



FULSHEAR DEVELOPMENT CORPORATION

A Type "B" Economic Development Sales Tax Corporation

PO Box 279 · 6611 West Cross Creek Bend Lane · Fulshear, Texas 77441 · (281) 346-1796 · 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 Fulshear Development Corporation (FDC) to be held on Monday, January 22, 2024, 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. Consideration and possible action on the adoption of the Fulshear Farmers' Market performance agreement for FY24.
4. Presentation on duties and allowable projects for a Type A sales tax corporation.
5. Update on Harris Street reconstruction.
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) November 13th – January 19th Activity Overview:

1. Retail Coach Update
2. TML EDC
3. Economix
4. TEDC Sales Tax Course
5. New Business Updates
6. Bicentennial
7. Fort Bend EDC
8. Gateway Signs Update
9. Downtown Business Alliance
10. RFP for EDC Property
11. Fulshear Fast Track Update

7. Consideration and possible action on Services and Software Agreement for EDC website.
8. Consideration and action on financials and payables for the Corporation for the period ending October 31, 2023.
9. Consideration and action on financials and payables for the Corporation for the period ending November 30, 2023.
10. Consideration and action on minutes of the Corporation for the November 13, 2023, meeting.
11. Presentation by City Council Liaison regarding relevant action taken at the previous City Council meeting(s).
12. 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.
13. 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.
14. Adjournment

Approved for posting by:



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, or before **Friday, January 19, 2024, 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:



Haden Farr
Economic Development Coordinator
City of Fulshear



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**

January 22, 2024

ITEM	TITLE
3	Fulshear Farmers' Market Performance Agreement
ITEM/MOTION	
Consideration and possible action on the adoption of the Fulshear Farmers' Market Performance Agreement for FY24.	
ESTIMATED EXPENDITURE: \$9,300 (\$4,650/Board)	BUDGET ACCOUNT: 701-000-5470-02

SUBMITTED BY:

Annel Guadalupe
EDC Director

SUPPORTING DOCUMENTS:

Fulshear Farmers' Market Performance
Agreement FY24

EXECUTIVE SUMMARY

During the November 13, 2023, Joint EDC meeting, representatives of the Fulshear Farmers' Market requested the Boards consider a continuation of financial support for promotional purposes in FY24. Directors asked that a revised agreement be prepared and presented for approval at the following meeting.

This agreement was adopted by the CDC on January 8, 2024.

Changes made to the FY23 agreement include:

1. Article III: Commencement date of March 2, 2024
2. Article IV-A-3: Reporting Clause
3. Article IV-A-4: Clearer definition of "Marketing Materials"
4. Article IV-B-2: Reimbursements will now be paid out on a monthly basis

PERFORMANCE AGREEMENT

BETWEEN THE FULSHEAR DEVELOPMENT CORPORATION, THE CITY OF FULSHEAR DEVELOPMENT CORPORATION AND FOREVER FULSHEAR

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Fulshear Development Corporation (“FDC”), the City of Fulshear Economic Development Corporation (“CDC”), (hereinafter collectively called “Corporations”), both Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502, 504 and 505 and the Texas Non-Profit Corporation Act and Forever Fulshear, a Texas 501(c)(3) not for profit, otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Sections 504.105 and 505.103 of the Act provide that a corporation may spend not more than 10 percent of the corporate revenues for promotional purposes; and

WHEREAS, Forever Fulshear first opened the Fulshear Farmer’s Market (“FFM”) on August 2, 2014 with only 12 vendors and no food trucks and has since grown to each Saturday host dozens of vendors, multiple food trucks and a vast array of produce and food products grown within a 200 mile radius of Fulshear; and,

WHEREAS, the Parties agree that FFM is a showcase event that draws people to Fulshear resulting in the collection of additional sales and use tax from local businesses; and

WHEREAS, the Corporations desire to work with FFM to diversify the event and attract additional vendors and attendees through offering live music and added amenities; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. Each Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporations. The Corporations acknowledge that Forever Fulshear is acting in reliance upon the Corporations performance of their obligations under this Agreement in making the decision to commit resources to the establishment of the Project.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to define the roles and responsibilities of the Parties in completion of the Project.

4. Administration of Agreement. Upon the Effective Date, the Corporations delegate the administration and oversight of this Agreement to the Executive Director of the Corporations, or her designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of each Corporation.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Project” shall mean the provision of live music on market days as further specified in this Agreement.

“Commencement Date” is March 2, 2024.

“Default”, unless otherwise specifically defined or limited by this Supplemental Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

1. The end of the fiscal year for the year executed; or
2. The date of termination.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

ARTICLE IV OBLIGATIONS OF THE PARTIES

A. FOREVER FULSHEAR

1. Live Music. Schedule and host live music performances for each market day during the term of this Agreement.
2. Continuous Operation. Continue to host FFM each scheduled market day during the term of this Agreement. Forever Fulshear will provide the Executive Director with the proposed schedule of market days, and the plan followed by the FFM in the event of inclement weather.
3. Reporting. Forever Fulshear must provide the Executive Director with a list detailing the amount of vendors participating each week. Additionally, Forever Fulshear must provide evidence of increased traffic or sales tax collections as a result of the live music.
4. Marketing Materials. Acknowledge the investment of the Corporations as a sponsor of FFM in marketing materials during the term of this Agreement via physical on site signage as well as a weekly social media post highlighting the investment.
5. Reimbursement. Provide the Executive Director with all receipts and contracts related to the Project in a timely manner for reimbursement of expenditures up to the authorized amount. All reimbursement must be completed during the term of the Agreement.

B. CORPORATIONS

1. Live Music. Provide funding for live music for scheduled market days in an amount not to exceed \$300.00 per scheduled week through the end of the term of the Agreement. Funding will not be provided for any cancelled market days.
2. Funding Conditions. All funding provided for in this Agreement shall be equally split between the Corporations and paid on a monthly reimbursement basis only, from the promotional and marketing budget funds for each Corporation.

**ARTICLE V
MISCELLANEOUS**

1. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporations, on behalf of the Parties related thereto.
2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. Representations and Warranties. The Corporations represent and warrant to Forever Fulshear that this Supplemental Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Forever Fulsher represents and warrants to the Corporations that it has the requisite authority to enter into this Agreement.
4. Assignment. Forever Fulsher shall not have the right to assign any of its rights, duties, and obligations under this Agreement.
5. Independent Contractors.
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Forever Fulshear at no time will be acting as an agent of the Corporations and that all consultants or contractors engaged by Forever Fulshear respectively will be independent contractors of Forever Fulshear; and nothing contained in this Supplemental Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporations will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Forever Fulshear respectively under this Agreement, unless any such claims are due to the fault of the Corporations.
 - (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the Corporations with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (c) No employee of the Corporations, or any board member, or agent of the Corporations, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for FDC and CDC: Fulshear Development Corporation
City of Fulshear Development Corporation
Attention: Executive Director
6611 W Cross Creek Bend Lane
Fulshear TX 77441

With a copy to: Denton, Navarro, Rodriguez , Bernal, Santee, & Zech PC
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Forever Fulshear: Forever Fulshear
Registered Agent Ramona Ridge
29302 Walker Lane
Richmond, Texas 77406

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- (a) Governing Law. This Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Fort Bend County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Boards of Directors of the Corporations and paid for by Forever Fulshear.
8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement.
10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
13. Indemnification.

FOREVER FULSHEAR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATIONS AND THE CITY OF FULSHEAR (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF FOREVER FULSHEAR TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF FULSHEAR, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY FOREVER FULSHEAR UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT FOREVER FULSHEAR SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO FOREVER FULSHEAR HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.

14. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
15. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Forever Fulshear, the Forever Fulshear shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

FOREVER FULSHEAR

By: _____
Name: _____
Title: _____

**FULSHEAR
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: President

Executed on this _____ day of _____, 20____.

**CITY OF FULSHEAR
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: President

APPROVED AS TO FORM:

By: _____
FDC and CDC Counsel
DNRBS&Z P.C.



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
4	Presentation on duties and allowable projects for a Type B sales tax corporation.
ITEM/MOTION	
Presentation on duties and allowable projects for a Type B sales tax corporation.	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

Type B Presentation

EXECUTIVE SUMMARY

CDC legal counsel will provide a brief overview on the duties and allowable projects of a Type B economic development corporation.



FULSHEAR TYPE B EDC DIRECTOR TRAINING

T. Daniel Santee, Partner

Denton Navarro Rocha Bernal & Zech
SA | AUS | RGV | TxGC

Authority

- Texas Business Organizations Code
 - Chapter 22 – Non-Profit Corporations Act
- Texas Local Government Code Chapters 501, 502 and 505
 - Sections 501.054:
 - GENERAL POWERS, PRIVILEGES, AND FUNCTIONS. (a) A corporation has the powers, privileges, and functions of a nonprofit corporation incorporated under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes) or formed under the Texas Nonprofit Corporation Law, as described by Section 1.008, Business Organizations Code. To the extent that the provisions governing powers, privileges, and functions of a nonprofit corporation under those laws are in conflict with or inconsistent with provisions of this subtitle governing powers, privileges, and functions of a nonprofit corporation, the provisions of this subtitle prevail.

We are a 4B EDC...so what can we do?

Everything that a 4A EDC can do +

- Community Facilities
- Affordable housing
- Water Facilities and Water Conservation
- (Infrastructure Improvements)



How is a 4B Board Different From a 4A Board?

Seven directors...specifically

Two-year terms, serve at the will of the City Council

For a community that has fewer than 20k population, members may be residents of the city, the county where most of the city is located, or within 10 miles if a resident of a county bordering the county where most of the city is located.

At least 3 of the 7 must NOT be employees, officers, or member of the City Council of the authorizing municipality.

Do We Have to Follow All the City Rules?



An EDC is subject to TOMA and TPIA



An EDC is NOT subject to LGC 171(conflicts of interest)



An EDC is NOT subject to LGC 252(purchasing)



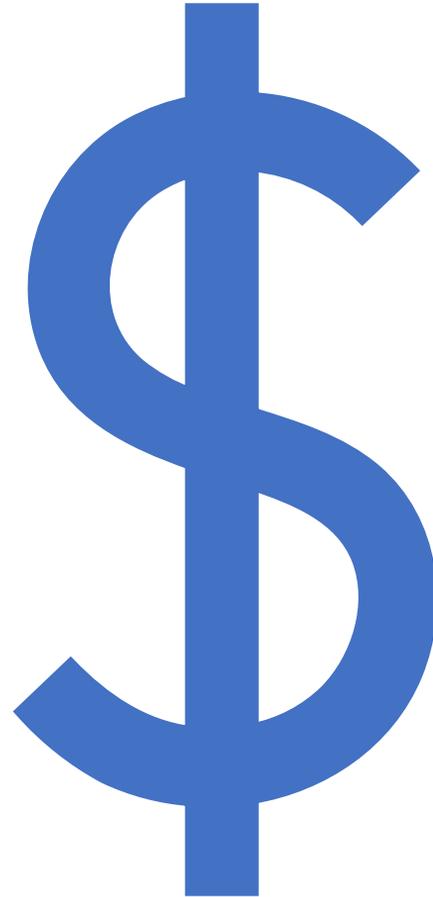
An EDC is NOT subject to LGC 253 and LGC 272(sale or lease of property though must obtain FMV if not a “project”)



The City MAY require the EDC to follow the foregoing as the appointing authority, but violation would not be a violation of state law

Can the City Spend EDC Money?

1. **NYOES!!!!!! - This is a legal term**
2. **Did I make it up?**
3. **It's accurate**
4. **It means that cities and their EDC's have to get along to accomplish anything**



Can the City Spend EDC Money?

“The Act provides that the governing body of a city that has created a development corporation will approve all programs and expenditures of the corporation, thus authorizing the governing body to disapprove programs and expenditures, but the Act does not authorize the city’s governing body to spend the development corporation’s sales and use taxes.” [Tex. Att’y Gen. Op. No. GA-0086 \(2003\)](#)

More general provisions of the Act expressly contemplate that the authorizing unit that created the development corporation will continue to exercise control over it. See generally [Gaut v. Amarillo Econ. Dev. Corp., 921 S.W.2d 884, 887 \(Tex. App.-Austin 1996, no writ\)](#) (per curiam) (stating that development corporation’s “broad powers” are subject to creating unit’s control); House Comm. on Ways & Means, Bill Analysis, Tex. S.B. 971, 71st Leg., R.S. (1989) at 2 (stating that section 4A development corporation would be within city council’s “total control”); see also Tex. Atty’ Gen. Op. No. JC-0553 (2002) at 4 (“A creating unit retains control and responsibility over the corporation.”).

So, What is the Amount of Oversight Required?



The statute states that the City Council will approve all programs and expenditures of a corporation, annually review any financial statements of the corporation, and is entitled to access to the corporation's books and records at all times. LGC 501.073; [Tex. Att'y Gen. Op. No. GA-0264](#) (2004)



The statute provides that the Bylaws of the Corporation be consistent with state law and the certificate of formation of the corporation and be approved by resolution of the City Council.

So, What is the Amount of Oversight Required?



A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. LGC 505.158



For other expenditures and expenditures under other statutory authority, there must be approval of the “program and expenditure” and that may take on a variety of forms so long as that threshold is met



Most Common Statutes that Impact a Type B EDC



Sec. 501.007. LENDING CREDIT OR GRANTING PUBLIC MONEY

- (a) Except as provided by Subsection (b), a unit may not lend its credit or grant public money or another thing of value in aid of a corporation.
- (b) A municipality may grant public money to a corporation under a contract authorized by Section [380.002](#).
- (c) The grants, loans, expenditures, and tax exemptions authorized by this subtitle in connection with a project and authorized by a corporation in accordance with this subtitle constitute the making of loans or grants of public money or constitute other actions authorized by Section [52-a](#), Article III, Texas Constitution.





Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS.

In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

- (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;
- (2) telecommunications and Internet improvements; or
- (3) beach remediation along the Gulf of Mexico.

Sec. 501.156. AGREEMENT MUST
BENEFIT CORPORATION. An agreement
relating to a project must be for the
benefit of the corporation.



