



CITY OF FULSHEAR

“FIND YOUR FUTURE IN FULSHEAR”

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

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

www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Aaron Groff

MAYOR PRO-TEM: Kaye Kahlich

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: Kevin White

COUNCIL MEMBER: Debra Cates

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MEETING

November 17, 2020

NOTICE IS HEREBY GIVEN OF A CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, November 17, 2020 AT 7:00 PM** IN IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

Incidental Meeting Notice: A quorum of the City of Fulshear City Council, Planning and Zoning Commission, City of Fulshear Development Corporation (Type A), Fulshear Development Corporation (Type B), Parks and Recreation Commission, Historic Preservation and Museum Commission, Zoning Board of Adjustment, 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. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

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

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

VI. CITIZEN'S COMMENTS

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

VII. CITY MANAGER'S REPORT

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

A. INTRODUCE NEW I.T. MANAGER

VIII. CONSENT ITEMS

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

- A. CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD ON SEPTEMBER 15, 2020 (SPECIAL), OCTOBER 20, 2020 (SPECIAL), AND OCTOBER 20, 2020 (REGULAR)
- B. CONSENT AND APPROVAL OF THE TAMARRON PARKWAY PHASE 4 STREET DEDICATION FINAL PLAT
- C. CONSENT AND APPROVAL OF THE TAMARRON SECTION 28 FINAL PLAT
- D. CONSENT AND APPROVAL OF THE FORT BEND COUNTY MUD NO. 198 WATER PLANT NO.1 FINAL PLAT
- E. CONSENT AND APPROVAL OF STREET DEDICATION, UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR THE POLO RANCH SECTION 7 FROM MUD 174
- F. CONSENT AND POSSIBLE ACTION TO ACCEPT THE MONTHLY FINANCIAL STATEMENTS FOR THE GENERAL AND UTILITY FUNDS
- G. CONSENT & POSSIBLE ACTION TO ACCEPT THE QUARTERLY INVESTMENT REPORT

IX. BUSINESS

- A. CONSIDERATION OF RESOLUTION NO. 2020-492, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)
1st Reading - FY21 Specific Project Authorization - City of Fulshear Development Corporation (Type A)
- B. CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2020-492, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)
2nd Reading - FY21 Specific Projects Authorization - City of Fulshear Development Corporation (Type A)
- C. CONSIDERATION OF RESOLUTION NO. 2020-493, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)
1st Reading - FY21 Specific Projects Authorization - Fulshear Development Corporation (Type B)
- D. CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2020-493, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)
2nd Reading - FY21 Specific Projects Authorization - Fulshear Development Corporation (Type B)
- E. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE 2020-1330 AN ORDINANCE ALTERING THE PRIME FACIE SPEED LIMITS ESTABLISHED FOR FM 1093
- F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES

- G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES**
- H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING RELATED TO THE DEVELOPMENT AND UTILITY AGREEMENTS FOR THE FULSHEAR LAKES DEVELOPMENT**
- I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-489, A RESOLUTION OF THE CITY OF FULSHEAR APPOINTING MEMBERS TO THE CITY'S HISTORIC PRESERVATION AND MUSEUM COMMISSION**
- J. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE AWIACT OF 2018 COMPLIANCE REQUIREMENTS**

X. 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; PURSUANT TO SECTION 551.072 OF THE TEXAS OPEN MEETINGS ACT, DELIBERATE CONCERNING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY**
 - **RIGHT OF WAY**
 - **THE SECTION HOUSE A/K/A THE SWITCH HOUSE**
 - **CITY HALL**

XI. ACTION FROM EXECUTIVE SESSION

- A. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO MAKE AN OFFER, NEGOTIATE, AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FOR RIGHT OF WAY ACQUISITION**
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE VALUE, PURCHASE, SALE, EXCHANGE, LEASE, OTHER TRANSFER OR CONVEYANCE, SECURING, REPAIR, REMOVAL, RELOCATION, DEMOLITION, REHABILITATION, ALTERNATIVE USE FOR, CONDITION OF, OR ANY OTHER ACTION OR MATTER AFFECTING THE SECTION HOUSE, A/K/A THE SWITCH HOUSE, AND TO AUTHORIZE THE EXPENDITURE OF FUNDS TO EFFECT SAME**

XII. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

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

XIII. ADJOURNMENT

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

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON FRIDAY, NOVEMBER 13, 2020 by 5:00 P.M. IN PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 11/17/2020

ITEMS: VIII.A.

**DATE
SUBMITTED:** 10/28/2020

DEPARTMENT: Administration

PREPARED BY: Kimberly Kopecky

PRESENTER:

SUBJECT: CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD ON SEPTEMBER 15, 2020 (SPECIAL), OCTOBER 20, 2020 (SPECIAL), AND OCTOBER 20, 2020 (REGULAR)

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The September 15, 2020 (Special) minutes were on the agenda for approval on October 20, 2020. These minutes were not included in the packet. I have put them back onto the November 17, 2020 agenda for your consideration.

The City Secretary's office has prepared the attached minutes from September 15, 2020 (Special), October 20, 2020 (Special), and October 20, 2020 (Regular) meetings.

RECOMMENDATION

Staff recommends the City Council approve the minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
09.15.2020 Draft Minutes (Special)	11/4/2020	Backup Material
10.20.2020 Draft Minutes (Special)	11/4/2020	Backup Material
10.20.2020 Draft Minutes (Regular)	11/4/2020	Backup Material



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COUNCIL MEMBER: Debra Cates

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING MINUTES **September 15, 2020**

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 5:30 P.M. A QUORUM WAS PRESENT.

II. QUORUM AND ROLL CALL

COUNCIL MEMBERS PRESENT:

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

CITY STAFF:

*KIMBERLY KOPECKY
SHARON VALIANTE
KERRY SIEGLER*

JOHN DAVISON
ZACH GOODLANDER
BYRON BROWN
JACK HARPER
ANGELA FRITZ

OTHERS PRESENT:

KENT MILSON
GERALD GRISSOM
KAREN M
M. WHALY
TREY DEVILLIER
AND APPROXIMATELY 5 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.

KENT MILSON WITH META PLANNING THANKED EVERYONE FOR THEIR WORK ON THE CDO

GERALD GRISSOM WITH BGE THANKED EVERYONE FOR LISTENING AND STATED THIS DOCUMENT (CDO) WILL HELP FULSHEAR GROW

KAREN MARESH SPOKE ABOUT SAVING THE SWITCH HOUSE AS WELLS AS DEVELOPMENT AND HISTORY OF FULSHEAR

IV. BUSINESS

A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2020-1331, ADOPTING THE COORDINATED DEVELOPMENT ORDINANCE (CDO)

ZACH GOODLANDER INTRODUCED THIS ITEM AND STATED THEY HAD TAKEN CARE OF ALL THE NEW COMMENTS. HE INFORMED COUNCIL THAT BRETT WITH KKC WAS IN ATTENDANCE TO ANSWER QUESTIONS.

MAYOR GROFF THANKED EVERYONE FOR ALL OF THEIR EFFORTS.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE ORDINANCE NO. 2020-1331 AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, REPEALING AND REPLACING CHAPTER 28- SIGNS, OF THE FULSHEAR CODE WITH A NEW CHAPTER 28, COORDINATED DEVELOPMENT ORDINANCE; REPEALING AND REPLACING APPENDIX A-

ZONING, WITH A NEED APPENDIX A: AIRPORT ZONING REGULATIONS; REPEALING AND REPLACING APPRENDIX B- AIRPORT ZONING REGULATIONS, WITH A NEW APPENDIX B: THOROUGHFARE MAP; REPEALING AND REPLACING APPENDIX C- THOROUGHFARE PLAN WITH A NEW APPENDIX C: PLANT LIST; REPEALING CHAPTER 18, ARTICLE VIII.- OUTDOOR LIGHTING; REPEALING CHAPTER 26- MOBILE HOMES, MANUFACTURED HOMES AND PARKS; REPEALING CHAPTER 32, ARTICLE 11, DIVISION 4. - ACRES MANAGEMENT; REPEALING CHAPTER 34 SUBDIVISION OF LAND; REPEALING CHAPTER 42- VEGETATION;' PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL AND PROVIDING FOR AN EFFECTIVE DATE. WITH 2 REVISIONS TO THIS ORDINANCE, ONE BEING ON TABLE 28-2-8-1 ROW G UNDER THE PLANNED COLUMN WE STRIKE 58% AND REPLACE IT WITH 45% AND THE OTHER CHANGE BEING ON TABLE 25-2-13-1 WHERE THE LAST ROW ON THE TABLE UNDER STREETS IS COMPLETELY REMOVED.. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

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**

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

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

NAYS:

ABSTAIN:

ABSENT:

MAYOR GROFF ADJOURNED INTO EXECUTIVE SESSION AT 5:51 P.M.

MAYOR GROFF RECONVENED THE SPECIAL MEETING BACK INTO SESSION AT 6:57 P.M.

VI. ACTION FROM EXECUTIVE SESSION

THERE WAS NO ACTION FROM EXECUTIVE SESSION.

VII. ADJOURNMENT

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION

MAYOR GROFF ADJOURNED THE MEETING AT 6:57 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY



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COUNCIL MEMBER: Kevin White

COUNCIL MEMBER: Debra Cates

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING MINUTES

October 20, 2020

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 5:30 P.M. A QUORUM WAS PRESENT.

II. QUORUM AND ROLL CALL

A QUORUM WAS PRESENT.

COUNCIL MEMBERS PRESENT:

*AARON GROFF
KAYE KAHLICH
JOEL PATTERSON
DEBRA CATES
KENT POOL
JOHN KELLY
KEVIN WHITE
LISA MARTIN*

CITY STAFF PRESENT:

KIMBERLY KOPECKY
BYRON BROWN
SHARON VALIANTE
JOHN DAVISON
ZACH GOODLANDER
CHARLES OBERRENDER
JACK HARPER

OTHERS PRESENT:

HAZEL SHAUGHNESSY
MELISSA BLANSCET
JOHN DOWDALL
MARY AGAHEE
AARON CORONIS
RONNIE AYMOND
BETTYE GRAYON
PAUL LOCK
AND 5 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.

HAZEL SHAUGHNESSY A RESIDENT OF WESTON LAKES SPOKE ABOUT THE CENTER POINT ISSUES HAPPENING IN THE SURROUNDING AREAS AND WANTS SOMETHING DONE ABOUT IT.

JOHN DOWDALL RESIDENT OF BOIS D'ARC SPOKE ABOUT SAVING THE SECTION HOUSE.

MARY AGAHEE SPOKE ON BEHALF OF PAM BOHILL REGARDING THE SECTION HOUSE.

JERONE NEWTON SPOKE FOR BETTY GRAYSON REGARDING THE POWER OUTAGES AND WOULD LIKE THE PROBLEMS ADDRESSED.

IV. BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF REGARDING THE VALUE, PURCHASE, SALE, EXCHANGE, LEASE, OTHER TRANSFER OR CONVEYANCE, SECURING, REPAIR, REMOVAL, RELOCATION, DEMOLITION, REHABILITATION, ALTERNATIVE USE FOR, CONDITION OF, OR ANY OTHER**

ACTION OR MATTER AFFECTING THE SECTION HOUSE, A/K/A THE SWITCH HOUSE, AND TO AUTHORIZE THE EXPENDITURE OF FUNDS TO EFFECT SAME

MAYOR GROFF OPENED THIS ITEM.

CHARLES OBERRENDER, THE PURCHASING MANAGER FOR THE CITY OF FULSHEAR, IS LOOKING FOR DIRECTION FROM COUNCIL ON HOW TO PROCEED WITH THIS PROJECT.

HE STATED THERE ARE THREE OPTIONS:

OPTION 1 - RENOVATE OR REBUILD

OPTION 2 - DEMOLISH

OPTION 3 - GIVEN TO ANOTHER ORGANIZATION AND MOVED OFF THE PROPERTY

HE INFORMED COUNCIL THAT IN ORDER FOR US TO DO ANYTHING FURTHER WE HAVE TO COMPLY WITH STATE LAW ON A PROCUREMENT STAND POINT. WHEN DOING RENOVATION OR RECONSTRUCTION THE ENGINEER AND ARCHITECTS ACT BOTH BOUND US TO HIRE AN ARCHITECT WHICH WILL TYPICALLY COST 10% OF THE PROJECTS ESTIMATED COST.

MAYOR GROFF STATED OPTION 3 IS OFF THE TABLE AS OF TODAY SINCE WE DONT HAVE ANY INTERESTED PARTIES THAT HAVE EXPRESSED IMMEDIATE INTEREST.

COUNCIL MEMBER PATTERSON STATED HE WOULD LIKE TO MAKE A DECISION TONIGHT REGARDING THIS ITEM.

A MOTION WAS MADE BY COUNCIL MEMBER CATES TO MOVE FOWARD TO DEMOLISH THE SECTION HOUSE AND SALVAGE THE VALUBLE ITEMS OR HISTORICAL ITEMS FROM IT PRIOR TO THAT. IT WAS SECONDED BY COUNCIL MEMBER POOL.

COUNCIL MEMBER CATES WITHDREW HER MOTION TO MOVE FOWARD TO DEMOLISH THE SECTION HOUSE AND SALVAGE THE VALUBLE ITEMS OR HISTORICAL ITEMS FROM IT PRIOR TO THAT.

A MOTION WAS MADE BY COUNCIL MEMBER CATES TO DEMOLISH THE SECTION HOUSE SALVAGING ALL HISTORICAL ITEMS IF THE PLEDGES ARE NOT RECIEVED BY CLOSE OF DAY ON NOVEMBER 16TH.. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

B. PRESENTATION AND DISCUSSION REGARDING CENTERPOINT ENERGY ELECTRICAL OUTAGES AND CENTERPOINTS ACTION PLANS FOR THE FULSHEAR AREA

AARON CORONIS EXPLAINED THAT CENTER POINT IS WORKING TO ADDRESS THE CONCERNS IN FULSHEAR. HE STATED MOST OUTAGES ARE MOMENTARY, LESS THAN 1 MINUTE.

CENTER POINT ENERGY HAS DONE VISUAL INSPECTIONS AND STUDIES TO IDENTIFY POTENTIAL ISSUES AND MAKE REPAIRS.

CENTER POINT ENERGY HAS TAKEN THE FOLLOWING STEPS:

1. TRIMMED TREES/ REMOVED VINES
2. CHANGED CONFIGURATIONS TO THE GRID SWITCHING DEVICES TO OPTIMIZE THEIR OPERATIONS TO HELP LIMIT THE NUMER AND DURATION OF OUTAGES.
3. INSTALLED ADDITIONAL SENSORS TO MONITOR THEIR GRID IN THE AREA
4. ACCELERATED A CONSTRUCTION OF A CIRCUIT TIE TO IMPROVE THE SWITCHING CAPABILITIES IN THE EVENT OF OUTAGES.

MR. CORONIS ENCOURAGES CITIZENS TO SIGN UP FOR POWER ALERT SERVICES AND TO CALL HIM WITH QUESTIONS TO 281-391-5146.

RONNIE EHMAN ANSWERED QUESTIONS FOR COUNCIL REGARDING THE INSTALLATIONS OF 2 SUBSTATIONS.

**** FOR FULL COMMENTARY PLEASE REFER TO OUR WEBSITE****

V. ADJOURNMENT

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

MAYOR GROFF ADJOURNED THE MEETING AT 6:46 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY



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COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

CITY COUNCIL MEETING MINUTES

October 20, 2020

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 7:02 P.M. A QUORUM WAS PRESENT.

II. QUORUM AND ROLL CALL

COUNCIL MEMBERS PRESENT:

*AARON GROFF, MAYOR
KAYE KAHLICH
JOEL PATTERSON
DEBRA CATES
KENT POOL
JOHN KELLY
KEVIN WHITE
LISA MARTIN*

CITY STAFF PRESENT:

BYRON BROWN
JACK HARPER
KIMBERLY KOPECKY
SHARON VALIANTE
ZACH GOODLANDER
JOHN DAVISON
ERIN TUREAU
KENNY SEYMOUR
KRISTI BRASHEAR

OTHERS PRESENT:

ROBERT PECHUKAS
TREY DEVILLIER
BILL HOGAN
SAM JOHNSON
CONNOR LYNCH
MAYSON MEIER
RICHARD STOLLEIS KALUZA
CLARANCE TURNER KALUZA
AND 6 OTHERS THAT DID NOT SIGN IN.

III. INVOCATION - BILL HOGAN, WORDSERVE CHURCH

INVOCATION WAS GIVEN BY BILL HOGAN.

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 THE TEXAS FLAG WERE LED BY MAYOR GROFF.

VI. CITIZEN'S COMMENTS

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

THERE WERE NO CITIZEN COMMENTS.

VII. CITY MANAGER'S REPORT

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

A. DISCUSS POTENTIAL JOINT MEETING WORKSHOP BETWEEN CITY COUNCIL AND EDC TYPE "A" AND "B" BOARDS

JACK HARPER INFORMED COUNCIL THAT THE REGULAR SPECIAL MEETING BEING HELD ON 11/17/2020 @ 5:30 P.M. WILL BE A JOINT MEETING WITH EDC "A" AND "B".

B. DISCUSS NOVEMBER TML - EDC VIRTUAL CONFERENCE

JACK INFORMED COUNCIL THAT THE IN PERSON CONFERENCE HAS BEEN CANCELLED AND WILL NOW BE A VIRTUAL CONFERENCE SET FOR DECEMBER 10, 2020.

VIII. CONSENT ITEMS

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

- A. CONSENT AND APPROVAL OF MINUTES FROM CITY COUNCIL MEETINGS HELD ON SEPTEMBER 08, 2020 (SPECIAL) SEPTEMBER 15, 2020 (SPECIAL) SEPTEMBER 15, 2020 (REGULAR) SEPTMEBER 21, 2020 (SPECIAL) AND SEPTEMBER 21, 2020 (JOINT SPECIAL)**
- B. CONSENT AND APPROVAL OF THE MONTHLY FINANCIAL STATEMENTS FOR THE GENERAL & UTILITY FUNDS**
- C. CONSENT AND APPROVAL OF THE FULBROOK ON FULSHEAR CREEK SECTION 15 FINAL PLAT**
- D. CONSENT AND APPROVAL OF THE TAMARRON SECTION 44 FINAL PLAT**
- E. CONSENT AND APPROVAL OF THE TAMARRON CROSSING SECTION 2 STREET DEDICATION FINAL PLAT**
- F. CONSENT AND APPROVAL OF THE TAMARRON SECTION 28 PRELIMINARY PLAT**
- G. CONSENT AND APPROVAL OF THE FULBROOK ON FULSHEAR CREEK SECTION 6 PRELIMINARY PLAT**
- H. CONSENT AND APPROVAL OF THE FORT BEND COUNTY MUD NO. 198 WATER PLANT NO. 1 PRELIMINARY PLAT**
- I. CONSENT AND APPROVAL OF THE TAMARRON SECTION 33 FINAL PLAT**
- J. CONSENT AND APPROVAL OF THE TAMARRON FM 1463 COMMERCIAL RESERVE NO.1 FINAL PLAT**
- K. CONSENT AND APPROVAL OF THE JORDAN RANCH STREET DEDICATION NO.9 FINAL PLAT**

MAYOR PRO-TEM KAHLICH ASKED TO REMOVE ITEMS G-K FOR DISCUSSION.

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

MAYOR PRO-TEM KAHLICH EXPRESSED SHE WOULD LIKE A STATEMENT FROM THE ENGINEER WITH THEIR RECOMMENDATION UNDER THE EXECUTIVE SUMMARY IN THE AGENDA MEMO.

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

IX. BUSINESS

A. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE PURCHASE OF EQUIPMENT TO OUTFIT 3 NEW PATROL FLEET IN THE AMOUNT OF \$53,571.00

CHIEF SEYMOUR EXPLAINED THIS PURCHASE IS OVER THE 50,000 THRESHOLD

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR 3 NEW PATROL FLEET VEHICLES FOR THE FULSHEAR POLICE DEPARTMENT. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND ADOPT RESOLUTION 2020-487 TO APPROVE A PETITION FOR CONSENT OF LAND ANNEXATION FOR MUNICIPAL UTILITY DISTRICT FORT BEND MUD NO. 182

ZACH GOODLANDER INTRODUCED THIS ITEM AS BEING IN TAMARRON MUD 182.

THIS IS A PROCEDURAL ITEM CONSENTING INTO THE ANNEXATION OF LAND INTO THEIR MUD DISTRICT.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE RESOLUTION NO. 2020-487 CONSENTING TO THE ADDITION TO CERTAIN LAND INTO FORT BEND MUD NO. 182. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND ADOPT RESOLUTION 2020-488 APPROVING A PETITION FOR CONSENT OF LAND ANNEXATION FOR MUNICIPAL UTILITY DISTRICT FULSHEAR MUD NO. 2

ZACH GOODLANDER INTRODUCED THIS ITEM AS A PROCEDURAL ITEM SO FULSHEAR RUN CAN ANNEX SECTION 3.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE RESOLUTION NO. 2020-488 CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUD NO. 2. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE WIDENING AND EXTENSION OF WALLIS STREET

SHARON VALIANTE INTRODUCED THIS ITEM STATING THIS INTERLOCAL AGREEMENT IS CONTINGENT UPON THE 2020 FORT BEND MOBILITY

BOND PROGRAM PASSING IN NOVEMBER. THIS PROJECT WILL ENCOMPASS THE ENTIRE LENGTH OF WALLIS STREET BY FM 359 AND WILL GO SOUTH AND CONNECT TO FM 1093.

PER BYRON BROWN IF THE BOND ELECTION FAILS THIS AGREEMENT TERMINATES BY ITS OWN TERMS.

SHARON INTRODUCED ROBERT PECHUKAS WITH COMMISSIONER MYERS OFFICE TO ANSWER QUESTIONS FOR COUNCIL.

FOR THE FULL DISCUSSION PLEASE REFER TO OUR WEBSITE

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE WIDENING AND EXTENSION OF WALLIS STREET. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

E. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT FOR DESIGN SERVICES FOR THE REDBIRD LANE ROAD IMPROVEMENTS PROJECT

SHARON VALIANTE INFORMED COUNCIL THAT THIS IS A RECONSTRUCTION PROJECT THAT HAS A \$700,000 BUDGET. THE FIRM SELECTED FOR THIS PROJECT IS KALUZA INC.

CLARANCE TURNER AND RICHARD STOLLEIS WITH KALUZA INC GAVE A SHORT INTRODUCTION OF HOW THEY WORK AND PLAN FOR THIS PROJECT.

*** FOR THE FULL DISCUSSION PLEASE REFER TO THE CITY OF FULSHEAR WEBSITE***

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT FOR DESIGN SERVICES FOR THE REDBIRD LANE IMPROVEMENT PROJECT. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT FOR DESIGN SERVICES FOR THE DOWNTOWN EASTSIDE DRAINAGE PROJECT B

SHARON VALIANTE INTRODUCED THIS ITEM AND INFORMED COUNCIL THAT THIS PROJECT IS BASED OFF OF A 2019 DOWNTOWN DRAINAGE PLANNING STUDY. THERE WERE 4 PROJECTS IDENTIFIED IN THAT STUDY THAT THE CITY SHOULD IMPLEMENT AND TWO ARE IN THE FY21 BUDGET, THIS ONE IS PROJECT B.

SHARON INTRODUCED STEPHEN WILCOX ONE OF THE PARTNERS FOR COSTELLO ENGINEERING TO EXPLAIN HOW COSTELLO WORKS AND TO ANSWER QUESTIONS FOR COUNCIL.

**** FOR THE FULL DISCUSSION PLEASE REFER TO THE CITY OF FULSHEAR WEBSITE****

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENTY CONTRACT FOR DESIGN SERVICES FOR THE DOWNTOWN EAST SIDE DRAINAGE PROJECT B IN THE AMOUNT OF \$288,762.00. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2021 EMPLOYEE HEALTHCARE BENEFITS PROGRAM

KRISTI BRASHEAR EXPLAINED THIS ITEM IS DUE TO THE DOLLAR VALUE ASSOCIATED WITH THE CONTRACT FOR HEALTHCARE BENEFITS.

KRISTI INTRODUCED RODNEY CLARK WITH INSURORS OF TEXAS, OUR INSURANCE BROKER.

RODNEY INFORMED COUNCIL THEY MOVED THE EFFECTIVE DATE FROM NOVEMBER 1ST TO JANUARY 1ST. THIS PLAN WILL ALSO INCLUDE AN HSA PLAN AS AN ADDITIONAL OPTION.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2021 EMPLOYEE HEALTHCARE BENEFITS PROGRAMS. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-491; A RESOLUTION APPOINTING A CITY REPRESENTATIVE AND AN ALTERNATE TO THE HGAC 2021 GENERAL ASSEMBLY

A MOTION WAS MADE BY COUNCIL MEMBER MARTIN TO APPROVE RESOLUTION NO. 2020-491 TO APPOINT MAYOR GROFF AS CITY REPRESENTATIVE AND MAYOR PRO-TEM KAHLICH AS THE ALTERNATE TO THE HOUSTON GALVESTON AREA COUNCIL GENERAL ASSEMBLY. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-490, A RESOLUTION OF THE CITY OF FULSHEAR APPOINTING MEMBERS TO THE CITY'S ZONING BOARD OF ADJUSTMENT

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE RESOLUTION NO. 2002-490 APPOINTING BRYAN THOMAS, GENE MORGAN, DAWN MCREA, PAT MOLLERE, AND GREG SHAW TO THE ZONING BOARD OF ADJUSTMENT WITH TERMS EXPIRING JUNE 01, 2022. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

MOTION APPROVED

J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN HHS RESIDENTIAL, LLC AND THE CITY OF FULSHEAR, TEXAS

ZACH INFORMED COUNCIL THIS IS HIGHLAND HOMES TOWN HOME PROJECT.

THIS DA WILL INCLUDE 160 UNITS AND WE WILL HAVE RIGHT OF WAY FOR FUTURE 5TH STREET CONNECTION.

MASON MYER WITH HIGHLAND HOMES AND CONNER LYNCH WITH CAPITAL RETAIL EXPLAINED THEIR VISION FOR THIS PROJECT AND ANSWERED QUESTIONS FOR COUNCIL.

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO APPROVE THE DEVELOPMENT AGREEMENT BETWEEN HHS RESIDENTIAL LLC AND THE CITY OF FULSHEAR TEXAS. IT WAS SECONDED BY COUNCIL MEMBER CATES. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

K. CONSIDERATION AND POSSIBLE ACTION TO DENY THE JORDAN RANCH MODEL HOME PARK NO.2 PRELIMINARY PLAT

THIS ITEM WAS PULLED BY STEVE SAMS.

X. 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

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

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

NAYS:

ABSTAIN:

ABSENT:

MOTION

MAYOR GROFF ADJOURNED INTO EXECUTIVE SESSION AT 8:23 P.M.

- B. 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; PURSUANT TO SECTION 551.072 OF THE TEXAS OPEN MEETINGS ACT, DELIBERATE CONCERNING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY**

MAYOR GROFF CALLED THE MEETING BACK TO ORDER AT 9:58 P.M.

XI. ACTION FROM EXECUTIVE SESSION

- A. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO MAKE AN OFFER, NEGOTIATE, AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FOR RIGHT OF WAY ACQUISITION**

A MOTION WAS MADE BY MAYOR PRO-TEM KAHLICH TO AUTHORIZE THE CITY MANAGER TO MAKE AN OFFER, NEGOTIATE, AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTY FOR RIGHT OF WAY ACQUISITION. IT WAS SECONDED BY COUNCIL MEMBER POOL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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

NAYS:

ABSTAIN:

ABSENT:

MOTION APPROVED

XII. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

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

THERE WAS NO ACTION RELATING TO ABSENCES.

XIII. ADJOURNMENT

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

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

NAYS:

ABSTAIN:

*ABSENT:
MOTION APPROVED*

MAYOR GROFF ADJOURNED THE MEETING AT 10:00 P.M.

AARON GROFF, MAYOR

ATTEST:

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 11/17/2020

ITEMS: VIII.B.

**DATE
SUBMITTED:** 11/6/2020

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND APPROVAL OF THE TAMARRON PARKWAY PHASE 4 STREET DEDICATION 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, 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 plat under consideration.

The Planning and Zoning Commission has already recommended approval of the plat.

ATTACHMENTS:

Description	Upload Date	Type
Tamarron Parkway Ph. 4 Street Dedication Final Plat App.	11/6/2020	Backup Material
Tamarron Parkway Ph.4 Street Dedication Final Plat	11/6/2020	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: _____

Date Received by the City of Fulshear: _____

Subdivision: _____ Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

____ Preliminary

____ Final

____ Short Form Final

____ Replat

____ Vacation Plat

____ Admin. (Minor) Plat

____ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

____ Single-Family Residential

____ Zero Lot Line/ Patio Home

____ Multi-Family Residential

____ Planned Development

____ Commercial

____ Industrial

Plat Location: ____ City ____ ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: _____

Number of Streets: _____

Number of Lots: _____

Number and Types of Reserves: _____

Total Acres in Reserve: _____

Owner: _____

Address: _____

City/State: _____

Telephone: _____

Email Address: _____

Engineer/Planner: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

Email Address: _____

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 _____

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.

G A Freeman

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE

STATE OF TEXAS
COUNTY OF FORT BEND

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT, BEING AN OFFICER OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS OF THE 2.568 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF TAMARRON PARKWAY SECTION 4 STREET DEDICATION, 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 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 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 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, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JONATHAN WOODRUFF, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2020.

D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

BY: _____
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, 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 _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, MELONY F. GAY, 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.

MELONY F. GAY, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 85459

I, GARY D. NUTTER, 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.

GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

THIS PLAT OF TAMARRON PARKWAY SECTION 4 STREET DEDICATION IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS

THIS _____ DAY OF _____, 2020.

