



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

May 18, 2021

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, May 18, 2021 AT 5:30 PM** IN IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

Incidental Meeting Notice: A quorum of the City of Fulshear City Council, Planning and Zoning Commission, City of Fulshear Development Corporation (Type A), Fulshear Development Corporation (Type B), Parks and Recreation Commission, Historic Preservation and Museum Commission, Zoning Board of Adjustment, or any or all of these, may be in attendance at the meeting specified in the foregoing notice, which attendance may constitute a meeting of such governmental body or bodies as defined by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

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

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

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

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

IV. BUSINESS

- A. CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT FOR THE 2016 CDBG GLO-DR LEA AND PENN LANE ROADSIDE DITCH IMPROVEMENTS**
- B. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION 2021-518 CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 AS OUTLINED IN THE AMENDED PETITION FOR CONSENT TO CREATE THE FORT BEND COUNTY MUD NO. 245**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE NORTH FORT BEND WATER AUTHORITY RESOLUTION NO. 2021-517, A RESOLUTION FOR FEBRUARY 2021 FEE ADJUSTMENT CREDIT**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DOWNTOWN STREETSCAPE PLAN**
- E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR AND CCR WEST, INC. AND FULSHEAR FF TEXAS HOLDINGS, L.P.**

V. ADJOURNMENT

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-346-1796 FOR FURTHER INFORMATION.

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY

THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON IN PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF:	5/18/2021	ITEMS:	IV.A.
DATE SUBMITTED:	5/6/2021	DEPARTMENT:	Public Works
PREPARED BY:	Kayla Villagomez	PRESENTER:	Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT FOR THE 2016 CDBG
GLO-DR LEA AND PENN LANE ROADSIDE DITCH IMPROVEMENTS

Expenditure Required: \$201,147.50

Amount Budgeted: \$416,000

Funding Account: 300-000-5831-05 (Project D20E)

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The Public Works Department has budget in its capital projects budget for FY21 to perform ditch improvements along Lea Drive and Penn Lane.

Funds are budgeted in line item 300-000-5831-05 Lea/Penn Lane Area Drainage Improvements. Expenses for design, grant administration, and project management are being paid from this budget. The original funding was provided by a grant from the Texas General Land Office.

An Invitation for Bids and Specifications were prepared by Costello, Inc. consulting engineers. The bid was publicly advertised bid #2021-062 with bids received and opened on May 5th. Seven bidders responded:

DL Glover, Inc.
Reliance Construction Services, LP
AAA Asphalt Paving
RAC Industries, LLC
Wadecon, LLC
Vera Industries, LLC
TLC Construction Contract Services

A bid tabulation is attached. The lowest bid meeting specifications was from DL Glover, Inc. of Houston in the amount of \$201,147.50. The consulting engineer has reviewed the bids and references, and has submitted a letter of recommendation on the bid from DL Glover, Inc. Construction time is sixty (60) after the notice proceed is issued.

Costello, Inc, reviewed all bids and provides a strong recommendation for DL Glover. DL Glover has similar project experience including ditch regrading and culvert resets for the City of Houston. Their references indicate work performance to be timely and efficient.

City Staff and Costello, Inc. will be available to answer any questions regarding this project.

RECOMMENDATION

Staff recommends Council award a contract to DL Glover, Inc. in the amount of \$201,147.50 for the construction of the 2016 CDBG GLO-DR Lea and Penn Lane Roadside Ditch Improvements.

ATTACHMENTS:

Description	Upload Date	Type
Bid Tab 2021-062	5/7/2021	Backup Material
Award Letter	5/10/2021	Backup Material
GLO Detailed Bid Tab	5/10/2021	Exhibit

Bid Tabulation
IFB #2021-062
2016 CDBG GLO-DR LEA AND PENN LANE ROADSIDE DITCH IMPROVMENTS

Name of Bidding Firm	Total General Bid Items	Total Supplemental Bid Items	Total Amount Bid
DL Glover, Inc.	\$ 189,647.50	\$ 11,500.00	\$ 201,147.50
Reliance Construction Services, LP	\$ 195,599.27	\$ 11,500.00	\$ 207,099.27
AAA Asphalt Paving	\$ 206,523.00	\$ 11,500.00	\$ 218,023.00
RAC Industries, LLC	\$ 214,395.00	\$ 11,500.00	\$ 225,895.00
Wadecon, LLC	\$ 234,330.00	\$ 11,500.00	\$ 245,830.00
Vera Industries, LLC	\$ 288,932.19	\$ 11,500.00	\$ 300,432.19
TLC Construction Contract Services	\$ 454,418.55	\$ 11,500.00	\$ 465,918.55



May 10, 2021

Ms. Sharon Valiante
Public Works Director
City of Fulshear
30603 FM 1093 West
Fulshear, TX 77441

RE: Bid Tabulation and Engineer's Recommendation of Award
2016 CDBG GLO-DR Lea and Penn Lane Roadside Ditch Improvements

Dear Ms. Valiante:

Costello, Inc. has evaluated the seven (7) bids received on May 5, 2021, for the above referenced project. The name of the bidders and bid amounts received are as follows:

- | | |
|---|--------------|
| 1. DL Glover, Inc. | \$201,147.50 |
| 2. Reliance Construction Services, L.P. | \$207,099.27 |
| 3. AAA Asphalt Paving Inc. | \$218,023.00 |
| 4. RAC Industries, LLC | \$225,895.00 |
| 5. WadeCon, LLC | \$245,830.00 |
| 6. Vera Industries, LLC | \$300,432.19 |
| 7. TLC Construction Contract Services, Inc. | \$465,918.55 |

Costello has reviewed the bids and feels the bid prices are appropriate for the work involved. DL Glover, Inc. is the apparent low bidder. DL Glover, Inc. submitted a statement of qualifications with similar project experience including the removal/replacement of culvert and driveways along with ditch regrading. A check of their references has indicated they have performed work in a timely and efficient manner with projects completed within budget. Therefore, we recommend that the City award the contract on the low bid of \$201,147.50 submitted by DL Glover, Inc.

If you have any questions or require further information, please contact me at 713-783-7788.

Sincerely,
Costello, Inc.

A handwritten signature in blue ink, appearing to read "Joshua Netardus".

Joshua Netardus P.E.
Project Manager

2016 CDBG GLO-DR LEA AND PENN ROADSIDE DITCH IMPROVEMENTS

DL Glover, Inc. Reliance Construction Services, L.P. AAA Asphalt Paving Inc RAC Industries, LLC WadeCon, LLC

