



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: Aaron Groff

MAYOR PRO-TEM: Debra Cates

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: John Kelly

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: Sarah B.
Johnson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING

January 18, 2022

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, January 18, 2022 AT 5:30 PM** IN IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

Incidental Meeting Notice: A quorum of the City of Fulshear City Council, Planning and Zoning Commission, City of Fulshear Development Corporation (Type A), Fulshear Development Corporation (Type B), Parks and Recreation Commission, Historic Preservation and Museum Commission, Zoning Board of Adjustment, Charter Review Commission, or any or all of these, may be in attendance at the meeting specified in the foregoing notice, which attendance may constitute a meeting of such governmental body or bodies as defined by the Texas Open Meetings Act, Chapter

551, Texas Government Code. Therefore, in addition to the foregoing notice, notice is hereby given of a meeting of each of the above-named governmental bodies, the date, hour, place, and subject of which is the same as specified in the foregoing notice.

Notice Pertaining to Social Distancing Requirements: In accordance with the Texas Open Meetings Act, Chapter 551, Government Code, this meeting shall be open to the public, except as provided by said Act. However, any members of the public who attend the meeting are individually responsible for complying with any applicable proclamation or order issued by the governor or any local official which may be in effect at the time of the meeting, including but not limited to any restrictions which may require such members of the public to implement social distancing, to minimize social gatherings, or to minimize in-person contact with people who are not in the same household.

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

IV. BUSINESS

- A. CONSIDERATION AND APPROVAL TO ACCEPT A SPECIAL WARRANTY DEED OF (0.6687 ACRE) FROM CROSS CREEK TEXAS HOLDINGS LP**
- B. PRESENTATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2022-541 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDING FOR RIFLE-RESISTANT BODY ARMOR FOR THE POLICE DEPARTMENT UNDER A GRANT PROVIDED BY THE OFFICE OF THE GOVERNOR OF THE TEXAS CRIMINAL JUSTICE DIVISION**
- C. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE 2021 FULSHEAR CHARTER REVIEW COMMISSION FINAL REPORT**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2022-1366 REGARDING FY22 OPERATING & CAPITAL BUDGET AMENDMENT "1"**
- E. CONSENT AND APPROVAL OF THE INFORMATION TECHNOLOGY MANAGED SERVICES THROUGH LAYER 3 TALLING TO \$67,016.00**
- F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2022-1364 DIRECTING THE CITY MANAGER TO SELL SITE OF FORMER CITY HALL**

V. ADJOURNMENT

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE

SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-346-1796 FOR FURTHER INFORMATION.

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON THURSDAY, JANUARY 13, 2022 by 5:00 p.m. IN PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 1/18/2022 **ITEMS:** IV.A.
DATE 1/7/2022 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Kayla Villagomez **PRESENTER:** Sharon Valiante
SUBJECT: CONSIDERATION AND APPROVAL TO ACCEPT A SPECIAL WARRANTY DEED OF (0.6687 ACRE) FROM CROSS CREEK TEXAS HOLDINGS LP

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

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.

In prior years the District conveyed the site tract of land for the Cross Creek rand Wastewater Treatment Plant. The proposed Special Warranty Deed presented for consideration and approval will convey the entrance drive from FM 1093 into the Wastewater Treatment site.

Staff has reviewed the deed and provide no objections to the conveyance.

RECOMMENDATION

Staff recommends City Council accept the special warranty deed and authorize the Mayor to execute the following:

1. Special Warranty Deed for 0.6687 acre tract of land situated in Enoch Latham Jr. Survey, Abstract No.50, City of Fulshear, Fort Bend County, Texas

ATTACHMENTS:

Description	Upload Date	Type
Special Warranty Deed	1/7/2022	Backup Material
Exhibit A- 0.6687 acre- Description of Property	1/7/2022	Backup Material
Exhibit B-Sketch of Property	1/7/2022	Backup Material

SPECIAL WARRANTY DEED
(0.6687 Acre)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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 **CCR TEXAS HOLDINGS LP**, a Delaware limited partnership ("Grantor"), for and 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, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF FULSHEAR, TEXAS**, a home rule city of the State of Texas, its successors and assigns (collectively, "Grantee"), all of that certain real property situated in Fort Bend County, Texas, containing 0.6687 acre, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property 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.

Grantee's address is 29255 FM 1093, #12, Fulshear, Texas 77441.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2021.

GRANTOR:

CCR TEXAS HOLDINGS LP,
a Delaware limited partnership

By: Johnson/CCR GP, LLC,
a Texas limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____ of Johnson/CCR GP, LLC, a Texas limited liability company, General Partner of CCR TEXAS HOLDINGS LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

CITY OF FULSHEAR, TEXAS

By: _____
Name: Aaron Groff
Title: Mayor

ATTEST:

By: _____
Name: Kimberly Kopecky
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Aaron Groff, Mayor, and Kimberly Kopecky, City Secretary of the CITY OF FULSHEAR, TEXAS, a home rule city of the State of Texas, on behalf of said home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description of the Property

Exhibit B - Sketch of the Property

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A – Description of the Property

CCR TEXAS HOLDINGS LP
GENERAL DEV SURVEY
0.6687 OF ONE ACRE

SEPTEMBER 22, 2021
JOB NO. 1298-00

DESCRIPTION OF A 0.6687 ACRE TRACT OF LAND SITUATED
IN THE ENOCH LATHAM JR. SURVEY, ABSTRACT NO. 50
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 0.6687 acre (29,128 square foot) tract of land situated in the Enoch Latham Jr. Survey, Abstract No. 50, City of Fulshear of Fort Bend County, Texas and being a portion of the remainder of a called 33.40 acre tract of land as described in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038960, said 0.6687 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South line of Restricted Reserve "A" of CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS, a subdivision per plat recorded under Plat Number 20170112 of the Fort Bend County Plat Records (F.B.C.P.R.) as cited herein;

COMMENCING at a 1/2-inch iron pipe with cap stamped "BROWN & GAY" found for the Southwest corner of said Restricted Reserve "A", lying on the East line of Restricted Reserve "A" of CROSS CREEK RANCH WASTEWATER TREATMENT PLAT, a subdivision per plat recorded under Plat Number 20070244 of the F.B.C.P.R., same being that tract conveyed to the City of Fulshear, Texas recorded under F.B.C.C.F. No. 2008107995;

THENCE, N 83°01'16" E, along and with the South line of said Restricted Reserve "A" of CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS, a distance of 99.71 feet to the **POINT OF BEGINNING** and the Northwest corner of the herein described tract, same being the Northeast corner of said 33.40 acre tract of land;

THENCE, N 83°01'16" E, continuing along and with the South line of said Restricted Reserve "A" of CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS, a distance of 122.84 feet to a point for the Northeast corner of the herein described tract, from which a 1/2-inch iron pipe with cap stamped "BROWN & GAY" found for the Southeast corner of said Restricted Reserve "A" of CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS, same being an interior corner of Unrestricted Reserve "A" of ARGONNE, a subdivision per plat recorded under Plat Number 20200212 of the F.B.C.P.R bears N 83°01'16" E, 114.57 feet;

THENCE, S 02°37'40" E, over and across said 33.40 acre tract, passing the Northwest corner of CROSS CREEK RANCH LIFT STATION NO. 5, a subdivision per plat recorded under Plat Number 20160130 of the F.B.C.P.R. at a distance of 35.06 feet, continuing along and with the West line of said CROSS CREEK RANCH LIFT STATION NO. 5, passing the Southwest corner of said CROSS CREEK RANCH LIFT STATION NO. 5 at a distance of 115.06 feet, continuing over and across said 33.40 acre tract for a total distance of 474.27 feet to a point for the Southeast corner of the herein described tract lying on the North right-of-way line of FM 1093 & 359 (130 feet wide) recorded under Volume 243, Page 169 of the Fort Bend County Deed Records and F.B.C.C.F. Nos. 2017049959;

THENCE, S 82°58'56" W, along and with the North right-of-way line of said FM 1093 & 359, a distance of 50.15 feet to a point for the Southernmost Southwest corner of the herein described tract, lying on the West line of said 33.40 acre tract and the East line of a called 1.602 acre tract of land as described in an instrument recorded under F.B.C.C.F. No. 2004025376 and amended to Enterprise Crude Pipeline LLC recorded under F.B.C.C.F. No. 2010050522;

THENCE, N 02°37'40" W, along and with the West line of 33.40 acre tract and the East line of said 1.602 acre tract, a distance of 390.06 feet to a point for a common interior corner of said 33.40 acre tract and the herein described tract, same being the Northeast corner of said 1.602 acre tract;

CCR TEXAS HOLDINGS LP
GENERAL DEV SURVEY
0.6687 OF ONE ACRE

SEPTEMBER 22, 2021
JOB NO. 1298-00

THENCE, S 83°01'16" W, along and with a South line of said 33.40 acre tract and the North line of said 1.602 acre tract, a distance of 56.20 feet to a point for the Westernmost Southwest corner of the herein described tract, same being the Southeast corner of a called 4.649 acre tract of land as described in an instrument to Fort Bend County Municipal Utility District No. 169 recorded under F.B.C.C.F. No. 2016072942;

THENCE, N 13°50'28" W, along and with the West line of said 33.40 acre tract and the East line of said 4.649 acre tract, a distance of 84.61 feet to the **POINT OF BEGINNING** and containing 0.6687 of one acre (29,128 square feet) of land.



