



CITY OF FULSHEAR

29255 FM 1093 Road #12B/ PO Box 279

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Aaron Groff

MAYOR PRO-TEM: Debra Cates

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: John Kelly

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel

Patterson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly

CITY ATTORNEY: J. Grady Randle

Kopecky

SPECIAL CITY COUNCIL MEETING

July 20, 2021

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, July 20, 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, Charter Review Commission, or any or all of these, may be in attendance at the meeting specified in the foregoing notice, which attendance may constitute a meeting of such governmental body or bodies as defined by the Texas Open Meetings Act, Chapter 551, Texas Government Code. Therefore, in addition to the foregoing notice, notice is hereby given of a meeting of each of the above-named governmental bodies, the date, hour, place, and subject of which is the same as specified in the foregoing notice.

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

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

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

IV. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AWARD OF A CONTRACT FOR WATER AND WASTEWATER LAB SERVICES**
- B. CONSIDERATION AND APPROVAL OF PURCHASE OF WATER METERS**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND ADOPT RESOLUTION NO. 2021-523 CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.182 AND IMPOSING CONDITIONS ON SAME**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO.2021-524, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO.2 AND IMPOSING CONDITIONS ON SAME**
- E. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2021-525 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO SELECT, NEGOTIATE, AND CONTRACT WITH A CONSTRUCTION MANAGER-AT-RISK, INCLUDING ANY AND ALL TRADE CONTRACTORS OR SUBCONTRACTORS, FOR THE CONSTRUCTION, REHABILITATION, ALTERATION, OR REPAIR OF A FACILITY, BEING THE NEW CITY HALL TO BE LOCATED ON THAT CERTAIN TRACT OR PARCEL OF REAL PROPERTY OWNED BY THE CITY AND WITHIN THE MARCEL TOWN CENTER, AND FURTHER AUTHORIZING THE CITY MANAGER TO PURCHASE, IN**

**ACCORDANCE WITH APPLICABLE LAW, CERTAIN GOODS AND SERVICES
FOR THE USE AND BENEFIT OF THE NEW CITY HALL.**

V. ADJOURNMENT

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

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON THURSDAY, JULY 15, 2021 by 5:00 p.m. IN PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 7/20/2021

ITEMS: IV.A.

**DATE
SUBMITTED:** 6/5/2021

DEPARTMENT: Utility Services

PREPARED BY: Dan McGraw

PRESENTER: Dan McGraw

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AWARD OF A CONTRACT FOR WATER AND WASTEWATER LAB SERVICES

Expenditure Required:

Amount Budgeted: \$65,000

Funding Account: 500-000-5466-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Staff solicited proposals (“RFP”) from interested vendors to provide laboratory services for use by the Utilities Department in its operation of the water and wastewater facilities. The RFP #2021-090 was advertised in the Fort Bend Herald and on PublicPurchase.com. Twenty-six vendors expressed interested and obtained the solicitation package. Three vendors responded with proposals which were publicly opened on June 2nd.

They were:

Eurofins Xenco, LLC
Envirodyne Laboratories, Inc.
A & B Environmental Services

The proposals were evaluated by staff. The highest rated proposal was submitted by Envirodyne Laboratories, Inc. The individual testing fees for the services (Cost), Ability to Perform, Qualifications & Experience, and Lab Location were all criteria used in the evaluation.

The estimated annual expenditure for testing is \$64,318.00. The contract will be for one year with an option to renew for up to four additional years, thus yielding an estimated expenditure of \$321,590.00 over the potential life of the contract.

City Staff will be available to answer any questions regarding this project.

RECOMMENDATION

Staff recommends Council approve and authorize the City Manager to enter into a contract with Envirodyne Laboratories, Inc., after review by the City Attorney, for the unit prices proposed and, in an amount, not to exceed \$325,000.00 for laboratory services.

ATTACHMENTS:

Description	Upload Date	Type
Agreement Envirodyne	7/12/2021	Exhibit
Exhibit A RFP Envirodyne	7/12/2021	Exhibit

SUPPLIER TERM SERVICES AGREEMENT
#2021-090
LABORATORY SERVICES

THIS AGREEMENT FOR SERVICES (the “Agreement”) is made and entered into this _____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF FULSHEAR, TEXAS (the “City”), a Texas municipality, and ENVIRODYNE LABORATORIES, INC., (the “Supplier”), a Texas corporation, collectively, the “Parties.”

WHEREAS, the City wishes to obtain Services identified as **Laboratory Services described in the attached described in the attached and incorporated Exhibit “A”** (the “Services”), and the City wishes to obtain the Services from the Supplier; and

WHEREAS, the Supplier is a company authorized to do business in Texas and is qualified to provide the Services the City wishes the Supplier to provide; and

WHEREAS, the Supplier desires to render such Services for the City upon the terms, covenants, and conditions provided herein.

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

SECTION 1. Performance by Supplier. At the City’s sole discretion, the City shall be entitled to engage the Supplier to provide Services, in accordance with the terms and conditions of this Agreement. The Supplier agrees to supply such Services in accordance with the terms, covenants, and conditions of this Agreement.

The Supplier is being retained to provide the Services as described in this Agreement to the City based on the Supplier’s demonstrated competence and requisite qualifications. The City agrees to and hereby does retain the Supplier as an independent contractor, and the Supplier agrees to provide Services to the City, in accordance with the terms, conditions, and covenants provided in this Agreement.

SECTION 2. Contract Documents. The Services to be provided by the Supplier to the City shall be to furnish all materials and perform all work described in the solicitation attached and incorporated hereto as **Exhibit A**.

SECTION 3. Scope. The Supplier will provide the **Laboratory Services for the unit prices stated** in the attached **Exhibit A** which is hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in **Exhibit A**, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such **Exhibit A**.

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

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

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

- a. **Contract Sum.** The City shall compensate the Supplier for the Services delivered and accepted. The total purchases made under this Agreement shall not exceed **\$325,000.00**.
- b. **Invoices.** The Supplier shall invoice the City for Services delivered prior to the date of the invoice. The City will pay for those Services, in full, within thirty (30) days of receipt of a properly completed invoice by electronic payment or check. Invoices should be submitted to:

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

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

- c. **Budget.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Supplier. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Supplier's sole and exclusive remedy shall be to terminate this Agreement.

SECTION 5. Time for Delivery; Term; Termination.

- a. ***Time for Delivery.*** The Supplier shall provide an estimated delivery time for an order when requested by the City, and shall deliver the Goods within the time period stated at the placement of order.
- b. ***Term.*** This Agreement will commence on the effective date and shall be for a term of **one (1) year, and upon mutual agreement, renewed for up to four (4) additional one-year terms.**
- c. ***Termination.*** The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of termination of this Agreement, the Supplier shall follow any instructions of the City respecting work stoppage. The City shall only be liable for payment of Goods ordered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

SECTION 6. Representation and Warranties of Supplier; Obligations of Supplier.

- a. ***Representation and Warranties of Supplier.*** Supplier represents and warrants that:
 1. As of the Effective Date of this Agreement, the Supplier is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Supplier's performance under this Agreement or that will in any way limit or conflict with the Supplier's ability to fulfill the terms of this Agreement. The Supplier further represents that it will not enter into any such agreement during the Term of this Agreement;
 2. The Supplier will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable, if any, together with licenses permitting the City to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to the City in connection with the preceding sentence, the Supplier warrants and represents that all work product created under this Agreement shall be original work of the Supplier or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;
 3. The Supplier and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and

4. The Supplier shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Supplier's obligations under this Agreement.
- b. **Level of Care and Skill.** Services provided by the Supplier under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, or document, prepared by the Supplier.
 - c. **Work on City Premises.** Supplier will ensure that its employees and agents will, whenever on City premises, obey all reasonable instructions and directions issued by the City.
 - d. **Consultation, Reports.** The Supplier agrees to make available the Supplier's representative, who shall be mutually agreed upon by the Supplier and the City, for periodic meetings to review the progress of all work under this Agreement. The Supplier also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Supplier and the City, as well as copies of all documents relating to the Services performed by the Supplier.
 - e. **No Israel Boycott.** The Supplier hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - f. **Foreign Terrorist Organizations.** The Supplier represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
 - g. **Immigration.** Supplier represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
 - h. **Undocumented Workers.** Supplier certifies that Supplier does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Supplier is convicted of a violation under 8 U.S.C. § 1324a(f), Supplier shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Supplier of the violation.

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

SECTION 8. Termination of Agreement.

- a. Termination.** The City, upon giving thirty (30) days' written notice to the Supplier, may terminate this Agreement for any reason, without cause, or simply for convenience. The Supplier, upon giving thirty (30) days' written notice to the City, may terminate this Agreement for cause.
- b.** Termination of this Agreement shall release each party from all obligations of this Agreement, except as specified in Section 6(b) of this Agreement.
- c. Obligations of City Upon Termination.** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Supplier agrees to render a final invoice to the City for Services performed by the Supplier prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

- a. Indemnification of City.** Supplier INDEMNIFIES and HOLDS HARMLESS the City, its officers, agents, and employees against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of the Supplier, the Supplier's agents, invitees, servants, and employees upon the property of the City, or arising or resulting from any defective or unsafe condition for which the Supplier is responsible, or for any apparatus, equipment, or other property of Supplier, or in any other manner arising out of any action or inaction of Supplier relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination of this Agreement for whatever cause.
- b. Commercial General Liability Insurance.** Supplier must maintain comprehensive commercial general liability insurance, covering the City and the Supplier for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Supplier and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for

products liability, and (iii) contractual liability coverage insuring the obligations of the Supplier under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.