BID TAB

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL BID ITEMS													
1	Mobilization, Insurance and Bonds	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control Plan	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
3	Remove and Dispose of Existing Pavement, including Base Materials, Complete in Place	SY	22	\$ 25.00	\$ 550.00	\$ 9.00	\$ 198.00	\$ 105.00	\$ 2,310.00	\$ 5.00	\$ 110.00	\$ 50.00	\$ 1,100.00
4	Remove and Dispose of Existing Driveways (All Thickness, All Material), Complete in Place	SY	899	\$ 13.00	\$ 11,687.00	\$ 9.00	\$ 8,091.00	\$ 12.00	\$ 10,788.00	\$ 5.00	\$ 4,495.00	\$ 10.00	\$ 8,990.00
5	Remove and Dispose Existing Culverts 24" and Smaller including SETs, Complete in Place	LF	477	\$ 7.00	\$ 3,339.00	\$ 34.00	\$ 16,218.00	\$ 17.00	\$ 8,109.00	\$ 26.00	\$ 12,402.00	\$ 20.00	\$ 9,540.00
6	Roadside Ditch Re-Grading, Complete in Place	LF	5301	\$ 12.00	\$ 63,612.00	\$ 17.20	\$ 91,177.20	\$ 12.00	\$ 63,612.00	\$ 18.00	\$ 95,418.00	\$ 15.00	\$ 79,515.00
7	18-inch Diameter HDPE Culverts, Complete in Place	LF	300	\$ 62.00	\$ 18,600.00	\$ 49.64	\$ 14,892.00	\$ 65.00	\$ 19,500.00	\$ 55.00	\$ 16,500.00	\$ 90.00	\$ 27,000.00
8	24-inch Diameter HDPE Culverts, Complete in Place	LF	151	\$ 100.00	\$ 15,100.00	\$ 60.57	\$ 9,146.07	\$ 75.00	\$ 11,325.00	\$ 65.00	\$ 9,815.00	\$ 100.00	\$ 15,100.00
9	Remove and Replace 2" Thick Type "D" HMAC Road, Complete in Place	SY	22	\$ 300.00	\$ 6,600.00	\$ 50.00	\$ 1,100.00	\$ 320.00	\$ 7,040.00	\$ 125.00	\$ 2,750.00	\$ 50.00	\$ 1,100.00
10	Prime Coat, Complete in Place	GAL	50	\$ 15.00	\$ 750.00	\$ 1.00	\$ 50.00	\$ 5.00	\$ 250.00	\$ 80.00	\$ 4,000.00	\$ 5.00	\$ 250.00
11	6" Thick Concrete Driveway, Complete in Place	SY	133	\$ 68.00	\$ 9,044.00	\$ 50.00	\$ 6,650.00	\$ 120.00	\$ 15,960.00	\$ 50.00	\$ 6,650.00	\$ 90.00	\$ 11,970.00
12	2" Thick Type "D" HMAC Driveway, Complete in Place	SY	143	\$ 30.00	\$ 4,290.00	\$ 50.00	\$ 7,150.00	\$ 36.00	\$ 5,148.00	\$ 20.00	\$ 2,860.00	\$ 50.00	\$ 7,150.00
13	Crushed Limestone/Concrete Driveway, Complete in Place	SY	541	\$ 24.00	\$ 12,984.00	\$ 10.00	\$ 5,410.00	\$ 19.00	\$ 10,279.00	\$ 15.00	\$ 8,115.00	\$ 30.00	\$ 16,230.00
14	Install, Maintain, and Remove Temporary Driveway - Crushed Limestone/Concrete, Complete in Place	EA	18	\$ 265.00	\$ 4,770.00	\$ 460.00	\$ 8,280.00	\$ 800.00	\$ 14,400.00	\$ 500.00	\$ 9,000.00	\$ 100.00	\$ 1,800.00
15	ROW Preparation	LS	1	\$ 2,650.00	\$ 2,650.00	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
16	Hydromulch Seeding	AC	2.39	\$ 1,850.00	\$ 4,421.50	\$ 800.00	\$ 1,912.00	\$ 1,800.00	\$ 4,302.00	\$ 2,000.00	\$ 4,780.00	\$ 1,500.00	\$ 3,585.00
17	Reinforced Filter Fabric Fence	LF	500	\$ 2.50	\$ 1,250.00	\$ 0.25	\$ 125.00	\$ 2.00	\$ 1,000.00	\$ 2.00	\$ 1,000.00	\$ 2.00	\$ 1,000.00
18	TCEQ Notice Filing Fee	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL GENERAL BID ITEMS:					\$ 189,647.50		\$ 195,599.27		\$ 206,523.00		\$ 214,395.00		\$ 234,330.00

2016 CDBG GLO-DR LEA AND PENN ROADSIDE DITCH IMPROVEMENTS

DL Glover, Inc. Reliance Construction Services, L.P. AAA Asphalt Paving Inc RAC Industries, LLC WadeCon, LLC

BID TAB

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SUPPLEMENTAL ITEMS													
19	Extra Hand Excavation	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
20	Extra Machine Excavation	CY	100	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00
21	Extra Placement of Backfill Material	CY	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
22	Extra Cement-Stabilized Sand	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
23	Extra Solid Sod (at Project Manager's direction)	SY	300	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00
24	Extra Select Fill	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
TOTAL SUPPLEMENTAL BID ITEMS:					\$ 11,500.00		\$ 11,500.00		\$ 11,500.00		\$ 11,500.00		\$ 11,500.00

TOTAL GENERAL BID ITEMS (1-18):	\$ 189,647.50	\$ 195,599.27	\$ 206,523.00	\$ 214,395.00	\$ 234,330.00
TOTAL SUPPLEMENTAL ITEMS (19-24):	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
TOTAL AMOUNT BID:	\$ 201,147.50	\$ 207,099.27	\$ 218,023.00	\$ 225,895.00	\$ 245,830.00

Notes

Denotes Error in Bid Tabulation

BID TAB

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL BID ITEMS											
1	Mobilization, Insurance and Bonds	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control Plan	LS	1	\$ 3,219.00	\$ 3,219.00	\$ 19,740.00	\$ 19,740.00	\$ 3,366.67	\$ 3,366.67	\$ 5,000.00	\$ 5,000.00
3	Remove and Dispose of Existing Pavement, including Base Materials, Complete in Place	SY	22	\$ 223.50	\$ 4,917.00	\$ 59.00	\$ 1,298.00	\$ 46.33	\$ 1,019.33	\$ 15.00	\$ 330.00
4	Remove and Dispose of Existing Driveways (All Thickness, All Material), Complete in Place	SY	899	\$ 19.00	\$ 17,081.00	\$ 40.00	\$ 35,960.00	\$ 11.33	\$ 10,188.67	\$ 10.00	\$ 8,990.00
5	Remove and Dispose Existing Culverts 24" and Smaller including SETs, Complete in Place	LF	477	\$ 11.00	\$ 5,247.00	\$ 45.00	\$ 21,465.00	\$ 19.33	\$ 9,222.00	\$ 15.00	\$ 7,155.00
6	Roadside Ditch Re-Grading, Complete in Place	LF	5301	\$ 11.00	\$ 58,311.00	\$ 21.00	\$ 111,321.00	\$ 13.73	\$ 72,800.40	\$ 10.00	\$ 53,010.00
7	18-inch Diameter HDPE Culverts, Complete in Place	LF	300	\$ 86.00	\$ 25,800.00	\$ 135.00	\$ 40,500.00	\$ 58.88	\$ 17,664.00	\$ 45.00	\$ 13,500.00
8	24-inch Diameter HDPE Culverts, Complete in Place	LF	151	\$ 122.50	\$ 18,497.50	\$ 225.00	\$ 33,975.00	\$ 78.52	\$ 11,857.02	\$ 60.00	\$ 9,060.00
9	Remove and Replace 2" Thick Type "D" HMAC Road, Complete in Place	SY	22	\$ 70.50	\$ 1,551.00	\$ 235.00	\$ 5,170.00	\$ 223.33	\$ 4,913.33	\$ 35.00	\$ 770.00
10	Prime Coat, Complete in Place	GAL	50	\$ 112.00	\$ 5,600.00	\$ 30.00	\$ 1,500.00	\$ 7.00	\$ 350.00	\$ 3.00	\$ 150.00
11	6" Thick Concrete Driveway, Complete in Place	SY	133	\$ 212.00	\$ 28,196.00	\$ 170.00	\$ 22,610.00	\$ 79.33	\$ 10,551.33	\$ 65.00	\$ 8,645.00
12	2" Thick Type "D" HMAC Driveway, Complete in Place	SY	143	\$ 89.50	\$ 12,798.50	\$ 59.00	\$ 8,437.00	\$ 38.67	\$ 5,529.33	\$ 25.00	\$ 3,575.00
13	Crushed Limestone/Concrete Driveway, Complete in Place	SY	541	\$ 44.50	\$ 24,074.50	\$ 38.00	\$ 20,558.00	\$ 17.67	\$ 9,557.67	\$ 50.00	\$ 27,050.00
14	Install, Maintain, and Remove Temporary Driveway - Crushed Limestone/Concrete, Complete in Place	EA	18	\$ 2,236.00	\$ 40,248.00	\$ 1,500.00	\$ 27,000.00	\$ 508.33	\$ 9,150.00	\$ 2,500.00	\$ 45,000.00
15	ROW Preparation	LS	1	\$ 6,706.00	\$ 6,706.00	\$ 68,000.00	\$ 68,000.00	\$ 1,750.00	\$ 1,750.00	\$ 7,500.00	\$ 7,500.00
16	Hydromulch Seeding	AC	2.39	\$ 4,471.00	\$ 10,685.69	\$ 4,345.00	\$ 10,384.55	\$ 1,483.33	\$ 3,545.17	\$ 3,500.00	\$ 8,365.00
17	Reinforced Filter Fabric Fence	LF	500	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00	\$ 1.58	\$ 791.67	\$ 2.50	\$ 1,250.00
18	TCEQ Notice Filing Fee	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL GENERAL BID ITEMS:				\$ 288,932.19	\$ 454,418.55	\$ 197,256.59	\$ 224,350.00				

