



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

COUNCIL MEMBER: Sarah B.
Johnson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MEETING

November 16, 2021

NOTICE IS HEREBY GIVEN OF A CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, November 16, 2021 AT 7:00 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. INVOCATION - PASTOR CHARLES WISDOM, SECOND BAPTIST/FULSHEAR POLICE CHAPLAIN

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

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

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

VI. CITIZEN'S COMMENTS

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

VII. CITY MANAGER'S REPORT

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

A. INTRODUCTION OF NEW ECONOMIC DEVELOPMENT DIRECTOR

B. CITY COUNCIL MEETINGS - DECEMBER 2021

C. KEEP FULSHEAR BEAUTIFUL FALL CLEAN UP POST EVENT REPORT

D. FULSHEAR'S MERRY LITTLE CHRISTMAS & TREE LIGHTING

E. UPDATE ON BUILD OUT OF CITY HALL AND SELECTION OF AESTHETIC AND INCIDENTAL ITEMS

VIII. CONSENT ITEMS

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

- A. CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETING HELD ON OCTOBER 19, 2021(REGULAR)**
- B. CONSENT AND APPROVAL OF A CONVEYANCE OF A TRAFFIC SIGNAL AT CROSS CREEK BEND LANE AND FULSHEAR BEND DRIVE FROM MUD 169**
- C. CONSENT AND APPROVAL OF STREET DEDICATION, UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR POLO RANCH, SECTION NINE FOR MUD 174**
- D. CONSENT AND APPROVAL OF THE NORTH FORT BEND WATER AUTHORITY RIGHT OF ENTRY AGREEMENT**
- E. CONSENT AND APPROVAL OF THE INFORMATION TECHNOLOGY PURCHASES THROUGH LEVEL 3 TALLING TO \$424,504.34**
- F. CONSENT AND APPROVAL OF RESOLUTION 2021-537 SUPPORTING INCLUSION OF THE FORT BEND COUNTY ALL ABILITIES PARK INTO CAD 7**
- G. CONSENT AND POSSIBLE ACTION TO APPROVE THE SEPTEMBER FINANCIAL REPORT FOR THE GENERAL AND UTILITY FUNDS**
- H. CONSENT AND APPROVAL OF THE FY21 4TH QUARTER INVESTMENT REPORT**
- I. CONSENT AND APPROVAL OF STREET DEDICATION, UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR POLO RANCH, SECTION EIGHT FROM MUD 174**
- J. CONSENT AND APPROVAL OF THE GATEWAY 359 FINAL PLAT**
- K. CONSENT AND APPROVAL OF THE INTERLOCAL AGREEMENT FOR THE COLLECTION OF TAXES**

IX. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE FULSHEAR KATY AREA CHAMBER OF COMMERCE**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REGIONAL PARK AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2022 EMPLOYEE HEALTHCARE BENEFITS PROGRAM**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO.**

2021-536, A RESOLUTION CASTING A BALLOT IN THE FORT BEND CENTRAL APPRAISAL DISTRICT 2021-2022 BOARD OF DIRECTORS ELECTION

- E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1358, AN ORDINANCE OF THE CITY OF FULSHEAR ABANDONING A 6.206 ACRE PORTION OF KATY-FULSHEAR ROAD**
- F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1359, AN ORDINANCE REPEALING CHAPTER 38 - TRAFFIC AND VEHICLES, ARTICLE III. - MOTORIZED VEHICLES, DIVISION 2. - GOLF CARTS**
- G. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT A DONATION DEED FOR A 1.501 ACRE PARCEL LOCATED IN THE M. AUTREY SURVEY AND IMMEDIATELY NORTH OF THE IRENE STERN COMMUNITY CENTER**
- H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND TRI POINTE HOMES TEXAS, INC.**
- I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A SECOND AMENDMENT TO THE UTILITY AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, TPHTL ROGERS, LLC, AND TRI POINTE HOMES TEXAS, INC. ON BEHALF OF THE PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175**
- J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONSULTING AGREEMENT WITH ALEXANDER RESEARCH AND CONSULTING FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES**
- K. CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FULSHEAR, FORT BEND MUNICIPAL DISTRICT NO. 198, FORT BEND MUNICIPAL DISTRICT NO. 222, AND CCR WEST, INC. - EMERGENCY WATER INTERCONNECTS**

X. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

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

XI. 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 FRIDAY, NOVEMBER 12, 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: 11/16/2021

ITEMS: VIII.A.

**DATE
SUBMITTED:** 10/25/2021

DEPARTMENT: Administration

PREPARED BY: Kimberly Kopecky and Mariela
Rodriguez

PRESENTER:

SUBJECT: CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETING HELD ON
OCTOBER 19, 2021(REGULAR)

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City Secretary office has prepared the attached minutes from the October 19, 2021 (Regular) meeting.

RECOMMENDATION

Staff recommends the City Council approve the minutes as prepared.

ATTACHMENTS:

Description	Upload Date	Type
10.19.2021 Draft Minutes (Regular)	10/25/2021	Cover Memo



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Johnson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MEETING MINUTES

October 19, 2021

I. CALL TO ORDER

A REGULAR CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR GROFF AT THE IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS AT 7:00 P.M.

II. QUORUM AND ROLL CALL

A QUORUM WAS PRESENT.

COUNCIL MEMBERS PRESENT:

AARON GROFF, MAYOR

DEBRA CATES

KAYE KAHLICH

JOEL PATTERSON

LISA MARTIN

KENT POOL

SARAH B. JOHNSON

COUNCIL MEMBERS ABSENT:

JOHN KELLY

CITY STAFF PRESENT:

KIMBERLY KOPECKY
MARIELA RODRIGUEZ
JESUS ESCOBAR
JESS WASHBURN
DAN MCGRAW
ERIN TUREAU
CLIFF BROUHARD
ZACH GOODLANDER
KENNY SEYMOUR
CHANDLER MARKS

OTHERS PRESENT:

KIM STACY
DON MCCOY
CHARLES ABERNATHY
TREY DEVILLIER
KRISTEN LEBLANC
CATHY C.
AND APPROXIMATELY 6 OTHERS THAT DID NOT SIGN IN.

III. INVOCATION - CHARLES ABERNATHY, CHURCH OF CHRIST

INVOCATION WAS GIVEN BY MINISTER CHARLES ABERNATHY.

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

VI. CITIZEN'S COMMENTS

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THERE WERE NO CITIZEN COMMENTS.

VII. CITY MANAGER'S REPORT

BRIEFINGS OR UPDATES MAY BE PROVIDED REGARDING CITY SERVICES, ADMINISTRATIVE/PERSONNEL MATTERS, REAL ESTATE/DEVELOPMENT, INFRASTRUCTURE, EVENTS, REGULATIONS, COMMUNITY AND

INTERGOVERNMENTAL RELATIONS ISSUES.

A. HOLIDAY SCHEDULE FOR THE CITY OF FULSHEAR

CHIEF SEYMOUR INFORMED THE COUNCIL OF CITY HOLIDAYS FOR THE NEXT 2 MONTHS.

B. CITY OF FULSHEAR HOSTING FBC MAYOR & COUNCIL MEETING

CHIEF SEYMOUR GAVE A BRIEF EXPLANATION OF THIS EVENT.

VIII PUBLIC HEARING

A PUBLIC HEARING – THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, WILL CONDUCT A PUBLIC HEARING ON OCTOBER 19, 2021 AT 7:00 P.M. IN THE IRENE STERN COMMUNITY CENTER, 6920 KATY -FULSHEAR ROAD, FULSHEAR, TEXAS 77441 REGARDING THE ADOPTION OF A NEW COMPREHENSIVE PLAN FOR THE LONG-RANGE DEVELOPMENT OF THE CITY OF FULSHEAR AND AN UPDATE TO THE MAJOR THOROUGHFARE PLAN, AT WHICH THE PUBLIC IS GIVEN THE OPPORTUNITY TO GIVE TESTIMONY AND PRESENT WRITTEN EVIDENCE.

MAYOR GROFF OPENED THE PUBLIC HEARING AT 7:07 P.M.

THERE WERE NO PUBLIC COMMENTS.

MAYOR GROFF CLOSED THE PUBLIC HEARING AT 7:08 P.M.

IX. CONSENT ITEMS

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

- A. CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD ON SEPTEMBER 07, 2021(SPECIAL), SEPTEMBER 21, 2021(SPECIAL), AND SEPTEMBER 21, 2021 (REGULAR)**
- B. CONSENT AND POSSIBLE ACTION TO APPROVE THE AUGUST FINANCIAL REPORT FOR THE GENERAL AND UTILITY FUNDS**
- C. CONSENT AND POSSIBLE ACTION TO APPROVE THE LAKESIDE VILLAGE AT CROSS CREEK RANCH FINAL PLAT**
- D. CONSENT AND POSSIBLE ACTION TO APPROVE THE BROADSTONE JORDAN RANCH PRELIMINARY PLAT**
- E. CONSENT AND POSSIBLE ACTION TO APPROVE BROADSTONE CROSS CREEK RANCH PRELIMINARY PLAT**
- F. CONSENT AND POSSIBLE ACTION TO APPROVE THE DEL WEBB**

FULSHEAR SECTION 2 FINAL PLAT

- G. CONSENT AND APPROVAL TO ACCEPT A SPECIAL WARRANTY DEED OF CROSS CREEK RANCH LIFT STATION NO.5, 0.1525 OF ONE ACRE.**
- H. CONSENT AND POSSIBLE ACTION TO RATIFY THE PURCHASE OF TWO REPLACEMENT FLEET VEHICLES FOR THE POLICE DEPARTMENT AS APPROVED IN THE FY 21/22 BUDGET.**
- I. CONSENT AND APPROVAL OF A TEMPORARY RIGHT OF ENTRY AGREEMENT TO WATER PLANT 3**
- J. CONSENT AND POSSIBLE ACTION TO APPROVE THE CITY MANAGER'S APPOINTMENT OF ERIN TUREAU TO THE POSITION OF FINANCE DIRECTOR, BEING THE CHIEF FINANCIAL OFFICER OF THE CITY**

COUNCIL MEMBER POOL ASKED TO REMOVE ITEMS D & E FOR DISCUSSION.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE CONSENT ITEMS A-C & F-J. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

MOTION APPROVED

ZACH GOODLANDER AND TODD HAMILTON ANSWERED QUESTIONS REGARDING CONSENT ITEMS D & E.

A MOTION WAS MADE BY COUNCIL MEMBER POOL TO APPROVE CONSENT ITEMS D & E. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

X. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1356, AN ORDINANCE ADOPTING A NEW COMPREHENSIVE PLAN, INCLUDING UPDATES TO THE CITY'S MAJOR THOROUGHFARE PLAN, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE**

ZACH GOODLANDER INTRODUCED THIS ITEM. GARY MITCHELL GAVE A

QUICK SLIDESHOW PRESENTATION AND ANSWERED QUESTIONS.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE ORDINANCE NO. 2021-1356, AN ORDINANCE ADOPTING A NEW COMPREHENSIVE PLAN. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

MOTION APPROVED

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-535, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, EXTENDING THE TERM OF THE CHARTER REVIEW COMMISSION

BYRON BROWN EXPLAINED THIS AGENDA ITEM. THE CHARTER REVIEW COMMISSION HAS REQUESTED AN EXTENSION UNTIL FEBRUARY 15.

FOR FULL DISCUSSION, SEE VIDEO ON CITY WEBSITE

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE RESOLUTION NO. 2021-535. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

MOTION APPROVED

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR DESIGN SERVICE FOR PRIMROSE PARK PHASE 2

CLIFF BROUHARD EXPLAINED THIS ITEM TO COUNCIL. HE ASKED FOR THEM TO APPROVE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HALFF ASSOCIATES FOR DESIGN SERVICES FOR PRIMROSE PARK PHASE II ONCE LEGAL FINALIZES THE REVIEW. KRISTIN LEBLANC ANSWERED QUESTIONS.

****FOR FULL COMMENTARY, SEE VIDEO ON CITY WEBSITE.**

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES INCORPORATED FOR DESIGN SERVICES FOR PRIMROSE PARK PHASE II. IT WAS SECONDED BY COUNCIL MEMBER POOL.

A MOTION TO AMEND WAS MADE BY MAYOR PRO-TEM CATES TO INCLUDE AFTER REVIEW BY LEGAL. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

MOTION TO AMEND PASSES.

THE ORIGINAL MOTION:

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES INCORPORATED FOR DESIGN SERVICES. IT WAS SECONDED BY COUNCIL MEMBER POOL.

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

ORIGINAL MOTION AND MOTION TO AMEND PASS.

D. CONSIDER AND POSSIBLE ACTION TO APPROVE THE AWARD OF A CONTRACT FOR "NEW WATER TAPPING SERVICES"

DAN MCGRAW INTRODUCED THIS ITEM TO COUNCIL. THIS IS FOR NEW WATER TAPPING SERVICES. TEXAS HOT TAP LLC WAS CHOSEN AFTER THE BID PROCESS. THIS WOULD BE A 1 YEAR CONTRACT WITH THE OPTION TO RENEW UP TO 4 ADDITIONAL TIMES FOR A 1 YEAR TERM. FOR FULL DISCUSSION, SEE VIDEO ON CITY WEBSITE.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TEXAS HOT TAPS LLC FOR THE UNIT PRICES PROPOSED FOR NEW WATER TAPPING SERVICES WITH THE OPTION TO RENEW UP TO 4 ONE YEAR TERMS. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL
NAYS:
ABSTAIN:
ABSENT: KELLY

MOTION

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONSULTING AGREEMENT WITH ALEXANDER RESEARCH AND CONSULTING FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

CHANDLER MARKS AND BYRON BROWN EXPLAINED THIS ITEM TO COUNCIL. THIS WILL ASSIST IN IMPLEMENTATION OF ASPECTS OF THE STRATEGIC PLAN.

***FOR FULL DISCUSSION, SEE VIDEO ON CITY WEBSITE.*

A MOTION TO POSTPONE WAS MADE BY COUNCIL MEMBER KAHLICH. IT WAS SECONDED BY COUNCIL MEMBER PATTERSON. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, PATTERSON, POOL
NAYS: MARTIN
ABSTAIN:
ABSENT: KELLY

XI. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

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

A MOTION WAS MADE BY COUNCIL MEMBER KAHLICH TO APPROVE AN ABSENCE FOR MAYOR GROFF AT THE NEXT REGULAR MEETING. IT WAS SECONDED BY MAYOR PRO-TEM CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL
NAYS:
ABSTAIN:
ABSENT: KELLY

MOTION APPROVED

XII. ADJOURNMENT

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

AYES: CATES, JOHNSON, KAHLICH, MARTIN, PATTERSON, POOL

NAYS:

ABSTAIN:

ABSENT: KELLY

MOTION APPROVED

MAYOR GROFF ADJOURNED THE MEETING AT 8:54 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 11/16/2021

ITEMS: VIII.B.

**DATE
SUBMITTED:** 7/8/2021

DEPARTMENT: Public Works

PREPARED BY: Kayla Villagomez

PRESENTER: Sharon Valiante

SUBJECT: CONSENT AND APPROVAL OF A CONVEYANCE OF A TRAFFIC SIGNAL AT CROSS CREEK BEND LANE AND FULSHEAR BEND DRIVE FROM MUD 169

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The District, Fulshear MUD No. 169, is submitting for consideration a Conveyance Agreement for the Traffic Signal at Cross Creek Bend Lane and Fulshear Bend Drive for MUD 169.

The value of the infrastructure is \$ 284,100.82

The City Engineer has reviewed the project for completion and compliance. The City Engineer has no objections to the acceptance and conveyance as presented. The infrastructure will have a two-year maintenance period upon acceptance by City Council.

RECOMMENDATION

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

1. Conveyance Agreement for Traffic Signal at Cross Creek Bend Lane and Fulshear Bend Drive.

ATTACHMENTS:

Description	Upload Date	Type
Conveyance Agreement	11/4/2021	Backup Material

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 169

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, _____, by Arden Morley, as President, of the Board of Directors of Fort Bend County Municipal Utility District No. 169, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

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

CITY OF FULSHEAR, TEXAS

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

ATTEST:

By: _____
Name: _____
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

Notary Public, State of Texas

(NOTARY SEAL)

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

Exhibit A

Contractor Affidavit for Final Payment and Bills Paid

[See attached]

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT AND BILLS PAID

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Charlotte Davis
the Office Manager

of **Traffic Systems Construction** ("CONTRACTOR"), party to that certain Contract entered into on the 6th day of April, 2020, between **Fort Bend County Municipal Utility District No. 169** and CONTRACTOR for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

"Construction of Traffic Signal at Cross Creek Bend Lane and Fulshear Bend Drive for Fort Bend County MUD No. 169, Fort Bend County, Texas."

Said party being by me duly sworn states upon oath that the said improvements (and the labor and materials supplied in connection therewith) have been erected and completed in a good and workmanlike manner and in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

CONTRACTOR further states that he has paid in full all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or claims for labor performed or materials furnished upon said job.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY OWNER, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

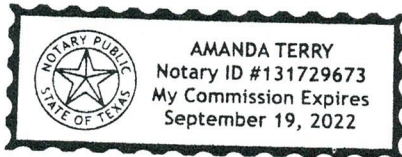
TRAFFIC SYSTEMS CONSTRUCTION

By: Charlotte Davis

STATE OF TEXAS §

COUNTY OF Galveston §

Subscribed and sworn to before me, the undersigned authority, on this the 21 day of April, 2021, to certify which, witness my hand and seal of office.



Amanda Terry
Notary Public, State of Texas

Notary's Name Printed:

Amanda Terry

My commission expires: 9/19/2021

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

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

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Polo Ranch, Section 9 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Gonzalez Construction Enterprise, Inc. ("Contractor"), dated May 27, 2021, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"). Some or all of the Facilities are located within or near the land shown on the plat for Polo Ranch, Section 9 that is recorded under Plat No. 20210229 in the Plat Records of Fort Bend County, Texas.

The District constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Agreement, as amended, by and between the City and the District (the "Utility Agreement"), dated January 21, 2016. Sections 2.09 and 2.10 of the Utility Agreement require that the System (as defined therein) be conveyed to the City for ownership, operation and maintenance, subject to a security interest retained by the District.

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

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

The District hereby reserves the full capacity of the Facilities.

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

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

By:  _____

Name: Angela Hitzman

Title: President, Board of Directors

Date: September 17, 2021

ATTEST:



Vice President, Board of Directors

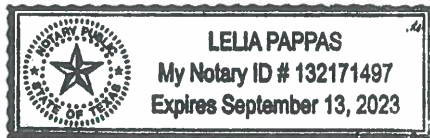
THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 17th day of September, 2021, by Angela Hitzman as President, and Vivian Pool, as Vice President of the Board of Directors of Fort Bend County Municipal Utility District No. 174, a political subdivision of the State of Texas, on behalf of said political subdivision.

Leia Pappas

Notary Public, State of Texas

(NOTARY SEAL)



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

CITY OF FULSHEAR, TEXAS

By: _____
Name: Aaron Groff
Title: Mayor
Date: _____

ATTEST:

Kim Kopecky

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

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The District hereby reserves the full capacity of the Facilities.

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FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

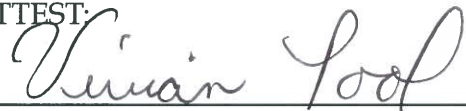
By:  _____

Name: Angela Hitzman

Title: President, Board of Directors

Date: September 17, 2021

ATTEST:



Vice President, Board of Directors

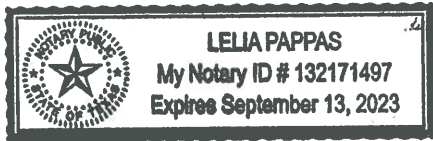
THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

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Leia Pappas

Notary Public, State of Texas

(NOTARY SEAL)



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CITY OF FULSHEAR, TEXAS

By: _____
Name: Aaron Groff
Title: Mayor
Date: _____

ATTEST:

Kim Kopecky

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

STREET ACCEPTANCE

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

WHEREAS, a plat for Polo Ranch Section 9 has been recorded under Plat No. 20210229 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the “Streets”); and

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

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

CITY OF FULSHEAR TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by _____ as Mayor of the City of Fulshear, Texas, on behalf of
said City.

RETURNED AT COUNTER TO:

Parties to enter upon the Property to conduct and/or perform all acts necessary or appropriate to complete the Work, including obtaining samples of the Property (including soil, subsurface soil, air, water groundwater and other substances) and the performance of excavation work (but only if and to the extent the same is deemed reasonably necessary by the Authority). The Work will be performed by the Authority Parties, at the Authority's sole costs and expense, in full compliance with all applicable laws and in a good and workmanlike manner. Further, the Authority Parties shall restore the surface of the Property, including any excavations thereof, if applicable, to substantially its condition prior to such entry thereon and commencement of the Work by the Authority Parties, and all materials, machinery and equipment utilized by the Authority Parties shall be removed from the Property upon completion of the Work.

2. The Authority shall notify Landowner at least forty-eight (48) hours prior to the commencement of any Work on the Property. The Work will be performed during normal business hours, and the Authority Parties will use reasonable efforts to avoid any unreasonable interference with Landowner's use of the Property. The Work shall be completed within no more than thirty (30) days following the date on which the Authority Parties enter upon the Property and commence the Work.
3. The Authority shall cause its designated representatives, agents and consultants to obtain and keep in force a policy for commercial general liability insurance. A certificate or certificates of insurance will be furnished by the Authority to Landowner upon the Authority's receipt of written request therefor.
4. This Agreement constitutes the entire agreement between Landowner and the Authority and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.
5. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

[Signature pages follow this page]

EXECUTED by Landowner as of the Effective Date.

LANDOWNER:

CITY OF FULSHEAR,
a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

EXECUTED, AGREED TO AND ACCEPTED by the Authority as of the Effective Date.

AUTHORITY:

NORTH FORT BEND WATER AUTHORITY,
a political subdivision of the State of Texas

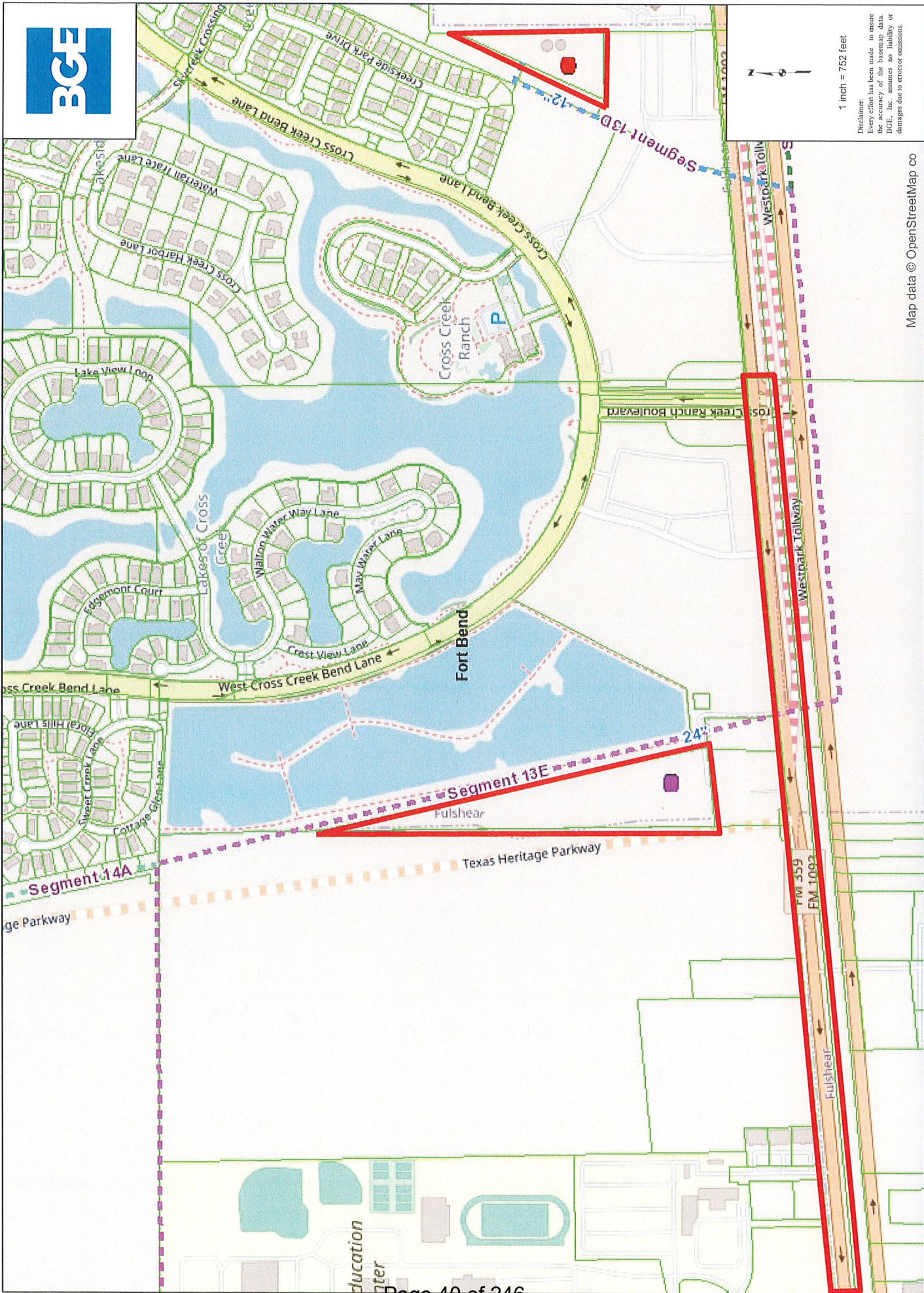
By: _____

Name: _____

Title: _____

Attachment:

Exhibit A - Depiction of the Property



Disclaimer:
 Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

Map data © OpenStreetMap co

BGE, Inc.
 Tel: 281-558-8700 Fax: 281-558-9701

EXHIBIT A - DEPICTION OF PROPERTY

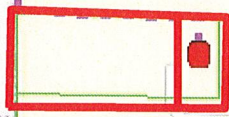


Segment 13E 24"

Charger Way → ← Charger Way → ← Charger Way → ← Charger Way

Fort Bend

Fulshear Katy Road



16"

Huggins Elementary School
Huggins Elementary School Portables

Huggins Drive

Dean Learman Junior High School

LCISD Education Center

Fulshear High School

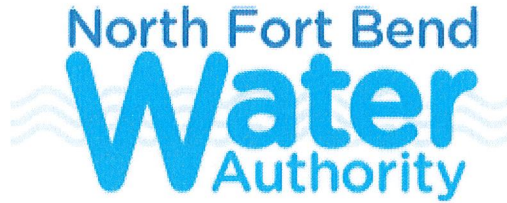
Fulshear High



1 inch = 376 feet

Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

Map data © OpenStreetMap co



August 10, 2021

City of Fulshear
c/o City Secretary's Office
PO Box 279
Fulshear, TX 77441-0279

Re: Right of Entry Agreement for City of Fulshear
Fort Bend County Appraisal District ID: R368877, R368879, R405463, R439677, R161412

Dear City Secretary's Office:

The North Fort Bend Water Authority is beginning work on expansion of its surface water transmission system to meet the requirements of the Fort Bend Subsidence District. The expansion includes a proposed water line that will eventually require an easement within the referenced property.

In the meantime, the Authority needs to access the property for preliminary environmental and geotechnical investigation, and topographic survey work. We have enclosed the Right of Entry Agreement for the referenced property for your review and execution. Exhibit A depicts the area the Authority currently needs to access.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Froehlich".

Matthew L. Froehlich, P.E.
BGE, Inc.
Program Manager for the Authority

c: Justine Cherne, Allen Boone Humphries Robinson, LLP
Steve Bonjonia, Property Acquisition Services, LLC

Enclosures: Acknowledgement of Receipt and Right-of-Entry Notification
Right-of-Entry Agreement

c/o Allen Boone Humphries Robinson • 3200 Southwest Freeway, Suite 2600
Houston, TX 77020 • www.nfbwa.com • 713-860-6400 • 713-860-6401 Fax

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

AGENDA OF: 11/16/2021

ITEMS: VIII.E.

**DATE
SUBMITTED:**

DEPARTMENT: Building Services

PREPARED BY: Jesus Escobar

PRESENTER: Jesus Escobar

SUBJECT: CONSENT AND APPROVAL OF THE INFORMATION TECHNOLOGY PURCHASES THROUGH LEVEL 3 TOTALLING TO \$424,504.34

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This is a business purchase through our approved budget CIP item# 300-000-5753-01 for new servers for the new municipal complex \$284,755.04 and purchase for the new networking switches for the municipal complex from General fund 100-300-5530-01 for \$139,749.30. The quoted purchase will provide new server infrastructure that will replace our current server Infrastructure and allow for the old servers and networking equipment to be either repurposed or replaced and auctioned.

Layer 3 will deliver, install and configure any and all network and server infrastructure.

RECOMMENDATION

Staff recommends approval of the purchase though Layer 3 Communications.

ATTACHMENTS:

Description	Upload Date	Type
New Server Infrastructure	11/8/2021	Backup Material
New Municipal Complex Network Switches Infrastructure	11/8/2021	Backup Material



Nutanix Installation

City of Fulshear



Submitted By

David Fraser

Jason Bubenik

dfraser@layer3com.com

jbubenik@layer3com.com

Layer 3 Communications, LLC

10/22/2021

This report contains proprietary and confidential information. It is not to be released or disclosed, in whole or in part, other than to those individuals who are directly involved in evaluating this report, without the prior express written consent of Layer 3 Communications and CoF. The logos in this document are the property of the respective entities.



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Revision History

Version	Date	Author	Sections Changed and Synopsis of Changes
1-0	Oct 21, 2021	David Fraser	Initial Draft

1 INTRODUCTION

Layer 3 Communications is a professional services firm specializing in wired and wireless data networking, data center design and implementation, and information security. Founded in 1998 by Josh Bailey, Rodney Turner, and Craig Wall, Layer 3 Communications is based on the principal that the highest levels of expertise and professionalism are the keys to ensuring happy clients. The organization, headquartered in Norcross, GA, has locations across the southeastern United States. Our offices are located in Texas, Alabama, Tennessee, Georgia and the Carolinas.

Layer 3 Communications' value to our clients is in our technical expertise and professionalism. Our technical services staff outnumbers our sales and operations personnel by a ratio of 3:1. We maintain the highest level of certifications with our manufacturer partners, and in many cases provide technical support to our clients on their behalf. Our three areas of expertise include:

Wired and Wireless Data Networking

Layer 3 Communications data networking practice is one of the three core service offerings of our firm. A cornerstone of the business since its founding, Layer 3 Communications provides the highest quality turnkey network implementations for our clients. From simple hardware refreshes to complete network redesign, management and support, our network engineers work with some of the largest and most complex networks in the region.

Information Security Services and Consulting

A natural complement to Layer 3 Communications data networking offering is our expertise in information security services and consulting. Our security engineers continually train with our manufacturer partners to ensure the highest levels of expertise with their products. In addition, our managed services and consulting teams research modern attacker tools and techniques on an ongoing basis. This ensures that we are able to address the ever-evolving threat landscape effectively for our clients.

Data Center Design and Implementation

The technology industries shift to horizontally scaled, software-based data center solutions has allowed for tremendous efficiencies to be gained. However, this increased efficiency has come at the cost of ever more complex environments. Our data center expertise allows Layer 3 Communications to assist our clients in ensuring that they are not only getting the best value for their data center investments, but also ensures that the systems built are high performance, scalable, and stable.



Building Next Generation Networks, One Layer at a Time

2 EXECUTIVE SUMMARY

Layer 3 Communications is a network consulting firm specializing in local and wide area networking and data centers. Our areas of expertise include network design, infrastructure upgrades, relocation services, critical network element monitoring, and large project implementation.

The City of Fulshear is buying a new Nutanix Hyperconverged system to replace the existing VMWare and storage systems currently in place. Layer 3 is proposing a installation project to augment the Nutanix install process with additional customizations and after installation migrations. Layer 3 will work alongside Nutanix for the installation and assist with the initial configuration that is provided with the Nutanix hardware quote. Layer 3 will take the additional steps to customize the new environment specifically for CoF and then to convert and migrate the existing VMs to AHV. Layer 3 will then install and new Veeam system and verify cloud backups are succeeding.

At the end of this project, a report will be generated detailing all changes made to this environment. All work for this project will be completed by Layer 3 engineers and will be completed both onsite and remote. Layer 3 engineers have over 20 years direct experience with virtualization and datacenter systems.

3 HARDWARE INSTALLATION

Layer 3 will perform the following tasks onsite:

- Rack Equipment and power burn in tests (if not already done)
 - 4x Nutanix Nodes
- Cable Management
 - Run all network and power cables
 - Perform cable cleanup and tie wrap components
- Switch configuration
 - Configure switchports for access (if not already done)
 - Servers
 - Storage (Jumbo Frames recommended)
- Configure IMPI interfaces on servers (if not already done)
 - Upgrade firmware as needed

4 NUTANIX SETUP

Layer 3 will work with the Nutanix installation team to perform the following tasks to complete this project:

- Deploy Nutanix AHV on nodes
- Configure networking
- Deploy Prism Central Instance VMs
- Create cluster and Shared storage
- Configure all settings for AHV/Prism environment
- Customize settings for CoF and best practices

5 VM MIGRATION

Layer 3 will perform the following tasks to complete this project:

- Use Prism to convert and migrate all VMs to the new AHV cluster

6 VEEAM INSTALLATION

Layer 3 will perform the following tasks to complete this project:

- Install a new Virtual Machine for Veeam
 - Server 2019/2022
 - Install Veeam (current build)
- Provision Storage for Veeam
 - iSCSI mounts to Synology
 - Format for ReFS volumes
- Connect to AHV cluster
- Setup backup jobs for all VMs
 - Verify completion and alerting
- Setup cloud backup copy jobs
 - Monitor for completion

7 DELIVERABLES

Layer 3 will prepare a document that includes all changes made to the environment.

7.1 Exceptions

City of Fulshear will be responsible for providing:

- Appropriate staff/resources during the planning, testing, and pilot phases of this project
- Remote Access (if not already enabled)
- Adequate power and rack space for all systems at each site
- Ability to create dedicated iSCSI environment with Jumbo frames enabled for storage
- Switchports for all systems
- 10GB Fiber or DAC cables for all systems
- A domain admin account to create the cluster
- IP addressing for all systems

7.2 Terms and Conditions

Change Orders will be required for any requested modifications that are outside the agreements made in the preliminary design meetings. These new engagements would require a separate Scope of Work provided by Layer 3 Communications.

8 PRICING SUMMARY

Service	Duration or Quantity	Price
Nutanix Installation and system Migration	10 days	\$20,000
Total		<u>\$20,000</u>

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

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

Date: 10/22/2021
Valid Until: 11/21/2021
Terms: NET 30
FOB: Houston, TX

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

Contract #: TIPS 200105 & DIR-TSO-4231

Submitted By: Jason Bubenik

jbubenik@layer3com.com

City of Fulshear Single Site Nutanix with Back up

Data Center HW & SW

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
NX-8155-G8-4310-CM	NX-8155-G8, 1 Node; 2x Intel Xeon-Silver 4310 processor (2.1 GHz/ 12-core/ 120W, Ice Lake) per node	4.00	\$ 14,377.54	\$12,652.24	\$50,608.96
C-MEM-32GB-3200-CM	32GB Memory Module (3200MHz DDR4 RDIMM)	64.00	\$.00	\$0.00	\$0.00
C-HDD-6TB-BA-CM	6 TB 3.5" HDD	40.00	\$.00	\$0.00	\$0.00
C-SSD-1.92TB-A-CM	1.92 TB SSD	8.00	\$.00	\$0.00	\$0.00
C-NIC-10GSFP4-C-CM	10GbE, 4-port, Network Adapter (Intel X710-DA4)	4.00	\$.00	\$0.00	\$0.00
C-PSU-2000-A-CM	2000 W Power supply unit	8.00	\$.00	\$0.00	\$0.00
C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord	8.00	\$.00	\$0.00	\$0.00
Data Center HW & SW SUBTOTAL					\$50,608.96

Nutanix Support & Subscriptions

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
S-HW-PRD-5YR	Flow software license subscription for 1 Node	4.00	\$2,257.54	1.0000	5-yrs	\$1,580.28	\$6,321.12
SW-AOS-PRO-PRD-5YR	Nutanix Subscription, Acropolis (AOS) Pro Software License for 5YR & Production Software Support Service for 5YR	1.00	\$432,160.00	1.0000	5-yrs	\$121,004.80	\$121,004.80
L-CORES-PRO-PRD-5YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 CPU core for 5YR	96.00	\$0.00	1.0000	5-yrs	\$0.00	\$0.00
L-FLASHTIB-PRO-PRD-5YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 TiB of flash for 5YR	14.00	\$0.00	1.0000	5-yrs	\$0.00	\$0.00
SW-AOS-ADVREP-PRD-5YR	Subscription, Acropolis (AOS) Advanced Replication Add-on Software License for 5YR & Production Software Support Service for 5YR	1.00	\$55,672.00	1.0000	5-yrs	\$15,588.16	\$15,588.16
L-CORES-ADVREP-PRD-5YR	Subscription, Acropolis (AOS) Advanced Replication Add-on Software License & Production Software Support Service for 1 CPU core	96.00	\$0.00	1.0000	5-yrs	\$0.00	\$0.00

L-FLASH-TIB-ADVREP-PRD-5YR	Subscription, Acropolis (AOS) Advanced Replication Add-on Software License & Production Software Support Service for 1 TiB of flash	14.00	\$0.00	1.0000	5-yrs	\$0.00	\$0.00
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Nutanix Support & Subscriptions SUBTOTAL \$142,914.08

Installation

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
L3-DCT-INST	Data Center-Installation - Includes staging, physical installation, patching and testing per design documents (SOW required)	1.00	\$ 30,000.00	\$20,000.00	\$20,000.00

Installation SUBTOTAL \$20,000.00

Veeam Cloud Connect Backup

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
L3-CLD-VEA-AG	Layer 3 Communications Veeam Server Agent for Microsoft or Linux MSP Cloud Subscription. Per Server or workstation instance, includes entitlement to Veeam backup agent. Requires customer have Veeam on-premise entitlement and Managed Services SOW with a defined SLA.	40.00	\$19.00	12.0000	months	\$11.40	\$5,472.00
L3-CLD-VEA-CC	Layer 3 Communications Veeam Cloud Connect MSP Cloud Subscription. Per VM or Server instance, includes entitlement to Layer 3 Communication Veeam DR Portal and replication licenses to Layer 3 Communications cloud storage. Requires customer have Veeam on-premise entitlement, additional SKUs for CLD storage, bandwidth, and compute (if necessary), and Managed Services SOW with a defined SLA.	40.00	\$12.50	12.0000	months	\$7.50	\$3,600.00
L3-CLD-DIA	Layer 3 Communications Cloud delivered direct internet access - 1Mb. DIA services are delivered through multiple Tier 1 internet providers. Requires Managed Services SOW with a defined SLA and datacenter preference.	50.00	\$6.00	12.0000	months	\$3.60	\$2,160.00
L3-CLD-HDD	Layer 3 Communications Cloud delivered performance HDD - 1TB. Requires Managed Services SOW with a defined SLA and datacenter preference.	200.00	\$60.50	12.0000	months	\$25.00	\$60,000.00

Veeam Cloud Connect Backup SUBTOTAL \$71,232.00

Billing Terms: 1 One Time Bills Total Cost: \$284,755.04
First Bill: \$284,755.04

9 SCOPE OF WORK AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Scope of Work the day, month, and year first above written.