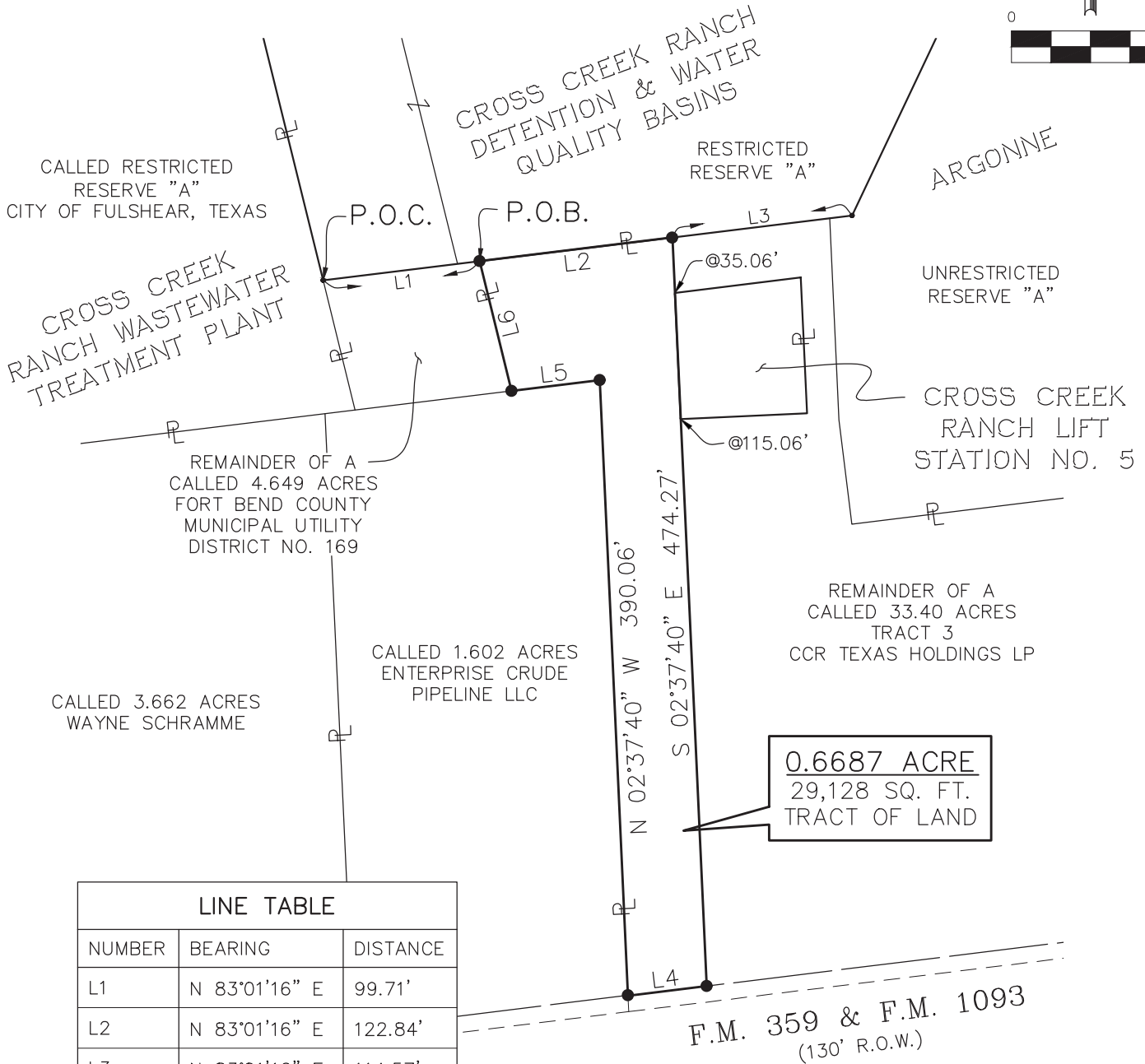
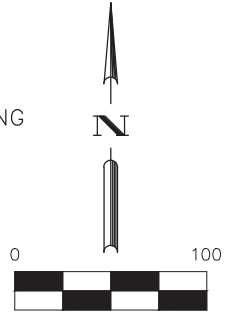
Alan C. Bentley RPLS No. 2055
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

Exhibit B – Sketch of the Property

ENOCH LATHAM JR. SURVEY, A-50

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P PROPERTY LINE
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 83°01'16" E	99.71'
L2	N 83°01'16" E	122.84'
L3	N 83°01'16" E	114.57'
L4	S 82°58'56" W	50.15'
L5	S 83°01'16" W	56.20'
L6	N 13°50'28" W	84.61'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED TRACT SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGE, Inc.
 10777 Westheimer, Suite 400, Houston, TX 77042
 Tel: 281-558-8700 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500

Copyright 2021

EXHIBIT OF A
0.6687 ACRE/29,128 SQ. FT.
TRACT OF LAND SITUATED IN THE
ENOCH LATHAM JR. SURVEY, A-50
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

Scale: 1"=100'	Job No.: 1298-00	Date: 09/2021	Drawing: 1 OF 1
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**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF: 1/18/2022

ITEMS: IV.B.

**DATE
SUBMITTED:** 1/7/2022

DEPARTMENT: Police

PREPARED BY: Lynn Raymer

PRESENTER: Kenny Seymour

SUBJECT: PRESENTATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2022-541 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDING FOR RIFLE-RESISTANT BODY ARMOR FOR THE POLICE DEPARTMENT UNDER A GRANT PROVIDED BY THE OFFICE OF THE GOVERNOR OF THE TEXAS CRIMINAL JUSTICE DIVISION

Expenditure Required: \$36,000.00 / FY 23

Amount Budgeted: \$36,000.00 / FY 23

Funding Account: 100-210-5316-00

Additional Appropriation Required:

Funding Account: 100-210-5316-00

EXECUTIVE SUMMARY

Fulshear Police Department wishes to participate in the current Office of the Governor's Criminal Justice Division (CJD) Rifle-Resistant Body Armor Grant Program, FY 2023. The objective of participating in the grant is to seek a minimum of \$36,000.00 from the CJD to purchase 30 sets of Type IV rifle-resistant body armor and carry bags and police identification patches from a State approved vendor through grant funding. The purchase will replace our existing Type III rifle-resistant body armor with Type IV rifle-resistant body armor Participation in grants for police department equipment has the potential to relieve the City from bearing the entire cost in the City budget. Funds received are limited to expenditures for rifle-resistant body armor and approved body armor carry bags and equipment. This grant does not require additional funding through the City budget.

RECOMMENDATION

Staff recommends that City Council approve Resolution 2022-541.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2022-541	1/7/2022	Cover Memo

RESOLUTION 2022-541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDING FOR RIFLE-RESISTANT BODY ARMOR FOR THE POLICE DEPARTMENT UNDER A GRANT PROVIDED BY THE OFFICE OF THE GOVERNOR OF TEXAS, CRIMINAL JUSTICE DIVISION

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

WHEREAS, the City is desirous of providing rifle-resistant body armor to its officers to ensure the enhanced security; and

WHEREAS, the Governor’s Office has announced a grant program for local law enforcement which does not require a matching pledge from the City; and

WHEREAS, it is necessary and in the best interests of the City of Fulshear to apply for funding under the Office of the Governor Criminal Justice Division Rifle-Resistant Body Armor Grant Program and submit project “*Rifle-Resistant Body Armor 2022*” (the “Grant”); and

WHEREAS, the City of Fulshear designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City of Fulshear agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Fulshear assures that the funds will be returned to the Office of the Governor in full.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS: The City Manager is hereby designated as the authorized official and is authorized to apply for the Grant, including all understandings and assurances contained therein, and is hereby directed to act in connection with the Grant and to provide such additional information as may be required

This Resolution duly passed this 18th day of January 2022.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

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

AGENDA OF: 1/18/2022

ITEMS: IV.C.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY:

PRESENTER:

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE 2021 FULSHEAR CHARTER REVIEW COMMISSION FINAL REPORT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In accordance with Section 8.07 of the Fulshear Charter, the Charter Review Commission has submitted its written report of findings and recommendations to the City Council, which includes four recommendations and twelve Charter amendments. The Charter requires the City Council to publish the final report in the City's official newspaper, to consider the proposed recommendations, and to submit the presented Charter amendments to the voters of the City. An ordinance calling a special election to amend the Charter will be presented at the regular City Council meeting in February.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
CRC Final Report	1/5/2022	Backup Material

2021 Fulshear Charter Review Commission Final Report

Mayor and City Council

On behalf of the Charter Review Commission we forward the following four recommendations and twelve amendments per your and the city's charter charge to us. The recommendations are optional which means you may implement them as policy through a resolution or ordinance or order the city manager to implement them as policies or ignore them.

Per the Charter, the proposed amendments are forwarded to you to call an election as required by the Charter. You as the Council may also propose your own amendments to go to the voters.

Once received and when it is determined the total number of proposed amendments, the city attorney will draft the ballot language. Each amendment is a separate proposition on the ballot with a simple yes or no question.

Recommendations

- Sec. 1.02 - Boundaries.
An official map shall be maintained and posted in the office of the City Secretary so that it is accessible to the public.

- Sec. 4.01 - City Manager qualifications, appointment, and compensation.
....
b) The City Manager should have a written review, shall have an employment contract ... and shall provide for a written, general performance review of the City Manager once but not more than once per year. For purposes of this subsection, an investigation, inquiry, or review of any specific performance issue shall not be considered a general performance review and shall not be limited by this subsection, even if the specific performance issue is addressed during a general performance review.

- Sec. 4.02 - City Manager powers and duties.

(7) Make such other reports as the City Council may require concerning operations, which may include timely written reports submitted as determined by the City Council;

- Sec. 7.02 - Petitions for initiative, referendum, and recall, generally.

(c-1) The City Council shall adopt, by resolution or ordinance, and the city secretary shall maintain a petition form or forms for initiative, referendum, and recall, which shall provide for all categories of information required for a

petition to be considered valid under this Article, provided that a petition that is otherwise valid shall not be considered invalid for failure to use such form.

Amendments

- Sec. 3.03 - Number, selection, and term of council members.

For purposes of this Charter, the phrase “full City Council” shall mean the full membership of the City Council as established by this section.
- Sec. 3.05 - Compensation and expenses.
 - (a) Compensation for each Council Member shall be \$500.00 per month and the compensation for the Mayor shall be \$1,000.00
- Sec. 3.10 - Vacancies.
 - (e) If the Mayor or a Council Member elected at large moves their residence from the territory of the City or if a Council Member elected from a single-member district moves their residence from the territory of the single-member district, then the Mayor’s or Council Member’s office, as applicable, is considered vacant. For purposes of this subsection, the term “residence” shall have the meaning ascribed by the Texas Election Code, as may be amended from time to time.
- Sec. 4.01 - City Manager qualifications, appointment, and compensation.
 - (a) The City Manager shall establish residency within the municipal limits of the City by no later than the first anniversary of the date of appointment, provided that such requirement shall not be imposed retroactively on any person appointed as the City Manager at the time such requirement is adopted.
- Sec. 6.03 - Filing Fee.
 - (a) A candidate’s application for a place on the ballot shall be accompanied by a filing fee in an amount to be established by an ordinance adopted by the City Council, which shall also prescribe an alternative procedure to payment of the fee.
 - (b) A filing fee may not be refunded.

- ARTICLE VII. - INITIATIVE, REFERENDUM, AND RECALL

- Sec. 7.01 - General authority

- (d) No ordinance, resolution, or action of the City Council, as referenced in Section 7.01, shall be subject to more than one referendum or initiative election per 12-month period from the date of the election.

- Sec. 7.02 - Petitions for initiative, referendum, and recall, generally.

- (a)The notice of intent to circulate a petition required by this subsection must be filed at least six months after the election of the person sought to be removed, in the case of a petition for recall, and must be filed prior to the date of signing of each signature contained in the petition.

- Sec. 7.05 - Petitions for recall, specifically.

- (a) A petition for recall must contain the signatures of at least 20 percent of the registered voters of the territory from which the applicable office is elected at the City's last general election, must state the full name and title of the person whose removal is sought, and must state the reasons for seeking removal.

- Sec. 8.13 Public Hearings.

- (a) If any law requires that more than one public hearing be held on the same subject matter by the City Council or by any board, commission, or other body of the City, then the hearings must be conducted not less than 24 hours apart unless otherwise prescribed by such law.

- (b) This section does not prohibit the City Council or any board, commission, or other body of the City from conducting joint public hearings.

- Sec. 8.14 Property Not Exempt From Special Assessments.

- No property of any kind, by whomsoever owned or held or by whatsoever institution, agency, political subdivision, or organization, owned or held, whether in trust or by non-profit organization, or corporation, or by foundation, or otherwise, (except property of the City), shall be exempt in any way from any of the special charges, levies and assessments except where required by state law.

- Delete all of 9.04, *Manner of Submission to Electors*, because no longer relevant to original adoption.

- Delete all of 9.05, *Transition Elections*, because no longer relevant as all transition elections have been conducted.