BID TAB

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SUPPLEMENTAL ITEMS											
19	Extra Hand Excavation	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
20	Extra Machine Excavation	CY	100	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00
21	Extra Placement of Backfill Material	CY	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
22	Extra Cement-Stabilized Sand	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
23	Extra Solid Sod (at Project Manager's direction)	SY	300	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00
24	Extra Select Fill	CY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
TOTAL SUPPLEMENTAL BID ITEMS:					\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00

TOTAL GENERAL BID ITEMS (1-18):	\$ 288,932.19	\$ 454,418.55	\$ 197,256.59	\$ 224,350.00
TOTAL SUPPLEMENTAL ITEMS (19-24):	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
TOTAL AMOUNT BID:	\$ 300,432.19	\$ 465,918.55	\$ 208,756.59	\$ 235,850.00

Notes
 Denotes Error in Bid Tabulation

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

AGENDA OF: 5/18/2021 **ITEMS:** IV.B.
DATE SUBMITTED: 5/7/2021 **DEPARTMENT:** Public Works
PREPARED BY: Sharon Valiante, Public Works Director **PRESENTER:** Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION 2021-518
CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245
AS OUTLINED IN THE AMENDED PETITION FOR CONSENT TO CREATE THE FORT BEND COUNTY
MUD NO. 245

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Fulshear Investments, LLC, Fulshear Equine, LLC, and Mason Equest Investment LLC and Pulte Homes of Texas LP, in accordance with Chapters 49 and 54, Texas Water Code are presenting an amended petition for the consent to create Fort Bend Municipal Utility District No. 245 (District). The amended petition changes the boundary of the District that now encompasses 229.142 acres. The original petition for consent to create the District, which was approved by Resolution 2021-503, was for 226.860 acres.

RECOMMENDATION

Adopt Resolution 2021-518

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2021-518 MUD 245	5/10/2021	Resolution
Exhibit A - Amended Petition MUD 245 Consent to Create	5/10/2021	Exhibit
Letter of Explanation MUD 245	5/10/2021	Backup Material
Resolution 2021-503 MUD 245	5/7/2021	Backup Material

RESOLUTION NO. 2021-518

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Amended Petition for Consent to Creation of a Municipal Utility District ("Petition") of Fulshear Investments, LLC, a Texas limited liability company, Fulshear Equine, LLC, a Texas limited liability company, Mason Equest Investment, LLC, a Texas limited liability company, and Pulte Homes of Texas, L.P., a Texas limited partnership (collectively, the "Petitioners"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City's approval of the creation of Fort Bend County Municipal Utility District No. 245 (the "District") over that certain 229.142-acre tract of land described therein (the "Land"), the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the addition of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent to the creation of the District and the inclusion of the Land within the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places the following

conditions or restrictions on the District:

- (a) Before commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.

Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 18th day of May 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

EXHIBIT A

AMENDED PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR,
TEXAS:

FULSHEAR INVESTMENTS, LLC, a Texas limited liability company, FULSHEAR EQUINE, LLC, a Texas limited liability company, MASON EQUEST INVESTMENT, LLC, a Texas limited liability company, and PULTE HOMES OF TEXAS, L.P., a Texas limited partnership (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Fulshear, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 229.142 acres of land, more or less, situated in Fort Bend County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City and the City will annex the land into its corporate boundaries. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioners own fee simple title to the Land. The Petitioners hereby represent that they own a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District and deed tracing ownership.

V.

The Petitioners represent that there are no lienholders on the Land other than Allegiance Bank and that there are no residents on the Land.

VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Fort Bend County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

The undersigned hereby agree and covenant that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause

the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$32,900,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$13,405,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$2,425,000.

XII.

The total cost of the proposed District's projects is estimated by the Petitioners to be approximately \$48,730,000.

WHEREFORE, the Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 7th day of April, 2021.

FULSHEAR INVESTMENTS, LLC
a Texas limited liability company

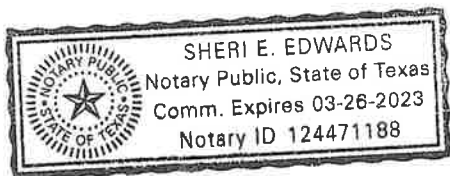
By: *Patrick T. Conroy*
Name: Patrick T. Conroy
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of April, 2021, by Patrick T. Conroy, Manager of FULSHEAR INVESTMENTS, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



FULSHEAR EQUINE, LLC
a Texas limited liability company

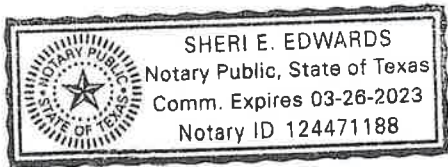
By: PT. C.
Name: Patrick T. Conroy
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of April, 2021, by Patrick T. Conroy, Manager of FULSHEAR EQUINE, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



MASON EQUEST INVESTMENT, LLC
a Texas limited liability company

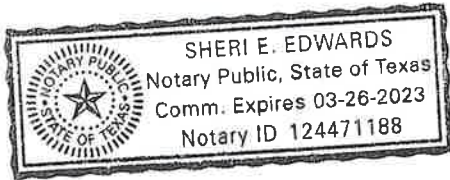
By: Pat. S.
Name: Patrick T. Conroy
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of April, 2021, by Patrick T. Conroy, Manager of MASON EQUEST INVESTMENT, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.


Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



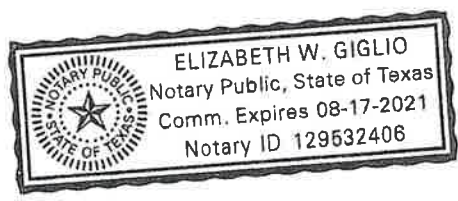
PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership,

By: Pulte Nevada I LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: **Patrick Duggan**
Title: **VP of Land Development**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 29th day of MARCH 2021, by PATRICK DUGGAN, VP OF LAND DEVELOPMENT of Pulte Nevada I LLC, a Delaware limited liability company, the General Partner of PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.




Notary Public, State of Texas

(NOTARY SEAL)

County: Fort Bend
Project: FBCMUD No.245
Job No.: 201401
MB No.: 21-027

FIELD NOTES FOR 229.142 ACRES

Being a tract containing 229.142 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 229.142 acre tract being a portions of a call 41.2 acre tract and 38.8 acre tract of land recorded in the name of Fulshear Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 9573103, styled Tracts "A" and "B" respectively, a call 131.863 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118, a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115119, a call 60.472 acre tract of land recorded in the name of Mason Equest Investments, Inc. in F.B.C.C.F. Number 9360579 a call 105.365 acre tract of land recorded in the name of Louis A. Waters in F.B.C.C.F. Number 9573102, a call 50 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 125.38 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9327194 and a call 0.9526 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 2020177553, styled Tract 1; said 229.142 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Commencing at the northeasterly corner of a call 56.84 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2012014316 and on the southwesterly Right-of-Way (R.O.W.) line of FM 359 (100 feet wide as occupied);

Thence, with said southwesterly R.O.W. line, the following two (2) courses:

- 1) 447.15 feet along the arc of a curve to the left, said curve having a central angle of 13 degrees 04 minutes 15 seconds, a radius of 1960.08 feet and a chord which bears South 44 degrees 38 minutes 38 seconds East, a distance of 446.18 feet;
- 2) South 51 degrees 09 minutes 00 seconds East, a distance of 891.99 feet to the **Point of Beginning** of the tract herein described;

Thence, continuing with said southwesterly R.O.W. line, South 51 degree 09 minutes 00 seconds East, a distance of 401.34 feet;

Thence, leaving said southwesterly R.O.W. line, through and across aforesaid 38.8 acre, 131.863 acre and 0.9526 acre tracts, the following nine (9) courses:

- 1) North 88 degrees 21 minutes 51 seconds West, a distance of 269.15 feet;

