

CITY OF FULSHEAR

“FIND YOUR FUTURE IN FULSHEAR”

30603 FM 1093 WEST/ PO Box 279 ~ FULSHEAR, TEXAS 77441

PHONE: 281-346-1796 ~ FAX: 281-346-2556

www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Aaron Groff

MAYOR PRO-TEM: Debra Cates

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: John Kelly

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: Sarah B.
Johnson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING

Amended

December 14, 2021

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, December 14, 2021 AT 5:00 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 - REVEREND JACKIE GILMORE, GREATER ZACHERY MISSIONARY BAPTIST CHURCH

IV. 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.

V. 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. CITY COUNCIL MEETINGS - JANUARY 2022

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

VI. 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 NOVEMBER 16, 2021 (SPECIAL) AND NOVEMBER 16, 2021 (REGULAR)

B. CONSENT AND APPROVAL OF THE RIGHT OF ENTRY AGREEMENT BETWEEN THE NORTH FORT BEND WATER AUTHORITY AND THE CITY OF

**FULSHEAR FOR INSTALLATION OF AUTOMATED METERING
INFRASTRUCTURE AT CERTAIN CITY FACILITIES**

- C. CONSENT AND POSSIBLE ACTION TO APPROVE THE OCTOBER FINANCIAL REPORT FOR THE GENERAL AND UTILITY FUNDS**
- D. CONSENT AND APPROVAL OF PURCHASING COOPERATIVE CONTRACTS**
- E. CONSENT AND POSSIBLE ACTION TO APPROVE THE DEL WEBB FULSHEAR SECTION 3 FINAL PLAT**
- F. CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 2 FINAL PLAT**
- G. CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 3 FINAL PLAT**
- H. CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4 FINAL PLAT**
- I. CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 5 FINAL PLAT**
- J. CONSENT AND POSSIBLE ACTION TO APPROVE THE VIC AT JORDAN RANCH FINAL PLAT**
- K. CONSENT AND POSSIBLE ACTION TO APPROVE THE TAMARRON POINT STREET DEDICATION SECTION 5 FINAL PLAT**
- L. CONSENT AND POSSIBLE ACTION TO APPROVE THE SUMMERVIEW SECTION 3 FINAL PLAT**

VII. BUSINESS

- A. PROCLAMATION FOR ANDY MEYERS**
- B. PRESENTATION BY LEGAL COUNSEL OF DRAFT ILLUSTRATIVE PLAN REDISTRICTING THE CITY COUNCILMEMBER DISTRICTS BASED ON RECENTLY ISSUED 2020 CENSUS DATA AND DISCUSSION BY THE CITY COUNCIL OF DRAFT PLAN(S) AND AMENDMENTS, IF NECESSARY, TO DEVELOP A PLAN FOR FUTURE ADOPTION**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT FOR DEVELOPMENT OF A REGIONAL PARK FACILITY BY AND AMONG FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222, THE CITY OF FULSHEAR, TEXAS AND D.R. HORTON – TEXAS, LTD**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2021-1347 AMENDING AND REVISING THE SOLID WASTE RATES FOR SERVICES PROVIDED BY GREEN FOR LIFE ENVIRONMENTAL (GFL)**
- E. CONSIDERATION AND APPROVAL OF ORDINANCE 2021-1361 AMENDING AND ADOPTING THE REVISED GROUNDWATER REDUCTION FEE AS REQUIRED BY THE NORTH FORT BEND WATER AUTHORITY**
- F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A TEMPORARY OPERATIONS AGREEMENT BETWEEN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 AND THE CITY OF FULSHEAR**
- G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO.**

2021-540, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR APPROVING AND ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CITY OF FULSHEAR TO PARTICIPATE IN THE SETTLEMENTS PERTAINING THERETO

- H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1363, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING RULES AND PROCEDURES FOR THE ADOPTION OF LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE AND INTERNATIONAL BUILDING CODES**

VIII. EXECUTIVE SESSION

- A. EXECUTIVE SESSION - PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE ATTORNEY TO THE GOVERNING BODY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNING BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT**
 - i. CONFIDENTIALITY OF CERTAIN INFORMATION PERTAINING TO THE SITE OF FORMER CITY HALL**
- B. EXECUTIVE SESSION - PURSUANT TO SECTION 551.074 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE**
 - i. CITY MANAGER**

IX. ACTION FROM EXECUTIVE SESSION

- A. DISCUSSION AND POSSIBLE ACTION REGARDING THE INTRA- OR INTER-GOVERNMENTAL TRANSFER OF CERTAIN INFORMATION PERTAINING TO THE SITE OF FORMER CITY HALL**
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE—CITY MANAGER**

X. 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, December 10, 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: 12/14/2021

ITEMS: V.A.

**DATE
SUBMITTED:** 12/6/2021

DEPARTMENT: Administration

PREPARED BY: Kimberly Kopecky and Mariela
Rodriguez

PRESENTER:

SUBJECT: CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD ON
NOVEMBER 16, 2021 (SPECIAL) AND NOVEMBER 16, 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 November 16, 2021 (Special) and November 16, 2021 (Regular) meetings.

RECOMMENDATION

Staff recommends the City Council approve the minutes as prepared.

ATTACHMENTS:

Description	Upload Date	Type
11.16.2021 Draft Minutes (Special)	12/6/2021	Cover Memo
11.16.21 Draft Minutes (Regular)	12/13/2021	Cover Memo



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COUNCIL MEMBER: John Kelly

COUNCIL MEMBER: Kaye Kahlich

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: Sarah B.
Johnson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING MINUTES

November 16, 2021

I. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR GROFF AT THE IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS AT 5:31 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

JOHN KELLY

CITY STAFF PRESENT:

KIMBERLY KOPECKY

MARIELA RODRIGUEZ
JESUS ESCOBAR
JESS WASHBURN
ERIN TUREAU
CLIFF BROUHARD
ZACH GOODLANDER
KENNY SEYMOUR
JACK HARPER
BYRON BROWN
KRISTI BRASHEAR
SHARON VALIANTE

OTHERS PRESENT:

KIM STACY
JAMES BUCCIERI
TOMMY KUYKENDALL
AND APPROXIMATELY 3 OTHERS THAT DID NOT SIGN IN.

III. CITIZEN'S COMMENTS

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

KIM STACY, RESIDENT OF BOIS D'ARC SPOKE REGARDING ECONOMIC DEVELOPMENT WITHIN CITIES AND REQUESTED FOR CITY COUNCIL TO POSTPONE BUSINESS ITEM B.

TOMMY KUYKENDALL, RESIDENT OF BOIS D'ARC, STATED HE WANTED TO REITERATE ON MRS. STACY'S COMMENT. HE SPOKE ABOUT THE EDC BOARDS WORKING TOGETHER WITH COUNCIL TO ACQUIRE LAND.

IV. BUSINESS

- A. RECEIVE INITIAL ASSESSMENT REGARDING WHETHER REDISTRICTING IS REQUIRED CONSIDERING THE NEW 2020 CENSUS DATA; AND, IF SO, CONSIDER ADOPTION OF CRITERIA TO APPLY TO DEVELOPMENT OF NEW DISTRICTING PLANS, AND GUIDELINES FOR PUBLIC PARTICIPATION IN THE REDISTRICTING PROCESS**

BYRON INTRODUCED VANESSA GONZALEZ WITH BICKERSTAFF.

MS. GONZALES WENT OVER A SLIDE SHOW PRESENTATION EXPLAINING THE CRITERIA BY WHICH BICKERSTAFF USES WHEN REDISTRICTING.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE RESOLUTION NO. 2021-538 GUIDLEINES FOR PERSONS SUBMITTING SPECIFIC REDISTRICTING PROPOSALS AND PROVIDING COMMENTS. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE RESOLUTION NO. 2021-539 A RESOLUTION PROVIDING CRITERIA FOR USE IN 2021 REDISTRICTING PROCESS. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

FOR THE FULL DISCUSSION AND SLIDE SHOW PLEASE REFER TO THE CITY'S WEBSITE

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2021-1353 DIRECTING THE CITY MANAGER TO SELL SITE OF FORMER CITY HALL

JACK HARPER INTRODUCED THIS ITEM AND GAVE SOME CONTEXT ON THE POSSIBILTY OF SELLING THE FORMER CITY HALL.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO TABLE ORDINANCE NO. 2021-1353 UNTIL THE NEXT REGULAR SCHEDULED MEETING.

*THERE WAS FURTHER DISCUSSION ON THE MOTION.
MOTION DIED FOR LACK OF SECOND.*

**** FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON THE CITY'S WEBSITE****

V. EXECUTIVE SESSION

- A. EXECUTIVE SESSION - PURSUANT TO SECTION 551.074 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE**
i. CITY MANAGER

VI. ACTION FROM EXECUTIVE SESSION

THERE WAS NO EXECUTIVE SESSION.

VII. ADJOURNMENT

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

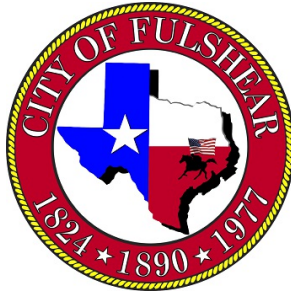
AYES: CATES, JOHNSON, KAHLICH, KELLY, MARTIN, PATTERSON, POOL
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED
MAYOR GROFF ADJOURNED THE MEETING AT 6:49 PM

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY



CITY OF FULSHEAR

29255 FM 1093 Road #12B/ PO Box 279

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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 MINUTES

November 16, 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 7:01 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

JOHN KELLY

CITY STAFF PRESENT:

KIMBERLY KOPECKY
MARIELA RODRIGUEZ
JESUS ESCOBAR
JESS WASHBURN
ERIN TUREAU
CLIFF BROUHARD
ZACH GOODLANDER
KENNY SEYMOUR
CHANDLER MARKS
KRISTI BRASHEAR
SHARON VALIANTE
BYRON BROWN
JACK HARPER
HERMAN RODRIGUEZ
CASEY LEAL

OTHERS PRESENT:

JIM EITEMN
ANGIE PETERS
COLLIN PIER
TAJANA SURLAN
AND APPROXIMATELY 12 OTHERS THAT DID NOT SIGN IN.

**III. INVOCATION - PASTOR CHARLES WISDOM, SECOND BAPTIST/FULSHEAR
POLICE CHAPLAIN**

INVOCATION WAS GIVEN BY PASTOR CHARLES WISDOM.

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

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.

JIM EITEMAN SPOKE REGARDING THE CONCERNS HE HAS WITH THE JAMES
LANE PROJECT CONSTRUCTION.

TAJANA SURLAN ASKED QUESTIONS REGARDING COMMENRCIAL REAL
ESTATE.

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

JACK HARPER INTRODUCED HERMAN RODRIGUEZ AND GAVE A BRIEF SUMMARY OF MR. RODRIGUEZ'S ACCOMPLISHMENTS.

HERMAN RODRIGUEZ'S FIRST DAY WILL BE MONDAY, DECEMBER 06, 2021.

B. CITY COUNCIL MEETINGS - DECEMBER 2021

JACK ANNOUNCED THE MEETINGS COMING UP IN DECEMBER ARE AS FOLLOWS:

- *SPECIAL JOINT MEETING WITH EDC- DECEMBER 07, 2021*
- *SPECIAL TO REPLACE THE REGULAR MEETING - DECEMBER 14, 2021*

C. KEEP FULSHEAR BEAUTIFUL FALL CLEAN UP POST EVENT REPORT

ON BEHALF OF JESS, JACK GAVE COUNCIL AN UPDATE OF THE SUCCESS OF THE EVENT.

JACK THANKED RAMONA RIDGE, AND STAFF FOR ALL OF THEIR HARD WORK PUTTING THE EVENT TOGETHER AND THANKED THE VOLUNTEERS FOR HELPING.

D. FULSHEAR'S MERRY LITTLE CHRISTMAS & TREE LIGHTING

JACK INFORMED COUNCIL THAT THIS EVENT WILL TAKE PLACE ON DECEMBER 04, 2021 FROM 6PM-9PM IN DOWNTOWN FULSHEAR.

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

JACK INTRODUCED CLIFF BROUHARD THE CITY ENGINEER TO GIVE THIS REPORT.

PER CLIFF THERE WAS AN EARLY DEMO PACKAGE SUBMITTED IN LATE OCTOBER.

CONSTRUCTION WILL START LATE NOVEMBER EARLY DECEMBER. CLIFF WENT OVER IMPORTANT DATES AND INFORMED COUNCIL THAT THIS PROJECT IS ON SCHEDULE AND THE DEMO IS ONGOING. HE EXPLAINED THE FINAL GMP IS SCHEDULED TO BE COMPLETED BY THE END OF THIS WEEK.

CLIFF ANSWERED QUESTIONS FROM COUNCIL.

FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON OUR CITY'S WEBSITE

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 TOTTALLING 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**

COUNCIL MEMBER KAHLICH REQUESTED TO PULL ITEM D FOR DISCUSSION.

COUNCIL MEMBER MARTIN REQUESTED TO PULL ITEMS E&F FOR DISCUSSION.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE ITEMS A-C AND G-K. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING MOTION:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

BYRON BROWN AND SHARON VALIANTE ANSWERED QUESTIONS FROM COUNCIL MEMBER KAHLICH.

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

JACK HARPER AND JESUS ESCOBAR ANSWERED QUESTIONS FROM COUNCIL.

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

SHARON VALIANTE ANSWERED QUESTION FROM COUNCIL.

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

IX. **BUSINESS**

A. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE FULSHEAR KATY AREA CHAMBER OF COMMERCE**

JESS WASHBURN INTRODUCED THIS ITEM AND ANSWERED QUESTIONS FROM COUNCIL.

JESS EXPLAINED THIS IS A RENEWAL OF THE 3 YEAR MOU AGREEMENT FROM JUNE 2017. SHE EXPLAINED THAT THE AGREEMENT STATES THE CITY AGREES TO FUND UP TO \$75K PER YEAR THROUGH THE TERM FOR THIS AGREEMENT FOR COMMUNITY EVENTS. IN COORDINATION WITH THE CITY, THE FULSHEAR-KATY CHAMBER OF COMMERCE, WILL HOST 3 COMMUNITY EVENTS AND 1 PARADE.

BYRON AND JESS ANSWERED QUESTIONS FROM COUNCIL.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FULSHEAR KATY AREA CHAMBER OF COMMERCE AND AUTHORIZE THE MAYOR TO EXECUTE. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

THERE WAS NO DISCUSSION OR ACTION ON THIS ITEM.

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

KRISTI BRASHEAR AND RODNEY CLARK WITH INSURERS OF TEXAS WENT OVER THE PLANS AND ANSWERED QUESTIONS FROM COUNCIL.

FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON THE CITY'S WEBSITE

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2022 EMPLOYEE HEALTHCARE BENEFITS PROGRAM. IT WAS SECONDED BY SARAH JOHNSON. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

A MOTION WAS MADE BY COUNCIL MEMBER PATTERSON TO APPROVE RESOLUTION NO. 2021-536, A RESOLUTION CASTING A BALLOT IN THE FORT BEND CENTRAL APPRAISAL DISTRICT 2021-2022 BOARD OF DIRECTORS ELECTION WITH OUR TEN VOTES BEING 2 FOR EACH OF THE 5 NOMINEES, JIM KIJ, PAUL STAMATIS, PAM GASKIN, MICHAEL ROZELL, AND DARREN FLYNT. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

ZACH GOODLANDER GAVE A BRIEF SUMMARY ON THIS ITEM. HE STATED THIS IS 3RD PHASE OF 4 OPEN PHASES OF ROAD ABANDONMENT ON KATY FULSHEAR ROAD.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE ORDINANCE NO. 2021-1358, AND ORDINANCE OF THE CITY OF FULSHEAR ABANDONING A 6.206 ACRE PORTION OF KATY FULSHEAR ROAD. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

ZACH INTRODUCED THIS ITEM. BOTH ZACH AND CHIEF ANSWERED QUESTIONS FROM COUNCIL.

*** FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON THE CITY'S WEBSITE***

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE ORDINANCE NO. 2021-1359, AN ORDINANCE REPEALING CHAPTER 38- TRAFFIC AND VEHICLES, ARTICLE III.-MOTORIZED VEHICLES, DIVISION 2. - GOLF CARTS. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

ZACH EXPLAINED THIS 1.5 ACRES IS ADJACENT TO IRENE STERN COMMUNITY CENTER AND IS BEING DONATED BY MUD 169.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO ACCEPT A DONATION DEED FOR A 1.501 ACRE PARCEL LOCATED IN THE M. AUTREY SURVEY AND IMMEDIATELY NORHT OF THE IRENE STERN COMMUNITY CENTER. IT WAS SECONDED BY COUNCIL MEMBER KAHLICH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

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

ZACH GOODLANDER SUMMARIZED THIS ITEM. PER ZACH THIS IS A 70 ACRE TRACT DOWN JAMES LANE, OWNED BY THE BRAY FAMILY. HE EXLPAINED THIS INCLUDES 38-1 ACRE HOME SITES WITH AN ALLOWANCE OF 10% INCREASE. THEY ARE OBLIGATED TO ANNEX INTO THE CITY LIMITS AFTER 90 OF CLOSING ON THE PROPERTY. IF THEY FAIL TO CLOSE ON THE PROPERTY THE AGREEMENT SUNSETS.

COLLIN PIER ANSWERED QUESTIONS FROM COUNCIL.

A MOTION WAS MADE BY MAYOR PRO-TEM CATES TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND TRI POINTE HOMES TEXAS, INC. IT WAS SECONDED BY COUNCIL MEMBER PATTERSON. THE MOTION WAS CARRIED BY THE FOLLOWING MOTION:

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

NAYS:

ABSTAIN:KAHLICH

ABSENT:

MOTION APPROVED

**** FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON THE CITY'S WEBSITE****

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

ZACH GOODLANDER EXPLAINED THIS SECOND AMENDMENT INCLUDES TWO MAIN COMPONENTS:

- 1. THIS TRACT WILL BE ANNEXED INTO MUD 175*
- 2. CODIFYING WITH THE WATER LINE ON JAMES LN*

A MOTION WAS MADE BY MAYOR PRO-TEM CATES 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 BEHALD OF THE PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175. IT WAS SECONDED BY COUNCIL MEMBER PATTERSON. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

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

JACK HARPER INTRODUCED THIS ITEM. HE EXPLAINED THAT CAROLINE ALEXANDER WILL ACT AS AN ON CALL CONSULTANT FOR HERMAN RODRIGUEZ. THIS AGREEMENT IS FOR UP TO 15 HOURS A MONTH AT A RATE OF \$150.00 PER HOUR.

A MOTION WAS MADE BY COUNCIL MEMBER MARTIN TO APPROVE AN AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES NO. 2022-001 BETWEEN THE CITY OF FULSHEAR AND ALEXANDER RESEARCHING CONSULTING FOR NO MORE THAN 15 HOURS PER MONTH AT A RATE OF \$150.00 PER HOUR. IT WAS SECONDED BY MAYOR PRO-TEM CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

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

SHARON VALIANTE GAVE A BRIEF BACKGROUND ON THIS ITEM AND EXPLAINED SOME OF THE HIGHLIGHTS OF THE MOU.

*** FOR THE FULL DISCUSSION PLEASE REFER TO THE VIDEO ON THE CITY'S WEBSITE***

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

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

MOTION APPROVED

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.

THERE WAS NO DISCUSSION OR ACTION ON THIS ITEM.

XI. ADJOURNMENT

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

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

ABSENT:

MOTION APPROVED

MAYOR GROFF ADJOURNED THE MEETING AT 9:29

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 12/14/2021 **ITEMS:** V.B.

DATE SUBMITTED: 10/31/2021 **DEPARTMENT:** Public Works

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

SUBJECT: CONSENT AND APPROVAL OF THE RIGHT OF ENTRY AGREEMENT BETWEEN THE NORTH FORT BEND WATER AUTHORITY AND THE CITY OF FULSHEAR FOR INSTALLATION OF AUTOMATED METERING INFRASTRUCUTRE AT CERTAIN CITY FACILITIES

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

This Right of Entry Agreement grants the North Fort Bend Water Authority (NFBWA) and its contractor the Right of Entry to perform the installation of Automated Metering Infrastructure (AMI) meters at each water plant located in the City of Fulshear's water system:

1. City of Fulshear Water Plant 1(3 wells), Cross Creek Ranch (CCR) Water Plant's 1 (2 wells), plant 2 (1 well), & plant 3 (1 well)
- 2.Total number of wells/meters: 7
3. Well Nos. 493 (Leyendecker Dr), 999 (Leyendecker Dr), 1286, 1306 (CCR - FM 1093), 1481 (CCR - Cross Creek Bend Dr.), 1550 (Leyendecker Dr), & 1985 (Cross Creek Bend Dr.)

In addition, the right of entry will allow the NFBWA and its agents to enter the properties to perform activities to install, operate, modify, maintain, replace and repair as necessary.

RECOMMENDATION

City Council approve and authorize the City Manager to execute the Right of Entry Agreement between the North Fort Bend Water Authority and the City of Fulshear.

ATTACHMENTS:

Description	Upload Date	Type
NFBWA Letter of Request_ROE_AMI	12/7/2021	Backup Material
NFBWA ROE_AMI Install	12/7/2021	Exhibit



November 15, 2021

City of Fulshear
J. Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX, 77024-4278

Dear City of Fulshear:

Withdrawals from the groundwater supply wells owned by City of Fulshear (the "City") are authorized annually under the combined permit of the North Fort Bend Water Authority (the "Authority"). To comply with Fort Bend Subsidence District (the "FBSD") rules, the Authority's Groundwater Reduction Plan ("GRP") currently requires that total annual aggregate groundwater withdrawals within its GRP area comprise no more than 70% of the Authority's total water demand. Beginning with permits issued in 2025, these aggregate withdrawals must be reduced to comprise no more than 40% of the total water demand. The balance of the total water demand will come from surface water and other conversion strategies. The Authority reports to FBSD the combined total of groundwater withdrawals reported by well owners such as your City that are authorized under the Authority's permit. While the total demand in the GRP area continues to grow, the available surface water is essentially a fixed amount until the Surface Water Supply Project becomes operational and begins to transport additional surface water into the Authority's boundaries.

It is extremely important to all participants in the GRP that the Authority accurately and timely report the amount of groundwater pumpage. Failure to achieve the regulatory limits will expose each well owner under the aggregate permit to assessment of disincentive fees. We are asking for your help and cooperation in this regard by entering into a Right of Entry Agreement ("Right of Entry") with the Authority to install and maintain non-intrusive automated meter reading instrumentation on your City's water wells.

The Authority is planning to install an Automated Meter Reading ("AMR") system to read all the groundwater well meters within the Authority. We have enclosed a brief summary of the AMR system for ease of reference. The Authority will pay for all costs for the system and installation once the Right of Entry is finalized. The meter will remain on the property of the City, but the instrumentation will belong to the Authority. The new equipment will not control the well, but will only collect the cumulative flow and the time of reading via a cellular network. The system will then post the information to a website where the well data will be available to the well owner or operator through secure access. Our representatives intend to collaborate with

City of Fulshear
July 20, 2021
Page 2 of 2

the City regarding maintaining plant security and appropriate access while on site for the installation.

The Right of Entry is enclosed for your review and approval. The Right of Entry includes a description of the City's well(s) that will be accessed. We ask that the City take action to execute two (2) originals of the Right of Entry in the form presented, complete with a witness attest, and acknowledged by a Texas Notary Public. **Following execution, please return both originals to North Fort Bend Water Authority, care of Allen Boone Humphries Robinson LLP, Real Estate Department (NFBWA AMR), at the address below.** The Authority will return one executed original to you and then file the second executed original of the Right of Entry with the Fort Bend County Clerk for recording in the Official Public Records of Real Property of Fort Bend County.

We would be pleased to attend the meeting of the City when they plan to consider approval of the Right of Entry if you believe it would be beneficial. Additionally, please contact us by email if you have any questions or concerns at NFBWA@bgeinc.com. On behalf of the Board of Directors of the Authority, we would like to thank you for your assistance in this matter and your continued support in helping the Authority meet the FBSD requirements for our region.

Sincerely,



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

Attachments

PLEASE SEND ORIGINALS SIGNATURE PAGES TO:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department (NFBWA AMR)

The North Fort Bend Water Authority (Authority) was created to help reduce subsidence and protect underground aquifers by providing surface water to those in the Authority's Groundwater Reduction Plan (GRP). The Authority maintains an aggregate water well permit from the Fort Bend Subsidence District (FBSD) for all Fort Bend County water wells within the Authority's GRP boundaries. The Authority currently reports the groundwater pumpage from 197 water wells and the surface water delivered to about 23 Municipal Utility Districts (MUDs) to the FBSD.

The Authority plans to install an AMR system to read all of the water well meters covered by the aggregate water well permit. The work by the Authority's contractor will involve installing an encoder on the register and a cellular endpoint transmitter on each existing well meter. The battery powered encoder is compatible with the Badger system with either pulse or encoded output meters. The Authority's contractor will replace any other meters for which a right of entry agreement has been provided. Where meter replacements are required, installation may run a couple of days. For owners with compatible meters, the installation typically takes less than a ½ day. At the time of this work, every meter will be tested and calibrated to ensure proper operation. Those calibration certificates will be provided to the owner.

The Authority will require its contractor to notify the well owner to coordinate access in advance to well sites. Authority inspectors will oversee the contractor. Once installed, the encoder requires minimal maintenance. The unit is powered by a five-year battery, the file of which can be monitored via the website. The Authority will pay for the system, installation, compatible meter, and calibration.

Automated Meter Reading (AMR) System
North Ford Bend Water Authority GRP

- **AMR System consists of a meter, encoder, transmitter, and web interface**
- **New meters will be compatible with the Badger system**
- **Authority will install the encoder and transmitter on existing compatible meters**
- **Authority will replace incompatible meters with a new compatible meter**
- **Well owner will maintain the water well meter**
- **Authority will maintain the encoder and transmitter**
- **Meter reading will be available to the well owner via a secure website**
- **The system does not control the well**

Thereafter, the well owner shall own, maintain, and operate the well meter, regardless of whether the Authority or the well owner installed it. The Authority shall own, operate, and maintain each meter reading encoder and endpoint transmitter.

The Authority will operate and maintain the AMR system and user interface. The AMR system does not replace the owner's responsibility to self-report water well meter readings but will help provide real-time data. Operators currently report monthly water pumpage but the data lags and the information available to the Authority is sometimes delayed by up to six weeks. Water pumpage can fluctuate substantially during those six weeks, especially in times of drought. In some cases, human error in reporting can also be an issue. With the AMR system, real time data is available online and will be accessible from any computer, smart phone, or other small device that can access the secure webpage over the internet. The independent reporting system can verify pumpage, prevent errors, and protect both the well owner and the Authority from errors in record keeping. This can save administrative time in pumpage reconciliations

and in preparing monthly and annual reports. With successful implementation, self-reporting requirements may be relaxed or potentially eliminated as the system proves itself. The Authority appreciates your consideration and assistance.



RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Right of Entry Agreement (this "Agreement") is entered into effective as of _____, 2021, between **CITY OF FULSHEAR**, a political subdivision of the State of Texas ("Owner"), and **NORTH FORT BEND WATER AUTHORITY**, a political subdivision of the State of Texas (the "Authority").

RECITALS

A. Owner is the owner of certain real property described on **Exhibit A** attached hereto and made a part hereof (the "Property").

B. The Authority and its designated agents desire to enter upon the Property for the purpose of installing, maintaining, modifying, repairing, operating and replacing water well meters and/or meter reading devices (collectively, the "Facilities") as necessary, in the Authority's reasonable discretion, to enable the Authority to read water well meters remotely, and accordingly, desire to acquire from Owner a right of entry for such purposes across, along, under, over, upon and through the Property.

C. Owner is willing to grant the Authority the right to enter upon the Property for the stated purposes on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Authority hereby agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Owner hereby grants to the Authority (including its agents, employees or contractors) the non-exclusive right to enter upon the Property to perform acts necessary or convenient to install, maintain, modify, repair, operate and replace the Facilities as necessary, in the Authority's reasonable discretion, to enable the Authority to read water well meters remotely (the "Work"). The right of entry herein granted shall be limited to the Work and shall not apply to any other structures, encroachments or improvements contemplated, allowed, owned or operated by the Authority.

2. The Work will be performed in compliance with applicable laws and in a good and workmanlike manner. The Authority shall notify Owner's engineer and operator in writing at least forty-eight (48) hours before commencing any of the Work on the Property. The Work will be performed during normal business hours. The Authority shall repair or replace any property or facilities located on the Property damaged as a result of the performance of the Work on a reasonable timeline, or Owner may, at its option, cause said repairs or replacements to be made and bill the Authority for all reasonable costs incurred with said repairs or replacements. Nothing in this Agreement shall be construed as a waiver by Owner of any rights or remedies in the event the Authority damages persons, property or facilities on the Property.
3. In connection with the Authority's payment or non-payment to its contractors and agents for the performance of the Work, the Authority shall not create or place, permit to be created or placed, through any act or failure to act, acquiesce in the creation or placement of, or allow to remain, any lien (statutory, constitutional or contractual), security interest or encumbrance on the Property and/or any facilities on the Property. If any such lien, security interest or other encumbrance is placed upon the Property, the Authority shall use best efforts to have it promptly removed or released.
4. In the event that the Authority's rights of access set forth in this Agreement are restricted or otherwise interfered with by a fence or other obstruction, Owner shall provide access to the Facilities to the Authority and its designated agents through such fence or obstruction (for example, by providing access through available gates or doors) upon request and as otherwise may be reasonably appropriate in connection with the Work.
5. The Facilities installed by the Authority shall be installed at the Authority's sole cost and expense. If the Authority installs a water well meter on the Property pursuant to the right of entry granted above, title to such water well meter, including any warranties, will pass to Owner automatically and free of all liens without the requirement of any further action by the parties. The Authority shall promptly return any meter and any other facilities removed by the Authority to Owner or its designated representative. Owner, and not the Authority, shall own and shall be responsible for maintaining and operating each water well meter located on the Property, regardless of whether the water well meter was installed by the Authority or Owner. Title to all meter reading devices installed on the Property by the Authority will remain with the Authority. The Authority, and not Owner, shall own and be responsible for

maintaining and operating each meter reading device installed by the Authority on the Property.

6. The Authority shall obtain and keep in force a general liability insurance policy. A certificate or certificates of insurance shall be furnished by the Authority to Owner upon the request of Owner therefor.
7. This Agreement shall in no way limit the Authority's rights under its GRP (defined below), including, without limitation, its right to require Owner to receive water from the Authority. "GRP" means that certain groundwater reduction plan adopted by the Authority's Order Establishing Groundwater Reduction Plan Fee (as may be amended from time to time), and all directives, determinations and requirements issued by the Authority, or its designee, pursuant to such order, including the Authority's Amended Rate Order, as all of same may be amended by the Authority from time to time.
8. This Agreement shall not be assignable, in whole or in part, by the Authority without the prior written consent of Owner, which consent may be granted or denied at the sole discretion of Owner.
9. 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.]

Effective as of the date set forth above.

OWNER:

CITY OF FULSHEAR

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this ___ day of _____, 2021, by _____, _____ and _____, _____, of the Board of Directors of _____, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

AGREED TO AND ACCEPTED as of the effective date set forth above, by West Harris County Regional Water Authority.

THE AUTHORITY:

NORTH FORT BEND WATER AUTHORITY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this ___ day of _____, 2021, by _____, _____ of the Board of Directors of NORTH FORT BEND WATER AUTHORITY, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Property

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department (NFBWA AMR Project)

EXHIBIT A

DESCRIPTION OF PROPERTY

Well Numbers 493 (5 Leyendecker Drive), 999 (5 Leyendecker Drive), 1286 (28228 ½ FM 1093 Rd), 1306 (28228 ½ FM 1093 Rd), 1481 (4339 ½ Cross Creek Bend), 1550 (5 Leyendecker Drive), 1985 (7903 ½ Cross Creek Bend) and all other wells located on the Property from time to time.

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

AGENDA OF: 12/14/2021 **ITEMS:** V.C.

DATE 12/3/2021 **DEPARTMENT:** Finance
SUBMITTED:

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

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

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Presented are the General Fund, Utility Fund and CCR Reserve Fund monthly financial reports for the period ended October 31, 2021. These reports represent the activity for one (1) month or 8.3% of the fiscal year. In the General Fund the total revenues are reported at 2.10% of budget and total expenditures are reported at 2.98% which both are in line with our expectations

In the Utility Fund, revenues are .89% and expenses are at .46%. 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-Oct	21-Oct
Revenues:		
Tax	0.31%	0.09%
License-Permit Revenue	16.96%	5.43%
Grant Revenue	0.00%	0.00%
Service Revenue	8.04%	5.14%
Fines-Forfeitures Revenue	5.79%	14.84%
Interest Earned	0.90%	1.37%
Other Revenue	0.50%	1.75%
Transfers	1.85%	0.00%
	4.17%	2.10%

Expenditures:

Administration	5.99%	5.44%
Human Resources	2.76%	2.61%
Municipal Court	4.51%	3.57%

Finance	4.89%	3.03%
Economic Development	3.87%	3.86%
Police	7.32%	6.83%
Emergency Management	10.97%	0.34%
Information Technology	0.00%	1.62%
Planning	0.16%	0.00%
Development Services	4.23%	5.65%
Code Enforcement	4.60%	3.93%
Communications	0.00%	3.52%
Public Works & Maint	2.82%	4.00%
Street Department	0.00%	0.06%
General Facilities	3.16%	0.66%
Transfers	0.00%	0.00%

Total	3.60%	2.98%
-------	-------	-------

Utility Fund

	20-Oct	21-Oct
--	--------	--------

Revenues:

Service Revenue	.	0.83%
	0.73%	
Interest Revenue	0.76%	1.13%
Other Revenue	2.30%	0.04%

Total	0.81%	0.89%
-------	-------	-------

Expenses:

Water/Wasterwater Oper.	2.06%	0.61%
Utility Services	1.00%	0.48%
Transfers Out	0.00%	0.00%

Total	1.60%	0.46%
-------	-------	-------

Utility Fund- CCR Reserve

	20-Oct	21-Oct
--	--------	--------

Revenues:

Interest Revenue	1.96%	0.77%
------------------	-------	-------

Total	1.96%	0.77%
-------	-------	-------

Expenses:

Non-Departmental	-1.54%	0.00%
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Total	-1.54%	0.00%
-------	--------	-------

RECOMMENDATION

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

ATTACHMENTS:

Description	Upload Date	Type
General & Utility Funds October 2021 Financial Report	12/3/2021	Backup Material



