

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

AGENDA OF:	July 16, 2019	AGENDA ITEM:	CON- A
DATE SUBMITTED:	July 2, 2019	DEPARTMENT:	Administration
PREPARED BY:	Kimberly Kopecky	PRESENTER:	Kimberly Kopecky
SUBJECT: Consent and approval of City Council Minutes from City Council Meetings held on June 18, 2019 (Special), and June 18, 2019 (Regular)			
ATTACHMENTS: Draft minutes from June 18, 2019 (Special) and June 18, 2019 (Regular)			
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City Secretary has prepared the attached Minutes from the June 18, 2019 (Special) and June 18, 2019 (Regular) meetings. City Staff will be present to answer any questions regarding the attached meeting minutes.

RECOMMENDATION

Staff recommends the City Council approve the Minutes as presented.



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: Kaye Kahlich

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: Kevin White

COUNCIL MEMBER: Debra Cates

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel Patterson

COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING MINUTES JUNE 18, 2019

I. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR GROFF AT THE IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS AT 6:00 P.M. A QUORUM WAS PRESENT.

II. QUORUM & ROLL CALL

COUNCIL MEMBERS PRESENT:

*AARON GROFF, MAYOR
KAYE KAHLICH, MAYOR PRO-TEM
JOEL PATTERSON
DEBRA CATES
KENT POOL
JOHN KELLY
KEVIN WHITE*

COUNCIL MEMBERS ABSENT:

LISA MARTIN (EXCUSED)

CITY STAFF PRESENT:

*JACK HARPER
BRANT GARY
KIMBERLY KOPECKY
ZACH GOODLANDER*

SHARON VALIANTE
ANGELA FRITZ
GRADY RANDLE
WES VELA
KENNY SEYMOUR
JAMES WOODS

OTHERS PRESENT:

JOHN CANNON
NANCY HAMREN
BOBBY DE DEN
BILL ARCHER
SONYA SIMMONS
JULIE DOWDALL
JOHN DOWDALL
BRYAN THOMAS
RAMONA RIDGE
AND ABOUT 7 OTHERS THAT DID NOT SIGN IN

- 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.

BILL ARCHER SPOKE REGARDING THE SECTION HOUSE AND FULSHEAR RUN LAND PLAN

SONYA SIMMONS SPOKE REGARDING THE SECTION HOUSE

JULIE DOWDALL SPOKE REGARDING THE FULSHEAR RUN LAND PLAN

JOHN DOWDALL SPOKE REGARDING THE FULHSEAR RUN LAND PLAN

RAMONA RIDGE SPOKE REGARDING THE SECTION HOUSE

(FOR FULL CITIZEN COMMENTS, REQUEST AUDIO)

IV. **BUSINESS**

A. **DISCUSSION AND POSSIBLE ACTION REGARDING THE SECTION HOUSE PROJECT**

BRANT GARY GAVE THE LATEST UPDATE TO CITY COUNCIL AND ASKED FOR INPUT. MAYOR GROFF ALLOWED BARNEY PFEFFER TO SPEAK IN REGARD TO HISTORICAL KNOWLEDGE OF THE SECTION HOUSE. COUNCIL MEMBERS AND STAFF DISCUSSED OPTIONS FOR THE OUTCOME OF THE SECTION HOUSE.

A MOTION WAS MADE BY COUNCIL MEMBER CATES TO SALVAGE MATERIALS AND USE THOSE MATERIALS FOR OTHER PROJECTS. IT WAS SECONDED BY MAYOR PRO-TEM KAHLICH.

THERE WAS DISCUSSION AMONG COUNCIL (FOR DISCUSSION, REQUEST AUDIO).

MAYOR PRO-TEM KAHLICH MADE AN AMENDED MOTION BEFORE SALVAGING TO GIVE STAFF, PARKS, & HISTORICAL COMMISSIONS 30 DAYS TO FIND SOMEONE TO FUND THE PROJECT (EXTERNAL).

THERE WAS DISCUSSION.

MAYOR PRO-TEM KAHLICH WITHDREW HER AMENDED MOTION.

COUNCIL MEMBER CATES WITHDREW HER ORIGINAL MOTION.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO DIRECT STAFF TO SEEK PROPOSALS FROM 3RD PARTIES AS TO THE USE AND POTENTIAL FUNDING OF THE SECTION HOUSE AND BRING TO COUNCIL WITHIN 90 DAYS. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, POOL, AND WHITE

NAYS: COUNCIL MEMBER PATTERSON

ABSENT: COUNCIL MEMBER MARTIN

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO TAKE A RECESS. IT WAS SECONDED BY COUNCIL MEMBER KELLY. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

MAYOR GROFF RECESSED THE MEETING AT 7:13 P.M.

MAYOR GROFF CALLED THE MEETING BACK TO ORDER AT 7:53 P.M.

B. DISCUSSION AND POSSIBLE ACTION ON UPDATE TO THE FULSHEAR RUN LAND PLAN

BRANT GARY INTRODUCED THIS ITEM TO COUNCIL. THERE WAS DISCUSSION BETWEEN COUNCIL AND STAFF. (FOR FULL DISCUSSION, REQUEST AUDIO)

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE THE JUNE 17 UPDATE TO THE FULSHEAR RUN LAND PLAN. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

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

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

- 1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT:
A) PENDING OR CONTEMPLATED LITIGATION; OR
B) A SETTLEMENT OFFER; OR**
- 2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER.**

CERTAIN MUD SETTLEMENT NEGOTIATIONS

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO ENTER INTO EXECUTIVE SESSION. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

MAYOR GROFF ADJOURNED INTO EXECUTIVE SESSION AT 8:44 P.M.

MAYOR GROFF RECONVENED FROM EXECUTIVE SESSION AT 9:01 P.M.

VI. ACTION FROM EXECUTIVE SESSION

THERE WAS NO ACTION FROM EXECUTIVE SESSION.

VII. ADJOURNMENT

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO ADJOURN. IT WAS SECONDED BY COUNCIL MEMBER WHITE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

MAYOR GROFF ADJOURNED THE MEETING AT 9:02 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY



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COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly Kopecky

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MEETING MINUTES JUNE 18, 2019

I. CALL TO ORDER

A REGULAR CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR GROFF AT THE IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS AT 7:19 P.M. A QUORUM WAS PRESENT.

II. QUORUM & ROLL CALL

COUNCIL MEMBERS PRESENT:

*AARON GROFF, MAYOR
KAYE KAHLICH, MAYOR PRO-TEM
JOEL PATTERSON
DEBRA CATES
KENT POOL
JOHN KELLY
KEVIN WHITE*

COUNCIL MEMBERS ABSENT:

LISA MARTIN (EXCUSED)

CITY STAFF PRESENT:

*JACK HARPER
BRANT GARY
KIMBERLY KOPECKY
SHARON VALIANTE*

GRADY RANDLE
ANGELA FRITZ
KENNY SEYMOUR
WES VELA
JAMES WOODS
DAVID LEYENDECKER

OTHERS PRESENT:

BRYAN THOMAS
RAMONA RIDGE
REBECCA PATTERSON
DANIEL GILLHAM
BARNEY PFEFFER
CJ MCDANIEL
MELISSA WHASHINGTON
KEVIN SHIPLEY
SHEREE PRATHER
MICHAEL SHELTON
LAURA FLEMING
AND ABOUT 7 OTHERS THAT DID NOT SIGN IN

III. INVOCATION- REVEREND JACKIE GILMORE, GREATER ZACHERY BAPTIST CHURCH

INVOCATION WAS GIVEN BY REVEREND JACKIE GILMORE.

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG-I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG –HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE

THE PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND THE TEXAS FLAG WERE LED BY MAYOR GROFF.

VI. 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.

MELISSA WASHINGTON SPOKE REGARDING HOMEOWNER ASSISTANCE PROGRAMS FROM THE GENERAL LAND OFFICE.

KEVIN SHIPLEY/SARAH GOODMAN SPOKE REGARDING AN UPCOMING BLOOD DRIVE.

VII. CITY’S MANAGER’S REPORT – BRIEFINGS OR UPDATES MAY BE PROVIDED REGARDING CITY SERVICES, ADMINISTRATIVE/PERSONNEL MATTERS, REAL ESTATE/DEVELOPMENT, INFRASTRUCTURE, EVENTS, REGULATIONS, COMMUNITY AND INTERGOVERNMENTAL RELATIONS ISSUES.

- A. **JULY 4TH FREEDOM FEST UPDATE- THURSDAY, JULY 4TH FROM 6 PM – 9:30 PM**
- B. **FY20 BUDGET & CIP PREPARATION- ACTIVELY WORKING ON THE BUDGET AND WILL HAVE THE CITY SECRETARY REACH OUT TO GET JULY AVAILABILITY OF THE COUNCIL**

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

- A. **CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD MAY 21, 2019 (SPECIAL), MAY 21, 2019 (REGULAR), AND MAY 28, 2019 (SPECIAL)**
- B. **CONSENT AND APPROVAL OF WEST FIRETHORNE ROAD SECTION 2 STREET DEDICATION FINAL PLAT**
- C. **CONSENT AND APPROVAL OF FIRETHORNE WEST SECTION 15 FINAL PLAT**
- D. **CONSENT AND APPROVAL OF FIRETHORNE WEST SECTION 16 FINAL PLAT**
- E. **CONSENT AND APPROVAL OF FIRETHORNE WEST SECTION 17 FINAL PLAT**
- F. **CONSENT AND APPROVAL OF FIRETHORNE WEST SECTION 18 FINAL PLAT**
- G. **CONSENT AND APPROVAL OF FIRETHORNE WEST SECTION 19 FINAL PLAT**
- H. **CONSENT AND APPROVAL OF TEXANA CENTER FINAL PLAT**
- I. **CONSENT AND APPROVAL OF CREEK TRACE AT CROSS CREEK RANCH SECTION 1 FINAL PLAT**
- J. **CONSENT AND APPROVAL OF WEST CROSS CREEK BEND LANE EXTENSION NO. 5 FINAL PLAT**
- K. **CONSENT AND APPROVAL OF SKYLINE DRIVE STREET DEDICATION FINAL PLAT**
- L. **CONSENT AND APPROVAL OF TAMARRON SECTION 38 FINAL PLAT**
- M. **CONSENT AND APPROVAL OF CREEK TRACE AT CROSS CREEK RANCH SECTION 3 PRELIMINARY PLAT**
- N. **CONSENT AND APPROVAL OF CREEK TRACE AT CROSS CREEK RANCH SECTION 4 PRELIMINARY PLAT**
- O. **CONSENT AND APPROVAL OF JORDAN RANCH SECTION 17 PRELIMINARY PLAT**
- P. **CONSENT AND APPROVAL OF JORDAN RANCH SECTION 18 PRELIMINARY PLAT**
- Q. **CONSENT AND APPROVAL OF THE MONTHLY GENERAL AND UTILITY FUND FINANCIALS**
- R. **CONSENT AND APPROVAL OF FORT BEND COUNTY APPRAISAL PROPOSED CAD 2019-2020 FISCAL YEAR BUDGET**
- S. **CONSENT AND APPROVAL OF CITY ENERGY CONTRACT AND RELATED PROJECTS**
- T. **CONSENT AND APPROVAL ON ORDINANCE NO. 2019-1300, AN ORDINANCE OF THE CITY OF FULSHEAR, AMENDING CHAPTER 10, ARTICLE IV OF THE CITY’S CODE, REGARDING ITINERANT VENDORS**

MAYOR PRO-TEM KAHLICH ASKED TO REMOVE ITEMS R AND T FOR DISCUSSION. BRANT GARY MADE A STAFF REQUEST TO REMOVE ITEM S FOR DISCUSSION.

A MOTION TO APPROVE CONSENT ITEMS A THROUGH Q WAS MADE BY MAYOR PRO-TEM KAHLICH. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE
NAYS: NONE
ABSENT: COUNCIL MEMBER MARTIN

ITEM R

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE ITEM R. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE
NAYS: NONE
ABSENT: COUNCIL MEMBER MARTIN

ITEM S

A MOTION TO ACCEPT A 4 YEAR (TRADITIONAL) TERM WAS MADE BY COUNCIL MEMBER CATES. IT WAS SECONDED BY MAYOR PRO-TEM KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, AND WHITE
NAYS: COUNCIL MEMBER POOL
ABSENT: COUNCIL MEMBER MARTIN

ITEM T

A MOTION TO APPROVE ITEM T WAS MADE BY MAYOR PRO-TEM KAHLICH. IT WAS SECONDED BY COUNCIL MEMBER PATTERSON. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE
NAYS: NONE
ABSENT: COUNCIL MEMBER MARTIN

IX. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2019-421, PROVIDING NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES FOR JULY 16 CITY COUNCIL MEETING**

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE RESOLUTION NO. 2019-421. IT WAS SECONDED BY COUNCIL MEMBER PATTERSON.

MAYOR PRO-TEM KAHLICH WITHDREW HER ORIGINAL MOTION.

MAYOR PRO-TEM KAHLICH MADE A MOTION TO APPROVE AND RATIFY RESOLUTION NO. 2019-421 PROVIDING NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

B. DISCUSSION AND POSSIBLE ACTION ON CITY OF FULSHEAR BOARDS AND COMMISSIONS VACANCIES, AND APPROVAL OF RESOLUTION NO. 2019-422, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, APPOINTING AND REAPPOINTING CERTAIN MEMBERS TO THE CITY'S HISTORIC PRESERVATION AND MUSEUM COMMISSION

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE RESOLUTION NO. 2019-422 (APPOINTING VIOLA RANDLE TO THE HISTORICAL PRESERVATION AND MUSEUM COMMISSION UNTIL JUNE 1ST 2021). IT WAS SECONDED BY COUNCIL MEMBER WHITE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

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

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

- ~~1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT:
 - ~~A) PENDING OR CONTEMPLATED LITIGATION; OR~~
 - ~~B) A SETTLEMENT OFFER; OR~~~~
- ~~2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER.~~

~~CERTAIN MUD SETTLEMENT NEGOTIATIONS~~

~~XI. ACTION FROM EXECUTIVE SESSION~~

~~THERE WAS NO EXECUTIVE SESSION DURING THE REGULAR CITY COUNCIL MEETING.~~

XII. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES- IN ACCORDANCE WITH SECTION 3.10 (d) OF THE CITY OF FULSHEAR HOME-RULE CHARTER, PAST ABSENCES DUE TO SICKNESS MAY BE EXCUSED, AND LEAVES OF ABSENCE FOR FUTURE ABSENCES MAY BE GRANTED. ANY ACTION TO EXCUSE A PAST ABSENCE IS DEEMED TO INCLUDE A FINDING THAT THE ABSENCE WAS DUE TO SICKNESS UNLESS THE ACTION INDICATES OTHERWISE.

THERE WERE NO KNOWN UPCOMING ABSENCES.

XIII. ADJOURNMENT

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO ADJOURN. IT WAS SECONDED BY COUNCIL MEMBER WHITE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS CATES, KAHLICH, KELLY, PATTERSON, POOL, AND WHITE

NAYS: NONE

ABSENT: COUNCIL MEMBER MARTIN

MAYOR GROFF ADJOURNED THE MEETING AT 7:52 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF:	July 16, 2019	ITEM NUMBER:	CON- B
DATE SUBMITTED:	June 21, 2019	DEPARTMENT:	Planning and Development
PREPARED BY:	Zach Goodlander, Director of Development Services, Brant Gary, Assistant City Manager	PRESENTER:	Zach Goodlander, Director of Development Services
SUBJECT:	Update to General Land Plan – Cross Creek Ranch		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Existing Land Plan 2. Proposed Land Plan Update 3. Alder’s at Cross Creek Ranch – Proposed Concepts 		

EXECUTIVE SUMMARY

This request is to allow for changes to the Cross Creek Ranch Land Plan. The requested changes entail the change in land use of a parcel generally located at the southwest corner of W. Cross Creek Bend Ln. and Cross Creek Ranch Blvd. from “Commercial” to “Multi-Family”. The Cross Creek Ranch Development Agreement allows for the revision of the Land Plan “as the Developer continues its investigation of and planning for the Property”. The development agreement also stipulates that the number of multi-family units within Cross Creek Ranch shall not exceed 1500 units. At this time with the only other multi-family project within Cross Creek Ranch, the Parklane at Fulshear Apartments, having 390 units this proposed change in allowed use will not seriously encroach upon the maximum number of allowed units. Further, the development agreement also allows the developer to increase that maximum number by 20% in order to “respond to market conditions” so long as the developer gives prior written notice to the City. This would move the maximum number of allowed multi-family units from 1500 to 1800.

The proposed project is to be called the Alder’s at Cross Creek Ranch and is to be a luxury, age-restricted apartment community.

Planning and Zoning Commission has recommended approval.

RECOMMENDATION

Staff recommends the City Council approve the proposed changes in the Land Plan per the Cross Creek Ranch Development Agreement.



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

Subdivision/Development Platting Application

Date: 06-19-2019 Date Received by the City of Fulshear: _____
 Subdivision: _____ Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)
 Being 3,199 Acres out of the Morris Cummings Survey, A-294; TW Southerland Survey,
 Legal Description: A-421; E. Latham Jr. Survey, A-50; M. Autrey Survey, A-100; JW Scott Survey,
A-321; AG Sharpless Survey, A-322

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

Total Acreage: 3,199.0
 Number of Streets: _____
 Number of Lots: _____
 Number and Types of Reserves: _____
 Total Acres in Reserve: _____

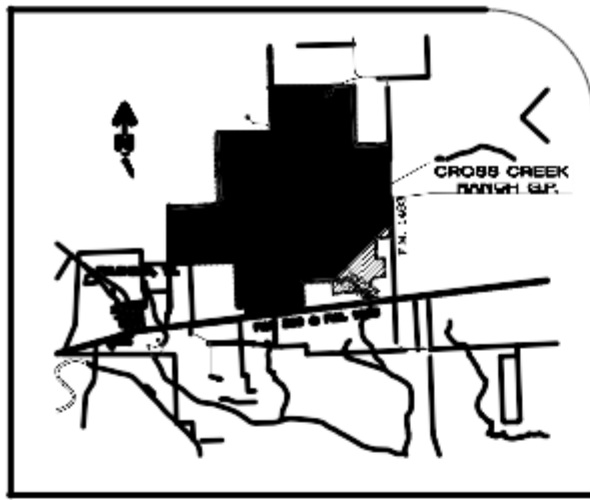
Owner: _____
 Address: _____
 City/State: _____
 Telephone: _____
 Email Address: _____

Engineer/Planner: META Planing + Design
 Contact Person: Kathryn Parker
 Telephone: 281-749-1803
 Fax Number: _____
 Email Address: kparker@metaplanningdesign.com

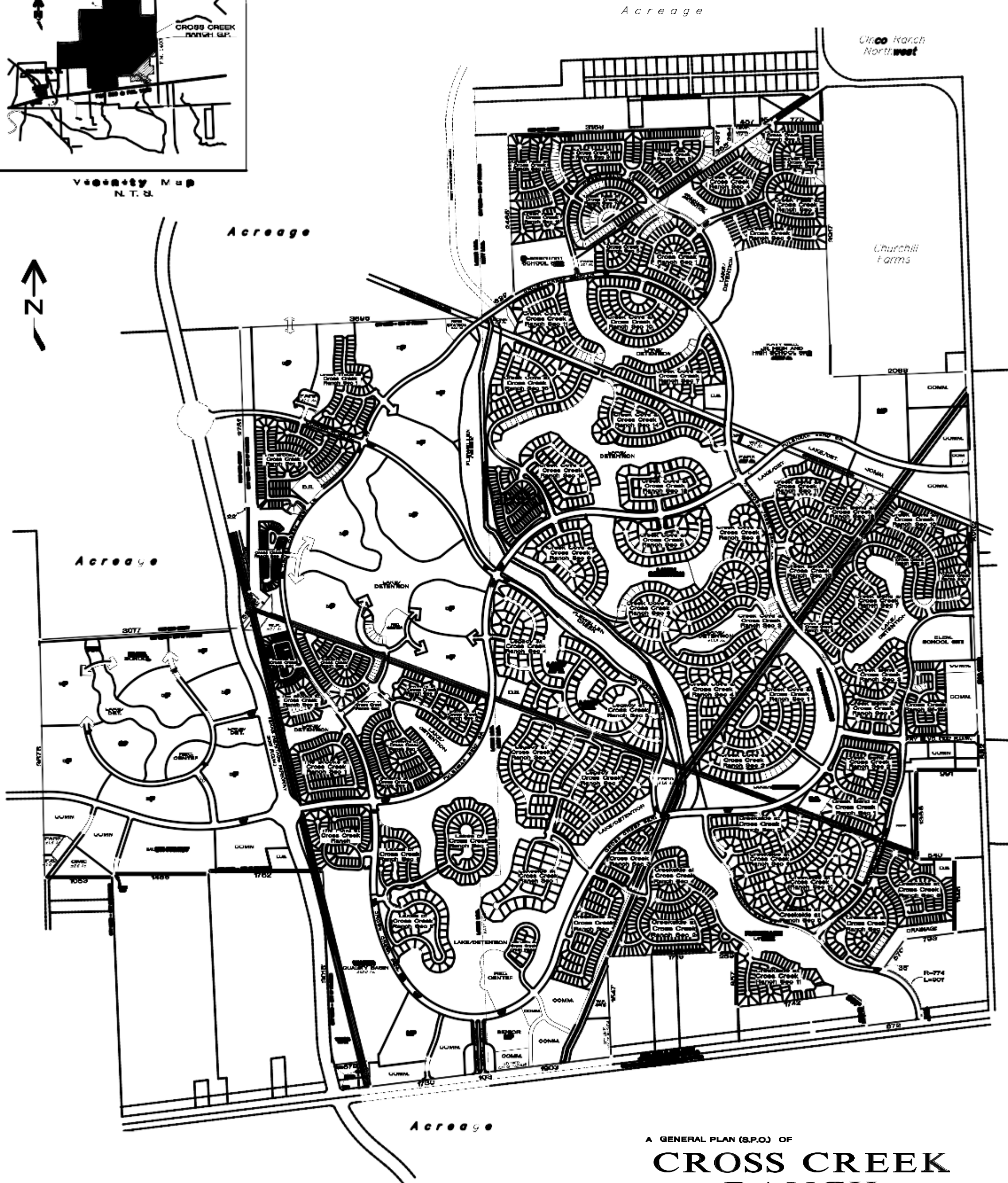
Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00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

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

 Kathryn Parker/ Planner June 19, 2019
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE



Locality Map
N.T.S.



A GENERAL PLAN (S.P.O.) OF
CROSS CREEK RANCH
BEING 3,199.0± ACRES OF LAND

OUT OF THE
MORRIS CUMMINGS SURVEY, A-294
TW SOUTHERLAND SURVEY, A-421
E. LEATHAM SURVEY, A-60
M. AUTREY SURVEY, A-100
JW SCOTT SURVEY, A-321
AG SHARPLESS SURVEY, A-322
GRVY OF FULSHEAR, FORT BEND COUNTY, TEXAS

OWNER:
JOHNSON DEVELOPMENT CORP.

PLANNER:



26277 KATY HILLWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-910-1422

SCALE: 1" = 400'
0 200 400 800

JULY 5, 2019
MTA-1350A

DISCLAIMER AND LIMITED WARRANTY
THIS PRELIMINARY GENERAL PLAN HAS BEEN PREPARED BY AND FOR THE USE OF THE OWNER OF THE CITY OF FULSHEAR, TEXAS. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE PLANNING AND DESIGN SERVICES PROVIDED BY META ARE LIMITED TO THE PREPARATION OF THIS PLAN. META MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR QUALITY OF THE INFORMATION PROVIDED BY THE OWNER. META SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. META SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THIS PLAN MADE BY THE OWNER OR ANY OTHER PARTY. META SHALL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY THE OWNER IN CONNECTION WITH THE PREPARATION OF THIS PLAN.

July 2, 2019

Engineering Review

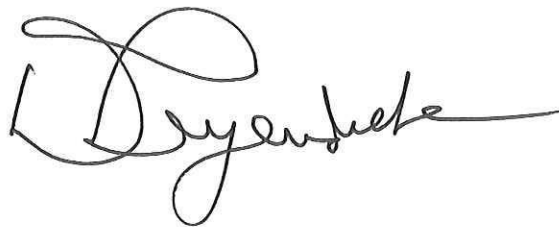
Revised General Plan
Cross Creek Ranch
City of Fulshear, Texas

For Information only:

This revision to the General Plan allows a Multi-Family use on the Reserve at the Southeast corner of Cross Creek Ranch Blvd. and Cross Creek Bend Lane.

Recommendations:

I recommend that the Revision to the General Plan for Cross Creek Ranch be approved with the designation of the Reserve at the Southwest corner of Cross Creek Ranch Blvd. and Cross Creek Bend Lane be changed from "Mixed Use" to "Commercial".

A handwritten signature in black ink, appearing to read "Clay & Leyendecker", with a stylized flourish at the end.

ALDERS AT CROSS CREEK RANCH

JUNE 2019

ALDERS

COMMUNITIES | 55+ LUXURY LIVING

Alders Communities are exclusive luxury retirement communities unlike any other.

Designed with our active adult residents in mind, our properties provide the perfect balance of relaxation and invigoration.

You will love the space and privacy of your beautifully appointed home as well as all of the resort's amenities and activities...and of course making great friendships with wonderful neighbors just like you!