- 2) 126.82 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 42 minutes 37 seconds, a radius of 462.50 feet and a chord which bears South 55 degrees 45 minutes 01 second West, a distance of 126.42 feet;
- 3) South 63 degrees 36 minutes 20 seconds West, a distance of 44.01 feet;
- 4) 196.18 feet along the arc of a curve to the left, said curve having a central angle of 18 degrees 38 minutes 48 seconds, a radius of 602.81 feet and a chord which bears South 54 degrees 41 minutes 17 seconds West, a distance of 195.32 feet;
- 5) South 45 degrees 46 minutes 14 seconds West, a distance of 63.10 feet;
- 6) 71.83 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 41 minutes 51 seconds, a radius of 614.50 feet and a chord which bears South 49 degrees 07 minutes 10 seconds West, a distance of 71.79 feet;
- 7) South 52 degrees 28 minutes 05 seconds West, a distance of 142.92 feet;
- 8) South 50 degrees 43 minutes 40 seconds East, at a distance of 728.28 feet pass the westerly line of aforesaid 0.9526 acre tract, in all a distance of 737.73 feet;
- 9) 110.74 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 10 minutes 21 second, a radius of 2000.00 and a chord which bears South 24 degrees 56 minutes 38 seconds West, a distance of 110.73 feet to the westerly line of a call 219.527 acre tract of land recorded in the name of Century Holdings of Texas, LLC in F.B.C.C.F. Number 2018074664;

Thence, with said westerly line of said 219.527 acre tract, the following seven (7) courses:

- 1) 47.36 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 25 minutes 39 seconds, a radius of 500.00 feet and a chord which bears South 23 degrees 26 minutes 36 West, a distance of 47.35 feet;
- 2) South 20 degrees 44 minutes 24 seconds West, a distance of 124.63 feet;
- 3) 799.91 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 54 minutes 57 seconds, a radius of 2000.00 feet and a chord which bears South 32 degrees 11 minutes 21 seconds West, a distance of 794.59 feet;
- 4) South 43 degrees 38 minutes 49 seconds West, a distance of 165.84 feet;
- 5) 1062.80 feet along the arc of a curve to the left, said curve having a central angle of 30 degrees 17 minutes 44 seconds, a radius of 2010.00 feet and a chord which bears South 28 degrees 29 minutes 58 seconds West, a distance of 1050.46 feet;
- 6) South 13 degrees 42 minutes 10 seconds West, a distance of 264.35 feet;

- 7) South 36 degrees 01 minute 29 seconds East, a distance of 48.85 feet to the westerly line of Polo Ranch Section 7, a subdivision recorded in Plat Number 20200159 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, through and across aforesaid 219.527 acre tract, 27.806 acre tract and 41.2 acre tract, the following eleven (11) courses:

- 1) 456.46 feet along the arc of a curve to the left, said curve having a central angle of 21 degrees 47 minutes 40 seconds, a radius of 1200.00 feet and a chord which bears South 11 degrees 30 minutes 08 seconds East, a distance of 453.71 feet;
- 2) South 22 degrees 23 minutes 58 seconds East, a distance of 208.04 feet;
- 3) North 49 degrees 02 minutes 03 seconds East, a distance of 155.69 feet;
- 4) South 38 degrees 16 minutes 09 seconds East, a distance of 570.21 feet;
- 5) South 51 degrees 54 minutes 11 seconds West, a distance of 467.83 feet;
- 6) North 39 degrees 45 minutes 21 seconds West, a distance of 546.26 feet;
- 7) North 49 degrees 02 minutes 03 seconds East, a distance of 118.15 feet;
- 8) 227.66 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 07 minutes 01 seconds, a radius of 720.00 feet and a chord which bears South 82 degrees 53 minute 34 seconds West, a distance of 226.72 feet;
- 9) North 88 degrees 02 minutes 56 seconds West, a distance of 31.23 feet;
- 10) South 16 degrees 47 minutes 05 seconds West, a distance of 1025.72 feet;
- 11) South 04 degrees 44 minutes 14 seconds East, a distance of 190.21 to the westerly line of Polo Ranch Section 3, a subdivision recorded in Plat Number 20190079 of the F.B.C.P.R.;

Thence, with said westerly line and the northerly and westerly line of Polo Ranch Section 5, a subdivision recorded in Plat Number 20190243 of the F.B.C.P.R., the following seven (7) courses:

- 1) South 17 degrees 26 minutes 44 seconds West, a distance of 96.73 feet;
- 2) North 89 degrees 20 minutes 09 seconds West, a distance of 206.61 feet;
- 3) North 39 degrees 53 minutes 22 second West, a distance of 137.33 feet;
- 4) North 89 degrees 19 minutes 58 seconds West, a distance of 366.15 feet;
- 5) South 30 degrees 05 minutes 28 seconds West, a distance of 296.08 feet;

- 6) 154.59 feet along the arc of a curve to the right, said curve having a central angle of 04 degrees 19 minutes 14 seconds, a radius of 2050.00 feet and a chord which bears South 45 degrees 58 minutes 19 seconds East, a distance of 154.55 feet;
- 7) North 30 degrees 05 minutes 28 seconds East, a distance of 16.83 feet;

Thence, through and across aforesaid 125.38 acre tract, the following two (2) courses:

- 1) South 40 degrees 47 minutes 32 seconds East, a distance of 249.81 feet;
- 2) 116.07 feet along of a curve to the right, said curve having a central angle of 06 degrees 12 minutes 55 seconds, a radius of 1070.00 feet and a chord which bears South 37 degrees 41 minutes 05 seconds East, a distance of 116.01 feet to the R.O.W. line of Balding Drive (width varies), recorded in aforesaid Polo Ranch Section 5;

Thence, with said R.O.W. line, the following three (3) courses:

- 1) 36.28 feet along the arc of a curve to the right, said curve having a central angle of 83 degrees 09 minutes 08 seconds, a radius of 25.00 feet and a chord which bears North 76 degrees 03 minutes 53 seconds West, a distance of 33.18 feet;
- 2) 108.69 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 02 minutes 16 seconds, a radius of 2050.00 feet and a chord which bears South 32 degrees 58 minutes 12 seconds East, a distance of 108.67 feet;
- 3) 36.28 feet along the arc of a curve to the right, said curve having a central angle of 83 degrees 08 minutes 22 seconds, a radius of 25.00 feet and a chord which bears North 10 degrees 07 minutes 07 seconds East, a distance of 33.18 feet;

Thence, through and across aforesaid 125.38 acre tract, the following two (2) courses:

- 1) 376.26 feet along the arc of a curve to the right, said curve having a central angle of 20 degrees 08 minutes 53 seconds, a radius of 1070.00 feet and a chord which bears South 21 degrees 16 minutes 41 seconds East, a distance of 374.33 feet;
- 2) South 72 degrees 58 minutes 35 seconds West, a distance of 247.26 feet to the easterly line of aforesaid 76.694 acre tract;

Thence, with said easterly line, the following three (3) courses:

- 1) North 17 degrees 01 minute 25 seconds West, a distance of 180.70 feet;
- 2) North 30 degrees 46 minutes 51 seconds West, a distance of 229.48 feet;
- 3) North 51 degrees 26 minutes 05 seconds West, at a distance of 367.42 feet pass an easterly corner of aforesaid 76.694 feet, in all a distance of 658.50 feet;

Thence, through and across said 76.694 acre tract, North 74 degrees 31 minutes 53 seconds West, a distance of 217.83 feet to the southeasterly corner of a call 241.258 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2009066602 and the northeasterly corner of a call 58.139 acre tract of land recorded in the name of Joe Hollier, etal in F.B.C.C.F. Number 9824254;

Thence, with the easterly line of said 217.83 acre tract, the following three (3) courses:

- 1) North 02 degrees 18 minutes 46 seconds West, a distance of 1307.92 feet;
- 2) North 46 degrees 49 minutes 01 second East, a distance of 802.95 feet;
- 3) North 02 degrees 17 minutes 19 seconds West, a distance of 2598.91 feet to the southwesterly corner of aforesaid 56.84 acre tract;

Thence, with the southerly line of said 56.84 acre tract, the following five (5) courses:

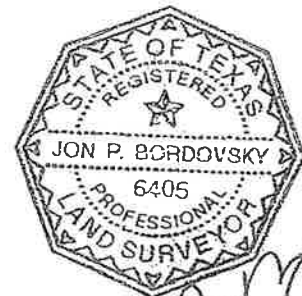
- 1) North 87 degrees 38 minutes 54 seconds East, a distance of 380.18 feet;
- 2) North 46 degrees 46 minutes 55 seconds East, a distance of 70.05 feet;
- 3) North 00 degrees 31 minutes 11 seconds East, a distance of 354.13 feet;
- 4) North 61 degrees 53 minutes 55 seconds East, a distance of 961.70 feet;
- 5) North 55 degrees 11 minutes 49 seconds East, a distance of 257.23 feet;

Thence, through and across aforesaid 60.472 acre tract, the following two (2) courses:

- 1) South 51 degrees 39 minutes 00 second East, a distance of 619.94 feet;
- 2) North 52 degrees 36 minutes 23 seconds East, a distance of 814.78 feet to the **Point of Beginning** and containing 229.142 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
February 12, 2021



JMB
2/12/2021

Exhibit B

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Fulshear, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District, upon request by the City, will deliver to the City a final copy of all "as-builts" and the project description in the geographic information systems.