Fulshear, TX

Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		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	3,750,000.00	3,750,000.00	0.00	0.00	-3,750,000.00	0.00 %
100-41102	Property Tax - Delinquent	20,000.00	20,000.00	1,366.83	1,366.83	-18,633.17	6.83 %
100-41103	Property Tax - Penlty & Intrst	10,000.00	10,000.00	272.77	272.77	-9,727.23	2.73 %
100-41301	Sales & Use Tax Revenue	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
100-41302	Mixed Beverage Tax	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
100-41501	Franchise Revenue - Electrical	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
100-41503	Franchise Revenue - Telecomm	30,000.00	30,000.00	52.64	52.64	-29,947.36	0.18 %
100-41504	Franchise Revenue - Cable TV	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
100-41506	Franchise Revenue - Gas	72,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
100-41507	Credit Card Fees	70,000.00	70,000.00	4,491.36	4,491.36	-65,508.64	6.42 %
100-41508	Franchise Revenue -Solid Waste	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
Type: 41 - TAX & FRANCHISE FEES Total:		7,222,000.00	7,222,000.00	6,183.60	6,183.60	-7,215,816.40	0.09 %
Type: 42 - LICENSE - PERMIT REVENUE							
100-42002	Registration - HVAC	0.00	0.00	200.00	200.00	200.00	0.00 %
100-42003	Registration - Bldg Contractor	60,000.00	60,000.00	2,800.00	2,800.00	-57,200.00	4.67 %
100-42202	Permit - HVAC	95,000.00	95,000.00	9,720.00	9,720.00	-85,280.00	10.23 %
100-42203	Permit - Bldg Contractor	1,500,000.00	1,500,000.00	78,249.01	78,249.01	-1,421,750.99	5.22 %
100-42204	Permit - Plumbing	135,000.00	135,000.00	13,315.00	13,315.00	-121,685.00	9.86 %
100-42205	Permit - Solicitation	100.00	100.00	85.00	85.00	-15.00	85.00 %
100-42207	Permit - Moving & Demolition	100.00	100.00	0.00	0.00	-100.00	0.00 %
100-42208	Permit - Sign	4,000.00	4,000.00	375.00	375.00	-3,625.00	9.38 %
100-42209	Permit - Banner	1,600.00	1,600.00	0.00	0.00	-1,600.00	0.00 %
100-42210	Permit - Alarm	50,000.00	50,000.00	2,850.00	2,850.00	-47,150.00	5.70 %
100-42700	Inspection Fees	1,500,000.00	1,500,000.00	74,132.50	74,132.50	-1,425,867.50	4.94 %
Type: 42 - LICENSE - PERMIT REVENUE Total:		3,345,800.00	3,345,800.00	181,726.51	181,726.51	-3,164,073.49	5.43 %
Type: 44 - SERVICE REVENUE							
100-44000	Refund Revenue	300.00	300.00	0.00	0.00	-300.00	0.00 %
100-44001	NSF Fees	100.00	100.00	70.00	70.00	-30.00	70.00 %
100-44010	Plat Review Fees	200,000.00	200,000.00	12,405.34	12,405.34	-187,594.66	6.20 %
100-44011	Plan Review Fees	1,800,000.00	1,800,000.00	81,994.67	81,994.67	-1,718,005.33	4.56 %
100-44101	Subdiv. Infrustructure 1% Fee	1,000,000.00	1,000,000.00	59,805.17	59,805.17	-940,194.83	5.98 %
100-44250	Open Records Fees	500.00	500.00	30.00	30.00	-470.00	6.00 %
100-44251	Fingerprinting Fees	250.00	250.00	0.00	0.00	-250.00	0.00 %
100-44500	Penalties	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
Type: 44 - SERVICE REVENUE Total:		3,002,150.00	3,002,150.00	154,305.18	154,305.18	-2,847,844.82	5.14 %
Type: 45 - FINES & FORFEITURES REVENUE							
100-45001	Court Fines & Forfeitures	100,000.00	100,000.00	13,894.20	13,894.20	-86,105.80	13.89 %
100-45002	Court Fees	100,000.00	100,000.00	17,274.30	17,274.30	-82,725.70	17.27 %
100-45003	Court Deferred Dispositions	75,000.00	75,000.00	9,946.00	9,946.00	-65,054.00	13.26 %
100-45007	Court Time Payment Fees Local	2,500.00	2,500.00	130.00	130.00	-2,370.00	5.20 %
100-45011	Court-City Justice Fee	500.00	500.00	3.01	3.01	-496.99	0.60 %
Type: 45 - FINES & FORFEITURES REVENUE Total:		278,000.00	278,000.00	41,247.51	41,247.51	-236,752.49	14.84 %
Type: 46 - INTEREST REVENUE							
100-46000	Interest Revenue	20,000.00	20,000.00	273.14	273.14	-19,726.86	1.37 %
100-46001	PEG Account Interest	2.00	2.00	0.00	0.00	-2.00	0.00 %
Type: 46 - INTEREST REVENUE Total:		20,002.00	20,002.00	273.14	273.14	-19,728.86	1.37 %
Type: 47 - OTHER REVENUE							
100-47103	Suspense - Bank Corrections	0.00	0.00	-28,630.97	-28,630.97	-28,630.97	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-47150	Sale of Assets	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
100-47200	Miscellaneous Revenue	0.00	0.00	605.87	605.87	605.87	0.00 %
100-47701	Community Center - Rental	12,000.00	12,000.00	1,650.00	1,650.00	-10,350.00	13.75 %
Type: 47 - OTHER REVENUE Total:		1,512,000.00	1,512,000.00	-26,375.10	-26,375.10	-1,538,375.10	1.74 %
Type: 49 - TRANSFERS							
100-49550	Xfer In - COF Utility Fund 500	1,016,018.00	1,016,018.00	0.00	0.00	-1,016,018.00	0.00 %
100-49560	Xfer In - 4/A EDC Fund 600	196,747.00	196,747.00	0.00	0.00	-196,747.00	0.00 %
100-49562	Xfer In - 4/A Comm Events	37,500.00	37,500.00	0.00	0.00	-37,500.00	0.00 %
100-49563	Xfer In - 4/A Shared Services Fee	55,000.00	55,000.00	0.00	0.00	-55,000.00	0.00 %
100-49564	Xfer In - 4/B Shared Spaces Fee	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
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	196,747.00	196,747.00	0.00	0.00	-196,747.00	0.00 %
100-49572	Xfer In - 4/B Comm Events	37,500.00	37,500.00	0.00	0.00	-37,500.00	0.00 %
100-49573	Xfer In - 4/B Shared Services Fee	55,000.00	55,000.00	0.00	0.00	-55,000.00	0.00 %
100-49574	Xfer In - 4/B Shared Sapces Fee	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
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:		1,624,012.00	1,624,012.00	0.00	0.00	-1,624,012.00	0.00 %
Revenue Total:		17,003,964.00	17,003,964.00	357,360.84	357,360.84	-16,646,603.16	2.10 %
Expense							
Department: 120 - Administration							
ExpCategory: 52 - PERSONNEL COSTS							
100-120-5210-00	Salaries & Wages	491,934.00	491,934.00	29,696.80	29,696.80	462,237.20	6.04 %
100-120-5210-02	Overtime	500.00	500.00	309.72	309.72	190.28	61.94 %
100-120-5210-03	Auto Allowance	6,000.00	6,000.00	379.12	379.12	5,620.88	6.32 %
100-120-5216-01	Mayor Compensation	9,600.00	9,600.00	800.00	800.00	8,800.00	8.33 %
100-120-5216-02	Elected Officials Pay	25,200.00	25,200.00	2,100.00	2,100.00	23,100.00	8.33 %
100-120-5230-00	Payroll Tax Expense	42,319.00	42,319.00	2,014.47	2,014.47	40,304.53	4.76 %
100-120-5235-00	Employee Health Benefits	42,609.00	42,609.00	3,151.71	3,151.71	39,457.29	7.40 %
100-120-5238-00	Retirement Contribution	41,472.00	41,472.00	3,103.50	3,103.50	38,368.50	7.48 %
ExpCategory: 52 - PERSONNEL COSTS Total:		659,634.00	659,634.00	41,555.32	41,555.32	618,078.68	6.30 %
ExpCategory: 53 - SUPPLIES							
100-120-5311-00	Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-120-5314-00	Publications/Ref Material	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-120-5315-00	Postage	6,500.00	6,500.00	464.46	464.46	6,035.54	7.15 %
100-120-5316-00	Minor Tools & Equipment	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
100-120-5317-00	Commemoratives	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
100-120-5326-00	Uniforms/Shirts	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-120-5381-00	Meeting Expenses	5,000.00	5,000.00	528.69	528.69	4,471.31	10.57 %
ExpCategory: 53 - SUPPLIES Total:		33,000.00	33,000.00	993.15	993.15	32,006.85	3.01 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-120-5411-00	Prof. Services - Legal	430,000.00	430,000.00	32,000.00	32,000.00	398,000.00	7.44 %
100-120-5411-10	Prof. Services - Consulting	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-120-5424-00	Elections	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-120-5461-04	Codification	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
100-120-5468-01	Railroad Pipeline Rental	600.00	600.00	0.00	0.00	600.00	0.00 %
100-120-5480-00	380 Grant Agreements	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
100-120-5490-00	Grants - Sales Tax Rebates	350,000.00	350,000.00	0.00	0.00	350,000.00	0.00 %
100-120-5495-00	City Hall - Loan Payment	475,000.00	475,000.00	38,733.36	38,733.36	436,266.64	8.15 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		1,362,100.00	1,362,100.00	70,733.36	70,733.36	1,291,366.64	5.19 %
ExpCategory: 55 - OTHER CHARGES							
100-120-5520-00	Printing	650.00	650.00	55.00	55.00	595.00	8.46 %
100-120-5526-00	Public Notices	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-120-5526-01	County Recording Fees	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
100-120-5526-05	Open Records Expenses	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
100-120-5527-00	Dues & Memberships	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-120-5528-00	Travel & Training	25,000.00	25,000.00	919.86	919.86	24,080.14	3.68 %
ExpCategory: 55 - OTHER CHARGES Total:		46,900.00	46,900.00	974.86	974.86	45,925.14	2.08 %
Department: 120 - Administration Total:		2,101,634.00	2,101,634.00	114,256.69	114,256.69	1,987,377.31	5.44 %
Department: 130 - Human Resources							
ExpCategory: 52 - PERSONNEL COSTS							
100-130-5210-00	Salaries & Wages	167,419.00	167,419.00	10,307.59	10,307.59	157,111.41	6.16 %
100-130-5210-02	Overtime	500.00	500.00	22.49	22.49	477.51	4.50 %
100-130-5230-00	Payroll Tax Expense	12,486.00	12,486.00	945.24	945.24	11,540.76	7.57 %
100-130-5235-00	Employee Health Benefits	21,305.00	21,305.00	1,389.01	1,389.01	19,915.99	6.52 %
100-130-5238-00	Retirement Contribution	13,434.00	13,434.00	1,000.49	1,000.49	12,433.51	7.45 %
ExpCategory: 52 - PERSONNEL COSTS Total:		215,144.00	215,144.00	13,664.82	13,664.82	201,479.18	6.35 %
ExpCategory: 53 - SUPPLIES							
100-130-5311-00	Supplies	2,500.00	2,500.00	31.30	31.30	2,468.70	1.25 %
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	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-130-5326-00	Uniforms/Shirts	125.00	125.00	0.00	0.00	125.00	0.00 %
100-130-5381-05	Staff Relations	25,000.00	25,000.00	-450.00	-450.00	25,450.00	-1.80 %
100-130-5381-06	Staff Development Program	14,000.00	14,000.00	54.07	54.07	13,945.93	0.39 %
ExpCategory: 53 - SUPPLIES Total:		44,125.00	44,125.00	-364.63	-364.63	44,489.63	-0.83 %
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	25,000.00	100.00	100.00	24,900.00	0.40 %
100-130-5411-16	EAP Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-130-5421-00	Insurance - Real & Personal Propert	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
100-130-5421-01	Insurance - General Liability	13,964.00	13,964.00	0.00	0.00	13,964.00	0.00 %
100-130-5421-02	Insurance - Auto Liability	35,482.00	35,482.00	0.00	0.00	35,482.00	0.00 %
100-130-5421-03	Insurance W/C Contribution	63,500.00	63,500.00	0.00	0.00	63,500.00	0.00 %
100-130-5421-04	Erros & Omissions	4,612.00	4,612.00	0.00	0.00	4,612.00	0.00 %
100-130-5421-05	Insurance - Bonding	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
100-130-5467-00	Testing/Backgrounds/Supp Serv	1,000.00	1,000.00	555.00	555.00	445.00	55.50 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		257,758.00	257,758.00	655.00	655.00	257,103.00	0.25 %
ExpCategory: 55 - OTHER CHARGES							
100-130-5515-00	Advertising	1,000.00	1,000.00	100.00	100.00	900.00	10.00 %
100-130-5520-00	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
100-130-5527-00	Dues & Memberships	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
100-130-5528-00	Travel & Training	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
100-130-5531-01	Tuition Assistance Program	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		22,000.00	22,000.00	100.00	100.00	21,900.00	0.45 %
Department: 130 - Human Resources Total:		539,027.00	539,027.00	14,055.19	14,055.19	524,971.81	2.61 %
Department: 140 - Municipal Court							
ExpCategory: 52 - PERSONNEL COSTS							
100-140-5210-00	Salaries	113,093.00	113,093.00	5,981.70	5,981.70	107,111.30	5.29 %
100-140-5210-02	Overtime	500.00	500.00	64.11	64.11	435.89	12.82 %
100-140-5230-00	Payroll Tax Expense	8,690.00	8,690.00	396.16	396.16	8,293.84	4.56 %
100-140-5235-00	Employee Health Benefits	21,305.00	21,305.00	1,369.82	1,369.82	19,935.18	6.43 %
100-140-5238-00	Retirement Contribution	9,088.00	9,088.00	414.28	414.28	8,673.72	4.56 %
ExpCategory: 52 - PERSONNEL COSTS Total:		152,676.00	152,676.00	8,226.07	8,226.07	144,449.93	5.39 %
ExpCategory: 53 - SUPPLIES							
100-140-5311-00	Supplies	3,000.00	3,000.00	408.63	408.63	2,591.37	13.62 %
100-140-5314-00	Publications/Ref Material	400.00	400.00	0.00	0.00	400.00	0.00 %
100-140-5316-00	Minor Tools & Equipment	1,500.00	1,500.00	24.00	24.00	1,476.00	1.60 %
ExpCategory: 53 - SUPPLIES Total:		4,900.00	4,900.00	432.63	432.63	4,467.37	8.83 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-140-5411-00	Prof. Services - Legal	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
100-140-5411-03	Prof. Services - Judge	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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	0.00	0.00	1,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		86,500.00	86,500.00	0.00	0.00	86,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-140-5520-00	Printing	400.00	400.00	0.00	0.00	400.00	0.00 %
100-140-5527-00	Dues & Memberships	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-140-5528-00	Travel & Training	5,000.00	5,000.00	291.20	291.20	4,708.80	5.82 %
ExpCategory: 55 - OTHER CHARGES Total:		6,400.00	6,400.00	291.20	291.20	6,108.80	4.55 %
Department: 140 - Municipal Court Total:		250,476.00	250,476.00	8,949.90	8,949.90	241,526.10	3.57 %
Department: 160 - Finance							
ExpCategory: 52 - PERSONNEL COSTS							
100-160-5210-00	Salaries	407,300.00	407,300.00	14,138.84	14,138.84	393,161.16	3.47 %
100-160-5210-01	Wages	0.00	0.00	2,593.15	2,593.15	-2,593.15	0.00 %
100-160-5210-02	Overtime	500.00	500.00	11.69	11.69	488.31	2.34 %
100-160-5210-03	Auto Allowance	0.00	0.00	-8.30	-8.30	8.30	0.00 %
100-160-5230-00	Payroll Tax Expense	23,286.00	23,286.00	1,413.25	1,413.25	21,872.75	6.07 %
100-160-5235-00	Employee Health Benefits	53,262.00	53,262.00	1,158.28	1,158.28	52,103.72	2.17 %
100-160-5238-00	Retirement Contribution	24,351.00	24,351.00	1,454.77	1,454.77	22,896.23	5.97 %
100-160-5250-00	Vacation Pay Out	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		518,699.00	518,699.00	20,761.68	20,761.68	497,937.32	4.00 %
ExpCategory: 53 - SUPPLIES							
100-160-5311-00	Supplies	3,000.00	3,000.00	184.83	184.83	2,815.17	6.16 %
100-160-5314-00	Publications/Ref Materials	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-160-5316-00	Minor Tools & Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-160-5326-00	Uniforms/Shirts	500.00	500.00	0.00	0.00	500.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		6,500.00	6,500.00	184.83	184.83	6,315.17	2.84 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-160-5411-09	Prof. Services - Audit	44,000.00	44,000.00	0.00	0.00	44,000.00	0.00 %
100-160-5425-00	Merchant Service Fees	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
100-160-5426-00	Tax Assessor/Collector Fees	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
100-160-5475-00	Bank Charges	15,000.00	15,000.00	58.00	58.00	14,942.00	0.39 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		166,000.00	166,000.00	58.00	58.00	165,942.00	0.03 %
ExpCategory: 55 - OTHER CHARGES							
100-160-5527-00	Dues & Memberships	1,800.00	1,800.00	345.00	345.00	1,455.00	19.17 %
100-160-5528-00	Travel & Training	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		13,800.00	13,800.00	345.00	345.00	13,455.00	2.50 %
Department: 160 - Finance Total:		704,999.00	704,999.00	21,349.51	21,349.51	683,649.49	3.03 %
Department: 180 - Economic Development							
ExpCategory: 52 - PERSONNEL COSTS							
100-180-5210-00	Salaries	183,087.00	183,087.00	14,163.86	14,163.86	168,923.14	7.74 %
100-180-5230-00	Payroll Tax Expense	14,006.00	14,006.00	457.49	457.49	13,548.51	3.27 %
100-180-5235-00	Employee Health Benefits	21,305.00	21,305.00	576.02	576.02	20,728.98	2.70 %
100-180-5238-00	Retirement Contribution	14,647.00	14,647.00	478.43	478.43	14,168.57	3.27 %
ExpCategory: 52 - PERSONNEL COSTS Total:		233,045.00	233,045.00	15,675.80	15,675.80	217,369.20	6.73 %
ExpCategory: 53 - SUPPLIES							
100-180-5311-00	Supplies	1,250.00	1,250.00	16.88	16.88	1,233.12	1.35 %
100-180-5314-00	Publications/Ref Material	500.00	500.00	168.96	168.96	331.04	33.79 %
100-180-5316-00	Minor Tools & Equipment	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-180-5326-00	Uniforms/Shirts	150.00	150.00	0.00	0.00	150.00	0.00 %
100-180-5381-00	Meeting Expenses	2,000.00	2,000.00	81.83	81.83	1,918.17	4.09 %
ExpCategory: 53 - SUPPLIES Total:		5,900.00	5,900.00	267.67	267.67	5,632.33	4.54 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-180-5411-10	Prof. Services - Consulting	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-180-5411-14	Prof. Service Legal & Engineer	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-180-5434-00	Telecommunications	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-180-5440-00	Marketing	22,500.00	22,500.00	0.00	0.00	22,500.00	0.00 %
100-180-5472-00	Business Devlpmnt & Retention	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		112,000.00	112,000.00	0.00	0.00	112,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-180-5520-00	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
100-180-5527-00	Dues & Memberships	3,300.00	3,300.00	0.00	0.00	3,300.00	0.00 %
100-180-5527-01	Dues & Memberships - Org.	17,250.00	17,250.00	0.00	0.00	17,250.00	0.00 %
100-180-5528-00	Travel & Training	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
100-180-5530-00	Technology Maintenance	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
100-180-5531-00	Mileage	1,500.00	1,500.00	123.20	123.20	1,376.80	8.21 %
ExpCategory: 55 - OTHER CHARGES Total:		65,050.00	65,050.00	123.20	123.20	64,926.80	0.19 %
Department: 180 - Economic Development Total:		415,995.00	415,995.00	16,066.67	16,066.67	399,928.33	3.86 %
Department: 210 - Police Dept							
ExpCategory: 52 - PERSONNEL COSTS							
100-210-5210-00	Salaries	2,004,826.00	2,004,826.00	115,378.13	115,378.13	1,889,447.87	5.76 %
100-210-5210-02	Overtime	21,600.00	21,600.00	903.08	903.08	20,696.92	4.18 %
100-210-5210-03	Auto Allowance	2,400.00	2,400.00	151.64	151.64	2,248.36	6.32 %
100-210-5210-05	Holiday Worked - Wage	48,040.00	48,040.00	0.00	0.00	48,040.00	0.00 %
100-210-5230-00	Payroll Tax Expense	254,610.00	254,610.00	10,627.77	10,627.77	243,982.23	4.17 %
100-210-5235-00	Employee Health Benefits	276,962.00	276,962.00	18,296.87	18,296.87	258,665.13	6.61 %
100-210-5238-00	Retirement Contribution	165,526.00	165,526.00	11,308.75	11,308.75	154,217.25	6.83 %
ExpCategory: 52 - PERSONNEL COSTS Total:		2,773,964.00	2,773,964.00	156,666.24	156,666.24	2,617,297.76	5.65 %
ExpCategory: 53 - SUPPLIES							
100-210-5311-00	Supplies	4,300.00	4,300.00	83.89	83.89	4,216.11	1.95 %
100-210-5311-05	Supplies - Police Duty	37,260.00	37,664.20	203.34	203.34	37,460.86	0.54 %
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	67,000.00	68,064.00	2,454.90	2,454.90	65,609.10	3.61 %
100-210-5317-00	Commemoratives	500.00	500.00	0.00	0.00	500.00	0.00 %
100-210-5326-00	Uniforms/Shirts	22,600.00	22,600.00	360.92	360.92	22,239.08	1.60 %
100-210-5363-00	Fuel/Oil Expense	58,885.00	58,885.00	44.33	44.33	58,840.67	0.08 %
100-210-5363-01	Auto Repair/Maintenance	64,100.00	64,100.00	647.54	647.54	63,452.46	1.01 %
100-210-5364-00	Investigations	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
100-210-5380-00	Public Relations	1,200.00	1,200.00	94.49	94.49	1,105.51	7.87 %
ExpCategory: 53 - SUPPLIES Total:		262,345.00	263,813.20	3,889.41	3,889.41	259,923.79	1.47 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-210-5411-10	Prof. Services - Consulting	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
100-210-5434-00	Telecommunications	8,400.00	8,400.00	0.00	0.00	8,400.00	0.00 %
100-210-5467-00	Testing & Support Services	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00 %
100-210-5469-01	Equipment Rental	8,100.00	8,100.00	0.00	0.00	8,100.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		35,200.00	35,200.00	0.00	0.00	35,200.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-210-5520-00	Printing	1,500.00	1,500.00	52.00	52.00	1,448.00	3.47 %
100-210-5527-00	Dues & Memberships	2,475.00	2,475.00	0.00	0.00	2,475.00	0.00 %
100-210-5528-00	Travel & Training	22,700.00	22,700.00	3,361.13	3,361.13	19,338.87	14.81 %
100-210-5530-00	Technology Maintenance	130,250.00	130,250.00	57,707.76	57,707.76	72,542.24	44.31 %
100-210-5599-00	Vehicle Replacement Fee	197,652.00	197,652.00	16,470.92	16,470.92	181,181.08	8.33 %
ExpCategory: 55 - OTHER CHARGES Total:		354,577.00	354,577.00	77,591.81	77,591.81	276,985.19	21.88 %
ExpCategory: 56 - CAPITAL OUTLAY							
100-210-5600-00	Capital Outlay-Equipment	24,400.00	24,400.00	0.00	0.00	24,400.00	0.00 %
100-210-5600-01	Capital Outlay - Technology	32,360.00	32,360.00	0.00	0.00	32,360.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		56,760.00	56,760.00	0.00	0.00	56,760.00	0.00 %
Department: 210 - Police Dept Total:		3,482,846.00	3,484,314.20	238,147.46	238,147.46	3,246,166.74	6.83 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 230 - Emergency Management							
ExpCategory: 53 - SUPPLIES							
100-230-5311-00	Supplies	4,500.00	4,500.00	212.74	212.74	4,287.26	4.73 %
100-230-5311-01	Occupation Supplies	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
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	28,461.00	28,461.00	0.00	0.00	28,461.00	0.00 %
100-230-5317-00	Commemoratives	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
100-230-5363-00	Fuel/Oil Expense	12,800.00	12,800.00	0.00	0.00	12,800.00	0.00 %
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:	58,661.00	58,661.00	212.74	212.74	58,448.26	0.36 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-230-5411-13	Prof. Services I.T.	500.00	500.00	0.00	0.00	500.00	0.00 %
100-230-5469-01	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
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	0.00	450.00	0.00 %
100-230-5528-00	Travel & Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
	Department: 230 - Emergency Management Total:	62,911.00	62,911.00	212.74	212.74	62,698.26	0.34 %
Department: 300 - Information Technology							
ExpCategory: 52 - PERSONNEL COSTS							
100-300-5210-00	Salaries	110,905.00	110,905.00	7,534.80	7,534.80	103,370.20	6.79 %
100-300-5210-03	Auto Allowance	0.00	0.00	138.46	138.46	-138.46	0.00 %
100-300-5230-00	Payroll Tax Expnese	8,484.00	8,484.00	326.32	326.32	8,157.68	3.85 %
100-300-5235-00	Employee Health Benefits	10,652.00	10,652.00	812.62	812.62	9,839.38	7.63 %
100-300-5238-00	Retirement Contribution	8,872.00	8,872.00	341.25	341.25	8,530.75	3.85 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	138,913.00	138,913.00	9,153.45	9,153.45	129,759.55	6.59 %
ExpCategory: 53 - SUPPLIES							
100-300-5311-00	Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
100-300-5316-02	Minor Tools & Equipment	128,000.00	128,000.00	2,668.47	2,668.47	125,331.53	2.08 %
100-300-5326-00	Uniforms/Shirts	500.00	500.00	0.00	0.00	500.00	0.00 %
	ExpCategory: 53 - SUPPLIES Total:	129,000.00	129,000.00	2,668.47	2,668.47	126,331.53	2.07 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-300-5411-10	Prof. Services - Aerial/GIS Imagery	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
100-300-5411-13	Prof. Services - I.T. - Citywide	125,000.00	125,000.00	123.20	123.20	124,876.80	0.10 %
100-300-5430-00	Telecommunications - Web	15,000.00	15,000.00	5,000.00	5,000.00	10,000.00	33.33 %
100-300-5434-00	Telecommunications - City-Wide	137,000.00	137,000.00	539.83	539.83	136,460.17	0.39 %
100-300-5434-01	Telecommunications - Mobile	70,000.00	70,000.00	594.76	594.76	69,405.24	0.85 %
100-300-5469-00	Equipment Rental	50,000.00	50,000.00	2,200.95	2,200.95	47,799.05	4.40 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	457,000.00	457,000.00	8,458.74	8,458.74	448,541.26	1.85 %
ExpCategory: 55 - OTHER CHARGES							
100-300-5520-00	Printing	500.00	500.00	69.43	69.43	430.57	13.89 %
100-300-5527-00	Dues & Memberhsip (Subscription	500.00	500.00	175.00	175.00	325.00	35.00 %
100-300-5528-00	Travel & Training	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
100-300-5530-00	Technology Maintenance - Comput	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
100-300-5530-01	Technology Maintenance - Network	210,000.00	210,000.00	0.00	0.00	210,000.00	0.00 %
100-300-5540-02	Software Maintenance & IT Securit	120,000.00	120,000.00	373.46	373.46	119,626.54	0.31 %
100-300-5540-03	Software Maintenance - City-Wide	90,000.00	94,687.50	819.08	819.08	93,868.42	0.87 %
100-300-5540-04	Software Maintenance - Public Wor	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	614,500.00	619,187.50	1,436.97	1,436.97	617,750.53	0.23 %
	Department: 300 - Information Technology Total:	1,339,413.00	1,344,100.50	21,717.63	21,717.63	1,322,382.87	1.62 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 410 - Planning Services							
ExpCategory: 53 - SUPPLIES							
100-410-5311-00	Supplies	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
100-410-5314-00	Publications/Ref. Materials	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
100-410-5316-00	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	0.00	0.00	7,200.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-410-5411-10	Prof. Services - Consulting	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-410-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-410-5528-00	Travel & Training	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
	Department: 410 - Planning Services Total:	61,200.00	61,200.00	0.00	0.00	61,200.00	0.00 %
Department: 420 - Development Services							
ExpCategory: 52 - PERSONNEL COSTS							
100-420-5210-00	Salaries	669,324.00	669,324.00	37,372.97	37,372.97	631,951.03	5.58 %
100-420-5210-02	Overtimes	4,250.00	4,250.00	19.90	19.90	4,230.10	0.47 %
100-420-5210-03	Auto Allowance	0.00	0.00	68.98	68.98	-68.98	0.00 %
100-420-5230-00	Payroll Tax Expense	51,528.00	51,528.00	3,843.25	3,843.25	47,684.75	7.46 %
100-420-5235-00	Employee Health Benefits	106,524.00	106,524.00	7,803.97	7,803.97	98,720.03	7.33 %
100-420-5238-00	Retirement Contribution	50,196.00	50,196.00	4,069.64	4,069.64	46,126.36	8.11 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	881,822.00	881,822.00	53,178.71	53,178.71	828,643.29	6.03 %
ExpCategory: 53 - SUPPLIES							
100-420-5311-00	Supplies	6,000.00	6,000.00	646.33	646.33	5,353.67	10.77 %
100-420-5314-00	Publications/Ref Material	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-420-5316-00	Minor Tools & Equipment	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
100-420-5326-00	Uniforms/Shirts	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-420-5363-00	Fuel/Oil Expense	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00 %
100-420-5363-01	Auto Repair/Maintenance	7,500.00	7,500.00	177.20	177.20	7,322.80	2.36 %
	ExpCategory: 53 - SUPPLIES Total:	36,500.00	36,500.00	823.53	823.53	35,676.47	2.26 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-420-5411-10	Professional Services - Consulting	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-420-5520-00	Printing	6,000.00	6,000.00	55.00	55.00	5,945.00	0.92 %
100-420-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-420-5528-00	Travel & Training	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00 %
100-420-5599-00	Vehicle Replacement Fee	12,536.00	12,536.00	1,044.67	1,044.67	11,491.33	8.33 %
	ExpCategory: 55 - OTHER CHARGES Total:	31,536.00	31,536.00	1,099.67	1,099.67	30,436.33	3.49 %
	Department: 420 - Development Services Total:	974,858.00	974,858.00	55,101.91	55,101.91	919,756.09	5.65 %
Department: 430 - Code Enforcement							
ExpCategory: 52 - PERSONNEL COSTS							
100-430-5210-00	Salaries	50,856.00	50,856.00	3,165.02	3,165.02	47,690.98	6.22 %
100-430-5210-02	Overtime	500.00	500.00	0.00	0.00	500.00	0.00 %
100-430-5230-00	Payroll Tax Expense	3,928.00	3,928.00	293.51	293.51	3,634.49	7.47 %
100-430-5235-00	Employee Health Benefits	10,652.00	10,652.00	801.79	801.79	9,850.21	7.53 %
100-430-5238-00	Retirement Contribution	4,109.00	4,109.00	306.94	306.94	3,802.06	7.47 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	70,045.00	70,045.00	4,567.26	4,567.26	65,477.74	6.52 %
ExpCategory: 53 - SUPPLIES							
100-430-5311-00	Supplies	200.00	200.00	0.00	0.00	200.00	0.00 %
100-430-5314-00	Publications/Ref Material	300.00	300.00	0.00	0.00	300.00	0.00 %
100-430-5316-00	Minor Tools & Equipment	7,000.00	7,000.00	104.40	104.40	6,895.60	1.49 %
100-430-5326-00	Uniforms/Shirts	350.00	350.00	0.00	0.00	350.00	0.00 %
100-430-5363-00	Fuel/Oil Expense	3,400.00	3,400.00	0.00	0.00	3,400.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-430-5363-01	Auto Repair/Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
	ExpCategory: 53 - SUPPLIES Total:	13,250.00	13,250.00	104.40	104.40	13,145.60	0.79 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
100-430-5461-00	Professional Services - Demo/Prope	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
100-430-5462-00	FBC Environmental Health ILA	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	56,500.00	56,500.00	0.00	0.00	56,500.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES						
100-430-5527-00	Dues & Memberships	200.00	200.00	0.00	0.00	200.00	0.00 %
100-430-5528-00	Travel & Training	2,000.00	2,000.00	724.00	724.00	1,276.00	36.20 %
100-430-5599-00	Vehicle Replacement	4,091.00	4,091.00	340.92	340.92	3,750.08	8.33 %
	ExpCategory: 55 - OTHER CHARGES Total:	6,291.00	6,291.00	1,064.92	1,064.92	5,226.08	16.93 %
	Department: 430 - Code Enforcement Total:	146,086.00	146,086.00	5,736.58	5,736.58	140,349.42	3.93 %
	Department: 440 - Communications						
	ExpCategory: 52 - PERSONNEL COSTS						
100-440-5210-00	Salaries	68,876.00	68,876.00	4,286.59	4,286.59	64,589.41	6.22 %
100-440-5230-00	Payroll Tax Expense	5,269.00	5,269.00	397.51	397.51	4,871.49	7.54 %
100-440-5235-00	Employee Health Benefits	10,652.00	10,652.00	807.72	807.72	9,844.28	7.58 %
100-440-5238-00	Retirement Contribution	5,510.00	5,510.00	415.71	415.71	5,094.29	7.54 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	90,307.00	90,307.00	5,907.53	5,907.53	84,399.47	6.54 %
	ExpCategory: 53 - SUPPLIES						
100-440-5311-00	Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
100-440-5316-00	Minor Tools & Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
100-440-5326-00	Uniform/Shirts	500.00	500.00	0.00	0.00	500.00	0.00 %
100-440-5327-00	Marketing	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	ExpCategory: 53 - SUPPLIES Total:	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
100-440-5414-02	Keep Fulshear Beautiful	12,000.00	12,000.00	619.70	619.70	11,380.30	5.16 %
100-440-5414-03	Community Events	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	87,000.00	87,000.00	619.70	619.70	86,380.30	0.71 %
	ExpCategory: 55 - OTHER CHARGES						
100-440-5527-00	Dues & Memberships	600.00	600.00	400.00	400.00	200.00	66.67 %
100-440-5527-02	Annual Subscription Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-440-5528-00	Travel & Training	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	8,600.00	8,600.00	400.00	400.00	8,200.00	4.65 %
	Department: 440 - Communications Total:	196,907.00	196,907.00	6,927.23	6,927.23	189,979.77	3.52 %
	Department: 510 - Public Works & Maint						
	ExpCategory: 52 - PERSONNEL COSTS						
100-510-5210-00	Salaries	503,411.00	503,411.00	28,674.07	28,674.07	474,736.93	5.70 %
100-510-5210-02	Overtime	3,500.00	3,500.00	462.25	462.25	3,037.75	13.21 %
100-510-5210-03	Auto Allowance	0.00	0.00	222.54	222.54	-222.54	0.00 %
100-510-5230-00	Payroll Tax Expense	38,116.00	38,116.00	2,688.19	2,688.19	35,427.81	7.05 %
100-510-5235-00	Employee Health Benefits	74,568.00	74,568.00	4,376.76	4,376.76	70,191.24	5.87 %
100-510-5238-00	Retirement Contribution	39,861.00	39,861.00	2,840.48	2,840.48	37,020.52	7.13 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	659,456.00	659,456.00	39,264.29	39,264.29	620,191.71	5.95 %
	ExpCategory: 53 - SUPPLIES						
100-510-5311-00	Supplies	2,200.00	2,200.00	153.02	153.02	2,046.98	6.96 %
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	8,650.00	8,650.00	1,970.13	1,970.13	6,679.87	22.78 %
100-510-5326-00	Uniforms/Shirts	2,100.00	2,100.00	100.00	100.00	2,000.00	4.76 %
100-510-5363-00	Fuel/Oil Expense	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
100-510-5363-01	Auto Repair/Maintenance	12,000.00	12,000.00	55.46	55.46	11,944.54	0.46 %
	ExpCategory: 53 - SUPPLIES Total:	40,650.00	40,650.00	2,278.61	2,278.61	38,371.39	5.61 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
100-510-5411-10	Prof. Services - Consulting	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
100-510-5411-12	Professional Services - Infrastructur	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-510-5412-10	Prof Services - Engineering	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
100-510-5469-01	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		385,000.00	385,000.00	0.00	0.00	385,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-510-5527-00	Dues & Memberships	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
100-510-5528-00	Travel & Training	11,500.00	11,500.00	896.95	896.95	10,603.05	7.80 %
100-510-5599-00	Vehicle Replacement Fee	63,540.00	63,540.00	5,295.00	5,295.00	58,245.00	8.33 %
ExpCategory: 55 - OTHER CHARGES Total:		77,540.00	77,540.00	6,191.95	6,191.95	71,348.05	7.99 %
ExpCategory: 56 - CAPITAL OUTLAY							
100-510-5600-02	Capital Outlay - Vehicle	0.00	31,784.68	0.00	0.00	31,784.68	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		0.00	31,784.68	0.00	0.00	31,784.68	0.00 %
Department: 510 - Public Works & Maint Total:		1,162,646.00	1,194,430.68	47,734.85	47,734.85	1,146,695.83	4.00 %
Department: 520 - Streets							
ExpCategory: 53 - SUPPLIES							
100-520-5311-00	Supplies	11,000.00	11,000.00	377.40	377.40	10,622.60	3.43 %
100-520-5311-02	Supplies - Signage	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
100-520-5350-00	Street Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		48,000.00	48,000.00	377.40	377.40	47,622.60	0.79 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-520-5411-10	Prof. Services - Consulting	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
100-520-5432-00	Electricity - Street Lights	350,000.00	350,000.00	0.00	0.00	350,000.00	0.00 %
100-520-5472-01	Contract Services - Streets	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
100-520-5472-02	Contract Services - Markings	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
100-520-5472-03	Contract Services - Mowing	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
100-520-5472-04	Contract Services - Tree Trimming	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		522,500.00	522,500.00	0.00	0.00	522,500.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY							
100-520-5600-00	Capital Outlay - Equipment	95,000.00	95,000.00	0.00	0.00	95,000.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		95,000.00	95,000.00	0.00	0.00	95,000.00	0.00 %
Department: 520 - Streets Total:		665,500.00	665,500.00	377.40	377.40	665,122.60	0.06 %
Department: 530 - General Facilities							
ExpCategory: 53 - SUPPLIES							
100-530-5311-00	Supplies	10,000.00	10,000.00	1,195.32	1,195.32	8,804.68	11.95 %
100-530-5316-00	Minor Tools & Equipment	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		35,000.00	35,000.00	1,195.32	1,195.32	33,804.68	3.42 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-530-5422-00	Facilities Cleaning	60,000.00	60,000.00	265.99	265.99	59,734.01	0.44 %
100-530-5431-00	Electricity	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
100-530-5435-00	Pest Control Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-530-5451-00	Security Services	0.00	0.00	373.46	373.46	-373.46	0.00 %
100-530-5469-02	Facility Rental	141,120.00	141,120.00	516.00	516.00	140,604.00	0.37 %
100-530-5472-00	Contract Services	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		254,120.00	254,120.00	1,155.45	1,155.45	252,964.55	0.45 %
ExpCategory: 55 - OTHER CHARGES							
100-530-5570-01	Facilities Maintenance	50,000.00	50,000.00	625.00	625.00	49,375.00	1.25 %
100-530-5570-02	Facility Improvement	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-530-5571-00	Landscape Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		125,000.00	125,000.00	625.00	625.00	124,375.00	0.50 %
ExpCategory: 56 - CAPITAL OUTLAY							
100-530-5600-04	Capital Outlay Improvements	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Department: 530 - General Facilities Total:		449,120.00	449,120.00	2,975.77	2,975.77	446,144.23	0.66 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		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	6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	0.00 %
ExpCategory: 59 - TRANSFERS Total:		6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	0.00 %
Department: 900 - Transfers Total:		6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	0.00 %
Expense Total:		18,553,618.00	18,591,558.38	553,609.53	553,609.53	18,037,948.85	2.98 %
Fund: 100 - GENERAL FUND Surplus (Deficit):		-1,549,654.00	-1,587,594.38	-196,248.69	-196,248.69	1,391,345.69	12.36 %
Fund: 500 - FULSHEAR UTILITY FUND							
Revenue							
Type: 41 - TAX & FRANCHISE FEES							
500-41507	Credit Card Fees	60,000.00	60,000.00	8,319.12	8,319.12	-51,680.88	13.87 %
Type: 41 - TAX & FRANCHISE FEES Total:		60,000.00	60,000.00	8,319.12	8,319.12	-51,680.88	13.87 %
Type: 44 - SERVICE REVENUE							
500-44001	NSF FEES	0.00	0.00	70.00	70.00	70.00	0.00 %
500-44102	Residential Water	1,200,000.00	1,200,000.00	160.66	160.66	-1,199,839.34	0.01 %
500-44103	Commercial Water	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
500-44105	Irrigation Water	300,000.00	300,000.00	-1,660.01	-1,660.01	-301,660.01	0.55 %
500-44106	Residential Sewer	1,200,000.00	1,200,000.00	22.67	22.67	-1,199,977.33	0.00 %
500-44107	Commercial Sewer	300,000.00	300,000.00	7.50	7.50	-299,992.50	0.00 %
500-44300	Water & Sewer Taps	1,600,000.00	1,600,000.00	80,317.29	80,317.29	-1,519,682.71	5.02 %
500-44310	Builder Backcharges	20,000.00	20,000.00	167.15	167.15	-19,832.85	0.84 %
500-44500	Penalties	50,000.00	50,000.00	15,608.25	15,608.25	-34,391.75	31.22 %
500-44503	Sanitation Revenue	700,000.00	700,000.00	-5,407.74	-5,407.74	-705,407.74	0.77 %
500-44600	NFBWA Pumpage Fees	3,600,000.00	3,600,000.00	-804.05	-804.05	-3,600,804.05	0.02 %
500-44700	Cap. Recovery Fee	1,280,000.00	1,280,000.00	0.00	0.00	-1,280,000.00	0.00 %
Type: 44 - SERVICE REVENUE Total:		10,650,000.00	10,650,000.00	88,481.72	88,481.72	-10,561,518.28	0.83 %
Type: 46 - INTEREST REVENUE							
500-46000	Interest Revenue	11,000.00	11,000.00	124.54	124.54	-10,875.46	1.13 %
Type: 46 - INTEREST REVENUE Total:		11,000.00	11,000.00	124.54	124.54	-10,875.46	1.13 %
Type: 47 - OTHER REVENUE							
500-47155	NFBWA Rebate	75,000.00	75,000.00	0.00	0.00	-75,000.00	0.00 %
500-47200	Miscellaneous Revenue	50,000.00	50,000.00	49.99	49.99	-49,950.01	0.10 %
Type: 47 - OTHER REVENUE Total:		125,000.00	125,000.00	49.99	49.99	-124,950.01	0.04 %
Revenue Total:		10,846,000.00	10,846,000.00	96,975.37	96,975.37	-10,749,024.63	0.89 %
Expense							
Department: 100 - 100							
ExpCategory: 52 - PERSONNEL COSTS							
500-100-5210-00	Salaries	510,491.00	510,491.00	14,430.19	14,430.19	496,060.81	2.83 %
500-100-5210-02	Overtime	16,000.00	16,000.00	3,360.29	3,360.29	12,639.71	21.00 %
500-100-5230-00	Payroll Expenses	40,277.00	40,277.00	1,597.90	1,597.90	38,679.10	3.97 %
500-100-5235-00	Employee Health Benefits	95,872.00	95,872.00	2,003.14	2,003.14	93,868.86	2.09 %
500-100-5238-00	Retirement Contribution	42,119.00	42,119.00	1,738.94	1,738.94	40,380.06	4.13 %
500-100-5239-00	Worker's Compensation	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		706,259.00	706,259.00	23,130.46	23,130.46	683,128.54	3.28 %
ExpCategory: 53 - SUPPLIES							
500-100-5311-00	Supplies	6,000.00	6,000.00	1,058.08	1,058.08	4,941.92	17.63 %
500-100-5316-00	Minor Tools & Equipment	15,000.00	15,000.00	1,648.47	1,648.47	13,351.53	10.99 %
500-100-5324-00	Chemicals	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
500-100-5326-00	Uniforms	6,000.00	6,000.00	419.99	419.99	5,580.01	7.00 %
500-100-5363-00	Fuel/Oil	16,000.00	16,000.00	122.52	122.52	15,877.48	0.77 %
500-100-5363-01	Auto Repair/Maintenance	11,200.00	11,200.00	400.38	400.38	10,799.62	3.57 %
ExpCategory: 53 - SUPPLIES Total:		254,200.00	254,200.00	3,649.44	3,649.44	250,550.56	1.44 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
500-100-5411-00	Prof. Services - Legal	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
500-100-5411-10	Prof. Service - Comp Planning	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500-100-5411-11	Prof. Services - Engineering	100,000.00	122,446.12	0.00	0.00	122,446.12	0.00 %
500-100-5421-00	Real & Personal Property Insurance	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
500-100-5421-01	General Liability Insurance	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
500-100-5421-02	Auto Liability Insurance	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
500-100-5421-03	Worker's Compensation - Insurance	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
500-100-5421-04	Errors & Omissions	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
500-100-5431-01	Electricity - Water Plant	222,000.00	222,000.00	0.00	0.00	222,000.00	0.00 %
500-100-5431-02	Electricity - Lift Station	42,000.00	42,000.00	0.00	0.00	42,000.00	0.00 %
500-100-5431-03	Electricity - Sewer Plant	183,400.00	183,400.00	0.00	0.00	183,400.00	0.00 %
500-100-5450-00	Sludge Hauling	170,000.00	170,000.00	0.00	0.00	170,000.00	0.00 %
500-100-5463-01	Facilities Lease	243,540.00	243,540.00	14,345.00	14,345.00	229,195.00	5.89 %
500-100-5465-00	Facilities Lease	3,600,000.00	3,600,000.00	0.00	0.00	3,600,000.00	0.00 %
500-100-5466-00	Lab Testing	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
500-100-5472-03	Contract Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		4,821,940.00	4,844,386.12	14,345.00	14,345.00	4,830,041.12	0.30 %
ExpCategory: 55 - OTHER CHARGES							
500-100-5510-04	Water System Maintenance	210,000.00	210,000.00	0.00	0.00	210,000.00	0.00 %
500-100-5510-05	Lift Station Maintenance	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
500-100-5510-06	Tapping Fees - W/S Contract	922,000.00	922,000.00	0.00	0.00	922,000.00	0.00 %
500-100-5510-07	Sewer System Maintenance	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
500-100-5511-00	Water System Maintenance	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
500-100-5512-00	Water Conservation Program	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
500-100-5515-02	Permits	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
500-100-5528-00	Travel & Training	8,000.00	8,000.00	1,150.69	1,150.69	6,849.31	14.38 %
500-100-5599-00	Vehicle Replacement Program	19,976.00	19,976.00	1,664.67	1,664.67	18,311.33	8.33 %
ExpCategory: 55 - OTHER CHARGES Total:		1,382,476.00	1,382,476.00	2,815.36	2,815.36	1,379,660.64	0.20 %
ExpCategory: 56 - CAPITAL OUTLAY							
500-100-5600-02	Capital Outlay - Vehicle	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 100 - 100 Total:		7,239,875.00	7,262,321.12	43,940.26	43,940.26	7,218,380.86	0.61 %
Department: 170 - Utility Services							
ExpCategory: 52 - PERSONNEL COSTS							
500-170-5210-00	Salaries	146,535.00	146,535.00	6,008.62	6,008.62	140,526.38	4.10 %
500-170-5210-02	Overtime	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
500-170-5230-00	Payroll Tax Expense	11,325.00	11,325.00	598.67	598.67	10,726.33	5.29 %
500-170-5235-00	Employee Health Benefits	31,958.00	31,958.00	1,943.74	1,943.74	30,014.26	6.08 %
500-170-5238-00	Retirement Contribution	11,843.00	11,843.00	643.93	643.93	11,199.07	5.44 %
ExpCategory: 52 - PERSONNEL COSTS Total:		203,161.00	203,161.00	9,194.96	9,194.96	193,966.04	4.53 %
ExpCategory: 53 - SUPPLIES							
500-170-5311-00	Supplies	2,500.00	2,500.00	39.88	39.88	2,460.12	1.60 %
500-170-5314-00	Publications/Reference Materials	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
500-170-5315-00	Postage	28,600.00	28,600.00	23.30	23.30	28,576.70	0.08 %
500-170-5316-00	Minor Tools & Equipment	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00 %
500-170-5326-00	Uniforms/Shirts	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500-170-5380-00	Public Relations	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		48,100.00	48,100.00	63.18	63.18	48,036.82	0.13 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
500-170-5411-10	Professional Services - Consulting	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
500-170-5425-00	Merchant Service Fees	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
500-170-5461-02	Contract - Sanitation Services	1,596,000.00	1,596,000.00	0.00	0.00	1,596,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		1,631,500.00	1,631,500.00	0.00	0.00	1,631,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
500-170-5515-00	Advertising	200.00	200.00	0.00	0.00	200.00	0.00 %
500-170-5520-00	Printing	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
500-170-5527-00	Dues & Membership	550.00	550.00	0.00	0.00	550.00	0.00 %
500-170-5528-00	Travel & Training	3,000.00	3,000.00	449.00	449.00	2,551.00	14.97 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500-170-5535-00 Equipment Maintenance	127,000.00	127,000.00	0.00	0.00	127,000.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:	145,750.00	145,750.00	449.00	449.00	145,301.00	0.31 %
Department: 170 - Utility Services Total:	2,028,511.00	2,028,511.00	9,707.14	9,707.14	2,018,803.86	0.48 %
Department: 900 - Transfers						
ExpCategory: 59 - TRANSFERS						
500-900-5900-10 Xfer Out - Gen Fund 100	1,016,018.00	1,016,018.00	0.00	0.00	1,016,018.00	0.00 %
500-900-5900-30 Xfer Out - Fund 300	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
500-900-5900-51 Xfer Out - COF Capital Project Fund	1,280,000.00	1,280,000.00	0.00	0.00	1,280,000.00	0.00 %
ExpCategory: 59 - TRANSFERS Total:	2,421,018.00	2,421,018.00	0.00	0.00	2,421,018.00	0.00 %
Department: 900 - Transfers Total:	2,421,018.00	2,421,018.00	0.00	0.00	2,421,018.00	0.00 %
Expense Total:	11,689,404.00	11,711,850.12	53,647.40	53,647.40	11,658,202.72	0.46 %
Fund: 500 - FULSHEAR UTILITY FUND Surplus (Deficit):	-843,404.00	-865,850.12	43,327.97	43,327.97	909,178.09	-5.00 %
Fund: 551 - CCR Reserve						
Revenue						
Type: 46 - INTEREST REVENUE						
551-46000 Interest Revenue	15,000.00	15,000.00	115.82	115.82	-14,884.18	0.77 %
Type: 46 - INTEREST REVENUE Total:	15,000.00	15,000.00	115.82	115.82	-14,884.18	0.77 %
Revenue Total:	15,000.00	15,000.00	115.82	115.82	-14,884.18	0.77 %
Expense						
Department: 000 - Non-Departmental						
ExpCategory: 57 - Capital Projects - Drainage, FPT, Water						
551-000-5701-03 Water Meter Updates - W21D	444,600.00	444,600.00	0.00	0.00	444,600.00	0.00 %
551-000-5702-00 CCR Well #1 & Well #3 Air Stripper I	598,000.00	598,000.00	0.00	0.00	598,000.00	0.00 %
551-000-5702-07 Polyphosphate Feed System Project	526,550.00	526,550.00	0.00	0.00	526,550.00	0.00 %
ExpCategory: 57 - Capital Projects - Drainage, FPT, Water Total:	1,569,150.00	1,569,150.00	0.00	0.00	1,569,150.00	0.00 %
ExpCategory: 58 - Capital Projects - Streets & Wastewater						
551-000-5800-05 CCR WWTP Odor Control - WW21G	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
551-000-5800-06 W21A CCR Water AMI Improvemen	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
551-000-5801-07 Emergency Equipment Purchases -	145,000.00	145,000.00	0.00	0.00	145,000.00	0.00 %
ExpCategory: 58 - Capital Projects - Streets & Wastewater Total:	595,000.00	595,000.00	0.00	0.00	595,000.00	0.00 %
Department: 000 - Non-Departmental Total:	2,164,150.00	2,164,150.00	0.00	0.00	2,164,150.00	0.00 %
Expense Total:	2,164,150.00	2,164,150.00	0.00	0.00	2,164,150.00	0.00 %
Fund: 551 - CCR Reserve Surplus (Deficit):	-2,149,150.00	-2,149,150.00	115.82	115.82	2,149,265.82	-0.01 %
Report Surplus (Deficit):	-4,542,208.00	-4,602,594.50	-152,804.90	-152,804.90	4,449,789.60	3.32 %

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

AGENDA OF: 12/14/2021

ITEMS: V.D.