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM
January 5, 2022**

ITEM	TITLE
5	EDC Budget Amendment
ITEM/MOTION	
Consideration and possible action on Corporation Budget Amendment No. 1 for Fiscal Year 2021-2022 (FY22)	
ESTIMATED EXPENDITURE: CDC – A: \$1,500,000 FDC – B: \$1,500,000	BUDGET ACCOUNT: See details below in Executive Summary

SUBMITTED BY:

Chandler Marks
Economic Development Coordinator

SUPPORTING DOCUMENTS:

1. FY22 Adopted City of Fulshear Budget Operating and Capital Budget
 - a. CDC – A and FDC – B operating and project funds (direct excerpt from adopted budget, for context and reference)
 - b. [FY22 Adopted City of Fulshear Budget Operating and Capital Budget](#) (link, for context and reference; EDCs budgets begin on pg. 128 in PDF).

EXECUTIVE SUMMARY

Each EDC and City Council have approved the respective operating and project funds for FY22, as part of the Citywide budget adoption process for FY22 which occurred in 2021.

Staff has prepared a budget amendment to allow for funding the “Capital Outlay - Land” line item in each EDCs’ projects funds.

Executive Summary continued on next page

Proposed budget amendment No. 1 for CDC – A:

Account	Description	FY22 Budget	Adjustment	FY22 Amended Budget
Fund 600 – 4/A Operating Fund				
600-900-5900-61	Xfer Out – (to) 4/A Project Fund 601	\$717,235	\$1,500,000	\$2,217,235
Fund 600	Ending Fund Balance	\$2,573,505	(\$1,500,000)	\$1,073,505
Fund 601 – 4/A Projects Fund				
601-49560	Xfer In – (from) 4/A Operating Fund 600	\$717,235	\$1,500,000	\$2,217,235
601-000-5600-08	Capital Outlay – Land	\$149,119	\$1,500,000	\$1,649,119

Proposed budget amendment No. 1 for FDC – B:

Account	Description	FY22 Budget	Adjustment	FY22 Amended Budget
Fund 700 – 4/B Operating Fund				
700-900-5900-61	Xfer Out – (to) 4/B Project Fund 701	\$717,235	\$1,500,000	\$2,217,235
Fund 700	Ending Fund Balance	\$2,747,417	(\$1,500,000)	\$1,247,417
Fund 701 – 4/B Projects Fund				
701-49560	Xfer In – (from) 4/B Operating Fund	\$717,235	\$1,500,000	\$2,217,235
701-000-5600-08	Capital Outlay – Land	\$149,119	\$1,500,000	\$1,649,119

TYPE A ECONOMIC DEVELOPMENT CORPORATION FUND – 600/601

FUND DESCRIPTION: Type ‘A’ – Economic Development Corporation (EDC) Fund provides for the accounting of local sales tax collected by the corporation in accordance with state statute governing Type ‘A’ EDC’s. The Type ‘A’ Capital Project Fund accounts for the on-going projects of the Corporation. These funds are designated as Special Revenue Funds.

City of Fulshear Development Corporation (CDC Funds 600 and 601):

The City of Fulshear Development Corporation (CDC) is a Type ‘A’ economic development sales tax corporation, authorized and governed by Chapter 504 of the Texas Local Government Code and its corporate bylaws. The Corporation was created via referendum in 2007 and is allocated ½ cent (25%) of the City’s sales tax revenue to reinvest in projects that encourage continued growth, development, and diversification of the local tax base in alignment with statute, Corporation Bylaws, and the City’s strategic goals and vision. Projects must meet the statutory requirements for Type ‘A’ Corporations under the Local Government Code.

Generally speaking, Type ‘A’ Corporations are authorized to conduct projects that encourage the creation of primary jobs in the community, or jobs that help infuse outside dollars into the local economy. Currently, a statutory provision allows the CDC to undertake Type ‘B’ projects via City-Council-adopted Ordinance, as long as the projects meets the statutory requirements of Type ‘B’ Corporations under the Local Government Code. Such an allowance exists because Fulshear’s population as of the 2010 Decennial Census was less than 7,500. As of June 2021, the 2020 Decennial Census data has not been released.

The work of the 'A' Corporation is administered via an Administrative Services Agreement with the City of Fulshear. This agreement provides for the Corporation to fund 50% of the City Economic Development Department's operational costs, as well as an "Administrative Services Fee" to cover other City services. The Corporation also funds a projects fund which includes cost-shares for some City CIP projects.

Since adoption of the City's Economic Development Strategy in late 2019, the Type 'A' and Type 'B' corporations have been predominantly meeting jointly.

Fund: 600 - 4/A OPERATING FUND		FY2020 Actual	FY2021 Adopted Budget	FY2021 Estimated Actual	FY2022 Proposed Budget
Beginning Fund Balance		\$ 1,722,403	\$ 1,821,021	\$ 1,821,021	\$ 2,339,558
Revenues					
Tax & Franchise Fees					
600-41301	Sales & Use Tax Revenue	\$ 1,036,981	\$ 716,831	\$ 1,146,930	\$ 1,250,154
Total Tax & Franchise Fees		\$ 1,036,981	\$ 716,831	\$ 1,146,930	\$ 1,250,154
Interest Revenue					
600-46000	Interest Revenue	\$ 22,365	\$ 22,000	\$ 6,328	\$ 6,500
Total Interest Revenue		\$ 22,365	\$ 22,000	\$ 6,328	\$ 6,500
Total Revenue		\$ 1,059,346	\$ 738,831	\$ 1,153,258	\$ 1,256,654
Expenditures					
Supplies					
600-100-5311-00	Supplies	\$ 22	\$ 250	\$ 250	\$ 250
Total Supplies		\$ 22	\$ 250	\$ 250	\$ 250
Contractual Services					
600-100-5411-00	Admin Prof. Serv. - Legal	\$ 195	\$ 5,000	\$ 5,000	\$ 5,000
600-100-5411-10	Professional Svcs - Consulting	\$ -	\$ -	\$ -	\$ -
600-100-5413-00	Meeting Security	\$ 280	\$ 3,000	\$ 1,500	\$ 3,000
600-100-5421-04	Admin - Indemnity Insurance	\$ -	\$ 475	\$ 475	\$ 475
Total Contractual Services		\$ 475	\$ 8,475	\$ 6,975	\$ 8,475
Other Charges					
600-100-5526-00	Admin - Public Notices	\$ 101	\$ 500	\$ 250	\$ 500
600-100-5528-00	Travel & Training	\$ 544	\$ 5,000	\$ 5,000	\$ 5,000
600-100-5528-05	Continuing Education	\$ (10)	\$ -	\$ -	\$ -
Total Other Charges		\$ 634	\$ 5,500	\$ 5,250	\$ 5,500
Total Expenditures		\$ 1,131	\$ 14,225	\$ 12,475	\$ 14,225
Transfers					
600-900-5900-10	Xfer Out - ASA Reimbursement	\$ 141,822	\$ 180,572	\$ 180,572	\$ 196,747
600-900-5900-11	Xfer Out - Community Events	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500
600-800-5900-12	Xfer Out - ASA Shared Building Fee	\$ -	\$ -	\$ -	\$ 2,000
600-900-5900-61	Xfer Out - 4/A Project Fund 601	\$ 745,275	\$ 369,174	\$ 369,174	\$ 717,235
600-900-5901-10	Xfer Out - ASA Shared Service	\$ 35,000	\$ 35,000	\$ 35,000	\$ 55,000
Total Transfers		\$ 959,597	\$ 622,246	\$ 622,246	\$ 1,008,482
Total Expenditures and Transfers		\$ 960,728	\$ 636,471	\$ 634,721	\$ 1,022,707
Surplus (Deficit)		\$ 98,617	\$ 102,360	\$ 518,537	\$ 233,947
Ending Fund Balance		\$ 1,821,021	\$ 1,923,381	\$ 2,339,558	\$ 2,573,505

Fund: 601 - 4/A - PROJECTS FUND		FY2020 Actual	FY2021 Adopted Budget	FY2021 Estimated Actual	FY2022 Proposed Budget
Beginning Fund Balance		\$ 753,170	\$ 1,443,204	\$ 1,443,204	\$ 942,078
Revenues					
Interest Revenue					
601-46000	Interest Revenue	\$ 15,825	\$ 8,000	\$ 4,700	\$ 5,000
Total Interest Revenue		\$ 15,825	\$ 8,000	\$ 4,700	\$ 5,000
Transfers					
601-49560	Xfer In - 4/A EDC Fund 600	\$ 745,275	\$ 369,174	\$ 369,174	\$ 717,235
Total Transfers		\$ 745,275	\$ 369,174	\$ 369,174	\$ 717,235
Total Revenues		\$ 761,100	\$ 377,174	\$ 373,874	\$ 722,235
Expenditures					
Contractual Services					
601-000-5470-01	Targeted Incentives	\$ 37,917	\$ 252,977	\$ -	\$ 335,412
601-000-5470-02	Promotional Expenses	\$ 7,163	\$ 249,585	\$ 12,250	\$ 319,771
601-000-5470-03	Studies expense	\$ 23,987	\$ 149,193	\$ 42,500	\$ 106,693
Total Contractual Services		\$ 69,066	\$ 651,755	\$ 54,750	\$ 761,876
Capital Outlay					
601-000-5600-08	Capital Outlay - Land	\$ -	\$ 71,683	\$ 5,000	\$ 149,119
601-000-5600-09	Katy-Fulshear/Huggins Rd-ST20B	\$ -	\$ 200,000	\$ 200,000	\$ -
601-000-5600-10	Texas Heritage Pkwy Proj-ST20C	\$ -	\$ 95,000	\$ 95,000	\$ 94,928
601-000-5600-11	Livable Center Implement (EDC)	\$ -	\$ -	\$ -	\$ -
601-000-5600-12	Ec Dev Strat Plan Implem (EDC)	\$ 2,000	\$ 123,000	\$ 7,500	\$ 115,500
601-000-5600-13	Gateway, Corridor and Placemak	\$ -	\$ -	\$ -	\$ -
Total Capital Outlay		\$ 2,000	\$ 489,683	\$ 307,500	\$ 359,547
Total Expenditures		\$ 71,066	\$ 1,141,438	\$ 362,250	\$ 1,121,422
Transfers					
601-900-5900-30	Xfer Out -#300 ST20D FM1093	\$ -	\$ 112,750	\$ 112,750	\$ -
601-900-5900-51	Xfer Out - #501 WMP-W18K	\$ -	\$ 50,000	\$ -	\$ -
601-900-5901-30	Xfer Out - #300 FPT19A Parks	\$ -	\$ 100,000	\$ 100,000	\$ 250,000
601-900-5901-51	Xfer Out -#5010D20B-Dntown Drng	\$ -	\$ 100,000	\$ 100,000	\$ -
601-900-5902-30	Xfer Out - #300 FPT19B Livab	\$ -	\$ 100,000	\$ 100,000	\$ 50,000
601-900-5902-51	Xfer Out - #501 WMP-WW18E	\$ -	\$ 75,000	\$ -	\$ -
601-900-5903-51	Xfer Out - #501 D20A-West Drainage	\$ -	\$ 100,000	\$ 100,000	\$ -
601-900-5904-30	Xfer Out - ST20F - Wallis Street	\$ -	\$ -	\$ -	\$ 87,500
601-900-5905-30	Xfer Out - ST21B - Harris Street	\$ -	\$ -	\$ -	\$ 112,500
Total Transfers		\$ -	\$ 637,750	\$ 512,750	\$ 500,000
Total Expenditures and Transfers		\$ 71,066	\$ 1,779,188	\$ 875,000	\$ 1,621,422
Surplus (Deficit)		\$ 690,034	\$ (1,402,014)	\$ (501,126)	\$ (899,188)
Ending Fund Balance		\$ 1,443,204	\$ 41,190	\$ 942,078	\$ 42,890

TYPE B- ECONOMIC DEVELOPMENT CORPORATION FUND – 700/701

FUND DESCRIPTION: Type ‘B’ – Economic Development Corporation (EDC) Fund provides for the accounting of local sales tax collected by the Corporation in accordance with state statute governing Type ‘B’ EDC’s. The Type ‘B’ Capital Projects Fund accounts for the on-going projects of the Corporation. These funds are designated as Special Revenue Funds.