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by e-mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a copy of all minutes of such meetings.

(d) On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report.

(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

(f) In accordance with Local Government Code Chapter 212, the City will review and approve all plats.

(g) The District may not provide permanent water or wastewater service outside the boundaries of the District without written authorization from the City and will not enter into an agreement with another district or municipality to receive permanent water or wastewater services without the prior written authorization from the City. For purposes of this paragraph (g), water or wastewater services are considered permanent if they are provided or received for three (3) or more years.

(h) The developer(s) of any land located in the City's extraterritorial jurisdiction will enter into a development agreement with the City.

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

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

Direct Line: (713) 860-6467
Direct Fax: (713) 860-6667

ksherborne@abhr.com

Katie Sherborne
Of Counsel

May 10, 2021

Mr. Jack Harper
City Manager
City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Pulte Homes of Texas, L.P. ("Pulte")/Proposed Fort Bend County
Municipal Utility District No. 245

Dear Mr. Harper:

As you know, the City of Fulshear previously adopted an ordinance consenting to the creation of Fort Bend County Municipal Utility District No. 245 (the "District"), to be developed by Pulte as a Del Webb community. After the adoption of the consent ordinance (the "Consent Ordinance") but prior to closing by Pulte one of the tracts of land to be included in the District at the time of creation, it was determined that slight boundary changes to the proposed District were necessary. Pulte is still acquiring the same property originally contemplated, but a small portion of the property will be annexed into the District at a later date instead of being included in the original District creation. As a result, we must obtain a revised ordinance consenting to the creation of the District. Please note that all of the property to be acquired by Pulte is either included in the Petition for Annexation into the City that was submitted to the City in April or is already within the City's corporate boundaries, so this modification in no way affects the acreage being acquired by Pulte that will be within the City's corporate boundaries.

Further, I am writing to confirm that this boundary change for the creation of the District does not in any way change the restrictions on the development that were presented to City Council when they approved the original Consent Ordinance. Pulte will still be developing the same property labeled as the "Pulte Tract" in the

Development Agreement, and this revised boundary does not increase the amount of acreage upon which 40-foot lots may be developed.

I will be at next week's City Council meeting to address any questions that the City Council Members may have. If questions arise in the meantime, however, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Katie Sherborne', with a long horizontal flourish extending to the right.

Katie Sherborne

RESOLUTION NO. 2021-503

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Petition for Consent to Creation of a Municipal Utility District ("Petition") of Fulshear Investments, Inc., a Texas corporation, Fulshear Equine, LLC, a Texas limited liability company, Mason Equest Investment, Inc., a Texas corporation, and Louis A. Waters, an individual (collectively, the "Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City's approval of the creation of Fort Bend County Municipal Utility District No. 245 (the "District") over that certain 226.860-acre tract of land described therein (the "Land"), the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the addition of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent to the creation of the District and the inclusion of the Land within the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places the following conditions or restrictions on the District:

- (a) Before commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.


Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 19th day of January 2021.



Aaron Groff, Mayor

ATTEST:



Kimberly Kopecky, City Secretary



EXHIBIT A

PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR,
TEXAS:

FULSHEAR INVESTMENTS, INC., a Texas corporation, FULSHEAR EQUINE, LLC, a Texas limited liability company, MASON EQUEST INVESTMENT, INC., a Texas corporation, and LOUIS A. WATERS (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Fulshear, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 226.860 acres of land, more or less, situated in Fort Bend County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City and the City will annex the land into its corporate boundaries. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioners own fee simple title to the Land. The Petitioners hereby represent that they own a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District.

V.

The Petitioners represent that there are no lienholders on the Land other than Allegiance Bank and Zions Bancorporation, N.A., d/b/a Amegy Bank and that there are no residents on the Land.

VI.

Pulte Homes of Texas, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase all of the Land and desires to be considered as a Petitioner for the consent to creation of the District.

VII.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VIII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Fort Bend County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system,

roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

IX.

The undersigned hereby agree and covenant that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

X.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$32,900,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$13,405,000.

XII.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$2,425,000.

XIII.

The total cost of the proposed District's projects is estimated by the Petitioners to be approximately \$48,730,000.

WHEREFORE, the Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 7th day of January, 2021.

FULSHEAR INVESTMENTS, INC.
a Texas corporation

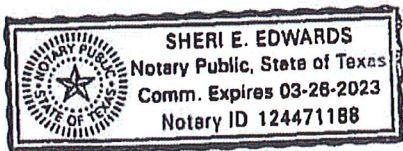
By: [Signature]
Name: L. A. Waters
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of January, 2021, by L. A. Waters, President of FULSHEAR INVESTMENTS, INC., a Texas corporation, on behalf of said Texas corporation.

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



FULSHEAR EQUINE, LLC
a Texas limited liability company

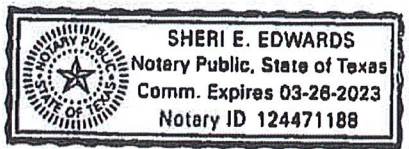
By: Pat. T. Conroy
Name: Patrick T. Conroy
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of January, 2021, by Patrick T. Conroy, Manager of FULSHEAR EQUINE, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



MASON EQUEST INVESTMENT, INC.
a Texas corporation

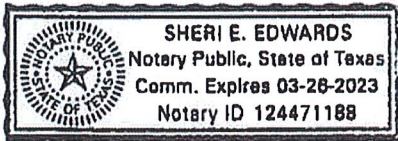
By: *L.A. Waters*
Name: L. A. Waters
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

7th This instrument was acknowledged before me, the undersigned authority, this day of January, 2021, by L.A. Waters, President of MASON EQUEST INVESTMENT, INC., a Texas corporation, on behalf of said Texas corporation.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



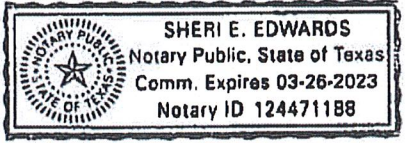
By: *L. A. Waters*
LOUIS A. WATERS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

7th This instrument was acknowledged before me, the undersigned authority, this day of January, 2021, by LOUIS A. WATERS.


Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



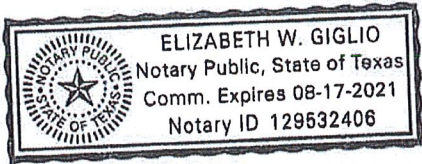
PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership,
(Earnest Money Contract Holder)

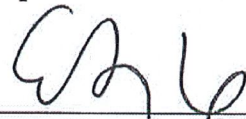
By: Pulte Nevada I LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Patrick Duggan
Title: VP of Land Development

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 6th day of January, 2021, by Patrick Duggan, VP. Land Development of Pulte Nevada I LLC, a Delaware limited liability company, the General Partner of PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.