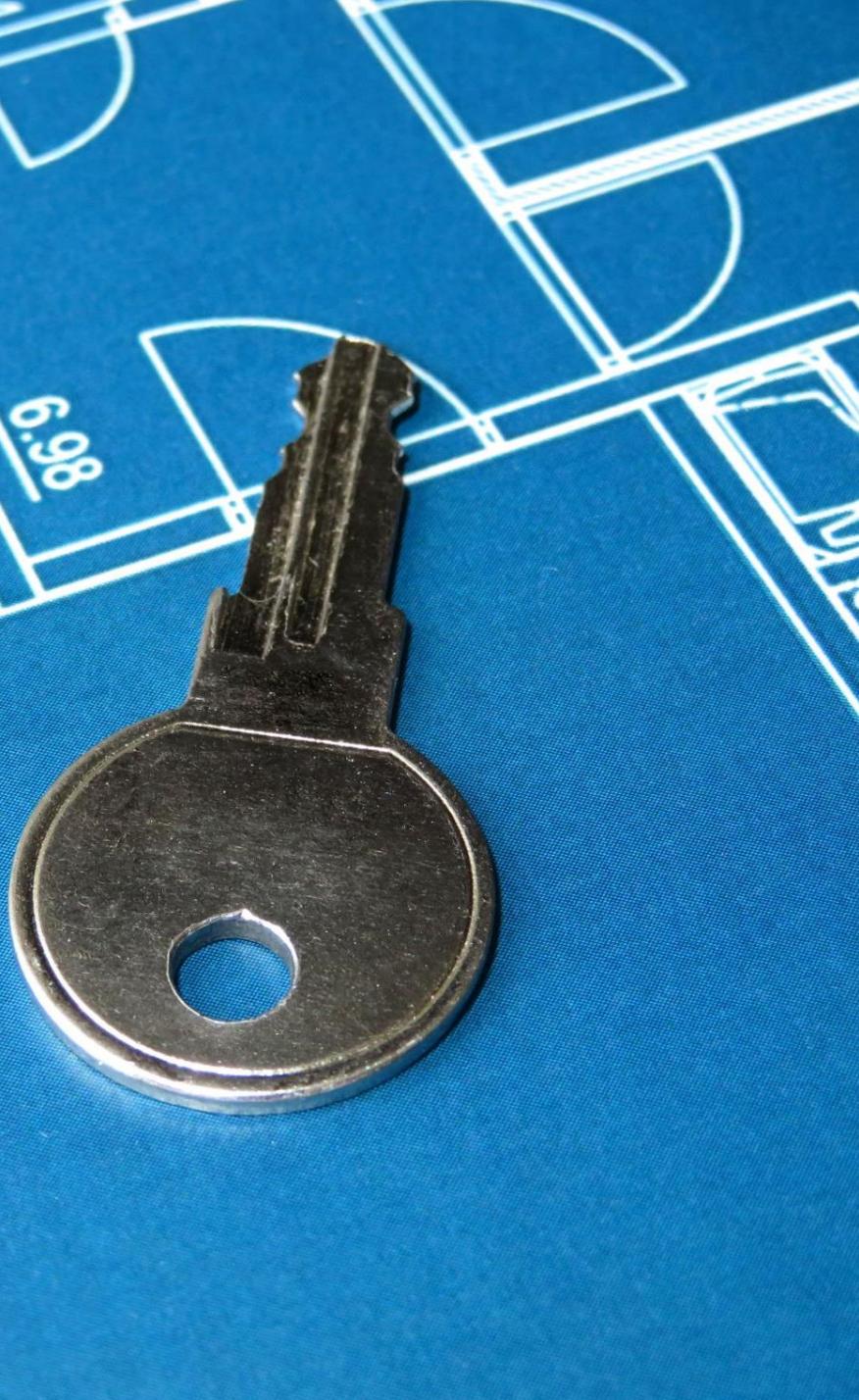
Sec. 501.158. PERFORMANCE AGREEMENTS.

- (a) A corporation may not provide a direct incentive to or make an expenditure on behalf of a business enterprise under a project as defined by Subchapter C of this chapter or by Subchapter [D](#), Chapter [505](#), unless the corporation enters into a performance agreement with the business enterprise.
- (b) A performance agreement between a corporation and business enterprise must:
 - (1) provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement; and
 - (2) specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement.



Sec. 505.152. PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES.

For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.



PROJECTS RELATED TO AFFORDABLE HOUSING or WATER SUPPLY FACILITIES AND WATER CONSERVATION PROGRAMS

Sec. 505.153. PROJECTS RELATED TO AFFORDABLE HOUSING. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the promotion of development and expansion of affordable housing, as described by 42 U.S.C. Section 12745.

Sec. 505.154. PROJECTS RELATED TO WATER SUPPLY FACILITIES AND WATER CONSERVATION PROGRAMS. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for:

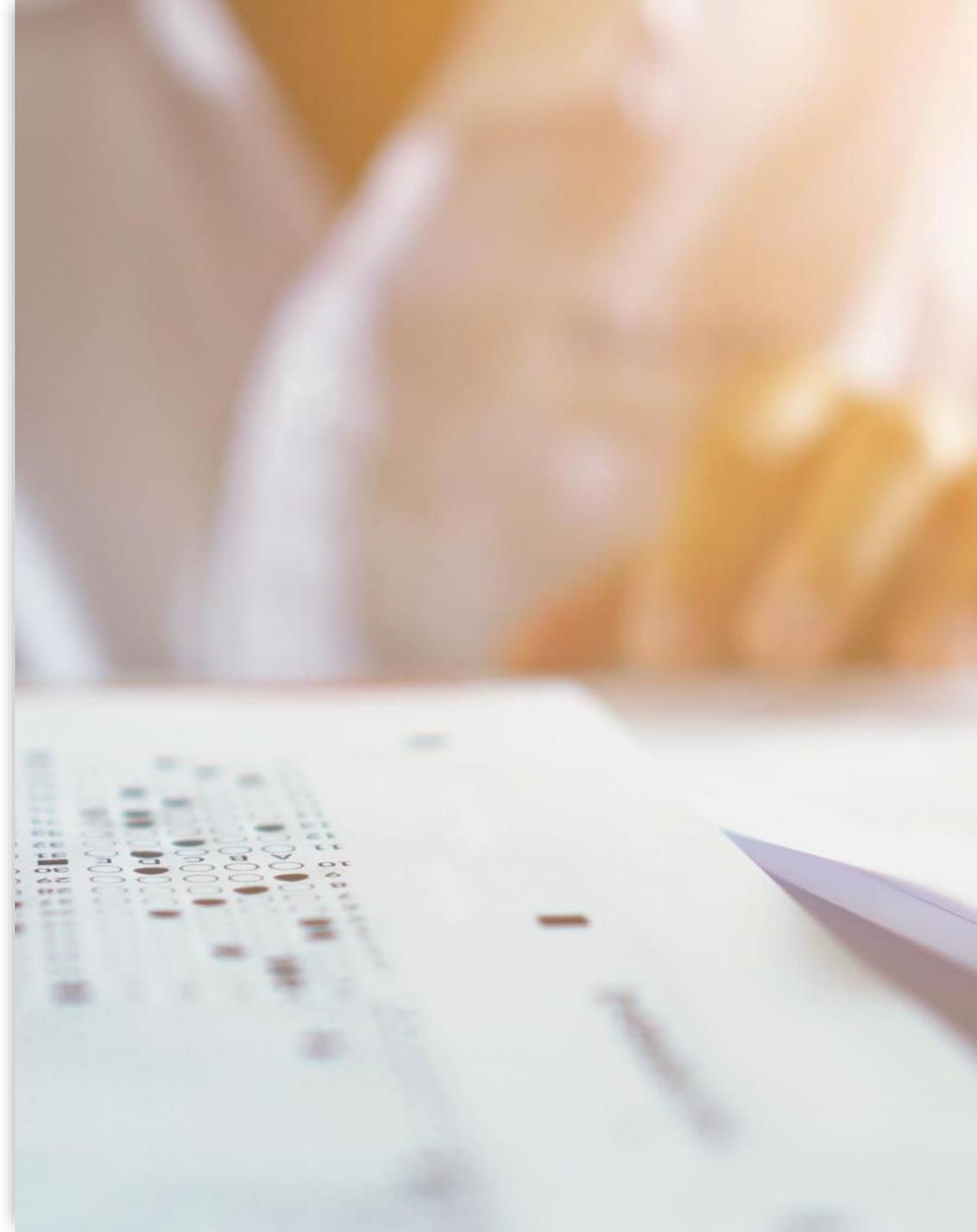
- (1) the development or improvement of water supply facilities, including dams, transmission lines, well field developments, and other water supply alternatives; or
- (2) the development and institution of water conservation programs, including incentives to install water-saving plumbing fixtures, educational programs, brush control programs, and programs to replace malfunctioning or leaking water lines and other water facilities.

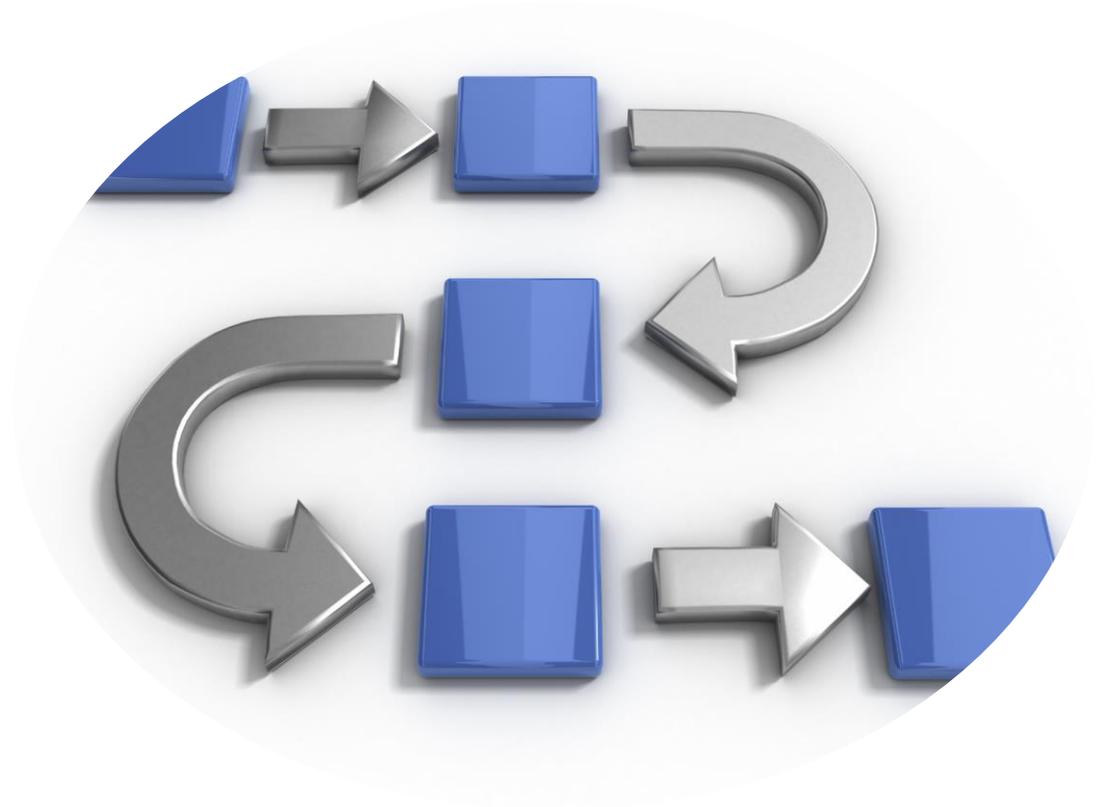
Sec. 505.160. ELECTION REQUIRED FOR PROJECT; PETITION

(a) A Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken.

(b) The governing body of the authorizing municipality is not required to hold an election after the submission of a petition under Subsection (a) if the voters of the municipality have previously approved the undertaking of the specific project or general type of project:

- (1) at an election ordered for that purpose by the governing body of the municipality; or
- (2) in conjunction with another election required under this chapter.





Some Frequent
Topics That Arise

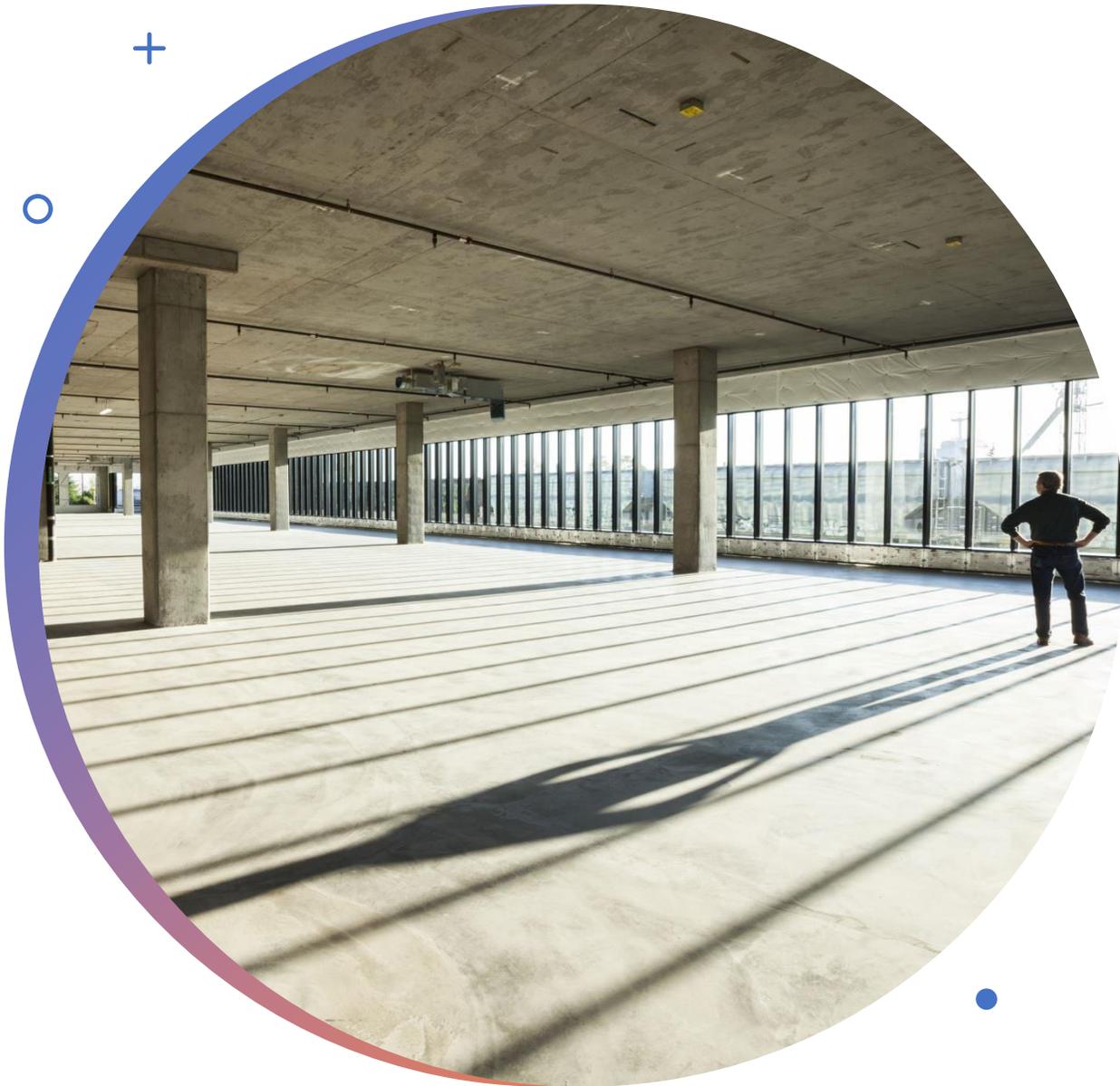


JC-0032: Prevailing Wage Law and Development Corporations Chapter 2258 of the Government Code applies to a worker employed on a public work “by or on behalf of the state or a political subdivision of the state.” Tex. Govt. Code Ann. § 2258.021(a) (Vernon 2000). Because a development corporation created under the Development Corporation Act of 1979 is not a political subdivision for purposes of the laws of this state, see Tex. Rev. Civ. Stat. Ann. art. 5190.6, § 22 (Vernon Supp. 2005), chapter 2258 does not apply to a worker employed by or on behalf of a development corporation. **Chapter 2258 will apply to a worker on a project undertaken by a development corporation only if the development corporation undertakes the project on behalf of the state or a political subdivision of the state. In order for the project to be undertaken on behalf of the state or a political subdivision, the state or political subdivision must be a party to the construction contract.**

- **GA-1066: Type B Funds for City's Comprehensive Plan** To the extent an expenditure of Type B sales tax proceeds for the services involved in the preparation of a municipal comprehensive plan by an independent contractor is within the scope of Sections 501.101 or 501.103 of the Local Government Code, it may be an authorized project under the statute. It is, however, for the board of directors of the economic development corporation to determine, in the first instance and subject to judicial review, whether an expenditure is authorized under the statute.



