



# CITY OF FULSHEAR DEVELOPMENT CORPORATION

A Type "A" Economic Development Sales Tax Corporation

PO Box 279 · 6611 West Cross Creek Bend Lane · Fulshear, Texas 77441 · (281) 346-1796 · [www.fulsheartexas.gov](http://www.fulsheartexas.gov)

## REGULAR MEETING AGENDA

THE STATE OF TEXAS · CITY OF FULSHEAR · COUNTY OF FORT BEND

Notice is hereby given of a meeting of the City of Fulshear Development Corporation (CDC) to be held on Monday, October 9, 2023, at 6:00 p.m., at the City of Fulshear Municipal Complex, 6611 West Cross Creek Bend Lane, Fulshear, Texas, to consider the below stated items.

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

The Board of Directors of the Corporation reserves the right to meet in closed/executive session for any of the below listed items should the need arise, and if authorized under the provisions of Title 5, Chapter 551, of 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), and 551.087 (economic development negotiations).

1. Call to Order
2. Public Comments - Citizens who desire to address the Corporation making either general comments (i.e., matters not on the agenda) or regarding matters on the agenda will be received at this time. Citizens desiring to make comments must register with the Corporation prior to the meeting being called to order. The number of speakers will be limited to the first ten (10) speakers and each speaker is limited to three (3) minutes. Discussion by directors regarding matters on the agenda will only be made at the time the subject is scheduled for consideration.
3. Presentation on and possible action on a resolution of support regarding the Fort Bend Mobility Bond.
4. Presentation on the Fulshear gateway signs project.
5. Presentation and discussion on the status of the Harris Street project.
6. Economic Development Report – Briefings or updates may be provided regarding City and Economic Development projects and programs, certificates of occupancy, conferences and meetings attended, upcoming meetings and events, business contacts and announcements, economic indicators, and administrative items.

a) September 18<sup>th</sup> – October 9<sup>th</sup> Activity Overview:

1. EDC Website
2. LinkedIn
3. Retail Coach Update
4. Scarecrow Fest Update
5. TEDC

7. Consideration and action on financials and payables for the Corporation for the period ending August 31, 2023.
8. Consideration and action on minutes of the Corporation for the September 18, 2023, meeting.
9. Consideration and possible action on the adoption of a contract with The Cannon for services related to the Fulshear Business and Innovation Hub.
10. Future agenda items -The Board of Directors of the Corporation will have the opportunity to inquire about subjects for which notice has not been given but which individual members of the Board of Directors of the Corporation wish to place on the agenda for a subsequent meeting. At this time, only statements of specific factual information and a recitation of existing policy may be made in response to the inquiry. In accordance with Section 551.042 of the Texas Open Meetings Act, the only deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
11. Announcements - The Board of Directors of the Corporation will have the opportunity to address items of community interest, which – as aligned with Section 551.0415 of the Texas Open Meetings Act – specifically includes (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen; (4) a reminder about an upcoming event organized or sponsored by the Corporation; (5) information regarding an event organized or sponsored by an entity other than the Corporation that was attended or is scheduled to be attended by a member of the Board of Directors of the Corporation; and, (6) announcements involving an imminent threat to the public health and safety of people in the City of Fulshear that has arisen after the posting of the agenda.
12. Adjournment

Approved for posting by:

 10/6/23  
\_\_\_\_\_  
Annel Guadalupe  
Economic Development Director  
City of Fulshear

Note: In compliance with the American Disabilities Act, and to the extent applicable, 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 do hereby certify that the above Notice of Meeting and Agenda was posted on Friday, October 6, 2023, before 5 p.m., in a place convenient and readily accessible at all times to the general public, in compliance with Chapter 551, TEXAS GOVERNMENT CODE:

A handwritten signature in black ink, appearing to read 'Haden Farr', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke extending to the right.

Haden Farr  
Economic Development Coordinator  
City of Fulshear



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
3	<b>Presentation on the Fort Bend County Mobility Bond</b>
<b>ITEM/MOTION</b>	
Presentation and possible action on a resolution of support for the Fort Bend County Mobility Bond.	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Annel Guadalupe  
EDC Director

**SUPPORTING DOCUMENTS:**

- CDC Resolution of Support

**EXECUTIVE SUMMARY**

Fort Bend County Commissioners Court approved the final project list on August 2, 2023 and called for an election to take place on November 7, 2023 for the purpose of submitting a proposition for the issuance of general obligation bonds in the amount of \$712.6 million for mobility projects.

**CITY OF FULSHEAR DEVELOPMENT CORPORATION**

**RESOLUTION OF SUPPORT**

A RESOLUTION OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A “TYPE A” ECONOMIC DEVELOPMENT SALES TAX CORPORATION, IN SUPPORT OF THE NOVEMBER 7, 2023 MOBILITY BOND ELECTION IN FORT BEND COUNTY

WHEREAS, Fort Bend County is reported to be the 9<sup>th</sup> largest county in Texas and continues to be one of the fastest growing counties in the United States;

WHEREAS, Fort Bend County Commissioners’ Court has determined that a critical need exists to improve the general mobility for its residents, and that funding mobility projects from the county’s general fund will not allow sufficient progress; and

WHEREAS, the proposition can be implemented with no increase in the county tax rate;

WHEREAS, the Fort Bend County Commissioners Court approved the final project list on August 2, 2023 and called for an election to take place on November 7, 2023 for the purpose of submitting a proposition for the issuance of general obligation bonds in the amount of \$712.6 million for mobility projects; and

WHEREAS, these mobility projects will involve construction, maintenance, and operation of county roads in order to add capacity, mitigate congestion, and enhance safety throughout the County and allow the County to continue to provide the highest quality mobility system consistent with sound fiscal accountability to the residents of Fort Bend County; and

WHEREAS, several of the projects to be funded under this initiative will be of significant benefit to the City of Fulshear;

NOW, THEREFORE, BE IT RESOLVED this 9<sup>th</sup> day of October, 2023, that the City of Fulshear Development Corporation (CDC) A “TYPE A” Economic Development Sales Tax Corporation supports the passage of the Fort Bend County mobility bond proposition on November 7, 2023.

PASSED AND APPROVED THIS 9<sup>TH</sup> DAY OF OCTOBER 2023.

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BRYAN WHITE, President  
City of Fulshear Development Corporation

ATTEST:

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BONNIE TYLER, Secretary  
City of Fulshear Development Corporation



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
4	<b>Presentation on the Fulshear Gateway Signs Project</b>
<b>ITEM/MOTION</b>	
Presentation on the Fulshear Gateway Signs Project.	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Annel Guadalupe  
EDC Director

**SUPPORTING DOCUMENTS:**

- Presentation on Gateway Signs Project

**EXECUTIVE SUMMARY**

The Fulshear Gateway Signs project was proposed in FY23 and has been budgeted for FY24 to allow the current board to move forward in the process.

# TEXAS HERITAGE PARKWAY - MONUMENT STUDY

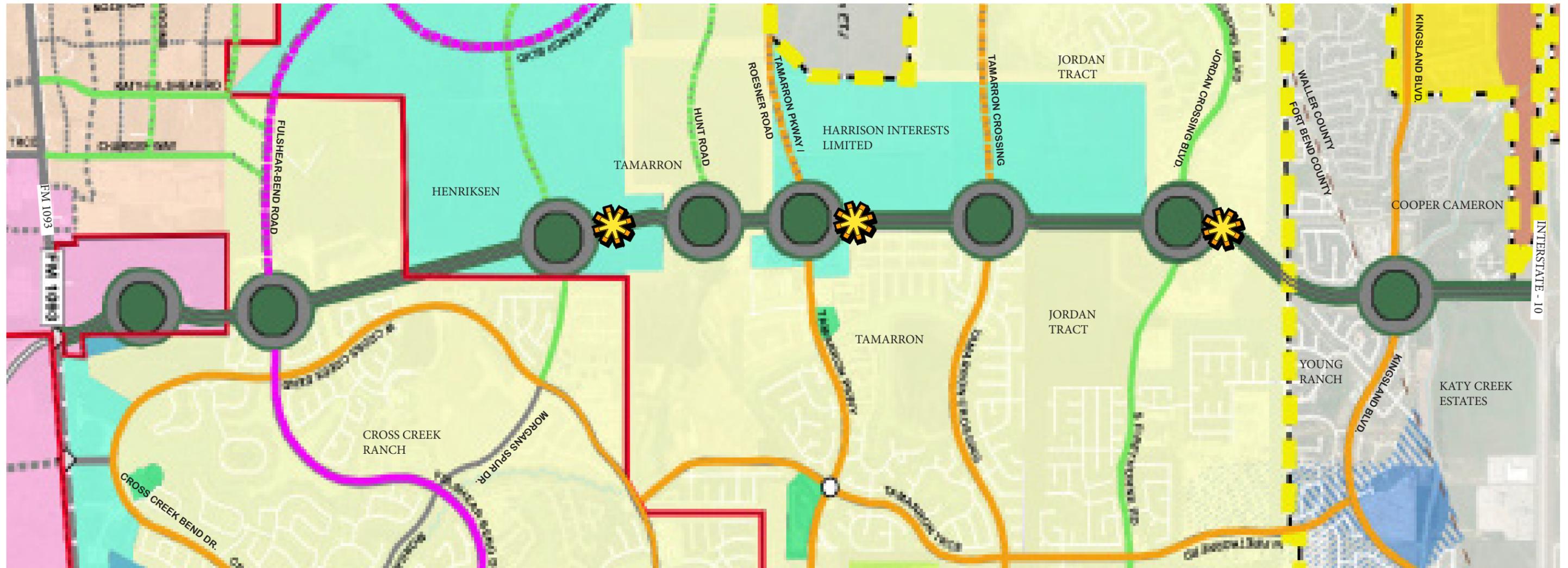
a project developed for

CITY OF FULSHEAR - ECONOMIC DEVELOPMENT CORPORATION

MAY 2023

# OVERALL MAP & LAND HOLDINGS

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.



**LEGEND**

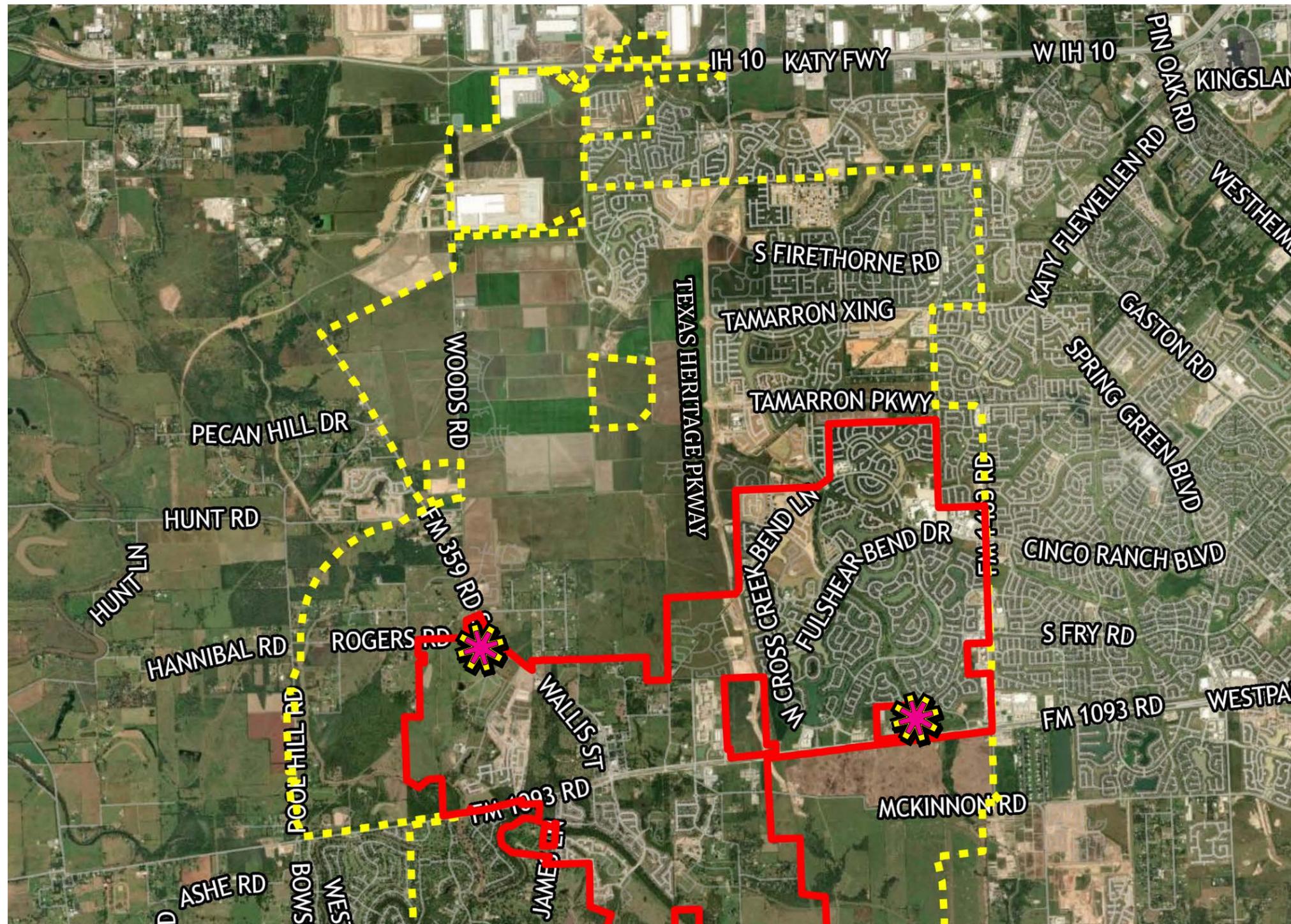
- MAJOR HIGHWAYS
- EXISTING ROADS
- EXISTING ROUNDABOUTS ON TEXAS HERITAGE PKWAY
- CITY OF FULSHEAR CITY LIMITS
- FULSHEAR ETJ LIMITS
- PRINCIPAL THOROUGHFARE
- MAJOR THOROUGHFARE
- MAJOR COLLECTOR
- MINOR ROADS

**PROPOSED MONUMENT OPPORTUNITIES**



# CITY & ETJ LIMITS - LOCATION OF EXISTING MONUMENTS

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.



