

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

COUNCIL MEMBER: John Kelly

Patterson

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly

CITY ATTORNEY: J. Grady Randle

Kopecky

SPECIAL CITY COUNCIL MEETING

December 15, 2020

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, December 15, 2020 AT 5:30 PM** IN IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

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

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

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

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

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

IV. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO CONTRACT WITH MUNICODE FOR THE PURPOSES OF ENTERING INTO AN AGREEMENT FOR HOSTING THE CITY OF FULSHEAR'S CODE OF ORDINANCES ONLINE**
- B. CONSIDER AND POSSIBLE ACTION TO APPROVE A LANDSCAPE MAINTENANCE AGREEMENT WITH YELLOWSTONE LANDSCAPE FOR LANDSCAPE SERVICES**
- C. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT AN UTILITY EASEMENT FROM TPHTL ROGERS, LLC,**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE INFORMATION TECHNOLOGY PURCHASES THROUGH CMIT SOLUTIONS TALLING TO \$90,369.54**
- E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND THE CITY OF ROSENBERG FOR THE PURCHASE OF GOODS AND SERVICES**
- F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-497, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3A AND IMPOSING CONDITIONS ON SAME**
- G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE INFORMATION TECHNOLOGY PURCHASES THROUGH DATABANK TALLING TO \$161,409.12**

V. ADJOURNMENT

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE

SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-346-1796 FOR FURTHER INFORMATION.

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON THURSDAY, DECEMBER 10, 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: 12/15/2020

ITEMS: IV.A.

DATE SUBMITTED: 12/2/2020

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER & KIM KOPECKY

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO CONTRACT WITH MUNICODE FOR THE PURPOSES OF ENTERING INTO AN AGREEMENT FOR HOSTING THE CITY OF FULSHEAR'S CODE OF ORDINANCES ONLINE

Expenditure Required: NOT TO EXCEED \$100,000 OVER TEN YEAR CONTRACT TERM

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In 2017 the City of Fulshear entered into a contract with Municode to host the City's Code of Ordinances online. This contract ended in 2020 and on October 13, 2020 the City of Fulshear opened formally advertised proposals for RFP #2020-004 for **Publication, Supplementation and Online Code Hosting Services**. Proposals were received from:

Franklin Publishing
Municipal Code Corporation
General Code

After evaluation by the staff committee, a recommendation is made to the Fulshear City Council to award this contract to **Municipal Code Corporation** for submitting the most advantageous proposal. The proposed contract is for a one year term renewable to a maximum of ten years and \$100,000 in total expenditures, over the ten year period.

This includes an initial cost of \$2,500 for the codification and addition of new ordinances since the last major update, schedule of fees for future ordinance additions and an approximately \$1,000 annual hosting base fee.

Because the total amount over the life of the contract may exceed \$50,000 pursuant to City purchasing policy Staff asks for City Council approval.

Municode is also the current host of the City's Code of Ordinances.

RECOMMENDATION

Staff recommends approval of the agreement with Municode for online hosting of the City's Code of Ordinances.

ATTACHMENTS:

Description	Upload Date	Type
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Partially Executed Contract
Summary of Proposals

12/3/2020
12/3/2020

Backup Material
Backup Material

AGREEMENT
#2021-004
Publication, Supplementation and Online Code Hosting 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

Municipal Code Corporation dba Municode
1700 Capital Circle SW
Tallahassee, FL 32310
Attn: Steffanie W. Rasmussen
(800) 262-2633 x 1148
steff@municode.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 for a one (1) year initial term with the option to renew for up to an additional nine (9) one-year renewals, 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 **\$100,000.00**.
- 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:

Municipal Code Corporation dba Municode
1700 Capital Circle SW
Tallahassee, FL 32310
Attn: Steffanie W. Rasmussen
(800) 262-2633 x 1148
steff@municode.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 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

death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

9.2 House Bill 89 Certification

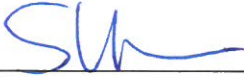
Conditioned upon its requirements, the undersigned certifies that the Company named above, under the provisions of Subtitle F, title 10, Government Code Chapter 2271:

Does not boycott Israel currently; and
 Will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Municipal Code Corporation dba Municode

City of Fulshear



 Signature Date

 Signature Date

Steffanie W. Rasmussen

 Printed Name

Jack Harper
 Printed Name

Vice President of Client Services

 Title

City Manager
 Title

APPENDIX A



CONNECTING YOU & YOUR COMMUNITY

REQUEST FOR PROPOSAL NO. 2021-04 CODIFICATION SERVICES

Fulshear, Texas Best and Final Offer

RFP Closing date: October 13, 2020 by 2:00 p.m. CT

BAFO Submittal Date: November 18, 2020

Valid for 90 days



Krystal Hays

Legal Account Executive
Office: 800-262-2633 ext. 7481
Direct: 940-465-4240
Email Krystal@municode.com
PO Box 2235 Tallahassee, FL 32316

LETTER OF INTEREST

November 18, 2020

Mr. Charles Oberrender
Purchasing Coordinator
City of Fulshear
2955 FM 1093, Suite #12B
Fulshear, TX 77441

via email: coberrender@fulsheartexas.gov

Mr. Oberrender:

Thank you for the opportunity to submit our Best and Final Offer (BAFO) in response to the City's Request for Proposals (RFP) No. 2021-04 for Publication, Supplementation and Online Code Hosting Services. We appreciate the City's time and consideration in evaluating our response to the RFP.

Having partnered with the City in the creation of the new Code in 2017, we value our relationship with the City very highly. Along with our original proposal's reduced costs for supplementation and online hosting via MunicodeNEXT, this BAFO includes a reduction in the cost quoted for Supplement No 3 to the Code. We are currently holding 24 ordinances from July 16, 2019 through July 21, 2020 for inclusion in Supplement No. 3, which is anticipated to be a large supplement. Via this BAFO, we have revised the RFP quote of **\$3,000** for the codification of ordinances through **July 21, 2020** to a reduced cost of **\$2,500** to include **all legislation enacted through December 31, 2020**.

We hope the City will consider that while we may not have offered the lowest proposal cost, we firmly believe that we offer the best codification services possible. Our experienced team of legal editors and proofreaders remain committed to offering the most timely and accurate supplement services possible. Our team of Internet Technology professionals continues to enhance our Code hosting website, MunicodeNEXT, which offers the most reliable and advanced online features and capabilities available nationwide. Not all codifiers have the capability to publish the City's 2017 and 2018 historical online code versions (CodeBank) or to replicate the City's online OrdBank repository of 29 individual ordinances, each linked to the Code's history notes. We continue to invest in both our staff and in technology in order to provide our clients with superior services at a very competitive price. It is our hope that we have served the City well in the past, and it would be our honor to continue to do so for many years to come!

If you have any questions or need additional information, please contact Legal Account Executive Krystal Hays (Krystal@municode.com, 940-465-4240). Thank you for considering our Best and Final Offer in response to RFP No. 2021-04.

Submitted by: MUNICIPAL CODE CORPORATION

Municode Officer: 

Title: Steffanie W. Rasmussen, Vice President of Client Services

Accepted by: CITY OF FULSHEAR, TEXAS

By: _____

Title: _____

Date: _____

SECTION 2.4.1: CODE CONVERSION AND REPUBLICATION- REPUBLICATION & SUPPLEMENTS

As a current Municode customer, no database conversion is necessary for this project! If republication services are desired, we will clean up the pagination, reprint all pages and replace binders and tabs upon request. The time frame for completion of Supplement No. 3 is approximately 30 days, and republication of the entire Code (including the completion of Supplement No. 3) is anticipated to take approximately 45 days.

- Republication (Optional)** **No charge¹**
- ★ Removal of supplement numbers
 - ★ Updating of preliminary pages (title page, officials' page, and preface)
 - ★ New page numbers
 - ★ Creation of a consistent style
 - ★ Incorporation of Graphics² & tabular³ matter
 - ★ 5 printed copy or copies of the new Code with post binders and divider tabs
 - ★ Inclusion of legislation, Ordinance Nos. 2019-1301 through **December 31, 2020** **\$2,500⁴ ~~\$3,000~~**
 - ★ Current Code can remain posted online in HTML format during conversion republication project

If replacing binders, colors are available in Semi-Bright Black, Dark Blue, Green and Burgundy. Stamping is available in either Gold or Silver. If elected, we will provide you with a Style Checklist and work with you to determine the desired font and format of the republished Code.

- Supplement Service⁵ Single Column, per page cost includes:** **\$18 ~~\$19~~**
- Inclusion of **all adopted legislation from Ord. No. 2019-1301 through Dec. 31, 2020**
at the not to exceed cost of ~~\$3,000~~ **\$2,500** for supplement services.

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work & Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you⁶
- ★ Updating electronic versions⁷ and online code
- ★ Printing 5 copies
- ★ Freight no charge!
- ★ Images, graphics and tabular matter (IGTM's) no charge!
- ★ Color Printing no charge!

Electronic media options for Code of Ordinances and/or Supplements (sent via download)⁸

- | | |
|---|--|
| <input type="checkbox"/> Folio Bound Views | \$150 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$50 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$50 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$50 per update |

¹ Republication services do not include reorganizing the numbering or structure of the Code, legal review by an attorney or any substantive changes or edits to the existing Code content.

² Includes printing all copies. No additional charge for color printing.

³ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁴ Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

⁵ All prices quoted in this section may be increased annually in accordance with the Consumer Price Index (CPI) for All Urban Consumers.

⁶ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements. Per the RFP, we will anticipate bi-weekly electronic updates with a quarterly printed supplement schedule, while utilizing OrdBank/OrdLink to post legislation online in PDF format between updates.

⁷ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

⁸ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

SECTION 2.7: COST OF PROPOSED SOLUTION – ONLINE CODE HOSTING

MunicodeNEXT Online Code

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of 3,700 codes on MunicodeNEXT [here](#). **Please check the appropriate box (es) to indicate your selection:**

Current Services: My Municode - Value Pricing!