AMY PEARCE, CHAIR

DAR HAKIMZADEH, CO-CHAIR

THIS PLAT OF TAMARRON PARKWAY SECTION 4 STREET DEDICATION WAS APPROVED ON THIS _____ BY THE CITY FULSHEAR CITY COUNCIL AND SIGNED ON THIS _____ DAY OF _____, 2020, 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

DESCRIPTION OF
2.568 ACRES
TAMARRON CROSSING PHASE 4 STD

Being 2.569 acres of land located in the J. D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, more particularly being a portion of that certain called 686.0183 acre tract (Tract 1) described in the deed to D.R. Horton-Texas, LTD by an instrument of record in File Number 2013000056 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 2.569 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the most westerly northwest corner of Tamarron Crossing (100 feet wide) as shown on Tamarron Crossing Phase 3 Street Dedication, a subdivision of record in Plat Number 20170116 of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), some being on the south line of Reserve "C" of Tamarron Section 12, a subdivision of record in Plat Number 20200106, F.B.C.P.R.;

Thence, South 03° 43' 26" East, along the west line of said Tamarron Parkway Phase 3 Street Dedication, 100.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the most westerly southwest corner of said Tamarron Parkway Phase 3 Street Dedication;

Thence, South 86° 16' 34" West, departing the west line of said Tamarron Parkway Phase 3 Street Dedication, 715.11 feet to a point for corner, the beginning of a curve;

Thence, 7.59 feet along the arc of a tangent curve to the left, having a radius of 7,950.00 feet, a central angle of 00° 03' 17", and a chord which bears South 86° 14' 55" West, 7.59 feet to a point for corner;

Thence, South 86° 13' 17" West, 199.01 feet to a point for corner, the beginning of a curve;

Thence, 7.70 feet along the arc of a tangent curve to the right, having a radius of 8,050.00 feet, a central angle of 00° 03' 17", and a chord which bears South 86° 14' 55" West, 7.70 feet to a point for corner;

Thence, South 86° 16' 34" West, 189.43 feet to a point for corner on the east right-of-way line of Texas Heritage Parkway (width varies), said Texas Heritage Parkway being described as a 30.74 acre tract described as Parcel 9 conveyed to Fort Bend County, Texas by an instrument of record in File Number 2020062517, F.B.C.O.P.R.;

Thence, North 03° 43' 26" West, along the east right-of-way of said Texas Heritage Parkway, 100.00 feet to a point for corner;

Thence, North 86° 16' 34" East, departing said east right-of-way line, 189.43 feet to a point for corner, the beginning of a curve;

Thence, 7.60 feet along the arc of a tangent curve to the left, having a radius of 7,950.00 feet, a central angle of 00° 03' 17", and a chord which bears North 86° 14' 55" East, 7.60 feet to a point for corner;

Thence, North 86° 13' 17" East, 199.01 feet to a point for corner, the beginning of a curve;

Thence, 7.69 feet along the arc of a tangent curve to the right, having a radius of 8,050.00 feet, a central angle of 00° 03' 17", and a chord which bears North 86° 14' 55" East, 7.69 feet to a point for corner;

Thence, North 86° 16' 34" East, passing at 330.96 feet the southwest corner of the aforementioned Reserve "C", and continuing along the south line of said Reserve "C" for a total distance of 715.11 feet to the POINT OF BEGINNING and containing 2.569 acres of land.

NOTES:

1. BENCHMARK: NGS MONUMENT HGCD 66: TOP OF A STAINLESS STEEL ROD THAT IS ENCASED IN A 5 INCH PVC PIPE WITH A LOGO CAP STAMPED HGCD 66 1986. THE POINT IS LOCATED +/- 72 FEET WEST OF THE CENTERLINE OF FM 1463 AND +/- 0.34 MILES NORTH OF THE INTERSECTION OF FM 1463 AND CHURCHILL FARMS BLVD. KATY, TX.
ELEV. = 136.21 FEET NAVD88

2. TBM INDICATES TEMPORARY BENCHMARK: TBM 14: A BRASS DISK ON A CONCRETE CURB INLET LOCATED ALONG THE SOUTH SIDE OF TAMARRON PARKWAY +/- 220 FEET WEST OF THE CENTERLINE OF A CULVERT BETWEEN TWO PONDS ON EITHER SIDE OF TAMARRON PARKWAY AND LOCATED +/- 500 FEET EAST OF THE INTERSECTION OF TAMARRON PARKWAY AND COLES CANYON.
ELEV. = 142.94 FEET NAVD88

TO ADJUST TO FORT BEND CO. LIDAR DATUM ADD 0.39 FEET.

3. ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD--88.

4. THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.

5. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE OF CENTRAL TEXAS, EFFECTIVE OCTOBER 12, 2020 AND ISSUED OCTOBER 21, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

6. THIS PLAT LIES WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182, FORT BEND SUBSIDIENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND COUNTY ASSISTANCE DISTRICT #7, KATY INDEPENDENT SCHOOL DISTRICT, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE ETJ OF THE CITY OF FULSHEAR AND FORT BEND COUNTY.

7. THIS SUBDIVISION LIES WITHIN UNSHADED ZONE X AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO.S 48157C0085L, REVISED APRIL 2, 2014, DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN; LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.

8. 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.

9. THERE NO PIPELINES AND/OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.

10. 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.

11. ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

12. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.

13. THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 3.

14. THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE 1.00011591065.

15. 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 ADA REQUIREMENTS.

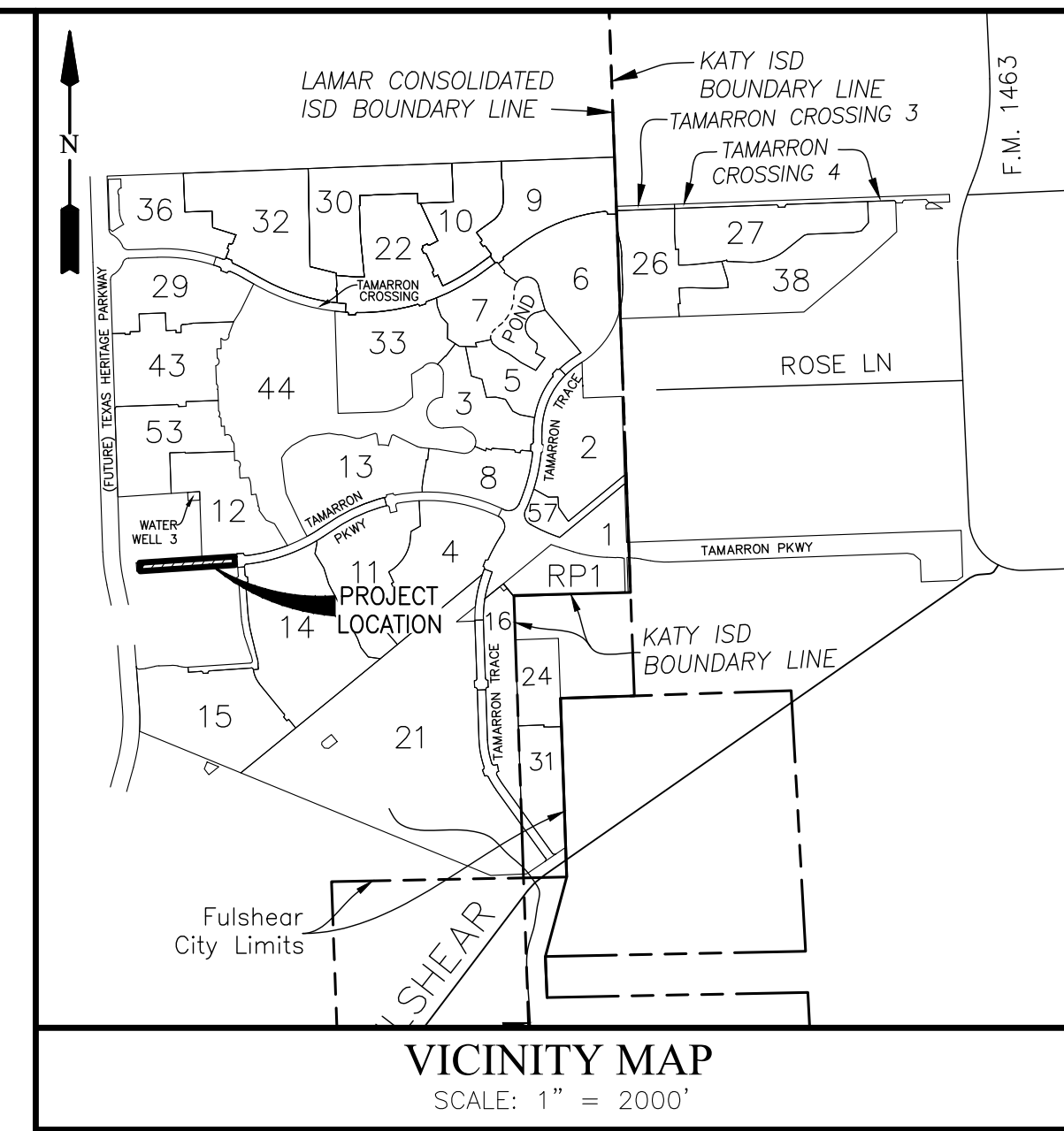
16. OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE DRAINAGE & DETENTION FACILITY IS VESTED IN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182.

17. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.

18. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO 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.

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. THIS PLAT IS SUBJECT TO SHORT FORM BLANKET EASEMENT AS SET OUT UNDER CLERK'S FILE NO. 2014039155 OF OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.



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 _____, 2020.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, 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 _____, 2020 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

TAMARRON PARKWAY SECTION 4 STREET DEDICATION

A SUBDIVISION OF 2.568 ACRES OF LAND LOCATED IN THE
J.D. VERMILLION SURVEY, ABSTRACT 339,
FORT BEND COUNTY, TEXAS.

OCTOBER 21, 2020

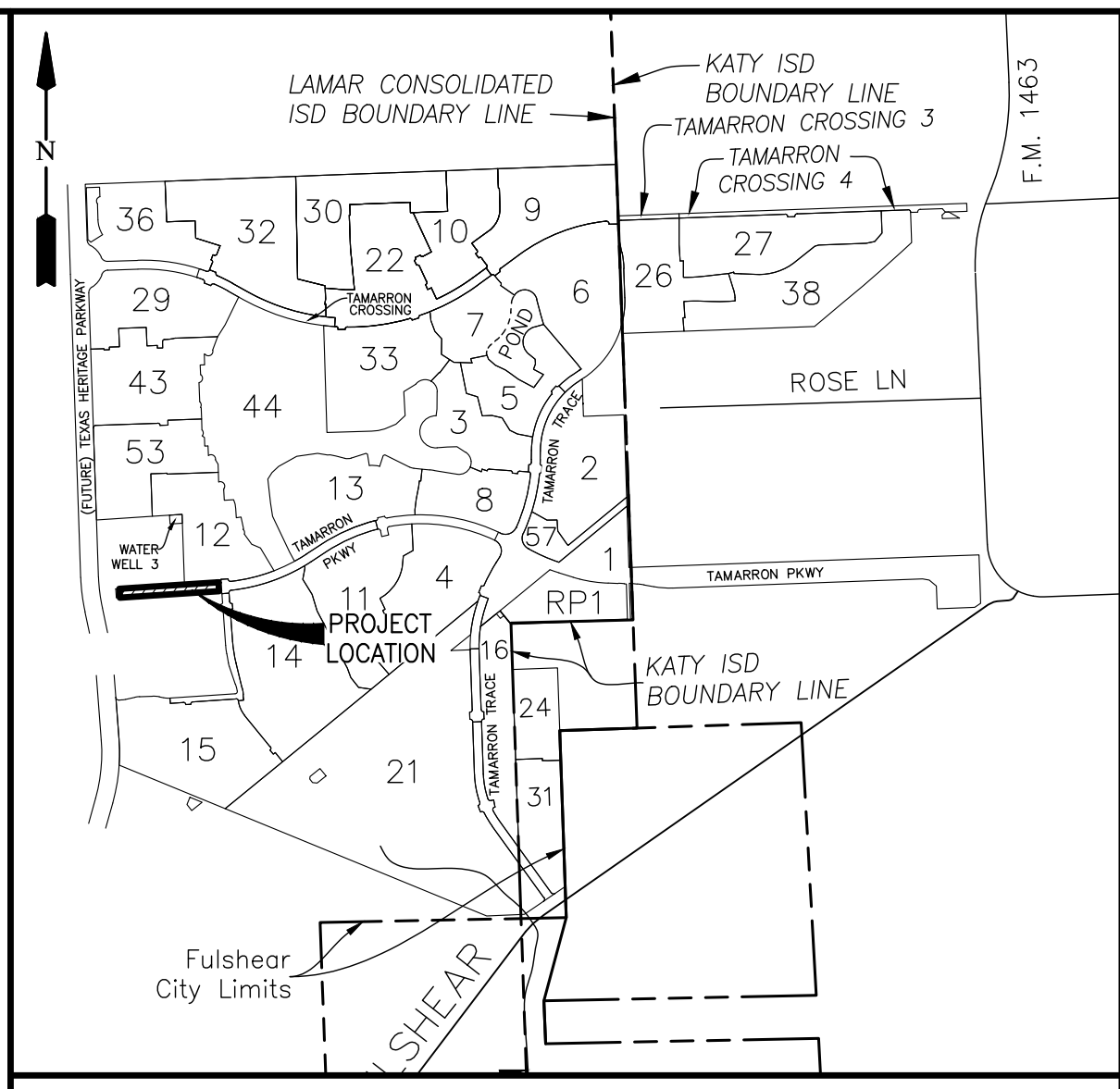
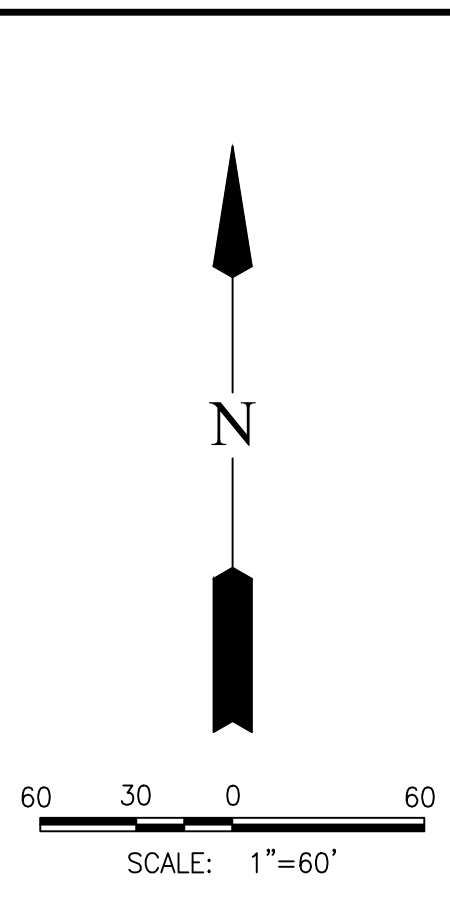
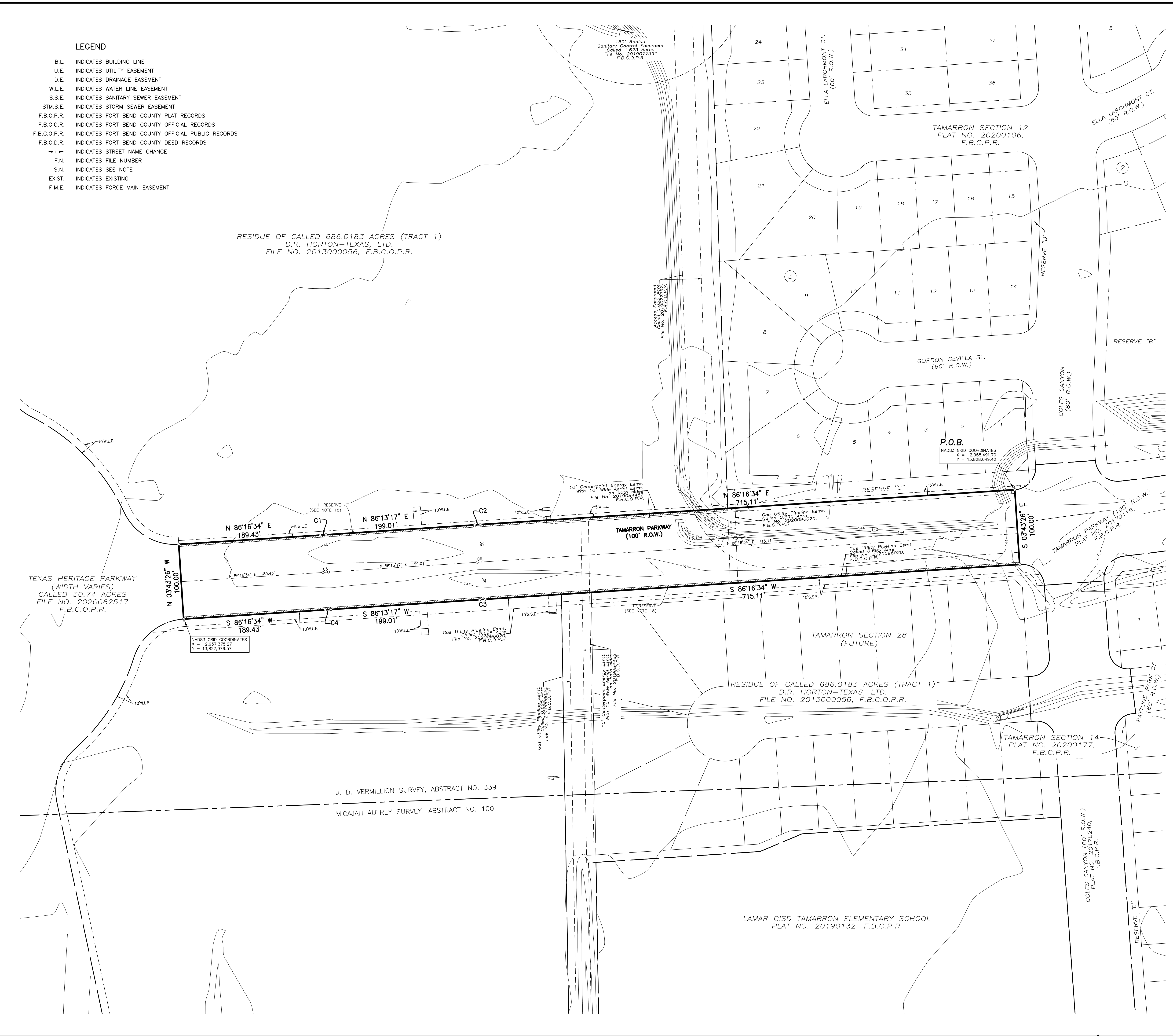
JOB NO. 1931-1514C

OWNERS:
D.R. HORTON - TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

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.
1904 W. Grand Parkway North, Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - S.T.M.S.E. INDICATES STORM SEWER EASEMENT
 - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL 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
 - F.N. INDICATES FILE NUMBER
 - S.N. INDICATES SEE NOTE
 - EXIST. INDICATES EXISTING
 - F.M.E. INDICATES FORCE MAIN EASEMENT



VICINITY MAP
SCALE: 1" = 2000'
KEY MAP NO. 483P

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC CHORD BEARING	CHORD
C1	7950.00'	0°03'17"	7.60' N 86°14'55" E	7.60'
C2	8050.00'	0°03'17"	7.69' N 86°14'55" E	7.69'
C3	7950.00'	0°03'17"	7.59' S 86°14'55" W	7.59'
C4	8050.00'	0°03'17"	7.70' S 86°14'55" W	7.70'
C5	8000.00'	0°03'17"	7.65' N 86°14'55" E	7.65'
C6	8000.00'	0°03'17"	7.64' N 86°14'55" E	7.64'

I, GARY D. NUTTER, 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.

GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

TAMARRON PARKWAY SECTION 4 STREET DEDICATION

A SUBDIVISION OF 2.568 ACRES OF LAND LOCATED IN THE
J.D. VERMILLION SURVEY, ABSTRACT 339,
FORT BEND COUNTY, TEXAS.

OCTOBER 21, 2020 JOB NO. 1931-1514C

OWNERS:
D.R. HORTON - TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

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Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
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Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386



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: _____

Date Received by the City of Fulshear: _____

Subdivision: _____ Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

___ Preliminary

___ Final

___ Short Form Final

___ Replat

___ Vacation Plat

___ Admin. (Minor) Plat

___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

___ Single-Family Residential

___ Zero Lot Line/ Patio Home

___ Multi-Family Residential

___ Planned Development

___ Commercial

___ Industrial

Plat Location: ___ City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

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

Total Acreage: _____

Number of Streets: _____

Number of Lots: _____

Number and Types of Reserves: _____

Total Acres in Reserve: _____

Owner: _____

Address: _____

City/State: _____

Telephone: _____

Email Address: _____

Engineer/Planner: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

Email Address: _____

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 _____

Park Fees (due at Final Plat Application) _____

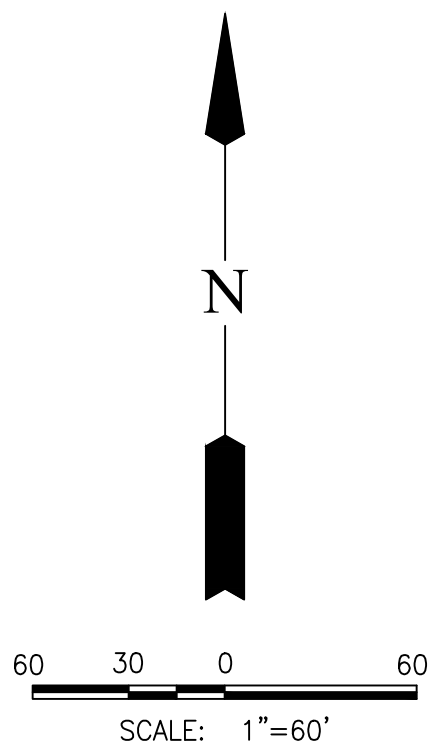
This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete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

G A Freeman

SIGNATURE

TYPED OR PRINTED NAME/TITLE

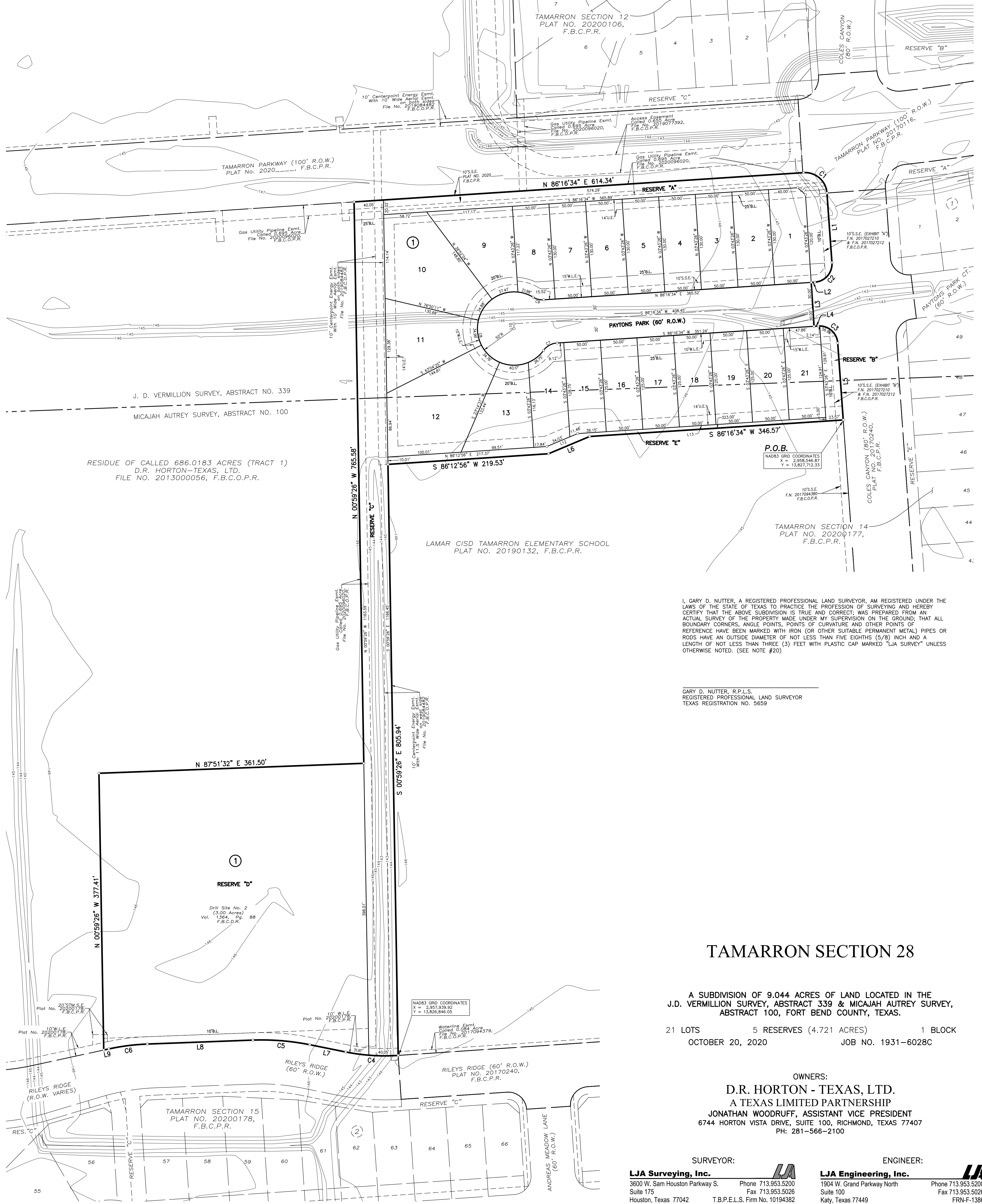
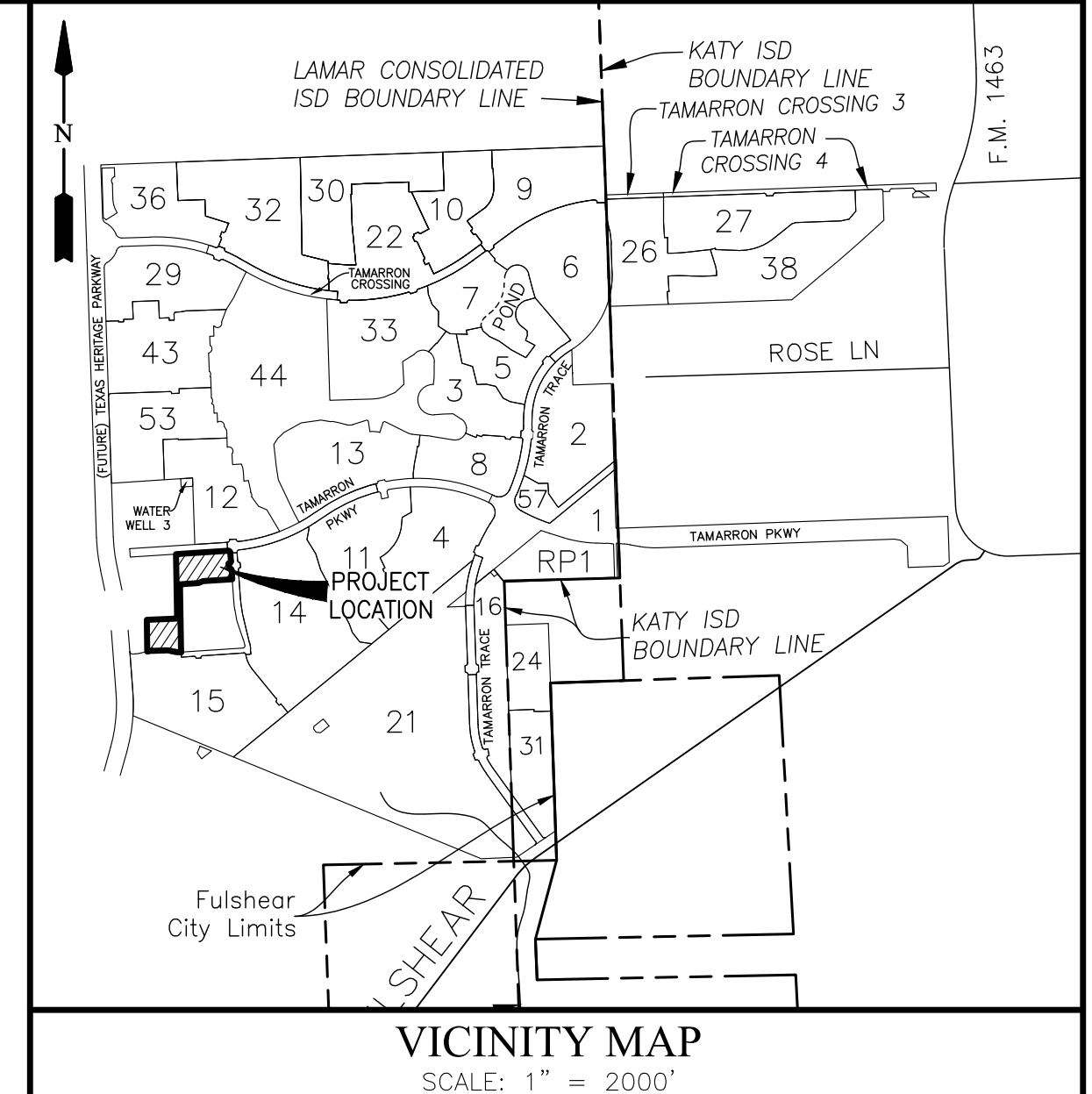
DATE



LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
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- +— INDICATES STREET NAME CHANGE
- F.N. INDICATES FILE NUMBER
- S.N. INDICATES SEE NOTE
- EXIST. INDICATES EXISTING
- F.M.E. INDICATES FORCE MAIN EASEMENT

RESIDUE OF CALLED 686.0183 ACRES (TRACT 1)
D.R. HORTON-TEXAS, LTD.
FILE NO. 201300056, F.B.C.O.P.R.