Fulshear Development Corporation (FDC Funds 700 and 701):

The Fulshear Development Corporation (FDC) is a Type ‘B’ economic development sales tax corporation authorized and governed by Chapter 505 of the Texas Local Government Code and its bylaws. The Corporation was created via referendum in 2007 and is allocated ½ cent (25%) of the City’s sales tax revenue to reinvest in projects that encourage continued growth, development, and diversification of the local tax base in alignment with statute, Corporation Bylaws, and the City’s strategic goals and vision. Projects must meet the statutory requirements for Type B Corporations under the Local Government Code.

Generally speaking, Type ‘B’ Corporations are authorized to conduct a broader range of projects than Type ‘A’ Corporations. In addition to traditional Type ‘A’ projects, Type ‘B’ Corporations may also participate in more community-building and quality-of-life improvements related to recreational or community facilities such as parks and park facilities, open space improvements, etc.

Additionally, Type ‘B’ EDCs can participation affordable housing projects and, because the City is under 20,000 in population as of the 2010 Census, the FDC can undertake a broader range of projects to “promote new or expanded business development.” (The City’s official population figure per the 2020 Decennial Census

has not been released as of the time of this draft.) Because of this broader range of allowable expenditures, Type 'B' Corporations are subject to more administrative restrictions in the Statute than Type 'A' Corporations.

The work of the 'B' Corporation is administered via an Administrative Services Agreement with the City of Fulshear. This agreement provides for the Corporation to fund 50% of the City Economic Development Department's operational costs, as well as an "Administrative Services Fee" to cover other City services. The Corporation also funds a projects fund which includes cost-shares for some City CIP projects.

Ordinance adoption of the City's Economic Development Strategy in late 2019, the Type 'A' and Type 'B' corporations have been predominantly meeting jointly.

Fund: 700 - 4/B OPERATING FUND		FY2020 Actual	FY2021 Adopted Budget	FY2021 Estimated Actual	FY2022 Proposed Budget
Beginning Fund Balance		\$ 1,896,424	\$ 2,000,113	\$ 2,000,113	\$ 2,516,095
Revenues					
700-41301	Sales & Use Tax Revenue	\$ 1,036,980	\$ 716,831	\$ 1,146,930	\$ 1,250,154
Total Tax and Franchise Fees		\$ 1,036,980	\$ 716,831	\$ 1,146,930	\$ 1,250,154
Interest Revenue					
700-46000	Interest Revenue	\$ 29,591	\$ 20,000	\$ 6,898	\$ 7,000
Total Interest Revenue		\$ 29,591	\$ 20,000	\$ 6,898	\$ 7,000
Revenues Total:		\$ 1,066,571	\$ 736,831	\$ 1,153,828	\$ 1,257,154
Expenditures					
Supplies					
700-100-5311-00	Supplies	\$ 64	\$ 250	\$ 250	\$ 250
Total Supplies		\$ 64	\$ 250	\$ 250	\$ 250
Contractual Services					
700-100-5411-00	Admin Prof. Service - Legal	\$ 195	\$ 5,000	\$ 5,000	\$ 5,000
700-100-5413-00	Meeting Security	\$ 192	\$ 3,000	\$ 1,500	\$ 3,000
700-100-5421-04	Admin - Indemnity Insurance	\$ -	\$ 600	\$ 600	\$ 600
Total Contractual Services		\$ 387	\$ 8,600	\$ 7,100	\$ 8,600
Other Charges					
700-100-5526-00	Public Notices	\$ 100	\$ 500	\$ 250	\$ 500
700-100-5528-00	Travel & Training	\$ 2,734	\$ 8,000	\$ 8,000	\$ 8,000
700-100-5528-05	Continuing Education	\$ -	\$ -	\$ -	\$ -
Total Other Charges		\$ 2,834	\$ 8,500	\$ 8,250	\$ 8,500
Community Development Contractual Services					
700-400-5471-00	Community Grants	\$ -	\$ -	\$ -	\$ -
Total Community Development Contractual Services		\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 3,285	\$ 17,350	\$ 15,600	\$ 17,350
Transfers					
700-900-5900-10	Xfer Out - ASA Reimbursement	\$ 141,822	\$ 180,572	\$ 180,572	\$ 196,747
700-900-5900-11	Xfer Out - Community Events	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500
700-900-5900-12	Xfer Out - ASA Shared Building Fee				\$ 2,000
700-900-5901-10	Xfer Out - ASA Shared Services	\$ 35,000	\$ 35,000	\$ 369,174	\$ 55,000
700-900-5901-71	Xfer Out 4/B Project Fund 701	\$ 745,275	\$ 369,174	\$ 35,000	\$ 717,235
Total Transfers		\$ 959,597	\$ 622,246	\$ 622,246	\$ 1,008,482
Total Expenditures and Transfers		\$ 962,882	\$ 639,596	\$ 637,846	\$ 1,025,832
Surplus (Deficit)		\$ 103,689	\$ 97,235	\$ 515,982	\$ 231,322
Ending Fund Balance		\$ 2,000,113	\$ 2,097,348	\$ 2,516,095	\$ 2,747,417

Fund: 701 - 4/B PROJECTS FUND		FY2020 Actual	FY2021 Adopted Budget	FY2021 Estimated Actual	FY2022 Proposed Budget
Beginning Fund Balance		\$ 686,985	\$ 1,356,314	\$ 1,356,314	\$ 854,903
Revenue					
Interest Revenue					
701-46000	INTEREST	\$ 9,814	\$ 6,650	\$ 4,415	\$ 5,000
Total Interest Revenue		\$ 9,814	\$ 6,650	\$ 4,415	\$ 5,000
Transfers					
701-49570	Xfer In - 4/B EDC Fund 700	\$ 745,275	\$ 369,174	\$ 369,174	\$ 717,235
Total Transfers		\$ 745,275	\$ 369,174	\$ 369,174	\$ 717,235
Total Revenues		\$ 755,089	\$ 375,824	\$ 373,589	\$ 722,235
Expenditures					
Contractual Services					
701-000-5470-01	Targeted Incentives	\$ 37,917	\$ 252,977	\$ -	\$ 335,412
701-000-5470-02	Promotional Expenses	\$ 21,856	\$ 170,873	\$ 12,250	\$ 241,059
701-000-5470-03	Studies expense	\$ 23,987	\$ 149,192	\$ 42,500	\$ 106,692
Total Contractual Services		\$ 83,759	\$ 573,042	\$ 54,750	\$ 683,163
Capital Outlay					
701-000-5600-08	Capital Outlay - Land	\$ -	\$ 71,683	\$ 5,000	\$ 149,119
701-000-5600-09	Katy-Fulshear/Huggins Rd-ST20B	\$ -	\$ 200,000	\$ 200,000	\$ -
701-000-5600-10	Texas Heritage Pky	\$ -	\$ 95,000	\$ 95,000	\$ 94,928
701-000-5600-12	Ec Dev Strat Plan Implemt (EDC)	\$ 2,000	\$ 123,000	\$ 7,500	\$ 115,500
Total Capital Outlay		\$ 2,000	\$ 489,683	\$ 307,500	\$ 359,547
Total Expenditures		\$ 85,759	\$ 1,062,725	\$ 362,250	\$ 1,042,709
Transfers					
701-900-5900-30	Xfer Out #300 ST19D FM1093	\$ -	\$ 112,750	\$ 112,750	\$ -
701-900-5900-51	Xfer Out #501 WMP-W18K	\$ -	\$ 50,000	\$ -	\$ -
701-900-5901-30	Xfer Out #300 FPT19A Parks	\$ -	\$ 100,000	\$ 100,000	\$ 250,000
701-900-5901-51	Xfer Out - #501 WMP-WW18E	\$ -	\$ 75,000	\$ -	\$ -
701-900-5902-30	Xfer Out-#300 FPT19B Livab	\$ -	\$ 100,000	\$ 100,000	\$ 50,000
701-900-5902-51	Xfer Out #501 D20B Dntwn Drainage	\$ -	\$ 100,000	\$ 100,000	\$ -
701-900-5903-51	Xfer Out-#501 D20A-West Drainage	\$ -	\$ 100,000	\$ 100,000	\$ -
701-900-5904-30	Xfer Out #300 Wallis Street - ST20F	\$ -	\$ -	\$ -	\$ 87,500
701-900-5905-30	Xfer Out #300 Harris Street - ST21B	\$ -	\$ -	\$ -	\$ 112,500
Total Transfers		\$ -	\$ 637,750	\$ 512,750	\$ 500,000
Total Expenditures and Transfers		\$ 85,759	\$ 1,700,475	\$ 875,000	\$ 1,542,709
Surplus (Deficit)		\$ 669,329	\$ (1,324,651)	\$ (501,411)	\$ (820,475)
Ending Fund Balance		\$ 1,356,314	\$ 31,663	\$ 854,903	\$ 34,428

ORDINANCE NO. 2022-1366

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NO. 2022-1366, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2021-2022

BUDGET, BY APPROVING "BUDGET AMENDMENT 1" TO THE "ORIGINAL OPERATING & CAPITAL BUDGET OF THE CITY BUDGET OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2021-2022"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. **2022-1366**, the City Council of the City of Fulshear, Texas, adopted its Original Operating & Capital Budget for Fiscal Year 2021-2022; and

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

WHEREAS, the City Council desires to amend said Original Operating and Capital Budgets to reflect such supplemental appropriation and/or transfer in the fiscal year 2021-2022; now, therefore,

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

SECTION 1.0

That the facts recited in the preamble are determined to be true and correct, and are made a part of this Ordinance, the purpose of which is to adopt an amendment to the City of Fulshear's 2021-2022 Budget.

SECTION 2.0

AMENDED: The "Original General and Other Budgets of the Fulshear, Texas, for the Fiscal Year 2021-2022," as adopted under Ordinance No. **2022-1366** is hereby amended for municipal purposes as shown on "Budget Amendment 1" to the "Original Operating & Capital Budget of the City of Fulshear, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment 1 shall be attached to and made a part of such Original Operating & Capital Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereto for all purposes.

SECTION 3.0 AUTHORIZED EXPENDITURE

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

SECTION 4.0 Non-Repealer

That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. **2022-1366**, shall remain in full force and effect.

SECTION 5.0 Severability

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional; it being the intent of the City Council in adopting this Ordinance that no portion or

provisions, or regulations contained herein shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are severable for that purpose.

SECTION 6.0 Effective Date

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

This Ordinance duly passed and adopted on the 18th of January 2022.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

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

AGENDA OF: 1/18/2022

ITEMS: IVE.

**DATE
SUBMITTED:**

DEPARTMENT: Building Services

PREPARED BY: Jesus Escobar

PRESENTER: Jesus Escobar

SUBJECT: CONSENT AND APPROVAL OF THE INFORMATION TECHNOLOGY MANAGED SERVICES THROUGH LAYER 3 TOTALLING TO \$67,016.00

Expenditure Required: 47016.00

Amount Budgeted:

Funding Account: 100-300-5411-13

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This purchase is due to the termination of contract with CMIT previously known as CapFive Solutions IT services. Layer 3 will provide "IT Professional Services" through our approved budgeted Item #100-300-5411-13 \$47,016 Prof Services I.T and I.T Security #100-300-5540-02 \$20,000. They will assist with the following Architectural Review and Remediation, Remote Consultative and support services, Remote Managed Services & Security Information and Event Management (SIEM).