Spacious Resort Feel



Inviting Great Room



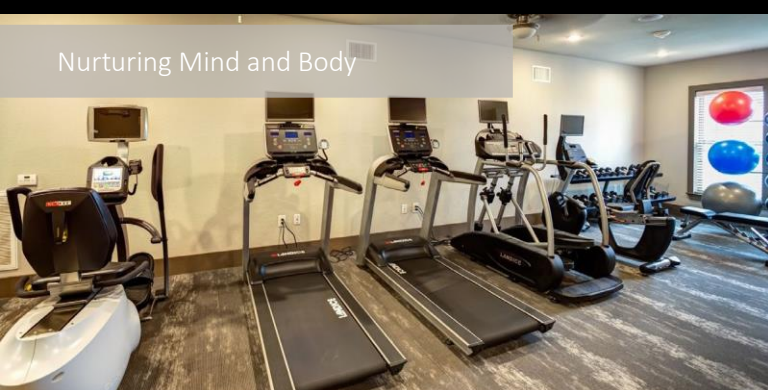
Demonstration Cooking Kitchen



Relaxing Game Room & Pub



Activities and Engagement



Nurturing Mind and Body



18,000+ SQUARE-FEET OF AMENITY SPACES

- Great Room with Oversized Fireplace
- Pub-Style Game Room with Pool Table and Private Wine Lockers
- Private Library and Media Center
- Internet Coffee Bar
- Heated Pool and Spa with a Putting Green, Covered Pavilion, Fire Place and Grill
- Fitness and Mind-Body Center
- Movie Theater with Virtual Bowling Lane
- Arts & Crafts Room
- Hair & Nail Salon
- Work Shop with TV Lounge Area and Lockers



Comfortable Luxury



You'll love the space and privacy of your beautifully appointed, upscale one- or two-bedroom home, complemented by lavish amenities like 9-foot ceilings, granite countertops and a private covered patio.

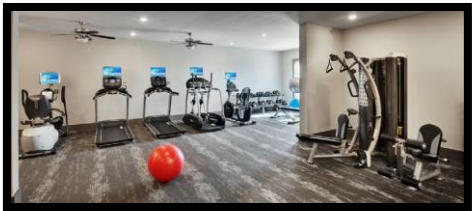


- Granite Countertops
- Stainless Steel Appliances
- Brushed Nickel Hardware
- Built-In Pantries
- Wood-Style Flooring



- Spacious Walk-In Showers
- Garden Tub (Two-Bedroom)
- Full-Size Washer and Dryer Connections
- Private Patios with Outdoor Storage
- Garages, Carports and Storage Units Available

CLUB HOUSE – FLOOR 1



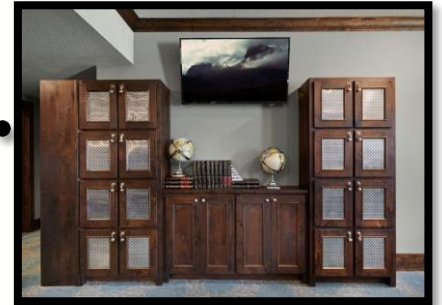
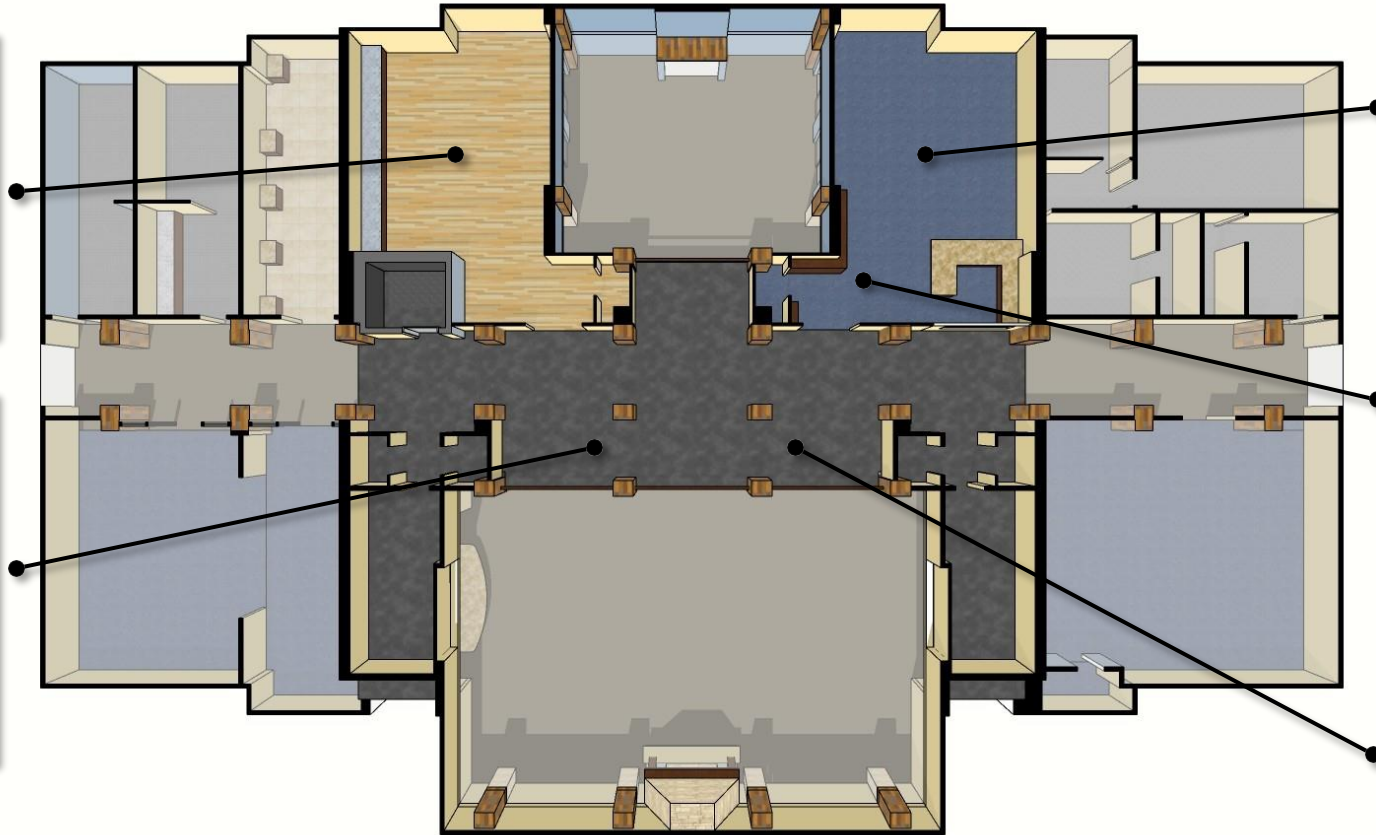
Leasing Office



Media / Multi Purpose



CLUB HOUSE – FLOOR 2



FLOOR PLANS DESIGNED TO LIVE WELL



ALDERS

COMMUNITIES | 55+ LUXURY LIVING

Dallas Office
8235 Douglas Avenue, Suite 1320
Dallas, TX 75225

AldersCommunities.com



CON 25

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

AGENDA OF:	July 16, 2019	AGENDA ITEM:	CON- C-D
DATE SUBMITTED:	June 21, 2019	DEPARTMENT:	Planning and Development
PREPARED BY:	Zach Goodlander, Director of Development Services, Brant Gary, Assistant City Manager	PRESENTER:	Zach Goodlander, Director of Development Services,
SUBJECT:	Plat Approvals for City Council		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Plat Application 2. Copy of Plat 3. City Engineer's Review Letter 		

EXECUTIVE SUMMARY

The City Council has for its consideration the following plats:

1. **Creek Trace at Cross Creek Ranch Section 5 Preliminary Plat**
2. **Ivy Kids-Cross Creek Ranch Preliminary Plat**

The plats, as submitted for consideration, generally meet the requirements set forth in the City's Subdivision Ordinance No. 04-913 and/or 013-1091, which is in alignment with Chapter 21, Texas Local Government Code. Plat comments noted in the City Engineer's report are provided in support of the rules and regulations governing plats and subdivisions of land within the City's territorial limits and the extra territorial jurisdiction to promote safe, orderly, and healthful development of the City.

Planning and Zoning Commission has recommended approval.

RECOMMENDATION

Staff recommends the City Council approve the plats under consideration.



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

Subdivision/Development Platting Application

Date: 06-20-2019 Date Received by the City of Fulshear: _____

Subdivision: Creek Trace at Cross Creek Development: _____
Ranch Sec 05

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: Being 27.82 Acres out of the M. Autrey Survey, A-100 and the J.W. Scott Survey, A-321

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

Total Acreage: 27.82
 Number of Streets: 4
 Number of Lots: 74
 Number and Types of Reserves: 6 - Landscape/O.S./Park
 Total Acres in Reserve: 5.65

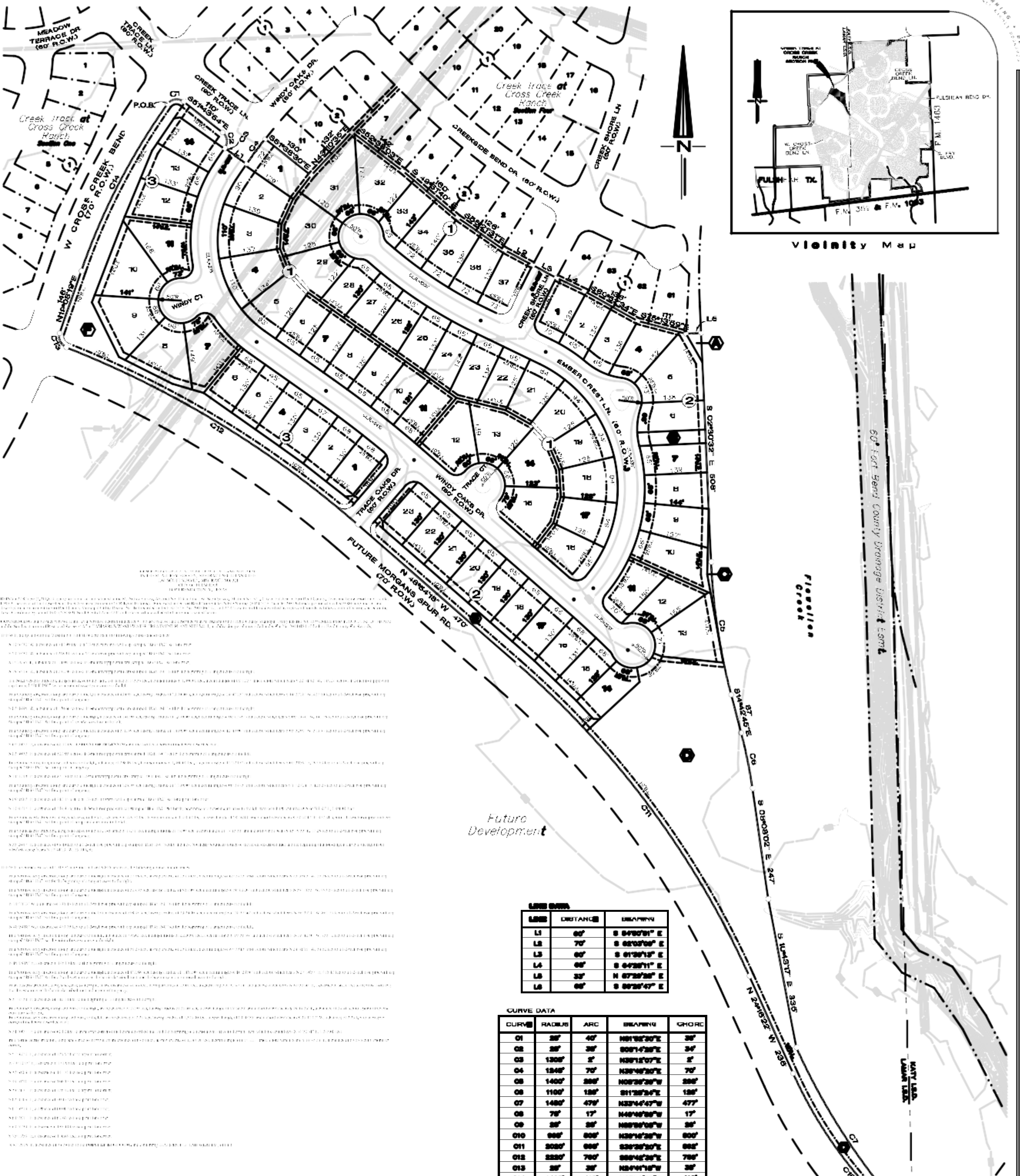
Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,106.75</u>
Park Fees (due at Final Plat Application)	_____

Owner: _____
 Address: _____
 City/State: _____
 Telephone: _____
 Email Address: _____

Engineer/Planner: META Planning + Design LLC
 Contact Person: Kathryn Parker
 Telephone: 281-810-1422
 Fax Number: _____
 Email Address: kedwards@metaplanningdesign.com

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

 Kathryn Parker/ Planner June 20, 2019
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE



THE PLAT IS SUBJECT TO THE FOLLOWING NOTES:

1. THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE CONSIDERED A GUARANTEE OF ACCURACY. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

2. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

3. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

4. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

5. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

6. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

7. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

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12. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

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18. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

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20. THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND HAS ISSUED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF SAID ACT.

Future Development

LINE DATA

LINE	DISTANCE	BEARING
L1	60'	S 64°00'00" E
L2	70'	S 62°00'00" E
L3	60'	S 61°00'00" E
L4	60'	S 64°00'00" E
L5	30'	N 67°00'00" E
L6	60'	S 62°00'00" E

CURVE DATA

CURVE	RADIUS	ARC	BEARING	CHORD
C1	25'	40'	N61°30'00" E	30'
C2	25'	30'	S61°30'00" E	30'
C3	1200'	2'	N61°30'00" E	2'
C4	1800'	70'	N61°30'00" E	70'
C5	1400'	200'	N60°30'00" W	200'
C6	1100'	150'	S11°30'00" E	150'
C7	1400'	470'	N33°44'47" W	477'
C8	70'	17'	N40°00'00" W	17'
C9	25'	20'	N60°00'00" W	20'
C10	800'	800'	N30°00'00" W	800'
C11	3000'	600'	S30°00'00" E	600'
C12	2200'	700'	S30°00'00" E	700'
C13	25'	30'	N64°00'00" W	30'
C14	1400'	410'	N67°00'00" E	410'

A PRELIMINARY PLAT OF
**CREEK TRACE AT
 CROSS CREEK
 RANCH
 SECTION FIVE**

**BEING 27.82± ACRES OF LAND
 CONTAINING 74 LOTS AND
 SIX RESERVES IN THREE BLOCKS,**

OUT OF THE
**M. AUTHEY SURVEY, A-100
 J.W. SCOTT SURVEY, A-321
 CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS**

**OWNER:
 CCR TEXAS HOLDINGS, LP
 A/I IN: ROB BAMFORD
 8450 CROSS CREEK BEND LANE
 FULSHEAR, TEXAS 77441**

**PLANNER:
 META
 PLANNING + DESIGN**

24275 KATY FREEWAY, SUITE 200
 KATY, TEXAS 77494
 Tel: 281-810-1422

SCALE: 1" = 100'
 0 50 100 200

JULY 5, 2019
 MTA# 1350A

NOTE:

- A** RESTRICTED RESERVE "A"
LANDSCAPE/OPEN SPACE
±0.02 ACRE
- B** RESTRICTED RESERVE "B"
LANDSCAPE/OPEN SPACE
±0.10 ACRE
- C** RESTRICTED RESERVE "C"
LANDSCAPE/OPEN SPACE
±0.03 ACRE
- D** RESTRICTED RESERVE "D"
LANDSCAPE/OPEN SPACE/PARK
±3.75 ACRES
- E** RESTRICTED RESERVE "E"
LANDSCAPE/OPEN SPACE
±0.4± ACRES
- F** RESTRICTED RESERVE "F"
LANDSCAPE/OPEN SPACE
±1.2± ACRES

GENERAL NOTES:

1. ALL PROPERTY LINES SHOWN ARE APPROXIMATE.

2. ALL LOT WIDTHS AND DEPTHS SHOWN ARE APPROXIMATE, AND ALL LOTS ARE SUBJECT TO A FIVE (5) FOOT SIDE LOT BOUNDARY LINE.

3. THE PROPERTY LINES IN THE RESTRICTED ZONE "E" (SHOWN IN GRAY) ARE SHOWN AS APPROXIMATE AND WILL BE DETERMINED BY THE SURVEYOR AT THE TIME OF THE FINAL SURVEY. THESE LINES ARE SHOWN AS APPROXIMATE AND WILL BE DETERMINED BY THE SURVEYOR AT THE TIME OF THE FINAL SURVEY.

4. THE RESTRICTED ZONE "E" IS SHOWN IN GRAY AND IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF SAID ACT.

5. THE RESTRICTED ZONE "E" IS SHOWN IN GRAY AND IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION ACT, CHAPTER 201, TEXAS GOVERNMENT CODE, AND THE CITY OF FULSHEAR, TEXAS, HAS REVIEWED THIS PLAT FOR CONFORMANCE WITH THE PROVISIONS OF SAID ACT.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF FULSHEAR SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED AND WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCES WHICH ARE SUBSEQUENTLY GRANTED BY THE FULSHEAR PLANNING AND ZONING COMMISSION AND / OR CITY - COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC, NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

July 2, 2019

Engineering Review

Preliminary Plat
Creek Trace at Cross Creek Ranch Section Five
City of Fulshear, Texas

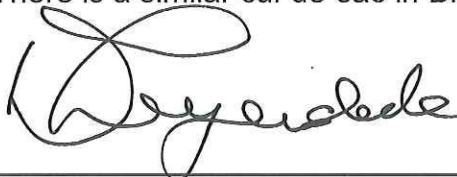
For Information only:

1. This plat will create 74 lots in three (3) Blocks with six (6) Reserves that cover a total acreage of 27.82 acres.
2. The typical lot in this section is 65-foot by 130-foot with a 25-foot Front Building Line.
3. Access to this section is provided by an extension of Wendy Oaks Drive and Creek Shore Lane from Section 4.

Recommendations:

I recommend that this Preliminary Plat of Creek Trace at Cross Creek Ranch Section Five be approved with the following additions/corrections:

- A) The Plat shows that the acreage being platted is 27.82 acres while the Subdivision/Development Application calls the acreage to be 26.42 acres. This needs to be rectified.
- B) The Plat shows that this section is located in two (2) Surveys and two (2) Abstracts and the application shows that the area is located in one (1) Survey and one (1) Abstract.
- C) The Plat calls out the total acreage in the Reserves to be 5.65 acres while the application only shows 4.26 acres.
- D) The cul-de-sac that serves Lots 7-11 in Block 3 is shown as a separate street with 10-foot Side Street Building Lines but has no name shown on the new street. There is a similar cul-de-sac in Block 1.





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

Subdivision/Development Platting Application

Date: 04-30-2019

Date Received by the City of Fulshear: _____

Subdivision: Ivy Kids Cross Creek

Development: Ivy Kids

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

- Single-Family Residential
 Planned Development
 City
 Zero Lot Line/ Patio Home
 Commercial
 ETJ (Extraterritorial Jurisdiction)
 Multi-Family Residential
 Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 1.987 acres located in the Morris and Cummings Survey, Abstract 294

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

Total Acreage: 1.987
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1
 Total Acres in Reserve: 1.987

Owner: Lazex, LLC
 Address: 13418 Orchard Shadows Drive
 City/State: Richmond, TX
 Telephone: 713-333-1466
 Email Address: roneil@grullersurveying.com
 Engineer/Planner: JCC Architect
 Contact Person: JC Cheng
 Telephone: 281-788-8078
 Fax Number: 713-789-3636
 Email Address: jc@jccarch.com

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

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

SIGNATURE

Chris Gruller
 TYPED OR PRINTED NAME/TITLE

04-30-2019
 DATE

STATE OF TEXAS
 COUNTY OF FORT BEND
 WE, CCR Texas Holdings LP and CCR Loan Subsidiary 1, LP, OWNERS ACTING BY THROUGH HEREINAFTER REFERRED TO AS OWNER OF THE 1.987 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF IVY KIDS CROSS CREEK DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LAWS, ORDINANCES, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC PUBLIC UTILITY EASEMENTS, RIGHTS, RIGHTS OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNER HAS DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'-0") FOR FOURTEEN FEET (14'-0") PERIMETER GROUND EASEMENTS OR FIVE FEET (5'-0") FOR SIXTEEN FEET (16'-0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'-0") ABOVE GROUND LEVEL UPWARD, LOCATED ALONG TO AND INCLUDING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND EXCEPTED HEREIN, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'-6") IN WIDTH.

FURTHER, OWNER HAS DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'-0") FOR FOURTEEN FEET (14'-0") PERIMETER GROUND EASEMENTS OR FIVE FEET (5'-0") FOR SIXTEEN FEET (16'-0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'-0") ABOVE GROUND LEVEL UPWARD, LOCATED ALONG TO AND INCLUDING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND EXCEPTED HEREIN, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'-6") IN WIDTH.

FURTHER, OWNER DOES HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANK INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNER DOES HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYONDS, CREEKS, DRAINS, RAVINES, DITCHES, OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT AND EASEMENTS FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AGREE THAT SUCH DRAINAGE COURSES SHALL BE RESTRICTED TO KEEP SUCH DRAINAGE WEARS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNER DOES HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENTS, DITCH, CULVERT, CREEK OR NATURAL DRAINAGE COURSE SHALL BE RESTRICTED TO KEEP SUCH DRAINAGE WEARS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNER DOES HEREBY ACKNOWLEDGE THE RECEIPT OF THE "FORBIDS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS" AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004 AND ANY SUBSEQUENT AMENDMENT.

STATE OF TEXAS
 COUNTY OF FORT BEND
 IN TESTIMONY WHEREOF, CCR Texas Holdings LP and CCR Loan Subsidiary 1, LP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ATTESTED BY _____, HERETOBY AUTHORIZED AND HIS COMMON SEAL HEREUNTO _____ AND ITS AFFIXED THIS _____ DAY OF _____, 2018.
 CCR Texas Holdings LP and CCR Loan Subsidiary 1, LP.

BY: _____
 NAME _____
 TITLE _____

STATE OF TEXAS
 COUNTY OF FORT BEND
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINT NAME _____
 MY COMMISSION EXPIRES _____

We, U.S. Bank National Association d/b/a Houston Capital Company, holder of a first optional trust deed described in the pool interest set by Ivy Kids Cross Creek, add lien being evidenced by instrument of record in the Clerk's Office Numbers 201609011 and 201609012, and 201609013, of the C.P.R.D.A. of Fort Bend County, Texas, as hereby in, as trustee substitute our interest in said property to the purposes and effects of said pool and the declarations and restrictions shown herein in said subdivision plat and we hereby confirm that we are the present owners of said fee and have not assigned the same nor any part thereof.

BY: _____
 State of Texas)
 County of Fort Bend)

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2018.

Notary Public in and for the State of Texas
 My Commission Expires _____

THIS PLAT OF IVY KIDS CROSS CREEK IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS THIS _____ DAY OF _____, 2018.

AMY PERCIE
 CHAIRMAN
 AUSTIN WEAVER
 VICE-CHAIRMAN

THIS PLAT OF IVY KIDS CROSS CREEK IS APPROVED ON _____ BY THE CITY OF FULSHEAR CITY COUNCIL AND SIGNED ON THIS _____ DAY OF _____, 2018. PROVIDED HOWEVER, THIS APPROVAL, SHALL BE INVALID AND VOID UNLESS THE PLAT IS FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS WITHIN SIX (6) MONTHS THEREAFTER.

AARON DUFFY
 MAYOR

JOHNNEY KEMPSON
 CITY SECRETARY

- RECORDS:
1. All, denotes Building Use, U.E. denotes Utility Easement, S.E.E. denotes Sanitary Sewer Easement, D.E. denotes Driveway Easement, E.M.P. denotes easement, R.O.W. denotes Right-of-Way, F.B.C.D.A. denotes Fort Bend County Deed Records, F.B.C.P.R. denotes Fort Bend County Plat Records, F.B.C.C. denotes Fort Bend County Clerk's The Vol. denotes Volume, P.D. denotes Page, P.A.E. denotes Private Access Easement.
 2. There are no platlines located on the subject parcel.
 3. The Coordinates shown herein are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD 83) and may be brought to surface by applying the following combined scale of CORRECTIONS:
 4. This plat complies with City Planning Letter issued by Integrity The Company, LLC Job No. 1828264A effective date March 9, 2018.
 5. Control benchmarks: Cross Creek Ranch T.B.M. Dk. No. 1, Elev=1360.0, MAG. 86, 2007 adjustment.
 6. This property lies in Zone "C" as per the Flood Insurance Rate Maps, Community Panel No. 481970010, Effective date April 2, 2014.
 7. This property lies within Fort Bend County, The City of Fulshear, Tully Independent School District, Fort Bend ISD #4, and Fort Bend Municipal Utility District No. 171.

THE CITY OF FULSHEAR, TEXAS
 PLAT NO. 20170334, F.B.C.P.A.

REMEMBER OF 42.23 ACRES
 CCR LOAN SUBSIDIARY 1, LP
 F.B.C.P. No. 20170334B

REMEMBER OF 1.987 ACRES
 MORRIS AND CUMMINGS SURVEY, A-294,
 CITY OF FULSHEAR,
 FORT BEND COUNTY, TEXAS

BEING a tract or parcel of and containing 1.987 acre of land or 86,569 square feet, located in the Morris and Cummings Survey, Abstract 294, Fort Bend County, Texas, said land being tract being out of and a part of a 9.047 acre tract of record in the name of CCR Loan Subsidiary 1, LP, Fort Bend County, Texas, File #F.B.C.C.27 Number 201301944B and out of and a part of a called 42.23 acre tract of record in the name of CCR Texas Holdings LP, F.B.C.C.27 Number 201303884D, said 1.987 acre tract being more particularly described as follows (hereinafter based on the Texas State Plane Coordinate System, South Central Zone NAD83):

BEING, in a 1/2 inch iron pipe found for the west corner of the herein described tract, being on the northeast line of abstracted 42.23 acre tract and the southeast Right-of-Way (R.O.W.) line of Cross Creek Bend Lane (100 feet wide).