City of Fulshear

Layer 3 Communications, LLC

Name (Print): _____

Name(Print): _____

Title: _____

Title: _____

Date: _____

Date: _____



Fulshear City Hall Switching, Wireless, and ClearPass Scope of Work



Submitted By
Jason Bubenik
Layer 3 Communications, LLC
11/2/2021

This report contains proprietary and confidential information. It is not to be released or disclosed, in whole or in part, other than to those individuals who are directly involved in evaluating this report, without the prior express written consent of Layer 3 Communications and City of Fulshear. The logos in this document are the property of the respective entities.



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Revision History

Version	Date	Author	Sections Changed and Synopsis of Changes
1-0	Oct 29, 2021	Brett Williams	Initial Draft

1 EXECUTIVE SUMMARY

City of Fulshear has asked Layer 3 Communications to produce a proposal for services regarding new installations of campus switching, campus wireless with associated ClearPass services at City Hall

Based on project requirements specified by City of Fulshear, Layer 3 Communications proposes the following services to accompany our hardware pricing response.

To implement the new hardware, Layer 3 Communications proposes the following:

- Network Design
- Lab Staging
- Integration and Installation
- Testing and Verification
- Post Implementation Support
- Documentation

A detailed explanation of these services is included in the “Scope of Work” section of this document. Thank you for your continued interest in Layer 3 Communications and the products and services that we provide. We are pleased to have the opportunity to present this proposal to City of Fulshear for your review.

2 SWITCHING SCOPE OF WORK

2.1 *Network Design*

Layer 3 Communications will work with City of Fulshear's staff to plan a network design incorporating the specified hardware in this proposal, and deliver an implementation plan for all hardware installation and associated components

This network design process will be conducted in accordance with the Layer 3 Communications methodology and is managed in phases:

- Project initiation including preliminary information gathering
- Data collection through meetings, interviews, and existing documentation review
- Walkthrough of campus to examine building space.
- Data analysis including preparation of preliminary findings and recommendations
- Preparation of results, findings, and recommendations into final design drawings and presentation

Layer 3 Communications will:

- Review existing network documentation
- Review configurations from existing hardware
- Review routing and forwarding
- Design criteria to include the following
 - IP addressing and layout of subnets
 - Naming and labeling
 - Asset tagging
 - Routing Protocol Design
 - OSPF protocol information
 - Review OSPF area design
 - Review route redistribution design
 - Review costing model
 - Multicast Routing Design
 - Review PIM configuration
 - Review RP location mechanism to provide Rendezvous Point redundancy

- Inventory settings for Layer 2 Ethernet switching
 - Review core switch and VLAN configuration
 - Review VRF and L2 VPN configurations
 - Review spanning tree and other layer 2 loop prevention mechanisms
 - Review Storm control and rate limiting mechanisms
 - Review trunks and trunking mechanisms
 - Review port aggregation and bandwidth management
 - Review high availability and redundancy implementation for switches
 - Review IGMP configuration
 - SNMP and other management system parameters
 - Device hardening
- Access and badging requirements
- Naming and labeling
- Asset tagging
- Site walk through to determine:
 - Switching
 - Fiber lengths and connectors
 - Availability of rack space
 - Adequate open power receptacles
 - Plug type for power cables (I.E. C13, C19, NEMA 5-15P, NEMA L6-20, etc)
- Create detailed physical and logical diagrams
- Prepare minimal impact network implementation plan consisting of:
 - Preliminary Routing and Switching configuration parameters
 - Identify critical path issues for implementation
 - Prepare plan for cutover activity to replace legacy equipment
 - Prepare plan for integration with existing routing protocol
 - Installation plan for all associated network hardware
 - Testing and verification plan

Deliverables:

- *Network design document including:*
 - *Routing and switching configuration*
 - *Physical and Logical diagrams of the new design*
 - *VLAN and subnet assignments*
 - *IP Space allocation*
 - *OSPF costing model / area design*
 - *OSPF interface parameters*
 - *QoS configuration – Honor and forward based on DSCP Code Points*
 - *Detailed configuration items*
 - *SNMP Parameters & MIBS for monitoring systems*
 - *Switching Protocol List*
- *Implementation plan including:*
 - *Detailed configuration items*
 - *Installation plan for proposed hardware*
 - *Testing and verification plan*

2.2 Lab Staging

Layer 3 Communications will bring all of the required equipment into our staging facility in Houston, Texas. Our lab has the required rack space, power, and core networking elements to properly and efficiently pre-configure and conduct interoperability testing for the electronics contained within this proposal. Layer 3 Communications recommends and encourages City of Fulshear staff to participate in the pre-configuration and staging process. We will build the City of Fulshear network in our lab environment and test the solution to insure proper operation.

Layer 3 Communications will:

- Receive hardware
- Discard boxes, packing materials, and unnecessary manuals
- Physically configure equipment, install rack mount ears and interface modules
- Stage and configure the hardware in designated rack space at our staging facility
- Burn-in the switches for a minimum of 48 hours
- Power On all devices
- Label all devices
- Test the selected network equipment to ensure it meets the design requirements.
- Manage the return process (RMA) for any product that is faulty or “dead on arrival (DOA)”
- Upgrade the code on the data electronics
- Register the serial numbers of the elements with manufacturer
- Validate software licensing where necessary
- Perform configuration based on the design

Deliverables:

- *Switches prepped for physical installation*
- *Labels applied to switches*
- *Switch boxes labeled to identify location/room for installation*

2.3 *Integration and Installation*

Layer 3 Communications will install all the campus switching hardware per the agreed upon design.

Per the Implementation schedule, Layer 3 Communications will install the wiring closet switching hardware and validate operation of this important component. We will validate IP communications in and out of the building and troubleshoot any problems which may arise.

Layer 3 Communications will perform the following at a campus:

- Rack-mount campus head-end in designated MDF rack space
- Rack-mount switches in a uniformed rack layout to the satisfaction of the City of Fulshear team
- Cross connect existing or customer provided copper patch cabling from station-side to switch ports
- Cross connect existing or customer provided fiber connections from new switch stacks to campus head-end hardware
- Apply layer 2 and layer 3 switch configurations per design requirements
- Connect power to existing or customer provided UPS and/or building power
- Form patch cabling and tie down with Velcro ties
- Validate remote end with LLDP neighbor and routing state tables
- Troubleshoot any connectivity problems
- Provide update to network diagrams as needed
- Execute test plan to validate the installed network systems

Deliverables:

- *Installed switching hardware*
- *Executed test plan*
- *Updated documentation*

3 WIRELESS SCOPE OF WORK

3.1 *Wireless Design*

Layer 3 Communications will work with City of Fulshear's staff deliver a design and implementation plan incorporating the specified hardware in this proposal.

Layer 3 Communications will:

- Meet with City of Fulshear networking staff to identify and collect all logical information needed for configuration
 - Review existing network documentation
 - Review configurations from existing hardware
 - Review routing and forwarding
 - Inventory settings for WLAN to determine desired configuration:
 - VLANs
 - IP Addressing
 - DHCP
 - DNS
 - RADIUS/AD servers
- Site walk through to determine:
 - Mounting locations and types
 - Identify if special mount is needed
- Create AP Placement maps upon request
- Prepare network implementation plan consisting of:
 - Preliminary WLAN configuration parameters
 - Installation plan for all associated network hardware
 - Testing and verification plan
- Conduct final design review

Deliverables:

- *Network design document including:*
 - *AP placements*
 - *Visio diagrams of the new design*
- *Implementation plan including:*

- *Detailed configuration items*
- *Installation plan for proposed hardware*
- *Testing and verification plan*

3.2 *Lab Staging*

Layer 3 Communications will bring all the required equipment into our staging facility in Houston, Texas. Our lab has the required rack space, power, and core networking elements to properly and efficiently pre-configure and conduct interoperability testing for the electronics contained within this proposal.

Layer 3 Communications will:

- Receive hardware
- Discard boxes, packing materials, and unnecessary manuals
- Take APs out of box to install mounting clip
- Scan the AP serial numbers and MAC addresses into a spreadsheet that is used to assign an AP number that will correspond to the maps produced. This spreadsheet will also include the room number or location the AP was installed, AP name that will be programmed into the controller, type of AP, and mounting information.
- Label all devices
- Discard unnecessary materials included in box
- Mark AP boxes for deployment to specific locations
- Prepare any special boxes or mounts needed for installation

Deliverables:

- *APs prepped for physical installation*
- *Special mounting equipment prepped for physical installation*
- *Labels applied to APs*
- *AP boxes labeled to identify location/room for installation*

3.3 *AP Deployment*

Layer 3 Communications will work with City of Fulshear networking staff to create an installation schedule for the Access Points. All work is assumed during business hours unless otherwise stated by customer.

Layer 3 Communications will:

- Conduct pre-install walkthrough prior to installation
- Install new APs and mount
- Verify APs boot and connect to controller cluster
- Troubleshoot any problems, if needed
- Note location of AP on map if different than plan
- Provide update to network diagrams and final AP placement maps
- Execute test plan to validate the installed wireless network systems

Deliverables:

- *Installed AP infrastructure*
- *Updated network diagrams, AP maps*

4 CLEARPASS SCOPE OF WORK

4.1 Network Design Formalization and Review

Layer 3 Communications will work with City of Fulshear staff to plan an updated network access management design incorporating existing controller, switching, and ClearPass infrastructure.

Layer 3 Communications will:

- Identify Customer Requirements
 - Meet with City of Fulshear staff to determine the following
 - Network access use cases and corresponding authentication methods
 - Integration with existing environment including Network, AD, and PKI parameters
 - Device classes for profiling
 - Security settings which will be enforced by ClearPass through RADIUS enforcement mechanisms.
- Identify and collect all logical information needed for configuration
 - Review existing network documentation
 - Review configurations from existing hardware
 - Inventory settings for wired network to determine desired configuration
- Prepare network design consisting of:
 - Use cases and workflows translated from customer requirements
 - High-level services, policies, and configuration parameters
 - ClearPass Policy Manager enforcement services
 - Security / compatibility settings
 - Integration with wired and wireless network and accompanying changes to configuration parameters
 - Testing and verification plan to ensure proper operation of network access management services.
- Conduct final design review and walk through each use case/workflow

Deliverables:

- *Network design document including:*
 - *Physical and Logical diagrams of the new design*

- *VLAN and subnet assignments*
- *IP Space allocation*
- *Network access use cases and ClearPass enforcement services*
- *Configuration parameters for new services*
- *Implementation plan including:*
 - *Detailed configuration items*
 - *Testing and verification plan*

4.2 Configuration

Layer 3 Communications will work with City of Fulshear networking staff to create an installation schedule for the ClearPass servers. All work is assumed during business hours unless otherwise stated by customer. L3C will work with CITY OF FULSHEAR to perform configuration of defined ClearPass services.

All stated services will be performed in support of the following platforms:

- Wired services: New Aruba 6200
- Wireless Services: Aruba Instant/Central

Other switching and wireless platforms are excluded and will be subject to an additional scope of work.

Layer 3 Communications will:

- Validate existing ClearPass initial configuration and perform correction where needed
 - Verify network connectivity
 - Verify that server is online
 - Perform software upgrades
 - Generate and apply RADIUS / SSL certificates
 - Add VIPs
 - Join CPPM server to 1 Active Directory Domain
 - Add 1 Active Directory authentication source
 - Add Network Access Devices (NADs)
- City of Fulshear will perform configuration of existing Domain with instruction from Layer 3 Communications
 - Configure Domain for application of client 802.1x profile via GPO
- Configure defined Aruba switching infrastructure for RADIUS enforcement in test environment.
 - AAA RADIUS configuration (Mac Authentication Bypass)
 - Switch port configuration
 - VLAN steering configuration (VLAN name scheme must be standardized)
 - DHCP relay agents where applicable for inspection of DHCP traffic for endpoint profiling.

- Critical-authentication to provide network access in the event of loss of communication to ClearPass servers
- Phase 1 open-authentication configuration to allow full network access in the event of authentication failure
- Phase 2 closed-access configuration to allow limited access in the event of authentication failure
- Configure ClearPass wireless 802.1x services to support the defined use cases
 - Add User Roles
 - Add Enforcement Profiles for defined use cases
 - Add Enforcement Policies
 - Add Role Mapping
 - Create 802.1x CPPM services
- Configure a ClearPass wired and wireless MAC Auth Service to support the defined use cases
 - Add User Roles
 - Add Enforcement Profiles for defined use cases
 - Add Enforcement Policies
 - Add Role Mapping
 - Create MAC Auth CPPM services
 - Build policies in ClearPass to trust up to 3 defined device classes present on the City of Fulshear network based on DHCP profiling. Provide instruction to City of Fulshear for configuration of policies for additional device classes.
 - Create device registration portal in ClearPass guest to support additional defined device roles
 - City of Fulshear will register or perform bulk import of devices for which authentication services are being configured
- Configure ClearPass Wireless guest portal and MAC caching services to support the defined use cases
 - Add User Roles
 - Add Enforcement Profiles
 - Add Enforcement Policies
 - Add Role Mapping
 - Create Guest Portal CPPM service
 - Add MAC caching parameters to CPPM MAC authentication service

- Create guest captive portal pages
- Provide modification of built-in ClearPass skins to reflect City of Fulshear branding. Complete custom skin creation will require additional Layer 3 Communications or Aruba professional services.

Deliverables:

- *Instruction for Active Directory policies configured as stated*
- *Instruction for configuration of WLAN infrastructure to provide stated services using the CPPM server cluster in accordance with design guidelines*
- *City of Fulshear switching infrastructure configured in testing environment to provide stated services using the CPPM server cluster in accordance with design guidelines*
- *Configuration parameter template for representative switches*
- *ClearPass services configured as stated*
- *Clearpass reporting and alerting configured as stated*

4.3 *Proof of Concept and Knowledge Transfer*

Layer 3 Communications will conduct a Proof of Concept test, where we will test defined devices and user classes in a non-production environment in accordance with the defined testing plan.

Layer 3 Communications will:

- Execute testing plan with defined device classes
- Work with City of Fulshear staff to perform knowledge transfer and training throughout PoC.
- Execute a test plan to validate the wireless services configuration
- Execute a test plan to validate the wired Phase 1 and Phase 2 services configuration
- Document profiling and policy information on tested client devices
- Perform corrective action to services and configuration as needed

Deliverables:

- *Validated new access management environment*
- *Lab available for testing*

- *Knowledge transfer*

4.4 *Integration and Deployment into Production*

In order to properly integrate and deploy services into production, Layer 3 Communications will follow the Aruba Networks recommended best practices. The following processes must be strictly adhered to in order to maintain a supportable hardware and software configuration. Layer 3 Communications will require unrestricted access to the wireless and data network equipment during the installation and configuration process.

During the installation process the customer agrees to commit to a configuration freeze regarding any specific configuration elements that may delay or otherwise negatively affect the execution of this scope of work. Any required configuration changes needed during this window that are performed outside of this scope of work and may impact the execution of this project should be communicated by the City of Fulshear team to Layer 3 Communications.

This process will require a scheduled maintenance window at the defined pilot site for deployment and testing.

Layer 3 Communications will perform the following:

- Work with City of Fulshear personnel to integrate the following services with existing production infrastructure at a defined wired pilot site (individual campus) and deploy into production.
 - Phase 1 CPPM wired access at new City Hall
 - CPPM wireless access at City Hall
- Execute testing plan

Deliverables

- *Above defined services as described in the design requirements deployed into production in accordance with customer change management procedures*
- *Executed test plan*

5 POST INSTALLATION

5.1 *Testing and Verification*

Upon completion of the Integration, Implementation, and Installation phase we will:

- Test the selected network equipment and associated services to ensure they meet the design requirements in accordance with the defined Implementation Plan.

Deliverables:

- *Report of findings*

5.2 *Post Implementation Support*

Layer 3 Communications will provide on-site support for one business day following successful completion of the deployment. During this time any unforeseen issues will be identified and resolved. Additionally, during this period Layer 3 Communications will provide basic instruction on the configuration and maintenance of the hardware devices provided.

Layer 3 Communications will:

- Provide on-site support for one business day following the deployment
- Provide ongoing support under the terms of our support agreement with the district
- Provide equipment usage and maintenance instruction

Deliverables:

- *Onsite support*

5.3 *Documentation*

Layer 3 Communications will provide the following documentation with this engagement:

- Layer 3 Communications will scan pertinent switch identification information including serial, campus, and location information into a spreadsheet to record installed switch inventory
- Layer 3 Communications will create physical and logical network diagrams that illustrates the network topology for all relevant network elements.
- Layer 3 Communications will include configuration as-built documentation with explanation notes

Deliverables:

- *Switch inventory spreadsheet*
- *Physical and logical network diagrams*
- *Configuration as-built documentation*

5.4 *Customer Requirements*

For Layer 3 Communications to effectively execute this project, we will require the assistance of City of Fulshear. These items will be required to be made available at a minimum of two weeks prior to an agreed upon implementation date. Failure to do so may result in the implementation being rescheduled for a future date.

City of Fulshear will be responsible for providing:

- All items specified as City of Fulshear's responsibility throughout the Scope of Work section of this response
- Diagrams and documentation of the network as available
- Access to network hardware to gather configuration and firmware information
- Access to the required facilities and an escort to any controlled areas
- Administrative access to various hardware components as needed
- Any required passwords, IP addressing schemes, and external server/system information needed for the controller and AP configurations
- Physical access to MDFs, IDFs, cabling plant, and other controlled areas as appropriate
- A naming convention for switching infrastructure that will be used for labels and for hostnames
- City of Fulshear will be responsible for the configuration, maintenance, and support of all systems integrating with the switching solution that are not supported by Layer 3 Communications. DHCP scopes and options will need to be provisioned ahead of time before a campus is installed
- Assignment of the appropriate City of Fulshear resource to help resolve punch list items in a timely fashion after the campus installation to minimize the project timeline

5.5 *Terms and Conditions*

Change Orders will be required for any requested modifications that are outside the agreements made in the preliminary design meetings. These new engagements will require a separate Scope of Work provided by Layer 3 Communications.

Layer 3 Communications will make every effort to resolve punch list items in a timely manner. However, if action items are waiting on the customer for a period of 30 days or longer, Layer 3 Communications reserves the right to invoice for all equipment, installation, and engineering work performed at the related site.

Equipment installation will not be performed at a site that is not complete with construction without prior discussion and agreement. This is due to increased risk of damage to equipment, security concerns, and prolonging the installation timeframe when resources must be rescheduled for additional trips.

6 PRICING

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450
Houston, TX 77041
Phone: (281) 310-9800
Fax: (866) 535-3925
sales@layer3com.com

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

Date: 10/14/2021
Valid Until: 11/13/2021
Terms: NET 30
FOB: Houston, TX

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

Contract #: DIR-TSO-4231

Submitted By: Jason Bubenik

jbubenik@layer3com.com

City Hall Network Equipment and Clearpass_3

Core

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
JL658A	Aruba 6300M 24SFP+ 4SFP56 Swch	2.00	\$ 16,999.00	\$6,289.63	\$12,579.26
JL085A	Aruba X371 12VDC 250W PS	4.00	\$ 549.00	\$203.13	\$812.52
J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	2.00	\$ 105.00	\$38.85	\$77.70
Core SUBTOTAL					\$13,469.48

Core Subs

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
R8L77AAE	Aruba Central 63xx/38xx Foundation 5y CoT E-STU	2.00	\$1,275.00	1.0000	5-yrs	\$471.75	\$943.50
Core Subs SUBTOTAL							\$943.50

Access

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
JL727A	Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch	14.00	\$ 6,559.00	\$2,426.83	\$33,975.62
JL725A	Aruba 6200F 24G Class4 POE 4SFP+ 370W Switch	4.00	\$ 4,269.00	\$1,579.53	\$6,318.12
J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	18.00	\$ 105.00	\$38.85	\$699.30
J9283D	Aruba 10G SFP+ to SFP+ 3m DAC Cable	3.00	\$ 150.00	\$55.50	\$166.50
Access SUBTOTAL					\$41,159.54

Access Subs

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
R8L72AAE	Aruba Central 62xx/29xx Foundation 5y CoT E-STU	18.00	\$850.00	1.0000	5-yrs	\$314.50	\$5,661.00
Access Subs SUBTOTAL							\$5,661.00

Wireless

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
Q9H63A	Aruba AP-515 (US) Unified AP	53.00	\$ 1,150.00	\$425.50	\$22,551.50
R3J16A	AP-MNT-B AP mount bracket individual B	53.00	\$ 30.00	\$11.10	\$588.30
R4W44A	Aruba AP-565 (US) Outdoor 11ax AP	2.00	\$ 1,360.00	\$503.20	\$1,006.40

R6W11A	AP-270-MNT-H3 AP-270 Series Outdoor AP Hanging or Dual-Tilt Install Mount Kit	2.00	\$ 163.00	\$60.31	\$120.62
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Wireless SUBTOTAL \$24,266.82

Wireless Subs

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
Q9Y60AAE	Aruba Central AP Foundation 5y Sub E-STU	55.00	\$505.00	1.0000	5-yrs	\$186.85	\$10,276.75

Wireless Subs SUBTOTAL \$10,276.75

Clearpass

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
JZ508A	Aruba ClearPass C1000 S-1200 R4 HW Appl	1.00	\$ 7,350.00	\$2,719.50	\$2,719.50
JZ400AAE	Aruba ClearPass NL AC 100 CE E-LTU	1.00	\$ 3,500.00	\$1,295.00	\$1,295.00

Clearpass SUBTOTAL \$4,014.50

Clearpass Support

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
H9TY7E	Aruba 5Y FC NBDExch CPC1KS1200HWApl SVC	1.00	\$5,353.00	1.0000	5-yrs	\$4,550.05	\$4,550.05
H9WT9E	Aruba 5Y FC 24x7 ClearPass NL AC100CESVC	1.00	\$1,148.00	1.0000	5-yrs	\$975.80	\$975.80

Clearpass Support SUBTOTAL \$5,525.85

Spare HW

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
JL727A	Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch	1.00	\$ 6,559.00	\$2,426.83	\$2,426.83
JL725A	Aruba 6200F 24G Class4 POE 4SFP+ 370W Switch	1.00	\$ 4,269.00	\$1,579.53	\$1,579.53
Q9H63A	Aruba AP-515 (US) Unified AP	1.00	\$ 1,150.00	\$425.50	\$425.50

Spare HW SUBTOTAL \$4,431.86

Installation and Configuration

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
L3-DAT-INST	Networking-Installation - Includes staging, physical installation, patching and testing per design documents (SOW required)	1.00	\$ 15,000.00	\$9,000.00	\$9,000.00
L3-SEC-INST	ClearPass Security-Installation - Includes staging, physical installation, patching and testing per design documents (SOW required)	1.00	\$ 35,000.00	\$21,000.00	\$21,000.00

Installation and Configuration SUBTOTAL \$30,000.00

OPTIONAL - Optional HW

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	1.00	\$ 1,040.00	\$208.00	\$208.00
J9151E	Aruba 10G SFP+ LC LR 10km SMF XCVR	1.00	\$ 2,930.00	\$586.00	\$586.00

OPTIONAL - Optional HW SUBTOTAL \$794.00

not included in total

Billing Terms: 1 One Time Bills Total Cost: \$139,749.30

First Bill:

\$139,749.30

7 SCOPE OF WORK AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Scope of Work the day, month, and year first above written.

City of Fulshear

Layer 3 Communications, LLC

Name (Print): _____

Name(Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 2021-537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE INCLUSION OF CERTAIN COUNTY-OWNED PROPERTY THAT IS BEING USED FOR A PUBLIC PURPOSE, BEING AN ALL-ABILITIES PARK, WITHIN THE BOUNDARIES OF FORT BEND COUNTY ASSISTANCE DISTRICT NO. 7.

* * * * *

WHEREAS, Fort Bend County owns that certain property described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (the "Property"), which is being used for a public purpose, being an all-abilities park; and

WHEREAS, Fort Bend County desires to include the Property within the boundaries of Fort Bend County Assistance District No. 7 (the "District") in order to authorize money available to the District to be used for the all-abilities park, and has requested that the City of Fulshear, Texas (the "City") consent to the inclusion, in accordance with Section 387.0031 of the Local Government Code; and

WHEREAS, the City Council of the City desires to grant the request of Fort Bend County and consent to the inclusion of the Property within the boundaries of the District;

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

Section 1. The City of Fulshear, Texas, hereby consents to the inclusion of that certain property described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein, within the boundaries of Fort Bend County Assistance District No. 7.

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

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

Exhibit A – Description of the Property

CROSS CREEK RANCH
1.544 ACRES

FEBRUARY 17, 2020
JOB NO. 1298-00

DESCRIPTION OF A 1.544 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 1.544 acre (67,272 square foot) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 City of Fulshear, of Fort Bend County, Texas and being a portion of a called remainder 1,913.31 acre tract of land, designated as Tract A, described in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B..C.C.F. No.) 2012038964, said 1.544 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North lines of said Directors Lots 1 thru 5 as cited herein:

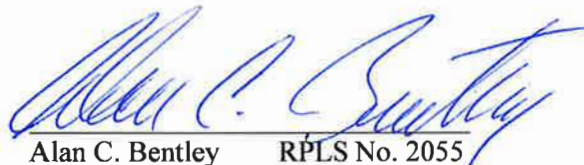
BEGINNING at a 5/8-inch iron pipe with cap stamped "BGE INC" found for the Northeast corner of a called 2.6130 acre tract described in an instrument to United States of America recorded under Fort Bend County Deed Records (F.B.C.D.R.) Volume 906, Page 110, being the Northwest corner of the herein describe tract;

THENCE, N 87°54'43" E, a distance of 457.28 feet to a 3/4-inch iron pipe found for the Northeast corner of the herein described tract, lying in the Northwest right-of-way line of Fulshear-Katy Road (width varies, no deed found);

THENCE, S 55°34'49" W, a distance of 550.15 feet along said Northwest right-of-way line to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Southeast corner of the said 2.6130 acre tract, and being the most southerly corner of the herein described tract;

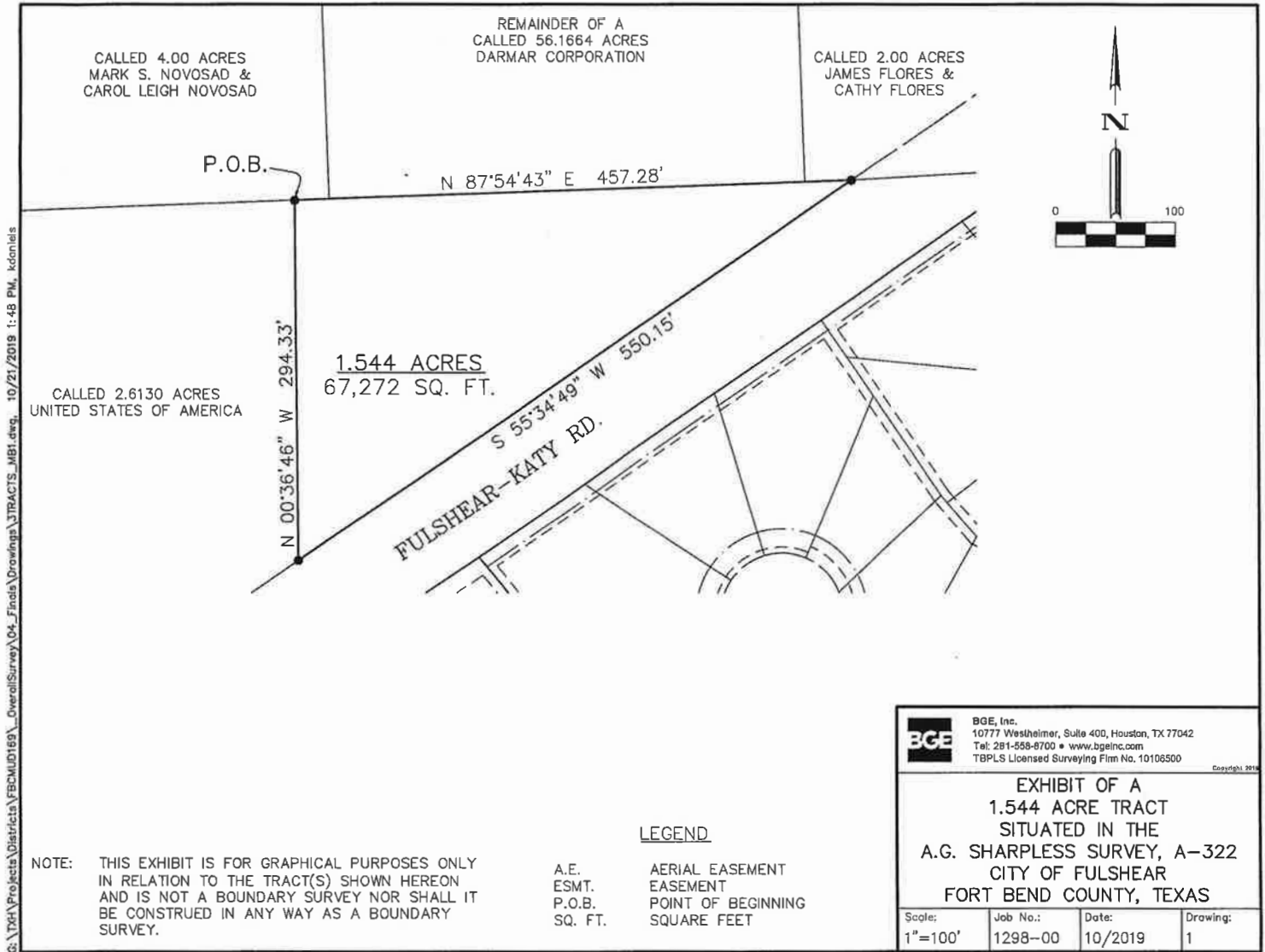
THENCE, N 00°36'46" W, a distance of 294.33 feet along the East line of said 2.6130 acre tract to the **POINT OF BEGINNING** and containing 1.544 acres (67,272 square feet) of land.




Alan C. Bentley RPLS No. 2055

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

Exhibit B – Sketch of the Property



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

AGENDA OF: 11/16/2021 **ITEMS:** VIII.G.

DATE SUBMITTED: 11/3/2021 **DEPARTMENT:** Finance

PREPARED BY: ERIN TUREAU **PRESENTER:** ERIN TUREAU

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE SEPTEMBER FINANCIAL REPORT FOR THE GENERAL AND UTILITY FUNDS

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

To: Mayor and City Councilmembers
From: Erin Tureau, Director of Finance
Date: November 2, 2021
Subject: Monthly Financial Report

Presented are the General Fund, Utility Fund and CCR Reserve Fund monthly financial reports for the period ended September 30, 2021. These reports represent the activity for twelve (12) months or 100% of the fiscal year. In the General Fund the total revenues are reported at 120.59% of budget and total expenditures are reported at 80.91% which both are in line with our expectations. Sales tax revenue for August and September will be deposited in October and November.

In the Utility Fund, revenues are 137.32% and expenses are at 118.12%. Please note that the water and sewer revenues are reported one month in arrears. The CCR Utility Reserve is also presented for your review.

General Fund

	20-Sep	21-Sep
Revenues:		
Tax	96.45%	115.75%
License-Permit Revenue	110.82%	108.19%
Grant Revenue	0.00%	462.92%
Service Revenue	141.24%	107.85%
Fines-Forfeitures Revenue	68.31%	123.44%
Interest Earned	85.01%	28.56%
Other Revenue	6.42%	153.03%
Transfers	94.47%	92.84%
	101.95%	120.59%

Expenditures:

Administration	95.41%	102.21%
Human Resources	54.36%	67.75%
Municipal Court	74.97%	60.91%
Finance	95.80%	92.75%
Utility Services	113.17%	102.82%
Economic Development	76.99%	66.67%
Communications	46.96%	57.05%
Police	93.87%	99.15%
Emergency Management	99.35%	95.33%
Code Enforcement	84.44%	83.11%
Planning	134.16%	74.71%
Development Services	89.31%	107.83%
General Facilities	101.48%	88.19%
Public Works & Maint	93.19%	71.67%
Street Department	109.18%	88.80%
Transfers	100.00%	0.00%
Total	96.38%	80.91%

Utility Fund		
	20-Sep	21-Sep
Revenues:		
Service Revenue	154.87%	136.18%
Interest Revenue	26.48%	21.15%
Other Revenue	510.65%	411.25%
Total	153.88%	137.32%
Expenses:		
Non-Departmental	139.75%	126.88%
Transfers Out	118.34%	86.76%
Total	133.37%	118.12%

Utility Fund- CCR Reserve	20-Sep.	21-Sep.
Revenues:		
Interest Revenue	315.72%	50.73%
Transfers	0.00%	0.00%
Total	1761.27%	50.73%
Expenses:		
Non-Departmental	51.47%	19.04%
Total	51.47%	19.04%

RECOMMENDATION

Staff recommends the City Council accept September 2021 monthly financial report as presented.

ATTACHMENTS:

Description	Upload Date	Type
General & Utility Funds September 2021 Financial Report	11/3/2021	Backup Material



