



6611 W. Cross Creek Bend Lane, 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:** Lisa Martin **COUNCIL MEMBER:** Kent Pool
COUNCIL MEMBER: Jason Knape **COUNCIL MEMBER:** Kaye Kahlich **COUNCIL MEMBER:** Debra Cates
COUNCIL MEMBER: Joel Patterson **COUNCIL MEMBER:** Sarah B. Johnson

STAFF:

CITY MANAGER: Jack Harper **CITY SECRETARY:** Mariela Rodriguez **CITY ATTORNEY:** Byron Brown

SPECIAL CITY COUNCIL MEETING

April 18, 2023

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, April 18, 2023 AT 5:30 PM** IN THE CITY OF FULSHEAR MUNICIPAL COMPLEX, 6611 W. CROSS CREEK BEND LANE, FULSHEAR, TX 77441 FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

Incidental Meeting Notice: A quorum of the City of Fulshear City Council, Planning and Zoning Commission, City of Fulshear Development Corporation (Type A), Fulshear Development Corporation (Type B), Parks and Recreation Commission, Historic Preservation and Museum Commission, Zoning Board of Adjustment, Charter Review Commission, or any or all of these, may be in attendance at the meeting specified in the foregoing notice, which attendance may constitute a meeting of such governmental body or bodies as defined by the Texas Open Meetings Act, Chapter 551, Texas Government Code. Therefore, in addition to the foregoing notice, notice is hereby given of a meeting of each of the above-named governmental bodies, the date, hour, place, and subject of which is the same as specified in the foregoing notice.

Notice Pertaining to Social Distancing Requirements: In accordance with the Texas Open Meetings

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

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

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

IV. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2023-1417, AN ORDINANCE REPEALING APPENDIX D OF THE FULSHEAR CODE; AND AMENDING REFERENCES TO APPENDIX D**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIRST AMENDMENT TO THE GENERAL SERVICES CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT AGREEMENT 2023-009 FOR GENERATOR MAINTENANCE**
- D. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT A SPECIAL WARRANTY DEED FOR A 2.489 ACRES TRACT AT WATER PLANT SITE NO. 2**
- E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2023-1416 AMENDING ORDINANCE 2022-1387 TO IMPLEMENT WINTER AVERAGING FOR RATES AND FEES CHARGED FOR WASTEWATER SERVICES TO SINGLE FAMILY RESIDENTIAL CUSTOMERS**
- F. PROCLAMATION BY MAYOR GROFF APPOINTING A DIRECTOR TO THE FORT BEND SUBSIDENCE DISTRICT BOARD**
- G. CONSIDERATION OF RESOLUTION NO. 2023-582, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)**
- H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2023-582, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)**
- I. CONSIDERATION OF RESOLUTION NO. 2023-583 OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC**

DEVELOPMENT SALES TAX CORPORATION (1ST READING)

- J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2023-583, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE “B” ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)**

V. EXECUTIVE SESSION

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

VI. ACTION FROM EXECUTIVE SESSION

- A. CONSIDERATION AND POSSIBLE ACTION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A CITY MANAGER**

VII. 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, KATIE LEWIS, ASSISTANT CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON FRIDAY, APRIL 14, 2023 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.

KATIE LEWIS, ASSISTANT CITY SECRETARY

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

AGENDA OF: 4/18/2023 **ITEMS:** IV.A.
DATE SUBMITTED: 4/5/2023 **DEPARTMENT:** Public Works
PREPARED BY: Sharon Valiante Public Works **PRESENTER:** Byron Brown, City Attorney
Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2023-1417, AN ORDINANCE REPEALING APPENDIX D OF THE FULSHEAR CODE; AND AMENDING REFERENCES TO APPENDIX D

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

From time to time, a review of the Fulshear Code presents opportunities to simplify, clarify, refine, and generally improve the Code. Important aspects of this review is to remove portions of the Code that are no longer valid and to make the Code more effective and efficient.

A recent review found codification of the franchise agreements, which are unnecessary, and that portions of Appendix D including Article I - Solid Waste Agreement are no longer current and valid, and that the Franchise Agreements contained within the Appendix D are more appropriately kept on file and maintained by the City Secretary.

And, that there is a portion of the Code referencing Appendix D - Chapter 30 Solid Waste, Article II, Collection, Division 2, Collection Procedure and Requirements, Section 30-40, Established in collection agreement.

To simplify and be more effective and efficient with the Code, it is best served to remove Appendix D (repeal), and amend Section 30-40 to refer to the Solid Waste Collection Services Agreement as being on file with the City Secretary's Office.

Staff and legal have reviewed the information and are presenting Ordinance 2023-1417, an Ordinance repealing Appendix D and amending Chapter 30 "Solid Waste" for consideration of approval and adoption.

RECOMMENDATION

City Council approve and adopt Ordinance 2023-1417.

ATTACHMENTS:

Description	Upload Date	Type
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ORDINANCE NO. 2023-1417

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, REPEALING APPENDIX D OF THE FULSHEAR CODE; AMENDING REFERENCES TO APPENDIX D WITHIN THE FULSHEAR CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, continuously reviews the Fulshear Code for opportunities to simplify, clarify, refine, and generally improve the Fulshear Code to make it more effective and efficient and to remove portions of the Code that are no longer valid; and

WHEREAS, the City Council finds that codification of the franchise agreements contained within Appendix D of the Fulshear Code is unnecessary; that portions of Appendix D, including *Article I – Solid Waste Agreement*, are no longer current and valid; and that the Franchise Agreements contained therein are documents which are more appropriately maintained by the City Secretary; and

WHEREAS, the City Council finds that only one portion of the Fulshear Code references Appendix D, being, Chapter 30, “Solid Waste”; Article II, “Collection”; Division 2, “Collection Procedure and Requirements”; Section 30-40 “Established in collection agreement”; and

WHEREAS, the City Council wishes to repeal Appendix D of the Fulshear Code; and

WHEREAS, the City Council wishes to amend Section 30-40 to refer to the current solid waste collection services agreement on file in the City Secretary’s Office;

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

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

Section 2. “Appendix D” of the Fulshear Code is hereby repealed. This in no way is an act repealing or invalidating any of the ordinances which established the franchise agreements contained within Appendix D. Further, this in no way is an act repealing or invalidating any portion of the franchise agreements contained within Appendix D if they are not otherwise expired, repealed, or otherwise held invalid. The act of repealing Appendix D in this ordinance shall mean, and its effect shall be limited to, that Appendix D and the franchise agreements contained therein will no longer be printed in an Appendix labeled Appendix D in the Fulshear Code.

Section 3. It is hereby noted that the agreement set forth in Appendix D, Article 1 of the Fulshear Code has already expired by its own terms under Appendix D, Article 1, Section 11.00. Nothing in this Ordinance revives the expired agreement set forth in Appendix D, Article 1.

Section 4. Section 30-40 of the Fulshear Code is hereby amended to read as follows:

“Sec. 30-40. - Established in solid waste collection services agreement.

The schedule, requirements, container specifications and processing in effect in the city are as set forth in the current solid waste collection services agreement on file in the City Secretary’s Office, as may be amended and renewed from time to time, and which is available for inspection upon request.”

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Effective date. That this Ordinance shall be effective and in full effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2023.

Aaron Groff, Mayor

ATTEST:

Katie Lewis, Assistant City Secretary

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

AGENDA OF: 4/18/2023 **ITEMS:** IV.B.
DATE 2/12/2023 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIRST AMENDMENT TO
THE GENERAL SERVICES CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL

Expenditure Required:

Amount Budgeted: \$1,906,000

Funding Account: 500-170-5461-02 - Contract Sanitation Services

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The current agreement for Solid Waste and Recycling Services was approved in October 2019, with an initial term of three (3) years. The agreement allows for two (2), two (2) year renewal options for 1x a week pickup.

The initial agreement initiated under WCA, is now with Green for Life, Inc. (GFL); assigned to GFL in December 2020. GFL's official corporate name is WCA DBA Green For Life, Inc.

At the end of the initial three-year term, GFL approached staff with a proposal to consider for the next renewal period. The presentation included the rate modification calculations, based on the Consumer Price Index (CPI), and the proposed new rates. The new rates were determined in accordance with Section 22(b) of the current contract (September 202 CPI - W; US Average and the August 2021, CPI - W; US Average). Council received a presentation of the proposal from GFL and staff, and held discussions related to these services and rates.

A summary of the proposed services and the new rates are as follows and are contained in Exhibit A:

Residential Single Family

Base Bid: Modified

Combined Collection Services

Price per residential account per month

\$16.73 (breakdown below)

Service:

Solid Waste collection 1x/week - 95-Gallon GFL Poly Cart \$11.44

Recycle collection 1x/week utilizing 65-Gallon GFL Poly Cart \$5.29

Bulk / Brush collection provided 1x/week included in Solid Waste Fee

Special Notes:

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

Replacement Cart Purchase:

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

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

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

B. Commercial Services – Containers by Cubic Yards: (see Exhibit A)

Additional /month/container fee:

Restaurants:
Base Rate: \$4.12/cy of waste collected
Fuel Recovery Fee 15% of base rate/per cubic yard of waste collected
Locking devices \$15 per month per container for those requested

C. Disaster Management

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

D. Roll-Off Containers

Construction & Debris
Delivery Fee - \$129.60
20 Yard Haul Rate - \$368.28 (disposal included)
30 Yard Haul Rate - \$379.08 (disposal included)
40 Yard Haul Rate - \$389.88 (disposal included)

Solid Waste

Delivery Fee - \$129.60
20 Yard Haul Rate - \$225 + \$40.38 per ton disposal
30 Yard Haul Rate - \$225 + \$40.38 per ton disposal
40 Yard Haul Rate - \$225 + \$40.38 per ton disposal

Compactors

20yd - \$650.54
34yd/40yd - \$824.82

E. Neighborhood Block Party Events

Special Monday Residential service (10 Poly Cart maximum) - \$95.00 (coordinated and paid directly with/to GFL).

In addition to the new rates, the amendment to the agreement contains the following:

1. Term: 4 years; first year effective upon approval until September 30, 2023; next three years October 1- September 30 of each year.
2. Rates set upon effective date through September 2024
3. First rate modification based on Consumer Price Index (CPI) to be calculated in March 2024 and then each March thereafter until term ends.
4. All rate modifications to be authorized by City Council

Additional service related items of note are:

1. City-wide poly cart refresh (14,000 new solid waste and recycling carts)
2. Refreshed Solid Waste and Recycling educational materials:
 - a. Service day and guidelines
 - b. Recycle education - Do's and Don'ts
 - c. Refrigerator Magnets
 - d. Communication information - methods of contact
3. Valet Cart Services (elderly, handicap, etc)
4. GFL Customer Service Call Center
5. Spring and Fall City-wide Clean up events - roll off containers

The projected expenditures to implement the new rates are \$1,906,000.

To incorporate the proposed changes and new rates, it is necessary to amend the current agreement. Therefore, the First Amendment to the General Services Agreement for Solid Waste Collection and Disposal is presented for consideration of approval.