125,058	154,568	95,054	124,500
125,487	56,845	97,511	125,000
124,000	110,000	99,011	154,000
105,450	150,000	99,216	95,000
86,502	35,000	101,090	154,200
	83,000	101,684	110,000
	45,000	101,962	89,000
		102,747	50,000
			68,000
			123,000



- **GA-1050: Entertainment Projects** A court could conclude that funding for a private radio station's building renovations and equipment upgrades is not of the same kind or class of project as those projects expressly authorized in Section 505.152 of the Local Government Code and that Section 505.152 therefore does not authorize an economic development corporation to fund that proposed project. The Legislature granted the board of directors of an economic development corporation broad discretion in determining whether a specific project is "required or suitable for use for ... entertainment," and it is for the board to decide in the first instance. A court would likely conclude that funding for a city owned pavilion is of the same kind or class of project as those projects expressly authorized in Section 505.152.

When and How to Leverage City and County Participation

- The governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality.
- A home-rule municipality may, under a contract with a development corporation created by the municipality grant public money to the corporation for the development and diversification of the economy, elimination of unemployment or underemployment, and development and expansion of commerce.



County Specifics



The county judge of a county may appoint a county industrial commission which must consist of not less than seven persons who must be residents of the county, exhibited interest in the industrial development of the county, and would serve a term of two years



The commission shall investigate and undertake ways of promoting the prosperous development of business, industry, and commerce in the county



The commission shall promote the location and development of new businesses and industries in the county and the maintenance and expansion of existing businesses

Budgeting Requirements for Projects and Marketing



Critical that your finance director or EDC accountant establish project funds that carry forward encumbered amounts for each fiscal year of a project



Carry forward and designate any unspent marketing funds for use in future years...can always be undesignated if needed for other expenditures



City Council approves EDC programs, expenditures and bylaws...this does not necessarily translate to everything an EDC does having to go to the City Council for approval...though it can if so desired by the City Council

Real Property...The Best Tool in the Toolbox

Property owned by a City, County, or EDC is the single best tool you have to entice or attract a business

You are placing property back on the tax roll

You can enter long term leases rather than selling if preferred

You can expend funds on property you own without performance agreements or limitation to make the property shovel ready

Your recapture provisions on property are more meaningful and achievable

Partnering with the City Redevelopment Infill Initiatives

- Communities sometimes struggle to attract business and new construction to older portions of town
- Depressed property values can be reversed through economic development investment
- Affordable housing is broader than you may think and is a great option for infill development and expanding housing stock to relieve blight
- Builders are excellent partners in the process
- City can provide lots; EDC can upgrade infrastructure and incentives and home builders are able to construct with no overhead and sell new homes



Grant Leveraging for Community Projects

Review

- Review your original ballot language to become familiar with how much authority you have without the need to publish or seek further voter approval on projects

Identify and Maintain

- Identify and maintain a list of all of CIP projects and community quality of life projects that are eligible for grant funding

Set Aside

- Set aside EDC funds for use as matching funds for grants that are applied for on eligible projects

Identify

- Identify ways you can leverage EDC funds along with CARES Act and Restoration Act to accomplish the most CIP projects before December 2024 when those funds expire



Workforce Investments through Education and Training Initiatives

- Partner with the school district to begin training entry level workforce who may not want to go directly to college....available workforce in smaller communities is a limiting factor for business location
- Partner with technical colleges and junior colleges to establish distance learning options or satellite locations
- Directly fund training initiatives for primary job employers
- Partner with your businesses to create training programs for those who need trained in exchange for hiring those persons once trained...i.e. welding initiatives

Some Final Takeaways

A Type B EDC is the ultimate economic development engine because of its maximum flexibility

When a Type B EDC and a City operate on the same wavelength they can accomplish exceptional goals in infrastructure and community facilities

A Type B EDC can incentivize anything a Type A can plus much more

Questions?

T. Daniel Santee
Partner

DENTON NAVARRO ROCHA BERNAL & ZECH
A Professional Corporation

2517 N. Main Avenue
San Antonio, Texas 78212
www.rampagelaw.com

Fax (210) 225-4481
Office (210) 227-3243
tdsantee@rampagelaw.com





**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
5	Update on Harris Street Reconstruction
ITEM/MOTION	
Update on Harris Street Reconstruction	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

Concept Renderings for Plaza Space

EXECUTIVE SUMMARY

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

HARRIS STREET RECONSTRUCTION

PEDESTRIAN PLAZA CONCEPT PLAN



SURFACE KEY

- CONCRETE
- STAMPED CONCRETE
- ASPHALT PAVING

TREE KEY

- MEDIUM CANOPY TREE
- ACCENT TREE

LEGEND

- 01 PLAZA ENTRY WITH BOLLARDS
- 02 BENCH (16)
- 03 BIKE RACK (6)
- 04 STRING LIGHTING
- 05 TRASH RECEPTACLE (9)
- 06 INTERSECTION FEATURE
- 07 LIGHT POLE
- 08 GATEWAY

0' 15' 30' 60' 90'

SCALE: 1" = 30'-0"

NORTH



GATEWAY



STAMPED COLOR CONCRETE



LIGHTING



BOLLARDS



LATITUDE 6' BENCH

RECEPTACLES



BIKE RACKS

HARRIS STREET RECONSTRUCTION

PEDESTRIAN PLAZA CONCEPT PLAN



SURFACE KEY

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STAMPED COLOR CONCRETE



LIGHTING



BOLLARDS



LATITUDE 6' BENCH

RECEPTACLES



BIKE RACKS



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**

January 22, 2024

ITEM	TITLE
6	Economic Development Report
ITEM/MOTION	
<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>November 13th – January 19th Activity Overview</p> <ol style="list-style-type: none">1. Retail Coach Update2. TML EDC3. Economix4. TEDEC Sales Tax Course5. New Business Updates6. Bicentennial7. Fort Bend EDC8. Gateway Signs Update9. Downtown Business Alliance10. RFP for EDC Property	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Annel Guadalupe
EDC Director

SUPPORTING DOCUMENTS:

Retail Coach Memo

EXECUTIVE SUMMARY

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

Project Update

Fulshear, TX - January 2024

- Cheba Hut is now open.

- First Watch is now open.

- Our team held off on any recruitment for the last two weeks of December, but have started the year off strong already and are putting an aggressive push over the next few weeks for Fulshear. We have already sent emails to check in on status for Cava, James Avery, Bullrito's, Taco Deli, Voodoo Brewing, Walgreens, and others.

- Our team will be attending and representing Fulshear at the ICSC Red River Conference in Dallas on January 31- February 2. This is one of the largest ICSC conferences throughout the year and will be a good chance for our team to talk to retailers, brokers, and developers on Fulshear's behalf. Please see the list of retailers attending ICSC on the following pages.

- Our team is working to schedule an update call with H-E-B reps to get an update on timing for the HEB location.

- Our team is also in the process of scheduling an update call with a Home Depot preferred developer.

- Interest in Fulshear continues to be strong. In fact, the interest in Fulshear is within the top five of our client communities. That being said, we expect 2024 to be a strong year for Fulshear.

COMPANY	COMPANY	COMPANY
Academy Sports + Outdoors	LEGO Brand Retail	Valvoline Inc.
ADORE-PT	Lightbridge Academy	Velvet Taco
Advance Auto Parts	Lou Malnati's Pizzeria	Verizon
Albertsons Companies	Mammoth Holdings, LLC	Volution Group
Aleen International Engineering	Marco's Franchising, LLC	Wallace Finance
Annex Brands, Inc.	Maurices Incorporated	Watermill Express
AT&T - Authorized Retailer - Prime Communications	McCoy's Building Supply	Wells Fargo
AT&T Services	McCoys Building Supply	Westside Kitchen and Bath
AutoZone, Inc.	McDonald's Corporation	Whataburger Restaurants, LLC
Bagel Brands	Melrose Family Fashions	WSS Shoes Style Selection
Barnes & Noble Booksellers, Inc.	Michaels	X-Team
Bealls Retail Group	Mister Car Wash Holdings	
Brand Capital	MMR Realty Advisors	Cobblestone Hotels
Brew Culture, LLC	Mr. Gatti's Pizza	Golden Tree Restaurants, LLC
Brinker International	Murphy USA	Marriott International, Inc.
Brookshire Grocery Co.	National Vision, Inc.	
Burger King Corporation	Nekter Juice Bar	
Burlington Stores	North Texas Bells	
Cafe Rio, Inc.	Office Depot	
Cato Fashions	Ollie's Bargain Outlet	
CAVA	ONE ESCA	
Cavender's Boot City	Pacific Dental Services, Inc.	
Cheba Hut Toasted Subs	Panda Restaurant Group, Inc.	
Chipotle	Party City Holdings Inc.	
Chopt Creative Salad Company	Pediatric Associates	
Cinemark USA	PF Chang's	
Crunch Franchise	Pizza Patron	
Daily's	Planet Fitness	
Dallas Gold & Silver	Planet Fitness World Headquarters	
Darden	Pollo Campero USA	
Denny's Inc.	Potbelly Sandwich Works	
Dollar General-Popshelf Division	Primrose Schools	
Dollar Tree / Family Dollar	Racetrac, Inc	
Dutch Bros. Coffee	Rack Room Shoes, Inc.	
Elan Wireless	Raising Cane's Restaurants	
EOS Fitness	Rent-A-Center/Upbound Group	
Excel Fitness	Restaurant Brands International (RBI)	
Express Oil Change & Tire Engineers & Brakes Plus	Rouses Markets	
Eyemart Express	Rouses Supermarkets	
Family Video	Ruby Wireless	
Fikes Wholesale, Inc.	Sally Beauty Holdings, Inc.	
Firehouse Subs	Santikos Entertainment	
Five Below Inc.	Shoe Sensation, Inc.	
Five Guys	SHOE SHOW, INC./Half-Moon Outfitters, LLC	
Focus Brands	Showtime	
Frisbie Lombardi Commercial Real Estate Services	Sizzling Platter, LLC	
Gas Express	Skechers U.S.A.	
Great Clips Inc.	Sky Zone	
Guitar Center, Inc.	Smoothie King Franchises	
Heartland Dental, LLC	Spencer Spirit Holdings, Inc.	
HEB Grocery Company	SSCP Management	
Heritage Grocers Group	Starbucks Coffee Company	
Hibbett Sporting Goods, Inc.	Super Star Car Wash	
Higher Ground Education	T-Mobile	
Hobby Lobby Stores, Inc.	Tailored Brands	
HTeaO	Take 5 Oil Change	
HWGA Group	Target	
Ingka IKEA	Tesla	
Inspire Brands	The Goddard Schools	
Jason's Deli	The Home Depot Inc.	
Jersey Mike's Franchise Systems	The Learning Experience	
Kids Empire	The UPS Store	
Kirschman Realty, LLC	Thrive Restaurant Group	
Kohl's Department Stores, Inc.	Tidal Wave Auto Spa	
Kontoor Brands	Torchy's Tacos	
Launch Entertainment	Tractor Supply Company	
Laundrolab/2u	Tropical Smoothie Cafe	
	Ultra Beauty	
	United Fashions of Texas	



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**

January 22, 2024

ITEM	TITLE
7	Consideration and Possible Action on Services and Software Agreement for EDC Website
ITEM/MOTION	
Consideration and possible action on Services and Software Agreement for EDC Website	
ESTIMATED EXPENDITURE: \$6,711 (\$3,355.50/Board)	BUDGET ACCOUNT: 100-180-5530-00

SUBMITTED BY:

Annel Guadalupe
EDC Director

SUPPORTING DOCUMENTS:

1. Atlas Integrated Agreement Excerpt
2. Hueston Software and Services Agreement

EXECUTIVE SUMMARY

Staff were informed that Atlas Integrated had been acquired by Hueston. Staff were presented with several options for transitioning hosting services to this new company, one of which allows for a complete review of design and content, as well as easier upkeep and optimization.

This agreement was adopted by the CDC on January 8, 2024.

ATTACHMENT B.
COMPENSATION

Project/Service	One-Time	Annual recurring fees over a 1-year period
Economic Development Website Software and content management and Hosting	NA	\$2500
Total:		\$2500

Payment Policy

Please note that this project is billed on a fixed price, fixed scope basis. Any changes from the agreed to scope will result in a change order.

- All fees will be billed quarterly in advance, starting upon contract signing.

The Customer has two ways to pay:

- 1) The Customer will receive invoices via email quarterly in advance. To select this option, check here:

When paying Invoices, please make checks payable to Atlas Integrated
Mail to: 1900 Dartmouth Ave
Boulder CO 80305

All invoices are payable within 30 days (our grace period) or will be subject to a late fee charge of 1.5% for each 30 days late (18% APR). Should extended delays in payment (beyond 45 days from invoice creation date), Consultant will discontinue Customer's access to the website or web applications provided under the contract.

Note: Both parties' signatures must appear in Attachment B. Compensation.

Consultant

Customer

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT C

HOSTING SUPPORT POLICIES

Unlimited Free Support Services

Any requests due to loss of service or technical issues not the Customers responsibility will not be billed to the Customer. Additionally, Consultant shall provide the following Support Services free of charge, to up to three designated Customer representatives, using the support@atlas-integrated.com email address, and company phone number:

- Bug fixes
- Answering general questions
- Virtual Instructor Led Training
- Atlas Integrated Digital Economic Development University
- User Documentation
- Videos/Recordings

Value Added, Paid Enterprise Services

Consultant also offers the following paid Value added support services. All of the below services will only be performed if previously authorized within a written contract, and will be billed as work is completed hourly:

- Data Cleaning Services
- Data Integration Services, including importers
- Data Entry
- Data Collection and Research
- Partner Engagement and Communications
- Support for Partner relationships
- Marketing Automation Consulting
- Partner Response Consulting
- Third Party Software Integration

Website Hosting

To ensure that your website performs up to expectations and has easy access to all of the latest updates, we will provide hosting services, billed on a quarterly basis in advance. Further, updates are free if hosting with Atlas Integrated. Atlas Integrated maintains its systems to a 99.85% uptime standard, exclusive of planned maintenance windows.

Product Enhancements and Updates

Consultant maintains a backlog of suggested non-critical enhancements at all times that it reserves the right to prioritize as it sees fit. These enhancements can include updates to existing functionality, adding updates that make content that is currently not configurable by

the customer configurable, new features not yet imagined, as well as customer requested improvements. Should a single Customer wish to influence the order and pace of improvements, they may pay to accelerate a feature development themselves. If multiple customers wish a feature to be moved up in priority, then Consultant may accelerate the development of that feature at its own cost on its own time table. Any product enhancements asked for by a single customer will be subject to a fee based on level of effort.