--- FULSHEAR EXTRA TERRITORIAL JURISDICTION LIMITS

— FULSHEAR CITY LIMITS

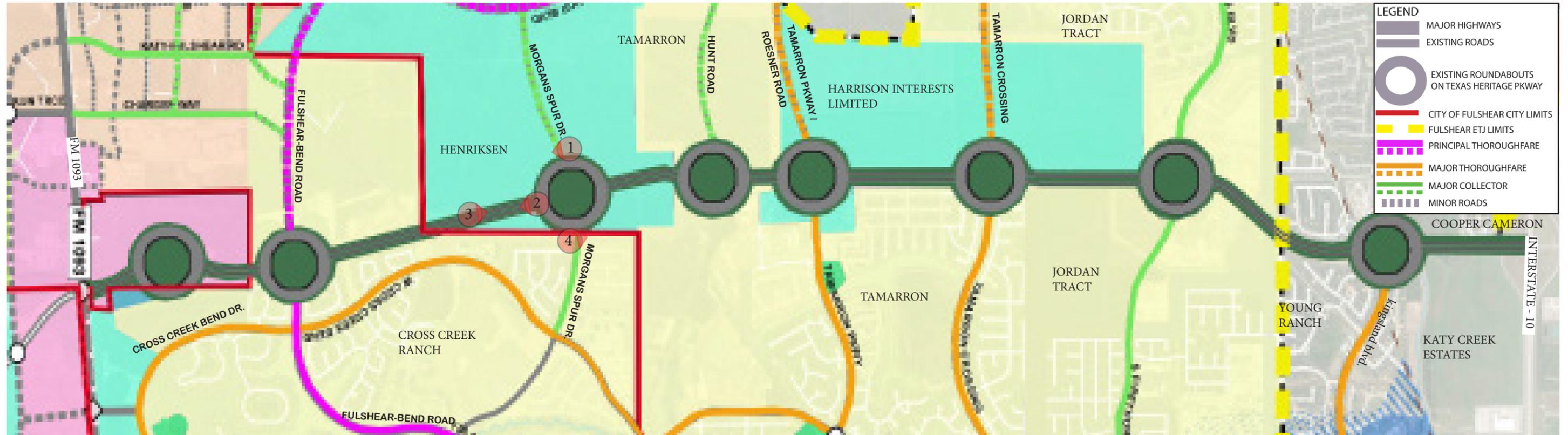


EXISTING MONUMENT LOCATION



# ANALYSIS- MORGANS SPUR DRIVE ROUNDABOUT

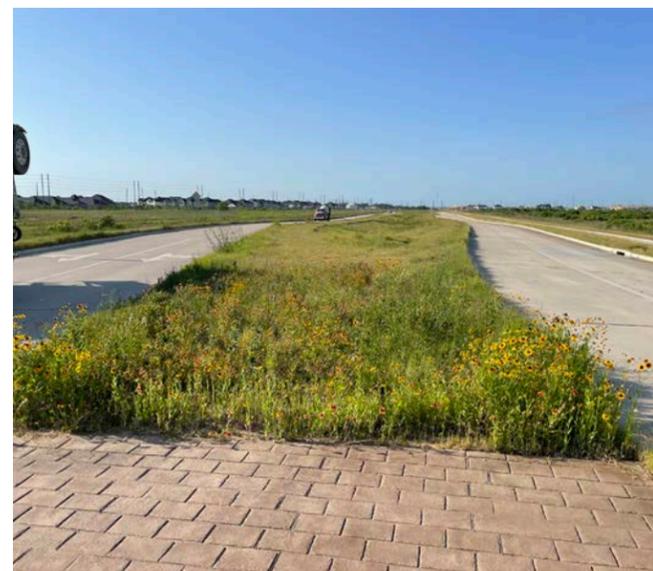
THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.



MAP SHOWING VIEW-POINTS OF PHOTOS



1 MORGANS SPUR DRIVE - SW CORNER  
LOOKING SOUTH



2 MORGANS SPUR DRIVE - S MEDIAN  
LOOKING SOUTH



3 MORGANS SPUR DRIVE - S MEDIAN  
LOOKING NORTH

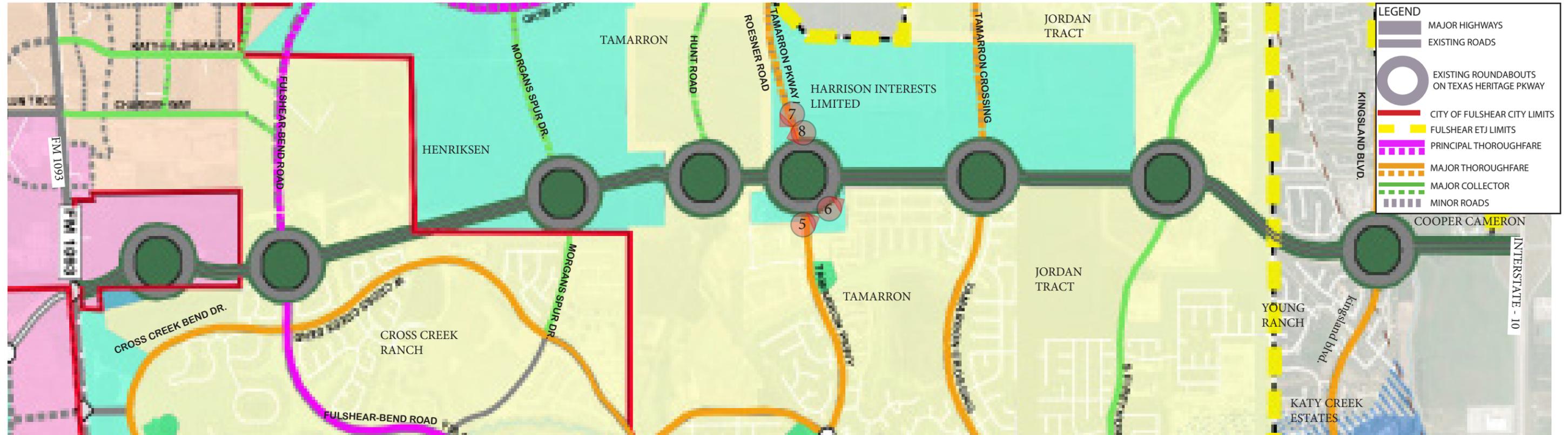


4 MORGANS SPUR DRIVE - NE CORNER  
LOOKING NORTH



# ANALYSIS- TAMARRON PARKWAY ROUNDABOUT

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.



MAP SHOWING VIEW-POINTS OF PHOTOS



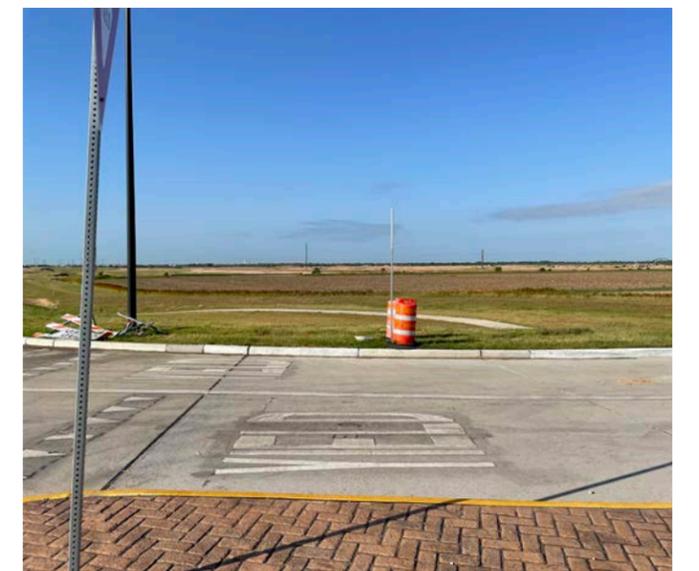
5 TAMARRON PARKWAY NE CORNER  
LOOKING NORTH



6 TAMARRON PARKWAY - NE CORNER  
E-W UNDERPASS VISIBLE



7 TAMARRON PARKWAY - SW CORNER  
LOOKING SOUTH

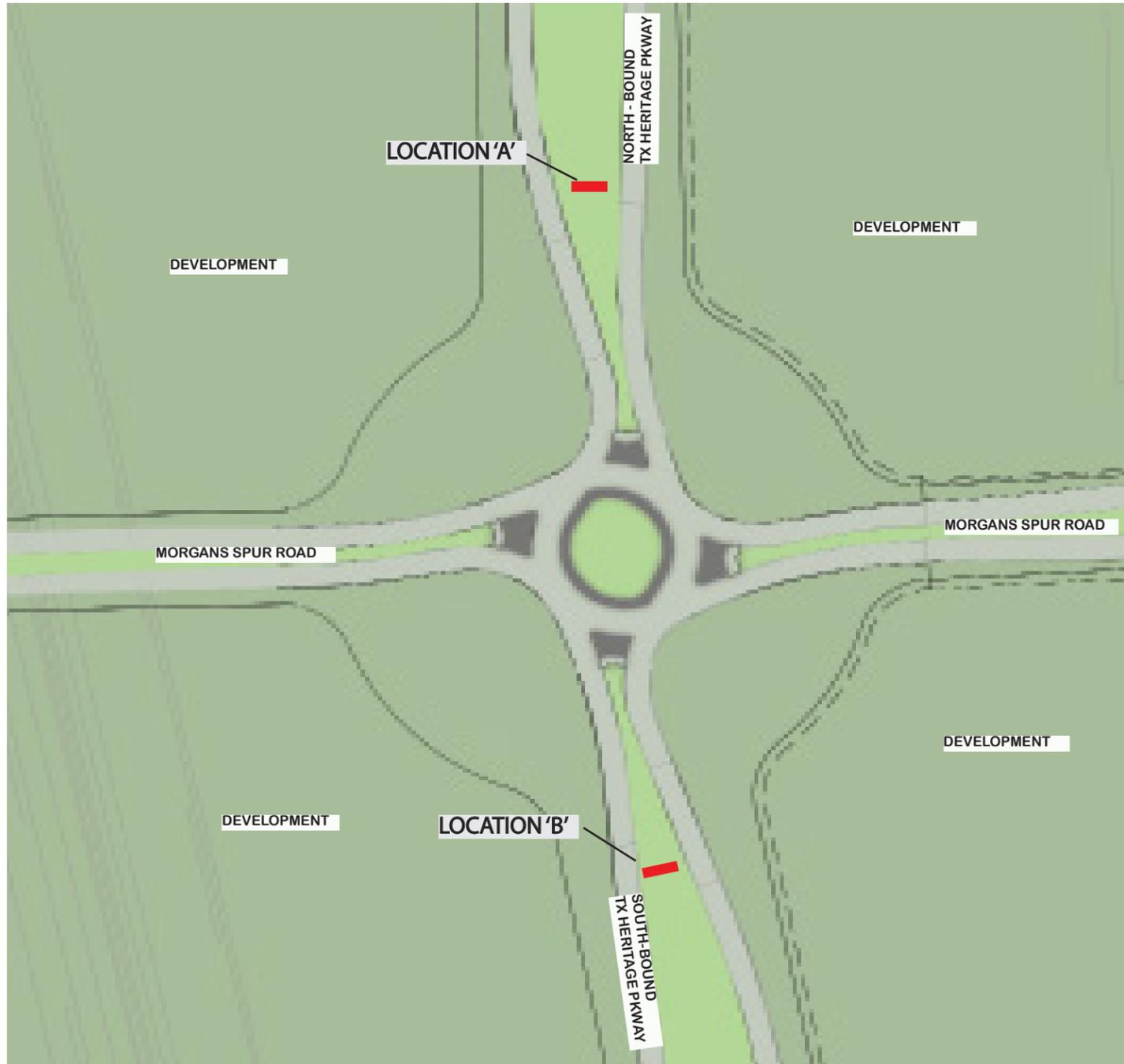


8 TAMARRON PARKWAY - SW CORNER  
LOOKING SOUTH

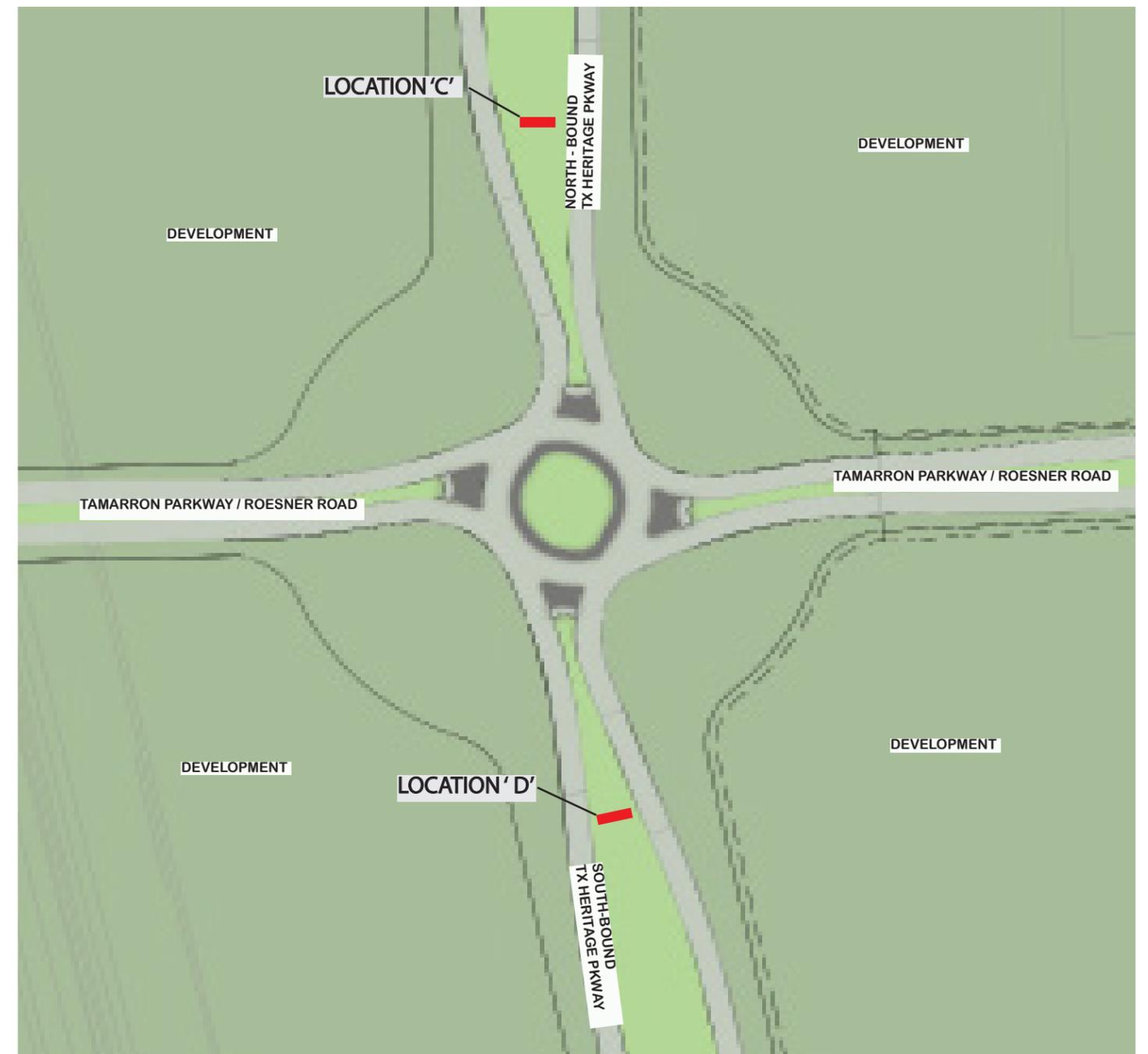


# ANALYSIS - LAYOUT OPTIONS

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.