Staff and legal have reviewed the amendment to the agreement.

RECOMMENDATION

City Council approve the First Amendment to the General Services Agreement for Solid Waste Collection and Disposal and authorize the City Manager to execute.

ATTACHMENTS:

Description	Upload Date	Type
Letter of Assignment _WCA-GFL	4/11/2023	Backup Material
Service Information - GFL	4/11/2023	Backup Material
Rate Mod Overview	4/11/2023	Backup Material
Rate Mod Calcs	4/11/2023	Backup Material
Solid Waste Notice - Rates	4/11/2023	Backup Material
Solid Waste PR Blast	4/11/2023	Backup Material
1st Amendment to Agreement-GFL	4/13/2023	Backup Material



December 2020

Dear Valued Customer,

As you may have already heard, WCA Waste has joined the GFL Environmental group of companies effective October 1, 2020. GFL is North America's fourth largest provider of diversified environmental solutions, providing a comprehensive line of solid and liquid waste management services, as well as infrastructure and soil remediation services, through its platform of facilities across Canada and in 27 states in the United States. We hope to introduce you to all of the benefits of GFL's "One-Stop-Shop" for waste management and recycling services.

As a valued business partner, you have relied on WCA's reputation for providing a broad range of safe, environmental management services and its passionate commitment to its employees, customers, business partners and the environment. This will not change. GFL shares the same values as WCA and intends to continue to build on those values.

What does this mean for you?

WCA's local management teams will continue to lead our operations, sales and customer service groups. On customer-facing matters relating to service, pricing, contracts and partnerships, **all operations will remain business as usual. Your local WCA contacts will stay the same.** Private and public sector customers will continue to be served by your local WCA teams. In the coming months, we expect to have new resources and capabilities to offer our commercial, industrial, residential, and municipal customers.

We want to take this opportunity to thank you for putting your trust in us over the years. Employees from all WCA markets are excited about the new opportunities that lie ahead for us and our customers and communities. We remain committed to providing our customers and communities with the highest level of service in a safe and responsible manner.

With gratitude,

A handwritten signature in black ink, appearing to read 'Patrick Dovigi', written in a cursive style.

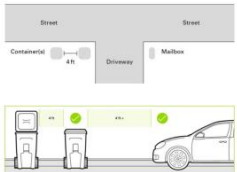
Patrick Dovigi
Founder & CEO
GFL Environmental

CONTRACT RENEWAL PROPOSAL



Cart Placement Guidelines

- Place your cart at the curb with the wheels facing your house and the lid opening toward the street.
- Keep your carts 4 feet apart and at least 4 feet from any obstacles such as mailboxes, cars, or lamp posts.
- It's generally best to place your cart at the night before your collection day.
- Keep your cart at the curb until the end of the day. Sometimes the timing of our arrival changes.



Solid Waste Guidelines

- All items inside of the cart with lid closed
- Carts placed at the curb by 7:00am
- Maintain 4 feet of space around the cart
- Do not overfill cart and no bags on top of lid or on the ground

Recycling Guidelines

- Only Acceptable items inside of cart or bin with lid closed
- Cart or bin placed at the curb by 7:00am
- Maintain 4 feet of space around the cart or bin
- Do not overfill cart or bin and no bags on top of lid or on the ground

Yard Waste Guidelines

- Grass clippings, leaves, tree trimmings, branches or other general yard waste
- Bags/Bundles weighing less than 40 lbs
- Brush/Limbs/Clean fence boards bundled in 4' lengths
- No large timbers or large fence pickets with nails
- Do not use the provided solid waste or recycling cart.

Bulky/Heavy Waste Guidelines

- Limited to 2 bulky items or 4 cubic yards per collection day
- General household items such as appliances and furniture
- Remove refrigerant/freon and doors from refrigerators/freezers and place tag on item from a professional
- No construction debris, hazardous waste, or dead animals

Contact Us:
wcaeshouston@gflenv.com
281-368-8397

City of Fulshear

YOUR SERVICES

Solid Waste

Provided 1 X time per week on **Wednesday**

Recycling

Provided 1 X time per week on **Wednesday**

Yard Waste

Provided 1 X time per week on **Wednesday**

Bulky/Heavy Waste

Provided 1 X time per week on **Wednesday**



Contact Us:
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281-368-8397



COMMINGLE RECYCLING
Safety, Knowledge and Experience — the GFL Advantage

PLEASE PLACE THE FOLLOWING ITEMS IN YOUR RECYCLING CONTAINER.



TIPS FOR SUCCESS: Empty and rinse your plastic bottles, tubs, jugs, jars, metal cans, glass bottles and jars. Flatten any cardboard boxes. **Place items loose in container, NO BAGS.**

PLEASE DO NOT PLACE THE FOLLOWING ITEMS IN YOUR RECYCLING CONTAINER.

- Aerosol cans
- Aluminum foil
- All batteries (car, lithium, etc.)
- Ceramic items
- Clothing or textiles
- Diapers
- Styrofoam cups
- Electronics
- Food-soiled items
- Hazardous waste
- Medical waste
- Plastic bags/wrap
- Scrap metal/wood
- Shredded paper
- Styrofoam/peanuts
- Hazardous waste
- Tanglers (cords, hoses, wires, etc.)
- Tires
- Toys

Green Today. Green For Life.

gflenv.com

Solid Waste and Recycling Collection Schedule

Solid Waste
Wednesday

Yard Waste
Wednesday

Recycling
Wednesday

Bulky Waste
Wednesday



Green Today. Green For Life. 281-368-8397 GFLCSHOUSTON@gflenv.com

ANNUAL RATE MODIFICATION OVERVIEW

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

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

RATE MODIFICATION CALCULATION

According to Section 22(b) of the contract

Contract Item	Contract Description	Data Used	Value for All Items	Value for Gasoline (all types)
22 b.1	Index Value on first full month prior to commencement of contract	September 2020, CPI-W; US Average	254.004	196.362
22 b.2	Index Value on the Rate Modification Date preceding the date of the statement	August 2021, CPI-W; US Average	268.387	278.142
22 b.3	Net Percentage Change		5.66%	41.65%

	90% of All Items % Change	5.09%
	10% of Gasoline % Change	4.17%
22 b.4	Composite Percentage Change (Rate Modification %)	9.26%
22.b.5	Maximum Percentage Increase Allowed	8.00%

RATE MODIFICATION CALCULATION

Current Rates for Commercial Service

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

RATE MODIFICATION CALCULATION

New Rates for Commercial Service

COMMERCIAL SERVICES (Current Rates)						Recycling Collection	MSW Extra Pickup	Container	Container
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$26.95	N/A	N/A	N/A	N/A	\$27.00	-	\$35.00	\$35.00
2	\$62.79	\$110.16	N/A	N/A	N/A	\$74.31	\$95.00	\$95.00	\$95.00
3	\$80.42	\$122.41	N/A	N/A	N/A	\$89.53	\$95.00	\$95.00	\$95.00
4	\$96.94	\$161.94	N/A	N/A	N/A	\$107.88	\$95.00	\$95.00	\$95.00
6	\$124.48	\$218.12	\$286.20	\$347.92	\$532.01	\$129.98	\$95.00	\$95.00	\$95.00
8	\$149.82	\$254.47	\$347.92	\$419.01	\$598.58	\$156.60	\$95.00	\$95.00	\$95.00

RATE MODIFICATION CALCULATION

Rates for Additional Commercial Service

Additional/month/container fee:			
Restaurants		<u>Current</u>	<u>New</u>
	Base Rate:	\$3.81/cy	\$4.11/cy
	Fuel Recover Fee:	15%	15%
	Locking Devices:	\$15/month	\$15/month

RATE MODIFICATION CALCULATION

CPI for Urban Wage Earners and Clerical Workers (CPI-W)												
Original Data Value												
Series Id:	CWUR0000SA0,CWUS0000SA0											
Not Seasonally Adjusted												
Series Title:	All items in U.S. city average, urban wage earners											
Area:	U.S. city average											
Item:	All items											
Base Period:	1982-84=100											
Years:	2012 to 2022											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219					

RATE MODIFICATION CALCULATION

CPI for Urban Wage Earners and Clerical Workers (CPI-W)												
Original Data Value												
Series Id:	CWUR0000SETB01,CWUS0000SETB01											
Not Seasonally Adjusted												
Series Title:	Gasoline (all types) in U.S. city average, urban wage											
Area:	U.S. city average											
Item:	Gasoline (all types)											
Base Period:	1982-84=100											
Years:	2012 to 2022											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	292.151	306.466	331.481	337.336	324.944	304.920	296.660	318.347	331.409	324.120	299.099	286.748
2013	287.621	316.844	321.117	309.312	312.047	313.906	312.292	310.659	306.565	291.493	281.878	283.805
2014	287.827	291.232	306.000	316.991	318.921	319.828	314.768	301.845	295.375	276.905	252.248	224.107
2015	185.640	195.883	216.525	216.519	239.433	245.449	245.006	231.676	208.168	200.236	191.589	180.216
2016	172.204	155.013	171.178	186.622	198.932	207.859	196.124	190.338	194.719	198.354	193.164	196.621
2017	207.102	202.686	205.068	213.339	210.191	206.532	201.856	209.814	231.984	219.387	225.019	217.427
2018	224.589	228.051	227.640	241.900	256.298	257.110	253.276	252.361	253.203	254.589	235.620	212.157
2019	201.264	207.178	226.102	249.551	255.623	242.960	245.077	234.608	232.443	235.838	233.090	229.424
2020	227.623	218.983	202.758	169.020	168.977	185.953	194.871	194.917	196.362	193.274	187.943	194.368
2021	207.908	222.323	248.285	253.384	263.943	269.798	276.493	278.142	279.024	289.136	297.079	290.469
2022	290.957	306.452	367.274	363.811	391.948	430.845	397.552					

Solid Waste Changes

The City of Fulshear adopts new solid waste rates.

The City of Fulshear contracts with Green for Life (GFL) to collect your trash, bulk, green waste (brush) and recycle. Per the contract agreement, GFL set new rates to perform these services. In March 2023, City Council adopted Ordinance No. 2023-1409, setting new rates for for the the city’s customers.

Residential customers will be billed based on the following rates:

	<i>Effective March 2023</i>	<i>Effective October 1, 2023</i>
Solid Waste Collection (including bulk & brush)	\$5.72 + tax/month (50% of the new rate)	\$11.44 + tax/month (100% of the new rate)
Curbside Recycling Service *	\$5.29 + tax/month	\$5.29 + tax/month

*Customers can opt out of the recycling Service – visit the website shown below

Collection services are provided **every Wednesday** between 7:00 AM and 7:00 PM. Carts must be placed on the curb by 7:00 AM to guarantee pick up.

Residential customers may request one additional cart for solid waste, one additional cart for recycling, or both. The fee collected for such additional carts shall be a one time of \$95.00 per cart.