- MyMunicode** annually. **\$995 \$1,065⁹**
Includes [MunicodeNEXT](#) (Online Code), [OrdBank](#), [CodeBank](#), [CodeBank Compare](#) + [eNotify](#), [MuniPRO](#), and [Custom Banner](#)

A LA CARTE ONLINE FEATURE SELECTIONS

STANDARD ONLINE CODE HOSTING

- [Online Code = MunicodeNEXT](#), annually **\$395**
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc. Post public notes, external links or documents within the contents of your online Code to keep your citizens informed of current issues pertinent to specific sections of your Code.

OPTIONAL SERVICES

- [CodeBank](#) annually **\$100**
Permanent online collection of previous versions of the code.
- [OrdBank](#) annually (or per ordinance) **\$250**
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only. **(\$25)**
- [OrdBank + OrdLink](#) annually (or per ordinance) **\$350**
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended. **(\$50)**
- [CodeBank Compare + eNotify](#)¹⁰ annually **\$150**
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- [MuniPRO](#) Service annually (*sample Ordinance Service*) **\$295**
Search over 3,700 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- [Custom Banner](#) one-time fee **\$150**
Customize MunicodeNEXT to match the look of your website.
- [MuniDocs](#)¹¹ annually, upgraded self-loading capabilities (*first 3 months at no charge*) **\$350¹²**
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

RECOMMENDED ADDITIONAL SERVICES (See pages 14 and 15)

- [MunicodeMEETINGS](#) Agenda Management Software, annually (**discounted for current client**) **\$2,400**
Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

⁹ Total value if each item were to be purchased a la carte would be approximately \$1,385 for each publication per year with participation in our OrdBank service.

¹⁰ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹¹ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹² Includes up to 25GB data storage. Quote for additional document storage is available upon request.

Composite Scoring

		Evaluator #1	Evaluator #2	Evaluator #3		Evaluator #1	Evaluator #2	Evaluator #3		Evaluator #1	Evaluator #2	Evaluator #3	
Factors		Franklin Legal			Franklin Avg	General Code			General Code Avg	Municipal Code			Municipal Code Avg
Comments	30 points – Content of Proposed Solution	26	28	23	25.67	22	27	22	23.67	26	30	30	28.67
Comments	20 points – Qualifications and Experience	17	20	19	18.67	15	20	19	18	19	20	20	19.67
Comments	10 points - References	8	10	10	9.33	7	9	10	8.67	10	10	10	10
	40 points - Cost of Proposed Solution	34.75	34.75	34.75	34.75	26.91	26.91	26.91	26.90863848	40.00	40.00	40.00	40
Totals		85.75	92.75	86.75	88.42	70.91	82.91	77.91	77.24	95.00	100.00	100.00	98.33

Municipal Code has highest average score

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

AGENDA OF: 12/15/2020

ITEMS: IV.B.

**DATE
SUBMITTED:** 11/25/2020

DEPARTMENT: Public Works

PREPARED BY: Dan McGraw

PRESENTER: Dan McGraw

SUBJECT: CONSIDER AND POSSIBLE ACTION TO APPROVE A LANDSCAPE MAINTENANCE AGREEMENT WITH YELLOWSTONE LANDSCAPE FOR LANDSCAPE SERVICES

Expenditure Required: \$110,000

Amount Budgeted: \$110,000

Funding Account: 500-000-5472-03 and 100-520-5472-03

Additional Appropriation Required: N/A

Funding Account: N/A

EXECUTIVE SUMMARY

In July of 2020, staff contracted landscape services with Yellowstone Landscape through the Co-Op "Choice Partners" to assist with the landscaping and maintenance of the city Right of Way mowing and the water/wastewater facility landscape needs.

The short term agreement with Yellowstone Landscape went from July 2020 through September 30, 2020 for summer mowing and to assist the Public Works department with the heavy workload.

Yellowstone performed very well over the three months and also assisted us with a special mowing of the medians from FM 1463 to James Lane to accommodate the Wildflower seeding and have proven to be a good partner.

Moving forward, staff would like to continue the landscape services with Yellowstone to ensure our City landscaping maintenance needs are met weekly, monthly and yearly keeping the City of Fulshear well manicured all year long without interruption.

This Agreement will commence on the effective date and shall remain in effect until September 30, 2022, unless earlier terminated as provided herein. The City has the option to renew for additional terms subject to renewal by the Choice Partners cooperative upon agreement of both parties.

A summary of the cost per acre is as follows:

Total Fine Cut Acres = 13 @ \$69/Acre

Total Rough Cut Acres = 69 @ \$46.25/Acre

RECOMMENDATION

City Council approve a landscape maintenance contract with Yellowstone Landscape.

ATTACHMENTS:

Description	Upload Date	Type
Scope Landscape Maintenance	12/6/2020	Backup Material
Yellowstone Pricing Exhibit	12/7/2020	Exhibit

City of Fulshear Right of Way & Utility Mowing Acres							
Lift Stations	Approximate Acreage Fine cut/Weed/Edge/Trash pick up before mowing	Water Plants	Approximate Acreage Fine cut/Weed/Edge Trash pick up before mowing	Wastewater Plants	Approximate Acreage Fine cut/Weed/Edge Trash pick up before mowing	ROW Mowing	Approximate Acreage Rough Cut Trash pick up before mowing
Frequency of Mowing	11 times/year		11 times/year		11 times/year		6/Mid-July to End of September
Cross Creek Ranch LS 1 5750 1/2 Cross Creek Bend Ln.	0.25	Cross Creek Ranch WP 1 28228 1/2 FM 1093	0.6	Cross Creek Ranch WWTP 29002 1/2 FM 1093	6	McKinnon Ln	1.5
Cross Creek Ranch LS 2 7127 1/2 W. Cross Creek Bend Ln.	0.25	Cross Creek Ranch WP 2 4339 1/2 Cross Creek Bend Ln.	1.5	City of Fulshear WWTP 30618 FM 1093	0.2	Bois D'Arc	11.3
Cross Creek Ranch LS 3 6555 1/2 W. Flewellen Way	0.25	Cross Creek Ranch WP 3 7903 1/1 Cross Creek Bend Ln.	2			* FM 1093 ROW	55
Cross Creek Ranch LS 4 4333 1/2 Cross Creek Bend Ln.	0.25	City of Fulshear WP1 5 Huggins Road	0.7			Red Bird Lane	1.3
Cross Creek Ranch LS 5 28850 1/2 FM 1093	0.25						

City of Fulshear LS 2 8145 Houston St.	0.25						
City of Fulshear LS 3 5411 Lake Hill Farm Way	0.25						
City of Fulshear LS 4 29916 FM 1093	0.25						
City of Fulshear LS 5 30923 Spanish Moss Crossing	0.25						
City of Fulshear LS 6 29915 Valley Terrace Dr.	0.25						
City of Fulshear LS 7 29835 1/2 Forest Hills Ln.	0.25						
City of Fulshear LS 9 4929 1/2 Fulshear Trace	0.25						
Total all	3		4.8		6.2		75.1
Total Fine Cut Acres	14						
Total Rough Cut Acres	75.1						

* ROW includes medians
and set backs from FM
1463 to Texas Heriatge
PKWY.

Appendix A

City of Fulshear Right of Way & Utility Mowing Acres

Lift Stations		Approximate Acreage Fine Cut/Weed/Edge/Trash Pick Up Before Mowing	Water Plants		Approximate Acreage Fine Cut/Weed/Edge/Trash Pick Up Before Mowing	Wastewater Plants		Approximate Acreage Fine Cut/Weed/Edge/Trash Pick Up Before Mowing	ROW Mowing	Unit Cost	Approximate Acreage Fine Cut/Weed/Edge/Trash Pick Up Before Mowing
Frequency of Mowing	Per Frequency	43 times/year	Address	Per Frequency	43 times/year	Address	Per Frequency	43 times/year	Address	Per Frequency	18 times/year
Cross Creek Ranch LS 1 5750 1/2 Cross Creek Bend Ln.	\$27.90	0.15	Cross Creek Ranch WP 1 28228 1/2 FM 1093	\$41.85	0.6	Cross Creek Ranch WWTP 29002 1/2 FM 1093	\$416.25	6	McKinnon Lane	\$69.30	1.5
Cross Creek Ranch LS 2 7127 1/2 W. Cross Creek Bend Ln.	\$27.90	0.15	Cross Creek Ranch WP 2 4339 1/2 Cross Creek Bend Lane	\$103.95	1.5	City of Fulshear WWTP 30618 FM 1093	\$13.95	0.2	Bois D'Arc Road	\$522.45	11.3
Cross Creek Ranch LS 3 6555 1/2 W. Flewellen Way	\$27.90	0.15	Cross Creek Ranch WP 3 7903 1/1 Cross Creek Bend Lane	\$138.60	2				* FM 1093	\$2,543.85	55
Cross Creek Ranch LS 4 4333 1/2 Cross Creek Bend Ln.	\$27.90	0.15	City of Fulshear WP 1 5 Huggins Road	\$48.60	0.7				Red Bird Lane	\$60.30	1.3
Cross Creek Ranch LS 5 28850 1/2 FM 1093	\$27.90	0.15									
City of Fulshear LS 2 8145 Houston St.	\$27.90	0.15									
City of Fulshear LS 3 5411 Lake Hill Farm Way	\$27.90	0.15									
City of Fulshear LS 4 29916 FM 1093	\$27.90	0.15									
City of Fulshear LS 5 30923 Spanish Moss Crossing	\$27.90	0.15									
City of Fulshear LS 6 29915 Valley Terrace Dr.	\$27.90	0.15									
City of Fulshear LS 7 29835 1/2 Forest Hills Ln.	\$27.90	0.15									
City of Fulshear LS 9 4929 1/2 Fulshear Trace	\$27.90	0.15									
Total	\$334.80	2		\$333.00	4.8		\$430.20	6.2		\$3,195.90	69.1