MORGANS SPUR



TAMARRON PARKWAY



# MONUMENT CONCEPT - OPTION B:

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.

SOUTH-BOUND



NORTH-BOUND



# MONUMENT CONCEPT - OPTION B:

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS AND LOCATIONS ARE SUBJECT TO CHANGE.

SOUTH-BOUND



NORTH-BOUND





**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
5	<b>Presentation and Discussion on the Status of the Harris Street Project</b>
<b>ITEM/MOTION</b>	
Presentation and discussion on the Status of the Harris Street Project	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Annel Guadalupe  
EDC Director

**SUPPORTING DOCUMENTS:**

- Option 1 – Estimate and Design
- Option 4 – Estimate and Design

**EXECUTIVE SUMMARY**

City of Fulshear staff will provide an update on the current status of the Harris Street Project.

# CONSTRUCTION COST ESTIMATE

**Project:** Harris Street  
**Limit From:** FM 1093  
**Limit To:** 5th Street  
**Proj Length:** Option 1  
**Precinct:** NA  
**UPIN:** NA  
**Job No:** This is the number available when advertising project  
**Prepared By:** MBCO Engineering  
**Date:** 09/28/23

Summary of Estimate		
Stage:	Proposal	
Total Amount for Roadway:	\$2,385,455.00	
Total Amount for XXXX:	\$0.00	
Total Amount for XXXX:	\$0.00	
Total Amount for XXXX:	\$0.00	
Grand Total Amount:	\$2,385,455.00	
Contingencies:	10%	\$238,545.50
Grand Total Project:	\$2,624,000.50	

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>A SITE PREPARATION AND EARTHWORK</b>						
1	DWG	Project Sign	EA	2.00	\$1,000.00	\$2,000.00
2	500-6001	Mobilization	LS	1.00	\$40,000.00	\$40,000.00
3	102	Clearing and Grubbing	LS	1.00	\$12,000.00	\$12,000.00
4	104	Removing Old Concrete (Pavement W/Curb)	SY	305.00	\$13.00	\$3,965.00
5	104	Removing Old Concrete (Curb)	LF	70.00	\$3.00	\$210.00
6	110	Roadway Excavation Including 3" Topsoil	CY	4,834.00	\$18.00	\$87,012.00
7	465	Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	LF	660.00	\$13.00	\$8,580.00
8	495	Removing Old Structures – Inlets (All Depths)	EA	2.00	\$500.00	\$1,000.00
9	495	Removing Old Structures – Manholes (All Depths)	EA	1.00	\$400.00	\$400.00
10	500	Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	LS	1.00	\$2,500.00	\$2,500.00
11	540	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	4,620.00	\$5.00	\$23,100.00
12	550	Remove and Salvage Fence (All Types)	LF	0.00	\$3.00	\$0.00
<b>Subtotal of Item A</b>						<b>\$180,767.00</b>
<b>B PAVING</b>						
13	220	Lime Stabilized Subgrade (8" Depth)	SY	6,253.00	\$3.50	\$21,885.50
14	221	Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	72.00	\$175.00	\$12,600.00
15	250	HMAC Base Course (Black Base)	TON	37.00	\$85.00	\$3,145.00
16	340	Hot Mix - Hot Laid Asphaltic Concrete	TON	99.00	\$100.00	\$9,900.00
17	360	Concrete Pavement (8")	SY	5,000.00	\$75.00	\$375,000.00
18	530	Reinforced Concrete Curb ( 6")	LF	3,652.00	\$4.25	\$15,521.00
19	530	Reinforced Concrete Sidewalks (4-1/2")	SY	4,400.00	\$50.00	\$220,000.00
20	530	Reinforced Concrete Driveways (6")	SY	590.00	\$75.00	\$44,250.00
21	530	ADA Ramp - Type 7	EA	37.00	\$1,500.00	\$55,500.00
22	DWG	Integral Colored Patterned Concrete for Crosswalk	SF	3,140.00	\$17.00	\$53,380.00
<b>Subtotal of Item B</b>						<b>\$811,181.50</b>
<b>C STORM SEWER</b>						
23	429	Trench Safety System (5' to 10')	LF	2,100.00	\$10.00	\$21,000.00
24	429	Trench Safety System (10' to 15')	LF	0.00	\$13.00	\$0.00
25	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")*	LF	600.00	\$85.00	\$51,000.00
26	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")*	LF	320.00	\$115.00	\$36,800.00
27	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")*	LF	2,667.00	\$135.00	\$360,045.00
28	471	Precast Concrete Standard Manhole (All Depths)	EA	11.00	\$6,500.00	\$71,500.00
29	471	Junction Box	EA	3.00	\$7,000.00	\$21,000.00
30	472	Type H2 Inlet	EA	10.00	\$8,200.00	\$82,000.00
31	472	Type A Inlet	EA	1.00	\$3,500.00	\$3,500.00
32	473	Adjusting Manhole	EA	10.00	\$600.00	\$6,000.00
33	480	Brick Plug (All Box Sizes)	EA	3.00	\$500.00	\$1,500.00
<b>Subtotal of Item C</b>						<b>\$654,345.00</b>
<b>D TRAFFIC CONTROL PLAN</b>						

# CONSTRUCTION COST ESTIMATE

**Project:** Harris Street  
**Limit From:** FM 1093  
**Limit To:** 5th Street  
**Proj Length:** Option 1  
**Precinct:** NA  
**UPIN:** NA  
**Job No:** This is the number available when advertising project  
**Prepared By:** MBCO Engineering  
**Date:** 09/28/23

Summary of Estimate		
Stage:	Proposal	
Total Amount for Roadway:		\$2,385,455.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Grand Total Amount:		\$2,385,455.00
Contingencies:	10%	\$238,545.50
Grand Total Project:		\$2,624,000.50

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
34	671	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	4.00	\$6,000.00	\$24,000.00
35	671	Temporary Residential Driveways - Furnish-Install & Remove	EA	2.00	\$800.00	\$1,600.00
36	671	Temporary Commercial Driveways - Furnish-Install & Remove	EA	1.00	\$1,000.00	\$1,000.00
37	1555	Flagmen	LS	1.00	\$40,000.00	\$40,000.00
<b>Subtotal of Item D</b>						<b>\$66,600.00</b>
<b>E</b>	<b>SIGNING AND PAVEMENT MARKINGS</b>					
38	624	Aluminum Signs (Ground Mounted)- Furnish & Install	EA	18.00	\$600.00	\$10,800.00
39	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	LF	1,600.00	\$1.20	\$1,920.00
40	660	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	LF	967.00	\$4.50	\$4,351.50
41	660	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	LF	190.00	\$10.00	\$1,900.00
42	663	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	EA	600.00	\$5.50	\$3,300.00
<b>Subtotal of Item E</b>						<b>\$22,271.50</b>
<b>H</b>	<b>STORM WATER POLLUTION PREVENTION PLAN</b>					
43	165	Hydro-Mulch Seeding	AC	0.50	\$1,500.00	\$750.00
44	713	Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	3,200.00	\$1.50	\$4,800.00
45	719	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	10.00	\$70.00	\$700.00
46	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal))	EA	2.00	\$1,000.00	\$2,000.00
47	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	1.00	\$1,200.00	\$1,200.00
48	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	19.00	\$50.00	\$950.00
49	750	Rock Filter Dam (Type 1; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	50.00	\$36.00	\$1,800.00
50	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	MO	4.00	\$6,000.00	\$24,000.00
<b>Subtotal of Item H</b>						<b>\$36,200.00</b>
<b>I</b>	<b>LANDSCAPE</b>					
51	162	Sodding (Disturbed Areas)	LS	1.00	\$10,000.00	\$10,000.00
52	192	Ground Covers (1 gal. 18" O.C.)	SF	12,505.00	\$7.80	\$97,539.00
53	192	Shrubs (3 gal. @ 3' O.C)	SF	1,255.00	\$7.50	\$9,412.50
54	192	Medium Shade Trees (65 gal.)	EA	29.00	\$650.00	\$18,850.00
55	192	Ornamental Trees (30 gal.)	EA	56.00	\$450.00	\$25,200.00
56	192	Mulch	SY	1,530.00	\$35.00	\$53,550.00
57	192	Landscape Bed Organic Soil	CY	510.00	\$45.00	\$22,950.00
58	193	Landscape Maintenance Period (1 Year/24 Visits/Vegetative Watering)	LS	24.00	\$4,000.00	\$96,000.00
59	1002	Bench	EA	39.00	\$1,615.50	\$63,004.50
60	1002	Litter Receptacle	EA	8.00	\$1,210.00	\$9,680.00
61	1002	Bike Rack	EA	5.00	\$378.00	\$1,890.00
62	1002	Bollard	EA	12.00	\$634.50	\$7,614.00
63	1004	Tree Preservation & Treatments	EA	2.00	\$650.00	\$1,300.00
64	1004	Tree Transplants (+/-16 transplant trees up to 6" cal.)	EA	16.00	\$5,000.00	\$80,000.00
<b>Subtotal of Item I</b>						<b>\$496,990.00</b>

# CONSTRUCTION COST ESTIMATE

**Project:** Harris Street  
**Limit From:** FM 1093  
**Limit To:** 5th Street  
**Proj Length:** Option 1  
**Precinct:** NA  
**UPIN:** NA  
**Job No:** This is the number available when advertising project  
**Prepared By:** MBCO Engineering  
**Date:** 09/28/23

Summary of Estimate		
Stage:	Proposal	
<b>Total Amount for Roadway:</b>	<b>\$2,385,455.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Grand Total Amount:</b>	<b>\$2,385,455.00</b>	
<b>Contingencies:</b>	<b>10%</b>	<b>\$238,545.50</b>
<b>Grand Total Project:</b>		<b>\$2,624,000.50</b>

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>J</b>	<b>** EXTRA WORK ITEMS</b>					
65	400	Permitting (allowance**)	LS	1.00	\$25,000.00	\$25,000.00
66	400	Extra Cement Stabilized Sand	CY	100.00	\$25.00	\$2,500.00
67	DWG	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	EA	3.00	\$2,500.00	\$7,500.00
68	436	Well Pointing (Min. Bid \$15/LF)	LF	100.00	\$15.00	\$1,500.00
69	559	Construction Safety Fence	LF	200.00	\$10.00	\$2,000.00
71	DWG	Stormwater Pump Station	EA	1.00	\$75,000.00	\$75,000.00
72	130	Borrow	CY	300.00	\$12.00	\$3,600.00
<b>Subtotal of Item J</b>						<b>\$117,100.00</b>



**MBCO**  
ENGINEERING + SURVEYING

1505 Highway 6 South, Suite 180  
Houston, Texas 77077  
281.750.1555  
MBCOEngineering.com  
SBE/WBE/DBE/HUB  
TSP/ELS Engineering Firm No. F-16850  
Land Surveying Firm No. 10194810

CITY OF FULSHEAR  
HARRIS STREET IMPROVEMENTS

OPTION 1

Date:	September 28, 2023	Job No.:	0084-2202	SHEET
Drawn By:	DR	Scale:		01 OF 3
Checked By:	SS	Horz:		
		Vert:		

# CONSTRUCTION COST ESTIMATE

**Project:** Harris Street  
**Limit From:** FM 1093  
**Limit To:** 5th Street  
**Proj Length:** Opt 4 (Plaza)  
**Precinct:** NA  
**UPIN:** NA  
**Job No:** This is the number available when advertising project  
**Prepared By:** MBCO Engineering  
**Date:** 09/29/23

Summary of Estimate		
Stage:	Proposal	
Total Amount for Roadway:	\$2,325,640.00	
Total Amount for XXXX:	\$0.00	
Total Amount for XXXX:	\$0.00	
Total Amount for XXXX:	\$0.00	
Grand Total Amount:	\$2,325,640.00	
Contingencies:	10%	\$232,564.00
Grand Total Project:	\$2,558,204.00	

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>A SITE PREPARATION AND EARTHWORK</b>						
1	DWG	Project Sign	EA	2.00	\$1,000.00	\$2,000.00
2	500-6001	Mobilization	LS	1.00	\$40,000.00	\$40,000.00
3	102	Clearing and Grubbing	LS	1.00	\$12,000.00	\$12,000.00
4	104	Removing Old Concrete (Pavement W/Curb)	SY	305.00	\$13.00	\$3,965.00
5	104	Removing Old Concrete (Curb)	LF	70.00	\$3.00	\$210.00
6	110	Roadway Excavation Including 3" Topsoil	CY	4,834.00	\$18.00	\$87,012.00
7	465	Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	LF	660.00	\$13.00	\$8,580.00
8	495	Removing Old Structures – Inlets (All Depths)	EA	2.00	\$500.00	\$1,000.00
9	495	Removing Old Structures – Manholes (All Depths)	EA	1.00	\$400.00	\$400.00
10	500	Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	LS	1.00	\$2,500.00	\$2,500.00
11	540	Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	4,620.00	\$5.00	\$23,100.00
12	550	Remove and Salvage Fence (All Types)	LF	0.00	\$3.00	\$0.00
<b>Subtotal of Item A</b>						<b>\$180,767.00</b>
<b>B PAVING</b>						
13	220	Lime Stabilized Subgrade (8" Depth)	SY	5,875.00	\$3.50	\$20,562.50
14	221	Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	68.00	\$175.00	\$11,900.00
15	250	HMAC Base Course (Black Base)	TON	37.00	\$85.00	\$3,145.00
16	340	Hot Mix - Hot Laid Asphaltic Concrete	TON	99.00	\$100.00	\$9,900.00
17	360	Concrete Pavement (8")	SY	4,825.00	\$75.00	\$361,875.00
18	530	Reinforced Concrete Curb ( 6")	LF	2,048.00	\$4.25	\$8,704.00
19	530	Reinforced Concrete Sidewalks (4-1/2")	SY	3,778.00	\$50.00	\$188,900.00
20	530	Reinforced Concrete Driveways (6")	SY	590.00	\$75.00	\$44,250.00
21	530	ADA Ramp - Type 7	EA	37.00	\$1,500.00	\$55,500.00
22	DWG	Integral Colored Patterned Concrete for Crosswalk	SF	3,140.00	\$17.00	\$53,380.00
<b>Subtotal of Item B</b>						<b>\$758,116.50</b>
<b>C STORM SEWER</b>						
23	429	Trench Safety System (5' to 10')	LF	2,100.00	\$10.00	\$21,000.00
24	429	Trench Safety System (10' to 15')	LF	0.00	\$13.00	\$0.00
25	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")*	LF	600.00	\$85.00	\$51,000.00
26	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")*	LF	320.00	\$115.00	\$36,800.00
27	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")*	LF	2,617.00	\$135.00	\$353,295.00
28	471	Precast Concrete Standard Manhole (All Depths)	EA	11.00	\$6,500.00	\$71,500.00
29	471	Junction Box	EA	3.00	\$7,000.00	\$21,000.00
30	472	Type H2 Inlet	EA	10.00	\$8,200.00	\$82,000.00
31	472	Type A Inlet	EA	1.00	\$3,500.00	\$3,500.00
32	473	Adjusting Manhole	EA	10.00	\$600.00	\$6,000.00
33	480	Brick Plug (All Box Sizes)	EA	3.00	\$500.00	\$1,500.00
<b>Subtotal of Item C</b>						<b>\$647,595.00</b>
<b>D TRAFFIC CONTROL PLAN</b>						