Commercial customers will be billed based on the following rates, effective March 2023:

COMMERCIAL SERVICES						Recycling Collection	MSW Extra Pickup	Container Delivery	Container Removal
Size	1X/Week	2X/Week	3X/Week	4X/Week	5X/Week	1x per week	Charge	Delivery	Removal
95 Gallon Cart (2 Carts)	\$26.95	N/A	N/A	N/A	N/A	\$26.95	-	\$35.00	\$35.00
2	\$62.66	\$109.94	N/A	N/A	N/A	\$74.16	\$95.00	\$95.00	\$95.00
3	\$80.25	\$128.63	N/A	N/A	N/A	\$89.35	\$95.00	\$95.00	\$95.00
4	\$96.75	\$161.61	N/A	N/A	N/A	\$107.67	\$95.00	\$95.00	\$95.00
6	\$124.23	\$217.68	\$285.63	\$530.83	\$129.72	\$129.72	\$95.00	\$95.00	\$95.00
8	\$149.52	\$253.96	\$347.23	\$418.17	\$156.29	\$156.29	\$95.00	\$95.00	\$95.00

For more information on the new rates, services, and Ordinance No. 2023-1409, please visit our website at fulsheartexas.gov/services/public_utilities/solid_waste_Recycling.php

SOLID WASTE FEES

RESIDENTIAL



TRASH
\$5.72 + tax/month

(50% of the new rate)

Effective Oct. 1: \$11.44 + tax/month



RECYCLING
\$5.29 + tax/month



TOTAL
\$11.01 + tax/month

(50% of the new rate)

Effective Oct. 1: \$16.73 + tax/month



SCAN ME

Ordinance No. 2023-1409 in conjunction with the change in rates can be found on fulsheartexas.gov



FIRST AMENDMENT TO
GENERAL SERVICES CONTRACT FOR
SOLID WASTE COLLECTION AND DISPOSAL

This *First Amendment to General Services Contract for Solid Waste Collection and Disposal* (the “First Amendment”) is made and entered into this 18th day of April, 2023 (the “Effective Date”), by and between the **CITY OF FULSHEAR, TEXAS** (the “City”), a Texas municipality, and **WASTE CORPORATION OF TEXAS, L.P., DBA GFL ENVIRONMENTAL** as assignee of **WASTE CORPORATION OF AMERICA** (the “Contractor”). Collectively, the City and the Contractor may be referred to as the “Parties.”

WHEREAS, the City and Contractor entered into a *General Services Contract* for Solid Waste Collection and Disposal, having an effective date of October 1, 2019 (the “Contract”); and

WHEREAS, the City and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of \$10 and other valuable consideration, the Parties mutually agree as follows (any capitalized word not otherwise defined in this First Amendment has the definition given to it in the Contract):

1. The Termination Date stated in Part I of the Contract is amended to read: “March 31, 2027.”
2. The Renewal stated in Part I of the Contract is amended to read: “None.”
3. Part IV, “Special Terms or Conditions,” Section 22, “Modification of Rates,” subsections (a)-(b) are hereby amended to read as follows:

“22. Modification of Rates.

- (a) Upon written request by either party, and subject to approval by the City Council of the City of Fulshear, the rates charged by the contractor shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) (the “All Items CPI”) and the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category “Gasoline” (the “Gasoline CPI”), both as published by the U.S. Department of Labor, Bureau of Labor Statistics. Such upward or downward adjustment shall be made by multiplying the then-current rates by a percentage equal to ninety percent (90%) of the 12-month percent change in the All Items CPI plus ten percent (10%) of the 12-month percent change in the Gasoline CPI, being between March of the year during which the request is made and the previous March. A written request for modification of rates pursuant to this subsection must be made as soon as practicable after the publication of the All Items CPI and Gasoline CPI for March of the year during which the request is made but by no later than June 30 of such

year, and the modification of rates, if approved by the City Council, shall become effective on October 1 of such year.

(b) No modification of rates pursuant to subsection (a) shall be made effective until on or after October 1, 2024.”

4. The document attached as *Exhibit A* to the Contract is deleted in its entirety and is replaced with the document attached to this First Amendment as *Exhibit A*, which is incorporated by reference to this First Amendment and into the Contract.
5. Part IV, “Special Terms or Conditions,” Section II, “General Specifications,” is hereby amended to add a new Subsection 17.00 to read as follows:

“17.00 PROVISIONS REQUIRED BY LAW

17.01 No Israel Boycott. The Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. For purposes of this verification, “boycott Israel” means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17.02 Foreign Terrorist Organizations. The Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

17.03 Immigration. The Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

17.04 Undocumented Workers. The Contractor certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Contract, Contractor is convicted of a violation under 8 U.S.C. § 1324a(f), Contractor shall repay the amount of the public subsidy provided under this Contract, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Contractor of the violation.

17.05 Nondiscrimination Against Firearm and Ammunition Industries. The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Contract against a firearm

entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

17.06 Anti-Boycott of Energy Companies. The Contractor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the term of this Contract.

17.07 Prohibited Access to Critical Infrastructure. Contractor verifies that it does not contract with certain foreign-owned companies in connection with critical infrastructure and will not contract with certain foreign-owned companies in connection with critical infrastructure, as those terms are defined Chapter 113, Subtitle C, Title 5 of the Business & Commerce Code, as enacted by S.B. 2116, 87th Legislature, Regular Session, during the Term of this Contract.

17.08 Public Information Act. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Contract is in conflict with Texas Government Code, Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect. In accordance with Section 2252.907 of the Texas Government Code, the Contractor is required to make any information created or exchanged with the City pursuant to this Contract, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City."

6. Except as amended by this First Amendment and any previous amendments, the Contract shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be and become effective on the Effective Date hereinabove indicated.

CONTRACTOR:

By:  _____
Tony Pilkington (Apr 12, 2023 08:21 CDT)

Name: Tony Pilkington

Title: Area Vice President

CITY:

By: _____
JACK HARPER, *City Manager*






City of Fulshear 4 Year Renewal

Final Audit Report

2023-04-12

Created:	2023-04-12
By:	Tony Emilio (aemilio@gflenv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPLebIHCzrs7L8ojfAYleJq5vIZjiFhYY

"City of Fulshear 4 Year Renewal" History

-  Document created by Tony Emilio (aemilio@gflenv.com)
2023-04-12 - 1:08:29 PM GMT
-  Document emailed to Tony Pilkington (tpilkington@gflenv.com) for signature
2023-04-12 - 1:15:36 PM GMT
-  Email viewed by Tony Pilkington (tpilkington@gflenv.com)
2023-04-12 - 1:19:31 PM GMT
-  Document e-signed by Tony Pilkington (tpilkington@gflenv.com)
Signature Date: 2023-04-12 - 1:21:48 PM GMT - Time Source: server
-  Agreement completed.
2023-04-12 - 1:21:48 PM GMT

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

AGENDA OF: 4/18/2023 **ITEMS:** IV.C.

DATE SUBMITTED: 4/5/2023 **DEPARTMENT:** Public Works

PREPARED BY: Sharon Valiante **PRESENTER:** Sharon Valiante

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT AGREEMENT 2023-009 FOR GENERATOR MAINTENANCE

Expenditure Required: \$50,000

Amount Budgeted: 120,000 (Water System); \$100,000 (Wastewater System)

Funding Account: 500-100-5513-00; 500-100-5513-01

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Many of the City's facilities, including buildings and water and wastewater treatment plants, are equipped with generators, making them operational when the electrical power is out/down. To keep these generators in good operational condition it is important to provide for preventive maintenance and management.

Staff have elected to use services provided by GenServe LLC (DBA LJ Power), a company that has provided these services in prior years and is a cooperative purchasing vendor through the Texas Buyboard Contract #657-21.

LJ Power provided a cost per generator at each of the sites currently hosting/housing generators. The scope of work includes a monthly inspection and an annual service. There are optional analysis that can be utilized as needed. In addition, if repairs are recommended as a result of the inspection or annual service, the quote includes a rate sheet for determining pricing.

Contract Agreement 2023-009 is presented for consideration. The agreement is effective upon approval until September 30, 2023, and will automatically renew for an additional two one-year terms (October 1-September 30). The maximum expenditure for each term is expected to be \$50,000.

The agreement has been reviewed by staff and legal.

RECOMMENDATION

City Council approve Contract Agreement 2023-009.

ATTACHMENTS:

Description	Upload Date	Type
2023-009 Gen Maint Agreement	4/10/2023	Exhibit

AGREEMENT FOR GENERATOR MAINTENANCE
#2023-009
LJ POWER UTILIZING BUYBOARD CONTRACT #657-21

THIS AGREEMENT FOR GENERATOR MAINTENANCE SERVICES (the “Agreement”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”) by and between the CITY OF FULSHEAR, TEXAS (the “City”), a Texas municipality, and GENESERVE, LLC. DBA LJ POWER (the “Service Provider”). Collectively, the City and the Service Provider may be referred to as the “Parties.”

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

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

WHEREAS, the Service Provider desires to render such services for the City upon the terms, covenants, and conditions provided herein.

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

SECTION 1. Performance by Service Provider. At the City’s sole discretion, the City shall be entitled to engage the Service Provider to perform services, in accordance with the terms and conditions of this Agreement, as those services relate to the Project. The Service Provider agrees to perform such Services in accordance with the terms, covenants, and conditions of this Agreement.

The Service Provider is being retained to provide services as described in this Agreement to the City based on the Service Provider’s demonstrated competence and requisite qualifications to perform the scope of work described herein. The Service Provider has special knowledge, education, and skills that is of interest to the City. The City agrees to and hereby does retain the Service Provider as an independent contractor, and the Service Provider agrees to provide Services to the City, in accordance with the terms, conditions, and covenants provided in this Agreement.

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

SECTION 3. Scope of Services. The Service Provider will provide the **services** described in the attached Exhibit A (collectively, “Services”) which is hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions in this Agreement. A written scope of work and estimated cost for the project are included in Exhibit A. In the event of a conflict between any term or provision in this Agreement and any term or provision in Exhibit

A, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Exhibit A.

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

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

- a. **Contract Sum.** The City shall compensate the Service Provider for the performance of the Services per the proposal in Exhibit A. The total fees paid under this Agreement shall not exceed **\$50,000.00 per term with the total agreement not to exceed \$150,000.00.**
- b. **Invoices.** The Service Provider shall invoice the City monthly for Services rendered based on the percentage of Services completed as of the date of the invoice. The City will pay for those Services, in full, within thirty (30) days of receipt of a properly completed invoice by electronic payment or check. Invoices should be submitted to:

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

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

- c. **Budget.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Service Provider. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Service Provider's sole and exclusive remedy shall be to terminate this Agreement.
- d. **Eligible Costs.** Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever for performance of this Agreement from the monies of the City other than from the monies designated

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

SECTION 5. Time of Completion; Term; Termination.