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
MSP & Security Agreement	1/12/2022	Backup Material

AGREEMENT FOR MANAGED SERVICES AND SIEM SERVICES

THIS AGREEMENT FOR MANAGED SERVICES AND SIEM SERVICES (the “Agreement”) is made an entered into this _____ day of _____, 2022 (the “Effective Date”) by and between the **CITY OF FULSHEAR, TEXAS** (the “City”), a Texas municipality, and **LAYER 3 COMMUNICATIONS** (the “Service Provider”) Collectively, the City and the Service Provider may be referred to as the “Parties.”

WHEREAS, the City wishes to obtain managed services and SIEM services relating to the furnishing of all materials and the performance of all work shown on the Statement of work and Quote Q-21162 (the “Project”), and the City wishes to retain the services of the Service Provider in connection with that Project; and

WHEREAS, the Service Provider is a company authorized to do business in Texas and is qualified to perform the managed services and SIEM services the City wishes the Service Provider to perform; and

WHEREAS, the City has determined that the Service Provider is the most highly qualified provider of the requested managed services and SIEM services and that this Agreement represents a fair and reasonable price for the requested professional services; and

WHEREAS, the Service Provider desires to render such managed services and SIEM services for the City upon the terms, covenants, and conditions provided herein.

NOW, THEREFORE, for and in consideration of the services, payments, and other valuable consideration contained herein, the Parties agree to the following terms, covenants, and conditions:

SECTION 1. Performance by Service Provider. At the City’s sole discretion, the City shall be entitled to engage the Service Provider to perform managed services and SIEM services, in accordance with the terms and conditions of this Agreement, as those managed services and SIEM services relate to the Project. The Service Provider agrees to perform such Services in accordance with the terms, covenants, and conditions of this Agreement and in accordance with any written Task Order, as described in Section 2 of this Agreement, issued by the City.

The Service Provider is being retained to provide managed services and SIEM services as described in this Agreement to the City based on the Service Provider’s demonstrated competence and requisite qualifications to perform the scope of work described herein. The Service Provider has special knowledge and expertise that is of interest to the City. The City agrees to and hereby does retain the Service Provider as an independent contractor, and the Service Provider agrees to provide Services to the City, in accordance with the terms, conditions, and covenants provided in this Agreement.

SECTION 2. Contract Documents. The Services to be provided by the Service Provider to the City shall be to furnish all materials and perform all work shown on Proposal for Managed Services & Cyber Security SIEM the Contract Documents, as described below, and specifications attached and incorporated hereto as **Exhibit A.**

All components to the Contract Documents, as that term is defined below, form this Agreement and shall be as fully a part of this Agreement as if hereto attached or herein repeated. "Contract Documents" includes and shall be defined as the following:

Proposal for Managed Services & Cyber Security SIEM
Quote Q-21162

In the event of a conflict between the provisions of the above-listed components, the order in which they are listed above shall determine the priority of which component will prevail, with Instructions to Bidders having the highest priority. Any addendum to the above-listed components will have the same level of priority as the component to which it pertains.

SECTION 3. Scope of Services. The Service Provider will provide the managed services and SIEM services described in the attached Exhibit A (collectively, "Services") which is hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. In the event of a conflict between any term of provision in this Agreement and any term or provision in Exhibit A, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Exhibit A.

Any mutually agreed upon changes to the terms, conditions, covenants, and provisions to this Agreement shall be set forth in an amendment to this Agreement. The Service Provider will not implement any changes or any new services until an amended agreement has been duly executed by the City. The City shall not be liable for any amounts not included in a duly executed Exhibit A or amended Exhibit A.

All Services rendered under this Agreement will be performed by the Service Provider with due care, in accordance with generally prevailing industry standards, and in compliance with all applicable laws, government regulatory requirements, and the terms, conditions, covenants, and provisions contained in this Agreement.

SECTION 4. Payment for Services. The City agrees to pay the Service Provider for Services provided in accordance with the following terms, covenants, and conditions:

- a. **Contract Sum.** The City shall compensate the Service Provider for the performance of the Services, subject to additions and deductions provided in Exhibit B, in the sum of such unit prices, quantities, and lump sum amounts as services are rendered. The total fees paid under this Agreement shall not exceed \$67,016.00.
- b. **Partial Payment.** The City shall make payments in accordance with the Special Conditions or General Conditions, if any and as applicable, as contained in Exhibit B.

- c. **Acceptance and Final Payment.** Final payment shall be due on acceptance of the work, provided that the Agreement be fully performed as provided in the Special Conditions and General Conditions, if any and as applicable, contained in **Exhibit B**.

Before issuance of final payment, the Service Provider shall submit satisfactory evidence to the City that all payrolls, materials, bills, subcontractors, and other indebtedness connected with the work have been paid in full.

- d. **Invoices.** The Service Provider shall invoice the City monthly for Services rendered based on the percentage of Services completed as of the date of the invoice. The City will pay for those Services, in full, within thirty (30) days of receipt of a properly completed invoice by electronic payment or check. Invoices should be submitted to:

City of Fulshear
Attn: Accounting
P.O. Box 279
Fulshear, Texas 77441
Telephone: (281) 346-1796
Email: accounting@fulsheartexas.gov

If the City disputes any invoice, the City shall timely pay the undisputed portion and promptly notify the Service Provider in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

- e. **Budget.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Service Provider. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Service Provider's sole and exclusive remedy shall be to terminate this Agreement.
- f. **Eligible Costs.** Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever for performance of this Agreement from the monies of the City other than from the monies designated for this Agreement. The City will only pay for services rendered and shall not pre-pay for work that has not been performed.

SECTION 5. Time of Completion; Term; Termination.

- a. **Time of Completion.** The Service Provider shall begin work and the work shall be completed as stipulated in **Exhibit B**. For each calendar day that any work is not substantially complete after the dates stipulated, amounts set forth in the Proposal as

contained in ***Exhibit B*** will be deducted from the money due or to become due the Service Provider as stipulated damages. Additionally, the incentive terms listed in the Proposal as contained in ***Exhibit B*** are also available.

- b. ***Term.*** This Agreement will commence on February 22, 2022, and shall remain in effect until February 22, 2023, unless earlier terminated as provided herein.
- c. ***Termination.*** The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of the termination of this Agreement, the Service Provider shall follow any instructions of the City respecting work stoppage. The Service Provider shall cooperate with City and City designees to provide for an orderly conclusion of the Services. The Service provider shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to the City, or the City's designee, at the City's request. If the City elects to continue any activities underlying a terminated Agreement after termination, the Service Provider shall cooperate with the City to provide for an order transfer of the Service Provider's responsibilities with respect to such Agreement to the City of the City's designee. Upon the effective date of any such termination, the Service Provider shall submit a final invoice for payment, and the City shall pay such amounts as are due to the Service Provider through the effective date of termination. The City shall only be liable for payment of services rendered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

SECTION 6. Representation and Warranties of Service Provider; Obligations of Service Provider.

- a. ***Representation and Warranties of Service Provider.*** Service Provider represents and warrants that:
 - 1. As of the Effective Date of this Agreement, the Service Provider is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Service Provider's performance under this Agreement or that will in any way limit or conflict with the Service Provider's ability to fulfill the terms of this Agreement. The Service Provider further represents that it will not enter into any such agreement during the Term of this Agreement;
 - 2. The Service Provider will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable, if any, together with licenses permitting the City to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to the City in connection with the preceding sentence, the Service Provider warrants

and represents that all work product created under this Agreement shall be original work of the Service Provider or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;

3. The Service Provider and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and
 4. The Service Provider shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Service Provider's obligations under this Agreement.
- b. **Level of Care and Skill.** Services provided by the Service Provider under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, or document, prepared by the Service Provider.
 - c. **Work on City Premises.** Service Provider will ensure that its employees and agents will, whenever on City premises, obey all reasonable instructions and directions issued by the City.
 - d. **Key Person.** The Parties agree that Jason Bubenik is essential to the Service Provider's performance of the Services offered pursuant to this Agreement, and should this person no longer be active on the City's account or be employed by the Service Provider for whatever reason, the City shall have the right to terminate this Agreement on thirty (30) days' written notice.
 - e. **Consultation, Reports.** The Service Provider agrees to make available the Service Provider's representative, who shall be mutually agreed upon by the Service Provider and the City, for periodic meetings to review the progress of all work under this Agreement. The Service Provider also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Service Provider and the City, as well as copies of all documents relating to the Services performed by the Service Provider.
 - f. **No Israel Boycott.** The Service Provider hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- g. *Foreign Terrorist Organizations.*** The Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- h. *Immigration.*** Consultant represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

SECTION 7. Obligations of City. The City agrees to make available to the Service Provider, upon reasonable notice, such information data, and documentation regarding its facilities and infrastructure as may reasonable be required by the Service Provider to complete the Services.

SECTION 8. Termination of Agreement.

- a. *Termination.*** Either party, upon giving seven (7) days' written notice to the other party, may terminate this Agreement for any reason, without cause, or simply for convenience. Termination of this Agreement shall release each part from all obligations of this Agreement, except as specified in Section 6(b) of this Agreement.
- b. *Obligations of Service Provider Upon Termination.*** Upon termination of this Agreement, the Service Provider shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.
- c. *Obligations of City Upon Termination.*** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Service Provider agrees to render a final invoice to the City for Services performed by the Service Provider prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

- a. *Indemnification of City.*** Service Provider INDEMNIFIES and HOLDS HARMLESS the City, its officers, agents, and employees against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the Service Provider, the Service Provider's agents, invitees, servants, and employees upon the property of the City, or arising or resulting from any defective or unsafe condition for which the Service Provider is responsible, or for any apparatus, equipment, or other property of

Service Provider, or in any other manner arising out of any action or inaction of Service Provider relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination of this Agreement for whatever cause.

- b. Commercial General Liability Insurance.** Service Provider must maintain comprehensive commercial general liability insurance, covering the City and the Service Provider for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Service Provider and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Service Provider under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.
- c. Umbrella Liability.** Service Provider must maintain umbrella liability insurance, covering the City and the Service Provider for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage, including loss of use thereof, and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Service Provider and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Service Provider under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.
- d. Professional Liability.** Service Provider must maintain professional liability insurance. The insurance provided under this section must be in the amount of not less than \$1,000,000 per claim and must have an annual aggregate of not less than \$1,000,000.
- e. Workers Compensation and Employer's Liability.** Service Provider must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to Service Provider's operations on City property. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights against the City and the City's respective agents and employees. Service Provider must maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of the Service Provider who may bring a claim outside the scope of the Texas Worker's Compensation laws or Federal acts applicable to the Service Provider's operation on City property. Each

policy must contain an endorsement waiving all rights of subrogation against the City and the City's respective agents and employees.