**DATE
SUBMITTED:** 12/6/2021

DEPARTMENT: Finance

PREPARED BY: Cassie Leal

PRESENTER:

SUBJECT: CONSENT AND APPROVAL OF PURCHASING COOPERATIVE CONTRACTS

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

City staff desires the ability to purchase goods and services through various purchasing cooperatives when in the City's interest. Most cooperative programs require an executed interlocal contract. Chapter 791 of the Texas Government Code requires that an interlocal contract for the use of a purchasing cooperative must be authorized by the governing body of the City.

The cooperatives that staff currently uses or anticipate using are listed on the attached list of cooperative contracts..

RECOMMENDATION

City staff recommends approval of the attached list and attached interlocal agreements.

ATTACHMENTS:

Description	Upload Date	Type
List of cooperative contract.	12/8/2021	Backup Material
Region 4 Interlocal Agreement	12/6/2021	Backup Material
Omnia Partners Interlocal Agreement	12/6/2021	Backup Material

<u>Coop Name</u>	<u>Supervising Organization</u>
Buyboard	The Local Government Purchasing Cooperative
DIR	Texas Department of Information Resources
OMNIA Partners	National Intergovernmental Purchasing Alliance Company
Choice Partners	Harris County Department of Education
Sourcewell	State of Minnesota
TIPS	Region 8 Education Service Center
HGAC Buy	Houston Galveston Area Council
None	Tarrant County
Region 6 (epic 6)	Region 6 Educational Service Center

INTERLOCAL AGREEMENT
Region 6 Education Service Center (RESC 6)
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

TEXAS PUBLIC ENTITY / DISTRICT MEMBER

Region 6 Education Service Center
3332 Montgomery Road, Huntsville, TX 77340 County-District Number: 236-950

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Property Co-ownership:

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

Roles of the EPIC6 Purchasing Cooperative:

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit a monthly report of purchases and /or copies of Purchase Orders to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation unless otherwise agreed by the parties in writing at the time of the dispute.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.

No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

Authorization:

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Entity or District Name

Region 6 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region 6 ESC

Date: _____

Date: _____

Public Entity Contact Information

Primary Purchasing Person Name

Street Address

City, State

Zip

Telephone Number

Fax Number

Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the EPIC 6 website and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

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

AGENDA OF: 12/14/2021 **ITEMS:** V.E.
DATE 12/5/2021 **DEPARTMENT:** Building Services
SUBMITTED:

PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER
SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE DEL WEBB FULSHEAR SECTION 3
FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer’s review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: November 18, 2021 Date Received by the City of Fulshear: _____
 Subdivision: Del Webb Fulshear Section 3 Development: Del Webb Fulshear

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: A SUBDIVISION OF 13.352 ACRES OF LAND SITUATED IN THE JOHN RANDONLEAGUE, ABSTRACT 76, CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

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

Total Acreage: 13.352
 Number of Streets: 3
 Number of Lots: 21
 Number and Types of Reserves: 3 (landscape/open space)
 Total Acres in Reserve: 7.256

Owner: Pulte Homes of Texas, LP
 Address: 1311 Broadfield Boulevard, Suite 100
 City/State: Houston, Texas 77084
 Telephone: (281) 749-8000
 Email Address: edeao@lja.com

Engineer/Planner: LJA Engineering, Inc
 Contact Person: Zach Zarse
 Telephone: (713) 580-4100
 Fax Number: _____
 Email Address: zzarse@lja.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$938.80</u>
Park Fees (due at Final Plat Application)	_____

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

Zach Zarse

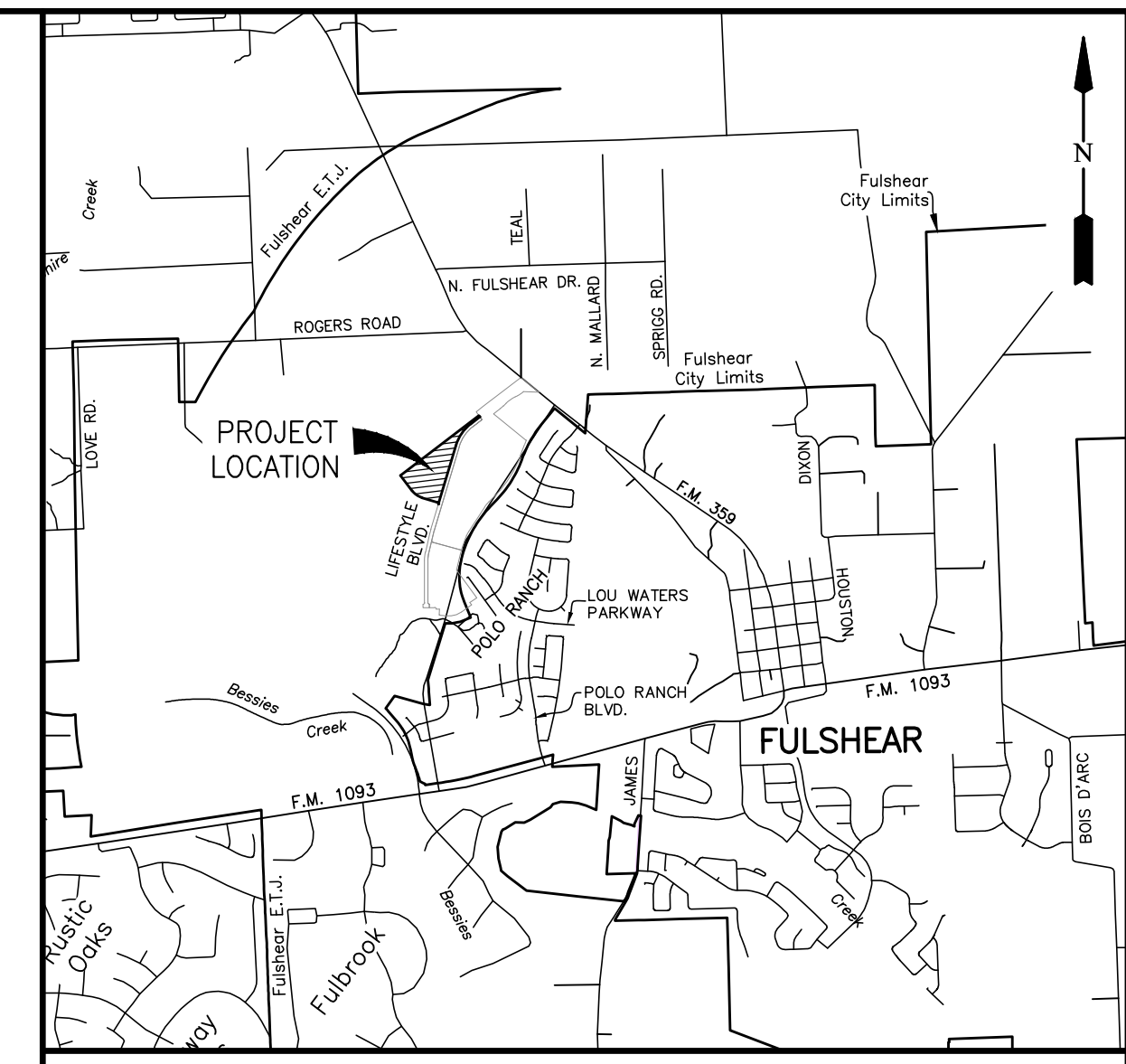
Zach Zarse / CAD - Platting

November 18, 2021

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE



VICINITY MAP
SCALE: 1" = 3,000'
KEY MAP NO. 522L

STATE OF TEXAS
COUNTY OF FORT BEND

WE, PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP ACTING BY AND THROUGH PATRICK DUGGAN, VICE PRESIDENT—LAND DEVELOPMENT, BEING AN OFFICER OF PULTE NEVADA I LLC, A DELAWARE LIMITED LIABILITY COMPANY GENERAL PARTNER, PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP, OWNERS OF THE 13.352 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF DEL WEBB FULSHEAR SECTION 3, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT 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 (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, IF APPLICABLE), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE 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 EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE 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 DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE 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 PLANE 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. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF DEL WEBB FULSHEAR SECTION 3 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP BY: PULTE NEVADA I LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS GENERAL PARTNER, HAS CAUSED THESE PRESENTS TO BE SIGNED BY PULTE NEVADA I LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, THEREUNTO AUTHORIZED, BY ITS VICE PRESIDENT—LAND DEVELOPMENT, PATRICK DUGGAN, THIS _____ DAY OF _____, 2021.

PULTE HOMES OF TEXAS, L.P.
A TEXAS LIMITED PARTNERSHIP

BY: PULTE NEVADA I LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
PATRICK DUGGAN, VICE PRESIDENT—LAND DEVELOPMENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICK DUGGAN, VICE PRESIDENT—LAND DEVELOPMENT, OF PULTE NEVADA I LLC, A DELAWARE LIMITED LIABILITY COMPANY, GENERAL PARTNER, OF PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, 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 HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED.

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

THIS PLAT OF DEL WEBB FULSHEAR SECTION 3 IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS THIS _____ DAY OF _____, 2021.

AMY PEARCE, CHAIR

DAR HAKIMZADEH, CO-CHAIRMAN

THIS PLAT OF DEL WEBB FULSHEAR SECTION 3 WAS APPROVED ON _____, 2021 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 FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS WITHIN SIX (6) MONTHS HEREAFTER.

AARON GROFF, MAYOR

KIMBERLY KOPECKY, CITY SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2021 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

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

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

LEGAL DESCRIPTION:

BEING A TRACT CONTAINING 13.352 ACRES OF LAND LOCATED IN THE JOHN RANDON LEAGUE, ABSTRACT NUMBER 76 AND THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NUMBER 29 IN FORT BEND COUNTY, TEXAS; SAID 13.352 ACRE TRACT BEING A PORTION OF A CALL 82.509 ACRE TRACT OF LAND RECORDED IN THE NAME OF PULTE HOMES OF TEXAS, L.P. IN FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NUMBER 2021038400; SAID 13.352 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD '83, SOUTH CENTRAL ZONE, AS DERIVED FROM G.P.S. OBSERVATIONS):

BEGINNING AT A 5/8-INCH CAPPED IRON ROD FOUND AT THE MOST WESTERLY CORNER OF SAID 82.509 ACRE TRACT;

THENCE, WITH A NORTHWESTERLY LINE OF SAID 82.509 ACRE TRACT, NORTH 52 DEGREES 36 MINUTES 23 SECONDS EAST, A DISTANCE OF 1709.03 FEET TO A 5/8-INCH CAPPED IRON ROD SET, FROM WHICH A 5/8-INCH CAPPED IRON ROD FOUND FOR A NORTHWESTERLY CORNER OF SAID 82.509 ACRE TRACT BEARS NORTH 52 DEGREES 36 MINUTES 23 SECONDS EAST, A DISTANCE OF 180.88 FEET;

THENCE, THROUGH AND ACROSS SAID 82.509 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 37 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8-INCH CAPPED IRON ROD SET;
 - 2) SOUTH 52 DEGREES 36 MINUTES 23 SECONDS WEST, A DISTANCE OF 199.30 FEET TO A 5/8-INCH CAPPED IRON ROD FOUND;
 - 3) 458.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 59 MINUTES 32 SECONDS, A RADIUS OF 730.00 FEET AND A CHORD WHICH BEARS SOUTH 34 DEGREES 36 MINUTES 37 SECONDS WEST, A DISTANCE OF 451.07 FEET TO A 5/8-INCH CAPPED IRON ROD SET;
 - 4) SOUTH 16 DEGREES 36 MINUTES 51 SECONDS WEST, A DISTANCE OF 1514.29 FEET TO A 5/8-INCH CAPPED IRON ROD FOUND ON THE WESTERLY LINE OF SAID 82.509 ACRE TRACT;
- THENCE, WITH SAID NORTHWESTERLY LINE, THE FOLLOWING FOUR (4) COURSES:
- 1) 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS NORTH 28 DEGREES 23 MINUTES 09 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH CAPPED IRON ROD FOUND;
 - 2) NORTH 73 DEGREES 23 MINUTES 09 SECONDS WEST, A DISTANCE OF 282.64 FEET TO A 5/8-INCH CAPPED IRON ROD FOUND;
 - 3) 207.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 59 MINUTES 32 SECONDS, A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS NORTH 55 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 203.91 FEET TO A 5/8-INCH CAPPED IRON ROD FOUND;
 - 4) NORTH 37 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 334.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.352 ACRES OF LAND.

FINAL PLAT OF
DEL WEBB FULSHEAR
SECTION 3

A SUBDIVISION OF 13.352 ACRES OF LAND SITUATED IN THE JOHN RANDON LEAGUE, ABSTRACT NUMBER 76 AND THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NUMBER 29, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

21 LOTS 3 RESERVES (7.256 ACRES) 2 BLOCKS
NOVEMBER 18, 2021 JOB NO. 1680-8005.310

OWNERS:
PULTE HOMES OF TEXAS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: PULTE NEVADA I LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER
PATRICK DUGGAN, VICE PRESIDENT—LAND DEVELOPMENT
1311 BROADFIELD BOULEVARD, SUITE 100, HOUSTON, TEXAS 77084
PH: (281) 749-8000

SURVEYOR: **GBI PARTNERS**
LAND SURVEYING CONSULTANTS
1724 VISTA ROAD • PASADENA, TX 77069
PHONE: 281-489-4539 • GBSurvey@GBISurvey.com
TBPELS FIRM # 10130300 • www.GBISurvey.com

ENGINEER: **LJA Engineering, Inc.**
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	90°00'00"	39.27'	N 28°23'09" W	35.36'
C2	330.00'	35°59'30"	207.30'	N 59°23'24" W	203.91'
C3	730.00'	35°59'30"	458.57'	S 34°36'37" W	451.07'
C4	300.00'	35°59'30"	188.45'	N 59°23'24" W	185.37'
C5	25.00'	86°31'55"	37.76'	N 09°52'21" E	34.27'
C6	25.00'	90°00'00"	39.27'	S 82°23'37" E	35.36'
C7	25.00'	89°59'58"	39.27'	S 82°23'38" E	35.36'
C8	50.00'	242°10'55"	211.34'	S 06°18'09" E	85.63'
C9	25.00'	62°10'55"	27.13'	S 83°41'51" W	25.82'
C10	25.00'	90°00'02"	39.27'	S 07°36'22" W	35.36'
C11	270.00'	35°59'30"	169.61'	N 59°23'24" E	166.83'
C12	25.00'	89°59'59"	39.27'	N 61°36'52" E	35.36'

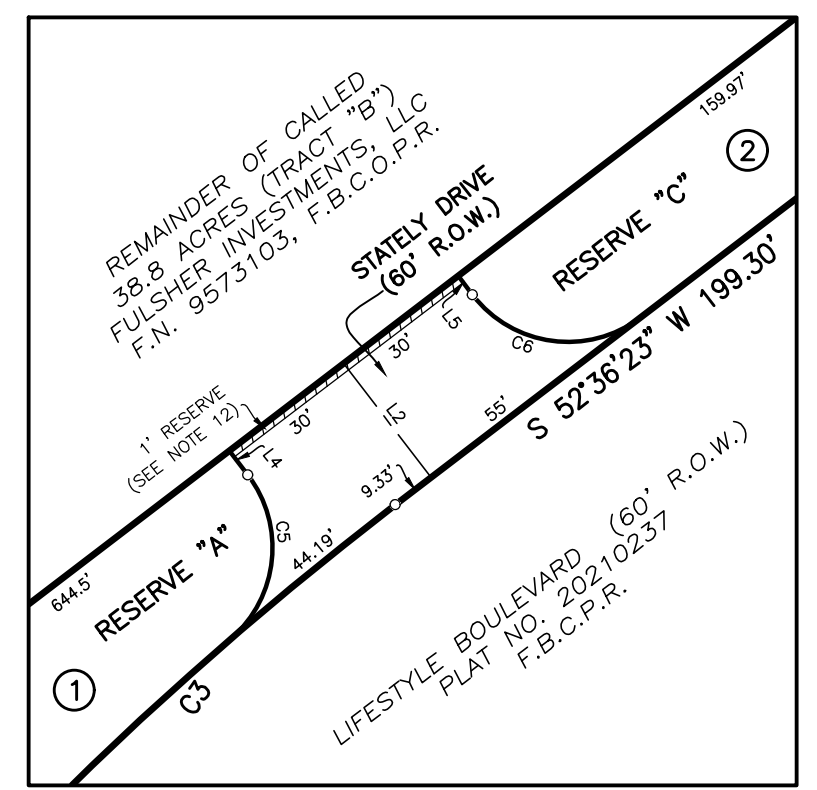
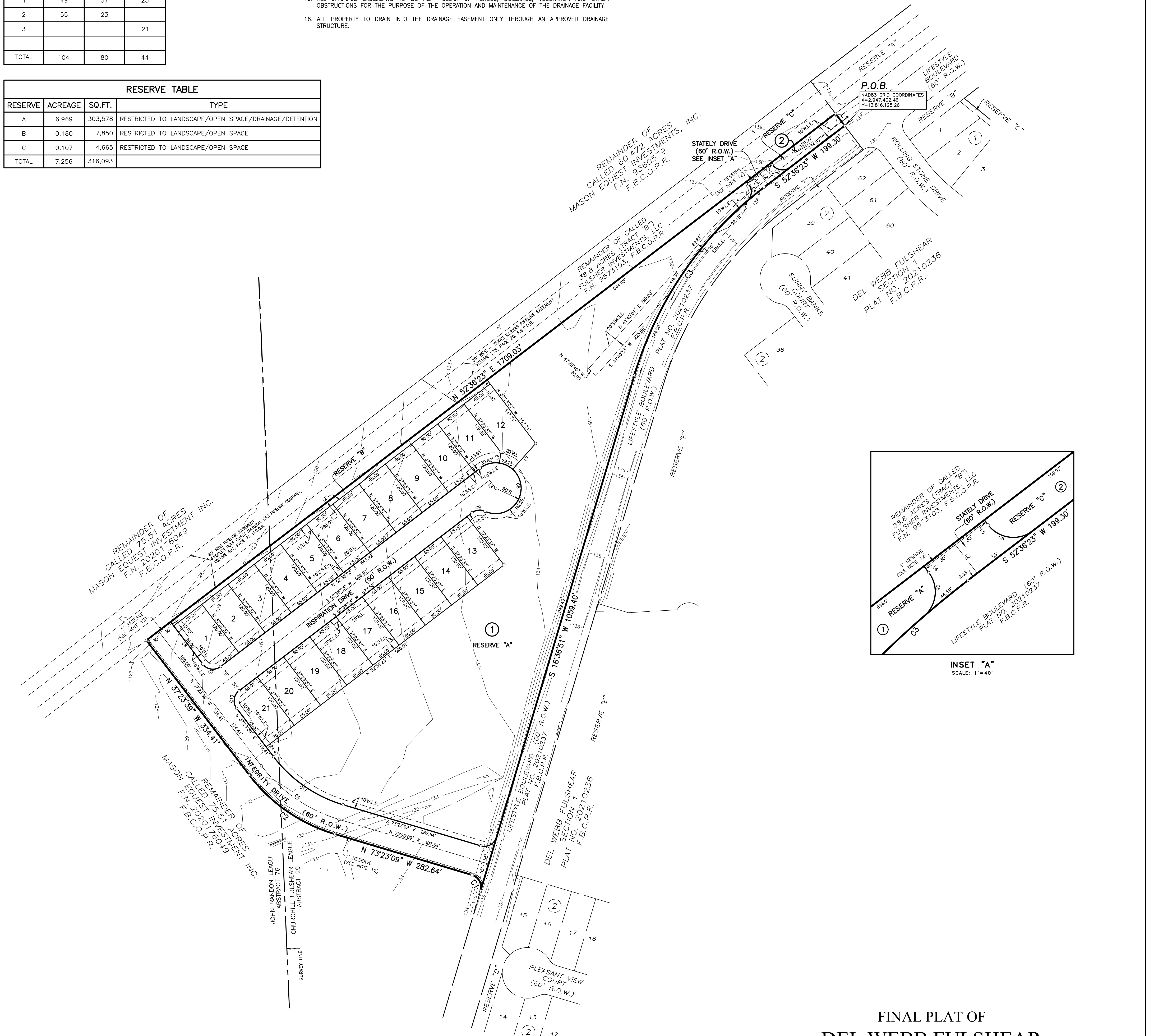
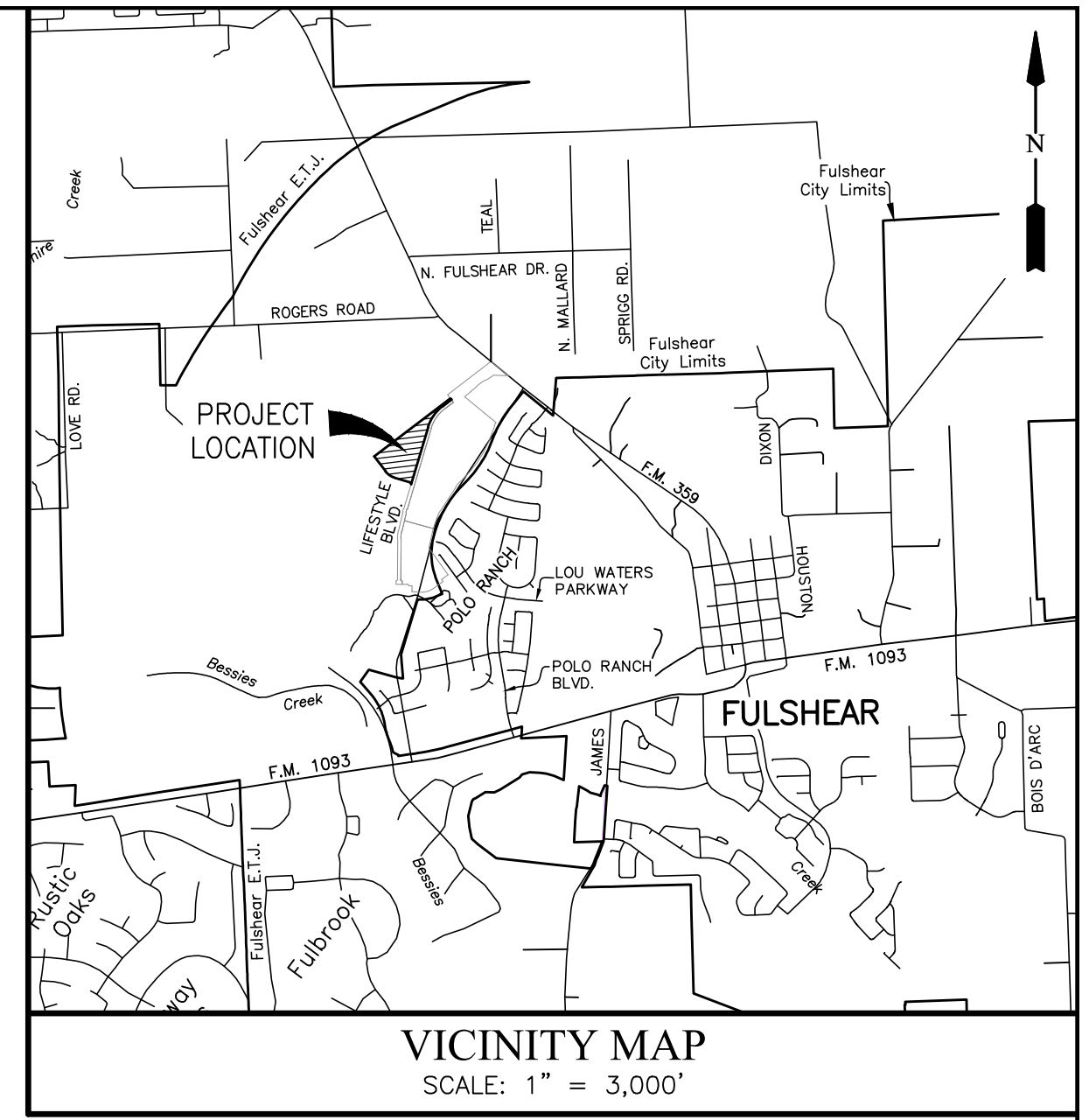
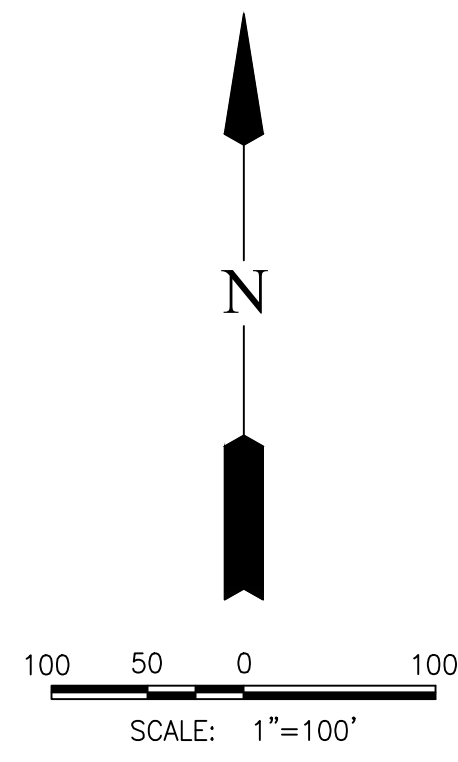
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 37°23'37" E	30.00'
L2	N 37°23'37" W	30.00'
L3	S 37°23'37" E	20.00'
L4	N 37°23'37" W	6.38'
L5	S 37°23'37" E	5.00'
L6	S 37°23'39" E	105.00'
L7	N 41°44'10" E	68.22'
L8	S 52°36'23" W	785.01'
L9	N 08°13'05" E	21.50'

LOT SUMMARY TABLE			
SECTION	40' LOTS	50' LOTS	65' LOTS
1	49	57	23
2	55	23	
3			21
TOTAL	104	80	44

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	6.969	303,578	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE/DETENTION
B	0.180	7,850	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.107	4,665	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	7.256	316,093	

NOTES:

- BENCHMARK: NGS MONUMENT DESIGNATION HCSD 66 (P.I.D. AW5411) - STAINLESS STEEL ROD IN SLEEVE LOCATED ON THE EAST SIDE OF F.M. 1463, 2625 FEET SOUTH OF THE INTERSECTION OF CORBITT ROAD. ELEVATION = 136.30 NAVD 1988, GEOD 09
- TEMPORARY BENCHMARK: GBI #104 - X CUT ON CONCRETE CURB LOCATED AT THE WESTERLY TERMINUS OF LOU WATERS PARKWAY. ELEVATION = 135.01 NAVD 1988, GEOD 09.
- ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD-88, GEOD 09.
- THE FOLLOWING COORDINATE SHOWN HEREON IS GRID VALUE AND BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983, AND MAY BE BROUGHT TO SURFACE VALUE BY APPLYING A COMBINED SCALE FACTOR OF 0.999877178.
- THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHARTER TITLE COMPANY, ORDER NO. 2021-0554, DATED NOVEMBER 7, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245, FORT BEND SUBSIDIANCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF FULSHEAR AND FORT BEND COUNTY.
- THIS SUBDIVISION LIES WITHIN "ZONE X" (UNSHADED) AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 48157C0085M, REVISED JANUARY 29, 2021, DEFINED AS AN "AREA OF MINIMAL FLOOD HAZARD". LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THE PIPELINES AND PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
- ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO A 5 FOOT SIDE YARD BUILDING LINE.
- ONE-FOOT RESERVE DEDICATED FOR BUFFER PURPOSES TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, THEIR HEIRS, ASSIGNS OR SUCCESSORS.
- THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) 2.0 FEET ABOVE THE 500-YEAR WATER SURFACE ELEVATION FOR THE RECEIVING STREAM OR IN THE ABSENCE OF A 500-YEAR WATER SURFACE ELEVATION, 4.0 FEET ABOVE THE EXISTING BASE FLOOD ELEVATION (2) 2.5 FEET ABOVE THE 100-YEAR WATER SURFACE ELEVATION (3) 2.0 FEET ABOVE TOP OF CURB OR EXISTING GROUND.
- 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.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS FOR THE PURPOSE OF THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.



FINAL PLAT OF DEL WEBB FULSHEAR SECTION 3

A SUBDIVISION OF 13.352 ACRES OF LAND SITUATED IN THE JOHN RANDON LEAGUE, ABSTRACT NUMBER 76 AND THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NUMBER 29, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

21 LOTS 3 RESERVES (7.256 ACRES) 2 BLOCKS
NOVEMBER 18, 2021 JOB NO. 1680-8005.310

OWNERS:

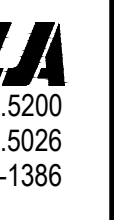
PULTE HOMES OF TEXAS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: PULTE NEVADA I LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER
PATRICK DUGGAN, VICE PRESIDENT-LAND DEVELOPMENT
1311 BROADFIELD BOULEVARD, SUITE 100, HOUSTON, TEXAS 77084
PH: (281) 749-8000

SURVEYOR:

GBI PARTNERS
LAND SURVEYING CONSULTANTS
4724 VISTA ROAD • PASADENA, TX 77505
PHONE: 281-499-4539 • GBSurvey@GBISurvey.com
TBPELS FIRM # 10130300 • www.GBISurvey.com

ENGINEER:

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



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

AGENDA OF: 12/14/2021

ITEMS: V.F.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 2 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer's review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



Subdivision/Development Platting Application

Date: 11/18/2021 Date Received by the City of Fulshear: _____
 Subdivision: Fulshear Lakes Creekside Village Sec 2 Development: Fulshear Lakes Creekside Village

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: 33.917
 Number of Streets: 5
 Number of Lots: 78
 Number and Types of Reserves: 13
 Total Acres in Reserve: 13.79

Owner: Fulshear Lakes, LTD
 Address: 1500 Citywest Blvd, Suite 400
 City/State: Houston, Texas 77042
 Telephone: (713) 783-0308
 Email Address: zzarse@lja.com

Engineer/Planner: LJA Engineering
 Contact Person: Zach Zarse
 Telephone: (713) 580-4100
 Fax Number: _____
 Email Address: zzarse@lja.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>1,737.93</u>
Park Fees (due at Final Plat Application)	_____

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

Zach Zarse 11/18/2021
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

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

AGENDA OF: 12/14/2021

ITEMS: V.G.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 3 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer's review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



Subdivision/Development Platting Application

Date: 11/18/2021 Date Received by the City of Fulshear: _____
 Subdivision: Fulshear Lakes Creekside Village Sec 3 Development: Fulshear Lakes Creekside Village

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: 25.116
 Number of Streets: 8
 Number of Lots: 99
 Number and Types of Reserves: 5
 Total Acres in Reserve: 1.64

Owner: Fulshear Lakes, LTD
 Address: 1500 Citywest Blvd, Suite 400
 City/State: Houston, Texas 77042
 Telephone: (713) 783-0308
 Email Address: zzarse@lja.com

Engineer/Planner: LJA Engineering
 Contact Person: Zach Zarse
 Telephone: (713) 580-4100
 Fax Number: _____
 Email Address: zzarse@lja.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE <u>1,622.90</u>	
Park Fees (due at Final Plat Application)	_____

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

Zach Zarse

Zach Zarse

11/18/2021

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE

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

AGENDA OF: 12/14/2021

ITEMS: V.H.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer's review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: 11/18/2021 Date Received by the City of Fulshear: _____
 Subdivision: Fulshear Lakes Creekside Village Sec 4 Development: Fulshear Lakes Creekside Village

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: 13.666
 Number of Streets: 4
 Number of Lots: 74
 Number and Types of Reserves: 2
 Total Acres in Reserve: 0.68

Owner: Fulshear Lakes, LTD
 Address: 1500 Citywest Blvd, Suite 400
 City/State: Houston, Texas 77042
 Telephone: (713) 783-0308
 Email Address: zzarse@lja.com

Engineer/Planner: LJA Engineering
 Contact Person: Zach Zarse
 Telephone: (713) 580-4100
 Fax Number: _____
 Email Address: zzarse@lja.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>1,211.65</u>
Park Fees (due at Final Plat Application)	_____

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

Zach Zarse

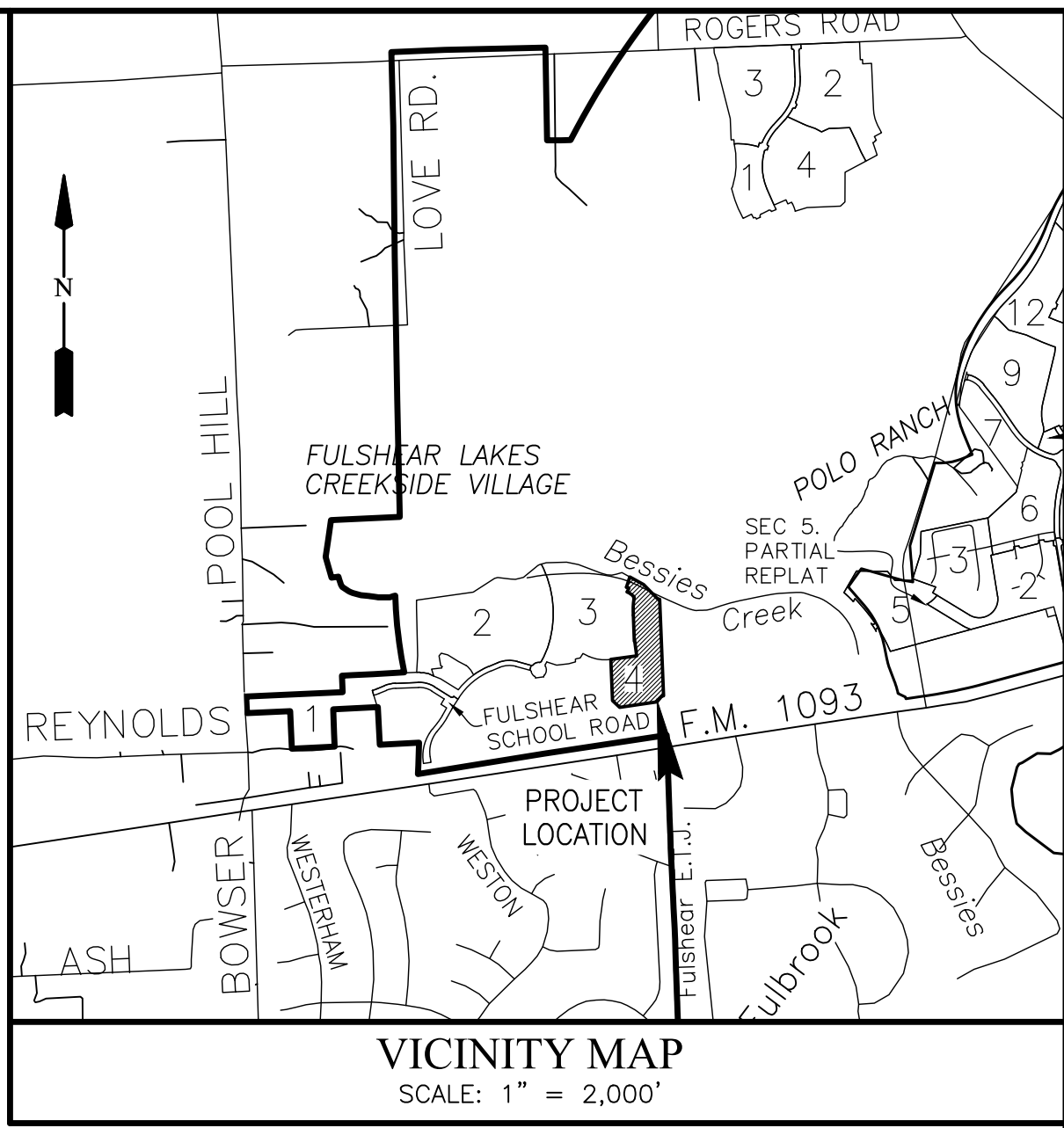
Zach Zarse

11/18/2021

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE



VICINITY MAP
SCALE: 1" = 2,000'
KEY MAP NO. 522J/522K

BEING 13.666 ACRES OF LAND LOCATED IN THE JOHN RANDON LEAGUE, ABSTRACT NUMBER 76, FORT BEND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 411.052 ACRE TRACT DESCRIBED IN THE DEED TO FULSHEAR LAKES, LTD. BY AN INSTRUMENT OF RECORD UNDER FILE NUMBER 2014007854 IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS (F.B.C.O.P.R.), SAID 13.666 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID 411.052 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 58.139 ACRE TRACT DESCRIBED IN THE DEED TO K. R. ARNOLD, ET UX BY AN INSTRUMENT OF RECORD IN FILE NUMBER 1999008859, F.B.C.O.P.R., AND ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO FORT BEND COUNTY TOLL ROAD AUTHORITY BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2015058468, F.B.C.O.P.R., FROM WHICH A 1/2-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 70.1425 ACRE TRACT DESCRIBED AS "TRACT F" IN THE DEED TO FULSHEAR LAKES, LTD. BY AN INSTRUMENT OF RECORD UNDER FILE NUMBER 2014007853, F.B.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF SAID 411.052 ACRE TRACT, BEARS SOUTH 81° 25' 02" WEST, 1,532.69 FEET;

THENCE, NORTH 02° 18' 57" WEST, DEPARTING THE NORTH LINE OF SAID FORT BEND COUNTY TOLL ROAD AUTHORITY TRACT, ALONG THE EAST LINE OF SAID 411.052 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 58.139 ACRE TRACT, 470.70 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87° 41' 03" WEST, DEPARTING SAID COMMON LINE, 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 40° 21' 25" WEST, 91.46 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 81° 25' 02" WEST, 445.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 46° 37' 49" WEST, 117.85 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 02° 18' 57" WEST, 210.43 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 87° 41' 03" WEST, 95.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 42° 41' 03" WEST, 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 02° 18' 57" WEST, 100.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 42° 41' 03" WEST, 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 87° 41' 03" WEST, 95.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 02° 18' 57" WEST, 228.17 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 82° 13' 08" EAST, 309.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 07° 46' 52" WEST, 175.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 82° 13' 08" WEST, 4.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 02° 18' 57" WEST, 313.80 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 01° 30' 55" WEST, 53.99 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 01° 42' 23" EAST, 53.65 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 05° 05' 05" EAST, 53.65 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 08° 14' 57" EAST, 46.86 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 45° 35' 43" WEST, 22.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 83.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 20° 14' 47", AND A CHORD WHICH BEARS NORTH 55° 43' 06" WEST, 82.61 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 24° 09' 30" EAST, 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 30.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 06° 09' 54", AND A CHORD WHICH BEARS NORTH 65° 55' 27" WEST, 30.65 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 17° 59' 36" EAST, 128.65 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 61° 05' 53" EAST, 185.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 44° 29' 48" EAST, 243.94 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 87° 41' 03" EAST, 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER OF THE EAST LINE OF THE AFOREMENTIONED 411.052 ACRE TRACT, SAME BEING THE WEST LINE OF THE AFOREMENTIONED 58.139 ACRE TRACT;

THENCE, SOUTH 02° 18' 57" EAST, ALONG SAID COMMON LINE, 1,146.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.666 ACRES OF LAND.

STATE OF TEXAS
COUNTY OF FORT BEND

WE, FULSHEAR LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH SAMUEL H. YAGER III, VICE PRESIDENT, BEING AN OFFICER OF FULSHEAR LAKES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF FULSHEAR LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER OF THE 13.666 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT 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 (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, IF APPLICABLE), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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 EASEMENTS OR FIVE FOOT, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE 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 DEPICTED HEREON WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21'6") 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 PLANE 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 DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4, WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

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 FULSHEAR LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY FULSHEAR LAKES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, THEREUNTO AUTHORIZED, BY ITS VICE PRESIDENT SAMUEL H. YAGER III, THIS _____ DAY OF _____, 2021.

FULSHEAR LAKES, LTD.
A TEXAS LIMITED PARTNERSHIP

BY: FULSHEAR LAKES GP, LLC
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: SAMUEL H. YAGER III, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SAMUEL H. YAGER III, VICE PRESIDENT OF FULSHEAR LAKES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF FULSHEAR LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, AARON G. FERGUSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, 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 HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "LJA SURVEY" UNLESS OTHERWISE NOTED.

AARON G. FERGUSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 8601

I, ANDREW CASEY, 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.