Service Level Agreement for Products and Hosting

As described below, services level agreements are for the current release level of the Product and the previous release level thereof:

- Problem reporting, tracking and monitoring by electronic mail via the Internet;
- Reasonable telephone support to up to three designated contacts for problem determination, verification and resolution on a call-back basis during Company normal business hours of 9 a.m. to 5 p.m. Mountain Standard Time; and
- Diligent efforts to promptly resolve defects and errors in the Product in accordance with the following schedule:

ERROR PRIORITY (1)	RESPONSE (2)	RESOLUTION (3)	EXAMPLE
P1	1 Hour	1 Hour	Public site unavailable
P2	1 Hour	1 Day	Site avail, Feature level issues
P3	Same day	5 days	Page speed issues
P4	Same day	15 days	Minor misconfiguration
P5	Weekly	As scheduled	Enhancements

(1) Priority:

- P1- Catastrophic product or module failures that do not have a viable detour or work around available.
- P2- Problems that have been substantiated as a serious inconvenience to users. This includes any priority A failure for which a viable detour or work around is available.
- P3+- All other problems which the user can easily avoid or detour for which there is no urgency for a resolution.

Maximum File or Database Sizes

Certain file sizes are recommended for use with our products, as larger file sizes may impact site performance:

- KML file overlays are recommended to be smaller than 2 MB after being generalized.
- Video or large graphic files are recommended to be no more than 10MB.
- Property or graphic databases over 100MB may be subject to additional hosting or bandwidth fees.

Browser Support Restrictions

Customer recognizes that web-based works delivered by consultant shall be compatible with a limited number of internet browser applications as outlined below.

Websites and web-based applications delivered by Atlas Integrated are maintained for compatibility with the following browsers:

- Most recent 3 versions of Microsoft’s browser (including versions of Edge)
- Most recent 3 versions of Chrome on Windows and MacOS
- Most recent 3 versions of FireFox on Windows and MacOS

- Most recent version of Safari on MacOS
- Most recent version of Safari Mobile on iOS
- Most recent version of Android Browser/Chrome Mobile for Android

Atlas Integrated cannot guarantee compatibility with any browser or access method not defined in the preceding list.



Services & Software Agreement

Fulshear Texas | Fulshearedc.com | Effective 1/1/2024

Williams Media (d/b/a/ Hueston.co)

Hueston Website Care Plans

All-in-one website hosting, management, compliance,
development & support – Learn more at hueston.co

QUARTERLY ▾

LAUNCH 🚀
(Atlas Contract Pricing)

\$750.00
/ quarter

✓ Selected

Recommended

AUTOPILOT 🛩️

\$987.00
/ quarter

Select

HYPERSPACE 🌌

\$2,097.00
/ quarter

Select

Additional Services

(aligned to billing schedule
selected above)

YEARLY
\$39.00



Description

Item

Price



Houston - Domain Management (1st year free)

Centralized domain registration and renewal
located within the Houston Launchpad

\$39.00

\$39.00 / year

Total Recurring	\$750.00 / quarter \$39.00 / year
Total Due Today	\$0.00

Terms & Conditions

Customer’s use of services provided by Williams Media d/b/a hueston.co (“Consultant”) is subject to the terms and conditions set forth in this Basic Terms & Conditions (“Agreement”).

Recitals

WHEREAS Customer desires that Consultant render certain professional services to Customer, such work generally described as Web Services, is willing to perform such work upon the terms and conditions set forth herein;

NOW, BE IT THEREFORE AGREED, in consideration of the mutual benefits, agreements, covenants and promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Consultant shall perform those certain services specified in the customer’s selected service plan outlined in see **hueston.co/pricing**. Consultant shall not be required to perform work not specifically described within this Agreement. The parties may mutually agree in writing from time to time on additions or deletions, however, Consultant shall not be required to perform such additional work until a written agreement is reached as to the time and cost of such additional work. In the event of any conflict between the terms of this Agreement and the Statement of Work, the Statement of Work shall prevail.

2. Performance of Work.

2.1 Consultant shall have sole discretion and control over the work of Consultant's employees, agents and contractors in the performance of the work under this Agreement and the manner in which such work is performed. Consultant may use subcontractors or contract labor or services to perform certain portions of the work.

2.2 Consultant will undertake commercially reasonable efforts within the time(s) identified within this Agreement or subsequent Statement of Work. Customer agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Customer's concerns, objections, or corrections to Consultant. Consultant shall be entitled to request written clarification of any concern, objection or correction.

2.3 Customer acknowledges and agrees that Consultant's ability to meet any and all schedules is entirely dependent upon Customer's prompt performance of its obligations. Any delays in Customer's performance or changes in the services or deliverables requested by Customer shall not constitute a breach of any term, condition or obligation of Consultant under this agreement.

3. Customer Duties and Responsibilities.

3.1 Customer shall make available in a timely manner at no charge to Consultant such data, documentation and materials, together with timely access to appropriate personnel of Customer and such resources of Customer as Consultant may reasonably need for the performance of Consultant Services.

3.2 Customer shall be responsible for, and assumes the risk, of any problems resulting from the content, accuracy, completeness or consistency of the data, materials and information supplied to Consultant.

3.3 Customer shall appoint and designate a Customer representative who shall provide professional and prompt liaison between Consultant and Customer. Primary guidance and direction for Consultant with respect to the services performed hereunder shall come from such Customer representative.

3.4 If required for the performance of Consultant's work, during such time as Consultant is on Customer's premises, Customer will provide at no charge to Consultant for Consultant's use a workspace and access to the appropriate Customer computing resources and environment, including phone, fax and other mutually agreed office equipment and material needed for the work Consultant is performing pursuant to this Agreement.

4. Compensation.

4.1 Consultant's compensation for the Consultant Services shall be as set forth at hueston.co/pricing, unless otherwise agreed upon in writing.

4.2 Customer shall be responsible for all reasonable out-of-pocket costs (not including day to day operating expenses such as routine photocopying, long-distance telephone) incurred by Consultant and Customer in connection with performing the Consultant Services, including, but not limited to, out of the area travel, specific reimbursable expenses for photography, stock art and illustration, image searching, hosting, printing and press checks. Customer shall be responsible for payment of all sales, use, excise and other applicable taxes, duties and similar levies on the service provided hereunder or on any equipment, software, license, use, royalty or similar

product or service used in connection with performance of the work.

4.3 Unless otherwise specified in writing, all invoices for Consultant's Services and out of pockets costs and taxes shall be due and payable upon receipt. Consultant shall have the right to suspend (including but not limited to turning off access to websites) providing of Services at any time without penalty or liability for breach of this Agreement where Customer fails to pay within 30 days of for Consultant Services, costs and taxes.

4.4 Customer may be required to pre-pay for licenses, royalties and fees for art and imagery in order to ensure timely delivery of the same.

4.5 Unless otherwise specified in writing, all invoices must be paid electronically via: <http://hueston.co/launchpad>

5. License and Intellectual Property Rights.

5.1 Customer acknowledges that it is not and will not be the author or owner of any code, graphics, data or documentation provided to Customer by Consultant where such code, graphics, data or documentation consists of pre-existing know how, generic, licensed or non-unique software components, structure, architecture, subroutines, functions, algorithms, formulas, third party tools, libraries and programs which Consultant may make use of or incorporate into the work and to which Consultant or and third party licensor has prior copyright ownership ("Pre-existing Materials"). The parties recognize and agree that the code, graphics data or documentation comprising the work performed by Consultant for Customer, other than Pre-existing Materials, is a "work made for hire", and that, provided Customer makes payment in full of all amounts from time to time required to be paid to Consultant hereunder, Customer shall be deemed to be the author of such work. Contingent upon the payment in full to Consultant, Consultant grants Customer a personal, royalty free, non-transferable right and license to use and modify the work performed by Consultant hereunder, subject at all times however to the rights of others in the Pre-Existing Materials.

5.2 Consultant may retain a copy of any such work for the purpose of displaying specimens or exemplars of their services to third parties, without written approval from Customer. The display of these "work products" shall conform to all levels of confidentiality in this agreement and shall not require Customer's approval in writing prior to disclosure to any third party.

6. Warranties and Remedies.

6.1 EXCEPT AS PROVIDED IN THIS SECTION, ALL SERVICES AND SOFTWARE ARE DELIVERED WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) EFFORT TO ACHIEVE PURPOSE; (4) QUALITY OR (5) ACCURACY. NO EMPLOYEE, CONSULTANT, AGENT OR OTHER REPRESENTATIVE OF CONSULTANT HAS AUTHORITY TO BIND CONSULTANT TO ANY ORAL REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES PROVIDED HEREUNDER.

6.2 Notwithstanding the foregoing, the services provided by Consultant hereunder shall be performed in a professional and workmanlike manner and shall substantially conform to the description of services set forth in the applicable statement of work.

6.3 Customer's sole remedy for Consultant's breach of its obligations under this agreement is as set forth herein. Should Consultant breach any warranty or representation in this Agreement, or should Consultant default under any term of this Agreement, Customer shall notify Consultant in writing and Consultant shall use reasonable diligence to remedy such breach within 30 days after receipt of such notice. Should Consultant fail to remedy such breach within such time, Customer shall be entitled to a reasonable abatement of fees hereunder. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER TO CONSULTANT FOR SERVICES AND PRODUCTS PROVIDED HEREUNDER. CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL CONSULTANT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF CONSULTANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

7. Confidential Information.

7.1 Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party including, without limitation, Work Product, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other information either known by the receiving party to be confidential, or designated by the disclosing party as confidential either expressly or by the circumstances in which it is disclosed ("Confidential Information"). Confidential Information does not include information and/or data which:

- (a) has become publicly known through no violation of an obligation of non-disclosure of any person or entity;
- (b) was obtained by the recipient from a third party through no violation of an obligation of non-disclosure of any person or entity;
- (c) was independently developed without any use or reference to Confidential Information and through no violation of an obligation of non-disclosure of any person or entity;
- (d) has been approved for disclosure in writing by the disclosing party;
- (e) has been disclosed pursuant to a requirement of law, but only to the extent such disclosure is required; or
- (f) was in the possession of the recipient prior to the Effective Date, through no violation of an obligation of non-disclosure of any person or entity, as evidenced by written records.

7.2 Each party agrees, with respect to the other party's Confidential Information, and except as expressly authorized herein, that it shall not use, transfer, commercialize or disclose such Confidential Information to any person or entity, except to its own employees or subcontractors, to the extent that they have a need to know or have access to such Confidential Information in connection with the performance of this Agreement, and who are themselves bound by similar nondisclosure restrictions. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information, but in no event shall less than due diligence and care be exercised. The provisions of this Article 7 shall remain in effect for a period of five (5) years following termination of this Agreement or until one of the exceptions set forth in Section 7.1 applies, whichever occurs first.

8. Term, Termination, Suspension, and Cancellation

8.1 *Term* This agreement shall commence upon the effective date and shall remain effective until the Services are completed and delivered or the parties elect to terminate this Agreement

8.2 *Termination* This Agreement may be terminated for convenience at any time by either party effective thirty (30) days following written notice, or the mutual agreement of the parties evidenced by written agreement, or for cause if any party: (1) becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

8.3 In the event of Termination, Consultant shall be compensated for services provided through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due or (c) hourly fees for work performed by Consultant, whichever is Greater; and Customer shall pay all Expenses, fees, out of pocket expenses together with any Additional Costs incurred through and up to the date of cancellation. In the event of termination for convenience by Customer, Customer shall pay in addition to the above an early termination fee equal to 25% of the total fees, and forfeit any rights of use of Deliverables except upon written consent from Consultant.

8.4 *Hosting Cancellation.* If Care Plan Services only are canceled, general website hosting will continue to be provided and billed at the current rate unless otherwise notified or requested in customer. If hosting cancellation is requested, a website will either be permanently deleted, or archived. If customer requests an archive copy of the site files for future use, there will be a one-time service charge equal to one (1) month extra of the current service plan in order to archive the website down and send all files to the customer. After this, the site will be permanently deleted from our servers.

9. Dispute Resolution and Indemnification.

9.1 In the event of any dispute arising under this Agreement, other than the payment of sums due to Consultant, the project manager for Consultant and the designated representative of Customer agree to meet within a reasonable time after such dispute arises to determine the nature of the dispute and corrective action to be taken to resolve such dispute. If such persons are unable to agree on such corrective action, they shall notify senior management of Consultant and Customer, who shall then meet to attempt to resolve such dispute. If management is unable to resolve such dispute, each party shall have such remedies and defenses as may be available at all and under this Agreement.

10. Indemnification.

10.1 To the fullest extent permitted by law, Customer and Consultant mutually agree to indemnify and hold harmless both parties from any claim, harm, injury, loss or damage brought as a result of this contract.

11. Procedures.

11.1 *Change Request Process.* Customer may request changes within the general scope of work (“Change Requests”). Change Requests must be made in writing. Changes to work must be approved by the Customer and Consultant and may include the following:

1. Additions to or deletions from the specifications.
2. Changes in the time and place of performance.
3. Changes in the scope or nature of the work to be delivered.
4. Changes in the nature and quantity of deliverable work product.

If any change affects payments due or time of performance, details must be specified in the Change Request, which is approved by the Customer and Consultant.

Only authorized representatives of the Customer and Consultant shall make changes to the terms and conditions of this agreement. Neither Consultant nor Customer will be accountable for meeting commitments that have not been agreed to in an approved Change Request.

11.2 *Additional Project Expenses.* Typically, such items as photography, image searching, hosting, printing, press checks, travel, etc., are necessary and can change the budget of the project. If a Change Request shall result in additional project expenses, Consultant will use reasonable efforts to outline any changing budget costs as a result of such Change Request and submit such outline to Customer for approval.

11.3 *Signoff.* At major project milestones, signoff is required on all project materials by the Customer in written form. Signoff constitutes acceptance of materials for use. Verbal confirmation does not constitute acceptance.

12. Non-Hiring Covenant.

12.1 Customer hereby covenants and agrees that during the term of this Agreement and for a period of twenty four (24) months thereafter, Customer and its affiliated companies, including, without limitation, their respective officers, directors or employees, shall not solicit for employment or employ any current or former employee of Consultant or its affiliated companies or current or former independent contractor or member of the contract sales force of Consultant or its affiliated companies (“Restricted Person”). The term “employ” as used in this section shall mean any relationship in which compensation is paid directly or indirectly by Customer for or to a Restricted Person, including, without limitation, direct employment, leased employee, an independent contractor relationship or through an employment agency. The term “former” as used in this section shall mean during the term of this Agreement or the prior 12-month period.

13. General Provisions.

13.1 The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of New York, County of Erie, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in Buffalo, New York, Erie County, State of New York. The parties hereby waive any jurisdictional or venue defenses available to them. Customer acknowledges that Consultant will have no adequate remedy at law in the event Customer uses the deliverables in any way not permitted hereunder, and hereby agrees that Consultant shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

13.2 The relationship of Consultant and Customer established by this Agreement is solely that of independent contractors. Nothing contained herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

13.3 In the event that Consultant shall be required to commence any action to enforce the terms of this Agreement, Consultant shall in any such action be entitled to an award of its costs and reasonable attorney's fees.