Total Yearly/Facility \$14,396.40 \$14,319.00 \$18,498.60 \$57,526.20

Yearly Grand Total \$104,740.20

Total Fine Cut Acres 13 \$69/Acre

Total Rough Cut Acres 69.1 \$46.25/Acre

* ROW includes medians and set backs from FM 1463 to James Lane

**UTILITY EASEMENT
(0.2616 Acres)**

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

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

1. THAT, TPHTL Rogers, LLC, a Delaware limited liability company (collectively, "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto THE CITY OF FULSHEAR, TEXAS ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and water reuse utility lines, and all related below ground connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing a total of approximately 0.2616 acre (11,395 square feet) situated in the Churchill Fulshear League, Abstract No.A-29, Fort Bend County, Texas and being out of called 56.84 acre tract as described in deed filed for record under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012014316, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (collectively, the "Easement Tract"); provided, notwithstanding the foregoing, other than the City of Fulshear welcome sign currently located in the Easement Tract, that signs, billboards, markers or the like that advertise, promote, designate, or locate Grantee or any building, office or department of Grantee such as a welcome sign or a mileage sign shall be expressly prohibited and shall not be included as a Facility. TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement,

together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise. "Permitted Encumbrances" shall mean all: (i) covenants, conditions, restrictions, and other matters of record in the County Clerk's Office of Fort Bend County, Texas; (ii) applicable zoning and building ordinances and land use regulations; and (iii) matters that would be disclosed by an accurate survey or inspection of the Easement Tract. Notwithstanding anything herein to the contrary, any rights, titles or interests in such rights and appurtenances including all necessary rights to ingress, egress and regress are conveyed without express or implied warranty, and all warranties that might arise by common law and the statutes of the State of Texas are excluded.

2. THE EASEMENT IS GRANTED BY GRANTOR AND ACCEPTED BY GRANTEE WITHOUT WARRANTY (SAVE AND EXCEPT GRANTOR'S SPECIAL WARRANTY OF TITLE) OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) ANY CLAIM BY GRANTEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE EASEMENT TRACT AND (ii) THE COMPLIANCE OR LACK THEREOF OF THE EASEMENT TRACT WITH GOVERNMENTAL REGULATIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, NOW EXISTING OR HEREAFTER ENACTED OR PROMULGATED, AND IS MADE "AS IS," "WHERE IS" AND WITH ALL FAULTS.

3. Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract only and the right to bring and operate such equipment on the Easement Tract only as may be reasonably necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

4. Grantee will (i) restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair,

maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein.

5. Subject to the limitations set forth herein in this Paragraph 5, Grantor expressly reserves the right to the use and enjoyment of the Easement Tract and to grant other and further easements in and to the Easement Tract, or any portion thereof, for any and all purposes; provided, however, that such use and enjoyment of the surface Easement Tract and further easements shall not interfere with, obstruct, or restrict the use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee (which shall not be unreasonably withheld, conditioned or delayed), (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, or plant or locate any trees, vegetation, or shrubs on the Easement Tract (provided, however, that Grantor is expressly permitted to install and maintain a monument sign and landscaping (grass, small plants and shrubs, flowers and irrigation) within the Easement Tract and to cross the Easement Tract with one or more paved roads and utilities); (ii) install pipelines; or (iii) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor or Grantor's heirs, legal representative, successors, and assigns.

Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain the Facilities within the Easement Tract and operate thereon all necessary machinery and equipment to efficiently prosecute such work.).

6. The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor, its legal representative, successors, and assigns, and Grantee and its legal representatives, successors and assigns.

7. Any notice or other communication to be given or served upon any party hereto in connection with this agreement must be in writing and delivered to the party (i) in person or via courier, (ii) by email (with a copy following in the United States mail or by other means of delivery permitted herein), (iii) by overnight delivery service (including FedEx), or (iv) by certified mail, return receipt requested. If such notice is given in person, via courier or via email, such notice will be deemed to have been given when received. If such notice

is sent by overnight delivery service, such notice is deemed received at the time of first attempted delivery of such notice. If such notice is sent by certified mail, such notice will be deemed received three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Any notice, however delivered, that is confirmed or acknowledged (excluding any automatically generated electronic acknowledgement) by a party below to have been received by such party is effective notice. Notices or other communication will be sent to the parties at the following addresses:

If to Grantor:
Trendmaker Homes, Inc.
16340 Park Ten Place, Suite 250
Houston, Texas 77084
Attn: Collins Pier
Phone: (281) 675-3727

If to Grantee:
City of Fulshear
P.O. Box 279
30603 FM 1093 Rd
Fulshear, TX 77441
Attn: City Manager
Phone: 281-346-1796

Any party may change its address, email address or telephone number for the purpose of this paragraph by giving written notice of such change to each of the other parties in the manner herein provided at least fifteen (15) days prior to the date of giving such notice. To be effective, such notice of change must expressly state that it is given for the purpose of changing the notice provisions of this agreement. To the extent actual receipt is required, rejection or other refusal to accept or the inability to deliver because changed address of which no notice was received shall be deemed to be receipt of the notice, demand, request or other communication sent.

8. The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this agreement or the Easement shall be entitled to recover from the other party, in addition to all other remedies or damages, reasonable attorneys' fees and court costs, including, without limitation, appellate costs, incurred in such suit. This agreement may be enforced by either Grantor or Grantee in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain the violation thereof or to recover damages by reason thereof. The failure of either party to enforce any term or provision of this agreement shall not be deemed a waiver of the right to do so thereafter. No bond shall ever be required of either party as a condition of any injunction or restraining order, or if required for any reason whatsoever, it is specially agreed that a bond in an amount not to exceed One Thousand (\$1,000.00) Dollars shall be deemed reasonable and satisfactory for all purposes.

9. This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes but all of which being deemed to be one and the same agreement, and is effective as of the effective date written below. If, and to the extent that, any clause or provision of this agreement is deemed by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable under present or future laws effected during the term of this agreement, then, in that event, it is the intention of the parties hereto that the remainder of this agreement shall not be affected thereby and shall remain in full force and effect. Each person executing this agreement warrants and represents that he/she is fully authorized to do so. The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor or Grantee may be an individual (either male or female), a corporation, a partnership, limited liability company or a group of two or more individuals, corporations, limited liability companies or partnerships. Any recitals in this agreement are represented by the parties hereto to be accurate and constitute a part of the substantive agreement. This instrument contains the entire agreement between Grantor and Grantee relating to the rights herein granted and the obligations herein assumed, and the parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein. Any modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties hereto. One or more waivers of any covenant, term or condition of this agreement by either Grantee or Grantor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition and no waiver shall be effective unless contained in a writing signed by the party charged with the waiver. The consent or approval by either Grantee or Grantor to or of any act by either Grantor or Grantee requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Nothing contained in this agreement shall be construed to make any party hereto partners or joint venturers with any other party. Time is of the essence with respect to the performance of the covenants and agreements contained in this agreement.

10. This agreement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to the provisions pertaining to conflicts of law. This agreement is performable in Fort Bend County, Texas. Venue for this agreement is in Fort Bend County, Texas. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Grantor shall have the right to convey and transfer the Easement Tract in whole or in part. The words "herein," "hereof," "hereunder" and other words of similar import when used in this agreement refer to this agreement as a whole, and not to any particular article, section or subsection.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2020.

GRANTOR:

TPHTL ROGERS, LLC,
a Delaware limited liability company

By: TRI POINTE HOMES ROGERS, LLC,
a Delaware limited liability company,
its Administrative Member

By: TRENDMAKER HOMES, INC.,
a Texas corporation,
its Sole Member

By: _____
Collins Pier, Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December ____, 2020, by _____, the _____ of TPHTL Rogers. LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of TEXAS

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

GRANTEE:

THE CITY OF FULSHEAR, TEXAS

By: _____
Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 202____,
by Aaron Groff, Mayor of the City of Fulshear, Texas.

Notary Public, State of TEXAS

EXHIBIT A

Description of Easement Tract

EXHIBIT B

Depiction of Easement Tract

EXHIBIT A

0.2616 Acre
(11,395 Sq. Ft.)

Churchill Fulshear League, A-29
Fort Bend County, Texas

STATE OF TEXAS
COUNTY OF FORT BEND

UE2

0.2616 Acre Utility Easement

Being a 30 foot wide, 0.2616 acre (11,395 square foot) tract situated in the Churchill Fulshear League, Abstract No. A-29, Fort Bend County, Texas and being out of a called 56.84 acre tract as described in deed filed for record under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012014316 and further described by metes and bounds as follows: (bearings and distances are referenced to the Texas Coordinate System of 1983, South Central Zone, 4204)

BEGINNING at a point for the intersection of the southwest Right-of-Way (R.O.W.) line of F.M. Highway 359 (100 feet wide) and the south R.O.W. line of Rogers road (60 feet wide), for the northeast corner of said called 56.84 acre tract and the northeast corner of the herein described easement, from which a found 5/8-inch iron rod with cap stamped "RPLS 1534/4035" bears North 87° 39' East, 0.99 feet;

THENCE, departing said south R.O.W. line of Rogers Rd., along said southwest R.O.W. of F.M. Highway 359, being the same as the northeast property line of the said called 56.84 acre tract, and along a curve to the left, having an arc length of 365.18 feet, a radius of 1959.86 feet, a delta angle of 10° 40' 33", a chord bearing South 44°35'00" East, and a chord distance of 364.65 feet to a point being the southeast corner of said called 56.84 acre tract, the northeast corner of the remainder of a called 60.472 acre tract as described in deed filed in Volume 2569 Page 506 of the Fort Bend County Deed Records (F.B.C.D.R.), and the southeast corner of the herein described easement;

THENCE, South 37°41'14" West, departing said southwest R.O.W. line of F.M. Highway 359, along the north line of said remainder of a called 60.472 acre tract and the south line of said called 56.84 acre tract, a distance of 30.03 feet to a point for the southwest corner of the herein described easement;

THENCE, departing the north line of said remainder of a called 60.472 acre tract and the south line of said called 56.84 acre tract, and along a curve to the right, having an arc length of 394.45 feet, a radius of 1989.86 feet, a delta angle of 11° 21' 28", a chord bearing North 44°16'42" West, and a chord distance of 393.80 feet to a point on said south R.O.W. line of Rogers Rd., for the northwest corner of the herein described easement;

THENCE, North 87°38'47" East, along said south R.O.W. line of Rogers Rd., a distance of 37.35 feet along the north property line of said called 56.84 acre tract to said **POINT OF BEGINNING**, containing 0.2616 acres (11,395 square feet) of land.



