRES OF LAND IN THE M. AUTREY SURVEY, A-100

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

Total Acreage: 2.102
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1
 Total Acres in Reserve: 2.102

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	<u>\$526.28</u>
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 1/19/2018
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

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 Cross Creek Ranch Water Plant No. 3 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-6-18

City Secretary

Processed
 Returned for additional data

BY: K. Kopf DATE: 1-19-2018

Planning Commission Review

Approved
 Returned for additional data

PER ENGINEER'S COMMENTS
BY: Jenny Brown DATE: 2-9-18

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: 1/19/2018 Date Received by the City of Fulshear: _____
 Subdivision: CC F.M. 1093 TRACT 3 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)

Other: Water Plant/MUD Facility
 Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 1.702 ACRES OF LAND IN THE T.W.SOUTHERLAND SURVEY A-421 & R.H. KUYKENDAHL SURVEY A-274

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

Total Acreage: 1.702
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1
 Total Acres in Reserve: 1.702

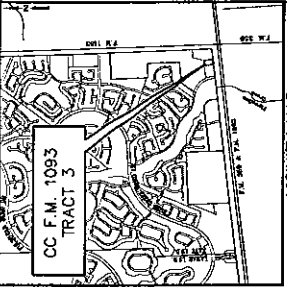
Owner: LANDMARK INDUSTRIES DEVELOPMENT, LTD.
 Address: 11111 WILCREST GREEN DRIVE, SUITE 100
 City/State: HOUSTON, TX 77042
 Telephone: 713-789-0310
 Email Address: _____

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	<u>\$521.28</u>
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 1/19/2018
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

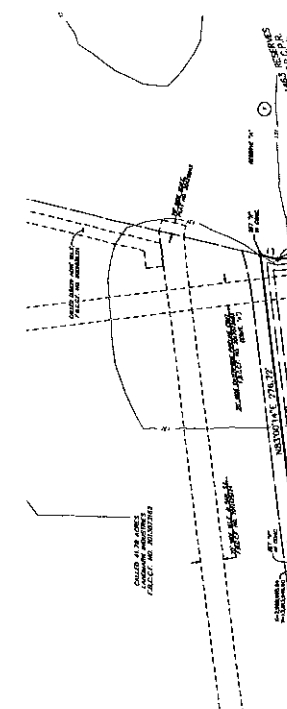


CC F.M. 1093 TRACT 3

VICINITY MAP

Scale: 1" = 50'

North Arrow



SECTION NOTES

1. "L.C." indicates "Lot Corner".
2. "L.C." indicates "Lot Line Corner".
3. "L.C." indicates "Lot Line Corner".
4. "L.C." indicates "Lot Line Corner".
5. "L.C." indicates "Lot Line Corner".
6. "L.C." indicates "Lot Line Corner".
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18. "L.C." indicates "Lot Line Corner".
19. "L.C." indicates "Lot Line Corner".
20. "L.C." indicates "Lot Line Corner".

CC F.M. 1093 TRACT 3

A SUBDIVISION OF 1,702 ACRES OF LAND LOCATED IN THE COUNTY OF FORT BEND, TEXAS, BEING A PART OF THE SURVEY OF THE BAY, KUYENOHAI, SURVEY, A-421 AND CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, ALSO BEING A PARTIAL REPLAT OF RESERVE B, F.M. 1093 AT F.M. 1463 RESERVES RECORDED AT PLAT NO. 20140043, F.B.C.P.R. TO CREATE 1 UNDEVELOPED RESERVE

SCALE: 1" = 50'

DATE: JANUARY, 2018

OWNER: LAND MANAGEMENT, L.P.

PREPARED BY: LAND MANAGEMENT, L.P.

1111 W. WINDYBROOK DRIVE, SUITE 100, RICHMOND, TEXAS 77406

PHONE: (713) 371-2000

FAX: (713) 371-2000

WWW.LANDMGT.COM

REGISTERED PROFESSIONAL ENGINEER

NO. 10777

STATE OF TEXAS

LAND MANAGEMENT, L.P.

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NO. 10777

STATE OF TEXAS

NUMBER	RANGE	SECTION	ACRES	LAND DISTRICT	OWNER	REMARKS	TRACT DISTANCE
1	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
2	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
3	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
4	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
5	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
6	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
7	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
8	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
9	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
10	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
11	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
12	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
13	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
14	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
15	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
16	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
17	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
18	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
19	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27
20	109	10	252.27	1	LAND MANAGEMENT, L.P.		252.27

SECTION 109 OF THE 109TH RANGE, 10TH AND 11TH SECTIONS, T.109N. R.109E. S.10 AND S.11, COUNTY OF FORT BEND, TEXAS, BEING A PART OF THE SURVEY OF THE BAY, KUYENOHAI, SURVEY, A-421 AND CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, ALSO BEING A PARTIAL REPLAT OF RESERVE B, F.M. 1093 AT F.M. 1463 RESERVES RECORDED AT PLAT NO. 20140043, F.B.C.P.R. TO CREATE 1 UNDEVELOPED RESERVE

SCALE: 1" = 50'

DATE: JANUARY, 2018

OWNER: LAND MANAGEMENT, L.P.

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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 CC F.M. 1093 Tract 3 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-6-18

City Secretary

Processed
 Returned for additional data

BY: TC Holf DATE: 1-19-2018

Planning Commission Review

Approved
 Returned for additional data

BY: Jim Pearson DATE: 2-9-18

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____