13.4 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, however the inability or failure to pay obligations under this Agreement shall not be excused by the terms of this section.

13.5 This Agreement and its attachments constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matter stated herein.

13.6 This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

13.7 If any provision of this Agreement is held invalid or unenforceable for any reason, such determination will not affect the remaining portions of this Agreement, and the affected provisions shall be interpreted and enforced to the full extent possible to carry out the intent of such provision.

13.8 Failure to enforce this Agreement shall not be a waiver of any provision of this Agreement, and a waiver of breach shall not be a waiver of any other or subsequent breach.

14. Website Hosting & Care Plan Terms

14.1 *Website Hosting Eligibility.* Williams Media is not entitled to host any website on its servers that does not have an active Website Care Plan subscription. Any customer on its server that has not opted out during the aforementioned grace period will be automatically added to an Essential Care Plan and billed accordingly. A customer must always be in good standing, without server abuse to remain an active Hosting customer.

Every customer who's subscribed to an active Care Plan can receive access to our FREE base-level managed WordPress hosting package. Any websites that require more resources or management time than the base-level plan allows for will be subject to additional charges for higher levels of dedicated hosting service.

14.2 *Website Hosting Security.* While Consultant performs every reasonable effort and due diligence to keep our servers and sites secure, we do not guarantee that issues will never arise. We also do not guarantee that websites we build will not have potential security issues that could be exploited, as that is near impossible given the nature of the modern web infrastructure.

However, we will perform every reasonable effort and due diligence to proactively protect and prevent any known security threats to our customers' website, and do everything in our power to remediate any issues that should arise in accordance with our Care Plan terms below. Our hosting infrastructure is designed to industry leading specifications to provide a reliable and safe hosting environment for our partners. If a site is deemed a security threat to our business or other customers, we reserve the right to remove it at any time from our server, without warning but with written confirmation explaining the situation along with reinstatement options to the customer after the fact.

14.2a *Security & Abuse.* Consultant will perform every reasonable effort and due diligence to proactively protect and prevent any known security threats to our customers' websites when on a Website Care Plan, and do everything in our power to remediate any issues that should arise. If a site is deemed abusive, or a security threat to our business or other customers, we reserve the right to suspend or remove it at any time from our servers, without warning but with written confirmation explaining the situation along with reinstatement options to the customer after the fact.

14.3 *Website Hacking and Remediation.* We do not guarantee that sites will never be hacked. If a site is hacked, however, we will help a customer to remediate the issues however we best see fit. This remediation process could incur additional charges to the customer if the work falls outside of what is deemed as ordinary and necessary within the Care Plan Service coverage.

Any small website rescue/restore job of 1hr or less in order to fix a website hack, spam, malware injection or breach is covered within the Care Plan as long as the issue was not caused by the items listed under "14.6 Website modification" below. If outside of this, Consultant reserves the right to deem whether or not any hack restoration work falls within scope, or will be billed accordingly.

14.3a *Theme & Plugin Security & Licenses.* Consultant is not responsible for purchasing or renewing any software licenses for any sites under our management. This is the sole responsibility of the customer to maintain. This includes themes, plugins, or any other software and integrations used to build any such website we service. If we discover that an integration requires the purchasing of a license, we will make our best effort to inform and help the customer acquire it. We are not responsible for updating any integrations that we do not have an active license to, or any consequences that occur from the negligence of this. If a website gets hacked due to customer negligence of acquire a proper license to update a plugin or other integration, we are absolved from any responsibility for it. However, as stated above, we will make every reasonable effort to help restore the website in good faith, once the

proper license is obtained. We however reserve the right to bill extra for any relevant costs if any hack restoration is performed under these circumstances.

14.4 *Website Care Plan Eligibility.* Consultant will perform Website Care Plan services for any customer that meets our checklist of criteria. In order to be eligible, customers may need to add or subtract specific code, software, plugins or other functionality for the purposes of maintaining a healthy, top functionality site that does not pose a security risk to us, our servers or our customers. User accounts may need to be added, subtracted or updated as well in order to successfully perform services. A customer must always be in good standing, without abuse to remain an active Care Plan customer. Hueston & Williams Media reserve the right to cancel any Care Plan at any time, for any reason at its sole discretion.

14.5 *Website Care Plan Reporting.* Hueston & Williams Media will perform all Website Care Plan services as outlined in our specific contract and summarized within the packages on our website. These services will be performed and reported on at various times throughout the month.

14.6 *Website Modification.* Williams Media is not held responsible for any errors, issues, downtime, security threats, hacking, malware, spamming, or poor performance as a result of any customer made modifications to a website. This includes but is not limited to, adding/subtracting plugins, adding/subtracting custom code, modifying website files, adding/subtracting pages, adding/subtracting or changing website copy, images or other content, adding unauthorized admin users to a site, or use of insecure passwords. Any website hack, security breach or general errors/issues/downtime as a result of the above may incur additional charges in order to remediate, and are considered outside of the standard Care Plan scope of coverage.

Hueston & Williams Media always advise all customers to perform only content updates on their website, and allow technical adjustments and development to be handled by our professionals. This helps to mitigate any risk of accidental issues and data loss, as well as maintains site integrity and congruence.

14.7 *Website Code Control and Improvement.* Consultant has the explicit right to store, lock, copy, manipulate and reuse any website or code built by the agency for any purposes deemed fit. Customers can access an export of their website's files without fault at any time upon request. We reserve the right to modify or improve any customer website hosted on our servers for the duration of the time a customer is on a Care Plan, for the sake of optimizing or improving the customer's website and maintaining a healthy and secure web hosting environment for all customers. If any important changes are needed that require correspondence, we will always notify the customer of such items.

14.8 *24mo Refresh Consultation.* Any customer on a Hyperspace Care Plan can receive a 24/mo website refresh consultation. This perk does not entail a free new website every 2 years. The consultation consists of a site audit along with proactive recommendations by our team as to how the website could be improved following the consultation. Any work suggestions or improvements discussed on the call are subject to additional charges or ongoing project costs.

14.9 *Website Accessibility.* Hueston & Williams Media provide 24/7 guaranteed AI-powered ADA/WCAG website accessibility via the agency partnership with [Accessibe](#). This service is guaranteed by Accessibe, and offers complete coverage for all sites on an active Care Plan that includes our accessibility and compliance service.

15. Guarantees

15.1 100% Worry-Free Guarantee.

All Hueston Care Plans are covered by our agency guarantee. This guarantee entitles that every Hueston Care Plan is backed by Williams Media, and the agency guarantees the service its Care plans. This guarantee also includes that Hueston customer websites will have an up to date WordPress tech stack environment, as well as an optimized and secure web hosting infrastructure. If any issues should arise on a customer website while on a care plan, Hueston & Williams Media will perform every reasonable effort, within scope of services, to help remediate such issues and ensure customer satisfaction.

15.2 *Emergency Guarantee.* All Hueston Care Plans are covered by our emergency guarantee. This guarantee states that if a website is hacked, Hueston & Williams Media will do everything within its reasonable power to restore such sites back to full working order. If we for some reason cannot successfully rescue a site, the customer does not have to pay for the services or time involved in attempting such restores. This guarantee is only effective for sites that have signed up for an active Care Plan.

16. Free Trial Period

16.1 *Free Trial.* All Hueston Care Plans are eligible for a free 1 (one) month trial (30 days) of service before any payment is required. This entitles the customer to try our service for 30 days without payment. No-questions-asked cancellation is possible without any payment required, until the end of the trial period. We however reserve the right to collect a payment method at the start of service to save on file for automated billing following the expiration of the 30 day mark of active service. This trial is only eligible for first time customers.

Exhibit A

See Cost Breakdown & Statement of Services

Unlimited Free Support Services

Any requests due to loss of service or technical issues not the Customers responsibility will not be billed to the Customer. Additionally, Consultant shall provide the following Support Services free of charge, to up to three designated Customer representatives, using the support ticket system at **Hueston.co/support**

- Bug fixes
- Answering general questions
- Virtual Instructor Led Training
- User Documentation
- Videos/Recordings

Value Added, Paid Enterprise Services

Consultant also offers the following paid Value added support services. All of the below services will only be performed if previously authorized within a written contract, and will be billed as work is completed hourly:

- Data Integration Services
- Graphic & Web Design Services
- Plug-in Development
- Marketing Automation Consulting
- Third Party Software Integration

Website Hosting

To ensure that your website performs up to expectations and has easy access to all of the latest updates, we will provide hosting services, billed on a quarterly basis in advance. Further, updates are free if hosting with Hueston.co. Hueston.co maintains its systems to a 99.85% uptime standard, exclusive of planned maintenance windows.

Product Enhancements and Updates

Consultant maintains a backlog of suggested non-critical enhancements at all times that it reserves the right to prioritize as it sees fit. These enhancements can include updates to existing functionality, adding updates that make content that is currently not configurable by the customer configurable, new features not yet imagined, as well as customer requested improvements. Should a single Customer wish to influence the order and pace of improvements, they may pay to accelerate a feature development themselves. If multiple customers wish a feature to be moved up in priority, then Consultant may accelerate the development of that feature at its own cost on its own time table. Any product enhancements asked for by a single customer will be subject to a fee based on level of effort.

Service Level Agreement for Products and Hosting

As described below, services level agreements are for the current release level of the Product and the previous release level thereof:

- Problem reporting, tracking and monitoring by electronic mail via the Internet;
- Reasonable telephone support to up to three designated contacts for problem determination, verification and resolution on a call-back basis during Company normal business hours of 9 a.m. to 5 p.m. EST; and
- Diligent efforts to promptly resolve defects and errors in the Product in accordance with the following schedule:

ERROR PRIORITY (1) RESPONSE (2) RESOLUTION (3)

EXAMPLE

P1	1 Hour	1 Hour	Public site unavailable
P2	1 Hour	1 Day	Site avail, Feature level issues

P3	Same day	5 days	Page speed issues
P4	Same day	15 days	Minor misconfig.
P5	Weekly	As scheduled	Enhancements

(1) Priority:

-P1- Catastrophic product or module failures that do not have a viable detour or work around available.

-P2- Problems that have been substantiated as a serious inconvenience to users. This includes any priority A failure for which a viable detour or work around is available.

-P3+- All other problems which the user can easily avoid or detour for which there is no urgency for a resolution.

Maximum File or Database Sizes

Certain file sizes are recommended for use with our products, as larger file sizes may impact site performance:

- KML file overlays are recommended to be smaller than 2 MB after being generalized.
- Video or large graphic files are recommended to be no more than 10MB.
- Property or graphic databases over 100MB may be subject to additional hosting or bandwidth fees.

Browser Support Restrictions

Customer recognizes that web-based works delivered by consultant shall be compatible with a limited number of internet browser applications as outlined below.

Websites and web-based applications delivered by Hueston.co are maintained for compatibility with the following browsers:

- Most recent 3 versions of Microsoft’s browser (including versions of Edge)
- Most recent 3 versions of Chrome on Windows and MacOS
- Most recent 3 versions of FireFox on Windows and MacOS
- Most recent version of Safari on MacOS
- Most recent version of Safari Mobile on iOS
- Most recent version of Android Browser/Chrome Mobile for Android
- Hueston.co cannot guarantee compatibility with any browser or access method not defined in the preceding list.

Let's Get Started!

Click the big button to accept your scope and activate your Hueston Plan.

Accept

NAME *

EMAIL *

ORGANIZATION



hueston.co • [@hueston.co](https://www.instagram.com/hueston.co)



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
8	FDC Financials and Payables
ITEM/MOTION	
Consideration and action on financials and payables for the Corporation, for the period ending October 31, 2023.	
PAYABLES: \$4,389.69 to be approved for October 2023	BUDGET ACCOUNTS: 700-900-5900-10

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

1. Sales Tax Document
2. CDC Financials – October 2023
3. Fund Balance Report – October 2023
4. Payables – October 2023

EXECUTIVE SUMMARY

Sales Tax

Sales tax revenues received in December 2023 (October 2023 remittances) were up 17% from the same period the previous year. Each Corporation’s sales tax revenues total \$140,923.38 or 8.05% of budget for 8% (1/12) of the year (FY24) complete.

Financials

There were \$0.00 in FDC Operating Fund (700) expenditures. There were \$0.00 of FDC Projects Fund (701) expenditures.

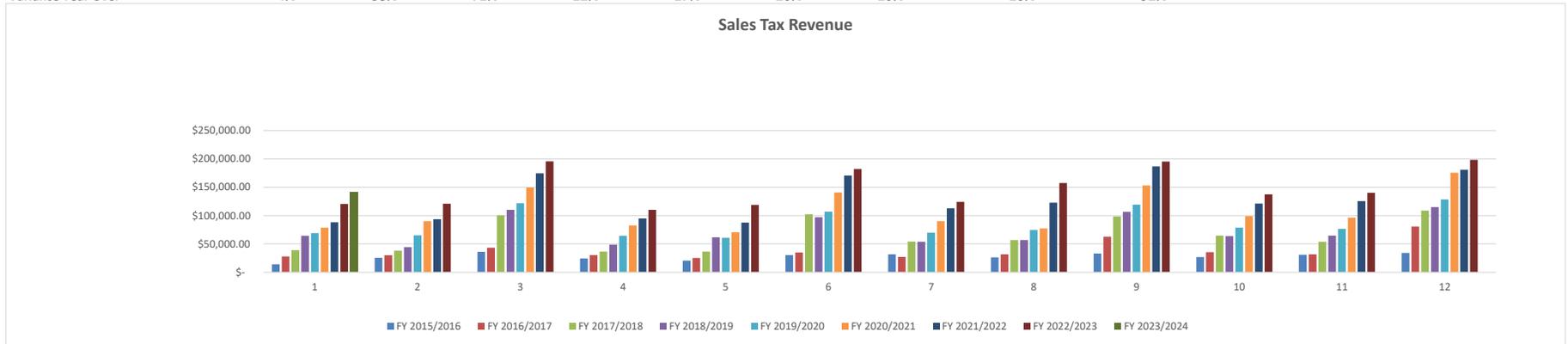
Payables

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 \$4,389.69 for FDC – B

**ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE**

SALES TAX MONTH	DEPOSIT MONTH	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	% VARIANCE OVER Month to Month Prior
OCTOBER	DECEMBER	\$ 14,035.49	\$ 27,844.44	\$ 38,912.05	\$ 64,576.54	\$ 69,062.91	\$ 78,843.94	\$ 88,155.69	\$ 120,317.15	\$ 140,923.38	17%
NOVEMBER	JANUARY	\$ 25,602.04	\$ 30,012.50	\$ 38,166.92	\$ 44,562.54	\$ 65,252.59	\$ 90,181.30	\$ 93,732.84	\$ 121,048.97		-100%
DECEMBER	FEBRUARY	\$ 36,033.99	\$ 43,261.02	\$ 100,448.96	\$ 110,209.12	\$ 121,814.02	\$ 149,488.01	\$ 174,393.09	\$ 195,540.00		-100%
JANUARY	MARCH	\$ 24,407.61	\$ 30,468.96	\$ 36,714.24	\$ 48,826.21	\$ 64,540.33	\$ 82,498.99	\$ 94,996.35	\$ 110,201.77		-100%
FEBRUARY	APRIL	\$ 20,513.66	\$ 25,311.44	\$ 36,506.17	\$ 61,791.72	\$ 61,066.35	\$ 70,656.15	\$ 87,578.32	\$ 118,924.93		-100%
MARCH	MAY	\$ 30,328.03	\$ 34,864.26	\$ 102,248.16	\$ 97,050.30	\$ 106,935.82	\$ 140,792.11	\$ 170,618.79	\$ 182,120.57		-100%
APRIL	JUNE	\$ 31,642.30	\$ 27,239.61	\$ 54,050.26	\$ 53,804.60	\$ 69,844.64	\$ 90,113.40	\$ 112,888.89	\$ 124,330.51		-100%
MAY	JULY	\$ 26,237.82	\$ 31,616.43	\$ 56,915.43	\$ 56,998.88	\$ 74,655.54	\$ 77,458.08	\$ 122,778.90	\$ 157,547.06		-100%
JUNE	AUGUST	\$ 32,983.26	\$ 62,945.44	\$ 98,542.60	\$ 106,620.01	\$ 119,481.71	\$ 153,190.20	\$ 186,699.45	\$ 195,260.00		-100%
JULY	SEPTEMBER	\$ 26,730.12	\$ 35,548.90	\$ 64,614.17	\$ 63,803.64	\$ 78,918.29	\$ 99,097.91	\$ 121,126.44	\$ 137,382.62		-100%
AUGUST	OCTOBER	\$ 30,809.97	\$ 31,687.63	\$ 53,844.78	\$ 64,710.64	\$ 76,734.63	\$ 96,248.50	\$ 125,575.31	\$ 140,097.23		-100%
SEPTEMBER	NOVEMBER	\$ 34,143.15	\$ 80,807.83	\$ 108,868.40	\$ 114,983.23	\$ 128,663.70	\$ 175,673.32	\$ 180,700.34	\$ 198,251.48		-100%
TOTALS		\$333,467.44	\$461,608.45	\$789,832.11	\$887,937.40	\$1,036,970.51	\$1,304,241.89	\$1,559,244.40	\$ 1,801,022.29	\$ 140,923.38	
Variance Year Over		4%	38%	71%	12%	17%	26%	20%	16%	-92%	