[Handwritten Signature] 5-29-19
David Powell Brister, RPLS 6537

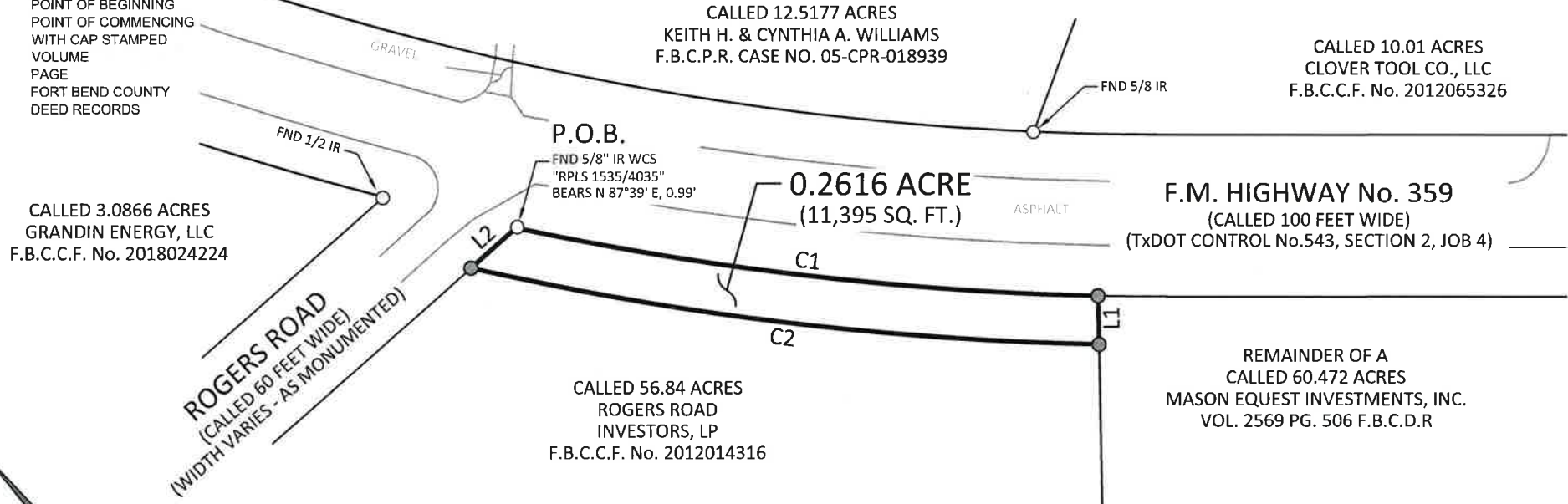
MBCO Engineering, LLC.

ABBREVIATIONS LEGEND:

F.B.C.C.F. FORT BEND COUNTY CLERK'S FILE
 FND FOUND
 IR IRON ROD
 No. NUMBER
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 WCS WITH CAP STAMPED
 VOL. VOLUME
 PG. PAGE
 F.B.C.D.R. FORT BEND COUNTY DEED RECORDS

EXHIBIT B

CHURCHILL FULSHEAR LEAGUE, A-29

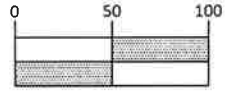


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	365.18	1959.86	010°40'33"	S44°35'00"E	364.65
C2	394.45	1989.86	011°21'28"	N44°16'42"W	393.80

LINE TABLE		
LINE	BEARING	LENGTH
L1	S37°41'14"W	30.03
L2	N87°38'47"E	37.35



GRAPHIC SCALE



1 inch = 100 ft.



[Signature]
 David Powell Brister, RPLS 6537

NOTES:

1. There exists a separate Metes and Bounds description of this easement.
2. Corners have not been staked, unless noted otherwise.
3. All bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204.

UE2

NO.	DATE	REVISION
DRAWN BY: JAP	SCALE: 1" = 100'	FB No.
APP'VD BY: DPB	DATE: 05/28/2019	PRJ. No. 61.19.01 UE2

**EXHIBIT OF A
 30' WIDE UTILITY EASEMENT
 0.2616 ACRE (11,395 SQ. FT.)
 CHURCHILL FULSHEAR LEAGUE, A-29
 FORT BEND COUNTY, TEXAS**



1505 Highway 6 South
 Suite 180
 Houston, Texas 77077
 TBPE Reg. No. F16850
 TBPLS Reg. No.
 10194112
 Phone: 281-760-1656
 www.mbcengineering.com

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

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

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

ksherborne@abhr.com

Katie Sherborne
Of Counsel

December 2, 2020

Ms. Kim Kopecky
City Secretary
City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

Re: Notices of Assignment of Utility Agreement (the "Utility Agreement") between the City of Fulshear (the "City") and Trendmaker Homes, Inc. ("Trendmaker") and Development Agreement (the "Development Agreement") between the City and Trendmaker

Dear Ms. Kopecky:

I have enclosed the following documents for filing in the City records:

1. Notice of Assignment of the Utility Agreement from Trendmaker to TPHTL Rogers, LLC ("TPHTL"); and
2. Notice of Assignment of the Development Agreement from Trendmaker to TPHTL.

Please let me know if you have any questions.

Sincerely,



Katie Sherborne

Enclosures

December 2, 2020

Page 2 of 2

cc: Mr. Byron Brown
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
(w/enclosures; via regular mail and email)

Mr. Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
(w/enclosures; via regular mail and email)

Mr. Zach Goodlander
City of Fulshear
P.O. Box 279
Fulshear, Texas 77441
(w/enclosures; via regular mail and email)

Ms. Sharon Valiante
City of Fulshear
P.O. Box 279
Fulshear, Texas 77441
(w/enclosures; via regular mail and email)

November 23, 2020

City of Fulshear
P.O. Box 279
Fulshear, Texas 77471
Attn: City Secretary

Re: Notice Under Utility Agreement

Dear Sir/Madam:

Reference is made to that certain Utility Agreement dated as of June 9, 2020 (as amended, the "Development Agreement"), by and between The City of Fulshear, Texas (the "City"), and Trendmaker Homes, Inc., a Texas corporation ("Trendmaker"), with respect to certain property more particularly described therein (the "Property").

In accordance with the terms of the Utility Agreement, Trendmaker hereby gives notice to the City that pursuant to an Assignment and Assumption of Utility Agreement (copy attached hereto) that has been or is being recorded in the Real Property Records of Fort Bend County, Texas that in connection with the purchase of the Property by TPHTL Rogers, LLC, a Delaware limited liability company ("TPHTL"), that Trendmaker has assigned its rights and obligations under the Utility Agreement to TPHTL, an affiliate of Trendmaker. The notice information for "Developer" shall remain the same as set forth in the Utility Agreement.

Sincerely,

TRENDMAKER HOMES, INC.,
a Texas corporation

By: 
Name: Collins Pier
Title: Vice President

November 23, 2020

City of Fulshear
P.O. Box 279
Fulshear, Texas 77471
Attn: City Secretary

Re: Notice Under Development Agreement

Dear Sir/Madam:

Reference is made to that certain Development Agreement dated as of June 9, 2020 (as amended, the "Development Agreement"), by and between The City of Fulshear, Texas (the "City"), and Trendmaker Homes, Inc., a Texas corporation ("Trendmaker"), with respect to certain property more particularly described therein (the "Property").

In accordance with Section 8.04 of the Development Agreement, Trendmaker hereby gives notice to the City that pursuant to an Assignment and Assumption of Development Agreement (copy attached hereto) that has been or is being recorded in the Real Property Records of Fort Bend County, Texas that in connection with the purchase of the Property by TPHTL Rogers, LLC, a Delaware limited liability company ("TPHTL"), that Trendmaker has assigned its rights and obligations under the Development Agreement to TPHTL, an affiliate of Trendmaker. The notice information for "Developer" shall remain the same as set forth in the Development Agreement.

Sincerely,

TRENDMAKER HOMES, INC.,
a Texas corporation

By: 
Name: Collins Pier
Title: Vice President

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

AGENDA OF: 12/15/2020

ITEMS: IV.D.

**DATE
SUBMITTED:** 12/4/2020

DEPARTMENT: Building Services

PREPARED BY: JESUS ESCOBAR

PRESENTER: JESUS ESCOBAR AND ZACH
GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE INFORMATION TECHNOLOGY
PURCHASES THROUGH CMIT SOLUTIONS TOTALLING TO \$90,369.54

Expenditure Required: \$90,369.54

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account: CARES Act (COVID-19) allocated for City of Fulshear

EXECUTIVE SUMMARY

Overview: This business purchase through Cares Act dollars, the use of which was already approved by the county, will upgrade our infrastructure to provide a stable archiving environment for all City Documents and future storage space. We will be expanding our storage pool and upgrading old IT equipment pertaining to PD, Development services, and other City departments. In light of COVID-19 with the push to move more City archived documents and services online, and allow for the potential of remote work, these are much needed infrastructure improvements.

Quote # 2012037 & 2012036:

These Invoices focuses on upgrading our server storage pool and server memory storage. This would allow storage for more data and adding more virtual servers for the expansion of the City.

Quote # 2012035:

This Invoice focuses on upgrading outdated IT equipment within PD, Development services and provides equipment to other City Services and or buildings.

RECOMMENDATION

Staff recommends the purchase of IT services and equipment through CMIT Solutions.