- c. **Umbrella Liability.** Supplier must maintain umbrella liability insurance, covering the City and the Supplier for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage, including loss of use thereof, and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Supplier and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Supplier under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.
- d. **Professional Liability.** Supplier must maintain professional liability insurance. The insurance provided under this section must be in the amount of not less than \$1,000,000 per claim and must have an annual aggregate of not less than \$1,000,000.
- e. **Workers Compensation and Employer's Liability.** Supplier must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to Supplier's operations on City property. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights against the City and the City's respective agents and employees. Supplier must maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of the Supplier who may bring a claim outside the scope of the Texas Worker's Compensation laws or Federal acts applicable to the Supplier's operation on City property. Each policy must contain an endorsement waiving all rights of subrogation against the City and the City's respective agents and employees.
- f. **Waiver of Subrogation.** The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Supplier, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

- g. Insurance Requirements.** The phrases “Required Policy” and “Required Policies” mean each policy of insurance required to be maintained by the Supplier under the terms of this Agreement. Each Required Policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or a similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must be endorsed so as to require thirty (30) days’ prior written notice to the City in the event of cancellation. Required Policies must contain cross-liability clauses, when applicable and available. The Supplier must deliver to the City a certificate of insurance for any Required Policy no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Supplier fails to do so, such failure may be treated by the City as a default by the Supplier, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such Required Policy, and the Supplier must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Supplier to reimburse the City is a default by the Supplier under this Agreement.
- h. Indemnity for Noncompliance with Insurance Requirements.** Supplier INDEMNIFIES and HOLDS HARMLESS the City from any loss the Supplier may suffer due to the Supplier’s failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Supplier’s failure to comply with the terms, conditions, and warranties of any Required Policy.
- i. No Indemnification by the City.** The Supplier and the City expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

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

SECTION 11. Assignment and Subcontracting.

- a. Consent Required.** Supplier must not assign or subcontract the whole or any part of this Agreement without the City’s prior written consent.

- b. Subcontracting.** Any subcontract made by the Supplier with the consent of the City must incorporate, by reference, all the terms of this Agreement. Supplier agrees to guarantee the performance of any subcontractor used in the performance of the services.

SECTION 12. Other Provisions.

- a. Status as Independent Contractor.** The City and the Supplier are contractors independent of one another and neither party's employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- b. Applicable Law and Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, as amended, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Fort Bend County, Texas.
- c. Public Information Act.** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

- d. Notices.** All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Fulshear
Attn: Purchasing Coordinator
P.O. Box 279
Fulshear, Texas 77441
Email: coberrender@fulsheartexas.gov

(281) 346-8812

IF TO SERVICE PROVIDER:

Envirodyne Laboratories, Inc.

Attn: Laura Bojonia

11011 Brooklet Street

Suite 230

Houston, Texas 77099

Email: laurab@envirodyne.com

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

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

CITY:

CITY OF FULSHEAR, TEXAS

By: _____
JACK HARPER, *City Manager*

SUPPLIER:

ENVIRODYNE LABORATORIES, INC.

By: _____
Name: _____
Title: _____

REQUEST FOR PROPOSALS
For

Laboratory Services

RFP # 2021-090

Issued by the City of Fulshear, Texas

Sealed proposals will be accepted until 2 PM CT, May 26, 2021 and then publicly opened and read aloud thereafter.

Envirodyne Laboratories, Inc.

Legal Name of Responding Firm

Laura Bonjonia Lab Manager
Contact Person Title

281-568-7880 laurab@envirodyne.com
Telephone Number E-Mail Address

11011 Brooklet Drive Suite 230 Houston Texas 77099
Street Address of Principal Place of Business City/State Zip

11011 Brooklet Drive Suite 230 Houston Texas 77099
Complete Mailing Address City/State
Zip

Acknowledgment of Addenda: #1 Yes #2 N/A #3 N/A #4 N/A #5 N/A

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the City of Fulshear has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore, that I certify that I am legally authorized to sign this offer and to submit it to the City of Fulshear, on behalf of said offeror by authority of its governing body.



Authorized Signature

EXHIBIT A

BID SHEET RFP #2021-090

Note: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY, EXCEPT WHERE NOTED OTHERWISE.

Table 1 - Wastewater Testing

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
1	INFLUENT CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND, 5 DAY (BOD5)	100	EA	\$ 21.00	\$ 2100.00
2	CARBONACEOUS BIOLOGICAL OXYGEN DEMAND, 5 DAY (CBOD5)	160	EA	\$ 21.00	\$ 3360.00
3	E. COLI (MPN/100 ml)	104	EA	\$ 25.00	\$ 2600.00
4	ENTEROCOCCI (MPN/100 ml)	104	EA	\$ 20.00	\$ 2080.00
5	AMMONIA NITROGEN (NH3N)	160	EA	\$ 15.00	\$ 2400.00
6	TOTAL SUSPENDED SOLIDS (TSS)	160	EA	\$ 10.00	\$ 1600.00
7	AMMONIA NITROGEN	160	EA	\$ 15.00	\$ 2400.00
8	STORM WATER ANALYSIS (WASTEWATER SITE)	8	EA	\$ 156.00	\$ 1248.00
9	OIL/GREASE	100	EA	\$ 35.00	\$ 3500.00
Table 1 Total				\$	21288.00

#5 & #7 are the same item

Table 2 - Low Quantities

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
10	FECAL COLIFORMS (COLONIES PER 100 ML)	25	EA	\$ 20.00	\$ 500.00
11	MICROSCOPIC EVALUATION (MICRO)	48	EA	\$ 35.00	\$ 1680.00
12	PCB	2	EA	\$ 55.00	\$ 110.00
13	HEAVY METALS/METAL	5	EA	\$ 135.00	\$ 675.00
14	TOTAL HYDROCARBONS	10	EA	\$ 45.00	\$ 450.00
15	POLLUTANT SCAN	2	EA	\$ 90.00	\$ 180.00
16	IRON AND MANGANESE	10	EA	\$ 18.00	\$ 180.00
17	TOTAL DISSOLVED SOLIDS (TDS) AND CHLORIDES	10	EA	\$ 18.00	\$ 180.00
18	TURBIDITY	10	EA	\$ 7.00	\$ 70.00
19	CHLORADANE	2	EA	\$ 50.00	\$ 100.00
20	BACTERIOLOGICAL ANALYSIS	25	EA	\$ 15.00	\$ 375.00
Table 2 Total				\$	4500.00

EXHIBIT A

Table 3 - Process Control Analysis

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
21	MIXED LIQUOR VOLATILE SUSPENDED SOLIDS	100	EA	\$5.00	\$500.00
22	MIXED LIQUOR SUSPENDED SOLIDS	100	EA	\$10.00	\$1000.00
Table 3 Total				\$	\$1500.00

Table 4 - Drinking Water Analysis

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
23	WQP – WATER QUALITY PARAMETERS (Item Notes - (a) Test will consist of these parameters: Alkalinity, metals (Ca, Fe, Mn, Na) Total Hardness, Chloride, Conductivity, Sulfate, Ortho-Phos (PO4), TDS. (b) Stated quantity is the estimated amount of tests to be performed per TCEQ requirements.)	100	EA	\$ 125.00	\$ 1250.00
24	LEAD AND COPPER (Item Note: State quantity is the estimated amount of tests to be performed per TCEQ requirements.)	60	EA	\$ 28.00	\$ 1680.00
25	BACTERIOLOGICAL TEST - Item Note: Sample collection will be required. This shall be a turnkey unit cost for collection and analysis.	500	EA	\$ 38.00	\$ 19,000.00
26	WATER QUALITY PACKAGE - (Item Notes: pH(units), Total Hardness as CaCO3 (mg/l), Total Alkalinity as CaCO3 (mg/l), P. Alkalinity as CaCO3 9mg/l), Bicarbonate (mg/l), Carbonate (mg/l), Total Dissolved Solids (mg/l), Conductance (umhos/cm), Free CO2 (mg/l), Acidity (mg/l), Silica (mg/l), Calcium as CaCO3 (mg/l), Calcium (mg/l), Magnesium as CaCO3 (mg/l), Magnesium (mg/l), Foaming Agents (mg/l), Color (units), Turbidity (units), Cyanide (as free mg/l)-L, Sodium (mg/l), Potassium (mg/l), Total Iron (mg/l), Total Manganese (mg/l), Total Zinc (mg/l), Total Antimony (mg/l), Total Aluminum (mg/l), Total Arsenic (mg/l), Total Barium (mg/l), Total Beryllium (mg/l), Total Copper (mg/l) Total Silver (mg/l), Total Nickel (mg/l), Total Cadmium (mg/l), Total Chromium (mg/l), Total Lead (mg/l), Total Mercury (mg/l), Total Selenium (mg/l), Total Thallium (mg/l), Sulfate (mg/l), Chloride (mg/l), Nitrate (mg/l), Nitrite (mg/l), Fluoride (mg/l), Odor (Threshold#), Temperature (c/f) , Langelier Index, Ryzner Stability Index, Hydrogen Sulfide (mg/l))	25	EA	\$ 250.00	\$ 6250.00
Table 4 Total				\$	\$28,180.00
Grand Total Tables 1-4				\$	\$55,468.00

Name of Proposer Firm

Envirodyne Laboratories Inc.