THENCE, eobstant the northeast line of the herein described tract and the southeast R.O.W. line of abstracted Cross Creek Bend Lane the following two (2) courses:

1. Being a curve to the left, on an arc length of 102.06 feet, having a radius of 1,350.00 feet, a central angle of 04 Degrees 19 Minutes 53 Seconds East, a distance of 102.03 feet to a 1/2 inch iron pipe found the point of compound curvature;
2. A central offsetted curve to the left, on an arc length of 148.89 feet, having a radius of 1,350.00 feet, a central angle of 08 Degrees 19 Minutes 08 Seconds and a chord bearing of North 80 Degrees 44 Minutes 28 Seconds East, a distance of 148.81 feet to a 5/8 inch iron rod with "Gruiter cap set for the northeast corner of the herein described tract, being on the northeast line of abstracted 9.047 acre tract and the southeast R.O.W. line of said Cross Creek Bend Lane and being the beginning of reverse curvature;

THENCE, eobstant offsetted curve to the right, on an arc length of 40.88 feet, having a radius of 20.00 feet, a central angle of 33 Degrees 14 Minutes 15 Seconds and a chord bearing of South 85 Degrees 47 Minutes 48 Seconds East, a distance of 26.34 feet to a 5/8 inch iron rod with "Gruiter cap set for the northeast corner of the herein described tract within the point of compound curvature.

THENCE, eobstant the southeast line of the herein described tract the following two (2) courses:

1. South 80 Degrees 44 Minutes 28 Seconds West, a distance of 34.35 feet to a 5/8 inch iron rod with "Gruiter cap set for the beginning of a curve to the left;
2. An arc length of 182.06 feet, having a radius of 330.00 feet, a central angle of 33 Degrees 20 Minutes 58 Seconds and a chord bearing of South 20 Degrees 00 Seconds East, a distance of 182.08 feet to a 1/2 inch iron pipe found for the southeast corner of the herein described tract.

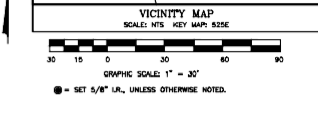
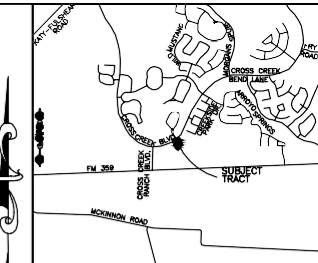
THENCE, eobstant the south line of the herein described tract, North 82 Degrees 28 Minutes 40 Seconds West, a distance of 49.88 feet to a 1/2 inch iron pipe found for the southeast corner of the herein described tract.

THENCE, eobstant the southeast line of the herein described tract, North 23 Degrees 47 Minutes 08 Seconds East, a distance of 397.20 feet to the POINT OF BEGINNING and containing 1.987 acres of land.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1350.00	102.06	102.03	N 80°19'53" E	4°19'03"
C2	1350.00	148.89	148.81	S 85°47'48" E	8°19'08"
C3	330.00	40.88	38.34	S 85°47'48" E	33°19'14"
C4	20.00	114.44	113.87	S 20°00'00" E	32°19'00"
C5	330.00	31.47	31.40	S 17°48'51" E	27°19'00"
C6	20.00	92.96	92.00	S 85°47'48" E	81°19'00"
C7	330.00	182.06	182.08	S 44°54'00" W	13°29'59"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1350.00	102.06	102.03	N 80°19'53" E	4°19'03"
C2	1350.00	148.89	148.81	S 85°47'48" E	8°19'08"
C3	330.00	40.88	38.34	S 85°47'48" E	33°19'14"
C4	20.00	114.44	113.87	S 20°00'00" E	32°19'00"
C5	330.00	31.47	31.40	S 17°48'51" E	27°19'00"
C6	20.00	92.96	92.00	S 85°47'48" E	81°19'00"
C7	330.00	182.06	182.08	S 44°54'00" W	13°29'59"

DISTRICT NAMES	AREA
WVA	N/A
FF BEND MAD 171	N/A
LUD	N/A
NVA	N/A
SCHOOL	KATY I.S.D.
TIME	NORTH EAST F.A.
URBAN FEE AREA	N/A
CITY OR CITY EXT	FULSHEAR
UTILITIES	CEC, JUC

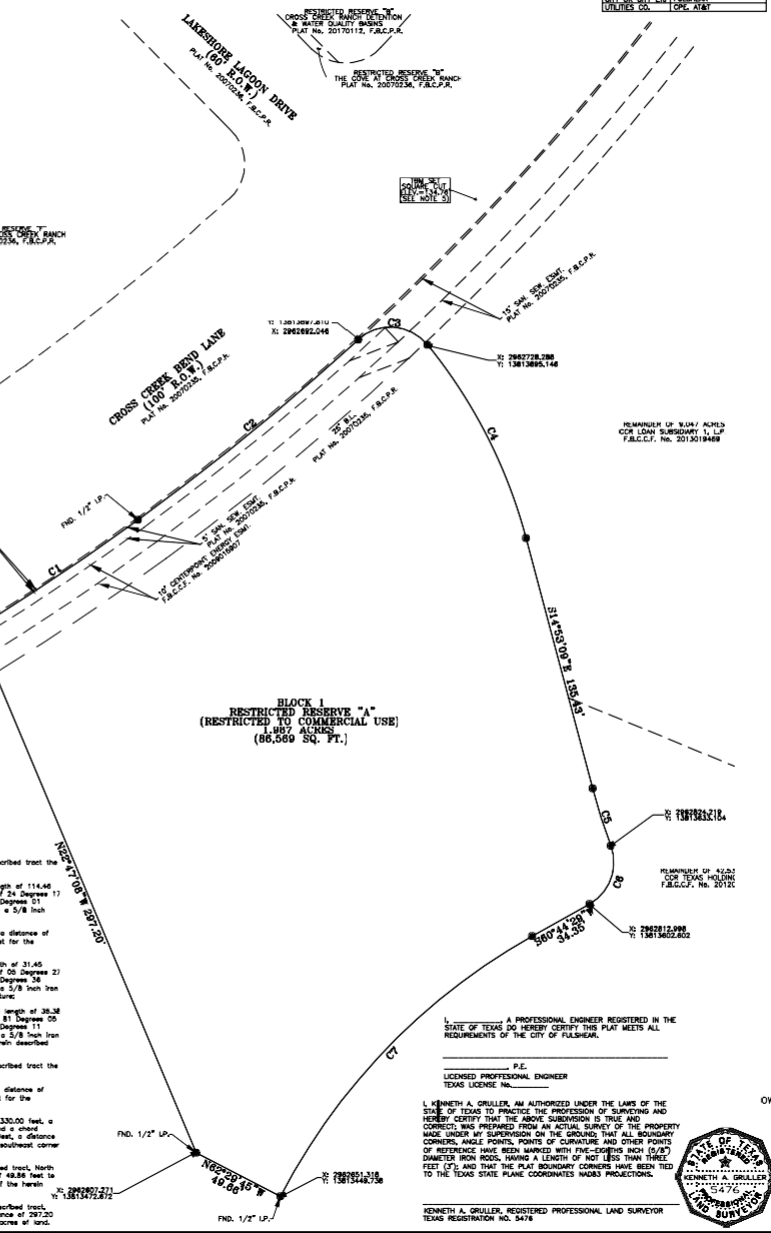


L. LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION HAS BEEN FILED FOR RECORDATION IN MY OFFICE ON _____, 2018, AT _____ O'CLOCK _____ A.M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF SAID FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
 FORT BEND COUNTY, TEXAS

BY: _____
 DEPUTY



IVY KIDS CROSS CREEK

BEING A SUBDIVISION OF
 1.987 ACRES (86,569 sq. ft.)
 LOCATED IN THE
 MORRIS AND CUMMINGS SURVEY, A-294,
 CITY OF FULSHEAR,
 FORT BEND COUNTY, TEXAS

1 RESERVE 0 LOTS 1 BLOCK
 SCALE: 1" = 30' MAY 2019
 OWNER: CCR Texas Holdings LP and CCR Loan Subsidiary 1, LP
 ADDRESS: 5005 Riverway Drive, Ste. 500

SURVEYOR:
Grueller Surveying, LLC
 PROFESSIONAL LAND SURVEYING
 6509 BAY WILLETTE, STE. 100
 HOUSTON, TEXAS 77054
 PH: 713-253-1468 FAX: 713-788-9780
 TX REG. NO. 44818

July 2, 2019

Engineering Review

Preliminary Plat
Ivy Kids Cross Creek
City of Fulshear, Texas

For Information only:

1. This plat will create one (1) Restricted Reserve that is restricted to Commercial use only that will cover an area of 1.987 acres of land.
2. This Restricted Reserve will have access to Cross Creek Bend Lane along its entire Northwest line.

Recommendations:

I recommend that this Preliminary Plat of Ivy Kids Cross Creek be approved with the following additions/corrections have been made:

- A) The plat calls out this tract as to be owned by CCR Texas Holdings, L.P. and CCR Loan Subsidiary 1, L.P. while the application shows the ownership to be in Lazex, LLC. This needs to be reconciled.
- B) The common line between the Katy Independent School District and the Lamar Consolidated School District needs to be shown on the Vicinity Map.
- C) Contour lines need to be shown on the face of the plat. These may be taken from the Fort Bend County LIDAR System.



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

AGENDA OF:	July 16, 2019	AGENDA ITEM:	CON- E
DATE SUBMITTED:	July 10, 2019	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT:	Monthly Financial Report		
ATTACHMENTS:	Cover Memo and Monthly Financial Report – June 30, 2019		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO. :			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO. :			

EXECUTIVE SUMMARY

The Monthly Financial Report for the General Fund is presented for the month ended June 30, 2019.

RECOMMENDATION

Staff recommends the City Council accept the Monthly Financial Report as presented.



CITY OF FULSHEAR

Finance Department

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

MEMORANDUM

To: Mayor and City Councilmembers
 From: Wes Vela, Chief Financial Officer
 Date: June 4, 2019
 Subject: Monthly Financial Report

Attached you will find the General Fund and the two Utility Fund monthly financial reports for the period ended **June 30, 2019**. This report represents the activity for **nine (9)** unaudited **months** or **75%** of the fiscal year. For the General Fund the total revenues are reported at **73%** of budget and total expenditures are reported at **66%** which both are in line with expectations. The City Charter signifies budgetary control at the Fund level and staff projects that actual revenues will exceed expenditures and therefore no budget amendments are expected.

In the Utility Funds, revenues are **49%** and **65%** for the City of Fulshear Utility (COF) and Cross Creek Ranch Utility (CCR) Funds, respectively. Service revenue in each utility funds are not recorded until billed therefore for example; October's utility revenues are not billed until early November. Expenditures are at **75%** of budget for the COF Utility and **69%** for the CCR Utility. **Revenues and expenses in the Utility Funds will be monitored for possible budgetary amendments if needed.**

General Fund		
	Jun-18	Jun-19
Revenues:		
Tax	90.32%	85.40%
License-Permit Revenue	119.19%	79.28%
Grant Revenue	15.45%	0.00%
Service Revenue	100.16%	86.66%
Fines-Forfeitures Revenue	127.75%	100.87%
Interest Earned	118.05%	229.41%
Other Revenue	71.31%	100.63%
Transfers	46.64%	18.52%
Total	88.12%	73.39%
Expenditures:		
Administration	64.67%	46.52%
Municipal Court	69.11%	63.17%
Finance	64.06%	86.17%
Utility Services	76.36%	81.20%
Economic Development	48.31%	55.90%
Communications	25.53%	42.31%
Police	74.39%	69.93%
Emergency Management	17.36%	19.85%
Code Enforcement	60.00%	59.49%
Planning & Development	48.81%	37.00%
Builder Services	59.14%	71.82%
General Facilities	50.06%	73.45%
Public Works & Maint	80.67%	74.94%
Street Department	69.28%	71.64%
Total	65.29%	66.44%

Utility Fund- COF		
	Jun-18	Jun-19
Revenues:		
Service Revenue	72.18%	47.81%
Interest Revenue	148.72%	115.50%
Total	72.55%	49.45%
Expenses:		
Non-Departmental	82.32%	75.22%
Total	82.32%	75.22%

Utility Fund- CCR		
	Jun-18	Jun-19
Revenues:		
Service Revenue	76.07%	65.01%
Interest Revenue	425.50%	262.37%
Total	78.12%	68.10%
Expenses:		
Non-Departmental	87.18%	69.62%
Total	87.18%	69.62%

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

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund
 FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAX & FRANCHISE FEES	4,450,800.00	125,666.83	3,801,074.65	85.40	649,725.35
LICENSE-PERMIT REVENUE	2,092,400.00	222,024.01	1,658,936.29	79.28	433,463.71
GRANT REVENUE	0.00	546.94	2,879.11	0.00 (	2,879.11)
SERVICE REVENUE	1,821,775.00	211,939.31	1,578,737.96	86.66	243,037.04
FINES-FORFIETURES REVENUE	215,000.00	28,617.19	216,871.42	100.87 (	1,871.42)
INTEREST EARNED	55,002.00	12,918.68	126,179.75	229.41 (	71,177.75)
OTHER REVENUE	27,700.00	2,605.22	27,874.67	100.63 (	174.67)
TRANSFERS	<u>1,923,032.00</u>	<u>0.00</u>	<u>356,115.00</u>	<u>18.52</u>	<u>1,566,917.00</u>
TOTAL REVENUES	10,585,709.00	604,318.18	7,768,668.85	73.39	2,817,040.15
	=====	=====	=====	=====	=====

<u>EXPENDITURE SUMMARY</u>					
Administration	2,161,429.00	149,094.41	1,005,583.59	46.52	1,155,845.41
Municipal Court	226,802.00	15,044.85	143,278.81	63.17	83,523.19
Finance	1,298,919.00	35,159.71	1,119,299.13	86.17	179,619.87
Utility Services	1,058,488.00	124,436.97	859,473.63	81.20	199,014.37
Economic Development	335,200.00	25,283.90	187,386.75	55.90	147,813.25
Communications	26,200.00	1,200.00	11,084.00	42.31	15,116.00
Police Dept	2,604,331.00	176,949.92	1,821,168.55	69.93	783,162.45
Emergency Management	44,680.00	112.15	8,869.11	19.85	35,810.89
Code Enforcement	89,296.00	5,538.13	53,121.41	59.49	36,174.59
Planning & Development	477,357.00 (	52,734.51)	176,625.93	37.00	300,731.07
Builder Services	896,718.00	210,687.18	644,057.77	71.82	252,660.23
General Facilities	459,130.00	57,570.30	337,229.65	73.45	121,900.35
Public Works & Maint	482,159.00	28,884.93	361,331.43	74.94	120,827.57
Streets	<u>425,000.00</u>	<u>56,335.81</u>	<u>304,472.62</u>	<u>71.64</u>	<u>120,527.38</u>
TOTAL EXPENDITURES	10,585,709.00	833,563.75	7,032,982.38	66.44	3,552,726.62
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	229,245.57)	735,686.47	(	735,686.47)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAX & FRANCHISE FEES</u>					
100-41101 Property Tax - Current Year	2,406,840.00	7,151.60	2,422,736.16	100.66 (	15,896.16)
100-41102 Property Tax - Delinquent	30,000.00	2,654.46	45,494.54	151.65 (	15,494.54)
100-41103 Property Tax - Penlty & Intrst	10,000.00	1,785.25	16,287.32	162.87 (	6,287.32)
100-41301 Sales & Use Tax Revenue	1,235,559.00	102,123.26	819,697.94	66.34	415,861.06
100-41302 Mixed Beverage Tax	18,000.00	0.00	8,432.51	46.85	9,567.49
100-41501 Franchise Revenue - Electrical	441,982.00	0.00	345,382.47	78.14	96,599.53
100-41503 Franchise Revenue - Telecomm	20,000.00	5.46	41,552.36	207.76 (	21,552.36)
100-41504 Franchise Revenue - Cable TV	134,666.00	0.00	23,660.91	17.57	111,005.09
100-41505 PEG Fees	0.00	0.00	2.36	0.00 (	2.36)
100-41506 Franchise Revenue - Gas	56,000.00	0.00	0.00	0.00	56,000.00
100-41507 Credit Card Fees	60,000.00	7,681.07	48,969.30	81.62	11,030.70
100-41508 Franchise Revenue -Solid Waste	<u>37,753.00</u>	<u>4,265.73</u>	<u>28,858.78</u>	<u>76.44</u>	<u>8,894.22</u>
TOTAL TAX & FRANCHISE FEES	4,450,800.00	125,666.83	3,801,074.65	85.40	649,725.35

<u>LICENSE-PERMIT REVENUE</u>					
100-42001 Registration - Electrician	0.00	200.00	600.00	0.00 (	600.00)
100-42002 Registration - HVAC	8,500.00	400.00	5,600.00	65.88	2,900.00
100-42003 Registration - Bldg Contractor	52,000.00	3,600.00	32,400.00	62.31	19,600.00
100-42004 Registration - Irrigation	1,200.00	0.00	0.00	0.00	1,200.00
100-42201 Permit - Electrical	0.00	0.00	50.00	0.00 (	50.00)
100-42202 Permit - HVAC	43,000.00	5,045.00	43,795.00	101.85 (	795.00)
100-42203 Permit - Bldg Contractor	1,200,000.00	138,414.63	946,186.65	78.85	253,813.35
100-42204 Permit - Plumbing	72,000.00	6,625.00	55,320.00	76.83	16,680.00
100-42205 Permit - Solicitation	100.00	510.00	680.00	680.00 (	580.00)
100-42207 Permit - Moving & Demolition	100.00	0.00	100.00	100.00	0.00
100-42208 Permit - Sign	3,000.00	325.00	4,000.00	133.33 (	1,000.00)
100-42209 Permit - Banner	1,500.00	0.00	1,850.00	123.33 (	350.00)
100-42210 Permit - Alarm	40,000.00	3,285.00	34,945.00	87.36	5,055.00
100-42300 Liquor License	1,000.00	0.00	410.00	41.00	590.00
100-42700 Inspection Fees	<u>670,000.00</u>	<u>63,619.38</u>	<u>532,999.64</u>	<u>79.55</u>	<u>137,000.36</u>
TOTAL LICENSE-PERMIT REVENUE	2,092,400.00	222,024.01	1,658,936.29	79.28	433,463.71

<u>GRANT REVENUE</u>					
100-43101 GRANTS - POLICE	<u>0.00</u>	<u>546.94</u>	<u>2,879.11</u>	<u>0.00 (</u>	<u>2,879.11)</u>
TOTAL GRANT REVENUE	0.00	546.94	2,879.11	0.00 (	2,879.11)

<u>SERVICE REVENUE</u>					
100-44000 Refund Revenue	175.00	0.00	0.00	0.00	175.00
100-44001 NSF Fees	100.00	70.00	840.00	840.00 (	740.00)
100-44010 Plat Review Fees	0.00	2,031.59	23,886.47	0.00 (	23,886.47)
100-44011 Plan Review Fees	685,000.00	64,672.27	398,739.22	58.21	286,260.78
100-44100 Subdivision - Plat Fees	55,000.00	0.00	22,795.64	41.45	32,204.36
100-44101 Subdiv. Infrustructure 1% Fee	263,000.00	49,091.56	401,487.75	152.66 (	138,487.75)
100-44103 Commercial Plat Fees	6,500.00	0.00	3,544.76	54.53	2,955.24
100-44250 Open Records Fees	500.00	81.90	709.15	141.83 (	209.15)
100-44251 Fingerprinting Fees	0.00	50.00	559.10	0.00 (	559.10)
100-44500 Penalties	6,500.00	624.99	6,023.63	92.67	476.37

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-44503 Sanitation Revenue	805,000.00	77,812.09	583,269.00	72.46	221,731.00
100-44504 Recycle Revenue	<u>0.00</u>	<u>17,504.91</u>	<u>136,883.24</u>	<u>0.00</u>	<u>(136,883.24)</u>
TOTAL SERVICE REVENUE	1,821,775.00	211,939.31	1,578,737.96	86.66	243,037.04
<u>FINES-FORFIETURES REVENUE</u>					
100-45001 Court Fines & Forfeitures	75,000.00	11,056.53	70,745.51	94.33	4,254.49
100-45002 Court Fees	80,000.00	10,464.90	82,791.42	103.49	(2,791.42)
100-45003 Court Deferred Dispositions	60,000.00	6,837.07	61,407.06	102.35	(1,407.06)
100-45004 Court Building Security Fund	0.00	0.00	21.00	0.00	(21.00)
100-45005 Court Technology Fund	0.00	0.00	28.00	0.00	(28.00)
100-45007 Court Time Payment Fees Local	0.00	130.83	823.65	0.00	(823.65)
100-45011 Court-City Justice Fee	<u>0.00</u>	<u>127.86</u>	<u>1,054.78</u>	<u>0.00</u>	<u>(1,054.78)</u>
TOTAL FINES-FORFIETURES REVENUE	215,000.00	28,617.19	216,871.42	100.87	(1,871.42)
<u>INTEREST EARNED</u>					
100-46000 Interest Revenue	55,000.00	12,918.68	126,175.11	229.41	(71,175.11)
100-46001 PEG ACCT. INTEREST	<u>2.00</u>	<u>0.00</u>	<u>4.64</u>	<u>232.00</u>	<u>(2.64)</u>
TOTAL INTEREST EARNED	55,002.00	12,918.68	126,179.75	229.41	(71,177.75)
<u>OTHER REVENUE</u>					
100-47100 Candidate Filing Fee	200.00	0.00	100.00	50.00	100.00
100-47103 Suspense - Bank Corrections	0.00	0.00	(3,252.44)	0.00	3,252.44
100-47150 Sale of Assets	500.00	0.00	0.00	0.00	500.00
100-47200 Miscellaneous Revenue	0.00	0.00	4,822.16	0.00	(4,822.16)
100-47215 Cash Long-Short	0.00	0.00	(0.99)	0.00	0.99
100-47700 Comm Center -FTB Seniors	1,000.00	347.72	791.39	79.14	208.61
100-47701 Community Center - Rental	26,000.00	2,257.50	24,284.55	93.40	1,715.45
100-47702 Community Center - Security	<u>0.00</u>	<u>0.00</u>	<u>1,130.00</u>	<u>0.00</u>	<u>(1,130.00)</u>
TOTAL OTHER REVENUE	27,700.00	2,605.22	27,874.67	100.63	(174.67)
<u>TRANSFERS</u>					
100-49500 XFER IN - Fund Balance	565,461.00	0.00	0.00	0.00	565,461.00
100-49550 XFER IN - COF UTLTY FUND 500	131,606.00	0.00	43,868.00	33.33	87,738.00
100-49555 XFER IN - CCR UTLTY FUND 550	745,765.00	0.00	216,114.00	28.98	529,651.00
100-49560 XFER IN - 4/A EDC FUND 600	195,100.00	0.00	48,066.50	24.64	147,033.50
100-49561 XFER IN - 4/A PROJECT FUND 601	7,500.00	0.00	0.00	0.00	7,500.00
100-49562 Xfer In - 4/A Comm Events	37,500.00	0.00	0.00	0.00	37,500.00
100-49570 XFER IN - 4/B EDC FUND 700	195,100.00	0.00	48,066.50	24.64	147,033.50
100-49571 XFER IN - 4/B PROJECT FUND 701	7,500.00	0.00	0.00	0.00	7,500.00
100-49572 Xfer In - 4/B Comm Events	<u>37,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>37,500.00</u>
TOTAL TRANSFERS	1,923,032.00	0.00	356,115.00	18.52	1,566,917.00
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TOTAL REVENUE	10,585,709.00	604,318.18	7,768,668.85	73.39	2,817,040.15
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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Administration

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-120-5210-00 Salaries & Wages	626,652.00	47,057.99	379,171.70	60.51	247,480.30
100-5-120-5210-02 Overtime	2,000.00	112.81	368.63	18.43	1,631.37
100-5-120-5210-03 Auto Allowance	15,600.00	830.78	8,307.80	53.26	7,292.20
100-5-120-5216-01 Mayor Compensation	9,600.00	800.00	7,200.00	75.00	2,400.00
100-5-120-5216-02 Elected Officials Pay	25,200.00	2,206.45	18,900.00	75.00	6,300.00
100-5-120-5230-00 Payroll Tax Expense	49,285.00	3,645.21	29,774.60	60.41	19,510.40
100-5-120-5235-00 Employee Health Benefits	57,625.00	10,373.72	38,655.53	67.08	18,969.47
100-5-120-5238-00 Retirement Contribution	44,000.00	3,962.03	32,076.72	72.90	11,923.28
100-5-120-5239-00 Worker's Compensation	1,017.00	0.00	2,987.00	293.71 (	1,970.00)
100-5-120-5240-00 Unemployment	<u>950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>950.00</u>
TOTAL PERSONNEL COSTS	831,929.00	68,988.99	517,441.98	62.20	314,487.02
<u>SUPPLIES</u>					
100-5-120-5311-00 Supplies	15,000.00 (	72.72)	4,963.52	33.09	10,036.48
100-5-120-5314-00 Publications/Ref Material	2,500.00	0.00	24.50	0.98	2,475.50
100-5-120-5315-00 Postage	8,000.00	390.84	4,101.37	51.27	3,898.63
100-5-120-5316-00 Minor Tools & Equipment	7,500.00	0.00	0.00	0.00	7,500.00
100-5-120-5317-00 Commemoratives	2,500.00	0.00	178.17	7.13	2,321.83
100-5-120-5326-00 Uniforms/Shirts	0.00	0.00	824.95	0.00 (	824.95)
100-5-120-5381-00 Meeting Expenses	5,000.00	325.56	2,007.40	40.15	2,992.60
100-5-120-5381-05 Staff Relations	<u>5,500.00</u>	<u>1,352.25</u>	<u>5,786.30</u>	<u>105.21 (</u>	<u>286.30)</u>
TOTAL SUPPLIES	46,000.00	1,995.93	17,886.21	38.88	28,113.79
<u>CONTRACTUAL SERVICES</u>					
100-5-120-5411-00 Prof. Services - Legal	400,000.00	57,570.27	346,938.53	86.73	53,061.47
100-5-120-5411-10 Prof. Services - Consulting	100,000.00	68.32	422.22	0.42	99,577.78
100-5-120-5414-02 Keep Fulshear Beautiful	12,000.00	359.52	9,094.45	75.79	2,905.55
100-5-120-5414-03 Community Events	75,000.00	15,812.19	70,710.15	94.28	4,289.85
100-5-120-5424-00 Elections	5,000.00	0.00	72.60	1.45	4,927.40
100-5-120-5434-00 Telecommunications	7,000.00	700.92	5,103.35	72.91	1,896.65
100-5-120-5461-04 Codification	6,500.00	0.00	1,065.00	16.38	5,435.00
100-5-120-5467-00 Drug Screenings/Evaluations	1,200.00	259.90	992.96	82.75	207.04
100-5-120-5468-01 Railroad Pipeline Rental	600.00	536.02	536.02	89.34	63.98
100-5-120-5469-01 Equipment Rental	<u>7,300.00</u>	<u>276.83</u>	<u>5,505.20</u>	<u>75.41</u>	<u>1,794.80</u>
TOTAL CONTRACTUAL SERVICES	614,600.00	75,583.97	440,440.48	71.66	174,159.52
<u>OTHER CHARGES</u>					
100-5-120-5520-00 Printing	650.00	0.00	0.00	0.00	650.00
100-5-120-5526-00 Public Notices	5,000.00	278.44	2,436.60	48.73	2,563.40
100-5-120-5526-01 County Recording Fees	3,500.00	135.36	161.36	4.61	3,338.64
100-5-120-5526-05 Open Records Expenses	4,250.00	0.00	0.00	0.00	4,250.00
100-5-120-5527-00 Dues & Memberships	8,500.00	75.00	8,070.22	94.94	429.78
100-5-120-5528-00 Travel & Training	22,000.00	2,036.72	17,806.74	80.94	4,193.26
100-5-120-5531-01 Tuition Assistance Program	<u>0.00</u>	<u>0.00</u>	<u>1,340.00</u>	<u>0.00 (</u>	<u>1,340.00)</u>
TOTAL OTHER CHARGES	43,900.00	2,525.52	29,814.92	67.92	14,085.08