I, GARY D. NUTTER, 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 "JA SURVEY" UNLESS OTHERWISE NOTED. (SEE NOTE #20)

GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

TAMARRON SECTION 28

A SUBDIVISION OF 9.044 ACRES OF LAND LOCATED IN THE
J.D. VERMILLION SURVEY, ABSTRACT 339 & MICAHAH AUTREY SURVEY,
ABSTRACT 100, FORT BEND COUNTY, TEXAS.

21 LOTS 5 RESERVES (4.721 ACRES) 1 BLOCK
OCTOBER 20, 2020 JOB NO. 1931-6028C

OWNERS:
D.R. HORTON - TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

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

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

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

AGENDA OF: 11/17/2020

ITEMS: VIII.D.

**DATE
SUBMITTED:** 11/6/2020

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSENT AND APPROVAL OF THE FORT BEND COUNTY MUD NO. 198 WATER PLANT NO.1 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, 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 plat under consideration.

The Planning and Zoning Commission at their regularly scheduled November 6th meeting recommended the plat for approval.

ATTACHMENTS:

Description	Upload Date	Type
FBC MUD No. 198 Water Plant No. 1 Final Plat Application	11/6/2020	Backup Material
FBC MUD 198 Water Plant No. 1 Final Plat	11/6/2020	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: 10/19/2020 Date Received by the City of Fulshear: _____
 Subdivision: FORT BEND COUNTY MUD NO. 198 Development: CROSS CREEK WEST
WATER PLNT NO. 1

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)

Other: Water Plant/MUD Facility
 Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 2.999 ACRES OF LAND LOCATED IN THE RUFUS WRIIGHT SURVEY, A-344

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

Total Acreage: 2.999
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1 (Restricted, Water Plant & Related)
 Total Acres in Reserve: 2.983

Owner: FF TEXAS HOLDINGS, L.P.
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUTSON, TX 77056
 Telephone: 713-960-9977
 Email Address: _____

Engineer/Planner: BGE, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@bgeinc.com

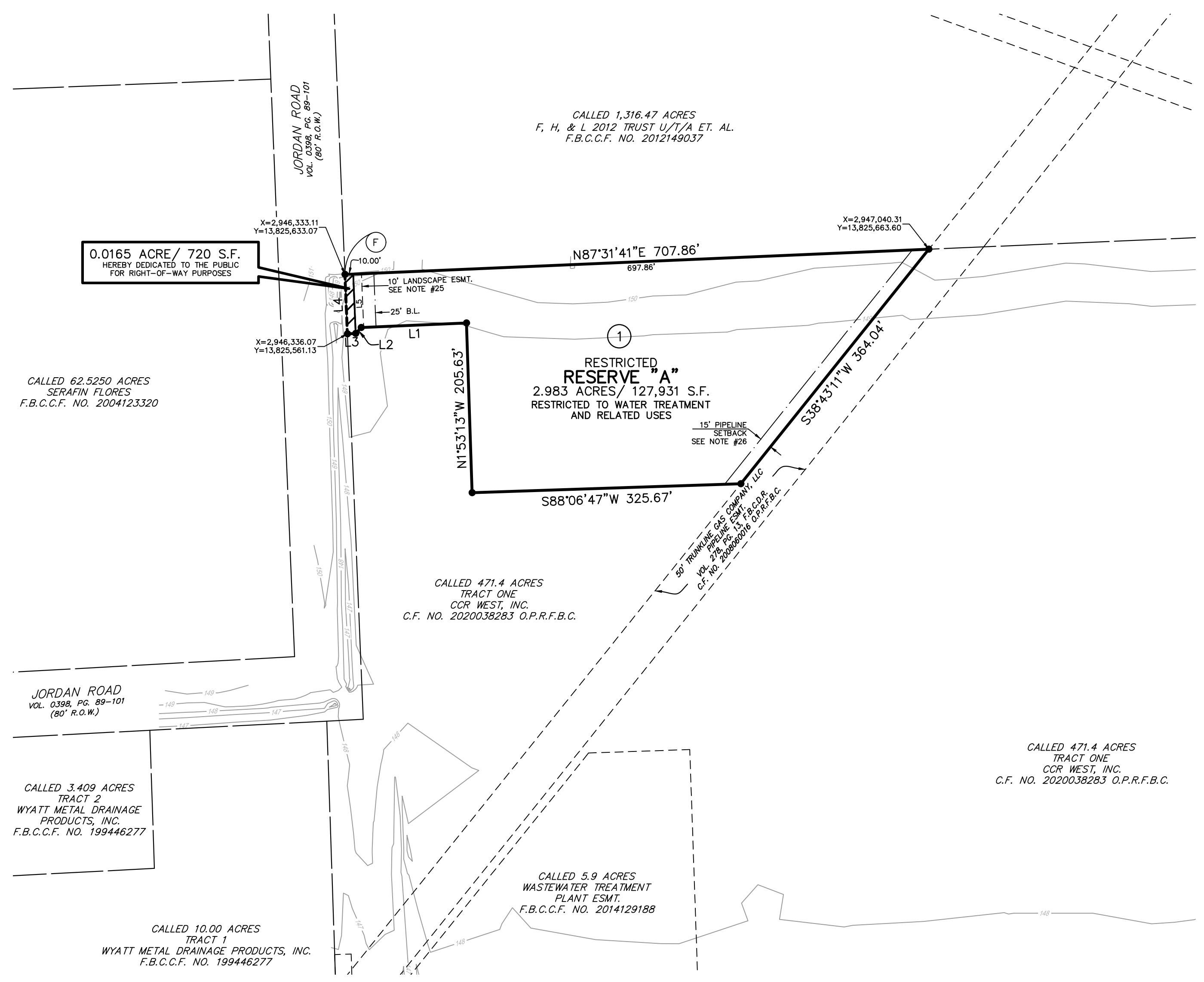
Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	\$574.98
Park Fees (due at Final Plat Application)	_____

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

SIGNATURE

Trey DeVillier
 TYPED OR PRINTED NAME/TITLE

10/19/2020
 DATE



CALLED 1,316.47 ACRES
F. H. & L. 2012 TRUST U/T/A ET. AL.
F.B.C.C.F. NO. 2012149037

0.0165 ACRE / 720 S.F.
HEREBY DEDICATED TO THE PUBLIC
FOR RIGHT-OF-WAY PURPOSES

RESTRICTED
RESERVE "A"
2.983 ACRES / 127,931 S.F.
RESTRICTED TO WATER TREATMENT
AND RELATED USES

CALLED 471.4 ACRES
TRACT ONE
CCR WEST, INC.
C.F. NO. 2020038283 O.P.R.F.B.C.

CALLED 62.5250 ACRES
SERAFIN FLORES
F.B.C.C.F. NO. 2004123320

JORDAN ROAD
VOL. 0398, PG. 89-101
(80' R.O.W.)

CALLED 3.409 ACRES
TRACT 2
WYATT METAL DRAINAGE
PRODUCTS, INC.
F.B.C.C.F. NO. 199446277

CALLED 10.00 ACRES
TRACT 1
WYATT METAL DRAINAGE PRODUCTS, INC.
F.B.C.C.F. NO. 199446277

CALLED 5.9 ACRES
WASTEWATER TREATMENT
PLANT ESMT.
F.B.C.C.F. NO. 2014129188

CALLED 471.4 ACRES
TRACT ONE
CCR WEST, INC.
C.F. NO. 2020038283 O.P.R.F.B.C.

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S87°31'41"W	127.66'
L2	S42°35'59"W	9.93'
L3	S87°35'59"W	10.02'
L4	N2°21'18"W	72.00'
L5	N2°21'18"W	72.03'

GENERAL NOTES

- "1" indicates Block Number.
- "U.E." indicates "Utility Easement".
- "B.L." indicates Building Line.
- "W.L.E." indicates Water Line Easement.
- "STM. S.E." indicates Storm Sewer Easement.
- "SAN. S.E." indicates Sanitary Sewer Easement.
- "ESMT." indicates Easement.
- "F.B.C.C.F." indicates Fort Bend County Clerk's File Number.
- "F.B.C.P.R." indicates Fort Bend County Plat Records.
- "F.B.C.D.R." indicates Fort Bend County Deed Records.
- "I." indicates Iron.
- "FND." indicates found.
- "VOL." indicates volume.
- "PG." indicates page.
- "R.O.W." indicates right-of-way.
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by multiplying by the following combined scale 1.00013.
- Bearing based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of 461.37 acre tract of land, designated Tract 2, as described in an instrument to FF Texas Holdings, LP, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2013104491.
- There is no observable evidence of pipelines within the boundaries of the subject tract, based on the title research provided per City Planning Letter prepared by Stewart Title Company, File number 978743, certified date of October 14, 2020, that there is a pipeline easement of record within the boundaries of the subject tract and shown hereon.
- The property lies in the Unshaded Zone "X" (areas determined to be outside the 500 year flood plain) as delineated on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number 48157C0085L, Revised April 2, 2014.
- The drainage system for the subdivision is designed in accordance with the Fort Bend County Drainage Criteria Manual, which allows street ponding with intense rainfall events.
- Set 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "BGE INC" at all plot boundary corners unless otherwise noted.
- "F" indicates Found 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "KALKOMEY SURVEYING".
- This plot is within Lighting Zone LZ3.
- This tract is located within the extraterritorial jurisdiction of the City of Fulshear and Fort Bend County.
- Required per Fort Bend County Regulations of Subdivisions, Section 7.3, A.
- Required per Fort Bend County Regulations of Subdivisions, Section 5.12, C.

DESCRIPTION OF A 2.999 ACRE TRACT OF LAND SITUATED
IN THE RUFUS WRIGHT SURVEY, ABSTRACT NO. 344
FORT BEND COUNTY, TEXAS

BEING a 2.999 acre tract (130,651 square foot) of land situated in the Rufus Wright Survey, Abstract No. 344 of Fort Bend County, Texas and being a portion of a called 471.4 acre tract of land described as Tract One in an instrument to CCR West Inc., recorded under Clerk's File No. (C.F.N.) 2020038283 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), said 2.999 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of said 461.37 acre tract as cited herein;

COMMENCING at a 3/4-inch iron pipe found for the Northwest corner of said 471.4 acre tract, same being the Southwest corner of a called 1,316.47 acre tract as described in an instrument to F.H. & L. 2012 Trust U/T/A ET. AL., recorded under C.F.N. 2012149037 of the O.P.R.F.B.C., same being the common West corner of said Rufus Wright Survey and the John J. Bond Survey, Abstract No. 113, said point lying in the centerline of Jordan Road (called 80 feet wide) (East 40 feet recorded under Volume 398, Page 094 of the Fort Bend County Deed Records (F.B.C.D.R.));

THENCE, N 87°31'41" E, along and with the common line of said 471.4 acre tract and said 1,316.47 acre tract, same being the common line of said Rufus Wright Survey and said John J. Bond Survey and over and across said Jordan Road, a distance of 39.79 feet to a 1/2-inch iron pipe with cap stamped "KALKOMEY SURVEYING" found for the POINT OF BEGINNING and Northwest corner of the herein described tract, lying on the East right-of-way line of said Jordan Road;

THENCE, N 87°31'41" E, along and with said common line, a distance of 707.86 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for the Northeast corner of the herein described tract lying on the Northwest line of a 50' wide Trunkline Gas Company, LLC pipeline easement, as described and recorded under Volume 278, Page 13 of F.B.C.D.R. and C.F.N. 2008060016 of the O.P.R.F.B.C.;

THENCE, S 38°43'11" W, over and across said 471.4 acre tract and along and with said pipeline easement, a distance of 364.04 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for the Southeast corner of the herein described tract;

THENCE, over and across said 461.36 acre tract of land, the following courses and distances:

S 88°06'47" W, a distance of 325.67 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for the Southernmost Southwest corner of the herein described tract;

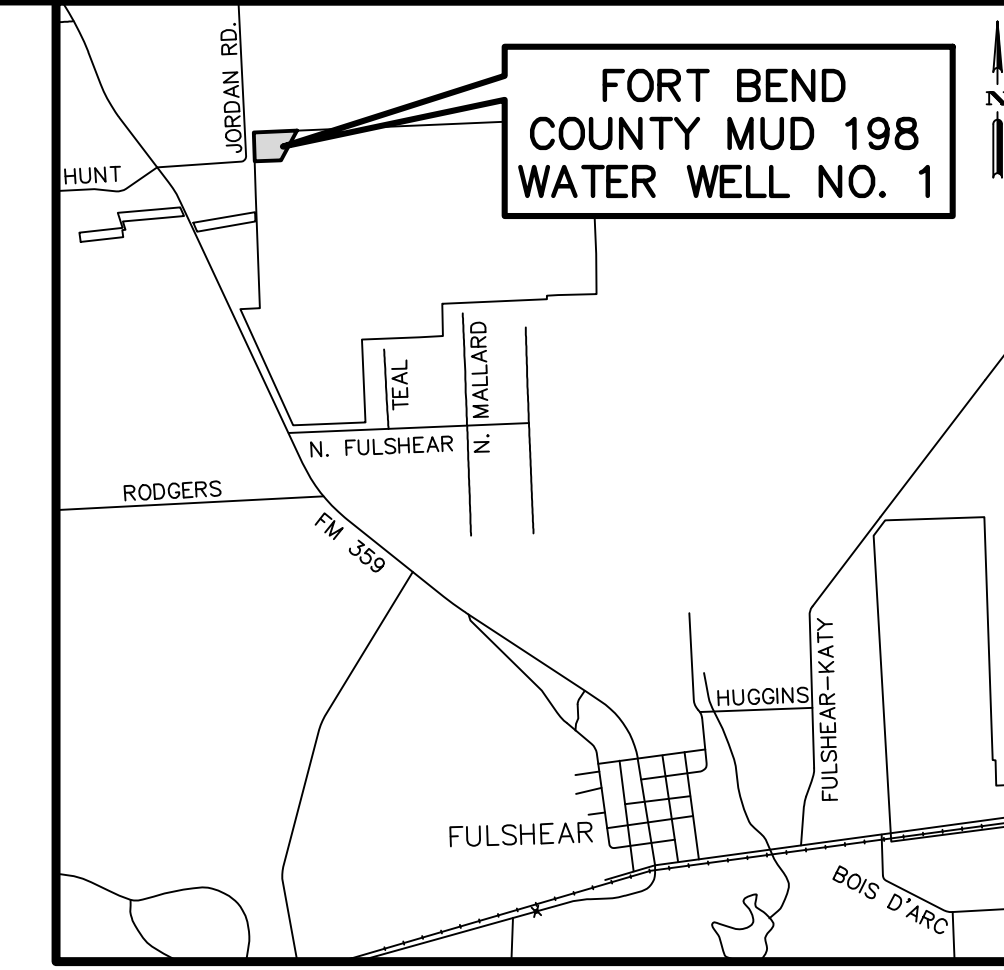
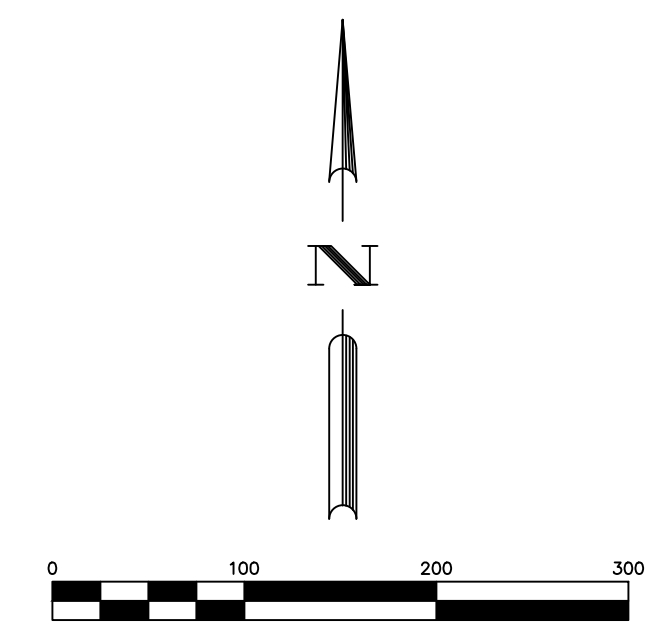
N 01°53'13" W, a distance of 205.63 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for an interior corner of the herein described tract;

S 87°31'41" W, a distance of 127.66 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for corner;

S 42°35'59" W, a distance of 9.93 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for corner;

S 87°35'59" W, a distance of 10.02 feet to a 1/2-inch iron pipe with a cap stamped "BGE INC" set for the Westernmost Southwest corner of the herein described tract line lying on the East right-of-way of said Jordan Road;

THENCE, N 02°21'18" W, along and with the East right-of-way of said Jordan Road, a distance of 72.00 feet to the POINT OF BEGINNING and containing 2.999 acres (130,651 square feet) of land.



VICINITY MAP
N.T.S.

DISTRICT NAMES	
M. U. D.	FORT BEND COUNTY M. U. D. 198
SCHOOL	LAMAR C. I. S. D.
FIRE	FIRE DISTRICT FULSHEAR
E. S. D.	FORT BEND ESD 4
CITY OR CITY ETJ	FULSHEAR E. T. J.
UTILITIES CO.	CENTERPOINT ENERGY

FORT BEND COUNTY MUD 198 WATER PLANT NO. 1

A SUBDIVISION OF 2.999 ACRES OF LAND
LOCATED IN THE
RUFUS WRIGHT SURVEY, A-344
FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVE: 1 BLOCKS: 1
SCALE: 1"=100' DATE: NOVEMBER 3, 2020

OWNER:
CCR WEST, INC.,
a Texas Corporation
5005 RIVERWAY, SUITE 500
HOUSTON, TEXAS 77056
(713) 960-9977
ROBERT J. BAMFORD

LAND PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
(281) 810-1422



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00
JASON M. SVATEK, P.E.

STATE OF TEXAS
COUNTY OF FORT BEND

We, CCR WEST, INC., a Texas corporation, acting by and through Robert J. Bamford, Vice President, owner of the 2,999 acre tract described in the above and foregoing map of FORT BEND COUNTY MUD 198 WATER PLANT NO. 1, 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 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 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 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 the 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 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 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 easement 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, 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.

IN TESTIMONY WHEREOF, CCR WEST, INC., a Texas corporation, has caused these presents to be signed by Robert J. Bamford, its Vice President, thereto authorized,

this _____ day of _____, 2020.

CCR WEST, INC., a Texas corporation,

By: _____
Robert J. Bamford
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Bamford, Vice President of CCR WEST, INC., a Texas corporation, 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 and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

Diana Nevels
Notary Public in and for the State of Texas
Commission Expires: _____

I, Chris Jordan, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.

Chris Jordan, R.P.L.S.
Texas Registration No. 6750

I, Jason M. Svatek, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of the City of Fulshear, to the best of my knowledge.

Jason M. Svatek, P.E.
Texas Registration No. 100192
BGE, Inc.
TBPE Registration No. F-1046

This plat of FORT BEND COUNTY MUD 198 WATER PLANT NO. 1 is approved by the City Planning Commission of the City of Fulshear, Texas, this _____ day of _____, 2020.

Amy Pearce
Chairman

Dar Hakimzadeh
Co-Chairman

This plat of FORT BEND COUNTY MUD 198 WATER PLANT NO. 1 was approved on _____ by the City of Fulshear City Council and signed on this _____ day of _____, 2020; 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

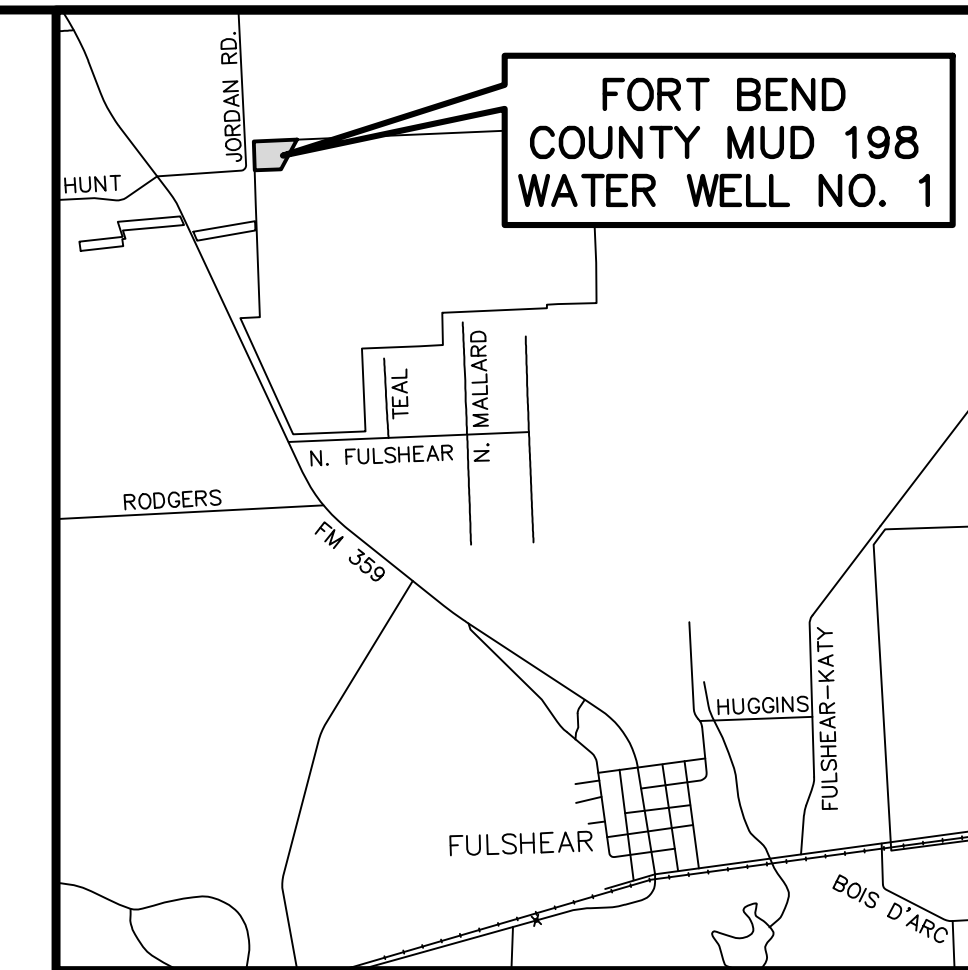
Kimberly Kopecky
City Secretary

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 _____, 2020, at _____ o'clock _____ m. in Plat Number _____ of Fort Bend County.

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



VICINITY MAP
N.T.S.

I, J. Stacy Slawinski, P.E., 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 of 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 _____, 2020.

Vincent Morales
Precinct 1, County Commissioner

Grady Prestage
Precinct 2, County Commissioner

KP George
County Judge

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

Ken 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 _____, 2020, 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

FORT BEND COUNTY MUD 198 WATER PLANT NO. 1

A SUBDIVISION OF 2,999 ACRES OF LAND
LOCATED IN THE
RUFUS WRIGHT SURVEY, A-344
FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVE: 1 BLOCKS: 1
SCALE: 1"=100' DATE: NOVEMBER 3, 2020

OWNER:
CCR WEST, INC.,
a Texas Corporation
5005 RIVERWAY, SUITE 500
HOUSTON, TEXAS 77056
(713) 960-9977
ROBERT J. BAMFORD

LAND PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
(281) 810-1422



BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00
JASON M. SVATEK, P.E.

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

AGENDA OF: 11/17/2020

ITEMS: VIII.E.

**DATE
SUBMITTED:** 11/6/2020

DEPARTMENT: Public Works

PREPARED BY: K. Villagomez

PRESENTER: Sharon Valiante

SUBJECT: CONSENT AND APPROVAL OF STREET DEDICATION, UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR THE POLO RANCH SECTION 7 FROM MUD 174

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10 – As construction of each Phase is completed, the City shall inspect and if the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation and maintenance. The District, Fulshear MUD No. 174, is submitting for consideration a Utilities and Streets to serve/for *The Polo Ranch, Section 7*.

The value of the infrastructure is as follows:

Paving – Total Costs:\$ 319,907.34

Drainage Facilities – Total Costs:\$ 191,211.55

Sanitary Sewer– Total Costs:\$ 100,160.40

Water System – Total Costs:\$ 67,957.75

The City Engineer has reviewed the project for completion and compliance. The City Engineer has no objections to the acceptance and conveyance

as presented. The infrastructure will have a two-year maintenance period upon acceptance by City Council.

RECOMMENDATION

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

1. Street Acceptance for The Polo Ranch Section 7, and
2. Utility Conveyance and Security Agreement for The Polo Ranch Section 7

ATTACHMENTS:

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

Utility Conveyance and Security Agreement
Street Acceptance

11/6/2020
11/6/2020

Backup Material
Backup Material

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

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

Those certain water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Polo Ranch, Section 7 (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Dimas Bros. Construction ("Contractor") dated August 18, 2020, which facilities are located within or near the boundaries of the District, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities"). Some or all of the Facilities are located within or near the land shown on the plat for Polo Ranch, Section 7 that is recorded under Plat No. 20200159 in the Plat Records of Fort Bend County, Texas.

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

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

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

The District hereby reserves the full capacity of the Facilities.

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

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

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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 174

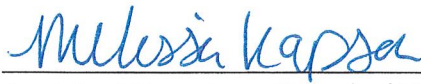
By: 

Name: Angela Hitzman

Title: President, Board of Directors

Date: October 15, 2020

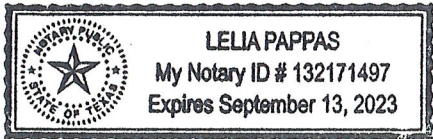
ATTEST:



Assistant Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of October, 2020, by Angela Hitzman as President, and Melissa Kapsen, as Assistant Secretary of the Board of Directors of Fort Bend County Municipal Utility District No. 174, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

Lelia Pappas
Notary Public, State of Texas

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

CITY OF FULSHEAR, TEXAS

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

ATTEST:

Kim Kopecky

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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

STREET ACCEPTANCE

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

WHEREAS, a plat for Polo Ranch Section 7 Paving Conveyance Document has been recorded under Plat No. 20200159 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the “Streets”); and

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

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

CITY OF FULSHEAR TEXAS

Aaron Groff
Mayor

ATTEST:

Kimberly Kopecky
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____ 2020,
by Aaron Groff as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

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

AGENDA OF: 11/17/2020 **ITEMS:** VIII.F.

DATE SUBMITTED: 11/8/2020 **DEPARTMENT:** Finance

PREPARED BY: Erin Tureau **PRESENTER:** Erin Tureau

SUBJECT: CONSENT AND POSSIBLE ACTION TO ACCEPT THE MONTHLY FINANCIAL STATEMENTS 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 September 30, 2020. These reports represent the activity for twelve (12) months or 100% of the fiscal year. In the General Fund the total revenues are reported at 101.95% of budget and total expenditures are reported at 96.38% which both are in line with our expectations.

In the Utility Fund, revenues are 153.88% and expenses are at 134.82%. 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	Sep-19	Sep-20
Revenues:		
Tax	98.36%	96.45%
License-Permit Revenue	105.22%	110.82%
Grant Revenue	0.00%	0.00%
Service Revenue	130.22%	141.24%
Fines-Forfeitures Revenue	130.22%	68.31%
Interest Earned	314.17%	85.01%
Other Revenue	136.01%	6.42%
Transfers	32.47%	94.47%
	96.38%	101.95%
Expenditures:		
Administration	60.88%	95.41%
Human Resources	0.00%	54.36%
Municipal Court	82.45%	74.97%

Finance	94.96%	95.80%
Utility Services	93.76%	113.17%
Economic Development	72.64%	76.99%
Communications	57.44%	46.96%
Police	90.46%	93.87%
Emergency Management	44.18%	99.35%
Code Enforcement	76.83%	84.44%
Planning	50.05%	134.16%
Development Services	90.23%	89.31%
General Facilities	110.02%	101.48%
Public Works & Maint	96.50%	93.19%
Street Department	108.66%	109.18%
Transfers	0.00%	100.00%
Total	84.19%	96.38%

Utility Fund		
	Sep-19	Sep-20
Revenues:		
Service Revenue	104.09%	154.87%
Interest Revenue	156.20%	26.48%
Other Revenue	0.00%	510.65%
Total	106.17%	153.88%
Expenses:		
Non-Departmental	110.23%	139.75%
Transfers Out	0.00%	118.34%
Total	110.23%	134.82%

Utility Fund- CCR Reserve		
	Sep-19	Sep-20
Revenues:		
Interest Revenue	373.38%	315.72%
Transfers	0.00%	0.00%
Total	373.38%	1761.27%
Expenses:		
Non-Departmental	98.26%	51.47%
Total	98.26%	51.47%

*FY19 Budget is not available for combined Utility

If you have any questions, please don't hesitate to call me at 281.346.8802.

RECOMMENDATION

Staff recommends the City Council accept the September 2020 monthly financial report as presented.