ANDREW CASEY, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 136079

THIS PLAT OF FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4 IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS

THIS _____ DAY OF _____, 2021.

AMY PEARCE, CHAIR

DAR HAKIMZADEH, CO-CHAIR

THIS PLAT OF FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4 WAS APPROVED ON _____ DAY OF _____, 2021, PROVIDED, HOWEVER, THIS APPROVAL SHALL BE INVALID AND VOID UNLESS THE PLAT IS FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS WITHIN SIX (6) MONTHS HEREAFTER.

AARON GROFF, MAYOR

KIMBERLY KOPECKY, CITY SECRETARY

FINAL PLAT OF FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 4

A SUBDIVISION OF 13.666 ACRES OF LAND SITUATED IN
THE JOHN RANDON SURVEY, ABSTRACT 76,
FORT BEND COUNTY, TEXAS.

74 LOTS 2 RESERVE (0.677 ACRES) 3 BLOCKS

NOVEMBER 18, 2021

JOB NO. 2493-0123.10

OWNER:

FULSHEAR LAKES, LTD.

BY: FULSHEAR LAKES GP, LLC
ITS GENERAL PARTNER

SAMUEL H. YAGER III, VICE PRESIDENT

1500 CITYWEST BOULEVARD, SUITE 400, HOUSTON, TEXAS 77042
PH. (713) 783-0308

SURVEYOR:

LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

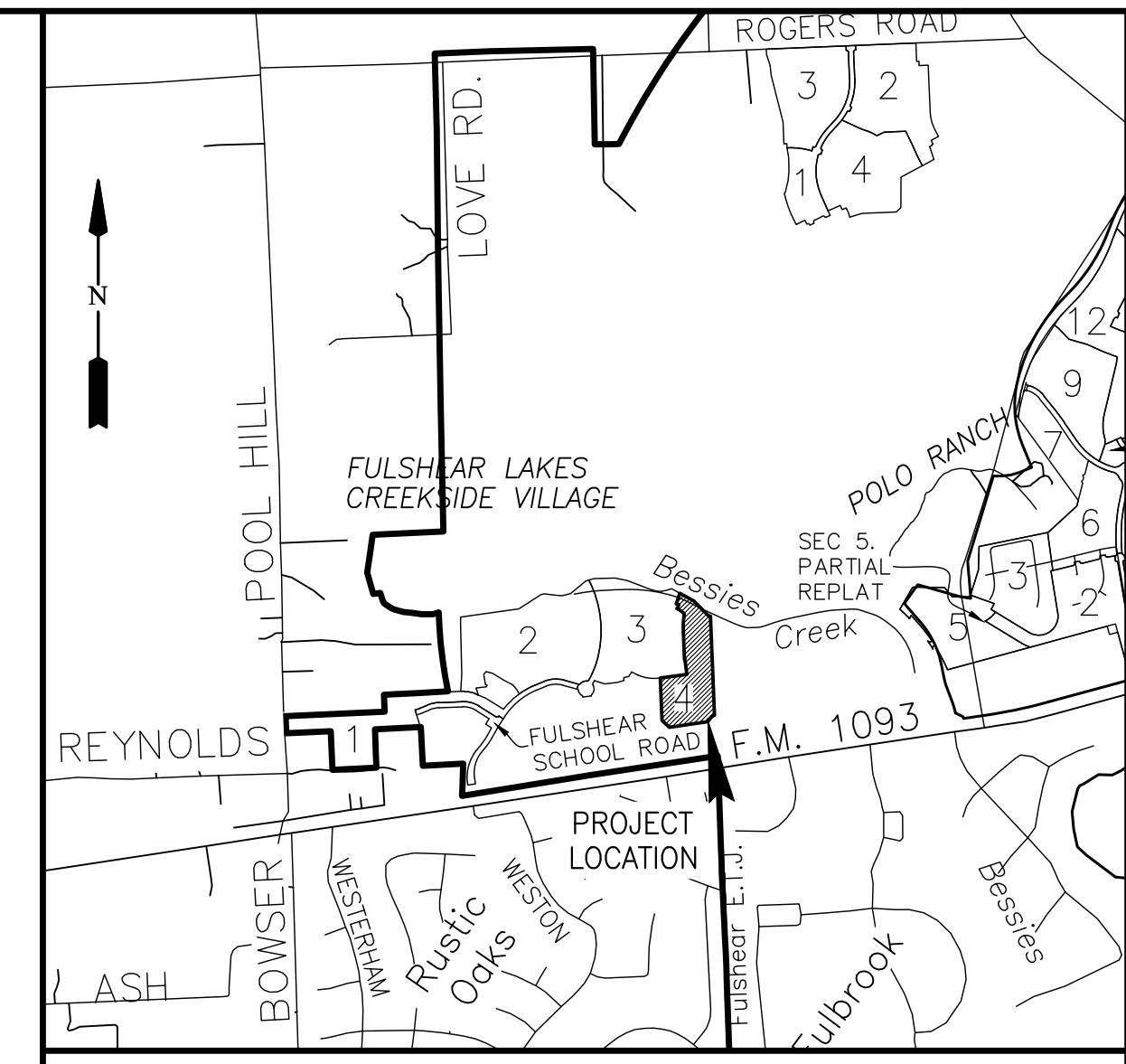
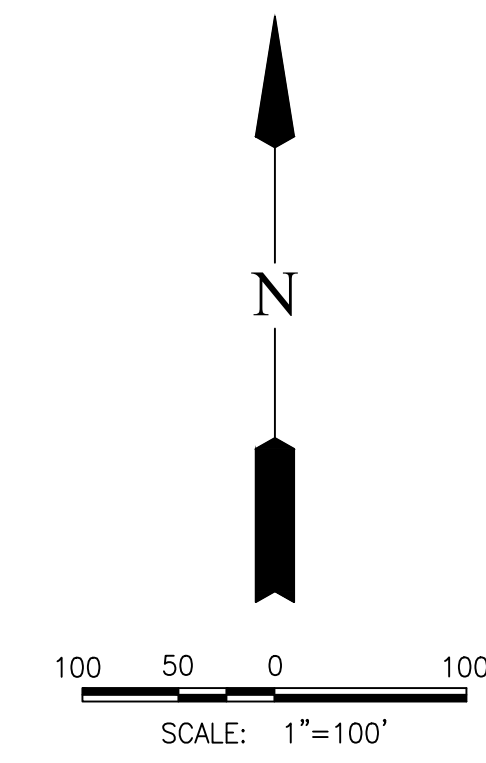
ENGINEER:

NOTES:

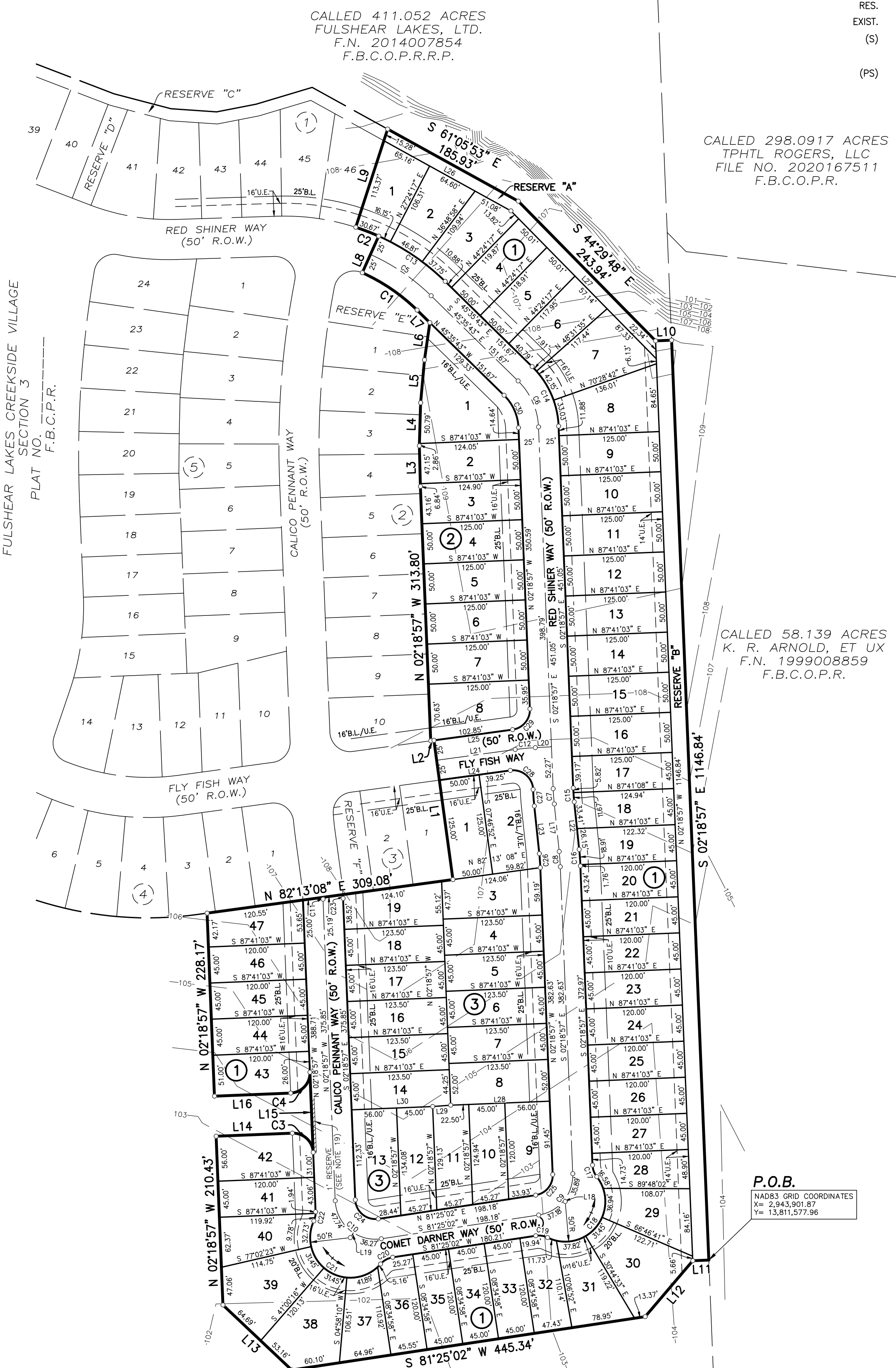
- BENCHMARK: NGS MONUMENT HGCS0 66: A STAINLESS STEEL ROD IN SLEEVE THROUGH LOGO CAP STAMPED HGCS0 66 1986. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463.
ELEV. = 136.60 FEET NAVD88 (2001) FBC LIDAR DATUM
- ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD-88.
- THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHARTER TITLE COMPANY OF TEXAS, ORDER NO. 2021-0557, DATED OCTOBER 19, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216, FORT BEND SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND ESD 4, THE ETJ OF THE CITY OF FULSHEAR AND FORT BEND COUNTY.
- BY GRAPHICAL PLOTTING AND AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NOS. 48157C0095M, 48157C0090M, 48157C0085M, AND 48157C0080M, WITH REVISED DATES OF JANUARY 29, 2021, THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DESCRIBED AS 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND ZONE AE (SHADED BLUE), DESCRIBED AS SPECIAL FLOOD HAZARD AREAS, WITH BFE OR DEPTH. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THERE ARE NO PIPELINE OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THIS SUBDIVISION.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- 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 THE ADA.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 3.
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE 0.999877178
- FIVE-EIGHTHS (5/8") INCH IRON RODS THREE (3') FEET IN LENGTH WITH PLASTIC CAP MARKED "LJA SURVEY" ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- 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.
- THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 111.0 FEET ABOVE MEAN SEA LEVEL (NAVD 88 DATUM, 2001 ADJUSTMENT). 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.
- A MINIMUM DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
- INDICATES STREET NAME CHANGE
- R.O.W. INDICATES RIGHT-OF-WAY
- A.E. INDICATES AERIAL EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- F.N. INDICATES FILE NUMBER
- VOL. INDICATES VOLUME
- P.C. INDICATES PAGE
- RES. INDICATES RESERVE
- EXIST. INDICATES EXISTING
- (S) INDICATES SET 5/8 INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET
- (PS) INDICATES FOUND 5/8 INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET



VICINITY MAP
SCALE: 1" = 2,000'
KEY MAP NO. 522J/522K



RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.150	6,518	RESTRICTED TO OPEN SPACE/DRAINAGE
B	0.527	22,937	RESTRICTED TO OPEN SPACE/DRAINAGE
TOTAL	0.677	29,455	

LINE TABLE			CURVE TABLE					
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
L1	N 07°46'52" W	175.00'	C1	235.00'	20'14.47"	83.04'	N 55°43'06" W	82.61'
L2	S 82°13'08" W	4.03'	C2	285.00'	0°09'54"	30.67'	N 68°55'27" W	30.65'
L3	N 01°30'55" W	53.99'	C3	25.00'	90°00'00"	39.27'	S 47°18'57" E	35.36'
L4	N 01°42'23" E	53.65'	C4	25.00'	90°00'00"	39.27'	S 42°41'03" W	35.36'
L5	N 05°05'05" E	53.65'	C5	260.00'	20'14.47"	91.88'	S 55°43'06" W	91.40'
L6	N 08°14'57" E	46.86'	C6	85.00'	43°16'46"	64.21'	N 23°57'20" W	62.69'
L7	N 45°35'43" W	22.34'	C7	300.00'	3°38'41"	19.08'	S 04°08'17" E	19.08'
L8	N 24°09'30" E	50.00'	C8	300.00'	3°38'41"	19.08'	S 04°08'17" E	19.08'
L9	N 17°59'36" E	128.65'	C9	50.00'	83°43'59"	73.07'	S 39°33'02" W	66.74'
L10	N 87°41'03" E	20.00'	C10	50.00'	96°16'01"	84.01'	N 50°26'58" W	74.47'
L11	S 87°41'03" W	20.00'	C11	300.00'	0°27'24"	2.39'	N 02°32'39" W	2.39'
L12	S 40°21'25" W	91.46'	C12	300.00'	4°47'21"	25.08'	S 84°36'49" W	25.07'
L13	N 46°37'49" W	117.85'	C13	285.00'	20'14.47"	100.71'	S 55°43'06" E	100.19'
L14	N 87°41'03" E	95.00'	C14	110.00'	43°16'46"	83.09'	S 23°57'20" E	81.13'
L15	N 02°18'57" W	100.00'	C15	275.00'	3°38'41"	17.49'	S 04°08'17" E	17.49'
L16	S 87°41'03" W	95.00'	C16	325.00'	3°38'41"	20.67'	S 04°08'17" E	20.67'
L17	S 05°57'38" E	59.57'	C17	25.00'	35°47'40"	15.62'	S 20°12'47" E	15.37'
L18	S 51°11'00" E	2.00'	C18	50.00'	15°40'36"	134.52"	S 38°57'42" W	97.47'
L19	S 32°58'58" W	7.26'	C19	25.00'	34°36'58"	15.10'	N 81°16'29" W	14.88'
L20	S 87°00'30" W	20.21'	C20	25.00'	40°21'13"	17.61'	S 61°14'25" W	17.25'
L21	S 82°13'08" W	98.82'	C21	50.00'	163°28'40"	142.66"	N 57°11'51" W	98.96'
L22	S 05°57'38" E	59.57'	C22	25.00'	26°51'26"	11.72'	N 11°06'46" E	11.61'
L23	S 05°57'38" W	59.57'	C23	325.00'	0°50'34"	4.78'	S 02°44'14" E	4.78'
L24	S 82°13'08" W	89.25'	C24	25.00'	96°16'01"	42.00'	S 50°26'58" E	37.24'
L25	N 82°13'08" E	98.82'	C25	25.00'	83°43'59"	36.54"	N 39°33'02" E	33.37'
L26	N 61°05'53" W	180.85'	C26	275.00'	3°38'41"	17.49'	N 04°08'17" W	17.49'
L27	N 44°29'48" W	258.31'	C27	325.00'	3°38'41"	20.67'	N 04°08'17" W	20.67'
L28	S 87°41'03" W	123.50'	C28	25.00'	95°27'55"	41.65'	N 50°02'54" W	37.00'
L29	N 85°46'30" E	22.51'	C29	25.00'	84°32'05"	36.89"	N 39°57'06" E	33.63'
L30	S 87°41'03" W	101.00'	C30	60.00'	43°16'46"	45.32"	N 23°57'20" W	44.25'

FINAL PLAT OF
FULSHEAR LAKES CREEKSIDE VILLAGE
SECTION 4

A SUBDIVISION OF 13.666 ACRES OF LAND SITUATED IN
THE JOHN RANDON SURVEY, ABSTRACT 76,
FORT BEND COUNTY, TEXAS.

74 LOTS 2 RESERVE (0.677 ACRES) 3 BLOCKS
NOVEMBER 18, 2021 JOB NO. 2493-0123.310

OWNER:

FULSHEAR LAKES, LTD.
BY: FULSHEAR LAKES GP, LLC
ITS GENERAL PARTNER
SAMUEL H. YAGER III, VICE PRESIDENT
1500 CITYWEST BOULEVARD, SUITE 400, HOUSTON, TEXAS 77042
PH. (713) 783-0308

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

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

AGENDA OF: 12/14/2021

ITEMS: V.I.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE FULSHEAR LAKES CREEKSIDE VILLAGE SECTION 5 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer's review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: 11/18/2021 Date Received by the City of Fulshear: _____
 Subdivision: Fulshear Lakes Creekside Village Sec 5 Development: Fulshear Lakes Creekside Village

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: 2.580
 Number of Streets: 1
 Number of Lots: 15
 Number and Types of Reserves: 2
 Total Acres in Reserve: 0.09

Owner: Fulshear Lakes, LTD
 Address: 1500 Citywest Blvd, Suite 400
 City/State: Houston, Texas 77042
 Telephone: (713) 783-0308
 Email Address: zzarse@lja.com

Engineer/Planner: LJA Engineering
 Contact Person: Zach Zarse
 Telephone: (713) 580-4100
 Fax Number: _____
 Email Address: zzarse@lja.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>639.50</u>
Park Fees (due at Final Plat Application)	_____

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

Zach Zarse

Zach Zarse

11/18/2021

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

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

www.fulsheartexas.gov

November 29, 2021

Plat Review – Engineering
For Planning and Zoning Meeting – December 2021

Fulshear Lakes Creekside Village Section 5 (ETJ) – Final Plat

I recommend approval of this Final Plat as submitted.

Cliff Brouhard, P.E., PTOE
City Engineer
City of Fulshear, Texas

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

AGENDA OF: 12/14/2021

ITEMS: V.J.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE VIC AT JORDAN RANCH FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer’s review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: November 18, 2021

Date Received by the City of Fulshear: _____

Subdivision: The Vic at Jordan Ranch Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

___ Preliminary

Final

___ Short Form Final

___ Replat

___ Vacation Plat

___ Admin. (Minor) Plat

___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

___ Single-Family Residential

___ Zero Lot Line/ Patio Home

Multi-Family Residential

___ Planned Development

___ Commercial

___ Industrial

Plat Location: ___ City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: 16.461

Number of Streets: 0

Number of Lots: 0

Number and Types of Reserves: 1, Unrestricted

Total Acres in Reserve: 16.461

Owner: The Vic at Jordan Ranch LLC

Address: 3773 Richmond Ave, Suite 800

City/State: Houston, Texas 77046

Telephone: 713-623-6944

Email Address: N/A

Engineer/Planner: IDS Engineering Group

Contact Person: John Herzog

Telephone: (713) 462-3178

Fax Number: N/A

Email Address: JHerzog@idseg.com

Platting Fees

Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre

Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre

Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre

Amending or Minor Plat - \$200.00

Plat Vacation - \$500.00

2nd Review of plats - \$100.00 (each additional review)

TOTAL PLATTING FEE \$911.53

Park Fees (due at Final Plat Application) N/A

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.

John R. Herzog, P.E., Project Manager

11/18/2021

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE

STATE OF TEXAS

COUNTY OF FORT BEND

I, SANFORD P. ARON, President of THE VIC AT JORDAN RANCH LLC, hereinafter referred to as owners of the 16.461 acre tract described in the above and foregoing maps of THE VIC AT JORDAN RANCH, do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose 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 easements or five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (UE and AE) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21'6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose 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 plane sixteen feet (16'0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (UE and AE) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land twenty (20) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County or any other governmental agency shall have the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this subdivision and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, excessive vegetation and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, We do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing plat of THE VIC AT JORDAN RANCH where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

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 VIC AT JORDAN RANCH LLC has caused these presents to be signed by Sanford P. Aron, President, this ____ day of _____, 2021.

BY: THE VIC AT JORDAN RANCH LLC

By: _____
Sanford P. Aron, President

NOTES

- 1. The coordinates shown hereon are Texas South Central Zone No 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the combined scale factor of 1.00013.
2. BL Indicates a building line
AE Indicates an aerial easement
UE Indicates a utility easement
WME Indicates a water meter easement
WSE Indicates a water and sewer easement
LSE Indicates landscape easement
VOL, PG Indicates Volume, Page
FBCPR Indicates Fort Bend County Public Records
OPRFBC Indicates Official Public Records of Fort Bend County
ESMT Indicates Easement
HL & P Indicates Houston Lighting and Power
SQ FT Indicates square feet
AC, indicates acre
ROW indicates right-of-way
ORFBC Indicates Original Records of Fort Bend County
OPRFBC Indicates Official Public Records of Fort Bend County
FBCOPRRP Indicates Fort Bend County Official Public Records of Real Property
DRFBC Indicates Deed Records of Fort Bend County
● indicates found 5/8" iron rod (unless otherwise noted)
○ indicates set 5/8" iron rod (unless otherwise noted)
3. All building lines along street rights-of-way are as shown on the plat.
4. All sidelot building lines to be 5' unless otherwise noted.
5. All non-perimeter easements on property lines are centered unless otherwise noted.
6. All bearings are based on the Texas Coordinate System of 1983, South Central Zone.
7. One-foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
8. The platted area is located within Zone X, defined as areas determined to be outside the 500 year floodplain, per FEMA Flood Insurance Rate Map Panel No 48157C0020L, effective April 02, 2014.
9. Sidewalks shall be built or caused to be built not less than 5 feet in width on east side of Texas Heritage Parkway right-of-way but are not required with this plat.
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. All drainage easements are to be kept clear of fences, buildings, vegetation and other obstructions to the operation and maintenance by the drainage facility. All property is required to drain into the drainage easement through an approved drainage structure.
12. The Lighting Zone is L23.
13. To the best of the engineer's knowledge, all existing pipeline easements within the subdivision are shown on the plat.
14. Absent written authorization by the affected utilities, all utility easements must be kept unobstructed from any non-utility improvements or obstruction by property owner. Any unauthorized improvements or obstructions may be removed by the utility at the property owner's expense.
15. Benchmark: Elevations are based on Harris County Floodplain RM 190055, located on the east side of FM 1463, approximately 550' south of Corbett Road, 15' ± east of the power lines and 2' ± off curb line of a driveway leading to a shopping center. Top of a stainless-steel rod inside an 8" PVC sleeve. Note: The RM is now 3' ± below ground level. NAVD88, 2001 Adj. Elevation = 136.32
16. Reserve A within this plat will be owned and maintained by the property owner.
17. All drainage easements to be kept clear of fences, buildings, vegetation and other obstructions for the purpose of the operation and maintenance of the drainage facility by the appropriate entity.
18. All property to drain into the drainage easement only through an approved drainage structure.
19. 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.
20. The top of all floor slabs shall be a minimum of 147.53 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 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.

BEING 16.46 acres (717,025 square feet) of land in the I.D. Vermillion Survey, Abstract Number 339, Fort Bend County, Texas and being a portion of the 1352.43 acre tract described in the deed from The Massimo Fabio Silvestri Irrevocable Trust and The Rocco Paolo Silvestri Irrevocable Trust to Fort Bend Jordan Ranch LP recorded under File Number 2015027940 in the Official Public Records of Fort Bend County, Texas, and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 5/8-inch iron rod inside a 1-inch iron pipe with cap stamped "Cotton" found for the northeast corner of said 1352.43 acre tract, being the northwest corner of FIRETHORNE WEST SEC. 12 according to the plat thereof recorded as Plat Number 20140269 in the Official Public Records of Fort Bend County, Texas, and being on the south line of YOUNG RANCH SEC 4 according to the plat thereof recorded as Plat Number 20160017 in the Official Public Records of Fort Bend County, Texas;

THENCE South 02°10'31" East - 600.21 feet, with the line common to said 1352.43 acre tract and said FIRETHORNE WEST SEC. 12, to a 5/8-inch iron rod with cap stamped "IDS" set for the southeast corner of the herein described tract and being the northeast corner of a drainage easement described in instrument to FULSHEAR COUNTY MUNICIPAL UTILITY DISTRICT NO. 3A and recorded in File Number 2020167035 of the Official Public Records of Fort Bend County, Texas;

THENCE with the line common to said drainage easement and the herein described tract the following courses and distances:

South 87°50'09" West - 769.88 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner;

South 38°45'21" West - 303.20 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner;

South 75°29'42" West - 24.04 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner;

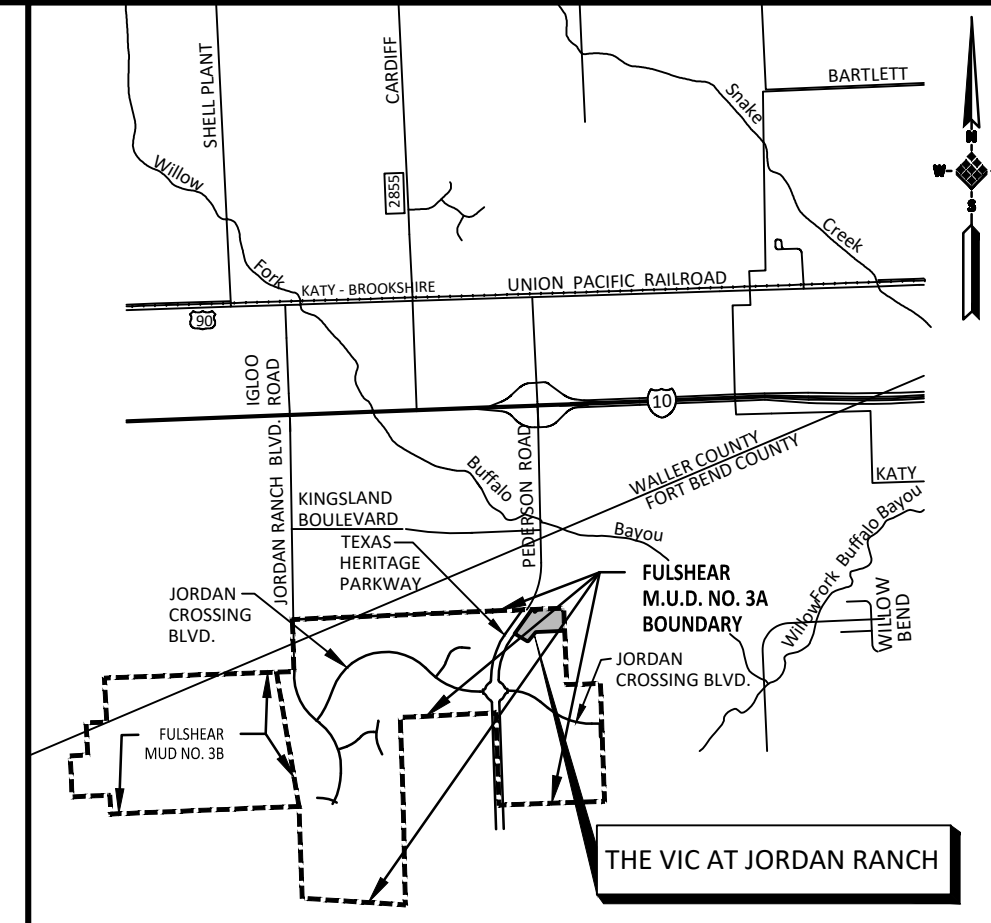
North 58°58'23" West - 394.38 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the west corner of the herein described tract and being on the southeasterly right-of-way line of TEXAS HERITAGE PARKWAY (200-foot wide) recorded in File Number 2020062689 of the Official Public Records of Fort Bend County, Texas;

THENCE with the southeasterly right-of-way line of TEXAS HERITAGE PARKWAY the following courses and distances:

North 35°13'51" East - 715.33 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the beginning of a curve to the left;

in a northeasterly direction, with said curve to the left, having a radius of 2100.00 feet, a central angle of 01°42'04", a chord bearing and distance of North 34°22'49" East - 62.35 feet, and an arc distance of 62.35 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the end of said curve and the northwest corner of the herein described tract, and being on the south line of said YOUNG RANCH SEC. 4;

THENCE North 87°49'30" East - 850.33 feet, with the line common to the herein described tract and said YOUNG RANCH SEC 4, to the POINT OF BEGINNING of the herein described tract and containing 16.46 acres (717,025 square feet) of land.



FORT BEND COUNTY KEY MAP NO 483F & 483K VICINITY MAP SCALE 1" = 5,000'

I, J. Stacy Slawinski, Fort Bend County Engineer, do hereby certify that the plat of this subdivision complies with all of 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 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, PE Fort Bend County Engineer

APPROVED by the Commissioners' Court of Fort Bend County, Texas, this ____ day of _____, 2021.

Vincent M. Morales, Jr. Precinct 1, County Commissioner

W.A. "Andy" Meyers Precinct 3, County Commissioner

KP George County Judge

Grady Prestage Precinct 2, County Commissioner

Ken R. DeMerchant Precinct 4, County Commissioner

I, Laura Richard, County Clerk in and for Fort Bend County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 2021, at _____ o'clock ____ M. Filed in plat number(s) _____ of the plat records of Fort Bend County, Texas.

Witness my hand and seal of office, at Richmond, Texas, the day and date last above written.

Laura Richard, County Clerk Fort Bend County, Texas

By: _____ Deputy

Table with 2 columns: DISTRICT NAMES and NO. 7. Rows include COUNTY ASSISTANCE DISTRICT, WCID, MUD, LID, DID, SCHOOL, FIRE, IMPACT FEE AREA, CITY OR CITY ETJ, UTILITIES CO., and various utility providers like SIENERGY and COMCAST.

Notary Public in and for the State Of Texas

I, Michael L. Swan, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Michael L. Swan, RPLS Registered Professional Land Surveyor Texas Registration No 5551

I, John R. Herzog, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets the requirements of Fort Bend County to the best of my knowledge.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOHN R. HERZOG, P.E. 126468 ON 11/02/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

John R. Herzog, PE Licensed Professional Engineer, No 126468

This plat of THE VIC AT JORDAN RANCH is approved by the City Planning Commission of the City of Fulshear, Texas this ____ day of _____, 2021.

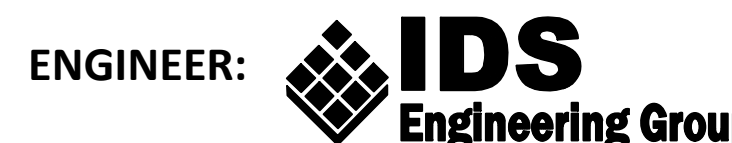
Amy Pearce, Chair Dar Hakimzadeh, Co-Chair

The plat of THE VIC AT JORDAN RANCH was approved by the City of Fulshear Council on the ____ day of _____, 2021, and signed on this ____ day of _____, 2021, provided; however, this approval shall be invalid, and null and void, unless this plat if filed with the County Clerk of Fort Bend, Texas within one (1) year hereafter.

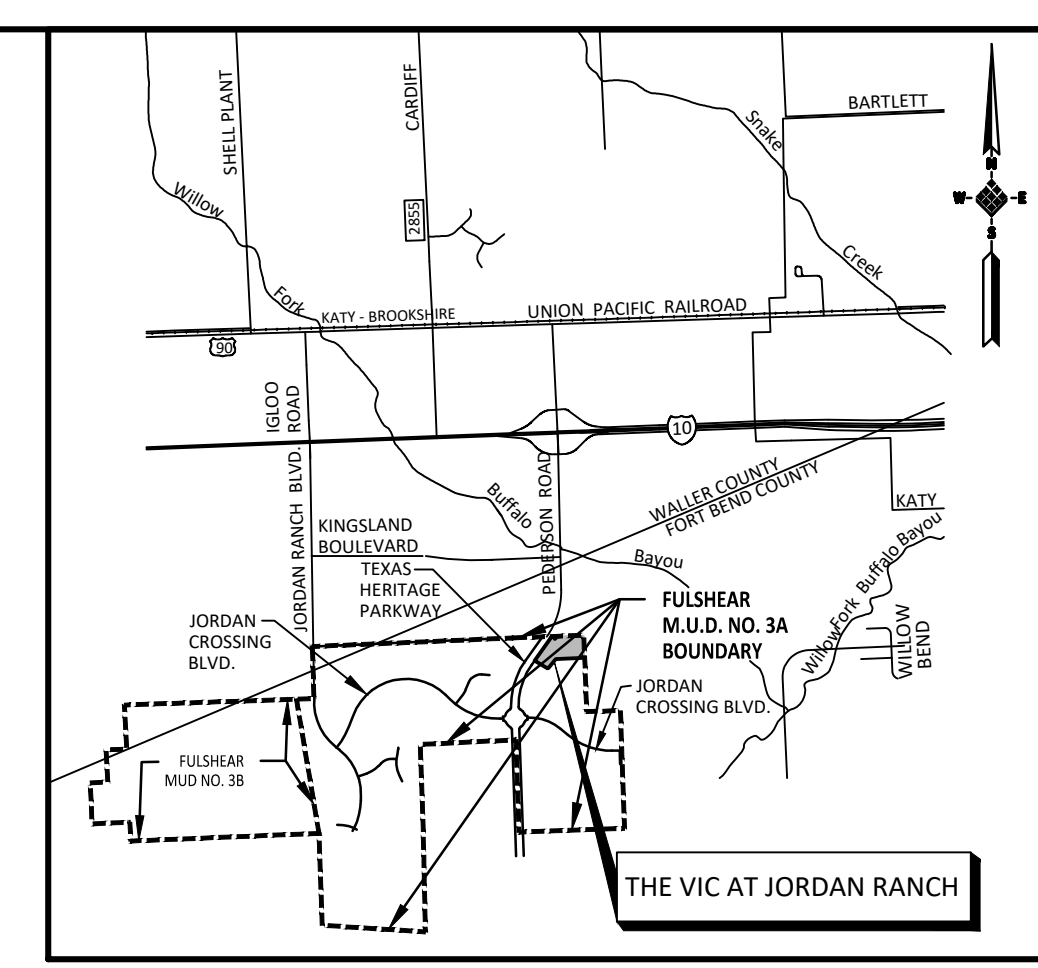
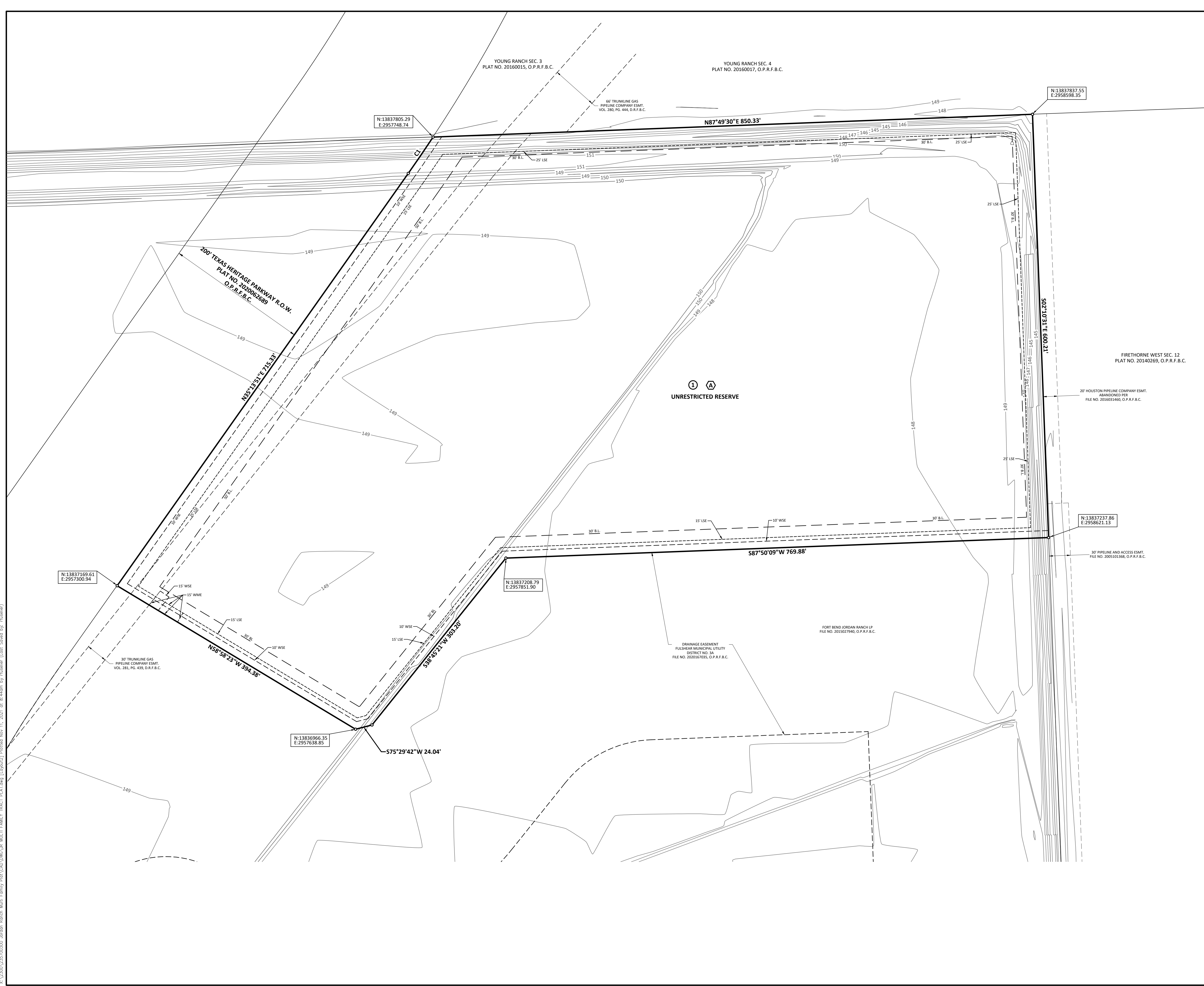
Aaron Groff, Mayor Kimberley Kopecky, City Secretary

THE VIC AT JORDAN RANCH A SUBDIVISION OF 16.461 ACRES LOCATED IN J. D. VERMILLION SURVEY, A-339 FORT BEND COUNTY, TEXAS 0 LOTS 1 BLOCK 1 RESERVE

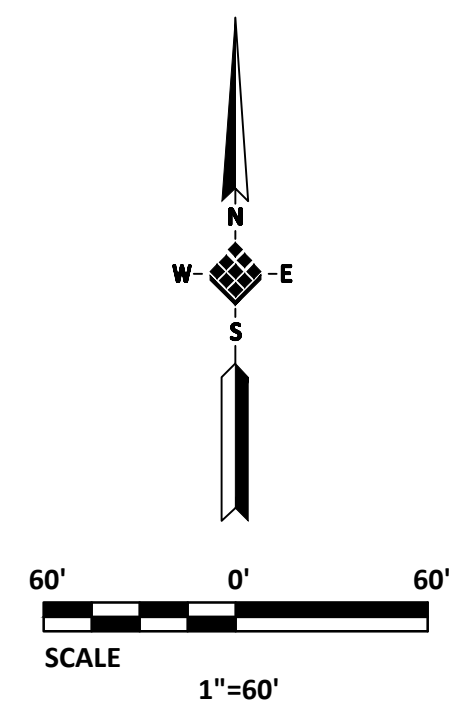
OWNER: THE VIC AT JORDAN RANCH LLC 3773 RICHMOND AVE, SUITE 800, HOUSTON, TEXAS 77046 (713) 623-6944



13430 NW, Freeway Suite 700 Houston, Tx. 77040 713-462-3178 Teling Firm 2726 T&Surv Firm 10110700



FORT BEND COUNTY KEY MAP NO. 483F & 483K
VICINITY MAP
SCALE 1" = 5,000'



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	1°42'04"	2,100.00'	62.35'	31.18'	N34°22'49"E	62.35'

RESERVE TABLE				
RESERVE NAME	RESTRICTION	SQ. FT.	ACRES	
(A)	A	UNRESTRICTED RESERVE	717,025	16.461

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A SUBDIVISION OF
16.461 ACRES
LOCATED IN
J. D. VERMILLION SURVEY, A-339
FORT BEND COUNTY, TEXAS
0 LOTS 1 BLOCK 1 RESERVE

OWNER: **THE VIC AT JORDAN RANCH LLC**
3773 RICHMOND AVE., SUITE 800, HOUSTON, TEXAS 77046 (713) 623-6944

ENGINEER: **IDS Engineering Group**

13430 NW, Freeway
Suite 700
Houston, Tx. 77040
713-462-3178
Fax: 713-462-3178
Tel: 713-462-3178
TSSurv Firm 10110700

JORDAN RANCH MULTI FAMILY TRACT PLAT

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

AGENDA OF: 12/14/2021 **ITEMS:** V.K.