Budget FY 23/24	\$ 1,750,000.00
% of Year Complete	8%
FYTD	\$140,923.38
% of Year Collected	8.05%





CITY OF FULSHEAR
Finance Department

PO Box 279 / 6611 W Cross Creek Bend Lane
Fulshear, Texas 77441
www.fulsheartexas.gov

MEMORANDUM

To: Type B - Development Corporation
From: Erin Tureau, Director of Finance, City of Fulshear
Date: December 6, 2023
Subject: Monthly Financial Reports

Attached you will find the Type B City of Fulshear Development Corp. Financial Reports for the period October **2023** for both the operating fund and capital projects fund. This period represents **8.33%** 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: 2023-2024 Period Ending: 12/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - 4/B OPERATING FUND						
Revenue						
Type: 41 - TAX & FRANCHISE FEES						
700-41301	Sales & Use Tax Revenue	1,750,000.00	1,750,000.00	0.00	-198,251.49	-1,948,251.49 11.33 %
Type: 41 - TAX & FRANCHISE FEES Total:		1,750,000.00	1,750,000.00	0.00	-198,251.49	-1,948,251.49 11.33 %
Type: 46 - INTEREST REVENUE						
700-46000	Interest Revenue	55,000.00	55,000.00	0.00	3,846.92	-51,153.08 6.99 %
Type: 46 - INTEREST REVENUE Total:		55,000.00	55,000.00	0.00	3,846.92	-51,153.08 6.99 %
Type: 47 - OTHER REVENUE						
700-47100	Bicentennial Sponsorship	0.00	0.00	0.00	5,300.00	5,300.00 0.00 %
Type: 47 - OTHER REVENUE Total:		0.00	0.00	0.00	5,300.00	5,300.00 0.00 %
Revenue Total:		1,805,000.00	1,805,000.00	0.00	-189,104.57	-1,994,104.57 10.48 %
Expense						
Department: 100 - 100						
ExpCategory: 53 - SUPPLIES						
700-100-5311-00	Supplies	500.00	500.00	0.00	0.00	500.00 0.00 %
ExpCategory: 53 - SUPPLIES Total:		500.00	500.00	0.00	0.00	500.00 0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES						
700-100-5411-00	Admin Prof. Service - Legal	55,000.00	55,000.00	0.00	0.00	55,000.00 0.00 %
700-100-5411-10	Professional Svcs - Consulting	1,500.00	1,500.00	0.00	0.00	1,500.00 0.00 %
700-100-5413-00	Meeting Security	1,000.00	1,000.00	0.00	93.65	906.35 9.37 %
700-100-5414-00	Community Events	50,000.00	50,000.00	0.00	603.87	49,396.13 1.21 %
700-100-5415-00	Fulshear Business Entrepreneurship...	100,000.00	100,000.00	0.00	0.00	100,000.00 0.00 %
700-100-5421-04	Admin - Indemnity Insurance	600.00	600.00	0.00	0.00	600.00 0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		208,100.00	208,100.00	0.00	697.52	207,402.48 0.34 %
ExpCategory: 55 - OTHER CHARGES						
700-100-5526-00	Public Notices	500.00	500.00	0.00	0.00	500.00 0.00 %
700-100-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	0.00	1,500.00 0.00 %
700-100-5528-00	Travel & Training	8,000.00	8,000.00	0.00	0.00	8,000.00 0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		10,000.00	10,000.00	0.00	0.00	10,000.00 0.00 %
Department: 100 - 100 Total:		218,600.00	218,600.00	0.00	697.52	217,902.48 0.32 %
Department: 900 - Transfers						
ExpCategory: 59 - TRANSFERS						
700-900-5900-10	Xfer Out - ASA Reimbursement	197,105.00	197,105.00	0.00	0.00	197,105.00 0.00 %
700-900-5900-12	Xfer Out - ASA Shared Space Fee	7,515.00	7,515.00	0.00	626.25	6,888.75 8.33 %
700-900-5901-10	Xfer Out - ASA Shared Services	85,000.00	85,000.00	0.00	21,250.00	63,750.00 25.00 %
700-900-5901-71	Xfer Out 4/B Project Fund 701	1,540,000.00	1,540,000.00	0.00	0.00	1,540,000.00 0.00 %
ExpCategory: 59 - TRANSFERS Total:		1,829,620.00	1,829,620.00	0.00	21,876.25	1,807,743.75 1.20 %
Department: 900 - Transfers Total:		1,829,620.00	1,829,620.00	0.00	21,876.25	1,807,743.75 1.20 %
Expense Total:		2,048,220.00	2,048,220.00	0.00	22,573.77	2,025,646.23 1.10 %
Fund: 700 - 4/B OPERATING FUND Surplus (Deficit):		-243,220.00	-243,220.00	0.00	-211,678.34	31,541.66 87.03 %
Fund: 701 - 4/B PROJECTS FUND						
Revenue						
Type: 46 - INTEREST REVENUE						
701-46000	Interest Revenue	55,000.00	55,000.00	0.00	3,666.27	-51,333.73 6.67 %
Type: 46 - INTEREST REVENUE Total:		55,000.00	55,000.00	0.00	3,666.27	-51,333.73 6.67 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Type: 49 - TRANSFERS							
701-49560	Xfer In - 4/A EDC Fund 700	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
	Type: 49 - TRANSFERS Total:	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
	Revenue Total:	1,595,000.00	1,595,000.00	0.00	3,666.27	-1,591,333.73	0.23 %
Expense							
Department: 000 - Non-Departmental							
ExpCategory: 54 - CONTRACTUAL SERVICES							
701-000-5470-01	Targeted Incentives	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
701-000-5470-02	Promotional Expenses	125,000.00	228,200.35	0.00	416.25	227,784.10	0.18 %
701-000-5470-03	Studies expense	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	235,000.00	338,200.35	0.00	416.25	337,784.10	0.12 %
	Department: 000 - Non-Departmental Total:	235,000.00	338,200.35	0.00	416.25	337,784.10	0.12 %
Department: 900 - Transfers							
ExpCategory: 59 - TRANSFERS							
701-900-5905-30	Xfer Out #300 Harris Street - ST22B	1,540,000.00	1,540,000.00	0.00	0.00	1,540,000.00	0.00 %
701-900-5906-40	Xfer Out - #400 Texas Heritage Par...	81,667.00	81,667.00	0.00	0.00	81,667.00	0.00 %
	ExpCategory: 59 - TRANSFERS Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
	Department: 900 - Transfers Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
	Expense Total:	1,856,667.00	1,959,867.35	0.00	416.25	1,959,451.10	0.02 %
	Fund: 701 - 4/B PROJECTS FUND Surplus (Deficit):	-261,667.00	-364,867.35	0.00	3,250.02	368,117.37	-0.89 %
	Report Surplus (Deficit):	-504,887.00	-608,087.35	0.00	-208,428.32	399,659.03	34.28 %

Group Summary

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - 4/B OPERATING FUND						
Revenue						
Type: 41 - TAX & FRANCHISE FEES						
	1,750,000.00	1,750,000.00	0.00	-198,251.49	-1,948,251.49	11.33 %
Type: 41 - TAX & FRANCHISE FEES Total:	1,750,000.00	1,750,000.00	0.00	-198,251.49	-1,948,251.49	11.33 %
Type: 46 - INTEREST REVENUE						
	55,000.00	55,000.00	0.00	3,846.92	-51,153.08	6.99 %
Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	0.00	3,846.92	-51,153.08	6.99 %
Type: 47 - OTHER REVENUE						
	0.00	0.00	0.00	5,300.00	5,300.00	0.00 %
Type: 47 - OTHER REVENUE Total:	0.00	0.00	0.00	5,300.00	5,300.00	0.00 %
Revenue Total:	1,805,000.00	1,805,000.00	0.00	-189,104.57	-1,994,104.57	10.48 %
Expense						
Department: 100 - 100						
53 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
54 - CONTRACTUAL SERVICES	208,100.00	208,100.00	0.00	697.52	207,402.48	0.34 %
55 - OTHER CHARGES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 100 - 100 Total:	218,600.00	218,600.00	0.00	697.52	217,902.48	0.32 %
Department: 900 - Transfers						
59 - TRANSFERS	1,829,620.00	1,829,620.00	0.00	21,876.25	1,807,743.75	1.20 %
Department: 900 - Transfers Total:	1,829,620.00	1,829,620.00	0.00	21,876.25	1,807,743.75	1.20 %
Expense Total:	2,048,220.00	2,048,220.00	0.00	22,573.77	2,025,646.23	1.10 %
Fund: 700 - 4/B OPERATING FUND Surplus (Deficit):	-243,220.00	-243,220.00	0.00	-211,678.34	31,541.66	87.03 %
Fund: 701 - 4/B PROJECTS FUND						
Revenue						
Type: 46 - INTEREST REVENUE						
	55,000.00	55,000.00	0.00	3,666.27	-51,333.73	6.67 %
Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	0.00	3,666.27	-51,333.73	6.67 %
Type: 49 - TRANSFERS						
	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Type: 49 - TRANSFERS Total:	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Revenue Total:	1,595,000.00	1,595,000.00	0.00	3,666.27	-1,591,333.73	0.23 %
Expense						
Department: 000 - Non-Departmental						
54 - CONTRACTUAL SERVICES	235,000.00	338,200.35	0.00	416.25	337,784.10	0.12 %
Department: 000 - Non-Departmental Total:	235,000.00	338,200.35	0.00	416.25	337,784.10	0.12 %
Department: 900 - Transfers						
59 - TRANSFERS	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Department: 900 - Transfers Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Expense Total:	1,856,667.00	1,959,867.35	0.00	416.25	1,959,451.10	0.02 %
Fund: 701 - 4/B PROJECTS FUND Surplus (Deficit):	-261,667.00	-364,867.35	0.00	3,250.02	368,117.37	-0.89 %
Report Surplus (Deficit):	-504,887.00	-608,087.35	0.00	-208,428.32	399,659.03	34.28 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
700 - 4/B OPERATING FUND	-243,220.00	-243,220.00	0.00	-211,678.34	31,541.66
701 - 4/B PROJECTS FUND	-261,667.00	-364,867.35	0.00	3,250.02	368,117.37
Report Surplus (Deficit):	-504,887.00	-608,087.35	0.00	-208,428.32	399,659.03



Fulshear, TX

Fund Balance Report

As Of 10/31/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
700 - 4/B OPERATING FUND	2,766,409.27	3,846.91	22,219.90	2,748,036.28
701 - 4/B PROJECTS FUND	3,229,948.33	3,666.27	0.00	3,233,614.60
Report Total:	5,996,357.60	7,513.18	22,219.90	5,981,650.88



Fulshear, TX

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
Expense							
Department: 180 - Economic Development							
ExpCategory: 52 - PERSONNEL COSTS							
100-180-5210-00	Salaries & Wages	190,838.00	190,838.00	7,340.00	32,958.00	157,880.00	17.27 %
100-180-5230-00	Payroll Tax Expense	14,599.00	14,599.00	550.23	2,740.15	11,858.85	18.77 %
100-180-5235-00	Employee Health Benefits	21,305.00	21,305.00	173.59	5,188.05	16,116.95	24.35 %
100-180-5238-00	Retirement Contribution	15,267.00	15,267.00	587.20	2,924.48	12,342.52	19.16 %
ExpCategory: 52 - PERSONNEL COSTS Total:		242,009.00	242,009.00	8,651.02	43,810.68	198,198.32	18.10 %
ExpCategory: 53 - SUPPLIES							
100-180-5311-00	Supplies	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
100-180-5314-00	Publications/Ref Material	600.00	600.00	0.00	0.00	600.00	0.00 %
100-180-5316-00	Minor Tools & Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-180-5326-00	Uniforms/Shirts	300.00	300.00	0.00	0.00	300.00	0.00 %
100-180-5381-00	Meeting Expenses	2,500.00	2,500.00	0.00	80.00	2,420.00	3.20 %
ExpCategory: 53 - SUPPLIES Total:		6,150.00	6,150.00	0.00	80.00	6,070.00	1.30 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-180-5411-10	Prof. Services - Consulting	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-180-5434-00	Telecommunications	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-180-5440-00	Marketing	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
100-180-5472-00	Business Devlpmnt & Retention	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		85,500.00	85,500.00	0.00	0.00	85,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-180-5520-00	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
100-180-5527-00	Dues & Memberships	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
100-180-5527-01	Dues & Memberships - Org.	17,250.00	17,250.00	0.00	0.00	17,250.00	0.00 %
100-180-5528-00	Travel & Training	13,500.00	13,500.00	0.00	650.00	12,850.00	4.81 %
100-180-5530-00	Technology Maintenance	21,000.00	21,000.00	128.36	256.89	20,743.11	1.22 %
100-180-5531-00	Mileage	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		57,250.00	57,250.00	128.36	906.89	56,343.11	1.58 %
Department: 180 - Economic Development Total:		390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Expense Total:		390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Fund: 100 - GENERAL FUND Total:		390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Report Total:		390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %

Group Summary

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND						
Expense						
Department: 180 - Economic Development						
52 - PERSONNEL COSTS	242,009.00	242,009.00	8,651.02	43,810.68	198,198.32	18.10 %
53 - SUPPLIES	6,150.00	6,150.00	0.00	80.00	6,070.00	1.30 %
54 - CONTRACTUAL SERVICES	85,500.00	85,500.00	0.00	0.00	85,500.00	0.00 %
55 - OTHER CHARGES	57,250.00	57,250.00	128.36	906.89	56,343.11	1.58 %
Department: 180 - Economic Development Total:	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Expense Total:	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Fund: 100 - GENERAL FUND Total:	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Report Total:	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - GENERAL FUND	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %
Report Total:	390,909.00	390,909.00	8,779.38	44,797.57	346,111.43	11.46 %

Reimbursable to the City:

CDC - "A" 600-900-5900-10 \$4,389.69

Approved:_____ Date:_____

FDC - "B" 700-900-5900-10 \$4,389.69

Approved:_____ Date:_____



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
9	FDC Financials and Payables
ITEM/MOTION	
Consideration and action on financials and payables for the Corporation, for the period ending November 30, 2023.	
PAYABLES: \$9,357.24 to be approved for November 2023	BUDGET ACCOUNTS: 700-900-5900-10

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

1. Sales Tax Document
2. EDC Financials – November 2023
3. Fund Balance Report – November 2023
4. Payables – November 2023

EXECUTIVE SUMMARY

Sales Tax

Sales tax revenues received in January 2024 (November 2023 remittances) were up 20% from the same period the previous year. Each Corporation’s sales tax revenues total \$145,847.82 or 16.39% of budget for 17% (2/12) of the year (FY24) complete.