Fulshear, TX

Budget Report Account Summary

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
Revenue							
Type: 41 - TAX & FRANCHISE FEES							
100-41101	Property Tax - Current Year	3,305,769.00	3,305,769.00	-632.61	3,222,855.23	-82,913.77	97.49 %
100-41102	Property Tax - Deliquent	40,000.00	40,000.00	2,223.41	23,331.70	-16,668.30	58.33 %
100-41103	Property Tax - Penlty & Intrst	11,000.00	11,000.00	977.32	14,653.31	3,653.31	133.21 %
100-41301	Sales & Use Tax Revenue	1,433,662.00	1,433,662.00	198,195.82	2,257,137.10	823,475.10	157.44 %
100-41302	Mixed Beverage Tax	15,000.00	15,000.00	9,000.52	53,614.57	38,614.57	357.43 %
100-41501	Franchise Revenue - Electrical	450,000.00	450,000.00	100,091.68	608,684.80	158,684.80	135.26 %
100-41503	Franchise Revenue - Telecomm	100,000.00	100,000.00	0.00	9,684.54	-90,315.46	9.68 %
100-41504	Franchise Revenue - Cable TV	50,000.00	50,000.00	0.00	41,817.56	-8,182.44	83.64 %
100-41506	Franchise Revenue - Gas	45,000.00	45,000.00	0.00	92,553.32	47,553.32	205.67 %
100-41507	Credit Card Fees	70,000.00	70,000.00	9,021.79	60,918.90	-9,081.10	87.03 %
100-41508	Franchise Revenue -Solid Waste	45,000.00	45,000.00	15,368.30	56,610.71	11,610.71	125.80 %
Type: 41 - TAX & FRANCHISE FEES Total:		5,565,431.00	5,565,431.00	334,246.23	6,441,861.74	876,430.74	115.75 %
Type: 42 - LICENSE - PERMIT REVENUE							
100-42001	Registration - Electrician	0.00	0.00	0.00	400.00	400.00	0.00 %
100-42002	Registration - HVAC	8,755.00	8,755.00	400.00	6,800.00	-1,955.00	77.67 %
100-42003	Registration - Bldg Contractor	52,000.00	52,000.00	2,600.00	56,800.00	4,800.00	109.23 %
100-42004	Registration - Irrigation	1,236.00	1,236.00	0.00	0.00	-1,236.00	0.00 %
100-42201	Permit - Electrical	0.00	0.00	0.00	30.00	30.00	0.00 %
100-42202	Permit - HVAC	44,290.00	44,290.00	10,905.00	99,940.00	55,650.00	225.65 %
100-42203	Permit - Bldg Contractor	800,000.00	1,300,000.00	149,175.23	1,325,050.27	25,050.27	101.93 %
100-42204	Permit - Plumbing	72,000.00	72,000.00	14,595.00	154,260.00	82,260.00	214.25 %
100-42205	Permit - Solicitation	100.00	100.00	0.00	850.00	750.00	850.00 %
100-42207	Permit - Moving & Demolition	100.00	100.00	100.00	1,040.00	940.00	1,040.00 %
100-42208	Permit - Sign	4,000.00	4,000.00	150.00	2,225.00	-1,775.00	55.63 %
100-42209	Permit - Banner	1,600.00	1,600.00	0.00	460.00	-1,140.00	28.75 %
100-42210	Permit - Alarm	51,000.00	51,000.00	3,025.00	45,280.00	-5,720.00	88.78 %
100-42300	Liquor License	1,000.00	1,000.00	60.00	2,130.00	1,130.00	213.00 %
100-42700	Inspection Fees	750,000.00	1,500,000.00	195,327.50	1,589,325.08	89,325.08	105.96 %
Type: 42 - LICENSE - PERMIT REVENUE Total:		1,786,081.00	3,036,081.00	376,337.73	3,284,590.35	248,509.35	108.19 %
Type: 43 - GRANT REVENUE							
100-43101	Grants - Police	0.00	0.00	0.00	5,319.47	5,319.47	0.00 %
100-43103	FEMA Reimbursement - Harvey	0.00	0.00	0.00	579.55	579.55	0.00 %
100-43105	CARES Act Reimbursement	0.00	476,616.00	0.00	476,616.42	0.42	100.00 %
100-43106	American Rescue Plan Funding (AR)	0.00	0.00	1,723,846.85	1,723,846.85	1,723,846.85	0.00 %
Type: 43 - GRANT REVENUE Total:		0.00	476,616.00	1,723,846.85	2,206,362.29	1,729,746.29	462.92 %
Type: 44 - SERVICE REVENUE							
100-44000	Refund Revenue	175.00	175.00	0.00	346.10	171.10	197.77 %
100-44001	NSF Fees	100.00	100.00	35.00	1,435.00	1,335.00	1,435.00 %
100-44010	Plat Review Fees	55,000.00	55,000.00	3,699.26	175,131.22	120,131.22	318.42 %
100-44011	Plan Review Fees	685,000.00	1,800,000.00	235,166.87	1,889,759.37	89,759.37	104.99 %
100-44101	Subdiv. Infrastructure 1% Fee	450,000.00	1,000,000.00	58,646.49	1,084,891.20	84,891.20	108.49 %
100-44250	Open Records Fees	500.00	500.00	33.90	499.70	-0.30	99.94 %
100-44251	Fingerprinting Fees	500.00	500.00	0.00	0.00	-500.00	0.00 %
100-44500	Penalties	6,500.00	6,500.00	432.81	2,183.61	-4,316.39	33.59 %
100-44503	Sanitation Revenue	448,578.00	448,578.00	85,272.21	417,003.85	-31,574.15	92.96 %
100-44504	Recycle Revenue	292,382.00	292,382.00	58,555.03	315,210.47	22,828.47	107.81 %
Type: 44 - SERVICE REVENUE Total:		1,938,735.00	3,603,735.00	441,841.57	3,886,460.52	282,725.52	107.85 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Type: 45 - FINES & FORFEITURES REVENUE							
100-45001	Court Fines & Forfeitures	80,000.00	80,000.00	15,579.63	118,154.46	38,154.46	147.69 %
100-45002	Court Fees	100,000.00	100,000.00	15,589.80	125,672.64	25,672.64	125.67 %
100-45003	Court Deferred Dispositions	72,500.00	72,500.00	6,436.90	67,706.40	-4,793.60	93.39 %
100-45007	Court Time Payment Fees Local	800.00	800.00	125.00	1,677.25	877.25	209.66 %
100-45011	Court-City Justice Fee	500.00	500.00	6.63	78.45	-421.55	15.69 %
Type: 45 - FINES & FORFEITURES REVENUE Total:		253,800.00	253,800.00	37,737.96	313,289.20	59,489.20	123.44 %
Type: 46 - INTEREST REVENUE							
100-46000	Interest Revenue	75,000.00	75,000.00	278.12	21,423.36	-53,576.64	28.56 %
100-46001	PEG Account Interest	2.00	2.00	0.00	0.18	-1.82	9.00 %
Type: 46 - INTEREST REVENUE Total:		75,002.00	75,002.00	278.12	21,423.54	-53,578.46	28.56 %
Type: 47 - OTHER REVENUE							
100-47100	Candidate Filing Fee	200.00	200.00	0.00	0.00	-200.00	0.00 %
100-47102	TXGLO Grant Funds-D20E	415,000.00	0.00	0.00	0.00	0.00	0.00 %
100-47103	Suspense - Bank Corrections	0.00	0.00	0.00	7,449.35	7,449.35	0.00 %
100-47150	Sale of Assets	0.00	0.00	415.00	4,876.00	4,876.00	0.00 %
100-47200	Miscellaneous Revenue	0.00	0.00	-100.56	14,407.62	14,407.62	0.00 %
100-47201	Insurance Claims	0.00	0.00	11,936.60	11,936.60	11,936.60	0.00 %
100-47215	Cash Long-Short	0.00	0.00	0.00	-20.00	-20.00	0.00 %
100-47700	Comm Center -FTB Seniors	800.00	800.00	0.00	0.00	-800.00	0.00 %
100-47701	Community Center - Rental	30,000.00	30,000.00	250.00	13,380.00	-16,620.00	44.60 %
100-47702	Community Center - Security	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
100-47704	Community Center - Cleaning	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
Type: 47 - OTHER REVENUE Total:		449,000.00	34,000.00	12,501.04	52,029.57	18,029.57	153.03 %
Type: 49 - TRANSFERS							
100-49550	Xfer In - COF Utility Fund 500	1,179,724.00	1,179,724.00	589,862.00	1,179,724.00	0.00	100.00 %
100-49560	Xfer In - 4/A EDC Fund 600	180,737.00	180,737.00	6,681.46	132,182.57	-48,554.43	73.14 %
100-49562	Xfer In - 4/A Comm Events	37,500.00	37,500.00	0.00	37,500.00	0.00	100.00 %
100-49563	Xfer In - 4/A Shared Services Fee	35,000.00	35,000.00	0.00	35,000.00	0.00	100.00 %
100-49565	Xfer In - Fund 601 Promotional Rei	12,750.00	12,750.00	0.00	0.00	-12,750.00	0.00 %
100-49570	Xfer In - 4/B EDC Fund 700	180,737.00	180,737.00	6,681.46	132,182.57	-48,554.43	73.14 %
100-49572	Xfer In - 4/B Comm Events	37,500.00	37,500.00	0.00	37,500.00	0.00	100.00 %
100-49573	Xfer In - 4/B Shared Services Fee	35,000.00	35,000.00	0.00	35,000.00	0.00	100.00 %
100-49575	Xfer In - Fund 701 Promotional Rei	12,750.00	12,750.00	0.00	0.00	-12,750.00	0.00 %
Type: 49 - TRANSFERS Total:		1,711,698.00	1,711,698.00	603,224.92	1,589,089.14	-122,608.86	92.84 %
Revenue Total:		11,779,747.00	14,756,363.00	3,530,014.42	17,795,106.35	3,038,743.35	120.59 %
Expense							
Department: 120 - Administration							
ExpCategory: 52 - PERSONNEL COSTS							
100-120-5210-00	Salaries & Wages	388,700.00	388,700.00	57,677.91	424,514.99	-35,814.99	109.21 %
100-120-5210-02	Overtime	500.00	500.00	42.37	879.45	-379.45	175.89 %
100-120-5210-03	Auto Allowance	6,000.00	6,000.00	774.73	6,016.51	-16.51	100.28 %
100-120-5216-01	Mayor Compensation	9,600.00	9,600.00	800.00	9,600.00	0.00	100.00 %
100-120-5216-02	Elected Officials Pay	25,200.00	25,200.00	2,245.16	24,145.16	1,054.84	95.81 %
100-120-5230-00	Payroll Tax Expense	32,857.00	32,857.00	2,598.92	30,580.65	2,276.35	93.07 %
100-120-5235-00	Employee Health Benefits	50,922.00	50,922.00	0.00	56,532.12	-5,610.12	111.02 %
100-120-5238-00	Retirement Contribution	31,816.00	31,816.00	4,380.92	35,368.17	-3,552.17	111.16 %
100-120-5239-00	Worker's Compensation	824.00	824.00	0.00	578.22	245.78	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		546,419.00	546,419.00	68,520.01	588,215.27	-41,796.27	107.65 %
ExpCategory: 53 - SUPPLIES							
100-120-5311-00	Supplies	12,500.00	12,500.00	118.27	1,666.42	10,833.58	13.33 %
100-120-5314-00	Publications/Ref Material	2,080.00	2,080.00	0.00	100.00	1,980.00	4.81 %
100-120-5315-00	Postage	6,500.00	6,500.00	433.91	4,787.90	1,712.10	73.66 %
100-120-5316-00	Minor Tools & Equipment	6,000.00	6,000.00	0.00	1,379.45	4,620.55	22.99 %
100-120-5317-00	Commemoratives	2,500.00	2,500.00	0.00	84.17	2,415.83	3.37 %
100-120-5326-00	Uniforms/Shirts	930.00	930.00	0.00	0.00	930.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-120-5381-00	Meeting Expenses	5,000.00	5,000.00	200.67	1,875.90	3,124.10	37.52 %
	ExpCategory: 53 - SUPPLIES Total:	35,510.00	35,510.00	752.85	9,893.84	25,616.16	27.86 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
100-120-5411-00	Prof. Services - Legal	430,000.00	430,000.00	48,460.44	469,005.04	-39,005.04	109.07 %
100-120-5411-10	Prof. Services - Consulting	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-120-5414-02	Keep Fulshear Beautiful	12,000.00	12,000.00	0.00	13,716.82	-1,716.82	114.31 %
100-120-5414-03	Community Events	75,000.00	75,000.00	647.29	26,346.34	48,653.66	35.13 %
100-120-5424-00	Elections	5,000.00	5,000.00	0.00	9,244.09	-4,244.09	184.88 %
100-120-5434-00	Telecommunications	7,000.00	7,000.00	1,184.12	7,163.95	-163.95	102.34 %
100-120-5461-04	Codification	6,500.00	6,500.00	0.00	3,565.00	2,935.00	54.85 %
100-120-5467-00	Drug Screenings/Evaluations	0.00	0.00	0.00	10.21	-10.21	0.00 %
100-120-5468-01	Railroad Pipeline Rental	600.00	600.00	0.00	568.66	31.34	94.78 %
100-120-5469-01	Equipment Rental	7,300.00	7,300.00	929.80	4,957.62	2,342.38	67.91 %
100-120-5480-00	380 Grant Agreements	0.00	40,000.00	0.00	40,000.00	0.00	100.00 %
100-120-5490-00	Grants - Sales Tax Rebates	0.00	335,000.00	0.00	366,536.49	-31,536.49	109.41 %
100-120-5495-00	City Hall - Loan Payment	0.00	4,040,096.00	38,733.36	4,207,129.75	-167,033.75	104.13 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	593,400.00	5,008,496.00	89,955.01	5,148,243.97	-139,747.97	102.79 %
	ExpCategory: 55 - OTHER CHARGES						
100-120-5520-00	Printing	650.00	650.00	0.00	248.29	401.71	38.20 %
100-120-5526-00	Public Notices	5,000.00	5,000.00	522.96	2,871.35	2,128.65	57.43 %
100-120-5526-01	County Recording Fees	3,500.00	3,500.00	308.37	734.76	2,765.24	20.99 %
100-120-5526-05	Open Records Expenses	4,250.00	4,250.00	0.00	-28.10	4,278.10	-0.66 %
100-120-5527-00	Dues & Memberships	8,500.00	8,500.00	166.00	6,577.88	1,922.12	77.39 %
100-120-5528-00	Travel & Training	25,000.00	25,000.00	103.59	4,382.30	20,617.70	17.53 %
100-120-5529-00	Miscellaneous Expenses	0.00	0.00	0.00	229.08	-229.08	0.00 %
100-120-5540-02	Software Maintenance	0.00	0.00	0.00	545.79	-545.79	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	46,900.00	46,900.00	1,100.92	15,561.35	31,338.65	33.18 %
	Department: 120 - Administration Total:	1,222,229.00	5,637,325.00	160,328.79	5,761,914.43	-124,589.43	102.21 %
	Department: 130 - Human Resources						
	ExpCategory: 52 - PERSONNEL COSTS						
100-130-5210-00	Salaries & Wages	135,795.00	135,795.00	20,284.51	142,873.15	-7,078.15	105.21 %
100-130-5210-02	Overtime	500.00	500.00	449.75	519.72	-19.72	103.94 %
100-130-5230-00	Payroll Tax Expense	10,388.00	10,388.00	1,385.28	10,450.56	-62.56	100.60 %
100-130-5235-00	Employee Health Benefits	17,822.00	17,822.00	0.00	16,534.38	1,287.62	92.78 %
100-130-5238-00	Retirement Contribution	10,040.00	10,040.00	1,484.65	11,257.83	-1,217.83	112.13 %
100-130-5239-00	Worker's Compensation	244.00	244.00	0.00	171.22	72.78	70.17 %
100-130-5240-00	Unemployment	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	185,789.00	185,789.00	23,604.19	181,806.86	3,982.14	97.86 %
	ExpCategory: 53 - SUPPLIES						
100-130-5311-00	Supplies	2,500.00	2,500.00	0.00	352.43	2,147.57	14.10 %
100-130-5314-00	Publications/Ref Material	500.00	500.00	0.00	0.00	500.00	0.00 %
100-130-5316-00	Minor Tools and Equipment	14,000.00	14,000.00	148.28	363.78	13,636.22	2.60 %
100-130-5326-00	Uniforms/Shirts	125.00	125.00	62.30	128.90	-3.90	103.12 %
100-130-5381-05	Staff Relations	15,000.00	15,000.00	810.77	11,659.36	3,340.64	77.73 %
100-130-5381-06	Staff Development Program	6,000.00	6,000.00	0.00	5,480.63	519.37	91.34 %
	ExpCategory: 53 - SUPPLIES Total:	38,125.00	38,125.00	1,021.35	17,985.10	20,139.90	47.17 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
100-130-5411-00	Prof. Services - Legal	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-130-5411-10	Prof. Services - Consulting	25,000.00	38,000.00	100.00	16,660.00	21,340.00	43.84 %
100-130-5411-16	EAP Services	1,000.00	1,000.00	0.00	2,541.20	-1,541.20	254.12 %
100-130-5434-00	Telecommunications	1,000.00	1,000.00	181.48	817.14	182.86	81.71 %
100-130-5467-00	Testing/Backgrounds/Supp Serv	3,000.00	3,000.00	141.80	1,406.40	1,593.60	46.88 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	80,000.00	93,000.00	423.28	21,424.74	71,575.26	23.04 %
	ExpCategory: 55 - OTHER CHARGES						
100-130-5515-00	Advertising	1,000.00	1,000.00	0.00	206.60	793.40	20.66 %
100-130-5520-00	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-130-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	5,854.21	-4,354.21	390.28 %
100-130-5528-00	Travel & Training	3,500.00	3,500.00	115.33	1,484.02	2,015.98	42.40 %
100-130-5531-01	Tuition Assistance Program	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-130-5540-02	Software Maintenance	6,300.00	6,300.00	0.00	1,399.69	4,900.31	22.22 %
ExpCategory: 55 - OTHER CHARGES Total:		22,800.00	22,800.00	115.33	8,944.52	13,855.48	39.23 %
Department: 130 - Human Resources Total:		326,714.00	339,714.00	25,164.15	230,161.22	109,552.78	67.75 %
Department: 140 - Municipal Court							
ExpCategory: 52 - PERSONNEL COSTS							
100-140-5210-00	Salaries	108,484.00	108,484.00	8,522.10	78,973.21	29,510.79	72.80 %
100-140-5210-02	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-140-5230-00	Payroll Tax Expense	8,299.00	8,299.00	582.60	5,967.77	2,331.23	71.91 %
100-140-5235-00	Employee Health Benefits	20,369.00	20,369.00	0.00	11,241.23	9,127.77	55.19 %
100-140-5238-00	Retirement Contribution	7,932.00	7,932.00	609.24	6,204.74	1,727.26	78.22 %
100-140-5239-00	Workers Compensation	341.00	341.00	0.00	239.29	101.71	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		146,425.00	146,425.00	9,713.94	102,626.24	43,798.76	70.09 %
ExpCategory: 53 - SUPPLIES							
100-140-5311-00	Supplies	3,000.00	3,000.00	534.02	3,998.42	-998.42	133.28 %
100-140-5314-00	Publications/Ref Material	400.00	400.00	0.00	20.09	379.91	5.02 %
100-140-5316-00	Minor Tools & Equipment	1,500.00	1,500.00	112.92	1,605.77	-105.77	107.05 %
ExpCategory: 53 - SUPPLIES Total:		4,900.00	4,900.00	646.94	5,624.28	-724.28	114.78 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-140-5411-00	Prof. Services - Legal	40,000.00	40,000.00	3,656.25	18,825.00	21,175.00	47.06 %
100-140-5411-03	Prof. Services - Judge	35,000.00	35,000.00	3,475.00	19,825.00	15,175.00	56.64 %
100-140-5411-06	Building Security - Bailiff	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-140-5411-07	Prof. Services	500.00	500.00	0.00	0.00	500.00	0.00 %
100-140-5411-08	Prof. Services - Interpreter	1,000.00	1,000.00	300.00	300.00	700.00	30.00 %
100-140-5434-00	Telecommunications	900.00	900.00	100.74	604.35	295.65	67.15 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		87,400.00	87,400.00	7,531.99	39,554.35	47,845.65	45.26 %
ExpCategory: 55 - OTHER CHARGES							
100-140-5520-00	Printing	400.00	400.00	0.00	237.79	162.21	59.45 %
100-140-5527-00	Dues & Memberships	1,000.00	1,000.00	0.00	299.69	700.31	29.97 %
100-140-5528-00	Travel & Training	5,000.00	5,000.00	50.00	175.00	4,825.00	3.50 %
100-140-5540-02	Software Maintenance	13,500.00	13,500.00	2,385.58	9,002.14	4,497.86	66.68 %
ExpCategory: 55 - OTHER CHARGES Total:		19,900.00	19,900.00	2,435.58	9,714.62	10,185.38	48.82 %
Department: 140 - Municipal Court Total:		258,625.00	258,625.00	20,328.45	157,519.49	101,105.51	60.91 %
Department: 160 - Finance							
ExpCategory: 52 - PERSONNEL COSTS							
100-160-5210-00	Salaries	363,403.00	253,403.00	23,622.53	242,886.47	10,516.53	95.85 %
100-160-5210-01	Wages	0.00	0.00	2,579.14	2,579.14	-2,579.14	0.00 %
100-160-5210-02	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-160-5210-03	Auto Allowance	4,800.00	4,800.00	8.30	140.17	4,659.83	2.92 %
100-160-5230-00	Payroll Tax Expense	27,800.00	27,800.00	1,626.97	18,024.16	9,775.84	64.84 %
100-160-5235-00	Employee Health Benefits	40,738.00	40,738.00	0.00	29,873.59	10,864.41	73.33 %
100-160-5238-00	Retirement Contribution	26,920.00	26,920.00	1,881.46	20,165.20	6,754.80	74.91 %
100-160-5239-00	Worker's Compensation	577.00	577.00	0.00	404.89	172.11	70.17 %
100-160-5250-00	Vacation Pay Out	10,000.00	10,000.00	0.00	10,664.00	-664.00	106.64 %
ExpCategory: 52 - PERSONNEL COSTS Total:		475,238.00	365,238.00	29,718.40	324,737.62	40,500.38	88.91 %
ExpCategory: 53 - SUPPLIES							
100-160-5311-00	Supplies	3,000.00	3,000.00	81.03	1,726.87	1,273.13	57.56 %
100-160-5314-00	Publications/Ref Materials	700.00	700.00	428.40	3,334.40	-2,634.40	476.34 %
100-160-5316-00	Minor Tools & Equipment	4,300.00	4,300.00	0.00	933.22	3,366.78	21.70 %
100-160-5326-00	Uniforms/Shirts	300.00	300.00	0.00	0.00	300.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		8,300.00	8,300.00	509.43	5,994.49	2,305.51	72.22 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-160-5411-09	Prof. Services - Audit	40,000.00	40,000.00	0.00	41,434.00	-1,434.00	103.59 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-160-5411-13	Technology	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
100-160-5421-00	Insurance - Real & Personal Prop	19,296.00	43,296.00	0.00	42,832.16	463.84	98.93 %
100-160-5421-01	Insurance - General Liability	13,623.00	13,623.00	0.00	0.00	13,623.00	0.00 %
100-160-5421-02	Insurance - Auto Liability	22,382.00	30,482.00	0.00	33,022.40	-2,540.40	108.33 %
100-160-5421-03	Insurance W/C Contribution	0.00	22,000.00	0.00	31,249.14	-9,249.14	142.04 %
100-160-5421-04	Errors & Omissions	4,612.00	4,612.00	0.00	0.00	4,612.00	0.00 %
100-160-5421-05	Insurance - Bonding	1,200.00	1,200.00	0.00	1,066.00	134.00	88.83 %
100-160-5425-00	Merchant Service Fees	50,000.00	50,000.00	17,526.07	75,677.72	-25,677.72	151.36 %
100-160-5426-00	Tax Assessor/Collector Fees	26,500.00	26,500.00	9,444.97	34,204.78	-7,704.78	129.07 %
100-160-5434-00	Telecommunications	0.00	0.00	100.74	453.59	-453.59	0.00 %
100-160-5469-01	Equipment Rental	0.00	0.00	652.80	3,435.08	-3,435.08	0.00 %
100-160-5475-00	Bank Charges	25,000.00	25,000.00	284.48	12,045.62	12,954.38	48.18 %
100-160-5475-01	Credit Card Fees	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		211,713.00	265,813.00	28,009.06	275,420.49	-9,607.49	103.61 %
ExpCategory: 55 - OTHER CHARGES							
100-160-5527-00	Dues & Memberships	1,800.00	1,800.00	0.00	1,502.79	297.21	83.49 %
100-160-5528-00	Travel & Training	11,200.00	11,200.00	0.00	673.62	10,526.38	6.01 %
100-160-5540-02	Software Maintenance	16,000.00	16,000.00	0.00	11,576.30	4,423.70	72.35 %
ExpCategory: 55 - OTHER CHARGES Total:		29,000.00	29,000.00	0.00	13,752.71	15,247.29	47.42 %
Department: 160 - Finance Total:		724,251.00	668,351.00	58,236.89	619,905.31	48,445.69	92.75 %
Department: 170 - Utility Services							
ExpCategory: 52 - PERSONNEL COSTS							
100-170-5210-00	Salaries	140,910.00	140,910.00	15,174.92	138,954.17	1,955.83	98.61 %
100-170-5210-02	Overtime	1,000.00	1,000.00	110.24	1,198.59	-198.59	119.86 %
100-170-5230-00	Payroll Tax Expense	10,780.00	10,780.00	906.74	9,451.13	1,328.87	87.67 %
100-170-5235-00	Employee Health Benefits	20,369.00	20,369.00	0.00	27,770.98	-7,401.98	136.34 %
100-170-5238-00	Retirement Contribution	10,438.00	10,438.00	1,059.58	10,995.30	-557.30	105.34 %
100-170-5239-00	Workers Compensation	222.00	222.00	0.00	155.78	66.22	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		183,719.00	183,719.00	17,251.48	188,525.95	-4,806.95	102.62 %
ExpCategory: 53 - SUPPLIES							
100-170-5311-00	Supplies	2,500.00	2,500.00	0.00	914.73	1,585.27	36.59 %
100-170-5314-00	Publications/Ref Material	2,000.00	2,000.00	0.00	154.60	1,845.40	7.73 %
100-170-5315-00	Postage	27,000.00	27,000.00	6,455.64	26,811.15	188.85	99.30 %
100-170-5316-00	Minor Tools & Equipment	11,500.00	11,500.00	0.00	1,374.59	10,125.41	11.95 %
100-170-5326-00	Uniforms/Shirts	225.00	225.00	0.00	0.00	225.00	0.00 %
100-170-5380-00	Public Relations	2,500.00	2,500.00	0.00	3,182.19	-682.19	127.29 %
ExpCategory: 53 - SUPPLIES Total:		45,725.00	45,725.00	6,455.64	32,437.26	13,287.74	70.94 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-170-5411-10	Prof. Services - Consulting	2,500.00	2,500.00	0.00	3,809.50	-1,309.50	152.38 %
100-170-5434-00	Telecommunications	1,000.00	1,000.00	100.74	604.35	395.65	60.44 %
100-170-5461-02	Contract - Sanitation Services	1,146,506.00	1,146,506.00	296,260.77	1,218,913.04	-72,407.04	106.32 %
100-170-5469-01	Equipment Rental	4,500.00	4,500.00	0.00	945.51	3,554.49	21.01 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		1,154,506.00	1,154,506.00	296,361.51	1,224,272.40	-69,766.40	106.04 %
ExpCategory: 55 - OTHER CHARGES							
100-170-5515-00	Advertising	750.00	750.00	0.00	0.00	750.00	0.00 %
100-170-5520-00	Printing	15,000.00	15,000.00	2,428.70	12,410.88	2,589.12	82.74 %
100-170-5527-00	Dues & Memberships	550.00	550.00	0.00	395.71	154.29	71.95 %
100-170-5528-00	Travel & Training	3,000.00	3,000.00	0.00	785.00	2,215.00	26.17 %
100-170-5535-00	Equipment Maintenance	23,000.00	23,000.00	5,147.00	21,639.85	1,360.15	94.09 %
100-170-5540-02	Software Maintenance	23,000.00	23,000.00	453.91	9,624.21	13,375.79	41.84 %
ExpCategory: 55 - OTHER CHARGES Total:		65,300.00	65,300.00	8,029.61	44,855.65	20,444.35	68.69 %
Department: 170 - Utility Services Total:		1,449,250.00	1,449,250.00	328,098.24	1,490,091.26	-40,841.26	102.82 %
Department: 180 - Economic Development							
ExpCategory: 52 - PERSONNEL COSTS							
100-180-5210-00	Salaries	173,888.00	173,888.00	20,845.43	160,745.96	13,142.04	92.44 %
100-180-5210-03	Auto Allowance	4,800.00	4,800.00	0.00	3,270.41	1,529.59	68.13 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-180-5230-00	Payroll Tax Expense	13,302.00	13,302.00	674.48	11,247.99	2,054.01	84.56 %
100-180-5235-00	Employee Health Benefits	20,369.00	20,369.00	0.00	16,302.85	4,066.15	80.04 %
100-180-5238-00	Retirement Contribution	12,881.00	12,881.00	705.33	11,721.05	1,159.95	90.99 %
100-180-5239-00	Workers Compensation	279.00	279.00	0.00	195.78	83.22	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		225,519.00	225,519.00	22,225.24	203,484.04	22,034.96	90.23 %
ExpCategory: 53 - SUPPLIES							
100-180-5311-00	Supplies	2,500.00	2,500.00	0.00	120.58	2,379.42	4.82 %
100-180-5314-00	Publications/Ref Material	730.00	730.00	23.00	410.91	319.09	56.29 %
100-180-5316-00	Minor Tools & Equipment	2,000.00	2,000.00	0.00	254.47	1,745.53	12.72 %
100-180-5326-00	Uniforms/Shirts	150.00	150.00	0.00	10.54	139.46	7.03 %
100-180-5381-00	Meeting Expenses	2,000.00	2,000.00	71.58	227.18	1,772.82	11.36 %
ExpCategory: 53 - SUPPLIES Total:		7,380.00	7,380.00	94.58	1,023.68	6,356.32	13.87 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-180-5411-10	Prof. Services - Consulting	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
100-180-5411-14	Prof. Service Legal & Engineer	30,000.00	30,000.00	2,554.50	12,109.50	17,890.50	40.37 %
100-180-5434-00	Telecommunications	2,000.00	2,000.00	277.46	1,720.88	279.12	86.04 %
100-180-5440-00	Marketing	25,500.00	25,500.00	0.00	12,500.00	13,000.00	49.02 %
100-180-5472-00	Business Devlpmnt & Retention	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		95,000.00	95,000.00	2,831.96	26,330.38	68,669.62	27.72 %
ExpCategory: 55 - OTHER CHARGES							
100-180-5520-00	Printing	500.00	500.00	0.00	64.43	435.57	12.89 %
100-180-5527-00	Dues & Memberships	2,325.00	2,325.00	0.00	876.75	1,448.25	37.71 %
100-180-5527-01	Dues & Memberships - Org.	17,250.00	17,250.00	0.00	14,355.00	2,895.00	83.22 %
100-180-5528-00	Travel & Training	12,500.00	12,500.00	91.84	3,680.92	8,819.08	29.45 %
100-180-5530-00	Technology Maintenance	25,000.00	25,000.00	0.00	7,963.99	17,036.01	31.86 %
100-180-5531-00	Mileage	1,500.00	1,500.00	30.80	221.53	1,278.47	14.77 %
ExpCategory: 55 - OTHER CHARGES Total:		59,075.00	59,075.00	122.64	27,162.62	31,912.38	45.98 %
Department: 180 - Economic Development Total:		386,974.00	386,974.00	25,274.42	258,000.72	128,973.28	66.67 %
Department: 185 - Communications							
ExpCategory: 52 - PERSONNEL COSTS							
100-185-5210-00	Salaries	65,000.00	65,000.00	8,806.03	31,730.83	33,269.17	48.82 %
100-185-5230-00	Payroll Tax Expense	4,973.00	4,973.00	604.07	2,357.81	2,615.19	47.41 %
100-185-5235-00	Employee Health Benefits	10,184.00	10,184.00	0.00	4,512.75	5,671.25	44.31 %
100-185-5238-00	Retirement Contribution	4,815.00	4,815.00	631.71	2,465.73	2,349.27	51.21 %
100-185-5239-00	Worker's Compensation	147.00	147.00	0.00	0.00	147.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		85,119.00	85,119.00	10,041.81	41,067.12	44,051.88	48.25 %
ExpCategory: 53 - SUPPLIES							
100-185-5311-00	Supplies	500.00	500.00	0.00	486.17	13.83	97.23 %
100-185-5316-00	Minor Tools & Equipment	5,000.00	5,000.00	0.00	4,788.50	211.50	95.77 %
ExpCategory: 53 - SUPPLIES Total:		5,500.00	5,500.00	0.00	5,274.67	225.33	95.90 %
ExpCategory: 55 - OTHER CHARGES							
100-185-5527-00	Dues & Memberships	500.00	500.00	0.00	331.79	168.21	66.36 %
100-185-5527-02	Annual Subscription Services	6,000.00	6,000.00	0.00	913.36	5,086.64	15.22 %
100-185-5528-00	Travel & Training	3,000.00	3,000.00	109.89	1,458.18	1,541.82	48.61 %
100-185-5530-00	Technology Maintenance	28,000.00	28,000.00	2,476.60	24,322.54	3,677.46	86.87 %
100-185-5540-02	Software Maintenance	1,200.00	1,200.00	14.06	410.03	789.97	34.17 %
ExpCategory: 55 - OTHER CHARGES Total:		38,700.00	38,700.00	2,600.55	27,435.90	11,264.10	70.89 %
Department: 185 - Communications Total:		129,319.00	129,319.00	12,642.36	73,777.69	55,541.31	57.05 %
Department: 210 - Police Dept							
ExpCategory: 52 - PERSONNEL COSTS							
100-210-5210-00	Salaries	1,766,872.00	1,766,872.00	233,509.90	1,879,017.09	-112,145.09	106.35 %
100-210-5210-02	Overtime	20,596.00	20,596.00	3,435.65	12,651.65	7,944.35	61.43 %
100-210-5210-03	Auto Allowance	2,400.00	2,400.00	309.86	2,406.39	-6.39	100.27 %
100-210-5210-05	Holiday Worked - Wage	45,958.00	45,958.00	6,872.26	47,481.92	-1,523.92	103.32 %
100-210-5210-06	Overtime - Grant Funded	0.00	0.00	0.00	81.40	-81.40	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-210-5230-00	Payroll Tax Expense	139,931.00	139,931.00	16,246.40	142,605.60	-2,674.60	101.91 %
100-210-5235-00	Employee Health Benefits	254,610.00	254,610.00	0.00	239,610.39	14,999.61	94.11 %
100-210-5238-00	Retirement Contribution	130,883.00	130,883.00	17,572.91	152,687.47	-21,804.47	116.66 %
100-210-5239-00	Workers Compensation	41,794.00	41,794.00	0.00	29,327.73	12,466.27	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		2,403,044.00	2,403,044.00	277,946.98	2,505,869.64	-102,825.64	104.28 %
ExpCategory: 53 - SUPPLIES							
100-210-5311-00	Supplies	4,200.00	4,200.00	409.88	3,061.95	1,138.05	72.90 %
100-210-5311-05	Supplies - Police Duty	29,100.00	34,129.29	1,436.84	15,180.69	18,948.60	44.48 %
100-210-5314-00	Publications/Ref Material	500.00	500.00	0.00	0.00	500.00	0.00 %
100-210-5316-00	Minor Tools & Equipment	110,920.00	110,920.00	5,045.76	88,589.24	22,330.76	79.87 %
100-210-5317-00	Commemoratives	500.00	500.00	0.00	11.43	488.57	2.29 %
100-210-5326-00	Uniforms/Shirts	24,600.00	24,600.00	1,757.30	16,425.49	8,174.51	66.77 %
100-210-5363-00	Fuel/Oil Expense	58,885.00	58,885.00	11,260.44	54,675.02	4,209.98	92.85 %
100-210-5363-01	Auto Repair/Maintenance	61,000.00	61,000.00	4,813.53	41,274.45	19,725.55	67.66 %
100-210-5364-00	Investigations	6,000.00	6,000.00	0.00	1,239.17	4,760.83	20.65 %
100-210-5380-00	Public Relations	1,200.00	1,200.00	109.59	937.74	262.26	78.15 %
ExpCategory: 53 - SUPPLIES Total:		296,905.00	301,934.29	24,833.34	221,395.18	80,539.11	73.33 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-210-5411-10	Prof. Services - Consulting	12,000.00	12,000.00	0.00	12,500.00	-500.00	104.17 %
100-210-5430-00	Telecommunications-Web	3,700.00	3,700.00	0.00	0.00	3,700.00	0.00 %
100-210-5434-00	Telecommunications	18,700.00	18,700.00	3,289.47	16,027.85	2,672.15	85.71 %
100-210-5467-00	Testing & Support Services	6,965.00	6,965.00	0.00	1,113.00	5,852.00	15.98 %
100-210-5469-01	Equipment Rental	13,000.00	13,000.00	1,936.90	12,028.05	971.95	92.52 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		54,365.00	54,365.00	5,226.37	41,668.90	12,696.10	76.65 %
ExpCategory: 55 - OTHER CHARGES							
100-210-5520-00	Printing	1,500.00	1,500.00	280.00	1,454.05	45.95	96.94 %
100-210-5527-00	Dues & Memberships	2,300.00	2,300.00	0.00	1,917.09	382.91	83.35 %
100-210-5528-00	Travel & Training	18,000.00	18,000.00	771.46	16,992.35	1,007.65	94.40 %
100-210-5528-01	Emergency Travel	0.00	0.00	-3,517.17	1,580.12	-1,580.12	0.00 %
100-210-5530-00	Technology Maintenance	99,900.00	99,900.00	246.17	70,562.06	29,337.94	70.63 %
100-210-5531-01	Tuition Assistance Program	6,000.00	6,000.00	0.00	1,500.00	4,500.00	25.00 %
100-210-5599-00	Vehicle Replacement Fee	106,584.00	106,584.00	8,882.00	106,584.00	0.00	100.00 %
ExpCategory: 55 - OTHER CHARGES Total:		234,284.00	234,284.00	6,662.46	200,589.67	33,694.33	85.62 %
ExpCategory: 56 - CAPITAL OUTLAY							
100-210-5600-02	Capital Outlay - Vehicle	34,000.00	34,000.00	0.00	32,223.00	1,777.00	94.77 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		34,000.00	34,000.00	0.00	32,223.00	1,777.00	94.77 %
Department: 210 - Police Dept Total:		3,022,598.00	3,027,627.29	314,669.15	3,001,746.39	25,880.90	99.15 %
Department: 230 - Emergency Management							
ExpCategory: 53 - SUPPLIES							
100-230-5311-00	Supplies	4,500.00	4,500.00	149.82	2,658.44	1,841.56	59.08 %
100-230-5311-01	Occupation Supplies	3,500.00	3,500.00	0.00	2,343.96	1,156.04	66.97 %
100-230-5314-00	Publications/Ref Material	500.00	500.00	0.00	0.00	500.00	0.00 %
100-230-5316-00	Minor Tools & Equipment	9,700.00	9,700.00	972.32	6,577.56	3,122.44	67.81 %
100-230-5317-00	Commemoratives	1,200.00	1,200.00	0.00	1,200.00	0.00	100.00 %
100-230-5363-00	Fuel/Oil Expense	10,400.00	10,400.00	0.00	5,694.24	4,705.76	54.75 %
100-230-5363-01	Auto Repair/Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-230-5381-00	Meeting Expenses	2,700.00	2,700.00	0.00	0.00	2,700.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		37,500.00	37,500.00	1,122.14	18,474.20	19,025.80	49.26 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-230-5411-13	Prof. Services I.T.	500.00	500.00	0.00	0.00	500.00	0.00 %
100-230-5434-00	Telecommunications	2,000.00	2,000.00	75.98	455.88	1,544.12	22.79 %
100-230-5469-01	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		3,500.00	3,500.00	75.98	455.88	3,044.12	13.03 %
ExpCategory: 55 - OTHER CHARGES							
100-230-5500-01	COVID-19	0.00	471,814.00	0.00	471,814.00	0.00	100.00 %
100-230-5501-00	Tropical Storm Nicholas	0.00	0.00	292.22	292.22	-292.22	0.00 %

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100-230-5520-00	Printing	300.00	300.00	0.00	0.00	300.00	0.00 %
100-230-5527-00	Dues & Memberships	450.00	450.00	0.00	92.79	357.21	20.62 %
100-230-5528-00	Travel & Training	2,000.00	2,000.00	226.74	337.98	1,662.02	16.90 %
ExpCategory: 55 - OTHER CHARGES Total:		2,750.00	474,564.00	518.96	472,536.99	2,027.01	99.57 %
Department: 230 - Emergency Management Total:		43,750.00	515,564.00	1,717.08	491,467.07	24,096.93	95.33 %
Department: 250 - Code Enforcement							
ExpCategory: 52 - PERSONNEL COSTS							
100-250-5210-00	Salaries & Wages	48,899.00	48,899.00	6,313.82	48,981.09	-82.09	100.17 %
100-250-5210-02	Overtime	5,000.00	5,000.00	0.00	44.08	4,955.92	0.88 %
100-250-5230-00	Payroll Tax Expense	3,741.00	3,741.00	431.61	3,702.81	38.19	98.98 %
100-250-5235-00	Employee Health Benefits	10,184.00	10,184.00	0.00	9,586.26	597.74	94.13 %
100-250-5238-00	Retirement Contribution	3,622.00	3,622.00	451.38	3,850.20	-228.20	106.30 %
100-250-5239-00	Workers' Compensation	259.00	259.00	0.00	181.75	77.25	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		71,705.00	71,705.00	7,196.81	66,346.19	5,358.81	92.53 %
ExpCategory: 53 - SUPPLIES							
100-250-5311-00	Supplies	200.00	200.00	15.90	173.77	26.23	86.89 %
100-250-5314-00	Publications/Ref Material	300.00	300.00	0.00	0.00	300.00	0.00 %
100-250-5316-00	Minor Tools & Equipment	7,100.00	7,100.00	0.00	1,757.69	5,342.31	24.76 %
100-250-5326-00	Uniforms/Shirts	350.00	350.00	293.00	417.95	-67.95	119.41 %
100-250-5363-00	Fuel/Oil Expense	3,400.00	3,400.00	238.60	1,560.33	1,839.67	45.89 %
100-250-5363-01	Auto Repair/Maintenance	3,840.00	3,840.00	0.00	263.61	3,576.39	6.86 %
ExpCategory: 53 - SUPPLIES Total:		15,190.00	15,190.00	547.50	4,173.35	11,016.65	27.47 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-250-5434-00	Telecommunications	1,200.00	1,200.00	100.74	630.34	569.66	52.53 %
100-250-5461-00	Pro Serv.- Demo-/Prop Upkeep	5,500.00	5,500.00	0.00	750.00	4,750.00	13.64 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		6,700.00	6,700.00	100.74	1,380.34	5,319.66	20.60 %
ExpCategory: 55 - OTHER CHARGES							
100-250-5527-00	Dues & Memberships	200.00	200.00	0.00	167.79	32.21	83.90 %
100-250-5528-00	Travel & Training	2,000.00	2,000.00	0.00	350.00	1,650.00	17.50 %
100-250-5530-00	Technology Maintenance	440.00	440.00	7,032.50	7,032.50	-6,592.50	1,598.30 %
100-250-5599-00	Vehicle Replacement Fee	3,125.00	3,125.00	260.42	3,125.04	-0.04	100.00 %
ExpCategory: 55 - OTHER CHARGES Total:		5,765.00	5,765.00	7,292.92	10,675.33	-4,910.33	185.17 %
Department: 250 - Code Enforcement Total:		99,360.00	99,360.00	15,137.97	82,575.21	16,784.79	83.11 %
Department: 400 - Planning Department							
ExpCategory: 53 - SUPPLIES							
100-400-5311-00	Supplies	3,500.00	3,500.00	459.38	2,333.01	1,166.99	66.66 %
100-400-5314-00	Publications/Ref Material	1,200.00	1,200.00	343.65	1,802.91	-602.91	150.24 %
100-400-5316-00	Minor Tools & Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		7,200.00	7,200.00	803.03	4,135.92	3,064.08	57.44 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-400-5411-10	Prof. Services - Consulting	140,000.00	140,000.00	54,585.45	95,614.67	44,385.33	68.30 %
100-400-5411-11	Prof. Services - Engineering	0.00	0.00	5,000.00	18,160.12	-18,160.12	0.00 %
100-400-5434-00	Telecommunications	1,000.00	1,000.00	100.74	604.35	395.65	60.44 %
100-400-5469-01	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		142,000.00	142,000.00	59,686.19	114,379.14	27,620.86	80.55 %
ExpCategory: 55 - OTHER CHARGES							
100-400-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	217.79	1,282.21	14.52 %
100-400-5528-00	Travel & Training	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-400-5540-02	Software Maintenance	0.00	0.00	299.01	1,333.37	-1,333.37	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		11,500.00	11,500.00	299.01	1,551.16	9,948.84	13.49 %
Department: 400 - Planning Department Total:		160,700.00	160,700.00	60,788.23	120,066.22	40,633.78	74.71 %
Department: 450 - Development Services							
ExpCategory: 52 - PERSONNEL COSTS							
100-450-5210-00	Salaries	723,529.00	723,529.00	90,361.92	689,349.75	34,179.25	95.28 %
100-450-5210-02	Overtime	5,500.00	5,500.00	155.76	885.90	4,614.10	16.11 %