Authorized Signature

Laura Bonjonia

Printed Name

Laura Bonjonia

Estimate

Date	Estimate #
6/28/2021	215863

Name / Address
City of Fulshear EMAIL ONLY Attn: Utilities PO Box 1134 Fulshear, TX 77441

Description	Qty	U/M	Rate	Total
BuyBoard Customer BEACON- AMA 5/8" x 3/4" E-Series, Stainless Steel, Twist Tight, LTE-M	300.0	ea	315.00	94,500.00
			Sales Tax (0.0%)	\$0.00
			Total	\$94,500.00
Phone #	(281) 391-8100	Fax #	(281) 391-8110	www accuratometer.com

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

AGENDA OF: 7/20/2021 **ITEMS:** IV.C.
DATE SUBMITTED: 7/11/2021 **DEPARTMENT:** Building Services

PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND ADOPT RESOLUTION NO. 2021-523 CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.182 AND IMPOSING CONDITIONS ON SAME

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The Developer, DR Horton, has submitted a petition to add additional land into Fort Bend County MUD No.182 (Tamarron). The tract of land, 68.256-acres, is entirely within the City of Fulshear's ETJ, and within the area covered by the Fulshear-"Tamarron" Development Agreement. In the area contemplated for MUD annexation is \$6,275,000 of development. Conditions are attached upon City consent to MUD annexation, such as:

- All plans and specifications for construction (road, water, sanitary sewer, and related improvements) will be submitted to the City for review
- And, the MUD shall obtain approval from the City for such construction
- Notice to the City of the start of construction
- The City may make periodic on-the-ground inspections during construction
- After construction is complete the MUD shall submit to the City a final copy of all "as built" and the project within a GIS format.

The District, Fort Bend County MUD No.182, was created by order of the Texas Commission on Environmental Quality, on March 16, 2006. The District is organized for the purposes found in Chapter 54, Texas Water Code, as amended, and V.T.C.A. Spec. Dist. Code Chapter 8176.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2021-523	7/12/2021	Backup Material
Exhibit A - Petition for MUD Annexation	7/12/2021	Backup Material

RESOLUTION NO. 2021-523

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the “City”) received the Petition for Consent to Addition of Land to a Municipal Utility District (“Petition”) of Fort Bend County Municipal Utility District No. 182 (the “District”) and D.R. Horton-Texas, Ltd., (collectively, “Petitioner”), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks to add that certain 68.256-acre tract of land described therein (the “Land”) to the District, the same being wholly located within the extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, section 54.0165 of the Texas Water Code and section 42.0425 of the Texas Local Government Code provide that the District may not add land that is located in the ETJ of the City 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 addition of the Land to 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 ____ day of _____ 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

PETITION FOR CONSENT TO
ADDITION OF LAND TO A MUNICIPAL UTILITY DISTRICT

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

The undersigned, D.R. Horton-Texas, Ltd. A Texas limited partnership and Fort Bend County Municipal Utility District No. 182 (collectively, the "Property Owner"), respectfully petitions the City of Fulshear, Texas for its consent to the addition of land to Fort Bend County Municipal Utility District No. 182, (the "District"). In support of this Petition, the Property Owner would show the following:

I.

The land sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

II.

The Tract is located wholly within Fort Bend County, Texas, and within the extraterritorial jurisdiction of the City of Fulshear, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

Property Owner is the holder of title to the Tract as shown by the Fort Bend County Tax Rolls and conveyances of record. There are no liens on the Tract.

IV.

The District was organized, created by Order of the Texas Commission on Environmental Quality ("TCEQ"), dated March 16, 2006. The District is organized for the purposes found in Chapter 54, Texas Water Code, as amended, and V.T.C.A. Spec. Dist. Code Chapter 8176 to provide for:

- (1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;
- (2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;

- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state;
- (8) the preservation of all natural resources of the state; and
- (9) the construction, operation and maintenance of roads serving the District.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction, installation, maintenance, purchase and operation of roads, parks and recreational facilities and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system, roads and park and recreational facilities.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and/or residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$6,275,000.

WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Fulshear, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

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RESPECTFULLY SUBMITTED this 26th day of May, 2021.

“DISTRICT”

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 182



President, Board of Directors

ATTEST:



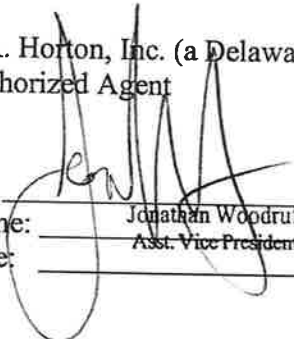
Secretary, Board of Directors



"PROPERTY OWNER"

D.R. HORTON – TEXAS, LTD., a Texas limited partnership

By: D.R. Horton, Inc. (a Delaware corporation)
Its: Authorized Agent

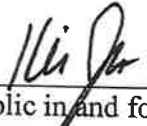
By: 
Name: Jonathan Woodruff
Title: Asst. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 26 day of MAY, 2021, by JONATHAN WOODRUFF ASSISTANT VP of D. R. Horton, Inc., a Delaware corporation, authorized agent of D. R. Horton-Texas, Ltd., a Texas limited partnership, on behalf of said corporation and said limited partnership.



(SEAL)



Notary Public in and for
the State of Texas

EXHIBIT "A"

May 24, 2021
Job No. 2193-0000.102

METES AND BOUNDS DESCRIPTION
OF 68.256 ACRES OF LAND
6TH ANNEXATION OF
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182

Being 68.256 acres of land located in the Micajah Autrey Survey, Abstract No. 100, Fort Bend County, Texas, more particularly being a portion of that certain called 631.26 acre tract conveyed to D. R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.), said 68.256 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to that certain called 686.0183 acre tract of record under File Number 2005052341, F.B.C.O.P.R.);

COMMENCING for reference on the north line of said 631.26 acre tract, at the southwest corner of that certain called 686.0183 acre tract (referred to as Tract I) conveyed to D. R. Horton – Texas, LTD by an instrument of record under File Number 2013000056, F.B.C.O.P.R., same being the southwest corner of the J. D. Vermillion Survey, Abstract Number 339, Fort Bend County, Texas and on the common line of said Micajah Autrey Survey, and the J. D. Vermillion Survey;

Thence, North 87° 51' 47" East, along the common line of said 631.26 acre tract and said 686.0183 acre tract, and along said common survey line, 2,314.37 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North 87° 51' 47" East, along said common line, 242.97 feet to a point for corner;

Thence, South 27° 55' 03" East, departing said common line, 704.36 feet to a point for corner;

Thence, South 20° 09' 09" East, 111.02 feet to a point for corner;

Thence, South 37° 56' 00" East, 141.65 feet to a point for corner;

Thence, South 82° 03' 11" East, 118.15 feet to a point for corner;

Thence, South 17° 03' 46" East, 252.06 feet to a point for corner;

Thence, South 34° 56' 09" East, 341.04 feet to a point for corner;

Thence, South 02° 29' 20" East, 286.12 feet to a point for corner;

Thence, South 03° 50' 33" West, 515.89 feet to a point for corner;

Thence, South 05° 27' 05" West, 765.23 feet to a point for corner;

Thence, South 66° 09' 38" East, 185.88 feet to a point for corner;

Thence, South 00° 00' 08" West, 482.80 feet to a point for corner on the south line of the aforementioned 631.26 acre tract and the north line of that certain called 2,214.27 acre tract conveyed to S. G. Partners, L.P. by an instrument of record in File Number 2010006543, F.B.C.O.P.R.;

Thence, South 87° 29' 08" West, along the south line of said 631.26 acre tract and along the north line of said 2,214.27 acre tract, 183.14 feet to a point for corner;

Thence, North 00° 00' 14" East, departing said common line, 569.11 feet to a point for corner;

Thence, North 67° 41' 09" West, 3,213.09 feet to a point for corner, the beginning of a curve;

Thence, 299.25 feet along the arc of a non-tangent curve to the right, having a radius of 2,110.00 feet, a central angle of $08^{\circ} 07' 34''$, and a chord which bears North $00^{\circ} 19' 41''$ West, 299.00 feet to a point for corner;

Thence, North $04^{\circ} 23' 28''$ West, 5.25 feet to a point for corner;

Thence, North $86^{\circ} 07' 57''$ East, departing the east right-of-way line of said Texas Heritage Parkway, 135.87 feet to a point for corner, the beginning of a curve;

Thence, 126.90 feet along the arc of a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of $145^{\circ} 24' 56''$, and a chord which bears South $67^{\circ} 22' 04''$ East, 95.48 feet to a point for corner;

Thence, South $50^{\circ} 04' 31''$ East, 24.93 feet to a point for corner;

Thence, South $89^{\circ} 04' 05''$ East, 104.00 feet to a point for corner;

Thence, North $85^{\circ} 08' 13''$ East, 106.76 feet to a point for corner, the beginning of a curve;

Thence, 103.36 feet along the arc of a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of $118^{\circ} 26' 22''$, and a chord which bears South $78^{\circ} 15' 46''$ East, 85.91 feet to a point for corner;

Thence, South $54^{\circ} 39' 42''$ East, 30.49 feet to a point for corner;

Thence, North $86^{\circ} 07' 57''$ East, 163.94 feet to a point for corner;

Thence, South $31^{\circ} 08' 56''$ East, 24.15 feet to a point for corner;

Thence, South 44° 37' 26" East, 340.94 feet to a point for corner;

Thence, South 48° 41' 52" East, 191.66 feet to a point for corner;

Thence, South 67° 45' 47" East, 152.07 feet to a point for corner;

Thence, North 84° 18' 19" East, 20.00 feet to a point for corner, the beginning of a curve;

Thence, 160.14 feet along the arc of a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 183° 30' 14", and a chord which bears North 82° 33' 12" East, 9.95 feet to a point for corner, the beginning of a reverse curve;

Thence, 21.16 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 48° 30' 10", and a chord which bears North 15° 03' 10" East, 20.54 feet to a point for corner;

Thence, North 41° 29' 46" East, 20.65 feet to a point for corner;

Thence, South 46° 18' 43" East, 131.23 feet to a point for corner;

Thence, North 50° 43' 12" East, 1,183.82 feet to a point for corner;

Thence, North 42° 19' 21" East, 51.71 feet to a point for corner;

Thence, North 24° 40' 19" East, 56.61 feet to a point for corner;

Thence, North 06° 42' 35" East, 55.79 feet to a point for corner;