ATTACHMENTS:

Description	Upload Date	Type
September 2020 Financials	11/9/2020	Backup Material



Fulshear, TX

Budget Report

Account Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		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	3,005,694.00	3,005,694.00	-215.79	2,878,157.76	-127,536.24	95.76 %
100-41102	Property Tax - Delinquent	40,000.00	40,000.00	57.16	27,558.26	-12,441.74	68.90 %
100-41103	Property Tax - Penlty & Intrst	11,000.00	11,000.00	-0.57	19,827.66	8,827.66	180.25 %
100-41301	Sales & Use Tax Revenue	1,665,248.00	1,665,248.00	311,305.85	1,607,871.43	-57,376.57	96.55 %
100-41302	Mixed Beverage Tax	19,800.00	19,800.00	5,850.56	16,161.57	-3,638.43	81.62 %
100-41501	Franchise Revenue - Electrical	450,000.00	450,000.00	51,052.68	457,625.39	7,625.39	101.69 %
100-41503	Franchise Revenue - Telecomm	42,000.00	42,000.00	25.65	29,987.27	-12,012.73	71.40 %
100-41504	Franchise Revenue - Cable TV	100,000.00	100,000.00	0.00	40,216.28	-59,783.72	40.22 %
100-41506	Franchise Revenue - Gas	56,000.00	56,000.00	0.00	78,633.18	22,633.18	140.42 %
100-41507	Credit Card Fees	66,000.00	66,000.00	3,828.38	85,590.91	19,590.91	129.68 %
100-41508	Franchise Revenue -Solid Waste	40,000.00	40,000.00	15,441.81	59,249.56	19,249.56	148.12 %
Type: 41 - TAX & FRANCHISE FEES Total:		5,495,742.00	5,495,742.00	387,345.73	5,300,879.27	-194,862.73	96.45 %
Type: 42 - LICENSE - PERMIT REVENUE							
100-42001	Registration - Electrician	0.00	0.00	0.00	200.00	200.00	0.00 %
100-42002	Registration - HVAC	8,755.00	8,755.00	200.00	7,200.00	-1,555.00	82.24 %
100-42003	Registration - Bldg Contractor	52,000.00	52,000.00	2,200.00	48,000.00	-4,000.00	92.31 %
100-42004	Registration - Irrigation	1,236.00	1,236.00	0.00	1,101.88	-134.12	89.15 %
100-42201	Permit - Electrical	0.00	0.00	10.00	70.00	70.00	0.00 %
100-42202	Permit - HVAC	44,290.00	44,290.00	7,885.00	75,840.00	31,550.00	171.24 %
100-42203	Permit - Bldg Contractor	1,200,000.00	1,200,000.00	78,027.38	999,218.38	-200,781.62	83.27 %
100-42204	Permit - Plumbing	72,000.00	72,000.00	10,750.00	100,149.06	28,149.06	139.10 %
100-42205	Permit - Solicitation	100.00	100.00	0.00	1,360.00	1,260.00	1,360.00 %
100-42207	Permit - Moving & Demolition	100.00	100.00	0.00	270.00	170.00	270.00 %
100-42208	Permit - Sign	4,000.00	4,000.00	225.00	4,500.00	500.00	112.50 %
100-42209	Permit - Banner	1,600.00	1,600.00	200.00	1,990.00	390.00	124.38 %
100-42210	Permit - Alarm	51,000.00	51,000.00	4,435.00	45,830.00	-5,170.00	89.86 %
100-42300	Liquor License	1,000.00	1,000.00	30.00	1,972.50	972.50	197.25 %
100-42700	Inspection Fees	750,000.00	750,000.00	85,670.00	1,134,940.00	384,940.00	151.33 %
Type: 42 - LICENSE - PERMIT REVENUE Total:		2,186,081.00	2,186,081.00	189,632.38	2,422,641.82	236,560.82	110.82 %
Type: 43 - GRANT REVENUE							
100-43100	Grant Rev - Capital Projects	0.00	0.00	0.00	1,417.50	1,417.50	0.00 %
100-43101	Grants - Police	0.00	0.00	0.00	3,116.12	3,116.12	0.00 %
100-43103	FEMA Reimbursement - Harvey	0.00	0.00	0.00	19,502.54	19,502.54	0.00 %
Type: 43 - GRANT REVENUE Total:		0.00	0.00	0.00	24,036.16	24,036.16	0.00 %
Type: 44 - SERVICE REVENUE							
100-44000	Refund Revenue	175.00	175.00	404.04	404.04	229.04	230.88 %
100-44001	NSF Fees	100.00	100.00	105.00	1,365.00	1,265.00	1,365.00 %
100-44010	Plat Review Fees	0.00	0.00	10,908.47	93,313.00	93,313.00	0.00 %
100-44011	Plan Review Fees	685,000.00	685,000.00	160,008.38	1,381,685.84	696,685.84	201.71 %
100-44100	Subdivision - Plat Fees	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
100-44101	Subdiv. Infrustructure 1% Fee	575,000.00	575,000.00	34,322.48	507,473.96	-67,526.04	88.26 %
100-44103	Commercial Plat Fees	6,500.00	6,500.00	0.00	0.00	-6,500.00	0.00 %
100-44250	Open Records Fees	500.00	500.00	12.00	335.50	-164.50	67.10 %
100-44251	Fingerprinting Fees	500.00	500.00	0.00	330.00	-170.00	66.00 %
100-44500	Penalties	6,500.00	6,500.00	521.27	5,527.70	-972.30	85.04 %
100-44503	Sanitation Revenue	367,444.00	367,444.00	76,324.92	405,765.80	38,321.80	110.43 %
100-44504	Recycle Revenue	210,000.00	210,000.00	49,389.06	261,632.06	51,632.06	124.59 %
Type: 44 - SERVICE REVENUE Total:		1,881,719.00	1,881,719.00	331,995.62	2,657,832.90	776,113.90	141.24 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Type: 45 - FINES & FORFEITURES REVENUE							
<u>100-45001</u>	Court Fines & Forfeitures	80,000.00	80,000.00	7,632.97	74,288.09	-5,711.91	92.86 %
<u>100-45002</u>	Court Fees	100,000.00	100,000.00	5,830.84	59,520.50	-40,479.50	59.52 %
<u>100-45003</u>	Court Deferred Dispositions	72,500.00	72,500.00	2,975.80	38,675.60	-33,824.40	53.35 %
<u>100-45007</u>	Court Time Payment Fees Local	1,000.00	1,000.00	154.25	1,077.61	77.61	107.76 %
<u>100-45011</u>	Court-City Justice Fee	1,200.00	1,200.00	6.71	435.95	-764.05	36.33 %
	Type: 45 - FINES & FORFEITURES REVENUE Total:	254,700.00	254,700.00	16,600.57	173,997.75	-80,702.25	68.31 %
Type: 46 - INTEREST REVENUE							
<u>100-46000</u>	Interest Revenue	150,000.00	150,000.00	1,433.14	127,519.85	-22,480.15	85.01 %
<u>100-46001</u>	PEG Account Interest	6.00	6.00	0.00	4.34	-1.66	72.33 %
	Type: 46 - INTEREST REVENUE Total:	150,006.00	150,006.00	1,433.14	127,524.19	-22,481.81	85.01 %
Type: 47 - OTHER REVENUE							
<u>100-47100</u>	Candidate Filing Fee	200.00	200.00	0.00	125.00	-75.00	62.50 %
<u>100-47102</u>	TXGLO Grant Funds-D20E	415,000.00	415,000.00	0.00	0.00	-415,000.00	0.00 %
<u>100-47103</u>	Suspense - Bank Corrections	0.00	0.00	0.01	5,698.23	5,698.23	0.00 %
<u>100-47150</u>	Sale of Assets	0.00	0.00	3,300.00	3,468.00	3,468.00	0.00 %
<u>100-47200</u>	Miscellaneous Revenue	0.00	0.00	504.82	5,195.34	5,195.34	0.00 %
<u>100-47700</u>	Comm Center -FTB Seniors	800.00	800.00	0.00	634.65	-165.35	79.33 %
<u>100-47701</u>	Community Center - Rental	30,000.00	30,000.00	1,150.00	13,315.00	-16,685.00	44.38 %
<u>100-47702</u>	Community Center - Security	2,000.00	2,000.00	0.00	410.00	-1,590.00	20.50 %
<u>100-47704</u>	Community Center - Cleaning	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
	Type: 47 - OTHER REVENUE Total:	449,000.00	449,000.00	4,954.83	28,846.22	-420,153.78	6.42 %
Type: 49 - TRANSFERS							
<u>100-49550</u>	Xfer In - COF Utility Fund 500	1,034,359.00	1,034,359.00	0.00	1,034,359.00	0.00	100.00 %
<u>100-49560</u>	Xfer In - 4/A EDC Fund 600	211,963.00	216,963.00	0.00	168,046.72	-48,916.28	77.45 %
<u>100-49561</u>	XFER IN - 4/A PROJECT FUND 601	0.00	0.00	0.00	6,250.00	6,250.00	0.00 %
<u>100-49562</u>	Xfer In - 4/A Comm Events	37,500.00	37,500.00	0.00	37,500.00	0.00	100.00 %
<u>100-49570</u>	Xfer In - 4/B EDC Fund 700	211,963.00	216,963.00	0.00	168,046.72	-48,916.28	77.45 %
<u>100-49571</u>	XFER IN - 4/B PROJECT FUND 701	0.00	0.00	0.00	6,250.00	6,250.00	0.00 %
<u>100-49572</u>	Xfer In - 4/B Comm Events	37,500.00	37,500.00	0.00	37,500.00	0.00	100.00 %
	Type: 49 - TRANSFERS Total:	1,533,285.00	1,543,285.00	0.00	1,457,952.44	-85,332.56	94.47 %
	Revenue Total:	11,950,533.00	11,960,533.00	931,962.27	12,193,710.75	233,177.75	101.95 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
Expense							
Department: 120 - Administration							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-120-5210-00</u>	Salaries & Wages	533,752.00	533,752.00	54,936.32	438,823.60	94,928.40	82.21 %
<u>100-120-5210-02</u>	Overtime	1,000.00	1,000.00	108.81	795.06	204.94	79.51 %
<u>100-120-5210-03</u>	Auto Allowance	10,800.00	10,800.00	758.24	6,804.43	3,995.57	63.00 %
<u>100-120-5216-01</u>	Mayor Compensation	9,600.00	9,600.00	800.00	9,600.00	0.00	100.00 %
<u>100-120-5216-02</u>	Elected Officials Pay	25,200.00	25,200.00	2,100.00	25,200.00	0.00	100.00 %
<u>100-120-5230-00</u>	Payroll Tax Expense	41,291.00	41,291.00	2,809.97	34,753.73	6,537.27	84.17 %
<u>100-120-5235-00</u>	Employee Health Benefits	53,143.00	53,143.00	9,100.90	57,129.81	-3,986.81	107.50 %
<u>100-120-5238-00</u>	Retirement Contribution	39,699.00	39,699.00	4,518.01	38,995.81	703.19	98.23 %
<u>100-120-5239-00</u>	Worker's Compensation	1,316.00	1,316.00	0.00	1,707.00	-391.00	129.71 %
ExpCategory: 52 - PERSONNEL COSTS Total:		715,801.00	715,801.00	75,132.25	613,809.44	101,991.56	85.75 %
ExpCategory: 53 - SUPPLIES							
<u>100-120-5311-00</u>	Supplies	15,000.00	15,000.00	605.30	4,029.30	10,970.70	26.86 %
<u>100-120-5314-00</u>	Publications/Ref Material	2,500.00	2,500.00	0.00	58.50	2,441.50	2.34 %
<u>100-120-5315-00</u>	Postage	8,000.00	8,000.00	304.03	3,609.49	4,390.51	45.12 %
<u>100-120-5316-00</u>	Minor Tools & Equipment	7,500.00	7,500.00	323.00	4,356.53	3,143.47	58.09 %
<u>100-120-5317-00</u>	Commemoratives	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>100-120-5326-00</u>	Uniforms/Shirts	1,115.00	1,115.00	0.00	0.00	1,115.00	0.00 %
<u>100-120-5381-00</u>	Meeting Expenses	5,000.00	5,000.00	522.82	2,320.20	2,679.80	46.40 %
<u>100-120-5381-05</u>	Staff Relations	0.00	0.00	0.00	86.60	-86.60	0.00 %
<u>100-120-5382-00</u>	Grants - Economic Development	0.00	278,348.00	0.00	0.00	278,348.00	0.00 %
<u>100-120-5382-02</u>	Grants - Sales Tax Rebates	0.00	0.00	0.00	52,925.43	-52,925.43	0.00 %
<u>100-120-5383-00</u>	COVID-19 Small Business Grant Pro	0.00	0.00	-75,833.00	0.00	0.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		41,615.00	319,963.00	-74,077.85	67,386.05	252,576.95	21.06 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-120-5411-00</u>	Prof. Services - Legal	350,000.00	350,000.00	42,473.42	414,645.70	-64,645.70	118.47 %
<u>100-120-5411-10</u>	Prof. Services - Consulting	50,000.00	50,000.00	1,238.80	30,641.16	19,358.84	61.28 %
<u>100-120-5414-02</u>	Keep Fulshear Beautiful	12,000.00	12,000.00	0.00	2,331.80	9,668.20	19.43 %
<u>100-120-5414-03</u>	Community Events	75,000.00	75,000.00	468.00	40,489.70	34,510.30	53.99 %
<u>100-120-5424-00</u>	Elections	5,000.00	5,000.00	0.00	100.00	4,900.00	2.00 %
<u>100-120-5434-00</u>	Telecommunications	7,000.00	7,000.00	1,182.80	7,466.02	-466.02	106.66 %
<u>100-120-5461-04</u>	Codification	6,500.00	6,500.00	0.00	1,065.00	5,435.00	16.38 %
<u>100-120-5468-01</u>	Railroad Pipeline Rental	600.00	600.00	0.00	0.00	600.00	0.00 %
<u>100-120-5469-01</u>	Equipment Rental	7,300.00	7,300.00	477.95	9,665.14	-2,365.14	132.40 %
<u>100-120-5480-00</u>	380 Grant Agreements	0.00	0.00	40,000.00	318,348.00	-318,348.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		513,400.00	513,400.00	85,840.97	824,752.52	-311,352.52	160.65 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-120-5520-00</u>	Printing	650.00	650.00	0.00	64.43	585.57	9.91 %
<u>100-120-5526-00</u>	Public Notices	5,000.00	5,000.00	1,139.56	4,369.28	630.72	87.39 %
<u>100-120-5526-01</u>	County Recording Fees	3,500.00	3,500.00	82.32	265.59	3,234.41	7.59 %
<u>100-120-5526-05</u>	Open Records Expenses	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
<u>100-120-5527-00</u>	Dues & Memberships	8,500.00	8,500.00	1,166.00	7,718.39	781.61	90.80 %
<u>100-120-5528-00</u>	Travel & Training	30,000.00	30,000.00	1,666.76	9,084.01	20,915.99	30.28 %
<u>100-120-5529-00</u>	Miscellaneous Expenses	0.00	0.00	108.25	108.25	-108.25	0.00 %
<u>100-120-5540-02</u>	Software Maintenance	0.00	0.00	-3,300.00	0.00	0.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		51,900.00	51,900.00	862.89	21,609.95	30,290.05	41.64 %
Department: 120 - Administration Total:		1,322,716.00	1,601,064.00	87,758.26	1,527,557.96	73,506.04	95.41 %
Department: 130 - Human Resources							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-130-5210-00</u>	Salaries & Wages	95,592.00	95,592.00	12,080.26	96,642.06	-1,050.06	101.10 %
<u>100-130-5230-00</u>	Payroll Tax Expense	7,313.00	7,313.00	843.87	6,811.42	501.58	93.14 %
<u>100-130-5235-00</u>	Employee Health Benefits	8,857.00	8,857.00	1,547.24	10,081.20	-1,224.20	113.82 %
<u>100-130-5238-00</u>	Retirement Contribution	7,031.00	7,031.00	945.89	7,679.69	-648.69	109.23 %
<u>100-130-5239-00</u>	Worker's Compensation	242.00	242.00	0.00	242.00	0.00	100.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-130-5240-00</u>	Unemployment	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		130,035.00	130,035.00	15,417.26	121,456.37	8,578.63	93.40 %
ExpCategory: 53 - SUPPLIES							
<u>100-130-5311-00</u>	Supplies	2,500.00	2,500.00	103.57	266.54	2,233.46	10.66 %
<u>100-130-5314-00</u>	Publications/Ref Material	500.00	500.00	0.00	100.00	400.00	20.00 %
<u>100-130-5316-00</u>	Minor Tools and Equipment	14,000.00	14,000.00	0.00	7.55	13,992.45	0.05 %
<u>100-130-5326-00</u>	Uniforms/Shirts	75.00	75.00	0.00	0.00	75.00	0.00 %
<u>100-130-5381-05</u>	Staff Relations	15,000.00	15,000.00	0.00	4,234.96	10,765.04	28.23 %
<u>100-130-5381-06</u>	Staff Development Program	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		38,075.00	38,075.00	103.57	4,609.05	33,465.95	12.11 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-130-5411-00</u>	Prof. Services - Legal	50,000.00	50,000.00	630.00	7,897.50	42,102.50	15.80 %
<u>100-130-5411-10</u>	Prof. Services - Consulting	30,000.00	30,000.00	0.00	8,976.24	21,023.76	29.92 %
<u>100-130-5411-16</u>	EAP Services	1,000.00	1,000.00	94.24	535.04	464.96	53.50 %
<u>100-130-5434-00</u>	Telecommunications	1,000.00	1,000.00	100.62	504.47	495.53	50.45 %
<u>100-130-5467-00</u>	Testing/Backgrounds/Supp Serv	6,500.00	6,500.00	25.95	485.70	6,014.30	7.47 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		88,500.00	88,500.00	850.81	18,398.95	70,101.05	20.79 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-130-5515-00</u>	Advertising	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>100-130-5520-00</u>	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>100-130-5527-00</u>	Dues & Memberships	1,500.00	1,500.00	0.00	343.00	1,157.00	22.87 %
<u>100-130-5528-00</u>	Travel & Training	3,500.00	3,500.00	0.00	3,032.67	467.33	86.65 %
<u>100-130-5531-01</u>	Tuition Assistance Program	10,000.00	10,000.00	0.00	627.00	9,373.00	6.27 %
ExpCategory: 55 - OTHER CHARGES Total:		16,500.00	16,500.00	0.00	4,002.67	12,497.33	24.26 %
Department: 130 - Human Resources Total:		273,110.00	273,110.00	16,371.64	148,467.04	124,642.96	54.36 %
Department: 140 - Municipal Court							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-140-5210-00</u>	Salaries	105,761.00	105,761.00	12,976.44	104,118.33	1,642.67	98.45 %
<u>100-140-5210-02</u>	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>100-140-5230-00</u>	Payroll Tax Expense	8,091.00	8,091.00	987.66	8,219.54	-128.54	101.59 %
<u>100-140-5235-00</u>	Employee Health Benefits	17,714.00	17,714.00	3,062.18	19,529.64	-1,815.64	110.25 %
<u>100-140-5238-00</u>	Retirement Contribution	7,779.00	7,779.00	1,016.07	8,516.13	-737.13	109.48 %
<u>100-140-5239-00</u>	Workers Compensation	334.00	334.00	0.00	334.00	0.00	100.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		140,679.00	140,679.00	18,042.35	140,717.64	-38.64	100.03 %
ExpCategory: 53 - SUPPLIES							
<u>100-140-5311-00</u>	Supplies	3,000.00	3,000.00	78.52	2,708.03	291.97	90.27 %
<u>100-140-5314-00</u>	Publications/Ref Material	400.00	400.00	0.00	0.00	400.00	0.00 %
<u>100-140-5316-00</u>	Minor Tools & Equipment	1,500.00	1,500.00	0.00	783.63	716.37	52.24 %
ExpCategory: 53 - SUPPLIES Total:		4,900.00	4,900.00	78.52	3,491.66	1,408.34	71.26 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-140-5411-00</u>	Prof. Services - Legal	40,000.00	40,000.00	1,406.25	16,562.50	23,437.50	41.41 %
<u>100-140-5411-03</u>	Prof. Services - Judge	35,000.00	35,000.00	3,900.00	19,156.25	15,843.75	54.73 %
<u>100-140-5411-06</u>	Building Security - Bailiff	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
<u>100-140-5411-07</u>	Prof. Services	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>100-140-5411-08</u>	Prof. Services - Interpreter	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>100-140-5434-00</u>	Telecommunications	900.00	900.00	100.62	605.83	294.17	67.31 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		87,400.00	87,400.00	5,406.87	36,324.58	51,075.42	41.56 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-140-5520-00</u>	Printing	400.00	400.00	0.00	532.16	-132.16	133.04 %
<u>100-140-5527-00</u>	Dues & Memberships	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>100-140-5528-00</u>	Travel & Training	5,000.00	5,000.00	-250.00	383.49	4,616.51	7.67 %
<u>100-140-5540-02</u>	Software Maintenance	13,500.00	13,500.00	200.00	8,137.33	5,362.67	60.28 %
ExpCategory: 55 - OTHER CHARGES Total:		19,900.00	19,900.00	-50.00	9,052.98	10,847.02	45.49 %
Department: 140 - Municipal Court Total:		252,879.00	252,879.00	23,477.74	189,586.86	63,292.14	74.97 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 160 - Finance							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-160-5210-00</u>	Salaries	308,831.00	308,831.00	43,915.72	318,581.07	-9,750.07	103.16 %
<u>100-160-5210-02</u>	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>100-160-5210-03</u>	Auto Allowance	4,800.00	4,800.00	606.61	4,852.87	-52.87	101.10 %
<u>100-160-5230-00</u>	Payroll Tax Expense	23,626.00	23,626.00	3,231.49	24,105.45	-479.45	102.03 %
<u>100-160-5235-00</u>	Employee Health Benefits	35,429.00	35,429.00	6,196.56	37,057.39	-1,628.39	104.60 %
<u>100-160-5238-00</u>	Retirement Contribution	22,715.00	22,715.00	3,486.11	26,510.82	-3,795.82	116.71 %
<u>100-160-5239-00</u>	Worker's Compensation	2,453.00	2,453.00	0.00	2,453.00	0.00	100.00 %
<u>100-160-5250-00</u>	Vacation Pay Out	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		408,854.00	408,854.00	57,436.49	413,560.60	-4,706.60	101.15 %
ExpCategory: 53 - SUPPLIES							
<u>100-160-5311-00</u>	Supplies	3,000.00	3,000.00	499.11	3,961.57	-961.57	132.05 %
<u>100-160-5314-00</u>	Publications/Ref Materials	700.00	700.00	0.00	2,063.67	-1,363.67	294.81 %
<u>100-160-5316-00</u>	Minor Tools & Equipment	4,300.00	4,300.00	0.00	4,001.17	298.83	93.05 %
<u>100-160-5326-00</u>	Uniforms/Shirts	300.00	300.00	0.00	0.00	300.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		8,300.00	8,300.00	499.11	10,026.41	-1,726.41	120.80 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-160-5411-09</u>	Prof. Services - Audit	40,000.00	40,000.00	0.00	40,325.00	-325.00	100.81 %
<u>100-160-5411-13</u>	Technology	7,500.00	7,500.00	1,370.11	4,370.11	3,129.89	58.27 %
<u>100-160-5421-01</u>	Insurance - General Liability	9,800.00	9,800.00	0.00	8,174.08	1,625.92	83.41 %
<u>100-160-5421-02</u>	Insurance - Auto Liability	7,500.00	7,500.00	0.00	7,500.00	0.00	100.00 %
<u>100-160-5421-04</u>	Errors & Omissions	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
<u>100-160-5421-05</u>	Insurance - Bonding	1,200.00	1,200.00	0.00	1,066.00	134.00	88.83 %
<u>100-160-5425-00</u>	Merchant Service Fees	50,000.00	50,000.00	10,313.28	60,217.62	-10,217.62	120.44 %
<u>100-160-5426-00</u>	Tax Assessor/Collector Fees	23,595.00	23,595.00	7,460.78	25,436.53	-1,841.53	107.80 %
<u>100-160-5475-00</u>	Bank Charges	25,000.00	25,000.00	623.96	9,647.27	15,352.73	38.59 %
<u>100-160-5475-01</u>	Credit Card Fees	600.00	600.00	-86.90	356.98	243.02	59.50 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		173,195.00	173,195.00	19,681.23	157,093.59	16,101.41	90.70 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-160-5527-00</u>	Dues & Memberships	1,400.00	1,400.00	916.12	1,865.86	-465.86	133.28 %
<u>100-160-5528-00</u>	Travel & Training	11,200.00	11,200.00	-420.00	1,651.87	9,548.13	14.75 %
<u>100-160-5540-02</u>	Software Maintenance	16,200.00	16,200.00	276.00	8,940.87	7,259.13	55.19 %
ExpCategory: 55 - OTHER CHARGES Total:		28,800.00	28,800.00	772.12	12,458.60	16,341.40	43.26 %
Department: 160 - Finance Total:		619,149.00	619,149.00	78,388.95	593,139.20	26,009.80	95.80 %
Department: 170 - Utility Services							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-170-5210-00</u>	Salaries	139,403.00	139,403.00	17,131.37	131,229.96	8,173.04	94.14 %
<u>100-170-5210-02</u>	Overtime	1,000.00	1,000.00	50.35	595.06	404.94	59.51 %
<u>100-170-5230-00</u>	Payroll Tax Expense	10,664.00	10,664.00	1,172.50	9,518.32	1,145.68	89.26 %
<u>100-170-5235-00</u>	Employee Health Benefits	17,714.00	17,714.00	4,600.84	27,378.94	-9,664.94	154.56 %
<u>100-170-5238-00</u>	Retirement Contribution	10,253.00	10,253.00	1,345.34	10,741.23	-488.23	104.76 %
<u>100-170-5239-00</u>	Workers Compensation	339.00	339.00	0.00	339.00	0.00	100.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		179,373.00	179,373.00	24,300.40	179,802.51	-429.51	100.24 %
ExpCategory: 53 - SUPPLIES							
<u>100-170-5311-00</u>	Supplies	2,500.00	2,500.00	0.00	1,274.86	1,225.14	50.99 %
<u>100-170-5314-00</u>	Publications/Ref Material	2,000.00	2,000.00	532.85	1,131.34	868.66	56.57 %
<u>100-170-5315-00</u>	Postage	27,000.00	27,000.00	4,043.19	22,763.65	4,236.35	84.31 %
<u>100-170-5316-00</u>	Minor Tools & Equipment	11,500.00	11,500.00	278.78	16,424.60	-4,924.60	142.82 %
<u>100-170-5326-00</u>	Uniforms/Shirts	225.00	225.00	0.00	0.00	225.00	0.00 %
<u>100-170-5380-00</u>	Public Relations	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
ExpCategory: 53 - SUPPLIES Total:		45,725.00	45,725.00	4,854.82	41,594.45	4,130.55	90.97 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-170-5411-10</u>	Prof. Services - Consulting	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>100-170-5434-00</u>	Telecommunications	1,000.00	1,000.00	132.24	804.05	195.95	80.41 %
<u>100-170-5461-02</u>	Contract - Sanitation Services	1,020,000.00	1,020,000.00	415,611.94	1,194,173.67	-174,173.67	117.08 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-170-5469-01	Equipment Rental	4,500.00	4,500.00	418.04	4,269.15	230.85	94.87 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		1,028,000.00	1,028,000.00	416,162.22	1,199,246.87	-171,246.87	116.66 %
ExpCategory: 55 - OTHER CHARGES							
100-170-5515-00	Advertising	750.00	750.00	0.00	123.86	626.14	16.51 %
100-170-5520-00	Printing	15,000.00	15,000.00	1,608.11	10,997.77	4,002.23	73.32 %
100-170-5527-00	Dues & Memberships	550.00	550.00	0.00	0.00	550.00	0.00 %
100-170-5528-00	Travel & Training	3,000.00	3,000.00	0.00	-362.09	3,362.09	-12.07 %
100-170-5535-00	Equipment Maintenance	23,000.00	23,000.00	31,812.50	44,215.43	-21,215.43	192.24 %
100-170-5540-02	Software Maintenance	17,000.00	17,000.00	1,985.00	9,677.38	7,322.62	56.93 %
ExpCategory: 55 - OTHER CHARGES Total:		59,300.00	59,300.00	35,405.61	64,652.35	-5,352.35	109.03 %
Department: 170 - Utility Services Total:		1,312,398.00	1,312,398.00	480,723.05	1,485,296.18	-172,898.18	113.17 %
Department: 180 - Economic Development							
ExpCategory: 52 - PERSONNEL COSTS							
100-180-5210-00	Salaries	167,199.00	167,199.00	21,144.53	169,050.65	-1,851.65	101.11 %
100-180-5210-03	Auto Allowance	4,800.00	4,800.00	606.61	4,852.87	-52.87	101.10 %
100-180-5230-00	Payroll Tax Expense	12,791.00	12,791.00	1,662.81	13,789.58	-998.58	107.81 %
100-180-5235-00	Employee Health Benefits	17,714.00	17,714.00	3,102.86	19,877.39	-2,163.39	112.21 %
100-180-5238-00	Retirement Contribution	12,298.00	12,298.00	1,701.93	14,220.05	-1,922.05	115.63 %
100-180-5239-00	Workers Compensation	403.00	403.00	0.00	403.00	0.00	100.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		215,205.00	215,205.00	28,218.74	222,193.54	-6,988.54	103.25 %
ExpCategory: 53 - SUPPLIES							
100-180-5311-00	Supplies	2,500.00	2,500.00	86.46	457.83	2,042.17	18.31 %
100-180-5314-00	Publications/Ref Material	730.00	730.00	40.00	385.00	345.00	52.74 %
100-180-5316-00	Minor Tools & Equipment	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-180-5381-00	Meeting Expenses	2,000.00	2,000.00	0.00	5.87	1,994.13	0.29 %
ExpCategory: 53 - SUPPLIES Total:		7,230.00	7,230.00	126.46	848.70	6,381.30	11.74 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-180-5411-10	Prof. Services - Consulting	25,000.00	25,000.00	0.00	11,758.40	13,241.60	47.03 %
100-180-5411-14	Prof. Service Legal & Engineer	10,000.00	20,000.00	2,242.50	26,471.60	-6,471.60	132.36 %
100-180-5434-00	Telecommunications	2,200.00	2,200.00	277.22	1,606.10	593.90	73.00 %
100-180-5440-00	Marketing	32,500.00	32,500.00	0.00	14,325.52	18,174.48	44.08 %
100-180-5472-00	Business Devlpmnt & Retention	7,500.00	7,500.00	0.00	925.49	6,574.51	12.34 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		77,200.00	87,200.00	2,519.72	55,087.11	32,112.89	63.17 %
ExpCategory: 55 - OTHER CHARGES							
100-180-5520-00	Printing	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
100-180-5527-00	Dues & Memberships	2,325.00	2,325.00	0.00	1,738.41	586.59	74.77 %
100-180-5527-01	Dues & Memberships - Org.	17,250.00	17,250.00	0.00	13,480.00	3,770.00	78.14 %
100-180-5528-00	Travel & Training	14,500.00	14,500.00	-966.88	4,181.00	10,319.00	28.83 %
100-180-5530-00	Technology Maintenance	51,000.00	51,000.00	3,886.31	8,751.49	42,248.51	17.16 %
100-180-5531-00	Mileage	1,500.00	1,500.00	46.73	671.94	828.06	44.80 %
ExpCategory: 55 - OTHER CHARGES Total:		89,075.00	89,075.00	2,966.16	28,822.84	60,252.16	32.36 %
Department: 180 - Economic Development Total:		388,710.00	398,710.00	33,831.08	306,952.19	91,757.81	76.99 %
Department: 185 - Communications							
ExpCategory: 53 - SUPPLIES							
100-185-5311-00	Supplies	500.00	500.00	259.49	321.99	178.01	64.40 %
100-185-5316-00	Minor Tools & Equipment	5,000.00	5,000.00	2,730.37	4,166.69	833.31	83.33 %
ExpCategory: 53 - SUPPLIES Total:		5,500.00	5,500.00	2,989.86	4,488.68	1,011.32	81.61 %
ExpCategory: 55 - OTHER CHARGES							
100-185-5527-00	Dues & Memberships	500.00	500.00	0.00	85.00	415.00	17.00 %
100-185-5527-02	Annual Subscription Services	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
100-185-5528-00	Travel & Training	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-185-5530-00	Technology Maintenance	28,000.00	28,000.00	2,400.00	16,184.34	11,815.66	57.80 %
100-185-5540-02	Software Maintenance	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		38,700.00	38,700.00	2,400.00	16,269.34	22,430.66	42.04 %
Department: 185 - Communications Total:		44,200.00	44,200.00	5,389.86	20,758.02	23,441.98	46.96 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 210 - Police Dept							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-210-5210-00</u>	Salaries	1,736,701.00	1,736,701.00	220,305.17	1,705,133.84	31,567.16	98.18 %
<u>100-210-5210-02</u>	Overtime	20,590.00	20,590.00	4,450.55	18,467.38	2,122.62	89.69 %
<u>100-210-5210-03</u>	Auto Allowance	2,400.00	2,400.00	303.27	2,426.17	-26.17	101.09 %
<u>100-210-5210-05</u>	Holiday Worked - Wage	98,064.00	98,064.00	0.00	36,336.66	61,727.34	37.05 %
<u>100-210-5210-06</u>	Overtime - Grant Funded	5,000.00	5,000.00	590.16	590.16	4,409.84	11.80 %
<u>100-210-5210-07</u>	TXDOT Step Grant	0.00	0.00	925.94	3,632.32	-3,632.32	0.00 %
<u>100-210-5230-00</u>	Payroll Tax Expense	141,003.00	141,003.00	16,780.70	134,963.34	6,039.66	95.72 %
<u>100-210-5235-00</u>	Employee Health Benefits	234,716.00	234,716.00	38,383.20	230,181.65	4,534.35	98.07 %
<u>100-210-5238-00</u>	Retirement Contribution	127,737.00	127,737.00	17,740.91	143,938.74	-16,201.74	112.68 %
<u>100-210-5239-00</u>	Workers Compensation	44,104.00	44,104.00	0.00	47,517.00	-3,413.00	107.74 %
ExpCategory: 52 - PERSONNEL COSTS Total:		2,410,315.00	2,410,315.00	299,479.90	2,323,187.26	87,127.74	96.39 %
ExpCategory: 53 - SUPPLIES							
<u>100-210-5311-00</u>	Supplies	4,200.00	4,200.00	380.75	2,738.87	1,461.13	65.21 %
<u>100-210-5311-05</u>	Supplies - Police Duty	29,100.00	29,100.00	9,277.75	24,724.62	4,375.38	84.96 %
<u>100-210-5314-00</u>	Publications/Ref Material	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>100-210-5316-00</u>	Minor Tools & Equipment	118,600.00	118,600.00	5,592.65	108,897.40	9,702.60	91.82 %
<u>100-210-5317-00</u>	Commemoratives	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>100-210-5326-00</u>	Uniforms/Shirts	26,000.00	26,000.00	2,605.83	26,111.97	-111.97	100.43 %