- a. ***Time of Completion.*** The Service Provider shall begin work and the work shall be completed as stipulated in the attached **Exhibit A**.
- b. ***Term.*** This Agreement will commence on effective date, and shall remain in effect until September 30, 2023, and shall thereafter automatically renew for up to two (2) additional one-year terms being October 1- September 30, unless either party gives notice of non-renewal to the other party no less than thirty (30) days prior to the end of the then-current term, and unless terminated earlier as provided herein.
- c. ***Termination.*** The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of a notice of termination of this Agreement, the Service Provider shall follow any instructions of the City respecting work stoppage. The Service Provider shall cooperate with City and City designees to provide for an orderly conclusion of the Services. The Service Provider shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to the City, or the City's designee, at the City's request. If the City elects to continue any activities underlying a terminated Agreement after termination, the Service Provider shall cooperate with the City to provide for an orderly transfer of the Service Provider's responsibilities with respect to such Agreement to the City or the City's designee. Upon the effective date of any such termination, the Service Provider shall submit a final invoice for payment, and the City shall pay such amounts as are due to the Service Provider through the effective date of termination. The City shall only be liable for payment of services rendered before the effective date of termination. If this Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

SECTION 6. Representation of Service Provider; Obligations of Service Provider.

- a. ***Representation and Warranties of Service Provider.*** Service Provider represents and warrants that:
 1. As of the Effective Date of this Agreement, the Service Provider is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Service Provider's performance under this Agreement or that will in any way limit or conflict with the Service Provider's ability to fulfill the terms of this Agreement. The Service Provider further represents that it will not enter into any such agreement during the Term of this Agreement;
 2. The Service Provider will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or

other intellectual property contained within the deliverable. The Service Provider shall not be required to provide the City with such third-party software or 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. The Service Provider represents that all work product created under this Agreement shall be original work of the Service Provider or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third party;

3. The Service Provider and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and
 4. The Service Provider shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Service Provider's obligations under this Agreement.
- b. ***Level of Care and Skill.*** Services provided by the Service Provider under this Agreement shall be conducted in a manner consistent with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license(s), if any, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional practicing under the same or similar circumstances. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, or document, prepared by the Service Provider.
- c. ***Work on City Premises.*** Service Provider will require that its employees and agents will, whenever on City premises, comply with all reasonable instructions and directions issued by the City.
- d. ***Consultation, Reports.*** The Service Provider agrees to make available the Service Provider's representative, who shall be mutually agreed upon by the Service Provider and the City, for periodic meetings to review the progress of all work under this Agreement. The Service Provider also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Service Provider and the City, as well as copies of all documents relating to the Services performed by the Service Provider.
- e. ***No Israel Boycott.*** The Service Provider hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- f. ***Foreign Terrorist Organizations.*** The Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- g. ***Immigration.*** Service Provider represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- h. ***Undocumented Workers.*** Service Provider certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Service Provider is convicted of a violation under 8 U.S.C. § 1324a(f), Service Provider shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Service Provider of the violation.
- i. ***Nondiscrimination Against Firearm and Ammunition Industries.*** Service Provider verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- j. ***Anti-Boycott of Energy Companies.*** Service Provider verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.
- k. ***Prohibited Access to Critical Infrastructure.*** Service Provider verifies that it does not contract with certain foreign-owned companies in connection with critical infrastructure and will not contract with certain foreign-owned companies in connection with critical infrastructure, as those terms are defined by Chapter 113, Subtitle C, Title 5 of the Business & Commerce Code, as enacted by S.B. 2116, 87th Legislature, Regular Session, during the Term of this Agreement.

SECTION 7. Obligations of City.

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

SECTION 8. Termination of Agreement.

- a. **Termination.** The City, upon giving thirty (30) days' written notice to the Service Provider, may terminate this Agreement for any reason, without cause, or simply for convenience. The Service Provider, upon giving thirty (30) days' written notice to the City, may terminate this Agreement for cause.

Termination of this Agreement shall release each party from all obligations of this Agreement, except as specified in Section 6(b) of this Agreement.

- b. **Obligations of Service Provider Upon Termination.** Upon termination of this Agreement, the Service Provider shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.
- c. **Obligations of City Upon Termination.** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Service Provider agrees to render a final invoice to the City for Services performed by the Service Provider prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

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

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

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

the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

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

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

SECTION 11. Assignment and Subcontracting.

- a. **Consent Required.** Service Provider must not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.
- b. **Subcontracting.** Any subcontract made by the Service Provider with the consent of the City must incorporate, by reference, all the terms of this Agreement. Service Provider will enter into written contracts with each of its subcontractors requiring such subcontractors to obtain and maintain appropriate and reasonable insurance coverage and requiring such subcontractors to comply with the term of this Agreement, which shall be binding upon such subcontractors, as is reasonable, required, and appropriate.

SECTION 12. Other Provisions.

- a. **Force Majeure.** In the event either party is rendered unable, wholly or in part, by force majeure to carry-out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and other incapacities of any party, whether similar or those enumerated or otherwise, which are not within the reasonable anticipation or control of the party claiming such inability, which such Party should not have avoided by the exercise of due diligence and care. If delays resulting from such causes increase the cost or time required by the Service Provider to perform the Services under this Agreement, the Service Provider shall be entitled to a reasonable adjustment in schedule and, if applicable and upon written agreement of the Parties, compensation.
- b. **Status as Independent Contractor.** The City and the Service Provider are contractors independent of one another and neither party's employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- c. **Applicable Law and Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws

principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Fort Bend County, Texas.

- d. **Public Information Act.** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

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

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

IF TO CITY:

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

IF TO SERVICE PROVIDER:

GENESERVE, LLC. DBA LJ POWER
Attn: James Davis
12707 Nutty Brown Road, Unit F
Austin, Texas 78737
Email: j.david@ljpower.net

- f. **Ownership of Documents.** The final sealed documents prepared by the Service Provider shall be provided to the City, for the City’s use, in the form of a license permitting the City’s use and shall not be otherwise limited, so long as the City’s use is in accordance with applicable legal requirements.

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

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, after consultation with the legal counsel of their choosing, if desired, the Parties have executed this Agreement on the date first set forth above.

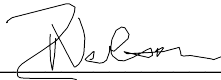
CITY:

CITY OF FULSHEAR, TEXAS

By: _____
JACK HARPER, *City Manager*

SERVICE PROVIDER:

GENESERVE, LLC. DBA LJ POWER

By:  _____
Name: Zach Nelson
Title: Sales Manager



DATE: 11/16/2022

Prepared By: tlesturgeon@genserveinc.com

ljpower.net 346-907-5119

QUOTE: 20221116-002-ND

Pricing Texas Buyboard #657-21

Term of Agreement: 10/01/2022 thru 09/30/2023

PLANNED MAINTENANCE AGREEMENT

Customer: City of Fulshear Attn: Russ Smith
Address: City of Fulshear
City: Fulshear St: TX Zip: 77441
Phone: 281-346-8812 Email: rsmith@fulsheartexas.gov

GenServe, Inc shall perform the Planned Maintenance Services as outlined below.

Table with 4 columns: Equipment ID, Equipment Model, Equipment Serial, Qty, Type of Service, Price/Service, Price/Year. Includes CCR WP1 and annual total of \$2,230.00.

Table with 4 columns: Equipment ID, Equipment Model, Equipment Serial, Qty, Type of Service, Price/Service, Price/Year. Includes CCR WP2 and annual total of \$2,195.00.

Table with 4 columns: Equipment ID, Equipment Model, Equipment Serial, Qty, Type of Service, Price/Service, Price/Year. Includes CCR WP3 and annual total of \$2,795.00.

Enclosures: Planned Maintenance Agreement, Exhibit "A" Scope of Work, Terms and Conditions

Equipment ID		Equipment Model	Equipment Serial	
COF WP Gen 1		5919140100	2085661	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$530.00	\$530.00
			Annual Total	\$780.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
COF WP Gen 2		DFEJ-1616343	E160960339	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$1,310.00	\$1,310.00
			Annual Total	\$1,560.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
COF WP Temp Gen		5919090100	0E7637	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$530.00	\$530.00
			Annual Total	\$780.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
COF SP		300KW	C170166496	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$985.00	\$985.00
			Annual Total	\$1,235.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
CCR SP		650KW	??	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$1,710.00	\$1,710.00
			Annual Total	\$1,960.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
COF LS9		C50 D6C	E190570930	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$660.00	\$660.00
			Annual Total	\$910.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
COF LS10		C125 D6D	K190677964	
Qty	Type of Service		Price/Service	Price/Year
2	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$250.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$715.00	\$715.00
			Annual Total	\$965.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
City Hall 250KW Generac		MG02050KG2014S18PPLYG	3011520290	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$875.00	\$875.00
			Annual Total	\$1,000.00

****Sales Tax is not Included in above pricing****

Equipment ID		Equipment Model	Equipment Serial	
City Hall 250KW Generac		MG0250KG20142S18PPLYG	3011575621	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
1	Annual Generator Service with 2 Hour Load Bank Test		\$875.00	\$875.00
			Annual Total	\$1,000.00

****Sales Tax is not Included in above pricing****

Scope of Work

The scope of work to be performed is outlined on the attached Exhibit "A". Genserve will render the services defined for a "Minor" Check (Inspection) or "Major" (Annual Service) on the Exhibit "A", which includes labor, parts, and travel for the outlined scope of work only. All service adjustments will be made in accordance with manufacturer's specifications using required tools and procedures and may require additional repairs to be performed upon Owners (or authorized representative) notice and approval. All work is to be performed during regular business (8a- 5p) hours on the equipment listed below. An electronic report will be provided to the customer after the time of service.

All PM Pricing assumes output voltage of no more than 480VAC, units are at ground level, and within 50 feet of parking for service trucks. Pricing is subject to adjustment if assumptions are incorrect.

Option Fluid Sample Analyses – Please check desired answer.

Sample	Tests Performed	Per Test	Yes	No
Oil	Elemental Metals Analysis by ICP/Fuel Dilution/Fuel Soot%/Water by Crackle/Viscosity @100 C	\$40.00		
Coolant	Total Hardness/SCA Number/Freeze Point, Antifreeze %/Boil Point/Conductance/Visuals/Metals Analysis	\$50.00		
Diesel Fuel	Metals Analysis/Thermal Stability/Bacteria/Fungi/Sediment/Flash Point	\$200.00		

If Samples are chosen, it will apply to each unit, unless we are informed of specific units only

Labor Rates/Parts Pricing - with Active/Current PM Agreement (Per Hour)

Type	Rate
Normal Business Hours: Monday - Friday (8AM-5PM)	\$95.00
After Hours: Monday - Friday (5PM-8AM)	\$142.50
Sundays/Holidays and Monday (12AM-8AM)	\$190.00
Mileage	2.00/Mile
Parts Discount - Off List Price	10%

**** Sample Pricing not included in this subtotal****

ANNUAL SUBTOTAL	\$17,410.00
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*This agreement is effective as of the date Agreement is accepted and signed by GenServe and Owner (or authorized representative). This agreement TERM is 1 Year, and will AUTO RENEW at the end of term with an increase of up to 3% per year or as agreed upon by BOTH PARTIES. Either party can terminate this agreement with a 30-day written notice to the other party.