Thence, North 09° 10' 57" West, 43.73 feet to a point for corner;

68.256 Acres

May 24, 2021
Job No. 2193-0000.102

Thence, North 24° 07' 41" West, 49.90 feet to a point for corner;

Thence, North 41° 12' 44" West, 50.99 feet to a point for corner;

Thence, North 53° 34' 28" West, 54.59 feet to a point for corner;

Thence, North 29° 43' 14" West, 139.52 feet to a point for corner;

Thence, North 21° 15' 41" West, 49.90 feet to a point for corner;

Thence, North 19° 09' 21" West, 91.86 feet to a point for corner;

Thence, North 12° 07' 17" West, 215.84 feet to a point for corner;

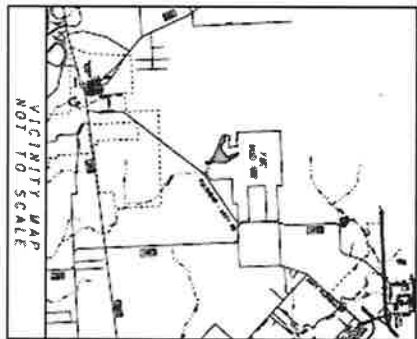
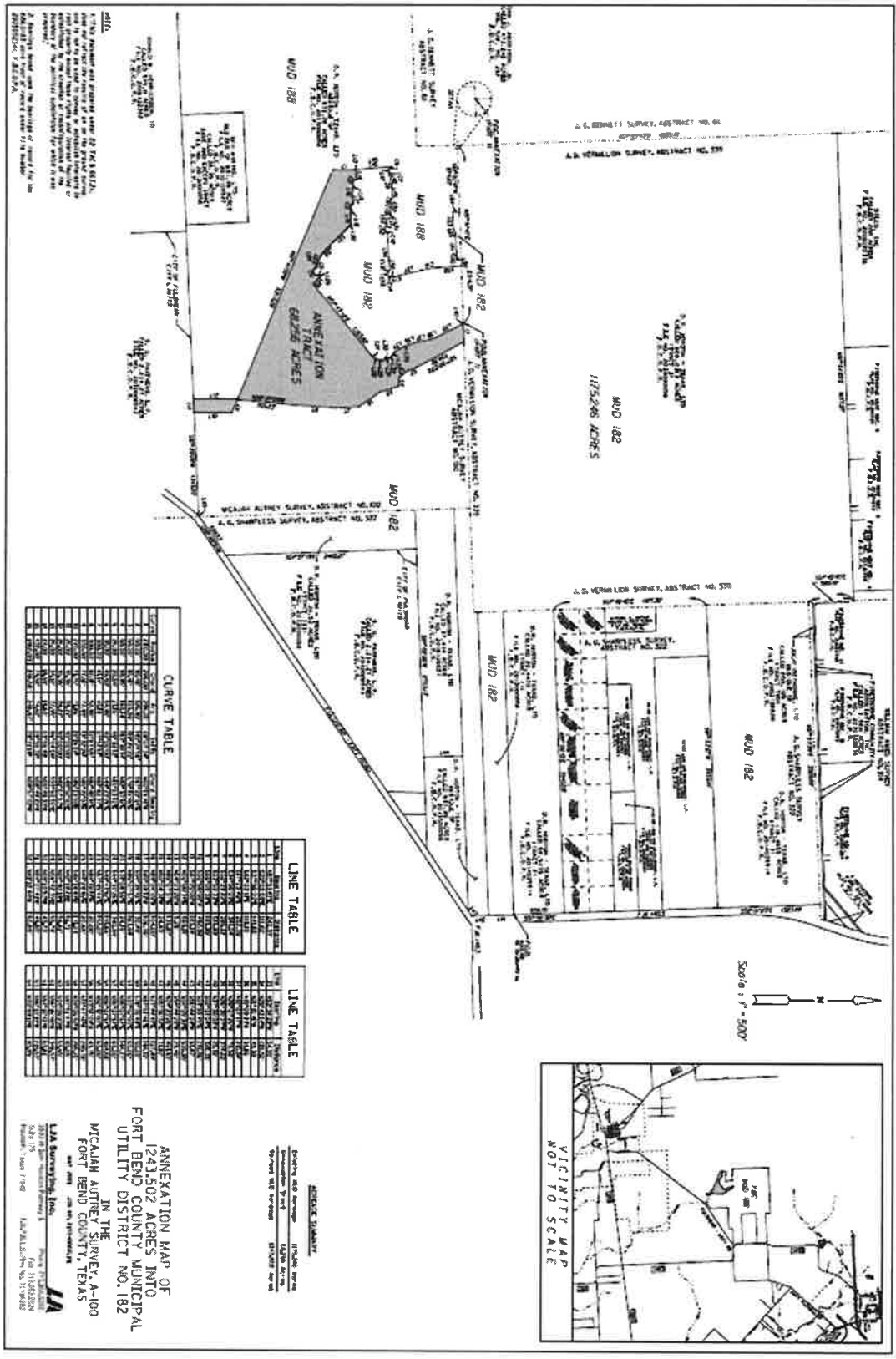
Thence, North 20° 07' 25" West, 79.58 feet to a point for corner;

Thence, North 26° 39' 37" West, 374.82 feet to a point for corner;

Thence, North 37° 30' 01" West, 25.18 feet to The POINT OF BEGINNING and containing 68.256 acres of land.

Note: 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 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LJA Surveying, Inc



CURVE TABLE

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1	0+00	0+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
2	0+10	0+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
3	0+20	0+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
4	0+30	0+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
5	0+40	0+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
6	0+50	0+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
7	0+60	0+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
8	0+70	0+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
9	0+80	0+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
10	0+90	1+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
11	1+00	1+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
12	1+10	1+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
13	1+20	1+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
14	1+30	1+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
15	1+40	1+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
16	1+50	1+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
17	1+60	1+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
18	1+70	1+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
19	1+80	1+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
20	1+90	2+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
21	2+00	2+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
22	2+10	2+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
23	2+20	2+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
24	2+30	2+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
25	2+40	2+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
26	2+50	2+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
27	2+60	2+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
28	2+70	2+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
29	2+80	2+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
30	2+90	3+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"

LINE TABLE

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1	0+00	0+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
2	0+10	0+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
3	0+20	0+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
4	0+30	0+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
5	0+40	0+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
6	0+50	0+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
7	0+60	0+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
8	0+70	0+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
9	0+80	0+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
10	0+90	1+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
11	1+00	1+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
12	1+10	1+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
13	1+20	1+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
14	1+30	1+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
15	1+40	1+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
16	1+50	1+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
17	1+60	1+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
18	1+70	1+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
19	1+80	1+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
20	1+90	2+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
21	2+00	2+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
22	2+10	2+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
23	2+20	2+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
24	2+30	2+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
25	2+40	2+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
26	2+50	2+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
27	2+60	2+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
28	2+70	2+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
29	2+80	2+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
30	2+90	3+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"

LINE TABLE

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
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3	0+20	0+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
4	0+30	0+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
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6	0+50	0+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
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9	0+80	0+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
10	0+90	1+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
11	1+00	1+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
12	1+10	1+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
13	1+20	1+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
14	1+30	1+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
15	1+40	1+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
16	1+50	1+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
17	1+60	1+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
18	1+70	1+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
19	1+80	1+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
20	1+90	2+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
21	2+00	2+10	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
22	2+10	2+20	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
23	2+20	2+30	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
24	2+30	2+40	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
25	2+40	2+50	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
26	2+50	2+60	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
27	2+60	2+70	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
28	2+70	2+80	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
29	2+80	2+90	N 89° 59' 59" W	100.00	100.00	90° 00' 01"
30	2+90	3+00	N 89° 59' 59" W	100.00	100.00	90° 00' 01"

ANNEXATION MAP OF 1243.502 ACRES INTO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182 IN THE MICALAH AUSTREY SURVEY A-100 FORT BEND COUNTY, TEXAS

Prepared by: **LAASurveying, Inc.**
 10000 Katy Freeway, Suite 1000
 Houston, Texas 77054
 Phone: 281.468.1100
 Fax: 281.468.1101
 Website: www.laasurveying.com

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

AGENDA OF: 7/20/2021 **ITEMS:** IV.D.
DATE SUBMITTED: 7/11/2021 **DEPARTMENT:** Building Services

PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO.2021-524, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO.2 AND IMPOSING CONDITIONS ON SAME

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City of Fulshear has received a petition to annex additional land to Fulshear MUD No.2 (Fulshear Run), specifically 111.5278-acres, encompassing Fulshear Run Section's 4,5, and 6. Exhibit A attached contains the petition and detailed metes/bounds description of the area to be annexed, and Exhibit B contains certain conditions that will be attached to the City's consent of annexation.

Within the area to be annexed into the MUD, a value of \$10,000,000 is anticipated for water, sanitary sewer, stormwater, paving and related improvements. This land is also already covered by the Fulshear Run PUD zoning designation and development agreement.

RECOMMENDATION

Staff recommends approval of the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No.2021-524	7/12/2021	Backup Material
Exhibit A - Petition for MUD Annexation	7/12/2021	Backup Material
Exhibit B to Resolution No.2021-524	7/12/2021	Backup Material

RESOLUTION NO. 2021-524

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 2 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the “City”) received the Petition for Consent to Addition of Land to a Municipal Utility District (“Petition”) of Fulshear Municipal Utility District No. 2 (the “District”), DHK Circle S, LLC, and DHK Development, Inc., and Tri Pointe Homes Texas, Inc., (collectively, “Petitioner”), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks to add that certain 111.5278-acre tract of land described therein (the “Land”) to the District, the same being wholly located in the corporate limits of the City; and

WHEREAS, section 54.016 of the Texas Water Code provides that the District may not add land that is located in the corporate limits of the City unless the City Council of the City of Fulshear, Texas (the “City Council”) gives its written consent; and

WHEREAS, section 54.016 of the Texas Water Code further 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 addition of the Land to the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places those certain conditions or restrictions on the District as set forth in **Exhibit B** attached hereto and incorporated herein for all purposes.