# CONSTRUCTION COST ESTIMATE

**Project:** Harris Street  
**Limit From:** FM 1093  
**Limit To:** 5th Street  
**Proj Length:** Opt 4 (Plaza)  
**Precinct:** NA  
**UPIN:** NA  
**Job No:** This is the number available when advertising project  
**Prepared By:** MBCO Engineering  
**Date:** 09/29/23

Summary of Estimate		
Stage:	Proposal	
<b>Total Amount for Roadway:</b>		<b>\$2,325,640.00</b>
<b>Total Amount for XXXX:</b>		<b>\$0.00</b>
<b>Total Amount for XXXX:</b>		<b>\$0.00</b>
<b>Total Amount for XXXX:</b>		<b>\$0.00</b>
<b>Grand Total Amount:</b>		<b>\$2,325,640.00</b>
<b>Contingencies:</b>	<b>10%</b>	<b>\$232,564.00</b>
<b>Grand Total Project:</b>		<b>\$2,558,204.00</b>

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
34	671	Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	4.00	\$6,000.00	\$24,000.00
35	671	Temporary Residential Driveways - Furnish-Install & Remove	EA	2.00	\$800.00	\$1,600.00
36	671	Temporary Commercial Driveways - Furnish-Install & Remove	EA	1.00	\$1,000.00	\$1,000.00
37	1555	Flagmen	LS	1.00	\$40,000.00	\$40,000.00
<b>Subtotal of Item D</b>						<b>\$66,600.00</b>
<b>E</b>	<b>SIGNING AND PAVEMENT MARKINGS</b>					
38	624	Aluminum Signs (Ground Mounted)- Furnish & Install	EA	18.00	\$600.00	\$10,800.00
39	660	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	LF	1,600.00	\$1.20	\$1,920.00
40	660	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	LF	967.00	\$4.50	\$4,351.50
41	660	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	LF	190.00	\$10.00	\$1,900.00
42	663	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	EA	600.00	\$5.50	\$3,300.00
<b>Subtotal of Item E</b>						<b>\$22,271.50</b>
<b>H</b>	<b>STORM WATER POLLUTION PREVENTION PLAN</b>					
43	165	Hydro-Mulch Seeding	AC	0.50	\$1,500.00	\$750.00
44	713	Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	3,200.00	\$1.50	\$4,800.00
45	719	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	10.00	\$70.00	\$700.00
46	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal))	EA	2.00	\$1,000.00	\$2,000.00
47	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	1.00	\$1,200.00	\$1,200.00
48	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	19.00	\$50.00	\$950.00
49	750	Rock Filter Dam (Type 1; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	50.00	\$36.00	\$1,800.00
50	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	MO	4.00	\$6,000.00	\$24,000.00
<b>Subtotal of Item H</b>						<b>\$36,200.00</b>
<b>I</b>	<b>LANDSCAPE</b>					
51	162	Sodding (Disturbed Areas)	LS	1.00	\$10,000.00	\$10,000.00
52	192	Ground Covers (1 gal. 18" O.C.)	SF	12,505.00	\$7.80	\$97,539.00
53	192	Shrubs (3 gal. @ 3' O.C)	SF	1,255.00	\$7.50	\$9,412.50
54	192	Medium Shade Trees (65 gal.)	EA	29.00	\$650.00	\$18,850.00
55	192	Ornamental Trees (30 gal.)	EA	56.00	\$450.00	\$25,200.00
56	192	Mulch	SY	1,530.00	\$35.00	\$53,550.00
57	192	Landscape Bed Organic Soil	CY	510.00	\$45.00	\$22,950.00
58	193	Landscape Maintentace Period (1 Year/24 Visits/Vegetative Watering)	LS	24.00	\$4,000.00	\$96,000.00
59	1002	Bench	EA	39.00	\$1,615.50	\$63,004.50
60	1002	Litter Receptacle	EA	8.00	\$1,210.00	\$9,680.00
61	1002	Bike Rack	EA	5.00	\$378.00	\$1,890.00
62	1002	Bollard	EA	12.00	\$634.50	\$7,614.00
63	1004	Tree Preservation & Treatments	EA	2.00	\$650.00	\$1,300.00
64	1004	Tree Transplants (+/-16 transplant trees up to 6" cal.)	EA	16.00	\$5,000.00	\$80,000.00
<b>Subtotal of Item I</b>						<b>\$496,990.00</b>

# CONSTRUCTION COST ESTIMATE

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**Limit To:** 5th Street  
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<b>Grand Total Amount:</b>		<b>\$2,325,640.00</b>
<b>Contingencies:</b>	10%	<b>\$232,564.00</b>
<b>Grand Total Project:</b>		<b>\$2,558,204.00</b>

Note: \* Priced with ADS pipe with cement stabilized backfill

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>J ** EXTRA WORK ITEMS</b>						
65	400	Permitting (allowance**)	LS	1.00	\$25,000.00	\$25,000.00
66	400	Extra Cement Stabilized Sand	CY	100.00	\$25.00	\$2,500.00
67	DWG	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	EA	3.00	\$2,500.00	\$7,500.00
68	436	Well Pointing (Min. Bid \$15/LF)	LF	100.00	\$15.00	\$1,500.00
69	559	Construction Safety Fence	LF	200.00	\$10.00	\$2,000.00
71	DWG	Stormwater Pump Station	EA	1.00	\$75,000.00	\$75,000.00
72	130	Borrow	CY	300.00	\$12.00	\$3,600.00
<b>Subtotal of Item J</b>						<b>\$117,100.00</b>



**MBCO**  
ENGINEERING + SURVEYING

1505 Highway 6 South, Suite 180  
Houston, Texas 77077  
281.750.1555  
MBCOEngineering.com  
SBE/WBE/DBE/HUB  
TSP/ELS Engineering Firm No. F-16850  
Land Surveying Firm No. 10194810

CITY OF FULSHEAR  
HARRIS STREET IMPROVEMENTS

OPTION 4

Date:	September 28, 2023	Job No.:	0084-2202	SHEET
Drawn By:	DR	Scale:		01
Checked By:	SS	Horz:		OF
		Vert:		3



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
6	<b>Economic Development Report</b>
<b>ITEM/MOTION</b>	
<p>Economic Development Report – Briefings or updates may be provided regarding City and Economic Development projects and programs, certificates of occupancy, conferences and meetings attended, upcoming meetings and events, business contacts and announcements, economic indicators, and administrative items.</p> <p>September 18<sup>th</sup> – October 9<sup>th</sup> Activity Overview</p> <ul style="list-style-type: none"><li>a. EDC Website</li><li>b. LinkedIn</li><li>c. Retail Coach Update</li><li>d. Scarecrow Fest Update</li><li>e. TEDC</li></ul>	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Annel Guadalupe  
EDC Director

**SUPPORTING DOCUMENTS:**

None

**EXECUTIVE SUMMARY**

Staff and Legal Counsel will provide a general overview during the meeting.



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
7	CDC & FDC Financials and Payables
<b>ITEM/MOTION</b>	
Consideration and action on financials and payables for the Corporation, for the period ending August 31, 2023.	
<b>PAYABLES:</b>  \$12,087.96 to be approved for August 2023	<b>BUDGET ACCOUNTS:</b>  600-900-5900-10

**SUBMITTED BY:**

Haden Farr  
EDC Coordinator

**SUPPORTING DOCUMENTS:**

1. EDC Financials – August 2023
2. Fund Balance Report – August 2023
3. Payables – August 2023

**EXECUTIVE SUMMARY**

**Financials**

There were \$13,999.65 in CDC Operating Fund (600) expenditures. There were \$43,346.58 of CDC Projects Fund (601) expenditures.

**Payables**

The reimbursement register for the Boards' consideration includes funds to be paid to the City for expenditures (100) pursuant to the Administrative Services Agreement amounting to \$10,985.88 for CDC – A

Because the YTD sales tax is not reported until later in the month, this month's collections are not included in this report.



# CITY OF FULSHEAR

## Finance Department

PO Box 279 / 6611 W Cross Creek Bend Lane  
Fulshear, Texas 77441  
[www.fulsheartexas.gov](http://www.fulsheartexas.gov)

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### MEMORANDUM

To: Type A - Development Corporation  
From: Erin Tureau, Director of Finance, City of Fulshear  
Date: October 2, 2023  
Subject: Monthly Financial Reports

Attached you will find the Type A City of Fulshear Development Corp. Financial Reports for the period August **2023** for both the operating fund and capital projects fund. This period represents **91.67%** of the operating period.

If you have any questions, please don't hesitate to call me at 281.346.1796.



Fulshear, TX

# Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 600 - 4/A OPERATING FUND</b>						
<b>Revenue</b>						
<b>Type: 41 - TAX &amp; FRANCHISE FEES</b>						
<a href="#">600-41301</a>	Sales & Use Tax Revenue	1,560,900.00	1,560,900.00	195,260.99	1,325,293.02	-235,606.98 84.91 %
<b>Type: 41 - TAX &amp; FRANCHISE FEES Total:</b>		<b>1,560,900.00</b>	<b>1,560,900.00</b>	<b>195,260.99</b>	<b>1,325,293.02</b>	<b>-235,606.98 84.91 %</b>
<b>Type: 46 - INTEREST REVENUE</b>						
<a href="#">600-46000</a>	Interest Revenue	7,000.00	7,000.00	9,098.66	61,319.72	54,319.72 876.00 %
<b>Type: 46 - INTEREST REVENUE Total:</b>		<b>7,000.00</b>	<b>7,000.00</b>	<b>9,098.66</b>	<b>61,319.72</b>	<b>54,319.72 876.00 %</b>
<b>Revenue Total:</b>		<b>1,567,900.00</b>	<b>1,567,900.00</b>	<b>204,359.65</b>	<b>1,386,612.74</b>	<b>-181,287.26 88.44 %</b>
<b>Expense</b>						
<b>Department: 100 - 100</b>						
<b>ExpCategory: 53 - SUPPLIES</b>						
<a href="#">600-100-5311-00</a>	Supplies	500.00	500.00	0.00	0.00	500.00 0.00 %
<b>ExpCategory: 53 - SUPPLIES Total:</b>		<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00 0.00 %</b>
<b>ExpCategory: 54 - CONTRACTUAL SERVICES</b>						
<a href="#">600-100-5411-00</a>	Admin Prof. Serv. - Legal	55,000.00	55,000.00	894.30	13,501.43	41,498.57 24.55 %
<a href="#">600-100-5411-10</a>	Professional Svcs - Consulting	1,500.00	1,500.00	0.00	0.00	1,500.00 0.00 %
<a href="#">600-100-5413-00</a>	Meeting Security	2,000.00	2,000.00	168.30	617.25	1,382.75 30.86 %
<a href="#">600-100-5414-00</a>	Community Events	37,500.00	37,500.00	228.38	23,397.77	14,102.23 62.39 %
<a href="#">600-100-5421-04</a>	Admin - Indemnity Insurance	600.00	600.00	0.00	0.00	600.00 0.00 %
<a href="#">600-100-5495-00</a>	Loan - Commercial Build Out	540,000.00	540,000.00	0.00	0.00	540,000.00 0.00 %
<b>ExpCategory: 54 - CONTRACTUAL SERVICES Total:</b>		<b>636,600.00</b>	<b>636,600.00</b>	<b>1,290.98</b>	<b>37,516.45</b>	<b>599,083.55 5.89 %</b>
<b>ExpCategory: 55 - OTHER CHARGES</b>						
<a href="#">600-100-5526-00</a>	Admin - Public Notices	500.00	500.00	0.00	81.40	418.60 16.28 %
<a href="#">600-100-5528-00</a>	Travel & Training	8,000.00	8,000.00	1,278.08	1,873.65	6,126.35 23.42 %
<a href="#">600-100-5528-05</a>	Continuing Education	1,500.00	1,500.00	0.00	150.00	1,350.00 10.00 %
<b>ExpCategory: 55 - OTHER CHARGES Total:</b>		<b>10,000.00</b>	<b>10,000.00</b>	<b>1,278.08</b>	<b>2,105.05</b>	<b>7,894.95 21.05 %</b>
<b>Department: 100 - 100 Total:</b>		<b>647,100.00</b>	<b>647,100.00</b>	<b>2,569.06</b>	<b>39,621.50</b>	<b>607,478.50 6.12 %</b>
<b>Department: 900 - Transfers</b>						
<b>ExpCategory: 59 - TRANSFERS</b>						
<a href="#">600-900-5900-10</a>	Xfer Out - ASA Reimbursement	186,582.00	186,582.00	10,804.34	121,753.53	64,828.47 65.25 %
<a href="#">600-900-5900-12</a>	Xfer Out - ASA Shared Space Fee	7,515.00	7,515.00	626.25	6,888.75	626.25 91.67 %
<a href="#">600-900-5900-61</a>	Xfer Out - 4/A Project Fund 601	700,000.00	700,000.00	0.00	0.00	700,000.00 0.00 %
<a href="#">600-900-5901-10</a>	Xfer Out - ASA Shared Service	55,000.00	55,000.00	0.00	55,000.00	0.00 100.00 %
<b>ExpCategory: 59 - TRANSFERS Total:</b>		<b>949,097.00</b>	<b>949,097.00</b>	<b>11,430.59</b>	<b>183,642.28</b>	<b>765,454.72 19.35 %</b>
<b>Department: 900 - Transfers Total:</b>		<b>949,097.00</b>	<b>949,097.00</b>	<b>11,430.59</b>	<b>183,642.28</b>	<b>765,454.72 19.35 %</b>
<b>Expense Total:</b>		<b>1,596,197.00</b>	<b>1,596,197.00</b>	<b>13,999.65</b>	<b>223,263.78</b>	<b>1,372,933.22 13.99 %</b>
<b>Fund: 600 - 4/A OPERATING FUND Surplus (Deficit):</b>		<b>-28,297.00</b>	<b>-28,297.00</b>	<b>190,360.00</b>	<b>1,163,348.96</b>	<b>1,191,645.96 -4,111.21 %</b>
<b>Fund: 601 - 4/A - PROJECTS FUND</b>						
<b>Revenue</b>						
<b>Type: 46 - INTEREST REVENUE</b>						
<a href="#">601-46000</a>	Interest Revenue	2,000.00	2,000.00	6,100.68	53,888.45	51,888.45 2,694.42 %
<b>Type: 46 - INTEREST REVENUE Total:</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>6,100.68</b>	<b>53,888.45</b>	<b>51,888.45 2,694.42 %</b>
<b>Type: 49 - TRANSFERS</b>						
<a href="#">601-49560</a>	Xfer In - 4/A EDC Fund 600	700,000.00	700,000.00	0.00	0.00	-700,000.00 0.00 %
<b>Type: 49 - TRANSFERS Total:</b>		<b>700,000.00</b>	<b>700,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-700,000.00 0.00 %</b>
<b>Revenue Total:</b>		<b>702,000.00</b>	<b>702,000.00</b>	<b>6,100.68</b>	<b>53,888.45</b>	<b>-648,111.55 7.68 %</b>