Owner/Authorized Representative

LJ Power, Inc

Zach Nelson

Printed Name

Printed Name

Signature

Signature

3-15-23

Date

Date:

Exhibit "A"

GENERATOR SERVICE INSPECTION

SERVICES TO BE PERFORMED:

Quarterly Inspection: Services includes items 1 through 26

Annual Service: Service includes items 1 through 32

1. Visually inspect site equipment for leaks, defects and hazardous conditions.
2. Check engine oil and add if required.
3. Check coolant system and adjust the antifreeze/water mixture as needed.
4. Pressure test cooling system.
5. Check battery electrolyte levels and specific gravity.
6. Check and clean battery terminals and cables.
7. Check and/or lubricate governor linkages as needed.
8. Visually inspect exhaust system for leaks and deterioration. Check and drain condensation trap if applicable.
9. Check all belts for serviceability.
10. Check all hose clamps. Hoses that are deteriorated, cracked or older than three years, will be recommended for replacement at additional cost to customer.
11. Inspect air cleaner(s) at each service.
12. Check operation of the block heater.
13. Inspect brushes, commutators and or slip rings as required.
14. Inspect spark plugs, points, condenser, rotor and distributor cap.
15. Check turbocharger(s) for freedom of rotation, leaks, or carbon buildup.
16. Check gas pressure of LPG and NG units. Check for proper operation of all gaseous components and accessories.
17. Check level of main diesel fuel tank and day tank(s). Perform VISUAL diesel fuel sample. Note: Annual laboratory fuel analysis performed at an additional cost and not performed as part of the normal inspection.
18. Check "percent of fuel" or pressure in LPG fuel tanks.
19. Check and adjust float or trickle charger.
20. Check operation of the engine. Start and run unit. Check for vibrations, leaks and loose nuts and bolts. Observe engine instruments and record pressures, temperatures and battery charge rate conditions.
21. Check and record operational frequency. Amperage will also be checked if unit can be operated under load conditions with the customers' permission.
22. Verify proper operation of engine and generator safety shutdown devices.
23. Check for proper operation of transfer switch(s). Testing must be done under load in order to verify all functions of the transfer switch operation.
24. Check the operation of the automatic exercise clock.
25. Instruct owner/representative in the recommended operation and testing of the system.
26. Following each inspection, LJ Power will provide to the owner/representative, a written report. A "follow-up report will be forwarded noting any recommendations or additional work that may be required.
- 27. Change oil and oil filters annually.**
- 28. Change fuel filters, clean strainers and re-prime system.**
- 29. Check/clean and re-gap sparkplugs. Check/clean/adjust, distributor points, condensers, rotor and cap on gas/gaseous units.**
- 30. Clean and service dry type and or oil bath air filters. Recommend replacement of element at additional cost to customer.**
- 31. Verify and document rupture basin alarm operation.**
- 32. Take oil samples for analysis if applicable (Available at additional cost).**



DATE: 11/16/2022

Prepared By: Tammy leSturgeon
tlesturgeon@genserveinc.com

ljpower.net
346-907-5119

QUOTE: 20221116-TL

PRICING
TEXAS BUYBOARD 657-21

Quarterly services

QUARTERLY SERVICES QUOTE

Customer:	City of Fulshear	Attn:	Russ Smith
Address:	City of Fulshear		
City:	Fulshear	St:	TX
		Zip:	77441
Phone:	832-344-8807	Email:	rsmith@fulsheartexas.gov

Equipment ID	Equipment Model	Equipment Serial	
CCR WP1	DQFAB-5856470	E070057468	
Qty	Type of Service	Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test	\$125.00	\$125.00
Annual Total			\$125.00

Equipment ID	Equipment Model	Equipment Serial	
CCR WP2	DQCB-1327036	F130526316	
Qty	Type of Service	Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test	\$125.00	\$125.00
Annual Total			\$125.00

Equipment ID	Equipment Model	Equipment Serial	
CCR WP3	DS1000(16V2000)	95020500824	
Qty	Type of Service	Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test	\$125.00	\$125.00
Annual Total			\$125.00

Equipment ID	Equipment Model	Equipment Serial	
COF WP Gen 1	5919140100	2085661	
Qty	Type of Service	Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test	\$125.00	\$125.00
Annual Total			\$125.00

Equipment ID		Equipment Model	Equipment Serial	
COF WP Gen 2		DFEJ-1616343	E160960339	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

Equipment ID		Equipment Model	Equipment Serial	
COF WP Temp Gen		5919090100	0E7637	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

Equipment ID		Equipment Model	Equipment Serial	
COF SP		300KW	C170166496	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

Equipment ID		Equipment Model	Equipment Serial	
CCR SP		650KW	??	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

Equipment ID		Equipment Model	Equipment Serial	
COF LS9		C50 D6C	E190570930	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

Equipment ID		Equipment Model	Equipment Serial	
COF LS10		C125 D6D	K190677964	
Qty	Type of Service		Price/Service	Price/Year
1	Semi-Annual Inspection with Bldg Load Test		\$125.00	\$125.00
			Annual Total	\$125.00

QUARTERLY SUBTOTAL	\$1,250.00
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**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF: 4/18/2023 **ITEMS:** IV.D.
DATE SUBMITTED: 4/5/2023 **DEPARTMENT:** Public Works
PREPARED BY: Kayla Villagomez **PRESENTER:** Sharon Valiante, Public Works Director
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO ACCEPT A SPECIAL WARRANTY DEED FOR A 2.489 ACRES TRACT AT WATER PLANT SITE NO. 2

Expenditure Required:

Amount Budgeted: NA

Funding Account: NA

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City's Water and Wastewater Updated Master Plan, adopted by City Council in September 2021, anticipated a 4 MGD Water Plant No. 2 located within the western service area west of FM 359 near Rogers Road. Staff worked with the adjacent developer, TriPoint to secure a site within the Pecan Ridge development. The development is within Fulshear Municipal Utility District (MUD) No. 175.

The District, Fulshear MUD No. 175, is submitting a Special Warranty Deed to the City of Fulshear for conveyance of ownership of the water plant site, 2.489 acres.

The value of the infrastructure is as follows: \$127,568.72

The value was calculated pursuant to the Utility Agreement with Pecan Ridge (section 3.03) - purchase price per acre (\$51,253) multiplied by the amount of acreage conveyed (2.489). In addition, the purchase price will serve as impact fee credits towards the development's assessed impact fees for water (@2,250 per Equivalent Single Family Connection). The development is anticipated to have 900 Single Family Units. The expected Impact Fee total for this development is \$2,025,000, unless an increase is made to the overall units (limited to 10%).

The City Engineer has reviewed the site, confirming the site meets the needs and requirements of the 2021 Updated Water and Wastewater Master Plan. Legal has reviewed and has no objections to the acceptance and conveyance as presented.

RECOMMENDATION

City Council accept the Special Warranty Deed as conveyance of 2.489 acres for the Water Plant No. 2 site for a 4 MGD Water Plant.

ATTACHMENTS:

Description	Upload Date	Type
Special Warranty Deed	1/26/2023	Backup Material

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
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HOUSTON, TEXAS 77027
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Direct Line: (713) 800-6989
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keasey@abhr.com

Kathryn Easey
Legal Assistant

January 6, 2023

Via Regular Mail and Email

Ms. Kayla Villagomez kvillagomez@fulsheartexas.gov
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: Fort Bend County Municipal Utility District No. 175

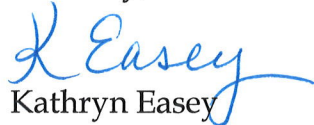
Dear Ms. Villagomez:

It is respectfully requested that the following item be placed on the City of Fulshear's City Council agenda for consideration and approval:

1. Accept conveyance of Special Warranty Deed for Water Plant Site.

The above-described document is enclosed for execution by the City. Once executed, please return the document to the undersigned for execution by the appropriate party and recordation. A recorded copy will be provided for the City's records. Thank you for your attention to this matter. Please let me know if you have any questions.

Sincerely,


Kathryn Easey

Enclosure

**SPECIAL WARRANTY DEED
(Water Plant Site)**

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

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

THAT FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF FULSHEAR, TEXAS, a home rule city of the State of Texas, its successors and assigns (collectively, "Grantee"), all of that certain real property situated in Fort Bend County, Texas, containing 2.489 acres, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and any and all improvements situated thereon (collectively, the "Property").

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

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

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

FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

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

Grantee's address is 29255 FM 1093, #12, Fulshear, Texas 77441.

[Signature pages follow this page.]

EXECUTED by Grantor on the date set forth in the acknowledgment below, but EFFECTIVE as of the ____ day of _____, 2023 (the "Effective Date").

GRANTOR:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 175**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____, and _____ of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

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 Effective Date.

GRANTEE:

CITY OF FULSHEAR, TEXAS

By: _____
Name: Aaron Groff
Title: Mayor

ATTEST:

By: _____
Name: Mariela Rodriguez
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Aaron Groff, Mayor, and Mariela Rodriguez, City Secretary of the CITY OF FULSHEAR, TEXAS, a home rule city of the State of Texas, on behalf of said home rule city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A - Description of the Property

Exhibit B - Sketch of the Property

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A – Description of the Property

2.489 Acres

Revised June 07,2022

May 10, 2022

Job No. LJAS001-2085-3080D

DESCRIPTION OF
2.489 ACRES
WATER PLANT SITE

Being 2.489 acres of land, located in the John Randon League, A-76, Fort Bend County, Texas, being a portion of that certain called 298.0917 acre tract described in the deed to TPHTL Rogers, LLC., by an instrument of record under File Number 2020167511 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 2.489 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 adj.):

COMMENCING at a 5/8 inch iron rod with cap stamped "4035 1535" found for an interior corner of said 298.0917 acre tract, common to a westerly corner of that certain called 105.365 acre tract described in the deed to Louis A. Waters by an instrument of record under File Number 9573102, F.B.C.O.P.R., in the south line of Pecan Ridge, Section 4, a subdivision of record, under Plat Number 20210269, of the Plat Records of said Fort Bend County, Texas (F.B.C.P.R.);

Thence, South 02° 17' 27" East, along an east line of said 298.0917 acre tract, common to a westerly line of said 105.365 acre tract, 962.35 feet to the POINT OF BEGINNING and the north corner of the herein described tract;

Thence, South 02° 17' 27" East, continuing along said common line, 453.00 feet to a point for corner, from which a 5/8 inch iron rod found for an easterly corner of said 298.0917 acre tract, common to a westerly corner of said 105.365 acre tract, on the north line of that certain called 76.694 acre tract, described in the deed to Fulshear Equine, LLC., by an instrument of record under File Number 2008115119, F.B.C.O.P.R., bears South 02° 17' 27" East, 1,183.82 feet;