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 _____ day of _____ 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

COATS | ROSE

A PROFESSIONAL CORPORATION

JOHN G. CANNON
DIRECTOR

JCANNON@COATSROSE.COM
DIRECT: (713) 653-5735
FAX: (713) 890-3958

June 24, 2021

VIA Federal Express

Jack Harper
City Manager
City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

Re: Fulshear Municipal Utility District No. 2/Fulshear Run

Dear Mr. Harper:

Fulshear Municipal Utility District No. 2 (the "District") has received a Petition for Addition of Land from DHK Circle S, LLC, DHK Development, Inc. and Tri Point Homes Texas, Inc. to annex 111.5278 acres of land adjacent to the District which is currently being developed as Fulshear Run, Sections 4, 5 and 6 into the District.

The 111.5278 acres of land is located within the previously-approved PUD for Doug Konopka's development known as Fulshear Run. I have enclosed a map of the PUD showing the location of the 11.5278 acres to the 141.0761 acres of land which currently comprise the District.

I have attached a copy of the Petition for Addition of Land from DHK Circle S, LLC, DHK Development, Inc. and Tri Point Homes Texas, Inc. as well as an original Petition for Consent to Addition of Land to a Municipal Utility District from DHK Circle S, LLC, DHK Development, Inc. and Tri Point Homes Texas, Inc. and the District requesting the City's consent for the annexation.

Our desire is to have the annexation complete as soon as possible.

9 GREENWAY PLAZA, STE 1000, HOUSTON, TEXAS 77046
PHONE: (713) 651-0111 FAX: (713) 651-0220

coatsrose.com

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | NEW ORLEANS | CINCINNATI

Jack Harper
City Manager
City of Fulshear
July 24, 2021
Page 2 (of 2 pages)

Please let me know what additional information you need from me.

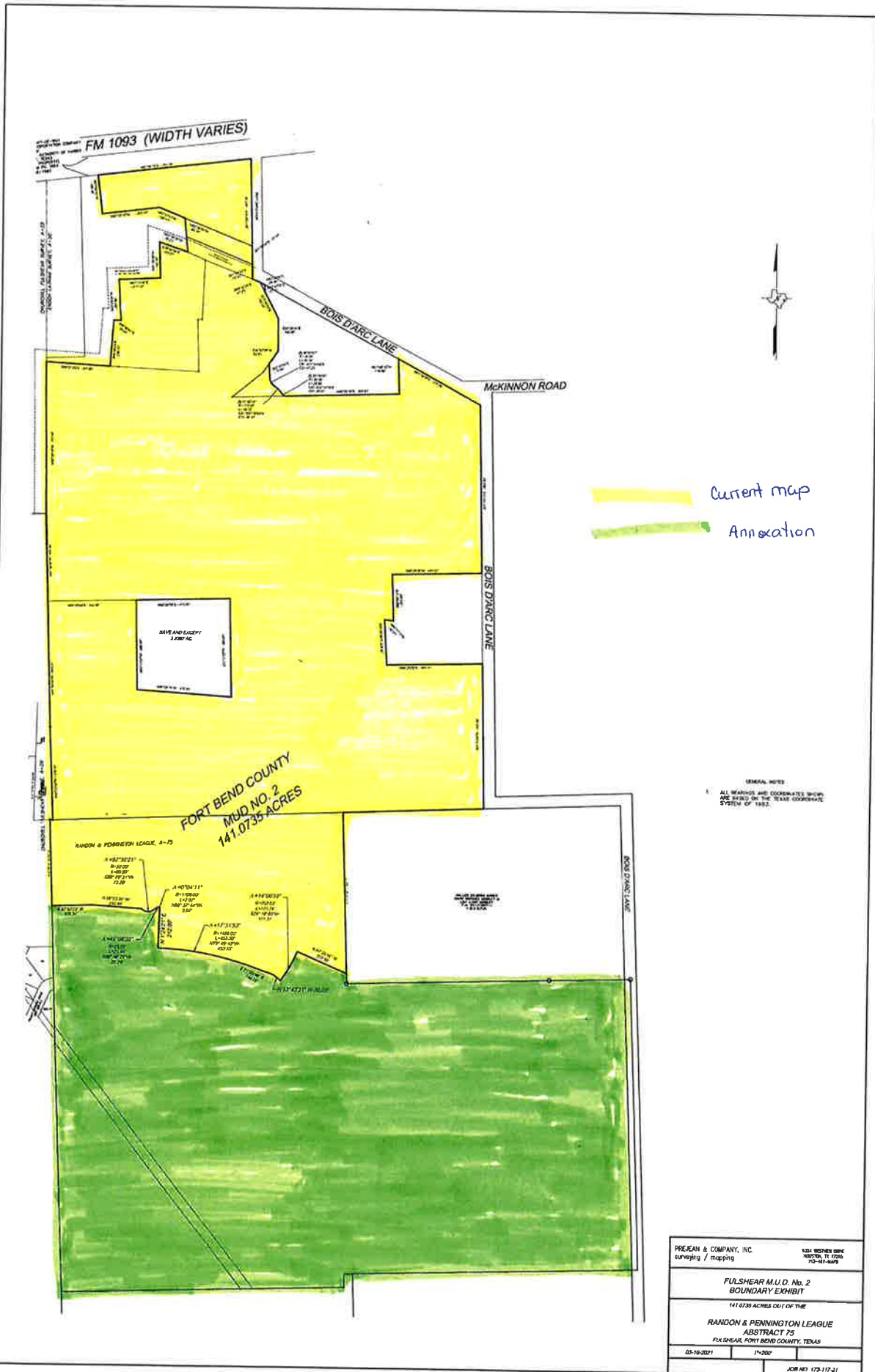
Very truly yours,

Coats Rose, P.C.

By:



cc: Grady Randle (w/enc.)
Doug Konopka (w/enc.)
Daniel Gillham (w/enc.)
Noah Worley (w/enc.)
Beth Van Doren (firm)



FM 1093 (WIDTH VARIES)

BOIS D'ARC LANE

McKINNON ROAD

Current map

Annexation

FORT BEND COUNTY
MUD NO. 2
141.0735 ACRES

RANDON & PENNINGTON LEAGUE, A-75

GENERAL NOTES
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE STATE COORDINATE SYSTEM OF 1983.

PREJEAN & COMPANY, INC. surveying / mapping	1824 HENRY DRIVE HOUSTON, TX 77056 713-447-8899
FULSHEAR M.U.D. No. 2 BOUNDARY EXHIBIT	
141.0735 ACRES OUT OF THE	
RANDON & PENNINGTON LEAGUE ABSTRACT 75 FKA SNEAR, FORT BEND COUNTY, TEXAS	
05-16-2021	1"=200'
JOB NO. 172-117-21	

PETITION FOR CONSENT TO
ADDITION OF LAND TO A MUNICIPAL UTILITY DISTRICT
(Fulshear Run Section 4, 5, 6)

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

The undersigned, Fulshear Municipal Utility District No. 2 (the "District") and DHK CIRCLE S, LLC, a Texas limited liability company, DHK Development, Inc., a Texas corporation, and Tri Pointe Homes Texas, Inc., a Texas corporation, formerly named Trendmaker Homes, Inc. (collectively, the "Property Owner"), respectfully petition the City of Fulshear, Texas for its consent to the addition of land to the District. In support of this Petition, the District would show the following:

I.

The land sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Tract lies wholly within Fort Bend County, Texas, and within the City limits of the City of Fulshear, Texas.

III.

Property Owner is the holder of title to the Tract as shown by the Fort Bend County Tax Rolls and conveyances of record. There are no liens on the Tract, except for those held by First Continental Investment Co., Ltd., a Texas limited partnership, and Central Bank.

IV.

The District was organized, created by the 83rd Texas Legislature of the State of Texas, SB 1843 ("Bill") adding Chapter 8480 to the Special Local Laws Code, as amended. The District is organized for the purposes found in Chapter 54, Texas Water Code, as amended, to provide for:

- (1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;
- (2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;

- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;
- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state; and
- (8) the preservation of all natural resources of the state.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction, installation, maintenance, purchase and operation of roads, parks and recreational facilities and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services. The health and welfare of the future inhabitants of the Tract require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system, roads and parks recreational facilities.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems will conserve and preserve the natural resources of this State by promoting and protecting

the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and/or residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$10,000,000.00.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Fulshear, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED THIS 7th day of May, 2021.

"District"

FULSHEAR MUNICIPAL
UTILITY DISTRICT NO. 2

ATTEST:

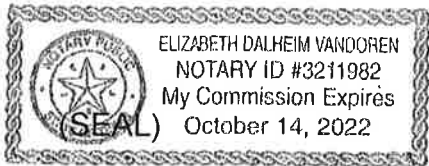
By: Mary Long Alford
Name: MARY LONG ALFORD
Title: vice-pres.

By: Constance McMurken
Name: CONSTANCE MCMURKEN
Title: SECRETARY



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th day of May 2021, by Mary Long Alford V.P. of the Board of Directors of Fulshear Municipal Utility District No. 2 of Fort Bend County, a political subdivision, on behalf of said political subdivision.