Notary Public, State of Texas

(NOTARY SEAL)

County: Fort Bend
Project: FBCMUD No.245
Job No.: 201401
MB No.: 21-017

FIELD NOTES FOR 226.860 ACRES

Being a tract containing 226.860 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 226.860 acre tract being a portions of a call 41.2 acre tract and 38.8 acre tract of land recorded in the name of Fulshear Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 9573103, styled Tracts "A" and "B" respectively, a call 131.863 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118, a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115119, a call 60.472 acre tract of land recorded in the name of Mason Equest Investments, Inc. in F.B.C.C.F. Number 9360579 a call 105.365 acre tract of land recorded in the name of Louis A. Waters in F.B.C.C.F. Number 9573102, a call 50 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 0.9526 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 2020177553, styled Tract 1, Polo Ranch Sec. 7, a subdivision recorded in Plat Number 20200159 of the Fort Bend County Plat Records (F.B.C.P.R.) and Polo Ranch Sec.5, a subdivision recorded in Plat Number 20190243 of the F.B.C.P.R.; said 226.860 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Commencing at the northeasterly corner of a call 56.84 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2012014316 and on the southwesterly Right-of-Way (R.O.W.) line of FM 359 (100 feet wide as occupied);

Thence, with said southwesterly R.O.W. line, the following two (2) courses:

- 1) 447.15 feet along the arc of a curve to the left, said curve having a central angle of 13 degrees 04 minutes 15 seconds, a radius of 1960.08 feet and a chord which bears South 44 degrees 38 minutes 38 seconds East, a distance of 446.18 feet;
- 2) South 51 degrees 09 minutes 00 seconds East, a distance of 891.99 feet to the **Point of Beginning** of the tract herein described;

Thence, continuing with said southwesterly R.O.W. line, South 51 degree 09 minutes 00 seconds East, a distance of 401.34 feet;

Thence, leaving said southwesterly R.O.W. line, through and across aforesaid 38.8 acre, 131.863 acre and 0.9526 acre tracts, the following nine (9) courses:

- 1) North 88 degrees 21 minutes 51 seconds West, a distance of 269.15 feet;

- 2) 126.82 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 42 minutes 37 seconds, a radius of 462.50 feet and a chord which bears South 55 degrees 45 minutes 01 second West, a distance of 126.42 feet;
- 3) South 63 degrees 36 minutes 20 seconds West, a distance of 44.01 feet;
- 4) 196.18 feet along the arc of a curve to the left, said curve having a central angle of 18 degrees 38 minutes 48 seconds, a radius of 602.81 feet and a chord which bears South 54 degrees 41 minutes 17 seconds West, a distance of 195.32 feet;
- 5) South 45 degrees 46 minutes 14 seconds West, a distance of 63.10 feet;
- 6) 71.83 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 41 minutes 51 seconds, a radius of 614.50 feet and a chord which bears South 49 degrees 07 minutes 10 seconds West, a distance of 71.79 feet;
- 7) South 52 degrees 28 minutes 05 seconds West, a distance of 142.92 feet;
- 8) South 50 degrees 43 minutes 40 seconds East, at a distance of 728.28 feet pass the westerly line of aforesaid 0.9526 acre tract, in all a distance of 737.57 feet;
- 9) 202.47 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 48 minutes 01 second, a radius of 2000.00 and a chord which bears South 23 degrees 37 minutes 53 seconds West, a distance of 202.38 feet to the westerly line of a call 219.527 acre tract of land recorded in the name of Century Holdings of Texas, LLC in F.B.C.C.F. Number 2018074664;

Thence, with said westerly line of said 219.527 acre tract, the following four (4) courses:

- 1) South 20 degrees 43 minutes 52 seconds West, a distance of 80.28 feet;
- 2) 799.91 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 54 minutes 57 seconds, a radius of 2000.00 feet and a chord which bears South 32 degrees 11 minutes 21 seconds West, a distance of 794.59 feet;
- 3) South 43 degrees 38 minutes 49 seconds West, a distance of 165.84 feet;
- 4) 1079.50 feet along the arc of a curve to the left, said curve having a central angle of 30 degrees 46 minutes 17 seconds, a radius of 2010.00 feet and a chord which bears South 28 degrees 15 minutes 41 seconds West, a distance of 1066.57 feet;

Thence, through and across aforesaid 219.527 acre tract, Polo Ranch Sec.7, 131.863 acre tract, 27.806 acre tract, 41.2 acre tract and Polo Ranch Sec.5, the following fifteen (15) courses:

- 1) 738.80 feet along the arc of a curve to the left, said curve having a central angle of 35 degrees 16 minutes 30 seconds, a radius of 1200.00 feet and a chord which bears South 04 degrees 45 minutes 43 seconds East, a distance of 727.18 feet;

- 2) South 22 degrees 23 minutes 58 seconds East, a distance of 208.04 feet;
- 3) North 49 degrees 02 minutes 03 seconds East, a distance of 155.69 feet;
- 4) South 38 degrees 16 minutes 09 seconds East, a distance of 570.21 feet;
- 5) South 51 degrees 54 minutes 11 seconds West, a distance of 467.83 feet;
- 6) North 39 degrees 45 minutes 21 seconds West, a distance of 546.26 feet;
- 7) North 49 degrees 02 minutes 03 seconds East, a distance of 118.15 feet;
- 8) 227.66 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 07 minutes 01 seconds, a radius of 720.00 feet and a chord which bears South 82 degrees 53 minute 34 seconds West, a distance of 226.72 feet;
- 9) North 88 degrees 02 minutes 56 seconds West, a distance of 31.23 feet;
- 10) South 16 degrees 47 minutes 05 seconds West, a distance of 1025.72 feet;
- 11) South 04 degrees 44 minutes 14 seconds East, a distance of 431.71 feet;
- 12) North 80 degrees 24 minutes 14 seconds West, a distance of 128.07 feet;
- 13) North 74 degrees 12 minutes 52 seconds West, a distance of 503.00 feet;
- 14) South 35 degrees 43 minutes 10 second West, a distance of 285.96 feet;
- 15) North 45 degrees 58 minutes 19 seconds West, a distance of 112.56 feet to the westerly line of Reserve "E" of aforesaid Polo Ranch Sec.5

Thence, through and across aforesaid 50 acres, South 31 degrees 22 minutes 49 seconds West, a distance of 134.40 feet a northerly corner of a call 125.38 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9327194;

Thence, with a westerly line of said 125.38 acre tract, South 23 degrees 46 minutes 34 seconds West, a distance of 172.19 feet;

Thence, through and across aforesaid 76.694 acre tract, the following two (2) courses:

- 1) North 51 degrees 26 minutes 05 seconds West, a distance of 332.46 feet;
- 2) North 74 degrees 31 minutes 53 seconds West, a distance of 217.83 feet to the southeasterly corner of a call 241.258 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2009066602 and the northeasterly corner of a call 58.139 acre tract of land recorded in the name of Joe Hollier, etal in F.B.C.C.F. Number 9824254;

Thence, with the easterly line of said 217.83 acre tract, the following three (3) courses:

- 1) North 02 degrees 18 minutes 46 seconds West, a distance of 1307.92 feet;
- 2) North 46 degrees 49 minutes 01 second East, a distance of 802.95 feet;
- 3) North 02 degrees 17 minutes 19 seconds West, a distance of 2598.91 feet to the southwesterly corner of aforesaid 56.84 acre tract;

Thence, with the southerly line of said 56.84 acre tract, the following five (5) courses:

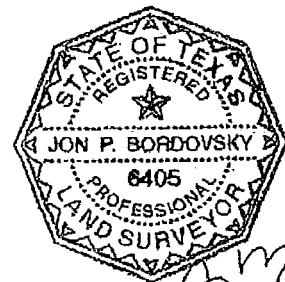
- 1) North 87 degrees 38 minutes 54 seconds East, a distance of 380.18 feet;
- 2) North 46 degrees 46 minutes 55 seconds East, a distance of 70.05 feet;
- 3) North 00 degrees 31 minutes 11 seconds East, a distance of 354.13 feet;
- 4) North 61 degrees 53 minutes 55 seconds East, a distance of 961.70 feet;
- 5) North 55 degrees 11 minutes 49 seconds East, a distance of 257.23 feet;

Thence, through and across aforesaid 60.472 acre tract, the following two (2) courses:

- 1) South 51 degrees 39 minutes 00 second East, a distance of 619.94 feet;
- 2) North 52 degrees 36 minutes 23 seconds East, a distance of 814.78 feet to the Point of Beginning and containing 226.860 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
January 4, 2021



JMB
1/4/2021

Exhibit B

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Fulshear, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District, upon request by the City, will deliver to the City a final copy of all "as-builts" and the project description in the geographic information systems.

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by e-mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a copy of all minutes of such meetings.

(d) On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report.

(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

(f) In accordance with Local Government Code Chapter 212, the City will review and approve all plats.