ATTACHMENTS:

Description	Upload Date	Type
QUOTE - E0003482	12/4/2020	Backup Material
QUOTE - E0003484	12/4/2020	Backup Material
QUOTE - E0003477	12/4/2020	Backup Material



CMIT Solutions of Houston-Katy
 20300 Franz Rd., Ste. 2-22
 Katy, TX 77449
 Main: (713) 979-5280
 Fax: (713) 979-5299

Estimate

For: **City of Fulshear**

Estimate #: **E0003482**

Product Type: **Networking Project**

Sales Rep: **LaVergne, Jeffrey J**

Project Name: **Upgrades and Expansion**

Quote Date: **11/23/2020**

Estimate Name: **512GB RAM Upgrade per Host**

Expires: **12/15/2020**

Item Description	Qty	Price Ea	Price Total
Hardware			
Dell 32GB Dell Branded RAM Module - Covered by server support warranty.	32	590.36 ea	18,891.52 T
Shipping & Freight	1	20.25	20.25

Labor

All services hours are estimates based on known, identified scope of work, and will vary dependent upon the actual time used. At the end of the project, all unbilled service hours will be due and payable upon the completion of the project.

PS Server: Note - A trip charge of \$44 will be incurred for on-site work.	0	123.50 hr	0.00 T
PS Server: vMotion all VMs to 1 host, shutdown other host, install memory, restart host, vMotion VMs to other host, and repeat process. Balance VMs among hosts when complete.	2	123.50 hr	247.00 T

Please Note:

Since most hardware and software is custom and unique per customer and implementation, payment must be received in full for hardware, software and third party services prior to CMIT Solutions of Houston-Katy placing any orders for hardware, software and third party services.

Due to promotional and changing hardware and software pricing, this estimate will expire on the date shown and will need to be re-estimated if the date passes before project initiation.

Type	TOTALS		
	INITIAL	MONTHLY	TOTAL
Hardware	18,911.77	0.00	18,911.77
Labor	247.00	0.00	247.00
SUBTOTAL	19,158.77	0.00	19,158.77
<i>Sales Tax Exempt</i>	0.00	0.00	0.00
TOTAL	19,158.77	0.00	19,158.77

Thank You for choosing CMIT Solutions of Houston-Katy!!!



CMIT Solutions of Houston-Katy
 20300 Franz Rd., Ste. 2-22
 Katy, TX 77449
 Main: (713) 979-5280
 Fax: (713) 979-5299

Estimate

For: **City of Fulshear**

Estimate #: **E0003484**

Product Type: **Networking Project**

Sales Rep: **LaVergne, Jeffrey J**

Project Name: **Upgrades and Expansion**

Quote Date: **11/23/2020**

Estimate Name: **Storage Upgrades**

Expires: **12/15/2020**

<u>Item Description</u>	<u>Qty</u>	<u>Price Ea</u>	<u>Price Total</u>
Hardware			
Synology 12-Bay Rackstation, 80TB Raw RAID 6, 960GB SSD Cache in RAID 1, 32GB RAM, Rail Kit. Offsite Backup Storage	1	7,851.78 ea	7,851.78 T
Synology 12-Bay Expansion Shelf with Redundant Power, 60TB Raw RAID 10, 960 GB SSD Cache in RAID 1, Rail Kit. Primary Storage	1	6,541.67 ea	6,541.67 T
Synology 12-Bay Expansion Shelf, 80TB Raw Storage RAID 6, 960GB SSD Cache in RAID1, Rail Kit. Backup and Offsite Backup Storage	2	5,459.67 ea	10,919.34 T
Other Storage Expansion, NAS2 Main Shelf. 8TB drives X 4 (Expands existing to 64TB Raw), 960GB SSD Cache X 2, 8GB Additional RAM (32 total)	1	2,117.07 ea	2,117.07 T
Shipping & Freight	1	265.70	265.70

Labor

All services hours are estimates based on known, identified scope of work, and will vary dependent upon the actual time used. At the end of the project, all unbilled service hours will be due and payable upon the completion of the project.

PS Server: NOTE - Work is assumed to be completed during normal working hours and is priced as such. It is also assumed that all installation/move work will be completed on the same day.	0	123.50 hr	0.00 T
PS Server: Note - On-site services will incur a trip charge of \$44/technician/trip. Estimated total trip charges are \$88.	0	123.50 hr	0.00 T
Pre-Onsite Configuration			
PS Server: Initial configuration (installation of drives in shelves, Offsite Backup Repository configuration)	4	123.50 hr	494.00 T
Onsite Installation			
PS Server: Onsite installation of additional drives, memory, and expansion shelf in NAS2 (backup NAS). Expand current volume and create new volume on expansion shelf. (2 techs)	4	123.50 hr	494.00 T
PS Server: Installation of expansion shelf in NAS1 (Primary storage). Configure new volume on expansion shelf and connect to vmWare for storage access. (2 techs)	4	123.50 hr	494.00 T
PS Server: Installation of offsite backup repository server in new office. Configure backup copy jobs across VPN and test (2 techs)	4	123.50 hr	494.00 T

Please Note:

Since most hardware and software is custom and unique per customer and implementation, payment must be received in full for hardware, software and third party services prior to CMIT Solutions of Houston-Katy placing any orders for hardware, software and third party services.

Due to promotional and changing hardware and software pricing, this estimate will expire on the date shown and will need to be re-estimated if the date passes before project initiation.

<u>Type</u>	<u>TOTALS</u>		
	<u>INITIAL</u>	<u>MONTHLY</u>	<u>TOTAL</u>
Hardware	27,695.56	0.00	27,695.56
Labor	1,976.00	0.00	1,976.00
SUBTOTAL	29,671.56	0.00	29,671.56
<i>Sales Tax Exempt</i>	0.00	0.00	0.00
TOTAL	29,671.56	0.00	29,671.56

Thank You for choosing CMIT Solutions of Houston-Katy!!!



CMIT Solutions of Houston-Katy
 20300 Franz Rd., Ste. 2-22
 Katy, TX 77449
 Main: (713) 979-5280
 Fax: (713) 979-5299

Estimate

For: **City of Fulshear**
 Product Type: **Networking Project**
 Project Name: **Upgrades and Expansion**
 Estimate Name: **Infrastructure Upgrade**

Estimate #: **E0003477**
 Sales Rep: **LaVergne, Jeffrey J**
 Quote Date: **11/19/2020**
 Expires: **12/15/2020**

<u>Item Description</u>	<u>Qty</u>	<u>Price Ea</u>	<u>Price Total</u>
Hardware			
Fortinet Fortigate 81F with 1 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	5	2,558.00 ea	12,790.00 T
APC 2200VA Rackmount UPS with Network Management Card - Offsite Backup Storage and Network Equipment	1	2,188.34 ea	2,188.34 T
APC 1500VA Rackmount UPS with Network Management Card - New Office Network Equipment	1	1,218.44 ea	1,218.44 T
Ubiquiti Edgeswitch, 48 Port, 500W	10	1,172.14 ea	11,721.40 T
APC 1500VA Floor/Shelf UPS with Network Management Card	6	1,010.93 ea	6,065.58 T
Ubiquiti Unifi AC Access Point - Ceiling Mount	6	165.71 ea	994.26 T
Fortinet Fortigate Rack Mount Kit	4	163.00 ea	652.00 T
Ubiquiti Single Mode 10GB GBIC, 2-Pack	1	107.45 ea	107.45 T
Ubiquiti SFP+ 10GB DAC Cable	7	20.98 ea	146.86 T
Shipping & Freight	1	714.88	714.88

Labor

All services hours are estimates based on known, identified scope of work, and will vary dependent upon the actual time used. At the end of the project, all unbilled service hours will be due and payable upon the completion of the project.

PS Server: NOTE - Work is assumed to be completed during normal working hours and is priced as such. It is also assumed that all installation/move work will be completed over 2 days.	0	123.50 hr	0.00 T
PS Server: NOTE - On-site services will incur a trip charge of \$44/technician/trip. Estimated total trip charges are \$176.	0	123.50 hr	0.00 T
Pre-Install Base Configuration			
PS Network: Configuration and programming of network equipment (Fortigates, switches, UPS)	8	123.50 hr	988.00 T
On-Site Install and Testing			
PS Network: On-site installation and testing of equipment at existing locations and new offices. Removal of existing networking equipment from City Hall and relocate to new offices. (2 techs)	32	123.50 hr	3,952.00 T

Please Note:

Since most hardware and software is custom and unique per customer and implementation, payment must be received in full for hardware, software and third party services prior to CMIT Solutions of Houston-Katy placing any orders for hardware, software and third party services.

Due to promotional and changing hardware and software pricing, this estimate will expire on the date shown and will need to be re-estimated if the date passes before project initiation.

<u>Type</u>	TOTALS		
	<u>INITIAL</u>	<u>MONTHLY</u>	<u>TOTAL</u>
Hardware	36,599.21	0.00	36,599.21
Labor	4,940.00	0.00	4,940.00
SUBTOTAL	41,539.21	0.00	41,539.21
<i>Sales Tax Exempt</i>	0.00	0.00	0.00
TOTAL	41,539.21	0.00	41,539.21

Thank You for choosing CMIT Solutions of Houston-Katy!!!

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

AGENDA OF: 12/15/2020 **ITEMS:** IVE.
DATE 12/6/2020 **DEPARTMENT:** Public Works
SUBMITTED:

PREPARED BY: Sharon Valiante, Public Works Director **PRESENTER:** Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND THE CITY OF ROSENBERG FOR THE PURCHASE OF GOODS AND SERVICES

Expenditure Required: Expenditures determined as cooperative purchasing is used

Amount Budgeted: Funding accounted for in various General, Utility and CIP accounts

Funding Account: Various General, Utility and CIP accounts

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

From time to time, cities utilize cooperative purchasing opportunities to acquire goods and services for various municipal operations. One of those purchasing opportunities is to utilize other municipal contracts that have already been through the competitive bid process.