Thence, South 87° 20' 50" West, departing said common line, 111.56 feet to a point for corner, the beginning of a tangent curve;

Thence, 203.92 feet along the arc of a tangent curve to the right, having a radius of 270.00 feet, a central angle of 43° 16' 27", and a chord which bears North 71° 00' 57" West, 199.11 feet to a point for corner;

2.489 Acres

Revised June 07,2022
May 10, 2022
Job No. LIAS001-2085-3080D

Thence, North 49° 22' 43" West, 100.88 feet to a point for corner, the beginning of a tangent curve;

Thence, 42.56 feet along the arc of a tangent curve to the left, having a radius of 730.00 feet, a central angle of 03° 20' 26", and a chord which bears North 51° 02' 56" West, 42.56 feet to a point for corner;

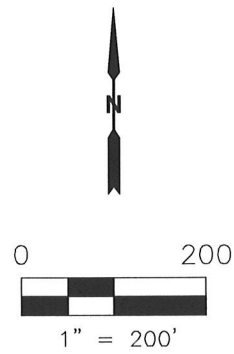
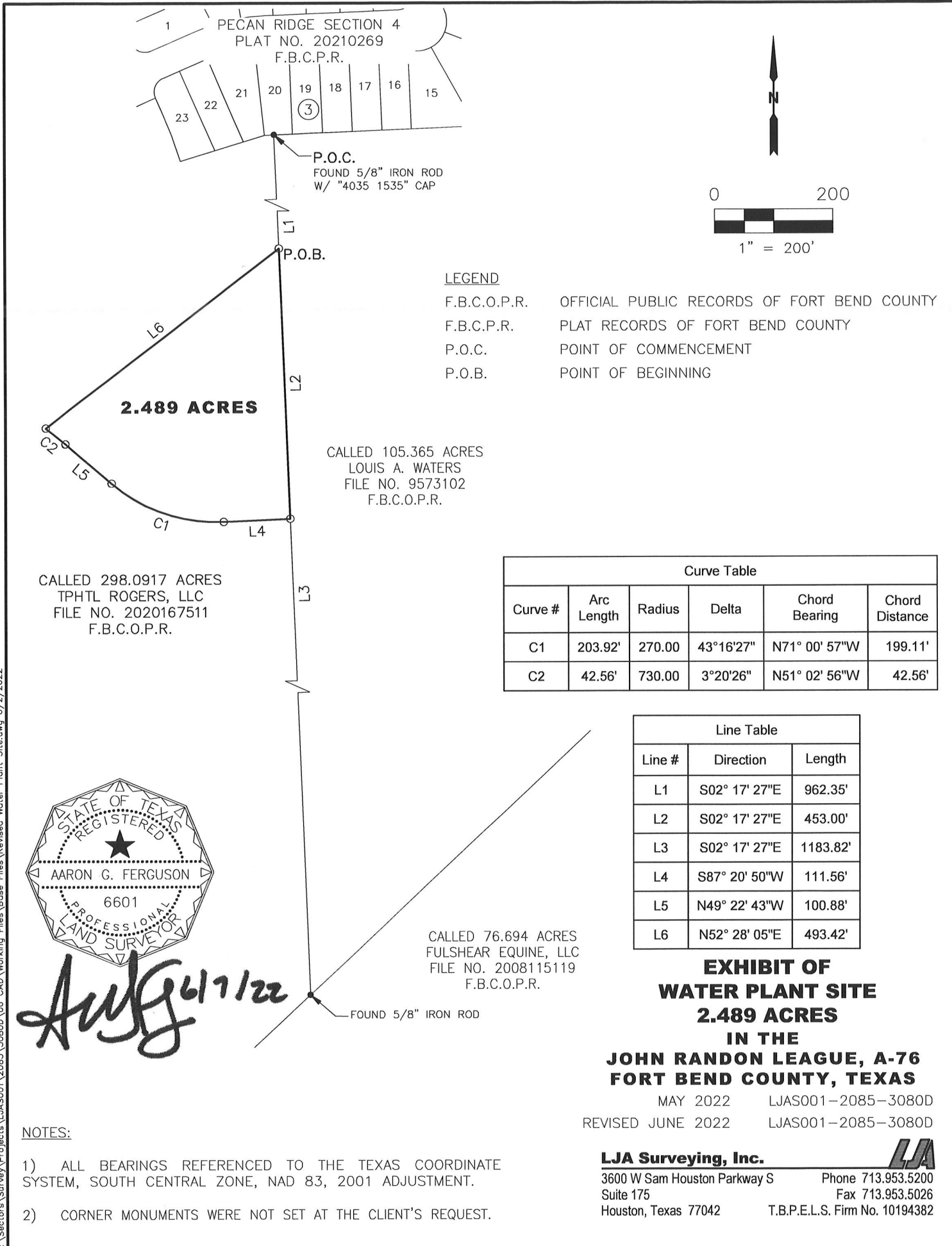
Thence, North 52° 28' 05" East, 493.42 feet to the POINT OF BEGINNING and containing 2.489 acres of land.

Corner monuments were not set at the client's request.

LJA Surveying, Inc.



Exhibit B – Sketch of the Property



LEGEND

- F.B.C.O.P.R. OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
- F.B.C.P.R. PLAT RECORDS OF FORT BEND COUNTY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

CALLED 105.365 ACRES
LOUIS A. WATERS
FILE NO. 9573102
F.B.C.O.P.R.

CALLED 298.0917 ACRES
TPHTL ROGERS, LLC
FILE NO. 2020167511
F.B.C.O.P.R.

CALLED 76.694 ACRES
FULSHEAR EQUINE, LLC
FILE NO. 2008115119
F.B.C.O.P.R.

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	203.92'	270.00	43°16'27"	N71° 00' 57"W	199.11'
C2	42.56'	730.00	3°20'26"	N51° 02' 56"W	42.56'

Line Table

Line #	Direction	Length
L1	S02° 17' 27"E	962.35'
L2	S02° 17' 27"E	453.00'
L3	S02° 17' 27"E	1183.82'
L4	S87° 20' 50"W	111.56'
L5	N49° 22' 43"W	100.88'
L6	N52° 28' 05"E	493.42'

**EXHIBIT OF
WATER PLANT SITE
2.489 ACRES**

**IN THE
JOHN RANDON LEAGUE, A-76
FORT BEND COUNTY, TEXAS**

MAY 2022 LJAS001-2085-3080D
REVISED JUNE 2022 LJAS001-2085-3080D

LJA Surveying, Inc.

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



AUG 6/1/22

NOTES:

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT.
- 2) CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

S:\Sectors\Survey\Projects\LJA001\2085\3080D\06 CAD\Working Files\Base Files\Revised Water Plant Site.dwg 6/2/2022

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

AGENDA OF:	4/18/2023	ITEMS:	I.V.E.
DATE SUBMITTED:	4/5/2023	DEPARTMENT:	Public Works
PREPARED BY:	Sharon Valiante, Public Works Director	PRESENTER:	Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2023-1416 AMENDING ORDINANCE 2022-1387 TO IMPLEMENT WINTER AVERAGING FOR RATES AND FEES CHARGED FOR WASTEWATER SERVICES TO SINGLE FAMILY RESIDENTIAL CUSTOMERS

Expenditure Required: NA

Amount Budgeted: NA

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

In September 2023, City Council adopted Ordinance 2022-1387, setting new water and wastewater rates. Staff has now collected data, analyzed the data and has established a Winter Averaging Protocol which will be applied to the rates for wastewater for single family residential customers.

In general terms, Winter Averaging takes the residential customer's metered usage for the months of November, January and February and averages the usage. This average is then used to calculate the residential end-user's monthly wastewater fee.

The winter average will be determined in March of each year and implemented for the first April billing cycle. Except for the 2023, the implementation will be on the first billing cycle in June.

Some additional highlights of the Winter Averaging Protocol include:

- current city-wide winter average is 6,000 gallons
- 6,000 gallons will be used to substitute for missing or anomalous data to determine the residential customers winter average
- the single family residential customer's monthly winter average will be used to bill the customer for wastewater services, however, if the customer's actual metered usage is less than the winter average, then the customer will be billed actual metered usage, except when there is an anomalous metered usage
- all active customers will be required to pay the base fee (which includes up to 5,000 gallons) regardless of whether or not their winter average is less than 5, 000 gallons.

Ordinance 2023-1416, amending Ordinance 2022-1387, to implement Winter Averaging for wastewater single family residential customers is presented for consideration and adoption.

RECOMMENDATION

City Council adopt Ordinance 2023-1416, amending Ordinance 2022-1387, to implement Winter Averaging for Wastewater rates and fees charged to single family residential customers..

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1416	4/11/2023	Ordinance
Exhibit A to Ordinance 2023-1416	4/11/2023	Exhibit
Ordinance 2022-1387	4/5/2023	Backup Material

ORDINANCE NO. 2023-1416

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NO. 2022-1387, BEING AN ORDINANCE CONSOLIDATING ALL RATES AND FEES CHARGED FOR WATER AND WASTEWATER SERVICES, TO IMPLEMENT WINTER AVERAGING FOR CERTAIN WASTEWATER CUSTOMERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, on September 20, 2022, the City Council of the City of Fulshear, Texas (“City”), adopted Ordinance No. 2022-1387, being an ordinance consolidating all rates and fees charged for water and wastewater services; and

WHEREAS, since the adoption of Ordinance No. 2022-1387, sufficient water consumption data has become available for the City to consider and adopt a winter averaging policy for determining the rates and fees for wastewater service to single-family residential customers; and

WHEREAS, the City Council desires to amend Ordinance No. 2022-1387 to adopt and provide for implementation of a winter averaging policy; and

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

Section 1. Section 3.0 of Ordinance No. 2022-1387 is hereby amended to read as follows:

“SECTION 3.0 RATES AND FEES: (a) The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit A**, setting forth the retail rates for water and wastewater services to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2023, and ending before the monthly billing cycle commencing on or after January 1, 2024. The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit B**, setting forth the retail rates for water and wastewater to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2024, and continuing indefinitely thereafter. Such rates shall be exclusive of any fee imposed by the North Fort Bend Water Authority or any successor entity.

(b) The City Council hereby adopts the Winter Averaging Protocol attached hereto as **Exhibit C**, which shall be applied to the rates for wastewater charged by the City of Fulshear to single-family residential customers as provided therein and in accordance with subsection (a).”

Section 2. Ordinance No. 2022-1387 is hereby amended by adding thereto a new Exhibit C, being Exhibit A attached hereto and incorporated herein. The Exhibit A attached hereto and the Exhibit C as added to Ordinance No. 2022-1387 as amended hereby are one and the same.

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

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

Section 5. Effective Date. This Ordinance shall be and become effective upon its adoption and publication as required by law.

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2023.

Aaron Groff, Mayor

ATTEST:

Katie Lewis, Assistant City Secretary

EXHIBIT A TO AMENDING ORDINANCE 2023-1416
EXHIBIT C TO 2022-1387
City of Fulshear, Texas
Winter Averaging Protocol

This document outlines the protocol for implementation of the City of Fulshear’s “Winter Averaging” policy for single-family residential wastewater utility rates.