Budget Report

For Fiscal: 2022-2023 Period Ending: 08/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
<b>Department: 000 - Non-Departmental</b>						
<b>ExpCategory: 54 - CONTRACTUAL SERVICES</b>						
<a href="#">601-000-5470-01</a>	Targeted Incentives	50,000.00	50,000.00	0.00	0.00	50,000.00 0.00 %
<a href="#">601-000-5470-02</a>	Promotional Expenses	156,090.00	216,936.67	43,346.58	107,575.42	109,361.25 49.59 %
<a href="#">601-000-5470-03</a>	Studies Expense	50,000.00	51,835.48	0.00	8,658.75	43,176.73 16.70 %
<b>ExpCategory: 54 - CONTRACTUAL SERVICES Total:</b>		<b>256,090.00</b>	<b>318,772.15</b>	<b>43,346.58</b>	<b>116,234.17</b>	<b>202,537.98 36.46 %</b>
<b>ExpCategory: 56 - CAPITAL OUTLAY</b>						
<a href="#">601-000-5600-12</a>	Ec Dev Strat Plan Implem (EDC)	0.00	2,262.50	0.00	506.25	1,756.25 22.38 %
<b>ExpCategory: 56 - CAPITAL OUTLAY Total:</b>		<b>0.00</b>	<b>2,262.50</b>	<b>0.00</b>	<b>506.25</b>	<b>1,756.25 22.38 %</b>
<b>Department: 000 - Non-Departmental Total:</b>		<b>256,090.00</b>	<b>321,034.65</b>	<b>43,346.58</b>	<b>116,740.42</b>	<b>204,294.23 36.36 %</b>
<b>Department: 900 - Transfers</b>						
<b>ExpCategory: 59 - TRANSFERS</b>						
<a href="#">601-900-5906-30</a>	Xfer Out - #300 D22A Eastside Drai...	625,000.00	625,000.00	0.00	0.00	625,000.00 0.00 %
<b>ExpCategory: 59 - TRANSFERS Total:</b>		<b>625,000.00</b>	<b>625,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>625,000.00 0.00 %</b>
<b>Department: 900 - Transfers Total:</b>		<b>625,000.00</b>	<b>625,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>625,000.00 0.00 %</b>
<b>Expense Total:</b>		<b>881,090.00</b>	<b>946,034.65</b>	<b>43,346.58</b>	<b>116,740.42</b>	<b>829,294.23 12.34 %</b>
<b>Fund: 601 - 4/A - PROJECTS FUND Surplus (Deficit):</b>		<b>-179,090.00</b>	<b>-244,034.65</b>	<b>-37,245.90</b>	<b>-62,851.97</b>	<b>181,182.68 25.76 %</b>
<b>Report Surplus (Deficit):</b>		<b>-207,387.00</b>	<b>-272,331.65</b>	<b>153,114.10</b>	<b>1,100,496.99</b>	<b>1,372,828.64 -404.10 %</b>

**Group Summary**

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 600 - 4/A OPERATING FUND</b>						
<b>Revenue</b>						
Type: 41 - TAX & FRANCHISE FEES						
	1,560,900.00	1,560,900.00	195,260.99	1,325,293.02	-235,606.98	84.91 %
Type: 41 - TAX & FRANCHISE FEES Total:	1,560,900.00	1,560,900.00	195,260.99	1,325,293.02	-235,606.98	84.91 %
Type: 46 - INTEREST REVENUE						
	7,000.00	7,000.00	9,098.66	61,319.72	54,319.72	876.00 %
Type: 46 - INTEREST REVENUE Total:	7,000.00	7,000.00	9,098.66	61,319.72	54,319.72	876.00 %
Revenue Total:	1,567,900.00	1,567,900.00	204,359.65	1,386,612.74	-181,287.26	88.44 %
<b>Expense</b>						
<b>Department: 100 - 100</b>						
53 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
54 - CONTRACTUAL SERVICES	636,600.00	636,600.00	1,290.98	37,516.45	599,083.55	5.89 %
55 - OTHER CHARGES	10,000.00	10,000.00	1,278.08	2,105.05	7,894.95	21.05 %
Department: 100 - 100 Total:	647,100.00	647,100.00	2,569.06	39,621.50	607,478.50	6.12 %
<b>Department: 900 - Transfers</b>						
59 - TRANSFERS	949,097.00	949,097.00	11,430.59	183,642.28	765,454.72	19.35 %
Department: 900 - Transfers Total:	949,097.00	949,097.00	11,430.59	183,642.28	765,454.72	19.35 %
Expense Total:	1,596,197.00	1,596,197.00	13,999.65	223,263.78	1,372,933.22	13.99 %
Fund: 600 - 4/A OPERATING FUND Surplus (Deficit):	-28,297.00	-28,297.00	190,360.00	1,163,348.96	1,191,645.96	-4,111.21 %
<b>Fund: 601 - 4/A - PROJECTS FUND</b>						
<b>Revenue</b>						
Type: 46 - INTEREST REVENUE						
	2,000.00	2,000.00	6,100.68	53,888.45	51,888.45	2,694.42 %
Type: 46 - INTEREST REVENUE Total:	2,000.00	2,000.00	6,100.68	53,888.45	51,888.45	2,694.42 %
Type: 49 - TRANSFERS						
	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Type: 49 - TRANSFERS Total:	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Revenue Total:	702,000.00	702,000.00	6,100.68	53,888.45	-648,111.55	7.68 %
<b>Expense</b>						
<b>Department: 000 - Non-Departmental</b>						
54 - CONTRACTUAL SERVICES	256,090.00	318,772.15	43,346.58	116,234.17	202,537.98	36.46 %
56 - CAPITAL OUTLAY	0.00	2,262.50	0.00	506.25	1,756.25	22.38 %
Department: 000 - Non-Departmental Total:	256,090.00	321,034.65	43,346.58	116,740.42	204,294.23	36.36 %
<b>Department: 900 - Transfers</b>						
59 - TRANSFERS	625,000.00	625,000.00	0.00	0.00	625,000.00	0.00 %
Department: 900 - Transfers Total:	625,000.00	625,000.00	0.00	0.00	625,000.00	0.00 %
Expense Total:	881,090.00	946,034.65	43,346.58	116,740.42	829,294.23	12.34 %
Fund: 601 - 4/A - PROJECTS FUND Surplus (Deficit):	-179,090.00	-244,034.65	-37,245.90	-62,851.97	181,182.68	25.76 %
Report Surplus (Deficit):	-207,387.00	-272,331.65	153,114.10	1,100,496.99	1,372,828.64	-404.10 %

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>
600 - 4/A OPERATING FUND	-28,297.00	-28,297.00	190,360.00	1,163,348.96	1,191,645.96
601 - 4/A - PROJECTS FUND	-179,090.00	-244,034.65	-37,245.90	-62,851.97	181,182.68
<b>Report Surplus (Deficit):</b>	<b>-207,387.00</b>	<b>-272,331.65</b>	<b>153,114.10</b>	<b>1,100,496.99</b>	<b>1,372,828.64</b>



Fulshear, TX

# Fund Balance Report

As Of 08/31/2023

<b>Fund</b>	<b>Beginning Balance</b>	<b>Total Revenues</b>	<b>Total Expenses</b>	<b>Ending Balance</b>
600 - 4/A OPERATING FUND	1,657,804.07	1,386,612.74	223,263.78	2,821,153.03
601 - 4/A - PROJECTS FUND	2,760,634.07	53,888.45	116,740.42	2,697,782.10
<b>Report Total:</b>	<b>4,418,438.14</b>	<b>1,440,501.19</b>	<b>340,004.20</b>	<b>5,518,935.13</b>



Fulshear, TX

# Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 100 - GENERAL FUND</b>							
<b>Expense</b>							
<b>Department: 180 - Economic Development</b>							
<b>ExpCategory: 52 - PERSONNEL COSTS</b>							
<a href="#">100-180-5210-00</a>	Salaries & Wages	190,503.00	190,503.00	14,392.00	124,874.25	65,628.75	65.55 %
<a href="#">100-180-5230-00</a>	Payroll Tax Expense	14,573.00	14,573.00	1,078.46	9,665.30	4,907.70	66.32 %
<a href="#">100-180-5235-00</a>	Employee Health Benefits	23,047.00	23,047.00	29.00	14,108.16	8,938.84	61.21 %
<a href="#">100-180-5238-00</a>	Retirement Contribution	15,240.00	15,240.00	1,151.36	10,233.52	5,006.48	67.15 %
<b>ExpCategory: 52 - PERSONNEL COSTS Total:</b>		<b>243,363.00</b>	<b>243,363.00</b>	<b>16,650.82</b>	<b>158,881.23</b>	<b>84,481.77</b>	<b>65.29 %</b>
<b>ExpCategory: 53 - SUPPLIES</b>							
<a href="#">100-180-5311-00</a>	Supplies	1,250.00	1,250.00	140.66	729.91	520.09	58.39 %
<a href="#">100-180-5314-00</a>	Publications/Ref Material	500.00	500.00	0.00	240.67	259.33	48.13 %
<a href="#">100-180-5316-00</a>	Minor Tools & Equipment	1,500.00	1,500.00	0.00	424.14	1,075.86	28.28 %
<a href="#">100-180-5326-00</a>	Uniforms/Shirts	300.00	300.00	0.00	260.17	39.83	86.72 %
<a href="#">100-180-5381-00</a>	Meeting Expenses	2,000.00	2,000.00	1,158.21	1,418.30	581.70	70.92 %
<b>ExpCategory: 53 - SUPPLIES Total:</b>		<b>5,550.00</b>	<b>5,550.00</b>	<b>1,298.87</b>	<b>3,073.19</b>	<b>2,476.81</b>	<b>55.37 %</b>
<b>ExpCategory: 54 - CONTRACTUAL SERVICES</b>							
<a href="#">100-180-5411-00</a>	Prof. Services - Consulting	30,000.00	30,000.00	0.00	35,778.14	-5,778.14	119.26 %
<a href="#">100-180-5411-14</a>	Prof. Service Legal & Engineer	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
<a href="#">100-180-5434-00</a>	Telecommunications	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<a href="#">100-180-5440-00</a>	Marketing	22,500.00	22,500.00	0.00	19,775.35	2,724.65	87.89 %
<a href="#">100-180-5472-00</a>	Business Devlpmnt & Retention	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
<b>ExpCategory: 54 - CONTRACTUAL SERVICES Total:</b>		<b>82,000.00</b>	<b>82,000.00</b>	<b>0.00</b>	<b>55,553.49</b>	<b>26,446.51</b>	<b>67.75 %</b>
<b>ExpCategory: 55 - OTHER CHARGES</b>							
<a href="#">100-180-5520-00</a>	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
<a href="#">100-180-5527-00</a>	Dues & Memberships	3,000.00	3,000.00	0.00	1,350.00	1,650.00	45.00 %
<a href="#">100-180-5527-01</a>	Dues & Memberships - Org.	17,250.00	17,250.00	3,000.00	17,150.00	100.00	99.42 %
<a href="#">100-180-5528-00</a>	Travel & Training	12,500.00	12,500.00	3,097.77	9,052.22	3,447.78	72.42 %
<a href="#">100-180-5530-00</a>	Technology Maintenance	30,000.00	30,000.00	128.46	1,462.47	28,537.53	4.87 %
<a href="#">100-180-5531-00</a>	Mileage	1,500.00	1,500.00	0.00	69.38	1,430.62	4.63 %
<b>ExpCategory: 55 - OTHER CHARGES Total:</b>		<b>64,750.00</b>	<b>64,750.00</b>	<b>6,226.23</b>	<b>29,084.07</b>	<b>35,665.93</b>	<b>44.92 %</b>
<b>Department: 180 - Economic Development Total:</b>		<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Expense Total:</b>		<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Fund: 100 - GENERAL FUND Total:</b>		<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Report Total:</b>		<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>

**Group Summary**

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 100 - GENERAL FUND</b>						
<b>Expense</b>						
<b>Department: 180 - Economic Development</b>						
52 - PERSONNEL COSTS	243,363.00	243,363.00	16,650.82	158,881.23	84,481.77	65.29 %
53 - SUPPLIES	5,550.00	5,550.00	1,298.87	3,073.19	2,476.81	55.37 %
54 - CONTRACTUAL SERVICES	82,000.00	82,000.00	0.00	55,553.49	26,446.51	67.75 %
55 - OTHER CHARGES	64,750.00	64,750.00	6,226.23	29,084.07	35,665.93	44.92 %
<b>Department: 180 - Economic Development Total:</b>	<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Expense Total:</b>	<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Fund: 100 - GENERAL FUND Total:</b>	<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>
<b>Report Total:</b>	<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - GENERAL FUND	395,663.00	395,663.00	24,175.92	246,591.98	149,071.02	62.32 %
<b>Report Total:</b>	<b>395,663.00</b>	<b>395,663.00</b>	<b>24,175.92</b>	<b>246,591.98</b>	<b>149,071.02</b>	<b>62.32 %</b>

Reimbursable to the City:

CDC - "A" 600-900-5900-10 \$12,087.96

Approved: \_\_\_\_\_ Date: \_\_\_\_\_



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**

October 9, 2023

ITEM	TITLE
8	Minutes
<b>ITEM/MOTION</b>	
Consideration and action on minutes of the Corporation for the September 18, 2023 meeting.	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Haden Farr  
EDC Coordinator

**SUPPORTING DOCUMENTS:**

1. CDC Draft Minutes – September 18

**EXECUTIVE SUMMARY**

Draft minutes are attached for the Boards' consideration.



# CITY OF FULSHEAR DEVELOPMENT CORPORATION

A Type "A" Economic Development Sales Tax Corporation

PO Box 279 · 6611 West Cross Creek Bend Lane · Fulshear, Texas 77441 · (281) 346-1796 · www.fulsheartexas.gov

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## Meeting Minutes September 18, 2023 6:00 PM

**Board Members Present:** Bryan White; Paul Foster; Bonnie Tyler; Rev. Jackie Gilmore; Devin Holmes

**Board Members Absent:** None

**Staff:** Annel Guadalupe (EDC Director); Haden Farr (EDC Coordinator); William Henry (PD); Dan Santee (Legal Counsel); Tiffany Stodder (PW); Sharon Valiante (PW)

**Attendees:** Don McCoy; Kaye Kahlich; Jonathan Bellock; Rebecca Seitz

### 1. Call to Order

There being a quorum, Bryan White called the meeting to order at 6:00 p.m.