Financials

There were \$1,427.23 in FDC Operating Fund (700) expenditures. There were \$416.25 of CDC Projects Fund (701) expenditures.

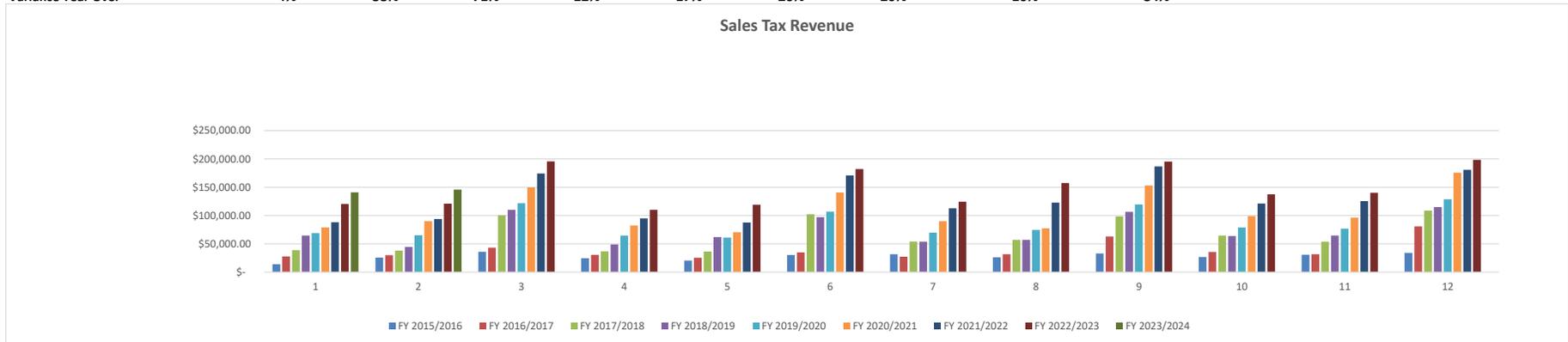
Payables

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 \$9,357.24 for FDC – B

**ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE**

SALES TAX MONTH	DEPOSIT MONTH	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	% VARIANCE OVER Month to Month Prior
OCTOBER	DECEMBER	\$ 14,035.49	\$ 27,844.44	\$ 38,912.05	\$ 64,576.54	\$ 69,062.91	\$ 78,843.94	\$ 88,155.69	\$ 120,317.15	\$ 140,923.38	17%
NOVEMBER	JANUARY	\$ 25,602.04	\$ 30,012.50	\$ 38,166.92	\$ 44,562.54	\$ 65,252.59	\$ 90,181.30	\$ 93,732.84	\$ 121,048.97	\$ 145,847.82	20%
DECEMBER	FEBRUARY	\$ 36,033.99	\$ 43,261.02	\$ 100,448.96	\$ 110,209.12	\$ 121,814.02	\$ 149,488.01	\$ 174,393.09	\$ 195,540.00		-100%
JANUARY	MARCH	\$ 24,407.61	\$ 30,468.96	\$ 36,714.24	\$ 48,826.21	\$ 64,540.33	\$ 82,498.99	\$ 94,996.35	\$ 110,201.77		-100%
FEBRUARY	APRIL	\$ 20,513.66	\$ 25,311.44	\$ 36,506.17	\$ 61,791.72	\$ 61,066.35	\$ 70,656.15	\$ 87,578.32	\$ 118,924.93		-100%
MARCH	MAY	\$ 30,328.03	\$ 34,864.26	\$ 102,248.16	\$ 97,050.30	\$ 106,935.82	\$ 140,792.11	\$ 170,618.79	\$ 182,120.57		-100%
APRIL	JUNE	\$ 31,642.30	\$ 27,239.61	\$ 54,050.26	\$ 53,804.60	\$ 69,844.64	\$ 90,113.40	\$ 112,888.89	\$ 124,330.51		-100%
MAY	JULY	\$ 26,237.82	\$ 31,616.43	\$ 56,915.43	\$ 56,998.88	\$ 74,655.54	\$ 77,458.08	\$ 122,778.90	\$ 157,547.06		-100%
JUNE	AUGUST	\$ 32,983.26	\$ 62,945.44	\$ 98,542.60	\$ 106,620.01	\$ 119,481.71	\$ 153,190.20	\$ 186,699.45	\$ 195,260.00		-100%
JULY	SEPTEMBER	\$ 26,730.12	\$ 35,548.90	\$ 64,614.17	\$ 63,803.64	\$ 78,918.29	\$ 99,097.91	\$ 121,126.44	\$ 137,382.62		-100%
AUGUST	OCTOBER	\$ 30,809.97	\$ 31,687.63	\$ 53,844.78	\$ 64,710.64	\$ 76,734.63	\$ 96,248.50	\$ 125,575.31	\$ 140,097.23		-100%
SEPTEMBER	NOVEMBER	\$ 34,143.15	\$ 80,807.83	\$ 108,868.40	\$ 114,983.23	\$ 128,663.70	\$ 175,673.32	\$ 180,700.34	\$ 198,251.48		-100%
TOTALS		\$333,467.44	\$461,608.45	\$789,832.11	\$887,937.40	\$1,036,970.51	\$1,304,241.89	\$1,559,244.40	\$ 1,801,022.29	\$ 286,771.20	
Variance Year Over		4%	38%	71%	12%	17%	26%	20%	16%	-84%	

Budget FY 23/24	\$ 1,750,000.00
% of Year Complete	17%
FYTD	\$286,771.20
% of Year Collected	16.39%





CITY OF FULSHEAR
Finance Department

PO Box 279 / 6611 W Cross Creek Bend Lane
Fulshear, Texas 77441
www.fulsheartexas.gov

MEMORANDUM

To: Type B - Development Corporation
From: Erin Tureau, Director of Finance, City of Fulshear
Date: January 3, 2023
Subject: Monthly Financial Reports

Attached you will find the Type B City of Fulshear Development Corp. Financial Reports for the period November **2023** for both the operating fund and capital projects fund. This period represents **16.67%** of the operating period. Also, sales tax revenue is reported two months in arrears. The first month for sales tax revenue in FY2024 will be December.

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



Fulshear, TX

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - 4/B OPERATING FUND						
Revenue						
Type: 41 - TAX & FRANCHISE FEES						
700-41301	Sales & Use Tax Revenue	1,750,000.00	1,750,000.00	-0.01	-0.02	-1,750,000.02 0.00 %
	Type: 41 - TAX & FRANCHISE FEES Total:	1,750,000.00	1,750,000.00	-0.01	-0.02	-1,750,000.02 0.00 %
Type: 46 - INTEREST REVENUE						
700-46000	Interest Revenue	55,000.00	55,000.00	4,112.44	7,959.36	-47,040.64 14.47 %
	Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	4,112.44	7,959.36	-47,040.64 14.47 %
Type: 47 - OTHER REVENUE						
700-47100	Bicentennial Sponsorship	0.00	0.00	5,300.00	5,300.00	5,300.00 0.00 %
	Type: 47 - OTHER REVENUE Total:	0.00	0.00	5,300.00	5,300.00	5,300.00 0.00 %
	Revenue Total:	1,805,000.00	1,805,000.00	9,412.43	13,259.34	-1,791,740.66 0.73 %
Expense						
Department: 100 - 100						
ExpCategory: 53 - SUPPLIES						
700-100-5311-00	Supplies	500.00	500.00	0.00	0.00	500.00 0.00 %
	ExpCategory: 53 - SUPPLIES Total:	500.00	500.00	0.00	0.00	500.00 0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES						
700-100-5411-00	Admin Prof. Service - Legal	55,000.00	55,000.00	0.00	0.00	55,000.00 0.00 %
700-100-5411-10	Professional Svcs - Consulting	1,500.00	1,500.00	0.00	0.00	1,500.00 0.00 %
700-100-5413-00	Meeting Security	1,000.00	1,000.00	70.23	163.88	836.12 16.39 %
700-100-5414-00	Community Events	50,000.00	50,000.00	512.93	1,580.75	48,419.25 3.16 %
700-100-5415-00	Fulshear Business Entrepreneurship...	100,000.00	100,000.00	0.00	0.00	100,000.00 0.00 %
700-100-5421-04	Admin - Indemnity Insurance	600.00	600.00	0.00	0.00	600.00 0.00 %
	ExpCategory: 54 - CONTRACTUAL SERVICES Total:	208,100.00	208,100.00	583.16	1,744.63	206,355.37 0.84 %
ExpCategory: 55 - OTHER CHARGES						
700-100-5526-00	Public Notices	500.00	500.00	0.00	0.00	500.00 0.00 %
700-100-5527-00	Dues & Memberships	1,500.00	1,500.00	0.00	0.00	1,500.00 0.00 %
700-100-5528-00	Travel & Training	8,000.00	8,000.00	217.82	217.82	7,782.18 2.72 %
	ExpCategory: 55 - OTHER CHARGES Total:	10,000.00	10,000.00	217.82	217.82	9,782.18 2.18 %
	Department: 100 - 100 Total:	218,600.00	218,600.00	800.98	1,962.45	216,637.55 0.90 %
Department: 900 - Transfers						
ExpCategory: 59 - TRANSFERS						
700-900-5900-10	Xfer Out - ASA Reimbursement	197,105.00	197,105.00	0.00	15,222.35	181,882.65 7.72 %
700-900-5900-12	Xfer Out - ASA Shared Space Fee	7,515.00	7,515.00	626.25	1,252.50	6,262.50 16.67 %
700-900-5901-10	Xfer Out - ASA Shared Services	85,000.00	85,000.00	0.00	21,250.00	63,750.00 25.00 %
700-900-5901-71	Xfer Out 4/B Project Fund 701	1,540,000.00	1,540,000.00	0.00	0.00	1,540,000.00 0.00 %
	ExpCategory: 59 - TRANSFERS Total:	1,829,620.00	1,829,620.00	626.25	37,724.85	1,791,895.15 2.06 %
	Department: 900 - Transfers Total:	1,829,620.00	1,829,620.00	626.25	37,724.85	1,791,895.15 2.06 %
	Expense Total:	2,048,220.00	2,048,220.00	1,427.23	39,687.30	2,008,532.70 1.94 %
	Fund: 700 - 4/B OPERATING FUND Surplus (Deficit):	-243,220.00	-243,220.00	7,985.20	-26,427.96	216,792.04 10.87 %
Fund: 701 - 4/B PROJECTS FUND						
Revenue						
Type: 46 - INTEREST REVENUE						
701-46000	Interest Revenue	55,000.00	55,000.00	3,630.98	7,297.25	-47,702.75 13.27 %
	Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	3,630.98	7,297.25	-47,702.75 13.27 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Type: 49 - TRANSFERS						
701-49560 Xfer In - 4/A EDC Fund 700	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Type: 49 - TRANSFERS Total:	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Revenue Total:	1,595,000.00	1,595,000.00	3,630.98	7,297.25	-1,587,702.75	0.46 %
Expense						
Department: 000 - Non-Departmental						
ExpCategory: 54 - CONTRACTUAL SERVICES						
701-000-5470-01 Targeted Incentives	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
701-000-5470-02 Promotional Expenses	125,000.00	228,200.35	416.25	416.25	227,784.10	0.18 %
701-000-5470-03 Studies expense	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:	235,000.00	338,200.35	416.25	416.25	337,784.10	0.12 %
Department: 000 - Non-Departmental Total:	235,000.00	338,200.35	416.25	416.25	337,784.10	0.12 %
Department: 900 - Transfers						
ExpCategory: 59 - TRANSFERS						
701-900-5905-30 Xfer Out #300 Harris Street - ST22B	1,540,000.00	1,540,000.00	0.00	0.00	1,540,000.00	0.00 %
701-900-5906-40 Xfer Out - #400 Texas Heritage Par...	81,667.00	81,667.00	0.00	0.00	81,667.00	0.00 %
ExpCategory: 59 - TRANSFERS Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Department: 900 - Transfers Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Expense Total:	1,856,667.00	1,959,867.35	416.25	416.25	1,959,451.10	0.02 %
Fund: 701 - 4/B PROJECTS FUND Surplus (Deficit):	-261,667.00	-364,867.35	3,214.73	6,881.00	371,748.35	-1.89 %
Report Surplus (Deficit):	-504,887.00	-608,087.35	11,199.93	-19,546.96	588,540.39	3.21 %