The City of Fulshear and the City of Rosenberg would like to have the opportunity to utilize each's competitively bid contracts for goods and services by entering into an Interlocal Agreement (ILA) , which is presented for consideration.

Among the numerous contracts that generally are utilized, are concrete pavement repair, sidewalk repair, pavement markings, sign materials, signal poles/parts/assemblies, mowing/landscaping, just to name a few.

Staff and legal have reviewed the ILA and are recommending the ILA for approval.

RECOMMENDATION

City Council approve and authorize the City Manager to execute the Interlocal Agreement between the City of Fulshear and the City of Rosenberg.

ATTACHMENTS:

Description	Upload Date	Type
ILA - Fulshear and Rosenberg	12/6/2020	Exhibit

**INTERLOCAL AGREEMENT FOR PURCHASING SERVICES
BY AND BETWEEN THE CITY OF ROSENBERG AND
THE CITY OF FULSHEAR, TEXAS**

This **Interlocal agreement for Purchasing Services** (the “Agreement”) is made and entered into pursuant to Chapter 791, Texas Government Code, and Chapter 271, Texas Local Government Code, by and between the City of Rosenberg, Texas (“Rosenberg”), a home-rule municipality, and the City of Fulshear, Texas (“Fulshear”), a home-rule municipality.

WHEREAS, Rosenberg desires Fulshear’s assistance in purchasing certain goods and services; and

WHEREAS, Fulshear desires Rosenberg’s assistance in purchasing certain goods and services; and

WHEREAS, Fulshear is capable of and willing to assist Rosenberg in purchasing certain goods and services as specified in this Agreement on behalf of Rosenberg for the benefit of Rosenberg’s residents and Rosenberg is willing to assist Fulshear in purchasing certain goods and services as specified in this Agreement on behalf of Fulshear for the benefit of Fulshear’s residents; and

WHEREAS, Rosenberg and Fulshear find that this Agreement serves a public purpose;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits to be derived hereunder, Rosenberg and Fulshear agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide for purchasing services.

ARTICLE II

TERMS AND CONDITIONS

2.01 Rosenberg appoints Fulshear as its true and lawful purchasing agent for the purchase of certain goods and services through Fulshear’s purchasing program.

2.02 Fulshear appoints Rosenberg as its true and lawful purchasing agent for the purchase of certain goods and services through Rosenberg’s purchasing program.

- 2.03 This Agreement shall apply only to those goods and services which either party desires to purchase for its own needs and for which the other party desires to purchase the same or similar goods and services under the same terms and conditions as would apply to the contracting party's own purchases, provided that, the contracted vendor agrees, as applicable, to purchases in Rosenberg under the contract between the vendor and Fulshear or the purchases in Fulshear under the contract between the vendor and Rosenberg.
- 2.04 The goods and services purchased pursuant to the Agreement shall be procured in accordance with Texas law. The cost for goods and services purchased by Rosenberg pursuant to this Agreement shall be the prices as reflected by a contract executed by Fulshear. The cost for goods and services purchased by Fulshear pursuant to this Agreement shall be the prices as reflected by a contract executed by Rosenberg.
- 2.05 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by the contracting party. The contracting party shall be responsible for and shall incur all costs for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the procurement of the goods and services hereunder. The contracting party shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the purchasing party at all reasonable times for inspection.
- 2.06 Nothing herein shall obligate either party to purchase any goods or services from the other party nor shall either party be obligated to include the other party in any procurement effort.

ARTICLE III

DISPUTES

- 3.01 Fulshear and Rosenberg agree that the ordering of goods and services purchased pursuant to this Agreement shall be each party's individual responsibility and that any dispute arising between the contracted vendor and Rosenberg shall be handled between Rosenberg and the contracted vendor, and any disputes arising between the contracted vendor and Fulshear shall be handled between Fulshear and the contracted vendor. Contracted vendors shall bill each party directly for the goods and services ordered by it.

ARTICLE IV

LIABILITY

- 4.01 The parties shall be responsible to the contracted vendor only for the goods and services ordered by and received by the party who ordered and received those goods or services, and shall not by the execution of this Agreement assume and liability or waive any rights under the applicable contract or as provided by law.

ARTICLE V

PRICE AND PAYMENT OF GOODS AND SERVICES

- 5.01 Goods and services purchased pursuant to this Agreement will be purchased for the price stated in the contract received and awarded by the contracting party to the vendor. Each party agrees to pay the vendor directly for all goods and services delivered, requested or picked up by the party in accordance with the price specified in the contracting party's contract with the vendor. Both parties agree to pay for such purchases in accordance with Chapter 2251, Texas Government Code.
- 5.02 Ownership of goods purchased by Rosenberg shall transfer directly from the contracted vendor to Rosenberg. Ownership of goods purchased by Fulshear shall transfer directly from the contracted vendor to Fulshear.

ARTICLE VI

APPLICABLE LAWS

- 6.01 Rosenberg and Fulshear agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII

NOTICES

- 7.01 All reports, payments, invoices and other notices required to be given in connection with this Agreement shall be addressed as follows:

if to City of Rosenberg:

City of Rosenberg
P.O. Box 32
2110 4th Street
Rosenberg, TX 77471
Attn: City Manager or Designee

if to City of Fulshear:

City of Fulshear
P.O. Box 279
30603 FM 1093
Fulshear, TX 77441
Attn: City Manager or Designee

ARTICLE VIII

TERM

- 8.01 The term of this Agreement shall commence upon approval of both parties. This Agreement shall automatically renew annually unless sooner terminated as provided in this agreement. Rosenberg or Fulshear may terminate this Agreement at any time and for any reason by giving sixty (60) days advance written notice of termination to the other party.

ARTICLE IX

CURRENT REVENUES

- 9.01 Rosenberg and Fulshear understand and agree that each party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to each party. Further, Rosenberg and Fulshear affirmatively find that the division of costs associated with this Agreement fairly and adequately compensates each party for its services or functions performed under this Agreement.

ARTICLE X

ASSIGNABILITY

- 10.01 Neither party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder.

ARTICLE XI

WHOLE AGREEMENT

11.01 This Agreement, as provided herein, constitutes the complete agreement between parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE XII

SEVERABILITY

12.01 This Agreement is made and is interpreted under the laws of the State of Texas. In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been part of this Agreement.

ARTICLE XIII

AUTHORITY

13.01 Rosenberg and Fulshear each represent that this Agreement has been executed by duly authorized representatives of each entity.

(Execution Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF ROSENBERG, TEXAS

CITY OF FULSHEAR, TEXAS

John Maresh, City Manager

Jack Harper, City Manager

Date

Date

ATTEST:

ATTEST:

City Secretary

City Secretary

Date

Date

SEAL:

SEAL:

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

AGENDA OF: 12/15/2020

ITEMS: IV.F.

**DATE
SUBMITTED:** 12/7/2020

DEPARTMENT: Public Works

PREPARED BY: Sharon Valiante, Public Works
Director

PRESENTER: Sharon Valiante, Public Works
Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2020-497, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3A AND IMPOSING CONDITIONS ON SAME

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The Fulshear Municipal Utility District No. 3A (the "District") and Fort Bend Jordan Ranch LP, a Texas limited partnership (the "Property Owner"), have submitted a petition to add additional land, the tract of land, to the District. The District was organized and created by the 83rd Texas Legislature of the State of Texas, SB 1910, 83rd Texas Legislature of the State of Texas, adding Chapter 8487 to the Special Local Laws Code, as a conservation and reclamation district created under the essential to accomplish the purposes of Section 59, Article XVI, and Section 52, Article III, of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code as amended..

The tract of land, currently identified as Tract 4, is located near the Jordan Ranch development area where there is substantial growth, both residential and commercial. The Tract requires the acquisition and installation of adequate water and wastewater, storm drainage, roads, parks and recreational facilities to provide for the health and welfare of the future inhabitants.

The Resolution 2020-497 provides the City's consent for the annexation of the additional land, 360.60 acres, into the District, which will facilitate development in this area, which will provide for the general nature of the work to be done within the tract. The development is in an area that is experiencing substantial and sustained residential and commercial growth and will have an ultimate value estimated at \$36.3M.

the Consent provides for the following restrictions on the District:

Before any construction activity can begin, plans and specifications of water sanitary sewer, drainage and road facilities and related improvements to serve the District shall be approved by the City. All plans and specifications will conform to the applicable standards of the City. All "as-builts" will be delivered to the City in a geographic information system format.

RECOMMENDATION

City Council consent to the annexation of land into the District.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2020-497	12/7/2020	Resolution
Petition - Exhibit A Annex Land Mud 3A	12/7/2020	Exhibit
Land Annex Map MUD 3A	12/7/2020	Backup Material

RESOLUTION NO. 2020-497

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3A AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the “City”) received the Petition for Consent to Addition of Land to a Municipal Utility District (“Petition”) of Fulshear Municipal Utility District No. 3A (the “District”) and Fort Bend Jordan Ranch, LP, (collectively, “Petitioner”), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks to add that certain 360.60 acre tract or tracts of land described therein (the “Land”) to the District, the same being wholly located within the extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, section 54.0165 of the Texas Water Code and section 42.0425 of the Texas Local Government Code provide that the District may not add land that is located in the ETJ of the City unless the City Council of the City of Fulshear, Texas (the “City Council”) gives its written consent in accordance with section 54.016 of the Texas Water Code; and

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on the ____ day of _____ 2020.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

EXHIBIT A

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

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

The undersigned, Fulshear Municipal Utility District No. 3A, (the "District") and Fort Bend Jordan Ranch LP, a Texas limited partnership (the "Property Owner"), respectfully petition the City of Fulshear, Texas for its consent to the addition of land to the District. In support of this Petition, the District would show the following:

I.

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

II.

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

III.

Property Owner is the holder of title to the Tract as shown by the Fort Bend County Tax Rolls and conveyances of record. The only lienholder on the Original Property is Texas Capital Bank, and such lienholder has consented to this Petition by separate instrument.