(g) The District may not provide permanent water or wastewater service outside the boundaries of the District without written authorization from the City and will not enter into an agreement with another district or municipality to receive permanent water or wastewater services without the prior written authorization from the City. For purposes of this paragraph (g), water or wastewater services are considered permanent if they are provided or received for three (3) or more years.






(h) The developer(s) of any land located in the City's extraterritorial jurisdiction will enter into a development agreement with the City.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 CREATION REPORT

VICINITY EXHIBIT

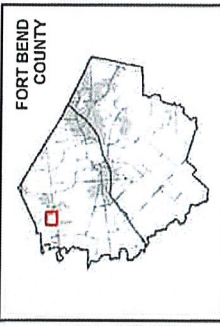
CITY OF FULSHEAR ETJ
LAMAR CONS I.S.D.
FORT BEND COUNTY DRAINAGE DISTRICT
JANUARY 2021

LEGEND

-  MUD BOUNDARY
-  MAJOR THOROUGHFARE PLAN
-  CITY LIMITS AND ETJ
-  CCN SEWER BOUNDARIES*
-  CCN WATER BOUNDARIES*

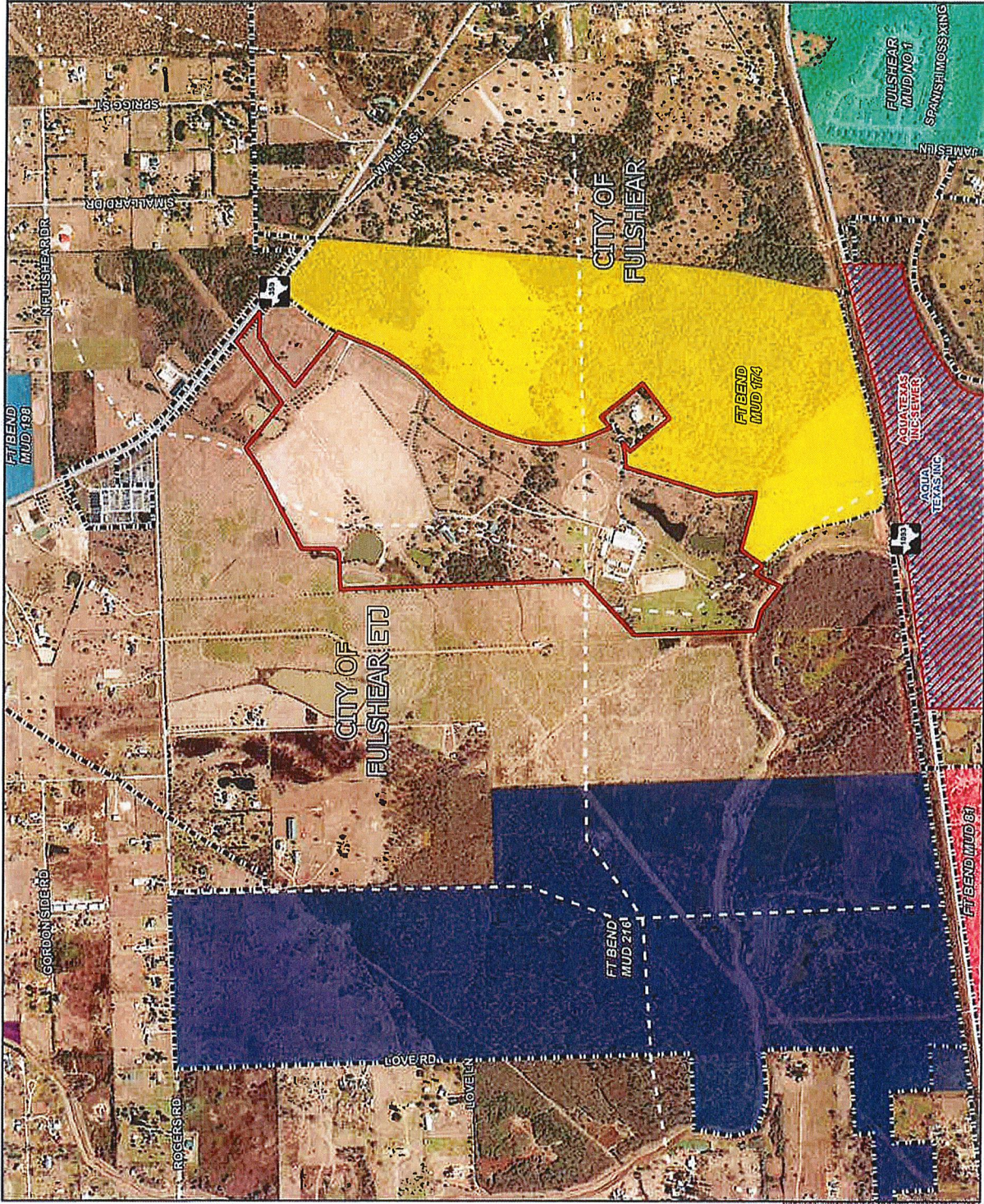
*DATA SOURCE: MUDS - FBAND AND ICSD, CCNS - PUC, MTP - FORT BEND COUNTY, CITY OF FULSHEAR, LIMITS AND ETJ - FORT BEND COUNTY, CITY OF FULSHEAR, CITY OF FULSHEAR & GEORGRAPHIC TECHNOLOGY GROUP, CITY OF FULSHEAR, LIMITS AND ETJ - FORT BEND COUNTY ENGINEERING

*CCN BOUNDARIES - FROM OFFICAL DATA RELEASE ARE OF TEN SHIFTED FROM ACTUAL BOUNDARY.



AERIAL PHOTOGRAPHY DATE: 11/04/12 0116

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT BE USED FOR ENGINEERING, SURVEYING, OR ANY OTHER PROFESSIONAL PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



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

AGENDA OF: 5/18/2021 **ITEMS:** IV.C.
DATE 5/9/2021 **DEPARTMENT:** Public Works
SUBMITTED:

PREPARED BY: Dan McGraw **PRESENTER:** Dan McGraw

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE NORTH FORT BEND WATER AUTHORITY RESOLUTION NO. 2021-517, A RESOLUTION FOR FEBRUARY 2021 FEE ADJUSTMENT CREDIT

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

As a result of Winter Freeze Uri the week of February 14th through February 21, 2021, 16.854 million gallons of water were lost due to dripping and streaming flow, in order to protect pipes from freezing along with water loss from broken pipes during the event. The total gallons lost are a combination of customer and operational water during this time, which were credited to customers. The total amount of city retail customers affected by the winter storm were 2043 and the City of Fulshear as a retail customer of the NFBWA. The breakdown in the total gallons lost is as follows: total gallons by City customers = 12,380,000; total gallons by the City = 4,474,000.

The North Fort Bend Water Authority (NFBWA) Board has provided an opportunity for its retail customers to apply for a credit/rebate against the fees that were incurred during this time frame from water loss attributable to these type of water losses. At the current NFBWA fee of \$4.25/thousand gallons, the credit/rebate the City of Fulshear is requesting = \$71,629.50

To complete the application for the fee adjustment credits for the NFBWA, it is necessary for City Council to pass a resolution certifying the aggregate amount of gallons of leak adjustments resulting from the freeze.

Resolution 2021-517 outlines the aggregate amount and includes an authorization for certification execution and submission to the NFBWA.

The detailed information for each of the retail customers that incurred the leaks has been excluded from this packet, but will be provided to the NFBWA as requested.

RECOMMENDATION

Staff recommends mayor and council to approve resolution 2021 - 517.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2021-517	5/10/2021	Resolution

RESOLUTION NO. 2021-517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS CERTIFYING, TO THE NORTH FORT BEND WATER AUTHORITY, PURSUANT TO ITS RESOLUTION ADOPTING POLICY AND PROCEDURES FOR FEBRUARY 2021 FREEZE EVENT FEE ADJUSTMENT CREDITS THE AGGREGATE AMOUNT, IN GALLONS, OF LEAK ADJUSTMENTS RESULTING FROM THE 2021 FREEZE EVENT.