Group Summary

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - 4/B OPERATING FUND						
Revenue						
Type: 41 - TAX & FRANCHISE FEES						
	1,750,000.00	1,750,000.00	-0.01	-0.02	-1,750,000.02	0.00 %
Type: 41 - TAX & FRANCHISE FEES Total:	1,750,000.00	1,750,000.00	-0.01	-0.02	-1,750,000.02	0.00 %
Type: 46 - INTEREST REVENUE						
	55,000.00	55,000.00	4,112.44	7,959.36	-47,040.64	14.47 %
Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	4,112.44	7,959.36	-47,040.64	14.47 %
Type: 47 - OTHER REVENUE						
	0.00	0.00	5,300.00	5,300.00	5,300.00	0.00 %
Type: 47 - OTHER REVENUE Total:	0.00	0.00	5,300.00	5,300.00	5,300.00	0.00 %
Revenue Total:	1,805,000.00	1,805,000.00	9,412.43	13,259.34	-1,791,740.66	0.73 %
Expense						
Department: 100 - 100						
53 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
54 - CONTRACTUAL SERVICES	208,100.00	208,100.00	583.16	1,744.63	206,355.37	0.84 %
55 - OTHER CHARGES	10,000.00	10,000.00	217.82	217.82	9,782.18	2.18 %
Department: 100 - 100 Total:	218,600.00	218,600.00	800.98	1,962.45	216,637.55	0.90 %
Department: 900 - Transfers						
59 - TRANSFERS	1,829,620.00	1,829,620.00	626.25	37,724.85	1,791,895.15	2.06 %
Department: 900 - Transfers Total:	1,829,620.00	1,829,620.00	626.25	37,724.85	1,791,895.15	2.06 %
Expense Total:	2,048,220.00	2,048,220.00	1,427.23	39,687.30	2,008,532.70	1.94 %
Fund: 700 - 4/B OPERATING FUND Surplus (Deficit):	-243,220.00	-243,220.00	7,985.20	-26,427.96	216,792.04	10.87 %
Fund: 701 - 4/B PROJECTS FUND						
Revenue						
Type: 46 - INTEREST REVENUE						
	55,000.00	55,000.00	3,630.98	7,297.25	-47,702.75	13.27 %
Type: 46 - INTEREST REVENUE Total:	55,000.00	55,000.00	3,630.98	7,297.25	-47,702.75	13.27 %
Type: 49 - TRANSFERS						
	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Type: 49 - TRANSFERS Total:	1,540,000.00	1,540,000.00	0.00	0.00	-1,540,000.00	0.00 %
Revenue Total:	1,595,000.00	1,595,000.00	3,630.98	7,297.25	-1,587,702.75	0.46 %
Expense						
Department: 000 - Non-Departmental						
54 - CONTRACTUAL SERVICES	235,000.00	338,200.35	416.25	416.25	337,784.10	0.12 %
Department: 000 - Non-Departmental Total:	235,000.00	338,200.35	416.25	416.25	337,784.10	0.12 %
Department: 900 - Transfers						
59 - TRANSFERS	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Department: 900 - Transfers Total:	1,621,667.00	1,621,667.00	0.00	0.00	1,621,667.00	0.00 %
Expense Total:	1,856,667.00	1,959,867.35	416.25	416.25	1,959,451.10	0.02 %
Fund: 701 - 4/B PROJECTS FUND Surplus (Deficit):	-261,667.00	-364,867.35	3,214.73	6,881.00	371,748.35	-1.89 %
Report Surplus (Deficit):	-504,887.00	-608,087.35	11,199.93	-19,546.96	588,540.39	3.21 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
700 - 4/B OPERATING FUND	-243,220.00	-243,220.00	7,985.20	-26,427.96	216,792.04
701 - 4/B PROJECTS FUND	-261,667.00	-364,867.35	3,214.73	6,881.00	371,748.35
Report Surplus (Deficit):	-504,887.00	-608,087.35	11,199.93	-19,546.96	588,540.39



Fulshear, TX

Fund Balance Report

As Of 11/30/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
700 - 4/B OPERATING FUND	2,766,409.27	13,409.34	39,687.30	2,740,131.31
701 - 4/B PROJECTS FUND	3,229,948.33	7,297.25	416.25	3,236,829.33
Report Total:	5,996,357.60	20,706.59	40,103.55	5,976,960.64



Fulshear, TX

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND							
Expense							
Department: 180 - Economic Development							
ExpCategory: 52 - PERSONNEL COSTS							
100-180-5210-00	Salaries & Wages	190,838.00	190,838.00	14,680.00	25,618.00	165,220.00	13.42 %
100-180-5230-00	Payroll Tax Expense	14,599.00	14,599.00	1,100.46	2,189.92	12,409.08	15.00 %
100-180-5235-00	Employee Health Benefits	21,305.00	21,305.00	1,555.76	5,014.46	16,290.54	23.54 %
100-180-5238-00	Retirement Contribution	15,267.00	15,267.00	1,174.40	2,337.28	12,929.72	15.31 %
ExpCategory: 52 - PERSONNEL COSTS Total:		242,009.00	242,009.00	18,510.62	35,159.66	206,849.34	14.53 %
ExpCategory: 53 - SUPPLIES							
100-180-5311-00	Supplies	1,250.00	1,250.00	24.99	24.99	1,225.01	2.00 %
100-180-5314-00	Publications/Ref Material	600.00	600.00	0.00	0.00	600.00	0.00 %
100-180-5316-00	Minor Tools & Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-180-5326-00	Uniforms/Shirts	300.00	300.00	0.00	0.00	300.00	0.00 %
100-180-5381-00	Meeting Expenses	2,500.00	2,500.00	145.70	145.70	2,354.30	5.83 %
ExpCategory: 53 - SUPPLIES Total:		6,150.00	6,150.00	170.69	170.69	5,979.31	2.78 %
ExpCategory: 54 - CONTRACTUAL SERVICES							
100-180-5411-10	Prof. Services - Consulting	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
100-180-5434-00	Telecommunications	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
100-180-5440-00	Marketing	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
100-180-5472-00	Business Devlpmnt & Retention	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
ExpCategory: 54 - CONTRACTUAL SERVICES Total:		85,500.00	85,500.00	0.00	0.00	85,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES							
100-180-5520-00	Printing	500.00	500.00	0.00	0.00	500.00	0.00 %
100-180-5527-00	Dues & Memberships	3,500.00	3,500.00	125.00	125.00	3,375.00	3.57 %
100-180-5527-01	Dues & Memberships - Org.	17,250.00	17,250.00	0.00	0.00	17,250.00	0.00 %
100-180-5528-00	Travel & Training	13,500.00	13,500.00	-220.36	1,395.76	12,104.24	10.34 %
100-180-5530-00	Technology Maintenance	21,000.00	21,000.00	128.53	168.51	20,831.49	0.80 %
100-180-5531-00	Mileage	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
ExpCategory: 55 - OTHER CHARGES Total:		57,250.00	57,250.00	33.17	1,689.27	55,560.73	2.95 %
Department: 180 - Economic Development Total:		390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Expense Total:		390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Fund: 100 - GENERAL FUND Total:		390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Report Total:		390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %

Group Summary

ExpCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL FUND						
Expense						
Department: 180 - Economic Development						
52 - PERSONNEL COSTS	242,009.00	242,009.00	18,510.62	35,159.66	206,849.34	14.53 %
53 - SUPPLIES	6,150.00	6,150.00	170.69	170.69	5,979.31	2.78 %
54 - CONTRACTUAL SERVICES	85,500.00	85,500.00	0.00	0.00	85,500.00	0.00 %
55 - OTHER CHARGES	57,250.00	57,250.00	33.17	1,689.27	55,560.73	2.95 %
Department: 180 - Economic Development Total:	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Expense Total:	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Fund: 100 - GENERAL FUND Total:	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Report Total:	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - GENERAL FUND	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %
Report Total:	390,909.00	390,909.00	18,714.48	37,019.62	353,889.38	9.47 %

Reimbursable to the City:

CDC - "A" 600-900-5900-10 \$9,357.24

Approved: _____ Date: _____

FDC - "B" 700-900-5900-10 \$9,357.24

Approved: _____ Date: _____



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
10	Minutes
ITEM/MOTION	
Consideration and action on minutes of the Corporation for the November 13, 2023 meeting.	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

1. FDC Draft Minutes – November 13

EXECUTIVE SUMMARY

Draft minutes are attached for the Board's consideration.



FULSHEAR DEVELOPMENT CORPORATION

A Type "B" Economic Development Sales Tax Corporation

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

Meeting Minutes November 13, 2023 6:00 PM

Board Members Present:	Tommy Kuykendall; James Buccieri; Blake Koepke; Jennifer Hagemann; Joel Patterson; Mark DeRouen
Board Members Absent:	Lee O'Brien
Staff:	Annel Guadalupe (EDC Director); Haden Farr (EDC Coordinator); Sgt. Henry (PD); Charlie Zech (Legal Counsel); Chief Seymour (PD)
Attendees:	Kaye Kahlich; Ramona Ridge; Kayleen Nelson

1. Call to Order

There being a quorum, Tommy Kuykendall called the meeting to order at 6:01p.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.

Kaye Kahlich asked that the Boards consider moving the proposed plaza space on Harris Street from the location presented in Option-4. She suggested the plaza space be moved north to account for a wider array of uses.

3. Presentation of a Proclamation honoring Reverend Jackie Lee Gilmore.

Tommy Kuykendall recognized Rev. Gilmore and his impact on the Boards and community through the years.

Annel Guadalupe presented a proclamation honoring Rev. Gilmore which was read by Mayor Aaron Groff during the funeral services for Rev. Gilmore.

Mark DeRouen shared his memories and feelings regarding Rev. Gilmore's impact on the Boards.

The Boards paused for a moment of silence.

4. Presentation and discussion on the status of the Harris Street project.

Haden Farr gave an update on the Harris Street project and presented Option-5 which relocated the plaza space North between 3rd and 5th street and expanded plaza space to full block-length.

Directors had a positive reaction to the new location and expansion of usable space.

Questions were presented regarding additions to the plans such as power connections, benches, lights, and other aesthetic and safety improvements.

5. Consideration and possible action on the adoption of an MOU between the City of Fulshear Development Corporation and the Fulshear Katy Chamber of Commerce for Special Community Events and integration of new local businesses into the business community of Fulshear.

Annel Guadalupe presented the background on the newly proposed MOU between the CDC, FDC, and Fulshear Katy Area Chamber of Commerce.

Annel Guadalupe informed the Board that FKACC had submitted a letter declining to enter into any MOU with the EDC or City, as well as the decision to not participate in any city events moving forward.

Annel Guadalupe expressed her displeasure with the end result of close work with the Chamber to develop a mutually beneficial MOU and expressed the desire to maintain and evolve the relationship between the EDC and FKACC.

Tommy Kuykendall noted the evolution both organizations are experiencing and thanked the chamber for their relationship up to this point.

Bonnie Tyler expressed her interest in finding a different way of supporting the chamber, with or without an MOU.

6. Consideration and possible action on continued support of the Fulshear Farmers' Market for weekly entertainment.

Ramona Ridge and Kayleen Nelson of the Fulshear Farmers' Market asked the Boards for their continued financial support of the Farmers' Market for weekly entertainment.

Charlie Zech (Legal) and Annel Gaudalupe expressed the need for a policy to be put in place to determine what organizations are applicable for monetary support.



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Multiple Directors presented questions regarding the metrics and reporting methods to determine if Board support was having a tangible effect.

Mark DeRouen asked if we could continue to fund the Farmers' Market for an additional month until a new policy is drafted, and the existing MOU is updated to reflect FY24 support.

Joel Patterson expressed his concern on the wording of the agenda item, and metrics reporting from the Farmers' Market.

Ramona Ridge offered to report in any way the Boards deemed necessary.

Motion to fund the Fulshear Farmers Market for live music as a promotional item for an additional month, with the contingency that a new policy and MOU be presented at the December 11, 2023 meeting.

– Buccieri; Second – DeRouen

Ayes: 6

Nays: 0

Abstentions: 0

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) October 9th – November 10th Activity Overview:

1. The Retail Coach Update

Haden Farr provided a brief overview of the update document provided by The Retail Coach.

2. EDC Website Launch

Annel Guadalupe informed the Boards that the EDC website is imminently ready. Final uploading would take place over the next several days.

3. Scarecrow Festival Recap

Annel Guadalupe highlighted the success of the Scarecrow Festival and thanked the Chamber of Commerce for their hard work in making the event successful.

4. Rezoning Requests

Annel Guadalupe informed the Boards of several rezoning requests that would have an impact on commercial property in the city.

5. Fulshear Fast Track (The Cannon)

Annel Guadalupe informed the Boards that staff is currently working with the Cannon to begin preparation and launch of Fulshear Fast Track.

6. Downtown Parking/Structure Information

Chief Seymour (FPD) provided his outlook on the needs for parking structures downtown, and the challenges associated with parking and locating those structures.

7. Bicentennial Update

Annel Guadalupe provided a brief presentation over the Bicentennial describing the major

components and how city staff and key community players will play a role.

8. Discussion and presentation on an update to City of Fulshear Economic Development Strategy.

Bryan White (CDC) noted that there was no cover sheet, though the agenda item was present.

Annel Guadalupe informed the boards that staff had met with Charlie Dromgoole as a consultant to update and revise the EDC strategic plan and listed some items that had been identified as obsolete or needing update. These included:

Directors were then invited to suggest any changes or additions they would like to see in place.

James Buccieri - Defined outline on the challenges of impact fees to development and potential solutions.

Paul Foster (CDC)- Further definition on the role of a new EDC staff member.

James Buccieri questioned the process by which the CDC could be dissolved, and how we can plead the case for either keeping the Board, or transferring the full amount of sales tax revenue to the FDC following a dissolution.

9. Consideration and action on financials and payables for the Corporation for the period ending August 31, 2023.

Motion to approve the financials and payables for the period ending September 30, 2023

– Koepke; Second – DeRouen
Ayes: 6 Nays: 0 Abstentions: 0

10. Consideration and action on minutes of the Corporation for the October 9, 2023, meeting.

Motion to approve the minutes of the Corporation for the October 9, 2023, meeting.

– Buccieri; Second – Koepke
Ayes: 5 Nays: 0 Abstentions: 1 (Patterson)

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

Joel Patterson presented several key action items that had occurred in previous City Council Meetings. These included:

- 9/5/23
- Public hearing for the budget (property taxes)
- Christina Baron-appointed to district 3
- Settlement with C energy on rate increase (suspension of rate increase)



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 Discussion on capital improvement projects

9/19/23

City Manager's update (department reorganization)

Public hearings (tax rate increase)

Annexation on THP & 1093

EDC projects adoption

Bonnie Tyler (CDC) suggested that future agendas word this item in a way that invited questions from Directors rather than a report.

12. 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.
Annel Guadalupe	<ul style="list-style-type: none"> • Continued conversations on gateway signs
Devin Holmes (CDC)	<ul style="list-style-type: none"> • Fulshear Farmers' Market Documents for discussion and action
James Buccieri	<ul style="list-style-type: none"> • Establishment of a working group to help in hotel attraction

13. 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.

Director	Announcement or comment made by director
Annel Guadalupe	<ul style="list-style-type: none"><li data-bbox="651 369 1386 401">• Christmas Tree Lighting on 12/2/2023 from 4:00-6:00

14. Adjournment

Motion to adjourn at 8:14 p.m.
– Buccieri; Second – Hagemann

Ayes: 6

Nays: 0

Abstentions: 0

Passed and approved this 22nd of January 2024.

President

ATTEST: Secretary



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2023

ITEM	TITLE
11	City Council Liaison Update
ITEM/MOTION	
Presentation by City Council Liaison regarding relevant action taken at previous City Council meeting(s).	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

EXECUTIVE SUMMARY

This is a regular, recurring agenda item allowing City Council liaison: Councilmember Joel Patterson to provide an update on relevant action taken at previous City Council meetings.



**ECONOMIC DEVELOPMENT
COMMUNICATION FORM**
January 22, 2024

ITEM	TITLE
12	Future Agenda Items
ITEM/MOTION	
<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>	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

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**

January 22, 2024

ITEM	TITLE
13	Announcements
ITEM/MOTION	
<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>	
ESTIMATED EXPENDITURE:	BUDGET ACCOUNT:

SUBMITTED BY:

Haden Farr
EDC Coordinator

SUPPORTING DOCUMENTS:

EXECUTIVE SUMMARY

This is a recurring item for discussion of relevant announcements.