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100-450-5210-03	Auto Allowance	8,400.00	8,400.00	1,084.88	8,047.59	352.41	95.80 %
100-450-5230-00	Payroll Tax Expense	55,350.00	55,350.00	6,097.53	52,082.33	3,267.67	94.10 %
100-450-5235-00	Employee Health Benefits	112,028.00	112,028.00	0.00	101,563.21	10,464.79	90.66 %
100-450-5238-00	Retirement Contribution	53,596.00	53,596.00	6,528.09	54,822.52	-1,226.52	102.29 %
100-450-5239-00	Workers Compensation	1,540.00	1,540.00	0.00	1,080.65	459.35	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		959,943.00	959,943.00	104,228.18	907,831.95	52,111.05	94.57 %
ExpCategory: 53 - SUPPLIES							
100-450-5311-00	Supplies	6,000.00	6,000.00	55.00	2,899.15	3,100.85	48.32 %
100-450-5314-00	Publications/Ref Material	3,000.00	3,000.00	0.00	3,049.13	-49.13	101.64 %
100-450-5316-00	Minor Tools & Equipment	5,500.00	5,500.00	0.00	2,759.96	2,740.04	50.18 %
100-450-5316-02	Minor Equipment - Technology City	103,000.00	103,000.00	435.34	39,198.19	63,801.81	38.06 %
100-450-5326-00	Uniforms/Shirts	5,000.00	5,000.00	0.00	2,206.42	2,793.58	44.13 %
100-450-5363-00	Fuel/Oil Expense	9,500.00	9,500.00	1,303.71	5,774.41	3,725.59	60.78 %
100-450-5363-01	Auto Repair/Maintenance	7,500.00	7,500.00	80.20	4,906.72	2,593.28	65.42 %
ExpCategory: 53 - SUPPLIES Total:		139,500.00	139,500.00	1,874.25	60,793.98	78,706.02	43.58 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-450-5411-10	Prof. Services - Consulting	25,000.00	25,000.00	4,320.00	34,950.00	-9,950.00	139.80 %
100-450-5411-11	Prof. Services - Engineering	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-450-5411-12	Prof. Serv-Infrastructure Insp	250,000.00	100,000.00	97,629.02	341,257.75	-241,257.75	341.26 %
100-450-5411-13	Professional Services - I.T. - Citywid	60,000.00	60,000.00	14,971.62	131,035.90	-71,035.90	218.39 %
100-450-5430-00	Telecommunications Web - Citywid	7,500.00	7,500.00	0.00	1,199.98	6,300.02	16.00 %
100-450-5430-01	Telecommunications - Citywide	60,000.00	60,000.00	5,442.92	48,045.27	11,954.73	80.08 %
100-450-5434-00	Telecommunications	7,500.00	7,500.00	1,060.32	9,946.65	-2,446.65	132.62 %
100-450-5434-01	Telecommunications - Citywide	0.00	0.00	0.00	1,365.02	-1,365.02	0.00 %
100-450-5469-01	Equipment Rental	6,000.00	6,000.00	1,224.04	7,805.74	-1,805.74	130.10 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		417,500.00	267,500.00	124,647.92	575,606.31	-308,106.31	215.18 %
ExpCategory: 55 - OTHER CHARGES							
100-450-5520-00	Printing	6,000.00	6,000.00	695.80	4,820.58	1,179.42	80.34 %
100-450-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	785.79	714.21	52.39 %
100-450-5528-00	Travel & Training	11,500.00	11,500.00	241.62	3,424.85	8,075.15	29.78 %
100-450-5540-02	Software Maintenance	15,000.00	15,000.00	2,375.72	12,039.96	2,960.04	80.27 %
100-450-5540-03	Software Maintenance - Citywide	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-450-5599-00	Vehicle Replacement Fee	9,750.00	9,750.00	812.50	9,750.00	0.00	100.00 %
ExpCategory: 55 - OTHER CHARGES Total:		93,750.00	93,750.00	4,125.64	30,821.18	62,928.82	32.88 %
Department: 450 - Development Services Total:		1,610,693.00	1,460,693.00	234,875.99	1,575,053.42	-114,360.42	107.83 %
Department: 490 - General Facilities							
ExpCategory: 53 - SUPPLIES							
100-490-5311-00	Supplies	10,000.00	10,000.00	528.24	11,120.58	-1,120.58	111.21 %
100-490-5316-00	Minor Tools & Equipment	25,000.00	25,000.00	0.00	7,833.86	17,166.14	31.34 %
ExpCategory: 53 - SUPPLIES Total:		35,000.00	35,000.00	528.24	18,954.44	16,045.56	54.16 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-490-5420-00	Comm Center Supervisor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-490-5422-00	Facilities Cleaning	45,000.00	45,000.00	9,436.00	48,408.34	-3,408.34	107.57 %
100-490-5431-00	Electricity	25,000.00	25,000.00	2,318.88	24,467.76	532.24	97.87 %
100-490-5435-00	Pest Control Services	3,000.00	3,000.00	187.50	1,970.00	1,030.00	65.67 %
100-490-5451-00	Security Systems	9,500.00	9,500.00	0.00	4,108.06	5,391.94	43.24 %
100-490-5469-02	Facility Rental	143,808.00	143,808.00	12,276.00	146,801.60	-2,993.60	102.08 %
100-490-5472-00	Contract Services	25,000.00	25,000.00	949.45	36,032.19	-11,032.19	144.13 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		256,308.00	256,308.00	25,167.83	261,787.95	-5,479.95	102.14 %
ExpCategory: 55 - OTHER CHARGES							
100-490-5570-01	Facilities Maintenance	50,000.00	50,000.00	24.00	23,957.92	26,042.08	47.92 %
100-490-5570-02	Facility Improvements	0.00	0.00	47,754.00	47,754.00	-47,754.00	0.00 %
100-490-5571-00	Landscape Maintenance	25,000.00	25,000.00	0.00	4,345.42	20,654.58	17.38 %
ExpCategory: 55 - OTHER CHARGES Total:		75,000.00	75,000.00	47,778.00	76,057.34	-1,057.34	101.41 %

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ExpCategory: 56 - CAPITAL OUTLAY						
100-490-5600-04 Capital Outlay - Improvements	50,000.00	50,000.00	0.00	10,352.68	39,647.32	20.71 %
ExpCategory: 56 - CAPITAL OUTLAY Total:	50,000.00	50,000.00	0.00	10,352.68	39,647.32	20.71 %
Department: 490 - General Facilities Total:	416,308.00	416,308.00	73,474.07	367,152.41	49,155.59	88.19 %
Department: 510 - Public Works & Maint						
ExpCategory: 52 - PERSONNEL COSTS						
100-510-5210-00 Salaries	468,469.00	468,469.00	57,280.79	386,581.99	81,887.01	82.52 %
100-510-5210-02 Overtime	6,000.00	6,000.00	1,409.21	5,671.78	328.22	94.53 %
100-510-5210-03 Auto Allowance	10,200.00	10,200.00	1,162.10	8,221.20	1,978.80	80.60 %
100-510-5230-00 Payroll Tax Expense	36,205.00	36,205.00	3,989.79	29,531.43	6,673.57	81.57 %
100-510-5235-00 Employee Health Benefits	81,475.00	81,475.00	0.00	44,813.19	36,661.81	55.00 %
100-510-5238-00 Retirement Contribution	36,952.00	36,952.00	4,260.22	31,394.93	5,557.07	84.96 %
100-510-5239-00 Workers Compensation	4,744.00	4,744.00	0.00	3,328.96	1,415.04	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:	644,045.00	644,045.00	68,102.11	509,543.48	134,501.52	79.12 %
ExpCategory: 53 - SUPPLIES						
100-510-5311-00 Supplies	2,200.00	2,200.00	183.09	2,648.24	-448.24	120.37 %
100-510-5314-00 Publications/Ref Material	700.00	700.00	0.00	0.00	700.00	0.00 %
100-510-5316-00 Minor Tools & Equipment	17,300.00	17,300.00	19.99	14,008.51	3,291.49	80.97 %
100-510-5326-00 Uniforms/Shirts	2,100.00	2,100.00	0.00	915.37	1,184.63	43.59 %
100-510-5363-00 Fuel/Oil Expense	15,000.00	15,000.00	1,024.18	6,655.59	8,344.41	44.37 %
100-510-5363-01 Auto Repair/Maintenance	12,000.00	12,000.00	2,113.94	6,301.97	5,698.03	52.52 %
ExpCategory: 53 - SUPPLIES Total:	49,300.00	49,300.00	3,341.20	30,529.68	18,770.32	61.93 %
ExpCategory: 54 - CONTRACTUAL SERVICES						
100-510-5411-10 Prof. Services - Consulting	20,000.00	20,000.00	500.00	1,500.00	18,500.00	7.50 %
100-510-5412-10 Prof Services - Engineering	90,000.00	90,000.00	11,362.25	55,327.62	34,672.38	61.48 %
100-510-5434-00 Telecommunications	4,200.00	4,200.00	478.94	2,923.60	1,276.40	69.61 %
100-510-5469-01 Equipment Rental	5,000.00	5,000.00	0.00	19.54	4,980.46	0.39 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:	119,200.00	119,200.00	12,341.19	59,770.76	59,429.24	50.14 %
ExpCategory: 55 - OTHER CHARGES						
100-510-5527-00 Dues & Memberships	1,800.00	1,800.00	0.00	2,230.52	-430.52	123.92 %
100-510-5528-00 Travel & Training	11,500.00	11,500.00	0.00	1,808.08	9,691.92	15.72 %
100-510-5599-00 Vehicle Replacement Fee	33,667.00	33,667.00	2,805.58	33,666.96	0.04	100.00 %
ExpCategory: 55 - OTHER CHARGES Total:	46,967.00	46,967.00	2,805.58	37,705.56	9,261.44	80.28 %
ExpCategory: 56 - CAPITAL OUTLAY						
100-510-5600-02 Capital Outlay - Vehicle	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 510 - Public Works & Maint Total:	889,512.00	889,512.00	86,590.08	637,549.48	251,962.52	71.67 %
Department: 520 - Streets						
ExpCategory: 53 - SUPPLIES						
100-520-5311-00 Supplies	11,000.00	11,000.00	7.77	822.01	10,177.99	7.47 %
100-520-5311-02 Supplies - Signage	12,000.00	12,000.00	381.06	7,584.59	4,415.41	63.20 %
100-520-5350-00 Street Maintenance	25,000.00	25,000.00	14,015.00	32,993.68	-7,993.68	131.97 %
ExpCategory: 53 - SUPPLIES Total:	48,000.00	48,000.00	14,403.83	41,400.28	6,599.72	86.25 %
ExpCategory: 54 - CONTRACTUAL SERVICES						
100-520-5411-10 Prof. Services - Consulting	2,500.00	2,500.00	0.00	1,416.25	1,083.75	56.65 %
100-520-5432-00 Electricity - Street Lights	350,000.00	350,000.00	31,551.22	309,816.31	40,183.69	88.52 %
100-520-5472-01 Contract Services - Streets	37,000.00	37,000.00	14,078.64	56,140.15	-19,140.15	151.73 %
100-520-5472-02 Contract Services - Markings	15,000.00	15,000.00	0.00	32,180.88	-17,180.88	214.54 %
100-520-5472-03 Contract Services - Mowing	60,000.00	60,000.00	13,443.95	47,837.78	12,162.22	79.73 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:	464,500.00	464,500.00	59,073.81	447,391.37	17,108.63	96.32 %
ExpCategory: 56 - CAPITAL OUTLAY						
100-520-5600-00 Capital Outlay - Equipment	48,800.00	48,800.00	0.00	9,644.00	39,156.00	19.76 %
ExpCategory: 56 - CAPITAL OUTLAY Total:	48,800.00	48,800.00	0.00	9,644.00	39,156.00	19.76 %
Department: 520 - Streets Total:	561,300.00	561,300.00	73,477.64	498,435.65	62,864.35	88.80 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 900 - Transfers							
ExpCategory: 59 - TRANSFERS							
100-900-5900-30	Xfer Out - Cap Proj Fd 300	2,050,250.00	2,990,850.00	0.00	0.00	2,990,850.00	0.00 %
100-900-5900-51	Xfer Out - COF CP Fund 501	405,000.00	0.00	0.00	0.00	0.00	0.00 %
ExpCategory: 59 - TRANSFERS Total:		2,455,250.00	2,990,850.00	0.00	0.00	2,990,850.00	0.00 %
Department: 900 - Transfers Total:		2,455,250.00	2,990,850.00	0.00	0.00	2,990,850.00	0.00 %
Expense Total:		13,756,833.00	18,991,472.29	1,490,803.51	15,365,415.97	3,626,056.32	80.91 %
Fund: 100 - GENERAL FUND Surplus (Deficit):		-1,977,086.00	-4,235,109.29	2,039,210.91	2,429,690.38	6,664,799.67	-57.37 %
Fund: 500 - FULSHEAR UTILITY FUND							
Revenue							
Type: 41 - TAX & FRANCHISE FEES							
500-41507	Credit Card Fees	0.00	0.00	7,200.18	61,957.06	61,957.06	0.00 %
Type: 41 - TAX & FRANCHISE FEES Total:		0.00	0.00	7,200.18	61,957.06	61,957.06	0.00 %
Type: 44 - SERVICE REVENUE							
500-44001	NSF FEES	0.00	0.00	35.00	35.00	35.00	0.00 %
500-44102	Residential Water	900,000.00	900,000.00	349,031.63	1,241,278.21	341,278.21	137.92 %
500-44103	Commercial Water	450,000.00	450,000.00	69,305.00	337,073.39	-112,926.61	74.91 %
500-44104	Builder Water	50,794.00	50,794.00	0.00	0.00	-50,794.00	0.00 %
500-44105	Irrigation Water	1,056.00	1,056.00	80,647.16	286,336.96	285,280.96	115.24 %
500-44106	Residential Sewer	900,000.00	900,000.00	341,791.08	1,211,394.42	311,394.42	134.60 %
500-44107	Commercial Sewer	450,000.00	450,000.00	55,754.00	249,222.47	-200,777.53	55.38 %
500-44300	Water & Sewer Taps	1,315,000.00	1,315,000.00	245,515.23	2,067,972.52	752,972.52	157.26 %
500-44310	Builder Backcharges	20,000.00	20,000.00	0.00	272.52	-19,727.48	1.36 %
500-44311	Water/Sewer Infrastructure	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
500-44500	Penalties	100,000.00	100,000.00	14,093.81	78,681.55	-21,318.45	78.68 %
500-44600	NFBWA Pumpage Fees	3,024,302.00	3,024,302.00	810,056.57	3,268,077.47	243,775.47	108.06 %
500-44700	Cap. Recovery Fee	0.00	0.00	0.00	1,284,316.83	1,284,316.83	0.00 %
Type: 44 - SERVICE REVENUE Total:		7,361,152.00	7,361,152.00	1,966,229.48	10,024,661.34	2,663,509.34	136.18 %
Type: 46 - INTEREST REVENUE							
500-46000	Interest Revenue	40,000.00	40,000.00	104.25	8,459.17	-31,540.83	21.15 %
Type: 46 - INTEREST REVENUE Total:		40,000.00	40,000.00	104.25	8,459.17	-31,540.83	21.15 %
Type: 47 - OTHER REVENUE							
500-47200	Miscellaneous Revenue	25,000.00	25,000.00	8,817.32	102,811.67	77,811.67	411.25 %
Type: 47 - OTHER REVENUE Total:		25,000.00	25,000.00	8,817.32	102,811.67	77,811.67	411.25 %
Revenue Total:		7,426,152.00	7,426,152.00	1,982,351.23	10,197,889.24	2,771,737.24	137.32 %
Expense							
Department: 000 - Non-Departmental							
ExpCategory: 52 - PERSONNEL COSTS							
500-000-5210-00	Salaries	170,060.00	170,060.00	26,993.34	206,972.03	-36,912.03	121.71 %
500-000-5210-02	Overtime	4,000.00	4,000.00	3,638.88	15,698.75	-11,698.75	392.47 %
500-000-5230-00	Payroll Expense	13,316.00	13,316.00	1,979.99	16,322.63	-3,006.63	122.58 %
500-000-5235-00	Employee Health Benefits	30,553.00	30,553.00	0.00	32,495.85	-1,942.85	106.36 %
500-000-5238-00	Retirement Contribution	13,316.00	13,316.00	2,134.86	17,422.24	-4,106.24	130.84 %
500-000-5239-00	Worker's Compensation	7,417.00	7,417.00	0.00	5,204.67	2,212.33	70.17 %
ExpCategory: 52 - PERSONNEL COSTS Total:		238,662.00	238,662.00	34,747.07	294,116.17	-55,454.17	123.24 %
ExpCategory: 53 - SUPPLIES							
500-000-5311-00	Supplies	9,000.00	9,000.00	79.96	12,528.58	-3,528.58	139.21 %
500-000-5316-00	Minor Tools & Equipment	20,000.00	20,000.00	777.30	3,415.75	16,584.25	17.08 %
500-000-5324-00	Chemicals	90,000.00	90,000.00	32,360.10	145,696.23	-55,696.23	161.88 %
500-000-5326-00	Uniforms	3,200.00	3,200.00	98.99	2,744.13	455.87	85.75 %
500-000-5354-00	Telecommunications	3,100.00	3,100.00	1,064.82	5,564.79	-2,464.79	179.51 %
500-000-5363-00	Fuel/Oil	14,100.00	14,100.00	2,453.72	11,486.45	2,613.55	81.46 %
500-000-5363-01	Auto Repair /Maintenance	12,000.00	12,000.00	0.00	1,381.25	10,618.75	11.51 %
500-000-5381-01	Miscellaneous	0.00	800.00	0.00	0.00	800.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		151,400.00	152,200.00	36,834.89	182,817.18	-30,617.18	120.12 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
ExpCategory: 54 - CONTRACTUAL SERVICES							
500-000-5411-00	Prof. Services - Legal	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
500-000-5411-10	Prof. Service-Comp Planning	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
500-000-5411-11	Prof. Services-Engineering	75,000.00	94,210.00	-67,180.05	55,324.95	38,885.05	58.73 %
500-000-5421-00	Ins Real & Personal Prop	23,262.00	23,262.00	0.00	24,101.82	-839.82	103.61 %
500-000-5421-01	General Liability	10,114.00	10,114.00	0.00	0.00	10,114.00	0.00 %
500-000-5421-04	Errors & Omissions	5,176.00	5,176.00	0.00	5,306.72	-130.72	102.53 %
500-000-5425-00	Merchant Service Fees	25,000.00	25,000.00	8,956.46	42,610.03	-17,610.03	170.44 %
500-000-5431-01	Electricity- Water Plant	192,000.00	192,000.00	23,970.77	259,959.73	-67,959.73	135.40 %
500-000-5431-02	Electricity- Lift Station	44,000.00	44,000.00	1,640.39	20,604.38	23,395.62	46.83 %
500-000-5431-03	Electricity - Sewer Plant	118,000.00	118,000.00	12,932.94	142,262.16	-24,262.16	120.56 %
500-000-5434-01	Telecom - Alarm Phones	9,000.00	9,000.00	1,088.32	6,971.31	2,028.69	77.46 %
500-000-5450-00	Sludge Hauling	101,000.00	101,000.00	21,667.41	193,847.58	-92,847.58	191.93 %
500-000-5463-01	Facilities Lease	172,140.00	172,140.00	14,345.00	172,140.00	0.00	100.00 %
500-000-5465-00	Water Pumpage Fees	3,024,302.00	3,024,302.00	429,377.50	3,102,982.70	-78,680.70	102.60 %
500-000-5466-00	Lab Testing	26,700.00	26,700.00	6,756.84	31,305.65	-4,605.65	117.25 %
500-000-5469-02	Facility Rental	26,880.00	26,880.00	0.00	0.00	26,880.00	0.00 %
500-000-5472-03	Contract Labor	50,000.00	50,000.00	13,443.95	38,640.67	11,359.33	77.28 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		3,957,574.00	3,976,784.00	466,999.53	4,096,057.70	-119,273.70	103.00 %
ExpCategory: 55 - OTHER CHARGES							
500-000-5510-01	Base - Contract W/S Operation	172,246.00	172,246.00	0.00	365,070.58	-192,824.58	211.95 %
500-000-5510-02	Admin Fees W/S Contract	350.00	350.00	16.91	500.80	-150.80	143.09 %
500-000-5510-04	Water System Maintenance	190,000.00	201,922.50	39,653.34	600,045.82	-398,123.32	297.17 %
500-000-5510-05	Lift Station Maintenance	25,000.00	25,000.00	22,090.35	116,645.26	-91,645.26	466.58 %
500-000-5510-06	Tapping Fees - W/S Contract	665,000.00	665,000.00	251,496.31	1,278,463.19	-613,463.19	192.25 %
500-000-5510-07	Sewer System Maintenance	40,000.00	40,000.00	39,935.26	189,005.49	-149,005.49	472.51 %
500-000-5511-00	WWTP Maintenance	60,000.00	60,000.00	7,105.10	44,729.88	15,270.12	74.55 %
500-000-5511-01	Builder Backcharges Repairs	0.00	0.00	0.00	3,610.12	-3,610.12	0.00 %
500-000-5512-00	Water Conservation Program	5,100.00	5,100.00	1,007.50	3,022.50	2,077.50	59.26 %
500-000-5515-02	Permits	26,750.00	26,750.00	0.00	30,218.09	-3,468.09	112.96 %
500-000-5528-00	Travel and Training	5,000.00	5,000.00	406.85	3,899.55	1,100.45	77.99 %
500-000-5560-07	Incode Software Maintenance	15,180.00	15,180.00	0.00	0.00	15,180.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		1,204,626.00	1,216,548.50	361,711.62	2,635,211.28	-1,418,662.78	216.61 %
ExpCategory: 56 - CAPITAL OUTLAY							
500-000-5600-02	Vehicle	112,000.00	112,000.00	0.00	82,631.00	29,369.00	73.78 %
500-000-5600-04	Building	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		162,000.00	162,000.00	0.00	82,631.00	79,369.00	51.01 %
Department: 000 - Non-Departmental Total:		5,714,262.00	5,746,194.50	900,293.11	7,290,833.33	-1,544,638.83	126.88 %
Department: 900 - Transfers							
ExpCategory: 59 - TRANSFERS							
500-900-5900-10	Xfer Out - Gen Fund 100	1,179,724.00	1,179,724.00	589,862.00	1,179,724.00	0.00	100.00 %
500-900-5900-30	Xfer Out - Fund 300	125,000.00	125,000.00	0.00	62,500.00	62,500.00	50.00 %
500-900-5900-51	Xfer Out - COF Capital Project Fund	300,000.00	300,000.00	0.00	150,000.00	150,000.00	50.00 %
ExpCategory: 59 - TRANSFERS Total:		1,604,724.00	1,604,724.00	589,862.00	1,392,224.00	212,500.00	86.76 %
Department: 900 - Transfers Total:		1,604,724.00	1,604,724.00	589,862.00	1,392,224.00	212,500.00	86.76 %
Expense Total:		7,318,986.00	7,350,918.50	1,490,155.11	8,683,057.33	-1,332,138.83	118.12 %
Fund: 500 - FULSHEAR UTILITY FUND Surplus (Deficit):		107,166.00	75,233.50	492,196.12	1,514,831.91	1,439,598.41	2,013.51 %
Fund: 551 - CCR Reserve							
Revenue							
Type: 46 - INTEREST REVENUE							
551-46000	Interest Revenue	20,000.00	20,000.00	115.51	10,145.80	-9,854.20	50.73 %
Type: 46 - INTEREST REVENUE Total:		20,000.00	20,000.00	115.51	10,145.80	-9,854.20	50.73 %
Revenue Total:		20,000.00	20,000.00	115.51	10,145.80	-9,854.20	50.73 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 000 - Non-Departmental							
ExpCategory: 56 - CAPITAL OUTLAY							
551-000-5650-00	Capital Outlay - Improvements	0.00	0.00	0.00	-5,928.00	5,928.00	0.00 %
551-000-5800-01	WWTP Rehab	50,000.00	24,237.75	0.00	0.00	24,237.75	0.00 %
551-000-5800-02	WWTP Mech. Sys Comp Upgrade -	0.00	300,000.00	0.00	44,330.00	255,670.00	14.78 %
551-000-5800-03	WW21E CCR WWTP Sludge Waste	150,000.00	150,000.00	0.00	6,736.03	143,263.97	4.49 %
551-000-5800-04	WW21F CCR WWTP Driveway Impr	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	ExpCategory: 56 - CAPITAL OUTLAY Total:	250,000.00	524,237.75	0.00	45,138.03	479,099.72	8.61 %
ExpCategory: 58 - Capital Projects - Streets & Wastewater							
551-000-5800-00	Water Plant 1 Sys Reh/Upgrades	0.00	400,000.00	2,677.68	55,125.00	344,875.00	13.78 %
551-000-5800-05	CCR WWTP Odor Control - WW21G	65,000.00	65,000.00	44,910.00	44,910.00	20,090.00	69.09 %
551-000-5800-06	W21A CCR Water AMI Improvemen	68,750.00	68,750.00	56,250.00	56,250.00	12,500.00	81.82 %
	ExpCategory: 58 - Capital Projects - Streets & Wastewater Total:	133,750.00	533,750.00	103,837.68	156,285.00	377,465.00	29.28 %
	Department: 000 - Non-Departmental Total:	383,750.00	1,057,987.75	103,837.68	201,423.03	856,564.72	19.04 %
	Expense Total:	383,750.00	1,057,987.75	103,837.68	201,423.03	856,564.72	19.04 %
	Fund: 551 - CCR Reserve Surplus (Deficit):	-363,750.00	-1,037,987.75	-103,722.17	-191,277.23	846,710.52	18.43 %
	Report Surplus (Deficit):	-2,233,670.00	-5,197,863.54	2,427,684.86	3,753,245.06	8,951,108.60	-72.21 %

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

AGENDA OF: 11/16/2021 **ITEMS:** VIII.H.

DATE SUBMITTED: 11/3/2021 **DEPARTMENT:** Finance

PREPARED BY: ERIN TUREAU **PRESENTER:** ERIN TUREAU
SUBJECT: CONSENT AND APPROVAL OF THE FY21 4TH QUARTER INVESTMENT REPORT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City's FY21 4th Quarter Investment Report is attached.

RECOMMENDATION

Staff recommends Council approve the FY21 4th Quarter Investment Report.

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

AGENDA OF: 11/16/2021

ITEMS: VIII.I.

**DATE
SUBMITTED:** 11/6/2021

DEPARTMENT: Public Works

PREPARED BY: Kayla Villagomez

PRESENTER: Sharon Valiante

SUBJECT: CONSENT AND APPROVAL OF STREET DEDICATION, UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR POLO RANCH, SECTION EIGHT FROM MUD 174

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The District, Fulshear MUD No. 174, is submitting for consideration a Street Acceptance and Utilities Conveyance/Security Agreement to serve/for Polo Ranch, Section 8.

The value of the infrastructure is as follows:

Paving – Total Costs:	\$554,994.50
Sanitary Sewer System– Total Costs:	\$213,871.47
Water System – Total Costs:	\$150,043.77
Drainage Facilities -	\$232,178.92

The City Engineer has reviewed the project for completion and compliance. The City Engineer has no objections to the acceptance and conveyance as presented. The infrastructure will have a two-year maintenance period upon acceptance by City Council.

RECOMMENDATION

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

1. Street Acceptance for Polo Ranch, Section Eight, and
2. Utility Conveyance and Security Agreement for Polo Ranch, Section Eight

ATTACHMENTS:

Description	Upload Date	Type
Utility Conveyance and Security Agreement	11/6/2021	Cover Memo
Street Acceptance	11/6/2021	Backup Material

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

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

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Polo Ranch, Section 8 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Gonzalez Construction Enterprise, Inc. ("Contractor"), dated May 27, 2021, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"). Some or all of the Facilities are located within or near the land shown on the plat for Polo Ranch, Section 8 that is recorded under Plat No. 20210130 in the Plat Records of Fort Bend County, Texas.

The District constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Agreement, as amended, by and between the City and the District (the "Utility Agreement"), dated January 21, 2016. Sections 2.09 and 2.10 of the Utility Agreement require that the System (as defined therein) be conveyed to the City for ownership, operation and maintenance, subject to a security interest retained by the District.

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

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

The District hereby reserves the full capacity of the Facilities.

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

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

By:  _____

Name: Angela Hitzman

Title: President, Board of Directors

Date: September 17, 2021

ATTEST:



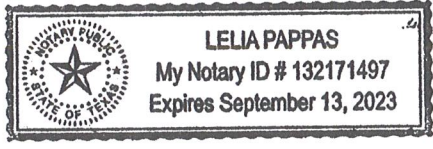
Vice President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 17th day of September, 2021, by Angela Hitzman as President and Vivian Pool, as Vice President of the Board of Directors of Fort Bend County Municipal Utility District No. 174, a political subdivision of the State of Texas, on behalf of said political subdivision.

Levia Pappas
Notary Public, State of Texas

(NOTARY SEAL)



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

CITY OF FULSHEAR, TEXAS

By: _____
Name: Aaron Groff
Title: Mayor
Date: _____

ATTEST:

Kim Kopecky

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

STREET ACCEPTANCE

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

WHEREAS, a plat for Polo Ranch Section 8 has been recorded under Plat No. 2021103817 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the “Streets”); and

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

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

CITY OF FULSHEAR TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by _____ as Mayor of the City of Fulshear, Texas, on behalf of
said City.

RETURNED AT COUNTER TO:



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

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

www.fulsheartexas.gov

Subdivision/Development Platting Application

Date: 10-11-21

Date Received by the City of Fulshear: 10-11-21

Subdivision: GATEWAY 359 Development: COMMERCIAL

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: ___ City ___ X ETJ (Extraterritorial Jurisdiction)

Legal Description: 10.43 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE SURVEY, A-14

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

Total Acreage: 10.43
Number of Streets: 0
Number of Lots: 0
Number and Types of Reserves: 3- COMMERCIAL
Total Acres in Reserve: 10.03

Owner: GATEWAY 359, LLC
Address: 15010 LAKEFAIR DR
City/State: RICHMOND, TX 77406
Telephone: 281-944-9660
Email Address:

Engineer/Planner: CIVIL-CON CONSULTANTS, LLC
Contact Person: JOEL VITELA
Telephone: 713-992-4148
Fax Number:
Email Address: JV@CIVILCONTX.COM

Table with 1 column: Platting Fees. Rows include Preliminary Plat, Final Plat, Replat, Amending or Minor Plat, Plat Vacation, 2nd Review of plats, TOTAL PLATTING FEE, and Park Fees.

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

Handwritten signature of Joel Vitela

SIGNATURE

JOEL VITELA

TYPED OR PRINTED NAME/TITLE

10-11-21

DATE

STATE OF TEXAS
COUNTY OF FORT BEND

WE, GATEWAY 359, LLC, A TEXAS LIMITED LIABILITY COMPANY, REPRESENTED HEREIN BY, BEAU EVANS, ITS MEMBER, AND PATRICIA HAMILTON, ITS MEMBER, OWNER (OR OWNERS) HERINAFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 10.43 ACRE TRACT DESCRIBED IN THE ABOVE FOREGOING PLAT OF GATEWAY 359, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND MYSELF (OR OURSELVES), MY (OR OUR) HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY.

WE, OUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENT OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLACE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICT THEREON, WHEREBY THE AERIAL EASEMENTS TOTAL TWENTY ONE FEET, SIX INCHES (21'0") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLACE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENTS TOTAL THIRTY FEET (30'0") IN WIDTH.

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

IN TESTIMONY WHEREOF, THE GATEWAY 359, LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BEAU EVANS, ITS MEMBER, THEREUNTO AUTHORIZED, ATTESTED BY ITS MEMBER, PATRICIA HAMILTON, THIS _____ DAY OF _____, 2021.

GATEWAY 359, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: BEAU EVANS MEMBER ATTEST: PATRICIA HAMILTON MEMBER

STATE OF TEXAS
COUNTY OF FORT BEND

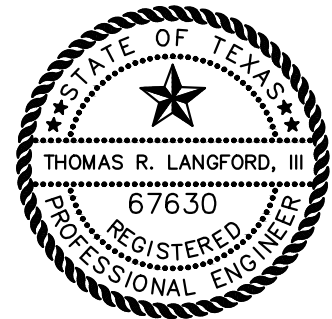
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS _____ DAY PERSONALLY APPEARED BEAU EVANS, MEMBER, AND PATRICIA HAMILTON, MEMBER OF GATEWAY 359, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, THOMAS R. LANGFORD, III, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY, TO THE BEST OF MY KNOWLEDGE.



THOMAS R. LANGFORD III, P.E.
REGISTERED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 67630

I, GRACE Y. CERVIN, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.



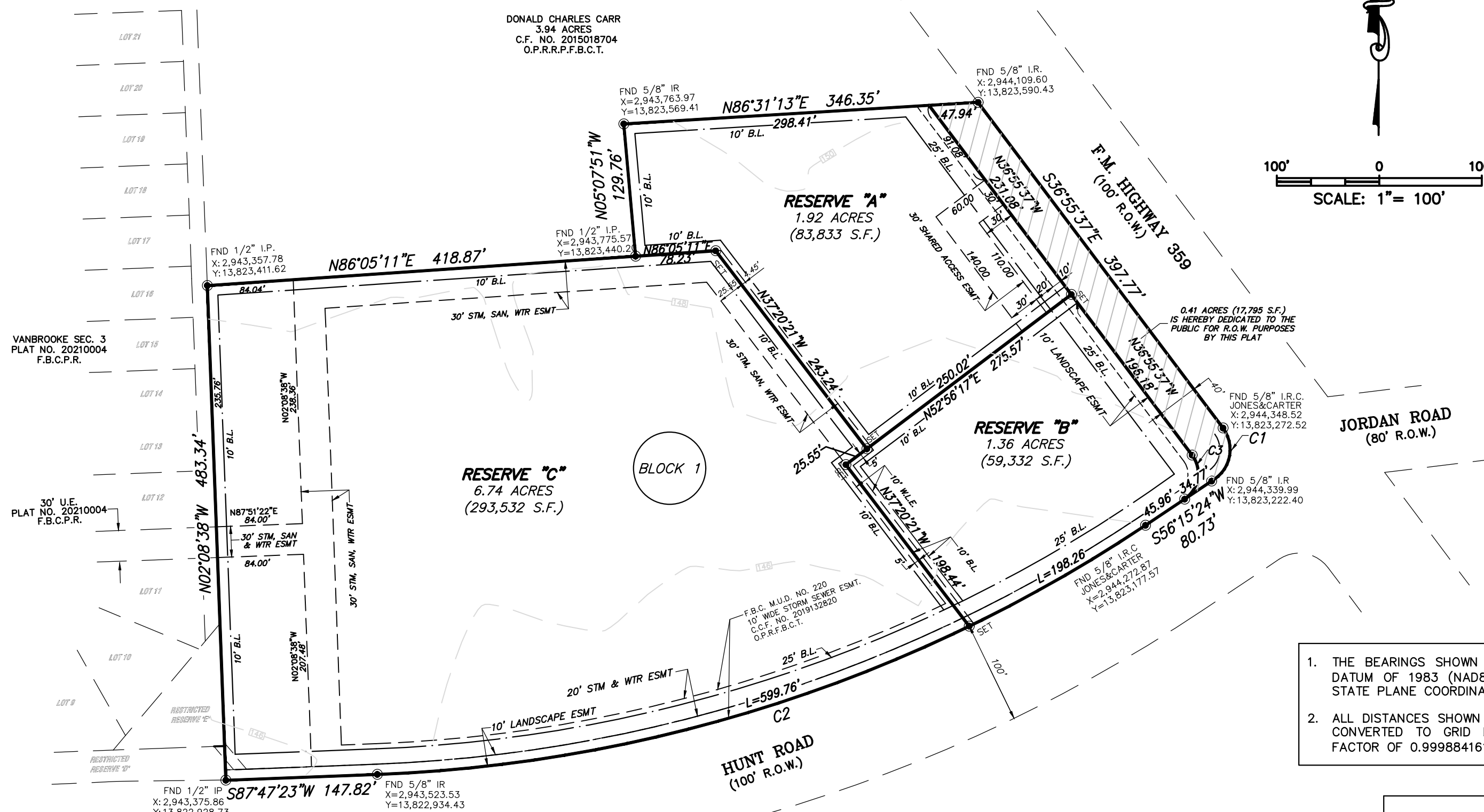
GRACE Y. CERVIN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5564
TBPELS FIRM NO. 10194392

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FULSHEAR, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF GATEWAY 359, THIS _____ DAY OF _____, 2021.

BY: AMY PEARCEL CHAIRMAN BY: DAR HAKIMZAKEH CO-CHAIRMAN

THIS PLAT OF GATEWAY 359 WAS APPROVED ON _____ BY THE CITY OF FULSHEAR CITY COUNCIL AND SIGNED ON THIS _____ DAY OF _____, 2021. PROVIDED HOWEVER, THIS APPROVAL SHALL BE INVALID AND NULL AND VOID UNLESS THE PLAT IS FILLED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS WITHIN SIX (6) MONTHS HEREAFTER.

AARON GROFF MAYOR KIMBERLY KOPECKY CITY SECRETARY



BENCHMARK:

NGS MONUMENT PID=AW0122, STATE/COUNTY=TX/WALLER, USGS QUAD=BROOKSHIRE DESCRIBED BY NATIONAL GEODETIC SURVEY 1973 ABOUT 1 MILE WEST ALONG THE MISSOURI-KANSAS-TEXAS RAILROAD FROM THE STATION OF BROOKSHIRE, ABOUT 3 POLES WEST OF MILE POST 104.7, 9.6' SOUTH OF THE SOUTH RAIL, 124 1/2' NORTH OF THE CENTERLINE OF U.S. HWY. 90, 222' WEST OF THE CENTER LINE OF A DIRT ROAD LEADING NORTHWEST OF A 5-FOOT BOX CONCRETE CULVERT UNDER THE TRACK, AND ABOUT 2' BELOW THE LEVEL OF THE TRACK. ELEVATION=161.01'

NGS MONUMENT PID=AW5483, STATE/COUNTY=TX/FORT BEND, USGS QUAD=FULSHEAR (2019) DESCRIBED BY NATIONAL GEODETIC SURVEY 1987 0.15 KM (0.1 MI) SOUTH ALONG FM ROAD 359 FROM THE POST OFFICE IN FULSHEAR, THENCE 2.15 KM (1.34 MI) WEST ALONG FM ROAD 1093, IN THE NORTHWEST CORNER OF THE T-JUNCTION OF A DIRT ROAD, 43.4 METERS (50.0') NORTH OF THE NORTH RAIL OF THE SOUTHERN PACIFIC COMPANY RAILROAD, 3.9 METERS (13.0') WEST OF THE CENTER OF THE DIRT ROAD, 0.9 METER (3.0') SOUTH OF THE WEST POST OF A GATE. ELEVATION=109.50'

TBM "A" = SET P.K. NAIL IN POWER POLE, APPROXIMATELY 104' WEST OF THE SOUTHWEST PROPERTY CORNER. ELEVATION=149.90'

FLOODPLAIN NOTE:

BASED ON THE FLOOD INSURANCE RATE MAP NO. 48157C0085M, MAP REVISED DATE OF JANUARY 29, 2021 INDICATES THAT TRACT LIES WITHIN AREA:

ZONE "X"-(UNSHADED) - AREAS OF MINIMAL FLOOD HAZARD.

IN ADDITION THIS MAP STATES "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. CERTAIN AREAS NOT IN "SPECIAL FLOOD HAZARD AREAS MAY BE PROTECTED BY FLOOD CONTROL STRUCTURES". THE APPROXIMATE LIMITS OF SAID ZONES AS DETERMINED HEREON ARE SCALED FROM SAID MAP. THIS INFORMATION IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD CONDITIONS.

- 1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT OR NAD83 (2011 ADJ). TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204.
- 2. ALL DISTANCES SHOWN ON THIS MAP ARE SURFACE DISTANCES AND MAY BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998841611 (GRID=SURFACE X C.S.F.)