DATE SUBMITTED: 12/5/2021 **DEPARTMENT:** Building Services

PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER

SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE TAMARRON POINT STREET DEDICATION SECTION 5 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer’s review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: 11.15.21 Date Received by the City of Fulshear: _____
 Subdivision: Tamarron Point Street Dedication Section 5 Development: Tamarron West

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: Legal description on included on the plat and CPL

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

Total Acreage: 5.36
 Number of Streets: 1
 Number of Lots: 0
 Number and Types of Reserves: 0 Reserves
 Total Acres in Reserve: 0

Owner: D.R. Horton
 Address: 16744 Horton Vista Drive
 City/State: Richmond, TX 77047
 Telephone: 281-566-2100
 Email Address: clindhorst@drhorton.com

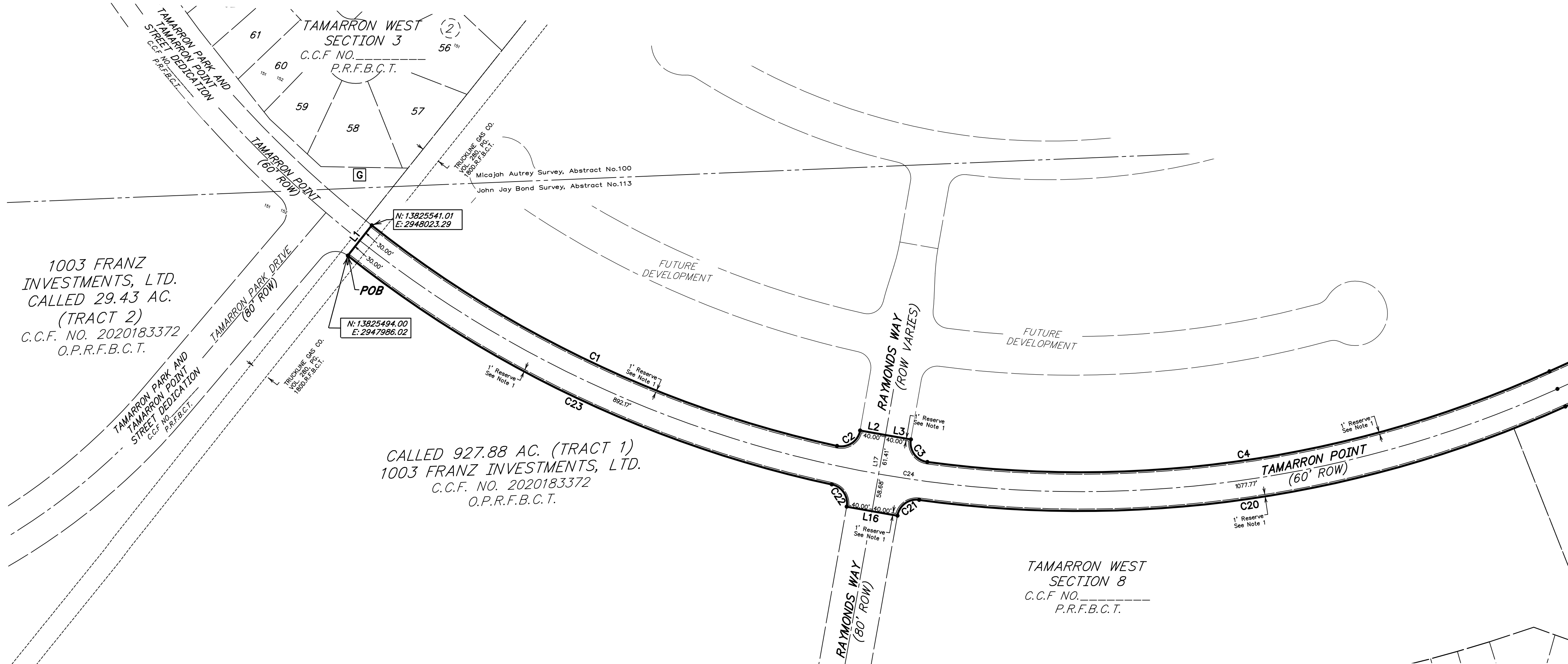
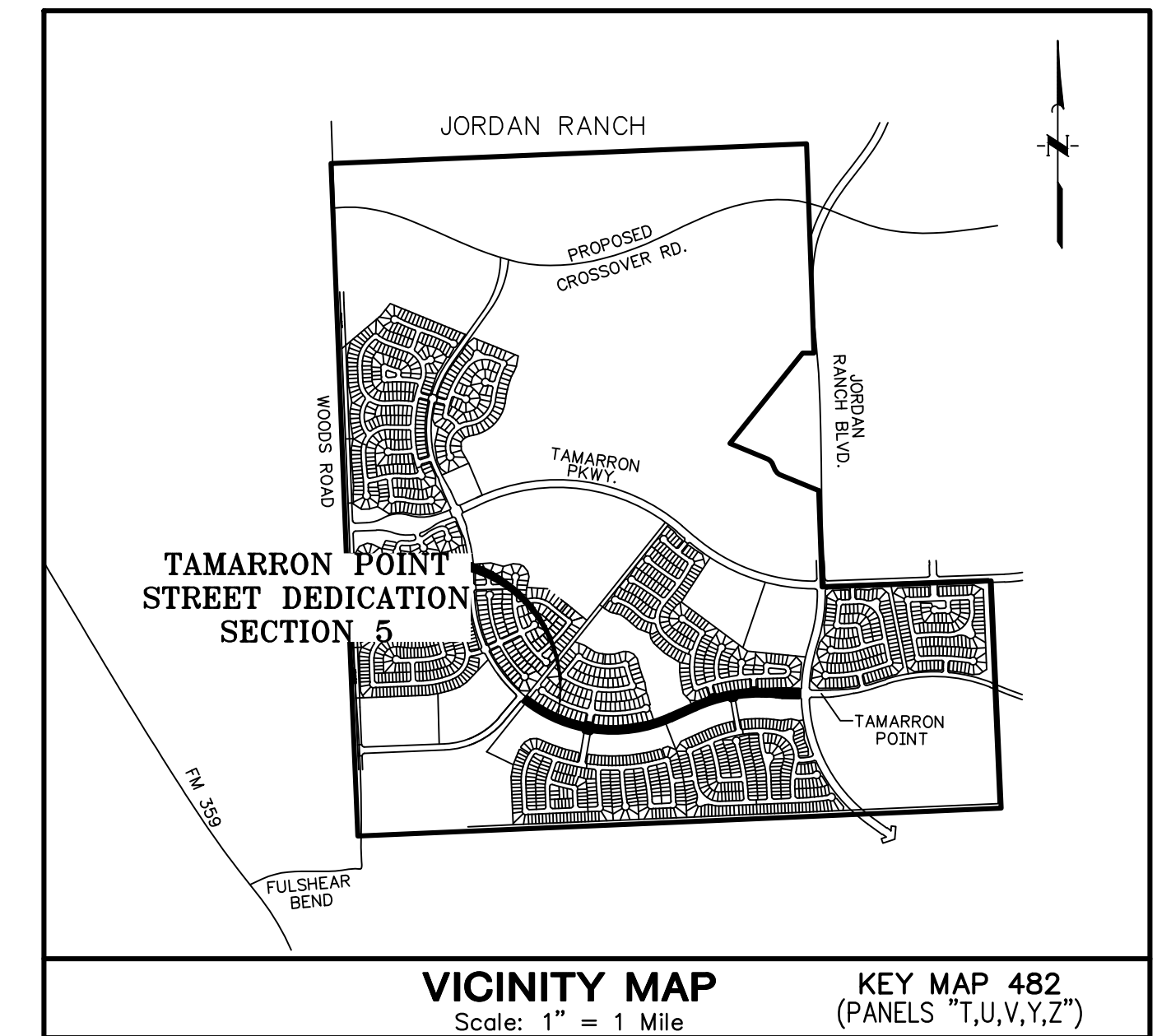
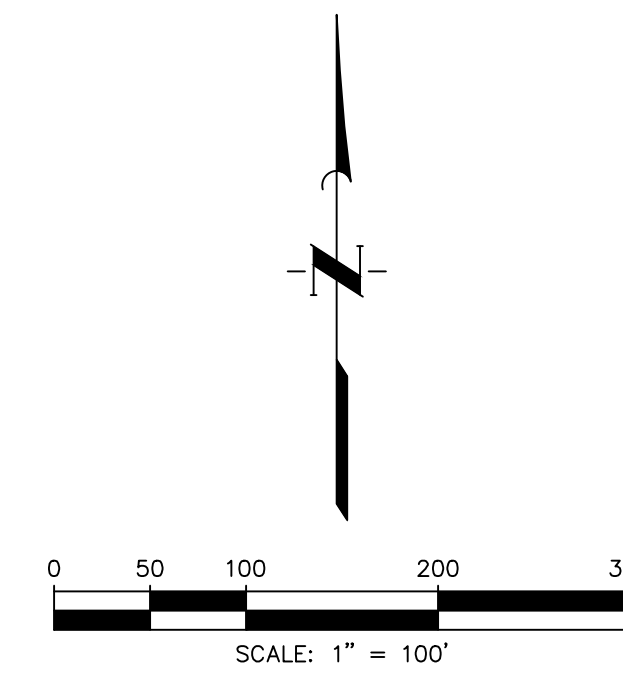
Engineer/Planner: Jones|Carter
 Contact Person: Mayra Hernandez, AICP
 Telephone: 832.913.4000
 Fax Number: _____
 Email Address: mahernandez@jonescarter.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$610.50</u>
Park Fees (due at Final Plat Application)	_____

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

Mayra Hernandez Mayra Hernandez, AICP 11.12.21
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

DISTRICT NAMES	
WCID	N/A
MMD/MUD	FBC MUD No. 222
LID	N/A
DID	FORT BEND COUNTY DRAINAGE DISTRICT
SCHOOL	LAMAR C.I.S.D.
FIRE	FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 4
IMPACT FEE AREA	N/A
CITY OR CITY ETJ	CITY OF FULSHEAR, ETJ
UTILITIES CO.	CENTERPOINT ENERGY
FBC ASSISTANCE	DISTRICT No. 7



MATCH LINE

Line Table		
Line	Bearing	Distance
L1	N38°24'59"E	60.00'
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L3	S79°58'56"E	40.00'
L4	N65°42'40"E	340.42'
L5	N73°07'54"E	60.00'
L6	N88°07'14"E	60.00'
L7	S89°07'51"E	217.81'
L8	N86°34'23"E	80.12'
L9	N89°01'37"E	71.34'
L10	S00°58'23"E	90.00'
L11	S89°01'37"W	47.56'
L12	N77°17'59"W	18.76'
L13	N89°07'51"W	187.96'
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C10	30.00'	88°19'51"	46.25'	S46°02'41"E	41.80'	29.14'
C11	2030.00'	1°04'46"	38.25'	S89°40'14"E	38.24'	19.12'
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- General Notes
- 1) A one-foot reserve (1" reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedicated being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and re-vest in the dedicator, his heirs, assigns or successors.
 - 2) AE "Aerial Easement"
C.C.F. "County Clerk's File"
Esm "Easement"
No "Number"
O.P.R.F.B.C.T. "Official Public Records, Fort Bend County, Texas"
P.R.F.B.C.T. "Plat Records, Fort Bend, County, Texas"
ROW "Right-of-Way"
SSE "Sanitary Sewer Easement"
Sq Ft "Square Feet"
UE "Utility Easement"
Vol - Pg "Volume and Page"
WLE "Waterline Easement"
Ⓛ "Block Number"
● "Set 3/4-inch Iron Rod With Cap Stamped "Jones|Carter" as Per Certification"
 - 3) All drainage easements are to be kept clear of fences, buildings, vegetation, and other obstructions to the operation and maintenance of the drainage facility. All property is required to drain into the drainage easement through an approved drainage structure.
 - 4) This tract is located within the extraterritorial jurisdiction of the City of Fulshear, Fort Bend County, Texas, and within Fort Bend County Municipal Utility District No. 222.
 - 5) According to the Flood Insurance Rate Map (FIRM) No. 48157C0085M for Fort Bend County, Texas effective January 29, 2021, this section lies within Zone "X", which includes areas of 0.2% annual chance flood.
 - 6) Elevations shown hereon are based on NCS Monument HGCS0 56, being the top of a stainless steel rod that is encased in a 5-inch pvc pipe with a top stamped HGCS0 65 1986. Located +/- 72-feet East of the centerline of F.M. Highway 1463 and +/-0.34 miles North of the intersection of F.M. Highway 1463 and Churchill Farms Boulevard, Katy, Tx. Holding an elevation of 136.21 feet (NAVD88).
 - 7) Sidewalks shall be built or caused to be built not less than five 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 the A.D.A.
 - 8) This plat is located in lighting zone L23 according to the "Orders for Regulation of Outdoor Lighting".
 - 9) The Texas State Plane Coordinates, North American Datum 83 (grid) shown hereon are based on National Geodetic Survey Monument Designation - HGCS0 66, PID - AW5411. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 1.0001144934.
 - 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) This plat was prepared from information by DHI TITLE AGENCY, dated November 11, 2021. The surveyor has not abstracted the subject tract.
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 - 15) Contours shown hereon are NAVD 88 datum.
 - 16) Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone based upon GPS observations.

TAMARRON POINT STREET DEDICATION

SECTION 5

A SUBDIVISION OF 5.36 ACRES OF LAND OUT OF THE JOHN JAY BOND SURVEY, A-113 FORT BEND COUNTY, TEXAS

NOVEMBER 2021

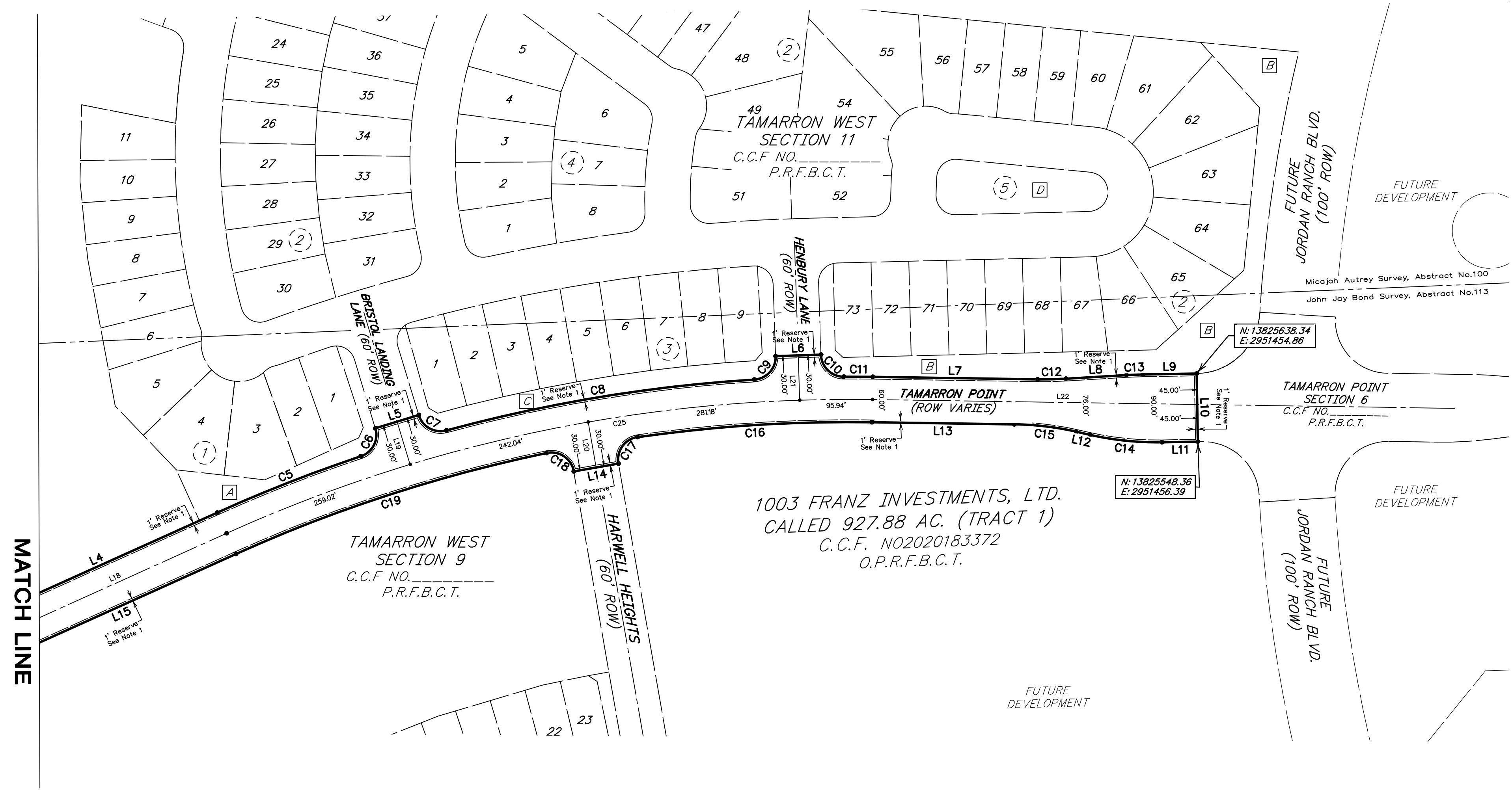
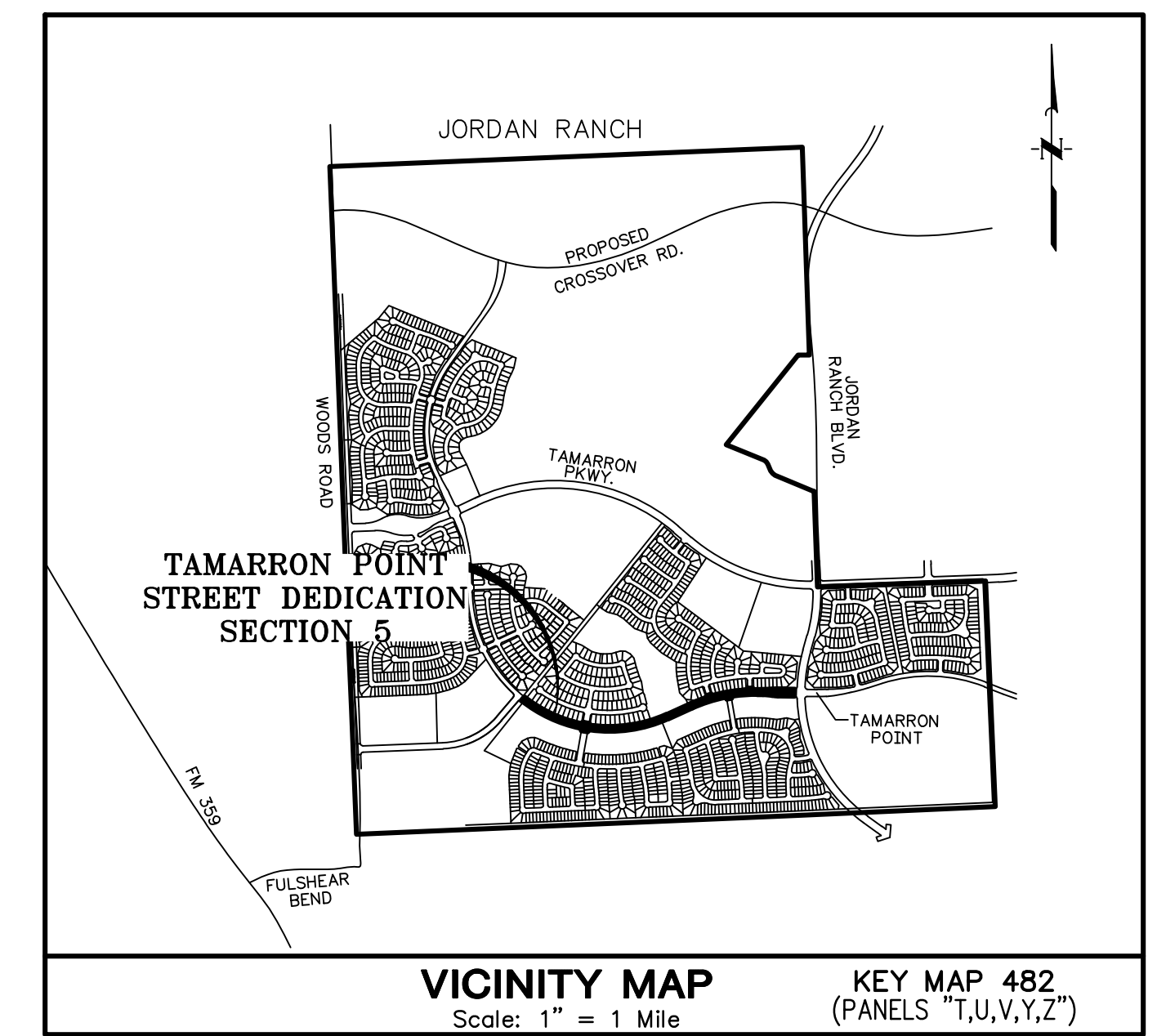
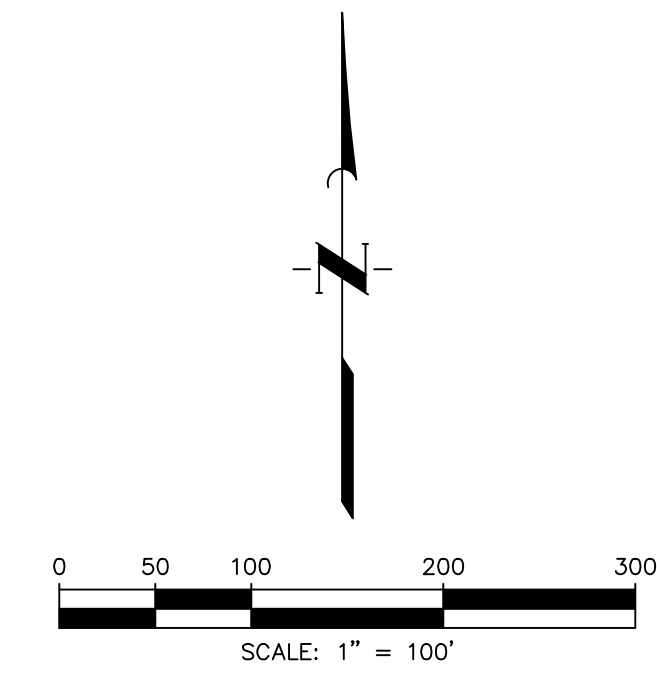
OWNER:
1003 FRANZ INVESTMENTS, LTD.
10003 N.W. MILITARY HWY
SUITE 2201
SAN ANTONIO, TEXAS 78231
210-344-9200

OWNER:
D. R. HORTON-Texas, Ltd.,
a Texas Limited Partnership
6744 HORTON VISTA DRIVE
RICHMOND, TEXAS 77407
281-269-6832

SURVEYOR:
J|C JONES | CARTER
Texas Board of Professional Land Surveying Registration No. 12046/04
1229 Corporate Drive - Rosenberg, Texas 77471 - 281.342.2033

ENGINEER:
J|C JONES | CARTER
Texas Board of Professional Engineers Registration No. 1-439
Texas Board of Professional Land Surveying Registration No. 10061/04
6300 West Loop South, Suite 150 - Houston, TX 77061 - 713.771.5337

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LID	N/A
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SCHOOL	LAMAR C.I.S.D.
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SURVEYOR:
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Texas Board of Professional Land Surveying Registration No. 12046104
 1229 Corporate Drive - Rosenberg, Texas 77471 • 281.342.2033

ENGINEER:
 **JONES | CARTER**
Texas Board of Professional Engineers Registration No. F-439
 Texas Board of Professional Land Surveying Registration No. 1006104
 6300 West Loop South, Suite 150 - Houston, TX 77061 • 713.771.5337

STATE OF TEXAS §
COUNTY OF FORT BEND §

We, D.R. Horton – Texas, Ltd., a Texas limited partnership, by D.R. Horton Inc., a Delaware Corporation, It's Authorized Agent acting by and through Jonathon Woodruff, its Assistant Vice President, owner hereinafter referred to as Owners of the 5.36 acre tract described in the above and foregoing map of Tamarron Point Street Dedication Section 5, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose 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 easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the 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 depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose 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 plane 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. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for some under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, We do hereby covenant and agree that all of the property within the boundaries of this subdivision and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, excessive vegetation and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, We do hereby dedicate to the public a strip of land twenty (20) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County or any other governmental agency shall have the right to enter upon said easement at any time and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, We 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, D.R. Horton – Texas, Ltd., a Texas limited partnership by D.R. Horton Inc., a Delaware Corporation, It's Authorized Agent has caused these presents to be signed by Jonathon Woodruff, its Assistant Vice President, thereunto authorized, this ____ day of _____, 2021.

D.R. Horton – Texas, Ltd.,
a Texas Limited Partnership
By: D.R. Horton Inc., a Delaware Corporation, It's Authorized Agent.

By: _____
Jonathon Woodruff
Assistant Vice President

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Jonathon Woodruff, Assistant Vice President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

I, Devin P. Espinosa, 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.

Devin P. Espinosa P.E.
Professional Engineer No. 139534

I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plot boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This plat of Tamarron Point Street Dedication Section 5 was approved by the City Planning Commission of the City of Fulshear, Texas

This ____ day of _____, 2021.

Amy Pearce, Chair

Dar Hakimzadeh, Co-Chair

This plat of Tamarron Point Street Dedication Section 5 was approved on _____ by the City of Fulshear City Council and signed on this ____ day of _____, 2021.

Aaron Graff, Mayor

Kimberly Kopecky, City Secretary

A METES & BOUNDS description of a 5.36 acre tract of land in the John Jay Bond Survey, Abstract 113, Fort Bend County, Texas, being out of and a part of a portion of that certain called 927.88 acre tract of land recorded under County Clerk's File Number 2020183372, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the southwest corner of an adjoining called 182.86 acre tract recorded under County Clerk's File Number 2020183308, Official Public Records, Fort Bend County, Texas, and the southwest corner of said John Jay Bond Survey, Abstract 113, same being the northwest corner of an adjoining called 461.36 acre tract recorded under County Clerk's File Number 201304491, Official Public Records, Fort Bend County, Texas, and the northwest corner of the Rutus Wright Survey, Abstract 344, as located in Jordan Ranch, said point being in the east line of the adjoining Nathan Brookshire League, Abstract 14, from which point an angle point in the west line of said adjoining called 182.86 acre tract bears North 02 degrees 20 minutes 34 seconds West, 1,588.06 feet;

Thence North 87 degrees 31 minutes 50 seconds East along the south line of said adjoining called 182.86 acre tract, the south line of the said called 927.88 acre tract, and the south line of said John Jay Bond Survey, Abstract 113, same being the north line of the said adjoining called 461.36 acre tract, and said Rutus Wright Survey, Abstract 344, 2,145.95 feet to a point on said line, from which point the northeast corner of said adjoining called 461.36 acre tract bears North 87 degrees 31 minutes 50 seconds East, 3,449.00 feet;

Thence North 02 degrees 28 minutes 10 seconds West, departing said line, 1,568.67 feet to a point in the east line of said adjoining called 182.86 acre tract, same being in the west line of said called 927.88 acre tract, for the southwest corner and the Place of Beginning of the herein described tract;

Thence North 38 degrees 24 minutes 59 seconds East, along the east line of said adjoining called 182.86 acre tract, some being the west line of said called 927.88 acre tract, 60.00 feet to the northwest corner of the herein described tract, being in a non-tangent curve to the left;

Thence establishing the north line of the herein described tract to points with the following courses and distances:

Thence with said non-tangent curve to the left, having a central angle of 26 degrees 05 minutes 32 seconds, an arc length of 806.05 feet, a radius of 1,770.00 feet, and a chord bearing South 64 degrees 37 minutes 47 seconds East, 799.03 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 92 degrees 16 minutes 09 seconds, an arc length of 48.31 feet, a radius of 30.00 feet, and a chord bearing North 56 degrees 11 minutes 23 seconds East, 43.26 feet;

South 80 degrees 00 minutes 31 seconds East, 80.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 92 degrees 20 minutes 31 seconds, an arc length of 48.35 feet, a radius of 30.00 feet, and a chord bearing South 36 degrees 06 minutes 58 seconds East, 43.28 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 92 degrees 00 minutes 06 seconds, an arc length of 988.61 feet, a radius of 1,770.00 feet, and a chord bearing North 81 degrees 42 minutes 43 seconds East, 375.91 feet;

North 65 degrees 42 minutes 40 seconds East, 340.42 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 05 degrees 45 minutes 05 seconds, an arc length of 203.77 feet, a radius of 2,030.00 feet, and a chord bearing North 68 degrees 35 minutes 13 seconds East, 203.68 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 88 degrees 19 minutes 51 seconds, an arc length of 46.25 feet, a radius of 30.00 feet, and a chord bearing North 27 degrees 19 minutes 49 seconds East, 41.80 feet;

North 73 degrees 07 minutes 54 seconds East, 60.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 88 degrees 19 minutes 51 seconds, an arc length of 46.25 feet, a radius of 30.00 feet, and a chord bearing South 61 degrees 02 minutes 02 seconds East, 41.80 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 11 degrees 39 minutes 04 seconds, an arc length of 412.80 feet, a radius of 2,030.00 feet, and a chord bearing North 80 degrees 37 minutes 34 seconds East, 421.09 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 88 degrees 19 minutes 51 seconds, an arc length of 46.25 feet, a radius of 30.00 feet, and a chord bearing North 42 degrees 17 minutes 10 seconds East, 41.80 feet;

North 88 degrees 07 minutes 14 seconds East, 60.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 88 degrees 19 minutes 51 seconds, an arc length of 46.25 feet, a radius of 30.00 feet, and a chord bearing South 46 degrees 02 minutes 41 seconds East, 41.80 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 01 degree 04 minutes 46 seconds, an arc length of 38.25 feet, a radius of 2,030.00 feet, and a chord bearing South 89 degrees 40 minutes 14 seconds East, 38.24 feet;

South 89 degrees 07 minutes 51 seconds East, 217.81 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 04 degrees 17 minutes 46 seconds, an arc length of 37.49 feet, a radius of 500.00 feet, and a chord bearing North 88 degrees 43 minutes 16 seconds East, 37.48 feet;

North 86 degrees 34 minutes 23 seconds East, 80.12 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 02 degrees 27 minutes 14 seconds, an arc length of 21.41 feet, a radius of 500.00 feet, and a chord bearing North 87 degrees 48 minutes 00 seconds East, 21.41 feet;

North 89 degrees 01 minute 37 seconds East, 71.34 feet to the northeast corner of the herein described tract;

Thence South 00 degrees 58 minutes 23 seconds East establishing the east line of the herein described tract, 90.00 feet to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract with the following courses and distances:

South 89 degrees 01 minute 37 seconds West, 47.56 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 13 degrees 40 minutes 24 seconds, an arc length of 95.46 feet, a radius of 400.00 feet, and a chord bearing North 84 degrees 09 minutes 11 seconds West, 95.33 feet;

North 77 degrees 17 minutes 59 seconds West, 18.76 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 11 degrees 49 minutes 52 seconds, an arc length of 82.60 feet, a radius of 400.00 feet, and a chord bearing North 83 degrees 12 minutes 55 seconds West, 82.45 feet;

North 89 degrees 07 minutes 51 seconds West, 187.96 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 09 degrees 01 minute 53 seconds, an arc length of 310.53 feet, a radius of 1,970.00 feet, and a chord bearing South 86 degrees 21 minutes 12 seconds West, 310.21 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 91 degrees 46 minutes 20 seconds, an arc length of 48.05 feet, a radius of 30.00 feet, and a chord bearing South 35 degrees 57 minutes 06 seconds West, 43.08 feet;

South 80 degrees 03 minutes 55 seconds West, 60.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 91 degrees 46 minutes 20 seconds, an arc length of 48.05 feet, a radius of 30.00 feet, and a chord bearing North 55 degrees 49 minutes 15 seconds West, 43.08 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 12 degrees 34 minutes 55 seconds, an arc length of 432.60 feet, a radius of 1,970.00 feet, and a chord bearing South 72 degrees 00 minutes 58 seconds West, 431.73 feet;

South 65 degrees 42 minutes 40 seconds West, 340.42 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 33 degrees 08 minutes 59 seconds, an arc length of 1,026.85 feet, a radius of 1,830.00 feet, and a chord bearing South 81 degrees 47 minutes 10 seconds West, 1,013.43 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 87 degrees 50 minute 35 seconds, an arc length of 45.99 feet, a radius of 30.00 feet, and a chord bearing South 53 degrees 56 minutes 21 seconds West, 41.62 feet;

North 79 degrees 58 minutes 56 second West, 80.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 87 degrees 50 minutes 35 seconds, an arc length of 45.99 feet, a radius of 30.00 feet, and a chord bearing North 33 degrees 54 minutes 14 seconds West, 41.62 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 28 degrees 14 minutes 31 seconds, an arc length of 838.16 feet, a radius of 1,830.00 feet, and a chord bearing North 64 degrees 42 minutes 16 seconds West, 830.85 feet to the southwest corner and Place of Beginning of the herein described tract, and containing 5.36 acres of land, more or less.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, Laura Richard, County Clerk in and for Fort Bend County, hereby certify that the foregoing instrument with its certificate of authentication was filed for registration in my office on _____, 2021, at _____ o'clock ____m. in Plot Number(s) _____ 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
Fort Bend County, Texas
Deputy

By: _____

TAMARRON POINT STREET DEDICATION SECTION 5

A SUBDIVISION OF 5.36 ACRES OF LAND OUT OF THE JOHN JAY BOND SURVEY, A-113 FORT BEND COUNTY, TEXAS

NOVEMBER 2021

OWNER:
1003 FRANZ INVESTMENTS, LTD.
10003 N.W. MILITARY HWY
SUITE 2201
SAN ANTONIO, TEXAS 78231
210-344-9200

OWNER:
D. R. HORTON-Texas, Ltd.,
a Texas Limited Partnership
6744 HORTON VISTA DRIVE
RICHMOND, TEXAS 77407
281-269-6832

SURVEYOR:
JONES | CARTER
Texas Board of Professional Land Surveying Registration No. 10046104
1120 Corporate Drive - Houston, Texas 77071 - 281.342.3331

ENGINEER:
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046104
630 West Loop South, Suite 100 - Houston, TX 77061 - 713.775.5337

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

AGENDA OF: 12/14/2021 **ITEMS:** V.L.
DATE SUBMITTED: 12/5/2021 **DEPARTMENT:** Building Services
PREPARED BY: ZACH GOODLANDER **PRESENTER:** ZACH GOODLANDER
SUBJECT: CONSENT AND POSSIBLE ACTION TO APPROVE THE SUMMERVIEW SECTION 3 FINAL PLAT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

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

RECOMMENDATION

Staff recommends approval of the plats based upon the City Engineer’s review.

P&Z has also formally recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Plat Application	12/6/2021	Backup Material
Plat	12/6/2021	Backup Material



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: 11-12-2021 Date Received by the City of Fulshear: _____
 Subdivision: SUMMERVIEW SECTION THREE Development: SUMMERVIEW

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 10.36 AC. LOCATED IN THE NATHAN BROOKSHIRE SURVEY A-14 FORT BEND CO.

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

Total Acreage: 10.36 AC.
 Number of Streets: 3
 Number of Lots: 32
 Number and Types of Reserves: 6 LANDSCAPE/OPEN SPACE
 Total Acres in Reserve: 3.16 AC.

Owner: M/I HOMES OF HOUSTON, LLC
 Address: 10910 WY. SAM HOUSTON PARKWAY, N.#500
 City/State: HOUSTON
 Telephone: 713-343-0394
 Email Address: _____

Engineer/Planner: COSTELLO, INC.
 Contact Person: MR. CHAD HARTMANN, P.E.
 Telephone: 713-783-7788
 Fax Number: 713-783-3580
 Email Address: CHARTMANN@COSTELLO, INC. COM

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
<u>Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre</u>	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$ 919.00</u>
Park Fees (due at Final Plat Application)	_____

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

JORGEL DELA ROSA / PLAT COORDINATOR 11-12-2021
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE
 DEVELOPMENT SERVICES DEPT

NOV 15 2021
 CITY OF FULSHEAR
 FULSHEAR, TX 77441

STATE OF TEXAS
COUNTY OF FORT BEND

WE, M/I HOMES OF HOUSTON, LLC A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRANNON BOOZER, VICE PRESIDENT OF LAND, AND BRUCE SCHULER, VICE PRESIDENT OF LAND ACQUISITION, HEREINAFTER REFERRED TO AS OWNERS OF THE 10.36 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF SUMMERVIEW SECTION THREE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, 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 AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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 EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE 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 DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") 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 PLANE 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. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON (OR THE PLACEMENT OF MOBILE HOMES) AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SUMMERVIEW SECTION THREE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

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, M/I HOMES OF HOUSTON, LLC A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRANNON BOOZER, ITS VICE PRESIDENT OF LAND, HEREUNTO AUTHORIZED, AND ATTESTED BY BRUCE SCHULER, ITS VICE PRESIDENT OF LAND ACQUISITION, AND HEREUNTO AFFIXED

THIS ____ DAY OF _____, 2021.

M/I HOMES OF HOUSTON, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
BRANNON BOOZER, VICE PRESIDENT OF LAND

BY: _____
BRUCE SCHULER, VICE PRESIDENT OF LAND ACQUISITION

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRANNON BOOZER, VICE PRESIDENT OF LAND AND BRUCE SCHULER, VICE PRESIDENT OF LAND ACQUISITION, OF M/I HOMES OF HOUSTON, LLC A DELAWARE LIMITED LIABILITY COMPANY KNOW TO BE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME _____
MY COMMISSION EXPIRES: _____

I, JOSEPH B. MAY 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 AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

I, RON J. DECHERT A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

RON J. DECHERT
LICENSE PROFESSIONAL ENGINEER
TEXAS LICENSED NO. 96544

THIS PLAT OF SUMMERVIEW SECTION THREE, IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS.

THIS DAY ____ DAY OF _____, 2021.

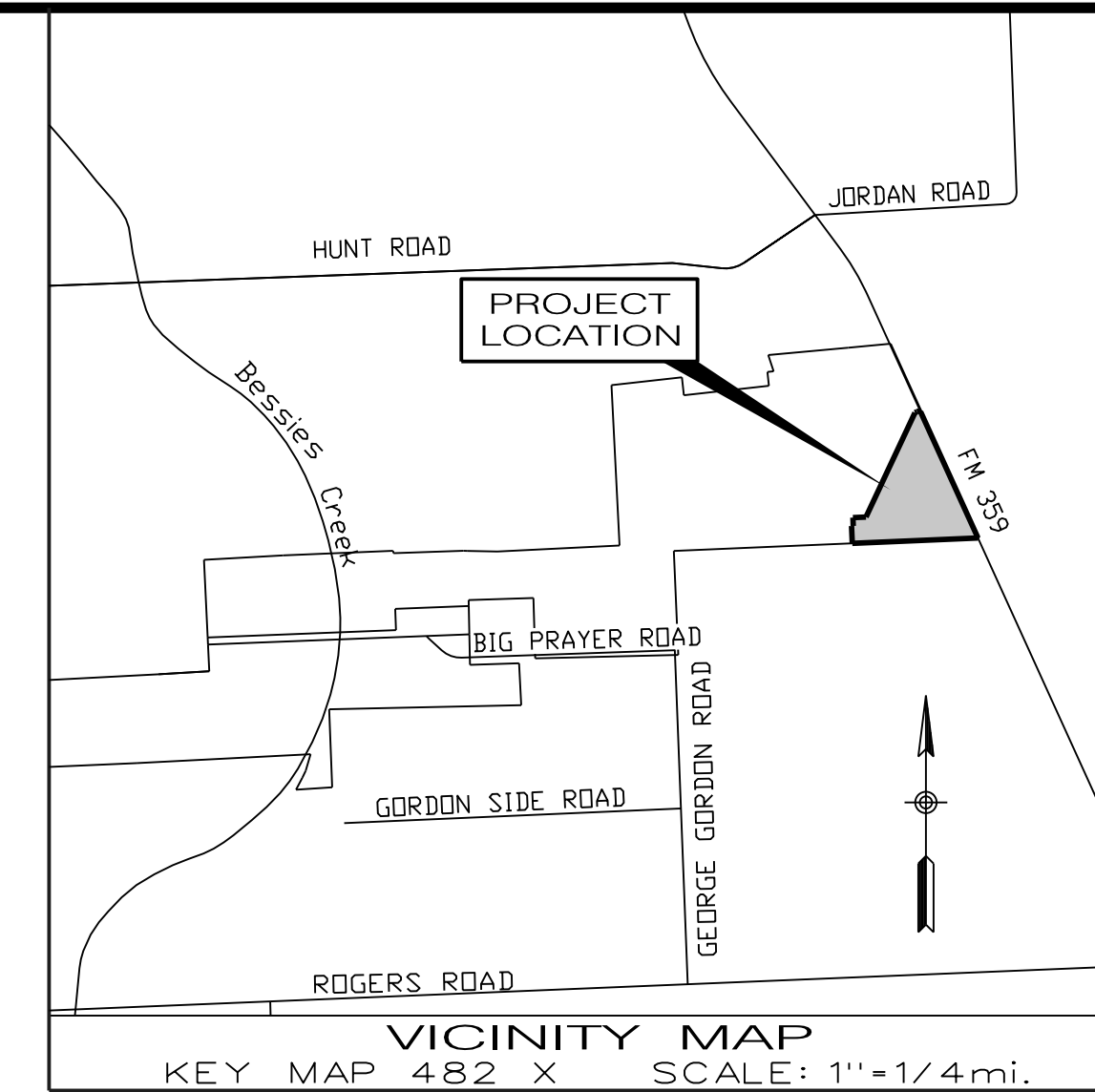
BY: _____
AMY PEARCE, CHAIRMAN

BY: _____
DAR HAKIMZADEH, CO-CHAIRMAN

THIS PLAT OF SUMMERVIEW SECTION THREE, WAS APPROVED ON _____, 2021, 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 FILED WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS WITHIN SIX MONTHS THEREAFTER.

BY: _____
AARON GROFF, MAYOR

BY: _____



I, J. STACY SLAWINSKI, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF 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 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 CLERK

W.A. "ANDY" MEYERS
COMMISSIONER, PRECINCT 3

KEN R. DEMERCHANT
COMMISSIONER, PRECINCT 4

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2021, AT ____ O'CLOCK (A.M. OR P.M.), 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
CLERK OF THE COUNTY
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT OF SUMMERVIEW SECTION THREE

BEING A SUBDIVISION OF 10.36 ACRES
LOCATED IN THE
NATHAN BROOKSHIRE SURVEY
ABSTRACT NO. 14
FORT BEND COUNTY, TEXAS

32 LOTS 3 BLOCKS 6 RESERVES

DATE: NOVEMBER, 2021

OWNER:
M/I HOMES OF HOUSTON, LLC
A DELAWARE LIMITED LIABILITY COMPANY
10910 W. Sam Houston Pkwy., N., Ste. 500
Houston, TX 77064
Tel: (281) 223-1602

PLANNER:
7GEN PLANNING
Planning and Landscape Architecture
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0394 (713) 783-3580, Fax



ENGINEER/SURVEYOR:
Costello

COSTELLO, INC.
Engineering and Surveying
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

GENERAL NOTES:

- THIS PLAT IS BASED ON A CITY PLANNING LETTER PREPARED BY CHARTER TITLE COMPANY, ORDER NO. 2021-0572 DATE OCTOBER 25, 2021, AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; A.E. INDICATES AERIAL EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; S.T.M.S.E. INDICATES STORM SEWER EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; F.M.E. INDICATES FORCE MAIN EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; H.L.P. INDICATES HOUSTON LIGHTING AND POWER; O.R.F.B.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY; F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS; F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS, S.W.B.T. INDICATES SOUTHWESTERN BELL TELEPHONE, S.C.E. INDICATES SANITARY CONTROL EASEMENT.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NUMBER 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE 1.000123576.
- THERE ARE NO PIPELINES NOR PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
- THIS PROPERTY LIES WITHIN UNSHADED ZONE "X" AND A PORTION IN ZONE "A" AS PER FLOOD INSURANCE RATE MAP, MAP NUMBER 48157C0085L DATED APRIL 2, 2014.
- A ONE-FOOT RESERVE (1' RESERVE) HAS BEEN DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BE VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE TITLE FEE THEREON SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
- ALL BUILDING LINES ALONG STREET RIGHTS-OF-WAY ARE AS SHOWN ON THE PLAT.
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN NINE HUNDRED (900) SQUARE FEET SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL. (WHEN APPLICABLE)
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- THIS PROPERTY LIES WITHIN FORT BEND COUNTY, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 195, CAD 11, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FORT BEND ESD #4 AND CITY OF FULSHEAR ETI.
- ALL DRAINAGE EASEMENTS AND RESERVES WILL BE OWNED AND MAINTAINED BY FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 200.
- CONTROL BENCHMARK: NGS MONUMENT STAMPED "L 806 RESET 1963", LOCATED ALONG THE SOUTHWEST RIGHT-OF-WAY OF FM 359 APPROXIMATELY 0.45 MILES NORTHWEST OF FM 723, ELEVATION 94.56 NAVD 88, 1991 ADJUSTMENT.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL, WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 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 FOUNDATION AND 12 INCHES ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT, WHICHEVER IS HIGHER.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN FIVE (5) FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAYS WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH THE A.D.A.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. ALL PROPERTY IS REQUIRED TO DRAIN INTO THE DRAINAGE EASEMENT THROUGH AN APPROVED DRAINAGE STRUCTURE.
- THIS PLAT LIES WITHIN ZONE "LZ3" OF THE FORT BEND COUNTY LIGHTING ORDINANCE ZONE, DATED JUNE 2004.
- ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- A MINIMUM DISTANCE OF TEN (10) FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- CONTOURS SHOWN HEREON ARE NAVD 88 DATUM.
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
- 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.