Elizabeth Dalheim Vandoren
Notary Public in and for
the State of Texas

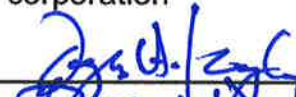
"Property Owner"

DHK CIRCLE S, LLC,
a Texas limited liability company

By: DHK Development, Inc.,
its Manager

By: 
Douglas H. Konopka, President

DHK Development, Inc.
a Texas corporation

By: 
Name: Douglas H. Konopka
Title: President

Tri Pointe Homes Texas, Inc.
a Texas corporation

By: _____
Name: _____
Title: _____

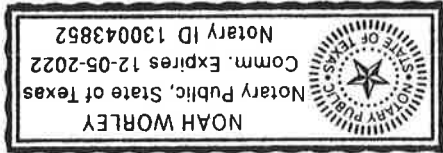
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

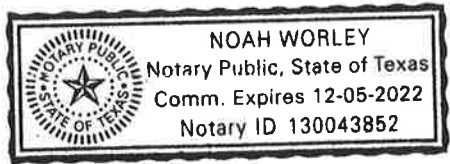
This instrument was acknowledged before me on this 11th day of May, 2021, by Douglas H. Konopka, President of DHK Development, Inc., manager of DHK CIRCLE S, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Noah Worley

Notary Public – State of Texas



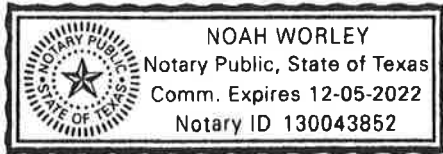
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 11th day of May, 2021, by Douglas H. Konopka, President of DHK Development Inc, a Texas corporation, on behalf of said corporation.

(SEAL)



Noah Worley

Notary Public – State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this ___ day of _____, 2021, by _____, _____ of Tri Pointe Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public – State of Texas

"Property Owner"

DHK CIRCLE S, LLC,
a Texas limited liability company

By: DHK Development, Inc.,
its Manager

By: _____
Douglas H. Konopka, President

DHK Development, Inc.
a Texas corporation

By: _____
Name: _____
Title: _____

Tri Pointe Homes Texas, Inc.
a Texas corporation

By: _____
Name: COITINAS PIER
Title: vice president

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this ____ day of _____, 2021, by Douglas H. Konopka, President of DHK Development, Inc., manager of DHK CIRCLE S, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public – State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, _____ of DHK Development Inc, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public – State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 8 day of June, 2021, by Collins Pier, vice president of Tri Pointe Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



Lindsey Kucera

Notary Public – State of Texas

CERTIFICATE OF NO TENANTS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

I, Douglas H. Konopka, the President of DHK Development, Inc., a Texas corporation, manager of DHK CIRCLE S, LLC, a Texas limited liability company, on behalf of said limited liability company and said limited liability company, owner of the land described in Exhibit "A" attached hereto, do hereby certify that as of this date there is no one residing on all or part of the land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

WITNESS MY HAND this 11th day of May, 2021.

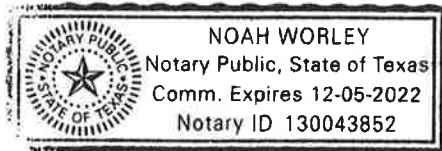
DHK CIRCLE S, LLC,
a Texas limited liability company

By: DHK Development, Inc.,
a Texas corporation,
Manager

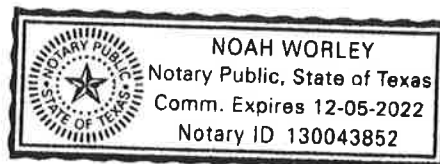
By: [Signature]
Name: Douglas H. Konopka
Title: President

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 11th day of May, 2021, by Douglas H. Konopka, President of DHK Development, Inc., a Texas corporation, the manager of DHK CIRCLE S, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public - State of Texas



CERTIFICATE OF NO TENANTS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

I, Douglas H. Konopka, the President of DHK Development, Inc., a Texas corporation, on behalf of said corporation, owner of the land described in Exhibit "A" attached hereto, do hereby certify that as of this date there is no one residing on all or part of the land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

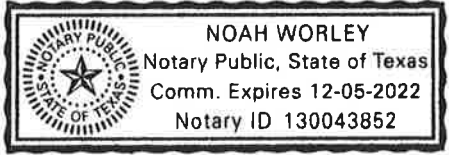
WITNESS MY HAND this 11th day of May, 2021.

DHK Development, Inc.,
a Texas corporation,

By: [Signature]
Name: Douglas H. Konopka
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 11th day of May, 2021, by Douglas H. Konopka, President of DHK Development, Inc., a Texas corporation on behalf of said corporation.



[Signature]
Notary Public - State of Texas

CERTIFICATE OF NO TENANTS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

I, Collins Pier, the vice president of Tri Pointe Homes Texas, Inc., a Texas corporation, on behalf of said corporation, owner of the land described in Exhibit "A" attached hereto, do hereby certify that as of this date there is no one residing on all or part of the land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

WITNESS MY HAND this 8 day of June, 2021.

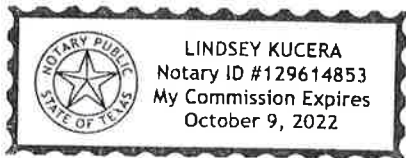
Tri Pointe Homes Texas, Inc.
a Texas corporation,

By: [Signature]
Name: Collins Pier
Title: vice president

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 8 day of June, 2021, by Collins Pier, vice president of Tri Pointe Homes Texas, Inc., a Texas corporation on behalf of said corporation.

Lindsey Kucera
Notary Public - State of Texas



CONSENT OF LIENHOLDER

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

First Continental Investment Co. Ltd., the owner and holder of a deed of trust lien and/or vendor's lien affecting all or a portion of the Tract of land described by metes and bounds set out in Exhibit "A" attached hereto, hereby executes this Consent of Lienholder solely to evidence its consent to the annexation of such tracts of land into Fulshear Municipal Utility District No. 2.

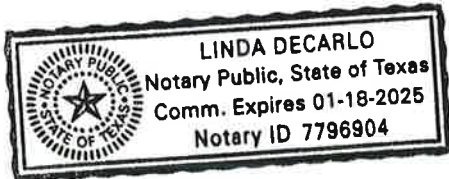
EXECUTED this 11 day of May, 2021.

FIRST CONTINENTAL INVESTMENT CO.,
LTD., a Texas limited partnership

By: *Todd Aiken*
Name: Todd Aiken
Title: EVP

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 11 day of May, 2021, by Todd Aiken, EVP of First Continental Investment Co., LTD., a Texas limited partnership, on behalf of said limited partnership.



Linda Decarlo
Notary Public - State of Texas

(SEAL)

Name Printed or Typed
My Commission Expires: _____

CONSENT OF LIENHOLDER

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

Central Bank, a Texas state bank, the owner and holder of a deed of trust lien and/or vendor's lien affecting all or a portion of the Tract of land described by metes and bounds set out in Exhibit "A" attached hereto, hereby executes this Consent of Lienholder solely to evidence its consent to the annexation of such tracts of land into Fulshear Municipal Utility District No. 2.

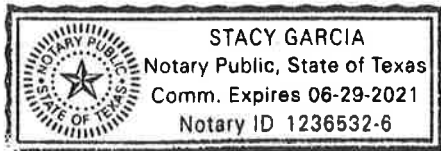
EXECUTED this 12 day of MAY, 2021.

CENTRAL BANK, a Texas state bank

By: [Signature]
Name: Scott M. Stevens
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 12 day of May, 2021, by Scott M. Stevens, S.V.P. of Central Bank, a Texas state bank, on behalf of said bank.



(SEAL)

[Signature]
Notary Public - State of Texas
Stacy Garcia
Name Printed or Typed
My Commission Expires: 6/29/21

**CERTIFICATE OF AUTHORITY
TO EXECUTE INSTRUMENTS**

I, Kristina Fenske, the undersigned Executive Vice President of Central Bank, do hereby certify that:

Scott M. Stevens, Senior Vice President of Central Bank, was authorized and empowered to execute, in the name and on behalf of Central Bank, any and all documents necessary to evidence Central Bank's consent as lienholder to the annexation of the tract of land described by metes and bounds in the attached Exhibit "A" into the Fulshear Municipal Utility District No. 2.

Executed this 12 day of May, 2021.

By: [Signature]
Name: KRISTINA FENSKE
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 12 day of MAY, 2021 did personally appear Kristina Fenske, Executive Vice President of Central Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration expressed therein on behalf of said bank.



[Signature]
Notary Public in and for
the State of Texas
Stacy Garcia
Name printed or typed
Commission Expires: 6/29/21

CERTIFICATE OF CORPORATE RESOLUTION

I, Douglas H. Konopka, PRESIDENT, of DHK Development, Inc., a Texas corporation, (the "Corporation"), General Partner of DHK CIRCLE S, LLC, a Texas limited liability company (the "Company") do hereby certify that I am a duly elected, qualified and acting _____ of the Corporation; that there is no provision of the Articles of Organization of the Corporation limiting the power of the Corporation to pass the resolutions set forth below and that said resolutions are in conformity with the provisions of the Company's Articles of Organization; and that by Unanimous Written Consent of the Directors of the Corporation, the following preambles and resolutions were duly passed and adopted and that the same have not been altered, amended, rescinded or repealed and are now in full force and effect.

WHEREAS, the Corporation is the sole manager of the Company;

WHEREAS, the Company is the owner of a portion of the 111.5278 acre tract (the "Property") more particularly described by metes and bounds in Exhibit "A" attached hereto and made part hereof for all purposes;

WHEREAS, the Company desires to annex the Property into Fulshear Municipal Utility District No. 2 (the "District");

WHEREAS, the Corporation, as Manager of the Company, has determined that the annexation of the Property into the District is in the best interest of the Corporation and the Company;

NOW THEREFORE, BE IT RESOLVED, that the Directors of the Corporation do hereby authorize the Corporation, in the Corporation's capacity as Manager of and on behalf of the Company, to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District.