* * * * *

WHEREAS, the City of Fulshear experienced Winter Storm Uri, an unprecedented freeze event from February 14, 2021 through February 21, 2021 (the “Freeze Event”); and

WHEREAS, the Freeze Event cause unforeseen and unexpected catastrophic damage to the properties of the citizens of the City of Fulshear; and

WHEREAS, on February 18, 2021, as authorized by Section 418.108(a) of the Texas Government Code, the Mayor of the City of Fulshear executed a Declaration of Local Disaster for Catastrophic Damage caused by Winter Storm Uri within the City of Fulshear; and

WHEREAS, on March 16, 2021, in accordance with Section 418.108(b) of the Texas Government Code, the City Council of the City of Fulshear extended the Declaration of Local Disaster for Catastrophic Damage caused by Winter Storm Uri within the City of Fulshear, for a period ending on April 30, 2021; and

WHEREAS, in response to the Freeze Event, the City of Fulshear (the “Retail Water Provider”) granted certain leak adjustments to the Retail Water Provider’s customers, resulting in the aggregate amount of 16.854 million of leak adjustments related to the Freeze Event (the “Waived Retail Gallons”); and

WHEREAS, the Waived Retail Gallons have been derived solely from waivers to the Retail Water Provider’s customers specifically related to leaks resulting from the Freeze Event and for which the Retail Water Provider waived its own retail water fees of the North Fort Bend Water Authority charged by the Retail Water Provided, including penalties and interest related thereto; and

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

Section 1. The facts set out in the preamble are found to be true and correct and are incorporated herein for all purposes.

Section 2. The City Council of the City of Fulshear, Texas, has reviewed the “Waived Gallons Certificate February 2021 Freeze Event Adjustment Credits,” which has been attached and incorporated hereto as Exhibit A, and has authorized the certification, execution, and submission of such document to the North Fort Bend Water Authority for

RESOLUTION NO. 2021-517

the benefit of the Retail Water Provider's customers and the citizens of the City of Fulshear, Texas, in accordance with this Resolution.

Section 3. The City Council of the City of Fulshear, Texas, recognizes the Retail Water Provider's customers' right to confidentiality in accordance with Section 182.052 of the Texas Utilities Code. As such, while requested as part of the information to be provided to the North Fort Bend Water Authority in Exhibit A, it has been excluded herein, to be provided, after certification and execution, upon submission to the North Fort Bend Water Authority in accordance with 184.054 of the Texas Utilities Code.

Section 4. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. This Resolution shall be effective and in full force immediately upon its adoption.

PASSED, APPROVED, and ADOPTED on the 18th day of May, 2021.

AARON GROFF, Mayor
City of Fulshear, Texas

ATTEST:

KIMBERLY KOPECKY, City Secretary
City of Fulshear, Texas

Exhibit A to Resolution

WAIVED RETAIL GALLONS CERTIFICATE
FEBRUARY 2021 FREEZE EVENT FEE ADJUSTMENT CREDITS

We, the undersigned Mayor and City Secretary, respectively, of the City of Fulshear (the “Retail Water Provider”), do hereby execute and deliver this certificate for the benefit of the North Fort Bend Water Authority (the “Authority”) pursuant to its Resolution Adopting Policy and Procedures for February 2021 Freeze Event Fee Adjustment Credits. We certify the following:

1. the aggregate amount in gallons (on a 1,000 gallon basis, the “Waived Retail Gallons”) of leak adjustments related to the freeze event from February 14, 2021 through February 21, 2021 (the “Freeze Event”) granted to the retail customers of the Retail Water Provider (“Retail Customers”), as shown in **Exhibit A** attached hereto, is accurate;
2. the Waived Retail Gallons have been derived solely from waivers to Retail Customers related to leaks (i) resulting from the Freeze Event (as opposed to excess usage for which a Retail Customer received beneficial use of the water); and (ii) for which the Retail Water Provider waived its own retail water fees and fees of the Authority charged by the Retail Water Provider (“RWA Fees”), including penalties and interest related thereto;
3. sufficient documentation was submitted by each Retail Customer to the Retail Water Provider in order to determine that such Retail Customer’s internal facilities and piping have been repaired so as to reasonably prevent future excess usage; and
4. all Waived Retail Gallons have been granted in accordance with a written leak adjustment policy (which may have been adopted via an action of the governing body of the Retail Water Provider reflected in a minute entry) that (i) has been uniformly applied across the classes of Retail Customers; and (ii) provides that Retail Water Provider waives RWA Fees charged by Retail Water Provider to its Retail Customers on a gallon-to-gallon basis with waivers of its own retail water fees charged to its Retail Customers.

[SIGNATURE PAGE FOLLOWS]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE CITY on this
_____ day of _____, 2021.

CITY OF FULSHEAR

Mayor

ATTEST:

City Secretary

(SEAL)

Exhibit A to Waiver Retail Gallons Certificate

Waived Retail Gallons

Account Number or Address of Retail Customer	Waived Retail Gallons (on a 1,000 gallon basis)
Various - customer spreadsheet attached	Aggregate Total = 16,854

Aggregate Waived Retail Gallons: [Insert sum of Waived Retail Gallons above on a 1,000 gallon basis]

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

AGENDA OF: 5/18/2021 **ITEMS:** I.V.D.
DATE 5/6/2021 **DEPARTMENT:** Building Services
SUBMITTED:
PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DOWNTOWN STREETSCAPE PLAN

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This Downtown Street Plan is the culmination of efforts began a year ago with the help of Clark-Condon. The plan is one of the first efforts to actualize the Livable Center Study (along with eastside drainage improvements, Wallis Street, and others). The street plan will inform each and every street reconstruction project in Downtown, and takes inspiration from, and builds off of the Livable Center Study in better detail. Whereas, the Livable Center Study demonstrated street cross-sections with a width of 50' and 70', this more fleshed out cross-section will much better steer direction of future projects Downtown. With the exception of Wallis Street and Main Street all Downtown streets have a current right-of-way width of 60'. As this plan demonstrates there is no need to acquire more right-of-way and still create a walkable street, with substantial sidewalks, native specie street trees, bike facilities, on-street parking and other placemaking elements (brick pavers among others). This plan also calls for low-impact stormwater systems where possible, and a "dig once" philosophy whereby broadband and other technology improvements would occur at the same time as the street is reconstructed.

Not included in this plan are specific designs for streetlights, benches, etc. However, it does demonstrate the need for dark-sky friendly and pleasant streetlights, as well as historical elements that can be added into the streetscape. For instance, an oak leaf impression in the brick pavers (the oak leaf being a symbol of the Fulshear family), or other design features to give the area a unique sense of character.

Special emphasis is given to Harris Street in the plan, which after the conclusion of the one-way pairs (Wallis & Main), will become the de-facto central promenade of the Downtown.

It's envisioned that this plan will immediately impact the design of Wallis Street (approved by Council and in the recent County mobility bond), and the construction of Harris Street (which could be the other street in Downtown to quickly begin reconstruction).

RECOMMENDATION

Staff recommends Council action to approve the plan.

ATTACHMENTS:

Description

Downtown Fulshear Streetscape

Upload Date

5/11/2021

Type


Backup Material

The Downtown Streetscape Draft for Fulshear:

From: Ryan Steib <rsteib@clarkcondon.com>
Sent: Tuesday, May 11, 2021 11:53:49 AM
To: Zach Goodlander <zgoodlander@fulsheartexas.gov>
Cc: Stephen Parsons <sparsons@clarkcondon.com>
Subject: RE: Downtown Fulshear

Zach-

See attached. Please let us know if you have any comments. We're taking a last pass to double check all numbers included, but please let us know if you have any comments so we can get you a final today.

 [21_05-11 Council Draft](#)

Thanks,

Ryan Steib ASLA, LEED AP

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

AGENDA OF: 5/18/2021

ITEMS: IVE.

**DATE
SUBMITTED:** 5/10/2021

DEPARTMENT: Public Works

PREPARED BY: Sharon Valiante, Public Works
Director

PRESENTER: Jack Harper, City Manager

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR AND CCR WEST, INC. AND FULSHEAR FF TEXAS HOLDINGS, L.P.

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Cross Creek West, Inc and Fulshear FF Texas Holdings, LP wish to develop 835 acres, a North tract and a South tract). Currently a portion of the North and South tracts are not in contained within the City's extraterritorial jurisdiction (ETJ).

Representatives of the developer will be on hand to present the agreement as well as City staff for a discussion and possible action to approve the agreement.

RECOMMENDATION

Discuss and take the following action(s):

1. Provide direction to staff/developer for any business points that may need to be further addressed, and bring back to City Council for consideration of approval
2. Approve the Development Agreement as presented