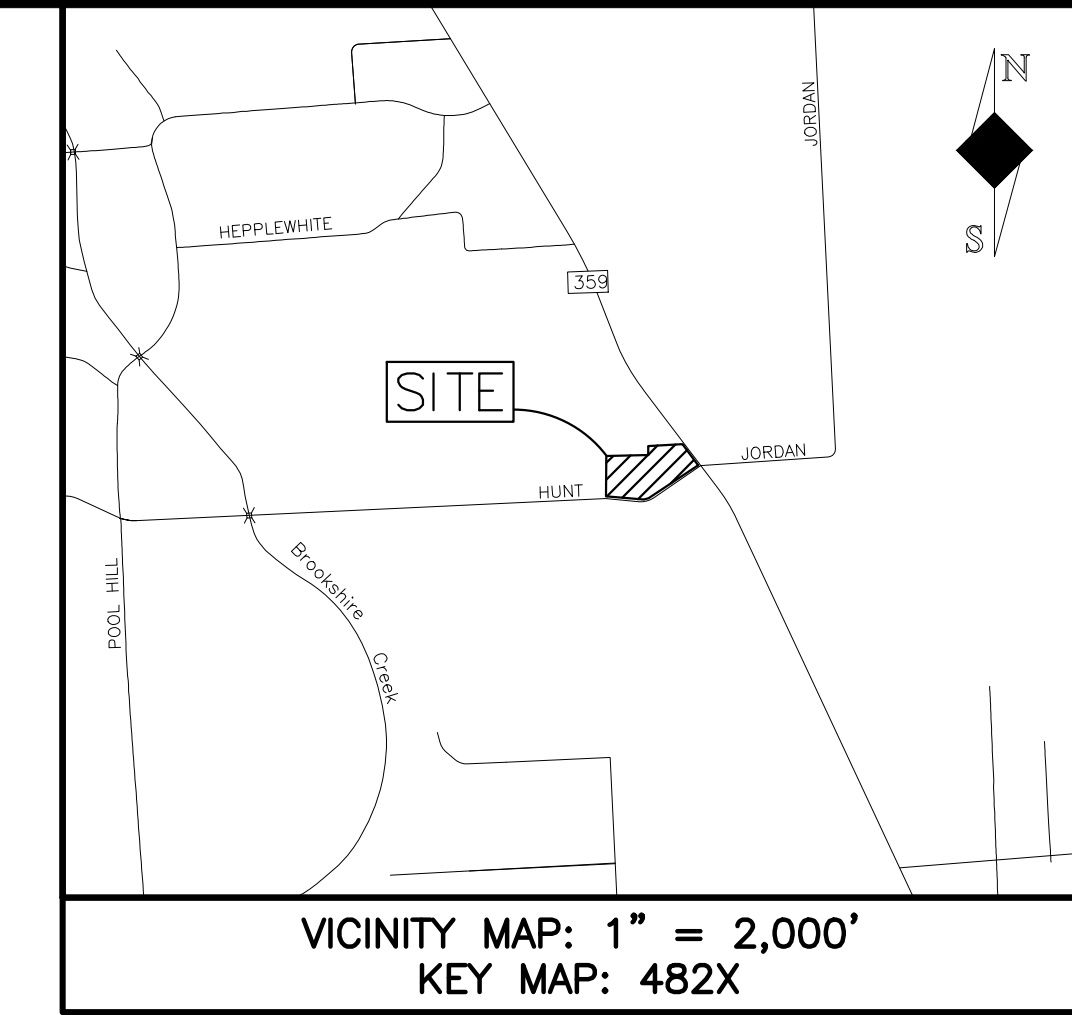
CURVE TABLE with columns: NO., LENGTH, RADIUS, DELTA, CHORD, CHORD LENGTH. Rows C1, C2, C3.

RESERVE TABLE with columns: Reserve, Acreage, Sq. Ft., Type. Rows A, B, C.

APPLICABLE JURISDICTIONS TABLE with rows 1-6 listing various jurisdictions like Fort Bend County, City of Fulshear, etc.

PLAT NOTES:

- 1. ANY DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDING, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF DRAINAGE FACILITY, AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
- 2. THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND COUNTY, CITY OF FULSHEAR ETJ, ESD NO. 4, CAD7, & FBC MUD 220.
- 3. IN ACCORDANCE WITH CENTERPOINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
- 4. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
- 5. THERE ARE NO EXISTING AND PROPOSED PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
- 6. FORT BEND COUNTY FLOODPLAIN REGULATIONS, ARTICLE 5, SEC. B REQUIRES ALL STRUCTURES TO BE ELEVATED A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE IMPACTING 100-YEAR WATER SURFACE ELEVATION.
- 7. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 149.03 FEET ABOVE MEAN SEA LEVEL (NAVD 88 DATUM), IN ADDITION, NO TOP OF SLAB ELEVATION SHALL BE LESS THAN 24 INCHES ABOVE THE LOWEST TOP OF CURB ADJACENT TO THE LOT IN WHICH IT LIES. IN THE ABSENCE OF A CURB, THE TOP OF SLAB ELEVATION SHALL BE NO LESS THAN 24 INCHES ABOVE THE HIGHEST NATURAL GROUND ALONG THE PERIMETER OF THE BUILDING FOUNDATION AND 12 INCHES ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT, WHICHEVER IS HIGHER.
- 8. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
- 9. THE CONTOURS SHOWN HEREON WERE CREATED USING SPOT ELEVATIONS PROVIDED BY SURVEYOR.
- 10. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
- 11. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH A.D.A.
- 12. THIS PLAT LIES WITHIN LIGHTING ZONE 3.
- 13. CROSS ACCESS WILL BE REQUIRED BETWEEN THE PLATTED RESERVES.



VICINITY MAP: 1" = 2,000'
KEY MAP: 482X

I, J. STACY SLAWINSKI, FORT BEND COUNTY ENGINEER, HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF THE DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

J. STACY SLAWINSKI, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS THIS _____ DAY OF _____, 2021.

VINCENT M. MORALES, JR., COMMISSIONER, PRECINCT 1 GRADY PRESTAGE, COMMISSIONER, PRECINCT 2

KP GEORGE, COUNTY JUDGE

W.A. "ANDY" MEYERS, COMMISSIONER, PRECINCT 3 KEN R. DEMERCHANT, COMMISSIONER, PRECINCT 4

I, LAURA RICHARD, CLERK OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2021, AT _____ O'CLOCK _____, AND DULY RECORDED ON _____, 2021, AT _____ O'CLOCK _____, IN PLAT NUMBER _____ OF THE PLAT RECORDS OF SAID COUNTY.

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

LAURA RICHARD COUNTY CLERK OF FORT BEND COUNTY, TEXAS BY: _____ DEPUTY

GATEWAY 359

A SUBDIVISION OF 10.43 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NO. 14 FORT BEND COUNTY, TEXAS

3 RESERVES 1 BLOCK

DATE: NOVEMBER, 2021

OWNER: GATEWAY 359, LLC AT: BEAU EVANS, PATRICIA HAMILTON A TEXAS LIMITED LIABILITY COMPANY 6510 S. FM 359, FULSHEAR, TX 77471 (281) 944-9660

ENGINEER: CIVIL-CON CONSULTANTS, LLC TBPCE FIRM REGISTRATION #22251 THOMAS R. LANGFORD, P.E. 448 W. 19TH STREET #817 HOUSTON, TEXAS 77008 (713) 992-4148

SURVEYOR: AGS ENGINEERING & CONSTRUCTION TBPELS FIRM NO. 10194392 GRACE CERVIN, R.P.L.S. 7070 W. 43RD STREET, SUITE 203 HOUSTON, TEXAS 77092 (281) 888-7682

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

AGENDA OF: 11/16/2021 **ITEMS:** VIII.K.

DATE SUBMITTED: 11/10/2021 **DEPARTMENT:** Finance

PREPARED BY: ERIN TUREAU **PRESENTER:** ERIN TUREAU

SUBJECT: CONSENT AND APPROVAL OF THE INTERLOCAL AGREEMENT FOR THE COLLECTION OF TAXES

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Requesting approval of the renewal of the annual interlocal agreement between the City and the Fort Bend County Tax Assessor/Collector to designate and allow the Fort Bend County Tax Assessor/Collector to serve as the collector of ad valorem taxes, including penalties, interest, and attorney's fees for the collection of taxes owed the City of Fulshear in Fort Bend County in accordance with Chapter 26 of the Texas Property Tax Code.

Additionally, the County Tax Assessor/Collector is requesting a \$0.05 cent increase from \$0.35 to \$0.40 per parcel per year for FY2022.

RECOMMENDATION

Staff recommends the approval of the Interlocal Agreement between the City and the Fort Bend County Tax Assessor/Collector including the increase from \$0.35 to \$0.40 per parcel per year for FY2022

ATTACHMENTS:

Description	Upload Date	Type
FY2022 Interlocal Agreement Between the City and Ft. Bend County Tax Assessor/Collector	11/10/2021	Backup Material

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
THE COLLECTION OF TAXES**

This Agreement (“Agreement”) is made and entered into by and between the County of Fort Bend, Texas, with the agreement, consent, and participation of the Fort Bend County Tax Assessor/Collector (singularly or collectively referred to as "County" or “County Tax Assessor/Collector”),, and City of Fulshear, a taxing entity in the State of Texas.

RECITALS

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, Fort Bend County acting by and through its Commissioner's Court with the approval of the County Tax Assessor-Collector, hereinafter referred to as the "County," has agreed to provide tax assessing and collecting services for City of Fulshear; and

WHEREAS, City of Fulshear acting by and through its governing body, having authorized their presiding officer to execute this Agreement has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, City of Fulshear has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual condition set out herein, it is agreed by and between the County and City of Fulshear as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the Tax Assessor/Collector for City of Fulshear for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed City of Fulshear in Fort Bend County.

ARTICLE II
TERM

- 2.01 This Agreement shall be effective as of date executed by both Parties and shall terminate on September 30, 2022.
- 2.02 This Agreement shall automatically renew each October 1 for a one (1) year term thereafter and through September 30, 2026, unless sooner terminated as provided herein.
- 2.03 City of Fulshear may terminate this agreement at any time, without cause, by providing ninety (90) days advanced written notice to County.
- 2.04 County may terminate this agreement at any time, without cause, by providing written notice to City of Fulshear no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by City of Fulshear, City of Fulshear shall assume all contractual obligations entered into with County for services rendered to City of Fulshear under this agreement for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 As soon as practicable after the date of termination or the expiration of this Agreement, the County shall submit a final report containing the information set forth in Article III. At that time, distribution of the amount due to City of Fulshear shall be made or City of Fulshear shall be invoiced for any amounts due from City of Fulshear pursuant to the terms of this Agreement. Payment by City of Fulshear shall be due and payable, no later than thirty (30) days after receipt of an invoice. Copies of all reports and all records of City of Fulshear shall be delivered as soon as practicable to City of Fulshear when and if this Agreement is terminated or upon its expiration if not sooner terminated.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services by and through the Tax Assessor for City of Fulshear for tax accounts within the jurisdiction of City of Fulshear, limited to Fort Bend County accounts.
- 3.02 City of Fulshear hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax Code, as amended, for Fort Bend County accounts.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of City of Fulshear with regard to assessing and collection of ad valorem taxes.
- 3.04 City of Fulshear shall adopt a tax rate in accordance with Tax Code 26.05 (a).
- 3.05 City of Fulshear hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for City of Fulshear, including but not limited to:
 - A. Calculation of taxes, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds.

- B. County shall assess and collect the ad valorem property taxes owing to the City of Fulshear. The term “assess” does not include those functions defined as “appraisal” by the Property Tax Code.
 - C. The county shall produce a consolidated tax statement for both County and City of Fulshear taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of City of Fulshear.
 - E. County shall mail statements.
 - F. County shall mail notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code.
 - G. County shall perform for City of Fulshear all duties provided by law of the State of Texas for the collection of taxes.
 - H. County shall perform any additional, reasonable services, which may be requested by City of Fulshear. County shall bill all additional services to City of Fulshear at actual costs.
- 3.06 County shall provide the following reports, upon request, by City of Fulshear:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
 - B. Remittance report with each remittance to City of Fulshear showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
 - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
 - D. Any additional reports, which may be requested by the City of Fulshear.
- 3.07 The taxes collected by County for City of Fulshear shall be remitted as follows:
- A. a credit/debit memo within same depository bank: or
 - B. by ACH; or
 - C. by wire to City of Fulshear’s designated depository or agent; or
 - D. By check mailed to City of Fulshear.
- 3.08 City of Fulshear shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to City of Fulshear on a daily basis for the period beginning December 15th and ending February 15th of each year. Remittance at other times during the year shall be made at least once per week.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County’s remittance to City of Fulshear.

ARTICLE IV
OBLIGATIONS OF TAXING ENTITY

- 4.01 City of Fulshear agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.

- 4.02 For services rendered pursuant to this Agreement, City of Fulshear agrees to pay County for the actual costs incurred, for assessing or collecting taxes for City of Fulshear in accordance with Tax Code Section 6.27 (the "Collection Fee"). The Parties acknowledge and agree that these amounts as of the date of this Execution are as follows:
- A. **Forty cents (\$0.40) per parcel per year;**
 - B. **One dollar (\$1.00) per account to add delinquent accounts to County's records; and**
 - C. **Other costs for which City of Fulshear will reimburse the County for actual costs incurred for any additional services requested by City of Fulshear or mandated by state statute.**
- 4.03 County will review actual costs annually and advise City of Fulshear of any cost change in advance of the auto renewal. The Agreement will then renew at those rates without need to amend this document unless otherwise terminated by the Parties.
- 4.04 City of Fulshear shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of City of Fulshear, including City of Fulshear's auditors, is authorized to examine the records maintained by County at such reasonable time and interval as City of Fulshear deems necessary. Such books and records will be kept in the offices of County.
- 5.02 City of Fulshear shall maintain a Public Fidelity Bond covering all offices, officials and employees for one hundred thousand dollars (\$100,000.00).
- 5.03 City of Fulshear shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to City of Fulshear for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible, unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 City of Fulshear reserves the right to institute such suits for the collection of delinquent taxes, as City of Fulshear deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06 County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which City of Fulshear may adopt.
- 5.07 In the event County waives any penalty, interest, or both, on any parcel, pursuant to Section 33.011 of the Property Tax Code, City of Fulshear consents to the waiver of the penalty, interest, or both, on the same parcel(s), and hereby authorizes County to waive such penalty, interest, or both on behalf of City of Fulshear.

- 5.08 City of Fulshear's performance under this Agreement is conditioned on the appropriation of funds by City of Fulshear on a yearly basis for payment of the Collection Fee, and shall constitute a commitment of current revenues only. The failure by City of Fulshear's governing body to appropriate funds sufficient for payment of such Collection Fee shall be grounds for termination of this Agreement.
- 5.09 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

ARTICLE VI LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and omissions of its employees and officers.

ARTICLE VII MISCELLANEOUS

- 7.01 This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- 7.02 No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- 7.03 The undersigned officer and agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- 7.04 The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- 7.05 In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.
- 7.06 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

ARTICLE VIII NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper

postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To County: The Honorable Carmen Turner
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469-3623

To City of Fulshear:
Attn: City of Fulshear
Finance Director
29255 FM 1093 Suite 12B
Fulshear, TX 77441

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto, except as provided in Section 4.03 of this Agreement.

FORT BEND COUNTY:

Attest:

KP George
County Judge

Laura Richard, County Clerk

Date: _____

CITY OF FULSHEAR:

Attest:

Date: _____

Reviewed:

Carmen P. Turner, MPA
Tax Assessor-Collector

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

AGENDA OF: 11/16/2021

ITEMS: IX.A.

**DATE
SUBMITTED:** 10/22/2021

DEPARTMENT: Building Services

PREPARED BY: Jess Washburn

PRESENTER: Jess Washburn

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE FULSHEAR KATY AREA CHAMBER OF COMMERCE

Expenditure Required:

Amount Budgeted: \$75,000

Funding Account: 100-440-5414-02

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In June 2017, the City of Fulshear and the Fulshear Katy Chamber of Commerce entered a Memorandum of Understanding related to the funding and logistics related to the operation of Community Events. The Memorandum of Understanding on the agenda is a renewal of the agreement.

The City agrees to fund up to seventy-five thousand dollars (\$75,000.00), per year, throughout the Term of this Agreement for the provision of amusements, performance art, facilities, insurance, and other associated costs for approved community events. Additionally, the City shall provide staffing, facilities, and equipment.

In coordination with the City, the Fulshear Katy Chamber of Commerce will host at least three community events and one parade per year including the Freedom Fest and Christmas Tree Lighting.

RECOMMENDATION

Approval of the Memorandum of Understanding and authorize the Mayor to execute.

ATTACHMENTS:

Description	Upload Date	Type
MOU Between City of Katy and the Fulshear Katy Area Chamber of Commerce	11/7/2021	Exhibit

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FULSHEAR, TEXAS, AND THE FULSHEAR KATY AREA
CHAMBER OF COMMERCE

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”), made and entered into on the _____ day of _____, 2021, by and between the City of Fulshear, Texas (the “City”), and the Fulshear Katy Area Chamber of Commerce (the “FKACC”), which may hereinafter collectively be referred to as the “Parties,” provides for the roles and responsibilities of the Parties as those responsibilities relate to the operation of certain Special Community Events for the current and future years. This Agreement shall serve as a foundational element in a broader strategy to make such events self-sustaining and that nothing contained herein shall bind any future City Council nor any future FKACC Board of Directors to the terms of this Agreement.

The “Term” of this Agreement shall be for one three-year period beginning on the Effective Date and ending on the day before the three-year anniversary of the Effective Date.

I. Roles and Responsibilities of the City

To meet its obligations under this Agreement, the City shall provide the following:

- a. *Funding.* The City agrees to fund up to seventy-five thousand dollars (\$75,000.00), per year, throughout the Term of this Agreement for the provision of amusements, performance art, facilities, insurance, and other associated costs for approved community events. These funds shall be paid directly to the vendors, performers, amusement owners, and other parties, per the terms of the individual agreements reached with such parties, as those agreements relate to this Agreement, pursuant to the requirements Chapter 252 of the Local Government Code and all other applicable local, state, and Federal law, rules, and regulations.

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 FKACC. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the FKACC’s sole and exclusive remedy shall be to terminate this Agreement.

- b. *Approved Community Events.* A good faith effort shall be made to host at least three (3) community events and one (1) parade, per year, under each full calendar year of the Term of this Agreement.

- c. *Staff.* The City shall provide staffing for various approved community events under the direction of the City Manager to coordinate such approved community events with FKACC staff. Among those so directed, the City Manager shall designate an “Event Coordinator.” The Event Coordinator shall ensure that all funds appropriated and spent under this Agreement and that all aspects of the so designated approved community event are managed in accordance with City policies and procedures. The Event Coordinator shall also assist with the creation and design of marketing materials for the so designated approved community event.

The Event Coordinator shall serve as the primary point of contact for the FKACC regarding the event and shall approve/disapprove of all functional elements associated with the project in concert with the FKACC staff. This includes, but is not limited to, the procurement of goods, services, permits, and other instruments required for the safe and efficient execution of the event. Furthermore, the Event Coordinator shall ensure that all supplies, funds, and documents necessary for the so designated approved community event are distributed per the plans for such approved community event, as agreed to by the Parties.

- d. *Facilities and Equipment.* The City shall provide the requisite access to public rights-of-way for any approved community event to occur. Furthermore, the City shall provide any equipment or other facilities, within the funding limits contained in this Agreement, necessary for the safe and efficient execution of any approved community event.

II. Roles and Responsibilities of FKACC

To meet its obligations under this Agreement, FKACC shall provide the following:

- a. *Approved Community Events.* FKACC shall make a good faith effort to host approved community events in the area known as the Downtown District of Fulshear, Texas.
- b. *Staff.* FKACC shall provide the services of both employees and volunteer staff (“FKACC Staff”) to ensure the safe and efficient execution of the approved community events. This shall include, but not be limited to, the following:
 - i. FKACC Staff shall serve as the primary points of contact for all vendors, amusement providers, entertainers, and other contractors related to the approved community events;
 - ii. In coordination with the City, FKACC shall provide direction to volunteers, vendors, amusement providers, entertainers, and other contractors on the respective days of the approved community events;
 - iii. The FKACC President, or some such designee, shall serve as the Master of Ceremonies during the execution of any approved community event;

- iv. In coordination with the City, FKACC shall direct the placement, staging, and execution of the various vendors, amusement providers, entertainers, and other contractors on the respective days of the approved community events;
 - v. FKACC shall secure the approval of the City's Event Coordinator prior to the encumbrance of any funds for which the City might be asked to make appropriation of;
 - vi. FKACC shall timely provide the City with copies of all invoices, bills for goods or services, and other procurement documents for which the City is making an appropriation of funds; and
 - vii. FKACC shall also secure all preferred or desired sponsorships for the event and inure any revenue associated therefrom.
- c. *Internal and External Marketing Services.* FKACC shall provide marketing materials for approved community events to both its constituent members and the public at large through a variety of media, including flyers, banners, social media, print media, and other means. All marketing materials must be approved by the City's Event Coordinator prior to release or dissemination.
 - d. *Vendor Coordination.* FKACC shall serve as the sole registrar and coordinator for all vendors, including food and beverage vendors, participating in the event. FKACC shall inure all revenue derived from approved community events vendors.

III. Miscellaneous Other Provisions

The Parties agree that the following provisions shall apply to current and future events:

- a. The Parties shall share equal billing as it relates to marketing and press coverage, as these events are a collaborative and cooperative undertaking meant to market the community to its residents and visitors.
- b. All vendors shall be encouraged, but not required, to provide family-friendly activities, handouts, prizes, or the like at their booths.
- c. The Parties will work in good faith to ensure the inclusive nature of these events and will not discriminate against any participant on the basis of race, creed, color, religion, political affiliation, or any other status protected by local, state, or Federal law.
- d. The Parties will also work in good faith to develop a strategy for the sustainability of these events in the absence of potential funding by the City.

IV. Modification, Amendment, or Termination

This Agreement may be modified or amendment only in writing, with a minimum of thirty (30) days' notice, and only after consideration and approval of both the City Council of the City of Fulshear, Texas, and the Board of Directors of the Fulshear Katy Area Chamber of Commerce. This Agreement can be terminated by either party, with or without cause, on thirty (30) days' written notice.

V. Notices

Notices of proposed modifications, amendments, or terminations shall be provided, in writing, to the Mayor, City Manager, and Event Coordinator of the City and the Chairperson and President of the FKACC.

Duly passed, approved, and adopted by the City Council of the City of Fulshear, Texas, this _____ day of _____, 2021.

CITY OF FULSHEAR, TEXAS

**By: _____
Aaron Groff, Mayor**

**By: _____
Jack Harper, City Manager**

ATTEST:

Kim Kopecky, City Secretary

Duly passed, approved, and adopted by the Board of Directors of the Fulshear Katy Area Chamber of Commerce this _____ day of _____, 2021.

**FULSHEAR KATY AREA CHAMBER OF
COMMERCE**

**By: _____
Dennis Silva, Chairman**

ATTEST:

_____, *Secretary*

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

AGENDA OF: 11/16/2021 **ITEMS:** IX.B.
DATE SUBMITTED: 10/28/2021 **DEPARTMENT:** Public Works
PREPARED BY: Sharon Valiante, Director of Public Works **PRESENTER:** Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REGIONAL PARK AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The Development Agreement between D.R. Horton (“Horton”) et al. and the City of Fulshear (the “City”) dated December 18, 2020 (the “Development Agreement”) provides for Fort Bend County Municipal Utility District No. 222 (the “District”), DR Horton - Texas, LTD, and the City to enter into an agreement providing for the planning, design, construction, financing, and maintenance of a regional City park to be located on an approximately 26 acre tract (the “Tract”) located within the District. Below is an outline of the principal terms of the regional park agreement (the “Agreement”):

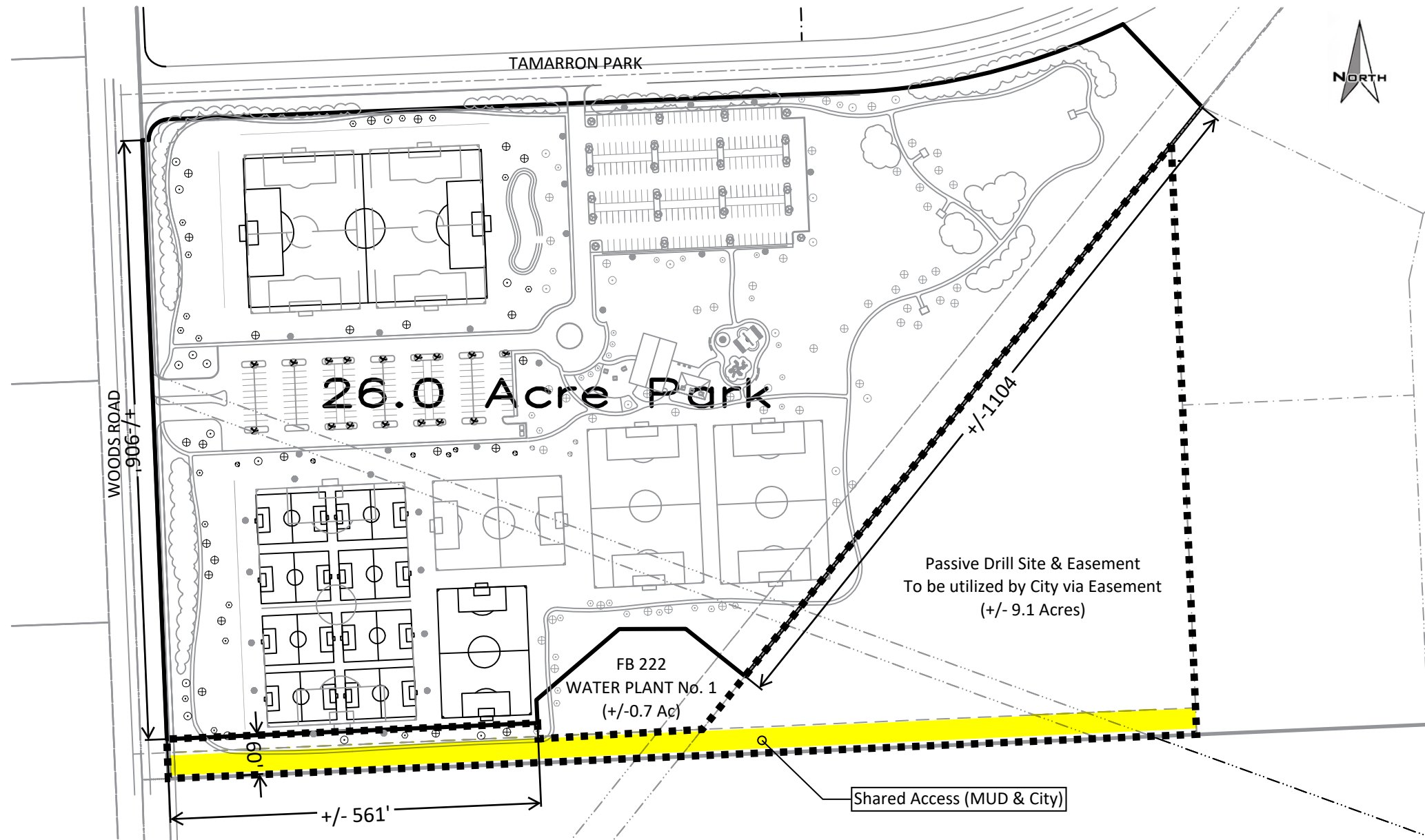
1. Within 45 days of the agreement, District will convey, fee simple, title to the 26-acre park to the City
2. The project will be developed by the District as a Regional Park, focus specifically on sports/soccer fields for play
3. The project shall be designed, bid and constructed by the District
4. The project Architect will be KGA DeForest Design
5. Plans & specifications reviewed and approved by the City
6. All change orders/changes to the project will be reviewed and approved by the City
7. Conveyance of phases of the project as completed will be conveyed to the City after final inspection and acceptance by the City
8. Project budget established at \$2,500,000
9. Reimbursement to the District by the City
 - a. direct annual installments = Builder and Utility Inspection Fees for that year, or
 - b. by credits to Developer = Builder and Utility Inspection Fees for that year
10. Project costs exceeding \$2,500,000, and approved by the City shall be paid to the District within 45 days of the request.
11. The park will be annexed into the City limits
12. City shall have right of access to adjacent drill site.

RECOMMENDATION

City Council approve the Regional Park Agreement and authorize the Mayor to execute.

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------



PARK LAND EXHIBIT
 NTS

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

AGENDA OF: 11/16/2021

ITEMS: IX.C.

**DATE
SUBMITTED:** 11/1/2021

DEPARTMENT: Human Resources

PREPARED BY: Kristi Brashear

PRESENTER: Kristi Brashear

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2022 EMPLOYEE HEALTHCARE BENEFITS PROGRAM

Expenditure Required: 736000

Amount Budgeted: 736000

Funding Account: VARIES

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In accordance with the City of Fulshear's Purchasing Policy and state law governing purchases, city council consideration is required for the procurement of an employee healthcare benefits program. Proposals and plan documents have been provided to support the recommended benefits plan for 2022.

Insurers of Texas reached out to several carriers and received quotes from United HealthCare, and Blue Cross Blue Shield, for major medical as well as quotes from Guardian, Metlife, & Blue Cross for ancillary benefits.

Metlife is the incumbent provider of ancillary benefits for the City and has quoted benefits for calendar year 2022 at the same rate as 2021. Quotes varied with major medical and analysis was conducted in coordination with the Finance Department to determine best cost benefit for the City and employees.

RECOMMENDATION

Staff recommends approval of the City Manager to execute a contract with Metlife for ancillary benefits at no premium increase. Staff also recommends approval of the City Manager to execute a contract with United Healthcare offering three (3) plan options to the employee as follows:

Option 1: EPO \$1,000 Deductible

Option 2: HSA \$3,000 Deductible

Option 3: PPO Buy Up \$500 Deductible

The City will continue to pay 100% of the employee only premiums for the EPO and HSA options. The employee will be responsible for the employee premium delta between the PPO and EPO, if the employee chooses the Buy Up Plan. These plans represent a 12% increase in costs which were approved in the FY22 budget.

ATTACHMENTS:

Description	Upload Date	Type
Major Medical Quotes	11/12/2021	Exhibit
Recommended Benefit Package Detail	11/12/2021	Exhibit



**CITY OF FULSHEAR
BENEFIT PROPOSAL
January 1, 2022**

	Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8	
	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	BCBS (A+)	BCBS (A+)	BCBS (A+)	
	BCYC/RX IU Choice Plus PPO	BCYC/RX IU Choice Plus PPO	BCZV/RX IU Choice EPO	BC1D/RX IU Choice EPO	BCZW/RX IU Choice EPO	BC1E/RX IU Choice EPO	BC1F/RX IU Choice EPO	MTBCP006 Blue Choice PPO	MTBCP011 Blue Choice PPO	MTBCP014 Blue Choice PPO	
Deductible			No Out of Network Benefits	No Out of Network Benefits	No Out of Network Benefits	No Out of Network Benefits	No Out of Network Benefits				
Individual	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,500	\$500	\$1,000	\$1,500	
Family	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$3,000	\$1,500	\$3,000	\$4,500	
Coinsurance	80%	80%	80%	70%	80%	70%	70%	80%	80%	80%	
Out of Pocket Maximum	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	
Individual	\$3,500	\$3,500	\$3,500	\$3,500	\$4,000	\$4,000	\$5,000	\$3,000	\$4,000	\$4,500	
Family	\$7,000	\$7,000	\$7,000	\$7,000	\$8,000	\$8,000	\$10,000	\$9,000	\$12,000	\$13,500	
Office Visit (PCP) / Specialist	Up to Age 19: \$0/\$50; All Others \$25/\$50	Up to Age 19: \$0/\$50; All Others \$25/\$50	Up to Age 19: \$0/\$50; All Others: \$25/\$50	Up to Age 19: \$0/\$50; All Others: \$25/\$50	Up to Age 19: \$0/\$50; All Others: \$25/\$50	Up to Age 19: \$0/\$50; All Others: \$25/\$50	Up to Age 19: \$0/\$50; All Others: \$25/\$50	\$30/\$60	\$30/\$60	\$35/\$70	
Preventive Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Lab & X-Ray	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Urgent Care Services	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay	
Emergency Room	20% coins after \$250 Copay per visit; Deductible Doesn't Apply	20% coins after \$250 Copay per visit; Deductible Doesn't Apply	20% coins after \$250 Copay per visit; Deductible Doesn't Apply	30% coins after \$250 Copay per visit; Deductible Doesn't Apply	20% coins after \$250 Copay per visit; Deductible Doesn't Apply	30% coins after \$250 Copay per visit; Deductible Doesn't Apply	30% coins after \$250 Copay per visit; Deductible Doesn't Apply	\$500 Copay per visit plus 20% coins after Deductible	\$500 Copay per visit plus 20% coins after Deductible	\$500 Copay per visit plus 20% coins after Deductible	
Prescription Drugs											
Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Annual Deductible	None	None	None	None	None	None	None	None	None	None	
Tier 1/ Tier 2/ Tier 3	\$15/\$40/\$75	\$15/\$40/\$75	\$15/\$40/\$75	\$15/\$40/\$75	\$15/\$40/\$75	\$15/\$40/\$75	\$15/\$40/\$75	\$10/\$20/\$70/\$120/\$150/ \$250	\$10/\$20/\$70/\$120/\$150/ \$250	\$10/\$20/\$70/\$120/\$150/ \$250	
Premium	Counts	FINAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	
Employee Only	41	\$748.66	\$905.88	\$860.26	\$845.46	\$838.78	\$825.14	\$796.69	\$806.23	\$756.35	\$728.05
Employee + Spouse	2	\$1,430.03	\$1,730.34	\$1,643.20	\$1,614.93	\$1,602.17	\$1,576.12	\$1,521.77	\$1,897.39	\$1,780.01	\$1,713.41
Employee + Child(ren)	5	\$1,272.75	\$1,540.03	\$1,462.47	\$1,437.31	\$1,425.96	\$1,402.77	\$1,354.40	\$1,372.24	\$1,287.35	\$1,239.18
Employee + Family	2	\$2,116.91	\$2,561.47	\$2,432.47	\$2,390.62	\$2,371.73	\$2,333.16	\$2,252.72	\$2,463.40	\$2,311.01	\$2,224.53
Total Count	50										
Estimated Monthly Premium		\$44,152.69	\$53,424.85	\$50,734.35	\$49,861.51	\$49,467.58	\$48,663.15	\$46,985.27	\$48,638.21	\$45,629.14	\$43,921.83
Estimated Annual Premium		\$529,832.28	\$641,098.20	\$608,812.20	\$598,338.12	\$593,610.96	\$583,957.80	\$563,823.24	\$583,658.52	\$547,549.68	\$527,061.96
Percentage Change		N/A	21.0%	14.9%	12.9%	12.0%	10.2%	6.4%	10.2%	3.3%	-0.5%
Dollar Change		N/A	\$111,265.92	\$78,979.92	\$68,505.84	\$63,778.68	\$54,125.52	\$33,990.96	\$53,826.24	\$17,717.40	(\$2,770.32)
Employer Cost = 100% of EO Rate x 50 Employees x 12 Months		\$449,196.00	\$543,528.00	\$516,156.00	\$507,276.00	\$503,268.00	\$495,084.00	\$478,014.00	\$483,738.00	\$453,810.00	\$436,830.00

This is only an outline. Please refer to the summary of benefits and proposals for specifics. Actual rates and contract provisions will be determined by specific carrier. Insurors of Texas will not be bound by any typographical errors or omissions contained herein.



CITY OF FULSHEAR
BENEFIT PROPOSAL
January 1, 2022

	Current	Renewal	Option 9	Option 10	Option 11	Option 12	
	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	United Healthcare (A-)	BCBS (A+)	BCBS (A+)	
	AE3N/RX 2V Choice Plus HSA	AE3N/RX 2V Choice Plus HSA	AGYB/RX 010Y Choice EPO HSA	BMCP/RX 010Y Choice EPO HSA	MTBCP004H Blue Choice PPO HSA	MTBCP006H Blue Choice PPO HSA	
Deductible			No Out of Network Benefits	No Out of Network Benefits			
Individual	\$3,000	\$3,000	\$3,000	\$3,000	\$3,500	\$4,000	
Family	\$6,000	\$6,000	\$6,000	\$6,000	\$7,000	\$8,000	
Coinsurance	80%	80%	80%	70%	100%	100%	
Out of Pocket Maximum	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	Ded Applies	
Individual	\$6,350	\$6,350	\$6,350	\$6,350	\$3,500	\$4,000	
Family	\$12,700	\$12,700	\$12,700	\$12,700	\$7,000	\$8,000	
Office Visit (PCP) / Specialist	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible	100% after Deductible	100% after Deductible	
Preventive Services	100%	100%	100%	100%	100%	100%	
Lab & X-Ray	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible	100% after Deductible	100% after Deductible	
Urgent Care Services	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible	100% after Deductible	100% after Deductible	
Emergency Room	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible	100% after Deductible	100% after Deductible	
Prescription Drugs							
Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Annual Deductible	Included in Medical	Included in Medical	Included in Medical	Included in Medical	Included in Medical	Included in Medical	
Tier 1/ Tier 2/ Tier 3	\$10/\$35/\$60 after Deductible	\$10/\$35/\$60 after Deductible	\$10/\$35/\$70 after Deductible Preferred Specialty - \$10/\$150/\$500 after Deductible	\$10/\$35/\$70 after Deductible Preferred Specialty - \$10/\$150/\$500 after Deductible	100% after Deductible	100% after Deductible	
Premium	Counts	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	CONDITIONAL RATES	
Employee Only	9	\$517.49	\$626.16	\$580.42	\$563.67	\$607.48	\$541.76
Employee + Spouse	0	\$988.46	\$1,196.03	\$1,108.66	\$1,076.67	\$1,429.67	\$1,274.98
Employee + Child(ren)	1	\$879.75	\$1,064.49	\$986.73	\$958.26	\$1,033.97	\$922.10
Employee + Family	1	\$1,463.26	\$1,770.54	\$1,641.20	\$1,593.84	\$1,856.15	\$1,655.32
Total Count	11						
Estimated Monthly Premium		\$7,000.42	\$8,470.47	\$7,851.71	\$7,625.13	\$8,357.44	\$7,453.26
Estimated Annual Premium		\$84,005.04	\$101,645.64	\$94,220.52	\$91,501.56	\$100,289.28	\$89,439.12
Percentage Change		N/A	21.0%	12.2%	8.9%	19.4%	6.5%
Dollar Change		N/A	\$17,640.60	\$10,215.48	\$7,496.52	\$16,284.24	\$5,434.08
Employer Cost = 100% of EO Rate x 11 Employees x 12 Months		\$68,308.68	\$82,653.12	\$76,615.44	\$74,404.44	\$80,187.36	\$71,512.32

This is only an outline. Please refer to the summary of benefits and proposals for specifics. Actual rates and contract provisions will be determined by specific carrier. Insurors of Texas will not be bound by any typographical errors or omissions contained herein.

City of Fulshear

24 Pay Periods

Effective: 1/01/2022

UHC Option 1 BCZW EPO \$1,000				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$838.78	\$838.78	\$0.00	\$0.00
Employee + Spouse	\$1,602.17	\$838.78	\$763.39	\$381.70
Employee + Child(ren)	\$1,425.96	\$838.78	\$587.18	\$293.59
Employee + Family	\$2,371.73	\$838.78	\$1,532.95	\$766.48

UHC Option 2 AGYB HSA EPO \$3,000				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$580.42	\$580.42	\$0.00	\$0.00
Employee + Spouse	\$1,108.66	\$580.42	\$528.24	\$264.12
Employee + Child(ren)	\$986.73	\$580.42	\$406.31	\$203.16
Employee + Family	\$1,641.20	\$580.42	\$1,060.78	\$530.39

\$1500 annual contribution towards HSA Bank; 50% January, 25% April, 25% July

UHC Option 3 BCYC Buy Up Plan PPO \$500				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$905.88	\$838.78	\$67.10	\$33.55
Employee + Spouse	\$1,730.34	\$838.78	\$891.56	\$445.78
Employee + Child(ren)	\$1,540.03	\$838.78	\$701.25	\$350.63
Employee + Family	\$2,561.47	\$838.78	\$1,722.69	\$861.35

Dental Base Plan				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$30.54	\$30.54	\$0.00	\$0.00
Employee + Spouse	\$62.25	\$30.54	\$31.71	\$15.86
Employee + Child(ren)	\$64.71	\$30.54	\$34.17	\$17.09
Employee + Family	\$102.76	\$30.54	\$72.22	\$36.11

Dental Buy Up Plan				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$41.89	\$30.54	\$11.35	\$5.68
Employee + Spouse	\$85.48	\$30.54	\$54.94	\$27.47

Employee + Child(ren)	\$99.19	\$30.54	\$68.65	\$34.33
Employee + Family	\$153.40	\$30.54	\$122.86	\$61.43

Vision Plan				
Tier	Monthly Premium	Employer Contribution	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Employee Only	\$6.57	\$6.57	\$0.00	\$0.00
Employee + Family	\$15.43	\$6.57	\$8.86	\$4.43

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

AGENDA OF: 11/16/2021

ITEMS: IX.D.