- 2. Public Comments - Citizens who desire to address the Corporation making either general comments (i.e., matters not on the agenda) or regarding matters on the agenda will be received at this time. Citizens desiring to make comments must register with the Corporation prior to the meeting being called to order. The number of speakers will be limited to the first ten (10) speakers and each speaker is limited to three (3) minutes. Discussion by directors regarding matters on the agenda will only be made at the time the subject is scheduled for consideration.**

**In accordance with the Texas Open Meetings Act, the Corporation may respond to a general comment by (1) responding with a statement of specific factual information or (2) recite the Corporation's existing policy on that issue. The Corporation may also direct the person making the general comment to visit with staff about the issue, or the Corporation may offer to place the item on the agenda for discussion at a future meeting.**

None

- 3. Presentation, consideration and possible action on the purchase of CoStar and LoopLink software.**

Rebecca Seitz of presented information on both CoStar and LoopLink software, and fielded questions from the Board. Staff provided feedback to the Boards on how that software would be integrated into day-to-day work and noted the benefits of the purchase.

Motion to approve the purchase of CoStar and LoopLink software for the amount of \$9,900 (\$4,950 per Board).

– Tyler; Second – Foster

Ayes: 5

Nays: 0

Abstentions: 0

#### **4. Presentation on potential commercial development of EDC-owned property**

Jonathan Bellock of First Hartford Realty presented a rough concept for commercial development of property owned by the EDC as well as the surrounding properties.

Tommy Kuykendall (FDC) made note that the purchase of the property by the Boards was done so in an effort to facilitate a transformative project, not a traditional retail site.

Both Devin Holmes, and Jennifer Hagemann (FDC) noted displeasure with the typical retail development being proposed in proximity to the adjacent neighborhood.

A general consensus of displeasure with the presented project was agreed upon by the Boards, as was the desire to see additional examples of past projects completed by the firm, and additional concepts that would more align with EDC vision.

#### **5. Executive Session**

##### **a. Pursuant to Section 551.087 – Deliberation Regarding Economic Development Negotiations (First Hartford Realty-EDC Property)**

No Session taken.

#### **6. Take action, as necessary, on items discussed in Executive Session.**

No session taken.

#### **7. Economic Development Report – Briefings or updates may be provided regarding City and Economic Development projects and programs, certificates of occupancy, conferences and meetings attended, upcoming meetings and events, business contacts and announcements, economic indicators, and administrative items.**

##### **a. August 21<sup>st</sup> - September 18<sup>th</sup> Activity Overview:**

##### **1. EDC Website**

Annel Guadalupe informed the Boards of the targeted launch date of between October 1<sup>st</sup> and 15<sup>th</sup>.

##### **2. TACVB Conference Report**

Annel Guadalupe and Haden Farr gave a brief recap of the TACVB conference outlining some of the information that will be helpful as Fulshear continues to evolve.

##### **3. Harris Street Update**

Tiffany Stodder (PW) outlined the current state of the Harris Street project and



# CITY OF FULSHEAR DEVELOPMENT CORPORATION

## A Type "A" Economic Development Sales Tax Corporation

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highlighted some of the difficulties currently facing the project. She cited drainage capacity as the main concern and noted that a solution was currently being worked on.

Lee O'Brien (FDC) expressed concerns over the budget for the project.

### **4. Retail Coach Update**

Haden Farr covered some of the highlights in the memo provided by The Retail Coach, making note of some new additions to the prospect pipeline.

### **5. Misc. Updates**

Annel provided several Misc. updates for the Boards, including the upcoming TEDC conference, a visit by staff to The Cannon, positive reception by the Fulshear Farmers' Market on EDC support, and a reminder of the beginning of separate Board meetings.

### **8. Consideration and action on financials and payables for the Corporation for the period ending July 31, 2023.**

Motion to approve the financials and payables for the period ending July 31, 2023

– Foster; Second – Tyler

Ayes: 5

Nays: 0

Abstentions: 0

### **9. Consideration and action on minutes of the Corporation for the August 21, 2023, meeting.**

Motion to approve the minutes of the Corporation for the August 21, 2023, meeting.

– Tyler; Second – Foster

Ayes: 5

Nays: 0

Abstentions: 0

### **10. Discussion on a modified CDC/FDC – Fulshear Katy Area Chamber of Commerce MOU for FY24.**

Annel Guadalupe discussed several ideas for the development of a future partnership with the Fulshear Katy Area Chamber of Commerce (FKACC). These included the inclusion of a "Chamber Row" at future events, and gifted memberships for new businesses to Fulshear.

Don McCoy (FKACC) voiced his support for these new initiatives and noted the desire for a continued and strengthen relationship between the organizations.

Annel notified the Boards that an updated MOU would be presented at a future meeting for consideration and adoption.

**11. Consideration and action on the adoption of the Software and Hosting Agreement with Atlas Integrated.**

Annel provided some background on the agreement stating that it was a necessary part of the contract for the EDC website that had been overlooked during the initial contract process.

Motion to approve and adopt the Software and Hosting Agreement with Atlas Integrated in the amount of \$2,500 (\$1,250 per Board).

– Foster; Second – Gilmore  
 Ayes: 5                      Nays: 0                      Abstentions: 0

**12. Discussion on Christmas Programming.**

Annel Guadalupe informed the Boards that the preparation for Christmas programming was underway, and invited Directors to provide feedback and suggestions to staff regarding any type of activity or event they would like to see during the holiday season.

**13. Presentation by City Council Liaison regarding relevant action taken at the previous City Council meeting(s).**

None.

**14. Future agenda items**

**The Board of Directors of the Corporation will have the opportunity to inquire about subjects for which notice has not been given but which individual members of the Board of Directors of the Corporation wish to place on the agenda for a subsequent meeting. At this time, only statements of specific factual information and a recitation of existing policy may be made in response to the inquiry. In accordance with Section 551.042 of the Texas Open Meetings Act, the only deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.**

Director, etc.	Suggestion or comment made by director, etc.
Mark DeRouen (FDC)	<ul style="list-style-type: none"> <li>• Memo discussion new legislation affecting the EDC</li> </ul>
Lee O'Brien (FDC)	<ul style="list-style-type: none"> <li>• Continued updates on the state of Harris Street</li> </ul>
Tommy Kuykendall (FDC)	<ul style="list-style-type: none"> <li>• Briefing on the Fort Bend County mobility bond, and drafted memo of support</li> </ul>

**15. Announcements**

**The Board of Directors of the Corporation will have the opportunity to address items of**



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**community interest, which – as aligned with Section 551.0415 of the Texas Open Meetings Act – specifically includes (1) expressions of thanks, congratulations, or**

**condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen; (4) a reminder about an upcoming event organized or sponsored by the Corporation; (5) information regarding an event organized or sponsored by an entity other than the Corporation that was attended or is scheduled to be attended by a member of the Board of Directors of the Corporation; and, (6) announcements involving an imminent threat to the public health and safety of people in the City of Fulshear that has arisen after the posting of the agenda.**

Director	Announcement or comment made by director
N/A	None

## 16. Adjournment

Motion to adjourn at 7:45 p.m.  
– Holmes; Second – Gilmore

Ayes:4

Nays: 0

Abstentions: 0

**Passed and approved this 9<sup>th</sup> of October 2023.**

\_\_\_\_\_  
President

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Secretary



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**

October 9, 2023

ITEM	TITLE
9	<b>Consideration and Possible Action on the Adoption of a Contract with the Cannon</b>
<b>ITEM/MOTION</b>	
Consideration and possible action on the adoption of a contract with The Cannon for services related to the Fulshear Business and Innovation Hub (Fulshear Fast Track).	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Haden Farr  
EDC Coordinator

**SUPPORTING DOCUMENTS:**

- The Cannon Contract for Professional Services

**EXECUTIVE SUMMARY**

This contract was drafted in response to the motion to approve The Cannon

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the CITY OF FULSHEAR DEVELOPMENT CORPORATION and the FULSHEAR DEVELOPMENT CORPORATION ("FEDC") and The Cannon Workspace, LLC ("CONSULTANT").

The FEDC engages the CONSULTANT to perform professional services for a project known and described as the Fulshear Fastrack ("PROJECT").

### SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to FEDC standards and in accordance with the degree of care and skill that a professional in Texas would exercise under the same or similar circumstances:

- A. The CONSULTANT shall launch and manage a new Hub for entrepreneurs, small business owners and innovators in Fulshear, Texas. See Exhibits A - C, attached, for a detailed Scope of Work, Hub Director Job Description and Performance Metrics for the PROJECT.
- B. See Exhibit D for a detailed budget, including estimated operating costs of the PROJECT.
- C. The CONSULTANT acknowledges that the FEDC (through City of Fulshear documentation) considers the following to be misconduct that is grounds for termination of a FEDC or City contractor: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the FEDC. The CONSULTANT agrees that it will not, directly or indirectly; encourage a FEDC employee to engage in such misconduct.
- D. The CONSULTANT recognizes that all collateral, documents or work product, including all contacts and other data from the Hub portal, generated by the CONSULTANT under the CONTRACT shall be delivered to the FEDC upon request and shall become subject to the Open Records Laws of this State.
- E. The CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the CONSULTANT, its agents, employees or subcontractors under this Agreement, as follows:
  - (1) Workers' Compensation as required by law.
  - (2) Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

- (3) Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- (4) Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

The CONSULTANT shall include the FEDC as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the FEDC before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the FEDC and only after the FEDC has been provided with written notice of such Change in Coverage, such notice to be sent to the FEDC either by hand delivery to the City of Fulshear Director of Economic Development or by certified mail, return receipt requested, and received by the FEDC no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this CONTRACT, CONSULTANT shall furnish FEDC with Certificates of Insurance, or formal endorsements as required by this CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this CONTRACT are in full force and effect.

- F. The CONSULTANT shall indemnify and hold the FEDC, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind for which CONSULTANT is legally liable, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or errors in design, any of which are caused by the negligent act or omission of the CONSULTANT, his officers, employees, agents, or subcontractors under this CONTRACT.
- H. All parties intend that the CONSULTANT, in performing services pursuant to this CONTRACT, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CONSULTANT is not to be considered an agent or employee of the FEDC

## **SECTION II - PERIOD OF SERVICE**

This CONTRACT will be binding upon execution and consists of three successive one-year terms as defined in the Scope of Work:

- (1) Year 1: Launch of the Hub (12-20 Weeks commencing November 20 2023); and Management & Operation of the Hub (completion of Launch Phase and through November 19, 2024)

- (2) Year 2: Continued Management and Operation of the Hub (November 20, 2024 – November 19, 2025)
- (3) Year 3: Continued Management and Operation of the Hub (November 20, 2025 – November 19, 2026)

### **SECTION III - CONSULTANT'S COMPENSATION**

- A. The method of payment for this CONTRACT is monthly based on the portion of the total estimated fee as outlined below. Total compensation for the services performed shall not exceed the annual budgets defined and mutually agreed between FEDC and the CONSULTANT.
  - (1) The FEDC shall pay CONSULTANT a management fee on a monthly basis and reimburse CONSULTANT for any Operating Cost expenses, as outlined in Exhibit D.
  - (2) CONSULTANT will provide supporting detail for submitted invoices as defined by the FEDC.
  - (3) Invoicing for Phase 1 as defined in this CONTRACT (first three to five months of Year 1) will be for the fixed fees defined in Exhibit D and the invoice will be issued on the first of each month beginning with the commencement of Year 1.
  - (4) Invoicing for Phase 2 as defined in CONTRACT will include both fixed and variable fees and will be submitted, with the required support, to the FEDC no later than the 5<sup>th</sup> day of each contract month.
- B. The FEDCS shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

### **SECTION IV - THE FEDC'S RESPONSIBILITIES**

- A. The FEDC shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the FEDC on any aspect of the work shall be directed to the project manager.
- B. The FEDC, via the designated program manager, will work with the CONSULTANT to identify and mobilize temporary and flexible workspace for use by the CONSULTANT in support of Fulshear residents and Hub members.
- C. The FEDC, via the designated program manager, will work with the CONSULTANT in support of all communications, press releases and marketing

efforts.

- D. The FEDC shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto vial the designated program manager, to minimize delay in the progress of the CONSULTANT'S work. The FEDC, via the designated program manager, will keep the CONSULTANT advised concerning the progress of the FEDC'S review of the work. The CONSULTANT agrees that the FEDC'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s) or in any way affect the CONSULTANT'S status as an independent contractor of the FEDC.

## SECTION V - TERMINATION

- A. The FEDC, at its sole discretion, may terminate this CONTRACT for any reason - with or without cause -- by delivering a sixty (60)-day written notice to CONSULTANT personally or by certified mail at 1334 Brittmooore Rd #1327, Houston, TX 77043. Sixty (60) days after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the FEDC all collateral, documents or work product, including all contacts and other data from the Hub portal generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the FEDC no less than 15 days prior to the termination of the CONTRACT services.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed and operating expenses incurred and accrued through the termination of CONTRACT services. The FEDC shall make final payment within thirty (30) days after the CONSULTANT has delivered to the FEDC a final detailed invoice for services rendered and receipt of the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. In the event this CONTRACT is terminated, the FEDC shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.
- E. If the FEDC terminates this CONTRACT for cause and/or if the CONSULTANT breaches any provision of this CONTRACT, then the FEDC shall have all rights and remedies in law and/or equity against CONSULTANT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Fort Bend County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT. The prevailing party in the action shall be entitled to recover its actual damages with interest, attorney's fees, costs, and expenses incurred in connection with the dispute and/or action. CONSULTANT and FEDC desire an expeditious means to resolve any disputes that may arise under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

**SECTION VI – ENTIRE AGREEMENT**

This CONTRACT represents the entire agreement between the FEDC and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This CONTRACT may be amended only by written instrument signed by both parties.

**SECTION VII – COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the FEDC may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

**SECTION VIII- SUCCESSORS AND ASSIGNS**

This CONTRACT shall not be assignable except upon the written consent of the parties hereto.

The parties have executed this CONTRACT this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF FULSHEAR  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

**FULSHEAR  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

**CITY OF FULSHEAR  
ECONOMIC DEVELOPMENT DIRECTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
FDC and CDC Counsel  
DNRB&Z P.C.

\_\_\_\_\_  
THE CANNON WORKSPACE, LLC

## EXHIBIT A – SCOPE OF SERVICES

The Scope of Services spells out the deliverables and activities to be conducted by The Cannon Workspace, LLC (the “CONSULTANT”) for the creation, launch and ongoing management of the Fulshear Entrepreneur & Business Hub. This Exhibit is intended to provide transparency in the engagement, as Fulshear Economic Development Corporation (the “FEDC”) utilizes public funds. Performance metrics are provided in Exhibit C.