IV.

The District was organized and created pursuant to Senate Bill 1910, 83rd Texas Legislature of the State of Texas, adding Chapter 8487 to the Special Local Laws Code (the "Creation Legislation"), as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI, and Section 52, Article III, of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended.. The District is organized for the purposes found in Chapter 54, Texas Water Code, as amended, and Special Districts Local Laws Code Chapter 8487 to provide for:

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

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

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

V.

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

VI.

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

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

VII.

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

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$36,300,000.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED THIS OCTOBER 30, 2020.

“DISTRICT”

FULSHEAR MUNICIPAL UTILITY DISTRICT
NO. 3A



President, Board of Directors
Glen Nordt

ATTEST:




Secretary, Board of Directors

THE STATE OF TEXAS

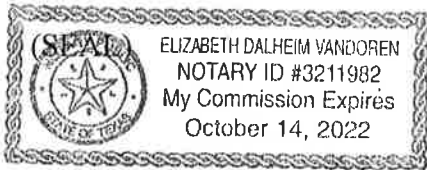
§
§
§

COUNTY OF Harris

This instrument was acknowledged before me on the 21st day of September, 2020,
by Glen Nordt, President of the Board of Directors of Fulshear Municipal
Utility District No. 3A, a political subdivision, on behalf of said political subdivision.



Notary Public in and for
the State of Texas



Elizabeth Dalheim Vandoren
Name printed or typed
Commission Expires: 10-14-2022

“PROPERTY OWNER”

FORT BEND JORDAN RANCH LP,
a Texas limited partnership

By: Johnson Jordan Ranch GP LLC,
a Texas limited liability company,
its general partner

By: [Signature]
Stephen A. Sams, Vice President

THE STATE OF TEXAS

COUNTY OF Fort Bend

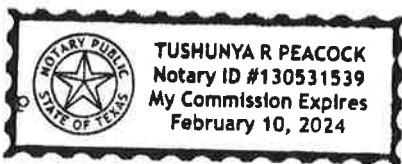
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§
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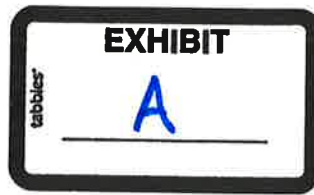
This instrument was acknowledged before me on the 29th day of September,
2020, by Stephen A. Sams, Vice President of Johnson Jordan Ranch GP LLC, a Texas limited
liability company, general partner of Fort Bend Jordan Ranch LP, a Texas limited partnership, on
behalf of said corporation and authorized agent of said limited partnership.

Tushunya B. Peacock
Notary Public in and for
the State of Texas

(SEAL)

Tushunya B. Peacock
Name printed or typed
Commission Expires: 2/10/24





**FULSHEAR
MUNICIPAL UTILITY DISTRICT
NO. 3A**

**ANNEXATION OF
360.60 ACRES**

IN THE
H. & T.C.R.R. CO. SURVEY, SECTION 105, A-261
AND THE J. D. VERMILLION SURVEY, A-339
FORT BEND COUNTY, TEXAS

**ANNEXATION TRACT 3 102.35 ACRES
ANNEXATION TRACT 4 258.28 ACRES**



Eric D. Johnson

10/30/2020



TRACT 3

All that certain 102.35 acres of land, in the H. & T.C.R.R. CO. Survey, Section 105, A-261, being a portion of the 1352.43 acre tract described in the deed from The Massimo Fabio Silvestri Irrevocable Trust dated December 30, 2005 and The Rocco Paolo Silvestri Trust dated December 30, 2005 to Fort Bend Jordan Ranch LP, recorded under File No. 2015027940 in the Official Public Records of Fort Bend County, Texas, being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a ½ inch iron pipe found for a northwest corner of said 1352.43 acre tract, common to the southwest corner of the 92.15 acre tract described in the deed from Memorial Willow Creek Farms II, LLC. to Forestar/MWC WCF LLC recorded under File No. 2012086142, in the Official Public Records of Fort Bend County, Texas, S 35° 55' 59" E for a distance of 5,083.80' to the **POINT OF BEGINNING** of herein described tract.

From the **POINT OF BEGINNING**; Thence, S 01° 54' 37" E for a distance of 822.61 feet to a point on a line.

Thence, S 01° 12' 15" E for a distance of 2565.81 feet to a point on a line.

Thence, N 86° 18' 32" W for a distance of 2357.37 feet to a point on a line.

Thence, N 11° 08' 55" W for a distance of 326.43 feet to a point on a line.

Thence, N 38° 40' 02" E for a distance of 2617.83 feet to a point on a line.

Thence, N 38° 53' 11" E for a distance of 66.87 feet to a point on a line.

Thence N 38° 42' 38" E a distance of 1050.01 feet to the **POINT OF BEGINNING**; and containing 102.35 acres of land.

TRACT 4

All that certain 258.28 acres of land, in the J. D. Vermillion Survey, A-339, being a portion of the 1352.43 acre tract described in the deed from The Massimo Fabio Silvestri Irrevocable Trust dated December 30, 2005 and The Rocco Paolo Silvestri Trust dated December 30, 2005 to Fort Bend Jordan Ranch LP, recorded under File No. 2015027940 in the Official Public Records of Fort Bend County, Texas, being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a ½ inch iron pipe found for a northwest corner of said 1352.43 acre tract, common to the southwest corner of the 92.15 acre tract described in the deed from Memorial Willow Creek Farms II, LLC. to Forestar/MWC WCF LLC recorded under File No. 2012086142, in the Official Public Records of Fort Bend County, Texas, S 87° 37' 13" E for a distance of 6,480.97' to the **POINT OF BEGINNING** of herein described tract.

From the **POINT OF BEGINNING**; Thence, N 87° 49' 30" E for a distance of 710.83 feet to a point on a line.

Thence, S 02° 10' 31" E for a distance of 2024.78 feet to a point on a line.

Thence, N 87° 53' 40" E for a distance of 894.07 feet to a point on a line.

Thence, S 01° 56' 41" E for a distance of 3119.21 feet to a point on a line.

Thence, S 87° 51' 57" W for a distance of 2691.28 feet to a point on the eastern right-of-way of Texas Heritage Parkway.

Thence, N 01° 55' 07" W for a distance of 2720.51 feet along the eastern right-of-way of Texas Heritage Parkway to the beginning of a tangential curve along eastern right-of-way of Texas Heritage Parkway.

Said curve turning to the right through 59° 31' 53", having a radius of 75.00 feet, and whose long chord bears N 27° 50' 49" E for a distance of 74.47 feet to the beginning of a tangential curve.

Said curve turning to the left through 38° 13' 02", having a radius of 270.00 feet, and whose long chord bears N 27° 50' 49" E for a distance of 176.77 feet to the beginning of a tangential curve along eastern right-of-way of Texas Heritage Parkway.

Said curve turning to the right through 68° 45' 26", having a radius of 75.00 feet, and whose long chord bears N 53° 46' 26" E for a distance of 84.70 feet to a point on a line along eastern right-of-way of Texas Heritage Parkway.

Thence, N 01° 50' 51" W for a distance of 100.00 along the eastern right-of-way of Texas Heritage Parkway to the beginning of a non-tangential curve along eastern right-of-way of Texas Heritage Parkway.

Said curve turning to the right through 68° 45' 26", having a radius of 75.00 feet, and whose long chord bears N 57° 28' 08" W for a distance of 84.70 feet to the beginning of a tangential curve along eastern right-of-way of Texas Heritage Parkway.

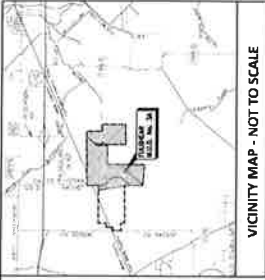
Said curve turning to the left through 38° 14' 58", having a radius of 270.00 feet, and whose long chord bears N 42° 12' 53" W for a distance of 176.92 feet to the beginning of a tangential curve along eastern right-of-way of Texas Heritage Parkway.

Said curve turning to the right through 60° 46' 38", having a radius of 75.00 feet, and whose long chord bears N 30° 57' 03" W for a distance of 75.88 feet to the beginning of a tangential curve along eastern right-of-way of Texas Heritage Parkway.

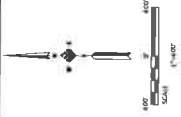
Said curve turning to the right through 26° 26' 01", having a radius of 1900.00 feet, and whose long chord bears N 12° 39' 17" E for a distance of 868.82 feet to the beginning of a non-tangential point on the southern boundary of a Trunkline Gas Pipeline Easement (30 feet wide).

Thence, N 38° 45' 26" E for a distance of 1228.13 feet along said Trunkline Gas Pipeline Easement to a point on a line.

Thence N 41° 40' 55" E a distance of 81.52 feet along said Trunkline Gas Pipeline Easement to the POINT OF BEGINNING; and containing 258.28 acres of land.