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Administration

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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<u>CAPITAL OUTLAY</u>					
<u>TRANSFERS</u>					
100-5-120-5900-12 XFER OUT - 300 (GRANT MATCH)	300,000.00	0.00	0.00	0.00	300,000.00
100-5-120-5900-30 XFER OUT - Cap Proj Fd 300	<u>325,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>325,000.00</u>
TOTAL TRANSFERS	625,000.00	0.00	0.00	0.00	625,000.00
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TOTAL Administration	2,161,429.00	149,094.41	1,005,583.59	46.52	1,155,845.41

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Municipal Court

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-140-5210-00 Salaries	104,120.00	7,624.00	79,760.70	76.60	24,359.30
100-5-140-5210-02 Overtime	1,000.00	0.00	91.36	9.14	908.64
100-5-140-5230-00 Payroll Tax Expense	8,042.00	542.42	5,411.10	67.29	2,630.90
100-5-140-5235-00 Employee Health Benefits	19,209.00	2,619.02	10,123.48	52.70	9,085.52
100-5-140-5238-00 Retirement Contribution	7,310.00	614.50	6,265.56	85.71	1,044.44
100-5-140-5239-00 Workers Compensation	750.00	0.00	750.00	100.00	0.00
100-5-140-5240-00 Unemployment	<u>571.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>571.00</u>
TOTAL PERSONNEL COSTS	141,002.00	11,399.94	102,402.20	72.62	38,599.80
<u>SUPPLIES</u>					
100-5-140-5311-00 Supplies	3,000.00	300.07	1,769.99	59.00	1,230.01
100-5-140-5314-00 Publications/Ref Material	400.00	0.00	0.00	0.00	400.00
100-5-140-5316-00 Minor Tools & Equipment	<u>1,500.00</u>	<u>0.00</u>	<u>936.12</u>	<u>62.41</u>	<u>563.88</u>
TOTAL SUPPLIES	4,900.00	300.07	2,706.11	55.23	2,193.89
<u>CONTRACTUAL SERVICES</u>					
100-5-140-5411-00 Prof. Services - Legal	25,000.00	1,062.50	13,806.25	55.23	11,193.75
100-5-140-5411-03 Prof. Services - Judge	25,000.00	1,575.00	14,550.00	58.20	10,450.00
100-5-140-5411-06 Building Security - Bailiff	10,000.00	0.00	0.00	0.00	10,000.00
100-5-140-5411-07 Prof. Services - Juror Fees	500.00	0.00	0.00	0.00	500.00
100-5-140-5411-08 Prof. Services - Interpreter	1,000.00	0.00	0.00	0.00	1,000.00
100-5-140-5434-00 Telecommunications	<u>900.00</u>	<u>49.46</u>	<u>396.10</u>	<u>44.01</u>	<u>503.90</u>
TOTAL CONTRACTUAL SERVICES	62,400.00	2,686.96	28,752.35	46.08	33,647.65
<u>OTHER CHARGES</u>					
100-5-140-5520-00 Printing	400.00	0.00	128.20	32.05	271.80
100-5-140-5527-00 Dues & Memberships	600.00	0.00	276.90	46.15	323.10
100-5-140-5528-00 Travel & Training	4,000.00	457.88	3,235.78	80.89	764.22
100-5-140-5540-02 Software Maintenance	<u>13,500.00</u>	<u>200.00</u>	<u>5,777.27</u>	<u>42.79</u>	<u>7,722.73</u>
TOTAL OTHER CHARGES	18,500.00	657.88	9,418.15	50.91	9,081.85
<u>CAPITAL OUTLAY</u>					
TOTAL Municipal Court	226,802.00	15,044.85	143,278.81	63.17	83,523.19

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Finance

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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PERSONNEL COSTS

100-5-160-5210-00 Salaries	228,958.00	18,918.38	154,280.25	67.38	74,677.75
100-5-160-5210-02 Overtime	1,000.00	0.00	0.00	0.00	1,000.00
100-5-160-5210-03 Auto Allowance	4,800.00	369.24	3,692.40	76.93	1,107.60
100-5-160-5230-00 Payroll Tax Expense	17,959.00	1,233.38	10,542.24	58.70	7,416.76
100-5-160-5235-00 Employee Health Benefits	28,813.00	3,880.71	18,479.89	64.14	10,333.11
100-5-160-5238-00 Retirement Contribution	16,076.00	1,554.58	12,733.86	79.21	3,342.14
100-5-160-5239-00 Worker's Compensation	455.00	0.00	454.00	99.78	1.00
100-5-160-5240-00 Unemployment	8,000.00	0.00	4,169.00	52.11	3,831.00
100-5-160-5250-00 Vacation Pay Out	<u>10,000.00</u>	<u>0.00</u>	<u>2,050.47</u>	<u>20.50</u>	<u>7,949.53</u>
TOTAL PERSONNEL COSTS	316,061.00	25,956.29	206,402.11	65.30	109,658.89

SUPPLIES

100-5-160-5311-00 Supplies	2,875.00	18.84	2,377.16	82.68	497.84
100-5-160-5314-00 Publications/Ref Materials	625.00	0.00	435.00	69.60	190.00
100-5-160-5316-00 Minor Tools & Equipment	<u>2,800.00</u>	<u>0.00</u>	<u>270.58</u>	<u>9.66</u>	<u>2,529.42</u>
TOTAL SUPPLIES	6,300.00	18.84	3,082.74	48.93	3,217.26

CONTRACTUAL SERVICES

100-5-160-5411-09 Prof. Services - Audit	49,000.00	0.00	24,928.00	50.87	24,072.00
100-5-160-5421-01 Insurance - General Liability	3,500.00	0.00	5,254.70	150.13 (	1,754.70)
100-5-160-5421-02 Insurance - Auto Liability	9,000.00	0.00	9,000.00	100.00	0.00
100-5-160-5421-03 Insurance W/C Contribution	2,500.00	0.00	2,500.00	100.00	0.00
100-5-160-5421-04 Errors & Omissions	7,000.00	0.00	1,000.00	14.29	6,000.00
100-5-160-5421-05 Insurance - Bonding	2,000.00	0.00	1,066.00	53.30	934.00
100-5-160-5425-00 Merchant Service Fees	50,000.00	6,002.89	31,018.18	62.04	18,981.82
100-5-160-5426-00 Tax Assessor/Collector Fees	14,500.00	1.25	11,773.11	81.19	2,726.89
100-5-160-5475-00 Bank Charges	500.00	0.00	12,826.22	2,565.24 (	12,326.22)
100-5-160-5475-01 Credit Card Fees	600.00	89.62	107.03	17.84	492.97
100-5-160-5475-03 Tax Penalties	1,200.00	0.00	0.00	0.00	1,200.00
100-5-160-5481-97 MUD 1 Property Tax Rebate	77,778.00	0.00	76,878.10	98.84	899.90
100-5-160-5481-98 CCR MUDs Prop Tax Rebate	<u>731,280.00</u>	<u>0.00</u>	<u>716,310.93</u>	<u>97.95</u>	<u>14,969.07</u>
TOTAL CONTRACTUAL SERVICES	948,858.00	6,093.76	892,662.27	94.08	56,195.73

OTHER CHARGES

100-5-160-5527-00 Dues & Memberships	2,500.00	92.90	1,013.90	40.56	1,486.10
100-5-160-5528-00 Travel & Training	7,500.00	842.22	4,818.77	64.25	2,681.23
100-5-160-5531-01 Tuition Assistance Program	1,500.00	0.00	626.75	41.78	873.25
100-5-160-5540-02 Software Maintenance	<u>16,200.00</u>	<u>2,155.70</u>	<u>10,692.59</u>	<u>66.00</u>	<u>5,507.41</u>
TOTAL OTHER CHARGES	27,700.00	3,090.82	17,152.01	61.92	10,547.99

TOTAL Finance	1,298,919.00	35,159.71	1,119,299.13	86.17	179,619.87
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CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Utility Services

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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PERSONNEL COSTS

100-5-170-5210-00 Salaries	112,705.00	8,469.74	88,718.69	78.72	23,986.31
100-5-170-5210-02 Overtime	1,000.00	50.18	198.41	19.84	801.59
100-5-170-5230-00 Payroll Tax Expense	11,366.00	598.94	6,254.37	55.03	5,111.63
100-5-170-5235-00 Employee Health Benefits	28,809.00	2,572.12	13,666.24	47.44	15,142.76
100-5-170-5238-00 Retirement Contribution	10,449.00	686.71	7,061.91	67.58	3,387.09
100-5-170-5239-00 Workers Compensation	339.00	0.00	339.00	100.00	0.00
100-5-170-5240-00 Unemployment	<u>570.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>570.00</u>
TOTAL PERSONNEL COSTS	165,238.00	12,377.69	116,238.62	70.35	48,999.38

SUPPLIES

100-5-170-5311-00 Supplies	2,500.00	12.62	1,007.79	40.31	1,492.21
100-5-170-5314-00 Publications/Ref Material	2,500.00	53.34	53.34	2.13	2,446.66
100-5-170-5315-00 Postage	25,000.00	41.65	14,657.48	58.63	10,342.52
100-5-170-5316-00 Minor Tools & Equipment	4,500.00	0.00	7,197.73	159.95 (	2,697.73)
100-5-170-5380-00 Public Relations	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>
TOTAL SUPPLIES	37,000.00	107.61	22,916.34	61.94	14,083.66

CONTRACTUAL SERVICES

100-5-170-5411-10 Prof. Services - Consulting	2,500.00	0.00	0.00	0.00	2,500.00
100-5-170-5434-00 Telecommunications	1,000.00	49.46	396.10	39.61	603.90
100-5-170-5461-02 Contract - Sanitation Services	805,000.00	87,305.40	668,861.58	83.09	136,138.42
100-5-170-5469-01 Equipment Rental	<u>3,300.00</u>	<u>137.22</u>	<u>3,045.78</u>	<u>92.30</u>	<u>254.22</u>
TOTAL CONTRACTUAL SERVICES	811,800.00	87,492.08	672,303.46	82.82	139,496.54

OTHER CHARGES

100-5-170-5515-00 Advertising	500.00	0.00	562.81	112.56 (	62.81)
100-5-170-5520-00 Printing	3,000.00	2,411.59	3,000.08	100.00 (	0.08)
100-5-170-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
100-5-170-5528-00 Travel & Training	2,000.00	0.00	128.76	6.44	1,871.24
100-5-170-5529-00 Contingency	1,000.00	0.00	0.00	0.00	1,000.00
100-5-170-5535-00 Equipment Maintenance	21,000.00	21,938.00	37,055.88	176.46 (	16,055.88)
100-5-170-5540-02 Software Maintenance	<u>16,500.00</u>	<u>110.00</u>	<u>7,267.68</u>	<u>44.05</u>	<u>9,232.32</u>
TOTAL OTHER CHARGES	44,450.00	24,459.59	48,015.21	108.02 (3,565.21)

TOTAL Utility Services	1,058,488.00	124,436.97	859,473.63	81.20	199,014.37
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CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-180-5210-00 Salaries	160,768.00	12,366.78	111,184.90	69.16	49,583.10
100-5-180-5210-03 Auto Allowance	4,800.00	369.24	3,692.40	76.93	1,107.60
100-5-180-5230-00 Payroll Tax Expense	12,299.00	906.08	8,172.73	66.45	4,126.27
100-5-180-5235-00 Employee Health Benefits	19,209.00	2,588.45	12,231.71	63.68	6,977.29
100-5-180-5238-00 Retirement Contribution	11,288.00	1,026.52	9,153.18	81.09	2,134.82
100-5-180-5239-00 Workers Compensation	400.00	0.00	381.00	95.25	19.00
100-5-180-5240-00 Unemployment	<u>381.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>381.00</u>
TOTAL PERSONNEL COSTS	209,145.00	17,257.07	144,815.92	69.24	64,329.08
<u>SUPPLIES</u>					
100-5-180-5311-00 Supplies	2,500.00	3.18	921.16	36.85	1,578.84
100-5-180-5314-00 Publications/Ref Material	730.00	20.00	320.28	43.87	409.72
100-5-180-5316-00 Minor Tools & Equipment	2,000.00	0.00	0.00	0.00	2,000.00
100-5-180-5381-00 Meeting Expenses	<u>2,000.00</u>	<u>19.13</u>	<u>830.34</u>	<u>41.52</u>	<u>1,169.66</u>
TOTAL SUPPLIES	7,230.00	42.31	2,071.78	28.66	5,158.22
<u>CONTRACTUAL SERVICES</u>					
100-5-180-5411-10 Prof. Services - Consulting	20,500.00	200.00	9,256.00	45.15	11,244.00
100-5-180-5411-14 Prof. Service Legal & Engineer	10,000.00	97.50	3,157.56	31.58	6,842.44
100-5-180-5434-00 Telecommunications	2,200.00	186.37	1,233.09	56.05	966.91
100-5-180-5440-00 Marketing	15,000.00	0.00	3,820.42	25.47	11,179.58
100-5-180-5472-00 Business Devlpmnt & Retention	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL CONTRACTUAL SERVICES	52,700.00	483.87	17,467.07	33.14	35,232.93
<u>OTHER CHARGES</u>					
100-5-180-5520-00 Printing	2,500.00	0.00	128.86	5.15	2,371.14
100-5-180-5527-00 Dues & Memberships	1,625.00	190.00	1,175.00	72.31	450.00
100-5-180-5527-01 Dues & Memberships - Org.	16,000.00	6,193.20	13,473.20	84.21	2,526.80
100-5-180-5528-00 Travel & Training	11,500.00	0.00	6,908.19	60.07	4,591.81
100-5-180-5530-00 Technology Maintenance	33,500.00	1,083.11	1,083.11	3.23	32,416.89
100-5-180-5531-00 Mileage	<u>1,000.00</u>	<u>34.34</u>	<u>263.62</u>	<u>26.36</u>	<u>736.38</u>
TOTAL OTHER CHARGES	66,125.00	7,500.65	23,031.98	34.83	43,093.02
TOTAL Economic Development	335,200.00	25,283.90	187,386.75	55.90	147,813.25

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Communications

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
100-5-185-5311-00 Supplies	500.00	0.00	199.00	39.80	301.00
TOTAL SUPPLIES	500.00	0.00	199.00	39.80	301.00
<u>CONTRACTUAL SERVICES</u>					
<u>OTHER CHARGES</u>					
100-5-185-5527-00 Dues & Memberships	500.00	0.00	85.00	17.00	415.00
100-5-185-5527-02 Annual Subscription Services	6,000.00	0.00	0.00	0.00	6,000.00
100-5-185-5530-00 Technology Maintenance	18,000.00	1,200.00	10,800.00	60.00	7,200.00
100-5-185-5540-02 Software Maintenance	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL OTHER CHARGES	25,700.00	1,200.00	10,885.00	42.35	14,815.00
TOTAL Communications	26,200.00	1,200.00	11,084.00	42.31	15,116.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Police Dept

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-210-5210-00 Salaries	1,515,795.00	121,911.61	1,093,866.51	72.16	421,928.49
100-5-210-5210-01 Wages	0.00	0.00	(1,055.76)	0.00	1,055.76
100-5-210-5210-02 Overtime	11,650.00	3,810.46	11,964.48	102.70	(314.48)
100-5-210-5210-03 AUTO ALLOWANCE	0.00	184.60	1,384.50	0.00	(1,384.50)
100-5-210-5210-05 Holiday Worked - Wage	41,000.00	0.00	3,026.88	7.38	37,973.12
100-5-210-5210-06 Overtime - Grant Funded	5,000.00	0.00	461.50	9.23	4,538.50
100-5-210-5230-00 Payroll Tax Expense	121,764.00	8,598.42	75,686.76	62.16	46,077.24
100-5-210-5235-00 Employee Health Benefits	225,705.00	29,334.40	135,765.34	60.15	89,939.66
100-5-210-5238-00 Retirement Contribution	106,430.00	10,160.15	88,300.60	82.97	18,129.40
100-5-210-5239-00 Workers Compensation	30,154.00	0.00	30,154.00	100.00	0.00
100-5-210-5240-00 Unemployment	<u>4,567.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,567.00</u>
TOTAL PERSONNEL COSTS	2,062,065.00	173,999.64	1,439,554.81	69.81	622,510.19

SUPPLIES

100-5-210-5311-00 Supplies	4,000.00	39.97	1,464.12	36.60	2,535.88
100-5-210-5311-05 Supplies - Police Duty	27,732.00	470.90	11,187.60	40.34	16,544.40
100-5-210-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
100-5-210-5316-00 Minor Tools & Equipment	65,204.00	1,392.94	58,199.89	89.26	7,004.11
100-5-210-5317-00 Commemoratives	500.00	0.00	0.00	0.00	500.00
100-5-210-5326-00 Uniforms/Shirts	24,600.00	2,301.54	16,003.70	65.06	8,596.30
100-5-210-5363-00 Fuel/Oil Expense	58,885.00	0.00	35,030.76	59.49	23,854.24
100-5-210-5363-01 Auto Repair/Maintenance	45,352.00	558.56	18,885.33	41.64	26,466.67
100-5-210-5364-00 Investigations	6,000.00	0.00	0.00	0.00	6,000.00
100-5-210-5380-00 Public Relations	<u>1,200.00</u>	<u>302.68</u>	<u>607.63</u>	<u>50.64</u>	<u>592.37</u>
TOTAL SUPPLIES	233,973.00	5,066.59	141,379.03	60.43	92,593.97

CONTRACTUAL SERVICES

100-5-210-5421-01 Insurance General Liability	14,000.00	0.00	14,000.00	100.00	0.00
100-5-210-5421-02 Insurance - Auto Liability	15,032.00	0.00	15,132.00	100.67	(100.00)
100-5-210-5421-04 Errors & Omissions	1,000.00	0.00	0.00	0.00	1,000.00
100-5-210-5430-00 Telecommunications-Web	3,688.00	0.00	0.00	0.00	3,688.00
100-5-210-5434-00 Telecommunications	17,660.00	2,415.01	12,122.16	68.64	5,537.84
100-5-210-5467-00 Testing & Support Services	5,035.00	250.00	2,907.30	57.74	2,127.70
100-5-210-5469-01 Equipment Rental	<u>13,000.00</u>	<u>886.86</u>	<u>8,539.80</u>	<u>65.69</u>	<u>4,460.20</u>
TOTAL CONTRACTUAL SERVICES	69,415.00	3,551.87	52,701.26	75.92	16,713.74

OTHER CHARGES

100-5-210-5520-00 Printing	1,500.00	1,076.40	1,336.40	89.09	163.60
100-5-210-5527-00 Dues & Memberships	2,350.00	0.00	1,310.16	55.75	1,039.84
100-5-210-5528-00 Travel & Training	18,000.00	1,395.00	9,141.35	50.79	8,858.65
100-5-210-5530-00 Technology Maintenance	25,993.00	0.00	19,765.40	76.04	6,227.60
100-5-210-5531-01 Tuition Assistance Program	6,000.00	0.00	1,317.50	21.96	4,682.50
100-5-210-5599-00 Vehicle Replacement Fee	<u>97,675.00</u>	<u>(8,139.58)</u>	<u>65,116.64</u>	<u>66.67</u>	<u>32,558.36</u>
TOTAL OTHER CHARGES	151,518.00	(5,668.18)	97,987.45	64.67	53,530.55

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Police Dept

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>CAPITAL OUTLAY</u>					
100-5-210-5600-00 Capital Outlay-Equipment	<u>87,360.00</u>	<u>0.00</u>	<u>89,546.00</u>	<u>102.50</u>	(<u>2,186.00</u>)
TOTAL CAPITAL OUTLAY	87,360.00	0.00	89,546.00	102.50	(2,186.00)
<hr/>					
TOTAL Police Dept	2,604,331.00	176,949.92	1,821,168.55	69.93	783,162.45

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Emergency Management

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-230-5210-02 Overtime	5,500.00	0.00	0.00	0.00	5,500.00
100-5-230-5230-00 Payroll Tax Expense	421.00	0.00	0.00	0.00	421.00
100-5-230-5238-00 Retirement Contribution	<u>409.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>409.00</u>
TOTAL PERSONNEL COSTS	6,330.00	0.00	0.00	0.00	6,330.00
<u>SUPPLIES</u>					
100-5-230-5311-00 Supplies	4,500.00	62.69	62.69	1.39	4,437.31
100-5-230-5311-01 Occupation Supplies	3,500.00	0.00	0.00	0.00	3,500.00
100-5-230-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
100-5-230-5316-00 Minor Tools & Equipment	9,700.00	0.00	5,053.74	52.10	4,646.26
100-5-230-5317-00 Commemoratives	1,200.00	0.00	0.00	0.00	1,200.00
100-5-230-5363-00 Fuel/Oil Expense	5,000.00	0.00	2,454.33	49.09	2,545.67
100-5-230-5363-01 Auto Repair/Maintenance	5,000.00	0.00	0.00	0.00	5,000.00
100-5-230-5381-00 Meeting Expenses	<u>2,700.00</u>	<u>0.00</u>	<u>438.43</u>	<u>16.24</u>	<u>2,261.57</u>
TOTAL SUPPLIES	32,100.00	62.69	8,009.19	24.95	24,090.81
<u>CONTRACTUAL SERVICES</u>					
100-5-230-5411-13 Prof. Services I.T.	500.00	0.00	0.00	0.00	500.00
100-5-230-5434-00 Telecommunications	2,000.00	49.46	395.49	19.77	1,604.51
100-5-230-5469-01 Equipment Rental	<u>1,000.00</u>	<u>0.00</u>	<u>400.00</u>	<u>40.00</u>	<u>600.00</u>
TOTAL CONTRACTUAL SERVICES	3,500.00	49.46	795.49	22.73	2,704.51
<u>OTHER CHARGES</u>					
100-5-230-5520-00 Printing	300.00	0.00	64.43	21.48	235.57
100-5-230-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
100-5-230-5528-00 Travel & Training	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>
TOTAL OTHER CHARGES	2,750.00	0.00	64.43	2.34	2,685.57
<u>CAPITAL OUTLAY</u>					
TOTAL Emergency Management	44,680.00	112.15	8,869.11	19.85	35,810.89

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Code Enforcement

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-250-5210-00 Salaries & Wages	45,211.00	3,477.76	34,775.92	76.92	10,435.08
100-5-250-5210-02 Overtime	1,000.00	0.00	187.47	18.75	812.53
100-5-250-5230-00 Payroll Tax Expense	3,459.00	247.42	2,487.44	71.91	971.56
100-5-250-5235-00 Employee Health Benefits	9,604.00	1,285.08	6,744.36	70.22	2,859.64
100-5-250-5238-00 Retirement Contribution	3,174.00	280.30	2,777.95	87.52	396.05
100-5-250-5239-00 Workers' Compensation	3.00	0.00	0.00	0.00	3.00
100-5-250-5240-00 Unemployment	<u>190.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>190.00</u>
TOTAL PERSONNEL COSTS	62,641.00	5,290.56	46,973.14	74.99	15,667.86
<u>SUPPLIES</u>					
100-5-250-5311-00 Supplies	200.00	0.00	34.42	17.21	165.58
100-5-250-5314-00 Publications/Ref Material	300.00	0.00	0.00	0.00	300.00
100-5-250-5316-00 Minor Tools & Equipment	7,100.00	0.00	0.00	0.00	7,100.00
100-5-250-5326-00 Uniforms/Shirts	350.00	0.00	144.94	41.41	205.06
100-5-250-5363-00 Fuel/Oil Expense	3,400.00	0.00	1,119.35	32.92	2,280.65
100-5-250-5363-01 Auto Repair/Maintenance	<u>3,840.00</u>	<u>0.00</u>	<u>1,128.04</u>	<u>29.38</u>	<u>2,711.96</u>
TOTAL SUPPLIES	15,190.00	0.00	2,426.75	15.98	12,763.25
<u>CONTRACTUAL SERVICES</u>					
100-5-250-5434-00 Telecommunications	1,200.00	37.99	373.16	31.10	826.84
100-5-250-5461-00 Pro Serv.- Demo-/Prop Upkeep	<u>5,500.00</u>	<u>470.00</u>	<u>470.00</u>	<u>8.55</u>	<u>5,030.00</u>
TOTAL CONTRACTUAL SERVICES	6,700.00	507.99	843.16	12.58	5,856.84
<u>OTHER CHARGES</u>					
100-5-250-5527-00 Dues & Memberships	200.00	0.00	75.00	37.50	125.00
100-5-250-5528-00 Travel & Training	1,000.00	0.00	280.00	28.00	720.00
100-5-250-5530-00 Technology Maintenance	440.00	0.00	440.00	100.00	0.00
100-5-250-5599-00 Vehicle Replacement Fee	<u>3,125.00</u>	<u>(260.42)</u>	<u>2,083.36</u>	<u>66.67</u>	<u>1,041.64</u>
TOTAL OTHER CHARGES	4,765.00	(260.42)	2,878.36	60.41	1,886.64
TOTAL Code Enforcement	89,296.00	5,538.13	53,121.41	59.49	36,174.59