<u>100-210-5363-00</u>	Fuel/Oil Expense	58,885.00	58,885.00	3,786.12	43,002.13	15,882.87	73.03 %
<u>100-210-5363-01</u>	Auto Repair/Maintenance	50,000.00	50,000.00	1,837.09	28,782.08	21,217.92	57.56 %
<u>100-210-5364-00</u>	Investigations	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
<u>100-210-5380-00</u>	Public Relations	1,200.00	1,200.00	185.00	425.53	774.47	35.46 %
ExpCategory: 53 - SUPPLIES Total:		294,985.00	294,985.00	23,665.19	234,682.60	60,302.40	79.56 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-210-5411-10</u>	Prof. Services - Consulting	0.00	0.00	0.00	6,700.00	-6,700.00	0.00 %
<u>100-210-5421-01</u>	Insurance General Liability	12,000.00	12,000.00	0.00	13,847.40	-1,847.40	115.40 %
<u>100-210-5421-02</u>	Insurance - Auto Liability	15,000.00	15,000.00	0.00	16,046.00	-1,046.00	106.97 %
<u>100-210-5430-00</u>	Telecommunications-Web	3,700.00	3,700.00	0.00	0.00	3,700.00	0.00 %
<u>100-210-5434-00</u>	Telecommunications	18,700.00	18,700.00	3,220.64	16,440.31	2,259.69	87.92 %
<u>100-210-5467-00</u>	Testing & Support Services	5,000.00	5,000.00	0.00	3,696.29	1,303.71	73.93 %
<u>100-210-5469-01</u>	Equipment Rental	13,000.00	13,000.00	1,761.41	14,290.59	-1,290.59	109.93 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		67,400.00	67,400.00	4,982.05	71,020.59	-3,620.59	105.37 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-210-5520-00</u>	Printing	1,500.00	1,500.00	0.00	1,040.24	459.76	69.35 %
<u>100-210-5527-00</u>	Dues & Memberships	2,300.00	2,300.00	0.00	873.10	1,426.90	37.96 %
<u>100-210-5528-00</u>	Travel & Training	18,000.00	18,000.00	1,526.50	11,514.20	6,485.80	63.97 %
<u>100-210-5530-00</u>	Technology Maintenance	42,438.00	42,438.00	239.00	40,586.99	1,851.01	95.64 %
<u>100-210-5531-01</u>	Tuition Assistance Program	6,000.00	6,000.00	0.00	182.50	5,817.50	3.04 %
<u>100-210-5599-00</u>	Vehicle Replacement Fee	95,831.00	95,831.00	7,895.92	78,959.20	16,871.80	82.39 %
ExpCategory: 55 - OTHER CHARGES Total:		166,069.00	166,069.00	9,661.42	133,156.23	32,912.77	80.18 %
ExpCategory: 56 - CAPITAL OUTLAY							
<u>100-210-5600-00</u>	Capital Outlay-Equipment	39,800.00	39,800.00	0.00	33,960.00	5,840.00	85.33 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		39,800.00	39,800.00	0.00	33,960.00	5,840.00	85.33 %
Department: 210 - Police Dept Total:		2,978,569.00	2,978,569.00	337,788.56	2,796,006.68	182,562.32	93.87 %
Department: 230 - Emergency Management							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-230-5210-02</u>	Overtime	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
<u>100-230-5230-00</u>	Payroll Tax Expense	421.00	421.00	0.00	0.00	421.00	0.00 %
<u>100-230-5238-00</u>	Retirement Contribution	409.00	409.00	0.00	0.00	409.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		6,330.00	6,330.00	0.00	0.00	6,330.00	0.00 %
ExpCategory: 53 - SUPPLIES							
<u>100-230-5311-00</u>	Supplies	4,500.00	4,500.00	531.53	708.76	3,791.24	15.75 %
<u>100-230-5311-01</u>	Occupation Supplies	3,500.00	3,500.00	2,223.93	2,323.08	1,176.92	66.37 %
<u>100-230-5314-00</u>	Publications/Ref Material	500.00	500.00	0.00	0.00	500.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-230-5316-00</u>	Minor Tools & Equipment	9,700.00	9,700.00	761.96	8,024.30	1,675.70	82.72 %
<u>100-230-5317-00</u>	Commemoratives	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
<u>100-230-5363-00</u>	Fuel/Oil Expense	5,000.00	5,000.00	0.00	1,766.84	3,233.16	35.34 %
<u>100-230-5363-01</u>	Auto Repair/Maintenance	5,000.00	5,000.00	1,483.06	1,483.06	3,516.94	29.66 %
<u>100-230-5381-00</u>	Meeting Expenses	2,700.00	2,700.00	0.00	0.00	2,700.00	0.00 %
	ExpCategory: 53 - SUPPLIES Total:	32,100.00	32,100.00	5,000.48	14,306.04	17,793.96	44.57 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
<u>100-230-5411-13</u>	Prof. Services I.T.	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>100-230-5434-00</u>	Telecommunications	2,000.00	2,000.00	75.98	567.14	1,432.86	28.36 %
<u>100-230-5469-01</u>	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	3,500.00	3,500.00	75.98	567.14	2,932.86	16.20 %
	ExpCategory: 55 - OTHER CHARGES						
<u>100-230-5500-01</u>	COVID-19	0.00	0.00	-117,761.63	29,518.14	-29,518.14	0.00 %
<u>100-230-5520-00</u>	Printing	300.00	300.00	0.00	0.00	300.00	0.00 %
<u>100-230-5527-00</u>	Dues & Memberships	450.00	450.00	0.00	0.00	450.00	0.00 %
<u>100-230-5528-00</u>	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	-117,761.63	29,518.14	-26,768.14	1,073.39 %
	Department: 230 - Emergency Management Total:	44,680.00	44,680.00	-112,685.17	44,391.32	288.68	99.35 %
	Department: 250 - Code Enforcement						
	ExpCategory: 52 - PERSONNEL COSTS						
<u>100-250-5210-00</u>	Salaries & Wages	0.00	0.00	5,941.90	48,535.35	-48,535.35	0.00 %
<u>100-250-5210-01</u>	Wages	47,019.00	47,019.00	0.00	0.00	47,019.00	0.00 %
<u>100-250-5210-02</u>	Overtime	5,000.00	5,000.00	0.00	288.21	4,711.79	5.76 %
<u>100-250-5230-00</u>	Payroll Tax Expense	3,597.00	3,597.00	454.54	3,867.97	-270.97	107.53 %
<u>100-250-5235-00</u>	Employee Health Benefits	8,857.00	8,857.00	1,533.14	9,860.57	-1,003.57	111.33 %
<u>100-250-5238-00</u>	Retirement Contribution	3,458.00	3,458.00	465.26	3,990.28	-532.28	115.39 %
<u>100-250-5239-00</u>	Workers' Compensation	263.00	263.00	0.00	263.00	0.00	100.00 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	68,194.00	68,194.00	8,394.84	66,805.38	1,388.62	97.96 %
	ExpCategory: 53 - SUPPLIES						
<u>100-250-5311-00</u>	Supplies	200.00	200.00	0.00	3.59	196.41	1.80 %
<u>100-250-5314-00</u>	Publications/Ref Material	300.00	300.00	300.00	300.00	0.00	100.00 %
<u>100-250-5316-00</u>	Minor Tools & Equipment	7,100.00	7,100.00	1,681.84	7,530.70	-430.70	106.07 %
<u>100-250-5326-00</u>	Uniforms/Shirts	350.00	350.00	0.00	0.00	350.00	0.00 %
<u>100-250-5363-00</u>	Fuel/Oil Expense	3,400.00	3,400.00	104.36	1,274.20	2,125.80	37.48 %
<u>100-250-5363-01</u>	Auto Repair/Maintenance	3,840.00	3,840.00	69.99	781.00	3,059.00	20.34 %
	ExpCategory: 53 - SUPPLIES Total:	15,190.00	15,190.00	2,156.19	9,889.49	5,300.51	65.11 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
<u>100-250-5434-00</u>	Telecommunications	1,200.00	1,200.00	100.62	544.60	655.40	45.38 %
<u>100-250-5461-00</u>	Pro Serv.- Demo-/Prop Upkeep	5,500.00	5,500.00	0.00	250.00	5,250.00	4.55 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	6,700.00	6,700.00	100.62	794.60	5,905.40	11.86 %
	ExpCategory: 55 - OTHER CHARGES						
<u>100-250-5527-00</u>	Dues & Memberships	200.00	200.00	0.00	0.00	200.00	0.00 %
<u>100-250-5528-00</u>	Travel & Training	2,000.00	2,000.00	0.00	320.00	1,680.00	16.00 %
<u>100-250-5530-00</u>	Technology Maintenance	440.00	440.00	0.00	0.00	440.00	0.00 %
<u>100-250-5599-00</u>	Vehicle Replacement Fee	3,125.00	3,125.00	260.42	3,125.04	-0.04	100.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	5,765.00	5,765.00	260.42	3,445.04	2,319.96	59.76 %
	Department: 250 - Code Enforcement Total:	95,849.00	95,849.00	10,912.07	80,934.51	14,914.49	84.44 %
	Department: 400 - Planning Services						
	ExpCategory: 52 - PERSONNEL COSTS						
<u>100-400-5239-00</u>	Workers Compensation	0.00	0.00	0.00	554.00	-554.00	0.00 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	0.00	0.00	0.00	554.00	-554.00	0.00 %
	ExpCategory: 53 - SUPPLIES						
<u>100-400-5311-00</u>	Supplies	3,500.00	3,500.00	1,199.00	2,490.63	1,009.37	71.16 %
<u>100-400-5314-00</u>	Publications/Ref Material	1,200.00	1,200.00	103.28	184.68	1,015.32	15.39 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-400-5316-00</u>	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	1,302.28	2,675.31	4,524.69	37.16 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
<u>100-400-5411-10</u>	Prof. Services - Consulting	140,000.00	140,000.00	2,820.00	204,732.95	-64,732.95	146.24 %
<u>100-400-5411-11</u>	Prof. Services - Engineering	0.00	0.00	0.00	6,000.00	-6,000.00	0.00 %
<u>100-400-5434-00</u>	Telecommunications	1,000.00	1,000.00	100.62	670.93	329.07	67.09 %
<u>100-400-5469-01</u>	Equipment Rental	1,000.00	1,000.00	0.00	507.77	492.23	50.78 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	142,000.00	142,000.00	2,920.62	211,911.65	-69,911.65	149.23 %
	ExpCategory: 55 - OTHER CHARGES						
<u>100-400-5527-00</u>	Dues & Memberships	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
<u>100-400-5528-00</u>	Travel & Training	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
<u>100-400-5540-02</u>	Software Maintenance	0.00	0.00	0.00	455.00	-455.00	0.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	11,500.00	11,500.00	0.00	455.00	11,045.00	3.96 %
	Department: 400 - Planning Services Total:	160,700.00	160,700.00	4,222.90	215,595.96	-54,895.96	134.16 %
	Department: 450 - Development Services						
	ExpCategory: 52 - PERSONNEL COSTS						
<u>100-450-5210-00</u>	Salaries	597,851.00	597,851.00	77,031.32	611,204.70	-13,353.70	102.23 %
<u>100-450-5210-02</u>	Overtime	5,500.00	5,500.00	13.38	66.92	5,433.08	1.22 %
<u>100-450-5210-03</u>	Auto Allowance	4,800.00	4,800.00	606.61	4,852.87	-52.87	101.10 %
<u>100-450-5230-00</u>	Payroll Tax Expense	45,736.00	45,736.00	5,932.86	48,520.85	-2,784.85	106.09 %
<u>100-450-5235-00</u>	Employee Health Benefits	88,572.00	88,572.00	15,380.62	99,137.30	-10,565.30	111.93 %
<u>100-450-5238-00</u>	Retirement Contribution	43,973.00	43,973.00	6,080.11	50,359.49	-6,386.49	114.52 %
<u>100-450-5239-00</u>	Workers Compensation	3,325.00	3,325.00	0.00	3,048.00	277.00	91.67 %
	ExpCategory: 52 - PERSONNEL COSTS Total:	789,757.00	789,757.00	105,044.90	817,190.13	-27,433.13	103.47 %
	ExpCategory: 53 - SUPPLIES						
<u>100-450-5311-00</u>	Supplies	6,000.00	6,000.00	662.85	4,128.73	1,871.27	68.81 %
<u>100-450-5314-00</u>	Publications/Ref Material	1,500.00	1,500.00	0.00	503.00	997.00	33.53 %
<u>100-450-5316-00</u>	Minor Tools & Equipment	5,500.00	5,500.00	211.40	1,574.30	3,925.70	28.62 %
<u>100-450-5316-02</u>	Minor Equipment - Technology City	103,000.00	103,000.00	2,556.75	23,455.76	79,544.24	22.77 %
<u>100-450-5326-00</u>	Uniforms/Shirts	5,000.00	5,000.00	0.00	2,401.82	2,598.18	48.04 %
<u>100-450-5363-00</u>	Fuel/Oil Expense	9,500.00	9,500.00	499.39	4,839.77	4,660.23	50.94 %
<u>100-450-5363-01</u>	Auto Repair/Maintenance	7,500.00	7,500.00	1,989.54	4,611.32	2,888.68	61.48 %
<u>100-450-5380-00</u>	Public Relations	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
	ExpCategory: 53 - SUPPLIES Total:	139,500.00	139,500.00	5,919.93	41,514.70	97,985.30	29.76 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
<u>100-450-5411-10</u>	Prof. Services - Consulting	25,000.00	25,000.00	4,793.28	27,489.53	-2,489.53	109.96 %
<u>100-450-5411-11</u>	Prof. Services - Engineering	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
<u>100-450-5411-12</u>	Prof. Serv-Infrastructure Insp	250,000.00	250,000.00	98,477.00	156,536.96	93,463.04	62.61 %
<u>100-450-5411-13</u>	Professional Services - I.T. - Citywid	60,000.00	60,000.00	12,346.42	100,770.29	-40,770.29	167.95 %
<u>100-450-5430-00</u>	Telecommunications Web - Citywid	7,500.00	7,500.00	5,714.08	5,732.25	1,767.75	76.43 %
<u>100-450-5434-00</u>	Telecommunications	7,500.00	7,500.00	5,621.09	16,349.40	-8,849.40	217.99 %
<u>100-450-5434-01</u>	Telecommunications - Citywide	45,000.00	45,000.00	0.00	48,087.06	-3,087.06	106.86 %
<u>100-450-5469-01</u>	Equipment Rental	6,000.00	6,000.00	687.36	7,386.69	-1,386.69	123.11 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	402,500.00	402,500.00	127,639.23	362,352.18	40,147.82	90.03 %
	ExpCategory: 55 - OTHER CHARGES						
<u>100-450-5520-00</u>	Printing	6,000.00	6,000.00	1,361.26	3,806.92	2,193.08	63.45 %
<u>100-450-5527-00</u>	Dues & Memberships	1,500.00	1,500.00	0.00	787.00	713.00	52.47 %
<u>100-450-5528-00</u>	Travel & Training	11,500.00	11,500.00	4,282.60	7,851.72	3,648.28	68.28 %
<u>100-450-5540-01</u>	Software Maintenance - Citywide	50,000.00	50,000.00	3,300.00	2,381.84	47,618.16	4.76 %
<u>100-450-5540-02</u>	Software Maintenance	10,000.00	10,000.00	5,092.04	22,963.09	-12,963.09	229.63 %
<u>100-450-5599-00</u>	Vehicle Replacement Fee	9,750.00	9,750.00	812.50	9,750.00	0.00	100.00 %
	ExpCategory: 55 - OTHER CHARGES Total:	88,750.00	88,750.00	14,848.40	47,540.57	41,209.43	53.57 %
	Department: 450 - Development Services Total:	1,420,507.00	1,420,507.00	253,452.46	1,268,597.58	151,909.42	89.31 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 490 - General Facilities							
ExpCategory: 53 - SUPPLIES							
<u>100-490-5311-00</u>	Supplies	10,000.00	10,000.00	2,878.31	8,844.32	1,155.68	88.44 %
<u>100-490-5316-00</u>	Minor Tools & Equipment	20,000.00	20,000.00	0.00	3,833.81	16,166.19	19.17 %
ExpCategory: 53 - SUPPLIES Total:		30,000.00	30,000.00	2,878.31	12,678.13	17,321.87	42.26 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-490-5420-00</u>	Comm Center Supervisor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
<u>100-490-5422-00</u>	Facilities Cleaning	45,000.00	45,000.00	7,380.14	32,196.97	12,803.03	71.55 %
<u>100-490-5431-00</u>	Electricity	25,000.00	25,000.00	4,409.82	22,244.41	2,755.59	88.98 %
<u>100-490-5435-00</u>	Pest Control Services	2,250.00	2,250.00	187.50	3,169.50	-919.50	140.87 %
<u>100-490-5451-00</u>	Security Systems	9,500.00	9,500.00	373.46	4,957.64	4,542.36	52.19 %
<u>100-490-5469-02</u>	Facility Rental	100,380.00	117,880.00	12,748.00	121,479.00	-3,599.00	103.05 %
<u>100-490-5472-00</u>	Contract Services	25,000.00	25,000.00	1,366.52	9,230.13	15,769.87	36.92 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		212,130.00	229,630.00	26,465.44	193,277.65	36,352.35	84.17 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-490-5570-01</u>	Facilities Maintenance	50,000.00	50,000.00	189.65	30,611.09	19,388.91	61.22 %
<u>100-490-5570-02</u>	Facility Improvements	0.00	0.00	72,144.51	122,696.02	-122,696.02	0.00 %
<u>100-490-5571-00</u>	Landscape Maintenance	50,000.00	50,000.00	378.00	5,699.00	44,301.00	11.40 %
ExpCategory: 55 - OTHER CHARGES Total:		100,000.00	100,000.00	72,712.16	159,006.11	-59,006.11	159.01 %
Department: 490 - General Facilities Total:		342,130.00	359,630.00	102,055.91	364,961.89	-5,331.89	101.48 %
Department: 510 - Public Works & Maint							
ExpCategory: 52 - PERSONNEL COSTS							
<u>100-510-5210-00</u>	Salaries	245,538.00	264,569.00	33,109.32	275,457.75	-10,888.75	104.12 %
<u>100-510-5210-02</u>	Overtime	5,500.00	5,500.00	359.24	5,583.72	-83.72	101.52 %
<u>100-510-5210-03</u>	Auto Allowance	5,400.00	6,600.00	682.44	5,459.54	1,140.46	82.72 %
<u>100-510-5230-00</u>	Payroll Tax Expense	18,784.00	20,240.00	2,558.62	22,138.19	-1,898.19	109.38 %
<u>100-510-5235-00</u>	Employee Health Benefits	35,429.00	37,976.00	6,156.40	43,609.10	-5,633.10	114.83 %
<u>100-510-5238-00</u>	Retirement Contribution	18,060.00	19,550.00	2,674.06	23,510.31	-3,960.31	120.26 %
<u>100-510-5239-00</u>	Workers Compensation	4,847.00	4,893.00	0.00	5,236.00	-343.00	107.01 %
ExpCategory: 52 - PERSONNEL COSTS Total:		333,558.00	359,328.00	45,540.08	380,994.61	-21,666.61	106.03 %
ExpCategory: 53 - SUPPLIES							
<u>100-510-5311-00</u>	Supplies	2,000.00	2,200.00	97.33	2,422.49	-222.49	110.11 %
<u>100-510-5314-00</u>	Publications/Ref Material	250.00	250.00	0.00	0.00	250.00	0.00 %
<u>100-510-5316-00</u>	Minor Tools & Equipment	5,000.00	9,500.00	2,126.19	3,837.92	5,662.08	40.40 %
<u>100-510-5326-00</u>	Uniforms/Shirts	1,800.00	2,200.00	1,672.23	2,821.34	-621.34	128.24 %
<u>100-510-5363-00</u>	Fuel/Oil Expense	10,000.00	10,000.00	849.63	8,740.31	1,259.69	87.40 %
<u>100-510-5363-01</u>	Auto Repair/Maintenance	12,000.00	12,000.00	1,242.79	12,301.46	-301.46	102.51 %
ExpCategory: 53 - SUPPLIES Total:		31,050.00	36,150.00	5,988.17	30,123.52	6,026.48	83.33 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
<u>100-510-5411-10</u>	Prof. Services - Consulting	20,000.00	20,000.00	0.00	1,357.50	18,642.50	6.79 %
<u>100-510-5412-10</u>	Prof Services - Engineering	100,000.00	100,000.00	47,744.72	77,744.72	22,255.28	77.74 %
<u>100-510-5434-00</u>	Telecommunications	4,200.00	4,200.00	878.08	4,009.84	190.16	95.47 %
<u>100-510-5469-01</u>	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		129,200.00	129,200.00	48,622.80	83,112.06	46,087.94	64.33 %
ExpCategory: 55 - OTHER CHARGES							
<u>100-510-5527-00</u>	Dues & Memberships	1,500.00	1,500.00	0.00	1,280.00	220.00	85.33 %
<u>100-510-5528-00</u>	Travel & Training	10,000.00	11,500.00	447.00	2,485.59	9,014.41	21.61 %
<u>100-510-5599-00</u>	Vehicle Replacement Fee	45,292.00	45,292.00	3,774.33	45,291.96	0.04	100.00 %
ExpCategory: 55 - OTHER CHARGES Total:		56,792.00	58,292.00	4,221.33	49,057.55	9,234.45	84.16 %
Department: 510 - Public Works & Maint Total:		550,600.00	582,970.00	104,372.38	543,287.74	39,682.26	93.19 %
Department: 520 - Streets							
ExpCategory: 53 - SUPPLIES							
<u>100-520-5311-00</u>	Supplies	10,000.00	10,000.00	331.53	4,657.46	5,342.54	46.57 %
<u>100-520-5311-02</u>	Supplies - Signage	10,000.00	10,000.00	5,664.75	9,221.68	778.32	92.22 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>100-520-5350-00</u>	Street Maintenance	25,000.00	25,000.00	1,588.80	13,832.64	11,167.36	55.33 %
	ExpCategory: 53 - SUPPLIES Total:	45,000.00	45,000.00	7,585.08	27,711.78	17,288.22	61.58 %
	ExpCategory: 54 - CONTRACTUAL SERVICES						
<u>100-520-5411-10</u>	Prof. Services - Consulting	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>100-520-5432-00</u>	Electricity - Street Lights	270,000.00	270,000.00	57,420.26	386,559.83	-116,559.83	143.17 %
<u>100-520-5472-01</u>	Contract Services - Streets	35,000.00	35,000.00	19,200.00	31,581.71	3,418.29	90.23 %
<u>100-520-5472-02</u>	Contract Services - Markings	15,000.00	15,000.00	832.00	8,915.07	6,084.93	59.43 %
<u>100-520-5472-03</u>	Contract Services - Mowing	67,000.00	67,000.00	31,406.30	31,406.30	35,593.70	46.88 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	389,500.00	389,500.00	108,858.56	458,462.91	-68,962.91	117.71 %
	ExpCategory: 56 - CAPITAL OUTLAY						
<u>100-520-5600-00</u>	Capital Outlay - Equipment	15,000.00	15,000.00	4,601.15	4,601.15	10,398.85	30.67 %
	ExpCategory: 56 - CAPITAL OUTLAY Total:	15,000.00	15,000.00	4,601.15	4,601.15	10,398.85	30.67 %
	Department: 520 - Streets Total:	449,500.00	449,500.00	121,044.79	490,775.84	-41,275.84	109.18 %
	Department: 900 - Transfers						
	ExpCategory: 59 - TRANSFERS						
<u>100-900-5900-30</u>	Xfer Out - Cap Proj Fd 300	3,705,000.00	3,705,000.00	3,334,500.00	3,705,000.00	0.00	100.00 %
	ExpCategory: 59 - TRANSFERS Total:	3,705,000.00	3,705,000.00	3,334,500.00	3,705,000.00	0.00	100.00 %
	Department: 900 - Transfers Total:	3,705,000.00	3,705,000.00	3,334,500.00	3,705,000.00	0.00	100.00 %
	Expense Total:	13,960,697.00	14,298,915.00	4,881,604.48	13,781,308.97	517,606.03	96.38 %
	Fund: 100 - GENERAL FUND Surplus (Deficit):	-2,010,164.00	-2,338,382.00	-3,949,642.21	-1,587,598.22	750,783.78	67.89 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 500 - FULSHEAR UTILITY FUND						
Revenue						
Type: 41 - TAX & FRANCHISE FEES						
500-41507	Credit Card Fees	0.00	0.00	6,641.89	7,841.53	7,841.53 0.00 %
Type: 41 - TAX & FRANCHISE FEES Total:		0.00	0.00	6,641.89	7,841.53	7,841.53 0.00 %
Type: 44 - SERVICE REVENUE						
500-44102	Residential Water	1,040,000.00	720,115.00	327,035.29	1,147,044.33	426,929.33 159.29 %
500-44103	Commercial Water	300,000.00	290,836.00	76,711.85	379,159.58	88,323.58 130.37 %
500-44104	Builder Water	135,000.00	50,794.00	0.00	14,460.95	-36,333.05 28.47 %
500-44105	Irrigation Water	33,000.00	1,056.00	105,224.45	263,046.50	261,990.50 14,909.71 %
500-44106	Residential Sewer	800,000.00	720,115.00	313,092.41	1,168,701.73	448,586.73 162.29 %
500-44107	Commercial Sewer	117,000.00	290,836.00	61,766.05	287,545.15	-3,290.85 98.87 %
500-44300	Water & Sewer Taps	1,315,000.00	1,315,000.00	287,735.65	1,608,166.19	293,166.19 122.29 %
500-44310	Builder Backcharges	20,000.00	20,000.00	0.00	23,645.53	3,645.53 118.23 %
500-44311	Water/Sewer Infrastructure	150,000.00	150,000.00	0.00	0.00	-150,000.00 0.00 %
500-44500	Penalties	100,000.00	100,000.00	18,795.13	125,597.13	25,597.13 125.60 %
500-44600	NFBWA Pumpage Fees	1,580,000.00	1,580,000.00	721,572.87	2,796,037.74	1,216,037.74 176.96 %
500-44700	Cap. Recovery Fee	0.00	0.00	294,631.00	299,751.00	299,751.00 0.00 %
Type: 44 - SERVICE REVENUE Total:		5,590,000.00	5,238,752.00	2,206,564.70	8,113,155.83	2,874,403.83 154.87 %
Type: 46 - INTEREST REVENUE						
500-46000	Interest Revenue	117,000.00	117,000.00	553.91	30,975.95	-86,024.05 26.48 %
Type: 46 - INTEREST REVENUE Total:		117,000.00	117,000.00	553.91	30,975.95	-86,024.05 26.48 %
Type: 47 - OTHER REVENUE						
500-47150	Sale of Assets	0.00	0.00	0.00	2,500.00	2,500.00 0.00 %
500-47200	Miscellaneous Revenue	25,000.00	25,000.00	29,334.81	125,162.88	100,162.88 500.65 %
Type: 47 - OTHER REVENUE Total:		25,000.00	25,000.00	29,334.81	127,662.88	102,662.88 510.65 %
Revenue Total:		5,732,000.00	5,380,752.00	2,243,095.31	8,279,636.19	2,898,884.19 153.88 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 000 - Non-Departmental							
ExpCategory: 52 - PERSONNEL COSTS							
500-000-5210-00	Salaries	165,837.00	165,837.00	19,643.93	84,765.43	81,071.57	51.11 %
500-000-5210-02	Overtime	0.00	0.00	311.36	475.58	-475.58	0.00 %
500-000-5230-00	Payroll Expense	12,993.00	12,993.00	1,501.57	6,401.83	6,591.17	49.27 %
500-000-5235-00	Employee Health Benefits	26,571.00	26,571.00	4,509.58	13,566.75	13,004.25	51.06 %
500-000-5238-00	Retirement Contribution	12,491.00	12,491.00	1,562.51	6,671.98	5,819.02	53.41 %
500-000-5239-00	Worker's Compensation	5,526.00	5,526.00	0.00	0.00	5,526.00	0.00 %
ExpCategory: 52 - PERSONNEL COSTS Total:		223,418.00	223,418.00	27,528.95	111,881.57	111,536.43	50.08 %
ExpCategory: 53 - SUPPLIES							
500-000-5311-00	Supplies	5,500.00	5,500.00	338.54	5,896.94	-396.94	107.22 %
500-000-5324-00	Chemicals	25,900.00	25,900.00	27,051.44	88,905.62	-63,005.62	343.26 %
500-000-5326-00	Uniforms	0.00	0.00	147.94	147.94	-147.94	0.00 %
500-000-5354-00	Telecommunications	0.00	0.00	476.04	476.04	-476.04	0.00 %
500-000-5381-01	Miscellaneous	3,500.00	3,500.00	182.84	2,338.14	1,161.86	66.80 %
ExpCategory: 53 - SUPPLIES Total:		34,900.00	34,900.00	28,196.80	97,764.68	-62,864.68	280.13 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
500-000-5411-00	Prof. Services - Legal	5,000.00	5,000.00	0.00	6,565.45	-1,565.45	131.31 %
500-000-5411-10	Prof. Service-Comp Planning	110,000.00	110,000.00	7,699.12	36,859.57	73,140.43	33.51 %
500-000-5411-11	Prof. Services-Engineering	40,000.00	40,000.00	27,795.56	39,118.80	881.20	97.80 %
500-000-5421-00	Ins Real & Personal Prop	35,000.00	35,000.00	0.00	30,000.00	5,000.00	85.71 %
500-000-5421-01	General Liability	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500-000-5421-04	Errors & Omissions	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00 %
500-000-5425-00	Merchant Service Fees	0.00	0.00	8,161.39	23,666.18	-23,666.18	0.00 %
500-000-5431-01	Electricity- Water Plant	191,000.00	191,000.00	34,207.84	185,640.94	5,359.06	97.19 %
500-000-5431-02	Electricity- Lift Station	30,000.00	30,000.00	5,760.03	30,268.88	-268.88	100.90 %
500-000-5431-03	Electricity - Sewer Plant	138,000.00	138,000.00	21,432.16	121,499.32	16,500.68	88.04 %
500-000-5434-01	Telecom - Alarm Phones	9,000.00	9,000.00	1,207.85	6,395.24	2,604.76	71.06 %
500-000-5450-00	Sludge Hauling	90,000.00	90,000.00	31,245.37	163,420.02	-73,420.02	181.58 %
500-000-5463-01	Facilities Lease	172,140.00	172,140.00	14,345.00	172,140.00	0.00	100.00 %
500-000-5465-00	Water Pumpage Fees	1,580,000.00	1,580,000.00	954,963.20	2,905,432.90	-1,325,432.90	183.89 %
500-000-5466-00	Lab Testing	2,000.00	2,000.00	34,279.20	68,354.33	-66,354.33	3,417.72 %
500-000-5469-02	Facility Rental	0.00	17,500.00	0.00	0.00	17,500.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		2,404,940.00	2,422,440.00	1,141,096.72	3,789,361.63	-1,366,921.63	156.43 %
ExpCategory: 55 - OTHER CHARGES							
500-000-5510-01	Base - Contract W/S Operation	495,320.00	495,320.00	50,188.83	577,290.96	-81,970.96	116.55 %
500-000-5510-02	Admin Fees W/S Contract	350.00	350.00	131.16	2,380.33	-2,030.33	680.09 %
500-000-5510-04	Water System Maintenance	404,000.00	404,000.00	170,517.28	470,661.63	-66,661.63	116.50 %
500-000-5510-05	Lift Station Maintenance	50,000.00	50,000.00	23,758.39	136,539.95	-86,539.95	273.08 %
500-000-5510-06	Tapping Fees - W/S Contract	665,000.00	665,000.00	232,209.41	791,196.88	-126,196.88	118.98 %
500-000-5510-07	Sewer System Maintenance	93,750.00	93,750.00	57,731.24	192,485.48	-98,735.48	205.32 %
500-000-5512-00	Water Conservation Program	5,100.00	5,100.00	1,040.00	3,380.00	1,720.00	66.27 %
500-000-5515-02	Permits	26,750.00	26,750.00	0.00	26,541.80	208.20	99.22 %
500-000-5560-07	Incode Software Maintenance	15,180.00	15,180.00	0.00	0.00	15,180.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		1,755,450.00	1,755,450.00	535,576.31	2,200,477.03	-445,027.03	125.35 %
Department: 000 - Non-Departmental Total:		4,418,708.00	4,436,208.00	1,732,398.78	6,199,484.91	-1,763,276.91	139.75 %
Department: 900 - Transfers							
ExpCategory: 59 - TRANSFERS							
500-900-5900-10	Xfer Out - Gen Fund 100	1,034,359.00	1,034,359.00	0.00	1,034,359.00	0.00	100.00 %
500-900-5900-30	Xfer Out - Fund 300	43,750.00	43,750.00	7,291.67	43,750.00	0.00	100.00 %
500-900-5900-51	Xfer Out - COF Capital Project Fund	600,000.00	248,752.00	0.00	248,752.00	0.00	100.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>500-900-5900-55</u>						
Xfer Out - CCR Capital Project Fund	0.00	0.00	0.00	243,410.69	-243,410.69	0.00 %
ExpCategory: 59 - TRANSFERS Total:	1,678,109.00	1,326,861.00	7,291.67	1,570,271.69	-243,410.69	118.34 %
Department: 900 - Transfers Total:	1,678,109.00	1,326,861.00	7,291.67	1,570,271.69	-243,410.69	118.34 %
Expense Total:	6,096,817.00	5,763,069.00	1,739,690.45	7,769,756.60	-2,006,687.60	134.82 %
Fund: 500 - FULSHEAR UTILITY FUND Surplus (Deficit):	-364,817.00	-382,317.00	503,404.86	509,879.59	892,196.59	-133.37 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 551 - CCR Reserve						
Revenue						
Type: 46 - INTEREST REVENUE						
<u>551-46000</u>						
Interest Revenue	20,000.00	20,000.00	870.35	63,144.41	43,144.41	315.72 %
Type: 46 - INTEREST REVENUE Total:	20,000.00	20,000.00	870.35	63,144.41	43,144.41	315.72 %
Type: 49 - TRANSFERS						
<u>551-49550</u>						
Xfer In -COF Utility Fund 500	0.00	0.00	0.00	289,109.79	289,109.79	0.00 %
Type: 49 - TRANSFERS Total:	0.00	0.00	0.00	289,109.79	289,109.79	0.00 %
Revenue Total:	20,000.00	20,000.00	870.35	352,254.20	332,254.20	1,761.27 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 000 - Non-Departmental						
ExpCategory: 56 - CAPITAL OUTLAY						
<u>551-000-5650-00</u>	Capital Outlay - Improvements	0.00	0.00	0.00	19,039.92	-19,039.92 0.00 %
<u>551-000-5800-00</u>	Water Plant 1 Sys Reh/Upgrades	400,000.00	400,000.00	0.00	0.00	400,000.00 0.00 %
<u>551-000-5800-01</u>	WWTP Rehab	650,000.00	650,000.00	90,874.33	675,762.25	-25,762.25 103.96 %
<u>551-000-5800-02</u>	WWTP Mech. Sys Comp Upgrade	300,000.00	300,000.00	0.00	0.00	300,000.00 0.00 %
ExpCategory: 56 - CAPITAL OUTLAY Total:		1,350,000.00	1,350,000.00	90,874.33	694,802.17	655,197.83 51.47 %
Department: 000 - Non-Departmental Total:		1,350,000.00	1,350,000.00	90,874.33	694,802.17	655,197.83 51.47 %
Expense Total:		1,350,000.00	1,350,000.00	90,874.33	694,802.17	655,197.83 51.47 %
Fund: 551 - CCR Reserve Surplus (Deficit):		-1,330,000.00	-1,330,000.00	-90,003.98	-342,547.97	987,452.03 25.76 %
Report Surplus (Deficit):		-3,704,981.00	-4,050,699.00	-3,536,241.33	-1,420,266.60	2,630,432.40 35.06 %