The Scope of Services is divided into two phases under this contract:

- A. Phase 1: launch of the Hub. (Initial 12-20 weeks of contract year 1)
- B. Phase 2: management and operation of all aspects of the Hub including programming and events.  
(Commences upon successful completion of Phase 1 and continues through the entirety of the agreement)

### Phase 1 –Launch of the Hub

For ease of reference, we have segmented the key activities in Phase 1 into four primary work streams:

**Strategy and Mobilization | Digital Presence and Programming  
Ecosystem and Partner Engagement | Marketing and Outreach**

Following completion of service contracting, these work streams will be executed simultaneously across the 3-5 month projected timeframe for Phase 1.

#### Strategy and Mobilization

- Capture, validate and document Fulshear’s innovation goals and objectives for The Hub
  - It is essential that the goals, objectives, mandates, and desired outcomes of the City’s initiative are clearly defined and understood by all parties and that all individuals and organizations involved in the activation and execution of the initiative are in full agreement on the comprehensive intent of the program as well as their specific role in its successful execution and ongoing improvement. The Cannon will work with City leadership and stakeholders to define and agree on our collective program goals and objectives.
- The Cannon will lead the development of a comprehensive program plan, budget, and financial management model for management, monitoring, continuous improvement, and active communication with City of Fulshear stakeholders.
- A critical and formative step in The Cannon community development methodology is engaging with stakeholders to form an advisory network to guide the growth and path of the community. Using the Program Charter above, we will leverage this approach, in conjunction with City and EDC leadership to form the Hub Advisory Board.
- Develop a complete governance framework
  - The Cannon will develop a complete governance framework to define how City and EDC leadership, The Cannon and other key stakeholders will communicate, interact, and make key decisions throughout the program.
  - The Cannon will create a draft periodic reporting package to be delivered and reviewed with City leaders and stakeholders
- Mobilize the Fulshear Entrepreneurship & Business Hub Director
  - We will position the Hub Director, to work exclusively with City and EDC leadership, Fulshear stakeholders and the Fulshear entrepreneurial ecosystem with the support of the broader Cannon team.

- The Hub Director will lead the development of strategic programming, community & entrepreneur engagement, and the coaching/advisor/mentor network throughout Fulshear as well as coordinate engagement and collaboration with other Houston area community directors and ecosystem owners. The Hub Director will work closely with the Administrative Assistant and with City, EDC, and Advisory Board members to facilitate events (including venue coordination) and educational programs, develop external marketing content, and form partnerships with academic institutions, corporations, and other stakeholders.

## **Digital Presence & Programming**

- Configure, activate, and roll out the digital community infrastructure for the Fulshear community.
  - Mobilization and ongoing engagement of any entrepreneurial community, especially those that are going to begin as virtually focused organizations, will require a digital environment within which that community can engage, connect, communicate, and collaborate. The Cannon, as a key component of its offering, will develop the Fulshear branded Entrepreneurship & Business Hub website and community management platform (based on our Cannon Connect platform) which will function as the digital home for the evolving Fulshear Hub community.
  - Configure the digital platform to provide Fulshear members with a ‘Fulshear-branded landing page experience that highlights the efforts of the city in supporting the activation and enablement of the entrepreneurial community in Fulshear.
  - Initiate roll-out of the digital platform to local Fulshear Entrepreneurship & Business Hub members
- The Cannon will develop programs and events to support the Fulshear market, including executing and integrating the Proactive Coaching program.
- The Cannon will leverage its existing infrastructure of programs, partners, and events to accelerate activation and kick-start activity. This will provide immediate access to entrepreneurial programming for early community members.
- The Cannon will leverage its Houston presence, as well as the Cannon Connect digital platform, to support mobilization of the Fulshear Hub community and provide services, resources, and direct assistance.
- The Cannon will design its Fulshear outreach to ensure all entrepreneurs, and aspiring entrepreneurs are given an opportunity to benefit from, and become active participants in, the Fulshear Hub community.

## **Ecosystem and Partner Engagement**

- The Cannon will bring to Fulshear its pre-existing family of partners and sponsors.
- The Cannon Connect platform is populated with numerous Houston-based services providers - Fulshear Entrepreneur Hub members will have immediate access to these resources upon joining the digital platform including access to health, life, and retirement benefits for startups & small businesses.

## **Marketing and Outreach**

- Work with the City, EDCs, and stakeholders to develop a comprehensive marketing and communication plan for the Fulshear Hub program.
- Create and deliver customized, Fulshear-specific marketing and advertising leveraging The Cannon’s current marketing management programs and resources, in collaboration with City and EDC leadership and with input from the Advisory Board.
- Leverage Fulshear and The Cannon’s media relationships to plan and schedule coordinated recognition and promotion of Fulshear Hub-specific messaging.

## **Phase 2 – Hub Operation & Expansion**

Upon completion of Phase 1, The Cannon will function as the operating partner for The Fulshear Entrepreneurship & Business Hub and will work to bring new value and continuous improvement to the community experience and the success of Fulshear start-ups and small businesses.

The activities in Phase 2 have been segmented into four primary work streams:

**Ongoing Hub Management & Operation | Program Management and Business Enablement  
Event Management | Ecosystem and Partner Expansion**

The Cannon's goal for Phase 2 is both optimization of the overall program and maximization of successful outcomes for the entrepreneurs, start-ups, and small businesses that engage with the Hub.

### **Ongoing Hub Management and Operations**

- The Cannon will manage the day-to-day operation of the Hub with dedicated oversight by the Hub Director and the support of the Cannon Team.
- The Cannon will coordinate communication, collaboration, and input to and from the Hub Advisory Board and will manage recurring progress and development meetings.
- The Cannon will report to City and EDC leadership and the Hub Advisory Board on the performance of the Hub and will provide community, program, and event metric reporting on recurring reporting intervals to be jointly agreed upon and defined in the governance plan.

### **Program Management and Business Enablement**

- The Cannon will continue its active outreach to the Fulshear community to grow the Entrepreneurship & Business Hub ecosystem across the board – new entrepreneurs and start-ups, small businesses looking to grow and innovate, local investors, and advisors, local and regional sponsors, and service providers, and Fulshear area corporate partners.
- The Cannon will identify Fulshear Entrepreneurial Hub companies who would benefit from start-up/small business coaching and coordinate support engagement and monitoring.
- The Cannon will engage with the Fulshear educational ecosystem to pursue opportunities to support existing and new entrepreneurial education programming and provide student and faculty access to Hub programming and resources.

### **Event Management**

- The Cannon will use our event management experience to create a compelling flow of events for Fulshear.
- The Cannon will leverage its internally developed programs, partner speakers, and moderators and facilitate Fulshear-focused events, in person and virtually, for the benefit of the Hub community.

### **Ecosystem and Partner Expansion**

- The Cannon's network of sponsors and partners have an ongoing interest in expanding their exposure to new Cannon locations; this will bring additional benefits to Fulshear.
- The Cannon's partners actively engage in Cannon-facilitated programming and events through sponsorship, participation, and/or hosting activities and programming specifically. supporting the entrepreneurial community – this will extend to Fulshear under this program.
- The Cannon will pursue the Fulshear partner and sponsor network to provide financial and go-to-market support to Fulshear Hub companies as they look to grow and expand.

## **Additional Support to be provided to Fulshear by The Cannon**

While not in the scope of this CONTRACT, the creation of a workspace environment to promote and support collaboration and collision within Fulshear's entrepreneurial and small business ecosystem will eventually become a critical success factor to the long-term effectiveness, growth, and sustainability of the Fulshear entrepreneur and business community.

The Cannon has established entrepreneurial workspaces across the Houston metropolitan area and is uniquely positioned to help The City of Fulshear to assess, scope, select, activate and operate its own workspace in timing strategically aligned with the evolution of the Fulshear Entrepreneurship & Small Business Hub.

- This engagement with The Cannon will position Fulshear to effectively assess and evaluate the value of establishing the optimal workspace location to house the Entrepreneur Hub operations and activities when the time is right.
- When appropriate, The Cannon can conduct site review, assessment, and selection to determine the optimal future "home" of entrepreneurial and innovation activity in Fulshear.
- The Cannon will work with Fulshear real estate developers and building owners as demand for a workspace hub becomes a critical need for the growing community.

## **EXHIBIT B – Hub Director Job Description**

The job description for the Fulshear Entrepreneur & Business Hub Director, as developed by The Cannon Workspace, LLC (the “CONSULTANT”), is as follows:

### **The Hub Director will assist our team in four primary areas in the establishment and implementation of a Fulshear Hub:**

1. Build interest and excitement around entrepreneurship in the Fulshear community through the execution of the FEDC’s strategic partnership programming plan in partnership with The Cannon.
2. Design, plan and execute social and business themed events designed specifically for Fulshear’s growing entrepreneurial community, including but not limited to happy hours, meetups, lunch and learns, local business tours, mentor/advisor matching and pitch parties.
3. Recruit, coordinate, and track Fulshear local advisors/mentors to provide coaching & support of Fulshear Hub participants.
4. Report the progress, successes and community growth of The Cannon and FEDC’s entrepreneurial initiatives throughout the Fulshear Community.

**Primary Location & Time Allocation** – The duties of this role will be performed in Fulshear, TX and other Cannon locations (for training and team support purposes). Per the City of Fulshear’s request, dedicated time in support of the Fulshear Entrepreneur and Business hub will escalate across the first three years of the Hub development agreement as follows:

Year 1 - 60% of your time will be dedicated to leadership & support of the Fulshear program.

Year 2 - 80% of your time will be dedicated to leadership & support of the Fulshear program.

Year 3 – 100% of your time will be dedicated to leadership & support of the Fulshear program.

### **Required Hub Director Skills**

- You have a bachelor’s degree or equivalent, and at least 2-4 years of full-time experience, preferably working in a startup environment or with startups, entrepreneurs, and small business owners directly.
- You are excited about serving as the lead of this entire project, fulfilling all roles from top to bottom independently and effectively.
- You can work quickly and efficiently, adjust to changing priorities while retaining an extensive amount of flexibility in order to balance the ever-changing needs of a young company.
- You are a self-starter and eager to take over a new challenge, and comfortable working on projects independently.
- You are available to work occasional nights and weekends as needed.
- You are aggressively organized, can manage multiple high-pressure ongoing projects simultaneously while staying customer focused and providing excellent service to our strategic partners.
- You have a strength for project management using detail-oriented processes and clear communication to all parties involved in a project.
- You are an excellent written and verbal communicator and are comfortable working with everyone from vendors to CEO’s and senior team members of large, global corporations.
- You can strike the balance between being both diplomatic and assertive in order to keep projects on task and parties accountable
- You are process oriented, comfortable establishing and tracking and managing goals.

### **Primary Hub Director Job Duties**

- **Program Management**
  - Lead and manage multiple simultaneous multi-platform event strategies and campaigns across a

- multi-year collaborative program for the Fulshear Hub between The Cannon and the FEDC
- Report KPI's and present key learnings to the Hub advisory board, Cannon leadership and the FEDC throughout the program, recommending adjustments and changes based on program progress and continuously reevaluating strategies as needed.
- Utilize key learnings from across The Cannon's network of innovation communities to maximize the success and impact of The Cannon and Fulshear Hub
- Oversee the program budget and ensure all ongoing expenses fall within projections.
  
- **Event Planning and Execution**
  - Plan, promote and execute events around the Fulshear community.
  - Coordinate budgets, build relationships with locations and vendors, and ensure all events operate smoothly and effectively.
  
- **Networking and Community Growth**
  - Engage with the entire Fulshear entrepreneurial community throughout the program, attending networking events, connecting with key community stakeholders, and building relationships throughout the growing Fulshear startup ecosystem
  - Represent the program at numerous community events and programs, including speaking engagements, grassroots tabling opportunities, panels and more.
  
- **Additional Fun Stuff (Other Duties as Assigned)**
  - Brainstorm, present and potentially execute new ideas across any of our business platforms.
  - Manage and execute internal and external events inside our various event spaces. ○ Enjoy a fun quality of life with other positive, hard-working team members and Cannon community members

## EXHIBIT C – Hub Metrics & Reporting

The metrics listed below will be the starting point for definition of the performance measurements to be selected, further defined, and applied to assess the ongoing development and management of the Entrepreneurship and Business Hub. The Cannon, led by the Fulshear Entrepreneur & Business Hub Director, will work with the Fulshear Program Lead, and the to be formed Hub Advisory Council to identify key metrics and associated performance targets for tracking and reporting.

An approved Metric and Reporting package will be approved at, or before the transition to Phase 2 of the Hub program as defined in this document.

### *Year 1 (Initial Year)*

#### *1 Impact on Fulshear Entrepreneurship and Small Business Development:*

<b>Metrics</b>	<b>Target</b>
Entrepreneurs and small business owners receiving advisory mentorship/coaching	12
New business starts	4
Business outcomes (e.g., new or expanded space in Fulshear, new product lines developed, etc.)	TBD
Funding (equity or debt) obtained	\$200,000
New job creation	20
Business survivability (number of businesses started in Fulshear that are still in business at the end of term of contract)	80%

#### *2 Engagement of Fulshear Entrepreneurs and Small Businesses and the Ecosystem:*

<b>Metrics</b>	<b>Number of Events</b>	<b>Total Number of Fulshear Participants/Attendees/Referrals</b>
New members of the Fulshear entrepreneurship and business hub	N/A	48
Smaller Hub events (e.g., meetups)	6	100
Qualified Fulshear-based advisors/mentors engaged for the Fulshear based Advisory network	N/A	10
Fulshear entrepreneurs and small business owners matched with advisors/mentors	N/A	60%
Relationships created with accelerators and incubators, maker spaces and innovation labs, other entrepreneurial assistance programs, and service providers and funding sources in the greater Houston ecosystem	N/A	6
Partners engaged specifically for the Hub, including event partners/sponsors (measured by MOUs and event sponsorships)	N/A	6
Referrals of Fulshear entrepreneurs and small business owners to greater Houston ecosystem resources	N/A	100%

**4 Management of the Hub:**

The overall goal is creation of a financially sustainable model for the Hub, which includes financial sponsorship and sound management of the budget and operations, including the targets below:

<b>Metrics</b>	<b>Number</b>	<b>Amount</b>
Operating within the budget established by mutual agreement	N/A	100%
Financial sponsors obtained specifically for Fulshear	TBD	3
In-kind sponsors obtained specifically for Fulshear	TBD	6

**Year 2**

Beginning in year 2, and with the scheduled ramp-up in hub resourcing, we will introduce the metrics listed below to our measurement and reporting process. These will be additive to our overall metrics reporting.