**DATE
SUBMITTED:** 11/3/2021

DEPARTMENT: Administration

PREPARED BY: Kimberly Kopecky

PRESENTER:

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-536, A RESOLUTION CASTING A BALLOT IN THE FORT BEND CENTRAL APPRAISAL DISTRICT 2021-2022 BOARD OF DIRECTORS ELECTION

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The letter from the Fort Bend Appraisal District and the ballot for 2021-2022 candidates has been attached for your consideration. The code states in Section 6.03 (k) the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before Wednesday, December 15, 2021.

RECOMMENDATION

Choose five (5) members for the available Board positions.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/10/2021	Resolution
Exhibit A	11/10/2021	Exhibit

RESOLUTION NO. 2021-536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DETERMINING THE VOTE OF THE CITY OF FULSHEAR FOR ONE OR MORE CANDIDATES FOR THE BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT.

* * * * *

WHEREAS, in accordance with Section 6.03(j) of the Texas Tax Code, the City of Fulshear, Texas, has received from the chief appraiser a ballot for the City of Fulshear to vote for the appointment of one or more candidates for the Fort Bend Central Appraisal District; and

WHEREAS, in accordance with Section 6.03(k) of the Texas Tax Code, the City of Fulshear desires to determine its vote by resolution and submit it to the chief appraiser before December 15 of the current year;

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

Section 1. The City of Fulshear, Texas, hereby determines its vote as set forth in the ballot attached hereto as Exhibit A, incorporated herein by this reference.

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

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

Election Ballot 2021-2022

Board of Directors Fort Bend Central Appraisal District

Jurisdiction:
City of Fulshear

Total Voting Entitlement:
10

Section 6.03 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

The candidates listed below were duly nominated by the voting governing bodies and now stand for election for the five (5) positions. Only one ballot per entity may be submitted.

Candidate:	Votes Cast:
Darren Flynt	_____
Pam Gaskin	_____
Jim Kij	_____
Michael D. Rozell	_____
Paul Stamatis	_____

Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Fort Bend Central Appraisal District before Wednesday, December 15, 2021.

Section 6.03

“(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate’s surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.”

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

AGENDA OF: 11/16/2021

ITEMS: IX.E.

**DATE
SUBMITTED:** 11/7/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1358, AN ORDINANCE OF THE CITY OF FULSHEAR ABANDONING A 6.206 ACRE PORTION OF KATY-FULSHEAR ROAD

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Ordinance No. 2021-1353 will codify the third phase of the abandonment of Katy-Fulshear Road at the request of representatives of Johnson Development, and according to prior agreements. This 6.206-acre portion of Katy-Fulshear Road will be the third of four abandonments. The final portion, which is less than an acre, is no longer in use, existing only on paper, and lying east of Texas Heritage Parkway.

Phase One and Phase Two abandonments occurred in 2016 and 2018 respectively. While the City has no record of ownership or maintenance of these portions of the road, it was previously determined that abandonment via deed without warranty was the best process to follow. Centerpoint Energy's overhead power lines that were previously along this corridor have been relocated and there are three sections of development slated in this area that will conflict with Katy-Fulshear Road.

Texas Heritage Parkway now provides north-south connectivity in the area and the soon to be completed Fulshear Bend Drive will provide east-west connectivity.

RECOMMENDATION

Staff recommends approval of the abandonment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2021-1358	11/7/2021	Backup Material
Deed w/out Warranty	11/7/2021	Backup Material
Deed without Warranty	11/7/2021	Backup Material

ORDINANCE NO. 2021-1358

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, DIRECTING THE CITY MANAGER TO SIGN A DEED WITHOUT WARRANTY, SALE, TERMINATION, RELEASE, AND ABANDONMENT OF A PURPORTED EASEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND, PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas (the “City”), may sell City property in accordance with the requirements of the Texas Constitution and the laws of the State of Texas; and

WHEREAS, Section 272.001(b) of the Local Government Code provides a means through which the City may sell City property, specifically streets or alleys used by easement, free of notice and bidding requirements, for less than fair market value to one or more of the abutting property owners who own the underlying fee simple; and

WHEREAS, the City has received a request to release and abandon City property, specifically a 6.206-acre portion of purported easement, previously a part of the unused Katy-Fulshear Road (the “Purported Easement”), from the abutting property owners of the Purported Easement; and

WHEREAS, as an interest in real property, to release and abandon the Purported Easement, the City must convey or otherwise transfer the property in question to another party; and

WHEREAS, the City has been unable to verify that it has legal title to the Purported Easement; and

WHEREAS, in order to remove any cloud of title of the abutting property owners, the City has agreed to execute the attached Deed without Warranty, Sale, Termination, Release, and Abandonment of Easement and convey the Purported Easement to the abutting property owners; and

WHEREAS, the City Council desires to authorize and direct the City Manager to execute the attached Deed without Warranty, Sale, Termination, Release, and Abandonment of Easement, resulting in the conveyance of the Purported Easement to the abutting property owners;

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

Section 1. That all of the facts recited in the preamble to this Ordinance are hereby found by the City Council of the City of Fulshear, Texas, to be true and correct

and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

Section 2. The City Manager is authorized to execute the attached Deed without Warranty, Sale, Termination, Release, and Abandonment of Easement.

Section 3. **Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

Section 5. **Effective Date.** This Ordinance shall be effective and in full force when published as required by law.

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

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

CROSS CREEK RANCH
6.206 ACRES
FULSHEAR-KATY ROAD ABANDONMENT

OCTOBER 29, 2020
JOB NO. 1299-00

DESCRIPTION OF A 6.206 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 6.206 acre (270,332 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100, City of Fulshear of Fort Bend County, Texas and being a portion of Fulshear-Katy Road (width varies, as occupied)(no deed found), same being a portion of a called 286.3 acre tract of land as described in an instrument to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2019136872, said 6.206 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to said 286.3 acre tract as cited herein:

COMMENCING at a 3/4-inch iron pipe found for the southeasterly corner of a called 0.8756 acre tract as described in an instrument to The City of Fulshear, recorded under F.B.C.C.F. No. 2010054061, lying on the south line of said 286.3 acre tract, same being the north line of a called 4.184 acre tract as described in an instrument to Fulshear Katy Road Series recorded under F.B.C.C.F. No. 2016043480;

THENCE, N 37°25'27" E, along and with the southeasterly line of said 0.8756 acre tract and the southeasterly line of a called 1.3435 acre tract as described in an instrument to the Town of Fulshear, recorded under Vol. 836, Pg. 698 of the F.B.C.D.R., same being the northwesterly right-of-way line of said Fulshear-Katy Road, a distance of 693.68 feet to a 5/8-inch iron rod with cap found for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract, same being the easterly corner of said 1.3435 acre tract;

THENCE, N 37°48'38" E, along and with the occupied northwesterly right-of-way line of said Fulshear-Katy Road, a distance of 3,932.11 feet to the northerly corner of the herein described tract, lying on a non-tangent curve to the left of the east line of said 286.3 acre tract, from which its center bears N 73°28'21" E, 2,100.00 feet, same being the west right-of-way line of the Texas Heritage Parkway (200 feet wide) as recorded under F.B.C.C.F. No. 2020062515;

THENCE, In a southerly direction, along said west right-of-way line and curve to the right, an arc distance of 83.39 feet, having a radius of 2,100.00 feet, a central angle of 02°16'31" and whose chord bears S 17°39'55" E, 83.39 feet to the easterly north corner of the herein described tract, lying on the southeasterly right-of-way line of said Fulshear-Katy Road;

THENCE, S 37°47'48" W, along and with said southeasterly right-of-way line of Fulshear-Katy Road, a distance of 3,884.94 feet to the southerly southeast corner of the herein describe tract;

CROSS CREEK RANCH
6.206 ACRES
FULSHEAR-KATY ROAD ABANDONMENT

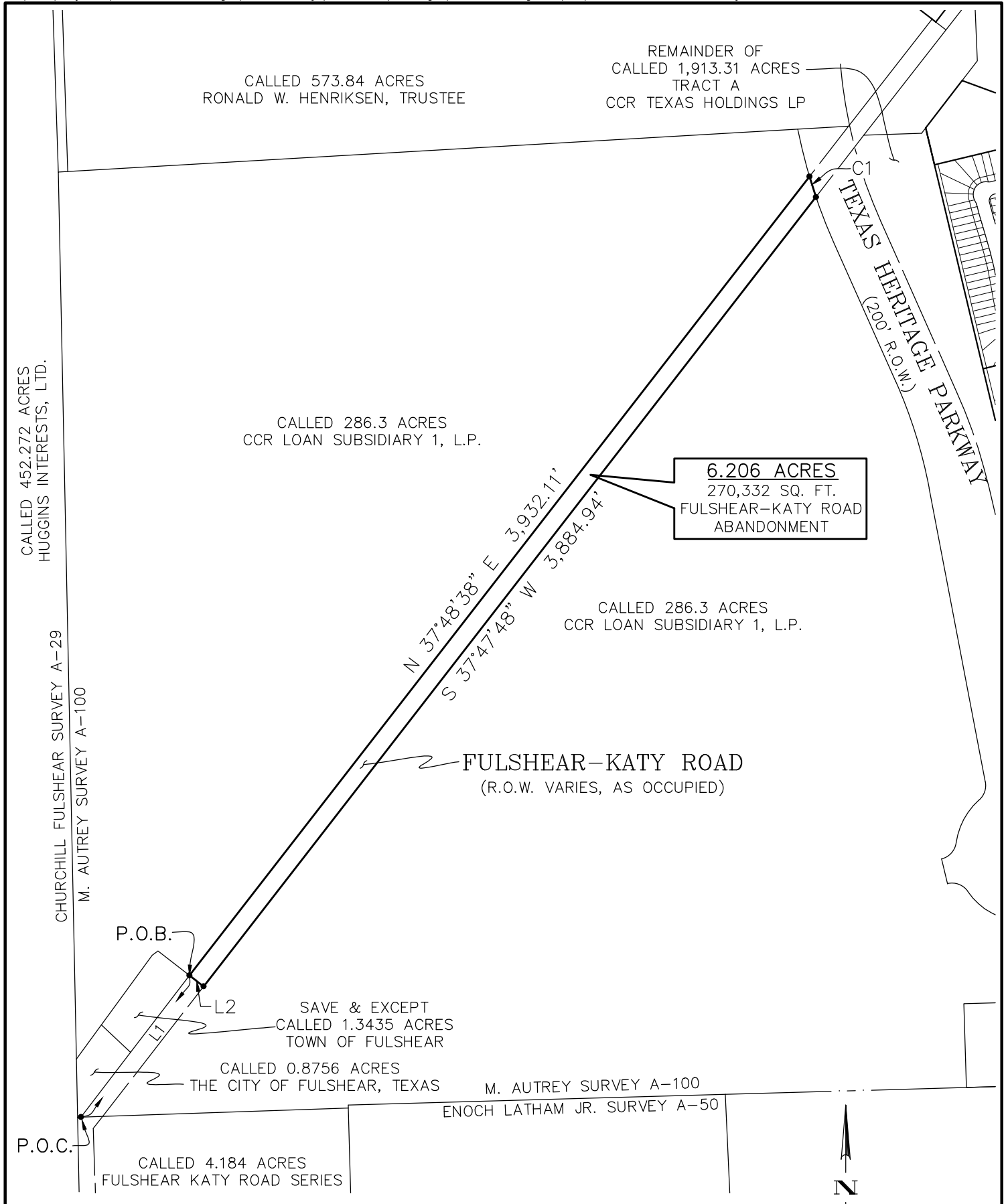
OCTOBER 29, 2020
JOB NO. 1299-00

THENCE, N 52°07'12" W, over and across said occupied right-of-way of said Fulshear-Katy Road, a distance of 69.64 feet to the **POINT OF BEGINNING** and containing 6.206 acres (270,332 square feet) of land.

The above description is not to be used for fee conveyance.

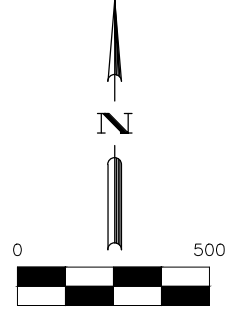


Alan C. Bentley RPLS No. 2055
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	83.39'	2,100.00'	2°16'31"	S 17°39'55" E	83.39'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 37°25'27" E	693.68'
L2	N 52°07'12" W	69.64'



LEGEND

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

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

BGE BGE, Inc.
 10777 Westheimer, Suite 400, Houston, TX 77042
 Tel: 281-558-8700 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500
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**EXHIBIT OF A
 6.206 ACRE TRACT
 (FULSHEAR-KATY ROAD)
 M. AUTREY SURVEY, A-100
 CITY OF FULSHEAR
 FORT BEND COUNTY, TEXAS**

Scale: 1"=500'	Job No.: 1299-00	Date: 10/2020	Drawing: 1 OF 1
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED WITHOUT WARRANTY, SALE, TERMINATION,
RELEASE, AND ABANDONMENT**

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

THAT THE CITY OF FULSHEAR, TEXAS (“Grantor”), for an in consideration of **Ten and 0/100 Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby **SELL, TERMINATE, RELEASE, ABANDON**, and forever discharge all right, title, and interest Grantor has or may have in that approximately 6.206-acre tract of certain real property located in Fort Bend County, Texas, and more particularly described in the attached *Exhibit A* (the “Property”), upon and across the property of **CCR Texas Holdings LP and CCR Loan Subsidiary 1, LP** (together, “Grantee”). The owners of the property on either side of the Property have titled to the middle of the dedicated interest. Therefore, upon execution of this document, the legal rights of the adjacent owners to use the adjacent real property extend to the middle of the Property bring released.

TO HAVE AND TO HOLD the Property to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns forever, without express of implied warranty. All warranties that might arise by common law, as well as the warranties of Section 5.023 of the Texas Property Code (as amended, or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]**

EXECUTED this _____ day of _____, 2021.

CITY OF FULSHEAR, TEXAS

Jack Harper, *City Manager*

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

This instrument was acknowledged before me on _____, 2021,
by Jack Harper, *City Manager* of the **City of Fulshear, Texas**.

[PLACE SEAL BELOW.]

Notary Public, State of Texas

AFTER RECORDING, PLEASE MAIL TO:

CCR Texas Holdings, LP

6450 Cross Creek Bend Lane

Fulshear, Texas 77441

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

AGENDA OF: 11/16/2021

ITEMS: IX.F.

**DATE
SUBMITTED:** 11/7/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1359, AN ORDINANCE REPEALING CHAPTER 38 - TRAFFIC AND VEHICLES, ARTICLE III. - MOTORIZED VEHICLES, DIVISION 2. - GOLF CARTS

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This ordinance will repeal Chapter 38 - Traffic and Vehicles, Article III. - Motorized Vehicles, Division 2. - Golf Carts of the Code of Ordinances in its entirety, and eliminate any requirements to receive a City-issued golf cart permit.

In a recent legislative session the State passed a bill requiring license plates for golf carts, and authorizing their operation on public roads within certain conditions. Prior to this the City's golf cart ordinance and permit process was an effective means to allow for safe golf cart operation on City streets in the absence of such State legislation.

However, now that such an avenue exists for the acquisition of a golf cart license plate there's no need for an additional City-issued golf cart permit. Repeal of the golf cart ordinance, and permit, would remove the duplicative burden for City residents, and free staff time. A repeal of the City's ordinance also removes an preemption issues with state law.

The states guidelines for golf carts still requires certain equipment to be mounted on the golf cart, that operators be licensed drivers, and that carts display a license plate.

RECOMMENDATION

Staff recommends approval of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2021-1359 (Repeal of Golf Cart Ordinance)	11/8/2021	Backup Material

ORDINANCE NO. 2021-1359

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, REPEALING CHAPTER 38 – TRAFFIC AND VEHICLES, ARTICLE III. – MOTORIZED VEHICLES, DIVISION 2. – GOLF CARTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND, PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas (the “City”), reviews and updates its Code of Ordinances for the benefit of the health, safety, and welfare of the residents of the City; and

WHEREAS, after the City performed such a review, the City Council of the City of Fulshear, Texas (the “City Council”), desires to repeal Chapter 38 – Traffic and Vehicles, Article III. – Motorized Vehicles, Division 2. – Golf Carts in its entirety in order to avoid conflicts with and the possibility of preemption by the applicable laws of the State of Texas; and

WHEREAS, the applicable laws of the State of Texas adequately and appropriately provide a basis upon which the City may respond to motor vehicle safety matters and general concerns regarding the operation and use of golf carts within the City’s jurisdictional limits;

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

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

Section 2. Chapter 38 – Traffic and Vehicles, Article III. – Motorized Vehicles, Division 2. – Golf Carts of the Code of Ordinances of the City of Fulshear, Texas, is hereby repealed in its entirety.

Section 3. **Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

Section 5. **Effective Date.** This Ordinance shall be effective and in full force when published as required by law.

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

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

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

AGENDA OF: 11/16/2021

ITEMS: IX.G.

**DATE
SUBMITTED:** 11/7/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO ACCEPT A DONATION DEED FOR A 1.501 ACRE PARCEL LOCATED IN THE M. AUTREY SURVEY AND IMMEDIATELY NORTH OF THE IRENE STERN COMMUNITY CENTER

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This 1.501-acre tract is immediately north and adjacent to the already City owned Irene Stern Community Center and Park property. It has been generously offered for donation to the City by Fort Bend County Municipal Utility District No. 169, and Johnson Development. The tract will front Fulshear Bend Drive once it is extended west.

The donation deed stipulates that the tract be utilized for park and public recreational purposes. The deed also includes a reversionary clause which states that if the tract ceases to be utilized for such purposes for 180 days it reverts back to the grantor (MUD No. 169).

RECOMMENDATION

Staff recommends acceptance of the donation deed.

ATTACHMENTS:

Description	Upload Date	Type
Land Donation Deed	11/7/2021	Backup Material

DONATION DEED

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

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

THAT FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 169, a political subdivision of the State of Texas ("Grantor"), for and in consideration of Grantor's intention of making a gift as a charitable contribution, Grantor has GRANTED, DONATED and CONVEYED, and by these presents does GRANT, DONATE and CONVEY unto the CITY OF FULSHEAR, TEXAS, a home rule city of the State of Texas, its successors and assigns ("Grantee"), all of that certain real property situated in Fort Bend County, Texas, containing 1.501 acres, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

Notwithstanding anything to the contrary contained herein, Grantor conveys fee simple title in and to the Property to Grantee for use only as parkland and a public recreation area. If, at any time, after the Property is developed as a park and a public recreation area, Grantee ceases to use the Property for park and public recreational purposes for a continuous period of at least one hundred eighty (180) consecutive calendar days, then fee simple title to the Property shall automatically revert to Grantor, without any further action or cost to Grantor. In such event, within no later than thirty (30) days following the expiration of such 180-day period, Grantee shall, upon Grantor's request, execute and deliver to Grantor a special warranty deed (in a form reasonably acceptable to Grantor) conveying fee simple title to Grantor, subject to the Permitted Encumbrances (defined herein).

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR

GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO-CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY, GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES

AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is 30603 FM 1093, Fulshear, Texas 77441.

[Signature pages follow this page]

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

GRANTEE:

CITY OF FULSHEAR, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, _____, and _____ of the CITY OF FULSHEAR, TEXAS, a home rule city of the State of Texas, on behalf of said home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A -Description of the Property

Exhibit B -Sketch of the Property

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A – Description of the Property

CROSS CREEK RANCH
1.501 ACRES

FEBRUARY 17, 2020
JOB NO. 1298-00

DESCRIPTION OF A 1.501 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 1.501 acre (65,390 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100 City of Fulshear, of Fort Bend County, Texas and being a portion of a called remainder 1,913.31 acre tract of land, designated Tract A, as described in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, said 1.501 acre tract of land described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron pipe found lying on the East line of a called 452.272 acre tract described in an instrument to Huggins Interest, LTD and recorded in Volume 2588, Page 937 of the Fort Bend County Deed Records (F.B.C.D.R.), being the Southwest corner of a called 0.8756 acre tract described in an instrument to The City of Fulshear, Texas recorded under F.B.C.C.F. No. 2010054061;

THENCE, along and with the line common to said 0.8756 and said 452.272 acre tract, the following courses and distances:

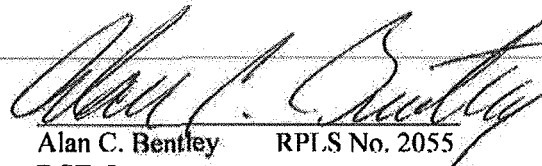
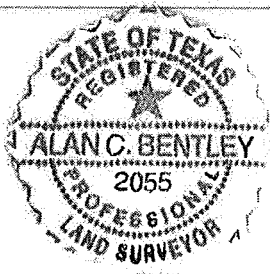
N 01° 09' 48" W, a distance of 225.90 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the **POINT OF BEGINNING** and the most southerly corner of the herein described tract;

N 01°09'48" W, a distance of 414.24 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Northwest corner of the herein described tract;

THENCE, N 88°50'12" E, over and across said 1,913.31 acre tract, a distance of 325.19 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the northerly Northeast corner of the herein described tract, and the most northerly corner of a called 1.3435 acre tract described and recorded in Volume 836, Page 698, of the F.B.C.D.R.;

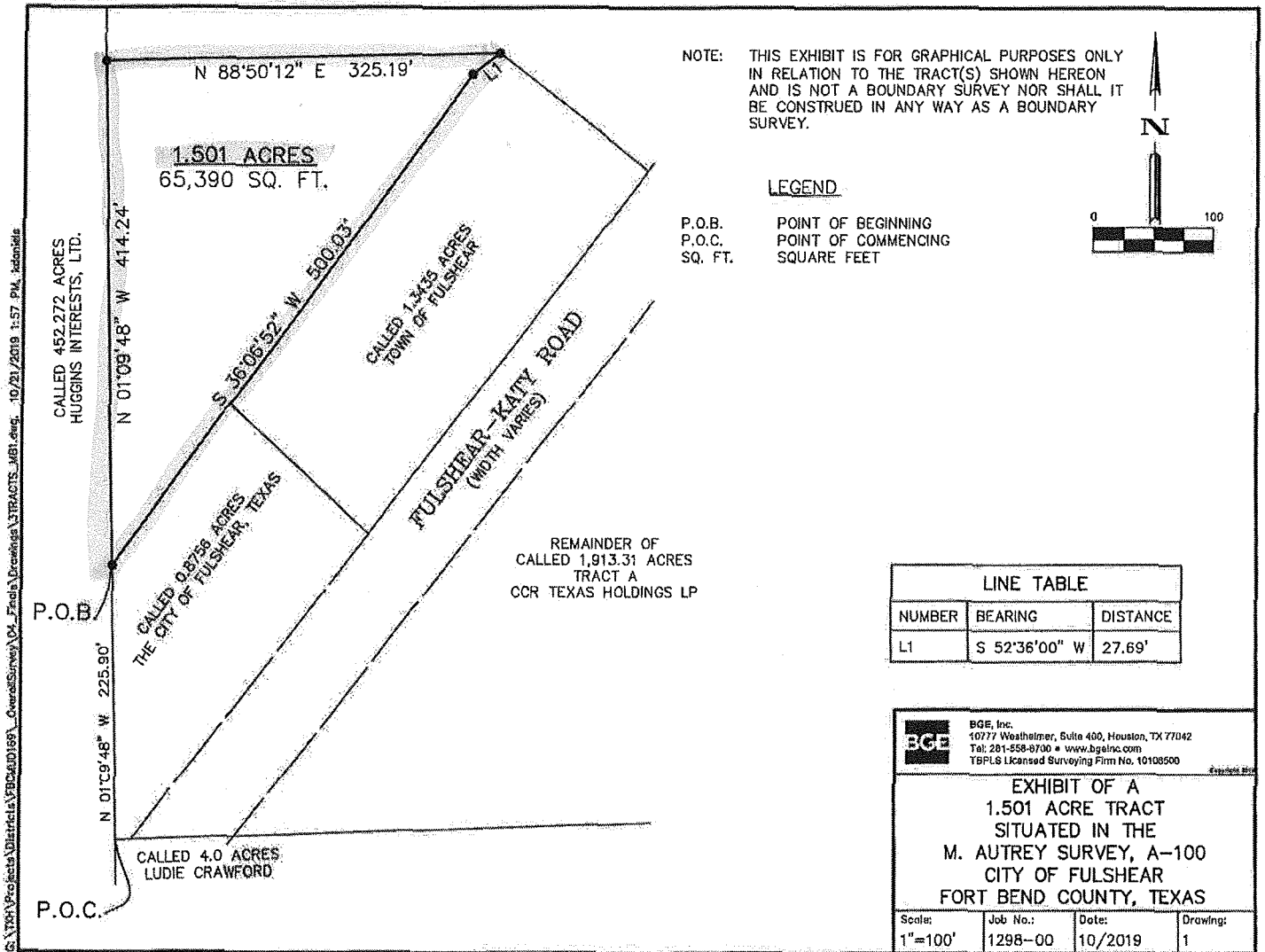
THENCE, S 52°36'00" W, along and with the northwesterly line of said 1.3435 acre tract, a distance of 27.69 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the southerly Northeast corner of the herein described tract;

THENCE, S 36°06'52" W, along and with the northwesterly line of said 1.3435 acre tract and said 0.8756 acre tract, a distance of 500.03 feet to the **POINT OF BEGINNING** and containing 1.501 acres (65,390 square feet) of land.



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

Exhibit B – Sketch of the Property



G:\YRF\Projects\Districts\FB\CA\189\OverallSurvey\Drawings\TRAJECTS_MBI.dwg, 10/21/2019 1:57 PM, jdonald

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

AGENDA OF: 11/16/2021

ITEMS: IX.H.

**DATE
SUBMITTED:** 11/8/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND TRI POINTE HOMES TEXAS, INC.

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In early Fall Tri Pointe Homes (formerly "Trendmaker") approached the City to begin negotiations to enter into a development agreement for the approximately 70-acre "Bray Tract" on James Lane.

The key points of the proposed development agreement include:

- 38 one-acre homesites
- Annexation of the development into the City Limits
- Sunset clause to development agreement if TriPointe does not close on the property
- Homesites will have septic on-site, but will be served by City water and be City customers
- Obligation to conform to native landscaping and James Lane area character regarding architecture and fencing
- Dedication of right-of-way along James Lane
- Approval of certain modifications to the CDO for the development, mostly related to things allowing for a more "rural" type development as it relates to street construction and sidewalks, and separately the timeline of platting approval and the required second point of access

Exhibits are provided demonstrating the development's general plan and proposed CDO modifications.

Separately a utility agreement amendment is also proposed to provide for this development's annexation into Tri Pointe's other Municipal Utility District (MUD 175, "Pecan Ridge") and setting forth direction regarding the construction of an oversized water line to serve the property.

RECOMMENDATION

Staff recommends approval of the development agreement.

ATTACHMENTS:

Description	Upload Date	Type
Development Agreement	11/9/2021	Backup Material

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS,
AND TRI POINTE HOMES TEXAS, INC.

This Development Agreement (the "Agreement") is made and entered into as of November 16, 2021, by THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body the City Council of Fulshear, Texas, and TRI POINTE HOMES TEXAS, INC., a Texas corporation (formerly known as Trendmaker Homes, Inc. ("Trendmaker")) ("Developer").

RECITALS

TPHTL Roger, LLC, a Delaware limited liability company ("TPHTL"), a joint venture that includes Developer, intends to create Fort Bend County Municipal Utility District No. 175 (the "District") for the purpose of furnishing water, sanitary sewer, drainage services, roads, and park and recreational facilities to the area within its boundaries. The District will contain the property described on Exhibit A attached hereto.

Developer has entered into a contract to purchase approximately 70.681 acres of land in Fort Bend County, Texas, described on Exhibit A-1 attached hereto (the "Property") and will petition to annex the Property into the corporate limits of the City after closing on the Property. Further, Developer will seek annexation of the Property into the boundaries of the District upon creation of the District. Developer desires to develop a high quality single-family residential community within the Property.

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property.

The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property.

The City is authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code. The City and Developer are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Fulshear, Texas.

City Building Code means the uniform building, fire, electrical, plumbing, and mechanical codes adopted by the City, if any, including any amendments, deletions, or additions thereto, whether now or in the future, and as may be updated from time to time by the City.

City Council means the City Council of the City or any successor governing body.

Comprehensive Plan means City Ordinance No. 2021-1356, and not including any future amendments or changes.

County means Fort Bend County, Texas.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

Developer means Tri Pointe Homes Texas, Inc. and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 8.04 herein.

Development Ordinance means City Ordinance No. 2020-1331, as amended as of the date of this Agreement, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code by Section 245.004, Local Government Code; provided, however, that Developer may elect to have such future amendments or changes apply to development of the Property in its sole discretion.

District means Fort Bend County Municipal Utility District No. 175.

End-Buyer means any owner, tenant, user or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County real property records.

ETJ means the extraterritorial jurisdiction of the City.

General Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit B, as it may be revised from time to time in accordance with Section 2.02.

Major Thoroughfare Plan means the City's long-term road network plan as set forth in the Comprehensive Plan, and not including any future amendments or changes; provided, however, that Developer may elect to have such future amendments or changes apply to development of the Property in its sole discretion.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning Commission of the City.

Property means the property described on Exhibit A-1.

Substantial Development Activities means the subdivision of the Property or any portion thereof requiring a plat under the Development Ordinance with the intent to sell to an End-Buyer or the construction of any improvements including but not limited to water, sewer, drainage facilities, parks and recreation facilities, or roads.

TCEQ means the Texas Commission on Environmental Quality and its successors.

Utility Agreement means the Utility Agreement, dated as of June 9, 2020, between the City and Trendmaker, as amended by the First Amendment thereto, dated September 15, 2020 (and assigned by Trendmaker to TPHTL on behalf of the proposed District), and the Second Amendment thereto, dated of even date herewith, between the City and TPHTL on behalf of the proposed District.

ARTICLE II GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a single-family residential community. The land uses within the Property shall be typical of a single-family residential development.

Section 2.02 General Plan and Amendments.

(a) The City and Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and refined by Developer as Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the Development Ordinance as well as the City's Comprehensive Plan and Major Thoroughfare Plan. Developer agrees that any changes in density that require approval of the City under Section 3.02 below must be reflected in an amended General Plan that is subject to approval by the City, and any other changes to the General Plan shall be provided to the City.

(b) Within ninety (90) days after the Property is purchased by Developer, Developer shall petition the City for voluntary annexation of the Property into the corporate boundaries of the City and the City shall consent to such annexation within ninety (90) days of the later to occur of the Property qualifying for annexation under applicable law or receipt of such petition. Further, upon creation of the District, Developer and the District shall petition the City for consent to the annexation of the Property into the boundaries of the District and the City shall consent to annexation within ninety (90) days of receipt of such petition. Upon annexation of the Property into the corporate boundaries of the City, the City will give all due consideration to the zoning of the Property for a residential lot Suburban Residential (Conventional) district under the current provisions and requirements for a residential lot Suburban Residential (Conventional) district. The City further agrees to give all due consideration to approving the development restrictions contained in Exhibit C attached hereto.

In the event that the City cannot zone the Property in accordance with the General Plan and the provisions of this second paragraph of Section 2.02(b) or approve the development restrictions set forth above, the City agrees that, upon request by Developer, that it will disannex the Property from the City's corporate boundaries, and the Utility Agreement and the remainder of this Agreement shall remain in full force and effect; provided, however, that in the event of such disannexation, the parties agree to amend the Utility Agreement in a manner consistent with such disannexation.

(c) The City and Developer agree that there shall be a minimum of one (1) public point of roadway access to the development in the Property as shown on the General Plan attached hereto as Exhibit B. Developer may assign the obligation to

construct roadways to the District if the District accepts such obligation in writing and the written assignment is delivered to the City. In addition to the public point of access described above, Developer agrees to provide a 10-foot wide stabilized emergency access route in the area generally identified on Exhibit D attached hereto.

Section 2.03 Platting. Developer shall be required to plat any subdivision of the Property in accordance with this Section 2.03. The subdivision plat shall be subject to review and approval by the Planning Commission and City Council in accordance with those requirements and procedures and planning standards of the Development Ordinance, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement. So long as the plat meets the requirements of the Development Ordinance, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement (including any amendments or updated provisions of the Development Ordinance specifically allowed herein), the Planning Commission shall approve the plat within thirty (30) days after Developer files the plat with the City, and City Council shall approve the plat within thirty (30) days after the Planning Commission approves the plat. In the event of any conflict between the Development Ordinance and this Agreement, this Agreement shall control.

Section 2.04 Major Thoroughfare Plan. Developer agrees to dedicate to the City a public right-of-way within the Property that is twenty-five (25) feet wide along James Lane, as shown on Exhibit B attached hereto.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within the Property.

(b) By the terms of this Agreement, the City and Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developer predictability of regulatory requirements

throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan circulation and traffic patterns, a parks and recreation plan, subdivision regulations, public improvement regulations, private improvement regulations, and annexation restrictions. The City and Developer agree that any City ordinance heretofore or hereafter adopted, that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property except for the Development Ordinance (subject to the provisions of Section 3.10 below) to the extent expressed in this Agreement, and that the provisions of this Agreement otherwise govern development of the Property.

Section 3.02 Density. The parties agree that development of the Property shall be in accordance with the requirements of this Agreement and the General Plan. The number of single-family residential housing units within the Property shall not exceed thirty-eight (38) units; provided, however, to allow Developer a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by Developer to the City, so long as such variance does not increase the quantity set forth herein by more than 10%.

Section 3.03 Lot Size. The parties agree that the minimum single-family residential lot size within the Property will be one (1) acre.

Section 3.04 Water/Drainage Services.

(a) The plan for the water distribution system and stormwater control and drainage system to serve the Property shall be developed in accordance with the General Plan. Developer will make provisions for public water distribution and drainage services for the Property through public utility facilities to be provided by the District to provide water service to the Property and shall provide for private on-site sewage facilities for wastewater service to each lot within the Property to be approved by the County. The public utility facilities to be provided by the District for water service shall connect to the City's existing water system.

(b) The District will construct or cause to be constructed a 12-inch water line from the Property within the existing right-of-way on James Lane (the "James Lane Water Line Project"), and no easements outside of the existing James Lane right-of-way will be required by the City. The James Lane Water Line Project will extend from the intersection of Meadow Wood Drive and James Lane and continue south to the Property's boundary line. The District shall publicly bid such contract as a 12-inch water line with an alternate for construction of an 8-inch water line in accordance with state bidding laws applicable to the District. The City's proportionate share of the James Lane Water Line Project shall be determined by subtracting the alternate bid amount for the 8-inch water line from the

successful bid amount for the 12-inch water line and dividing such calculation by the successful bid amount for the 12-inch water line (the "City's Proportionate Share"). Within thirty (30) days of receipt of bids on the James Lane Water Line Project, the District shall provide a written statement to the City for its Proportionate Share of the design and construction costs of the James Lane Water Line Project, as determined by multiplying the City's Proportionate Share by the total design and construction costs for the James Lane Water Line Project, to be amended within fifteen (15) days of approval of any change orders, if applicable (as may be amended, the "Oversized Facilities Payment"). The amount of the Oversized Facilities Payment shall be credited towards the payment of any impact fees owed by the District to the City for development of the Property pursuant to this Agreement. If the Oversized Facilities Payment exceeds the ultimate amount of impact fees owed by the District to the City for development of the Property, the District shall invoice the City for the remaining amount of the Oversized Facilities Payment and the City shall pay the District for such remaining amount.

(c) Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water and stormwater facilities referenced in this Section 3.04, as well as, to the extent allowed by law, roads and park and recreational facilities.

(d) The District shall not be obligated to apply for, pay for or obtain from the City any permit for construction of any portion of the System (as defined in the Utility Agreement), roads, pavement, detention ponds, or drainage channels. The District shall only be obligated to pay the City an inspection fee for the System, roads, pavement, detention ponds, or drainage channels in an amount established by the City from time to time not to exceed 1% of the cost of the construction contract for the construction of the System, roads and pavement, and detention ponds and drainage channels.

Section 3.05 Private Improvements/Inspections. Houses and buildings and other private improvements within the Property shall be constructed in accordance with the City Building Code, including requiring all sub-contractors of the homebuilders to be licensed with the City. Houses and buildings and other private improvements within the Property will be inspected by City inspectors, who will perform all inspections on such houses and buildings. Before such inspections are begun, the builder of the house or building will pay an inspection fee to the City equal to the then current inspection fee applicable to the type of building being inspected by the City. Such builder, its successors and assigns, shall have the right to review inspection records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such house or building or other private improvements.

Section 3.06 Open Space, Landscaping, and Recreational Facilities.

(a) The City agrees that so long as Developer dedicates open space shown on the General Plan, Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding neighborhood park and open space requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding a developer's provision of park, open space and recreational facilities and, moreover, Developer shall not be required to dedicate any additional parklands, open space or recreational facilities to the City or make any monetary payments to the City relating to neighborhood parklands, open space or recreational facilities (other than any applicable Regional Park Plan fees as set forth below).

(b) The City acknowledges and agrees that Developer may make provisions for public park and recreational facilities to serve the Property to be financed, developed, and maintained by the District, to the extent authorized by state law. Developer agrees that any such amenities may be conveyed to the District for ownership and operation and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developer makes provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District. For the avoidance of doubt, the District shall not be required to pay the City a neighborhood park fee.

(c) The City's Regional Park Plan, as set forth in the Development Ordinance, will provide park and recreational amenities to benefit areas within the City and within the ETJ, including the Property. The City agrees that Developer's proposed plans for park and recreational facilities within the Property comply with the Regional Park Plan. The City agrees that Developer will not be required to pay the City more than \$450 per dwelling unit, payable at the time of final plat approval, towards the City's costs to implement the Regional Park Plan (the "Park Fees"). Any monies paid for such purpose shall be placed in the dedicated Regional Park Investment Fund.

(d) The City agrees that so long as Developer makes payments towards the Regional Park Plan, as described in subsection (c) immediately above, Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding regional park requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding a developer's provision of park and recreational facilities and, moreover, Developer shall not be required to dedicate any additional parkland within the Property or make any additional payments to the City for regional parks.

Section 3.07 Fire Protection Services. All of the Property is located in Fort Bend County Emergency Services District No. 4, a taxing authority that provides fire protection services to the Property.

Section 3.08 Police Protection Services. All of the Property is located in Fort Bend County, a taxing authority that provides police protection services to such portions of the Property not located within the corporate boundaries of the City. The City shall have no obligation to provide police protection services to the Property, unless and until such Property is within the corporate boundaries of the City and at such time the City will provide the Property with the same level of police protection service as the remainder of the City. In the event Developer or the District desires to contract with law enforcement to provide supplemental police protection services to the Property, Developer or the District will give the City a right of first refusal under the terms being offered for such supplemental services.