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

AGENDA OF: 11/17/2020

ITEMS: VIII.G.

**DATE
SUBMITTED:** 11/8/2020

DEPARTMENT: Finance

PREPARED BY: Erin Tureau

PRESENTER: Erin Tureau

SUBJECT: CONSENT & POSSIBLE ACTION TO ACCEPT THE QUARTERLY INVESTMENT REPORT

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In accordance with the City of Fulshear's Investment Policy and the Texas Public Funds Investment Act the City's investments shall be reported on a quarterly basis. The attached report lists the investments located at the bank, local governmental investment pools, and Municipal and State Bonds. The Weighted Average Maturity is calculated to be 15 days which is within the policy of 360 days.

RECOMMENDATION

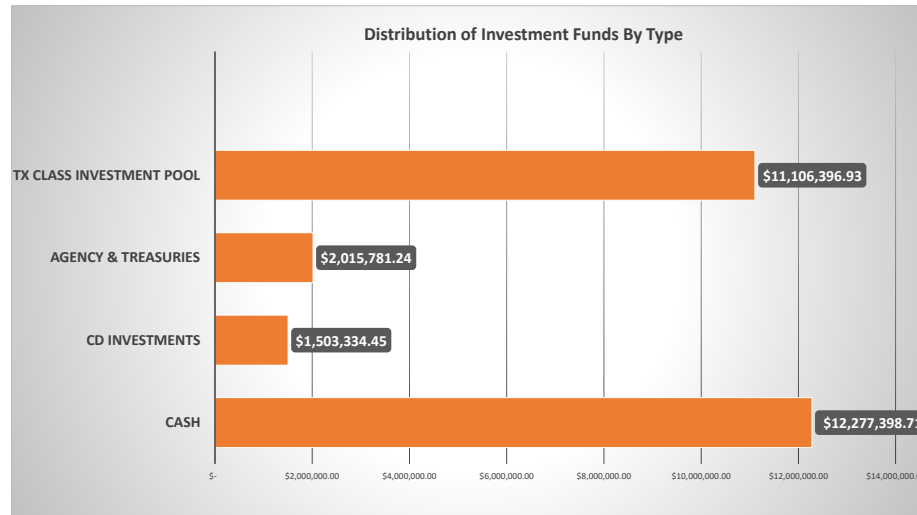
Staff recommends the City Council accept the Quarterly Investment report for the period ending September 30, 2020.

ATTACHMENTS:

Description	Upload Date	Type
Quarterly Investment Report 20-3	11/9/2020	Backup Material

City of Fulshear
Quarterly Investment Report
20-3

Account Type	Purchase Date	Maturity	Yield	Purchase	Beginning Book Value 07/01/20	Purchases/ Additions	Sales/ Reductions	Ending 9/30/20	Increases (Decreases)	Quarterly Interest	Market Value	Yield	Current Month Interest Earned
CASH ACCOUNTS													
Chase General Operating					\$ -	\$ 2,576,342.35	\$ (989,716.38)	\$ 1,586,188.13	\$ 1,586,625.97	\$ -	\$ 1,586,625.97	0.00%	\$ -
Chase CCR Reserve					\$ -	\$ 4,042,566.67	\$ -	\$ 4,042,566.67	\$ 4,042,566.67	\$ -	\$ 4,042,566.67	0.00%	\$ -
Wells Fargo General Operating		1 day	0.00%		\$ -	\$ 11,435,590.59	\$ (11,435,590.59)	\$ 0.00	\$ -	\$ -	\$ 0.00	0.00%	\$ -
Wells Fargo StageCoach Sweep			2.01%		\$ 4,685,534.36	\$ 5,471,485.42	\$ (3,508,813.71)	\$ 6,648,206.07	\$ 1,962,671.71	\$ 511.76	\$ 6,648,206.07	0.51%	\$ 100.55
CASH TOTALS					\$ 4,685,534.36	\$ 23,525,985.03	\$ (15,934,120.68)	\$ 12,276,960.87	\$ 7,591,864.35	\$ 511.76	\$ 12,277,398.71		\$ 100.55
INVESTMENTS - CD'S													
Dime Community Bank 25432JAE3	5/18/2018	8/28/2020	2.40%	\$ 250,000	\$ 250,000.00	\$ -	\$ (250,000.00)	\$ 0.00	\$ (250,000.00)	\$ 1,479.45	\$ 0.00	2.40%	\$ 1,479.45
Morgan Stanley 6269OUBK5	11/15/2018	11/16/2020	3.1%	\$ 250,000	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ 250,993.68	3.10%	\$ -
Wells Fargo Bank - 949763XP6	2/21/2019	2/16/2021	2.65%	\$ 250,000	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 1,669.86	\$ 252,441.95	2.65%	\$ 562.67
Goldman Sachs Bank USA 38149MLH4	12/13/2019	12/20/2021	1.75%	\$ 245,000	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	\$ -	\$ -	\$ 249,950.42	1.75%	\$ -
Morgan Stanley 61760A4H9	12/19/2019	12/20/2021	1.75%	\$ 245,000	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	\$ -	\$ -	\$ 249,950.42	1.75%	\$ -
Sallie Mae 7954505Y7	12/19/2019	12/20/2021	1.75%	\$ 245,000	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	\$ -	\$ -	\$ 249,950.42	1.75%	\$ -
Wells Fargo Bank 949495AK1	12/30/2019	12/30/2021	1.75%	\$ 245,000	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	\$ -	\$ 1,080.68	\$ 250,047.56	1.75%	\$ 364.14
CD'S TOTALS					\$ 1,480,000.00	\$ -	\$ -	\$ 1,480,000.00	\$ -	\$ 2,750.54	\$ 1,503,334.45		\$ 926.81
INVESTMENTS - BONDS													
Fannie Mae 3135GOT60	12/13/2019	7/30/2020	1.50%	\$ 2,000,000	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 0.00	0.00%	\$ -
United States Treasury Note	12/13/2019	1/31/2021	2.50%	\$ 2,000,000	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	\$ 50,000.00	\$ 50,000.00	\$ 2,015,781.24	2.50%	\$ -
BOND'S TOTALS					\$ 4,000,000.00	\$ -	\$ -	\$ 2,000,000.00	\$ 80,000.00	\$ 80,000.00	\$ 2,015,781.24		\$ -
TX CLASS INVESTMENT POOL													
TXClass General Fund		1 day	0.83%		\$ 15,135,235.84	\$ 13,171.00	\$ (4,042,566.67)	\$ 11,105,840.17	\$ (4,029,395.67)	\$ 13,160.87	\$ 11,105,840.17	1.25%	\$ 3,129.15
TXClass - Peg Restricted		1 day	0.83%		\$ 556.76	\$ -	\$ -	\$ 556.76	\$ -	\$ 0.46	\$ 556.76	1.25%	\$ 0.05
TX CLASS TOTALS					\$ 15,135,792.60	\$ 13,171.00	\$ (4,042,566.67)	\$ 11,106,396.93	\$ (4,029,395.67)	\$ 13,161.33	\$ 11,106,396.93		\$ 3,129.20
PORTFOLIO TOTALS													
					\$ 25,426,326.96	\$ 20,229,701.52	\$ (19,606,829.16)	\$ 26,863,357.80	\$ 622,872.36	\$ 96,423.63	\$ 24,088,315.01	1.59%	\$ 4,896.29



Portfolio as of July 1, 2020

Beginning Book Value	\$5,480,000
Beginning Market Value	\$5,663,948
Unrealized Gain/(Loss)	\$183,948
Weighted Average Maturity (days)	45.04

Portfolio as of June 30, 2020

Ending Book Value	\$3,480,000
Ending Market Value	\$3,519,116
Unrealized Gain/(Loss)	\$39,116
Weighted Average Maturity (days)	15.15
Investment Income for the period	\$96,424
Change in Unrealized Gain/(Loss)	-\$144,832
Average Yield to Maturity for period	1.59%

The investment portfolio detailed in this report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the investment policy of the City of Fulshear, Texas, the Investment Act of the State of Texas and with the Government code Chapter 2256.

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

AGENDA OF: 11/17/2020

ITEMS: IX.A.

**DATE
SUBMITTED:** 10/30/2020

DEPARTMENT: Economic Development

PREPARED BY: Angela Fritz

PRESENTER: Angela Fritz

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2020-492, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

The City of Fulshear Development Corporation (CDC) is scheduled to consider adoption of two specific projects for FY 21 at a joint meeting on November 16, 2020 including:

1. Expenditures for the continuation of broadband research and planning services to include creation of a Fulshear masterplan; and
2. Expenditures to reimbursement the City's for holiday decorating services.

The Corporation will hold public hearings on each project at the same meeting.

Because the City's population is under 20,000 and the proposed specific project expenditure is greater than \$10,000, the Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the projects after giving the resolution at least two separate readings before the EDC may spend any funds for same.

RECOMMENDATION

No action - first reading.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Resolution 2020-492	11/9/2020	Resolution Letter

RESOLUTION NO. 2020-492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC),
A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the CITY OF FULSHEAR DEVELOPMENT CORPORATION (the "Corporation") was created by the City pursuant to Chapter 504 of the Development Corporation Act, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City adopted Ordinance No. 2011-1046 on October 1, 2011, approving the participation of the Corporation in projects previously approved only for 4B development corporations under the auspices of HB 3302; and

WHEREAS, the Corporation adopted Resolution CDC 2020-09 on November 16, 2020, attached hereto as "Exhibit A," proposing a project of the Corporation being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$42,500; and

WHEREAS, the Corporation adopted Resolution CDC 2020-10 on November 16, 2020, attached hereto as "Exhibit B," proposing a project of the Corporation being expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$7,500; and

WHEREAS, the Corporation may not undertake such projects until the City adopts this Resolution after at least two separate readings;

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

Section 1. The City hereby authorizes the project proposed by Resolution CDC 2020-09 and the associated expenditure of funds, being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development.

Section 2. The City hereby authorizes the project proposed by Resolution CDC 2020-10 and the associated expenditure of funds, expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development.

PASSED AND APPROVED this 17TH DAY OF NOVEMBER, 2020.

Aaron Groff, Mayor
City of Fulshear, Texas

ATTEST:

Kim Kopecky, City Secretary
City of Fulshear, Texas

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

AGENDA OF: 11/17/2020

ITEMS: IX.B.

**DATE
SUBMITTED:** 10/30/2020

DEPARTMENT: Economic Development

PREPARED BY: Angela Fritz

PRESENTER: Angela Fritz

SUBJECT: CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2020-492, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

The City of Fulshear Development Corporation (CDC) is scheduled to consider adoption of two specific projects for FY 21 at a joint meeting on November 16, 2020 including:

1. Expenditures for the continuation of broadband research and planning services to include creation of a Fulshear masterplan; and
2. Expenditures to reimbursement the City's for holiday decorating services.

The Corporation will hold public hearings on each project at the same meeting.

Because the City's population is under 20,000 and the proposed specific project expenditure is greater than \$10,000, the Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the projects after giving the resolution at least two separate readings before the EDC may spend any funds for same.

RECOMMENDATION

Staff recommends adoption of Resolution No. 2020-492 authorizing the City of Fulshear Development Corporation's project and expenditures.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Resolution 2020-492	11/9/2020	Resolution Letter

RESOLUTION NO. 2020-492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC),
A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the CITY OF FULSHEAR DEVELOPMENT CORPORATION (the "Corporation") was created by the City pursuant to Chapter 504 of the Development Corporation Act, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City adopted Ordinance No. 2011-1046 on October 1, 2011, approving the participation of the Corporation in projects previously approved only for 4B development corporations under the auspices of HB 3302; and

WHEREAS, the Corporation adopted Resolution CDC 2020-09 on November 16, 2020, attached hereto as "Exhibit A," proposing a project of the Corporation being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$42,500; and

WHEREAS, the Corporation adopted Resolution CDC 2020-10 on November 16, 2020, attached hereto as "Exhibit B," proposing a project of the Corporation being expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$7,500; and

WHEREAS, the Corporation may not undertake such projects until the City adopts this Resolution after at least two separate readings;

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

Section 1. The City hereby authorizes the project proposed by Resolution CDC 2020-09 and the associated expenditure of funds, being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development.

Section 2. The City hereby authorizes the project proposed by Resolution CDC 2020-10 and the associated expenditure of funds, expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development.

PASSED AND APPROVED this 17TH DAY OF NOVEMBER, 2020.

Aaron Groff, Mayor
City of Fulshear, Texas

ATTEST:

Kim Kopecky, City Secretary
City of Fulshear, Texas

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

AGENDA OF: 11/17/2020

ITEMS: IX.C.

**DATE
SUBMITTED:** 10/30/2020

DEPARTMENT: Economic Development

PREPARED BY: Angela Fritz

PRESENTER: Angela Fritz

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2020-493, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

The Fulshear Development Corporation (FDC) is scheduled to consider adoption of two specific projects for FY 21 at a joint meeting on November 16, 2020 including:

1. Expenditures for the continuation of broadband research and planning services to include creation of a Fulshear masterplan; and
2. Expenditures to reimbursement the City's for holiday decorating services.

The Corporation will hold public hearings on each project at the same meeting.

Because the City's population is under 20,000 and the proposed specific project expenditure is greater than \$10,000, the Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the projects after giving the resolution at least two separate readings before the EDC may spend any funds for same.

RECOMMENDATION

No action - first reading.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Resolution 2020-493	11/9/2020	Resolution Letter

RESOLUTION NO. 2020-493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC),
A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the FULSHEAR DEVELOPMENT CORPORATION (the "Corporation") was created by the City pursuant to Chapter 505 of the Development Corporation Act, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the Corporation adopted Resolution FDC 2020-09 on November 16, 2020, attached hereto as "Exhibit A," proposing a project of the Corporation being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$42,500; and

WHEREAS, the Corporation adopted Resolution FDC 2020-10 on November 16, 2020, attached hereto as "Exhibit B," proposing a project of the Corporation being expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$7,500; and

WHEREAS, the Corporation may not undertake such projects until the City adopts this Resolution after at least two separate readings;

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

Section 1. The City hereby authorizes the project proposed by Resolution FDC 2020-09 and the associated expenditure of funds, being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development.

Section 2. The City hereby authorizes the project proposed by Resolution FDC 2020-10 and the associated expenditure of funds, expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development.

PASSED AND APPROVED this 17TH DAY OF NOVEMBER, 2020.

ATTEST:

Aaron Groff, Mayor
City of Fulshear, Texas

Kim Kopecky, City Secretary
City of Fulshear, Texas

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

AGENDA OF: 11/17/2020

ITEMS: IX.D.

**DATE
SUBMITTED:** 10/30/2020

DEPARTMENT: Economic Development

PREPARED BY: Angela Fritz

PRESENTER: Angela Fritz

SUBJECT: CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2020-493, A RESOLUTION OF THE CITY OF FULSHEAR AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

The City of Fulshear Development Corporation (CDC) is scheduled to consider adoption of two specific projects for FY 21 at a joint meeting on November 16, 2020 including:

1. Expenditures for the continuation of broadband research and planning services to include creation of a Fulshear masterplan; and
2. Expenditures to reimbursement the City's for holiday decorating services.

The Corporation will hold public hearings on each project at the same meeting.

Because the City's population is under 20,000 and the proposed specific project expenditure is greater than \$10,000, the Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the projects after giving the resolution at least two separate readings before the EDC may spend any funds for same.

RECOMMENDATION

Staff recommends adoption of Resolution No. 2020-493 authorizing the Fulshear Development Corporation's project and expenditures.

ATTACHMENTS:

Description	Upload Date	Type
DRAFT Resolution 2020-493	11/9/2020	Resolution Letter

RESOLUTION NO. 2020-493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS
AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC),
A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the FULSHEAR DEVELOPMENT CORPORATION (the "Corporation") was created by the City pursuant to Chapter 505 of the Development Corporation Act, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the Corporation adopted Resolution FDC 2020-09 on November 16, 2020, attached hereto as "Exhibit A," proposing a project of the Corporation being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$42,500; and

WHEREAS, the Corporation adopted Resolution FDC 2020-10 on November 16, 2020, attached hereto as "Exhibit B," proposing a project of the Corporation being expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development; and

WHEREAS, the estimated amount of expenditures for such project is \$7,500; and

WHEREAS, the Corporation may not undertake such projects until the City adopts this Resolution after at least two separate readings;

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

Section 1. The City hereby authorizes the project proposed by Resolution FDC 2020-09 and the associated expenditure of funds, being expenditures for broadband research and planning found by the Board of Directors to promote new or expanded business development.

Section 2. The City hereby authorizes the project proposed by Resolution FDC 2020-10 and the associated expenditure of funds, expenditures for holiday decorating services for the City of Fulshear, found by the Board Directors to promote new or expanded business development.

PASSED AND APPROVED this 17TH DAY OF NOVEMBER, 2020.

ATTEST:

Aaron Groff, Mayor
City of Fulshear, Texas

Kim Kopecky, City Secretary
City of Fulshear, Texas

SPEED ZONE ORDINANCE # 2020-1330

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF FULSHEAR AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along FM 1093/FM 359 from intersection of Lake Hill Farm Way to the intersection of Bois D' Arc, a distance of approximately 0.917 mile, the speed limit shall be 40 miles per hour.

Along FM 1093/FM 359 from intersection of Bois D' Arc to the intersection of Cross Creek Ranch Blvd, a distance of approximately 1.048 mile, the speed limit shall be 45 miles per hour.