METES AND BOUNDS DESCRIPTION FOR 10.36 ACRES

Being a 10.36 acre tract of land located in the Nathan Brookshire Survey, Abstract No. 14, in Fort Bend County, Texas; said 10.36 acre tract being a portion of a called 102.886 acre tract of land recorded in the name of Rooted Development Services, LLC, in Clerk's File Number 2020164195 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.); said 10.36 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System (NAD 83), South Central Zone and referenced to the north line of said 102.886 acre tract):

Commencing at a 1/2-inch iron pipe with cap stamped "KALKOMEY" found at the southeast corner of a called 4.65 acre tract of land recorded in Clerk's File Number 2015014155 of the O.P.R.F.B.C., and the northeast corner of said 102.886 acre tract, same being on the southwest Right-of-Way (R.O.W.) line of FM 359 (100-foot wide);

Thence, with the northeasterly line of said 102.886 acre tract and said southwest R.O.W. line of FM 359, South 24 degrees 29 minutes 03 seconds East, a distance of 554.20 feet to the Point of Beginning of the herein described tract;

- Thence, continuing with said northeast line of the 102.886 acre tract and said southwest R.O.W. line, South 24 degrees 29 minutes 03 seconds East, a distance of 982.98 feet a 1/2-inch iron pipe found at the southeast corner of said 102.886 acre tract and the northeast corner of a called 12.545 acre tract of land recorded in Clerk's File Number 2003126222 of the O.P.R.F.B.C.;
- Thence, with the northerly line of said 12.545 acre tract and the southerly line of said 102.886 acre tract, South 87 degrees 33 minutes 36 seconds West, a distance of 916.87 feet;

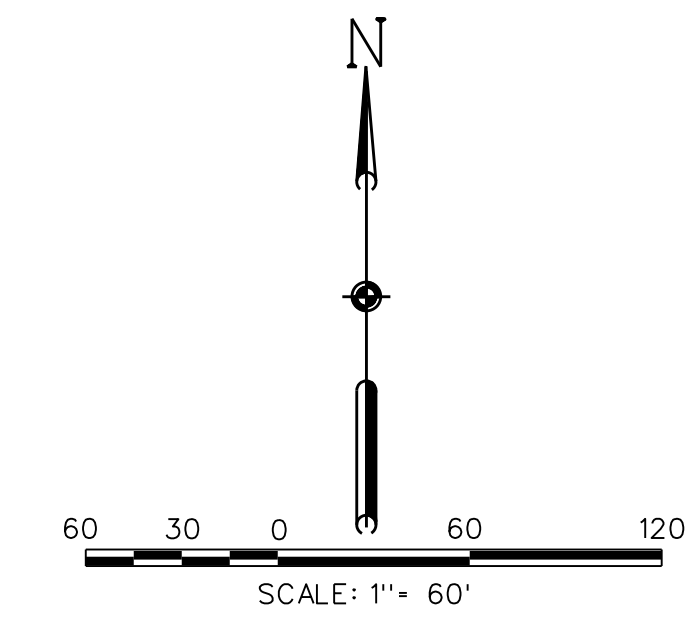
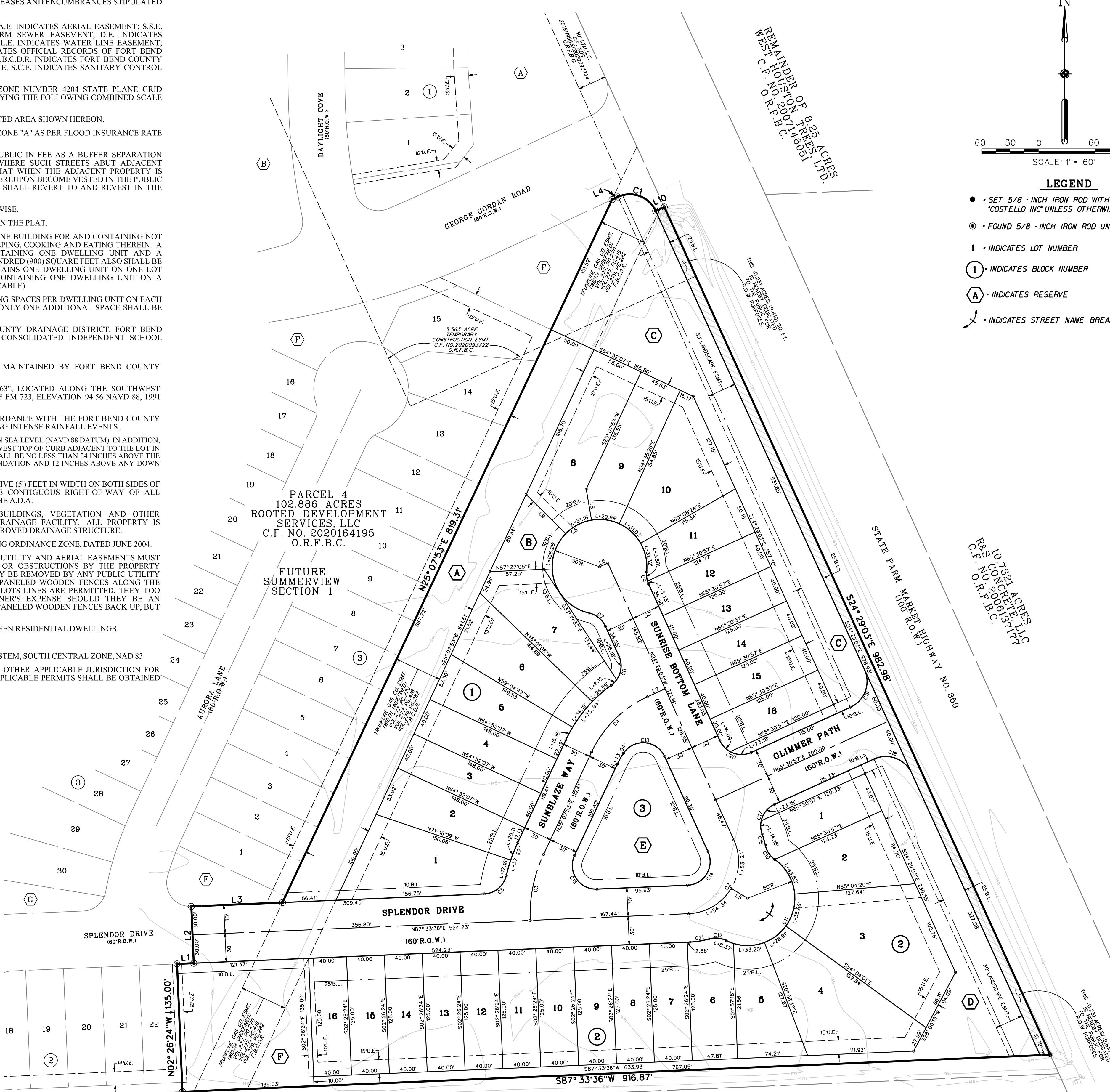
Thence, through said 102.886 acre tract, the following eight (8) courses:

- North 02 degrees 26 minutes 24 seconds West, a distance of 135.00 feet;
- North 87 degrees 33 minutes 36 seconds East, a distance of 17.65 feet;
- North 02 degrees 26 minutes 24 seconds West, a distance of 60.00 feet;
- North 87 degrees 33 minutes 36 seconds East, a distance of 96.30 feet;
- North 25 degrees 07 minutes 53 seconds East, a distance of 819.31 feet;
- North 65 degrees 07 minutes 31 seconds East, a distance of 6.75 feet;
- 47.33 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 23 minutes 26 seconds, a radius of 30.00 feet and a chord that bears South 69 degrees 40 minutes 46 seconds East, a distance of 42.57 feet;
- North 65 degrees 30 minutes 57 seconds East, a distance of 10.00 feet to the Point of Beginning and containing 10.36 acres of land.

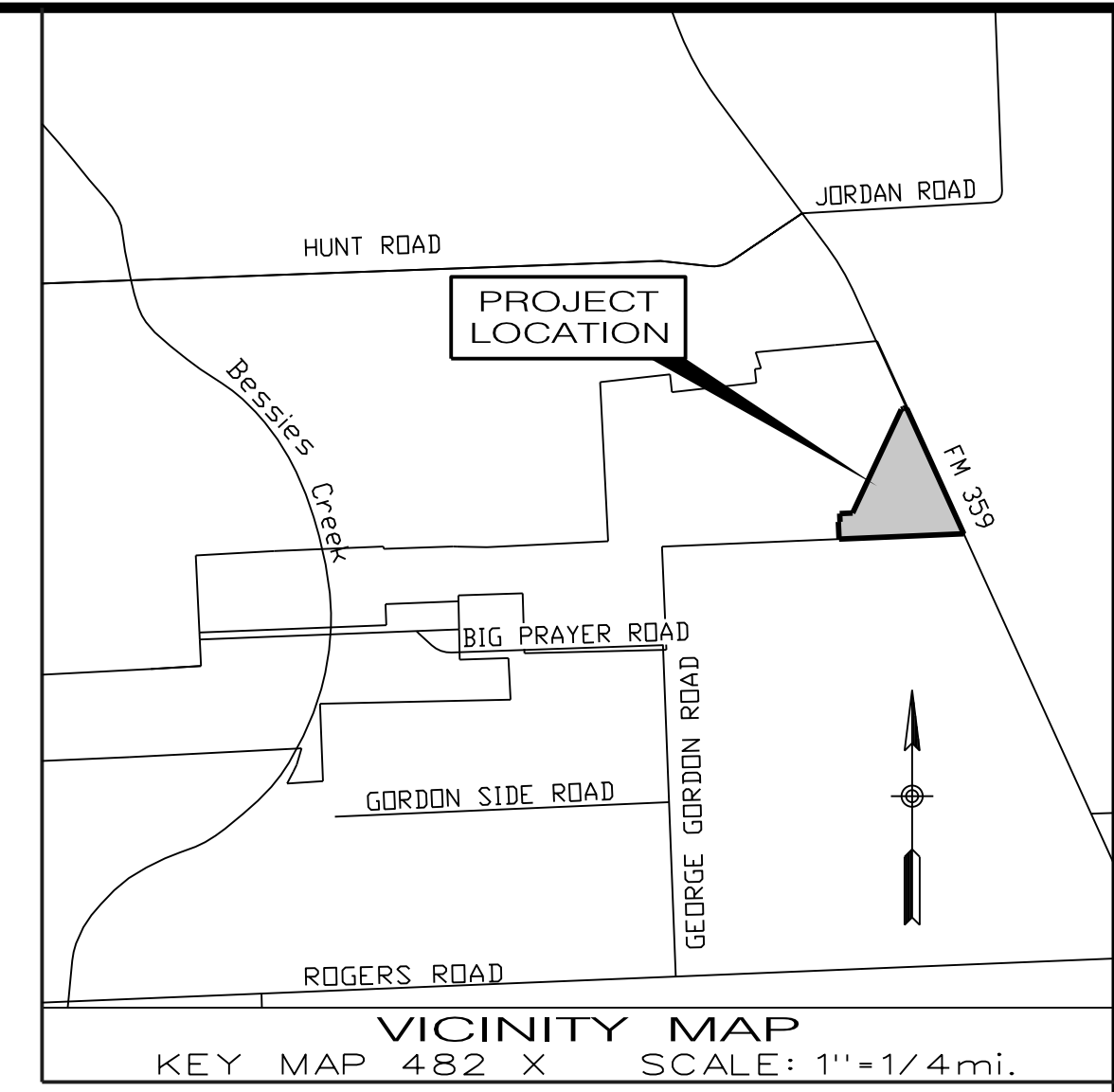
12.545 ACRES
IGNACIO M. FAZ AND
BLANCA FAZ
C.F. NO. 2003126222
O.R.F.B.C.

10.554 ACRES
SOLANGE R. GABICE, AKA
SOLANGE GABICE, ET VIR
C.F. NO. 2012049545
O.R.F.B.C.

10.969 ACRES
JESUS GONZALES, ET UX
C.F. NO. 2004063329
O.R.F.B.C.



- LEGEND**
- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
 - ⊙ FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
 - 1 • INDICATES LOT NUMBER
 - ① • INDICATES BLOCK NUMBER
 - Ⓐ • INDICATES RESERVE
 - • INDICATES STREET NAME BREAK



RESERVE TABLE

RESERVE	LANDSCAPE / OPEN SPACE	ACRES	SQ. FT.
RESERVE "A"	LANDSCAPE / OPEN SPACE	0.75 AC.	32,733 SQ. FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE	0.12 AC.	5,078 SQ. FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE	0.90 AC.	39,050 SQ. FT.
RESERVE "D"	LANDSCAPE / OPEN SPACE	0.62 AC.	27,039 SQ. FT.
RESERVE "E"	LANDSCAPE / OPEN SPACE	0.34 AC.	14,939 SQ. FT.
RESERVE "F"	LANDSCAPE / OPEN SPACE	0.43 AC.	18,769 SQ. FT.
TOTAL:		3.16 AC.	137,608 SQ. FT.

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	47.33	30.00	90° 23' 26"	S68°40'46"E	42.57
C2	107.55	55.00	112° 2' 39"	N31°26'16"E	91.22
C3	71.68	150.00	27° 22' 44"	N11°26'31"E	71.00
C4	84.58	120.00	40° 23' 4"	N45°19'25"E	82.84
C5	32.42	25.00	74° 17' 28"	N50°24'52"E	30.19
C6	34.30	25.00	78° 37' 16"	N14°49'35"E	31.68
C7	23.02	25.00	52° 45' 31"	N50°54'49"W	22.22
C8	229.75	50.00	263° 16' 26"	N54°23'39"E	74.74
C9	13.31	25.00	30° 30' 55"	S09°13'36"E	13.16
C10	18.72	25.00	42° 54' 40"	S33°20'52"E	18.29
C11	148.66	50.00	171° 30' 3"	S30°56'49"W	99.73
C12	18.72	25.00	42° 54' 40"	N84°45'29"W	18.29
C13	53.27	25.00	122° 5' 8"	S85°31'37"E	43.75
C14	48.89	25.00	112° 2' 39"	S31°32'16"W	41.46
C15	51.30	25.00	117° 34' 17"	N33°39'16"W	42.76
C16	12.09	85.00	8° 8' 47"	S16°37'55"E	12.08
C17	37.33	25.00	85° 33' 15"	N22°44'19"E	33.96
C18	47.12	30.00	90° 0' 0"	S69°29'03"E	42.43
C19	47.12	30.00	90° 0' 0"	N20°30'57"E	42.43
C20	39.27	25.00	90° 0' 0"	S69°29'03"E	35.36
C21	20.43	85.00	13° 46' 25"	S80°40'23"W	20.38

LINE DATA TABLE

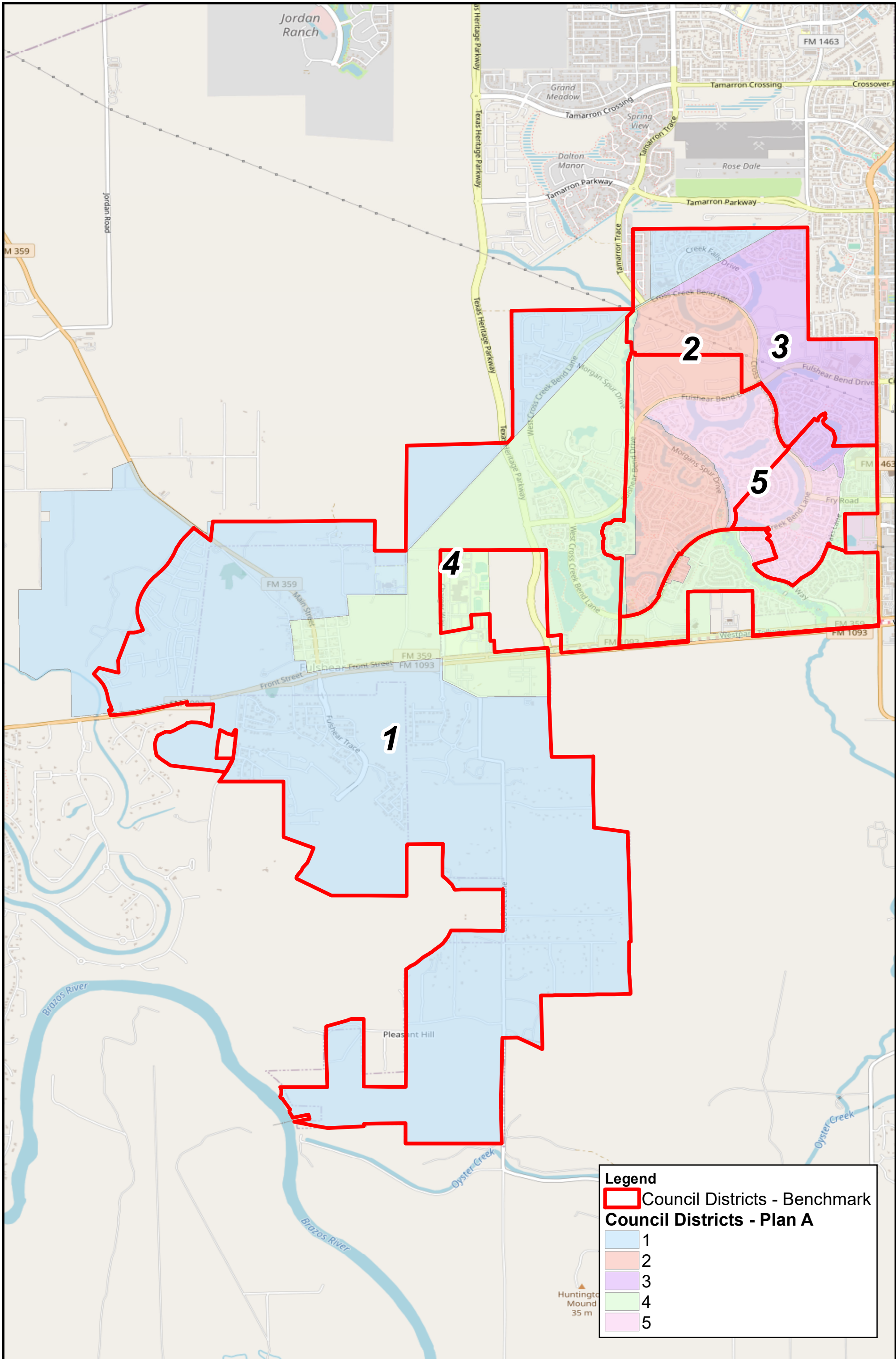
NUMBER	DIRECTION	DISTANCE (FEET)
L1	N87°33'36"E	17.65
L2	N02°26'24"W	60.00
L3	N87°33'36"E	96.30
L4	N65°07'31"E	6.75
L5	S59°03'11"E	20.10
L6	S65°30'57"W	9.61
L7	N65°30'57"E	20.47
L8	S09°43'18"E	33.22
L9	N45°27'21"W	58.74
L10	N65°30'57"E	10.00

FINAL PLAT OF SUMMERVIEW SECTION THREE
 BEING A SUBDIVISION OF 10.36 ACRES LOCATED IN THE NATHAN BROOKSHIRE SURVEY ABSTRACT NO. 14 FORT BEND COUNTY, TEXAS
 32 LOTS 3 BLOCKS 6 RESERVES
 SCALE: 1"=60' DATE: NOVEMBER, 2021

OWNER:
 M/I HOMES OF HOUSTON, LLC
 A DELAWARE LIMITED LIABILITY COMPANY
 10910 W. Sam Houston Pkwy, N., Ste. 500
 Houston, TX 77064
 Tel: (281) 223-1602

PLANNER:
 TGEN PLANNING
 Planning and Landscape Architecture
 2107 CityWest Blvd., 3rd Floor
 Houston, Texas 77042
 (713) 343-0394 (713) 783-3580, Fax

ENGINEER/SURVEYOR:
 Costello
 COSTELLO, INC.
 Engineering and Surveying
 2107 CITYWEST BOULEVARD
 3RD FLOOR
 HOUSTON, TEXAS 77042
 (713) 783-7788 FAX: 783-3580
 TBPE FIRM REGISTRATION NO. 280
 TBPLS FIRM REGISTRATION NO. 100486



Legend

- Council Districts - Benchmark
- Council Districts - Plan A**
- 1
- 2
- 3
- 4
- 5

Fulshear City Council Districts - Draft Plan A



Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 12/6/2021 10:39:25 AM

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	3,460	3,256	6.25%	708	20.46%	2,064	59.65%	236	6.82%	289	8.35%	11	0.32%	0	0.00%	27	0.78%	126	3.64%
2	3,198	3,256	-1.79%	787	24.61%	1,551	48.50%	241	7.54%	492	15.38%	3	0.09%	0	0.00%	14	0.44%	110	3.44%
3	3,292	3,256	1.09%	630	19.14%	1,669	50.70%	212	6.44%	609	18.50%	6	0.18%	0	0.00%	9	0.27%	157	4.77%
4	3,170	3,256	-2.65%	581	18.33%	1,970	62.15%	167	5.27%	298	9.40%	3	0.09%	0	0.00%	10	0.32%	143	4.51%
5	3,162	3,256	-2.90%	454	14.36%	1,899	60.06%	164	5.19%	501	15.84%	1	0.03%	0	0.00%	10	0.32%	133	4.21%
TOTAL:	16,282			3,160	19.41%	9,153	56.22%	1,020	6.26%	2,189	13.44%	24	0.15%	0	0.00%	70	0.43%	669	4.11%

Ideal Size: 16282 / 5 = 3256

Total Population: 16,282

Overall Deviation: 9.15%

Some percentages may be subject to rounding errors.



Fulshear City Council Districts - Draft Plan A
Demographics Report - Detailed 2020 Census Voting Age Population



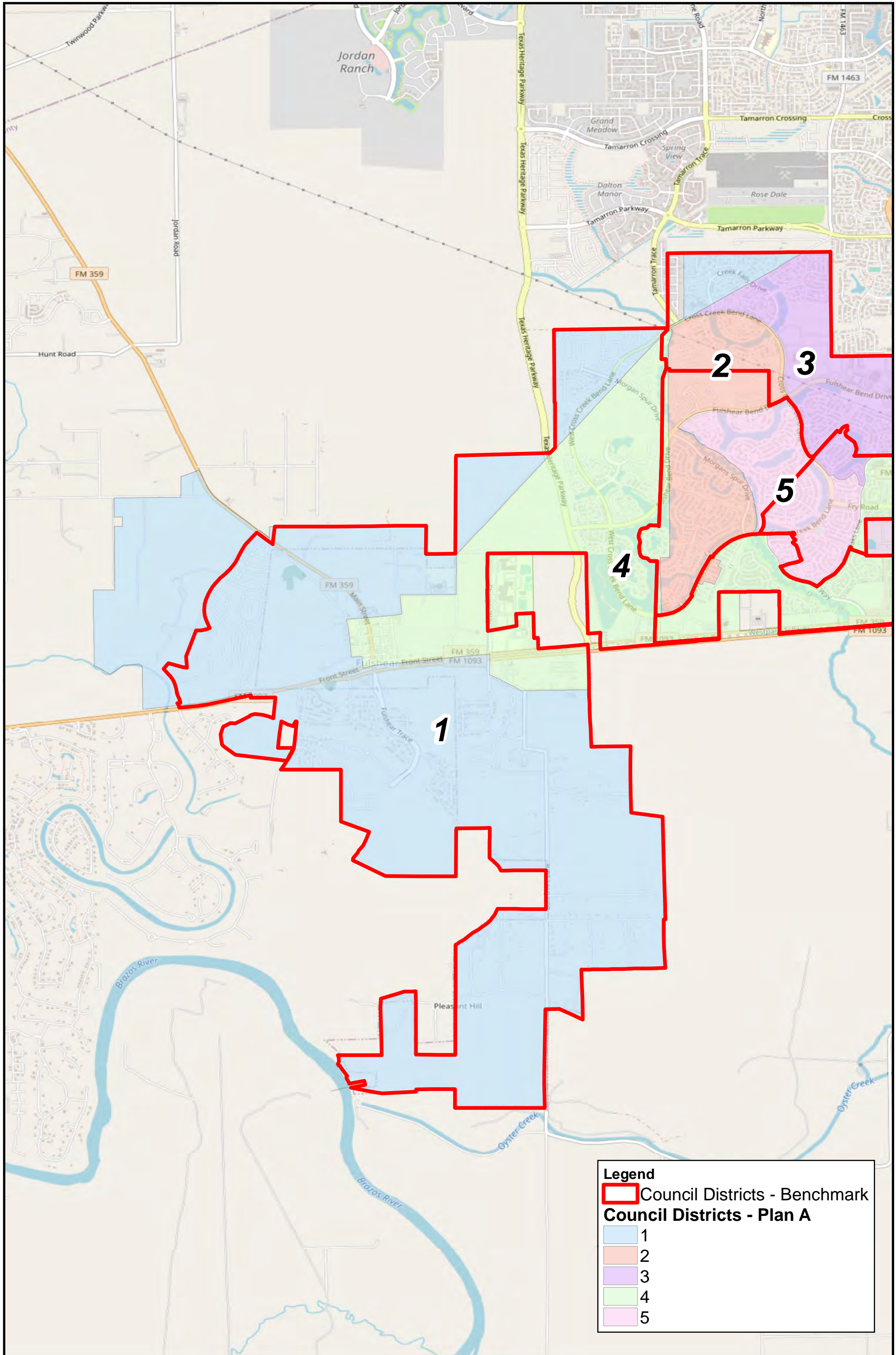
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




District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	2,247	440	19.58%	1,383	61.55%	163	7.25%	184	8.19%	11	0.49%	0	0.00%	12	0.53%	58	2.58%
2	2,067	511	24.72%	1,017	49.20%	157	7.60%	313	15.14%	3	0.15%	0	0.00%	9	0.44%	57	2.76%
3	1,954	357	18.27%	1,005	51.43%	130	6.65%	393	20.11%	3	0.15%	0	0.00%	4	0.20%	62	3.17%
4	2,268	368	16.23%	1,482	65.34%	122	5.38%	211	9.30%	3	0.13%	0	0.00%	6	0.26%	79	3.48%
5	1,876	247	13.17%	1,140	60.77%	102	5.44%	308	16.42%	0	0.00%	0	0.00%	6	0.32%	73	3.89%
TOTALS:	10,412	1,923	18.47%	6,027	57.89%	674	6.47%	1,409	13.53%	20	0.19%	0	0.00%	37	0.36%	329	3.16%

* VAP - Voting Age Population

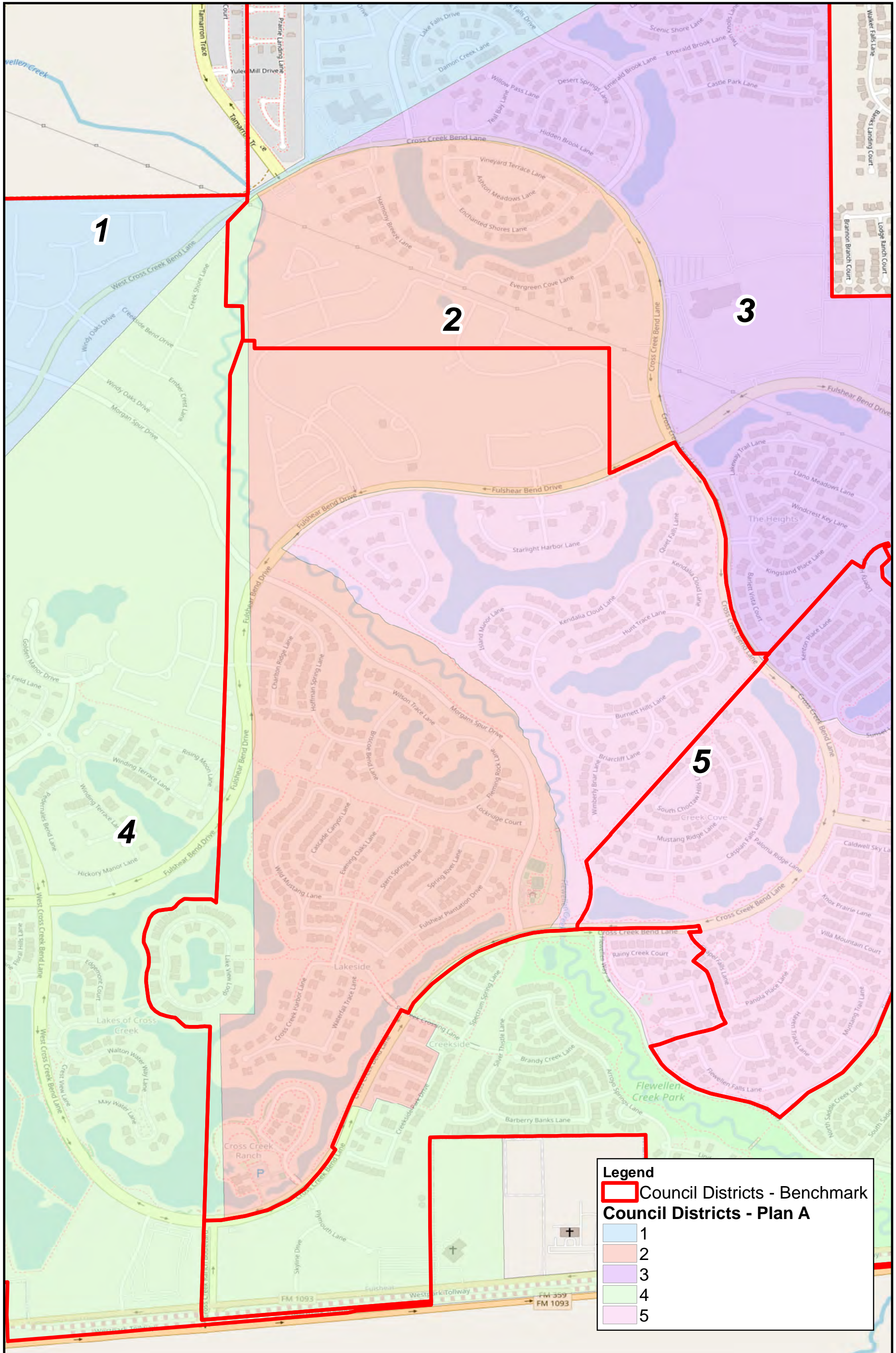
Some percentages may be subject to rounding errors.





Legend	
	Council Districts - Benchmark
Council Districts - Plan A	
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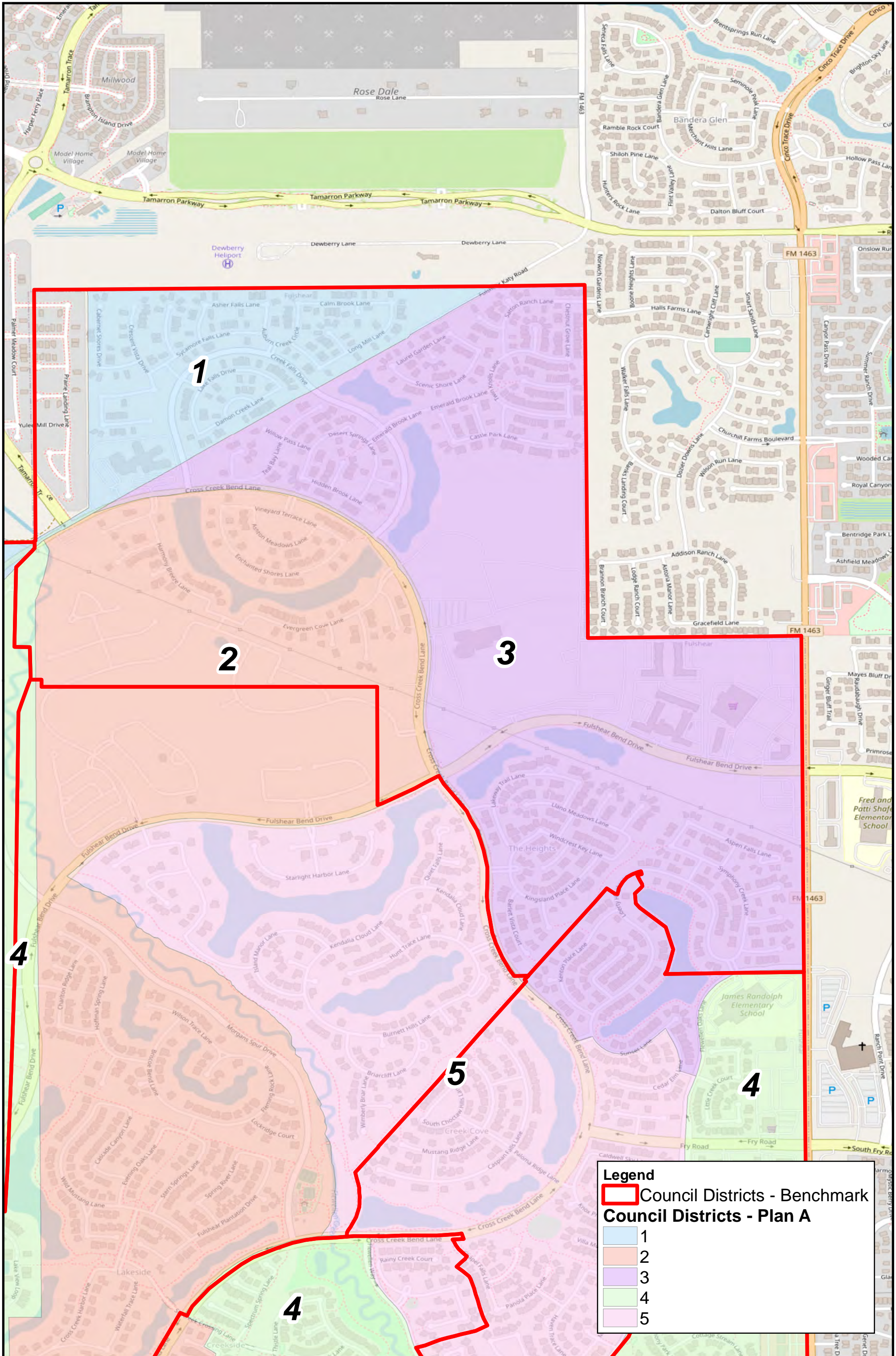




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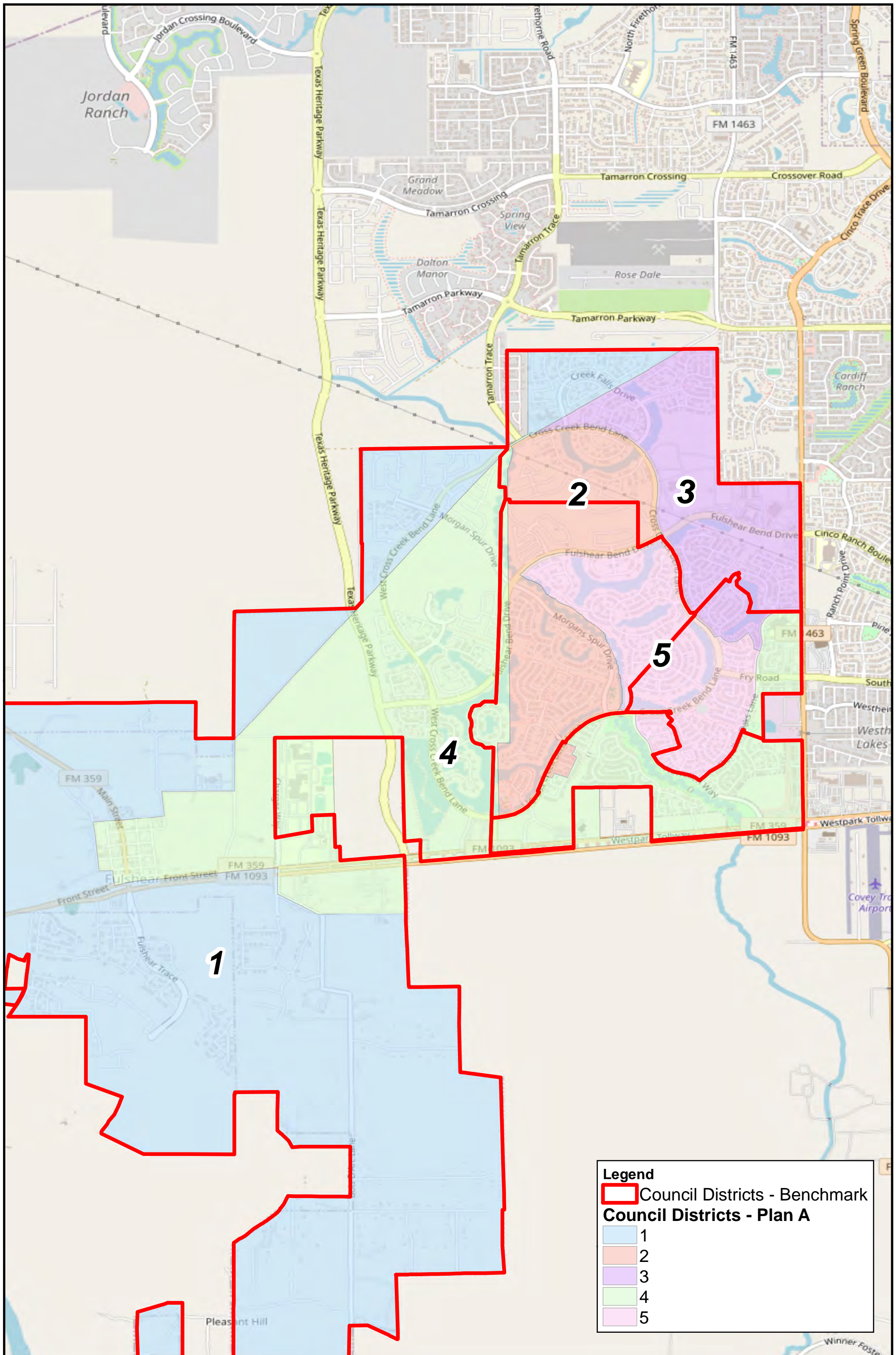
- Council Districts - Benchmark
- Council Districts - Plan A**
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Legend

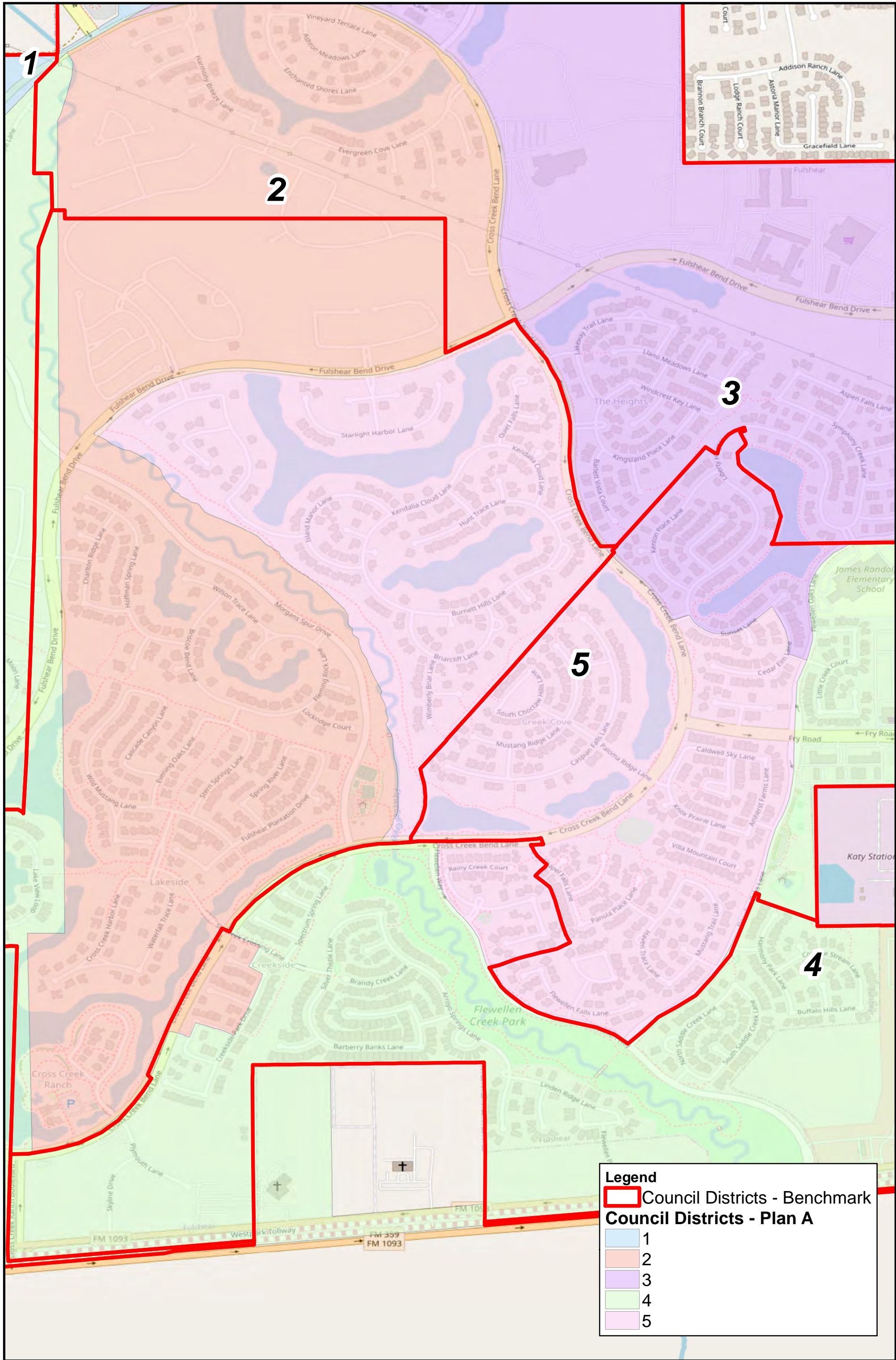
- Council Districts - Benchmark
- Council Districts - Plan A**
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Legend

- Council Districts - Benchmark
- Council Districts - Plan A**
- 1
- 2
- 3
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- 5





Legend	
	Council Districts - Benchmark
	Council Districts - Plan A
	1
	2
	3
	4
	5



Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 12/6/2021 10:39:25 AM

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	3,460	3,256	6.25%	20.46%	59.65%	6.82%	8.35%	4.74%
2	3,198	3,256	-1.79%	24.61%	48.50%	7.54%	15.38%	3.97%
3	3,292	3,256	1.09%	19.14%	50.70%	6.44%	18.50%	5.22%
4	3,170	3,256	-2.65%	18.33%	62.15%	5.27%	9.40%	4.92%
5	3,162	3,256	-2.90%	14.36%	60.06%	5.19%	15.84%	4.55%
TOTAL:	16,282			19.41%	56.22%	6.26%	13.44%	4.69%

Ideal Size: 16282 / 5 = 3256

Total Population: 16,282

Overall Deviation: 9.15%

Some percentages may be subject to rounding errors.