Section 3.09 Liability of End-Buyer. End-Buyers shall have no liability for the failure of Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable), land use restrictions applicable to the use of their tract or lot, and any applicable ordinances.

Section 3.10 Signs. All signs within the Property shall be designed and constructed in accordance with the Development Ordinance; provided, however, that Developer may elect to submit a community master signage plan with respect to the Property to be approved by the City in lieu of application of the sign regulations of the Development Ordinance to the development of the Property; provided further that in the event that the City amends the sign regulation of the Development Ordinance before construction of signs within the Property begins, Developer may elect to apply such amended provisions to signs within the Property by providing written notice to the City.

Section 3.11 Fencing, Architecture, and Landscaping. In order to provide cohesiveness with the surrounding area, fencing and architectural characteristics on the Property shall be of similar kind, quality, and appearance to that of existing development on nearby properties, and landscaping vegetation on the Property shall be primarily comprised of species native to the area. By way of example, the fencing and architectural characteristics of the Fulshear Run community are compliant with this Section 3.11.

ARTICLE IV PROVISIONS FOR THE DISTRICT

Section 4.01 Dissolution of District. The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until Developer has fully developed 90% of its developable acreage within the District, the remaining 10% developable acreage owned

by Developer has had water, sewer, and drainage facilities necessary to serve the area installed, and Developer has been fully reimbursed by the District, in accordance with TCEQ rules, for all Developer's eligible development and construction costs, all as certified in writing by Developer to the City.

Section 4.02 Utility Agreement. Developer acknowledges that the City, Trendmaker and the District have entered into a utility agreement setting forth certain general terms relating to the development of the Property (the "Utility Agreement").

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Fort Bend County, Texas, of any mortgage, deed of trust, or security agreement given and executed by Developer encumbering the Property or any portion thereof, Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by Developer, and (ii) may change Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Fort Bend County, Texas, Developer shall give notice of the release to the City as provided herein, and all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however,

consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the Effective Date of this Agreement, the City and Developer agree that the development rights (as hereafter defined) of the City and Developer as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development rights" shall mean the covenants, agreements and privileges regarding the development of the property between the City and Developer set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

The City Building Code, the Development Ordinance, and life safety ordinances shall be the only City ordinances that apply to the development of the Property.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto

may constitute, either now or in the future, a "Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the General Plan with respect to the Property. The parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the General Plan would be:

1. An increase in the density beyond that which is allowed by this Agreement or a fundamental change in the major thoroughfare, arterial or collector roadway configurations;

2. Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the General Plan; or

3. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, court order, drought, or other imminent public health and safety reasons;

2. Imposition by the City of a requirement that Developer, Developer's grantee, or a grantee's successor apply for or obtain from the City any permit for construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, inspection, other than as may be authorized in this Agreement or the Utility Agreement;

3. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

4. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement;

5. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement;

6. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement; or

7. An attempt by the City to zone the Property in a manner that does not permit development consistent with the General Plan.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify Developer and each Designated Mortgagee in writing of an alleged failure by Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to Developer,

if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may take any appropriate action to enforce this agreement at law or in equity. Nothing herein shall be deemed a waiver of sovereign immunity by the City.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Fort Bend County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer), to the extent allowed by law.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer, to the extent allowed by law.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and Developer, its successors and assigns. In addition to the City, Developer, Designated Mortgagees, and their respective successor or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants

running with the land comprising the Property and shall be binding on all future developers and other landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) shall be recorded in the County real property records by Developer. Notwithstanding the foregoing, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Except as set forth in this Section 8.01, this Agreement shall not be construed to confer any rights upon any third party.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate forty (40) years from the Effective Date, expressly subject to the next succeeding sentence. Notwithstanding anything contained in this Agreement, in the event that the Property is not purchased by Developer on or before December 31, 2022, then this Agreement shall be deemed null and void for all purposes and fully and forever without any force or effect.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County real property records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after forty (40) years from the Effective Date, the City may file in the County real property records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any person who acquires the Property or any portion of the Property, including, without limitation, a Designated Mortgagee, but except for an End-Buyer whose liability is defined above, shall take the Property or portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above; provided, however, notwithstanding anything to the contrary herein, Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become Developer for purposes of this Agreement and notice is sent by Developer to the City and any Designated Mortgagee. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the parties hereto whose rights and liabilities under this Agreement are affected by such amendment. In the event Developer sells any portion of

the Property, Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 8.06 Transfer of Control of Developer. Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of such Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of Developer. Any contract or agreement for the sale transfer, or assignment of control or ownership of Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee, Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Fulshear P.O. Box 279 Fulshear, Texas 77441 Attn: City Secretary Facsimile: (281) 346-2556
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With copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
Facsimile: (832) 476-9554

Developer: Tri Pointe Homes Texas, Inc.
Attn: Collins Pier
16340 Park Ten Place, Suite 250
Houston, Texas 77084
Email: Collins.Pier@TriPointeHomes.com

With copy to: Allen Boone Humphries Robinson LLP
Attn: Katie Sherborne
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Facsimile: (713) 860-6467

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of the provisions listed under Article VII of this Agreement.

Section 9.03 Severability by Court Action. Unless the court applies Section 9.04, if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.04 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.05 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver

thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.06 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 9.07 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.08 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.09 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.10 Effect of State, Federal, and Local Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 9.12 Reimbursement of City Expenses. Developer shall reimburse the City for its expenses incurred in the development of this Agreement, including but not limited to legal fees, within ninety (90) days of receipt of an invoice of such expenses from the City, provided that Developer shall not be required to reimburse the City in an amount in excess of five thousand dollars (\$5,000).

Section 9.13 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this

Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, COVID-19, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water system hereunder, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. The COVID-19 virus is specifically acknowledged as a pandemic and a force majeure and the parties agree that any deadlines related to this Agreement shall be extended or tolled for a period of time equal to the lesser of (a) time the Property is subject to any national, state, county, or city disaster declaration, and (b) sixty (60) days; provided, however, this provision shall not be applicable to any deadline stated in Section 8.02 of this Agreement.

Section 9.14 Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, a mobile home, trailer, or manufactured housing ("Housing"), at the option of the Developer, may be placed on the Property to house voters for an election confirming the creation of a municipal utility district. Such Housing shall not remain on the Property for a period of time exceeding twelve (12) months.

Section 9.15 Local Government Code Section 212.172(b-1) Disclosure. The Developer acknowledges receipt of the disclosure required to be made by the City pursuant to Section 212.172(b-1) of the Texas Local Government Code, being (1) the Developer is not required to enter into this Agreement; (2) Chapter 43 of the Texas Local Government Code provides the authority under which the City may annex the Property; (3) the annexation procedures generally applicable to the Property include (i) a request for annexation by the Developer, (ii) a services agreement between the City and Developer, (iii) a public hearing being held by the City after giving proper notice, and (iv) the City's adoption of an ordinance annexing the Property; (4) the foregoing procedures require the Developer's consent; and (5) the City's immunity to suit is waived to the extent provided by Section 212.172.

Section 9.16 Local Government Code Section 43.016(b)(1) Compliance. To the extent all or any portion of the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter, the City hereby offers to make a development agreement that would guarantee the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber (a "Section 43.016(b)(1) Agreement"), and the Developer hereby declines to make a Section 43.016(b)(1) Agreement and elects in lieu thereof to enter into this Agreement.

Section 9.17 Anti-Boycott Verifications.

(a) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating 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. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(b) Developer certifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), that the Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is not a company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(c) Developer certifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that the Developer, including any wholly owned subsidiary, majority-owned subsidiary,

parent company or affiliate of the same, is not a company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

Section 9.18 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.19 Critical Infrastructure. During the term of this Agreement, if the Developer is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by

the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Aaron Groff, Mayor

Date: _____

ATTEST

By: _____
Kimberly Kopecky, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Aaron Groff, Mayor of the City Fulshear, Texas, and Kimberly Kopecky, City Secretary of the City of Fulshear, Texas, on behalf of said municipality.

Notary Public, State of Texas

[Official Notary Stamp]

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

Collins Pier
Vice President of Land Acquisition and
Development

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Collins Pier, Vice President of Land Acquisition and Development, of TRI POINTE HOMES TEXAS, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibits:

- A District Land
- A-1 The Property
- B General Plan
- C Variances
- D Emergency Access Point
- E Typical Roadway Section

Exhibit A
District Land

Exhibit A-1

The Property

HENRY STEINKAMP, INC.
Texas Licensed Surveying Firm No. 10005000
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

June 2, 2021

Revised: June 9, 2021

A Field Note Description of 70.681 Acres of Land being the Fred E. Bray Tract of Land (call 70.3591 Acres-FBC 19999099289), and being in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

For Connection Beginning at a capped iron rod stamped "Prejean 4925" found marking the Northeast corner of FULBROOK, SECTION 5A (2007006); THENCE, South 87deg.26'28" West, 21.83 feet to a point 1.0 foot South of a ½ inch iron pipe found at corner post and marking the Southeast corner of **place of beginning** for this tract;

THENCE, South 87deg.28'29" West, along the North line of said FULBROOK, SECTION 5A, at 19.09 feet pass a corner post, at 1003.01 feet pass a capped 5/8 inch iron rod stamped "1535-4035" set on line, in all 2988.49 feet to a 1 inch iron pipe found at corner post and marking the Southwest corner of this tract;

THENCE, Northerly along a fence line and the East line of FULBROOK, SECTION TWO "E" (Slide No. 2173A, Plat Records of Fort Bend County, Texas;

North 04deg.02'54" West, 363.47 feet to a capped 5/8 inch iron rod stamped "1535-4035" set at a bent ¾ inch iron pipe found for angle point;

North 04deg.27'54" West, 359.42 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

North 01deg.34'57" East, 159.28 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

North 17deg.34'20" East, 184.07 feet to a ¾ inch iron pipe at corner post found marking the Northwest corner for this tract;

THENCE, South 89deg.29'18" East, at 152.93 feet set a capped 5/8 inch iron rod stamped "1535-4035", in all 235.30 feet to a point on the center of Big Bayou;

FN 70.681 ACRES BRAY

Page 2.

70.681 Acres

Churchill Fulshear League, Ab. 29

Fort Bend County, Texas.

THENCE, Southerly and Easterly along the centerline of said Big Bayou, Fort Bend County Drainage District 50 foot wide Easement (2012040676) with the following courses and distances:

South 02deg.53'29" East, 103.33 feet to an angle point;
South 33deg.26'54" East, 108.18 feet to an angle point;
South 65deg.06'29" East, 101.51 feet to an angle point;
North 83deg.06' East, 118.99 feet to an angle point;
North 65deg.05'38" East, 96.73 feet to an angle point;
North 46deg.25'22" East, 64.85 feet to an angle point;
North 28deg.26'27" East, 93.51 feet to an angle point;
North 40deg.20'10" East, 154.09 feet to an angle point;
North 56deg.06'51" East, 66.88 feet to an angle point;
North 63deg.31'30" East, 170.53 feet to an angle point;
North 70deg.18'25" East, 348.08 feet to an angle point;
North 67deg.31'18" East, 492.12 feet to a point marking the North corner of this tract;

THENCE, South 20deg.04'52" East, at 79.38 feet pass a capped 5/8 inch iron rod stamped "1535-4035" set, then along fence line, in all 665.38 feet to a capped 5/8 inch iron rod stamped "1535-4035" set at corner post marking a re-entrant corner of this tract;

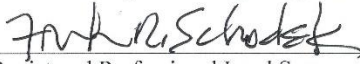
THENCE, North 88deg.50'02" East, along a fence line, at 943.69 feet pass a capped 5/8 inch iron rod stamped "1535-4035" set, in all 965.44 feet to a capped 5/8 inch iron rod stamped "1535-4035" set marking the Northeast corner for this tract;

THENCE, Southerly along a line in James Lane with the following courses and distances;

South 04deg.23'28" West, 75.21 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

South 00deg.54'12" East, 288.70 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

South 00deg.53'56" East, 434.92 feet to the place of beginning and containing 70.681 Acres of Land.

Signed: 
Registered Professional Land Surveyor No. 1535

NOTE: All bearings shown on this Survey are based on the Texas State Plane Coordinate System, South Central Zone, U.S. Survey Feet.

FN 70.681 ACRES BRAY

Exhibit B

General Plan



Exhibit C

Variances

Item	Page	Section/Table	Discussion Topics/Comments
1	15	Table 28-2-3	Property to be zoned as Suburban Residential (SR); Conventional Neighborhood Type
2	21	Section 28-2-6.B	Delete requirement for connection to public wastewater system
4	21	Table 28-2-6-1	Reduce Interior Side Minimum Building Setback to 10 feet from 12 feet
5	22	Table 28-2-6-1	Increase Maximum Building Coverage to 25% from 20%
6	71	Sec. 28-2-19.C.1	Replace first sentence with. "All buildings shall not exceed 25 feet in height..."
7	149	Sec 28-4-2.B.2	Delete this paragraph.
8	156	Sec. 28-4-5.D.1	Not required so long as the primary entrance is constructed as a boulevard and Developer constructs a secondary, twelve foot wide stabilized emergency access path in the general location shown on Exhibit D, the construction standards for which shall be agreed upon by the parties during the site plan process of the Development Ordinance.
9	157	Sec. 28-4-5.I	Maximum cul-de-sac length shall be increased to 700 feet from 650 feet.
10	159	Sec. 28-4-8.B	See last sentence of this paragraph. Replace the words "preliminary plat" with "prior to plat recordation"
11	160	Sec. 28-4-8.F.3	Open fences are allowed to be located within the drainage easements, so long as they do not cause an obstruction of flow.
12	170	Sec. 28-4-11.A	Sidewalk requirement on both sides of all public and private streets is hereby deleted. Developer shall construct a minimum 5 foot wide sidewalks as depicted on Exhibit D.
13	170	Sec. 28-4-12.B.2.c	22' concrete pavement width, with 2 foot shoulder on each side of roadway
14	170	Sec. 28-4-12.3	Cross Section of residential streets to be per Exhibit E.
15	176	Sec. 28-4-12.F.3.b	Runoff Coefficients shall meet Fort Bend County drainage standards as stated in 28-4-12.F
16	180	Sec. 28-4-16.B&E&F	Open space being dedicated per General Plan in Exhibit B shall satisfy the Neighborhood park dedication requirement including any fee for Neighborhood parks.
17	184	Sec. 28-4-17.9	Delete the following sentence. "Deeds shall also reference the rights and responsibilities of property owners to the HOA." The covenants running with the land will be recorded in the County records prior to any conveyance to a future homeowner, thus providing notice to all homebuyers including future homebuyers.
18	185	Sec. 28-4-20.A.1	Delete the words "required landscaping and underground irrigation;"
19	225	Sec.28-7-24	Delete requirement of filing a general plan since the General Plan is attached as Exhibit B.
20	238	Sec. 28-7-36.E.4	Traffic Study Requirement to be deleted based on T.I.A Worksheet provided to City.

Exhibit D

Emergency Access Route and Sidewalk Location

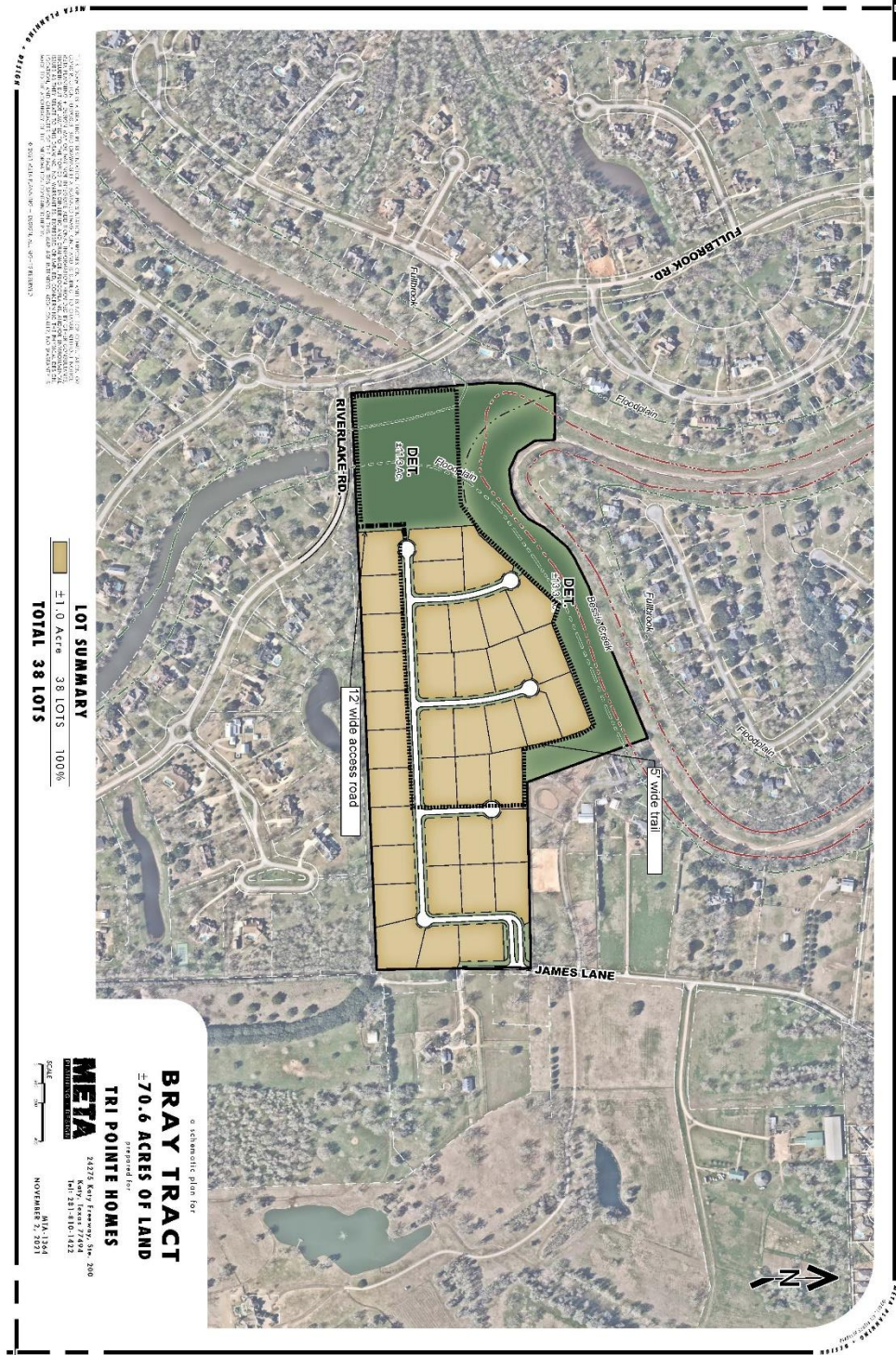
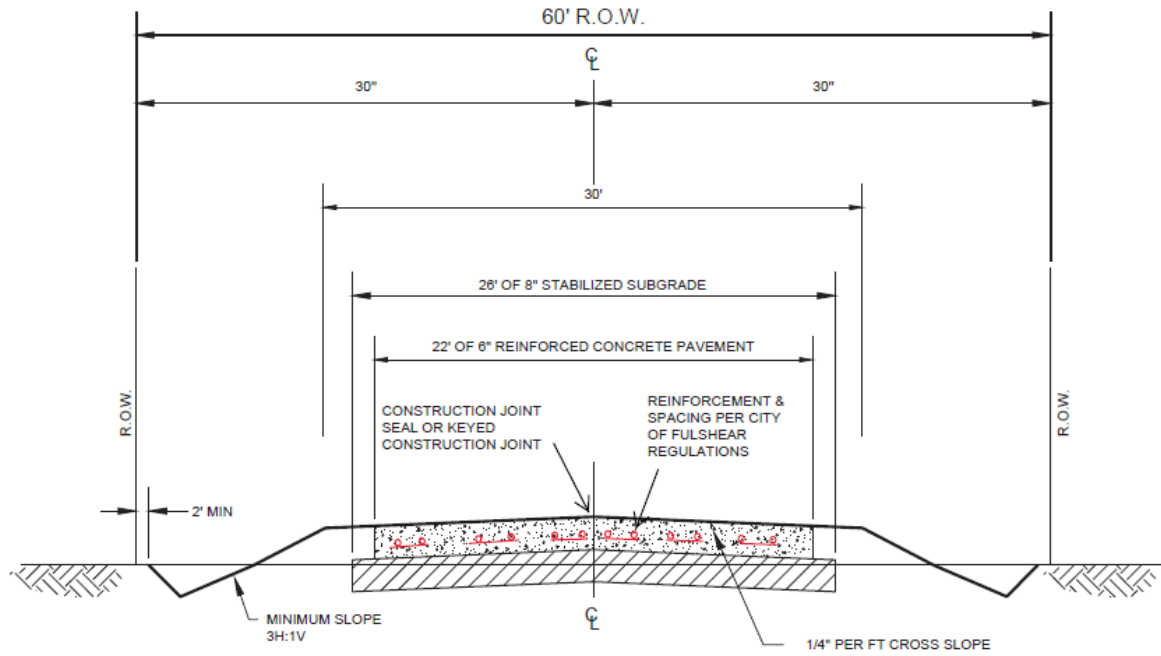


Exhibit E

Typical Roadway Section



TYPICAL ROADWAY SECTION

SCALE: N.T.S.

**SECOND AMENDMENT TO UTILITY AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS,
TPHTL ROGERS, LLC, AND TRI POINTE HOMES TEXAS, INC.
ON BEHALF OF
PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175**

This Second Amendment to Utility Agreement (this "Amendment") is made and entered into as of the _____, 2021, by THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body the City Council of Fulshear, Texas; and TPHTL ROGERS, LLC, a Delaware limited liability company ("TPHTL") and TRI POINTE HOMES TEXAS, INC., a Texas corporation (formerly known as Trendmaker Homes, Inc. ("Trendmaker") ("Tri Pointe") (TPHTL and Tri Pointe are collectively referred to herein as "Developers") on behalf of proposed Fort Bend County Municipal Utility District No. 175 (the "District").

RECITALS

The City and Trendmaker entered into a Utility Agreement dated as of June 9, 2020, as amended by the First Amendment thereto, dated September 15, 2020 (collectively, the "Agreement"), with regard to approximately 296.0797 acres of land in Fort Bend County, Texas, described therein (the "Original Property"). Trendmaker assigned the Agreement to TPHTL.

Tri Pointe has entered into a contract to purchase approximately 70.681 acres of land in Fort Bend County, Texas, described by metes and bounds in Exhibit A-1 (the "Annexation Tract" and, together with the Original Property, the "Property"), which, upon acquisition of the Annexation Tract by Tri Pointe, will be annexed into the City.

Tri Pointe desires to develop a high quality single-family residential community within the Annexation Tract and, as a condition to such development, has entered into a Development Agreement with the City, dated as of the date hereof.

The parties desire to amend the Agreement to allow for the addition of the Annexation Tract to the proposed District, add Tri Pointe and its successors and assigns as a party to the Agreement, and provide the terms of service to the Annexation Tract by the City pursuant to the terms of the Agreement and this Amendment.

The City is authorized to enter into this Amendment pursuant to Section 212.172 of the Texas Local Government Code and the City of Fulshear Home Rule Charter. The City and Developers are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developers agree as follows:

1. The following definitions contained in Section 1.01 are hereby amended as follows:

Developer means TPHTL Rogers, LLC with respect to the Original Property and Tri Pointe Homes Texas, Inc. with respect to the Annexation Tract and any of their respective successors or assigns to the extent such successors or assigns engage in Substantial Development Activities within the Property, except as limited by Section 8.04 herein.

Property means the Original Property and the Annexation Tract.

2. The following definitions are hereby added to Section 1.01:

Annexation Tract means the property described on Exhibit A-1.

Original Property means the property described on Exhibit A.

3. The following Section 2.17 is hereby added to the Agreement:

Section 2.17 Construction of Water Line. The District will construct or cause to be constructed a 12-inch water line from the Annexation Tract within the existing right-of-way on James Lane (the "James Lane Water Line Project"), and no easements outside of the existing James Lane right-of-way will be required by the City. The James Lane Water Line Project will extend from the intersection of Meadow Wood Drive and James Lane and continue south to the Annexation Tract property line, as shown on Exhibit B attached hereto. The District shall publicly bid such contract as a 12-inch water line with an alternate for construction of an 8-inch water line in accordance with state bidding laws applicable to the District. The City's proportionate share of the James Lane Water Line Project shall be determined by subtracting the alternate bid amount for the 8-inch water line from the successful bid amount for the 12-inch water line and dividing such calculation by the successful bid amount for the 12-inch water line (the "City's Proportionate Share"). Within thirty (30) days of receipt of bids on the James Lane Water Line Project, the District shall provide a written statement to the City for its Proportionate Share of the design and construction costs of the James Lane Water Line Project, as determined by multiplying the City's Proportionate Share by the total design and construction costs for the James Lane Water Line Project, to be amended within fifteen (15) days of approval of any change orders, if applicable (as may be amended, the "Oversized Facilities Payment"). The amount of the Oversized Facilities Payment

shall be credited towards the payment of any impact fees owed by the District to the City for development of the Annexation Tract pursuant to this Agreement. If the Oversized Facilities Payment exceeds the ultimate amount of impact fees owed by the District to the City for development of the Annexation Tract, the District shall invoice the City for the remaining amount of the Oversized Facilities Payment and the City shall pay the District for such remaining amount, all in accordance with Section 2.08 above.

4. The first paragraph of Section 3.01 shall be deleted in its entirety and replaced with the following, and any references to the "Property" in the remainder of Section 3.01 following the first paragraph shall be deleted and replaced with the "Original Property":

The City shall provide water services to the Property and wastewater treatment services to the Original Property as needed by Developer, and shall expand its water facilities from time to time so that it may timely provide such services to the Property and its wastewater treatment facilities from time to time so that it may timely provide such services to the Original Property. Upon approval of this Agreement by the City, the City agrees to reserve capacity for the District in existing City facilities to serve the Property as follows: (i) sufficient capacity in the Water Plant to provide the ultimate requirements for water service to the Property; (ii) sufficient capacity in the Water Line - Phase 1 (defined below) to provide the ultimate requirements for water service to the Original Property; and (iii) 80 ESFCs in the Sanitary Sewer Line - Phase 1 (defined below) and the Sanitary Sewer Treatment Plant to serve the Original Property. The ultimate requirements for water and wastewater treatment services to the Original Property are set forth in that certain Development Agreement dated as of June 9, 2021, between the City and Trendmaker, as assigned to TPHTL, and the ultimate requirements for water services to the Annexation Tract are set forth in that certain Development Agreement dated as of November 16, 2021, between the City and Tri Pointe. Notwithstanding anything to the contrary contained in this Agreement, the parties understand and agree that the City will not be providing sanitary sewer service to the Annexation Tract, and the lots located within the Annexation Tract shall be served by private on-site sewage facilities to be approved by Fort Bend County.

5. All references to the "Property" in Section 3.03 shall be deleted and replaced with the "Original Property."

6. Exhibits A-1 and B attached hereto are hereby added to the Agreement.

7. The following notice information for TPHTL and Tri Pointe is hereby added to Section 7.01 of the Agreement:

Collins Pier
TPHTL Rogers, LLC
16340 Park Ten Place, Suite 250
Houston, Texas 77084
Email: Collins.Pier@TriPointeHomes.com

Collins Pier
Tri Pointe Homes Texas, Inc.
16340 Park Ten Place, Suite 250
Houston, Texas 77084
Email: Collins.Pier@TriPointeHomes.com

8. The City and Developers agree that any references to “this Agreement” in the Agreement shall include this Amendment, including, without limitation, references to “this Agreement” set forth in Sections 6.01 and 7.16 of the Agreement.

9. Notwithstanding anything contained in this Agreement, in the event that the Annexation Tract is not purchased by Tri Pointe on or before December 31, 2022, then this Amendment shall be deemed null and void for all purposes and fully and forever without any force or effect.

10. The Agreement, including this Amendment, as amended hereby, shall remain in full force and effect. In the event of conflict between the Agreement and this Amendment, this Amendment will control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Aaron Groff, Mayor

Date: _____

ATTEST

By: _____
Kimberly Kopecky, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Aaron Groff, Mayor of the City Fulshear, Texas, and Kimberly Kopecky, City Secretary of the City of Fulshear, Texas, on behalf of said municipality.

Notary Public, State of Texas

[Official Notary Stamp]

TPHTL ROGERS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of TPHTL ROGERS, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

Collins Pier
Vice President of Land Acquisition and
Development

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Collins Pier, Vice President of Land Acquisition and Development, of TRI POINTE HOMES TEXAS, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A-1

Annexation Tract

HENRY STEINKAMP, INC.
Texas Licensed Surveying Firm No. 10005000
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

June 2, 2021

Revised: June 9, 2021

A Field Note Description of 70.681 Acres of Land being the Fred E. Bray Tract of Land (call 70.3591 Acres-FBC 19999099289), and being in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

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THENCE, South 87deg.28'29" West, along the North line of said FULBROOK, SECTION 5A, at 19.09 feet pass a corner post, at 1003.01 feet pass a capped 5/8 inch iron rod stamped "1535-4035" set on line, in all 2988.49 feet to a 1 inch iron pipe found at corner post and marking the Southwest corner of this tract;

THENCE, Northerly along a fence line and the East line of FULBROOK, SECTION TWO "E" (Slide No. 2173A, Plat Records of Fort Bend County, Texas;

North 04deg.02'54" West, 363.47 feet to a capped 5/8 inch iron rod stamped "1535-4035" set at a bent ¾ inch iron pipe found for angle point;

North 04deg.27'54" West, 359.42 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

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FN 70.681 ACRES BRAY

Page 2.

70.681 Acres

Churchill Fulshear League, Ab. 29

Fort Bend County, Texas.

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North 63deg.31'30" East, 170.53 feet to an angle point;
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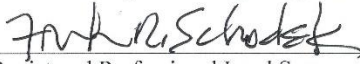
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THENCE, Southerly along a line in James Lane with the following courses and distances;

South 04deg.23'28" West, 75.21 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

South 00deg.54'12" East, 288.70 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for angle point;

South 00deg.53'56" East, 434.92 feet to the place of beginning and containing 70.681 Acres of Land.

Signed: 
Registered Professional Land Surveyor No. 1535

NOTE: All bearings shown on this Survey are based on the Texas State Plane Coordinate System, South Central Zone, U.S. Survey Feet.

FN 70.681 ACRES BRAY

Exhibit B

Water Line



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

AGENDA OF: 11/16/2021

ITEMS: IX.J.

**DATE
SUBMITTED:** 10/12/2021

DEPARTMENT: Administration

PREPARED BY: Charlie Dromgoole

PRESENTER:

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONSULTING AGREEMENT WITH ALEXANDER RESEARCH AND CONSULTING FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

Expenditure Required: Up to 80,000

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Upon the Economic Development Director position becoming vacant, the City Manager implemented a plan for interim economic development services to be provided by two different contractors; one which would oversee the day-to-day operations of the economic development department, and one which would provide services specifically to implement the Economic Development Strategic Plan. A contractor, Charlie Dromgoole, has previously been engaged to oversee the day-to-day operations; therefore, this contract is specifically for the implementation of the Economic Development Strategic Plan. Prior to launching Alexander Research & Consulting, the contractor, Caroline Alexander, was a project manager for TIP Strategies and served as the project lead in the creation of the City of Fulshear's Economic Development Strategic Plan.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
Agreement	11/9/2021	Exhibit
Exhibit A	11/9/2021	Exhibit

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES
#2022-001

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING 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 ALEXANDER RESEARCH & CONSULTING (the “Consulting Service Provider”). Collectively, the City and the Consulting Service Provider may be referred to as the “Parties.”

WHEREAS, the City wishes to obtain **economic development consulting services** relating to the furnishing of **economic development consulting services, as needed and as described in the attached and incorporated Exhibit A** (the “Project”), and the City wishes to retain the services of the Consulting Service Provider in connection with that Project; and

WHEREAS, the Consulting Service Provider is a company authorized to do business in Texas and is qualified to perform the economic development consulting services the City wishes the Consulting Service Provider to perform; and

WHEREAS, the Consulting Service Provider desires to render such economic development consulting 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 Consulting Service Provider. At the City’s sole discretion, the City shall be entitled to engage the Consulting Service Provider to perform economic development consulting services, in accordance with the terms and conditions of this Agreement, as those economic development consulting services relate to the Project. The Consulting Service Provider agrees to perform such economic development consulting services in accordance with the terms, covenants, and conditions of this Agreement.

The Consulting Service Provider is being retained to provide economic development consulting services as described in this Agreement to the City based on the Consulting Service Provider’s demonstrated competence and requisite qualifications to perform the scope of work described herein. The City agrees to and hereby does retain the Consulting Service Provider as an independent contractor, and the Consulting Service Provider agrees to provide such economic development consulting 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 Consulting Service Provider to the City shall be to furnish all materials and perform all work described in the attached and incorporated hereto as **Exhibit A**.

SECTION 3. Scope of Services. The Consulting Service Provider will provide the **economic development consulting services** described in the attached **Exhibit A** (collectively, “Services”)

which is hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. In the event of a conflict between any term of provision in this Agreement and any term or provision in Exhibit A, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Exhibit A.

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

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

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

- a. **Contract Sum.** The City shall compensate the Consulting Service Provider for the performance of the economic development consulting services on an hourly basis, to be recorded, billed, and invoiced **at one-quarter (1/4) of a one-hour increment, at \$150.00 per hour** pursuant to the fee details included in Exhibit A. The total fees paid under this Agreement shall not exceed **\$18,000.00**.
- b. **Invoices.** The Consulting Service Provider shall invoice the City monthly for economic development consulting services rendered based on the amount of such services completed as of the date of the invoice, with such economic development consulting services to never be more than fifteen (15) hours per month. The City will pay for those economic development consulting 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 Consulting Service Provider in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

- 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 Consulting Service Provider. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Consulting Service Provider’s sole and exclusive remedy shall be to terminate this Agreement.
- d. **Eligible Costs.** Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever for performance of this Agreement from the monies of the City other than from the monies designated for this Agreement. The City will only pay for services rendered and shall not pre-pay for work that has not been performed.

SECTION 5. Term; Termination.

- a. **Term.** This Agreement will commence on the Effective Date for an initial term of one (1) year, starting on the Effective Date and ending the day before the first anniversary of the Effective Date (the “Term”), and subject to up to two (2) additional annual renewals, each beginning on the anniversary of the Effective Date and ending the day before the next anniversary of the Effective Date (each, respectively, an additional “Term”) if mutually agreed upon, unless earlier terminated as provided herein.
- b. **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 Consulting Service Provider shall follow any instructions of the City respecting work stoppage. The Consulting Service Provider shall cooperate with City and City designees to provide for an orderly conclusion of the Services. The Consulting Service provider shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to the City, or the City’s designee, at the City’s request. If the City elects to continue any activities underlying a terminated Agreement after termination, the Consulting Service Provider shall cooperate with the City to provide for an order transfer of the Consulting Service Provider’s responsibilities with respect to such Agreement to the City of the City’s designee. Upon the effective date of any such termination, the Consulting Service Provider shall submit a final invoice for payment, and the City shall pay such amounts as are due to the Consulting Service Provider through the effective date of termination. The City shall only be liable for payment of services rendered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

a. *Representation and Warranties of Consulting Service Provider.* Consulting Service Provider represents and warrants that:

1. As of the Effective Date of this Agreement, the Consulting Service Provider is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Consulting Service Provider's performance under this Agreement or that will in any way limit or conflict with the Consulting Service Provider's ability to fulfill the terms of this Agreement. The Consulting Service Provider further represents that it will not enter into any such agreement during the Term of this Agreement;
2. The Consulting Service Provider will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable, if any, together with licenses permitting the City to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to the City in connection with the preceding sentence, the Consulting Service Provider warrants and represents that all work product created under this Agreement shall be original work of the Consulting Service Provider or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;
3. The Consulting Service Provider and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the economic development consulting 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 Consulting Service Provider shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Consulting Service Provider's obligations under this Agreement.

b. *Level of Care and Skill.* Services provided by the Consulting Service Provider under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, or document, prepared by the Consulting Service Provider.

- c. **Work on City Premises.** Consulting Service Provider will ensure that its employees and agents will, whenever on City premises, obey all reasonable instructions and directions issued by the City.
- d. **Consultation, Reports.** The Professional Service Provider agrees to make available the Consulting Service Provider's representative, who shall be mutually agreed upon by the Consulting Service Provider and the City, for periodic meetings to review the progress of all work under this Agreement. The Consulting Service Provider also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Consulting Service Provider and the City, as well as copies of all documents relating to the Services performed by the Consulting Service Provider.
- e. **No Israel Boycott.** The Consulting Service Provider hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- f. **Foreign Terrorist Organizations.** The Consulting Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- g. **Immigration.** Consulting Service Provider 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.** Consulting Service Provider certifies that Consulting Service Provider 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, Consulting Service Provider is convicted of a violation under 8 U.S.C. § 1324a(f), Consulting Service Provider 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 Consulting Service Provider of the violation.
- i. **Nondiscrimination Against Firearm and Ammunition Industries.** Consulting Service Provider verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

- j. ***Anti-Boycott of Energy Companies.*** Consulting Service Provider verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

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

SECTION 8. Termination of Agreement.

- a. ***Termination.*** The City, upon giving thirty (30) days' written notice to the Consulting Service Provider, may terminate this Agreement for any reason, without cause, or simply for convenience. The Consulting Service Provider, upon giving thirty (30) days' written notice to the City, may terminate this Agreement for cause.

Termination of this Agreement shall release each party from all obligations of this Agreement, except as specified in Section 6(b) of this Agreement.

- b. ***Obligations of Consulting Service Provider Upon Termination.*** Upon termination of this Agreement, the Consulting Service Provider shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.
- c. ***Obligations of City Upon Termination.*** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Consulting Service Provider agrees to render a final invoice to the City for Services performed by the Consulting Service Provider prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

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

notwithstanding, the covenants and agreements contained in this paragraph survive the termination of this Agreement for whatever cause.

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

waiving all rights of subrogation against the City and the City's respective agents and employees.

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

- i. ***No Indemnification by the City.*** The Consulting Service Provider and the City expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

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

SECTION 11. Assignment and Subcontracting.

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

SECTION 12. Other Provisions.

- a. ***Status as Independent Contractor.*** The City and the Consulting Service Provider are contractors independent of one another and neither party’s employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- b. ***Applicable Law and Forum.*** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Fort Bend County, Texas.
- c. ***Public Information Act.*** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). 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

IF TO SERVICE PROVIDER:

Alexander Research & Consulting
Attn: Caroline Alexander
[ADDRESS LINE NO. 1]
[ADDRESS LINE NO. 2]
Email: caroline@alexanderrc.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 Consulting Service Provider each bind itself and its partners, successors, executors, administrators, and assigns to the other party of the Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all terms, covenants, and conditions of this Agreement. Neither the City nor the Consulting Service Provider shall assign, sublet, or transfer its interest in this Agreement without written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Service Provider.
- g. **Waiver.** No waiver by the City of any breach by the Consulting Service Provider of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.

- h. **Entire Agreement.** This instrument, including attached exhibits, contains the entire Agreement between the City and the Consulting Service Provider, apart from any letter proposals or proposals describing the scope of services, method of compensation, and any special contractual provision that, mutually agreed upon by the Parties, shall become part of this Agreement.
- i. **Modifications.** No modification of this Agreement shall be effective unless in writing and signed by both parties.
- j. **Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will be deemed one and the same document. A photocopy of facsimile reproduction of an original signature of a party on this Agreement beings that party to the terms, covenants, and conditions of this Agreement.