- f. Waiver of Subrogation.** The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Service Provider, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- g. Insurance Requirements.** The phrases “Required Policy” and “Required Policies” mean each policy of insurance required to be maintained by the Service Provider under the terms of this Agreement. Each Required Policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or a similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must be endorsed so as to require thirty (30) days' prior written notice to the City in the event of cancellation. Required Policies must contain cross-liability clauses, when applicable and available. The Service Provider must deliver to the City a certificate of insurance for any Required Policy no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Service Provider fails to do so, such failure may be treated by the City as a default by the Service Provider, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such Required Policy, and the Service Provider must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Service Provider to reimburse the City is a default by the Service Provider under this Agreement.
- h. Indemnity for Noncompliance with Insurance Requirements.** Service Provider INDEMNIFIES and HOLDS HARMLESS the City from any loss the Service Provider may suffer due to the Service Provider's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Service Provider's failure to comply with the terms, conditions, and warranties of any Required Policy.
- i. No Indemnification by the City.** The Service Provider and the City expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that

purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

SECTION 10. Injunctive Relief. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by the Service Provider of this Agreement and that any such breach by the Service Provider will cause the City great and irreparable injury and damage. Accordingly, Service Provider agrees that the City shall be entitled, without waiving any additional rights or remedies otherwise available to the City at law, in equity, or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by the Service Provider.

SECTION 11. Assignment and Subcontracting.

- a. **Consent Required.** Service Provider must not assign or subcontract the whole or any part of this Agreement without the City’s prior written consent.
- b. **Subcontracting.** Any subcontract made by the Service Provider with the consent of the City must incorporate, by reference, all the terms of this Agreement. Service Provider agrees to guarantee the performance of any subcontractor used in the performance of the services.

SECTION 12. Other Provisions.

- a. **Status as Independent Contractor.** The City and the Service Provider are contractors independent of one another and neither party’s employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- b. **Applicable Law and Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Fort Bend County, Texas.
- c. **Public Information Act.** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). In accordance with Section 2252.907 of the Texas Government Code, Consultant is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.
- d. **Notices.** All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case

to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Fulshear
Attn: City Manager
P.O. Box 279
Fulshear, Texas 77441

IF TO SERVICE PROVIDER:

Layer 3 Communications
Attn: Jason Bubenik
6650 W. Sam Houston Pkwy N. Suite 450
Houston, TX 77041

- e. **Ownership of Documents.** All respective documents, including original drawings, estimates, specifications, notes, and data, shall remain the property of the City, unless otherwise provided within this Agreement.
- f. **Successors and Assigns.** The City and the Service Provider each bind itself and its partners, successors, executors, administrators, and assigns to the other party of the Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all terms, covenants, and conditions of this Agreement. Neither the City nor the Service Provider shall assign, sublet, or transfer its interest in this Agreement without written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the Service Provider.
- g. **Waiver.** No waiver by the City of any breach by the Service Provider of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.
- h. **Entire Agreement.** This instrument, including attached exhibits, contains the entire Agreement between the City and the Service Provider, apart from any letter proposals or proposals describing the scope of services, method of compensation, and any special contractual provision that, mutually agreed upon by the Parties, shall become part of this Agreement.
- i. **Modifications.** No modification of this Agreement shall be effective unless in writing and signed by both parties.
- j. **Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will be deemed one and the same document. A photocopy of facsimile reproduction of an original signature of a party on this Agreement beings that party to the terms, covenants, and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

CITY:

CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Counsel to the City of Fulshear, Texas

SERVICE PROVIDER:

LAYER 3 COMMUNICATIONS

By: Jason Bubenik
Name: Jason Bubenik
Title: Account Manager



Fulshear Texas
Fort Bend County's Premier Address



Proposal for Managed Services & Cyber Security SIEM



Fulshear Texas

Fort Bend County's Premier Address

Proposal Number: BG-211111-01

Submitted By

Brad Goodman & Jason Bubenik

Layer 3 Communications, LLC

6650 W Sam Houston Pkwy N

Houston, TX 77441

281-748-9171

Jbubenik@layer3com.com



Fulshear Texas
Fort Bend County's Premier Address



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Fulshear Texas
Fort Bend County's Premier Address



Revision History

Version	Date	Author	Sections Changed and Synopsis of Changes
1	Nov 11, 2021	Brad Goodman/Jason Bubenik	Original Submission
2			
3			

1 EXECUTIVE SUMMARY

Layer 3 Communications is a leading professional services integrator in the South, stretching from the Carolina's to West Texas. Organically grown and completely self-funded organization, Layer 3 Communications is comprised of more than 120 employees with eight brick and mortar offices.

City of Fulshear has asked Layer 3 Communications to produce a managed services proposal to support their critical infrastructure and provide a managed SIEM offering. To address this need, this proposal includes the following:

- Architectural Review and Remediation
- Remote Consultative and Support Services
- Managed SIEM
- Remote Managed Services

All professional and managed services are provided by our US based field and 24x7 Operations Center engineering teams. Layer 3 Communications will perform managed services in conjunction with City of Fulshear staff. Layer 3 Communications will also meet on a periodic basis with the City of Fulshear staff to report on the health, posture, and viability of managed assets.

A detailed explanation of these services and their associated costs is included in the "Scope of Work" and "Pricing Table" sections of this document. We are prepared to begin within two weeks of written authorization to proceed. Thank you for your continued interest in Layer 3 Communications and the products and services that we provide. We are pleased to have the opportunity to present this proposal to City of Fulshear for your review.

2 SCOPE OF WORK

The following section defines the details of the scope of work to be performed by Layer 3 Communications on behalf of City of Fulshear. The services performed will provide a proactive approach to managing and securing critical infrastructure.

2.1 *Architectural Review and Remediation*

Layer 3 Communications will work with City of Fulshear staff to review their current datacenter design, configuration, and documentation. Once completed, Layer 3 Communications will work with City of Fulshear to prioritize any remediation efforts.

This process will:

- Provide details for remediating current issues
- Aid in the planning for longer term initiatives
- Provide a foundation for managed services

During the review and remediation, Layer 3 Communications will:

- Review existing documentation
- Review physical environment (compute, storage, networking)
- Review virtual environment (compute, storage, networking)
- Review Active Directory environment
- Veeam local backup and offsite replication
- Review support contracts and hardware lifecycles
- Update documentation as required
- Supply remediation recommendations and priorities
- Invoke Veeam remediation efforts
 - Leverage existing Synology
 - Repurpose VMware host for Veeam repository
 - Configure local immutable backups

Any remediation steps that require additional hardware, licensing or support are excluded from these remediation efforts. Those would be considered separate projects; many of which have been identified in City of Fulshear upcoming budget request.

Deliverables:

- *Report of our findings*
- *Updated documentation*
- *Life-cycle management and system improvement plan*
- *Implemented remediation recommendations*
- *Prioritized list of recommendation that were not completed with proper timeline and budgetary impacts*

2.2 Remote Consultative and Support Services

Layer 3 Communications engineers will perform services not to exceed their monthly allocation. These services include the following:

- Health Checks
 - (4) Nutanix Hosts (*based on transition*)
 - Approx. 17 Virtual Machines
 - (1) Virtual Domain Controller
 - (1) Veeam Appliance (repurposed VMware host)
 - (4) Synology NAS Arrays
 - Microsoft Domain Services
- System support and alert review (*for devices/services listed above*)
- General system moves, adds, changes and deletions (MACD)
 - VMware and server/storage hardware listed above
 - Active directory and subcomponents. *Limited to:*
 - Certificate Services
 - DNS
 - DHCP
 - KMS services
 - Domain Controller maintenance
- General network moves, adds, change and deletions (MACD)
 - (1) Aruba ClearPass Appliance
 - (3) Fortinet Edge Firewalls
 - Adding to Layer 3 Communications Hosted FortiManager
- Basic updates (*for network hardware listed above*)
 - Firmware updates as needed for security related events
 - Firmware updates annual for compliance, standardization and support
 - Scheduled upgrades
- Microsoft Server patch management (*for VMs listed above*)
 - *Pulseway licensing included*
- Remote Server support and triage
 - OS, SQL, IIS
- End user desktop support
 - Salesforce ticketing portal or email

Deliverables:

- *Health checks - completed by the second Friday of the Month*
- *Alert review*
- *MACD services*
- *Basic updates for applicable hardware*
- *Microsoft Server updates*
- *Remote support for servers*

- Remote support for end users

2.3 Managed SIEM Services

Environments today generate more logs than ever before due to the large number of users, devices, and traffic on customer networks. Sifting through logs to find security risks is not a practical solution. A SIEM solution ingests, correlates and accesses severity of log messages in real-time, minimizing human intervention. The sub-sections below outline the design, implementation, customization & tuning, and infrastructure management of the managed SIEM services solution.

2.3.1 Design

Layer 3 Communications will confirm the design specifications previously developed as part of discussions with City of Fulshear. They are:

- Approximately 10 gigabytes of log data total will be generated daily (includes raw logs and replicas); 90 days of log retention.
- up to 1,000 events per second
- Hot storage of up to .25 terabytes (including replicas)
- Warm storage of up to .5 terabytes (including replicas)
- Archive storage of up to 1 terabytes (including replicas)
- High Availability; currently not required.
- Local collector sizing

Layer 3 Communications will:

- Develop a table for SIEM log sources below
 - Device type
 - IP address
 - Service level (i.e. criticality of the device)
- Validate log source sizing
 - Message bus requirements
 - Database requirements

Name	Device Type	Custom Parser	Quantity
Edge Firewall	Fortinet	no	1
Campus Firewall	Fortinet	no	2
Endpoint Security	CrowdStrike	yes	1
Windows DC	Domain Controller	no	1
Windows Servers	Virtual Machine	no	16
WLAN Authentication	Aruba ClearPass	no	1
WLAN Master	Aruba Central	no	1

SIEM Log Sources Table

Deliverables:

- *Requirements for Managed SIEM*

2.3.2 Implementation

Once the sizing and design requirements are completed, Layer 3 Communications will begin the managed SIEM implementation.

Layer 3 Communications will:

- Order required local collector hardware
- Connect the SIEM platform to the City of Fulshear client environment
 - Local client collector installation
- Configure SIEM collection of log sources per design
 - Assistance with agents installs (*if required*)
 - Assistance with log forwarding configuration for applicable devices
- Creation of additional parsers (*if required*)
- Test the SIEM platform to ensure it is functioning as designed

Deliverables:

- *SIEM platform with a base installation collecting log data from City of Fulshear devices ready for tuning and customization*

2.3.3 Onboarding and Tuning

After initial installation, Layer 3 Communications will provide tuning and onboarding services. These efforts generally occur over a 90-day span. Tuning will be an iterative process of defining and winnowing down security events to eliminate false positives. Onboarding will consist of the creation of playbooks, dashboards and reports specific to City of Fulshear's environment. Layer 3 Communications Security Operations Center (SOC) Engineers will provide onboarding and tuning services in conjunction with DevOps engineers.

During tuning and onboarding, Layer 3 Communications will work with City of Fulshear to:

- Developing whitelist
- Apply an appropriate ruleset
- Define and winnow down security events
- Eliminate false positives
- Refine parsers (*if required*)
- Develop SFDC SOC playbooks for incident handling (severity/time of day)
 - Devices supported by co-management contracts (Section 2.5)
 - Layer 3 Communications Engineering escalation
 - Devices supported by City of Fulshear
 - City of Fulshear responsibility matrix
 - City of Fulshear escalation procedures
- Review Security Incident Reports (SIR)
- Review P1 (priority 1) security procedures

- Provision SIEM dashboard – including remote training (*if required*)
 - Incident Overview
 - Network Incidents
 - Host Incidents
- Create Executive report

Deliverables:

- *Customized and tuned SIEM reporting security events*
- *SOC playbooks for incident handling*
- *Review of SIR and P1 procedures*
- *SIEM Dashboard*
- *Executive Report*

2.3.4 Incident Response

Our incident response offering is tailored to address a large-scale malware outbreak or similar scenario where issues are as much operational as security. Layer 3 Communications Incident Response services can quickly investigate, triage and remediate outbreaks. In addition, we maintain an extensive team of forensic analysts who can delve into unknown threats if needed.