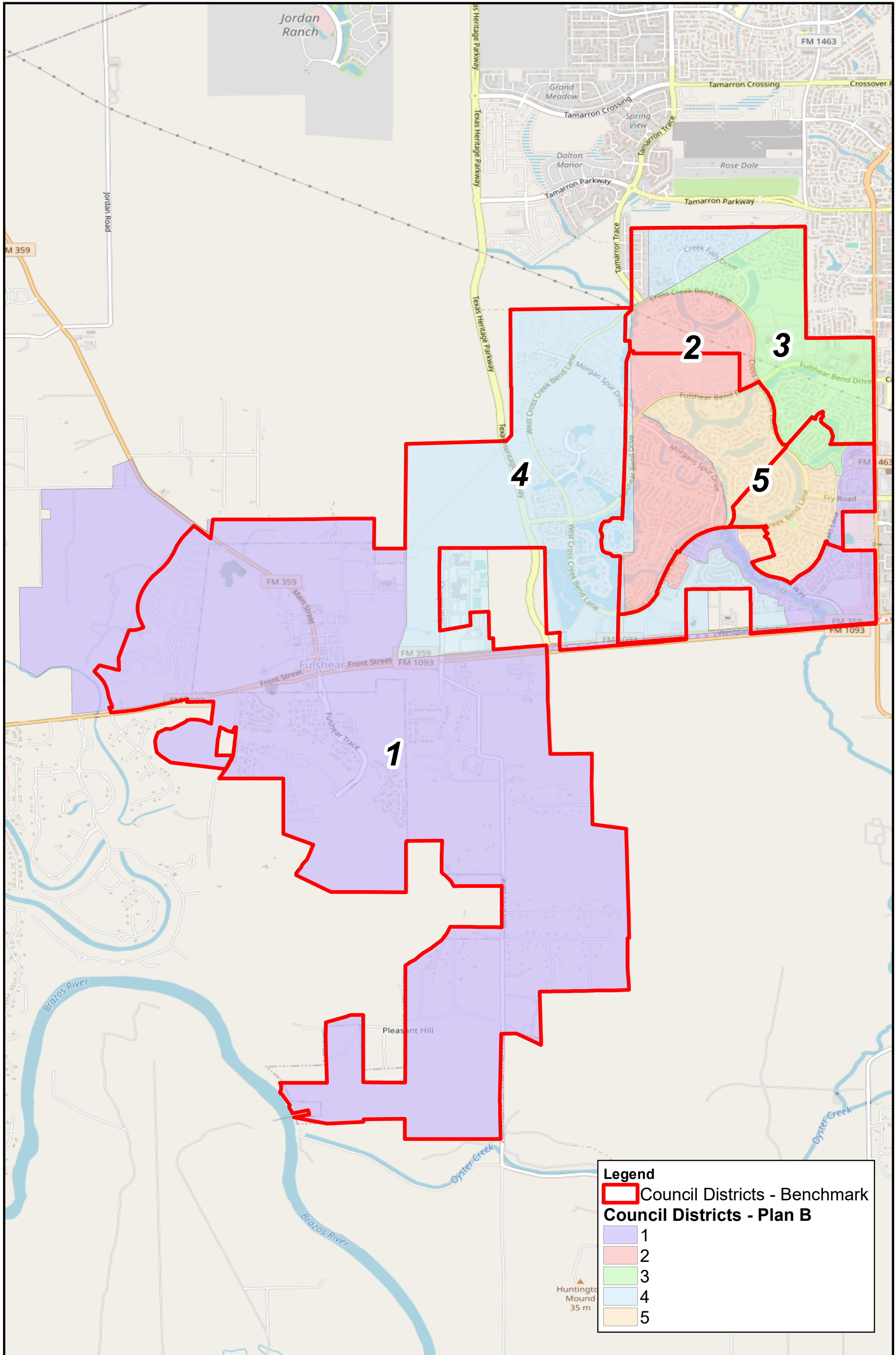
Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 12/6/2021 10:39:25 AM

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	2,247		19.58%	61.55%	7.25%	8.19%	3.60%
2	2,067		24.72%	49.20%	7.60%	15.14%	3.34%
3	1,954		18.27%	51.43%	6.65%	20.11%	3.53%
4	2,268		16.23%	65.34%	5.38%	9.30%	3.88%
5	1,876		13.17%	60.77%	5.44%	16.42%	4.21%
	10,412		18.47%	57.89%	6.47%	13.53%	3.71%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.



Legend

- Council Districts - Benchmark
- Council Districts - Plan B**
- 1
- 2
- 3
- 4
- 5

Fulshear City Council Districts - Draft Plan B



Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 12/6/2021 11:45:46 AM

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	3,323	3,256	2.05%	560	16.85%	2,240	67.41%	214	6.44%	134	4.03%	9	0.27%	0	0.00%	27	0.81%	141	4.24%
2	3,227	3,256	-0.90%	804	24.91%	1,558	48.28%	241	7.47%	496	15.37%	3	0.09%	0	0.00%	14	0.43%	111	3.44%
3	3,292	3,256	1.09%	630	19.14%	1,669	50.70%	212	6.44%	609	18.50%	6	0.18%	0	0.00%	9	0.27%	157	4.77%
4	3,278	3,256	0.66%	712	21.72%	1,787	54.51%	189	5.77%	449	13.70%	5	0.15%	0	0.00%	10	0.31%	127	3.87%
5	3,162	3,256	-2.90%	454	14.36%	1,899	60.06%	164	5.19%	501	15.84%	1	0.03%	0	0.00%	10	0.32%	133	4.21%
TOTAL:	16,282			3,160	19.41%	9,153	56.22%	1,020	6.26%	2,189	13.44%	24	0.15%	0	0.00%	70	0.43%	669	4.11%

Ideal Size: 16282 / 5 = 3256

Total Population: 16,282

Overall Deviation: 4.94%

Some percentages may be subject to rounding errors.



Fulshear City Council Districts - Draft Plan B
Demographics Report - Detailed 2020 Census Voting Age Population



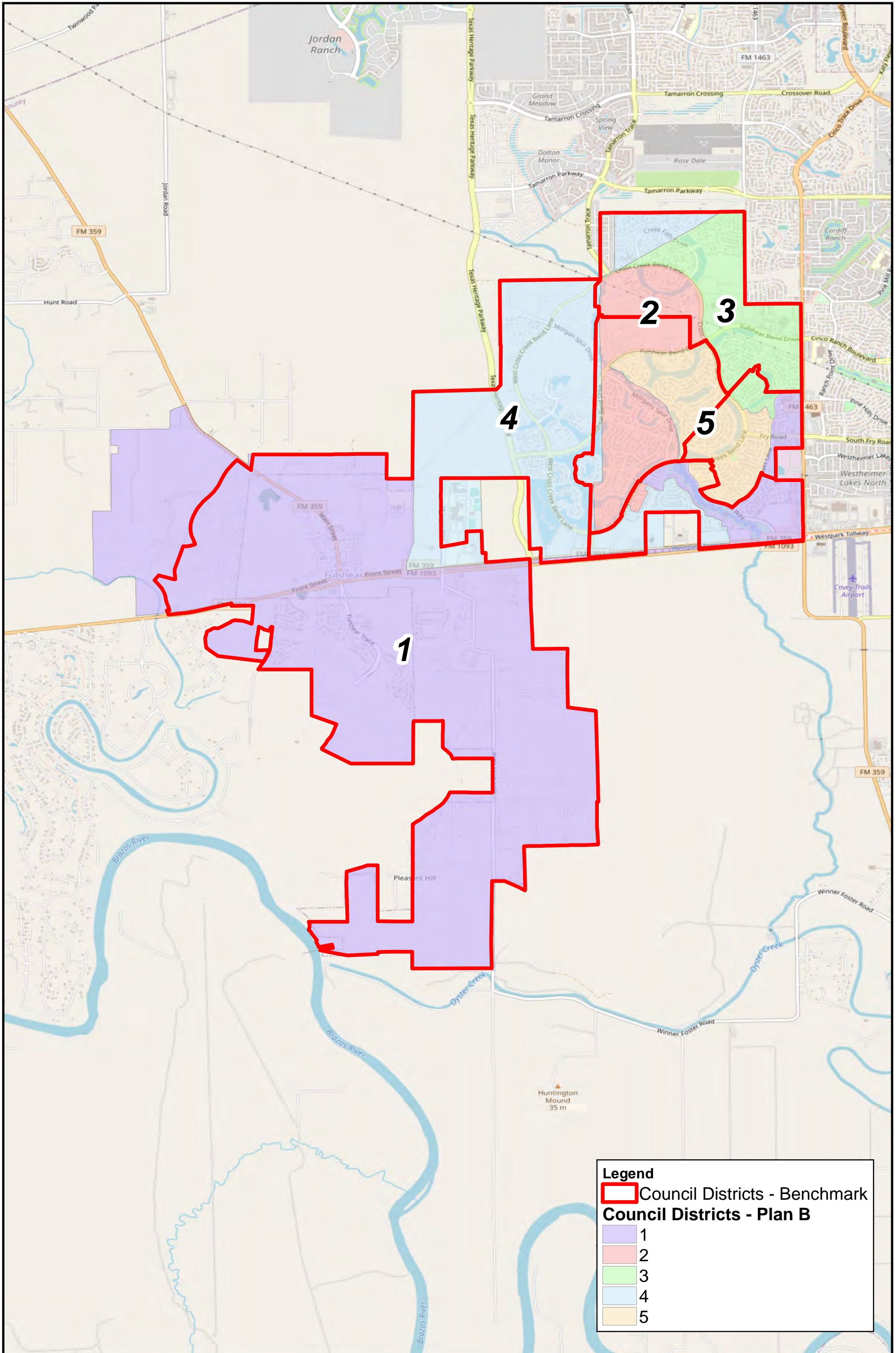
Plan Last Edited on: 12/6/2021 11:45:46 AM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	2,206	346	15.68%	1,518	68.81%	162	7.34%	92	4.17%	9	0.41%	0	0.00%	16	0.73%	68	3.08%
2	2,080	516	24.81%	1,024	49.23%	157	7.55%	313	15.05%	3	0.14%	0	0.00%	9	0.43%	58	2.79%
3	1,954	357	18.27%	1,005	51.43%	130	6.65%	393	20.11%	3	0.15%	0	0.00%	4	0.20%	62	3.17%
4	2,296	457	19.90%	1,340	58.36%	123	5.36%	303	13.20%	5	0.22%	0	0.00%	2	0.09%	68	2.96%
5	1,876	247	13.17%	1,140	60.77%	102	5.44%	308	16.42%	0	0.00%	0	0.00%	6	0.32%	73	3.89%
TOTALS:	10,412	1,923	18.47%	6,027	57.89%	674	6.47%	1,409	13.53%	20	0.19%	0	0.00%	37	0.36%	329	3.16%

* VAP - Voting Age Population

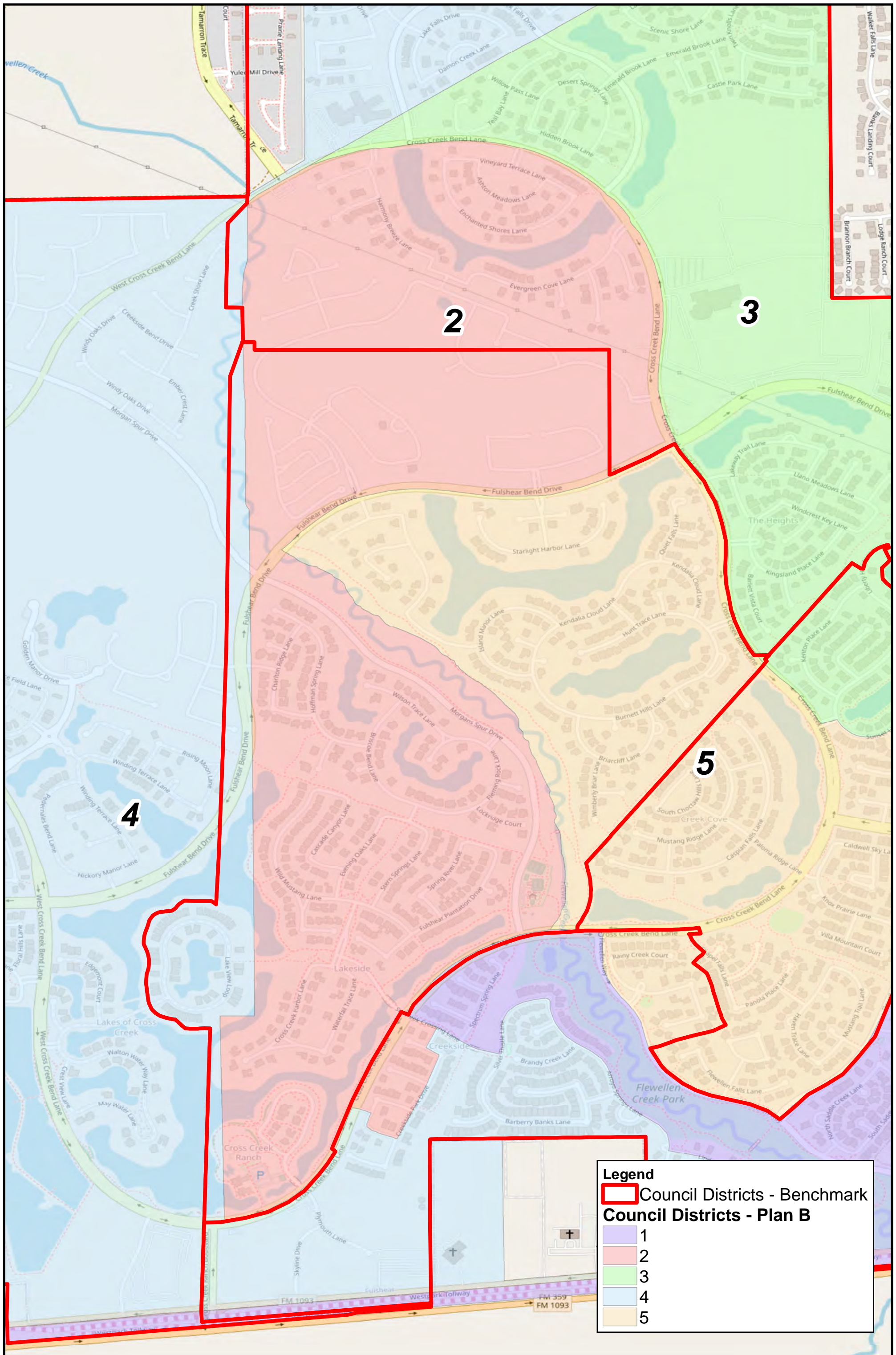
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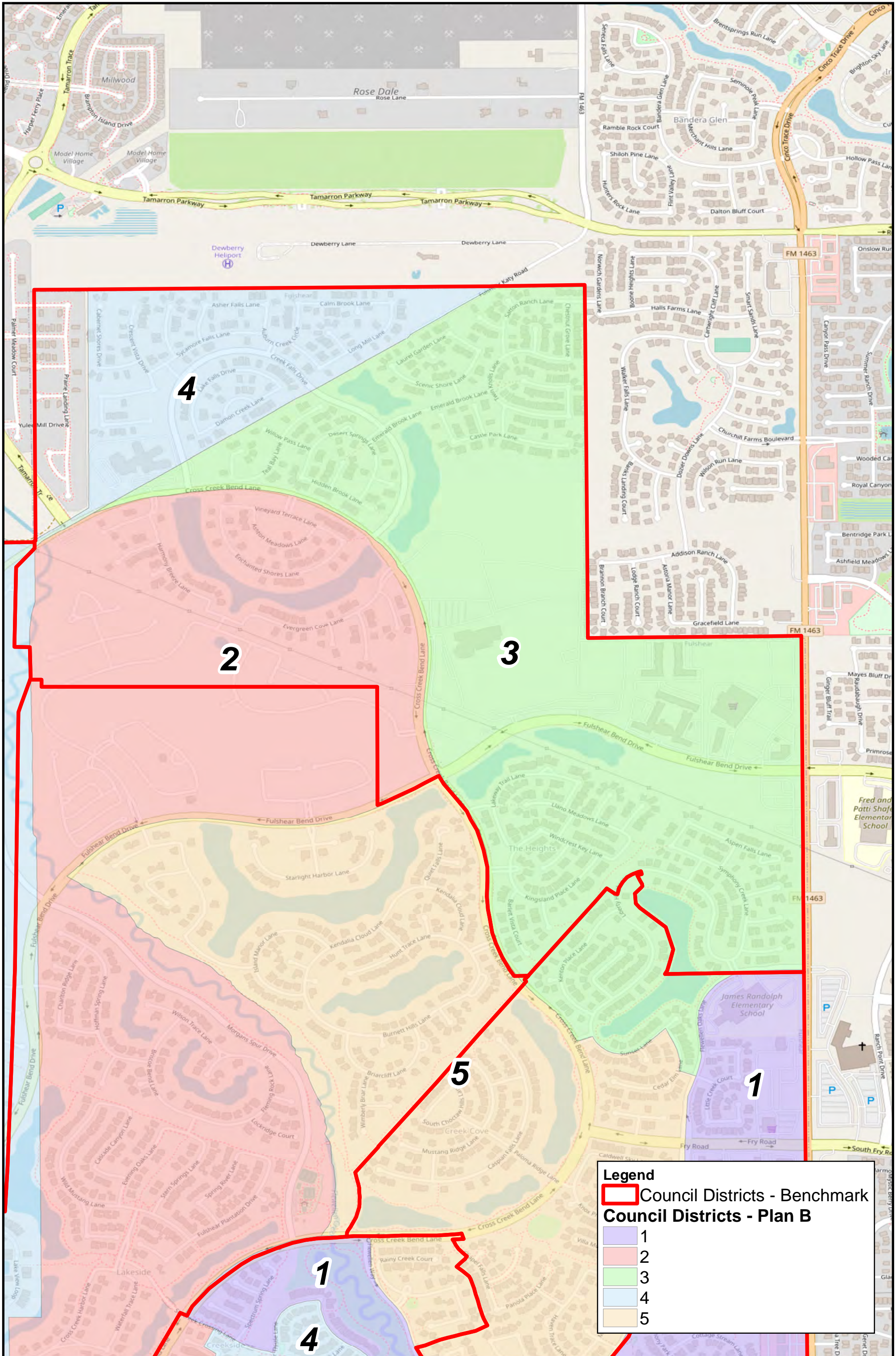




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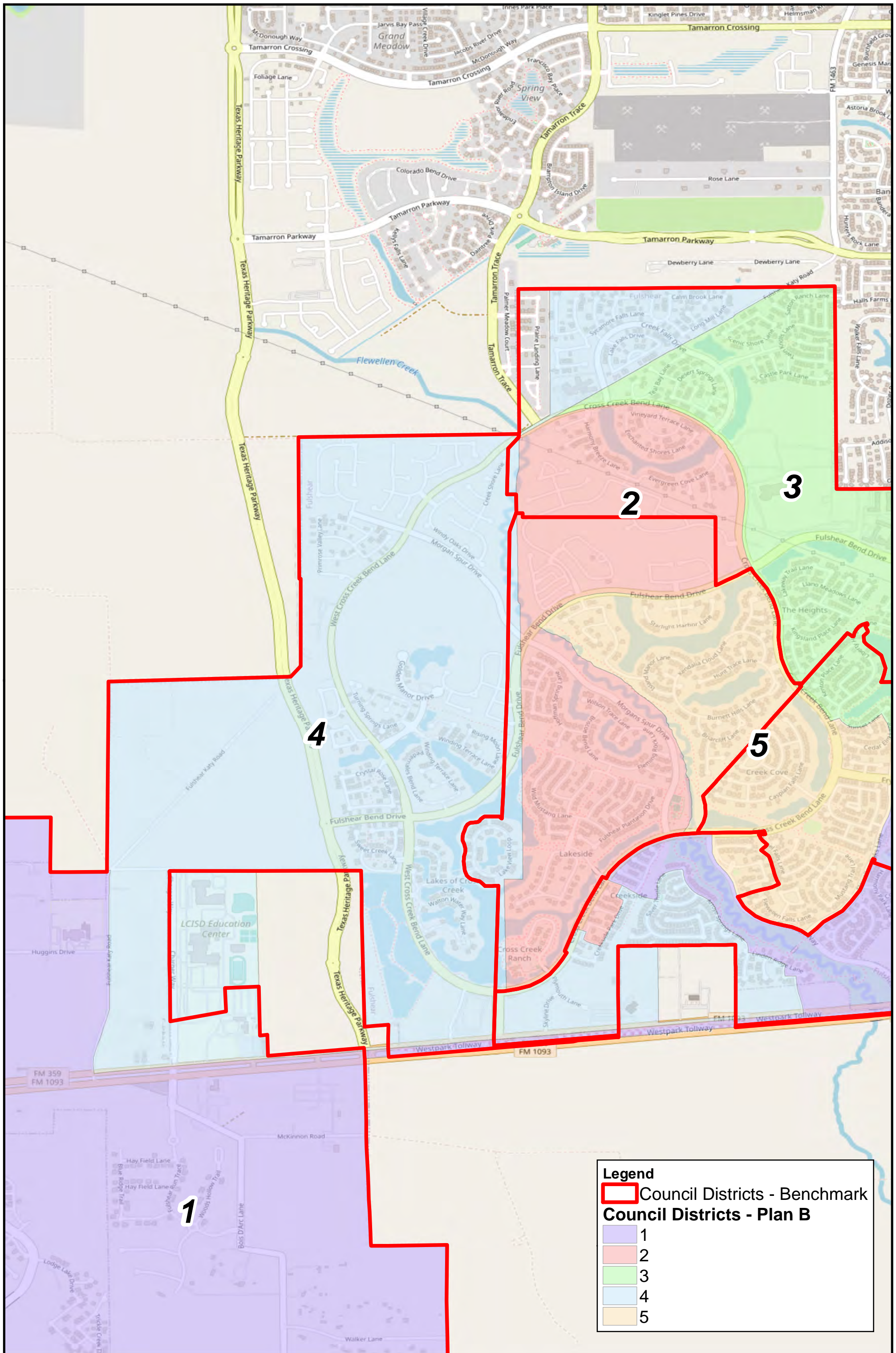
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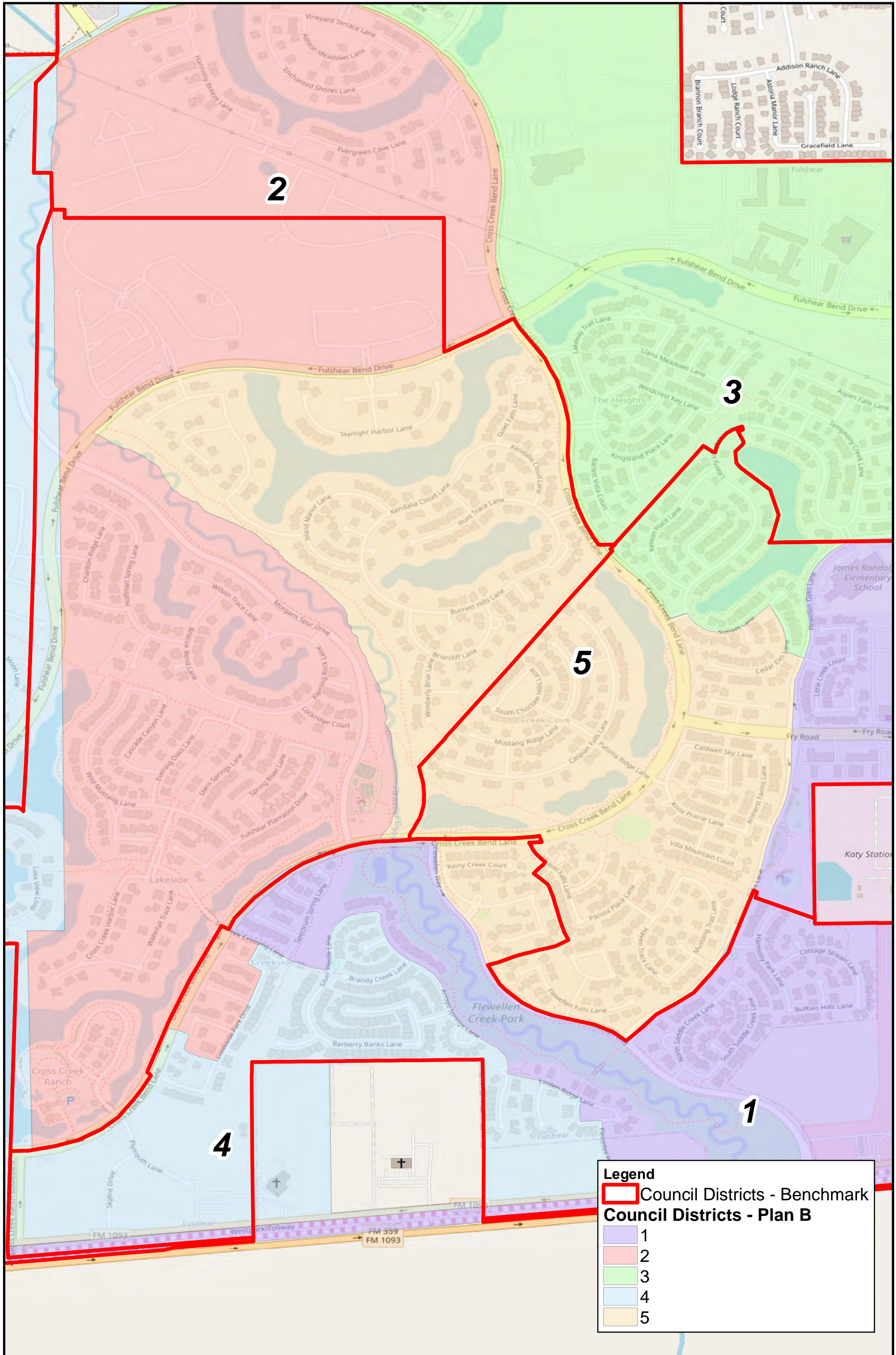
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Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 12/6/2021 11:45:46 AM

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3	3,292	3,256	1.09%	19.14%	50.70%	6.44%	18.50%	5.22%
4	3,278	3,256	0.66%	21.72%	54.51%	5.77%	13.70%	4.33%
5	3,162	3,256	-2.90%	14.36%	60.06%	5.19%	15.84%	4.55%
TOTAL:	16,282			19.41%	56.22%	6.26%	13.44%	4.69%

Ideal Size: 16282 / 5 = 3256

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Overall Deviation: 4.94%

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Demographics Report - Summary 2020 Census Voting Age Population

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	10,412		18.47%	57.89%	6.47%	13.53%	3.71%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

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

AGENDA OF: 12/14/2021

ITEMS: VI.C.

**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 AN AGREEMENT FOR DEVELOPMENT OF A REGIONAL PARK FACILITY BY AND AMONG FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222, THE CITY OF FULSHEAR, TEXAS AND D.R. HORTON – TEXAS, LTD

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 via easement.

The proposed agreement is considered for approval and execution. The City Attorney has reviewed the agreement and offers no objections to the content.

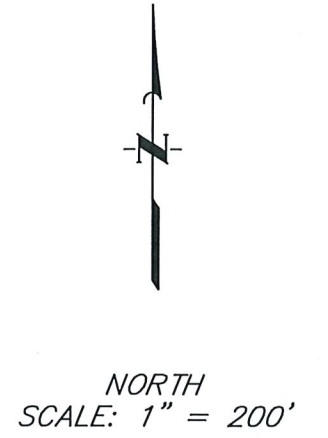
RECOMMENDATION

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

ATTACHMENTS:

Description	Upload Date	Type
Exhibit A Park Tract Site_1of2	12/7/2021	Exhibit
Exhibit A- Regional Park 26 Acre site Metes & Bounds_2of2	12/7/2021	Exhibit

EXHIBIT A



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	47.17'	30.00'	90°05'37"	N 42°41'05" E	42.46'
C2	502.86'	1040.00'	27°42'12"	N 73°52'47" E	497.97'

LINE	BEARING	DISTANCE
L1	N 87°31'50" E	40.00'
L2	N 02°20'34" W	60.00'
L3	N 87°39'26" E	10.00'
L4	S 47°48'42" E	130.23'
L5	S 38°58'27" W	53.99'
L6	S 38°51'00" W	183.34'
L7	S 38°27'36" W	91.38'
L8	S 38°42'29" W	175.53'
L9	S 38°36'13" W	176.80'
L10	S 38°43'30" W	188.79'
L11	S 38°44'49" W	158.41'
L12	S 38°29'22" W	152.07'
L13	N 51°16'49" W	95.94'
L14	S 89°40'10" W	100.82'
L15	S 49°27'46" W	164.42'
L16	S 02°30'28" E	34.95'



26.00 ACRES
 D.R. HORTON-TEXAS, LTD
 CALLED 182.86 AC.
 C.C.F. NO. 2020183088
 O.P.R.F.B.C.T.

1003 FRANZ INVESTMENTS, LTD.
 CALLED 927.88 AC. (TRACT 1)
 C.C.F. NO. 2020183372
 O.P.R.F.B.C.T.

TRUNKLINE GAS CO.
 CALLED 30' WIDE EASEMENT
 VOL. 280, PG. 180
 D.R.F.B.C.T.

P.O.C.
 FND 1" IP
 FF TEXAS HOLDINGS, LP.
 CALLED 461.36 AC. (TRACT 2)
 C.C.F. NO. 2013104491
 O.P.R.F.B.C.T.

RUFUS WRIGHT SURVEY, ABSTRACT 344

RONALD W. HENRIKSEN, TRUSTEE
 CALLED 579.0 AC. (LOT 1)
 C.C.F. NO. 2008132362
 O.P.R.F.B.C.T.

EXHIBIT
 OF
26.00 ACRES
 OUT OF THE
JOHN J. BOND SURVEY, ABSTRACT 113
 FORT BEND COUNTY, TEXAS
 JULY 2021



Texas Board of Professional Land Surveying Registration No. 10046104
 1229 Corporate Drive, Ste 100 • Rosenberg, Texas 77471 • 281.343.2033

GENERAL NOTES:

- Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
- For reference and further description, see metes and bounds description, job number 16806-0010-01, prepared by Jones|Carter on same date.

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 26.00 acre tract of land in the John J. Bond Survey, Abstract 113, Fort Bend County, Texas, being out of and a part of that certain called 182.86 acre tract recorded under County Clerk's File Number 2020183088, Official Public Records, Fort Bend County, Texas, and that certain called 927.88 acre tract (Tract 1) recorded under County Clerk's File Number 2020183372, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 1-inch iron pipe found in the centerline of Jordan Road for the southwest corner of said called 182.86 acre tract recorded under County Clerk's File Number 2020183088, Official Public Records, Fort Bend County, Texas, and the southwest corner of said John J. Bond Survey, Abstract 113, same being the northwest corner of a called 461.36 acre tract recorded under County Clerk's File Number 2013104491, Official Public Records, Fort Bend County, Texas, and the northwest corner of the Rufus Wright Survey, Abstract 344, as located in Jordan Road, said point being in the east line of the Nathan Brookshire League, Abstract 14;

Thence North 87 degrees 31 minutes 50 seconds East along the south line of said adjoining called 182.86 acre tract, and the south line of said John J. Bond Survey, Abstract 113, same being the north line of said called 461.36 acre tract, and the north line of said adjoining Rufus Wright Survey, Abstract 344, 40.00 feet to a point on said line at its intersection with the east right-of-way line of Jordan Road, from said point a ½ inch iron pipe with cap marked "Kalkomey Surveying" bears North 87 degrees 31 minutes 50 seconds East, 0.39 feet, and a 5/8 inch iron rod found for the northeast corner of said adjoining called 461.36 acre tract, same being the northwest corner of a called 579.0 acre tract (Lot 1) recorded under County Clerk's File Number 2008132362, Official Public Records, Fort Bend County, Texas, bears North 87 degrees 31 minutes 50 seconds East, 5,571.94 feet;

Thence North 02 degrees 20 minutes 34 seconds West along the east right-of-way line of Jordan Road, 60.00 feet to a point for the southwest corner and **Place of Beginning** of the herein described tract;

Thence North 02 degrees 20 minutes 34 seconds West along the east right-of-way line of Jordan Road, 905.76 feet to a point for the lower northwest corner of the herein described tract;

Thence establishing the northerly line of the herein described tract with the following courses and distances:

North 87 degrees 39 minutes 26 seconds East, 10.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 90 degrees 05 minutes 37 seconds, an arc length of 47.17 feet, a radius of 30.00 feet, and a chord bearing North 42 degrees 41 minutes 05 seconds East, 42.46 feet;

North 87 degrees 43 minutes 53 seconds East, 1031.92 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 27 degrees 42 minutes 12 seconds, an arc length of 502.86 feet, a radius of 1,040.00 feet, and a chord bearing North 73 degrees 52 minutes 47 seconds East, 497.97 feet;

South 47 degrees 48 minutes 42 seconds East, 130.23 feet to a point for the northeast corner of the herein described tract, being in the northwest line of an adjoining called 30-foot wide easement recorded in Volume 280, Page 180, Deed Records, Fort Bend County, Texas;

Thence establishing the easterly line of the herein described tract, same being the northwest line of said adjoining called 30-foot wide easement, with the following courses and distances:

South 38 degrees 58 minutes 27 seconds West, 53.99 feet;

South 38 degrees 51 minutes 00 seconds West, 183.34 feet;

South 38 degrees 27 minutes 36 seconds West, 91.38 feet;

South 38 degrees 42 minutes 29 seconds West, 175.53 feet;

South 38 degrees 36 minutes 13 seconds West, 176.80 feet;

South 38 degrees 43 minutes 30 seconds West, 188.79 feet;

South 38 degrees 44 minutes 49 seconds West, 158.41 feet;

South 38 degrees 29 minutes 22 seconds West, 152.07 feet to a point for the southeast corner of the herein described tract;

Thence establishing the southerly line of the herein described tract with the following courses and distances:

North 51 degrees 16 minutes 49 seconds West, 95.94 feet;

South 89 degrees 40 minutes 10 seconds West, 100.82 feet;

South 49 degrees 27 minutes 46 seconds West, 164.42 feet;

South 02 degrees 30 minutes 28 seconds East, 34.95 feet;

South 87 degrees 31 minutes 50 seconds West, 571.43 feet the **Place of Beginning** and containing 26.00 acres of land, more or less.

F.B.C.M.U.D. No. 222
Park Tract

John J. Bond Survey, Abstract 113
Fort Bend County, Texas

For reference and further description see Drawing No. 16659 prepared by the undersigned on same date.

July 7, 2021

Job Number 16806-0010-01

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

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

AGENDA OF: 12/14/2021

ITEMS: VI.D.

**DATE
SUBMITTED:** 12/6/2021

DEPARTMENT: Public Works

PREPARED BY: Dan McGraw

PRESENTER: Dan McGraw

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2021-1347 AMENDING AND REVISING THE SOLID WASTE RATES FOR SERVICES PROVIDED BY GREEN FOR LIFE ENVIRONMENTAL (GFL)

Expenditure Required: Estimated \$1,596,000

Amount Budgeted: \$1,596,000

Funding Account: 500-170-5461-02

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

The City's current solid waste (sanitation services) contract approved by Council on November 2019 with Waste corporation of America (WCA), allows for a modification to the rates in year 3 on October 1, 2021. The Rate modification presented for consideration, as reflected in the proposed Ordinance 2021-1347, is by Green For Life Environmental (GFL). GFL purchased WCA this past year and has continued with the contract in place. The rates presented show an overall .20% decrease in the current rates.

This rate decrease will drop residential rates by .03 cents totaling \$15.49 per account/month.

Commercial rates depicted in Exhibit A, are proposed to be decreased as well; container sizes include 95 gallon, 2, 3, 4, 6.& 8 cubic yards (CY). Restaurants have the following additional/month/container fees:

Base Rate @ \$3.82/CY

Fuel Recovery Fee @ 15% of base rate/per CY

Locking devices @ \$15 per container requested

The City currently has the option to utilize Disaster Management on an emergency as needed basis and will continue with this modification without any changes.

The proposed Ordinance 2021-1347 will amend the solid waste and commercial rate fees charged by GFL to the City for services.

In November 2019, City Council adopted Ordinance 2019-1303 reducing the residential solid waste fee that the City charges residential customers to \$1.00 plus tax (\$1.08) per account/month for 36 months. All other services are charged at the rates depicted in Exhibit A.

RECOMMENDATION

Staff Recommends Council approve and adopt Ordinance 2021-1347, amending the solid waste rates.

ATTACHMENTS:

Description	Upload Date	Type
GFL Notice of Rate Change Request	12/7/2021	Backup Material
Ordinance 2021-1347	12/8/2021	Ordinance
Exhibit A - 2021 Rates Solid Waste	12/8/2021	Exhibit
Exhibit A - 2019 Rates Solid Waste	12/7/2021	Backup Material



November 29, 2021

City of Fulshear
PO Box 729
Fulshear, TX 77441

RE: Solid Waste Collection and Disposal General Services Contract – Year 3 Modification to Rates

In accordance with our current Solid Waste Collection and Disposal Services contract, Section 22 allows for Modifications to Rates for changes in CPI and will be considered one time per year starting on the third and subsequent years.

Based on the information contained in Sections 22 a. and 22 b. of the contract, the rates to be charged may be adjusted upward or downward. The calculated composite percentage change for contract Year 3 is **-0.20%**.

You will find attached the contract year 3 Modifications to Rates calculation as set forth in the contract document under Section 22. In addition, you will find attached all supporting documentation and data used in the calculation, as set forth in Section 22.

Based on the calculated composite percentage change being very minimal, we are requesting that we maintain the current rates in place for contract Year 3. We are also proposing that the calculated composite percentage change of -0.20% be carried over and applied to any increase or decrease in the rates for contract Year 4 (Extension 1).

Thank you in advance for your consideration.

Best Regards,

A handwritten signature in black ink, appearing to read 'a e'.

Tony Emilio
Municipal Services Manager



CITY OF FULSHEAR

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

CONTRACT YEAR 3 MODIFICATION TO RATES

OVERVIEW

Section 22 of the current contract allows for the fees charged by WCA to be modified for the third (3rd) and subsequent years of the term.