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*

CONSULTING SERVICE PROVIDER:

ALEXANDER RESEARCH & CONSULTING

By: _____
 Name: _____
 Title: _____

ALEXANDER

RESEARCH & CONSULTING

November 8, 2021

Mr. Jack Harper
City Manager
City of Fulshear
29255 FM 1093 #12
Fulshear, TX 77441

Dear Jack,

I am pleased to have the opportunity to present this proposal to serve as an on-call consultant to support the new executive director in getting up to speed on the strategic plan and to assist in implementing the City of Fulshear's economic development strategy. The scope of services is outlined below.

SCOPE OF SERVICES

Serve as an advisor and resource for the Economic Development Department. I can help out as need on small projects on an ad hoc basis, not to exceed 20 hours a month. Examples of tasks could be any of the following:

- Walk through the deliverables associated with the economic development strategy, provide an update on where the City is in implementation, review background on topics explored during the strategic planning process and other considerations related to plan implementation.
- After reviewing the strategic plan with the new executive director, provide direction on next steps related to strategic plan implementation in the format of a memo. This will also consider changes in the economic environment since the development of the strategic plan.
- Prepare or pull together information for factsheets and marketing materials that can support Strategies 2.1 and 3.1, as well as business recruitment activities, in general.
- Create a searchable, interactive parcel-map to help identify landowners, strategic parcels, and other stakeholders to support the implementation of Strategy 2.1 using data from the Fort Bend County Appraisal District and the commercial and industrial data from the BD Realty report.

PROJECT TIMELINE AND COST

The timeline for these projects will be six (6) months starting from the signing of the contract. I will charge on an hourly basis at \$150/hour up to 20 hours a month. Additional costs could include travel mileage, data purchases, or scope amendments and will require prior approval by both the City of Fulshear and me.

Note: this contract is separate and apart from the contract for project management services for the economic development website.

Sincerely,

Caroline Alexander

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the intent of **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 198** (“MUD 198”), **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222** (“MUD 222”), **CCR WEST, INC.** (the “Developer”), and **THE CITY OF FULSHEAR, TEXAS** (the “City”) (MUD 198 and MUD 222 may be referred to as the “Districts,” and the Districts, the Developer and the City are referred to herein collectively as the “Parties” or individually as “Party”) to negotiate and take certain actions regarding the proposed Agreement between the Parties regarding the emergency water interconnects located along Woods Road approximately 500 feet north of the intersection of Woods Road and future Fulshear Bend Drive (“Interconnect 1”) and along F.M. 359 and Cross Creek West Boulevard (“Interconnect 2”) (collectively the “Interconnects”). The Parties have determined that it is in their best interest to cooperate with regard to the two future Interconnect Agreements. This MOU sets forth a summary of the basic terms of the mutual understanding of the Parties and the two definitive emergency interconnect agreements (the “Interconnect Agreements”).

I. THE PARTIES TO THIS MOU ARE MUD 198, MUD 222, THE DEVELOPER AND THE CITY.

- A. MUD 198. MUD 198 is a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Directors. The principal representative of the District for purposes of receiving communications, facilitating approvals, and negotiating the Interconnect Agreements will be Angie Lutz, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas, 77027, telephone: 713-860-6470.
- B. MUD 222. MUD 222 is a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Directors. The principal representative of the District for purposes of receiving communications, facilitating approvals, and negotiating the Interconnect Agreements will be Samuel Johnson, Coats Rose PC, 9 Greenway Plaza, Suite 1000, Houston, Texas 77046, telephone: 713-653-7360.
- C. The City. The City is a home rule municipality and is operating under its charter and the laws of the State of Texas, acting by and through its City Council. The principal representative of the City for the purposes of receiving communications, facilitating approvals, and negotiating the Interconnect Agreements will be Byron Brown, Randle Law Office Ltd, LLP, 820 Gessner, Suite 1570, Houston, Texas, 77024, telephone: 281-346-8809.

- D. The Developer. The Developer is a Texas corporation, acting through its management structure. The principal representative of the Developer for the purposes of receiving communications, facilitating approvals, and negotiating the Waterline Easement will be Rob Bamford, Johnson Development Corporation, 6450 Cross Creek Bend Lane, Fulshear, Texas 77441, telephone: 281-341-8320.
- E. Term of Memorandum of Understanding. Unless this MOU is terminated by one of the Parties as described below, then from and after the date of the Parties' execution and delivery of this MOU, the Parties shall in good faith proceed to take the actions as contemplated by this MOU. If the District and the City are unable to otherwise enter into two Interconnect Agreements outlining the Parties' responsibilities by April 1, 2022, then any Party may cancel this MOU by delivering written notice to the other Parties, whereupon this MOU shall terminate and be of no further force and effect. No Party hereto shall incur liability for termination of this MOU pursuant to this provision.

II. THIS MEMORANDUM OF UNDERSTANDING IS NONBINDING

Notwithstanding any other provisions of this MOU, the Parties expressly acknowledge and agree as follows:

This is a statement of the current understanding of the Parties only and is not a definitive agreement relating to any of the matters described herein. Except for the obligations of the Parties to negotiate in good faith the terms of the Interconnect Agreements, no Party, by the execution and delivery of this MOU, shall be deemed obligated to any other or to cause any legal or equitable obligation between the Parties, and none of the matters described in this MOU as a purported commitment or obligation of the Parties shall have any effect unless and only to the extent such matters are expressly set forth in the Interconnect Agreements, duly authorized and approved by the Districts' Board of Directors, the City Council of the City and the Developer. This MOU shall be (i) null and void and of no effect in the event this MOU is terminated in accordance with this MOU or (ii) superseded by the terms and conditions of negotiated Interconnect Agreements.

III. INTERCONNECT AGREEMENT ACTIONS.

The Parties agree that the following provisions, along with other provisions customarily included in an emergency interconnect agreement between municipal utility districts in the Houston region and agreeable to the Parties, will be included in the Interconnect Agreements:

- A. Interconnect Agreements. The City and MUD 198 will enter into two Interconnect Agreements whereby the City and MUD 198 will agree to temporarily supply water to the other party in the event of an emergency, as further defined.
- B. Definition of Emergency. "Emergency" will be defined as any mechanical or electrical failure, repair or maintenance of either the City or MUD 198's water supply and distribution system or any act of nature that temporarily results in either party being unable to produce or supply its customers, located in the City or in MUD 198, or Fort Bend County Municipal Utility Districts 195 or 214, with a minimal supply of water, or a fire occurring in either party's service area that requires immediate use of the other party's water for fire-fighting purposes and activities related thereto. The Interconnect Agreements will provide, among other things customarily included in an emergency interconnect agreement between municipal utility districts in the Houston region and agreeable to the City and MUD 198, that during normal operating conditions of the parties' water systems or during simultaneous emergencies in either the City or MUD 198, water will be prevented from flowing through the water line interconnect valve and related appurtenances and no water will be delivered by either party to the other. Additionally, the term "emergency" shall not include interim service for new development while construction of capital improvements or facility expansions to serve such new development is pending.
- C. Simultaneous Emergencies. Neither party shall be obligated to supply water to the other party under the Agreements if an Emergency also exists for the party from whom water is being sought. During a period of simultaneous Emergencies, neither the City nor MUD 198 shall be obligated to deliver water to the other but may do so pursuant to mutual agreement.
- D. Design and Construction of Interconnect Facilities. MUD 198 and the City agree that the interconnect facilities will include meter vaults, meters, cut off valves, and related appurtenances. MUD 222 is designing and constructing a portion of the water line on the City's behalf, to be subsequently conveyed by MUD 222 to the City for ownership and operation (the "City Water Line"). The design and construction of the City Water Line will require a change order to the City Water Line contract to re-route the City Water Line into the City Water Line Easement (hereinafter defined) and include two 16" x 12" tees and two 12" gate valves and boxes (the "Change Order"), as shown on the Water Line Interconnect Exhibit attached hereto as **Exhibit A**. The City waives any plan review or construction inspection approval requirements related to the Change Order, however, MUD 222 shall provide the City with as-built drawing marked up by the contractor upon completion. MUD 222 agrees to fully pay for the

Change Order in exchange for the City Water Line easement from CCR West, Inc. at no cost to MUD 222 (the "City Water Line Easement"). A draft of the City Water Line Easement is attached as **Exhibit B** to this MOU. MUD 222 and MUD 198 will each pay half of the costs of the design and construction of the Interconnect Meter Vaults (the "Interconnect Facilities"), as shown on **Exhibit A**; provided however, MUD 222 shall not be required to pay more than \$60,000 for any costs described herein. Design and construction of the Interconnect Facilities will be in accordance with all rules, regulations, and laws which may be applicable of the United States, the State of Texas, and any regulatory authority having jurisdiction over the Interconnect Facilities.

- E. City Water Line Easement. The Developer and MUD 222 agree to execute and record the City Water Line Easement by November 10, 2021, to ensure that MUD 222's construction of the City Water Line is not delayed.
- F. Ownership of the Interconnect Facilities. Once complete, MUD 198 will accept the District Water Line for ownership and maintenance, the City will accept the City Water Line for ownership and maintenance. MUD 198 will accept the Interconnect Facilities for ownership and maintenance upon final completion.
- G. Location of the Interconnect Facilities. The approximate locations of the Interconnect Facilities are depicted on **Exhibit A** attached hereto.
- H. Charges for Emergency and Temporary Water Supply. The price to be paid for water delivered under the Agreement during an Emergency shall be at the supplying party's then-current rate applied to actual usage, as determined by the meter at the Interconnect Facilities, during the Emergency. Because some of both of the parties are located within and subject to the jurisdiction of the North Fort Bend Water Authority, in addition to the rate hereinabove stated, a party receiving water under the Agreement shall also pay any additional fees incurred by the supplying party that are imposed by the Authority.
- I. Payment. The party that has received water during an Emergency or the Temporary Service Period shall tender payment for the water received within thirty (30) days of receipt of an invoice from the party providing the water. If a party fails or refuses to timely pay an invoice for water received under this Agreement, the other party may refuse to supply additional water until payment of amounts due is made in full. The billing party may require the delinquent party to pay interest on its past due bills at the rate of ten percent (10%) per annum, together with reasonable attorneys' fees incurred in the collection of delinquent amounts.

J. Good Faith on Cross Creek Ranch Interconnects. All Parties acknowledge that the Utility Agreement between Fort Bend County Municipal Utility District No. 169 and the City, as amended, expressly requires construction of emergency interconnects and that the interconnects are for emergency use only. The Developer and the City agree to negotiate in good faith the opening of these interconnects once they are constructed. This will create one system between the City and Fort Bend MUD No. 169. However, the Parties agree and understand these interconnects are between Fort Bend MUD No. 169 and the City, and the Board of Directors of Fort Bend MUD No. 169 has the ultimate determination with this issue.

V. MISCELLANEOUS PROVISIONS

- A. Governing Law. This MOU and the legal relationship between the Parties pursuant to this MOU shall be governed by and construed in accordance with the laws of the State of Texas.
- B. Assignment. MUD 198 may assign this MOU or the Interconnect Agreements to the master district, Fort Bend County Municipal Utility District No. 214, at a future date. No other Party shall have the right, power, or authority to assign this MOU or any portion of this MOU or to delegate any duties or obligations arising under this MOU, voluntarily, involuntarily, by operation of law, or otherwise, without obtaining consent from the other Party.
- C. Notices. Any notice, demand, or other communication which may be desired or required pursuant to this MOU shall be in writing and shall be deemed given if and when personally delivered, or upon delivery if sent by email with a confirmation of receipt, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to the parties at such addresses set forth herein, or to such other addresses as the parties may designate by notice.

Exhibits

- Exhibit A: Location of Interconnects
- Exhibit B: Draft Water Line Easement

[EXECUTION PAGES FOLLOW]

AGREED TO AND APPROVED THIS _____ DAY OF _____, 2021.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 198

By: _____
Name: _____
Title: _____

AGREED TO AND APPROVED THIS _____ DAY OF _____, 2021.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 222

By: _____
Name: _____
Title: _____

AGREED TO AND APPROVED THIS _____ DAY OF _____, 2021.

CCR WEST, INC.

By: _____

Name: _____

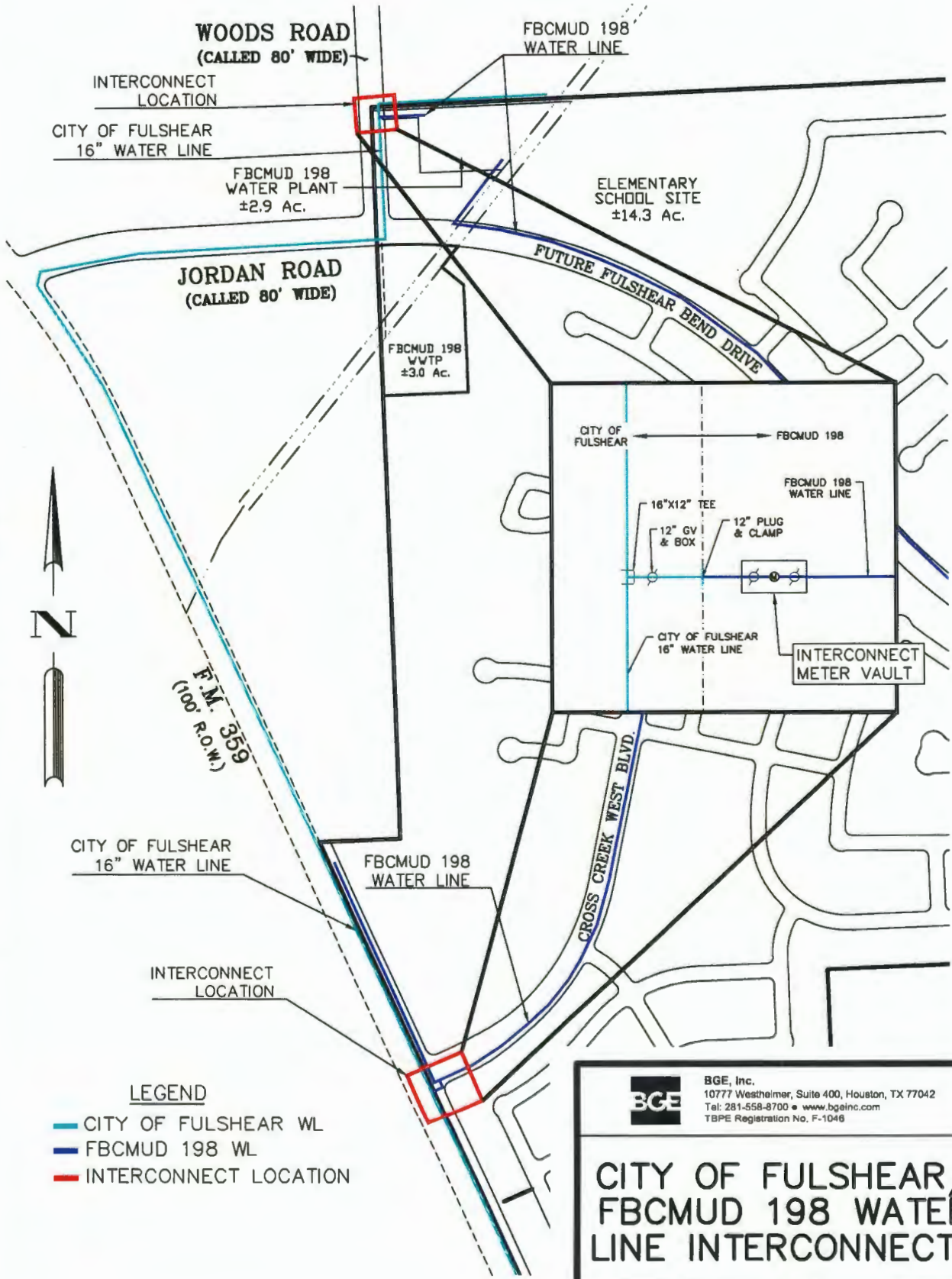
Title: _____

AGREED TO AND APPROVED THIS _____ DAY OF _____, 2021.

THE CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: _____

G:\TXH\Projects\Districts\FBCMUD198\0_General District Services\03_CADD\01_Exhibits\COF-FBC198 WL Interconnect.dwg 1:1



LEGEND

- CITY OF FULSHEAR WL
- FBCMUD 198 WL
- INTERCONNECT LOCATION



BGE, Inc.
 10777 Westheimer, Suite 400, Houston, TX 77042
 Tel: 281-558-8700 • www.bgeinc.com
 TBPE Registration No. F-1048

**CITY OF FULSHEAR/
 FBCMUD 198 WATER
 LINE INTERCONNECTS**

Scale:	Job No.:	Date:	Exhibit:
N.T.S.	3443-00	10-2021	1

**WATER LINE EASEMENT
(0.4689 Acres)**

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

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

THAT CCR WEST, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.4689 acres, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work, including but not limited to landscaping, fences and pavement. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction,

operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein.

Notwithstanding anything in this instrument to the contrary, Grantor expressly reserves the right to install pavement for sidewalks, driveways, and parking (collectively, the "Permitted Improvements") upon the surface of the Easement Tract. If all or any portion of the Permitted Improvements are damaged as a result of any work performed by or on behalf of Grantee in connection with the Facilities, Grantee shall have the responsibility for the cost of any repair or restoration thereof. Grantor shall be responsible for any damage to the Facilities resulting from Grantor's construction, installation, operation, maintenance, or repair of the Permitted Improvements. Further, Grantor shall be responsible for maintaining all of the Permitted Improvements, at its sole cost and expense, and shall keep the same in good condition and repair.

The Easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the Easement for the purposes intended. The Easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

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

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

Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

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

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

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

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

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

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

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

[Signature pages follow this page.]

EXECUTED this _____ day of _____, 2021.

GRANTOR:

CCR West, Inc.,
a Texas corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____ of CCR West, a Texas corporation, on behalf of said _____.

Notary Public, State of Texas

(NOTARY SEAL)

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

GRANTEE:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____, and _____ of the Board of Directors of Fort Bend County Municipal Utility District No. 222, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Attachment[s]:

Consent of Lienholder

Exhibit A - Description and Sketch of Easement Tract

After recording, please return to:

Mitzi Cabrera

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

CONSENT OF LIENHOLDER
(0.4689 Acres of Water Line Easement)

Capital Farm Credit, FLCA (whose address for notice is 3000 Briarcrest Dr. Suite 601, Bryan, Texas 77802), being the owner and holder of certain liens or other security interests (the "Security Interests"), against the real property described and shown in **Exhibit A** attached hereto (the "Easement Tract"), hereby:

- (a) Consents to the conveyance of the Water Line Easement to Fort Bend County Municipal Utility District No. 222 ("the District") across, along, under, over, upon, and through the Easement Tract;
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Tract, to the rights and interests created under the Water Line Easement; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the District created under the Water Line Easement.

Executed and effective as of the ____ day of _____, 2021.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

(NOTARY SEAL)

FBC MUD 222/COF WATER LINE
0.1895 OF ONE ACRE
PROPOSED WATER LINE EASEMENT

OCTOBER 18, 2021
JOB NO. 3443-00

DESCRIPTION OF A 0.1895 ACRE TRACT OF LAND SITUATED
IN THE RUFUS WRIGHT SURVEY, ABSTRACT NO. 344
FORT BEND COUNTY, TEXAS

BEING a 0.1895 acre tract (8,253 square foot) of land situated in the Rufus Wright Survey, Abstract No. 344 of Fort Bend County, Texas and being a portion of the remainder of a called 471.4 acre tract of land, designated Tract One, as described in an instrument to CCR West Inc., recorded under Clerk's File No. (C.F.N.) 2020038283 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.) and a portion of Restricted Reserve "A" of FORT BEND COUNTY MUD 198 WATER PLANT NO. 1, a subdivision per plat recorded under Plat Number 20210055 of the Fort Bend County Plat Records (F.B.C.P.R.), said 0.1895 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to said FORT BEND COUNTY MUD 198 WATER PLANT NO. 1 as cited herein:

COMMENCING at a 5/8-inch iron rod found for the Northwest corner of said FORT BEND COUNTY MUD 198 WATER PLANT NO. 1, same being the intersection of the South line of a called 1,316.47 acre tract as described in an instrument to F.H. & L. 2012 Trust U/T/A et al., recorded under C.F.N. 2012149037 of the O.P.R.F.B.C. with the East right-of-way line of Jordan Road (called 80 feet wide) (East 40 feet recorded under Volume 398, Page 094 of the Fort Bend County Deed Records (F.B.C.D.R.)), lying on the common line of said Rufus Wright Survey and the John J. Bond Survey, Abstract No. 113;

THENCE, N 87°31'41" E, along and with the South line of said 1,316.47 acre tract and the North line of said FORT BEND COUNTY MUD 198 WATER PLANT NO. 1, same being the line common to said Rufus Wright Survey and said John J. Bond Survey and the North line of a 10' street dedication to the public for right-of-way purposes, a distance of 10.00 feet to the **POINT OF BEGINNING** and Northernmost Northwest corner of the herein described tract and the Northwest corner of said Restricted Reserve "A";

THENCE, N 87°31'41" E, along and with said common line, a distance of 5.00 feet to a point for the Northeast corner of the herein described tract;

THENCE, S 02°21'18" E, over and across said Restricted Reserve "A", passing the South line of said Restricted Reserve "A" at a distance of 67.03 feet, continuing over and across said 471.4 acre tract for a total distance of 553.90 feet to a point for the Southeast corner of the herein described tract;

THENCE, S 87°02'25" W, continuing over and across said 471.4 acre tract, a distance of 59.30 feet to a point for corner of the herein described tract, lying on the line common to said 471.4 acre tract and a called 10.00 acre tract of land, designated Tract 1, as described in an instrument to Wyatt Drainage Products, Inc. recorded under C.F.N. 19946277 of the O.P.R.F.B.C., same being the line common to said Rufus Wright Survey and the Nathan Brookshire League, Abstract No. 14;

THENCE, N 01°56'30" W, along and with said common line, a distance of 15.00 feet to a 1/2-inch iron pipe found for the Northeast corner of said 10.00 acre tract and the most Westerly Northwest corner of the herein described tract, lying on the South right-of-way line of said Jordan Road;

FBC MUD 222/COF WATER LINE
0.1895 OF ONE ACRE
PROPOSED WATER LINE EASEMENT

OCTOBER 18, 2021
JOB NO. 3443-00

THENCE, N 87°02'25" E, along and with the South right-of-way line of said Jordan Road, a distance of 44.20 feet to a point for an interior corner of the herein described tract, same being a Southeast corner of said Jordan Road;

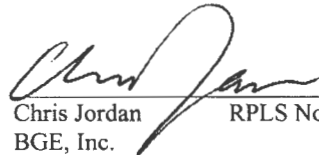
THENCE, N 02°21'18" W, along and with the East right-of-way line of said Jordan Road, a distance of 467.03 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Westernmost Southwest corner of said FORT BEND COUNTY MUD 198 WATER PLANT NO. 1 and a corner of the herein described tract;

THENCE, N 87°35'59" E, along and with the South line of said FORT BEND COUNTY MUD 198 WATER PLANT NO. 1, a distance of 10.00 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Westernmost Southwest corner of said Restricted Reserve "A" and an interior corner of the herein described tract;

THENCE, N 02°21'18" W, along and with the West line of said Restricted Reserve "A" and the East right-of-way line of said Jordan Road, a distance of 72.01 feet to the **POINT OF BEGINNING** and containing 0.1895 of one acre (8,253 square feet) of land.

The above description is not to be used for fee conveyance.

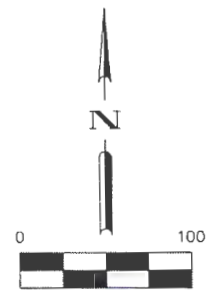



Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 87°31'41" E	10.00'
L2	N 87°31'41" E	5.00'
L3	S 87°02'25" W	59.30'
L4	N 01°56'30" W	15.00'
L5	N 87°02'25" E	44.20'
L6	N 87°35'59" E	10.00'
L7	N 02°21'18" W	72.01'

LEGEND

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



CALLED 1,316.47 ACRES
F, H, & L 2012 TRUST U/T/A ET AL.

NATHAN BROOKSHIRE LEAGUE,
ABSTRACT NO. 14
JOHN J. BOND SURVEY,
ABSTRACT NO. 113

P.O.C. — L1 — L2 — P.O.B. — JOHN J. BOND SURVEY, ABSTRACT NO. 113
RUFUS WRIGHT SURVEY, ABSTRACT NO. 344

CALLED 23.50 ACRES
PRIME LANDMARK
PROPERTIES INC.

FORT BEND COUNTY
MUD 198 WATER
PLANT NO. 1

REMAINDER OF A
CALLED 471.4 ACRES
TRACT ONE
CCR WEST, INC.

JORDAN ROAD
(WIDTH VARIES)

N 02°21'18" W 467.03'
S 02°21'18" E 553.90'

0.1895 ACRE
8,253 SQ. FT.
PROPOSED W.L.E.

CALLED 10.00 ACRES
TRACT 1
WYATT DRAINAGE
PRODUCTS, INC.

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

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

EXHIBIT OF A
0.1895 ACRE/8,253 SQ. FT.
PROPOSED W.L.E.
SITUATED IN THE
RUFUS WRIGHT SURVEY, A-344
FORT BEND COUNTY, TEXAS

Scale: 1"=100'	Job No.: 3443-00	Date: 10/2021	Drawing: 1 OF 1
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FBC MUD 222/COF WATER LINE
0.0154 OF ONE ACRE
PROPOSED 5' WIDE WATER LINE EASEMENT

OCTOBER 18, 2021
JOB NO. 3443-00

DESCRIPTION OF A 0.0154 ACRE TRACT OF LAND SITUATED
IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NO. 14
FORT BEND COUNTY, TEXAS

BEING a 0.0154 acre tract (671 square foot) of land situated in the Nathan Brookshire League, Abstract No. 14 of Fort Bend County, Texas and being a portion of Restricted Reserve "A" of FORT BEND COUNTY MUD 198 DRAINAGE CHANNEL EAST, a subdivision per plat recorded under Plat Number 20210118 of the Fort Bend County Plat Records (F.B.C.P.R.), and a portion of a called 2.537 acre tract of land described in an instrument to CCR West, Inc. recorded under Clerk's File No. 2020038283 of the Official Public Records of Fort Bend County, said 0.0154 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to said FORT BEND COUNTY MUD 198 DRAINAGE CHANNEL EAST as cited herein:

BEGINNING at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the common Northwest corner of said Restricted Reserve "A" and the herein described tract, lying on the South line of HURTADO FULSHEAR TRACT, a subdivision per plat recorded under Plat Number 20160053 of the F.B.C.P.R., lying on the East right-of-way line of F.M. 359 (width varies) as recorded under Volume 264, Page 354 of the Fort Bend County Deed Records and shown on said FORT BEND COUNTY MUD 198 DRAINAGE CHANNEL EAST;

THENCE, N 80°04'26" E, along and with the North line of said Restricted Reserve "A" and the South line of said HURTADO FULSHEAR TRACT, a distance of 5.17 feet to a point for the Northeast corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "1535-4035" found for the Northeast corner of said Restricted Reserve "A" and the Southeast corner of said HURTADO FULSHEAR TRACT, lying on the West line of Restricted Reserve "B" of CROSS CREEK WEST SECTION ONE, a subdivision per plat recorded under Plat Number 20210230 of the F.B.C.P.R. bears N 80°04'26" E, 860.35 feet;

THENCE, S 24°27'36" E, over and across said Restricted Reserve "A", a distance of 134.30 feet to a point for the Southeast corner of the herein described tract, lying on the South line of said Restricted Reserve "A" and the North line of a called 5.8505 acre tract of land as described in an instrument to Charles and Melinda Rimer, LLC recorded under Clerk's File Number 2020114504 of the Official Public Records of Fort Bend County, from which a 1/2-inch iron pipe with cap stamped "KALKOMEY" found for the Southeast corner of said Restricted Reserve "A" and the Northeast corner of said 5.8505 acre tract bears N 80°04'26" E, 808.53 feet;

THENCE, S 80°04'26" W, along and with the South line of said Restricted Reserve "A" and the North line of said 5.8505 acre tract, a distance of 5.17 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the common Southwest corner of said Restricted Reserve "A" and the herein described tract, lying on the East right-of-way line of said F.M. 359;

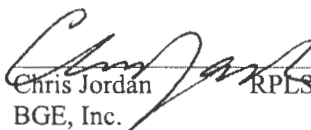
FBC MUD 222/COF WATER LINE
0.0154 OF ONE ACRE
PROPOSED 5' WIDE WATER LINE EASEMENT

OCTOBER 18, 2021
JOB NO. 3443-00

THENCE, N 24°27'36" W, along and with the West line of said Restricted Reserve "A" and the East right-of-way line of said F.M. 359, a distance of 134.30 feet to the **POINT OF BEGINNING** and containing 0.0154 of one acre (671 square feet) of land.

The above description is not to be used for fee conveyance.



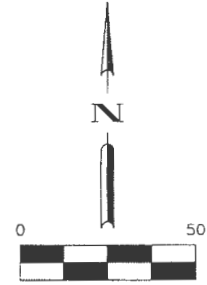

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

NATHAN BROOKSHIRE LEAGUE,
ABSTRACT NO. 14

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 80°04'26" E	5.17'
L2	S 80°04'26" W	5.17'

LEGEND

P.O.B. POINT OF BEGINNING
 P PROPERTY LINE
 SQ. FT. SQUARE FEET
 W.L.E. WATER LINE EASEMENT



0.0154 ACRE
 671 SQ. FT.
 PROPOSED
 5' WIDE W.L.E.

F.M. 359
 (WIDTH VARIES)

HURTADO
FULSHEAR TRACT

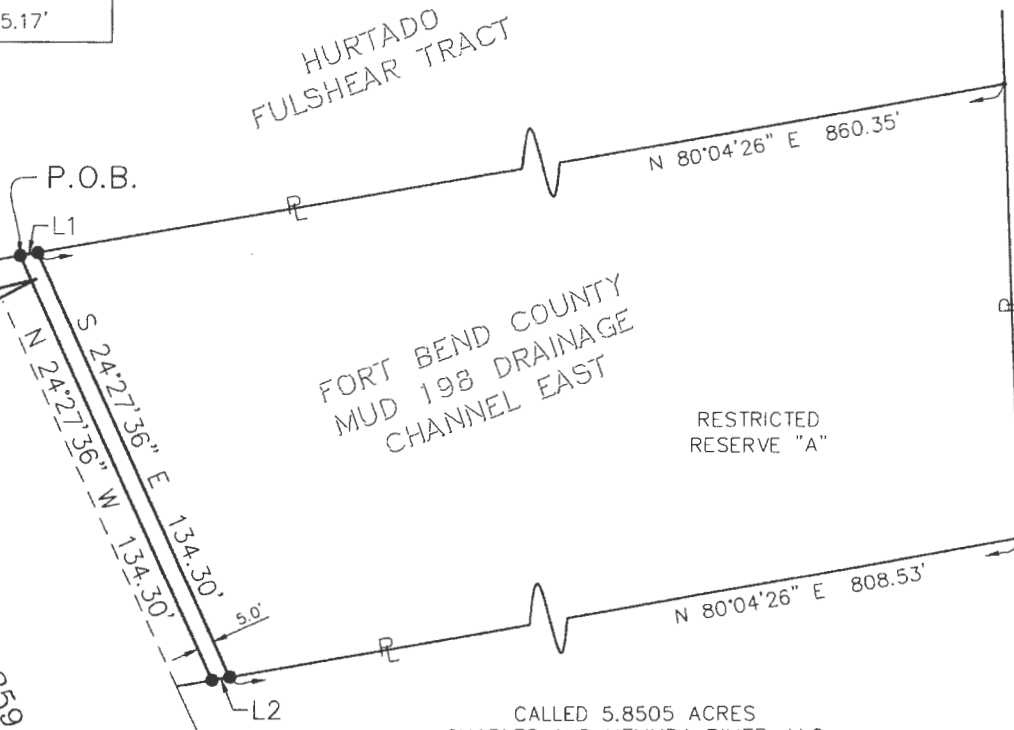
FORT BEND COUNTY
MUD 198 DRAINAGE
CHANNEL EAST

CROSS CREEK WEST
SECTION ONE

RESTRICTED
RESERVE "A"

RESTRICTED
RESERVE "B"

CALLED 5.8505 ACRES
CHARLES AND MELINDA RIMER, LLC



	BGE, Inc. 10777 Westheimer, Suite 400, Houston, TX 77042 Tel: 281-558-8700 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106500 <small>Copyright © 2021</small>		
	EXHIBIT OF A 0.0154 ACRE/671 SQ. FT. PROPOSED 5' WIDE W.L.E. SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, A-14 FORT BEND COUNTY, TEXAS		
Scale: 1"=50'	Job No.: 3443-00	Date: 10/2021	Drawing: 1 OF 1

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

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FBC MUD 222/COF WATER LINE
0.2640 OF ONE ACRE
PROPOSED 15' WIDE WATER LINE EASEMENT

OCTOBER 18, 2021
JOB NO. 3443-00

DESCRIPTION OF A 0.2640 ACRE TRACT OF LAND SITUATED
IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NO. 14
FORT BEND COUNTY, TEXAS

BEING a 0.2640 acre tract (11,499 square foot) of land situated in the Nathan Brookshire League, Abstract No. 14 of Fort Bend County, Texas and being a portion of the remainder of a called 471.4 acre tract of land, designated Tract One, as described in an instrument to CCR West, Inc. recorded under Clerk's File Number (C.F.N.) 2020038283 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), said 0.2640 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South line of a called 10.7321 acre tract of land as described in an instrument to R&S Concrete, LLC recorded under C.F.N. 2006137177 of the O.P.R.F.B.C. as cited herein:

BEGINNING at a 5/8-inch iron rod found for the common Northwest corner of said 471.4 acre tract and the herein described tract, same being the Southwest corner of said 10.7321 acre tract, lying on the Northeast right-of-way line of F.M. 359 (width varies) as recorded under Volume 264, Page 354 of the Fort Bend County Deed Records and shown per plat recorded under Plat Number 20210230 of the Fort Bend County Plat Records (F.B.C.P.R.);

THENCE, N 87°44'48" E, along and with the line common to said 471.4 acre tract and said 10.7321 acre tract, a distance of 16.20 feet to a point for the Northeast corner of the herein described tract, from which a 5/8-inch iron rod found for the Southeast corner of said 10.7321 acre tract and a Southwest corner of Restricted Reserve "B" of CROSS CREEK WEST SECTION ONE, a subdivision per plat recorded under Plat Number 20210230 of the F.B.C.P.R. bears N 87°44'48" E, 324.15 feet;

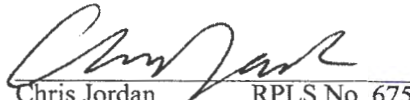
THENCE, S 24°27'36" E, over and across said 471.4 acre tract, a distance of 763.53 feet to a point for the Southeast corner of the herein described tract, lying on a Northwest line of said CROSS CREEK WEST SECTION ONE;

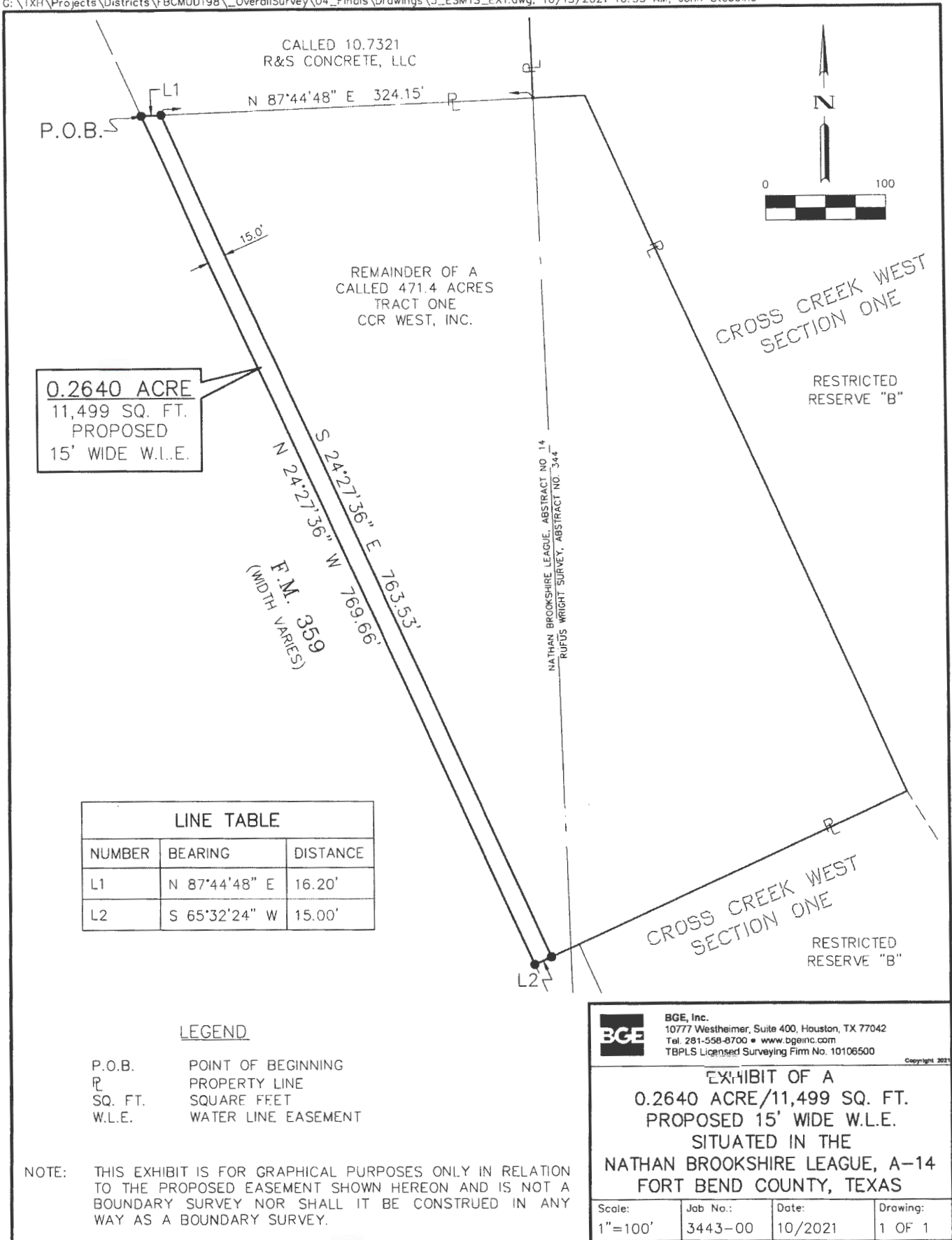
THENCE, S 65°32'24" W, along and with a Northwest line of said CROSS CREEK WEST SECTION ONE, a distance of 15.00 feet to a point for the Southwest corner of the herein described tract, lying on the Southwest line of said 471.4 acre tract and the Northeast right-of-way line of said F.M. 359;

THENCE, N 24°27'36" W, along and with the Southeast line of said 471.4 acre tract and the Northeast right-of-way line of said F.M. 359, a distance of 769.66 feet to the **POINT OF BEGINNING** and containing 0.2640 of one acre (11,499 square feet) of land.

The above description is not to be used for fee conveyance.




Chris Jordan RPLS No. 6750
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Houston, Texas 77042
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TBPLS Licensed Surveying Firm No. 10106500



0.2640 ACRE
 11,499 SQ. FT.
 PROPOSED
 15' WIDE W.L.E.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 87°44'48" E	16.20'
L2	S 65°32'24" W	15.00'

LEGEND

- P.O.B. POINT OF BEGINNING
- ⊔ PROPERTY LINE
- SQ. FT. SQUARE FEET
- W.L.E. WATER LINE EASEMENT

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

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EXHIBIT OF A
0.2640 ACRE/11,499 SQ. FT.
PROPOSED 15' WIDE W.L.E.
SITUATED IN THE
NATHAN BROOKSHIRE LEAGUE, A-14
FORT BEND COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1"=100'	3443-00	10/2021	1 OF 1