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Planning & Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-400-5210-00 Salaries	91,862.00	7,076.94	35,384.70	38.52	56,477.30
100-5-400-5210-03 Auto Allowance	4,800.00	369.24	1,450.59	30.22	3,349.41
100-5-400-5230-00 Payroll Tax Expense	7,027.00	529.76	2,620.66	37.29	4,406.34
100-5-400-5235-00 Employee Health Benefits	9,604.00	1,297.74	3,404.50	35.45	6,199.50
100-5-400-5238-00 Retirement Contribution	6,450.00	600.16	2,968.92	46.03	3,481.08
100-5-400-5239-00 Workers Compensation	224.00	0.00	223.00	99.55	1.00
100-5-400-5240-00 Unemployment	<u>190.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>190.00</u>
TOTAL PERSONNEL COSTS	120,157.00	9,873.84	46,052.37	38.33	74,104.63
<u>SUPPLIES</u>					
100-5-400-5311-00 Supplies	3,500.00	0.00	64.43	1.84	3,435.57
100-5-400-5314-00 Publications/Ref Material	1,200.00	0.00	0.00	0.00	1,200.00
100-5-400-5316-00 Minor Tools & Equipment	8,500.00	0.00	0.00	0.00	8,500.00
100-5-400-5363-00 Fuel/Oil Expense	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>
TOTAL SUPPLIES	15,700.00	0.00	64.43	0.41	15,635.57
<u>CONTRACTUAL SERVICES</u>					
100-5-400-5411-10 Prof. Services - Consulting	140,000.00	(79,121.93)	45,593.40	32.57	94,406.60
100-5-400-5411-11 Prof. Services - Engineering	100,000.00	11,689.12	46,279.20	46.28	53,720.80
100-5-400-5434-00 Telecommunications	1,000.00	49.46	624.04	62.40	375.96
100-5-400-5469-01 Equipment Rental	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL CONTRACTUAL SERVICES	242,000.00	(67,383.35)	92,496.64	38.22	149,503.36
<u>OTHER CHARGES</u>					
100-5-400-5527-00 Dues & Memberships	1,500.00	0.00	1,960.00	130.67	(460.00)
100-5-400-5528-00 Travel & Training	10,000.00	525.00	525.00	5.25	9,475.00
100-5-400-5540-02 Software Maintenance	<u>88,000.00</u>	<u>4,250.00</u>	<u>35,527.49</u>	<u>40.37</u>	<u>52,472.51</u>
TOTAL OTHER CHARGES	99,500.00	4,775.00	38,012.49	38.20	61,487.51
TOTAL Planning & Development	477,357.00	(52,734.51)	176,625.93	37.00	300,731.07

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Builder Services

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-450-5210-00 Salaries	497,599.00	36,165.28	310,100.54	62.32	187,498.46
100-5-450-5210-02 Overtime	5,500.00	0.00	1,902.33	34.59	3,597.67
100-5-450-5230-00 Payroll Tax Expense	38,487.00	2,507.39	21,541.87	55.97	16,945.13
100-5-450-5235-00 Employee Health Benefits	86,440.00	10,960.83	50,619.17	58.56	35,820.83
100-5-450-5238-00 Retirement Contribution	34,938.00	2,914.92	24,844.45	71.11	10,093.55
100-5-450-5239-00 Workers Compensation	2,049.00	0.00	2,048.00	99.95	1.00
100-5-450-5240-00 Unemployment	<u>1,330.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,330.00</u>
TOTAL PERSONNEL COSTS	666,343.00	52,548.42	411,056.36	61.69	255,286.64
<u>SUPPLIES</u>					
100-5-450-5311-00 Supplies	6,000.00	239.54	3,712.60	61.88	2,287.40
100-5-450-5314-00 Publications/Ref Material	1,500.00	0.00	332.00	22.13	1,168.00
100-5-450-5316-00 Minor Tools & Equipment	5,500.00	0.00	1,278.18	23.24	4,221.82
100-5-450-5326-00 Uniforms/Shirts	3,000.00	0.00	350.37	11.68	2,649.63
100-5-450-5363-00 Fuel/Oil Expense	8,000.00	0.00	3,779.27	47.24	4,220.73
100-5-450-5363-01 Auto Repair/Maintenance	5,000.00	159.60	1,141.17	22.82	3,858.83
100-5-450-5380-00 Public Relations	<u>1,500.00</u>	<u>0.00</u>	<u>148.34</u>	<u>9.89</u>	<u>1,351.66</u>
TOTAL SUPPLIES	30,500.00	399.14	10,741.93	35.22	19,758.07
<u>CONTRACTUAL SERVICES</u>					
100-5-450-5411-10 Prof. Services - Consulting	60,500.00	132,688.72	149,346.90	246.85 (	88,846.90)
100-5-450-5411-11 Prof. Services - Engineering	1,500.00	0.00	0.00	0.00	1,500.00
100-5-450-5434-00 Telecommunications	7,500.00	244.79	1,514.35	20.19	5,985.65
100-5-450-5469-01 Equipment Rental	<u>6,000.00</u>	<u>202.64</u>	<u>4,580.72</u>	<u>76.35</u>	<u>1,419.28</u>
TOTAL CONTRACTUAL SERVICES	75,500.00	133,136.15	155,441.97	205.88 (	79,941.97)
<u>OTHER CHARGES</u>					
100-5-450-5520-00 Printing	6,000.00	0.00	1,411.18	23.52	4,588.82
100-5-450-5527-00 Dues & Memberships	1,500.00	0.00	252.50	16.83	1,247.50
100-5-450-5528-00 Travel & Training	11,500.00	1,332.79	4,525.54	39.35	6,974.46
100-5-450-5540-02 Software Maintenance	10,000.00	0.00	2,601.74	26.02	7,398.26
100-5-450-5599-00 Vehicle Replacement Fee	<u>12,875.00</u>	<u>(1,072.92)</u>	<u>8,583.36</u>	<u>66.67</u>	<u>4,291.64</u>
TOTAL OTHER CHARGES	41,875.00	259.87	17,374.32	41.49	24,500.68
<u>CAPITAL OUTLAY</u>					
100-5-450-5600-01 Capital Outlay - Technology	<u>82,500.00</u>	<u>24,343.60</u>	<u>49,443.19</u>	<u>59.93</u>	<u>33,056.81</u>
TOTAL CAPITAL OUTLAY	82,500.00	24,343.60	49,443.19	59.93	33,056.81
TOTAL Builder Services	896,718.00	210,687.18	644,057.77	71.82	252,660.23

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

General Facilities

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
100-5-490-5311-00 Supplies	10,000.00	378.83	9,145.09	91.45	854.91
100-5-490-5316-00 Minor Tools & Equipment	20,000.00	2,135.75	2,153.92	10.77	17,846.08
100-5-490-5316-02 Minor Equipment - Technology	<u>15,000.00</u>	<u>249.95</u>	<u>6,933.80</u>	<u>46.23</u>	<u>8,066.20</u>
TOTAL SUPPLIES	45,000.00	2,764.53	18,232.81	40.52	26,767.19
<u>CONTRACTUAL SERVICES</u>					
100-5-490-5411-13 Prof. Services I.T.	50,000.00	4,868.00	42,529.94	85.06	7,470.06
100-5-490-5420-00 Comm Center Supervisor	5,000.00	0.00	160.00	3.20	4,840.00
100-5-490-5421-00 Insurance Real/Pers. Property	4,500.00	0.00	4,500.00	100.00	0.00
100-5-490-5422-00 Facilities Cleaning	45,000.00	2,612.64	21,994.36	48.88	23,005.64
100-5-490-5430-00 Telecommunications Web	7,500.00	0.00	5,464.54	72.86	2,035.46
100-5-490-5431-00 Electricity	25,000.00	1,851.98	15,417.48	61.67	9,582.52
100-5-490-5434-00 Telecommunications	45,000.00	4,810.18	48,722.67	108.27 (	3,722.67)
100-5-490-5435-00 Pest Control Services	2,250.00	274.00	960.65	42.70	1,289.35
100-5-490-5451-00 Security Systems	9,500.00	420.55	4,131.73	43.49	5,368.27
100-5-490-5469-02 Facility Rental	100,380.00	8,365.00	86,092.00	85.77	14,288.00
100-5-490-5472-00 Contract Services	<u>25,000.00</u>	<u>4,000.00</u>	<u>4,000.00</u>	<u>16.00</u>	<u>21,000.00</u>
TOTAL CONTRACTUAL SERVICES	319,130.00	27,202.35	233,973.37	73.32	85,156.63
<u>OTHER CHARGES</u>					
100-5-490-5540-02 Software Maintenance	50,000.00	7,799.25	31,950.87	63.90	18,049.13
100-5-490-5570-01 Facilities Maintenance	25,000.00	18,904.08	31,314.88	125.26 (	6,314.88)
100-5-490-5570-02 Facility Improvements	10,000.00	0.00	13,611.91	136.12 (	3,611.91)
100-5-490-5571-00 Landscape Maintenance	<u>10,000.00</u>	<u>900.09</u>	<u>8,145.81</u>	<u>81.46</u>	<u>1,854.19</u>
TOTAL OTHER CHARGES	95,000.00	27,603.42	85,023.47	89.50	9,976.53
<u>CAPITAL OUTLAY</u>					
TOTAL General Facilities	459,130.00	57,570.30	337,229.65	73.45	121,900.35

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Public Works & Maint

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>PERSONNEL COSTS</u>					
100-5-510-5210-00 Salaries	264,838.00	21,480.11	216,505.17	81.75	48,332.83
100-5-510-5210-02 Overtime	5,500.00	219.14	4,928.90	89.62	571.10
100-5-510-5210-03 Auto Allowance	4,800.00	415.40	4,154.00	86.54	646.00
100-5-510-5230-00 Payroll Tax Expense	20,681.00	1,495.75	15,275.54	73.86	5,405.46
100-5-510-5235-00 Employee Health Benefits	48,022.00	6,435.13	34,538.50	71.92	13,483.50
100-5-510-5238-00 Retirement Contribution	18,595.00	1,782.43	17,921.93	96.38	673.07
100-5-510-5239-00 Workers Compensation	8,231.00	0.00	8,231.00	100.00	0.00
100-5-510-5240-00 Unemployment	<u>950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>950.00</u>
TOTAL PERSONNEL COSTS	371,617.00	31,827.96	301,555.04	81.15	70,061.96
<u>SUPPLIES</u>					
100-5-510-5311-00 Supplies	2,000.00	0.00	1,327.50	66.38	672.50
100-5-510-5314-00 Publications/Ref Material	250.00	0.00	438.99	175.60 (	188.99)
100-5-510-5316-00 Minor Tools & Equipment	5,000.00	0.00	2,620.13	52.40	2,379.87
100-5-510-5326-00 Uniforms/Shirts	1,800.00	0.00	0.00	0.00	1,800.00
100-5-510-5363-00 Fuel/Oil Expense	10,000.00	40.00	6,207.53	62.08	3,792.47
100-5-510-5363-01 Auto Repair/Maintenance	<u>12,000.00</u>	<u>35.00</u>	<u>3,133.24</u>	<u>26.11</u>	<u>8,866.76</u>
TOTAL SUPPLIES	31,050.00	75.00	13,727.39	44.21	17,322.61
<u>CONTRACTUAL SERVICES</u>					
100-5-510-5411-10 Prof. Services - Consulting	20,000.00	385.00	7,302.50	36.51	12,697.50
100-5-510-5434-00 Telecommunications	4,200.00	233.80	1,897.81	45.19	2,302.19
100-5-510-5469-01 Equipment Rental	<u>5,000.00</u>	<u>0.00</u>	<u>448.14</u>	<u>8.96</u>	<u>4,551.86</u>
TOTAL CONTRACTUAL SERVICES	29,200.00	618.80	9,648.45	33.04	19,551.55
<u>OTHER CHARGES</u>					
100-5-510-5527-00 Dues & Memberships	500.00	0.00	1,100.00	220.00 (	600.00)
100-5-510-5528-00 Travel & Training	4,500.00	137.50	5,105.91	113.46 (	605.91)
100-5-510-5599-00 Vehicle Replacement Fee	<u>45,292.00</u>	<u>(3,774.33)</u>	<u>30,194.64</u>	<u>66.67</u>	<u>15,097.36</u>
TOTAL OTHER CHARGES	50,292.00 (	3,636.83)	36,400.55	72.38	13,891.45
<u>CAPITAL OUTLAY</u>					
TOTAL Public Works & Maint	482,159.00	28,884.93	361,331.43	74.94	120,827.57

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Streets

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
100-5-520-5311-00 Supplies	10,000.00	2,502.11	3,771.53	37.72	6,228.47
100-5-520-5311-02 Supplies - Signage	10,000.00	0.00	2,201.65	22.02	7,798.35
100-5-520-5350-00 Street Maintenance	<u>25,000.00</u>	<u>17,299.92</u>	<u>20,548.75</u>	<u>82.20</u>	<u>4,451.25</u>
TOTAL SUPPLIES	45,000.00	19,802.03	26,521.93	58.94	18,478.07
<u>CONTRACTUAL SERVICES</u>					
100-5-520-5411-10 Prof. Services - Consulting	5,000.00	0.00	0.00	0.00	5,000.00
100-5-520-5432-00 Electricity - Street Lights	270,000.00	36,533.78	233,580.89	86.51	36,419.11
100-5-520-5472-01 Contract Services - Streets	25,000.00	0.00	6,850.00	27.40	18,150.00
100-5-520-5472-02 Contract Services - Markings	<u>10,000.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>50.00</u>	<u>5,000.00</u>
TOTAL CONTRACTUAL SERVICES	310,000.00	36,533.78	245,430.89	79.17	64,569.11
<u>CAPITAL OUTLAY</u>					
100-5-520-5600-00 Capital Outlay - Equipment	<u>70,000.00</u>	<u>0.00</u>	<u>32,519.80</u>	<u>46.46</u>	<u>37,480.20</u>
TOTAL CAPITAL OUTLAY	70,000.00	0.00	32,519.80	46.46	37,480.20
TOTAL Streets	425,000.00	56,335.81	304,472.62	71.64	120,527.38

CITY OF FULSHEAR
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

100-General Fund

75.00% OF YEAR COMP.

Debt Service

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	10,585,709.00	833,563.75	7,032,982.38	66.44	3,552,726.62
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(229,245.57)	735,686.47		(735,686.47)

*** END OF REPORT ***

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

500-Fulshear Utility Fund

FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SERVICE REVENUE	1,138,980.00	108,124.10	544,523.39	47.81	594,456.61
INTEREST EARNED	7,500.00	717.78	8,662.26	115.50 (	1,162.26)
OTHER REVENUE	<u>0.00</u>	<u>15.00</u>	<u>13,713.64</u>	<u>0.00 (</u>	<u>13,713.64)</u>
TOTAL REVENUES	1,146,480.00	108,856.88	566,899.29	49.45	579,580.71
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
Non-Departmental	<u>1,145,195.00</u>	<u>114,227.68</u>	<u>861,442.99</u>	<u>75.22</u>	<u>283,752.01</u>
TOTAL EXPENDITURES	1,145,195.00	114,227.68	861,442.99	75.22	283,752.01
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,285.00 (	5,370.80) (	294,543.70)		295,828.70

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

500-Fulshear Utility Fund

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GRANT REVENUE</u>					
<u>SERVICE REVENUE</u>					
500-44102 Residential Water	259,000.00	22,243.89	99,625.28	38.47	159,374.72
500-44103 Commercial Water	84,700.00	8,292.00	43,394.85	51.23	41,305.15
500-44104 Builder Water	29,700.00	2,753.25	21,628.25	72.82	8,071.75
500-44105 Irrigation Water	7,500.00	1,391.25	3,644.25	48.59	3,855.75
500-44106 Residential Sewer	149,000.00	14,564.00	74,337.17	49.89	74,662.83
500-44107 Commercial Sewer	48,400.00	5,202.50	29,827.00	61.63	18,573.00
500-44300 Water & Sewer Taps	140,000.00	9,027.50	70,064.40	50.05	69,935.60
500-44310 Builder Backcharges	0.00	1,272.69	2,920.41	0.00 (	2,920.41)
500-44500 Penalties	20,000.00	1,248.97	14,554.24	72.77	5,445.76
500-44600 NFBWA Pumpage Fees	<u>400,680.00</u>	<u>42,128.05</u>	<u>184,527.54</u>	<u>46.05</u>	<u>216,152.46</u>
TOTAL SERVICE REVENUE	1,138,980.00	108,124.10	544,523.39	47.81	594,456.61
<u>INTEREST EARNED</u>					
500-46000 Interest Revenue	<u>7,500.00</u>	<u>717.78</u>	<u>8,662.26</u>	<u>115.50 (</u>	<u>1,162.26)</u>
TOTAL INTEREST EARNED	7,500.00	717.78	8,662.26	115.50 (	1,162.26)
<u>OTHER REVENUE</u>					
500-47200 Miscellaneous Revenue	<u>0.00</u>	<u>15.00</u>	<u>13,713.64</u>	<u>0.00 (</u>	<u>13,713.64)</u>
TOTAL OTHER REVENUE	0.00	15.00	13,713.64	0.00 (	13,713.64)
<u>TRANSFERS</u>					
TOTAL REVENUE	1,146,480.00	108,856.88	566,899.29	49.45	579,580.71
	=====	=====	=====	=====	=====

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

500-Fulshear Utility Fund

75.00% OF YEAR COMP.

Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
500-5-000-5311-00 Supplies	0.00	0.00	71.44	0.00 (	71.44)
500-5-000-5324-00 Chemicals	<u>8,500.00</u>	<u>1,134.23</u>	<u>4,111.43</u>	<u>48.37</u>	<u>4,388.57</u>
TOTAL SUPPLIES	8,500.00	1,134.23	4,182.87	49.21	4,317.13
<u>CONTRACTUAL SERVICES</u>					
500-5-000-5411-00 Prof. Services - Legal	5,000.00	0.00	0.00	0.00	5,000.00
500-5-000-5411-10 Prof. Service-Comp Planning	15,000.00	0.00	24,860.00	165.73 (	9,860.00)
500-5-000-5411-11 Prof. Services-Engineering	5,000.00	0.00	2,378.00	47.56	2,622.00
500-5-000-5421-00 Ins Real & Personal Prop	14,658.00	0.00	5,000.00	34.11	9,658.00
500-5-000-5421-01 General Liability	500.00	0.00	0.00	0.00	500.00
500-5-000-5421-04 Errors & Omissions	1,000.00	0.00	0.00	0.00	1,000.00
500-5-000-5431-01 Electricity- Water Plant	48,000.00	3,624.92	26,252.56	54.69	21,747.44
500-5-000-5431-02 Electricity- Lift Station	8,000.00	513.96	4,412.57	55.16	3,587.43
500-5-000-5431-03 Electricity - Sewer Plant	32,000.00	2,366.15	19,845.87	62.02	12,154.13
500-5-000-5434-01 Telecom - Alarm Phones	3,600.00	267.03	2,199.21	61.09	1,400.79
500-5-000-5450-00 Sludge Hauling	33,000.00	3,689.19	7,931.76	24.04	25,068.24
500-5-000-5463-01 Facilities Lease	172,140.00	14,345.00	129,105.00	75.00	43,035.00
500-5-000-5465-00 Water Pumpage Fees	400,680.00	45,676.10	215,120.80	53.69	185,559.20
500-5-000-5466-00 Lab Testing	<u>1,700.00</u>	<u>46.00</u>	<u>1,922.53</u>	<u>113.09</u> (	<u>222.53)</u>
TOTAL CONTRACTUAL SERVICES	740,278.00	70,528.35	439,028.30	59.31	301,249.70
<u>OTHER CHARGES</u>					
500-5-000-5510-01 Base - Contract W/S Operation	86,059.00	9,482.77	91,040.57	105.79 (	4,981.57)
500-5-000-5510-02 Admin Fees W/S Contract	500.00	472.46	472.46	94.49	27.54
500-5-000-5510-04 Water System Maintenance	45,000.00	6,247.51	81,984.76	182.19 (	36,984.76)
500-5-000-5510-05 Lift Station Maintenance	20,000.00	7,225.47	30,108.14	150.54 (	10,108.14)
500-5-000-5510-06 Tapping Fees - W/S Contract	35,000.00	7,425.00	130,145.74	371.84 (	95,145.74)
500-5-000-5510-07 Sewer System Maintenance	40,000.00	11,646.89	35,831.30	89.58	4,168.70
500-5-000-5512-00 Water Conservation Program	1,500.00	65.00	227.50	15.17	1,272.50
500-5-000-5515-02 Permits	<u>3,000.00</u>	<u>0.00</u>	<u>4,553.35</u>	<u>151.78</u> (	<u>1,553.35)</u>
TOTAL OTHER CHARGES	231,059.00	42,565.10	374,363.82	162.02 (	143,304.82)
<u>CAPITAL OUTLAY</u>					
<u>TRANSFERS</u>					
500-5-000-5900-10 XFER OUT - Gen Fund 100	135,358.00	0.00	43,868.00	32.41	91,490.00
500-5-000-5900-51 XFER OUT-COF CapProj Fd 501	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>
TOTAL TRANSFERS	165,358.00	0.00	43,868.00	26.53	121,490.00
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TOTAL Non-Departmental	1,145,195.00	114,227.68	861,442.99	75.22	283,752.01
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TOTAL EXPENDITURES	1,145,195.00	114,227.68	861,442.99	75.22	283,752.01
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REVENUES OVER/(UNDER) EXPENDITURES	1,285.00 (5,370.80) (294,543.70)		295,828.70

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

550-CCR Utility Fund
 FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SERVICE REVENUE	4,605,651.00	537,071.95	2,993,975.43	65.01	1,611,675.57
INTEREST EARNED	30,000.00	8,750.72	78,710.62	262.37	(48,710.62)
OTHER REVENUE	<u>0.00</u>	<u>60,399.89</u>	<u>84,372.79</u>	<u>0.00</u>	<u>(84,372.79)</u>
TOTAL REVENUES	4,635,651.00	606,222.56	3,157,058.84	68.10	1,478,592.16
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
Non-Departmental	<u>3,677,258.00</u>	<u>401,538.85</u>	<u>2,560,039.59</u>	<u>69.62</u>	<u>1,117,218.41</u>
TOTAL EXPENDITURES	3,677,258.00	401,538.85	2,560,039.59	69.62	1,117,218.41
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	958,393.00	204,683.71	597,019.25		361,373.75

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2019

550-CCR Utility Fund

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GRANT REVENUE</u>					
<u>SERVICE REVENUE</u>					
550-44102 Residential Water	982,999.00	105,768.24	532,926.86	54.21	450,072.14
550-44103 Commercial Water	241,403.00	24,617.00	100,521.00	41.64	140,882.00
550-44104 Builder Water	122,593.00	11,522.75	77,364.35	63.11	45,228.65
550-44105 Irrigation Water	29,943.00	1,803.00	5,729.35	19.13	24,213.65
550-44106 Residential Sewer	838,476.00	95,615.00	505,272.21	60.26	333,203.79
550-44107 Commercial Sewer	88,542.00	9,655.00	41,006.50	46.31	47,535.50
550-44300 Water & Sewer Taps	1,100,000.00	81,245.00	771,519.97	70.14	328,480.03
550-44310 Builder Backcharges	493.00	3,471.76	23,204.25	4,706.74 (	22,711.25)
550-44500 Penalties	60,000.00	10,982.00	79,144.65	131.91 (	19,144.65)
550-44600 NFBWA Pumpage Fees	<u>1,141,202.00</u>	<u>192,392.20</u>	<u>857,286.29</u>	<u>75.12</u>	<u>283,915.71</u>
TOTAL SERVICE REVENUE	4,605,651.00	537,071.95	2,993,975.43	65.01	1,611,675.57
<u>INTEREST EARNED</u>					
550-46000 Interest Revenue	<u>30,000.00</u>	<u>8,750.72</u>	<u>78,710.62</u>	<u>262.37 (</u>	<u>48,710.62)</u>
TOTAL INTEREST EARNED	30,000.00	8,750.72	78,710.62	262.37 (	48,710.62)
<u>OTHER REVENUE</u>					
550-47200 Miscellaneous Revenue	<u>0.00</u>	<u>60,399.89</u>	<u>84,372.79</u>	<u>0.00 (</u>	<u>84,372.79)</u>
TOTAL OTHER REVENUE	0.00	60,399.89	84,372.79	0.00 (	84,372.79)
<u>TRANSFERS</u>					
TOTAL REVENUE	4,635,651.00	606,222.56	3,157,058.84	68.10	1,478,592.16
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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2019

550-CCR Utility Fund

75.00% OF YEAR COMP.

Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
550-5-000-5324-00 Chemicals	17,000.00	5,859.02	23,770.85	139.83 (	6,770.85)
550-5-000-5381-01 Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>455.00</u>	<u>0.00</u> (	<u>455.00)</u>
TOTAL SUPPLIES	17,000.00	5,859.02	24,225.85	142.51 (	7,225.85)
<u>CONTRACTUAL SERVICES</u>					
550-5-000-5411-00 Professional Services - Legal	2,500.00	0.00	0.00	0.00	2,500.00
550-5-000-5411-10 Prof. Services - Comp. Plannin	85,000.00	0.00	2,376.00	2.80	82,624.00
550-5-000-5411-11 Prof Services - Engineering	30,000.00	0.00	0.00	0.00	30,000.00
550-5-000-5421-00 Insurance R & P Property	22,000.00	0.00	22,000.00	100.00	0.00
550-5-000-5421-01 General Liability	500.00	0.00	0.00	0.00	500.00
550-5-000-5421-04 Errors & Omissions	800.00	0.00	0.00	0.00	800.00
550-5-000-5431-01 Electricity - Water Plant	95,000.00	20,444.37	145,415.40	153.07 (	50,415.40)
550-5-000-5431-02 Electricity - Lift Station	20,000.00	1,687.31	14,341.65	71.71	5,658.35
550-5-000-5431-03 Electricity - Sewer Plant	100,000.00	143.70	1,116.09	1.12	98,883.91
550-5-000-5434-01 Telecom - Alarm Phones	5,000.00	244.14	2,031.64	40.63	2,968.36
550-5-000-5450-00 Sludge Hauling	0.00	17,020.87	29,136.01	0.00 (	29,136.01)
550-5-000-5465-00 Water Pumpage Fees	1,141,202.00	174,658.45	895,910.05	78.51	245,291.95
550-5-000-5466-00 Lab Testing	<u>0.00</u>	<u>0.00</u>	<u>1,840.00</u>	<u>0.00</u> (	<u>1,840.00)</u>
TOTAL CONTRACTUAL SERVICES	1,502,002.00	214,198.84	1,114,166.84	74.18	387,835.16
<u>OTHER CHARGES</u>					
550-5-000-5510-01 Base Contract W/S Operations	483,633.00	37,931.06	430,511.56	89.02	53,121.44
550-5-000-5510-02 Admin Fees - W/S Contract	500.00	0.00	180.00	36.00	320.00
550-5-000-5510-04 Water System Maintenance	250,000.00	33,383.73	221,815.80	88.73	28,184.20
550-5-000-5510-05 Lift Station Maintenance	12,000.00	6,914.46	14,266.52	118.89 (	2,266.52)
550-5-000-5510-06 Tapping Fees - W/S Contract	500,000.00	95,797.59	495,133.22	99.03	4,866.78
550-5-000-5510-07 Sewer System Maintenance	60,000.00	6,576.65	27,274.65	45.46	32,725.35
550-5-000-5512-00 Water Conservation Program	3,600.00	877.50	1,722.50	47.85	1,877.50
550-5-000-5515-00 Permits	15,000.00	0.00	14,628.65	97.52	371.35
550-5-000-5560-07 Incode Software Maintenance	<u>15,180.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,180.00</u>
TOTAL OTHER CHARGES	1,339,913.00	181,480.99	1,205,532.90	89.97	134,380.10
<u>CAPITAL OUTLAY</u>					
<u>TRANSFERS</u>					
550-5-000-5900-10 XFER OUT - Gen Fund 100	648,343.00	0.00	216,114.00	33.33	432,229.00
550-5-000-5900-51 XFER OUT - COF C/P FUND 501	<u>170,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>170,000.00</u>
TOTAL TRANSFERS	818,343.00	0.00	216,114.00	26.41	602,229.00
<hr/>					
TOTAL Non-Departmental	3,677,258.00	401,538.85	2,560,039.59	69.62	1,117,218.41
<hr/>					
TOTAL EXPENDITURES	3,677,258.00	401,538.85	2,560,039.59	69.62	1,117,218.41
=====					
REVENUES OVER/(UNDER) EXPENDITURES	958,393.00	204,683.71	597,019.25		361,373.75

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

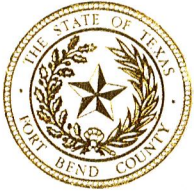
AGENDA OF:	July 16, 2019	AGENDA ITEM:	CON- F
DATE SUBMITTED:	July 10, 2019	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT:	10/20 Year Write Off of Property Taxes		
ATTACHMENTS:	Letter from Fort County Tax Assessor/Collector requesting 10/20 Year write off and a listing of the accounts to be removed from the tax roll.		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO. :			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO. :			

EXECUTIVE SUMMARY

Texas Property Tax Code Section 33.05 “Limitation on Collection of Taxes” provides for the write off of tax on real property that has been delinquent for more than 20 years; and for tax on personal property that has been delinquent for more than 10 years. The Fort Bend County Tax Assessor/Collector has requested that the remaining levy on the listed properties in the amount of \$560.57 be removed from the tax roll.

RECOMMENDATION

Staff recommends the City Council approve the Fort Bend County Tax Assessor/Collector’s request to remove \$560.57 from the tax roll according to the 10/20 Year Write Off rule.



COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Carrie Surratt, PCC, CTOP
County Tax Assessor/Collector

(281) 341-3710
Fax (832) 471-1830
www.fortbendcountytexas.gov

June 19, 2019

City of Fulshear
Attn: Mayor Aaron Groff
PO Box 279
Fulshear TX 77441-0279

RE: 10/20 Year Write Off of Property Taxes

Dear Mayor Groff:

Attached is a summary of the 10/20 year write off of property taxes per Texas Property Tax Code Section 33.05 "Limitation on Collection of Taxes". Please submit and record this summary as an agenda item for your next board meeting and return an Original signed letter along with a copy of the supporting minutes for our records.

If further assistance is needed, please contact me at (281) 341-3723.

Sincerely,

Carrie Surratt, PCC, CTOP
Fort Bend County Tax Assessor/Collector

Enclosures

Acknowledged:

Name of Jurisdiction: **City of Fulshear**

Jurisdiction Signature

Date

FORT BEND COUNTY
10/20 YEARS ACCOUNTS
LEVY WRITE-OFF BY TAXUNIT SUMMARY
POST - PROCESS
ANNUAL 10/20 WRITE OFF 06152019

Run-Date: 06/15/2019

writeoff_accounts_post.rep v1.18

Run-Time: 10:34:59

For Effective Change Date: 06/15/2019

Juris 41

CITY OF FULSHEAR

Year	Account	Owner Name	Levy	Levy Paid	Remaining Levy
2008	0029000001011901	FREEMAN ERMA DEAN	\$4.55	\$0.00	\$4.55
2008	0029000001012901	HENDERSON LEE EDDIE	\$2.84	\$0.00	\$2.84
2008	9960032070014901	BRIAN K MICHALEWICZ CKB LLC	\$155.61	\$0.00	\$155.61
2008	9960042080029901	DARK DESIRES	\$102.96	\$0.00	\$102.96
2008	9960072050026901	GULF COAST INDUSTRIAL AUTOMA'	\$120.46	\$0.00	\$120.46
2008	9960132040011901	MARK BODIE ENTERPRISES	\$53.09	\$0.00	\$53.09
2008	9960180890040901	RANDLE MATERIALS & CONTRACTC	\$119.52	\$0.00	\$119.52
2008	9960202070019901	TOWN & COUNTRY CUSTOM HOME I	\$1.54	\$0.00	\$1.54

City Of Fulshear Yearly Totals:

Year	Num. Acct(s)	Levy	Levy Paid	Remain Levy
2008	8	\$560.57	\$0.00	\$560.57
Totals for Jurisdiction	8	\$560.57	\$0.00	\$560.57

FISCAL START: 10/01/2018 END: 09/30/2019 JURISDICTION: 0041 CITY OF PULSHEAR

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
1,508,452,989	5,340,859-	1,503,112,130	00.162510	2,443,838.20	7,010

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2018	2,452,017.99	.00	8,179.79-	0.00	2,421,764.46	22,073.74	99.10	0.00
2017	16,109.98	.00	1,395.76-	0.00	10,152.51	4,561.71	69.00	0.00
2016	6,828.27	.00	3,307.09	0.00	6,764.98	3,370.38	66.75	0.00
2015	5,202.65	.00	3,419.37	0.00	7,192.69	1,429.33	83.42	0.00
2014	2,869.67	.00	4,000.21	0.00	6,203.26	666.62	90.30	0.00
2013	3,241.33	.00	4,666.94	0.00	7,070.36	837.91	89.40	0.00
2012	3,344.90	.00	582.50	0.00	3,071.14	856.26	78.20	0.00
2011	2,474.41	.00	0.00	0.00	565.84	1,908.57	22.87	0.00
2010	2,577.53	.00	0.00	0.00	598.39	1,979.14	23.22	0.00
2009	3,562.82	.00	0.00	0.00	1,351.06	2,211.76	37.92	0.00
2008	1,229.66	560.57-	560.57-	0.00	124.81	544.28	18.65	0.00
2007	447.81	.00	0.00	0.00	88.98	358.83	19.87	0.00
2006	626.21	.00	0.00	0.00	146.06	480.15	23.32	0.00
2005	717.71	.00	0.00	0.00	107.96	609.75	15.04	0.00
2004	501.07	.00	0.00	0.00	107.95	393.12	21.54	0.00
2003	616.79	.00	0.00	0.00	119.03	497.76	19.30	0.00
2002	580.26	.00	0.00	0.00	91.06	489.20	15.69	0.00
2001	595.60	.00	0.00	0.00	94.48	501.12	15.86	0.00
2000	623.65	.00	0.00	0.00	102.80	520.85	16.48	0.00
1999	587.33	.00	0.00	0.00	99.57	487.76	16.95	0.00
1998	434.58	.00	0.00	0.00	119.97	314.61	27.61	0.00
1997	350.39	.00	0.00	0.00	156.95	193.44	44.79	0.00
****	2,505,540.61	560.57-	5,839.99	0.00	2,466,094.31	45,286.29		0.00

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

AGENDA OF:	July 16, 2019	AGENDA ITEM:	CON- G
DATE SUBMITTED:	July 10, 2019	DEPARTMENT:	Finance
PREPARED BY:	Wes Vela, Chief Financial Officer	PRESENTER:	Wes Vela, Chief Financial Officer
SUBJECT:	RESOLUTION DENYING THE RATE CHANGE APPLICATION PROPOSED BY CENTERPOINT		
ATTACHMENTS:	Resolution No. 2019-423		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO. :			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO. :			

EXECUTIVE SUMMARY

PURPOSE:

On April 5, 2019, CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$161 million per year. In the filing, the Company asks the City to approve an increase in \$154 million in retail transmission and distribution rates (an increase of about 7.4%) and \$6.8 million in wholesale transmission rates (an increase of about 1.8%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$2.38 per month.

In a prior City action, CenterPoint’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Gulf Coast Coalition of Cities (“GCCC”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by GCCC, CenterPoint’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by CenterPoint.

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section requires CenterPoint to maintain its existing rates within the City.
3. This section states that GCCC’s reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides that the City will notify counsel for CenterPoint and counsel for GCCC of the City’s action by sending a copy of the approved and signed Resolution to each counsel.

DISCUSSION

The City of Fulshear is a member of a coalition of political subdivisions in the Greater Houston area known as the Gulf Coast Coalition of Cities (“GCCC”). The Coalition has been in existence since the early 1990s. The GCCC represents the interests of its members on gas and electric utility matters before the Public Utility Commission, the Railroad Commission, the Electric Reliability Council of Texas and the courts. For the past 20 years, GCCC has protected the authority of municipalities over monopoly electric and natural gas providers and has defended the interests of the residential and small commercial customers within the cities. Cities are often the only consumer advocates that work to keep utility rates reasonable. The work undertaken by GCCC has saved ratepayers millions of dollars in unreasonable charges. The GCCC has previously approved the hiring of Thomas Brocato and Chris Brewster of the Lloyd Gosselink law firm and consultants to intervene in matters related to the electric utility rate case filings, representing GCCC members’ interests.

Current members include the following 39 cities: Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Hunters Creek, Iowa Colony, Jersey Village, Kemah, Lake Jackson, La Marque, Manvel, Missouri City, Mont Belvieu, Morgan’s Point, Nassau Bay, Oyster Creek, Piney Point Village, Pleak, Rosenberg, Santa Fe, Seabrook, Sealy, Simonton, South Houston, Spring Valley Village, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster, and Weston Lakes.

RESOLUTION NO. 2019-423

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about April 5, 2019, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to Title 2 of the Texas Utilities Code ("Public Utility Regulatory Act" or "PURA") §§ 33.001 and 36.001 filed with the City of Fulshear ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective May 10, 2019; and

WHEREAS, the City is an electric utility customer of CenterPoint and a regulatory authority with exclusive original jurisdiction over the rates and charges of CenterPoint within the City; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC"), a membership of similarly situated cities served by CenterPoint that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, GCCC is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review CenterPoint's filing; and

WHEREAS, the City, in a reasonably noticed meeting that was open to the public, considered the Company's application; and

WHEREAS, pursuant to its exclusive original jurisdiction over CenterPoint's rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's attorneys and consultants recommend that the City deny the application.

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

SECTION 1. That the rates proposed by CenterPoint in an application submitted to the City by CenterPoint on or about April 5, 2019, are hereby found to be unreasonable, and are denied.

SECTION 2. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3. That GCCC's reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Chris Brewster at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (cbrewster@lglawfirm.com).

PASSED AND APPROVED this 16th day of JULY, 2019.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

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

AGENDA OF:	July 16, 2019	Items:	CON- H
DATE SUBMITTED:	July 3, 2019	DEPARTMENT:	Public Works/CIP
PREPARED BY:	Sharon Valiante, Public Works Director, Wes Vela	PRESENTER:	Sharon Valiante Public Works Director
	Finance Director Brant Gary - ACM Executive Director of Planning and Development		
SUBJECT:	CONSENT AND APPROVAL OF AN AMENDMENT TO FNI DESIGN SERVICES CONTRACT FOR W18K & WW18E		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. <u>Amendment-FNI 6.20.2019</u> 2. <u>Contract Proposal FNI 2.13.2019</u> 3. <u>Status Summary – May _June.2019</u> 		
Expenditure Previously approved:	\$214,000		
Amount Budgeted:	\$400,000.00		
Funding Account:	501-5-000-5890-02; 501-000-5890-03		
Additional Appropriation Required:	<u>\$73,900.00</u>		
Funding Account:	<u>501-5-000-5890-02; 501-000-5890-03</u>		

EXECUTIVE SUMMARY

In the Fiscal Year (FY) 2019, City Council approved a design services contract for Project W18K & WW18E to begin the process of preliminary and final design services to provide for the extension of the City’s water and wastewater system to serve the northern development along the FM 359 corridor. The preliminary design services kicked off with geotechnical and surveying services. In the midst of the project progress, staff received interest and commitment for project cost participation from additional development adjacent to the system extension. The added capacity requests indicated the need to re-evaluate the project scope – additional design efforts to previous design approaches with developer coordination, and additional geotechnical and surveying services for bringing a proposed force main into the existing Wastewater Treatment Plant at FM 1093,

The added capacity requests, changing the scope of the project resulted in additional costs to the design services contract as follows:

Contract Amount:	\$214,000.00
Change: Basic Services Revised	\$175,683.00
Change: Special Services Revised	\$112,217.00
Total new contract Price:	<u>\$287,900.00</u>
Net Increase in Contract:	\$ 73,900.00

Funding is available in the Capital Improvement Program as noted in the additional appropriations required.

RECOMMENDATION

Staff recommends City Council authorize the Amendment to the FNI Contract for Design Services for the FM 359 W19K & WW18E Project in the amount of \$73,900.00

June 20, 2019

Sharon Valiante
 City of Fulshear
 30603 FM 1093
 Fulshear, TX 77441

Re: FM 359 Water and Wastewater Extension Project

Dear Ms. Valiante:

Based on the changes to the scope of the project Freeze and Nichols is submitting the enclosed amendment to the previous contract for the revised scope of services.

The revised project will include an alternate to extend the proposed force main from the previously planned termination point at the City's collection system to the existing WWTP. This extends the length of the project from approximately 6,800 LF to 8,900 LF, an increase of roughly 30%. This additional force main required additional design, topographic survey, environmental assessment, and geotechnical investigation. This force main will be designed to be installed using trenchless construction and bid as an alternate to provide the City with additional flexibility. Additional easements are also required along FM 359 to provide both permanent and temporary construction easements to meet the needs of the property owners along FM 359. Seven additional easements are included in this amendment. Finally, additional scope for coordination with developers and effort for previous versions of the project approach is included in the amendment.

FNI's subconsultant's proposals are included for reference: Ninyo & Moore for geotechnical services and MBCO for topographic surveying and easement preparation.

The not to exceed fee breakdown for this effort is shown below.

Basic Services	Original Contract	Revised Contract
Task A: Project Management	\$9,432	\$9,432
Task B: Study Phase	\$11,397	\$11,397
Task C: Final Design Phase	\$93,238	\$119,120
Task D: Bid Phase	\$12,717	\$12,717
Task E: Construction Phase	\$23,017	\$23,017
Total Basic Services	\$149,801	\$175,683
Special Services		
Task A: Environmental Assessment	\$3,510	\$5,826
Task B: Topographic Survey	\$42,242	\$68,145
Task C: Easement Metes and Bounds	\$9,417	\$22,601
Task D: Geotechnical Investigation	\$9,030	\$15,645
Total Special Services	\$64,199	\$112,217
Total Contract	\$214,000	\$287,900

We appreciate this opportunity to continue assisting the City of Fulshear. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described in the attachments and wish for us to proceed with these projects, please sign and return one copy of the Contract Change Authorization Form.

Sincerely,



Richard Weatherly, P.E.
Principal

cc: Jared Barber, P.E.

Attachments:

1. Contract Change Authorization Form
2. Scope of Services
3. Fee Breakdown
4. Topographic Survey and Easement Prep Proposal from MBCO
5. Geotechnical Investigation Proposal from Ninyo & Moore



**CONTRACT CHANGE AUTHORIZATION FORM
Amendment #01**

Client: City of Fulshear 30603 FM 1093 Fulshear, TX 77441 Attn: Sharon Valiante	FNI Project No.: FSR19205 <hr/> Client Contract Ref.: <hr/> Date: June 20, 2019						
Project Description: FM 359 Water and Wastewater Extension Project							
Description of Services Added/Deleted: Additional design, survey and geotechnical investigation for extension of the proposed force main to the City's existing WWTP. The amendment also includes additional design effort for previous design approaches and additional developer coordination.							
Compensation shall be adjusted as follows: Basic services for a not to exceed fee of Twenty-Four Thousand Nine Hundred Eighty-Two Dollars (\$20,982) Special services for a not to exceed fee of Forty-Eight Thousand Eighteen Dollars (\$48,018)							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Original Contract</td> <td style="text-align: right;">\$214,000</td> </tr> <tr> <td>Amended Amount</td> <td style="text-align: right;">\$73,900</td> </tr> <tr> <td>Revised Total Contract</td> <td style="text-align: right;">\$287,900</td> </tr> </table>	Original Contract	\$214,000	Amended Amount	\$73,900	Revised Total Contract	\$287,900
Original Contract	\$214,000						
Amended Amount	\$73,900						
Revised Total Contract	\$287,900						
Schedule shall be adjusted as follows: Final design to be completed by July 26, 2019							

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF FULSHEAR, TEXAS:

BY: Richard Weatherly
Richard Weatherly
 Print or Type Name

TITLE: Vice President

DATE: 6/24/19

BY: _____

 Print or Type Name

TITLE: _____

DATE: _____

SCOPE OF SERVICES

ARTICLE I

PROJECT DESCRIPTION: The City of Fulshear (Owner) is proceeding with design and construction of the FM 359 Water and Wastewater Extension Project (The Project). The Project will include the extension of water and wastewater utilities from the City's existing system northwest along FM 359 for future developments. The amended project will have the following facilities:

1. 530 gpm lift station, including pumps, motors, piping, valves, and electrical equipment. Lift station will include structural, electrical, instrumentation, and controls as required.
2. Site improvements including site piping, valves, site power distribution, site lighting, fencing, and driveway.
3. Transfer switch for portable generator, no onsite generator is anticipated for this project
4. 6,000 feet of 12 inch diameter water line from Rogers Rd to City's existing system along Wallis St., including air valves, isolation valves and road crossings.
5. 3,300 feet of 12 inch diameter gravity sewer from Rogers Rd to proposed lift station site where Wallis St. meets FM 359, including manholes and connections to the lift station.
6. 3,600 feet of 4 inch diameter force main from the proposed lift station site to City's existing system along Wallis St., including air valves and isolation valves.
7. 5,800 feet of 8 inch diameter force main from the proposed lift station site to City's existing WWTP to be included as an alternate bid item, including air valves and isolation valves.

The amendment includes the additional design, survey, and geotech to extend the infrastructure to the City's existing WWTP. Also included in the amendment is the additional easements required for the permanent and temporary easements to be acquired along FM 359.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. FINAL DESIGN PHASE: FNI shall provide additional professional services in this phase as follows:
1. Design of the proposed force main along Wallis St to the existing WWTP, to be designed as trenchless construction.
 2. Design of the connection to the existing WWTP at the headworks
 3. Design of 21-inch gravity sewer for previous approach. This design was prepared to a 50% design level when project changes required a change in approach.
 4. Additional developer coordination to assist the City in sizing the infrastructure for the FM 359 water and wastewater extension

ARTICLE II

SPECIAL SERVICES: Additional Special Services to be performed by FNI include the following:

- A. ENVIRONMENTAL ASSESSMENT

1. Increase the proposed environmental assessment to include 9,100 ft of pipeline route from Rogers Rd to the City's existing WWTP (2,600 LF beyond the original scope of 6,500 LF).

B. TOPOGRAPHIC SURVEYING

1. Provide additional land surveying services in connection with the FM 359 Water and Wastewater Extension project as follows:
 - a. Topographic Survey of proposed route, approximate additional length of 2,800 ft.
 - b. Abstracting to determine property ownership along route, including easements and other encumbrances such as lien holder that would need to sign easements.
 - c. Locate enough boundary ties to be able to write easement descriptions and show topography in relation to boundaries and existing easements.
 - d. Provide AutoCAD Civil 3D drawing of additional survey

C. EASEMENT DOCUMENT PREPARATION

1. Provide up to seven (7) additional easement descriptions, including parcel maps.

D. GEOTECHNICAL INVESTIGATION

1. Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform geotechnical investigation services for the project. The following geotechnical services will be provided:
 - a. Field Exploration
 - (a) Two (2) additional borings have been included for this amendment.
 - The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - The borings will be backfilled with auger cuttings upon completion of drilling and sampling.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- 90% Submittal – 6/28/19
- Final Submittal – 7/26/19

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.



PROPOSAL FOR LAND SURVEYING SERVICES

February 12, 2019

Freese and Nichols, Inc.
11200 Broadway Street
Offices West, Suite 2320
Pearland, TX

Attn: Jared Barber, P.E.
Treatment, Transmission & Utilities - Southeast

Ref: Request for Proposal for Detail Topographic Survey for the City of Fulshear Proposed
FM 359 Water and Wastewater Utilities

Dear Mr. Barber:

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by Freese and Nichols, Inc. on February 8, 2019 which will consist of approximately 9,000 feet of FM 359, Wallis Street, 1st Street, and Harris Street.

Grand Total Survey: (\$70,868.75)

SCOPE OF LAND SURVEYING SERVICES

- MBCO will research the Rights-of-Way of the above said roads, adjoining properties, and privately owned parcel/property and show them on the survey.
- MBCO will prepare a survey showing existing utilities, Right-of-Way and easements.
- MBCO will utilize "One Call" whenever surface signage indicates buried pipelines and coordinate with pipeline companies, municipal utility districts, and private utility companies to obtain location of existing utilities and, if provided, depths of existing pipelines and provide on drawings.
- MBCO will provide flowline elevations; sizes, material types and directions of pipes on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures and verify them with record documents.
- MBCO will set control points along the project corridors not exceeding 500 feet between control points and set at the beginning, end, street intersections, and angle points along the project corridors.
- MBCO will establish horizontal and vertical control relative to the North American Datum of 1983, Texas State Plane Coordinates (Zone 4204), and NAVD 88, Geoid 12B.

- MBCO will produce Survey Control Sheets for the project.
- MBCO will reference control points to the design baseline. Design baseline to be provided by Freese and Nichols, Inc.
- MBCO will show swing ties for all control points on Survey Control Sheets.
- MBCO will provide a design level survey that shall extend a minimum of 50 feet beyond the southwest Right-of-Way of FM 359 to the northeast Right-of-Way of FM 359 from Rogers Road to Wallis Street.
- MBCO will provide a design level survey from 10 feet outside of southern Right-of-Way to 10 feet outside of northern Right-of-Way for Wallis Street from the intersection of FM 359 then along Wallis Street for approximately 2,800 feet.
- MBCO will provide a design level survey from 10 feet outside of southern Right-of-Way to 10 feet outside of northern Right-of-Way for 1st Street from the intersection of Wallis Street to Harris Street for approximately 350 feet.
- MBCO will provide a design level survey from 10 feet outside of western Right-of-Way to 10 feet outside of eastern Right-of-Way for Harris Street from the intersection of 1st Street to Front Street for approximately 450 feet.
- MBCO will provide a design level survey from Front Street to the Treatment plant located on the north side of FM 1093, approximately 1.3 acres as shown in Attachment A.
- MBCO will provide a design level survey for area designated as proposed lift station. Refer to Attachment A for location.
- MBCO will provide a design level survey for all existing surface features and properly identified. Features to include but not limited to edge of roadway, centerline, buildings, fences, walls, trees, tree drip lines, sidewalks, driveways and driveway curbs, power poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc.
- MBCO will provide natural ground data at each right of way line.
- MBCO will provide width and material of road and only depth if information is provided to us by an outside source.
- No bridges or grade separations will be included in this proposal. If requested by client, a separate contract will be required.
- **Scope of Survey Services not to include the area shown in Attachment B.**
- MBCO will provide Easement Exhibits and Metes and Bounds Descriptions for 5 properties.

DELIVERABLES:

- MBCO will provide survey control map for project limits; as well as provide survey control maps with site control points/monuments; temporary baseline coordinate at key points at every 1,000 feet and temporary bench marks.
- A Point File in the standard ASCII (P, N, E, Z, D) format.
- 2017 AutoCAD (.dwg) file of the project survey per Freese and Nichols CAD Standards.
- Digital Terrain Model, surface Triangular Irregular Network in computer 2017 AutoCAD format.