- Contract Year 3 begins on 10/1/2021
- Can be adjusted upward or downward
- Used to reflect changes in cost of operations as reflected by fluctuations in the Consumer Price index
- Two Consumer Price Index (CPI) categories, as published by the U.S. Department of Labor, Bureau of Labor Statistics are used to calculate the rate modification.
 - CPI for Urban Wage Earners and Clerical Workers (CPI-W), All Items
 - CPI for Urban Wage Earner and Clerical Workers (CPI-W), Gasoline

RATE MODIFICATION CALCULATION

According to Section 22(b) of the contract

Contract Item	Contract Description	Data Used	Value for All Items	Value for Gasoline (all types)
22 b.1	Index Value on first full month prior to commencement of contract	September 2019, CPI-W; US Average	250.251	232.443
22 b.2	Index Value on the Rate Modification Date preceding the date of the statement	August 2020, CPI-W; US Average	254.004	196.332
22 b.3	Net Percentage Change		1.50%	-15.54%

	90% of All Items % Change	1.35%
	10% of Gasoline % Change	-1.55%
22 b.4	Composite Percentage Change (Rate Modification %)	-0.20%

RATE MODIFICATION CALCULATION

Rates for Residential Service

Base Bid: Modified					
Combined Collection Services				<u>Current</u>	<u>New Rate</u>
Price per home per month (breakdown below)				\$15.52	\$15.49
<u>Service:</u> Muncipal Solid Waste (MSW)					
MSW collection 1x/week utilizing 95-Gallon WCA Poly Cart				\$10.61	\$10.59
Recycle collection 1x/week utilizing 65-Gallon WCA Poly Cart				\$4.91	\$4.90
Bulk/Brush collection provided 1x/week				included	included

RATE MODIFICATION CALCULATION

Current Rates for Commercial Service

COMMERCIAL SERVICES (Current Rates)						Recycling Collection	MSW Extra Pickup	Container	Container
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$25.00	N/A	N/A	N/A	N/A	\$25.00	-	\$35.00	\$35.00
2	\$58.14	\$102.00	N/A	N/A	N/A	\$68.81	\$95.00	\$95.00	\$95.00
3	\$74.46	\$119.34	N/A	N/A	N/A	\$82.90	\$95.00	\$95.00	\$95.00
4	\$89.76	\$149.94	N/A	N/A	N/A	\$99.89	\$95.00	\$95.00	\$95.00
6	\$115.26	\$201.96	\$265.00	\$322.15	\$492.60	\$120.35	\$95.00	\$95.00	\$95.00
8	\$138.72	\$235.62	\$322.15	\$387.97	\$554.24	\$145.00	\$95.00	\$95.00	\$95.00

RATE MODIFICATION CALCULATION

New Rates for Commercial Service

COMMERCIAL SERVICES (New Rates)						Recycling Collection	MSW Extra Pickup	Container	Container
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$24.95	N/A	N/A	N/A	N/A	\$24.95	-	\$35.00	\$35.00
2	\$58.02	\$101.80	N/A	N/A	N/A	\$68.67	\$95.00	\$95.00	\$95.00
3	\$74.31	\$119.10	N/A	N/A	N/A	\$82.73	\$95.00	\$95.00	\$95.00
4	\$89.58	\$149.64	N/A	N/A	N/A	\$99.69	\$95.00	\$95.00	\$95.00
6	\$115.03	\$201.56	\$264.47	\$321.51	\$491.61	\$120.11	\$95.00	\$95.00	\$95.00
8	\$138.44	\$235.15	\$321.51	\$387.19	\$553.13	\$144.71	\$95.00	\$95.00	\$95.00

RATE MODIFICATION CALCULATION

Rates for Additional Commercial Service

Additional/month/container fee:			
Restaurants		<u>Current</u>	<u>New</u>
	Base Rate:	\$3.82/cy	\$3.81/cy
	Fuel Recover Fee:	15%	15%
	Locking Devices:	\$15/mont	\$15/mont

CPI for Urban Wage Earners and Clerical Workers (CPI-W) Original Data Value

Series Id: CWUR0000SA0,CWUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, urban wage earners and
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081
2021	255.296	256.843	258.935	261.237	263.612							

CPI for Urban Wage Earners and Clerical Workers (CPI-W) Original Data Value

Series Id: CWUR0000SETB01,CWUS0000SETB01
Not Seasonally Adjusted
Series Title: Gasoline (all types) in U.S. city average, urban wage
Area: U.S. city average
Item: Gasoline (all types)
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	266.224	272.117	304.224	327.095	338.656	318.779	314.232	312.768	310.227	296.999	293.628	281.852
2012	292.151	306.466	331.481	337.336	324.944	304.920	296.660	318.347	331.409	324.120	299.099	286.748
2013	287.621	316.844	321.117	309.312	312.047	313.906	312.292	310.659	306.565	291.493	281.878	283.805
2014	287.827	291.232	306.000	316.991	318.921	319.828	314.768	301.845	295.375	276.905	252.248	224.107
2015	185.640	195.883	216.525	216.519	239.433	245.449	245.006	231.676	208.168	200.236	191.589	180.216
2016	172.204	155.013	171.178	186.622	198.932	207.859	196.124	190.338	194.719	198.354	193.164	196.621
2017	207.102	202.686	205.068	213.339	210.191	206.532	201.856	209.814	231.984	219.387	225.019	217.427
2018	224.589	228.051	227.640	241.900	256.298	257.110	253.276	252.361	253.203	254.589	235.620	212.157
2019	201.264	207.178	226.102	249.551	255.623	242.960	245.077	234.608	232.443	235.838	233.090	229.424
2020	227.623	218.983	202.758	169.020	168.977	185.953	194.871	194.917	196.362	193.274	187.943	194.368
2021	207.908	222.323	248.285	253.384	263.943							

ORDINANCE NO. 2021-1347

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING SECTION 30-69 OF THE FULSHEAR CODE, REGARDING RATES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, section 30-69 of the Code of Ordinances, City of Fulshear, Texas (“Fulshear Code”), provides for certain solid waste collection services and provides the fees therefor; and

WHEREAS, the agreement for solid waste collection services (Agreement) between the City of Fulshear and Green For Life (GFL), as assignee of Waste Corporation of America (WCA), provides for a rate adjustment for the third and subsequent years of the contract term, based on certain categories of the Consumer Price Index; and

WHEREAS, in accordance with the Agreement, the City has received from GFL a statement of the Year 3 Modification to Rates, which indicates that the calculated composite percentage change for contract Year 3 is -0.20% (Rate Modification); and

WHEREAS, the City Council desires to approve the Rate Modification and to amend Section 30-69 of the Fulshear Code to set rates and charges for solid waste collection services in accordance with the Agreement;

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

Section 1. The City Council of the City of Fulshear, Texas, hereby approves the Rate Modification.

Section 2. Section 30-69(a)(2) of the Fulshear Code is hereby amended to read as follows:

“(2) Additionally, the city's contracted solid waste service provider shall provide curbside recycling service to all residential customers who do not opt out of such service in accordance with this subsection. The fee collected for such service provided to residential customers shall be \$4.90, plus tax per account, per month.

Section 3. Section 30-69(b)(4)–(5) of the Fulshear Code is hereby amended to read as follows:

“(4) Except as provided by subsection (b)(5), the fee collected for solid waste collection service and recycling service provided to commercial customers shall be as set forth in the following table, plus tax per account, per month:

COMMERCIAL SERVICES						Recycling Collection	MSW Extra Pickup	Container Delivery	Container Removal
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$24.95	N/A	N/A	N/A	N/A	24.95	-	\$35.00	\$35.00
2	\$ 58.02	\$ 101.80	N/A	N/A	N/A	\$ 68.67	\$ 95.00	\$ 95.00	\$ 95.00
3	\$ 74.31	\$ 119.10	N/A	N/A	N/A	\$ 82.73	\$ 95.00	\$ 95.00	\$ 95.00
4	\$ 89.58	\$ 149.64	N/A	N/A	N/A	\$ 99.69	\$ 95.00	\$ 95.00	\$ 95.00
6	\$ 115.03	\$ 201.56	\$ 264.47	\$ 321.51	\$ 491.61	\$ 120.11	\$ 95.00	\$ 95.00	\$ 95.00
8	\$ 138.44	\$ 235.15	\$ 321.51	\$ 387.19	\$ 553.13	\$ 144.71	\$ 95.00	\$ 95.00	\$ 95.00

(5) The fee collected for solid waste collection service provided to commercial customers operating a restaurant shall be a base rate of \$3.81 per cubic yard of waste collected, plus a fuel recovery fee of 15 percent of the total base rate.”

Section 4. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this ordinance, rule, or police regulation of the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed five hundred dollars (\$500.00), provided that if such rule, ordinance, or police regulation governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, the fine or penalty shall not exceed two thousand dollars (\$2,000.00), and further provided that if such rule, ordinance, or police regulation governs the dumping of refuse, the fine or penalty shall not exceed four thousand dollars (\$4,000.00). Each occurrence of any violation of this ordinance, rule, or police regulation shall constitute a separate offense. Each day on which any such violation of this ordinance, rule, or police regulation occurs shall constitute a separate offense.

Section 5. 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 6. **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 7. **Effective date.** This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this, the 14th day of December, 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

EXHIBIT A

A. Residential Single Family

Base Bid: Modified

Combined Collection Services

Price per home per month \$15.49 (breakdown below)

Service:

MSW collection 1x/week utilizing 95-Gallon WCA Poly Cart \$10.59

Recycle collection 1x/week utilizing 65-Gallon WCA Poly Cart \$ 4.90

Bulk / Brush collection provided 1x/week included

Special Notes:

As new development continues and the City expands its residential footprint, WCA will utilize Automated Front End Load vehicles to provide collection services. The portion of the City that is serviced via Rear End Loading vehicles, currently, will remain as such.

Replacement and Additional Cart Purchase:

Price for replacement solid waste cart (one-time fee) \$70.00

Price for replacement recycling cart (one-time fee) \$70.00

Price for Additional Cart (one-time fee) maximum (2), (1) Trash (1) Recycle/household \$95.00

B. COMMERCIAL SERVICES – CONTAINERS BY CUBIC YARDS:

COMMERCIAL SERVICES						Recycling Collection	MSW Extra Pickup	Container Delivery	Container Removal
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$24.95	N/A	N/A	N/A	N/A	24.95	-	\$35.00	\$35.00
2	\$ 58.02	\$ 101.80	N/A	N/A	N/A	\$ 68.67	\$ 95.00	\$ 95.00	\$ 95.00
3	\$ 74.31	\$ 119.10	N/A	N/A	N/A	\$ 82.73	\$ 95.00	\$ 95.00	\$ 95.00
4	\$ 89.58	\$ 149.64	N/A	N/A	N/A	\$ 99.69	\$ 95.00	\$ 95.00	\$ 95.00
6	\$ 115.03	\$ 201.56	\$ 264.47	\$ 321.51	\$ 491.61	\$ 120.11	\$ 95.00	\$ 95.00	\$ 95.00
8	\$ 138.44	\$ 235.15	\$ 321.51	\$ 387.19	\$ 553.13	\$ 144.71	\$ 95.00	\$ 95.00	\$ 95.00

Additional/month/container fee:

Restaurants:

Base Rate: \$3.81/cy of waste collected

Fuel Recovery Fee 15% of base rate/per cubic yard of waste collected

Locking devices \$15 per month per container for those requested

C. Disaster Management – Emergency Basis as Needed

Rates:

Rate per hour for Roll Off Truck and Container \$400.00

Rate per hour for Grapple Truck \$400.00

Rate per hour for Rear Load Truck with Crew \$400.00

Disposal fee per yard collected Posted Gate Rate

A. Residential Single Family

Base Bid: Modified

Combined Collection Services

Price per home per month \$15.52 (breakdown below)

Service:

MSW collection 1x/week utilizing 95-Gallon WCA Poly Cart \$10.61
 Recycle collection 1x/week utilizing 65-Gallon WCA Poly Cart \$ 4.91
 Bulk / Brush collection provided 1x/week included

Special Notes:

As new development continues and the City expands its residential footprint, WCA will utilize Automated Front End Load vehicles to provide collection services. The portion of the City that is serviced via Rear End Loading vehicles, currently, will remain as such.

Replacement and Additional Cart Purchase:

Price for replacement solid waste cart (one-time fee) \$70.00
 Price for replacement recycling cart (one-time fee) \$70.00
 Price for Additional Cart (one-time fee) maximum (2), (1) Trash (1) Recycle/household \$95.00

B. COMMERCIAL SERVICES – CONTAINERS BY CUBIC YARDS:

COMMERCIAL SERVICES						Recycling Collection	MSW Extra Pickup	Container	Container
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$25.00	N/A	N/A	N/A	N/A	25.00	-	\$35.00	\$35.00
2	\$ 58.14	\$ 102.00	N/A	N/A	N/A	N/A	\$ 95.00	\$ 95.00	\$ 95.00
3	\$ 74.46	\$ 119.34	N/A	N/A	N/A	N/A	\$ 95.00	\$ 95.00	\$ 95.00
4	\$ 89.76	\$ 149.94	N/A	N/A	N/A	76.61	\$ 95.00	\$ 95.00	\$ 95.00
6	\$ 115.26	\$ 201.96	\$ 265.00	\$ 322.15	\$ 492.60	87.44	\$ 95.00	\$ 95.00	\$ 95.00
8	\$ 138.72	\$ 235.62	\$ 322.15	\$ 387.97	\$ 554.24	\$ 145.00	\$ 95.00	\$ 95.00	\$ 95.00

Additional/month/container fee:

Restaurants:

Base Rate: \$3.82/cy of waste collected
 Fuel Recovery Fee 15% of base rate/per cubic yard of waste collected
 Locking devices \$15 per month per container for those requested

C. Disaster Management – Emergency Basis as Needed

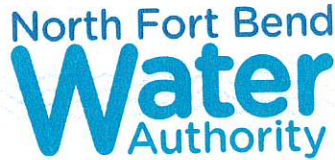
Rates:

Rate per hour for Roll Off Truck and Container \$400.00
 Rate per hour for Grapple Truck \$400.00
 Rate per hour for Rear Load Truck with Crew \$400.00
 Disposal fee per yard collected Posted Gate Rate

Fulshear

RECEIVED

DEC 07 2021



November 18, 2021

TO: Utility Districts, the City of Fulshear, Texas, and Non-District/Non-City Well Owners Located Within the North Fort Bend Water Authority

FROM: North Fort Bend Water Authority (the "NFBWA")

RE: Notice of Proposed Groundwater Pumpage Fee and Surface Water Fee Increases

At the NFBWA's Board of Directors meeting scheduled for December 16, 2021, 6:00 p.m., the Board intends to consider and implement an increase to its pumpage fee and surface water fee. The Board will provide access to the meeting for members of the public by telephone conference and/or videoconference. A link to register for the meeting will be included on the agenda for the meeting available before the meeting at: <https://www.nfbwa.com/>. Upon Board approval, effective January 1, 2022, the new pumpage fee will be \$4.55 per 1,000 gallons of groundwater pumped and the new surface water fee will be \$4.90 per 1,000 gallons of water delivered by the NFBWA.

These fees will be utilized to fund the cost of constructing, operating, and maintaining the NFBWA's current surface water supply system, as well as the capital costs associated with constructing the additional large-scale infrastructure projects needed to meet the Fort Bend Subsidence District's (the "FBSD") groundwater reduction requirements. The NFBWA timely met the FBSD's requirement to convert 30% of the water usage within its boundaries to an alternative water supply such as surface water by 2014 and is currently in the planning, design, and construction stages to meet the FBSD's requirement to convert 60% of the water usage within its boundaries to an alternative water supply by 2025. The key infrastructure necessary to meet the FBSD's 2025 conversion requirement is substantial and costly. In order to secure the necessary surface water and deliver it to consumers within the NFBWA's boundaries, the NFBWA is partnering with other regional water providers to construct the following projects:

- **Northeast Water Purification Plant (the "NEWPP")**: The NFBWA and other regional water authorities are partnering with the City of Houston (the "City") to expand the City's NEWPP. Once the expansion is complete, the NEWPP will

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Houston, TX 77027 • www.nfbwa.com • 713-860-6400 • 713-860-6401 Fax

978991

treat over 320 million gallons of surface water every day from Lake Houston. The NEWPP expansion project is currently projected to cost \$1.973 billion.

- **Luce Bayou Inter-basin Transfer (the "Luce Bayou")**: The NFBWA, the other regional water authorities, and the City are also partners in the construction of the Coastal Water Authority's Luce Bayou project which is currently approaching final completion. Once completed, Luce Bayou will provide an additional 500 million gallons per day of surface water transferred from the Trinity River into Lake Houston. The Luce Bayou project is currently projected to cost \$351 million.
- **Surface Water Supply Project (the "SWSP")**: To bring the treated surface water from the NEWPP to consumers within the NFBWA's boundaries, the NFBWA is partnering with the West Harris County Regional Water Authority to construct the SWSP. The SWSP which is currently in the initial phases of construction will consist of approximately 55-miles of 42 to 96-inch diameter pipeline beginning at the NEWPP in Harris County and running through the heart of the City to Fort Bend County. Once this surface water reaches the NFBWA, it will be distributed throughout the NFBWA via the NFBWA's internal distribution lines. The SWSP is currently projected to cost \$1.337 billion.
- **Internal Distribution Lines**: Once the treated surface water reaches the NFBWA's boundaries, the water will be distributed to multiple water plants via internal distribution lines. To meet the increased 2025 conversion requirement, the NFBWA will construct an additional 30 miles of 12 to 60-inch diameter pipeline to deliver the treated surface water to water plants within its boundaries. The internal distribution lines are currently projected to cost approximately \$128 million.

Following completion of these massive infrastructure projects, the NFBWA will have both the surface water and the distribution system in place to meet the FBSD's 2025 conversion requirement of 60%. For more detailed information regarding the NFBWA, its purpose, and its ongoing capital improvement projects, please visit www.nfbwa.com.

Please remember to report your water usage via the NFBWA's online reporting system and notify the NFBWA before any interconnect use via the Interconnect Notification Form online at the NFBWA's website, as required by the NFBWA's Amended Rate Order. The NFBWA's Board appreciates your continued support in assisting the NFBWA to comply with the FBSD groundwater reduction requirements.

ORDINANCE NO. 2021-1361

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING AND ADOPTING THE REVISED GROUNDWATER REDUCTION FEE AS REQUIRED BY THE NORTH FORT BEND WATER AUTHORITY; PROVIDING FOR AN ADMINISTRATIVE FEE; REPEALING ALL PREVIOUS RESOLUTIONS OR ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of Fiscal Responsibility and conservation, it has been deemed in the best interest of the City of Fulshear, Texas to revise the fee charged for Groundwater Reduction as required by the North Fort Bend Water Authority; AND

WHEREAS, it is the desire of the City Council of the City of Fulshear to develop a fee structure that will allow the Enterprise Fund to rely on its own revenues for operations rather than requiring a subsidy from the General Fund; AND

WHEREAS, the City Council of the City of Fulshear, Texas believes that these financial goals are best attained through the fee structure contained herein.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to amend and adopt the revised fee for Groundwater Reduction as required by the North Fort Bend Water Authority.

SECTION 2.0

ADOPTED: The following fee reflects a revision in the charges made for Groundwater Reduction as ordered by the North Fort Bend Water Authority and to provide for an administrative fee by the City.

(a) The fee charged for Groundwater Reduction shall be **\$4.55** per thousand gallons pumped.

(b) The fee set forth in subsection (a) includes:

(1) a North Fort Bend Water Authority Groundwater Reduction Plan Fee in the amount of \$4.55 per thousand gallons pumped;

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5.0

EFFECTIVE DATE: This Ordinance shall be effective on January 1, 2022.

SECTION 6.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

This Ordinance duly passed and adopted on the 14th of December 2021.

ATTEST:

Aaron Groff, Mayor

Kimberly Kopecky, City Secretary
City of Fulshear

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

AGENDA OF: 12/14/2021

ITEMS: VI.F.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Public Works

PREPARED BY: Sharon Valiante, Public Works
Director

PRESENTER: Sharon Valiante, Public Works
Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A TEMPORARY OPERATIONS AGREEMENT BETWEEN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 AND THE CITY OF FULSHEAR

Expenditure Required: N/A

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City of Fulshear (City) and Fulshear Lakes, Ltd (Developer) entered into a Development and Wholesale Water Supply and Wastewater Services Agreement in December of 2014. Subsequently the District (Fort Bend Municipal Utility District No. 216) became a party to the agreement on May 11, 2016, providing for the District to own and operate the facilities.

The District is currently in the process of obtaining a Public Water System Identification Number (PWS Number) from the Texas Commission of Environmental Quality (TCEQ). The PWS Number is required prior to the District's provision of water services to its customers.

The District has constructed public water lines to serve its first customer, the newly constructed LCISD Elementary School, Fletcher Morgan. Fletcher Morgan is expected to open to receive its first students in January 2022. The District's timeline to receive its PWS Number is expected to be after the Fletcher Morgan is to open.

The District has approached the City requesting assistance in providing operations of the water facilities to serve the school under the City's PWS Number.

City staff have no objections to providing the requested services in accordance with the proposed agreement as presented. Operating the facilities under the City's PWS Number poses no issues with compliance with TCEQ regulations.

The Agreement outlines the Utility Operations Services that include:

1. A modification to the City's Public Water System monitoring plan, collecting monthly samples at the School as part of the routine bacteriological sampling, and performing monthly water line flushing at the School to show adequate disinfectant residual is being maintained.
2. Utility Operations Services provided by the District: reading the water meter, billing its customer; preparing and sending monthly payment to the city for water used; customer services, enforcement of its rate order, & repairs.
3. Non-emergency maintenance or repair: City to notify District; if District does not perform, City may perform
4. Emergency Maintenance or Repair: City may perform at actual cost + 15%

- 5. Regulatory Cooperation: City will operate and maintain to current and future laws, orders, rules and regulations
- 6. No additional customers other than the LCISD Fletcher Morgan School.

The City will bill monthly for all costs incurred for basic operations services during the term. The City will receive payment for the non-metered water used by the school once the estimated usage is determined.

-
As of the effective date, the term of this agreement is 6 months or until June 14, 2022 or until the District obtains its PWS Number, whichever occurs earlier.

The City Attorney has reviewed the agreement and offers no objections to the content.

RECOMMENDATION

Council approve the Temporary Utility Operations Agreement and authorize the Mayor to execute.

ATTACHMENTS:

Description	Upload Date	Type
Temporary Utility Operations Agreement	12/8/2021	Exhibit
Exhibit A - Utility Facilities - Water Line	12/8/2021	Exhibit

TEMPORARY UTILITY OPERATIONS AGREEMENT

This Temporary Utility Operations Agreement (this "Agreement") is made and entered into effective as of the 14th day of December, 2021 (the "Effective Date"), by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 (the "District"), a political subdivision of the State of Texas, and the CITY OF FULSHEAR, TEXAS (the "City"), a home-rule city operating under the laws of the State of Texas (the District and the City are at times individually referred to herein as a "Party" and, collectively, the "Parties").

RECITALS

A. The City and Fulshear Lakes, Ltd. entered into that certain Development and Wholesale Water Supply and Wastewater Services Agreement dated December 29, 2014 (the "Development Agreement"), and the District subsequently became a party to the Development Agreement on May 11, 2016, following the District's creation and approval of the Development Agreement.

B. Pursuant to the Development Agreement, the City has agreed to provide the District with wholesale water supply and wastewater treatment services; however, the District is to own and operate all facilities required to receive such water supply and wastewater treatment services located on the District's side of the Initial Points of Connection (as such terms are defined in the Development Agreement).

C. The District is currently in the process of obtaining a Public Water System Identification Number ("PWS Number") from the Texas Commission of Environmental Quality (the "TCEQ"), which PWS Number is required prior to the District's provision of water services to its retail customers.

D. The application process to obtain a PWS Number from the TCEQ may be expected to last up to six (6) months.

E. Lamar Consolidated Independent School District ("LCISD") is currently constructing Fletcher Morgan Jr. Elementary School located within the District at 32720 FM 1093, Fulshear, Texas (the "School"), which is scheduled to open on or about January 3, 2022.

F. During the pendency of the District's application to the TCEQ for a PWS Number, and to enable the School to meet its opening schedule and serve the communities of both Parties, the District has requested that the City operate under the City's PWS Number those portions of the District's facilities required to provide potable water supply services to the School (the "Subject Facilities"), as more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

G. The City has agreed to serve the School and operate the Subject Facilities under its PWS Number on a temporary basis, on the terms set forth herein.

H. The respective governing bodies of each of the Parties have determined that: (i) the best interests of each Party will be served by the execution and performance of this Agreement, and (ii) each Party is authorized by the Texas Constitution and the laws of the State of Texas, particularly Chapter 791, Texas Government Code, as amended, to enter into this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, obligations and benefits herein set forth, the District and the City do hereby contract and agree as follows:

ARTICLE 1 RECITALS; UTILITY OPERATIONS SERVICES

Section 1.01: Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement for all purposes.

Section 1.02: Utility Operations Services Provided by the City. Commencing on the Effective Date, but subject to the terms set forth below, the City shall operate and maintain the Subject Facilities in the same manner as the City operates and maintains its own water distribution facilities, and in accordance with all state, federal and local rules, regulations and ordinances relating to such facilities, including, but not limited to, performance of the following:

- (a) Modifying the City's Public Water System monitoring plan (Revised Total Coliform Rule sample siting plan) to include the School as a monthly bacteriological sampling site.
- (b) Collecting monthly samples at the School as a part of routine bacteriological sampling.
- (c) Performing monthly water line flushing at the School to show an adequate disinfectant residual is being maintained.

The City will provide the District a copy of the page(s) of the modified monitoring plan referenced above showing that the School site has been added, and copies of any and all correspondences to or from the TCEQ, or other regulatory authority related to the Subject Facilities. These services shall be performed by City and reported under its PWS Number.

Section 1.03: Utility Operations Services provided by the District. The District shall remain responsible for performance of the following services related to the Subject Facilities: (i) reading the water meter for the School, (ii) preparing and sending monthly bills for water services provided to the School, (iii) customer relations matters, (iv) enforcement of the District's Rate Order and (v) repair of the Subject Facilities as required (subject to the terms of Sections 1.04-1.05 below). Furthermore, as this Agreement is intended to address only water supply services, the District shall remain responsible for the provision of wastewater treatment services to its retail customers in accordance with the Development Agreement.

Section 1.04: Non-Emergency Maintenance or Repair. Although the City shall be responsible for operating the Subject Facilities, the Parties acknowledge that such facilities were recently constructed on behalf of the District and are currently under warranty. Accordingly, if the City discovers the need for any non-emergency maintenance or repair of the Subject Facilities, the City shall notify the District in writing of same. The District shall then perform (or supervise the warranting contractor's performance of) such non-emergency maintenance or repair of the Subject Facilities within thirty (30) days of receiving such notification. The City shall have the right, but not the obligation, to inspect any such non-emergency maintenance or repair. If the District fails to proceed with any non-emergency maintenance or repair of the Subject Facilities within such time, the City may perform (but shall not be obligated to perform) the maintenance or repair and submit an invoice to the District for the actual cost of same, plus 15% for administration. The District shall pay any such invoice within forty-five (45) days of its receipt.

Section 1.05: Emergency Maintenance or Repair. In the event the City reasonably believes the required maintenance or repair to the Subject Facilities constitutes an emergency, the City may perform (but shall not be obligated to perform) the maintenance or repair and submit an invoice to the District for the actual cost of same, plus 15% for administration. The City shall notify the District in writing regarding the nature of the emergency before performing the emergency maintenance or repair, or as soon as practicable thereafter. The District shall pay any such invoice within forty-five (45) days of receipt. For purposes of this Section 1.05, "emergency" shall be interpreted to mean (a) a hazardous condition negatively impacting the safety of persons or property, (b) a blockage of any type negatively impacting the water supply services to be provided by City, (c) any emergency in the distribution system that negatively impacts the capability of the water plant to supply the demand placed on the distribution system, or (d) a condition posing an immediate threat to develop into the type of emergencies listed in (a)-(c) above.

Section 1.06: Regulatory Cooperation. The Parties acknowledge that this Agreement and the City's obligations to operate and maintain the Subject Facilities as provided herein shall be subject to all present and future laws, orders, rules and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction (the "Regulations"). In connection with this Agreement, each Party agrees to communicate and cooperate fully, to take any and all actions, and to execute, acknowledge, and/or deliver any and all documents as may be necessary or appropriate to effectuate, perform and fully carry out the purposes, intent, terms, conditions and provisions of this Agreement and to comply with the Regulations.

Section 1.07: No Additional Customers. Other than the School, no additional customers shall be connected to the Subject Facilities during the term of this Agreement without the prior written consent of the City. Notwithstanding the forgoing, the District may elect to extend additional water distribution and wastewater collection lines which are connected to the Subject Facilities in accordance with the provisions of the Development Agreement. Additionally, any extension of the water distribution system under the City's PWS Number shall be deemed incorporated into the Subject Facilities and shall be subject to the terms of this Agreement.

ARTICLE 2
PAYMENT FOR UTILITY OPERATIONS SERVICES

Section 2.01: Charges Due Under Development Agreement Not Affected. The rates charged by City to the District for the water and sanitary sewer services provided shall be those set forth in the Development Agreement. The Parties acknowledge that all fees or charges which may become due pursuant to this Agreement are in addition to the fees or charges related to wholesale potable water supply and wastewater treatment services which may become due pursuant to the Development Agreement, and that this Agreement has no effect on any such fees or charges. Notwithstanding the foregoing, the Parties agree that for any water provided by City to the School pursuant to and during the term of this Agreement, the District shall also pay the same per 1,000-gallon North Fort Bend Regional Water Authority fee then being charged by City to its in-City customers without any markup. The Development Agreement shall remain in full force and effect and is not intended to be amended or otherwise modified except as to those matters specifically addressed herein, and then only for the temporary term of this Agreement.

Section 2.02: Fees for Utility Operations Services Under this Agreement. The City shall send the District monthly invoices for the actual costs of any operations services it provides pursuant to this Agreement. If the City is required by any regulatory authority (including the TCEQ or similar entity) to pay a fee, charge, penalty, or fine because of, or as a condition to, the services provided pursuant to this Agreement, the City shall include said fee, charge, penalty, or fine in such invoice to the District. The District shall pay any such invoice within forty-five (45) days of receipt. The rates charged by the City for the operations services provided hereunder shall be those standard rates charged by the City's employees, contractors and/or subcontractors (as applicable) when providing similar services to the City.

ARTICLE 3
MISCELLANEOUS

Section 3.01: Term. The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the earlier to occur of (i) June 14, 2022 (i.e. a 6-month maximum term) or (ii) the date that the District obtains its PWS Number and provides written notice of same to the City.

Section 3.02: Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations hereunder, other than the payment of money, 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. Such cause, as far as possible, shall be remedied with reasonable diligence. The term "force majeure" as used herein shall include, but not be limited to, acts of God, acts of a public enemy, orders of any kind of the United States or State government (including any agencies, departments

or branches thereof), insurrections, riots, epidemics, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests or any other acts not within the control of the Party claiming such inability and which such Party could not have avoided by the exercise of diligence and care.

Section 3.03: Entire Agreement; Amendment; Assignment. This Agreement contains the entire agreement between the Parties relating to the subject matters herein and may not be amended or assigned except by written instrument approved and executed by the Parties.

Section 3.04: 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 hereby 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 Federal Express 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. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. 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 77471
Attn: City Secretary
Facsimile: (281) 346-2556

With copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
Facsimile: (832) 476-9554

District: Fort Bend County Municipal Utility District No. 216
c/o Schwartz, Page & Harding, L.L.P
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056
Attn: Mr. Joseph Schwartz
Facsimile: (713) 623-6143

With copy to: Fulshear Lakes, Ltd.

Attn: Mr. Sam Yager III, Vice-President
1500 CityWest Blvd., Suite 400
Houston, Texas 77042
Facsimile: (713) 783-0704

Section 3.05. Authority. Each Party certifies, represents, and warrants that it has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof, and that this Agreement is a binding and enforceable agreement.

Section 3.06. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 3.07. Construction. The headings in this Agreement are inserted for convenience and identification only.

Section 3.08. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Section 3.09. Payment for Prior Non-Metered Water Use by School. The Parties acknowledge and agree that water was previously provided by the City to the School for construction purposes, through the Subject Facilities, which was not metered. District acknowledges that it shall be responsible for payment to City for such prior water use and the Parties agree to cooperate in good faith to estimate the amount of such water use within sixty (60) days of the Effective Date. Once an agreed upon estimated amount is determined, District shall promptly pay City for the School's prior water use in accordance with the rates contained in the Development Agreement and Section 2.01 above.

Section 3.10. Payment for Governmental Functions or Services. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

[SIGNATURE PAGES FOLLOW]

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

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 216

By: _____
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____, 2021, by _____, President of the Board of Directors of Fort Bend County Municipal Utility District No. 216, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the
State of T E X A S

(SEAL)

CITY OF FULSHEAR, TEXAS

By: _____
_____, Mayor
Date: _____

ATTEST:

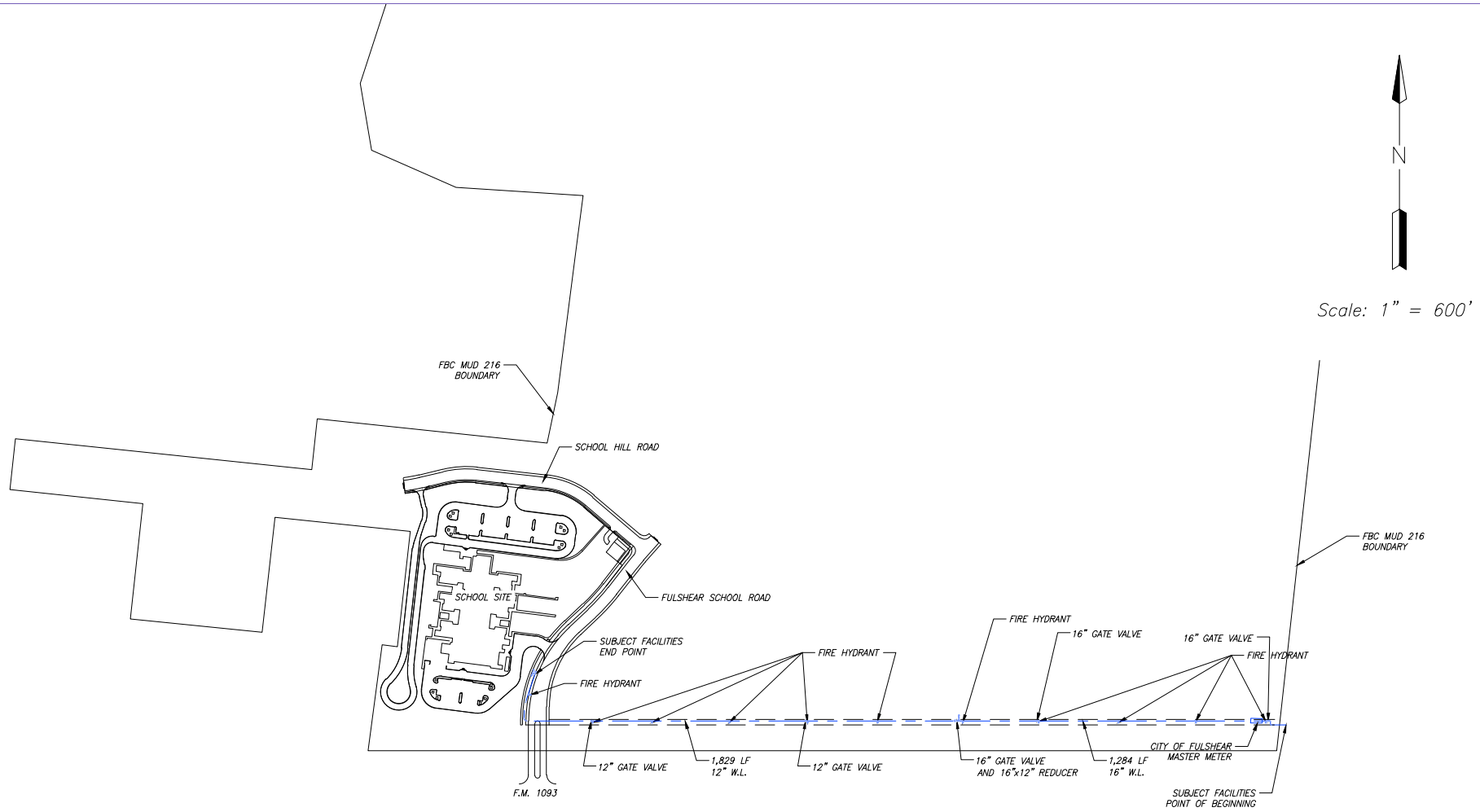
By: _____
_____, City Secretary
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

Notary Public in and for the
State of TEXAS

(SEAL)



Scale: 1" = 600'

EXHIBIT "A"
TEMPORARY UTILITY
OPERATIONS EXHIBIT

LJA Engineering, Inc.

3600 W. Sam Houston Pkwy S.
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



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

AGENDA OF: 12/14/2021

ITEMS: VI.G.

**DATE
SUBMITTED:** 12/5/2021

DEPARTMENT: Administration

PREPARED BY: Byron Brown

PRESENTER: Byron Brown

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-540, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR APPROVING AND ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CITY OF FULSHEAR TO PARTICIPATE IN THE SETTLEMENTS PERTAINING THERETO

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

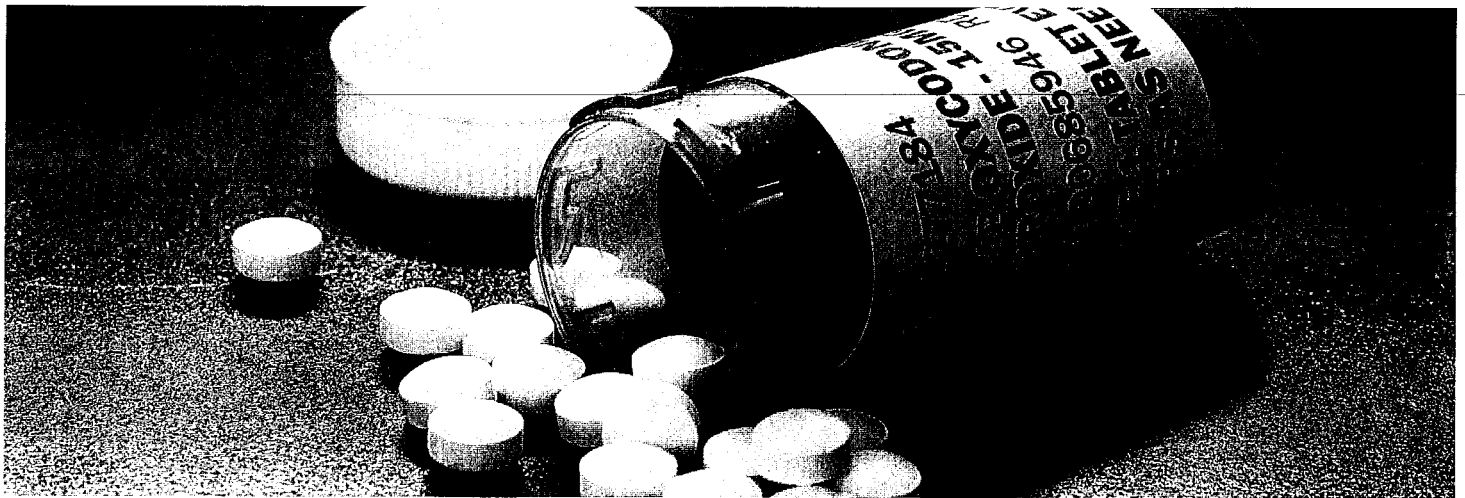
EXECUTIVE SUMMARY

Please see attachments for executive summary.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/6/2021	Backup Material
Resolution	12/6/2021	Resolution
Exhibit A	12/6/2021	Exhibit



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas’ combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov .

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

RESOLUTION NO. 2021-540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, APPROVING AND ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CITY OF FULSHEAR TO PARTICIPATE IN THE SETTLEMENTS PERTAINING THERETO.

* * * * *

WHEREAS, the City of Fulshear, Texas (“City”), obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to certain pending litigation (collectively, “Defendants”) have engaged in fraudulent or reckless marketing, distribution, or both, of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Fulshear, Texas, support the adoption and approval the Texas Term Sheet in its entirety;

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

Section 1. The City of Fulshear, Texas, supports the adoption and approval the Texas Term Sheet in its entirety.

Section 2. The City of Fulshear, Texas, finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Fulshear, Texas; and

b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND

SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City of Fulshear and throughout Texas.

Section 3. The Mayor of the City of Fulshear, Texas, is hereby authorized to execute any and all documents necessary for the City of Fulshear to participate in the settlements pertaining to the Texas Term Sheet.

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

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

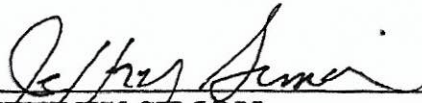


KENNETH PAXTON, JR.
ATTORNEY GENERAL

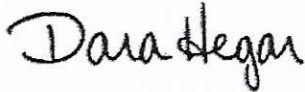
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltrie, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

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

AGENDA OF: 12/14/2021

ITEMS: VI.H.

**DATE
SUBMITTED:** 12/6/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2021-1363, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING RULES AND PROCEDURES FOR THE ADOPTION OF LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE AND INTERNATIONAL BUILDING CODES

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This Ordinance is to ensure local ordinance complies with recent state legislative requirements concerning the adoption of the International Residential Code and International Building Code.

Specifically, a municipality may not adopt local amendments to either code without holding a public hearing and doing so formally by ordinance.

This ordinance will ensure that if and when the City adopts local amendments that they follow this approach.

RECOMMENDATION

Staff recommends approval of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	12/7/2021	Backup Material

ORDINANCE NO. 2021-1363

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING RULES AND PROCEDURES FOR THE ADOPTION OF LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE AND INTERNATIONAL BUILDING CODES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas, ("City") desires to adopt regulations for the health, safety, and general welfare of the City; and

WHEREAS, under Texas Government Code Section 214.212(c) a municipality may establish procedures to adopt local amendments to the International Residential Code ("IRC") that may add, modify, or remove requirements set by the IRC and for the administration and enforcement of the IRC; and

WHEREAS, Texas Government Code Section 214.212(e) states a municipality may not adopt local amendments to the IRC under Texas Government Code Section 214.212(c) unless the municipality holds a public hearing on the local amendment(s) before adopting it and adopts the local amendment(s) by ordinance; and

WHEREAS, under Texas Government Code Section 214.216(c) a municipality may establish procedures to adopt local amendments to the International Building Code ("IBC") that may add, modify, or remove requirements set by the IRC and for the administration and enforcement of the IRC; and

WHEREAS, Texas Government Code Section 214.216(f) states a municipality may not adopt local amendments to the IBC under Texas Government Code Section 214.216(c) unless the municipality holds a public hearing on the local amendment(s) before adopting it and adopts the local amendment(s) by ordinance; and

WHEREAS, Section 5 (b) of House Bill No. 00738F states municipalities must establish rules and take other necessary actions to implement sections 214.212 and 214.216 of the Texas Government Code by January 1, 2022; and

WHEREAS, the City of Fulshear now wishes to adopt the rules and procedures for the public hearing requirements as stated above.

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

Section 1. Preamble. The facts and recitations contained in the preamble to this ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. The city adopts the rules and procedures stated below:

The City Council shall conduct a public hearing to adopt local amendments to the International Residential Code (“IRC”) and International Building Code (“IBC”) that add, modify, or remove requirements set by the IRC and IBC in accordance with the following rules:

- (1) Notice of Public Hearing shall be provided in accordance with Texas Government Code §551.041 of the Texas Open Meetings Act;
- (2) A copy of the proposed local amendment(s) will be made available to the public prior to the public hearing;
- (3) All persons who have an interest in the adoption of the local amendment(s) shall have the opportunity to comment on the local amendment(s);
- (4) Each interested person will have three (3) minutes to comment, unless said person needs a translator in which case they will be provided six (6) minutes to comment;
- (5) City council may extend an interested person’s time to comment; and
- (6) At the conclusion of the public hearing, city council may add, remove or modify the local amendment(s) prior to voting on their adoption.

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 in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

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

PASSED, APPROVED, and ADOPTED this ____ day of December 2021.

Aaron Groff, Mayor

ATTEST:

Kim Kopecky, City Secretary

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

AGENDA OF: 12/14/2021

ITEMS: VII.A.

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

DEPARTMENT: Administration

PREPARED BY:

PRESENTER:

SUBJECT: EXECUTIVE SESSION - PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE ATTORNEY TO THE GOVERNING BODY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNING BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

RECOMMENDATION

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

AGENDA OF: 12/14/2021

ITEMS: VIII.A.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY:

PRESENTER:

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE INTRA- OR INTER-GOVERNMENTAL TRANSFER OF CERTAIN INFORMATION PERTAINING TO THE SITE OF FORMER CITY HALL

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

RECOMMENDATION

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

AGENDA OF: 12/14/2021

ITEMS: VIII.B.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY:

PRESENTER:

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE—CITY MANAGER

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

RECOMMENDATION