Along FM 1093/FM 359 from intersection of Cross Creek Ranch Blvd to the east city limit City of Fulshear, a distance of approximately 1.501 mile, the speed limit shall be 50 miles per hour.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (200)

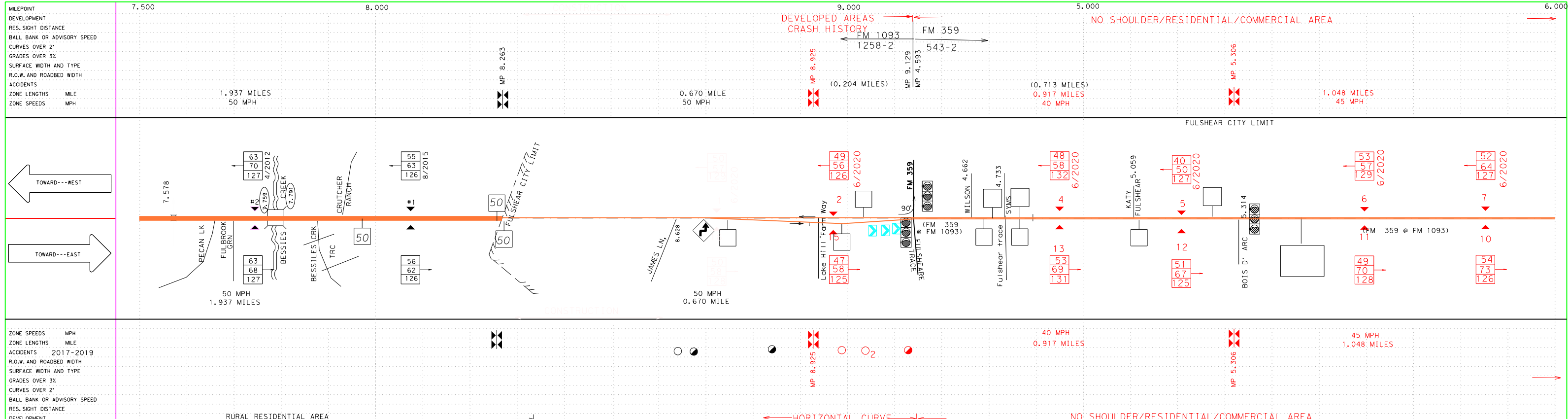
PASSED AND APPROVED THIS _____ day of _____ 2020

ATTEST:

APPROVED:

City Secretary – Kimberly Kopecky

Mayor – Aaron Groff



ZONE SPEEDS	MPH
ZONE LENGTHS	MILE
ACCIDENTS	2017-2019
R.O.W. AND ROADBED WIDTH	
SURFACE WIDTH AND TYPE	
GRADES OVER 3%	
CURVES OVER 2"	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	

DISTRICT	HOUSTON	COUNTY	FORT BEND	MINUTE NO.	DATE	//
HIGHWAY	FM 1093	CITY	RURAL/FULSHEAR/RURAL	REPLACES	DATE	//
DATE OF SURVEY	6/2020	SCALE	5" = 1 MILE	REPLACED BY	DATE	//
				CANCELED BY	DATE	//

LIMITS OF ZONE					
SECTION ONE		SECTION TWO		SECTION THREE	
BEGINS	STA. OR M.P.	BEGINS	STA. OR M.P.	BEGINS	STA. OR M.P.
ENDS	CONT. & SECT.	ENDS	CONT. & SECT.	ENDS	CONT. & SECT.
	PROJECT		PROJECT		PROJECT

LIMITS OF ZONE			
SECTION THREE		SECTION FOUR	
BEGINS	STA. OR M.P.	BEGINS	STA. OR M.P.
ENDS	CONT. & SECT.	ENDS	CONT. & SECT.
	PROJECT		PROJECT

SPEED CHECK BLOCK:
 XXX — 85 PERCENTILE SPEED
 XXX — TOP SPEED MEASURED
 XXX — NUMBER OF CARS CHECKED

← (XX) — TRIAL RUN

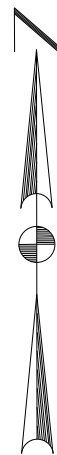
- — FATAL ACCIDENT
- — PERSONAL INJURY ACCIDENT
- Ⓝ — PROPERTY DAMAGE ACCIDENT
- SECTION ZONED BY COMMISSION MINUTE ORDER
- XX — EXISTING SPEED LIMIT SIGN
- SECTION ZONED BY CITY ORDINANCE
- X — SPEED CHECK STATION
- ★ — EXCEEDED STATEWIDE AVERAGE ACCIDENT
- Ⓝ — EXISTING SIGNAL
- Ⓝ — EXISTING FLASHING BECON
- Ⓝ — EXISTING POLE
- Ⓝ — PROPOSED SIGN
- PC — POINT OF CURVE
- PT — POINT OF TANGENT

- FOR MAINTENANCE CREW INFORMATION ONLY:
- R2-1 — PROPOSED SPEED LIMIT SIGN (TYP)
 - W3-5 — PROPOSED REDUCED SPEED AHEAD SIGN (TYP)
 - S5-1 — PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)

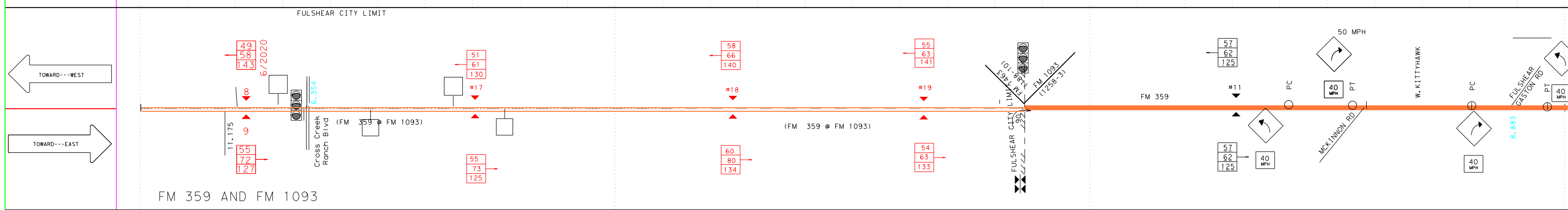
TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5678 C



MILEPOINT	6.000	7.000	8.000	9.000
DEVELOPMENT				
RES. SIGHT DISTANCE				
BALL BANK OR ADVISORY SPEED				
CURVES OVER 2"				
GRADES OVER 3%				
SURFACE WIDTH AND TYPE		Concrete, 2 lanes, divided, no shoulder		
R.O.W. AND ROADBED WIDTH				
ACCIDENTS				
ZONE LENGTHS	1.048 MILES	1.501 MILES		
ZONE SPEEDS	45 MPH	50 MPH		



ZONE SPEEDS	MPH	45 MPH	50 MPH
ZONE LENGTHS	MILE	1.048 MILES	1.501 MILES
ACCIDENTS	YYYY		
R.O.W. AND ROADBED WIDTH			
SURFACE WIDTH AND TYPE		Concrete, 2 lanes, divided, no shoulder	
GRADES OVER 3%			
CURVES OVER 2"			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT		RESIDENTIAL AND DEVELOPED AREAS	

DISTRICT	HOUSTON	COUNTY	FORT BEND	MINUTE NO.	DATE	/ /
HIGHWAY	FM 1093	CITY	FULSHEAR/RURAL	REPLACES	DATE	/ /
DATE OF SURVEY	10/2020	SCALE	5" = 1 MILE	REPLACED BY	DATE	/ /
				CANCELED BY	DATE	/ /

LIMITS OF ZONE					
SECTION ONE		SECTION TWO		SECTION THREE	
STA. OR M.P.	CONT. & SECT.	STA. OR M.P.	CONT. & SECT.	STA. OR M.P.	CONT. & SECT.
BEGINS	0.000	543-02			
ENDS	3.379	543-02			

LIMITS OF ZONE			
SECTION	STA. OR M.P.	CONT. & SECT.	PROJECT
SECTION THREE	BEGINS		
	ENDS		
SECTION FOUR	BEGINS		
	ENDS		

SPEED CHECK BLOCK:

- XXX - 85 PERCENTILE SPEED
- XXX - TOP SPEED MEASURED
- XXX - NUMBER OF CARS CHECKED

← (XX) - TRIAL RUN

- - FATAL ACCIDENT
- - PERSONAL INJURY ACCIDENT
- ⊙ - PROPERTY DAMAGE ACCIDENT
- - SECTION ZONED BY COMMISSION MINUTE ORDER
- XX - EXISTING SPEED LIMIT SIGN
- - SECTION ZONED BY CITY ORDINANCE
- #X - SPEED CHECK STATION
- ★ - EXCEEDED STATEWIDE AVERAGE ACCIDENT
- ⊙ - EXISTING SIGNAL
- ⊙ - EXISTING FLASHING BECON
- ⊙ - EXISTING POLE
- ⊙ - PROPOSED SIGN
- PC - POINT OF CURVE
- PT - POINT OF TANGENT

FOR MAINTENANCE CREW INFORMATION ONLY:

- R2-1 - PROPOSED SPEED LIMIT SIGN (TYP)
- W3-5 - PROPOSED REDUCED SPEED AHEAD SIGN (TYP)
- S5-1 - PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)

TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5485 C

AGREEMENT
#2021-025

**Engineering Services for
On Call Traffic Engineering**

THIS AGREEMENT (“Agreement”), effective **the date of last signature of this agreement** (“Effective Date”), is entered into by and between the City of Fulshear, Texas (“CITY” or “Client”), a State of Texas political subdivision, with offices located at 30603 FM 1093, Fulshear, Texas 77441, and

MBCO Engineering and Surveying
Attention: Courtney Carr, P.E.
1505 Highway 6 South
Suite 180
Houston, Texas 77077
(281) 760-1656
courtney.carr@mbcoengineering.com

hereinafter referred to as “CONTRACTOR”.

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 The CONTRACTOR is being retained to provide goods and services described below to the CITY based on the CONTRACTOR’s demonstrated competence and requisite qualifications to perform the scope of the work described herein. The CONTRACTOR has special knowledge and expertise that is of interest to the CITY. CITY agrees to and hereby does retain the CONTRACTOR, as an independent CONTRACTOR, and the CONTRACTOR agrees to provide the service to the CITY, in accordance with the terms and conditions provided in this Agreement.

ARTICLE II
SCOPE OF SERVICES

2.1 The CONTRACTOR will provide the goods and services described in the attached Appendix A (collectively, “Services”) which is hereby incorporated by this reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in Appendix A, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Appendix A.

2.1 Any agreed-upon changes to Appendix A shall be set forth in an Amendment to this Agreement. CONTRACTOR will not implement any changes or any new services until an Amended Agreement has been duly executed by the CITY. CITY shall not be liable for any amounts not included in a duly executed Appendix A or Amended Appendix A.

2.2 All Services rendered under this Agreement will be performed by the CONTRACTOR: i) with due care; ii) in accordance with generally prevailing industry standards; and iii) in compliance with all applicable laws, government regulatory requirements.

**ARTICLE III
TERM**

- 3.1 **Term.** This Agreement will commence on the effective date and shall be for a term through **September 30, 2021 with the option to renew upon mutual agreement for up to two (2) additional one-year terms**, unless earlier terminated as provided herein. The work shall follow the schedule in Appendix A.
- 3.2 **Termination.** Either Party may terminate this Agreement or Appendix A at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of notice of termination of this Agreement or Appendix A, CONTRACTOR shall follow any instructions of CITY respecting work stoppage. CONTRACTOR shall cooperate with CITY and CITY's designees to provide for an orderly conclusion of the Services. CONTRACTOR shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to CITY, or CITY's designee, at its request. If CITY elects to continue any activities underlying a terminated Agreement after termination, CONTRACTOR shall cooperate with CITY to provide for an orderly transfer of CONTRACTOR's responsibilities with respect to such Agreement to CITY or its designee. Upon the effective date of any such termination, the CONTRACTOR shall submit a final invoice for payment in accordance with Article IV, and CITY shall pay such amounts as are due to CONTRACTOR through the effective date of termination. CITY shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

**ARTICLE IV
COMPENSATION**

- 4.1 **Fees.** In consideration for the Services rendered by CONTRACTOR to CITY under this Agreement, and for each duly executed Appendix A, CITY will pay CONTRACTOR the **fees as stated in Appendix A**. The total fees paid under this agreement shall not exceed **\$150,000.00**.
- 4.2 **Invoices.** CONTRACTOR shall submit an invoice every month, or as otherwise stated in a Appendix A, for Services provided. CITY shall pay undisputed amounts in such invoice within thirty (30) days of receipt. Invoices should be submitted to:

City of Fulshear
Attn: Accounting
PO Box 279
Fulshear, TX 77441
(281) 346-1796
Email: accounting@fulsheartexas.gov

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the CITY, other than from the monies designated for this Agreement.

The City will only pay for services rendered and shall not pre-pay for work that has not been performed.

If CITY disputes any invoice CITY shall timely pay the undisputed portion and promptly notify CONTRACTOR in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by CONTRACTOR of the notice of such dispute, CONTRACTOR may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

**ARTICLE V
RELATIONSHIP BETWEEN THE PARTIES**

5.1 **Independent Contractor.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. CONTRACTOR will be solely responsible for and will pay all taxes related to the receipt of payments hereunder. No CONTRACTOR personnel shall obtain the status of or otherwise be considered a CITY employee by virtue of their activities under this Agreement. For the avoidance of doubt, in no event will CITY pay, reimburse, or otherwise be responsible, financially or otherwise, for any insurance, health care, or similar costs or benefits relating to CONTRACTOR, its affiliates, or any of their employees, subcontractors, or agents. The rights and obligations of CITY under this Agreement may be exercised or performed on its behalf by one or more of its affiliates.

**ARTICLE VI
REPRESENTATION AND WARRANTIES**

6.1 **Representations and Warranties.** CONTRACTOR represents and warrants that:

6.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement or would affect the CONTRACTOR's performance under this Agreement or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The CONTRACTOR further represents that it will not enter into any such agreement during the Term of this Agreement;

6.1.2 CONTRACTOR will provide to CITY, with each deliverable to be provided under this Agreement, a written summary sheet listing any third party software or other intellectual property contained within the deliverable, if any, together with licenses permitting CITY to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to CITY in connection with the preceding sentence, the CONTRACTOR warrants and represents that all work product created under this Agreement shall be original work of the CONTRACTOR or in the public domain and shall not infringe any copyright, trademark, trade secret, patent or other Intellectual Property right of any third party;

6.1.3 CONTRACTOR and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and

6.1.4 CONTRACTOR shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the CONTRACTOR's obligations under this Agreement.

**ARTICLE VII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

7.1 **Confidential Information.** CONTRACTOR acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of CITY, its products, services, data, policies, customers, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the

CONTRACTOR's retention hereunder or at any time thereafter without the express written permission of CITY. CONTRACTOR shall use commercially reasonable means to secure CITY's Confidential Information.

Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of CONTRACTOR; (ii) was in CONTRACTOR's lawful possession prior to the disclosure and had not been obtained by CONTRACTOR either directly or indirectly from the CITY; (iii) is lawfully disclosed to CONTRACTOR by a third party without restriction on disclosure; (iv) is independently developed by CONTRACTOR without use of or reference to the CITY's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided CONTRACTOR gives the CITY prompt written notice of such requirement to permit the CITY to seek a protective order or other appropriate relief. CONTRACTOR acknowledges that CITY must strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement. In the event a request for public information is made, a determination on whether information is confidential or proprietary will be made by the Office of the Attorney General of the State of Texas.

- 7.2 **Ownership.** All final documents, reports, information, or materials are and shall at all times be and remain, upon payment of CONTRACTOR's invoices, the property of CITY and shall not be subject to any restriction or limitation on their future use by, or on behalf of, CITY, except otherwise provided herein.
- 7.3 **Texas Government Code 552, Subchapter J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the CONTRACTOR agrees that this Agreement can be terminated if the CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to CITY:

City of Fulshear
Attn: Purchasing Office
PO Box 279
Fulshear, TX 77441
(281) 346-8812
coberrender@fulsheartexas.gov

If to CONTRACTOR:

MBCO Engineering and Surveying
Attention: Courtney Carr, P.E.
1505 Highway 6 South
Suite 180
Houston, Texas 77077
(281) 760-1656
courtney.carr@mbcoengineering.com

The above contact information may be modified without requiring an amendment to the Agreement, provided that written notification of such modification is provided to the other party no less than ten (10) days before such modification is to become effective.

8.2 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

8.3 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

8.4 **Force Majeure.** In the event that either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

8.5 **Ability to Perform.** CONTRACTOR agrees promptly to inform CITY of any event or change in circumstances which may reasonably be expected to negatively affect the CONTRACTOR's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

8.6 **No Indemnification by City.** The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

8.7 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Bend County, Texas.

8.8 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

8.9 **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

8.10 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

- 8.11 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 8.12 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 8.13 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.
- 8.14 **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City and the City shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.
- 8.15 **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

ARTICLE IX ADDITIONAL REQUIREMENTS

- 9.1 **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 9.2 **Insurance.** For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies), CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The

APPENDIX A



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October 13, 2020

Sharon Valiante
Public Works Director
City of Fulshear
30603 FM 1093 West
Fulshear, Texas 77441

Re: Scope of Services for On-Call Traffic Engineering Fiscal Year 2021

Dear Ms. Valiante:

MBCO Engineering, LLC (MBCO) is pleased to provide this scope of services to City of Fulshear (City) for traffic engineering services. Based on our understanding of the project at this time, we propose the following scope of services:

SCOPE OF SERVICES

A. Develop the Scope of Work for Development Traffic Studies.

MBCO will work with City staff and developers to develop unique scopes of work for traffic impact analysis reports for development and perform completeness checks prior to submittal.

B. Review Traffic Studies

1. Review of traffic impact analyses provided by others and evaluate trip generation, safety, compliance to City ordinances, development code as well as local and regional plans and other master plans.
2. Summarize findings in technical memorandums.

C. Traffic Operation & Analysis

1. Provide high level sketch planning review for long term growth solutions. Produce general order of magnitude estimates of demand and operations in response to proposed or hypothetical transportation improvements.
2. Review, study and evaluate traffic safety issues and provide technical advice.
3. Update and maintain models for various travel demand, traffic simulation and traffic signal optimization software, as well as other analytical/deterministic tools.

D. Traffic Design

1. Provide peer review and design recommendations for street improvement projects, including safety and capacity improvements.



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2. Review engineering plans, review geometric design, intersection design, site distance analysis, and vehicle turning movements using simulation software when requested.
3. Provide design plans for traffic improvements including signage, pavement markings, traffic signals, and pavement improvements.

E. Incidental Services

1. Coordinate with City staff on design tasks as needed by the City. Prepare cost estimates and written summaries of traffic related infrastructure or proposed projects.
2. Perform site visits to verify existing conditions.
3. Obtain traffic counts and provide input on traffic related expenses, equipment and input for annual budgets.

COMPENSATION

The budget provided for the scope of work stated in this proposal shall not exceed \$50,000. This budget shall not be exceeded without additional written authorization from City of Fulshear. Engineering services will be billed monthly based on percent complete on a per project basis.

REIMBURSABLES/REPRODUCTIONS

Reproduction expenses and minor out-of-pocket expenses for courier and minor review agency fees, etc. will be provided for this project on a cost plus 10% basis.

If this proposal meets with your approval, please execute this proposal, and return a copy to me. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this scope and look forward to working with you. If you should have any questions or require additional information, please do not hesitate to call me at 281.760.1656.

Sincerely,

Courtney Carr, PE
Project Manager

APPROVED:

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

AGREEMENT
#2021-16
On Call Engineering Services

THIS AGREEMENT (“Agreement”), effective **the date of last signature of this agreement** (“Effective Date”), is entered into by and between the City of Fulshear, Texas (“CITY” or “Client”), a State of Texas political subdivision, with offices located at 30603 FM 1093, Fulshear, Texas 77441, and

Freese and Nichols, Inc.
Kendall Ryan
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 456-4732
Kendall.Ryan@freese.com

hereinafter referred to as “CONTRACTOR”.

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 The CONTRACTOR is being retained to provide goods and services described below to the CITY based on the CONTRACTOR’s demonstrated competence and requisite qualifications to perform the scope of the work described herein. The CONTRACTOR has special knowledge and expertise that is of interest to the CITY. CITY agrees to and hereby does retain the CONTRACTOR, as an independent CONTRACTOR, and the CONTRACTOR agrees to provide the service to the CITY, in accordance with the terms and conditions provided in this Agreement.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The CONTRACTOR will provide the goods and services described in the attached Appendix A (collectively, “Services”) which is hereby incorporated by this reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in Appendix A, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Appendix A.
- 2.1 Any agreed-upon changes to Appendix A shall be set forth in an Amendment to this Agreement. CONTRACTOR will not implement any changes or any new services until an Amended Agreement has been duly executed by the CITY. CITY shall not be liable for any amounts not included in a duly executed Appendix A or Amended Appendix A.
- 2.2 All Services rendered under this Agreement will be performed by the CONTRACTOR: i) with due care; ii) in accordance with generally prevailing industry standards; and iii) in compliance with all applicable laws, government regulatory requirements.

**ARTICLE III
TERM**

- 3.1 **Term.** This Agreement will commence on the effective date and shall remain in effect for an initial term of **one (1) year, with the option to renew for up to two (2) additional one-year terms**, unless earlier terminated as provided herein.
- 3.2 **Termination.** Either Party may terminate this Agreement or Appendix A at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of notice of termination of this Agreement or Appendix A, CONTRACTOR shall follow any instructions of CITY respecting work stoppage. CONTRACTOR shall cooperate with CITY and CITY's designees to provide for an orderly conclusion of the Services. CONTRACTOR shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to CITY, or CITY's designee, at its request. If CITY elects to continue any activities underlying a terminated Agreement after termination, CONTRACTOR shall cooperate with CITY to provide for an orderly transfer of CONTRACTOR's responsibilities with respect to such Agreement to CITY or its designee. Upon the effective date of any such termination, the CONTRACTOR shall submit a final invoice for payment in accordance with Article IV, and CITY shall pay such amounts as are due to CONTRACTOR through the effective date of termination. CITY shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

**ARTICLE IV
COMPENSATION**

- 4.1 **Fees.** In consideration for the Services rendered by CONTRACTOR to CITY under this Agreement, and for each duly executed Appendix A, CITY will pay CONTRACTOR the **fees as stated in Appendix A**. The total fees paid under this agreement shall not exceed **\$135,000.00**.
- 4.2 **Invoices.** CONTRACTOR shall submit an invoice every month, or as otherwise stated in a Appendix A, for Services provided. CITY shall pay undisputed amounts in such invoice within thirty (30) days of receipt. Invoices should be submitted to:

City of Fulshear
Attn: Accounting
PO Box 279
Fulshear, TX 77441
(281) 346-1796
Email: accounting@fulsheartexas.gov

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the CITY, other than from the monies designated for this Agreement.

The City will only pay for services rendered and shall not pre-pay for work that has not been performed.

If CITY disputes any invoice CITY shall timely pay the undisputed portion and promptly notify CONTRACTOR in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by CONTRACTOR of the notice of such dispute, CONTRACTOR may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

**ARTICLE V
RELATIONSHIP BETWEEN THE PARTIES**

5.1 **Independent Contractor.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. CONTRACTOR will be solely responsible for and will pay all taxes related to the receipt of payments hereunder. No CONTRACTOR personnel shall obtain the status of or otherwise be considered a CITY employee by virtue of their activities under this Agreement. For the avoidance of doubt, in no event will CITY pay, reimburse, or otherwise be responsible, financially or otherwise, for any insurance, health care, or similar costs or benefits relating to CONTRACTOR, its affiliates, or any of their employees, subcontractors, or agents. The rights and obligations of CITY under this Agreement may be exercised or performed on its behalf by one or more of its affiliates.

**ARTICLE VI
REPRESENTATION AND WARRANTIES**

6.1 **Representations and Warranties.** CONTRACTOR represents and warrants that:

6.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement or would affect the CONTRACTOR's performance under this Agreement or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The CONTRACTOR further represents that it will not enter into any such agreement during the Term of this Agreement;

6.1.2 CONTRACTOR will provide to CITY, with each deliverable to be provided under this Agreement, a written summary sheet listing any third party software or other intellectual property contained within the deliverable, if any, together with licenses permitting CITY to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third-party software and intellectual property described in the written summary provided to CITY in connection with the preceding sentence, the CONTRACTOR warrants and represents that all work product created under this Agreement shall be original work of the CONTRACTOR or in the public domain and shall not infringe any copyright, trademark, trade secret, patent or other Intellectual Property right of any third party;

6.1.3 CONTRACTOR and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and

6.1.4 CONTRACTOR shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the CONTRACTOR's obligations under this Agreement.

**ARTICLE VII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

7.1 **Confidential Information.** CONTRACTOR acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of CITY, its products, services, data, policies, customers, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the

CONTRACTOR's retention hereunder or at any time thereafter without the express written permission of CITY. CONTRACTOR shall use commercially reasonable means to secure CITY's Confidential Information.

Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of CONTRACTOR; (ii) was in CONTRACTOR's lawful possession prior to the disclosure and had not been obtained by CONTRACTOR either directly or indirectly from the CITY; (iii) is lawfully disclosed to CONTRACTOR by a third party without restriction on disclosure; (iv) is independently developed by CONTRACTOR without use of or reference to the CITY's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided CONTRACTOR gives the CITY prompt written notice of such requirement to permit the CITY to seek a protective order or other appropriate relief. CONTRACTOR acknowledges that CITY must strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement. In the event a request for public information is made, a determination on whether information is confidential or proprietary will be made by the Office of the Attorney General of the State of Texas.

- 7.2 **Ownership.** All final documents, reports, information, or materials are and shall at all times be and remain, upon payment of CONTRACTOR's invoices, the property of CITY and shall not be subject to any restriction or limitation on their future use by, or on behalf of, CITY, except otherwise provided herein.
- 7.3 **Texas Government Code 552, Subchapter J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the CONTRACTOR agrees that this Agreement can be terminated if the CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to CITY:

City of Fulshear
Attn: Purchasing Office
PO Box 279
Fulshear, TX 77441
(281) 346-8812
coberrender@fulsheartexas.gov

If to CONTRACTOR:

Freese and Nichols, Inc.
Kendall Ryan
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 456-4732
Kendall.Ryan@freese.com

The above contact information may be modified without requiring an amendment to the Agreement, provided that written notification of such modification is provided to the other party no less than ten (10) days before such modification is to become effective.

- 8.2 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of

contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

- 8.3 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 8.4 **Force Majeure.** In the event that either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
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- 8.6 **No Indemnification by City.** The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.
- 8.7 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Bend County, Texas.
- 8.8 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 8.9 **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 8.10 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 8.11 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 8.12 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 8.13 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.
- 8.14 **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City’s annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City and the City shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the other Party’s *sole and exclusive remedy* shall be to terminate this Agreement.
- 8.15 **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

**ARTICLE IX
ADDITIONAL REQUIREMENTS**

- 9.1 **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 9.2 **Insurance.** For the entire term of the Agreement (“Term”), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies)., CONTRACTOR shall also maintain the following insurance: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$1,000,000 per occurrence; and (iv) for builders only: Builder’s Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR’s, its officers, employees, agents, assigns, and successors’ rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including

APPENDIX A

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct on call planning and engineering services for the City of Fulshear (City) over a three-year period. ~~It is understood that the City will authorize one \$45,000 Purchase Order each year for water and wastewater related planning and engineering services.~~

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of Fulshear (OWNER) in connection with the project, described as: Multi-Year On-Call Planning and Engineering Services.

PLANNING AND ENGINEERING SERVICES

At the City's request, FNI will provide water and wastewater planning and engineering support to City staff. This could include, but is not limited to:

- Attending meetings with City staff
- Water and wastewater Capital Improvement Plan (CIP) Project Updates
- Water and wastewater development reviews

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

ARTICLE IV

TIME OF COMPLETION: On-Call Services

ARTICLE V

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

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI ~~and Client~~ designate the following representatives:

~~Client's Designated Representative – Sharon Valiante, 30603 FM 1093 West, Fulshear, TX 77441,
svaliante@fulsheartexas.gov~~

~~Client's Accounting Representative – Sharon Valiante, 30603 FM 1093 West, Fulshear, TX 77441,
svaliante@fulsheartexas.gov~~

FNI's Designated Representative – Kendall Ryan
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 456-4732
Kendall.Ryan@freese.com

FNI's Accounting Representative – Jana Collier
4055 International Plaza, Suite 200
Fort Worth, TX 76109
(817) 735-7354
JVC@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, ~~but shall not exceed Forty-Five Thousand Dollars (\$45,000).~~

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$100
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

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

AGENDA OF: 11/17/2020

ITEMS: IX.H.

**DATE
SUBMITTED:** 11/4/2020

DEPARTMENT: Public Works

PREPARED BY: Sharon Valiante, Public Works
Director

PRESENTER: Sharon Valiante, Public Works
Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING RELATED TO THE DEVELOPMENT AND UTILITY AGREEMENTS FOR THE FULSHEAR LAKES DEVELOPMENT

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In December of 2014, the City of Fulshear (City), Fulshear Lakes, Ltd (Developer) and the Fort Bend County Municipal Utility District No. 216 (MUD) entered into a Development and Wholesale Water Supply and Wastewater Services Agreement (Agreement). The agreement provides for the city to supply water and treat wastewater.

The water supply is to be provided at the Initial Point of Connection; where the city's supply enters into the MUD's system. The MUD will own and operate all facilities required to receive water service after that initial point of connection.

The agreement does not specifically speak to installation of any appurtenances, specifically a master meter, that are typically installed to delineate/monitor the point of connection for flow purposes. But it does speak to the ability for the Developer/MUD to receive a credit against capital recovery fees if installed/constructed.

The Memorandum of Understanding presented for consideration of approval is to memorialize the parties' intentions and agreements concerning the financing, construction, ownership, and maintenance and use of the meter in connection with the Agreement.

RECOMMENDATION

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

ATTACHMENTS:

Description	Upload Date	Type
MOU Fulshear Lakes	11/4/2020	Exhibit
Development and Wholese Water Supply Agree FL	11/4/2020	Backup Material

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (this "MOU") is made and entered into to be effective as of _____, 2020 (The "Effective Date"), by and between the City of Fulshear, Texas, a home-rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas (the "City"), Fulshear Lakes, Ltd., a Texas limited partnership ("Developer") and Fort Bend County Municipal Utility District No. 216, a body politic and political subdivision of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Section 59 of Article 16 of the Texas Constitution (the "MUD").

RECITALS

A. As of the Effective Date, the City, Developer and MUD are parties to that certain Development and Wholesale Water Supply and Wastewater Services Agreement dated December 29, 2014 (the "Agreement"). The Agreement is specifically incorporated herein by reference and made a part of this MOU to the same extent and with the same force and effect as if fully set forth herein.

B. The Agreement provides, among other things, that City shall provide water supply capacity within its existing system to serve the property owned by Developer and located within the MUD. Such water supply is to be provided by City at the "Initial Water Point of Connection" as defined in, and as reflected on Exhibit J to the Agreement.

C. Under the Agreement, the City is to own and operate all facilities required to provide water service which are located on its side of the Initial Water Point of Connection. The MUD is to own and operate all facilities required to receive water service which are located on its side of the Initial Water Point of Connection.

D. Under the Agreement, Developer and/or MUD have the option to extend a water trunk line along or adjacent to the FM 1093 right-of-way, in order to connect to the City's water system and extend the reach of the City's water lines. Under said circumstances, Developer and/or the MUD, as applicable, shall receive a credit from the City against payment of the City's Development Fees as calculated in the Agreement. Following construction of the water trunk line extension it is to be dedicated and conveyed to, and accepted by, the City for ownership, operation and maintenance at City's sole expense.

E. Under the Agreement, the MUD is responsible for reading the water meter for each individual connection within the MUD which is receiving water supply from the City. City's monthly compensation for water service is equal to the aggregate total resulting from the application of the agreed upon rates to each such individual connection. The

Agreement does not require installation of a master water meter at the Initial Water Point of Connection or at any other location.