WBE | DBE
SBE | HUB
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SCHEDULE:

MBCO will complete the above described tasks within sixty (60) calendar days from when we receive the Notice to Proceed.

COMPENSATION:

The estimated cost for the above described professional services shall be a **Lump Sum** fee and billed at a percentage basis at the end of every month during the duration of the project.

Total Fee of all Tasks \$70,868.75.

This cost proposal is valid for 30 days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions you may reach me at dave.brister@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

David Powell Brister, RPLS



WBE | DBE
SBE | HUB
CERTIFIED

Acceptance: If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and return two originals. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

BY: _____

DATE: _____

NAME: _____

TITLE: _____

ADDRESS: _____

MBCO ENGINEERING, LLC.
"SURVEYOR"

BY: _____

DATE: _____

NAME: _____

TITLE: _____

ADDRESS: 1505 Highway 6 South, Suite 180
Houston, TX 77077

Attachment A

Scope of Services to be performed in area highlighted in red



Attachment B

Scope of services not to include the below area that is shown in Exhibit A



**EXHIBIT D
Fee Schedule**

MBCO ENGINEERING, LLC
3-13-2019 City of Fullerton Water and Waste Water

TASK DESCRIPTION	SURVEY PROJECT MANAGER	RPLS	SURVEY TECHNICIAN	SURVEY TECHNICIAN - GPS, SIT	2-MAN SURVEY CREW	3-MAN SURVEY CREW	ABSTRACTOR SET FEE	ADMIN/ CLERICAL	TOTAL HRS	TOTAL LABOR HRS & COSTS
Control										
Settling Control and level Loop	2	3	15			35			55	\$ 8,865.00
Survey Control Maps	1	1	8						26	\$ 2,785.00
										\$ -
										\$ -
HOURS SUB-TOTALS	3	4	16	23	0	35	0	0	81	\$ -
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 60.00	\$ 55.00		\$ 11,150.00
TOTAL LABOR COSTS	\$450.00	\$620.00	\$1,600.00	\$2,530.00	\$0.00	\$5,950.00	\$0.00	\$0.00		\$ 11,150.00
% DISTRIBUTION OF STAFF HOURS	3.7%	4.9%	19.8%	28.4%	0.0%	43.2%	0.0%	0.0%		
SUBTOTAL Task	\$450.00	\$620.00	\$1,600.00	\$2,530.00	\$0.00	\$5,950.00	\$0.00	\$0.00		\$ 11,150.00
Topography										
Right of Entry (20 properties)								8	8	\$ 440.00
Topography	4	10	75	10		130			229	\$ 32,850.00
Utility Location			16	10		10			36	\$ 4,400.00
										\$ -
HOURS SUB-TOTALS	4	10	91	20	0	140	0	0	265	\$ 265
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 140.00	\$ 170.00	\$ 60.00	\$ 55.00		\$ 37,690.00
TOTAL LABOR COSTS	\$600.00	\$1,550.00	\$9,100.00	\$2,200.00	\$0.00	\$23,800.00	\$0.00	\$0.00		\$ 37,690.00
% DISTRIBUTION OF STAFF HOURS	1.5%	3.8%	34.3%	7.5%	0.0%	52.8%	0.0%	0.0%		
SUBTOTAL Task	\$600.00	\$1,550.00	\$9,100.00	\$2,200.00	\$0.00	\$23,800.00	\$0.00	\$0.00		\$ 37,690.00
Right of Way										
Right of Way and Property Delineation	2	2	40	15		40			99	\$ 13,060.00
										\$ -
										\$ -
HOURS SUB-TOTALS	2	2	40	15	0	40	0	0	99	\$ 99
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 60.00	\$ 55.00		\$ 13,060.00
TOTAL LABOR COSTS	\$300.00	\$310.00	\$4,000.00	\$1,650.00	\$0.00	\$6,800.00	\$0.00	\$0.00		\$ 13,060.00
% DISTRIBUTION OF STAFF HOURS	2.0%	2.0%	40.4%	15.2%	0.0%	40.4%	0.0%	0.0%		
SUBTOTAL Task	\$300.00	\$310.00	\$4,000.00	\$1,650.00	\$0.00	\$6,800.00	\$0.00	\$0.00		\$ 13,060.00
Easements										
Easement Exhibit and Metes and Bounds Description (5 properties)	0.5	2.5	30	10		10				\$ 6,262.50
Title Certificates for 5 properties										\$ 2,706.25
\$511.25 per certificate										\$ -
										\$ -
HOURS SUB-TOTALS	0.5	2.5	30	10	0	10	0	0	0	\$ 53
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 60.00	\$ 55.00		\$ 8,968.75
TOTAL LABOR COSTS	\$75.00	\$387.50	\$3,000.00	\$1,100.00	\$0.00	\$1,700.00	\$0.00	\$0.00		\$ 8,968.75
% DISTRIBUTION OF STAFF HOURS	0.6%	4.7%	56.6%	18.9%	0.0%	18.9%	0.0%	0.0%		
SUBTOTAL Task	\$75.00	\$387.50	\$3,000.00	\$1,100.00	\$0.00	\$1,700.00	\$0.00	\$0.00		\$ 8,968.75
Task Description	Number of Days	Rate	Number of People/Or Rooms	Per Item Rate	Number of Items	Number of Items	Number of Items	Number of Items	Total Cost	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
Project Totals										\$ 70,868.75



PROPOSAL FOR LAND SURVEYING SERVICES

April 17, 2019

Freese and Nichols, Inc.
11200 Broadway Street
Offices West, Suite 2320
Pearland, TX

Attn: Jared Barber, P.E.
Treatment, Transmission & Utilities - Southeast

Ref: Request for Proposal for Detail Topographic Survey for the City of Fulshear Proposed Water and Wastewater Utilities From 1st Street to the Water Treatment Plant along the Wallis Street Right of Way

Dear Mr. Barber:

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by Freese and Nichols, Inc. on April 15, 2019 which will consist of approximately 600 feet of Wallis Street Right of Way.

Grand Total Survey: (\$3,000.00)

SCOPE OF LAND SURVEYING SERVICES

- MBCO will research the Rights-of-Way of the above said roads, adjoining properties, and privately owned parcel/property and show them on the survey.
- MBCO will prepare a survey showing existing utilities, Right-of-Way and easements.
- MBCO will utilize "One Call" whenever surface signage indicates buried pipelines and coordinate with pipeline companies, municipal utility districts, and private utility companies to obtain location of existing utilities and, if provided, depths of existing pipelines and provide on drawings.
- MBCO will provide flowline elevations; sizes, material types and directions of pipes on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures and verify them with record documents.
- MBCO will perform topography from Right of Way to Right of Way of Wallis Street from 1st Street to the Water Treatment Plant south.
- MBCO will establish horizontal and vertical control relative to the North American Datum of 1983, Texas State Plane Coordinates (Zone 4204), and NAVD 88, Geoid 12B.



DELIVERABLES:

- A Point File in the standard ASCII (P, N, E, Z, D) format.
- 2017 AutoCAD (.dwg) file of the project survey per Freese and Nichols CAD Standards.
- Digital Terrain Model, surface Triangular Irregular Network in computer 2017 AutoCAD format.

SCHEDULE:

MBCO will complete the above described tasks within fourteen (14) calendar days from when we receive the Notice to Proceed.

COMPENSATION:

The estimated cost for the above described professional services shall be a **Lump Sum** fee and billed at a percentage basis at the end of every month during the duration of the project.

Total Fee of all Tasks \$3,000.00.

This cost proposal is valid for 30 days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions you may reach me at dave.brister@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Brister', is written over a light blue horizontal line.

David Powell Brister, RPLS



WBE | DBE
SBE | HUB
CERTIFIED

Acceptance: If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and return two originals. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

BY: _____

DATE: _____

NAME: _____

TITLE: _____

ADDRESS: _____

MBCO ENGINEERING, LLC.
"SURVEYOR"

BY: _____

DATE: _____

NAME: _____

TITLE: _____

ADDRESS: 1505 Highway 6 South, Suite 180
Houston, TX 77077

Attachment A

Scope of services to be completed in Highlighted Blue Area



EXHIBIT D Fee Schedule

MBCO ENGINEERING, LLC
4-16-2019 City of Fulshear Water and Waste Water Additional Topo Survey

TASK DESCRIPTION	SURVEY PROJECT MANAGER	RPLS	SURVEY TECHNICIAN	SURVEY TECHNICIAN - GPS, SIT	2-MAN SURVEY CREW	3-MAN SURVEY CREW	ABSTRACTOR SET FEE	ADMIN/ CLERICAL	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Topography										\$ -
Topography			2	10		10			22	\$ 3,000.00
HOURS SUB-TOTALS	0	0	2	10	0	10	0	0	22	
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 140.00	\$ 170.00	\$ 60.00	\$ 55.00		
TOTAL LABOR COSTS	\$ 0.00	\$ 0.00	\$ 200.00	\$ 1,100.00	\$ 0.00	\$ 1,700.00	\$ 0.00	\$ 0.00		\$ 3,000.00
% DISTRIBUTION OF STAFF HOURS	0.0%	0.0%	9.1%	45.5%	0.0%	45.5%	0.0%	0.0%		
SUBTOTAL Task	\$ 0.00	\$ 0.00	\$ 200.00	\$ 1,100.00	\$ 0.00	\$ 1,700.00	\$ 0.00	\$ 0.00		\$ 3,000.00

March 15, 2019
Project No. 700906001

Mr. Jared Barber, PE
Freese & Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, Texas 77024

Subject: Proposal to Perform Geotechnical Evaluation
Fulshear FM 359 Water and Wastewater Utilities
FM 359 and Wallis Street
Fulshear, Texas

Dear Mr. Barber:

We are pleased to present this revised proposal to perform a geotechnical evaluation for the subject project. We understand the City of Fulshear plans to construct new water and wastewater facilities along Wallis Street and Farm-to-Market Road (FM) 359. The proposed construction consists of a 12-inch water line and a 21-inch gravity sanitary sewer main. The proposed water line will extend about 3,200 lineal feet (lf) along the south side of FM 359 from Rogers Road to Wallis Street and then about 2,800 lf along the east side of Wallis Street to about 450 feet north of 5th Street, for a total length of about 6,000 lf. The gravity main will extend along the south side of FM 359 from Rogers Road to Wallis Street and continue along east side of Wallis Street to the existing wastewater treatment plant, for a total length of about 9,000 lf. We understand the lines will generally be constructed using trenchless methods where they cross Union Chapel Branch. This proposal is based on the information that we received from your office and outlines our scope of services, lump sum fee, and anticipated schedule for this phase of work.

SCOPE OF SERVICES

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- As you requested, we will drill seven exploratory borings along the planned alignment. One boring will be performed at the existing treatment plant and will extend to a depth of about 30 feet below the ground surface (bgs). The remaining six borings will extend to about 25 feet bgs.

- Collect geotechnical soil samples continuously through any fill or to a depth of 10 feet bgs (whichever is deeper) and at 5-foot intervals thereafter. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 wash, Atterberg limits, and strength testing.
- Prepare a geotechnical report presenting the results of our evaluation, geotechnical considerations, and geotechnical design parameters. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas. The report will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Vicinity map and boring plan;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Excavation characteristics of on-site soils;
 - Earthwork considerations;
 - Potential for re-use of on-site soils; and
 - Recommendations for trenchless installation.

ASSUMPTIONS

- The site is accessible to truck or ATV-mounted drilling equipment and site access will be granted.
- Fieldwork can be accomplished during normal business hours (Monday through Friday, 8:00AM to 5:00PM).
- The boreholes can be backfilled with soil cuttings from the drilling operations and pavement patched with like materials.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. Ninyo & Moore will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be performed within about two weeks after your authorization to proceed, and issuing a report within about four weeks after fieldwork is completed.

FEE

We propose to provide our services for a lump sum fee of \$14,900 (Fourteen Thousand Nine Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

To authorize our services, please provide a Work Authorization in accordance with our Master Agreement. We look forward to working with you.

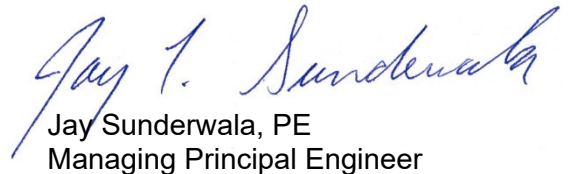
Respectfully submitted,
NINYO & MOORE



Richard Whitt, PE
Senior Engineer

RJW/JTS/lis

Distribution: (1) Addressee (via email)



Jay Sunderwala, PE
Managing Principal Engineer



Innovative approaches
 Practical results
 Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 817-735-7491

www.freese.com

February 13, 2019

Sharon Valiante
 City of Fulshear
 30603 FM 1093
 Fulshear, TX 77441

Re: FM 359 Water and Wastewater Extension Project

Dear Ms. Valiante:

In response to our scoping meeting on 2/8/19, Freese and Nichols is please to submit this contract proposal for the FM 359 Water and Wastewater Extension Project.

This project will serve to extend water and wastewater utilities northwest to future developments from the City's existing infrastructure. This scope of services includes design of approximately 6,000 linear feet (LF) of 12" water line, 3,300 LF of 10" gravity sewer, 2,200 LF of 6" force main, and a 530 gpm lift station. The project includes effort for preparing easement documents for these utilities to be placed outside the Right-of-Way of FM 359.

FNI is proposing to use the following subconsultants: Ninyo & Moore for geotechnical services, MBCO for topographic surveying and easement preparation, and Gupta for electrical design. Their proposals are attached for reference.

The not to exceed fee breakdown for this effort is shown below.

Basic Services

Task A: Project Management	\$9,432
Task B: Study Phase	\$11,397
Task C: Final Design Phase	\$93,238
Task D: Bid Phase	\$12,717
Task E: Construction Phase	\$23,017
Total Basic Services	\$149,801


Special Services

Task A: Environmental Assessment	\$3,510
Task B: Topographic Survey	\$42,242
Task C: Easement Metes and Bounds	\$9,417
Task D: Geotechnical Investigation	\$9,030
Total Special Services	\$64,199

Total Contract \$214,000

We appreciate this opportunity to assist the City of Fulshear. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described in the attachments and wish for us to proceed with these projects, please sign and return one copy of the attached agreements for our files.

Sincerely,



Richard Weatherly
Principal

cc: Jared Barber

Attachments:

1. Proposed Contract
2. Fee Breakdown
3. Topographic Survey and Easement Prep Proposal from MBCO
4. Geotechnical Investigation Proposal from Ninyo & Moore
5. Electrical Design Proposal from Gupta

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by the City of Fulshear, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. EMPLOYMENT OF FNI: In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: City of Fulshear FM 359 Water and Wastewater Extension Project.

II. SCOPE OF SERVICES: FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.

III. COMPENSATION: Owner agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO - Compensation which is attached hereto and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of \$214,000. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. TERMS AND CONDITIONS OF AGREEMENT: The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

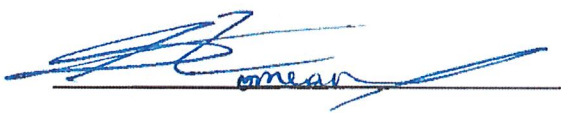
This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.
IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of _____, 2019.

ATTEST:

City of Fulshear, Texas
(Owner)
By: Jack Harper
City Manager
Print Name and Title

ATTEST:



Freese and Nichols, Inc.
(FNI)
By: Richard Weatherly
Richard Weatherly, Principal
Print Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION: The City of Fulshear (Owner) is proceeding with design and construction of the FM 359 Water and Wastewater Extension Project (The Project). The Project will include the extension of water and wastewater utilities from the City's existing system northwest along FM 359 for future developments. The Project will have the following facilities:

1. 530 gpm lift station, including pumps, motors, piping, valves, and electrical equipment. Lift station will include structural, electrical, instrumentation, and controls as required.
2. Site improvements including site piping, valves, site power distribution, site lighting, fencing, and driveway.
3. Transfer switch for portable generator, no onsite generator is anticipated for this project
4. 6,000 feet of 12 inch diameter water line from Rogers Rd to City's existing system along Wallis St., including air valves, isolation valves and road crossings.
5. 3,300 feet of 10 inch diameter gravity sewer from Rogers Rd to proposed lift station site where Wallis St. meets FM 359, including manholes and connections to the lift station.
6. 2,200 feet of 6 inch diameter force main from the proposed lift station site to City's existing system along Wallis St., including air valves and isolation valves.

The Project will include the conventional design-bid-build delivery method.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

Upon execution of this Agreement, FNI shall:

1. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria.
2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
3. Prepare meeting agendas and minutes and attend the following meetings:
 - a. Attend one (1) meeting with utility providers needed for the project.
 - b. Attend two (2) workshops for review of milestone design submittals.
4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
5. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.

6. Deliverables include the following:
- a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly reporting
 - d. Monthly invoices

B. STUDY PHASE: Determine FM 359 water and wastewater system improvements needed to serve the each of the following three potential development scenarios:

- a. Texana, Fulshear Polo Ranch, and Waters
 - b. Texana, Fulshear Polo Ranch, Waters, and Hatcher/Pulte
 - c. Texana, Fulshear Polo Ranch, Waters, Hatcher/Pulte, and Fulshear Farms
1. Develop and distribute water demands and wastewater flows for the proposed developments based on information provided by the developers and/or City on the number of anticipated lots and development schedule. The projected wastewater flows will include a combination of peak wet weather flow served via gravity as well as lift station pumping.
 2. Utilize the hydraulic water and wastewater models developed as part of the City's *2018 Water and Wastewater Master Plan* to determine FM 359 water and wastewater improvements needed to serve each of the three development scenarios, including opinion of probable construction costs.
 3. For the Texana, Fulshear Polo Ranch, and Waters development scenario only, prepare a desktop pipeline alignment including delivery point locations, conflicts with existing infrastructure, land/easement costs (to be provided by Owner), environmental considerations, accessibility, proximity to power sources for lift stations, and permitting requirements.
 4. Prepare a draft technical memorandum documenting the improvements needed to serve each development scenario. Memorandum will also include the following for the Texana, Fulshear Polo Ranch, and Waters development scenario only: recommended pipeline route, facility locations, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and alternative solutions (where indicated) and setting forth FNI's findings and recommendations with opinions of probable construction costs for the Project, which includes estimates of contingencies and allowances for charges of professionals and consultants. Estimates of the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by Owner or others so designated by Owner. In arriving at its opinion of probable construction cost for the Project, FNI will include the estimates furnished by Owner and will have no responsibility to determine the accuracy or validity of these estimates. FNI will provide the City with one (1) electronic copy of the draft technical memorandum in PDF format.
 5. Attend one (1) meeting with the City to discuss the results and recommendations and to solicit comments on the draft technical memorandum.
 6. Update the draft technical memorandum based on comments received from City staff and prepare a final technical memorandum. FNI will provide the City with one (1) electronic copy of the final technical memorandum in PDF format.

7. Deliverables for the Study Phase include:
- a. Draft technical memorandum documenting the study
 - b. Final technical memorandum documenting the study
- C. FINAL DESIGN PHASE: After approval of the PDR and final pipeline alignment, FNI shall provide professional services in this phase as follows:
1. Prepare front end documents, including bid documents, general conditions, and special conditions for the construction and equipment packages, based upon FNI's standard documents. Meet with Owner to resolve review comments, and revise documents accordingly.
 2. Advise Owner of need for and recommend scope of additional Special Services, not already included in Article II of this Scope of Work. The cost of such additional Special Services shall be paid by Owner and are not included in the services performed by FNI.
 3. No permits are anticipated as a part of this project. If TxDOT or USACE permits are required it will be an additional service.
 4. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the facility sites to support the electric utilities site requirements, including site grading, roads, underground duct banks, and equipment pads if necessary.
 5. Prepare revised opinion of probable construction cost at the 60% and 90% submittals.
 6. 60 % Review: Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details, and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 90% Review.
 7. 90 % Review: Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner three (3) sets of copies of "Final" plans and specifications.
8. Deliverables for the Final Design Phase include:
- a. Front end documents for construction packages
 - b. Information to utility companies to acquire utility service (electric, telephone, water, wastewater, gas)

- c. OPCC at 60%, 90%, and Final submittals
- d. 60% submittal of Plans and Specifications
- e. 90% submittal of Plans and Specifications
- f. Final Plans and Specifications

D. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Submit electronic copies of plans, specifications and bidding documents to CIVCAST. Prospective bidders may download and print documents from CIVCAST, who will maintain plan holder list and post addenda. FNI will also list bid projects on the FNI website.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CIVCAST if necessary.
4. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
6. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
8. Deliverables for the Bid or Negotiation Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Tabulation of selection criteria for Proposers (CSP Only)
 - d. Recommendation of Award with tabulation of bids
 - e. Notice of award to selected bidder
 - f. Conformed contract documents for execution
 - g. Copies of conformed contract documents for Contractor and Owner

- E. **CONSTRUCTION PHASE:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits up to a total of three (3) appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. The work of coordinating testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project will be performed by the Owner or a third party representative.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

SPECIAL SERVICES: Special Services to be performed by FNI include the following:

A. ENVIRONMENTAL ASSESSMENT

1. The proposed pipelines are approximately 6,500 linear feet in total length and will extend from the existing Rogers Rd to the City's existing WW system along Wallis St. It is our understanding that Owner intends to design and construct all proposed facilities to meet the terms and conditions of Nationwide Permit (NWP) 12 – *Utility Line Activities*, without a pre-construction notification (PCN) and to avoid and minimize impacts to potential waters of the U.S. (WOTUS), to the extent practicable that could trigger notification to the U.S. Army Corps of Engineers (USACE). This

scope assumes that the Owner will acquire right of entry for all property along the proposed pipeline right-of-way (ROW).

- a. Desktop Evaluation – Prior to conducting a pedestrian survey of the proposed project, FNI environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), soils data within the limits of construction and proposed ROW, and information on the potential federally listed threatened and endangered (T&E) species in the project vicinity.
- b. Pedestrian Survey – FNI environmental scientists will conduct a pedestrian survey to make observations along the proposed pipeline alignment in order to document existing environmental conditions and assess potential project impacts. The pedestrian survey will be coordinated with the Owner and design engineers. The presence and locations of potential WOTUS, including wetlands, and federally listed T&E species habitat will be identified within the proposed ROW. FNI environmental scientists will utilize a handheld Global Positioning System (GPS) to delineate the boundaries of water crossings, including wetlands, streams, and ponds or impoundments, and will make a preliminary jurisdictional assessment of each waterbody. Note: only the USACE may make the final jurisdictional assessment of waterbodies. A wetland delineation is not included in this scope of services. The results of the pedestrian survey will be documented in a Technical Memorandum.
- c. Cultural Resources – Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. Once the limits of the channel improvements have been defined, ENGINEER will prepare a letter describing the project including maps and photos requesting their review. Any follow up studies or surveys required by the THC are not included in this scope of services.
- d. Additional Permitting Services – FNI will notify the Owner if any of the following additional environmental permitting services are required. Additional Services can be found under I. in Article II below.

B. TOPOGRAPHIC SURVEYING

1. Provide land surveying services in connection with the FM 359 Water and Wastewater Extension project as follows:
 - a. Locate and tie to existing City of Fulshear Monumentation Data
 - b. Control Survey along Route for use in Topographic Survey
 - c. Topographic Survey of proposed route, approximate length of 6,500 ft.
 - d. Abstracting to determine property ownership along route, including easements and other encumbrances such as lien holder that would need to sign easements.

- e. Locate enough boundary ties to be able to write easement descriptions and show topography in relation to boundaries and existing easements.
- f. Provide AutoCAD Civil 3D drawing of proposed route

C. EASEMENT DOCUMENT PREPARATION

1. Provide up to five (5) easement descriptions, including parcel maps.

D. GEOTECHNICAL INVESTIGATION

1. Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform geotechnical investigation services for the project. The following geotechnical services will be provided:

a. Field Exploration

(a) Select appropriate locations for exploratory borings within the vicinity of the proposed alignment.

(b) FNI will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.

(c) Four (4) borings have been assumed for this project.

- The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
- Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- The borings will be backfilled with auger cuttings upon completion of drilling and sampling.

b. Laboratory Testing

(a) Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.

(b) The Consultant will select samples for laboratory testing, assign tests, and review the test results.

(c) Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

- Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Unit dry weight
 - Unconfined compressive strength of soil and rock
 - One-dimensional swell (restrained and unrestrained)
 - One-dimensional consolidation
- c. Engineering Analysis and Reporting
- (a) The Consultant will perform the geotechnical engineering analysis and prepare technical memorandums for the construction contract summarizing the geotechnical investigation. The technical memorandum will include the following:
- Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - Subgrade treatment and preparation recommendations for roads.
 - Trenchless construction recommendations
 - General discussion of expected construction related issues.
 - Earthwork related recommendations for use during development of plans and specifications.
- (b) Submittals will include an electronic PDF copy of each technical memorandum.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- C. Providing renderings, model, and mock-ups requested by the Owner.
- D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

- E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- I. Conducting pilot plant studies or tests.
- J. Preparing Operation and Maintenance Manuals or conducting operator training.
- K. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- M. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- N. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).
- O. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- T. Services required to resolve bid protests or to rebid the projects for any reason.
- U. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- 60% Submittal – 90 days from NTP
- 90% Submittal – 30 days from receipt of comments on 60% Submittal
- Final Submittal – 30 days from receipt of comments on 90% Submittal

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer’s officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner’s representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner’s policies and decisions with respect to FNI’s services for the Project.
- C. Provide all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay all fees for permit applications.
- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative –

Owner's Accounting Representative –

FNI's Designated Representative – Jared Barber, P.E., 11200 Broadway Suite 2320, Pearland, Texas 77584;
Phone: (832) 456-4745; Fax (832) 456-4701; Email: jared.barber@freese.com

FNI's Accounting Representative – Kristina Isaac, 10497 Town and Country Way, Suite 600, Houston, Texas
77024; Phone: (713) 600-6860; Fax (713) 600-6801; Email: Kristina.isaac@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Hundred Fourteen Thousand Dollars (\$214,000.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	77	121
Professional 2	99	146
Professional 3	126	202
Professional 4	137	239
Professional 5	191	296
Professional 6	201	364
Construction Manager 1	80	159
Construction Manager 2	109	165
Construction Manager 3	156	186
Construction Manager 4	167	252
CAD Technician/Designer 1	61	117
CAD Technician/Designer 2	95	138
CAD Technician/Designer 3	112	183
Corporate Project Support 1	45	107
Corporate Project Support 2	64	150
Corporate Project Support 3	87	235
Intern / Coop	41	71

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.