1. Winter averaging shall be utilized annually for determining the wastewater utility billing of all City of Fulshear single-family residential customers. All other customers (commercial, apartments, etc.) shall be billed the applicable wastewater utility rates based upon their metered water consumption for each month.
2. For the purposes of determining a single-family residential customer’s winter average, the City will use the metered water consumption for the months of November, January and February (collectively, “Winter Averaging Months”).
3. The winter average will be determined in March of each year and implemented on the first billing cycle in April, except that for the year 2023, the implementation will be on the first billing cycle in June. Thereafter, the winter averaging determination and implementation shall recur in such manner annually.
4. The City finds and determines that the current city-wide winter average for single-family residential customers is approximately 6,000 gallons. Therefore, if consumption data for a single-family residential customer is either missing or anomalous in any one or more Winter Averaging Months, as determined by the Public Works Director or their designee, in their sole discretion, then 6,000 gallons shall be substituted for such missing or anomalous data. Instances in which this may occur may include, but would not be limited to, customers moving into the property during the winter-averaging period or metering problems/issues. The City shall periodically review the city-wide winter average for single-family residential customers; and, if substantially different from 6,000 gallons, shall consider amending the amount to be substituted for missing or anomalous data.
5. Notwithstanding the foregoing, if in any given month a single-family residential customer’s metered water consumption is lower than their winter average, then the City will bill the customer for wastewater services based upon their metered water consumption, except when the metered water consumption is anomalous as determined by the Public Works Director or their designee, in their sole discretion.
6. All active customers will be required to pay the base fee (which includes up to 5,000 gallons of use), regardless of whether or not their winter average is less than 5,000 gallons.

ORDINANCE NO. 2022-1387

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS CONSOLIDATING ALL RATES AND FEES CHARGED FOR WATER AND WASTE WATER SERVICES; REPEALING ALL PREVIOUS CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas, previously developed an omnibus rate and fee order to allow the Enterprise Fund to rely on its own revenues for operations rather than requiring a subsidy from the General Fund, thus making the rates more equitable to property owners within the jurisdiction; and

WHEREAS, the City Council of the City of Fulshear, Texas, now wishes to amend the omnibus rate and fee order; and

WHEREAS, the City Council of the City of Fulshear, Texas, believes that the rate structure contained herein will best achieve the City's financial goals;

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

SECTION 1.0 PURPOSE: The purpose of this Ordinance is to amend the omnibus rate and fee order that encourages water conservation, rate equity for property owners and fiscal responsibility for the Enterprise Fund while developing a structure conducive for future development.

SECTION 2.0 REPEALED: All prior Ordinances defining Rates and Fees for Water and Waste Water Services are hereby repealed.

SECTION 3.0 RATES AND FEES: The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit A**, setting forth the Rates for Water and Waste Water Services to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2023, and ending before the monthly billing cycle commencing on or after January 1, 2024. The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit B**, setting forth the Rates for Water and Wastewater to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2024, and continuing indefinitely thereafter. Such rates shall be exclusive of any fee imposed by the North Fort Bend Water Authority or any successor entity.

SECTION 4.0 SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or

unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 5.0 REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6.0 EFFECTIVE DATE:

This ordinance and the rates herein adopted shall become effective for monthly billing cycles commencing on or after January 1, 2023, and in full force when published as required by law.

SECTION 7.0 PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

PASSED, APPROVED, and ADOPTED this, the 20 th day of September 2022.



ATTEST:

Aaron Groff, Mayor

Kimberly Kopecky, City Secretary

EXHIBIT A
ORDINANCE RATE SHEET

(Option A – Based on 100% Max Allowable Impact Fee)

Base Fee - Water	Residential	Commercial	Irrigation
5/8" Meter	\$ 13.44	\$ 13.44	\$ 13.44
3/4" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1.5" Meter	\$ 26.04	\$ 26.04	\$ 26.04
2" Meter	\$ 47.04	\$ 47.04	\$ 47.04
3" Meter	\$ 72.24	\$ 72.24	\$ 72.24
4" Meter	\$ 139.43	\$ 139.43	\$ 139.43
6" Meter	\$ 215.03	\$ 215.03	\$ 215.03
8" Meter	\$ 425.02	\$ 425.02	\$ 425.02
10" Meter	\$ 677.00	\$ 677.00	\$ 677.00

Volumetric Rates	Residential	Commercial	Irrigation
0-5000	\$ -	\$ -	\$ -
5,001-10,000	\$ 2.77	\$ 2.77	\$ 2.77
10,001-15,000	\$ 3.77	\$ 3.77	\$ 3.77
15,001-20,000	\$ 3.77	\$ 3.77	\$ 3.77
20,001-25,000	\$ 4.77	\$ 4.77	\$ 4.77
25,001-30,000	\$ 4.77	\$ 4.77	\$ 4.77
30,001-35,000	\$ 5.77	\$ 5.77	\$ 5.77
35,001-40,000	\$ 5.77	\$ 5.77	\$ 5.77
40,001-45,000	\$ 5.77	\$ 5.77	\$ 5.77
45,001-50,000	\$ 5.77	\$ 5.77	\$ 5.77
Above 50,001	\$ 5.77	\$ 5.77	\$ 5.77

Wastewater Rates	Residential	Commercial	Irrigation
Base Charge (Includes 5,000 Gallons)	\$ 8.83	\$ 8.83	-
Volumetric Rate per 1,000 gallons	\$ 8.56	\$ 8.56	-

EXHIBIT B
ORDINANCE RATE SHEET

(Option A – Based on 100% Max Allowable Impact Fee)

Base Fee - Water	Residential	Commercial	Irrigation
5/8" Meter	\$ 13.44	\$ 13.44	\$ 13.44
3/4" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1.5" Meter	\$ 26.04	\$ 26.04	\$ 26.04
2" Meter	\$ 47.04	\$ 47.04	\$ 47.04
3" Meter	\$ 72.24	\$ 72.24	\$ 72.24
4" Meter	\$ 139.43	\$ 139.43	\$ 139.43
6" Meter	\$ 215.03	\$ 215.03	\$ 215.03
8" Meter	\$ 425.02	\$ 425.02	\$ 425.02
10" Meter	\$ 677.00	\$ 677.00	\$ 677.00

Volumetric Rates	Residential	Commercial	Irrigation
0-5000	\$ -	\$ -	\$ -
5,001-10,000	\$ 2.77	\$ 2.77	\$ 2.77
10,001-15,000	\$ 3.77	\$ 3.77	\$ 3.77
15,001-20,000	\$ 3.77	\$ 3.77	\$ 3.77
20,001-25,000	\$ 4.77	\$ 4.77	\$ 4.77
25,001-30,000	\$ 4.77	\$ 4.77	\$ 4.77
30,001-35,000	\$ 5.77	\$ 5.77	\$ 5.77
35,001-40,000	\$ 5.77	\$ 5.77	\$ 5.77
40,001-45,000	\$ 5.77	\$ 5.77	\$ 5.77
45,001-50,000	\$ 5.77	\$ 5.77	\$ 5.77
Above 50,001	\$ 5.77	\$ 5.77	\$ 5.77

Wastewater Rates	Residential	Commercial	Irrigation
Base Charge (Includes 5,000 Gallons)	\$ 17.07	\$ 17.07	-
Volumetric Rate oer 1,000 gallons	\$ 8.56	\$ 8.56	-

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

AGENDA OF: 4/18/2023

ITEMS: IV.F.

**DATE
SUBMITTED:** 4/11/2023

DEPARTMENT: Administration

PREPARED BY: Josh Green

PRESENTER: Byron Brown/Josh Green

SUBJECT: PROCLAMATION BY MAYOR GROFF APPOINTING A DIRECTOR TO THE FORT BEND
SUBSIDENCE DISTRICT BOARD

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

Section 8834.051(e)(7) of the Special District Local Laws Code authorizes the Mayor of the City of Fulshear to appoint a director from the City to the board of directors of the Fort Bend Subsidence District. Additionally, Section 8834.059 of the Special District Local Laws Code states that, “[i]f a vacancy occurs on the board, the person or persons designated by Section 8834.051 to appoint a director for the position that is vacated shall appoint a director to serve the unexpired term.” A vacancy currently exists for the board of directors position described by Section 8834.051(e)(7), due to the resignation of the previously appointed director, Gene Walton. Therefore, Mayor Groff desires to appoint Mr. Camron Miller, by proclamation, to serve as director for the unexpired term.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	4/13/2023	Backup Material



PO Box 279 / 6611 W. Cross Creek Bend Lane
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

PROCLAMATION BY THE MAYOR OF FULSHEAR, TEXAS

WHEREAS, Section 8834.051(e)(7) of the Special District Local Laws Code authorizes the Mayor of the City of Fulshear to appoint a director from the City of Fulshear to the board of directors of the Fort Bend Subsidence District; and

WHEREAS, Section 8834.059 of the Special District Local Laws Code states that, “[i]f a vacancy occurs on the board, the person or persons designated by Section 8834.051 to appoint a director for the position that is vacated shall appoint a director to serve the unexpired term”; and

WHEREAS, a vacancy currently exists for the board of directors position described by Section 8834.051(e)(7); and

WHEREAS, I, Aaron Groff, Mayor of the City of Fulshear, desire to appoint a qualified individual to the board of directors of the Fort Bend Subsidence District in accordance with Section 8834.051(e)(7) and Section 8834.059 of the Special District Local Laws Code, to serve the unexpired term ending on January 1, 2024;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF FULSHEAR, TEXAS:

1. The following individual is hereby appointed to the board of directors position of the Fort Bend Subsidence District described by Section 8834.051(e)(7) of the Special District Local Laws Code:

CAMRON MILLER.

2. This proclamation shall take effect immediately from and after its issuance and shall remain in effect until modified, amended, rescinded, or superseded.

Given under my hand this the 18th day of April, 2023.

Aaron Groff, Mayor

Attest:

Katie Lewis, Assistant City Secretary

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

AGENDA OF: 4/18/2023

ITEMS: IV.G.

**DATE
SUBMITTED:** 3/14/2023

DEPARTMENT: Administration

PREPARED BY: Haden Farr

PRESENTER: Annel Guadalupe

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2023-582, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

Expenditure Required: \$37,500

Amount Budgeted: \$37,500

Funding Account: 600-100-5414-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

On March 20, 2023, the City of Fulshear Development Corporation (CDC) declared projects for Fiscal Year 2022-2023 (FY23), finding that budgeted expenditures will promote or develop new or expanded business enterprises. The CDC adopted Resolution CDC 2023-01 at the same meeting. The Texas Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the project after giving the resolution at least two separate readings before the EDC may spend funds related to specific projects. This is due to the proposed specific project expenditure amount being greater than \$10,000.