F. City has requested that a single master water meter (the "Meter") be designed and installed at the Initial Water Point of Connection at the expense of Developer and as part of a water trunk line extension project currently in progress. Such Meter was requested by the City to be utilized for internal purposes only, and is not intended to be used for purposes of billing or any other purposes under the Agreement.

G. Developer and MUD have requested, and City is providing, this MOU in order to memorialize the parties' intentions and agreements concerning the financing, construction, ownership, maintenance and use of the Meter in connection with the Agreement and City's provision of water supply to the MUD thereunder. City understands and intends that Developer and MUD shall rely on this MOU and the representations set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual agreements, covenants, benefits and undertakings set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein for all purposes. Terms not specifically defined herein shall have the meanings set forth in the Agreement.

Section 2. Meter Deemed Part of Water Trunk Line Extension by Developer. Following execution of this MOU Developer shall instruct Developer's engineer to cause the Meter to be ordered and installed at the Initial Water Point of Connection as part of a water trunk line extension project along F.M. 1093 and the Fort Bend Toll Road Authority right of way. Developer shall be responsible for all costs (including but not limited to engineering, management, construction supervision, easement and equipment costs, change orders and construction costs) associated with the Meter, subject to the terms of this MOU and the Agreement. Following installation of the Meter, it shall be accepted, owned, operated and maintained by the City and the entirety of the Meter shall be deemed to be part of the water trunk line extended by Developer pursuant to Section 3.4 of the Agreement.

Section 3. Sizing and Credits for Meter. City acknowledges, confirms and agrees to the following in connection with the Meter:

- a. No additional easement width will be required by City for the Meter and related appurtenances, other than is otherwise required for a water trunk line extension under Section 3.4 of the Agreement

- b. All costs incurred by Developer in connection with and/or related to the Meter in an amount equal to the combined sum of: (i) any costs attributable to the provisions of, the acquisition of or dedication of related Meter easements or permits and (ii) the design, consulting and related acquisition and construction costs of the Meter shall be included as part of the credit generated by the City for the benefit of the Developer and related to a water trunk line extension by Developer under Section 3.4 of the Agreement.

- c. Developer may, in its sole discretion, reduce (“neck down”) the existing City water line size from a sixteen-inch (16") line to a twelve-inch (12") water line prior to installation of the Meter in order to reduce the size of the Meter. This option shall only be available in the event Developer extends a twelve-inch (12") water line from the Initial Water Point of Connection (rather than an extension of 16” water line).

Section 4. Purpose of MOU. This MOU is intended to memorialize the matters addressed herein for purposes of clarification and documentation and may be relied upon by Developer and the MUD. Neither this MOU nor the installation of the Meter are intended to otherwise modify and/or amend the Agreement or the responsibilities of the parties thereunder, including but not limited to the Agreement's treatment of minimum water pressure and the provision of, metering of and/or billing for water supplied by the City. In the event the parties determine to formally amend the Agreement in the future, then at the request of the Developer and/or MUD the City agrees to incorporate the provisions of this MOU into such amendment.

Section 5. City Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this MOU is duly authorized and adopted in conformity with the general laws of Texas applicable to the City and any applicable City ordinances. This MOU constitutes a legal, valid and binding obligation of the City and shall be enforceable against City in accordance with its terms.

Section 6. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this MOU shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this MOU.

Section 7. Applicable Law and Venue. The construction and validity of this MOU shall be governed by the laws of the State of Texas. Venue shall be in Fort Bend County, Texas.

Section 8. Attorneys' Fees. The prevailing party in any dispute under this MOU will be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

Section 9. Further Documents. The parties agree that at any time after execution of this MOU, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this MOU. This shall include, but shall not be limited to, requests to memorialize City's title to and ownership of the trunk line extensions, water meter and associated credits due to the Developer in connection therewith under the Agreement. However, the parties agree no additional documents and/or actions shall not be required by the City in order for ownership of the trunk line extensions (including the water meter) to vest in the City in accordance with Section 3.4 of the Agreement and this MOU.

Section 10. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

CITY OF FULSHEAR, TEXAS

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Secretary

APPROVED AS TO FORM:

By: _____
_____, Attorney for the City

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, Mayor of the City of Fulshear, Texas.

Notary Public, State of Texas

(Notary Seal)

FULSHEAR LAKES LTD.,
a Texas limited partnership

By: Fulshear Lakes GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Sam Yager III
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Sam Yager III, the Vice President of Fulshear Lakes GP, LLC, a Texas limited liability company, the General Partner of Fulshear Lakes Ltd., a Texas limited partnership, on behalf of said entities.

Notary Public in and for
the State of T E X A S

(SEAL)

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 216

By: _____
Phillip S. Froehlich
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Phillip S. Froehlich, the President of the Board of Directors of Fort Bend County Municipal Utility District No. 216, on behalf of said district.

Notary Public in and for
the State of T E X A S

(SEAL)

EXHIBIT "J"

FULSHEAR LAKES
APPROX. 500 AC.
PROPOSED UTILITY EXTENSION BY
CITY OF FULSHEAR
November, 2014

LEGEND

- PROJECT BOUNDARY FULSHEAR LAKES
- SANITARY SEWER POINT OF TERMININATION
- WASTEWATER PLANT
- LS LIFT STATION
- CITY SANITARY SEWER LINE EXTENSIONS
- MUD 216 SANITARY FORCEMAIN
- WATERLINE POINT OF TERMININATION
- WATER PLANT
- CITY WATERLINE EXTENSION

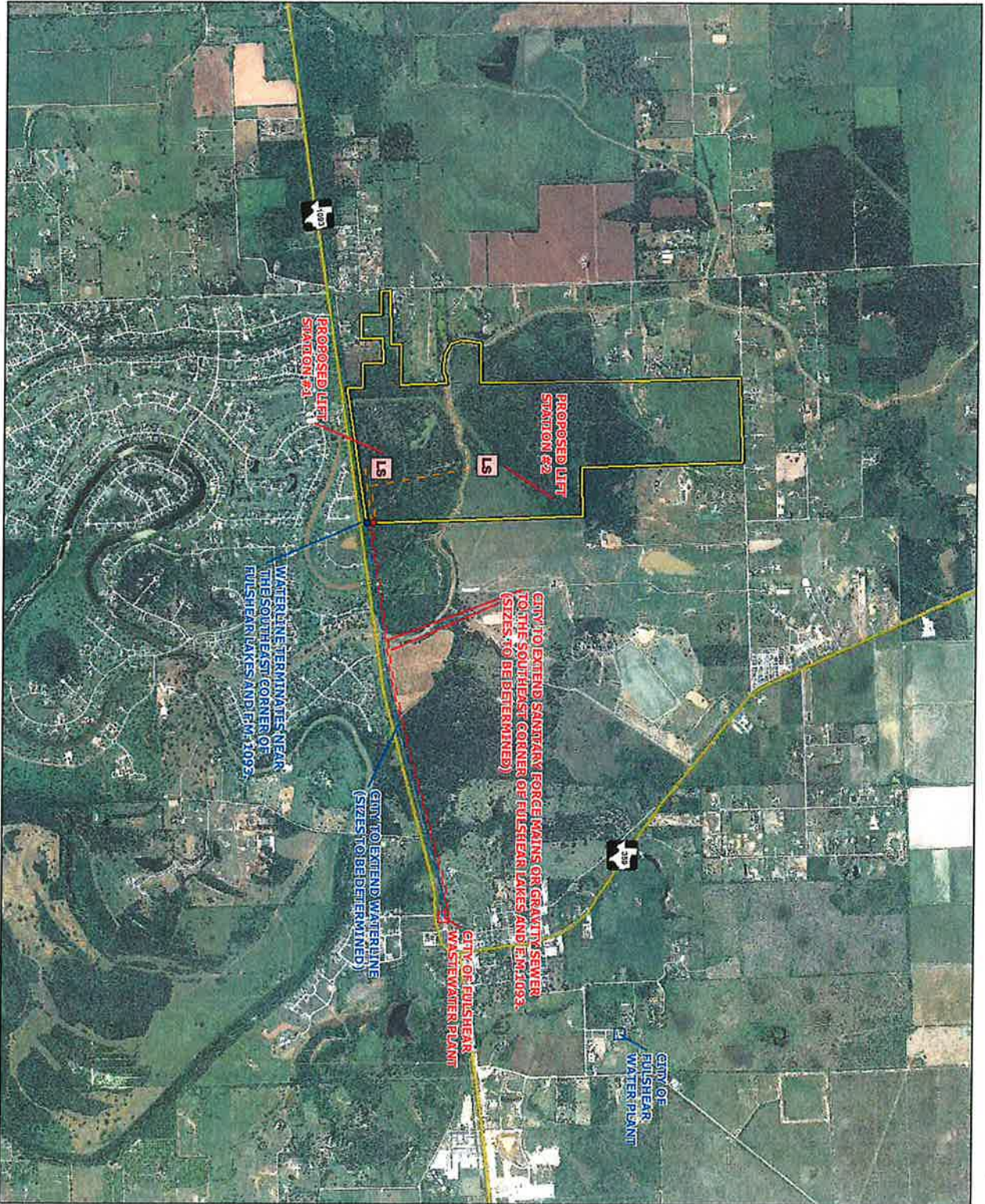
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FORT BEND COUNTY

AERIAL PHOTOGRAPH DATE: MARCH 2012

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, CONTRACTING AND SURVEYING PURPOSES. IT DOES NOT REPRESENT AN OFFICIAL RECORD AND SHOULD NOT BE USED TO DETERMINE THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

L&M Engineering, Inc.
3015 West Loop South, Suite 1000, Houston, Texas 77027
www.lm-engineering.com



Note: The approximate locations are shown for identification purposes and the final sizes and locations shall be determined based on engineering requirements for service to Fulshear Lakes.

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

AGENDA OF: 11/17/2020

ITEMS: IX.I.

**DATE
SUBMITTED:** 9/23/2020

DEPARTMENT: Administration

PREPARED BY: Mariela Rodriguez

PRESENTER:

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-489, A RESOLUTION OF THE CITY OF FULSHEAR APPOINTING MEMBERS TO THE CITY'S HISTORIC PRESERVATION AND MUSEUM COMMISSION

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

There is currently one (1) position up for appointment in 2020. Resolution No. 2020-489 has been prepared for the Council's consideration.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/6/2020	Resolution

RESOLUTION NO. 2020-489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING AND REAPPOINTING CERTAIN MEMBERS TO THE CITY’S HISTORIC PRESERVATION AND MUSEUM COMMISSION

WHEREAS, the City Council of the City of Fulshear, Texas is desirous of continuing the preservation of our historic and cultural artifacts and guiding the development of a Museum intended for such purpose, and;

WHEREAS, the City Council of the City of Fulshear, Texas appreciates the service and dedication of those previously and currently serving, and;

WHEREAS, the City Council of the City of Fulshear, Texas has been presented a slate of qualified willing volunteers to serve in the capacity as Members of the Historic Preservation and Museum Commission;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that those listed below:

1 – Member who will serve through June 2021

<u>Heather McAdoo</u>	Term expires: June 1, 2021
<u>Susie Howey</u>	Term expires: June 1, 2021
<u>Heather Raphael</u>	Term expires: June 1, 2021
<u>Rebecca Patterson</u>	Term expires: June 1, 2022
<u>Sonya Simmons</u>	Term expires: June 1, 2022
<u>Kristina Stewart</u>	Term expires: June 1, 2022
<u>Tracey Boyle</u>	Term expires: June 1, 2022

Be named to serve as Members of the Historic Preservation and Museum Commission for terms as designated above during which they are expected to duly execute those responsibilities.

This resolution duly passed this 17th day of November 2020.

Aaron Groff, Mayor
City of Fulshear, Texas

ATTEST:

Kimberly Kopecky, City Secretary

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

AGENDA OF: 11/17/2020

ITEMS: IX.J.

**DATE
SUBMITTED:** 11/9/2020

DEPARTMENT: Public Works

PREPARED BY: Dan McGraw

PRESENTER: Dan McGraw

SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE AWIA ACT OF 2018 COMPLIANCE REQUIREMENTS

Expenditure Required: \$69,498.00

Amount Budgeted: \$75,000

Funding Account: 500-000-5411-00 Professional Services - Engineering

Additional Appropriation Required:

Funding Account: 500-000-5411-00 Professional Services - Engineering

EXECUTIVE SUMMARY

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community (drinking) water systems serving 3,300 - 50,000 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP.

City staff selected Garver Engineering from the approved engineering firm list. Garver has prepared multiple Risk and Resilience Assessments for Texas Water Districts and National organizations.

The AWIA Risk Assessment is due on June 30, 2021 and the Emergency Response Plan is due December 31, 2021.

Public Works staff and Finance's Purchasing Agent initiated the Professional Services Agreement (PSA) to include the scope of work as an attachment.

RECOMMENDATION

City Council approve and authorize the Mayor to execute a Professional Services Agreement with Garver Engineering to prepare the AWIA Risk and Resilience Assessment and the Emergency Response Plan for the City of Fulshear Water System.

ATTACHMENTS:

Description	Upload Date	Type
AWIA of 2018 Proposal	11/9/2020	Exhibit



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

October 20, 2020

Dan McGraw
Assistant Public Works Director
City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: AWIA of 2018: Water System Risk & Resilience Assessment and Emergency Response Plan

Dear Mr. McGraw:

Garver appreciates the opportunity to submit our proposal for providing professional services to the City of Fulshear for the subject project. Garver will provide professional services with the assessment and response plan services listed as Appendix A. The fee breakdown for the services provided is summarized below:

- a. AWIA of 2018 RRA and ERP (LUMP SUM): \$69,498.00

A detailed level-of-effort is included as Appendix B. The services will begin after the authorization from the City and follow estimated schedule outlined in Appendix A.

Please call me if you have any questions.

Sincerely,

GARVER



Dan Olson, P.E.
Principal

Attachments: Attachment A – Scope of Services
Attachment B – Level of Effort

Appendix A

SCOPE OF SERVICES

CITY OF FULSHEAR AWIA of 2018: Water System Risk & Resilience Assessment and Emergency Response Plan

I. General

The City of Fulshear ("CITY") is conducting a risk and resilience assessment of their existing water system infrastructure to maintain compliance with America's Water Infrastructure Act of 2018 (AWIA) §2013. Garver ("ENGINEER") will perform a Risk & Resilience Assessment (RRA) and develop an Emergency Response Plan (ERP) following the RRA. The RRA will review the CITY's critical infrastructure to identify high risk assets and recommend improvements to increase system resilience.

II. Scope of Work

A. Task I – Project Administration

1. ENGINEER will hold a Kick-off meeting conference call with the CITY and shall identify and confirm critical assets to be analyzed through discussion with CITY staff, confirm project scope, team, lines of communication, and schedule.
2. Progress Meetings:
 - a. For RRA, plan and participate in up to five (5) progress meeting conference calls in conjunction with the workshops to facilitate project coordination, timeliness, and budget compliance. Prepare meeting summary (meeting minutes) and distribute to participants.
 - b. For ERP, plan and participate in up to five (5) progress meeting conference calls in conjunction with the workshops to facilitate project coordination, timeliness, and budget compliance. Prepare meeting summary (meeting minutes) and distribute to participants.
3. Develop a Project Management Plan and Quality Control/Assurance Plan.
4. Prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

B. Task II – Data Review

1. ENGINEER will submit a data request to the CITY for available critical asset information, such as:
 - a. Critical Asset Record Drawings
 - b. Critical Asset Process and Instrumentation Diagrams (P&IDs)
 - c. Population Data

- d. Existing Standard Operating Procedures
 - e. GIS files:
 - i. Water Lines
 - ii. Existing Storage Facilities
 - iii. Pressure Zones
 - iv. Wholesale Meter Vaults
 - f. CITY Organizational Chart
 - g. SCADA network diagram and security levels/settings
 - h. IT infrastructure diagram and/or Financial software system configuration diagram, number of internet connections, and security levels/settings
 - i. Previous applicable studies and reports, such as:
 - i. Risk Management Program(s) (RMPs)
 - ii. Cybersecurity Assessments,
 - iii. Water Conservation and Drought Contingency Plan
 - iv. Water Master Plan
 - v. Security Audit(s)
2. Review existing materials and reports provided by the CITY. The data reviewed will be used in the development of the project documents. ENGINEER will provide a secure SharePoint website for documentation to be shared between the parties. ENGINEER will provide a review of the existing documentation and develop a list of items that will require further support or development during the assessment project.

C. Task III – Development of Vulnerability Assessment Tool and Risk & Resilience Assessment

Pursuant to this task, the ENGINEER will develop the Risk and Resilience Assessment utilizing ENGINEER's RRA Tool and QC check using VSAT Web Version 2.0 released by the United States Environmental Protection Agency (USEPA). The tool stores prioritized assets, existing countermeasures, threats specific to the CITY and surrounding areas, and proposed countermeasures. Threats include both terrorist and intentional acts, as well as natural hazards. The tool's database can be easily reviewed and updated, as needed, for subsequent certifications to EPA in accordance with America's Water Infrastructure Act of 2018 (AWIA) §2013.

1. The tasks and objectives are as follows:
- a. During the kick-off meeting conference call (Task 1.1) with the CITY, ENGINEER shall identify and confirm critical assets to be analyzed through discussion with CITY staff. The number of identified critical assets shall be up to four critical assets within the water

distribution system and are listed in the table below.

No.	Water Facility	Critical Facilities
1	CCR Water Plant 1	(GST-1, GST-2, Hydro-Tank, Well-1, Well-2)
2	CCR Water Plant 2	(GST-1, GST-2, Hydro-Tank, Well-1)
3	CCR Water Plant 3	(Under Construction in 2020)
4	City of Fulshear Water Plant 1	(EST, Standpipe, GST, Well-1, Well-2, Well-3)

2. ENGINEER will conduct an initial workshop with CITY Staff and Operators to document current CITY operation and maintenance practices. Following the workshop, ENGINEER will conduct a site walkthrough at each of the identified critical facilities, accompanied by CITY staff and operators, to gather asset-specific information related to the resilience characteristics present at each facility. The site visit is assumed to take one day.
3. ENGINEER will utilize the assessment tool to create a database with current information including assets, threats, risk assessments, and countermeasures.
 - a. ENGINEER will document features present in the tool specific to the CITY, including the reference threats and countermeasures from the ASME/ANSI J100 "Risk and Resilience Management of Water and Wastewater Systems" standard and the AWWA G430 including man-made, cyber, and natural threats.
4. ENGINEER will conduct a baseline risk analysis of identified assets utilizing threats defined in Task 3.3. This baseline risk analysis will summarize existing asset characteristics related to mitigating risk and will quantify the CITY's existing exposure to risk using a monetary basis. ENGINEER will develop a draft Baseline Analysis detailing the assessment of risks to, and resilience of the water system including:
 - a. The risk to the system from malevolent acts and natural hazards;
 - b. The resilience of the critical assets utilized by the system;
 - c. The monitoring practices of the system;
 - d. The financial infrastructure of the system;
 - e. The use, storage, or handling of various chemicals by the system;
 - f. The operation and maintenance of the system; and
 - g. The analysis will identify the critical asset/threat pairs that pose the highest risk to the utility.
5. ENGINEER will complete an improvements analysis and develop proposed countermeasure packages.
6. ENGINEER will prepare cost/risk analysis, identify implementation plan based on existing or future budgets, and update database.
7. ENGINEER will hold a Workshop with the CITY to review the baseline, improvements, and cost/risk analyses to discuss CITY's comments and implement updates to the draft analyses per CITY's comments.

8. ENGINEER will develop a draft Risk and Resilience Assessment report including the baseline risk and improvements analysis for CITY's review. The report will include the ENGINEER RRA Tool and VSAT tool inputs and improvements analysis results and be submitted in electronic format (PDF).
9. ENGINEER will conduct a workshop with CITY to review draft RRA report. CITY comments will be discussed via conference call.
 - a. ENGINEER will implement updates to the draft RRA report and proposed countermeasure packages per workshop discussion.
10. ENGINEER will address the CITY's comments and provide a final Risk and Resilience Assessment Report in electronic format (PDF).
11. ENGINEER will provide guidance to the CITY regarding the EPA Risk and Resilience certification process. Certification must be completed by CITY staff and cannot be completed by the ENGINEER. Certification will be based on the wholesale population of CITY PWSID No. TX0790133 as of October 2018:
 - a. Risk and Resilience Assessment (RRA) – by June 30, 2021

Task IV – Emergency Response Plan

Upon authorization from the CITY, the ENGINEER will prepare the City's Emergency Response Plan (ERP). The ERP shall be prepared in accordance with the USEPA's guidance. The task objectives are as follows:

1. ENGINEER will submit a data request to the CITY for existing information needed to develop the ERP based on the USEPA's requirements as outlined in Appendix A-1.
2. ENGINEER will conduct a conference call meeting with the City's Emergency Management Coordinator (or Local Emergency Planning Committee chair) to gather information and coordinate the ERP with the Emergency Management Coordinator (or LEPC).
3. ENGINEER will discuss with the City (via conference call), verify, review, and include in the ERP the following:
 - a. Department staff, roles and responsibilities.
 - b. Existing emergency response levels.
 - c. Potential High Risk Emergency Conditions as outlined within the RRA, and incorporate applicable EPA Incident Action Checklists. Emergency conditions outlined in the RRA may include:
 - i. Electrical Power Outage
 - ii. Equipment Failure/Treatment Upset
 - iii. Chemical Release (Chlorine Gas Leak)
 - iv. Flood

- v. Hurricane & Tropical Storm
 - vi. Ice Storm (Freeze)
 - vii. Fire
 - viii. Vandalism & Theft
 - ix. Contamination of water system
 - x. Armed Intruder (Terrorism & Violence)
 - xi. Bomb or terrorist threat
 - xii. Construction or transportation accidents
 - xiii. Cyber-Security of SCADA System Attack
 - xiv. Tornado
- d. Existing Emergency Response Centers
 - e. Internal and external communications procedures
 - f. Recovery and service restoration procedures
 - g. Staff trainings and emergency response exercises
4. ENGINEER will conduct a conference call meeting with the CITY to confirm the most recent information regarding procedures, contacts, and existing agreements with vendors and/or neighboring utilities in accordance with the USEPA's ERP template.
 5. ENGINEER will develop the ERP for the water system based upon findings from the above listed items and the Risk and Resilience Assessment. ENGINEER will develop a draft ERP for review by the CITY.
 6. ENGINEER will conduct a Workshop to review the draft ERP. ENGINEER will update the draft ERP based upon City comments and per Workshop discussion.
 7. ENGINEER will submit a final ERP in electronic Word and PDF format, and three printed hard copies.
 8. ENGINEER will provide guidance to the CITY regarding the certification process. Certification must be completed by CITY staff and cannot be completed by the ENGINEER. Certification will be submitted for CITY PWSID No. TX0790133:
 - a. Emergency Response Plan – by 6 months after submittal of RRA certification.

III. Project Schedule

The proposed timeline for completion of the major tasks in the Scope of Work is as follows. Schedule shall begin after notice to proceed and receipt of record drawings of facilities.

Task	Description	Schedule ¹
Task 1	Project Management	
Task 1.1	Kickoff Meeting	7 days from NTP
Task 1.2	Progress Meetings	Ongoing
Task 1.3	Project Management Plan, QC/QC Plan	14 days from NTP
Task 1.4	Monthly Progress Reports and Invoices	Ongoing
Task 2	Data Review	
Task 2.1	Data Request	7 days from NTP
Task 2.2	Data Review	14 days from receipt of data
Task 3	Risk and Resilience Assessment	
Task 3.1	Asset Identification	7 days from NTP
Task 3.2	Workshop and Site Visit	14 days from Task 3.1
Task 3.3	Assessment Tool Setup and Database Compilation	14 days from Task 3.2
Task 3.4	Baseline Analysis	45 days from Task 3.3
Task 3.5	Improvements Analysis	14 days from Task 3.4
Task 3.6	Cost/Risk Analysis	14 days from Task 3.5
Task 3.7	Baseline, Improvements, & Cost/Risk Analyses Workshop	14 days from Task 3.6
Task 3.8	Draft RRA Report and Workshop	21 days from Task 3.7
Task 3.9	Final Report	25 days from Task 3.8
Task 3.10	Certification Assistance	Concurrent with Task 3.9 By June 30, 2021
Task 4	Emergency Response Plan Update	
Task 4.1	Data Request & ERP Kickoff Meeting	14 days from Task 3.10
Task 4.2	Coordination with Emergency Management Coordinator (or LEPC)	30 days from receipt of data
Task 4.3	ERP data compilation and Workshop (conference call)	14 days from Task 4.2
Task 4.4	Current procedures and operations Workshop (conference call)	30 days from Task 4.3
Task 4.5	Draft ERP development	45 days from Task 4.4
Task 4.6	Draft ERP Workshop (conference call)	14 days from Task 4.5
Task 4.7	FINAL ERP	30 days from Task 4.6
Task 4.8	Certification Assistance	Concurrent with Task 4.7 By six months after Task 3.10

¹ Note: City reviews are assumed to be 10 calendar days.

IV. Extra Work

The following items are not included under this agreement and will be considered as extra work:

1. Resubmittal for the CITY's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Coordination with regulatory agencies.
4. Hydraulic Modeling.
5. Standard Operating Procedures.
6. Design Phase Services.
7. Construction Phase Services.
8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. This assessment does not include a cybersecurity or financial infrastructure assessment beyond that necessary for compliance with AWIA standards.
11. If the CITY opts to utilize PARRE, the CITY shall be responsible for the initial fee and the subscription fee for the tool.

Appendix A-1

Draft Emergency Response Plan Outline

No later than six months after certifying completion of its risk and resilience assessment, each system must prepare or revise, where necessary, an emergency response plan that incorporates the findings of the assessment. According to the United States Environmental Protection Agency (USEPA), Emergency Response Plans (ERPs) shall, at a minimum, include the following:

1. Strategies and resources to improve the resilience of the system:
 - Physical security
 - Cybersecurity
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including:
 - Development of alternative source water options
 - Relocation of water intakes
 - Construction of flood protection barriers
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

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

AGENDA OF: 11/17/2020

ITEMS: XI.B.

**DATE
SUBMITTED:** 9/29/2020

DEPARTMENT: Administration

PREPARED BY: ZACH GOODLANDER &
CHARLES OBERRENDER

PRESENTER: ZACH GOODLANDER &
CHARLES OBERRENDER

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE VALUE, PURCHASE, SALE, EXCHANGE, LEASE, OTHER TRANSFER OR CONVEYANCE, SECURING, REPAIR, REMOVAL, RELOCATION, DEMOLITION, REHABILITATION, ALTERNATIVE USE FOR, CONDITION OF, OR ANY OTHER ACTION OR MATTER AFFECTING THE SECTION HOUSE, A/K/A THE SWITCH HOUSE, AND TO AUTHORIZE THE EXPENDITURE OF FUNDS TO EFFECT SAME

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Staff is bringing this item forward to Council to seek further and specific direction regarding the Section House.

In July, the Historic Preservation and Museum Commission requested staff support to begin writing a solicitation for the purpose of getting more accurate price estimates for the Section House. This was subsequently done, however, given that this new document still speaks to a general project, staff believes we will not receive any more accurate price estimates than we received when informal estimates were obtained previously in 2019. In addition to that, construction costs, particularly for materials, have skyrocketed in 2020 so any firm bid is anticipated to be higher than previously estimated.

In order to get firm construction bids on a City owned facility, the City is obligated by state law to employ an architect to draw up specifications and plans before a bidding processing can go forward. Previous conversations with one architect suggest that, with a fee of 10%, drawing up the plans and specs may cost up to and over \$50,000. Additionally, this portion of the process would require a formal scope of work with fee to be submitted by a design firm, and subsequently a future Council action item authorizing the expenditure if it exceeds the City Manager's spending authority. The design cost would be incurred before Council would have the opportunity to examine and decide on any bids received.

-
The City currently has three options to move forward:

- Option 1: Restore/Re-create

Contract with an architect to draw up specifications and plans, solicit bids, then submit to Council to determine whether to award a contract.

- Option 2: Relocate

Move the building to private property and gift it to the Fulshear historical society. A move to another location would cost several thousand dollars, dependent upon where the building would be moved to.

- Option 3: Remove

Demolish the building. A total demolition of the building was estimated in 2018 to cost approximately \$15,000.

- A brief timeline of the Section House project may be helpful to provide context:

In 2017 the Section House was moved from it's historic location on Front Street (now westbound lanes of FM 1093) to it's current location in Frances Smart Park.

In May of 2018 PGAL Architects was hired to provide professional cost evaluation services . There were three estimates prepared:

- Re-creation of the building with an exterior shell only - \$194,045
- Recreation with interior work - \$386,483
- Restoration of the entire building - \$783,023.07

- Through the latter half of 2018 and early part of 2019, the Section House was discussed at various City Council meetings. On February 19, 2019 City Council voted to authorize the demolition of the Section House at a cost not to exceed \$50k.

On June 18, 2019 Council directed Staff to seek proposals for the use, cost and potential funding of the Section House restoration/renovation.

Informal estimates from three building contractors were gathered:

- Coastal Homes – recommended restoration at an estimated cost of \$250-300K;
- William Robinson, General Contractor – restoration for an estimated \$150-200K and re-creation at an estimated \$300-500K;
- Portfolio Builders - re-creation at an estimate of \$375-450K.

- Concurrently, on July 31, 2019 the City posted an RFP (Request for Proposal) seeking an interested party to work with the City on the restoration/rehabilitation and programming of the Section House building. The RFP was closed on August 23, 2019 with no submittals received.

- In June of 2020, City Council granted the Historic Preservation and Museum Commission five months to gather written and signed pledges equal to at least 50% of the prior bid package (average amount of the three bids done in 2019).

RECOMMENDATION

Staff requests that City Council give direction regarding next steps on the Section House project.