These ranges and rates will be adjusted annually in February. Last updated February 2018.

340022018

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to The City of Fulshear, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall Owner nor FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI 
 Owner  111

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
14. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

15. **FUNDING.** The parties understand and acknowledge that the funding of this Agreement is contained in the Owner's annual budget and is subject to the approval of the Owner in each fiscal year. The parties further agree that should the governing body of the Owner fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the Owner fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the Owner and the Owner shall then have no further obligation to the other party.
16. **No Indemnification by Owner.** The parties expressly acknowledge that the Owner'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 Owner is invalid. Nothing in this Agreement requires that the Owner incur debt, assess or collect funds, or create a sinking fund.
17. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OWNER OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. OWNER RETAINS ALL GOVERNMENTAL IMMUNITIES.**



WBE | DBE
SBE | HUB
CERTIFIED

PROPOSAL FOR LAND SURVEYING SERVICES

February 12, 2019

Freese and Nichols, Inc.
11200 Broadway Street
Offices West, Suite 2320
Pearland, TX

Attn: Jared Barber, P.E.
Treatment, Transmission & Utilities - Southeast

Ref: Request for Proposal for Detail Topographic Survey for the City of Fulshear Proposed
FM 359 Water and Wastewater Utilities

Dear Mr. Barber:

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by Freese and Nichols, Inc. on February 8, 2019 which will consist of approximately 6,000 feet of FM 359, Wallis Street.

Grand Total Survey: (\$49,198.75)

SCOPE OF LAND SURVEYING SERVICES

- MBCO will research the Rights-of-Way of the above said roads, adjoining properties, and privately owned parcel/property and show them on the survey.
- MBCO will prepare a survey showing existing utilities, Right-of-Way and easements.
- MBCO will utilize "One Call" whenever surface signage indicates buried pipelines and coordinate with pipeline companies, municipal utility districts, and private utility companies to obtain location of existing utilities and, if provided, depths of existing pipelines and provide on drawings.
- MBCO will provide flowline elevations; sizes, material types and directions of pipes on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures and verify them with record documents.
- MBCO will set control points along the project corridors not exceeding 500 feet between control points and set at the beginning, end, street intersections, and angle points along the project corridors.
- MBCO will establish horizontal and vertical control relative to the North American Datum of 1983, Texas State Plane Coordinates (Zone 4204), and NAVD 88, Geoid 12B.
- MBCO will produce Survey Control Sheets for the project.



- MBCO will reference control points to the design baseline. Design baseline to be provided by Freese and Nichols, Inc.
- MBCO will show swing ties for all control points on Survey Control Sheets.
- MBCO will provide a design level survey that shall extend a minimum of 50 feet beyond the southwest Right-of-Way of FM 359 to the northeast Right-of-Way of FM 359 from Rogers Road to Wallis Street.
- MBCO will provide a design level survey from 10 feet outside of southern Right-of-Way to 10 feet outside of northern Right-of-Way for Wallis Street from the intersection of FM 359 then along Wallis Street for approximately 2,800 feet.
- MBCO will provide a design level survey for area designated as proposed lift station. Refer to Attachment A for location.
- MBCO will provide a design level survey for all existing surface features and properly identified. Features to include but not limited to edge of roadway, centerline, buildings, fences, walls, trees, tree drip lines, sidewalks, driveways and driveway curbs, power poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc.
- MBCO will provide natural ground data at each right of way line.
- MBCO will provide width and material of road and only depth if information is provided to us by an outside source.
- No bridges or grade separations will be included in this proposal. If requested by client, a separate contract will be required.
- **Scope of Survey Services not to include the area shown in Attachment B.**
- MBCO will provide Easement Exhibits and Metes and Bounds Descriptions for 5 properties.

DELIVERABLES:

- MBCO will provide survey control map for project limits; as well as provide survey control maps with site control points/monuments; temporary baseline coordinate at key points at every 1,000 feet and temporary bench marks.
- A Point File in the standard ASCII (P, N, E, Z, D) format.
- 2017 AutoCAD (.dwg) file of the project survey per Freese and Nichols CAD Standards.
- Digital Terrain Model, surface Triangular Irregular Network in computer 2017 AutoCAD format.

SCHEDULE:

MBCO will complete the above described tasks within sixty (60) calendar days from when we receive the Notice to Proceed.



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COMPENSATION:

The estimated cost for the above described professional services shall be a **Lump Sum** fee and billed at a percentage basis at the end of every month during the duration of the project.

Total Fee of all Tasks \$49,198.75.

This cost proposal is valid for 30 days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions you may reach me at dave.brister@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

David Powell Brister, RPLS



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Acceptance: If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and return two originals. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

BY: Jack Harper *jh*

DATE: 3/22/19

NAME: Jack Harper

TITLE: City Manager

ADDRESS: PO Box 279
Fulshear, TX 77441

MBCO ENGINEERING, LLC.
"SURVEYOR"

BY: _____

DATE: _____

NAME: _____

TITLE: _____

ADDRESS: 1505 Highway 6 South, Suite 180
Houston, TX 77077

**EXHIBIT D
Fee Schedule**

MBCO ENGINEERING, LLC
2-12-2019 City of Fuquhar Water and Waste Water

TASK DESCRIPTION	SURVEY PROJECT MANAGER	RPLS	SURVEY TECHNICIAN	SURVEY TECHNICIAN - GPS, SIT	2-MAN SURVEY CREW	3-MAN SURVEY CREW	ABSTRACTOR SET FEE	ADMIN/ CLERICAL	TOTAL HRS	TOTAL LABOR HRS & COSTS
Control										
Selling Control and level Loop	1	2	10	10		25			38	\$ 5,810.00
Survey Control Maps	0.5	1	10	5					16.5	\$ 1,780.00
										\$ -
										\$ -
										\$ -
HOURS SUB-TOTALS	1.5	3	10	15	0	25	0	0	54.5	\$ 54.5
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 80.00	\$ 55.00		\$ 7,950.00
TOTAL LABOR COSTS	\$225.00	\$465.00	\$1,000.00	\$1,650.00	\$0.00	\$4,250.00	\$0.00	\$0.00		\$ 7,950.00
% DISTRIBUTION OF STAFF HOURS	2.8%	5.5%	13.3%	27.5%	0.0%	45.9%	0.0%	0.0%		
SUBTOTAL Task	\$225.00	\$465.00	\$1,000.00	\$1,650.00	\$0.00	\$4,250.00	\$0.00	\$0.00		\$ 7,950.00
Topography										
Right of Entry (20 properties)	3	8	50	5		75		8	8	\$ 440.00
Topography			10	5		5			141	\$ 18,950.00
Utility Location									20	\$ 2,400.00
HOURS SUB-TOTALS	3	8	60	10	0	80	0	0	161	\$ 161
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 140.00	\$ 170.00	\$ 80.00	\$ 55.00		\$22,830.00
TOTAL LABOR COSTS	\$450.00	\$1,240.00	\$6,000.00	\$1,100.00	\$0.00	\$13,600.00	\$0.00	\$0.00		\$22,830.00
% DISTRIBUTION OF STAFF HOURS	1.9%	5.0%	37.3%	6.2%	0.0%	49.7%	0.0%	0.0%		
SUBTOTAL Task	\$450.00	\$1,240.00	\$6,000.00	\$1,100.00	\$0.00	\$13,600.00	\$0.00	\$0.00		\$ 22,830.00
Right of Way										
Right of Way and Property Delineation	2	2	30	10		30			74	\$ 9,810.00
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
HOURS SUB-TOTALS	2	2	30	10	0	30	0	0	74	\$ 74
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 80.00	\$ 55.00		\$ 9,810.00
TOTAL LABOR COSTS	\$300.00	\$310.00	\$3,000.00	\$1,100.00	\$0.00	\$5,100.00	\$0.00	\$0.00		\$ 9,810.00
% DISTRIBUTION OF STAFF HOURS	2.7%	2.7%	40.6%	13.5%	0.0%	40.5%	0.0%	0.0%		
SUBTOTAL Task	\$300.00	\$310.00	\$3,000.00	\$1,100.00	\$0.00	\$5,100.00	\$0.00	\$0.00		\$ 9,810.00
Easements										
Easement Exhibit and Metes and Bounds Description (5 properties)	0.5	2.5	30	10		10				\$ 6,262.50
Title Certificates for 5 properties										\$ 2,705.25
\$341.25 per certificate										\$ -
HOURS SUB-TOTALS	0.5	2.5	30	10	0	10	0	0	0	\$3
CONTRACT RATE PER HOUR	\$ 150.00	\$ 155.00	\$ 100.00	\$ 110.00	\$ 145.00	\$ 170.00	\$ 80.00	\$ 55.00		\$ 8,968.75
TOTAL LABOR COSTS	\$75.00	\$387.50	\$3,000.00	\$1,100.00	\$0.00	\$1,700.00	\$0.00	\$0.00		\$ 8,968.75
% DISTRIBUTION OF STAFF HOURS	0.9%	4.7%	56.6%	18.9%	0.0%	18.9%	0.0%	0.0%		
SUBTOTAL Task	\$75.00	\$387.50	\$3,000.00	\$1,100.00	\$0.00	\$1,700.00	\$0.00	\$0.00		\$ 8,968.75
Task Description	Number of Days	Rate	Number of People/Or Rooms	Per Item Rate	Number of Items	Number of Items	Number of Items	Number of Items	Total Cost	
									\$ -	
									\$ -	
									\$ -	
									\$ -	
Project Totals										\$ 49,198.75

ATTACHMENT A

ation HW_WW_PLANNING\Deliverables\13_Proposal_Exhibit_for_KLCN\Figure_X\Proposed_FM359...
 Date Wednesday, January 16, 2019 12:28:29 PM
 Name 82595



Need to survey the first 50 ft outside of ROW on the southwest side of 359 and to the ROW line of 359 on the north east side of 359 in this area

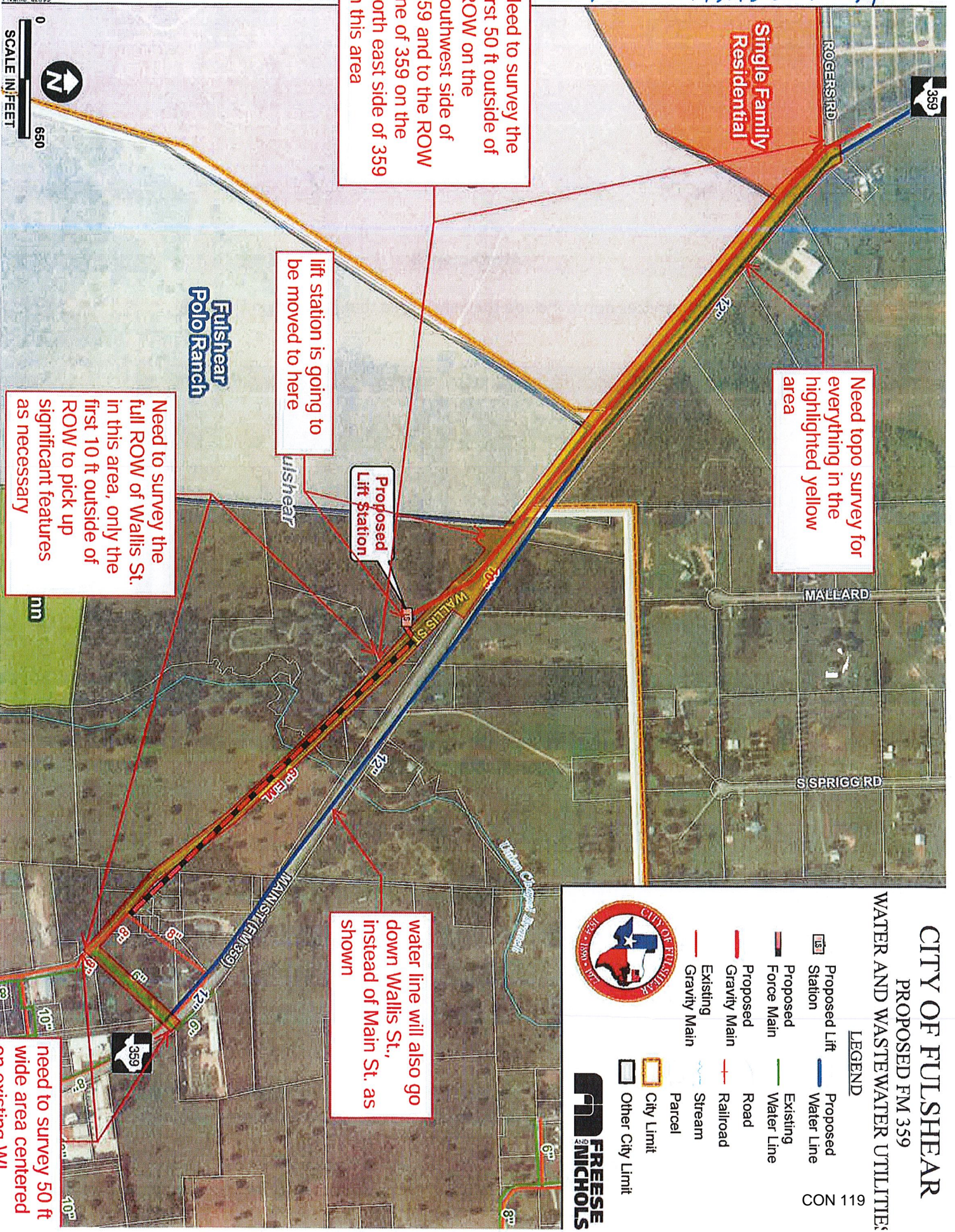
Need topo survey for everything in the highlighted yellow area

Lift station is going to be moved to here

Need to survey the full ROW of Wallis St. in this area, only the first 10 ft outside of ROW to pick up significant features as necessary

Water line will also go down Wallis St., instead of Main St. as shown

need to survey 50 ft wide area centered on existing WVI



CITY OF FULSHEAR

PROPOSED FM 359

WATER AND WASTEWATER UTILITIES

CON 119

LEGEND

- Proposed Lift Station
- Proposed Water Line
- Proposed Force Main
- Proposed Gravity Main
- Existing Gravity Main
- Proposed Water Line
- Existing Water Line
- Road
- Railroad
- Stream
- Parcel
- City Limit
- Other City Limit

Attachment B

Scope of services not to include the below area that is shown in Exhibit A



February 12, 2019
Proposal No. 700906001

Mr. Jared Barber, PE
Freese & Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, Texas 77024

Subject: Proposal to Perform Geotechnical Evaluation
Fulshear FM 359 Water and Wastewater Utilities
FM 359 and Wallis Street
Fulshear, Texas

Dear Mr. Barber:

As requested, Ninyo & Moore is pleased to submit this proposal to perform a geotechnical evaluation for the subject project. This proposal is based on the information that we received from your office and outlines our scope of services, lump sum fee, and anticipated schedule for this phase of work.

SITE AND PROJECT DESCRIPTION

The City of Fulshear, Texas plans to construct new water and wastewater facilities along Wallis Street and FM 359. The proposed construction consists of a 12-inch water line, a 10-inch gravity sanitary sewer main, a 6-inch force main, and a lift station.

The proposed water line will extend about 3,200 lineal feet (lf) along the south side of FM 359 from Rogers Road to Wallis Street and then about 2,800 lf along the east side of Wallis Street to about 450 feet north of 5th Street, for a total length of about 6,000 lf. The gravity main will extend about 2,800 lf along the south side of FM 359 from Rogers Road to a new lift station near the intersection of FM 359 and Wallis Street. We understand the lift station will be about 20 feet deep or less. The force main will extend for about 2,700 lf along the west side of Wallis Street from the lift station to connect with an existing gravity line. We understand the lines will generally be constructed using trenchless methods where they cross Union Chapel Branch.

SCOPE OF SERVICES

The scope of services we will perform for this phase of the project is outlined below:

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.

- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- As you requested, we will drill four exploratory borings along the planned alignment. One of the borings will extend to a depth of about 35 feet below the ground surface (bgs) for the planned lift station. One boring will extend to about 25 feet bgs at the crossing of Union Chapel Branch. The remaining two borings will extend to about 15 feet bgs each.
- Collect geotechnical soil samples continuously through any fill or to a depth of 10 feet bgs (whichever is deeper) and at 5-foot intervals thereafter. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 wash, Atterberg limits, and strength testing.
- Prepare a geotechnical report presenting the results of our evaluation, geotechnical considerations, and geotechnical design parameters. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas. The report will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Vicinity map and boring plan;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Excavation characteristics of on-site soils;
 - Earthwork considerations;
 - Potential for re-use of on-site soils;
 - Recommendations for trenchless installation; and
 - Lift station design parameters, including bearing capacity and uplift resistance.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to truck or ATV-mounted drilling equipment and site access will be granted.
- Fieldwork can be accomplished during normal business hours (Monday through Friday, 8:00AM to 5:00PM).
- The boreholes can be backfilled with soil cuttings from the drilling operations and pavement patched with like materials.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. Ninyo & Moore will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.

- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

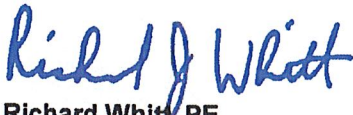
We are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a report within about four weeks after fieldwork is completed.

FEE

We propose to perform the work scope described above for a lump sum fee of \$8,600 (Eight Thousand Six Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

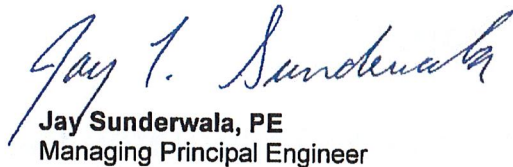
If this proposal meets with your approval, please provide a Work Authorization in accordance with our Master Agreement. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Richard Whitt, PE
Senior Engineer

RJW/JTS/ljs



Jay Sunderwala, PE
Managing Principal Engineer

Distribution: (1) Addressee (via email)

Engineering services to provide electrical and control system design services for a new duplex lift station at City of Fulshear.

February 12, 2019

Prepared For

Jared Barber, PE
Project Manager
Transmission & Utilities - Southeast

Freese and Nichols, Inc.
11200 Broadway Street
Offices West, Suite 2320
Pearland, Tx 77584

From

Gupta & Associates Inc. | Houston
7322 Southwest Freeway Suite 410
Houston, TX 77074
Hoss Forouzan, PE
Senior Vice President, Houston
713-636-2936 Office
832-331-9690 Cell

City of Fulshear Duplex Lift Station

The proposal is developed per our understanding, discussion, and scope of work provided per your email using Flygt pump package provided by Hahn equipment.

A. Scope of Work

GAI will provide professional engineering services to utilize a duplex pump package provided by Hahn Equipment. The panel will be a standard enclosure with all electrical and control component using multismart pump controller with submersible transmitter as primary sensing device and float as back up or high level override:

1. Service will be 480V 3-phase, 4 wire system, GAI will be coordinating with CPE for availability of service at the location. If 480V service is not available, then 240V 3pphase service will be used.
2. GAI will be coordinating with Hahn equipment for obtaining the latest documentation required for a duplex pump package to be used.
3. The design shall include manual transfer switch for portable generator connection in an emergency event.
4. There will be no SCADA system, but auto dialer will be provided to notify maintenance via cell phone text for voice massage with power outage, high level or pump failure alarms.

B. Engineering Services

The engineering services include electrical and control system preparation and development:

1. Prepare design document including drawings and specifications development per City of Fulshear and Freese and Nichol requirements.
2. Provide 60%, 90% and final drawings and specifications and construction cost estimate
3. Design services will include the electrical site plan, one-line diagram showing the load calculation, pump sizes and required electrical elevation and control schematics.
4. Developing specifications for a construction bid document and associated construction costs.
5. GAI will submit drawings and specification in PDF for 60%, 90% and 100% electronics per Freese and Nichol required format and quantities.

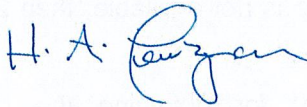
**City of Fulshear
Duplex Lift Station**

C. Engineering Services Fees

1.	Phase II	\$20,000
2.	Phase III	\$03,500
Total		\$23,500

Thank you for the opportunity to work with you on this project.

Sincerely



Hoss Forouzan, P.E.
Senior Vice President

PROJECT NAME: FM 359 Water and
Wastewater Extension
TO: Sharon Valiante
FROM: Jared Barber, P.E.

PROJECT NO.: FSR19205
TIME PERIOD COVERED: May 2019
DATE: June 11, 2019

PROJECT UPDATES:

- Geotech Report Completed
- Additional survey and easements prepared north of Rogers Rd.
- Coordinated with City and Developers engineer on easement width along FM 359. Easements to be revised to 25' permanent and 5' temporary.
- FNI presented update on the project to City Council on 5/28/19
- FNI has initiated electrical engineer to begin electrical design now that the plan for the lift station has been solidified.
- FNI and City agreed to include extension of the proposed force main all the way to the WWTP as a bid alternate
- Final pipe sizing determined

PROJECT SCHEDULE, TASKS AND DELIVERABLES:

- Design Complete – July 2019
- Bid Phase – August 2019
- Construction Phase – Beginning September 2019

UPCOMING ACTIVITIES:

- FNI will provide an amendment for the additional infrastructure to the WWTP for the City's review
- 90% Design QC – June 24, 2019

ISSUES:

- None

ACTION ITEMS:

- None

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

AGENDA OF:	June 16, 2019	AGENDA ITEMS:	CON- I
DATE SUBMITTED:	July 3, 2019	DEPARTMENT	Public Works
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	CONSENT AND APPROVAL TO ACCEPT INFRASTRUCTURE FROM MUD 174 FOR THE UTILITY CONVEYANCES AND SECURITY AGREEMENTS AND THE STREET DEDICATIONS FOR POLO RANCH SECTIONS 2 AND 3		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Utility Agreement and Conveyance – MUD 174 Polo Ranch Sect 2 2. Utility Conveyance and Security Agreement- MUD 174 Polo Ranch Sect 3 3. Street Dedication - Polo Ranch Sect 2 4. Street Dedication - Polo Ranch Sect 3 5. City Engineer’s Statement of Recommendation 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
FUNDING ACCOUNT:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The District, MUD No. 174, is submitting for consideration Utility Conveyances and Security Agreements, and Street Dedications for:

Polo Ranch Section 2; the infrastructure is valued at:

1. Storm Sewer System – Total Costs: \$425,000
2. Water System – Total Costs: \$132,900(no facilities in this section)
3. Sanitary Sewer System – Total Costs: \$171,900 (no facilities in this section)
4. Paving – Total Costs: \$494,400

Polo Ranch Section 3; the infrastructure is valued at:

- | | |
|-----------------------------------------|-------------------------------------------|
| 1. Storm Sewer System – Total Costs: | \$305,300 |
| 2. Water System – Total Costs: | \$140,600 (no facilities in this section) |
| 3. Sanitary Sewer System – Total Costs: | \$180,900 (no facilities in this section) |
| 5. Paving – Total Costs: | \$571,000 |

The infrastructure has been constructed in accordance with the plans prepared by BGE, Inc. and are complete and in place. The City Engineer has approved the infrastructure for conveyance to the City.

Note: The Development Agreement requires a one-year maintenance bond be in place at time of infrastructure acceptance by City Council. Sections 2 utilities (Sanitary Sewer) and 3 paving (streets) will have a 2-year maintenance bond in place because of some construction related issues that were corrected with an approved repair procedure.

RECOMMENDATION

Staff recommends that council accept the infrastructure constructed and completed for the District and authorize the Mayor to execute the Utility Conveyances and Security Agreements, and the Street Dedications for Polo Ranch Sections 2 and 3.

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Fort Bend County Municipal Utility District No. 174 (the "District") has constructed certain improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the District's boundaries and the boundaries of the City of Fulshear, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, those certain facilities described as follows:

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Polo Ranch, Section 2 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Crostex Construction, Inc. ("Contractor") dated November 15, 2018, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"). Some or all of the Facilities are located within or near the land shown on the plat for Polo Ranch, Section 2 that is recorded under Plat No. 20190057 in the Plat Records of Fort Bend County, Texas.

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

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

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

The District hereby reserves the full capacity of the Facilities.

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

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

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

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, as President, of the Board of Directors of Fort Bend County Municipal Utility District No. 174, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

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

CITY OF FULSHEAR, TEXAS

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Fort Bend County Municipal Utility District No. 174 (the “District”) has constructed certain improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the District’s boundaries and the boundaries of the City of Fulshear, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns, those certain facilities described as follows:

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Polo Ranch, Section 3 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract (“Construction Contract”) between the District and Dimas Bros. Construction (“Contractor”) dated November 28, 2018, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the “Facilities”). Some or all of the Facilities are located within or near the land shown on the plat for Polo Ranch, Section 2 that is recorded under Plat No. 20190079 in the Plat Records of Fort Bend County, Texas.

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

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

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

The District hereby reserves the full capacity of the Facilities.

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

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

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

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, as President, of the Board of Directors of Fort Bend County Municipal Utility District No. 174, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

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

CITY OF FULSHEAR, TEXAS

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

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

STREET ACCEPTANCE

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

WHEREAS, a plat for Polo Ranch Section 2 has been recorded under Plat No. 20190057 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

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

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

CITY OF FULSHEAR, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

STREET ACCEPTANCE

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

WHEREAS, a plat for Polo Ranch Section 3 has been recorded under Plat No. 20190079 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

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

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

CITY OF FULSHEAR, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)