Layer 3 Communications Incident Response includes the following services:

- Threat hunting and investigation
- Malware isolation and identification
- Forensic analysis
- Quick triage and damage control
- Detailed remediation plans developed in conjunction with our clients
- Staff augmentation for remediation
- Access to comprehensive forensic services, if needed

Incident Response services can be provided as needed and are billed hourly.

2.4 Remote Managed Services

Layer 3 Communications will provide remote managed and SOC services for City of Fulshear critical infrastructure. Services for this proposal will be facilitated from our 24/7 Operations Center in Atlanta via a secure connection to City of Fulshear. Managed services will commence once core onboarding services are complete.

2.4.1 Monitoring and Element Management Onboarding

Based on the data provided by City of Fulshear, Layer 3 Communications will begin the managed services onboarding process.

During this process Layer 3 Communications will:

- Order required local collector hardware (if required)

-
-
- Review existing ticketing process and workflow
 - Work with City of Fulshear staff to build out Salesforce.com (SFDC) event handling and notification playbooks
 - Device Monitoring
 - Element Management
 - Manufacturer Support Procedures
 - Escalations
 - Document standard change control and approval processes
 - Document emergency change control and approval processes
 - Review maintenance patch/update schedules
 - Review documentation standards
 - Validate manufacturer support contracts and procedures
 - Document SLA contracts provided
 - Implement local collector (if required)
 - Configure devices to support polling, send applicable logs, or SNMP traps
 - Install local agents (if required)
 - Configure applicable default dashboards
 - Overview; Core; Campus; WLAN; VoIP; Systems
 - Provide configuration and training for remote desktop
 - Test notifications procedures

Deliverables:

- *Implemented monitoring solution*
- *Documented playbooks and procedures*
- *Documented patch management process and schedules*
- *Verified manufacturer support contract access*
- *Datacenter and Campus dashboards*
- *Tested notification procedures*

2.4.2 Remote Managed Services

For equipment listed in Section 2.5 Table 1, Layer 3 Communications Network Operations Center staff will:

- Provide 24 x 7 x 365 proactive health monitoring
 - Active and passive polling
 - Establish monitoring baselines
 - Notify upon baseline deviations and outages
 - Equipment failure, loss of connectivity, spike in utilization, etc.
 - Process hardware RMAs as requested
 - Common point of contact including engineering escalation
- Provide online ticketing (Salesforce)

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- Auto-generation of ticketing
 - Online tracking of ticket status
 - Stale ticket escalation
 - Change control for all MACD efforts
 - Provide dashboards based off onboarding requirements
 - Custom dashboards are available but may require additional SOW and fee
 - Provide Security management (*basic MACD*)
 - Fortinet Firewalls
 - Aruba ClearPass
 - Provide systems management (*basic MACD*)
 - Microsoft Domain Service management
 - Synology
 - Veeam backup jobs
 - Veeam Cloud Connect copy jobs (*based on Nutanix order*)
 - Remote triage and support assistance (*devices not covered by existing network support contracts*)
 - Fortinet
 - Microsoft Servers
 - Synology
 - Veeam
 - Perform routine maintenance
 - Install software patches and updates
 - Perform Windows patch management
 - Perform basic end-user support
 - Provide SOC monitoring and notifications for SIEM related incidents
 - Provide SIR based on SIEM incidents
 - Provide Quarterly Business Reviews (onsite or remote at customer request)
 - Review ticketing
 - Review MACD completed
 - Review upcoming changes

Deliverables:

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-
- *Online Ticketing and dashboards*
 - *Remote 24x7 monitoring and notifications*
 - *Remote basic MACD including change control*
 - *Remote support and triage services*
 - *Routine maintenance*
 - *Microsoft patch management for servers*
 - *Remote Server support*
 - *Remote end-user support*
 - *Remote SOC services*
 - *Quarterly reviews*

2.4.3 Remote Managed Service Level Agreements

Layer 3 Communications will provide managed services for the devices listed in Section 2.5 Table 1 in accordance with the following service levels.

- Security Incident Report – within 60 minutes once the SIEM incident is triggered
- Monitoring incidents notifications – within 30 minutes
- Moves/Adds/Changes – on demand within 48 hours
- Normal software upgrades – on demand within 48 hours, dependent City of Fulshear providing an outage window (excludes Windows Server OS)
- Microsoft system software patches – on demand within 48 hours, dependent City of Fulshear providing an outage window or during scheduled maintenance windows
- Documented Change management process

Layer 3 Communications will keep City of Fulshear apprised of all security incidents and provide regular reports detailing operational status of the network. Layer 3 Communications uses the following service level definitions for ticket workflow:

- High Priority (P1) – Critical security incident or service impacting outage – immediate notification upon identification of issue and root cause analysis report within 8 hours of remediation
- Medium Priority (P2) – Major security incident or severely degraded services – notification within 2 hours and root cause analysis report within 24 hours of remediation
- Low Priority (P3) – Minor security incident (e.g. false positive review) –notification within 24 hours
- No Priority (P4) – Non-service impacting request (e.g. whitelist or SIEM rule creation) – acknowledgement within 24 hours and completion within 72 hours (assumes manufacturer engagement is not required)

2.5 Managed Services Elements

Layer 3 Communications will provide monitoring and management of the following elements, with the attached service level defined above. Once this contract has been instantiated, the following chart will be completed for the master elements. Any devices that require customized visualization by Layer 3 Communications DevOps Engineers will be highlighted in red. Customization may not be complete prior to onboarding.

Name	Device Type	Quantity	Service Level
Nutanix Host	Nutanix	4	MON
Synology	Storage	4	MON/EM-STO
Virtual Machines	VM	17	MON-OS/RMM/SIEM
Desktop	PC	58	RMM/CALL
WLAN Authentication	Aruba ClearPass	1	MON/EM-SEC/SIEM
WLAN Management	Aruba Central	1	MON/EM-WLAN/SIEM
WLAN	AP	55	EM-WLAN-AP
Edge Firewall	Fortinet	1	MON/EM/SIEM
Campus Firewall	Fortinet	2	MON/EM/SIEM
Firewall Management	FortiManager (L3C)	3	MON
Veeam BU	Veeam	17	EM-BU
Veeam Cloud Connect	Veeam CCB	17	EM-BU-REP
Managed SIEM	SIEM EPS	1000	SIEM-EPS

Table 1 - Managed Elements

3 CUSTOMER REQUIREMENTS AND ASSUMPTIONS

With the understanding that any managed service agreement is a partnership, certain requirements will be placed at City of Fulshear to ensure that Layer 3 Communications provides the best possible service to the county. Additionally, assumptions will be made ahead of time to prevent delays in deliverables or execution of the service.

3.1 Customer Requirements

For Layer 3 Communications to effectively deliver this managed service offering, we will require the assistance of City of Fulshear. City of Fulshear will be responsible for providing:

- Appropriate staff/resources during onsite or remote support engagement; including but not limited to, network administrators, engineers and technicians
- Where onsite work is required and covered by this contract; City of Fulshear escort or badge for Layer 3 Communications support engineers
- Remote access, where required for MACD services
- Any passwords required
- Any community or naming conventions

- Single point of contact for all onboarding and playbook creation
- Contact list information based on SLA, time of day and severity for element and interface issues
- Escalation list for monitoring and security notification
- End user contact information for site specific or application testing/validation based on maintenance or outage related activities
- Allowed re-configuration of monitored elements to send applicable log data to the Layer 3 Communications collectors
- Change control processes for approved MACD, updates, patching and security remediation work
 - Access to customer change management platform for request/approval – *if available*
 - If no formal change management is available, SFDC ticketing will be provided to track change request/approvals
 - Contact information for scheduled and emergent approvals
- Valid manufacturer maintenance and support contracts for all managed services elements
- DHCP addresses for E3 Network probes
- All applicable Microsoft OS, application and CAL licensing
- All required Hypervisor licenses

- Local Veeam licensing

3.2 Assumptions

The following assumptions have been made by Layer 3 Communications:

-
-
- Layer 3 Communications onboarding team will consist of Account Manager, Field Engineering and Primary NOC Engineer
 - Layer 3 Communications onboarding team will work with customer SPOC for device gathering and initial dashboard creation
 - Primary NOC engineer from Layer 3 will be responsible for managing onboarding workflow with Layer 3 and Customer.
 - Custom services (monitoring/visualizations) may not be available at initial dashboard launch but a target implementation date will be provided by Layer 3 Communications DevOps team
 - Proactive alerting will begin once element onboarding is completed. Once established, the Layer 3 Communications Operations Center will investigate elements that exceed pre-defined thresholds and respond accordingly
 - Any SIEM reporting will begin after onboarding and tuning are completed.
 - Quarterly reviews are required and will be facilitated by the Layer 3 Communications Account Manager
 - Any monthly reporting will begin after the first quarterly review to allow for a baseline to be established. All subsequent monthly reporting will include any deviation datasets, general network trend data and recommendations.
 - While a managed security service significantly improves the posture of an organization, it is not a guarantee against failure. Layer 3 Communications provides the services detailed in this document on a best effort basis.
 - The contract will be initiated based on the total number of elements defined in this SOW
 - Additional elements can be added to the contract but may require additional SOW and fee
 - Any replacement purchase will inherit the outgoing elements service; City of Fulshear to notify Layer 3 Communications of decommissioned electronics
 - Layer 3 Communications and City of Fulshear will adhere to change control process to ensure that all elements are monitored and/or managed correctly.
 - City of Fulshear will notify Layer 3 Communications SOC of element moves, adds, or changes that are not part of a joint City of Fulshear /Layer 3 Communications project
 - Layer 3 Communications engineers will notify the Layer 3 Communications SOC of any project related Moves adds or changes
 - Layer 3 Communications SOC will recognize all moves, adds, or changes and report to both City of Fulshear administrators and the Layer 3 Communications account team
 - Layer 3 Communications SOC will review all changes as part of the quarterly review process
 - A ticket will be required for all MACD changes and/or requests. This can be accomplished via call, as part of our online ticketing system, or via email by adding the support@layer3com.com address in all requests

4 CONTRACT DURATION AND EARLY TERMINATION

Layer 3 Communications has proposed their Managed Services solution with the aforementioned services above as a (1) one year, (12) month contract. Set to begin on January 15th, 2021 and ending on January 15th, 2022.