VICINITY MAP - NOT TO SCALE



TRACT NO.	TRACT AREA (ACRES)	TRACT AREA (SQ. FT.)	TRACT AREA (SQ. YD.)
1	493.86	33,810,000	3,867,778
2	83.17	5,680,000	642,222
3	102.35	6,960,000	796,667
4	258.78	17,500,000	1,988,889

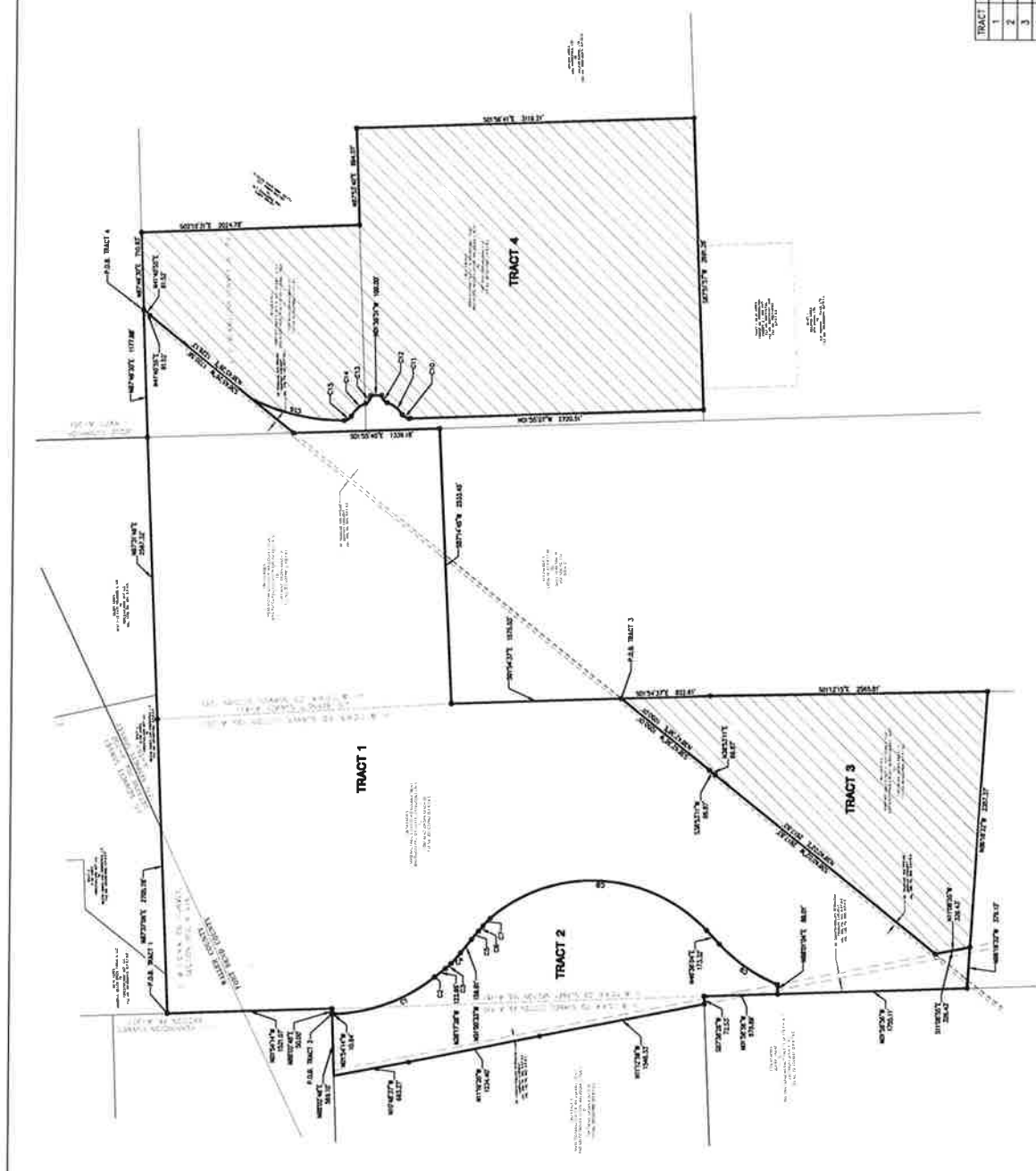
THE STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the above is a true and correct copy of the original as filed in my office on _____, 2011.

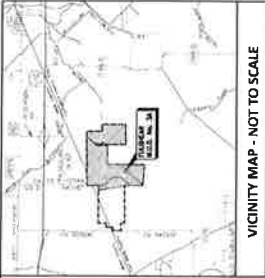
Freddie J. [Signature]
COUNTY CLERK

TRACT	ACREAGE
1	493.86
2	83.17
3	102.35
4	258.78

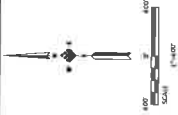
NOTES:
1. ANY EASEMENTS OR RIGHTS SHOWN ON THIS EXHIBITARY MAP ARE SUBJECT TO THE RECORDS OF THE COUNTY CLERK OF TARRANT COUNTY, TEXAS.
2. THIS IS PART OF RECORD.

ANNEXATION TRACT MAP
FOR
FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3A
FORT BEND AND WALLER COUNTIES, TEXAS





VICINITY MAP - NOT TO SCALE



LINE	BEARS	CHAINS	LINKS	INCHES	FEET	ACRES	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
1	10	100	1000	100	1000	1000	10	10	10	10	10
2	10	100	1000	100	1000	1000	10	10	10	10	10
3	10	100	1000	100	1000	1000	10	10	10	10	10
4	10	100	1000	100	1000	1000	10	10	10	10	10
5	10	100	1000	100	1000	1000	10	10	10	10	10
6	10	100	1000	100	1000	1000	10	10	10	10	10
7	10	100	1000	100	1000	1000	10	10	10	10	10
8	10	100	1000	100	1000	1000	10	10	10	10	10
9	10	100	1000	100	1000	1000	10	10	10	10	10
10	10	100	1000	100	1000	1000	10	10	10	10	10
11	10	100	1000	100	1000	1000	10	10	10	10	10
12	10	100	1000	100	1000	1000	10	10	10	10	10
13	10	100	1000	100	1000	1000	10	10	10	10	10
14	10	100	1000	100	1000	1000	10	10	10	10	10
15	10	100	1000	100	1000	1000	10	10	10	10	10
16	10	100	1000	100	1000	1000	10	10	10	10	10
17	10	100	1000	100	1000	1000	10	10	10	10	10
18	10	100	1000	100	1000	1000	10	10	10	10	10
19	10	100	1000	100	1000	1000	10	10	10	10	10
20	10	100	1000	100	1000	1000	10	10	10	10	10
21	10	100	1000	100	1000	1000	10	10	10	10	10
22	10	100	1000	100	1000	1000	10	10	10	10	10
23	10	100	1000	100	1000	1000	10	10	10	10	10
24	10	100	1000	100	1000	1000	10	10	10	10	10
25	10	100	1000	100	1000	1000	10	10	10	10	10
26	10	100	1000	100	1000	1000	10	10	10	10	10
27	10	100	1000	100	1000	1000	10	10	10	10	10
28	10	100	1000	100	1000	1000	10	10	10	10	10
29	10	100	1000	100	1000	1000	10	10	10	10	10
30	10	100	1000	100	1000	1000	10	10	10	10	10

THE STATE OF TEXAS
COUNTY OF FORT BEND
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on _____, 2011.

[Signature]
COUNTY CLERK

TRACT	ACREAGE
1	493.86
2	83.17
3	102.35
4	258.78

- NOTES:
1. ANY EASEMENTS OR RIGHTS SHOWN ON THIS EXHIBITARY MAP ARE SUBJECT TO THE RECORDS OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS.
 2. P.L. 88 - POINT OF BEGINNING.

ANNEXATION TRACT MAP
FOR
FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3A
FORT BEND AND WALLER COUNTIES, TEXAS



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

AGENDA OF: 12/15/2020

ITEMS: IV.G.

**DATE
SUBMITTED:** 12/7/2020

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER &
JESUS ESCOBAR

PRESENTER: ZACH GOODLANDER &
JESUS ESCOBAR

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE INFORMATION TECHNOLOGY PURCHASES THROUGH DATABANK TOTALLING TO \$161,409.12

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This is a business purchase through CARES Act funds, the use of which was already approved by the county. The quoted purchase will provide access to each department's archived documents electronically, and will provide each department access to the archived documents remotely and OCR (optical character recognition) searchable for any "Open Record Request". In light of COVID-19 with the push to move more City archived documents and services online, and allow for the potential of remote work, this is a much-needed item that would provide the environment to work remotely with our current COVID pandemic. It also will make the satisfying of open records request easier and more efficient.

Data Bank will pick up each departments documents, including large format construction plans, search each document to identify each departments identifiers (i.e. address, permit number, name, etc.), and scan them in as identified.

RECOMMENDATION

Staff recommends approval of the purchase though Data Bank with the use of CARES Act funds.

ATTACHMENTS:

Description	Upload Date	Type
Data Bank Quote for services	12/7/2020	Backup Material

Project Proposal



Texas DIR Approved Vendor

Contract Number DIR-TSO-4342

Client Name	City of Fulshear	Asset/Proj:	Departmental File Digitization
Account Mgr:	Charles Bass	Client Contact:	Jesus Escobar
Requestor Tel:	281-468-7779		
Requestor Email:	cbass@databankimx.com		
Proposal request #	001	Date	12/2/20

Type of Proposal		Priority:	Impact of Request	
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Requirement Change	<input type="checkbox"/> Critical	Est. Price	\$161,409.21
<input type="checkbox"/> Budget Change	<input type="checkbox"/> Schedule Change	<input checked="" type="checkbox"/> High	Est. Start Date	TBD
<input type="checkbox"/> PO Adjustment Needed	<input type="checkbox"/> New PO Required	<input type="checkbox"/> Medium	Est. Completion Date	TBD
		<input type="checkbox"/> Low		

Details of Requested Change

Requirement:

The City of Fulshear, Texas has the need to digitize their physical paper files regular (<11x17) and large format (>11x17) from their file room(s) and storage area(s).

Proposed Solution:

DataBank will pick up the boxes of files and deliver images with corresponding data. To the content management solution designated by the City or images folder by department with associated image link file for retrieval.

Resource / Schedule / Financial Impact:

DataBank will use its own vehicles and drivers to pick up approximately 594 boxes at scheduled times

Pricing: (these are all Estimates)

City Hall / City Secretary /	\$19,593.60
Public Works / Finance Payables / Alpha	\$7,026.64
Contractors	\$3,947.52
Residential Alarms	\$3,745.04
Commercial Applications	\$4,922.40
Commercial Permits / Master Plans / Custom Homes	\$37,457.20
Residential Permits	\$84,716.72
Total:	<u><u>\$161,409.12</u></u>

Other Comments:

With the approval of this proposal, DataBank will provide the complete Statement of Work.