RECOMMENDATION

Staff and the City of Fulshear Development Corporation recommend the approval of Resolution No. 2023-582.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 2023-582	4/12/2023	Resolution

Resolution NO. 2023-582

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

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

WHEREAS, the CDC adopted CDC Resolution 2023-01 On March 20, 2023, attached hereto as “Exhibit A”, proposing projects of the Corporation; and

WHEREAS, these specific projects during Fiscal Year 2022-2023, are expenditures for operations found by the Board of Directors to promote new or expanded business development;
and

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

PASSED, APPROVED, and ADOPTED on the 18th day of April 2023.

Aaron Goff, Mayor

Attest: _____

Mariela Rodriguez, City Secretary

CDC RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A "TYPE A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING THE PROJECTS TO BE UNDERTAKEN BY THE CORPORATION FOR FISCAL YEAR 2022-2023, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING.

WHEREAS, the City of Fulshear adopted Ordinance No. 2011-1046 on October 1, 2011, in accordance with Section 504.171 of the Texas Local Government Code approving the participation of the Corporation in projects previously authorized only for "Type B" development corporations;

WHEREAS, the Corporation wishes to participate in a general type of projects during Fiscal Year 2022-2023, being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated total amount of expenditures for such types of general projects in fiscal year 2022-2023 is \$37,500; and

WHEREAS, the Corporation wishes to participate in specific projects during Fiscal Year 2021-2022, being expenditures for capital projects found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. The Board hereby proposes to undertake a general type of project during Fiscal Year 2022-2023 being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development.


Section 2. The Board hereby proposes to undertake specific projects during Fiscal Year 2022-2023 being expenditures for capital projects found by the Board of Directors to promote new or expanded business development.

Section 3. The Board hereby finds that the funds expended will be used for eligible "costs" of "projects" as defined in the Act.

Section 4. The Board hereby directs staff to publish public notice as required by the Act.

Section 5. The Board hereby sets a public hearing for one or more of such projects on Monday, April 17, 2023, at 6:00 p.m. at its regular meeting, the agenda and location for which will be posted no less than 72 hours ahead of time at www.fulsheartexas.gov.

PASSED AND APPROVED this 20th day of March 2023.



Andrew Van Chau, *President*

Attest: 

Bryan White, *Secretary*

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

AGENDA OF: 4/18/2023

ITEMS: IV.H.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY: Haden Farr

PRESENTER: Annel Guadalupe

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2023-582, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

Expenditure Required: \$37,500

Amount Budgeted: \$37,500

Funding Account: 600-100-5414-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

On March 20, 2023, the City of Fulshear Development Corporation (CDC) declared projects for Fiscal Year 2022-2023 (FY23), finding that budgeted expenditures will promote or develop new or expanded business enterprises. The CDC adopted Resolution CDC 2023-01 at the same meeting. The Texas Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the project after giving the resolution at least two separate readings before the EDC may spend funds related to specific projects. This is due to the proposed specific project expenditure amount being greater than \$10,000.

RECOMMENDATION

Staff and the City of Fulshear Development Corporation recommend the approval of Resolution No. 2023-582.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 2023-582	4/12/2023	Resolution

Resolution NO. 2023-582

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

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

WHEREAS, the CDC adopted CDC Resolution 2023-01 On March 20, 2023, attached hereto as “Exhibit A”, proposing projects of the Corporation; and

WHEREAS, these specific projects during Fiscal Year 2022-2023, are expenditures for operations found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

PASSED, APPROVED, and ADOPTED on the 18th day of April 2023.

Aaron Goff, Mayor

Attest: _____

Mariela Rodriguez, City Secretary

CDC RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A "TYPE A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING THE PROJECTS TO BE UNDERTAKEN BY THE CORPORATION FOR FISCAL YEAR 2022-2023, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING.

WHEREAS, the City of Fulshear adopted Ordinance No. 2011-1046 on October 1, 2011, in accordance with Section 504.171 of the Texas Local Government Code approving the participation of the Corporation in projects previously authorized only for "Type B" development corporations;

WHEREAS, the Corporation wishes to participate in a general type of projects during Fiscal Year 2022-2023, being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated total amount of expenditures for such types of general projects in fiscal year 2022-2023 is \$37,500; and

WHEREAS, the Corporation wishes to participate in specific projects during Fiscal Year 2021-2022, being expenditures for capital projects found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. The Board hereby proposes to undertake a general type of project during Fiscal Year 2022-2023 being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development.


Section 2. The Board hereby proposes to undertake specific projects during Fiscal Year 2022-2023 being expenditures for capital projects found by the Board of Directors to promote new or expanded business development.

Section 3. The Board hereby finds that the funds expended will be used for eligible "costs" of "projects" as defined in the Act.

Section 4. The Board hereby directs staff to publish public notice as required by the Act.

Section 5. The Board hereby sets a public hearing for one or more of such projects on Monday, April 17, 2023, at 6:00 p.m. at its regular meeting, the agenda and location for which will be posted no less than 72 hours ahead of time at www.fulsheartexas.gov.

PASSED AND APPROVED this 20th day of March 2023.



Andrew Van Chau, *President*

Attest: 

Bryan White, *Secretary*

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

AGENDA OF: 4/18/2023

ITEMS: IV.I.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY: Haden Farr

PRESENTER: Annel Guadalupe

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2023-583 OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE “B” ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

Expenditure Required: \$37,500

Amount Budgeted: \$37,500

Funding Account: 700-100-5414-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

On March 20, 2023, the Fulshear Development Corporation (FDC) declared projects for Fiscal Year 2022-2023 (FY23), finding that budgeted expenditures will promote or develop new or expanded business enterprises. The FDC adopted Resolution FDC 2023-01 at the same meeting. The Texas Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the project after giving the resolution at least two separate readings before the EDC may spend funds related to specific projects. This is due to the proposed specific project expenditure amount being greater than \$10,000.

RECOMMENDATION

Staff and the City of Fulshear Development Corporation recommend the approval of Resolution No. 2023-583.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 2023-583	4/12/2023	Resolution

Resolution NO. 2023-583

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

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

WHEREAS, the FDC adopted FDC Resolution 2023-01 on March 20, 2023, attached hereto as “Exhibit A”, proposing projects of the Corporation; and

WHEREAS, these specific projects during Fiscal Year 2022-2023, are expenditures for operations found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

PASSED, APPROVED, and ADOPTED on the 18th day of April 2023.

Aaron Goff, Mayor

Attest: _____

Mariela Rodriguez, City Secretary

FDC RESOLUTION NO. 2023-01

A RESOLUTION OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A “TYPE B” ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING THE PROJECTS TO BE UNDERTAKEN BY THE CORPORATION FOR FISCAL YEAR 2022-2023, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING.

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

WHEREAS, the Corporation wishes to participate in a general type of projects during Fiscal Year 2022-2023, being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated total amount of expenditures for such types of general projects in fiscal year 2022-2023 is \$37,500; and

WHEREAS, the Corporation wishes to participate in specific projects during Fiscal Year 2021-2022, being expenditures for capital projects found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. The Board hereby proposes to undertake a general type of project during Fiscal Year 2022-2023 being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development.

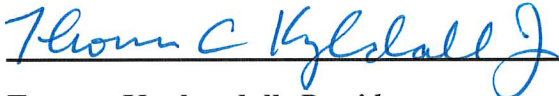
Section 2. The Board hereby proposes to undertake specific projects during Fiscal Year 2022-2023 being expenditures for capital projects found by the Board of Directors to promote new or expanded business development.

Section 3. The Board hereby finds that the funds expended will be used for eligible "costs" of "projects" as defined in the Act.


Section 4. The Board hereby directs staff to publish public notice as required by the Act.

Section 5. The Board hereby sets a public hearing for one or more of such projects on Monday, April 17, 2023, at 6:00 p.m. at its regular meeting, the agenda and location for which will be posted no less than 72 hours ahead of time at www.fulsheartexas.gov.

PASSED AND APPROVED this 20th day of March 2023.



Tommy Kuykendall, *President*

Attest: 

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

AGENDA OF: 4/18/2023

ITEMS: IV.J.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY: Haden Farr

PRESENTER: Annel Guadalupe

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2023-583, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

Expenditure Required: \$37,500

Amount Budgeted: \$37,500

Funding Account: 700-100-5414-00

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

On March 20, 2023, the Fulshear Development Corporation (FDC) declared projects for Fiscal Year 2022-2023 (FY23), finding that budgeted expenditures will promote or develop new or expanded business enterprises. The FDC adopted Resolution FDC 2023-01 at the same meeting. The Texas Local Government Code requires the authorizing entity (City Council) to adopt a resolution authorizing the project after giving the resolution at least two separate readings before the EDC may spend funds related to specific projects. This is due to the proposed specific project expenditure amount being greater than \$10,000.

RECOMMENDATION

Staff and the City of Fulshear Development Corporation recommend the approval of Resolution No. 2023-583.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 2023-583	4/12/2023	Resolution

Resolution NO. 2023-583

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

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

WHEREAS, the FDC adopted FDC Resolution 2023-01 on March 20, 2023, attached hereto as “Exhibit A”, proposing projects of the Corporation; and

WHEREAS, these specific projects during Fiscal Year 2022-2023, are expenditures for operations found by the Board of Directors to promote new or expanded business development; and

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

PASSED, APPROVED, and ADOPTED on the 18th day of April 2023.

Aaron Goff, Mayor

Attest: _____

Mariela Rodriguez, City Secretary

FDC RESOLUTION NO. 2023-01

A RESOLUTION OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A "TYPE B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION, DECLARING THE PROJECTS TO BE UNDERTAKEN BY THE CORPORATION FOR FISCAL YEAR 2022-2023, DIRECTING STAFF TO PUBLISH NOTICE OF SAME, AND SETTING A PUBLIC HEARING.

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

WHEREAS, the Corporation wishes to participate in a general type of projects during Fiscal Year 2022-2023, being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated total amount of expenditures for such types of general projects in fiscal year 2022-2023 is \$37,500; and

WHEREAS, the Corporation wishes to participate in specific projects during Fiscal Year 2021-2022, being expenditures for capital projects found by the Board of Directors to promote new or expanded business development;

WHEREAS, the estimated expenditures for such projects are:

- \$37,500 for Community Events

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION THAT:

Section 1. The Board hereby proposes to undertake a general type of project during Fiscal Year 2022-2023 being land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors to promote new or expanded business development.

Section 2. The Board hereby proposes to undertake specific projects during Fiscal Year 2022-2023 being expenditures for capital projects found by the Board of Directors to promote new or expanded business development.

Section 3. The Board hereby finds that the funds expended will be used for eligible "costs" of "projects" as defined in the Act.

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Section 5. The Board hereby sets a public hearing for one or more of such projects on Monday, April 17, 2023, at 6:00 p.m. at its regular meeting, the agenda and location for which will be posted no less than 72 hours ahead of time at www.fulsheartexas.gov.

PASSED AND APPROVED this 20th day of March 2023.



Tommy Kuykendall, *President*

Attest: 