5 PRICING

6650 W. Sam Houston Pkwy N. Suite
450
Houston, TX 77041
Phone: (281) 310-9800
Fax: (866) 535-3925
sales@layer3com.com

Presented To:
City of Fulshear
29255 FM 1093
Fulshear, Texas 77441

Date: 1/11/2022
Valid Until: 2/10/2022
Terms: NET 30
FOB: Houston, TX

ATTN: Jesus Escobar
+1 281-346-1796
jescobar@fulsheartexas.gov

Contract #: DIR-TSO-4231 & TIPS 200105

Submitted By: Jason Bubenik

jbubenik@layer3com.com

City of Fulshear Managed Services & SIEM

Network Managed Services

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
L3-MON-IR	Incident Response	14.00	\$75.00	9.0000	months	\$60.00	\$7,560.00
L3-MON-OS	Layer 3 Communications Remote Monitoring for server element. Includes basic health monitoring and reporting. Requires Managed Services SOW with a defined SLA.	17.00	\$20.00	9.0000	months	\$16.00	\$2,448.00
L3-EM-RMM	Layer 3 Communications Remote Monitoring and Management for server element. Includes server patch management, application monitoring, and reporting. Requires Managed Services SOW with a defined SLA.	75.00	\$15.00	9.0000	months	\$12.00	\$8,100.00
L3-EM-SEC-3	Element Management for core security node. LOW COMPLEXITY. Requires Managed Services SOW with a defined SLA.	3.00	\$250.00	9.0000	months	\$200.00	\$5,400.00
CALL-CENTER-MONTH W	Layer 3 Communications Branded Call center-Month	2000.00	\$1.25	9.0000	months	\$1.00	\$18,000.00
L3-EM-BU	Layer 3 Communications Managed backup service for a Virtual Machine. Requires customer on-premise or Layer 3 Communications IaaS hardware for local backups and L3-CLD storage and bandwidth SKUs for cloud backups. Requires Managed Services SOW with a defined SLA.	17.00	\$45.00	9.0000	months	\$36.00	\$5,508.00
Network Managed Services SUBTOTAL							\$47,016.00

SIEM

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PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
L3-SIEM-EPS	Layer 3 Communications SIEM monitoring, log collection, correlation, and reporting. Please add applicable L3-CLD-XL; L3-CLD-SSD, and L3-CLD-ARC based on EPS and log file retention. If full text search is required then add 2 - L3-CLD-XL and double required storage. Requires Managed Services SOW with a defined SLA.	1000.00	\$15.00	12.0000	months	\$1.25	\$15,000.00

SIEM SUBTOTAL \$15,000.00

Professional Services

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
L3-MON-SETUP	Layer 3 Communications setup costs for monitoring or element managed services. Requirements are based off Managed Services SOW.	1.00	\$ 2,500.00	\$2,500.00	\$2,500.00
L3-SIEM-CPE-NA	Layer 3 Communications One-time customer onsite SIEM collector. Requires Managed Services SOW with a defined SLA.	1.00	\$ 5,000.00	\$5,000.00	\$5,000.00
L3-SIEM-ONBOARDING-NA	Layer 3 Communications One-time Onboarding services fee for custom install and tuning of monitored nodes. Requires Managed Services SOW with a defined SLA.	1.00	\$ 7,500.00	\$7,500.00	\$7,500.00
Discount	One-Time Discount	1.00	\$ -10,000.00	(\$10,000.00)	(\$10,000.00)

Professional Services SUBTOTAL \$5,000.00

Billing Terms:	1 One Time Bills	Total Cost:	\$67,016.00
First Bill:	\$67,016.00		

ORDINANCE NO. 2022-1364

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, DIRECTING THE CITY MANAGER TO SELL AND CONVEY CERTAIN LAND THAT THE CITY OWNS, BEING THE SITE FOR THE FORMER CITY HALL AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, on June 18, 2021, the City of Fulshear, Texas (the “City”), purchased that certain 3.781 acre tract or parcel of land described by deed recorded as county clerk file number 2021102753 in the real property records of Fort Bend County, Texas, as a site for a new City Hall; and

WHEREAS, the City also owns that certain approximately 2.215 acre tract or parcel of land located at 30603 FM 1093, being the site of the former City Hall; and

WHEREAS, the City Council desires to direct the City Manager to execute the conveyance of the site of the former City Hall, subject to certain limitations or conditions as provided for herein;

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

Section 1. (a) Subject to subsections (b) and (c), the City Manager of the City of Fulshear, Texas, is hereby directed to sell and convey that certain approximately 2.215 acre tract or parcel of land located at 30603 FM 1093, being the site of the former City Hall, in the manner prescribed by Section 272.001 of the Texas Local Government Code, and to take any action and execute any instrument necessary or incidental to effect such sale and conveyance.

(b) The City Council shall determine the bid which secures the best results for the best interests and benefits of the taxpayers of the City, giving due consideration to any recommendation of the City Manager, provided that the City Council is not required to accept any bid or to complete the sale.

(c) The request for bids shall require bidders to propose one or more uses for the land, which shall be the basis of a possibility of reverter reserved by the City for itself and its successors and assigns, and which will be considered in determining the bid which secures the best results for the best interests and benefits of the taxpayers.

Section 2. 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 3. **Repeal.** All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

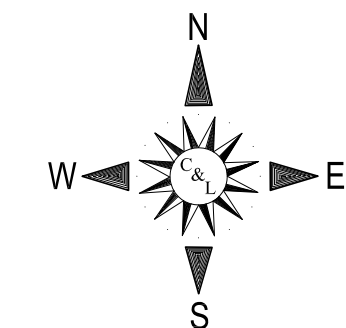
Section 4. **Effective date.** This Ordinance shall be and become effective on February 7, 2022.

PASSED, APPROVED, and ADOPTED this, the 18th day of January, 2022.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

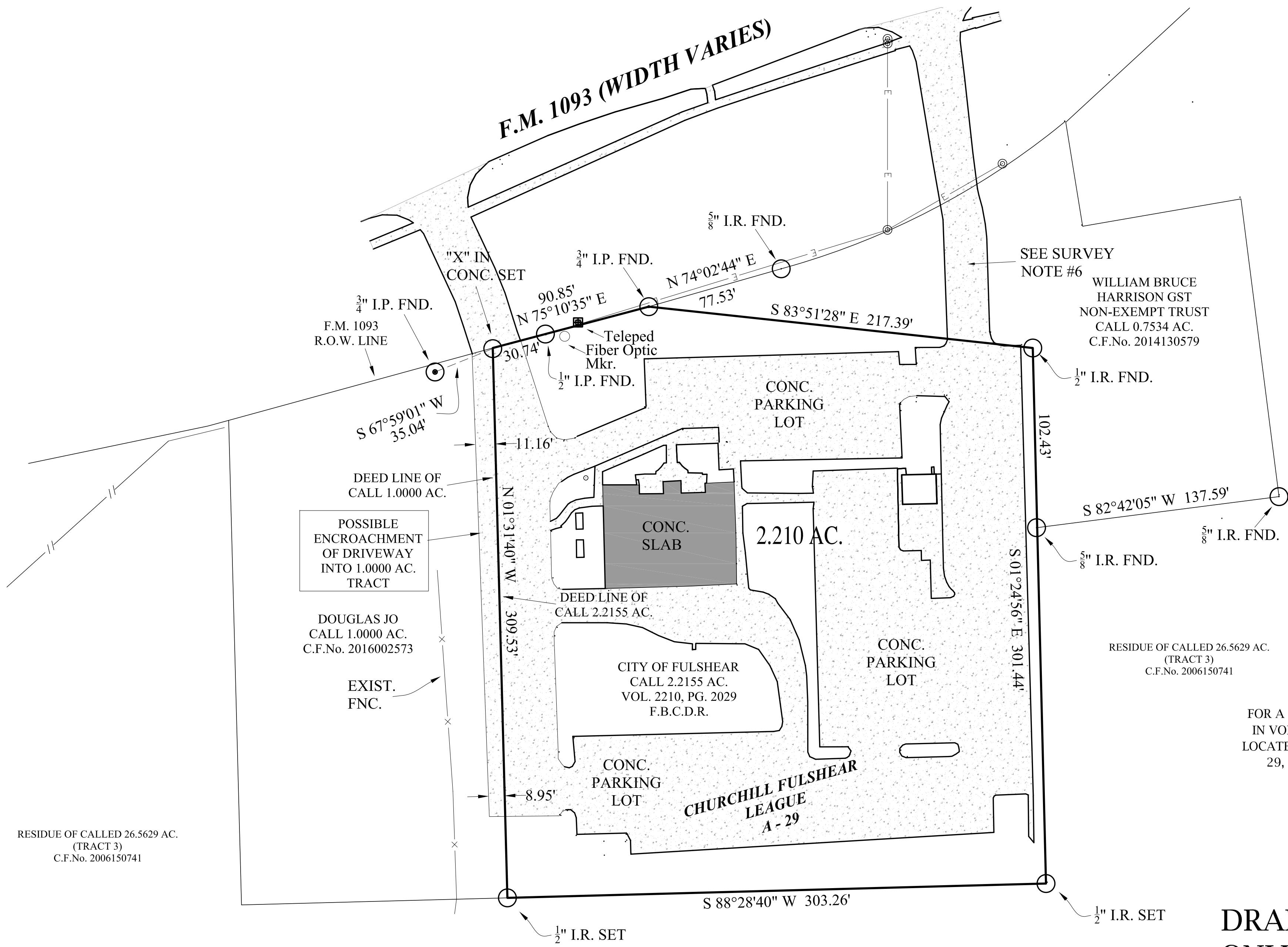


Scale: 1" = 50'

SURVEY NOTES:

1. This survey consists of a separate plat and legal description.
2. This survey was made without the benefit of a Title Report/Commitment and may be subject to Easements and/or Restrictions not shown.
3. This property is not in the 100 year Flood Plain, according to the Fort Bend County, Texas Flood Plain Map Community Panel No. 48157C0085M dated January 29, 2021.
4. All bearings recited hereon are based on the Souther line of F.M. 1093 (Northwest line of call 0.7534 acre tract) running North 74° 02' 44" East.
5. Visible improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
6. No Easement or Conveyance was found for access driveway crossing through 0.7534 acre tract.

F.M. 1093 (WIDTH VARIES)



SEE SURVEY NOTE #6
 WILLIAM BRUCE HARRISON GST NON-EXEMPT TRUST
 CALL 0.7534 AC.
 C.F.No. 2014130579

POSSIBLE ENCROACHMENT OF DRIVEWAY INTO 1.0000 AC. TRACT

DOUGLAS JO CALL 1.0000 AC. C.F.No. 2016002573

RESIDUE OF CALLED 26.5629 AC. (TRACT 3) C.F.No. 2006150741

RESIDUE OF CALLED 26.5629 AC. (TRACT 3) C.F.No. 2006150741

RESIDUE OF CALLED 26.5629 AC. (TRACT 3) C.F.No. 2006150741

PLAT OF SURVEY

FOR A 2.210 ACRE TRACT OF LAND (CALLED 2.2155 ACRES IN VOLUME 2210, PAGE 2029 DEED RECORDS) AND BEING LOCATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, FORT BEND COUNTY, CITY OF FULSHEAR, TEXAS.

The Undersigned does certify that the above is an accurate Plat of Survey, made on the ground, of the property legally described hereon in October, 2021 and is correct, and that there are no discrepancies, conflicts, encroachments or easements apparent on the ground except as shown hereon.

DRAFT COPY FOR REVIEW ONLY, NOT TO BE USED TO CONVEY INTEREST

For Clay & Leyendecker, Inc.
 Herman M. Clay Jr., R.P.L.S
 Texas Registration No. 2732

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Clay & Leyendecker, Inc.

Consulting Engineers & Surveyors
 1350 Ave. D, Katy, Texas 77493 / (281) 391-0173
 Texas Registered Engineering Firm F-2309 / Texas Land Surveying Firm No. 10044600

Scale :	1" = 50'
File Name:	21-133c
Dwn. By :	br
Date :	10-13-2021