FURTHER RESOLVED, that Doug Konopka, acting in his capacity as President of the Corporation in its capacity as Manager of the Company, is hereby authorized to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District, and may execute all instruments and take such other action associated with the annexation of the Property into such District.

DHK Development, Inc., a Texas corporation

By: 

Douglas H. Konopka, President

CERTIFICATE OF CORPORATE RESOLUTION

I, Douglas H. Konopka, President, of DHK Development, Inc., a Texas corporation, (the "Corporation"), do hereby certify that I am a duly elected, qualified and acting _____ of the Corporation; that there is no provision of the Articles of Organization of the Corporation limiting the power of the Corporation to pass the resolutions set forth below and that said resolutions are in conformity with the provisions of the Company's Articles of Organization; and that by Unanimous Written Consent of the Directors of the Corporation the following preambles and resolutions were duly passed and adopted and that the same have not been altered, amended, rescinded or repealed and are now in full force and effect.

WHEREAS, the Corporation is the owner of a portion of the 111.5278 acre tract (the "Property") more particularly described by metes and bounds in Exhibit "A" attached hereto and made part hereof for all purposes;

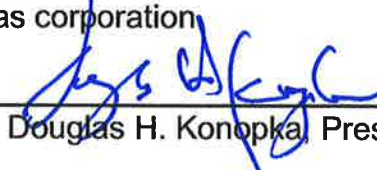
WHEREAS, the Corporation desires to annex the Property into Fulshear Municipal Utility District No. 2 (the "District");

WHEREAS, the Corporation has determined that the annexation of the Property into the District is in the best interest of the Corporation;

NOW THEREFORE, BE IT RESOLVED, that the Directors of the Corporation do hereby authorize the Corporation to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District.

FURTHER RESOLVED, that Doug Konopka, acting in his capacity as President of the Corporation is hereby authorized to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District, and may execute all instruments and take such other action associated with the annexation of the Property into such District.

DHK Development, Inc.
a Texas corporation

By: 
Douglas H. Konopka, President

CERTIFICATE OF CORPORATE RESOLUTION

I, Collins Pier, vice president, of Tri Pointe Homes Texas, Inc., a Texas corporation, (the "Corporation"), do hereby certify that I am a duly elected, qualified and acting _____ of the Corporation; that there is no provision of the Articles of Organization of the Corporation limiting the power of the Director to pass the resolutions set forth below and that said resolutions are in conformity with the provisions of the Company's Articles of Organization; and that by Unanimous Written Consent of the Directors of the Corporation, the following preambles and resolutions were duly passed and adopted and that the same have not been altered, amended, rescinded or repealed and are now in full force and effect.

WHEREAS, the Corporation is the owner of a portion of the 111.5278 acre tract (the "Property") more particularly described by metes and bounds in Exhibit "A" attached hereto and made part hereof for all purposes;

WHEREAS, the Corporation desires to annex the Property into Fulshear Municipal Utility District No. 2 (the "District");

WHEREAS, the Corporation has determined that the annexation of the Property into the District is in the best interest of the Corporation;

NOW THEREFORE, BE IT RESOLVED, that the Directors of the Corporation do hereby authorize the Corporation to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District.

FURTHER RESOLVED, that _____, acting in his capacity as President of the Corporation is hereby authorized to execute the Petition for Addition of Certain Land to the District and a Petition for Consent to Annex Land into a Municipal Utility District, and may execute all instruments and take such other action associated with the annexation of the Property into such District.

Tri Pointe Homes Texas, Inc.
a Texas corporation

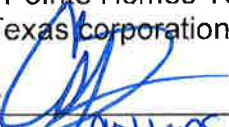
By: 
Name: Collins Pier
Title: vice president

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
111.5278 ACRES OUT OF THE
RANDON AND PENNINGTON LEAGUE, A-75
FORT BEND COUNTY, TEXAS

All that certain 111.5278 acre tract of land in the Randon & Pennington League, A-75, Fort Bend County, Texas and being a portion of and being more particularly described by metes and bounds as follows:

BEGINNING at a found boat spike in asphalt in the centerline of Bois D'Arc Lane marking the southeast corner of that certain called 93.698 acre tract of land conveyed to Trendmaker Homes, LLC, described in a deed filed in the Official Public Records of Real Property of Fort Bend County, Texas at Clerk's File Number 2019070026;

THENCE S 88° 17' 52" W - 1,503.74' to a found 5/8" iron rod with cap for corner;

THENCE S 1° 51' 44" E - 69.08' to a found 5/8" iron rod with cap for corner;

THENCE S 88° 22' 39" W - 1,447.80' to a found 5/8" iron rod with cap for corner;

THENCE N 2° 06' 35" W - 1,984.77' to a found 5/8" iron rod with cap for corner;

THENCE N 87° 53' 25" E - 209.34' to a found 5/8" iron rod with cap for corner;

THENCE S 86° 23' 35" E - 250.88' to a found 5/8" iron rod with cap for corner and being a point on a curve to the left having a central angle of 92° 35' 20", a radius of 50.00', a chord bearing of N 88° 29' 31" E - 72.29';

THENCE with said curve to the left and with the south right-of-way line of Heron View Lane (50' radius cul-de-sac) an arc distance of 80.80' to a found 5/8" iron rod with cap marking the Point of Reverse Curvature of a curve to the right having a central angle of 49° 09' 33", a radius of 25.00', a chord bearing of N 66° 46' 01" E - 20.80';

THENCE with said curve to the left and continuing with said south right-of-way line an arc distance of 21.45' to a found 5/8" iron rod with cap for the Point of Compound Curvature of a curve to the right having a central angle of 00° 04' 09", a radius of 1,700.00', a chord bearing of S 88° 37' 44" E - 2.05';

THENCE with said curve to the right and continuing with said south right-of-way line for an arc distance of 2.05' to a found 5/8" iron rod with cap for corner;

THENCE S 1° 24' 21" W - 212.00' to a found 5/8" iron rod with cap for corner and being a point on a curve to the right having a central angle of 17° 31' 53", a radius of 1,488.00', a chord bearing of S 79° 49' 42" E - 453.53';

THENCE with said curve to the right for an arc distance of 455.30' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE S 71° 03' 46" E - 144.75' to a found 5/8" iron rod with cap for corner;

THENCE S 53° 43' 31" E - 50.00, with the end of Woods Hollow Trail (50' wide) to a found 5/8" iron rod with cap for corner and being a point on a curve to the left having a central angle of 14° 00' 59", a radius of 702.03', a chord bearing of N 29° 18' 03" E - 171.31';

THENCE with said curve to the left and with the east right- of way line of said Woods Hollow Trail for an arc distance of 171.74' to a found 5/8" iron rod with cap for corner;

THENCE S 67° 05' 16" E - 277.90' to a found 5/8" iron rod with cap for corner;

THENCE S 1° 58' 29" E - 51.29' to a found 5/8" iron rod with cap for corner;

THENCE N 88° 10' 11" E - 1,035.48' to a found 5/8" iron rod with cap for corner;

THENCE N 88° 27' 57" E - 416.92' to a found 5/8" iron rod with cap for corner;

THENCE S 02° 09' 28" E - 1,497.35', with the centerline of said Bois D'arc Lane to the POINT OF BEGINNING containing 111.5278 acres of land more or less.

Compiled from survey by:
PREJEAN & COMPANY, INC.
Surveying / Mapping
Job No. 173-117_ANNEX_TRACT
Date: 03-15-2021