**2 Engagement of Fulshear Entrepreneurs and Small Businesses and the Ecosystem:**

<b>Metrics</b>	<b>Number of Events</b>	<b>Total Number of Fulshear Participants/Attendees/Referrals</b>
Innovation and/or Ideation Competitions held for Fulshear entrepreneurs	1	TBD
Business Plan Competitions that feature Fulshear and include Fulshear entrepreneurs as participants -either created for Fulshear or via partnership with other competitions	1	TBD

**3 Engagement of Fulshear Secondary and Post-Secondary Students:**

<b>Metrics</b>	<b>Number of Events</b>	<b>Number of Students</b>
Innovation and/or Ideation Competition for Secondary & Post-Secondary Students	1	30

**5 Impact on Fulshear’s Brand:**

In the first Quarter of Year 2, The Cannon will conduct a survey and/or focus groups composed of entrepreneurs and small business owners in Fulshear, service providers to entrepreneurs in Fulshear, business and community leaders in Fulshear and other stakeholders to measure:

<b>Metric</b>	<b>Level of Achievement</b>
Change in perception and building of a strong brand as a place where innovation and entrepreneurship occur	A benchmark rating will be established by the first survey period

Note – measures and metric targets will be developed with consideration to the Hub Director support time allocation for each year of the Agreement. Measures and metric targets will be formally reviewed and revised (as agreed) on an annual basis and in conjunction with each new contract year of this agreement.

**Reporting Timing Requirements**

The Consultant will provide written reports to the following entities on the schedule below:

**Stakeholder Group**

FEDCs Program Manager	Monthly
Hub Advisory Committee	Quarterly
FDCS Boards	Quarterly
Board of Directors Chamber of Commerce	Annually/As Requested
Fulshear City Council	Annually/As Requested

### EXHIBIT D – Hub Budget Projections (Year 1-2)

**Fulshear Entrepreneurship & Business Hub**

	Year 1 - 60% Staffing												Year 1 Totals	
	Month1	Month2	Month3	Month4	Month5	Month6	Month7	Month8	Month9	Month10	Month11	Month12		
<b>One-Time Setup Charges</b>														
Website & Community Technology Dev & Configuration	\$ 9,000	\$ 9,000	\$ 6,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000
<b>Sub-Total</b>	<b>\$ 9,000</b>	<b>\$ 9,000</b>	<b>\$ 6,000</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 26,000</b>								
<b>Hub Operating Charges - Fixed</b>														
Hub Management - Salaries/Wages/Taxes Benefits	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 88,800
Hub Management - Cannon Management Fee	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 22,800
Digital Platform Management, Licensing & Maintenance	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,500
Unlimited Community User Licenses	\$ -	\$ -	\$ -	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 5,400
<b>Sub-Total</b>	<b>\$ 9,300</b>	<b>\$ 9,300</b>	<b>\$ 9,300</b>	<b>\$ 12,400</b>	<b>\$ 139,500</b>									
<b>Hub Operating Charges - Variable, (invoiced actuals)</b>														
Rent <sub>2</sub>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Branding/Marketing/Website	\$ 1,250	\$ 2,000	\$ 2,000	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 16,500
Travel/Meals/Entertainment	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Memberships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conferences & Trainings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Events	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000	\$ 7,000
Misc <sub>3</sub>	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
<b>Sub-Total</b>	<b>\$ 1,950</b>	<b>\$ 2,700</b>	<b>\$ 2,700</b>	<b>\$ 1,950</b>	<b>\$ 1,950</b>	<b>\$ 2,450</b>	<b>\$ 1,950</b>	<b>\$ 2,450</b>	<b>\$ 25,900</b>					
<b>Grand Total</b>	<b>\$ 20,250</b>	<b>\$ 21,000</b>	<b>\$ 18,000</b>	<b>\$ 16,350</b>	<b>\$ 14,350</b>	<b>\$ 14,850</b>	<b>\$ 14,350</b>	<b>\$ 14,850</b>	<b>\$ 191,400</b>					

Comments:

<sub>1</sub> Variable operating charges or invoiced with supporting detail on a monthly basis. The budget projections provided are max spend guidelines for Hub spending and no expenses above these budgets will be incurred without prior City approval

<sub>2</sub> For the purposes of this model, Rent has been removed and we will assume that The City will make part time space available to support the program as needed

<sub>3</sub> The Miscellaneous budget line is intended to provide funds to cover intermittent spend needs as they arises without the need to initiate a request for additional funds. Examples would be one-time program expenses or event cost overages for larger community events

FEDC-CANNON SERVICE AGREEMENT - 10092023

Fulshear Entrepreneurship & Business Hub

Year 2 - 80% Staffing

	Month13	Month14	Month15	Month16	Month17	Month18	Month19	Month20	Month21	Month22	Month23	Month24	Year 2 Totals
<b>One-Time Setup Charges</b>													
Website & Community Technology Dev & Configuration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total</b>	<b>\$ -</b>												
<b>Hub Operating Charges - Fixed</b>													
Hub Management - Salaries/Wages/Taxes Benefits	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 9,660	\$ 115,920
Hub Management - Cannon Management Fee	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 2,310	\$ 27,720
Digital Platform Management, Licensing & Maintenance	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 2,625	\$ 31,500
Unlimited Community User Licenses	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 630	\$ 7,560
<b>Sub-Total</b>	<b>\$ 15,225</b>	<b>\$ 182,700</b>											
<b>Hub Operating Charges - Variable (invoiced actuals)</b>													
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Branding/Marketing/Website	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 16,500
Travel/Meals/Entertainment	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Memberships & Subscriptions	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Conferences & Trainings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Events	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 1,100	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 8,200
Misc	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
<b>Sub-Total</b>	<b>\$ 2,325</b>	<b>\$ 2,825</b>	<b>\$ 2,325</b>	<b>\$ 28,900</b>									
<b>Grand Total</b>	<b>\$ 17,550</b>	<b>\$ 18,050</b>	<b>\$ 17,550</b>	<b>\$ 18,050</b>	<b>\$ 211,600</b>								

Comments:

An annual cost inflation rate of 5% has been applied to the impacted cost categories above

## EXHIBIT E – Alternative Model - Cannon Proposal for Fractional Management

This Exhibit is being provided as an Exhibit to the CONTRACT in order to reference the service assumptions, considerations and context associated with the request for The Cannon to propose a fractional hub development/management model. This Exhibit is included for reference purposes only as the rest of the CONTRACT has been drafted in accordance with this Fractional Management model.

At the request of The City of Fulshear, The Cannon has developed this alternative hub development and operation model in order to provide a more cost effective, yet still viable and value-adding opportunity for The City to move its innovation and entrepreneurship vision forward. The Cannon’s original response (12/6/2022) and subsequent Exhibits B through D to the Fulshear Entrepreneurship & Business Hub Request for Information provide The Cannon’s optimal proposed approach for creation, activation and ongoing operations of an innovation and entrepreneurship hub in Fulshear.

Above all else, The Cannon believes it is critical for Fulshear to activate its efforts toward creation of a localized entrepreneurship and business hub identity. This alternative approach represents The Cannon’s minimum viable starting point for an effective and value building program in Fulshear. Fundamentally, this proposal fractionalizes the staffing model to reduce the overall investment through scaling back the full-time dedicated and on-site support to be delivered locally in Fulshear across the first two years of the program. We have proposed 3 days a week of onsite support in year 1 and 4 days a week of onsite support in year 2 (anticipating positive community growth and success through our collective year 1 efforts). Additionally, we have looked for all opportunities to reduce the program support budget to support the investment position.

Any further fractionalization of support and enablement services, or reduction of operating expenses, will put the immediate and long-term success and sustainability of the program at risk. Elements such as the virtual/digital infrastructure and robust support from The Cannon’s Houston-based team and infrastructure will play a key role in offsetting the absence of a full-time resource on the ground in Fulshear.

The table below provides a summary context for this revised model and the projected financials for this approach are also attached below for your reference.

<b>Service Scope</b>	<p>The goals and objectives of the original RFI remain the same and The Cannon will deliver all of the Hub launch and ongoing operation services proposed in the RFI document according to the strategic plan &amp; roadmap to be developed in Phase 1 of the project within the new parameters defined by the fractional resource framework.</p> <p>The Cannon will serve as Fulshear’s key partner and enabler in the creation, activation, and operation of the Entrepreneurship and Business Hub initiative to include:</p> <ul style="list-style-type: none"> <li>▪ Community Outreach &amp; Engagement</li> <li>▪ Digital Connectivity – including development configuration and branding of Fulshear’s community entrepreneurship &amp; innovation platform</li> <li>▪ Networking internal to Fulshear and between Fulshear and the larger Cannon ecosystem in Houston and beyond</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ Programming &amp; Entrepreneurial Support on all levels</li> <li>▪ Media Coverage in support of the Hub initiative</li> <li>▪ Hub Physical Site Strategy &amp; Selection (temporary to long-term)</li> </ul> <p>The Cannon and Fulshear will develop a detailed ‘Statement of Work’ to clearly articulate the roles, responsibilities, and accountability of The Cannon and all other Hub initiative stakeholders and contributors. (See Exhibit A of this document)</p>		
<b>Service Delivery Model</b>	<p>The Cannon will manage the Fulshear Entrepreneurship and Business Hub initiative with a dedicated Community Lead who will be committed to Fulshear support (on site and remote as necessary) for three days each week in year 1 of the program. This resource will also act as the overall program manager for the initiative. As with our original proposal, this dedicated Fulshear resource will be supplemented and supported by the broader Cannon team and community.</p>		
<b>Service Pricing Summary</b>	<p><b>Year 1 – 60% Dedicated Staffing</b> ~ March 2023 – February 2024 (Includes 12-20 week Phase 1 and all one-time charges)</p> <p style="text-align: center;">\$191,400</p>	<p><b>Year 2 – 80% Dedicated Staffing</b> March 2024 – February 2025</p> <p style="text-align: center;">\$211,600</p>	<p><b>Year 3 – TBD Dedicated Staffing</b> March 2025 – February 2026</p> <p style="text-align: center;">TBD</p>
<p><b>Key Notes of Consideration</b></p> <ul style="list-style-type: none"> <li>- For this summary model, we have proposed 60% dedicated coverage across Year 1 and 80% coverage in Year 2</li> <li>- This alternative approach, with a shift to a fractional/part-time support model, will almost certainly slow down the growth trajectory of the hub as compared to the original optimal (full-time support) model. For this reason, we should look to evaluate the success and effectiveness of the program on an annual basis to determine what ongoing investment is best for Fulshear.</li> <li>- The ability to identify and activate a physical hub location in Fulshear across the first 24 months of the program could offset significantly the projected and ongoing investment in this program and would create significant sustainability in the community.</li> <li>- We recognize that it may be necessary to align the budget years for this project with the City’s budget year and we will adjust accordingly. We’ve presented annual costs in this structure to provide a clear understanding of the overall investment regardless of when the project is ultimately started.</li> </ul>			
<b>Pricing/Service Assumptions</b>	<b>Included in Pricing:</b>	<b>Context for The Alternative Model:</b>	
Note – The Services defined here remain unchanged from our	Detailed program plan development in partnership with the City of Fulshear	Development of the program plan remains critical to the project and will be done in the context of the budgeted resources available.	

<p>original proposal. The impact of this alternative approach on each is provided in the column to the right.</p>		
	Program governance, reporting implementation & oversight	We will look to scale back, to every extent possible, the amount of time required for program reporting in order to optimize our time available with the community.
	Program staffing & support	Staffing model revised as defined above, active support from The Cannon infrastructure remains a fundamental element of the proposal.
	Stakeholder/community engagement & programming launch	Same focus, same effort, will simply happen on a longer timeline due to resource availability.
	Digital web and community platform development, configuration & rollout	As referenced above, this will become even more critical to the development of growth of the Fulshear Hub community. We will look to leverage our digital/virtual support of the community when and where we are not able to provide an onsite presence.
	Unlimited Fulshear platform user licenses	Unchanged
	Cannon network access to all Fulshear community members	Unchanged
	Hub initiative marketing services & community awareness	We have scaled back the proposed marketing and advertising budget and will look to work within these new parameters and leverage whatever marketing resources The City of Fulshear can put forward in support of the program.
	Initiative launch and activation	Unchanged
	Hosting of planned 'feature events' designed to engage and energize the Fulshear community	This will be scaled back to focus on a single, smaller-scale, planned event on a monthly basis and one or two larger annual Feature events across the first 2 years. We will look for opportunities for The Cannon to bring other event programming to the Fulshear Community to offset the budget limitations.
	Engagement with all potential education and academic partners	This is critical to the overall success of the Hub and will be pursued but will progress more slowly under the alternative model.
	Media Engagement	Unchanged
	Community feedback and input collection	Unchanged but within the context of the alternative model – may leverage more digital/virtual interaction
Initiative performance reporting	Metrics will be established to align with scope and support model	

	Initiative continuous improvement/innovation efforts	Unchanged
	Temporary physical hub search and opportunity assessment	Unchanged
	Cannon Executive oversight and support of all Fulshear Entrepreneurship and Business Hub initiative planning, activation, and operating activities	Unchanged
	Ongoing program alignment with the City of Fulshear strategy and initiatives	Unchanged
	<p><b>Not Included in Pricing:</b></p> <ul style="list-style-type: none"> <li>- Costs associated with Fulshear customer logo/branding for the Hub</li> <li>- Costs related to securing, investing and/or operating the future physical hub location (to be addressed under a separate agreement or a supplement to this agreement)</li> <li>- ‘Feature Event’ space rental and ancillary costs (e.g. pitch event prize money)</li> </ul>	



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**  
October 9, 2023

ITEM	TITLE
10	Future Agenda Items
<b>ITEM/MOTION</b>	
<p>The Board of Directors of the Corporation will have the opportunity to inquire about subjects for which notice has not been given but which individual members of the Board of Directors of the Corporation wish to place on the agenda for a subsequent meeting. At this time, only statements of specific factual information and a recitation of existing policy may be made in response to the inquiry. In accordance with Section 551.042 of the Texas Open Meetings Act, the only deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.</p>	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Haden Farr  
EDC Coordinator

**SUPPORTING DOCUMENTS:**

**EXECUTIVE SUMMARY**

This is a recurring item for discussion of future agenda items.



**ECONOMIC DEVELOPMENT  
COMMUNICATION FORM**

**October 9, 2023**

<b>ITEM</b>	<b>TITLE</b>
<b>11</b>	<b>Announcements</b>
<b>ITEM/MOTION</b>	
<p>The Board of Directors of the Corporation will have the opportunity to address items of community interest, which – as aligned with Section 551.0415 of the Texas Open Meetings Act – specifically includes (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen; (4) a reminder about an upcoming event organized or sponsored by the Corporation; (5) information regarding an event organized or sponsored by an entity other than the Corporation that was attended or is scheduled to be attended by a member of the Board of Directors of the Corporation; and, (6) announcements involving an imminent threat to the public health and safety of people in the City of Fulshear that has arisen after the posting of the agenda.</p>	
<b>ESTIMATED EXPENDITURE:</b>	<b>BUDGET ACCOUNT:</b>

**SUBMITTED BY:**

Haden Farr  
EDC Coordinator

**SUPPORTING DOCUMENTS:**

**EXECUTIVE SUMMARY**

This is a recurring item for discussion of relevant announcements.