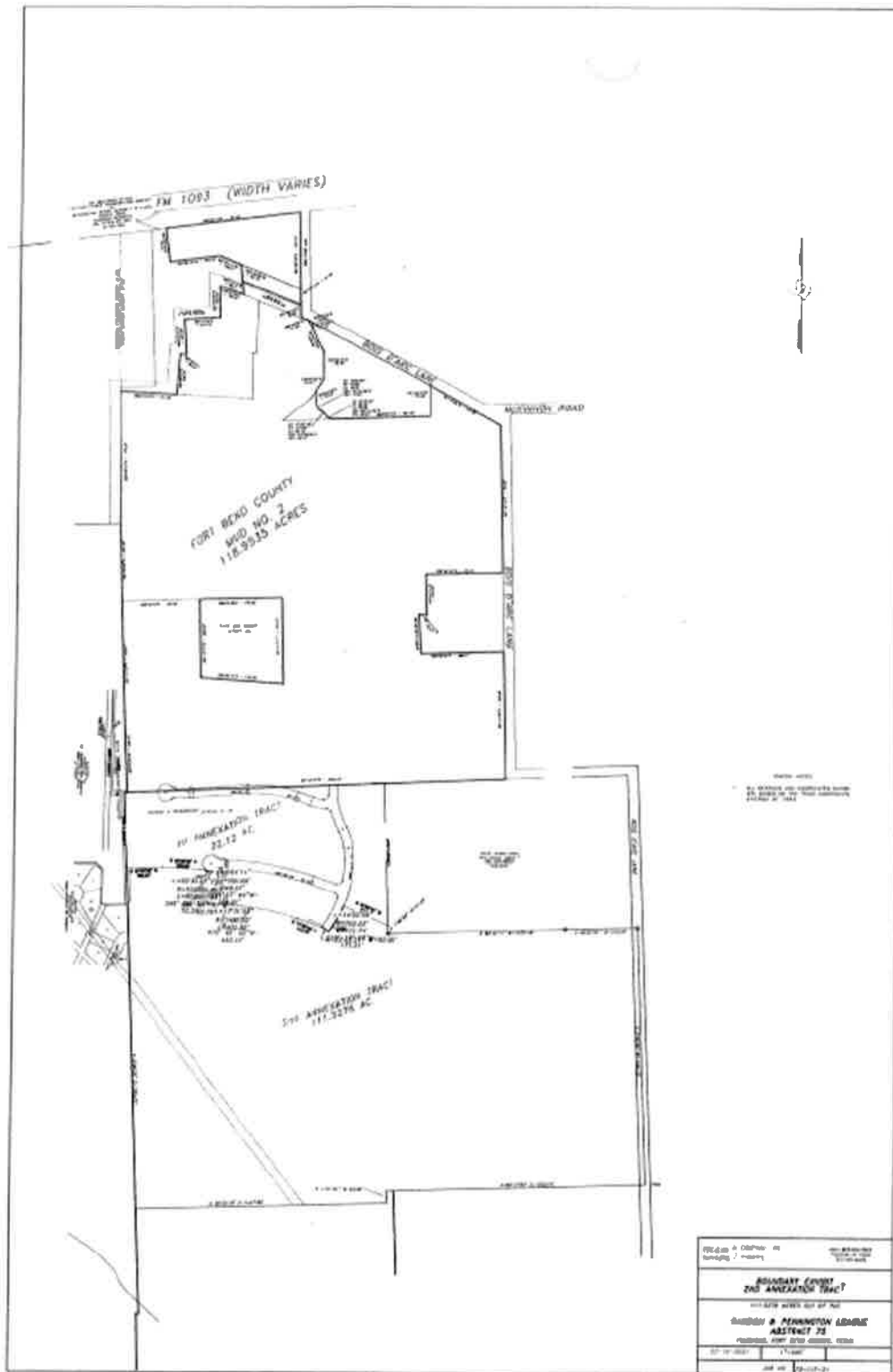


Exhibit B

(a) The purpose for which the District may issue bonds is restricted to purposes authorized by law for 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 will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by 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 certified 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, a report on the status of construction and bond sales, and a copy of its proposed and final budgets for the following year showing expenses, income, and revenue.

(e) The Districts all agree not to annex additional land into a 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 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 water or wastewater services without the prior written authorization from the City.

(h) Prior approval by the City is required for all easements granted to entities outside the District.

(i) The developer(s) of the land will enter into a development agreement with the City. No construction will be eligible for reimbursement by the developer(s) without first entering into a development agreement with the City.

(j) No bonds shall be issued after notice of annexation is provided to the District by the City.

(k) The City shall require that the owner of the real property over which the District will be created to enter into a written City contract for the City to provide water and wastewater services to the District and that the District accept, after its creation, the water and wastewater service contract agreed upon between the City and the owner. The District must pay all applicable connection fees. All District utility infrastructures must be designed and constructed as a part of the City's regional utility system and in compliance with the City's Water Master Plan and Wastewater Master Plan.

(l) District infrastructure shall be constructed in accordance with City design standards. The City reserves the right to inspect all facilities being constructed by or on behalf of the District and to charge inspection fees required by ordinance.

(m) The District will not drill wells without specific approval by the City as provided in the City's Code of Ordinances. If the District receives approval from the City to create ground wells, for potable or non-potable water production, or if the District plans to employ reuse water, originating from inside or outside the District, for the purposes of landscape irrigation or filling amenity ponds, the District will take part in the City's Groundwater Reduction Plan. Any subsidence district credits earned in the District will be owned by the GRP Administrator, the City of Fulshear.

(n) The District shall send a copy of the order or other action setting an ad valorem tax rate to the Mayor, City Secretary, City Finance Director and the City Manager within 30 days after District adoption of the rate.

(o) The District shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Manager within thirty (30)

days after filing such notices with the applicable federal agency.

(p) The District will not own any facilities without the City's written approval. The District will finance water, wastewater, and drainage facilities and convey them to the City, upon completion of construction, for operation and maintenance.

(q) The District will not incur operating expenses, other than administrative operating expenses, without the City's specific written authorization.

(r) If the City determines that development in a District will place a burden on City roads as a result of a traffic impact analysis, and the District has been provided road bond authority from the City, the District will construct, widen, or improve such roads in proportion to the traffic generated by the development.

(s) The District shall establish an official meeting location within the corporate limits of the city or boundaries of the District and at all times after the District has 100 residential connections shall hold the meetings of its board of directors at such location.

(t) The District, its board of directors, officers, developers or landowners will not permit the construction of commit to any development with, the District that will result in wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(u) The City will have the right to appoint one member to the district's permanent Board. If the City does not appoint its initial Board member or does not appoint a new Board member within 60 days of the date any vacancy in its appointed director position is created, the City agrees that the remaining members of the Board may fill the vacancy in accordance with Section 49.105(a), Texas Water Code.

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

AGENDA OF: 7/20/2021 **ITEMS:** IVE.
DATE 7/12/2021 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director

SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2021-525 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO SELECT, NEGOTIATE, AND CONTRACT WITH A CONSTRUCTION MANAGER-AT-RISK, INCLUDING ANY AND ALL TRADE CONTRACTORS OR SUBCONTRACTORS, FOR THE CONSTRUCTION, REHABILITATION, ALTERATION, OR REPAIR OF A FACILITY, BEING THE NEW CITY HALL TO BE LOCATED ON THAT CERTAIN TRACT OR PARCEL OF REAL PROPERTY OWNED BY THE CITY AND WITHIN THE MARCEL TOWN CENTER, AND FURTHER AUTHORIZING THE CITY MANAGER TO PURCHASE, IN ACCORDANCE WITH APPLICABLE LAW, CERTAIN GOODS AND SERVICES FOR THE USE AND BENEFIT OF THE NEW CITY HALL.

Expenditure Required:

Amount Budgeted: \$7,222,314.50

Funding Account: CIP CITY HALL 300-000-5863-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Staff took next steps to kick off the design of the City Hall Build-Out following the July 6, 2021 City Council meeting where City Council authorized a design contract with Huitt-Zollars. The kick-off meeting discussion with the design firm staff and city staff including the alternative delivery approach or methods to use to take for the design and construction that would greatly benefit the project relating to the timely and expeditious completion of the project, thus meeting the City's goal to have all staff moved into the new facility by June 1, 2022.

The Construction Manager at Risk (CMAR) delivery method of delivery provides the best value for the City.

Resolution 2021-525 is presented to include:

1. Delegating to the City Manager the authority to select, negotiate and contract with a Construction Manager at Risk for the construction of the City Hall project.
2. Delegating the City Manager the total aggregate sum of \$7,222,314.50 for a contract or for making any expenditures resulting in a combined total.

RECOMMENDATION

City Council approve Resolution 2021-525, delegating to the City Manager the authority to select, negotiate, and contract with a Construction Manager at Risk and delegating to the City Manager a total aggregate sum of \$7,222,314.50 for the City Hall

project.

ATTACHMENTS:

Description

Draft Resolution

Upload Date

7/15/2021

Type

Resolution

RESOLUTION NO. 2021-525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO SELECT, NEGOTIATE, AND CONTRACT WITH A CONSTRUCTION MANAGER-AT-RISK, INCLUDING ANY AND ALL TRADE CONTRACTORS OR SUBCONTRACTORS, FOR THE CONSTRUCTION, REHABILITATION, ALTERATION, OR REPAIR OF A FACILITY, BEING THE NEW CITY HALL TO BE LOCATED ON THAT CERTAIN TRACT OR PARCEL OF REAL PROPERTY OWNED BY THE CITY AND WITHIN THE MARCEL TOWN CENTER, AND FURTHER AUTHORIZING THE CITY MANAGER TO PURCHASE, IN ACCORDANCE WITH APPLICABLE LAW, CERTAIN GOODS AND SERVICES FOR THE USE AND BENEFIT OF THE NEW CITY HALL.

* * * * *

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

WHEREAS, on July 6, 2021, the City selected or designated an architect to prepare construction documents for the construction, rehabilitation, alteration, or repair of a facility, being the new City Hall (the “Project”); and

WHEREAS, in accordance with Chapter 2269, Subchapter F, Government Code, the City desires to select a construction manager-at-risk for construction of the Project, and finds that such method of delivery provides the best value for the City; and

WHEREAS, due to the accelerated timeline within which the City desires to have the Project completed, the City Council desires to delegate certain procurement authority to the City Manager in accordance with Section 2269.053, Government Code, Section 252.021(c), Local Government Code, and other applicable law; 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 true and correct and are incorporated herein for all purposes.

Section 2. Subject to Section 6 of this Resolution, the City Council hereby delegates to the City Manager of the City of Fulshear, Texas, the authority to select, negotiate, and contract with a construction manager-at-risk, including selection of any and all trade contractors or subcontractors, for the Project.

Section 3. Subject to Section 6 of this Resolution, the City Council hereby

delegates to the City Manager of the City of Fulshear, Texas, the authority to purchase, in accordance with applicable law, certain goods and services relating to the Project, whether included within the project scope or general conditions of the contract with the construction manager-at-risk or otherwise, being furniture, fixtures, and equipment for the use and benefit of the new City Hall.

Section 4. Subject to Section 6 of this Resolution, the City Council hereby delegates to the City Manager of the City of Fulshear, Texas, the authority to purchase, in accordance with applicable law, certain goods and services relating to the Project, whether included within the project scope or general conditions of the contract with the construction manager-at-risk or otherwise, being exercise equipment for the use and benefit of the new City Hall.

Section 5. Subject to Section 6 of this Resolution, the City Council hereby delegates to the City Manager of the City of Fulshear, Texas, the authority to purchase, in accordance with applicable law, certain goods and services relating to the Project, whether included within the project scope or general conditions of the contract with the construction manager-at-risk or otherwise, being generators and related appurtenances for the use and benefit of the new City Hall.

Section 6. The authority delegated to the City Manager by Sections 2 through 5 herein is limited to the total aggregate sum of \$7,222,314.50, and the City Manager may not enter into a contract or make any expenditure otherwise authorized by such sections if the contract or expenditure would result in a combined total of all contract and expenditure amounts otherwise authorized herein exceeding said amount.

PASSED, APPROVED, and ADOPTED on the _____ day of _____ 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary