569

AN ORDINANCE CALLING ANNUAL ELECTION OF OFFICERS OF THE TOWN OF FULSHEAR, TEXAS

STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WHEREAS, the TOWN of Fulshear is required to hold an annual election of officers and it is necessary for the City Council to so call and make provisions for said election; therefore

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

1. That an election to elect a Mayor, Two (2) Aldermen and a Marshall for the Town of Fulshear, Texas, shall be held on April 3, 1982, at HUGGINS ELEMENTARY SCHOOL, Number 1 Huggins Drive, Fulshear, Texas, for a TWO (2) year term.

2. The Town shall constitute one election precinct and PHYLLIS SNYDER is appointed the Presiding Judge and GINGER HOLLENBECK is appointed alternate Presiding Judge for said election. The Presiding Judge shall appoint such clerks as are necessary to assist in holding the election, which shall not be less than two (2). Absentee voting shall be conducted by PHYLLIS SNYDER at 7419 Bois D'Arc Lane for the period beginning March 15, 1982, and ending March 30, 1982, from 8:00 a.m. to 5:00 p.m. on each day that is not a Saturday, Sunday or official state holiday.

3. Bilingual Notice to potential candidates for said Town offices shall be given by posting notice at three (3) public places within the Town advising any interested person to file his application to have his name placed on the ballot with the Town Secretary not later than 5:00 p.m. on March 3, 1982.

4. Bilingual Notice of said election shall be given by posting such Notice at three (3) public places within the Town of Fulshear, Texas, and said Notice shall be posted not less than twenty (20) days prior to the date fixed for said election, such Notice to include the nature and date of the election, the hours during which the polls will be open, the location of the polling place and the offices to be filled.

The person posting said Notice shall execute an affidavit of the date and place of such posting.

5. Voting at the election, including absentee voting, shall be by the use of paper ballots, and the official ballot for said election shall have written or printed thereon, in English and Spanish, the following:

OFFICIAL BALLOT

Vote for the person of your choice by placing an "X" in the square beside the Candidate's name or by writing-in the person's name in the space provided.

CANDIDATES FOR MAYOR
OF FULSHEAR, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Mayor; each name to be preceded by a square, to wit: ☐)

_____
Write in

CANDIDATES FOR MARSHALL
OF FULSHEAR, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Marshall; each name to be preceded by a square, to wit: ☐)

_____
Write in

Vote for the Four (4) persons of your choice by placing an "X" in the square beside the candidate's name or by writing-in the person's name in the space provided.

CANDIDATES FOR ALDERMAN
OF FULSHEAR, TEXAS

(To be followed by the names of all persons who have timely filed as a candidate for Alderman; each name to be preceded by a square, to wit: ☐)

☐ Write-in

☐ Write-in

☐ Write-in

☐ Write-in

☐ Write-in

6. That only resident, qualified voters shall be entitled to vote at said election.

7. The officers holding the election shall make return thereof to the undersigned Mayor and Town Secretary within ten days after the same was held.

PASSED AND APPROVED this 15th day of February, 1982.

Mayor, Town of Fulshear, Texas

ATTEST:

Town Secretary
Town of Fulshear, Texas

(SEAL)

ORDINANCE NO. 570 ~~569~~

AN ORDINANCE EXTENDING THE
EXTRA TERRITORIAL JURISDICTION OF
THE TOWN OF FULSHEAR, TEXAS

WHEREAS, heretofore, on the 19 day of April, 1982 Jamie W. Roberts, Mayor, of the Town of Fulshear, Texas submitted to the Board of Alderman, a petition executed by persons who are all of the owners of the area of the hereinafter described property; and

WHEREAS, on April 19, 1982 at 7:30 P.M. in the City Council Chambers at 30619 FM 1093 in the Town of Fulshear, Texas a hearing was held pursuant to petition application and every person interested in the extension of the Extra Territorial Jurisdiction of the Town of Fulshear over such territory was given an opportunity to appear and be heard, after which hearing the Town of Fulshear, Texas, considered all the testimony of the persons appearing thereto and did determine that such property herein described is proper to consider for inclusion within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and an ordinance was passed as follows:

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

Section I. Based on the testimony of witnesses and parties appearing at the hearing held in the City Council Chambers at 30619 FM 1093 , in the Town of Fulshear, Texas, at 7:30 P.M. on April 19, 1982 , the Board of Alderman does hereby expressly determine and find the following:

1. The Board of Alderman does find that the petition for extension of Extra Territorial Jurisdiction of the Town of Fulshear over the lands herein described in Section III is executed by all of the owners of the lands herein described in Section III.

2. The Board of Alderman does find that the lands petitioned to be included within the Extra Territorial Jurisdiction of the Town of Fulshear and hereinafter described in Section III

BEGINNING at a point on Rogers Road same being the Northwest corner of a 30 foot wide tract owned by TED L. BELLMONT and being an interior Northeast corner of the Crutcher property, being also a point on the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas;

THENCE South, along an interior East line of the Crutcher property being contiguous to and adjoining the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas, a distance of 3,470.87 feet more or less to a point on an interior North line of the Crutcher property, being the Southwest corner of this tract;

THENCE East, along an interior line of the Crutcher property contiguous to and adjoining the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas, a distance of 428 feet to a point for corner being the Southeast Corner of this tract;

THENCE North, a distance of 1132,98 feet more or less to a point for interior corner;

THENCE East, a distance of 200 feet to a point for corner;

THENCE South, a distance of 290 feet to a point for corner;

THENCE East, a distance of 200 feet to a point for corner;

THENCE North, a distance of 290 feet to a point for corner;

THENCE North 88° 40' East, 200 feet along a fence line to a found corner post and point for corner;

THENCE North, 0° 05' West, 668.63 feet along a fence line to a found gun barrel and point for corner;

THENCE West, a distance of 85.6 feet to a point for corner;

THENCE North, a distance of 559.80 feet to a point for corner;

THENCE West, 849.96 feet to a point for corner;

THENCE North, 1104.5 feet to a point for most Northerly Northeast corner;

THENCE West, 30 feet to the PLACE OF BEGINNING and containing 40.31 acres of land more or less.

do adjoin and are contiguous to the present City limits and/or Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

3. The Board of Alderman does find that there are no claims that any part of such lands are territory hereinafter described in Section III is in conflict with the Extra Territorial Jurisdiction of any other city.

Section II. That by virtue of the authority vested in The Town of Fulshear, Texas, as a General Law City under the laws of the State of Texas, and by adoption of Title 28, of Vernon's Annotated Civil Statutes of the State of Texas, and particularly Vernon's Ann. Civ. St., Art. 970a, the lands and territory described in Section III hereof be and the same is hereby included in the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and said lands and territory shall hereinafter be included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

Section III. That the lands and territory included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, by this ordinance is described by metes and bounds as follows, to-wit:

Section IV. The City Engineer is authorized and directed to make additions and corrections to the map of the Town of Fulshear, Texas, showing the territory annexed by this ordinance and the number of this ordinance, and deliver a copy of such map to the City Secretary, all in accordance with the conditions and requirements of Vernon's Ann. Civ. Art. 971a.

PASSED and APPROVED this 19 day of April, 1982.

THE TOWN OF FULSHEAR, TEXAS

By: Jamie W. Roberts
Mayor

ATTEST:

By: Phyllis Snyder
City Secretary

Voting

Alderman:

B. G. Walling aye
N. Banks absent
E. Dozier absent
V. Randle aye
S. West aye

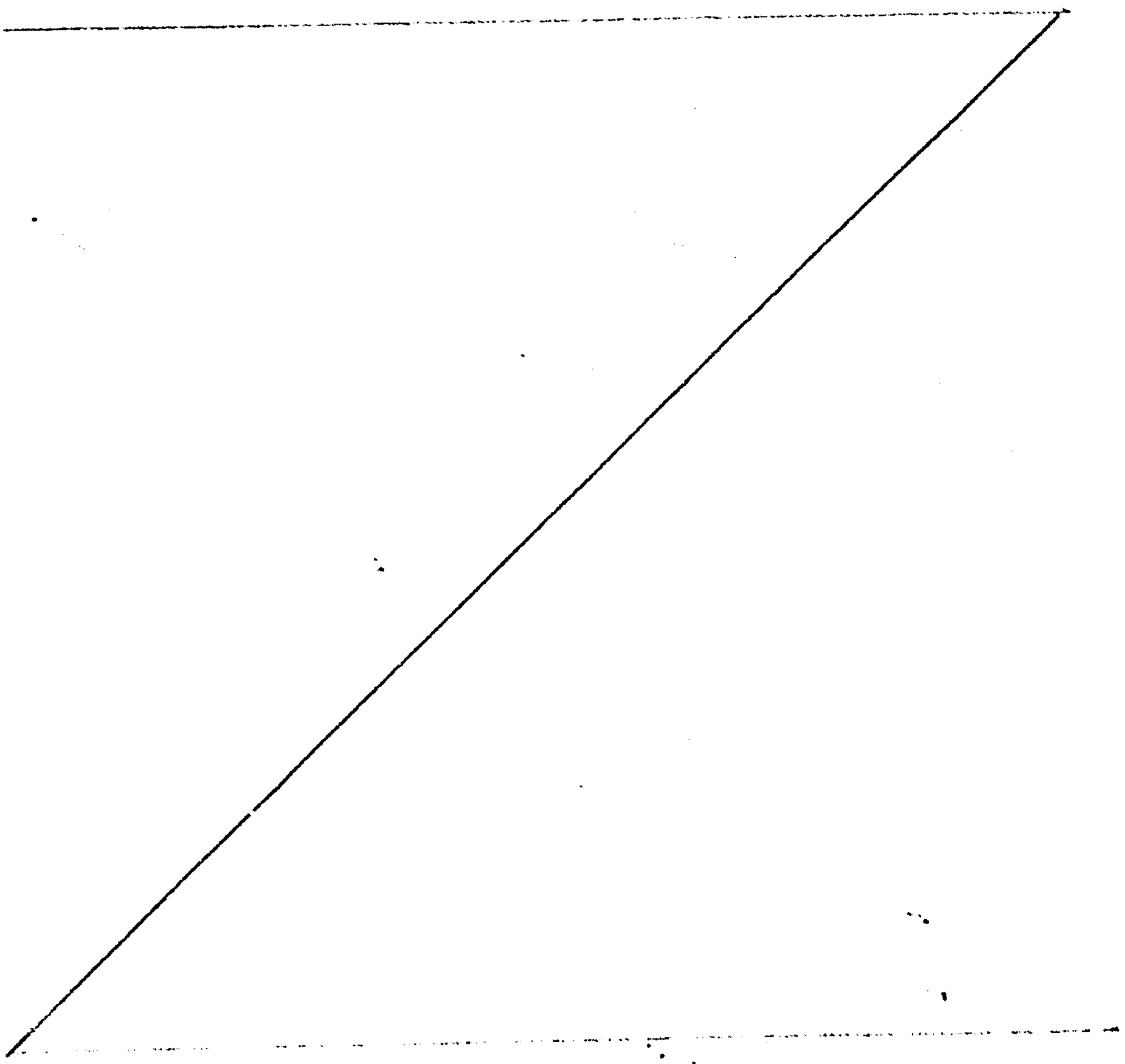
PETITION FOR EXTENSION
OF EXTRA TERRITORIAL JURISDICTION

To The Board of Aldermen.

Gentlemen:

According to the provisions of Annexation Statutes provided in Vernon's Annotated Civil Statutes, specifically Article 970a, we the undersigned are all of the owners of property contiguous to the Extra Territorial Jurisdiction of the Town of Fulshear, and described as follows, to-wit:

A tract of land containing 40.31 acres of land more or less in the John Randon League, Abstract 76 in Fort Bend County, Texas, also known as Tracts 1,2,3, and 5 of those tracts of land owned by Ted L. Belmont, being known as a 10.59 acre tract being Tract 1, a 17.86 acre tract known as Tract 2, a 0.76 acre tract of land known as Tract 5, more particularly described as follows:



BEGINNING at a point on Rogers Road same being the Northwest corner of a 30 foot wide tract owned by TED L. BELLMONT and being an interior Northeast corner of the Crutcher property, being also a point on the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas;

THENCE South, along an interior East line of the Crutcher property being contiguous to and adjoining the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas, a distance of 3,470.87 feet more or less to a point on an interior North line of the Crutcher property, being the Southwest corner of this tract;

THENCE East, along an interior line of the Crutcher property contiguous to and adjoining the Extra Territorial Jurisdiction line of the Town of Fulshear, Texas, a distance of 428 feet to a point for corner being the Southeast Corner of this tract;

THENCE North, a distance of 1132,98 feet more or less to a point for interior corner;

THENCE East, a distance of 200 feet to a point for corner;

THENCE South, a distance of 290 feet to a point for corner;

THENCE East, a distance of 200 feet to a point for corner;

THENCE North, a distance of 290 feet to a point for corner;

THENCE North 88° 40' East, 200 feet along a fence line to a found corner post and point for corner;

THENCE North, 0° 05' West, 668.63 feet along a fence line to a found gun barrel and point for corner;

THENCE West, a distance of 85.6 feet to a point for corner;

THENCE North, a distance of 559.80 feet to a point for corner;

THENCE West, 849.96 feet to a point for corner;

THENCE North, 1104.5 feet to a point for most Northerly Northeast corner;

THENCE West, 30 feet to the PLACE OF BEGINNING and containing 40.31 acres of land more or less.

Each of the undersigned hereby certify that they do request the Town of Fulshear to extend the Extra Territorial Jurisdiction of the Town of Fulshear, Texas to their lands and that the undersigned are the owners of all of the lands being the subject of this Petition. We understand that the extension of the Extra Territorial Jurisdiction to cover this territory will be considered by the Board of Alderman of the Town of Fulshear, Texas in accordance with the provisions for hearing of such requests as set out in Article 970a of Vernon's Annotated Civil Statutes of The State of Texas.

TOTAL ACREAGE MADE THE BASIS OF THIS PETITION: 40.31

VOTE: YES in favor of Extension of Extra Territorial Jurisdiction

NO against Extension of Extra Territorial Jurisdiction

NAME	NUMBER OF ACRES OWNED	VOTE (YES OR NO)
TED L. BELLMONT	40.31	YES

Ted L. Bellmont

TED L. BELLMONT

AFFIDAVIT ACCOMPANYING PETITION FOR
EXTENSION OF EXTRA TERRIROTIAL JURISDICTION

THE STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WE, the undersigned TED L. BELLMONT a single man ,

_____ AND _____

being duly sworn, severally depose and say that all (and each of us) are signers of the foregoing petition for Extension of Extra Territorial Jurisdiction to The Town of Fulshear, Texas, and are each owners of the property of, and that the statements contained in said petition are true, and that all of the owners of said territory described in said petition have voted in favor of said extension.

TED L. BELLMONT

SWORN to and SUBSCRIBED to by each of the foregoing, before me, the undersigned authority on this 19 day of April A.D., 1982.

Notary Public in and for
Harris County, Texas

ORDINANCE NO. 571

AN ORDINANCE DEFINING PURPOSE AND PROVIDING FOR CONSTRUCTION OF TERMS, DEFINING TERMS; PROVIDING FOR ADMINISTRATION; DEFINING THE AREA; INCORPORATING BY REFERENCE ARTICLE 4477-1, SECTION 23(b), TEXAS REVISED CIVIL STATUTES; DECLARING UNLAWFUL CERTAIN DISCHARGE OF SEWAGE; DECLARING UNLAWFUL THE INSTALLATION OR SUBSTANTIAL MODIFICATION OF PRIVATE SEWAGE FACILITIES WITHOUT A LICENSE; PROVIDING FOR CRIMINAL PENALTIES FOR VIOLATION OF THE ORDINANCE; DECLARING A PUBLIC HEALTH HAZARD AND PUBLIC NUISANCE AND PROVIDING FOR ABATEMENT THEREOF; ESTABLISHING PROCEDURES FOR ISSUANCES OF LICENSES AND APPEAL; SPECIFYING ADDITIONAL REQUIREMENTS FOR COMMERCIAL AND LARGE FACILITIES; SETTING FEES; AUTHORIZING PROMULGATION OF FORMS AND PROVIDING FOR SEVERABILITY:

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF FULSHEAR, FORT BEND COUNTY, TEXAS:

SECTION ONE: PURPOSE, CONSTRUCTION AND DEFINITIONS

A. PURPOSE: The purpose of this Ordinance is to abate or prevent pollution or injury to public health in the Town of Fulshear, Fort Bend County, Texas.

B. CONSTRUCTION: This Ordinance is to be construed liberally to accomplish their purpose. In construing the standards described hereinafter, precatory words contained therein shall be deemed mandatory. In the event of any conflict between these rules and an order, resolution or other rule adopted by the Texas Water Commission, then and in such event, the order, resolution or other rule adopted by the Texas Water Commission shall control. In the event of any conflict between these rules and the standards, then in such event, these rules shall control.

C. DEFINITIONS: Unless the context clearly indicates otherwise, as used in these rules, the hereinafter listed words and phrases are defined as follows:

1. "City" means the Town of Fulshear.
2. "County Engineer" means the County Engineer of Fort Bend County, Texas.
3. "Institution" means any establishment other than a single family residence.
4. "Mobile Home Park" means any facility or area developed for the lease or rental of two or more mobile home spaces.
5. "Person" includes an individual, corporation, organization, estate, trust, partnership, association, or any other entity.
6. "Private Sewage Facility" means all systems and methods used for the disposal of sewage, other than organized disposal systems operated under a valid waste water permit issued by the Texas Water Commission, including, but not limited to, septic tanks, absorption beds, pits, privies, cesspools, sewage holding tanks, injection wells used to dispose of sewage and those private sewage facilities owned by public entities.

7. "Sewage" means any human or non-human waste from any activity, including, but not limited to, washing, bathing, food preparation, and any waste from activities, processes, or services of non-residential establishments.
8. "Single Family Residence" means a single family dwelling or mobile home.
9. "Standards" means the standards, specifications, and requirements set out in the pamphlet entitled "Construction Standards for Private Sewage Facilities" hereinafter described.
10. "State" means State of Texas.
11. "Substantial Modification" means the alteration of an existing private sewage facility so that the total volume of the facility is increased by at least 26% over original specifications.
12. "Substantial Increase in Flow" a sewage flow rate in excess of the flow rate specified in the application for the most recent license issued for the subject private sewage facility.
13. "Intentionally" a person acts intentionally with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.

SECTION TWO: GENERAL PROVISIONS

A. ADMINISTRATION: The mayor, his agent or designee, hereinafter collectively called administrator, shall administer these rules.

The administrator shall:

1. Make reasonable inspections of existing private sewage facilities when requested and inspect all new private sewage facilities.
2. Make appropriate recommendations to the city when instances of non-compliance with these rules have been determined.
3. Collect all fees set by the city for inspections and issuance of licenses under these rules.
4. Make semi-annual reports to the city on all legal actions taken in the enforcement of these rules.
5. Perform all other duties necessary to meet the requirements of these rules.
6. Upon the receipt of a complaint of a credible that an existing private sewage facility, whether licensed or unlicensed, is endangering public health or polluting water, the administrator shall immediately inspect the facility and take appropriate action as hereinafter provided.
7. Interpret the standards and resolve any questions regarding interpretation of standards.

B. AREA COVERED BY THESE RULES: These rules shall apply only to the incorporated area within the boundaries of the Town of Fulshear, Fort Bend County, Texas.

C. INCORPORATION BY REFERENCE: Pursuant to Article 4477-1, Section 23(b), Texas Revised Civil Statutes, Construction Standards for Private Sewage Facilities, herein sometimes referred to as the "standard", duly adopted by the Texas Board of Health on November 30, 1977, issued by the Texas Department of Health on December 12, 1977 and published in the Texas Register on December 23, 1977, in Volume 2, No. 99, at Page 4978-4992, inclusive, a copy of which is attached hereto, and all future amendments thereto, is made a part hereof for all intents and purposes as though fully set forth herein verbatim.

SECTION THREE: UNLAWFUL DISCHARGE OF SEWAGE

A. After the effective date of this Ordinance, it shall be unlawful to dispose of or discharge sewage except as follows:

a. In a licensed sewage facility;
b. Into the private sewage facility existing the effective date of this ordinance which has not been substantially modified.

B. After the effective date of this Ordinance, it shall be unlawful to substantially increase the flow or cause a substantial increase in the flow.

SECTION FOUR: UNLAWFUL PRIVATE SEWAGE FACILITY INSTALLATION AND SUBSTANTIAL MODIFICATION:

A. INSTALLATION: After the effective date of this Ordinance, it shall be unlawful for any person to install or cause to be installed a private sewage facility unless a license to install shall be first obtained in accordance with the provisions of this ordinance.

B. SUBSTANTIAL MODIFICATION: After the effective date of this Ordinance, it shall be unlawful for any person to substantially modify or cause to be substantially modified a private sewage facility unless a license to substantially modify shall be first obtained in accordance with the provisions of this Ordinance.

SECTION FIVE: CRIMINAL PROSECUTION AND JURISDICTION:

A. Any person who intentionally violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction therefor is punishable by a fine of not less than $10.00 nor more than $200.00.

B. Each day that an intentional violation occurs or continues shall constitute a separate offense.

C. Jurisdiction for prosecution of criminal charges under this Section shall be in the Municipal Court of the City.

SECTION SIX: DECLARATION OF A PUBLIC HEALTH HAZARD AND PUBLIC NUISANCE:

A. No person shall maintain a private sewage facility in such a manner so as to be, or, so as may tend to be, injurious to or adversely affect human health or welfare, animal life, vegetation or property, or so as to interfere with the normal use and enjoyment of animal life, vegetation or property.

B. Maintenance of a private sewage facility in such a manner so as to be, or so as may tend to be, injurious to or adversely affect human health or welfare, animal life, vegetation or property, or which shall interfere with the normal use and enjoyment of animal life, vegetation or property is hereby declared to constitute a public health hazard and a public nuisance.

C. If the administrator determines that a private sewage facility may be endangering public health or polluting water, the administrator shall determine possible solutions to the problem. The administrator shall notify the owner of the facility in writing that the subject private sewage facility is endangering public health or polluting water and the actions necessary for the owner to take to comply with these rules. The owner of any private sewage facility so notified shall have a reasonable amount of time in which to comply not to exceed 30 days, after which time, if the private sewage facility still fails to comply with the requirements of this ordinance, the administrator shall take appropriate action to force the compliance by filing civil suit to enjoin the use of the private sewage facility in question or filing criminal charges under provisions of this ordinance.

SECTION SEVEN: ISSUANCE OF LICENSE AND APPEAL:

A. APPLICATION: Only the person owning, or having the right of possession of, the parcel of land upon which a private sewage facility is to be located, may apply for a private sewage facility license or for a license to substantially modify a private sewage facility. To make application for installation or substantial modification of a private sewage facility license, the applicant shall submit to the administrator the following:

1. The completed application form.
2. The required fee.
3. The results of percolation tests if required by the administrator.
4. Plans, in the form of a drawing or drawings, plat, or blueprints, reflecting that the private sewage facility will comply with the rules and specifications provided by this ordinance and demonstrating that the lot or tract of land upon which the private sewage facility is to be located meets the requirements of this Ordinance.
5. Any additional information that the administrator may reasonably require.
6. The completed application and any other documents required shall not contain any false information nor conceal any material facts.

B. INSPECTION: When deemed necessary or reasonable by the administrator, before the issuance of the license sought, the administrator may inspect the premises. At any time after issuance of a license and during construction of the private sewage facility, the administrator may inspect the private sewage facility for compliance with the specifications set out in this Ordinance.

C. ISSUANCE OR DENIAL: Based upon the information contained in the completed application, and other documents submitted, and upon any other information available to the administrator, the administrator shall:

1. Issue a license to the applicant for the installation or substantial modification of a private sewage facility; or,
2. Within fifteen (15) days after receipt of the application and other documentation, give written notice to the applicant that the application is denied, stating the reasons which prevent licensing; which denial shall be based only upon non-compliance with the regulations set out in this Ordinance.

D. EXCEPTIONS: A person desiring an exception to any requirement of this Ordinance shall file a written request for exemption with the administrator stating;

1. The nature of the exception requested; and
2. The reason the exception should be granted.
3. Within thirty (30) days after receipt of such request, the administrator shall review the request and reply to applicant in writing either granting or denying such request, including the reason for any denial.

E. APPEAL TO BOARD OF ALDERMEN: Any person aggrieved by an action or decision of the administrator hereunder in the denial of a license to install or to substantially modify a private sewage facility or for an exception to any requirement of this Ordinance may appeal the decision of the administrator in accordance with the following rules;

a. Any person desiring to appeal any decision of the administrator denying license or exception shall within thirty (30) days of the date of the notice of denial of the license or exception shall appeal such denial to the Board of Alderman of the City, also called the City Council.

b. Such appeal shall be initiated by filing a written objection with the City Secretary which written objection shall include a copy of the document containing the notice of the action or decision complained of and a statement of why such action or decision was incorrect.

c. Upon receipt of such written objection the City Secretary shall set the same down for a hearing to be held within thirty (30) days and shall advise all parties of the date, time and place of hearing.

d. The City Council shall convene for the purposes of hearing any such appeal. At the hearing on any such appeal all witnesses will be sworn. The City Council shall review all documents and exhibits submitted by the administrator and appellant and shall hear testimony from all witnesses. The City Council shall not be bound by formal rules of evidence and shall have authority to rule as to the admissibility and credibility of evidence. All such decisions shall be binding upon all parties howsoever concerned. A written record of the proceedings shall be maintained.

e. Within 72 hours of the close of the hearing the City Secretary shall notify the appellant of the decision of the City Council.

f. The provisions contained in this Ordinance for appeal are not exclusive, but are cumulative of any other remedies at law or in equity.

SECTION EIGHT: ADDITIONAL DESIGN REQUIREMENTS:

A. COMMERCIAL FACILITIES: Designs for private sewage facilities for commercial establishments shall be made in accordance with the requirements of this Ordinance and the standards and in the event such commercial establishment shall not be reflected in the applicable tables of the standards, the administrator will calculate the daily sewage flow per person.

B. LARGE INSTITUTIONS: A registered professional engineer or registered professional sanitarian shall design all private sewage facilities serving institutions which have a sewage flow of more than 500 gallons per day, including mobile home parks. Said design shall be made in accordance with this Ordinance and the standards adopted thereby, except that a single compartment septic tank shall not be utilized, but instead, septic tanks with two or more compartments or two or more septic tanks connected in series shall be utilized.

SECTION NINE: FEES:

A. To defray the costs of administering the rules contained in this Ordinance, the administrator shall require fees to be paid in accordance with the following schedule which shall be paid with the filing of the application for licanse and/or request for inspection:

a. License fee, $10.00
b. Inspections, $10.00 for each visit to job site.

SECTION TEN: FORMS:

A. The administrator shall promulgate with approval of the City Council the forms for use in administering this Ordinance.

SECTION ELEVEN: SEVERABILITY:

A. If any provision of these rules or the application thereof to any person or circumstances is held invalid, the valifity of the remainder of this Ordinance and the application thereof to other persons and circumstances shall not be affected.

PASSED and APPROVED this 21 day of June, 1982.

THE TOWN OF FULSHEAR, TEXAS

BY: Jamie W. Roberts
JAMIE W. ROBERTS
MAYOR

ATTEST:

BY: Carolyn Smith
City Secretary

Voting

Alderman:

B. G. Walling YES

N. Banks YES

E. Dozier YES

V. Randle YES

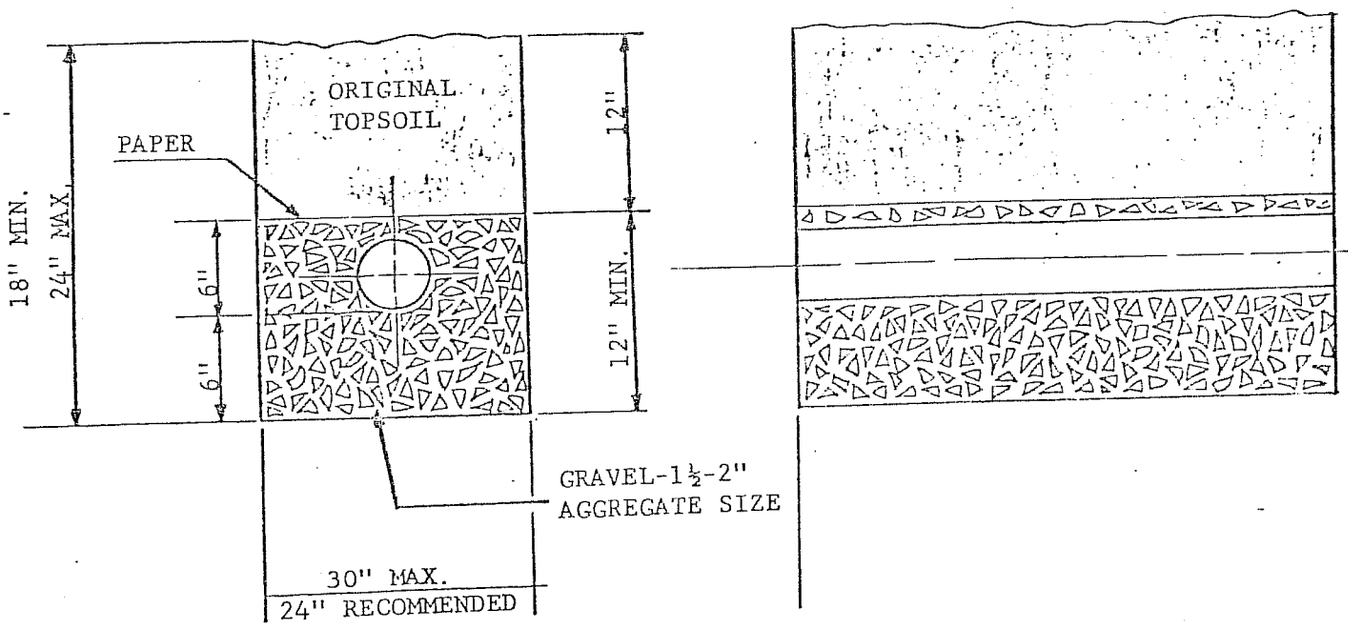
S. West YES

INFORMATION

TWO BEDROOM OR LESS:	750 Gallon Minimum Tank Capacity. 800 SQ. Ft. of Drainfield Line (Minimum).
THREE BEDROOM HOME:	1000 Gallon Minimum Tank Capacity. 1200 SQ. FT. of Drainfield Line (Minimum)
FOUR BEDROOM HOME:	1250 Gallon Minimum Tank Capacity. 1600 SQ. FT. of Drainfield Line (Minimum)
FOR EACH ADDITIONAL:	Tank Capacity (250 Gallon) Drainfield (400 SQ. Ft.)

Septic tanks must be a minimum of 5 Ft. from the house and 50 ft. from the water well.

Drainfield line must be a minimum of 100 ft. from the water well.

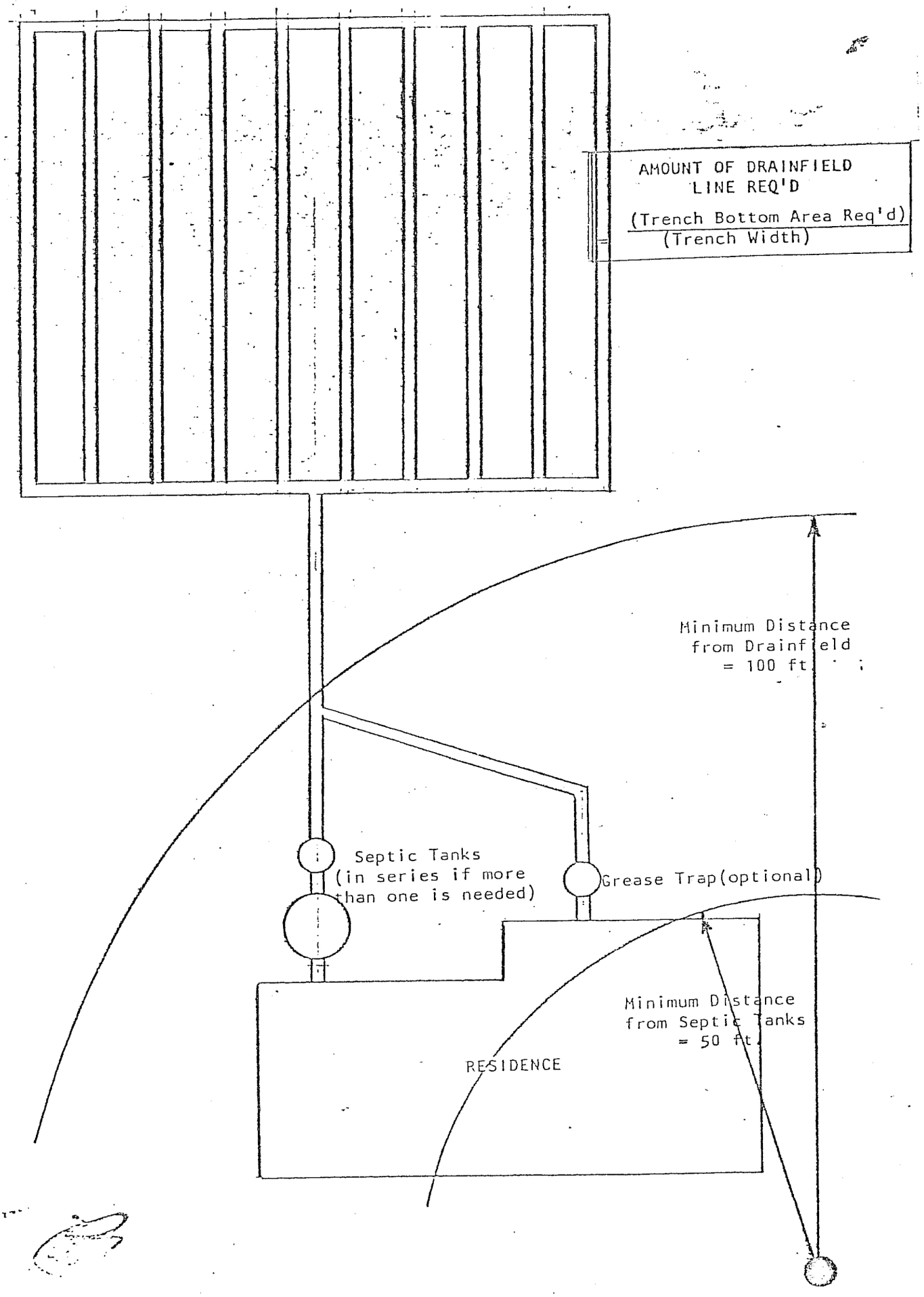


TYPICAL CROSS-SECTION

SOIL ABSORPSION TRENCH CONSTRUCTION

NOTE:

1. RECOMMENDED TRENCH DEPTH IS 24".
2. FELT PAPER (TAR PAPER) IS NOT ACCEPTABLE AS COVER MATERIAL OVER GRAVEL AND SHOULD NOT BE USED.
3. THE PAPER LAYER MAY BE SUBSTITUTED WITH STRAW OR OTHER APPROVED MATERIAL.
4. A MINIMUM DISTANCE OF 7' BETWEEN PERFORATED PIPES IS REQUIRED WHEN PIPES ARE INSTALLED PARALLEL TO EACH OTHER.


AMOUNT OF DRAINFIELD LINE REQ'D
(Trench Bottom Area Req'd)
(Trench Width)
Minimum Distance from Drainfield = 100 ft.
Septic Tanks (in series if more than one is needed)
Grease Trap(optional)
Minimum Distance from Septic Tanks = 50 ft.
RESIDENCE

16-9536—ORDER FOR LOCAL OPTION ELECTION BINGO ENABLING ACT (11-81)

ORDER FOR LOCAL OPTION ELECTION
(ORDEN DE ELECCION DE OPCION LOCAL)

A-572

TO Legalize Bingo Games Authorized under the Bingo Enabling Act.
(PARA)

IMPORTANT: Before completing, see footnote 1 below
IMPORTANTE: Antes de completar, vea la nota 1 al pie de la página)

THE STATE OF TEXAS *(EL ESTADO DE TEXAS)* | *CITY OF* FULSHEAR, *TEXAS*

*(CONDADO DE) FT BEND COUNTY | *(CIUDAD DE Fulshear, TEXAS)

On this the 19 day of July, 19 82, the ~~Commissioners Court~~/City Council
(En este día 19 de julio de 1982 la Corte de Comisionados/Concilio de la Ciudad
of Fulshear, Ft. Bend County, Texas, convened in regular session open to the public,
del Condado de Ft. Bend, ciudado de Fulshear, Texas, se convocó en reunión regular abierta al público,
at the regular meeting place thereof at the City Hall/Courthouse in Fulshear, Texas,
en el lugar acostumbrado para juntas de la misma en la Casa Municipal/el Palacio de Justicia en Fulshear, *Texas,*
with the following members of the Court/Council present, to wit:
con los siguientes miembros de la Corte/del Concilio presentes, a saber:)

James W. Roberts, *~~County Judge~~/Mayor (Juez del Condado/Alcalde),*

Edward N. Dozier, ~~Commissioner~~/Council member
(~~Comisionado~~/Miembro del Concilio)

Sethora West, ~~Commissioner~~/Council member
(~~Comisionado~~/Miembro del Concilio)

Viola Randle, ~~Commissioner~~/Council member
(~~Comisionado~~/Miembro del Concilio)

Narvelene Banks, ~~Commissioner~~/Council member
(~~Comisionado~~/Miembro del Concilio)

Carolyn Smith, ~~County Clerk~~ *(~~Secretario del Condado~~)* City Secy.
(Secretario del Cuidad)

and the following council members: B.G. Walling,
(y los siguientes miembros del Concilio:

and the following absent members: None
(y los siguientes miembros ausentes)

constituting a quorum, and among other proceedings, passed the following order:
constituyendo un quórum, y entre otras actas tomadas, se aprobó la siguiente orden:)

There came on to be considered the original and copies of Petitions for Local Option Election to
(Se presentaron para consideración la original y copias de las Peticiones para la Elección de Opción Local para

Legalize Bingo (legalize or prohibit *(legalizar o prohibir)*) bearing Serial Number 001, issued by
llevando el Número en Serie *emitidas por*

the ~~County Clerk~~/City Secretary on the 19, day of July, 19 82,
el Secretario del Condado/Secretario de la Ciudad en el día 19 *de* julio *de 19* 82
requesting that a local option election be ordered in
solicitando que se ordene una elección de opción local en

FULSHEAR, Texas
(County, Justice Precinct, Incorporated City or Town *(Condado, Distrito de Justicia, Ciudad Incorporada, o Pueblo)*

(said County, Justice Precinct, Incorporated City or Town hereinafter for convenience referred to as "area"), in accordance with the terms and provisions of the Bingo Enabling Act, for the purpose of submitting to the legally qualified voters of said area the determination of the issue described therein. There also came on to be considered the certificate of the County Clerk/City Secretary pertaining to said petitions certifying therein that said petitions are signed by the requisite number of qualified voters of said area in accordance with the terms and provisions of the Bingo Enabling Act. *(dicho Condado, Distrito de Justicia, Ciudad Incorporada o Pueblo de aquí en adelante denominado por conveniencia como "región"), de acuerdo con las condiciones y disposiciones del Acto Permitiendo Juegos de Bingo, con el propósito de someter a los votantes legalmente capacitados de dicha región la determinación del asunto definido en la misma. También se presentó para consideración el certificado del Secretario del Condado/Secretario de la Ciudad referente a dichas peticiones certificando en la misma que dichas peticiones están firmadas por el número requerido de votantes capacitados de dicha región de acuerdo con las condiciones y disposiciones del Acto Permitiendo Juegos de Bingo.)*

Notice of said election ordered by a commissioners court shall be given as required by Article 4.05 of the Texas Election Code and Article 29e, Texas Revised Civil Statutes. Notice of said election ordered by the governing body of an incorporated city or town shall be given as required by Article 4.06 of the Texas Election Code and Article 29e, Texas Revised Civil Statutes. *(Se dará aviso de dicha elección ordenada por una corte de comisionados como requerido por el Artículo 4.05 del Código Electoral de Texas y el Artículo 29e, Estatutos Civiles Revisados de Texas. Se dará aviso de dicha elección ordenada por el cuerpo directivo de una ciudad o pueblo incorporado como requerido por el Artículo 4.06 del Código Electoral de Texas y el Artículo 29e, Estatutos Civiles Revisados de Texas.)*

It appearing to the satisfaction of the Court/Council that said petitions were verified by the Clerk/Secretary no later than the 30th day after they were submitted and the Clerk/Secretary checked and verified to the governing body that said petitions comply with all the terms and provisions of the Bingo Enabling Act and are signed by the requisite number of qualified voters of said area as required by the Bingo Enabling Act and that said petitions are otherwise in conformity with the law, and that no election on the same issue has been held in said area within a period of two years prior to the date fixed for holding the election herein provided.[2] *(Al parecer a la satisfacción de la Corte/Concilio que dichas peticiones fueron verificadas por el Secretario del Condado/Secretario de la Ciudad no más de 30 días después de que fueron sometidas y el Secretario aseguró y comprobó al cuerpo directivo que dichas peticiones cumplen con todas las condicions y disposiciones del Acto Permitiendo Juegos de Bingo y que dichas peticiones están de otro modo de acuerdo con la ley, y que no se ha llevado a cabo ninguna elección sobre la misma cuestión en dicha región durante un período de dos años antes de la fecha designada para llevar a cabo dicha elección como provisto aquí dentro.)*

[1]Insert Legalize or Prohibit the (insert exact language of issue as it appears in the Petition using the wording in Section 5 of the Bingo Enabling Act. *(Introduzca las palabras Legalizar o Prohibir la (introduzca la expresión exacta de la cuestión así como aprece en la Petición usando la fraseología en la Sección 5 del Acto Permitiendo Juegos de Bingo).*

*Strike the inapplicable title *(tache el título inaplicable)*

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT/CITY COUNCIL OF FULSHEAR
(POR LO TANTO, ORDENESE POR LA CORTE DE COMISIONADOS/EL CONCILIO DE LA CIUDAD DE)

Fulshear , TEXAS:
Fulshear , *TEXAS:)*

That an election to be held in FULSHEAR , Texas
(Que se lleve a cabo una elección en Fulshear *, Texas,*
on the 14 day of August , 19 82 , which date is not
el día 14 *de* *de 19* 82 *, siendo esta fecha no*
later than 60 days after the date that the officer responsible for certifying a petition has certified that the petition is valid in accordance with the terms and provisions of the Texas Bingo Enabling Act for the purpose of submitting to the legally qualified voters of said area, the determination of the following issue, to-wit: *(más de 60 días después de la fecha en que el oficial encargado de certificar una petición ha certificado que la petición está válida de acuerdo con las condiciones y disposicones del Acto Permitiendo Juegos de Bingo con el propósito de someter a los votantes legalmente capacitados de dicha región, la determinación del siguiente asunto, a saber:)*

FOR *(A FAVOR DE)* Legalizing bingo games for charitable purposes as authorized by the Bingo Enabling Act in Fulshear, Texas.

AGAINST *(EN CONTRA DE)* (Legalizar juegos de bingo con propositos caritativos como autorizado por el Acto Permitiendo Juegos de Bingo en Fulshear, Texas.)

That said election shall be held in each election precinct at the following places as provided in the Bingo Enabling Act in the above named area and the following persons are appointed presiding judge and alternate presiding judge for each of said election precincts and each presiding judge shall appoint the necessary clerks to assist him which shall not exceed one clerks. *(Que dichas elecciones se llevarán a cabo en cada precinto electoral en los siguientes lugares de votación como lo indica el Acto Permitiendo Juegos de Bingo en la región mencionada y las siguientes personas son nombradas juez presidente y juez presidente alterno para cada distrito electoral y cada juez presidente deberá nombrar el número necesario de escribientes que le ayuden que no exceda _____ escribientes.)*

Election Precinct Number *(Número de Precinto Electoral)*	Location *(Lugar)*	Presiding Judge *(Juez Presidente)*	Alternate Presiding Judge *(Juez Presidente Alterno)*
Precinct # 6	Huggins Elem Sch.	Carolyn Smith	

The polls at each of the above designated polling places shall on said election date be open
(Los sitios de votación en cada lugar mencionado se mantendrán abiertos en la mencionada fecha de elecciones
from 7:00 o'clock a.m. to 7:00 o'clock p.m.**
de las 7:00 *a.m. a las* 7:00 *p.m.**)*

**Art. 2.01 of the Election Code provides that polls shall be open from 7:00 a.m. to 7:00 p.m., provided that by order of Commissioners' Court in counties of 1,000,000 or more, polls may be open one hour earlier. *(El Artículo 2.01 del Código Electoral requiere que los lugares de votación estèn abiertos de las 7:00 a.m. a las 7:00 p.m., a menos que por orden de la Corte de Comisionados en condados de 1,000,000 o más, los lugares de votación pueden estar abiertos una hora más temprano.)*

. . . The ballots for said election shall have printed thereon at the top thereof the words "Official Ballot," and shall also have printed thereon beneath the words "Official Ballot" the following instruction note: "Place an 'X' in the square beside the statement indicating the way you wish to vote." Said ballot shall also have printed thereon the proposition appropriate to this election in the exact language stated in Section 8 of the Bingo Enabling Act, to Wit:[1] *(Las boletas para dichas elecciones serán impresas en la parte superior de las mismas con las palabras "Boleta Oficial" y también serán impresas sobre las mismas debajo de las palabras "Boleta Oficial" las siguientes instrucciones: "Marque con una 'X' el cuadro al lado de la frase que indica la manera en que quiere usted votar." Dicha boleta deberá llevar impreso sobre la misma la proposición apropiada a esta elección en el lenguaje exacto indicado en la Sección 8 del Acto Permitiendo Juegos de Bingo, a saber:[1])*

FOR *(A FAVOR DE)*

AGAINST *(EN CONTRA DE)*

"Legalizing bingo games for charitable purposes as authorized by the Bingo Enabling Act in Fulshear, Texas."

("Legalizar juegos de bingo con propósitos caritativos como autorizado por el Acto Permitiendo Juegos de Bingo en ciudado de Fulshear Texas."

In elections in which paper ballots are used, each voter shall vote on the issue hereby submitted by placing an 'X' or other clear mark in the square beside the statement indicating the way he wishes to vote on each proposition. However, it is specifically provided that the election officers shall not refuse to count a ballot because of the voter's having marked his ballot by scratching out the statement of propositions for which he does not wish to vote. *(En elecciones en las cuales se usan boletas de papel, cada votante votará sobre la cuestión sometida por la presente por marcar con una 'X' u otra marca evidente el cuadro al lado de la frase que indica la manera en que quiere votar sobra cada proposición. Sin embargo, se dispone especificamente que los oficiales de la elección no niegen a contar una boleta a causa de que el votante haya marcado su boleta por tachar la frase de proposiciones en contra de las cuales quiere votar.)*

None but qualified voters of the above named area shall be allowed to vote at said election. Said election shall be conducted according to the provisions of the Texas Bingo Enabling Act and Election Codes as may be applicable thereto, and within 24 hours after said election, the officers holding said election shall make returns thereof to this Court as required by law. *(Solamente los votantes capacitados en dicha región estarán permitidos a votar en dichas elecciones. Dichas elecciones estarán dirigidas de acuerdo con las disposiciones del Acto Permitiendo Juegos de Bingo y el Código Electoral de Texas según puedan aplicarse, y dentro de 24 horas después de dichas elecciones, los oficiales encargados de dichas elecciones harán resultados de los mismos a esta Corte como requiere la ley.)*

Notice of said election ordered by a commissioners court shall be given as required by Article 4.05 of the Texas Election Code and Article 29e, Texas Revised Civil Statutes. Notice of said election ordered by the governing body of an incorporated city or town shall be given as required by Article 4.06 of the Texas Election Code and Article 29e, Texas Revised Civil Statutes. *(Se dará aviso de dicha elección ordenada por una corte de comisionados como requerido por el Artículo 4.05 del Código Electoral de Texas y el Artículo 29e, Estatutos Civiles Revisados de Texas. Se dará aviso de dicha elección ordenada por el cuerpo directivo de una ciudad o pueblo incorporado como requerido por el Artículo 4.06 del Código Electoral de Texas y el Artículo 29e, Estatutos Civiles Revisados de Texas.)*

Absentee voting for said election shall be conducted by the County Clerk/City Secretary in accordance with the terms and provisions of the Texas Election Code. Said place for absentee voting shall remain open for at least eight hours on each day for absentee voting which is not a Saturday, a Sunday, or an official State holiday, beginning on the 20th day and continuing through the 4th day preceding the date of said election. Said place of voting shall remain open between the hours of 8 o'clock a.m. and 5 o'clock p.m. on each day for said absentee voting.[3] *(La votación en ausencia para dichas elecciones será conducida por el Secretario del Condado/Secretario de la Ciudad de acuerdo con las condiciones y disposiciones del Código Electoral de Texas. El lugar para la votación en ausencia se mantendrá abierto por lo menos ocho horas diarias en cada día de la votación en ausencia que no sea un sábado, domingo, o día festivo oficial del Estado, comenzando 20 días anteriores a la fecha de dichas elecciones y continuando al cuarto día anterior a la fecha de dichas elecciones. Dicho lugar de votación se mantendrá abierto durante las horas de 8:00 a.m. a las 5:00 p.m. durante cada día de la votación en ausencia.[3])*

A public school of instruction for those who will actually conduct the above election shall be held at _____

_____, which is not less than 3 days before said election and the County Clerk/City Secretary shall post notice of the time and place of said meeting at least 48 hours before it is held and the Clerk/Secretary shall also notify each presiding judge of the time and place at which said school will be held and said Clerk/Secretary shall instruct each presiding judge to give notice of the persons who will serve as clerks and watchers of said school.

(Una escuela de instrucción pública para aquellos que en realidad dirigirán las elecciones citadas se llevará a cabo en

_____, *que no es menos de 3 días anteriores a dichas elecciones y el Secretario del Condado/Secretario de la Ciudad colocará avisos de la hora y el lugar de dicha junta por lo menos 48 horas antes de que se lleve a cabo y el Secretario también dará aviso a cada juez directivo de la hora y lugar en el cual se llevará a cabo dicha instrucción y el nombrado Secretario le dará instrucciones a cada juez directivo de dar aviso a las personas que funcionarán como asistentes y observadores de la instrucción mencionada.)*

It is further found and determined that written notice of the date, hour, place, and subject of this meeting was posted on the bulletin board located at a place convenient and readily accessible to the general public at all times in the ~~County~~ XXXXXX Courthouse/City Hall, Fulshear, Texas, at least 72 hours preceding the scheduled time of this meeting and that all of the terms and provisions of Article 6252-17, Texas Revised Civil Statutes, have been complied with and a copy of said notice together with the return of posting shall be attached to this order and become a part thereof. *(Además se ha visto y determinado que se colocó aviso por escrito de la fecha, hora, lugar y propósito de esta junta en la tablilla de avisos localizada en un lugar conveniente y fácilmente accesible al público a todas horas en~~ XX ~~la Rotonda de Justicia del Condado~~/Casa Municipal, Fulshear, Texas, *por lo menos 72 horas anteriores a la hora programada de esta junta y que todas las condiciones y disposiciones del Artículo 6252-17, Estatutos Civiles Revisados de Texas, se han cumplido y que una copia de dicho aviso junto con el reporte de colocación serán agregados a esta orden formando parte de la misma.)*

The above Order being read, it was moved and seconded that same do pass.
(Habiéndose dado lectura sobre la Orden mencionada arriba, se hizo la moción y dicha fué secundada para ser aprobada.)
Thereupon, the question being called for, the following members of the Court/Council voted AYE:
(Después del llamado a esta pregunta, los siguientes miembros de la Corte/Concilio votaron AFIRMATIVAMENTE:

All members voted Aye.

and the following members voted NO: None
(y los siguientes miembros votaron NEGATIVAMENTE:)

PASSED, APPROVED AND ADOPTED this the 19 day of July, 19 82.
(PASADA, APROBADA, Y ADOPTADA este dia 19 de julio de 19 82)

Attest:
Carolyn Smyth
City Secy

James W. Roberts

*County Judge/Mayor
(Juez del Condado/Alcalde James W. Roberts, Fulshear, Texas
, Texas)

Edward N. Dozier
Commissioner/Council Member
(Comisionado/Miembro del Concilio)

Sethora West
Commissioner/Council Member
(Comisionado, Miembro del Concilio)

Narvelene Banks
Commissioner/Council Member
(Comisionado/Miembro del Concilio)

Viola Randle
Commissioner/Council Member
Comisionado/Miembro del Concilio)

[1]Insert issue exactly as it appears on the Petition. *(Inserte el asunto exactamento como aparece en la Petición.)*
[2]Article 29e requires publication in at least one newspaper of general circulation in the county where the court is located not more than 30 days nor less than 10 days before the election. *(Articulo 29e requiere publicación por lo menos en un periódico de circulación general en el condado en donde se encuentra la corte no más de 30 días ni menos de 10 días anteriores a las elecciones.)*
[3]Article 5.05, Subdivision 1a, of the Texas Election Code provides who is to conduct absentee voting. *(Articulo 5.05, Subdivisión 1a, del Código Electoral de Texas indica quién debe conducir la votación en ausencia.)*

and the following council members B.G. Walling

(y los siguientes miembros del Concilio B.G. Walling

*Strike the inapplicable title (tache el titulo inaplicable)

ORDINANCE NO. 573

AN ORDINANCE PROHIBITING THE TRANSPORTATION, STORAGE, SALES OR DISCHARGING OF FIREWORKS WITHIN THE LIMITS OF THE CITY OF FULSHEAR EXCEPTED WITHIN THE LIMITS PROVIDED BY THIS ORDINANCE; PROVIDING LIMITS FOR TRANSPORTING FIREWORKS WITHIN THE CITY; PROVIDING THE REQUIREMENTS FOR PERMITS FOR PUBLIC DISPLAYS; AND PROVIDING ENFORCEMENT AND PENALTY, AND SEVERANCE CLAUSE.

Whereas, the Board of Aldermen has determined that fireworks represent a danger to the safety of the citizens and property within the city that should be closely controlled, or eliminated.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR, TEXAS.

SECTION I. DEFINITIONS

(1) The term "fireworks," as used in this ordinance shall mean and include any firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display and such term shall include all articles or substances within the commonly accepted meaning of fireworks, whether herein specially designated and defined or not.

(2) The term "person," as used in this ordinance shall mean and include any natural person, association of persons, partnership, corporation, agent or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustee, receivers, executors and administrators.

SECTION II. GENERAL PROHIBITION AGAINST MANUFACTURE, SALE, DISCHARGE, TRANSPORTATION, ETC.

Except as otherwise specifically provided in this ordinance it shall be unlawfull for any person to manufacture, assemble, store, transport, receive, keep, sell, offer or have in his possession with intent to sell, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

SECTION III. DISCHARGE IN CONNECTION WITH PLAYS, CIRCUSES AND OTHER SHOWS.

It shall not be unlawful, upon a permit issued by the City, for any person engaged in any organized play, legitimate theatrical performance, circus, or other show designated for the amusement and edification of the general public to use, discharge, or cause to be discharged and ignited fireworks as a part of any act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The fire chief shall cause to be made an investigation of each application made hereunder to determine the use of such fireworks as proposed shall be of such a

character that it may be hazardous to property or dangerous to any person and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

SECTION IV. PERMITTED TRANSPORTATION

It shall be lawful to transport ICC Class C Common Fireworks, as defined in article 1725, Vernon's Annotated Texas Penal Code, by motor vehicles which meet the Interstate Commerce Commission requirements for transporting ICC Class C Common Fireworks and equipped with at least one ten pound fire extinguisher for extinguishing Type B fires, along and upon IH No. 10 within the city limits.

SECTION V. CERTAIN SIGNAL FLARES, TORPEDOES AND ROCKETS EXEMPT FROM ARTICLE.

This ordinance shall not apply to signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad for use in railroad operation; nor shall this article apply to any marine signal flare or rocket of the type and kind commonly carried by a vessel at sea for its own use and which signal flare or rocket is transported or received or stored for use only as ship's stores; nor shall this article apply to signal flares or rockets for military or police use.

SECTION VI. ILLEGAL FIREWORKS AS NUISANCE; SEIZURE AND DESTRUCTION, ETC.

The presence of any fireworks within the jurisdiction of the city in violation of this article is hereby declared to be a common and public nuisance. The fire marshal is directed and required to seize and cause to be safely destroyed any fireworks found in violation of this article and any member of the fire prevention division of the fire department or any police officer of the city or any other duly constituted peace officer is empowered to stop the transportation of and detain any fireworks found being transported illegally or to close any building where any fireworks are found stored illegally until the fire marshal can be notified in order that such fireworks may be seized and destroyed in accordance with the terms of this section. Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city or the Fire Marshal or the Chief of Police, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction of the city and to aid the fire marshal in the discharge of his duties and to particularly prevent any person from interfering with the seizure and destruction of such fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction.

SECTION VII. RIGHT OF ENTRY TO ENFORCE ARTICLE.

The Fire Marshal or any member of the police department of the city is hereby authorized to enter any building where the unlawful presence of fireworks is suspected in order to inspect the same for the presence of such fireworks.

SECTION VIII. VIOLATIONS OF ARTICLE.

(a) Any person who shall manufacture, assemble, store, transport, receive, keep, sell, offer for sale or have in his possession with intent to sell any fireworks in violation of this article shall be fined two hundred dollars ($200.00) for each offense. If the fireworks are separately wrapped or packaged, the doing or omitting to do any act prohibited by this article shall be a separate offense as to such separately wrapped or separately packaged fireworks. Each day that a violation of this ordinance shall continue with respect to any package of fireworks shall constitute a separate offense.

(b) Any person who shall use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks in violation of this ordinance shall be fined not less that twenty-five dollars ($25.00) nor more than two hundred dollars ($200.00). Any parent or guardian of any minor child below the age of fourteen (14) who permits or allows such minor child to use, discharge, ignite, detonate, fire or otherwise set in action any fireworks in violation of this article shall be fined not less than twenty-five dollars ($25.00) nor more than two hundred dollars ($200.00).

SECTION IX. WHEN PERMITTED.

The provisions of division 1 of this article shall not apply to a public display of fireworks made under the terms and conditions of this division and such a display shall be permitted, upon compliance with the provisions of this division.

SECTION X. APPLICATION FOR PERMIT.

Any adult or any firm, copartnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the City Secretary at least fourteen (14) days in advance of the date of the proposed display.

SECTION XI. ISSURANCE OR DENIAL AND TERM OF PERMIT; PERMIT NOT TRANSFERABLE.

It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this division shall be of such a character that it may be hazardous to property or dangerous to any person, and he shall, in the exercise of reasonable discretion, recommend the approval or disapproval of the application. Provided the other requirements of this ordinance are fulfilled the mayor shall authorize the city secretary to issue, or deny the application for the public display. Any permit issued shall be a period of time designated on the permit not to exceed fourteen (14) days, and the permit shall not be transferable. In the event the application is denied by the mayor he shall notify the applicant of the denial in writing.

SECTION XII. INSURANCE OR BOND REQUIRED.

The applicant for a display permit under this division shall, at the time of making application, furnish proof that he carries compensation insurance for his employees

as provided by the laws of the state, and he shall file with the city secretary a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than one hundred thousand dollars ($100,000.00) issued by an insurance carrier authorized to transact business in the state, for the benefit of the person named therein as assured, as evidence of ability to respond in damages in at least the amount of one hundred thousand dollars ($100,000.00) such policy to be approved by the city attorney. In lieu of insurance, the applicant may file with the city secretary a bond in the amount of one hundred thousand dollars ($100,000.00) issued by an authorized surety company approved by the city attorney, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks, or any negligence on the part of the applicant or his agents, servants, employees, or subcontractors in the presentation of the public display.

SECTION XIII. ONLY AERIAL DISPLAYS PERMITTED; RANGE OF DISPLAY; USE OF STEEL TUBES REQUIRED.

Any fireworks display authorized under this division shall be limited to an aerial display. The range of aerial display shall not be more than two hundred (200) feet and the fireworks shall be discharged vertically from steel tubes.

SECTION XIV. TIME LIMIT AND LIMITATION ON NUMBER OF PERFORMANCES.

The limit of a display authorized by this division shall be not more than one performance.

SECTION XV. MATERIAL NOT TO BE STORED IN CITY.

The material to be used for public display authorized by the division shall not be stored within the city limits, but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

SECTION XVI. HAZARDOUS CONDITIONS PROHIBITED.

No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.

SECTION XVII. QUALIFICATIONS OF PERSONS HANDLING FIREWORKS.

The persons handling the display of fireworks under this division shall be competent, adult persons and experienced pyrothechnic operators approved by the fire marshal, and no person not approved shall handle fireworks at the public display. The names of the experienced pyrotechnic operations shall be designated on the permit issued.

SECTION XVIII. FIREMEN TO BE PRESENT.

For each public display of fireworks under this division, not less than two (2) firemen of the Fulshear Volunteer Fire Department shall be in attendance during the display. The expense of such firemen at the display shall be borne by the applicant for the

permit and shall be paid in advance at the time of the application for the permit.

SECTION XIX. SEVERABILITY.

If any word, phrase, sentence, clause, paragraph, section, or part of this ordinance shall be declared unconstitutional, then and in such event the work, phrase, sentence, clause, paragraph, section, or part of this ordinance declared as unconstitutional shall be deleted and severed from this ordinance.

PASSED AND APPROVED this the 16th day of August, 1982.

THE CITY OF FULSHEAR, TEXAS

BY: James W. Roberts
Mayor

ATTEST:

Carolyn Smith
City Secretary

VOTING

ALDERMEN:

E. DOZIER yes

V. RANDLE yes

S. WEST yes

N. BANKS yes

B. G. WALLING absent

Weed & Cutting

ORDINANCE NO. 574

AN ORDINANCE TO PROTECT THE PUBLIC HEALTH AND PROMOTE THE PUBLIC WELFARE OF THE CITY OF FULSHEAR, TEXAS, BY PROVIDING FOR THE FILLING UP AND DRAINAGE OF LOTS THAT SHALL HAVE UNWHOLESOME PLACE OR PLACES WHERE STAGNANT WATER MAY ACCUMULATE THEREON; THE CLEANING OF ANY BUILDING OR PREMISES OF FILTH, CARRION OR OTHER IMPURE AND UNWHOLESOME MATTER; REQUIRING OWNERS OR OCCUPANTS OF LOTS IN THE CITY OF FULSHEAR TO KEEP SAID LOTS FREE FROM WEEDS, RUBBISH, BRUSH AND OTHER UNSIGHTLY OR UNSANITARY MATTER; PROVIDING FOR NOTICE TO BE GIVEN TO OWNERS OF PREMISES IN CASE OF FAILURE OF OWNER TO MAKE LOTS AND/OR PREMISES SANITARY AND SIGHTLY THAT THE SAME MAY BE DONE AT THE EXPENSE OF THE CITY OF FULSHEAR; PROVIDING FOR THE FIXING OF A LIEN AGAINST SUCH LOTS FOR SUCH IMPROVEMENT; AND DECLARING AN EMERGENCY. PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed by the City Council of The City of Fulshear, Texas, that it is dangerous to the public health for lots in the City of Fulshear to have places thereon where stagnant water may accumulate and for filth, carrion or other impure and unwholesome matter to accumulate on lots in said City and that it is dangerous to public health and constitutes a fire hazard to have weeds, brush, rubbish, and other unsightly and unsanitary matter on lots in the City of Fulshear; and

WHEREAS, it is expressly provided by the provisions of Article 4436, Revised Civil Statutes of Texas, that cities shall have the power to correct the evils hereinbefore recited.

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

SECTION I. STAGNANT WATER, FILTH, WEEDS, RUBBISH, AND OTHER UNSIGHTLY MATTER PROHIBITED ON LOTS

A. PLACES WHERE WATER MAY ACCUMULATE PROHIBITED

It shall be unlawful for any person, firm or corporation who shall own or occupy any lot or lots in the City of Fulshear, Texas, to permit or allow holes or places on said lots where water may accumulate and become stagnant, or to permit same to remain.

B. ACCUMULATION OF STAGNANT WATER PROHIBITED

It shall be unlawful for any person, firm or corporation who shall own or occupy and lot or lots in the City of Fulshear, Texas, to permit or allow the accumulation of stagnant water thereon, or to permit same to remain.

or any other unsightly, objectionable or unsanitary matter to grow or accumulate thereon, fail and/or refuse to cut down and/or remove such weeds, rubbish, brush or other unsightly, objectionable or unsanitary matter, as the case may be, within ten (10) days after notice to said owner to do so, in writing, or by letter addressed to such owner at his post office address, or within ten (10) days after notice by publication as many as two (2) times within ten (10) consecutive days in any newspaper in Fulshear, Texas, if personal service may not be had as aforesaid, or if the owner's address be not known; then in that event the City of Fulshear may do such cutting down and/or removing such weeds, rubbish, brush, or any other unsightly, objectionable or unsanitary matter, or cause the same to be done any may pay therefor, and charge the expenses incurred in doing such work or having such work done or improvements made at the expense of the City of Fulshear, Texas, then such expense or expenses shall be assessed on the real estate, or lot or lots upon which such expense was incurred.

G. CITY TO HAVE PRIVILEGED LIEN

The Mayor or City Secretary of the City of Fulshear shall file a statement of such expenses incurred under Subsection E or under Subsection F of this Section, as the case may be, giving the amount of such expense, the date on which said work was done or improvements made, with the County Clerk of the County where such property shall be located, and the City of Fulshear, Texas, shall have a privileged lien on such lot or lots or real estate upon which said work was done or improvements made to secure the expenditures so made, in accordance with the provisions of said Article 4436, Revised Civil Statutes of Texas, which said lien shall be second only to tax liens and liens for street improvements; and said amount shall bear ten (10%) percent interest from the date said statement was filed. It is further provided that for any such expenditures, and interest as aforesaid, suit may be instituted and recovery and foreclosure of said lien may be had in the name of the City of Fulshear, Texas; and the statement of expenses so made, as aforesaid, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

H. LIABILITY OF CORPORATION

In case the owner or occupant of any lot, lots or premises under the provisions of this Section shall be a corporation, and shall violate any provision of this Section, the President, Vice-President, Secretary, Treasurer of such corporation, or any manager, agent or employee of such corporation shall be also severally liable for the penalties provided in Chapter 1, Section 5 of this Code of Ordinances.

I. Any person violating this ordinance shall be guilty of a misdemenor and upon conviction thereof shall be fined in any sum not to exceed two hundred dollars for each violation.

Section II. SEVERABILITY CLAUSE

If any section, provision, subdivision, clause or part of this ordinance shall be adjudged invalid or held unconstitutional,

C. ACCUMULATION OF ANY CARRION, FILTH OR OTHER UNWHOLESOME MATTER PROHIBITED

It shall be unlawful for any person, firm or corporation who shall own or occupy any house, buildings, establishment, lot or yard in the City of Fulshear to permit or allow any carrion, filth, or other impure or unwholesome matter to accumulate or remain thereon.

D. WEEDS, RUBBISH, BRUSH, ETC., PROHIBITED ON LOTS; LOTS USED FOR AGRICULTURAL PURPOSES

It shall be unlawful for any person, firm or corporation who shall own or occupy any lot or lots in the City of Fulshear, Texas, to allow weeds, rubbish, brush or any other unsightly, objectionable or unsanitary matter to accumulate or grow on said lot or lots.

For the purposes of this Section, lots or property being used for agricultural purposes shall not be included under the terms of this Section, except that no agricultural use shall be made of any property within twenty-five (25') feet of the property line of such lots or tract of land, and the 25' strip of land shall be kept free from all crops, weeds, rubbish, brush or any other unsightly, objectionable or unsanitary matter.

E. OWNER TO ABATE ACCUMULATIONS OF STAGNANT WATER, FILTH AND OTHER UNWHOLESOME MATTER WITHIN TEN (10) DAYS; CHARGES FOR REMOVAL BY CITY TO BE ASSESSED TO OWNER

Should any owner of such lot or lots that have places thereon where stagnant water may accumulate and/or which are not properly drained, or the owner of any premises or building upon which carrion, filth or other impure or unwholesome matter may be, fails and/or refuses to drain and/or fill the said lot or lots, or remove such filth, carrion or other impure or unwholesome matter as the case may be, within ten (10) days after notice to said owner to do so, in writing, or by letter addressed to such owner at his post office address, or within ten (10) days after notice by publication as many as two (2) times within ten (10) consecutive days in any newspaper in Fulshear, Texas, if personal service may not be had as aforesaid, or if the owner's address be not known; then in that event, the City of Fulshear, Texas, may do such filling or draining or removal of filth, carrion, etc., or any other unsightly, objectionable or unsanitary matter, or cause the same to be done and may pay therefor and charge the expenses incurred in doing such work or having such work done or improvements made to the owner of such lot or lots or real estate. If such work is done or improvements made at the expense of the City of Fulshear, Texas, then such expense or expenses shall be assessed on the real estate, or lots upon which expense was incurred.

F. OWNER TO ABATE WEEDS, RUBBISH, BRUSH AND OTHER OBJECTIONABLE MATTER WITHIN TEN (10) DAYS; CHARGES FOR REMOVAL BY CITY TO BE ASSESSED TO OWNER

Should any owner of any lot or lots within the City of Fulshear, Texas, who shall allow weeds, rubbish, brush,

that shall not affect the validity of this ordinance as a whole or any other part or provision contained herein.

PASSED and APPROVED this the 16 day of August, 1982.

THE CITY OF FULSHEAR, TEXAS

By: _____
Mayor

ATTEST:

_____
City Secretary

VOTING

ALDERMEN:

E. DOZIER ... yes

V. RANDLE ... yes

S. WEST ... yes

N. BANKS ... yes

B. G. WALLING absent

ORDINANCE NO. 575

AN ORDINANCE MAKING IT UNLAWFUL TO DISOBEY LAWFUL ORDERS OF POLICE OFFICERS, MAKING IT UNLAWFUL FOR DRIVERS TO FLEE OR ATTEMPT TO FLEE FROM POLICE OFFICERS WHO ATTEMPT TO STOP THEM: AND PROVIDING FOR A PENALTY TO TWO HUNDRED DOLLARS FOR EACH VIOLATION PROVIDING A SEVERANCE CLAUSE.

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

Section 1: No person shall willfully fail or refuse to comply with any lawful order, direction or signal (visual or audible) of any police officer vested by law with authority to direct, control or regulate traffic.

Section 2: It shall be unlawful for any driver to flee or attempt to flee from a police officer who orders, directs, or signals with all proper indicia (red light and/or siren) to stop such driver. The fact that a driver flees or attempts to flee from a police officer who orders, directs, or signals with all proper indicia (red light and/or siren) to stop such driver and necessitates a high speed chase or pursuit along the public streets of the City shall be prima facie evidence that it was willfully done, and the fact a high speed chase or pursuit was necessitated to stop such driver shall be prima facie evidence that such driver was attempting to flee from such police officer.

Section 3: Any person violating the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction, shall be punished by a fine not to exceed TWO HUNDRED ($200.00) DOLLARS.

Section 4: If any section, provision, subdivision, clause or part of this ordinance shall be adjudged invalid or held unconstitutional, that shall not affect the validity of this ordinance as a whole or any part or provision contained herein.

PASSED and APPROVED this 16 day of August , 1982.

THE CITY OF FULSHEAR, TEXAS

By: James W. Roberts
Mayor

ATTEST:

Carolyn Smith
City Secretary

PASSED and APPROVED this the 16 day of August, 1982.

THE CITY OF FULSHEAR

By: Ernest W. Roberts
Mayor

ATTEST:

Carolyn Smith
City Secretary

VOTING

ALDERMEN:

E. DOZIER yes

V. RANDLE yes

S. WEST yes

N. BANKS yes

B. G. WALLING absent

ORDINANCE NO. 576

AN ORDINANCE FORBIDDING TRESPASSING UPON PROPERTY IN THE CITY OF FULSHEAR, TEXAS, DEFINING "TRESPASSING" AND PROVIDING FOR A FINE OF UP TO TWO HUNDRED DOLLARS FOR EACH VIOLATION PROVIDING A SEVERANCE CLAUSE.

BE IT ORDAINED BY THE BOARD OR ALDERMAN OF THE CITY OF FULSHEAR, TEXAS:

Section 1. It shall be unlawful for any person to trespass upon property located within the corporate limits of the City of Fulshear, Texas.

Section 2. The word "trespass" as used in Section 1 hereof shall include the meaning ordinarily attributed to that term in law, but, in any event shall include the following, whether within such ordinary meaning or not:

a. The conduct of any person in remaining upon property belonging to/or in possession of another, after such person has been requested to leave such property by such owner or possessor or any member of such owner or possessor's family.

b. The conduct of any person in entering upon property belonging to or in the possession of another after being warned not to do so.

c. The conduct of any person in using any privately owned swimming pool without the consent of the owner or possessor thereof.

d. The conduct of any person in depositing or causing to be deposited upon property belonging to or in the possession of another, any material whatsoever, without the consent of the owner or possessor of such property.

e. Any person violating this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed two hundred dollars for each violation.

Section 3. If any section, provision, subdivision, clause or part of this ordinance shall be adjudged invalid or held unconstitutional, that shall not affect the validity of this ordinance as a whole or any other part or provision contained herein.

PASSED and APPROVED this the 16 day of August, 1982.

THE CITY OF FULSHEAR

By: Donald L. Roberts
Mayor

ATTEST:

Carolyn Smith
City Secretary

VOTING

ALDERMEN:

E. DOZIER yes

V. RANDLE yes

S. WEST yes

N. BANKS yes

B. G. WALLING absent

ORDINANCE # 577

AN ORDINANCE CREATING THE OFFICE OF CHIEF OF POLICE PRESCRIBING THE DUTIES THEREOF, PROVIDING FOR ITS MAINTENANCE AND PRESCRIBING PENALTIES FOR VIOLATIONS. AND PROVIDING A SEVERANCE CLAUSE.

WHEREAS, Certain dangerous conditions may exist within the limits of the City of Fulshear, Texas, which constitute a danger to the citizens and the property within the City; and,

WHEREAS, the City desires to make every effort to correct any of said conditions before they shall cause a loss of life or property.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1. The office of Chief of Police is hereby created. Such office shall be independent of other city departments, the Chief of Police reporting directly to the Mayor and Board of Aldermen. Such office shall be filled by appointment by the Mayor, by and with the consent of the Board of Aldermen, within ten (10) days after this ordinance shall take effect. Chief of Police shall be properly qualified for the duties of his office, and shall be removed only for causes. He shall receive an annual salary of $ 18,200.00 dollars, payable in bi-monthly installments as full compensation for his services, on the 1st and 16th day of each month.

SECTION 2. The City of Fulshear does hereby confer on the Chief of Police, the duties of the statutory office of City Marshall as prescribed by law including but not limited to the following: Said Chief of Police shall, in person or by deputy, attend upon the corporation court while in session, and shall promptly and faithfully execute all writs and process issued from said court. He shall have like power, with the sheriff of the county, to execute warrants; he shall be active in quelling riots, disorder and disturbance of the peace within the city limits and shall take into custody all persons so offending against the peace of the city and shall have authority to take suitable and sufficient bail for the appearance before the corporation court of any person charged with an offense against the ordinance or laws of the city.

It shall be his duty to arrest, without warrant, all violators of the public peace, and all who obstruct or interfere with him in the execution of the duties of his office or who shall be guilty of any disorderly conduct or disturbance whatever; to prevent a breach of the peace or preserve quiet and good order, he shall have authority to close any theatre, ball room or other place or building of public resort. In the prevention and suppression of crime and arrest of offenders, he shall have, possess and execute like power, authority, and jurisdiction as the sheriff. He shall enforce the Ordinances of the City of Fulshear. He shall perform such other duties and possess such other powers and authority as the City Council may by ordinance require and confer, not inconsistent with the Constitution and laws of this State.

SECTION 3. The Chief of Police, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing; and if he shall be of the opinion that there is evidence sufficient to charge any person with a crime, or with the attempt to commit a crime or of conspiracy to defraud, or criminal conduct in connection with such crime he shall cause such person to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names or witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

SECTION 4. The Chief of Police shall have the power to summon witnesses before him to testify in relation to any matter which is by the provisions of this ordinance a subject or inquiry and investigation. The said Chief of Police is hereby

authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses before him.

SECTION 5. All investigations held by or under the direction of the Chief of Police may in his discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

SECTION 6. The Chief of Police shall have the authority at all times of day or night, when necessary in the performance of the duties imposed upon him by the provisions of this ordinance, to enter upon and examine any building or premises where any crime has occurred, and other buildings and premises adjoining or near the same, which authority shall be exercised only with reason and good discretion.

SECTION 7. The Chief of Police, upon complaint of any person having an interest in any building or property adjacent and without any complaint, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within the city.

SECTION 8. This ordinance shall be effective and in full force from and after its passage and approval.

SECTION 9. The City of Fulshear having a population of less than 5,000 according to the last preceding Federal Census, does hereby dispense with The Statutory Office of City Marshall.

SECTION 10. If any section, provision, subdivision, clause or part of this ordinance shall be adjudged invalid or held unconstitutional, that shall not affect the validity of this ordinance as a whole or any part or provision contained herein.

PASSED AND APPROVED this the 16th day of August, 1982.

THE CITY OF FULSHEAR

BY: _____
Mayor

ATTEST:

_____
CITY SECRETARY

VOTING

ALDERMEN:

E. DOZIER yes

V. RANDLE yes

S. WEST yes

N. BANKS yes

B. G. WALLING Absent

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ord

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NO. 578

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FULSHEAR TO ENTER INTO A SERVICE AGREEMENT WITH THE FULSHEAR VOLUNTEER FIRE DEPARTMENT.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR, TEXAS.

SECTION 1. AGREEMENT

The Mayor of the City of Fulshear is hereby authorized to enter into an agreement with the Fulshear Volunteer Fire Department to extinguish fires and to prevent the occurrence of spread of such fires within the corporate limits of said City, to render first aid, to perform rescue operations, and to attend salvage operations associated with fires within said City and to any and all emergencies normally performed by a Volunteer Fire Department.

SECTION 2. TERM

Said agreement shall be for one (1) year term and shall continue in full force and effect from year to year, and may be terminated by either party at the conclusion of any one (1) year term.

SECTION 3. REGULATIONS

The Fire Department may adopt its own bylaws and elect officers and enforce its rules and such other authority provided by City of Fulshear ordinance or the laws of the State of Texas.

SECTION 4. COMPENSATION

There shall be no compensation paid for services rendered hereunder.

SECTION 5. SERVICE OUTSIDE CORPORATE LIMITS

The Fulshear Volunteer Fire Department shall have the right and authority to go outside the corporate limits of the City of Fulshear for the purpose of rendering aid to other Fire Departments, or extinguishing fires, or rendering aid in case of accident or other emergency.

PASSED AND APPROVED this the 23rd day of August, 1982.

THE CITY OF FULSHEAR

Jamie W. Roberts
Mayor

ATTEST:

By: Carolyn Smith
City Secretary

VOTING

ALDERMEN:

E. DOZIER yes

V. RANDLE yes

S. WEST yes

N. BANKS yes

B.G. WALLING absent

copy

ORDINANCE 579

AN ORDINANCE CREATING A MUNICIPAL COURT FOR THE CITY OF FULSHEAR; PROVIDING A JUDGE; PROVIDING A CLERK; ESTABLISHING THE PROCEDURE; ESTABLISHING BONDS AND THE FORFEITURE; SETTING THE COST AND FINES; AND DECLARING AN EMERGENCY; PROVIDING FOR A SEVERABLITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR;

SECTION 1. CREATION

There is hereby created in this City a Court to be known as "The Municipal Court in Fulshear, Texas".

SECTION 2. JURISDICTION

The Municipal Court has jurisdiction within the territorial limits of the City of Fulshear, Texas, in all criminal cases arising under the Ordinance of the City, and has concurrent jurisdiction with any Justice of the Peace in any precinct in which the City is or may be situated, in all criminal cases arising under the criminal laws of this State, in which punishment is fine only, and when the maximum of such fine may not exceed $200.00, and arising within the territorial limits of the City.

SECTION 3. PRESIDING OFFICER

A. The office of Judge of the Municipal Court, shall be filled by appointment by the Mayor and confirmation by the Board of Alderman, and he shall be know as the "Judge of the Municipal Court", and hereinafter be called "Judge".

B. A temporary replacement for the Judge shall be made by the Board of Alderman as provided by law.

C. The Judge or temporary Judge shall be paid the sum of None payable monthly.

SECTION 4. CLERK

A. Appointment: The City Secretary shall serve as the Clerk of the Municipal Court and shall be known as the "ex-officio Clerk of the Municipal Court", hereinafter called "Clerk". When ever the Board

of Alderman shall deem it necessary the City Secretary may appoint a deputy with the same power as the City Secretary acting as Clerk. The City Secretary and the deputy clerk of the Municipal Court shall hold this office during the term the City Secretary holds office.

B. Duties: It shall be the duty of the Clerk of the Municipal Court to keep minutes of the proceedings of the said Court, issue all process, and generally perform all the duties of the Clerk of a Court as presecribed by law for a County Clerk in so far as the same may be applicable.

SECTION 5. OTHER OFFICERS

A. City Attorney: All prosecutions in the Municipal Court shall be conducted by the City Attorney. If there is no City Attorney, or if the City Attorney should be absent, sick or unable to act from any cause, then the County Attorney of the County in which the offense is alleged to have happened shall conduct the prosecutions in the Court for his portion of the County lying within the City until the City Attorney shall be qualified and able to act. In case of necessity, where the County Attorney is unable or un-willing to act, the Judge has the authority to appoint any competent attorney to conduct any proceedings of any kind in this Court, but his appointment shall be only temporary.

B. Bailiff: The Chief of Police or any Policeman of the City when directed by the Chief of Police shall act as the Bailiff of the Municipal Court, to maintain order and to take charge of prisoners who may be convicted of any violation by the Court, and to act with the usual duties of Bailiff. If there be no Chief of Police or policeman in the City, the Judge shall appoint any law enforcement officer of Fort Bend County, Texas, or The State of Texas, to be the Bailiff of the Municipal Court while it is in session.

SECTION 6. SEAL

The Court shall have a Seal with a star with five points in the center and the words "Municipal Court in Fulshear, Texas", the impression of which shall be attached to all papers issued out of

said Court except subpoenas, and shall be used to authenticate the official acts of the Clerk and the Judge.

SECTION 7. PROSECUTIONS TO BE COMMENCED BY COMPLAINT; COMPLAINT TO BE SWORN TO

All prosecutions for violations of the Ordinances of the City or violations of the Criminal laws of the State of Texas, within the territorial limits of the City, and over which this Court has jurisdiction shall be commenced by Complaint, which shall begin: "In the name and by the authority of the State of Texas", and shall conclude, "Against the peace and dignity of the State", and if the violation is only covered by ordinance, it shall set forth specifically and with reasonable certainty, the particular act or omission with which the defendant is charged with violating and shall be sworn to by the person making the complaint before any officer authorized to administer oaths, or before the Judge, Clerk of the Court, or deputy, City Secretary or City Attorney, each of whom, for that purpose, shall have power to administer oaths.

SECTION 8. TERM

The Municipal Court shall have no term of Court, but may sit at any time for the transaction of the business of the Court. The Clerk of the Court shall, under the supervision of the Municipal Judge, not less that fourteen (14) days prior to January 1st of each year, designate in writing, at least two (2) days in each month, for each of the succeeding six (6) month period, for appearance day and calling of the docket for all matters.

The exact time for appearance and docket call to be set on each day at regular intervals is to be determined by the Judge, but beginning on each day so designated at 9:00 A.M.

SECTION 9. ISSUANCE OF WARRANT UPON FILING OF COMPLAINT; EXECUTION

When any complaint shall be filed as is provided for in this ordinance, the Judge shall issue his warrant of arrest which shall be executed by the Chief of Police, or any Policeman in a like manner as similar Process in Justice Court may be executed by the Sheriff; provided, however, if there is no local Policeman employed by the City,

the warrant of arrest may be executed by any law enforcement officer of Fort Bend County, Texas, of the State of Texas; and, further provided, that each defendant shall be entitled to at least one day's notice of any complaint against him if such time be demanded. The provision of this ordinance for the issuance of a warrant for arrest shall not apply to any complaint where the defendant has signed an agreement to appear before the Court on a given day, until after the defendant has failed to appear on the date agreed on. Nothing in this section shall be construed as to prevent the Chief of Police, any Policeman of the City, or any other authorized law enforcement officer from making arrests without warrant for any violation of any law or ordinance of the City, when committed in his presence or view.

SECTION 10. BAIL ON ARREST, BOND, RECOGNIZANCES, ETC.

The Judge shall have the power to take recognizances, admit to bail, and forfeit recognizances and bail bonds, under the rules and regulations as now govern the taking and forfeiting of the same as in the County Court. Any person arrested for violation of any Ordinance of the City, or for the violation of any law of which the Municipal Court has jurisdiction, may be admitted to bail on his own recognizance or upon executing a bond, payable to the City, with sufficient security to be approved by the Judge, or a cash bond in an amount to be determined by the Judge, conditioned that he will appear upon a day, and at an hour therein named, before the Municipal Court to answer for the violation of the ordinance or law of which he is accused, and there to wait at his trial, and shall appear from day to day and from time to time until the case is finally disposed of. Such bond is to be turned over to the Clerk of the Court and filed in the Clerk's office. The Judge may designate the Court Clerk to approve and accept Bail Bonds posted for offenders conditioned as above provided.

SECTION 11. FORFEITURE OF BAIL BOND

Whenever a person is bound by a Bond as mentioned in the preceding section of this ordinance and his name shall be called at the door of the courtroom on the day and time designated in such

bond, or any time during any day thereafter, when the case shall be reached on the docket, and he shall fail to appear, the forfeiture of such bond shall be taken.

SECTION 12. MANNER OF FORFEITURE OF BOND

A surety bond shall be forfeited in the Municipal Court in the same manner as in the Court of a Justice of the Peace, but no final judgment shall be entered against the parties to such Bond until such parties have been served a writ of scire facias requiring them to appear or show cause in 20 days after the service of such writ, why judgment nisi should not be made final against them.

A cash bond shall be forfeited as prescribed by the preceding section of this ordinance. When such bond is forfeited, the cash held under such bond shall be paid into the City Treasury.

Upon forfeiture of any bond provided herein the Judge or Clerk may issue a Capias for the arrest of the defendant.

SECTION 13. DOCKET

The Judge or the Clerk of the Corporation Court shall keep a docket in which there shall be entered the proceedings, trials and examinations for criminal offenses had before him, which docket shall show:

1. The Style of Action;
2. The Nature of the offense charged;
3. The date of the issuance of the warrant and the return made thereon;
4. The time when the examination and trial was had, and if the same was a trial, whether by jury or not;
5. The Verdict of the jury, if any;
6. Judgment of the Court;
7. Motion for new trial, if any, and the return of the Court thereon;
8. Notice of appeal, if any; and,
9. The time when and the manner in which the judgment was in force.

SECTION 14. PLEAS

When a defendant is brought before the Court, the Judge shall inform him of his right to a jury trial and Counsel. The defendant shall also be advised of his right to make a statement as to the charge against him, and inform the defendant that he is not required to make a statement, and that any statement made by him may be used against him.

The defendant shall be given the opportunity of making a plea on the charges against him, which shall be a plea of guilty, not guilty or Nolo Contendere (the term means "I will not Contest"). If the defendant refuses to make a plea, the Judge must enter a plea of not guilty for the defendant.

SECTION 15. DOCKET PROCEDURE

Each defendant shall appear before the Municipal Court on the appearance day noted in the citation, or as set by the Court on the arrest of the defendant. At the time of the appearance the Court shall call each case according to its number on the docket. When each case is called the defendant shall enter a plea before the Court on the charges against him and state whether he request a jury as herein provided in this ordinance. After the whole docket has been called and each defendant has made a plea, the Court shall proceed to make 3 separate dockets in numerical order for the defendant's entering a plea of guilty or nolo contendere; a plea of not guilty without a jury; and, a plea of not guilty and request for a jury. If the number of cases on the docket is so great that the Judge can determine that all of them can-not be heard on the day of appearance, he shall make a trial setting on a future date at the time the plea is entered by the defendant.

After all of the defendants have made their plea before the Court the Judge shall proceed to hear each case separately in the order of the docket numbers, with the guilty pleas and nolo contendere pleas first, the not guilty pleas without a jury second, and the jury cases last.

Any defendant shall be entitled to appear before the Clerk of the Municipal Court prior to the appearance day named in the Citation or made by the Court and enter his application for a jury to hear his case and upon such appearance the Clerk shall enter his name on the jury docket and the defendant will be given a day for his appearance and trial before a jury.

The Judge may, for good cause shown, continue any case pending before him from day to day or postpone the case to some future day.

SECTION 16. JURY

In the case where the defendant shall enter a plea of not guilty and make application for a jury trial the Court shall proceed to hear such case before a jury of 6 jurors. The selection of such jurors shall be made by the Judge instructing the Bailiff, or Policeman in the City to summon six disinterested parties or persons who are qualified voters in the City to act and serve as jurors. The jury shall be sworn in en-mass and the State and defendant shall be entitled to examine the jury in the manner proved by the Penal Code of this State, being allowed to make any number of challenges. If the number of jurors is not sufficient, the Judge shall direct the proper officer to summon an additional number of qualified prospective jurors.

If a trial is conducted with a jury, the jury shall be the exclusive judges of the law as well as the facts, and the jury shall assess the fine against the defendant in all cases when the same is not absolutely fixed by law to some particular penalty.

Any person summoned to serve as a juror who shall fail or refuse to attend without good cause shown may be fined by the Court in any sum not exceeding $20.00.

Municipal Court jurors shall be paid five ($5.00) dollars for each day of service in accordance with Article 2122, V.T.C.S.

SECTION 17. WITNESSES

The Judge is authorized to subpoena witnesses, and order their arrest, attachment, or imprionment for contempt of Court, when they fail or refuse to appear and give testimony, in the same manner as the rules for enforcing the attendance of witness in Criminal cases tried in the Justice of the Peace Court, so far as applicable. Every defendant has the right to have compulsory process for obtaining witnesses.

Process to compel the appearance of witnesses shall be issued by the Judge or the Clerk of the Court upon the application of the City Attorney, Complainant, or of the person charged, and such process when issued shall be delivered to the Chief of Police or Policeman in the City or other law enforcement officer in Fort Bend County, Texas, or the State of Texas, for service on the person named in the subpoena.

The authorized officer of the Court shall administer to each witness an oath before said witness shall testify before the Court, and if said witness shall fail or refuse to appear and testity the Judge may fine such witness not exceeding $100.00 for contempt of Court, and the witness may be attached and imprisoned until he makes such statement.

Witnesses shall be paid $1.50 per day for each day they are in attendance upon the Court and .06 cents for each mile they may travel in going to and returning from the place of trial. No fee shall be allowed to a person as witness fee unless such person has been subpoenaed, attached or recognized as a witness in the case.

SECTION 18. TRIAL PROCEDURE

The Municipal Court in Fulshear, Texas, shall follow, as close as practicable, the following order for trials where the defendant enters a plea of not guilty:

1. The prosecuting attorney shall state to the Judge or jury the nature of the accusation and read the complaint against the defendant and relate the facts which are expected to be proved by the State in support thereof;

2. The testimony on the part of the State is offered;

3. The nature of the defenses relied upon and the facts expected to be proved in their support are stated by defendant's counsel;

4. The testimony on the part of the defendant is offered;

5. Rebutting testimony on the part of the defense and prosecution is offered;

6. The defense attorney makes his concluding arguments to the Court or jury;

7. The prosecuting attorney has the right to make the concluding address to the Court or jury; and

8. The Court or jury shall render a decision of guilty or not guilty and assess the punishment , if any.

Both the prosecution and defense have the right to make a direct examination of their own witnesses and a cross-examination of opposing witnesses, as well as a redirect and recross examination of witnesses.

Nothing herein shall be constructed to prohibit the defendant from acting as his own advocate, however, any person acting as the advocate for another before this Court must be a licensed attorney by The State of Texas.

In all cases before this Court the prosecution has the burden of proving the defendant guilty beyond a reasonable doubt. "Reasonable doubt" means that state of the case which, after the entire comparison and consideration of all evidence, leave the minds of Court of the jurors in that condition that they can-not say they feel an abiding conviction to a moral certainty of the truth of a charge. In case of reasonable doubt as to the defendant's guilt, he is entitled to be acquitted.

SECTION 19. SPECIAL EXPENSES

In accordance with the laws of this State, no costs shall be collected from any defendant on conviction by this Court except the following:

A. Jury Fees:

Whenever any defendant shall make application for a jury trial a special expense of $5.00 shall be levied and collected in addition to the fine imposed on conviction.

B. Warrant Fee:

If after due notice any defendant shall fail to appear in Court on the day and at the time set for his appearance, either by citation or in his bond and a warrant is issued for his arrest, a warrant expense of $7.50, plus all necessary and reasonable expenes incurred in his arrest shall be added and collected in addition to the fine levied by the Court on his conviction.

C. Witness Fee:

Upon conviction, the cost accruing from the attendance of witnesses shall be added as a special expense and collected against the defendant as follows:

The rate of $1.50 for each day each witness is in attendance upon the Court, plus .06 cents for each mile they may travel in going to and returning from the place of trial.

These special expenses shall be assessed against the defendant upon affidavit of such witnesses, or of some other credible person stating the number of days that such witness has attended upon the Court in the case, and the number of miles traveled in going to and returning from the place of trial. The affidavit shall be filed with the other papers of the file.

D. Appeal Fee:

When any defendant shall make an appeal from a conviction by the Municipal Court the added special expense of $5.00 for the filing of the papers in the appeal Court and the preparation of the transcript of the trial, shall be added to the fine assessed by the Municipal Court and collected if the defendant is found guilty in the County Court.

E. Other Special Expenses:

Any special expenses not enumerated in this Section 19 which is allowed or required by the laws of this State to be added to the fine and collected from the defendant upon conviction shall be allowed and collected in all cases tried by the Municipal Court in Fulshear, Texas, and paid pursuant to law.

SECTION 20. FINES

In addition to any special expenses to be taxed against a defendant upon conviction in the Municipal Court in Fulshear, Texas, the Judge shall levy a fine that he shall deem proper in an amount not to exceed $200.00 for such violation. In each of the following violations the Court shall levy and collect a fine of not less that the amount set opposite said violation:

Speeding Violations

Less than 10 mph over the limit	$ 31.00
10-14 mph " " "	$ 46.00
15-19 mph " " "	$ 61.00
20-34 mph " " "	$ 81.00
35-44 mph " " "	$ 106.00
45 or above mph " " "	Appear Before Judge

Impeding Traffic	$ 31.00
Unsafe Speed	$ 41.00
Fail to Control Speed	$ 41.00
Racing of Contest for Speed	$ 56.00
Exhibition of Acceleration	$ 56.00
Fleeing for a Police Officer	$ 56.00
Runnig Stop Sign or Signal Light	$ 41.00
Illegal, Unsafe or Improper Turn	$ 41.00
Fail to Yield Right-of-Way	$ 41.00
Passing in a No Passing Zone	$ 41.00
Wrong Side of Road or Wrong Way Violations	$ 41.00
Following too Closely	$ 41.00
Fail to Signal or Wrong Signal	$ 41.00
Fail to Drive in a Single Lane	$ 41.00
Defective or No Headlamp(s) or Tail Light(s)	$ 31.00
No or Defective License Plate Light; Unclean License Plate	$ 31.00
Fail to Display Motor Vehicle Inspection Certificate	$ 41.00
Expired Motor Vehicle Inspection Certificate	$ 26.00
Failure to Display Motor Vehicle Registration	$ 31.00
Display Fictitious License Plates	$ 56.00
Display Fictitious Motor Vehicle Inspection Certificate	$ 56.00
Permit Unlicensed Person or Minor to Drive	$ 31.00
No Driver's License	$ 56.00
Display Expired Driver's License	$ 31.00

Charges will be dismissed upon presentation of a valid Texas driver's license to the Court, provided this license was valid at the time the citation was issued, and is presented within ten (10 days from the date the citation was issued.

Violate Driver's License Restriction Code	$ 41.00
Running over fire hose	$ 56.00
Evidence of financial responsibility	$ 75.00

All Other Violations Not Listed Above..... Contact The Judge

If in the opinion of the Court the fine should be greater that this schedule, the Court has the right to assess such fine up to the legal maximum provided by law. Any violation against City Ordinances or Statutes of this State not provided in this schedule shall on conviction convey such fine as the Judge or Jury, as the case may be, seems proper, up to the legal maximum of $200.00 provided by law.

shall on conviction convey such fine as the Judge or jury, as the case may be, seems proper, up to the legal maximum of $200.00 provided by law.

SECTION 21. JUDGMENT

When the Judge or jury has rendered its verdict, the Judge shall immediately enter the proper judgment upon the Court docket. If the defendant is acquitted, he shall be forthwith released from custody and discharged from all further liability upon the charge for which he was tried. But if the defendant be convicted, the judgment will be entered that the State of Texas recover for the use and benefit of the City from the defendant the amount of the fine and all costs of the prosecution, and that the defendant, if present, be committed to jail until such fine and costs are paid; provided, however, the Judge is authorized to defer judgment until some other day fixed by order of the Court on the written request of the defendant and for good cause shown. The Judge may defer payment of the fine for a period of not more than 60 days and in the discretion of the Judge, the defendant may be permitted to remain at large on his own recognizance, or may require the defendant to post a bond in a sum at least double the amount of the fine and costs, conditioned that defendant and sureties, jointly and severally, will pay such fine and costs unlesss the defendant discharges the judgment on or before the day set in the order. If the defendant shall fail to appear and pay the judgment as provided, or if he is not present when the final judgment is rendered, the Judge shall issue a capias for the arrest of the defendant and shall commence proceeding to forfeit the bond, andy may order that execution be issued against the property of the defendant for the amount of such fines and costs.

SECTION 22. EXECUTION OF JUDGMENT

When a defendant is convicted of a violation in the Municipal Court of the City and his punishment is assessed at a pecuniary fine, if he is unable to pay the fine and costs adjudged against him, he may for such time as will satisfy the judgment be put to work in the work house, or the City farm, or streets, alleys or other public improvements, he shall be imprisoned in the city jail. The defendant

shall receive $5.00 for each day he shall serve time in the city jail, work house, farm or working on improvements as a credit on the full amount of the judgment assessed by the Court and shall remain confined until the judgment assessed by the Court and shall remain confined until the full amount of the judgment against him shall be satisfied or until he is discharged according to law.

If the City does not maintain a jail, or workhouse, or farm, the defendant shall be placed in the custody of the Sheriff of Fort Bend County, Texas, in which the offense was committed and there to remain until his judgment shall be satisfied at the rate of $10.00 each day of confinement, or until he shall be released according to law.

Rather than either of the foregoing manners of satisfying such judgment, the Judge may issue an execution against the defendant's property, other than exempt property, to satisfy the fine and costs assessed against the defendant.

SECTION 23. APPEALS

Every defendant convicted by the Municipal Court in Fulshear, Texas, has a right to appeal the judgment of the Court of the proper County Court of Fort Bend County, Texas, in which the violation occurred. This right of appeal shall never be abridged by the Judge or any officer of the Municipal Court and when the appeal has been perfected, the defendant shall receive a trial De-Novo on the violation of which he has been convicted by the Municipal Court.

SECTION 24. PROCEDURE FOR APPEAL

Any defendant shall be granted the right to appeal even though he may have entered a plea of guilty or Nolo Contendere in the Municipal Court, and provided, the defendant has not paid the fine and costs levied against him.

An appeal from the judgment of the Municipal Court must be made within 10 days from the date of judgment or denial of a new trial by filing a valid appeal bond with the Municipal Court.

After the filing of such appeal bond the Clerk of the Court will deliver all of the papers of the case, together with the appeal bond and a certified copy of all the proceedings had in the Municipal Court to the Clerk of the proper County Court.

SECTION 25. APPEAL BOND

On any appeal from a judgment of the Municipal Court, the defendant shall furnish a valid bond payable to the State of Texas, in an amount of not less than double the amount of fine and costs adjudged against the defendant, and in any event not less than the sum of $50.00; such bond must be approved by the Judge of the Municipal Court; the bond must recite that the defendant was convicted in the case being appealed and shall be conditioned that the defendant shall make his personal appearance before the Court appealed to instanter, if the Court is in session, or the next regular term, stating the time and place of holding the same and to remain from henceforth and answer in said cause in Court; and the bond must be signed by the defendant making such appeal. When the bond has been filed with the Judge and approved by him the appeal is perfected.

SECTION 26. JUDGMENT ON APPEAL

If the defendant is acquitted upon appeal, he is released immediately from custody, his appeal bond is to be returned to him and no costs or fine are to be levied or taxed against him. If the judgment of the Municipal Court is affirmed by the appeals Court, the fines and costs imposed upon appeal and in the Municipal Court are to be collected from the defendant, and the fines and costs of the Municipal Court are paid to the City. If the defendant shall fail to make his appearance on appeal, the appeal bond shall be forfeited and the fines and costs are to be remitted to the City in satisfaction of its judgment.

SECTION 27. NEW TRIAL

On motion by the defendant the Judge may, for good cause shown, grant a new trial to any person convicted before him for any violation of the ordinance of the City or laws of this State.

SECTION 28. REGULATION LAWS

The Municipal Court and Judge, in all matters pertaining to the administration of justice of which there are no provisions in this ordinance, shall be governed by the laws of this State regulating proceedings in justice of the peace courts so far as the same may be applicable.

SECTION 29. EMERGENCY

The fact that the rapid growth of this City and that we have employed a law enforcement officer and have a pressing need for the Municipal Court created by this ordinance, creates an emergency requiring the passage of this ordinance on the day of its introduction this 23 day of August, 1982.

SECTION 30. SEVERABILITY CLAUSE

If any section, provision, subdivision, clause or part of this ordinance shall be adjudged invalid or held unconstitutional, that shall not affect the validity of this ordinance as a whole or any other part or provision contained herein.

PASSED and APPROVED this the 23 day of August, 1982.

THE CITY OF FULSHEAR, TEXAS

BY: _____
Mayor

ATTEST:

_____
City Secretary

oting:
ldermen:
. Dozier yes
. Randle yes
S. West yes
. Banks yes
G Walling yes

ORDINANCE NUMBER 580

AN ORDINANCE DESIGNATING CERTAIN INTERSECTIONS A STOP INTERSECTIONS: PROVIDING FOR THE ERECTION OF STOP SIGNS AT ONE OR MORE ENTRANCES TO DESIGNATED INTERSECTIONS; PROVIDING FOR A FINE OF NOT MORE THAN $200.00 UPON CONVICTION OF A VIOLATION UNDER THIS ORDINANCE; DECLARING AN EMERGENCY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain highways within the City of Fulshear carry more than other highways, and,

WHEREAS, certain intersections within the City require traffic control devices by the erection of stop signs at points entering into said intersections, because of the traffic hazard at said intersections.

WHEREAS, certain highways should be designated School Zone areas.

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

SECTION I

A. The streets hereinafter named are hereby expressly designated as street within an urban district within the City and that the maximum speed limit of 30 miles per hour is established and determined for any vehicle traveling along any portion of these streets listed as follows:

- 2 Huggins Drive
- 2 Wallis Street
- 2 Harris Street
- 4 Wilson Street
- 4 Symms Street
- 4 Fifth Street
- 4 Fourth Street
- 2 Third Street
- 2 Second Street
- 2 First Street

-20

- 2 Red Bird Lane
- 2 Walker Lane
- 2 Oak Lane

-30

- 2 Shady Lane
- 2 Country Lane

20

Old Katy Fulshear Road

N line of Huggins - to City Line - 45/hr

S of Huggins - 30/hr

B. The Street hereinafter named are hereby expressly designated as a street within an urban district within the City and that the maximum speed limit of 45 miles per hour is established and determined for any vehicle traveling along any portion of the street listed as follows:

Bois D'Arc. (4)

SECTION II

The intersections hereinafter named are hereby expressly designated as stop intersections. A stop sign or stop signs shall be erected and maintained on the streets hereinafter named at their intersection with the streets also named, and every vehicle shall stop at such sign or at a clearly marked stop line before entering the hereinafter designated intersection on the streets hereinafter named, except when directed to proceed by a police officer.

On First Street at State Highway 359	(2)
On Second Street at State Highway 359	(2)
On Third Street at State Highway 359	(2)
On Fourth Street at State Highway 359	(2)
On Fifth Street at State Highway 359	(2)
On Wilson at Second Street	(4)
On Bois D'Arc Lane at F.M. 1093	(1)
On Old Fulshear-Katy Road at F.M. 1093	(1)
On Symms Road at F.M. 1093	(1)
On Wilson Street at F.M. 1093	(1)
On Fourth Street at Wilson Street	(4)
On Second Street at Symms at Southeast Corner	(1)
On Fifth Street at its Southwest corner at Houston	(1)
On Huggins at Northeast corner at Houston	(1)

SECTION III

A School Zone is hereby established and a maximum speed limit of 20 miles per hour is established and determined as the maximum reasonable speed for any vehicle traveling along Huggins Drive from its intersection with Houston Street to its intersection with Old Katy-Fulshear Road.

SECTION IV

The Mayor is authorized to post and maintain speed limit signs and stop signs along highways within the City of Fulshear, displaying the speed limit and stops provided by this Ordinance to vehicular traffic traveling along such highways.

SECTION V

No U-Turn shall be authorized within the Town of Fulshear

SECTION V I

Any person violating any of the provisions of this ordinance shall be guilty of a misdemeanor and shall be fined not more than $200.00 upon conviction of such violation.

SECTION VII

If any part of this ordinance or any requirement thereunder shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of any other part or other requirement herein.

SECTION VIII

This ordinance shall take effect and be in force from and after its publication by posting a copy thereof at the City Hall of said City. The ordinance shall be published in the official newspaper by law.

SECTION IX

The fact that certain of the intersections herein named are presently without any traffic control represents a danger to citizens of the City and a hazard to the operation of vehicles within the City causes an emergency, requiring the reading of an ordinance at more than one meeting to be dispensed with, therefore this ordinance shall be passed and approved on the date of its introduction and shall be enforceable from the date of its publication and posting at City Hall.

PASSED AND APPROVED this the 23rd day of August, 1982.

THE CITY OF FULSHEAR, TEXAS

By: J. Hayes Jamie W. Roberts

ATTEST:

Carolyn Smith
City Secretary

Voting

Aldermen:

E. Dozier Aye

N. Randle Aye

S. West Aye

N. Banks Aye

B. G. Walling Aye

ORDINANCE NO. 581

AN ORDINANCE RELATING TO RATES TO BE CHARGED BY HOUSTON LIGHTING & POWER COMPANY FOR ELECTRIC UTILITY SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF FULSHEAR , TEXAS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR A REPEALER AND FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS on or about June 19, 1982, Houston Lighting & Power Company (the "Company"), filed with the City of Fulshear a Statement of Intent and Petition for Authority to Change Rates relating to electric utility service, and proper notice thereof was duly given; and

WHEREAS, by Resolution No. 101, the City Council suspended the effective date of such proposed rate increase; and

WHEREAS, the City Council, having considered the Company's rate increase at a public hearing for which proper notice was duly given, finds that such request is excessive; and

WHEREAS, the City Council having original jurisdiction over the matter finds that a lesser increase in rates should be prescribed for the Company; NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR:

Section 1. The City Council of the City of Fulshear hereby finds the requested rates of the Company to be excessive and unreasonable.

Section 2, The City Council of the City of Fulshear hereby additionally finds and determines the following:

Section 3. The City Council of the City does hereby accept the testimony of Harvey L. Winkelmann and Jane K. Wilton and that the testimony and data therein recited are true and correct.

I. Findings

1. Cost of Service

The revenue requirement of the Company is $3,529,921,000.00. Adjustments were made to Fuel, Operations & Maintenance, Extraordinary Amortization, Depreciation, Other Taxes, Franchise Fees, Federal Income Taxes and Return Component.

a. Operations and Maintenance Expenses

Adjustments to the Company's O & M expenses amounted to $7,260,000.00. The major adjustments include reductions in salaries and wages expense of $2,695,000.00, employee benefits of $291,000.00, wheeling cost and

line loss of $818,000.00, amortization of deferred charges of $241,000.00, $2,922,000.00 for other Operations & Maintenance expenses, $498,000.00 for uncollectibles, $422,000.00 for liquid metal breeder reactor accrual, and $122,000.00 for South Texas Project litigation fees, and an addition of $749,000.00 for Electric Power Research Institute support.

b. Federal Income Taxes

The adjustment to the Cost of Service for Federal Income Taxes is a reduction of $30,673,000.00.

c. Other Taxes and Fees

The total adjustment for all taxes other than federal income taxes is a reduction of $2,409,000.00. The components of this adjustment are the Public Utility Commission fee, State gross receipts taxes, ad valorem taxes, and payroll taxes. An additional reduction of $2,621,000.00 for local franchise fees was also made.

d. Return

The rate of return on equity is 16.95 percent. The rate of return on invested capital is 12.73 percent and the return on the adjusted value of invested capital is 8.25 percent.

2. Invested Capital

The invested capital is determined to be $3,953,996,000.00.

3. Adjusted Value of Invested Capital

The adjusted value of invested capital is $6,103,672,000.00. The adjusted value of invested capital includes $943,643,000.00 for construction work in progress, $60,409,000.00 for nuclear fuel in process and $3,193,000.00 for property held for future use.

4. Revenue Deficiency

The overall revenue deficiency is $181,561,000.00.

II. Conclusions

1. The City has original jurisdiction over this case pursuant to Section 43 of the Public Utility Regulatory Act, TEX. REV. CIV. STAT. ANN., art. 1446c (1980).

2. The Company has the burden of establishing its revenue deficiency under its present rates and of establishing the amount of such deficiency that will be collected under its proposed rates pursuant to Section 40 (b) of the Public Utility Regulatory Act.

3. The rates prescribed herein will allow the Company to recover its operating expenses together with a reasonable return on its

invested capital, pursuant to provisions of Section 39 of the Public Utility Regulatory Act.

4. The rates prescribed herein will yield no more than a fair return upon the adjusted value of the invested capital used and useful by the Company in rendering service to the public as provided by Section 40(a) of the Public Utility Regulatory Act.

5. The Tariff for Electric Service set forth in Exhibit "A" provides just and reasonable and not unreasonably preferential, prejudicial, or discriminatory rates, as provided by Section 38 of the Public Utility Regulatory Act.

Section 3. The City Council hereby determines prescribes, establishes and authorizes increased rates for sale or supply of electric service by the Company within the corporate limits of the City of . Such increased rates are hereby fixed as set out in Exhibit "A", which is attached hereto, incorporated herein by this reference and made a part hereof for all purposes. Such increased rates shall take effect for electric utility service provided from and after October 19, 1982. The Company shall be authorized to collect such rates until such time as they may be changed, modified, amended or withdrawn in accordance with applicable statutes and ordinances.

Section 4. The City Council hereby authorizes and directs the City Secretary to serve the Company with a certified copy of this ordinance which is the final determination and order of the City.

Section 5. The Company shall, within ten days following the final passage and approval of this ordinance and thereafter whenever required by applicable statutes and ordinances and whenever requested by the Mayor of the City file a complete schedule of rates and tariffs with the said Mayor setting forth all of the Company's rates and charges for utility service then in effect.

Section 6. Nothing contained in this ordinance shall be construed now or hereafter as limiting or modifying, in any manner, the right and power of the City under the law to regulate the rates and charges of the Company.

Section 7. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 8. In the event that the Company appeals from this order setting electric rates for the Company, the City hereby waives written notice of the hearing before the Public Utility Commission of Texas ("PUC") on such appeal. Further, the City has no objection to the consolidation of any such appeal with the unincorporated area rate setting proceeding under which the PUC has original jurisdiction.

Section 9. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 10. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 11. There exists a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this 23rd day of August, 19 82, and shall be a final order of the City Council upon the subject matter thereof immediately upon its passage and approval by the Mayor.

PASSED this 23 day of August, A.D. 19 82.

APPROVED this 23 day of August, A.D. 19 82.

CITY OF FULSHEAR

By: James D Roberts

Mayor of the City of Fulshear

ATTEST:

By: Carolyn Smith

City Secretary

Voting

Aldermen:

E. DOZIER YES

V. RANDLE YES

S. WEST YES

N. BANKS YES

B. G. WALLING YES

ORDINANCE NO. 582

AN ORDINANCE EXTENDING THE
EXTRA TERRITORIAL JURISDICTION OF
THE TOWN OF FULSHEAR, TEXAS

WHEREAS, heretofore, on the 3 day of September, 1982 Jamie W. Roberts, Mayor, of the Town of Fulshear, Texas submitted to the Board of Alderman, a petition executed by persons who are all of the owners of the area of the hereinafter described property; and

WHEREAS, on September 3, 1982 at 5:30 P.M. in the City Council Chambers at 30619 F.M. 1093 in the Town of Fulshear, Texas a hearing was held pursuant to petition application and every person interested in the extension of the Extra Territorial Jurisdiction of the Town of Fulshear over such territory was given an opportunity to appear and be heard, after which hearing the Town of Fulshear, Texas, considered all the testimony of the persons appearing thereto and did determine that such property herein described is proper to consider for inclusion within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and an ordinance was passed as follows:

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

Section I. Based on the testimony of witnesses and parties appearing at the hearing held in the City Council Chambers at 30619 F.M. 1093, in the Town of Fulshear, Texas, at 5:30 P.M. on September 3, 1982 , the Board of Alderman does hereby expressly determine and find the following:

1. The Board of Alderman does find that the petition for extension of Extra Territorial Jurisdiction of the Town of Fulshear over the lands herein described in Section III is executed by all of the owners of the lands herein described in Section III.

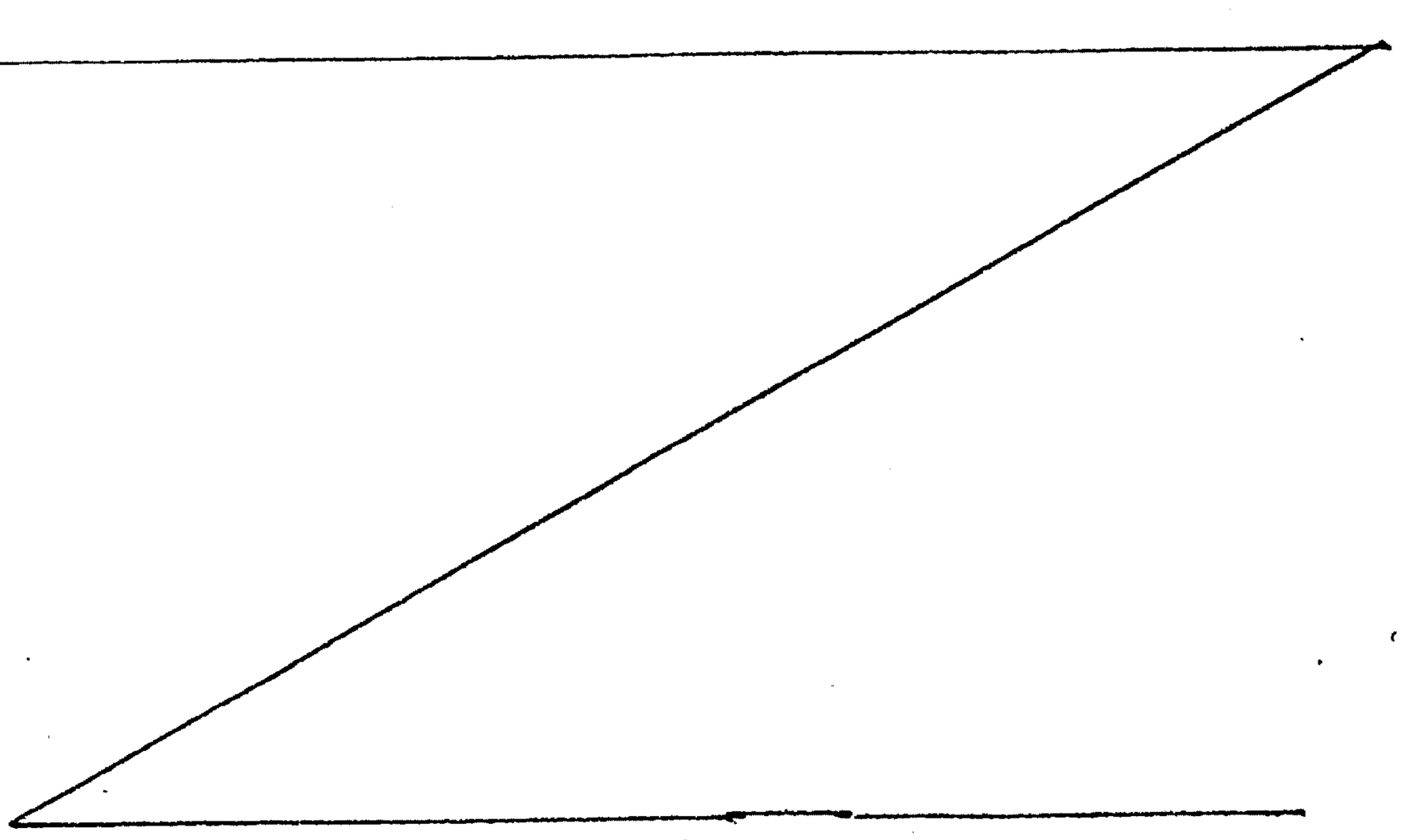
2. The Board of Alderman does find that the lands petitioned to be included within the Extra Territorial Jurisdiction of the Town of Fulshear and hereinafter described in Section III

do adjoin and are contiguous to the present City limits and/or Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

3. The Board of Alderman does find that there are no claims that any part of such lands are territory hereinafter described in Section III is in conflict with the Extra Territorial Jurisdiction of any other city.

Section II. That by virtue of the authority vested in The Town of Fulshear, Texas, as a General Law City under the laws of the State of Texas, and by adoption of Title 28, of Vernon's Annotated Civil Statutes of the State of Texas, and particularly Vernon's Ann. Civ. St., Art. 970a, the lands and territory described in Section III hereof be and the same is hereby included in the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and said lands and territory shall hereinafter be included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

Section III. That the lands and territory included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, by this ordinance is described by metes and bounds as follows, to-wit:



METES AND BOUNDS DESCRIPTION
1,406.6354 (CALLED 1,409.356 ACRES)
JORDAN TRACT
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 1,406.6354 acres (called 1,409.356 acres) located in Fort Bend and Waller Counties, out of the J. D. Vermillion Survey, A-339, G. Bennet Survey, A-611, H. &. T. C. R. R. Survey, A-732 in Fort Bend County, Texas. Also out of the H. & T. C. R. R. Survey, A-416, H. & T. C. R. R. Survey, Section 75, A-155 and the Nathan Brookshire Survey, A-14 in Waller County, Texas, said 1406.6354 acres being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the southeast corner of a 137.4846 acre tract (called 137.5 acres, as per Deed Recorded in Vol. 277, Pg. 441, F.B.C.D.R.) and also being in the west boundary line of Harrison (North) Tract One as shown on latest map of the Town of Fulshear;

THENCE, due west, leaving the Extra Territorial Jurisdiction Line of the Town of Fulshear, and along the south boundary line of said 137.5 acres, a distance of 2,638.89 feet to it's southwest corner, same being the southwest corner of the tract herein described, also being on the west line of Section 105 of the H. & T. C. R. R. Co. Survey;

THENCE, due north, along the west line of said Section 105 of the H. &. T. C. R. R. Co. Survey, at a distance of 2,269.45 feet pass the northwest corner of said 137.5 acres, same being the southwest corner of a 109.9398 acre tract (called 110 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) and a total distance of 2,435.78 feet, more or less, to the northeast corner of a called 1,316.47 acre tract as per Deed recorded in Vol. 671, Pg. 310, F.B.C.D.R., same being an interior corner of the tract herein described;

THENCE, due west, along the north boundary line of said 1,316.47 acre tract, a distance of 6,255.56 feet to a point on the west boundary line of the H. & T. C. R. R. Survey, A-732, Section 75, said point also being in the east line of the Nathan Brookshire Survey, A-14, and also being the northwest corner of said 1,316.47 acre tract for a corner of the tract herein described;

THENCE, due north, along the west boundary line of said Section 75, same being the east boundary line of the Nathan Brookshire Survey, a distance of 2,454.17 feet to the southeast corner of a 21.0224 (called 21 acres) acre tract as recorded in the Waller County Deed Records;

THENCE, due west, along the south boundary line of said 21 acres, a distance of 956.94 feet to it's southwest corner, same being a corner of the tract herein described;

THENCE, due north, along the west boundary line of said 21 acres, a distance of 956.94 feet to the northwest corner of said 21 acres, same being the northwest corner of the tract herein described;

THENCE, due east, at a distance of 956.94 feet, to the westerly common corners of said Section 75 and the H. H. Pennington Survey, A-322, Section 76;

THENCE, continuing due east, along the south boundary line of said Section 76, same being the north boundary line of said Section 75, a total distance of 7,212.50 feet to a point in the west line of the H. & T. C. R. R. Survey, A-261, Section 105, same being the northeast corner of said H. & T. C. R. R. Survey, A-732, Section 75, for an interior corner of the tract herein described;

THENCE, due north, along the west boundary line of said Section 105, a distance of 1,537.75 feet, more or less, to it's northwest corner, same being the northwest corner of a 200.1070 acre tract (called 200 acres) off the north end of said Section 105, Block 1, H. & T. C. Railway Company Survey in Waller and Fort Bend Counties, Texas (Waller County, A-416 and Fort Bend County, A-261), as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due east, along the north line of said Section 105, a distance of 2,640.30 feet to the northeast corner of said Section 105, same being a corner of the tract herein described;

THENCE, N 89° 40' E, along the north line of the 159.8873 acre tract (called 160 acres, as per Deed recorded in Vol. 208, Pg. 633, F.B.C.D.R.) said line also being the north line of the G. Bennett Survey, A-611, Section 106, a distance of 2,640.00 feet to the northeast corner of said Section 106, same being the northwest corner of a called 75.856 acre tract as per Deed recorded in Vol. 416, Pg. 572, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due east, along the north line of the J. D. Vermillion Survey, A-339, a distance of 1,910.87 feet to the northeast corner of said 75.856 acre tract, same being the most northerly east corner of the tract herein described, also being the most northerly west corner of the Extra Territorial Jurisdiction of the Town of Fulshear;

THENCE, due south, along the east boundary line of said 75.856 acre tract, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 2,002.77 feet to an interior corner of the tract herein described, same being the southeast corner of the last aforementioned 75.856 acre tract;

THENCE, due east, a distance of 883.57 feet (called 879.28 feet, as shown in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to the northeast corner of a 200.2939 acre tract (called 200 acres, as per Deed recorded in Vol. 251, Pg. 551, F.B.C.D.R.) said corner also being the most easterly northeast corner of the tract herein described;

THENCE, due south, along the east boundary line of said aforementioned 200 acres, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 3,122.20 feet to the southeast corner of said 200 acres, also the most easterly southeast corner of the tract herein described;

THENCE, due west, along the south boundary line of said 200 acres, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 2,794.44 feet to the southwest corner of said 200 acres, same being a corner of the tract herein described;

THENCE, due north, continuing along the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the west boundary line of said 200 acres, and also being in the east boundary line of the Harrison (North) Tract One, a distance of 2,485.00 feet (called 2445.70 feet, as shown in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to an interior corner of the tract herein described;

THENCE, S 89° 40' W, continuing along the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the south boundary line of aforementioned 160 acres recorded in Vol. 208, Pg. 633, F.B.C.D.R., also being the north boundary line of said Harrison (North) Tract One, a distance of 2,640.00 feet (called 2533.40 feet in the latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to an interior corner of the tract herein described;

THENCE, due south, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being in the west boundary line of said Harrison (North) Tract One, at a distance of 661.39 feet pass the southeast corner of said 200.1070 acre tract (called 200 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) at a distance of 2,475.19 feet (called 2,398.52 feet in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) pass the southeast corner of a 109.9398 acre tract (called 110 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) same being the northeast corner of said 137.5 acres and a total distance of 4,744.64 feet (called 5,165.48 feet in latest map of Extra Territorial Jurisdiction of the Town of Fulshear), for a corner and POINT OF BEGINNING of the tract herein described, containing within these metes and bounds 1,406.6354 acres, more or less.

Section IV. The City Engineer is authorized and directed to make additions and corrections to the map of the Town of Fulshear, Texas, showing the territory covered by this ordinance and the number of this ordinance, and deliver a copy of such map to the City Secretary, all in accordance with the conditions and requirements of Vernon's Ann. Civ. Art. 971a.

PASSED and APPROVED this 3 day of September, 1982.

THE TOWN OF FULSHEAR, TEXAS

By: _____
Jamie W. Roberts
Mayor

ATTEST:

By: _____
City Secretary

Voting

Alderman:

E. DOZIER YES
V. RANDLE YES
S. WEST YES
N. BANKS YES
B. G. WALLING Absent

orig

CERTIFICATION OF PETITION FOR EXTENSION OF EXTRA TERRITORIAL JURISDICTION

TO THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR

Gentlemen:

Be advised that on this date a petition has been received by this office from owners of properties adjoining the limits of this Town for the extension of Extra Territorial Jurisdiction over certain territories described in such petition.

After examination of such petition, I am in a position to certify to you that all of the owners within the territory described in the petition, have requested their lands and territory be subject to the Extra Territorial Jurisdiction of the Town of Fulshear.

Sincerely,

Jamie W. Roberts
Mayor

DATED this 3rd day of September, 1982.

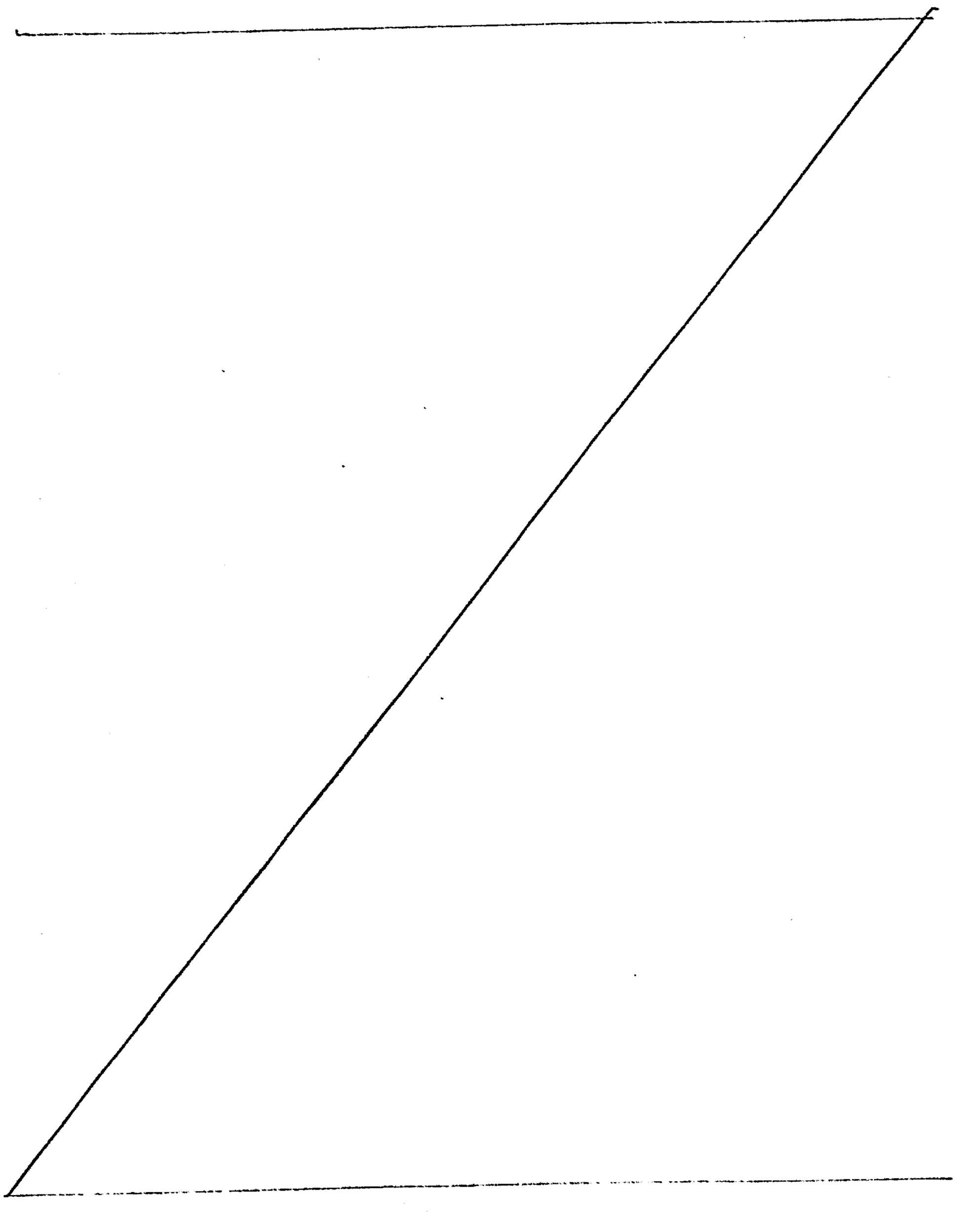
orig

PETITION FOR EXTENSION OF EXTRA TERRITORIAL JURISDICTION

To The Board of Aldermen

Gentlemen:

According to the provisions of Annexation Statutes provided in Vernon's Annotated Civil Statutes, specifically Article 970a, we the undersigned are all of the owners of property contiguous to the Extra Territorial Jurisdiction of the Town of Fulshear, and described as follows, to-wit:



METES AND BOUNDS DESCRIPTION
1,406.6354 (CALLED 1,409.356 ACRES)
JORDAN TRACT
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 1,406.6354 acres (called 1,409.356 acres) located in Fort Bend and Waller Counties, out of the J. D. Vermillion Survey, A-339, G. Bennet Survey, A-611, H. &. T. C. R. R. Survey, A-732 in Fort Bend County, Texas. Also out of the H. & T. C. R. R. Survey, A-416, H. & T. C. R. R. Survey, Section 75, A-155 and the Nathan Brookshire Survey, A-14 in Waller County, Texas, said 1406.6354 acres being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the southeast corner of a 137.4846 acre tract (called 137.5 acres, as per Deed Recorded in Vol. 277, Pg. 441, F.B.C.D.R.) and also being in the west boundary line of Harrison (North) Tract One as shown on latest map of the Town of Fulshear;

THENCE, due west, leaving the Extra Territorial Jurisdiction Line of the Town of Fulshear, and along the south boundary line of said 137.5 acres, a distance of 2,638.89 feet to it's southwest corner, same being the southwest corner of the tract herein described, also being on the west line of Section 105 of the H. & T. C. R. R. Co. Survey;

THENCE, due north, along the west line of said Section 105 of the H. &. T. C. R. R. Co. Survey, at a distance of 2,269.45 feet pass the northwest corner of said 137.5 acres, same being the southwest corner of a 109.9398 acre tract (called 110 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) and a total distance of 2,435.78 feet, more or less, to the northeast corner of a called 1,316.47 acre tract as per Deed recorded in Vol. 671, Pg. 310, F.B.C.D.R., same being an interior corner of the tract herein described;

THENCE, due west, along the north boundary line of said 1,316.47 acre tract, a distance of 6,255.56 feet to a point on the west boundary line of the H. & T. C. R. R. Survey, A-732, Section 75, said point also being in the east line of the Nathan Brookshire Survey, A-14, and also being the northwest corner of said 1,316.47 acre tract for a corner of the tract herein described;

THENCE, due north, along the west boundary line of said Section 75, same being the east boundary line of the Nathan Brookshire Survey, a distance of 2,454.17 feet to the southeast corner of a 21.0224 (called 21 acres) acre tract as recorded in the Waller County Deed Records;

THENCE, due west, along the south boundary line of said 21 acres, a distance of 956.94 feet to it's southwest corner, same being a corner of the tract herein described;

THENCE, due north, along the west boundary line of said 21 acres, a distance of 956.94 feet to the northwest corner of said 21 acres, same being the northwest corner of the tract herein described;

THENCE, due east, at a distance of 956.94 feet, to the westerly common corners of said Section 75 and the H. H. Pennington Survey, A-322, Section 76;

THENCE, continuing due east, along the south boundary line of said Section 76, same being the north boundary line of said Section 75, a total distance of 7,212.50 feet to a point in the west line of the H. & T. C. R. R. Survey, A-261, Section 105, same being the northeast corner of said H. & T. C. R. R. Survey, A-732, Section 75, for an interior corner of the tract herein described;

THENCE, due north, along the west boundary line of said Section 105, a distance of 1,537.75 feet, more or less, to it's northwest corner, same being the northwest corner of a 200.1070 acre tract (called 200 acres) off the north end of said Section 105, Block 1, H. & T. C. Railway Company Survey in Waller and Fort Bend Counties, Texas (Waller County, A-416 and Fort Bend County, A-261), as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due east, along the north line of said Section 105, a distance of 2,640.30 feet to the northeast corner of said Section 105, same being a corner of the tract herein described;

THENCE, N 89° 40' E, along the north line of the 159.8873 acre tract (called 160 acres, as per Deed recorded in Vol. 208, Pg. 633, F.B.C.D.R.) said line also being the north line of the G. Bennett Survey, A-611, Section 106, a distance of 2,640.00 feet to the northeast corner of said Section 106, same being the northwest corner of a called 75.856 acre tract as per Deed recorded in Vol. 416, Pg. 572, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due east, along the north line of the J. D. Vermillion Survey, A-339, a distance of 1,910.87 feet to the northeast corner of said 75.856 acre tract, same being the most northerly east corner of the tract herein described, also being the most northerly west corner of the Extra Territorial Jurisdiction of the Town of Fulshear;

THENCE, due south, along the east boundary line of said 75.856 acre tract, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 2,002.77 feet to an interior corner of the tract herein described, same being the southeast corner of the last aforementioned 75.856 acre tract;

THENCE, due east, a distance of 883.57 feet (called 879.28 feet, as shown in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to the northeast corner of a 200.2939 acre tract (called 200 acres, as per Deed recorded in Vol. 251, Pg. 551, F.B.C.D.R.) said corner also being the most easterly northeast corner of the tract herein described;

THENCE, due south, along the east boundary line of said aforementioned 200 acres, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 3,122.20 feet to the southeast corner of said 200 acres, also the most easterly southeast corner of the tract herein described;

THENCE, due west, along the south boundary line of said 200 acres, same being the Extra Territorial Jurisdiction Line of the Town of Fulshear, a distance of 2,794.44 feet to the southwest corner of said 200 acres, same being a corner of the tract herein described;

THENCE, due north, continuing along the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the west boundary line of said 200 acres, and also being in the east boundary line of the Harrison (North) Tract One, a distance of 2,485.00 feet (called 2445.70 feet, as shown in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to an interior corner of the tract herein described;

THENCE, S 89° 40' W, continuing along the Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the south boundary line of aforementioned 160 acres recorded in Vol. 208, Pg. 633, F.B.C.D.R., also being the north boundary line of said Harrison (North) Tract One, a distance of 2,640.00 feet (called 2533.40 feet in the latest map of Extra Territorial Jurisdiction of the Town of Fulshear) to an interior corner of the tract herein described;

THENCE, due south, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being in the west boundary line of said Harrison (North) Tract One, at a distance of 661.39 feet pass the southeast corner of said 200.1070 acre tract (called 200 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) at a distance of 2,475.19 feet (called 2,398.52 feet in latest map of Extra Territorial Jurisdiction of the Town of Fulshear) pass the southeast corner of a 109.9398 acre tract (called 110 acres, as per Deed recorded in Vol. 252, Pg. 465, F.B.C.D.R.) same being the northeast corner of said 137.5 acres and a total distance of 4,744.64 feet (called 5,165.48 feet in latest map of Extra Territorial Jurisdiction of the Town of Fulshear), for a corner and POINT OF BEGINNING of the tract herein described, containing within these metes and bounds 1,406.6354 acres, more or less.

Each of the undersigned hereby certify that they do request the Town of Fulshear to extend the Extra Territorial Jurisdiction of the Town of Fulshear, Texas to their lands and that the undersigned are the owners of all of the lands being the subject of this Petition. We understand that the extension of the Extra Territorial Jurisdiction to cover this territory will be considered by the Board of Alderman of the Town of Fulshear, Texas in accordance with the provisions for hearing of such requests as set out in Article 970a of Vernon's Annotated Civil Statutes of The State of Texas.

TOTAL ACREAGE MADE THE BASIS OF THIS PETITION: 1,406.5639

VOTE: YES in favor of Extension of Extra Territorial Jurisdiction

NO against Extension of Extra Territorial Jurisdiction

NAME	NUMBER OF ACRES OWNED	VOTE (YES OR NO)
CHESTER F. JORDAN	1,406.5639	YES
BESSIE JORDAN	1,406.5639	YES

Chester F. Jordan
CHESTER F. JORDAN

Bessie Jordan
BESSIE JORDAN

AFFIDAVIT ACCOMPANYING PETITION FOR
EXTENSION OF EXTRA TERRITORIAL JURISDICTION

THE STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WE, the undersigned CHESTER F. JORDAN,
AND BESSIE JORDAN

being duly sworn, severally depose and say that all (and each of us) are signers of the foregoing petition for Extension of Extra Territorial Jurisdiction to The Town of Fulshear, Texas, and are each owners of the property of, and that the statements contained in said petition are true, and that all of the owners of said territory described in said petition have voted in favor of said extension.

Chester F. Jordan
CHESTER F. JORDAN

Bessie Jordan
BESSIE JORDAN

SWORN to and SUBSCRIBED to by each of the foregoing, before me, the undersigned authority on this 31st day of August, A.D., 1982.

Dan Coy
Notary Public in and for
The State of Texas

Publish and

ORDINANCE NO. 583

AN ORDINANCE GRANTING TO STAR CATV INVESTMENT, CORP. A TEXAS CORPORATION, IT SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR A TERM OF FIFTEEN (15) YEARS, TO ERECT, MAINTAIN, AND OPERATE A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY OF FULSHEAR, TEXAS; TO ERECT, MAINTAIN, AND OPEATE ITS POLES, TOWERS, ANCHORS, WIRES, CABLES, ELECTRONIC CONDUCTORS, CONDUITS, MANHOLES, AND OTHER STRUCTURES AND APPURTENANCES IN, OVER, UNDER, ALONG, AND ACROSS THE PRESENT AND FUTURE PUBLIC STREETS, HIGHWAYS, ALLEYS, BRIDGES, EASEMENTS, AND OTHER PUBLIC WAYS AND PLACES IN SUCH CITY; PRESCRIBING COMPENSATION FOR THE RIGHTS, PRIVILEGES, AND FRANCHISE CONFERRED HEREUNDER; PRESCRIBING THE CONDITIONS GOVERNING THE OPERATION OF THE BUSINESS INSOFAR AS IT AFFECTS THE USE OF PUBLIC PROPERTY FOR THE PURPOSE OF SUCH BUSINESS; PRESCRIBING RULES AND REGULATIONS GENERALLY FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF SAID SYSTEM AND BUSINESS; CONTAINING GENERAL PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Star CATV Investment Corp., has heretofore applied to the Board of Aldermen for a franchise to build and operate a cable television system within the City of Fulshear; and

WHEREAS, it is hereby found and determined by the Board of Aldermen of the City of Fulshear that it is in the best interest of the City that a cable television franchise be awarded to a qualified applicant; and

WHEREAS, the Board of Aldermen finds from all the evidence that Star CATV Investment Corp., fully meets all legal, character, financial, and technical qualifications, as well as all other qualifications, necessary to assure that all portions of the City will be provided with the best available cable television system and that the construction arrangements proposed by Star CATV Investment Corp., are fully adequate and feasible; now therefore

* * * *

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR, TEXAS:

Section 1. SHORT TITLE.

This ordinance shall be known and may be cited as the City of Fulshear - Star CATV Investment Corp., CATV Franchise Ordinance.

Section 2. DEFINITIONS.

For the purposes of this ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

A. "City" shall mean the City of Fulshear, Texas, a municipal corporation of the State of Texas.

B. "Board of Aldermen" shall mean the present governing body of the City or any successor to the legislative powers of the present Board of Aldermen.

C. "Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

D. "Grantee" shall mean Star CATV Investment Corp., or any person who succeeds Star CATV Investment Corp., in accordance with the provisions of this ordinance.

E. "Basic Service" shall mean the simultaneous delivery by Grantee to the television receivers, or any other suitable type of audio-video communication receivers, of all of its subscribers of all broadcast signals authorized for carriage by the FCC and of all regular non-broadcast signals provided to all of its subscribers.

F. "Channel" shall mean a band of frequencies, six megahertz wide, in the electro-magnetic spectrum which is capable of carrying either one audio-video television signal

and a number of non-video signals or several thousand non-video signals.

G. "Federal Communications Commission" shall mean that agency as presently constituted by the United States Congress or any successor agency.

H. "FCC" shall mean the Federal Communications Commission.

I. "Street" shall mean the surface of and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the City for the purpose of public travel and shall include other easements or rights of way now held or hereafter held by the City which shall, within their proper use and meaning, entitle the City and Grantee to the use thereof for the purposes of installing or transmitting CATV system transmissions over poles, wires, cables, conductors, conduits, manholes, amplifiers, appurtenances, attachments, and other structures, equipment, and facilities as may be ordinarily necessary and pertinent to a CATV system.

J. "CATV System" shall mean a system of cables, wires, lines, towers, wave guides, microwave, laser beams, or any other converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying, and distributing by audio, video and other forms of electronic or electric signals to and from subscribers and locations in the City.

K. "CATV" shall mean community antenna television.

L. "Converter" shall mean an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber and by an appropriate channel selector also permits a subscriber to view all signals delivered at designated dial locations.

Section 3. GRANT OF AUTHORITY.

There is hereby granted to Star CATV Investment Corp.,

a corporation organized and existing under the laws of the State of Texas, the right, privilege, and franchise to have, acquire, construct, reconstruct, maintain, use, and operate in the City of Fulshear, Texas, a CATV system, and to have, acquire, construct, reconstruct, maintain, use, and operate in, over, under, and along the present and future streets of the City all necessary or desireable poles, towers, anchors, wires, cables, electronic conductors, underground conduits, manholes, and other structures and appurtenances necessary for the construction, maintenance, and operation of a CATV system in the City.

Section 4. TERM OF FRANCHISE.

Upon the filing with the City by Grantee of the written acceptance required herein, this franchise shall be in full force and effect for a term and period of fifteen (15) years commencing thirty (30) days after its final passage and approval. Such franchise may be renewed by the City for an additional period of fifteen (15) years.

Section 5. USE, RENTAL OR LEASE OF UTILITY POLES AND FACILITIES.

There is hereby granted to Grantee the authority to contract with the City or with any appropriate board or agency thereof or with the holder or owner of any utility franchise in the City for the use, rental, or lease of its or their poles, underground conduits, and other structures and facilities for the purpose of extending, carrying, or laying Grantee's wires, cables, electronic conductors, and other facilities and appurtenances necessary or desireable in conjunction with the operation of a CATV system in the City. The City agrees that any public utility owning or controlling such poles or underground conduits may, without amendment to its franchise, allow the Grantee to make such use thereof pursuant to any agreement reached between such utility and Grantee.

Section 6. COMPLIANCE WITH APPLICABLE LAWS.

The work done and activity in connection with the construction, reconstruction, maintenance, operation, or repair of Grantee's CATV system shall be subject to and governed by all present and future laws, rules and regulations of the City, the State of Texas, the United States of America, the FCC, and any other state or federal agency having jurisdiction over such matters.

Section 7. SUBJECT TO POLICE POWERS OF THE CITY.

The construction, maintenance, and operation of Grantee's CATV system and all property of Grantee subject to the provisions of this ordinance shall be subject to all lawful police powers, rules, and regulations of the City. The City shall have the power at any time to order and require Grantee to remove or abate any pole, line, tower, wire, cable, guy, conduit, electric conductor, or any other structure or facility that is dangerous to life or property; in the event Grantee, after written notice, fails or refuses to act, the City shall have the power to remove or abate the same at the expense of the Grantee; all without compensation or liability for damages to Grantee.

Section 8. CONDITIONS OF STREET OCCUPANCY.

A. Use. All structures, wires, cables, equipment, and facilities erected or maintained by Grantee within the City shall be located as to cause minimum interference with the proper and intended use of the streets, and to cause minimum interference with the rights or reasonable convenience of the owners or occupiers of property which adjoins any of said streets.

B. Cutting of Street Surface. No surface of any paved street shall be cut or disturbed by Grantee in laying, constructing, maintaining, operating, using, extending, removing, replacing, or repairing its CATV system without prior notice to the City or its designated representative. If the City or

its designated representative is of the opinion that such proposed cut or disturbance of a paved street surface could not be timely and satisfactorily repaired or restored, the City may require Grantee's proposed work to be performed by tunnelling under such paved surface rather than by cutting same.

C. Restoration. The surface of any street disturbed by Grantee in laying, constructing, maintaining, operating, using, extending, removing, replacing, or repairing its CATV system shall be restored by Grantee immediately after the completion of the work, at its cost and expense, to as good a condition as before the commencement of the work and maintained by Grantee to the satisfaction of the City, or of any City official to whom such duties have been or may be delegated, for one year from the date of completion of such restoration work. No street shall be encumbered by construction, maintenance, removal, restoration, or repair work by Grantee for a longer period than shall be necessary to execute such work. If, in the opinion of the Board of Aldermen, there is an unreasonable delay by Grantee in restoring and maintaining streets after such excavations or repairs have been made, the City shall have the right without further notice to restore or repair the same and to require Grantee to pay the reasonable cost of such restoration or repair.

D. Relocation. Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, or lowering of the grade of any street by the City or by the location or manner of construction, reconstruction, maintenance, or repair of any public property, structure, or facility by the City, it shall be deemed necessary by the City for Grantee to move, relocate, change, alter, or modify any of its facilities or structures, such change, relocation, alteration, or modification shall be promptly made by Grantee, at its cost and expense, when

directed in writing to do so by the City, without claim for or right of reimbursement of cost or damages against the City; in the event Grantee, after such notice, fails or refuses to commence, pursue, or complete such relocation work within a reasonable time, the City shall have the authority, but not the obligation, to remove or abate such structures or facilities and to require Grantee to pay to the City reasonable cost of such removal or abatement; all without compensation or liability for damages to Grantee.

E. Temporary Removal of Wire for Building Moving.

Upon written request of any person holding a building moving permit issued by the City, Grantee shall remove, raise, or lower its wires and cables temporarily to permit the moving of houses, buildings, or other bulky structures. The reasonable expense of such temporary removal, raising, or lowering shall be paid by the benefited person and Grantee may require such payment in advance, it being without obligation to remove, raise, or lower its wires and cables until such payment shall have been made. Grantee shall be given not less than forty-eight (48) hours advance written notice to arrange for such temporary wire and cable adjustments.

F. Tree Trimming. Grantee shall have the authority, to the same extent that the City has such authority, to trim trees upon or overhanging streets in order to prevent the branches of such trees from coming into contact with the wires, cables, electronic conductors, or other facilities or equipment of the Grantee.

G. Placement of Fixtures. Grantee shall not place poles, towers, or simila fixtures where the same will interfere with any gas, electric, r telephone fixtures, water hydrant or main, drainage facil ty or sanitary sewer, and all such poles, towers, and similar facilities shall be placed as directed by the City and in such manner as not to interfere with the usual travel or use of streets.

H. Approval of Plans and Specifications. Grantee shall provide plans and specifications for all construction within streets to the City or its designated representative for review and approval at least thirty (30) days prior to the start of construction. This provision shall apply to each construction sequence if the construction is accomplished in phases.

Section 9. INDEMNIFICATION AND LIABILITY FOR DAMAGES.

By its acceptance of this franchise ordinance, Grantee specifically agrees that Grantee shall indemnify and hold the City, its officers, agents, and employees, harmless from all liability, damage, cost, or expense arising from claims for injury to persons, damage to property, or penalties occasioned by reason of any conduct undertaken by reason of this ordinance. The City shall not and does not by reason of this ordinance or the granting of this franchise assume any liability of Grantee whatsoever for injury to persons, damage to property, or penalties.

Section 10. LIABILITY INSURANCE

A. Minimum Coverage. Within thirty (30) days after the effective date of this ordinance, Grantee shall file with the City Secretary and shall maintain on file throughout the term of this franchise a liability insurance policy issued by a company duly authorized to do business in the State of Texas insuring the City and Grantee with respect to the installation, maintenance, and operation of Grantee's CATV system in the following minimum amounts:

(1) One Person. One Hundred Thousand Dollars ($100,000.00) for bodily injury or death to any one person.

(2) One Accident. Three Hundred Thousand Dollars ($300,000.00) for bodily injury or death resulting from any one accident.

(3) Property Damage. One Hundred Thousand Dollars ($100,000.00) for property damage resulting from any one occurrence.

(4) All Other Types of Liability. One Hundred Thousand Dollars ($100,000.00) for all other types of liability.

B. Increased Covergae. The City Council reserves the right to require Grantee to increase the minimum amounts of liability insurance coverage at any time. Such requirement shall be expressed by resolution or ordinance.

C. Notice of Cancellation or Reduction. Said policy of liability insurance shall contain the provision that written notice of expiration, cancellation, or reduction in coverage of the policy shall be delivered to the City Secretary and to the Grantee at least ten (10) days in advance of the effective date thereof.

D. Term. Such liability insurance shall be kept in full force and effect by Grantee during the existence of this franchise and thereafter until after the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's CATV system, should such removal be required by City Council or undertaken by Grantee.

Section 11. INSTALLATION SCHEDULE.

A. Permits, Licenses, and Certificates. Within thirty (30) days after the acceptance of this franchise ordinance, Grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business including, but not limited to, utility joint-use attachment agreements, and permits, licenses, authorizations, and certificates to be granted by duly constituted local, state, and federal governmental entities and regulatory agencies

having jurisdiction over the installation and operation of the CATV system.

B. State of Construction. Within sixty (60) days after obtaining all necessary permits, licenses, authorizations, and certificates, Grantee shall commence construction and installation of its CATV system, subject to the conditions of this ordinance. All necessary permits, licenses and authorizations and certificates shall be obtained within sixty (60) days from date hereof and copies furnished to the City, through its City Attorneys office, 5621 Third Street, Katy, Texas 77449.

C. Initial Rendering of Service. Within one (1) year after commencement of construction and installation of its CATV system, Grantee shall complete the same in accordance with the requirements of this franchise and the rules and regulations of the FCC.

D. Compliance. Failure of Grantee to commence and diligently pursue each of the foregoing requirements and to abide by and to complete each of the matters set forth in this ordinance shall be grounds for termination of this franchise. Provided, however, Board of Aldermen in its discretion may extend the time for the commencement and completion of construction and installation for additional periods in the event Grantee, acting in good faith, experiences delays by reason of circumstances beyond its control.

Section 12. OPERATIONAL STANDARDS.

Grantee's CATV system shall be installed, maintained, and operated in accordance with the highest accepted standards of the industry to the end that the subscriber may receive the best and most desirable form of service. Toward accomplishment of this purpose, Grantee and its CATV system shall meet the following minimum standards and service offerings:

A. Compliance with FCC Rules. Grantee shall comply with present and future rules and regulations of the FCC in connection with and relating to the operation of its CATV system.

B. Quality of Color Signals. Grantee's CATV system shall be capable of transmitting and passing the entire color television spectrum without the introduction of material degradation

of color intelligence and fidelity.

C. Rated for Continuance Operation. Grantee's CATV system shall be designed and rated for twenty-four (24) hour a day continuous operation.

D. Quality of Picture. Grantee's CATV system shall be capable of and shall produce a picture upon any subscriber's television screen in black and white or color, provided the subscriber's television set is capable of producing a color picture, that is undistorted and free from ghost images and accompanied by proper sound, assuming the technical, standard production television set is in good repair and the television broadcast signal transmission is satisfactory. In any event, the picture produced shall be as good as the state of the art allows.

E. No Cross Modulation or Interference. Grantee's CATV system shall transmit or distribute signals of adequate strength to produce good pictures with good sound in all television receivers of all subscribers without causing cross modulation in the cables or interference with other electrical or electronic systems.

F. Channel Capacity. Grantee's CATV system shall have a minimum channel capacity of fifty-two (52) television channels.

G. Signals to be Carried. Grantee shall carry on its CATV systems the signals of all stations significantly viewed in the City, and the signals of no less than two (2) distant independent commercial stations. Initially, Grantee shall carry on its CATV system the following signals:

BASIC SERVICE

Station	Location	Affiliation
KPRC	Houston, Texas	NBC
KHOU	Houston, Texas	CBS
KTRK	Houston, Texas	ABC
KHTV	Houston, Texas	Ind.
KRIV	Houston, Texas	Ind.
KUHT	Houston, Texas	PBS
WTBS	Atlanta, Georgia	Ind.
WGN	Chicago, Illinois	Ind.
CBN	Christian Broadcasting Network	Ind.
USA Network	New York, New York	Ind.
Madison Square Garden Sports		
The English Channel		
Calliope		

Station	Location	Affiliation
CNN	Cable News Network	Ind.
ESPN	24 hour sports channel	Ind.
Nickelodeon	Children's programming	Ind.
Area Access and reserve channels		
Area weather and information channels		
HBO	Premium Service	

H. Converter-Parental Lock; Selection of Signal Number.

Any connverter offered or provided by Grantee shall be equipped with a parental lock capable of locking or securing one channel or all channels. Further, the channel selector of the converter shall be numbered so that where technically feasible Grantee may carry all relevant over-the-air television signals on the channel number of the station.

I. Temperature Range. Grantee's CATV system shall be capable of operating throughout the air temperature range of 0 to 110 degrees Fahrenheit without degradation of audio or video fidelity.

J. Standard of Care. Grantee shall at all times employ a high standard of care and shall install, maintain, and use approved methods and devices for preventing failures or accidents which are likely to cause damages, injuries, or nuisances to the public.

K. Grantee's Office. Grantee shall maintain one principal office, and may maintain as many sub-offices as are reasonably necessary to promote good service and convenience to the public, in the City of ~~Brookshire~~ Fulshear, which shall be open during all usual business hours, have a listed telephone, and be so equipped and operated that complaints and requests for installation, repairs, or adjustments may be received and timely and reasonably answered.

L. State of the Art. Grantee shall undertake any and all construction and installation necessary to keep current with the latest developments in the state of the art of CATV.

M. Personnel. The Grantee will maintain adequate personnel necessary to maintain and operate the TV cable system in Fulshear.

N. Testing. Provisions of the current requirements for the system shall be and shall remain in accordance with the specifications and requirements promulgated by the Federal Communi-

cations Commission, and Franchisee will:

(a) Limit failures to a minimum by locating and correcting malfunctions promptly, but in no event longer than twenty-four (24) hours after notice, unless such failures are caused by the acts of God or circumstances beyond the control of the Franchisee.

(b) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered and meets all relevant specifications of the Federal Communications Commission and other applicable federal, state and local regulations. The City may require proof of calibration of such test instruments if deemed necessary in order to arbitrate a specific complaint.

Section 13. UNDERGROUND INSTALLATION.

In areas of the City having telephone lines and electric utility lines underground, any and all of Grantee's lines, cables, and wires shall be underground. It shall be the policy of the City that existing poles for electric and communication purposes be utilized whenever possible and that underground installation, even when not required, is preferable to the placing of additional poles.

Section 14. EMERGENCY USE OF THE CATV SYSTEM.

In the event of an emergency or disaster, Grantee shall upon request of the City Council of its designated representative make available its facilities to the City for emergency use during the period of such emergency or disaster and shall provide such personnel as may be necessary to operate its facilities under the circumstances. Grantee shall incorporate into its facility the capability for an emergency interrupt whereby the City, in time of crisis, may be able to introduce a bulletin on all channels simultaneously.

O. Free Connections. At Huggins Elementary School being part of the Lamar Consolidated ISD and at City Hall there shall be furnished one (1) connection each to the designated school buildings and City Hall and each connection will be placed in a readily accessible location. And the schools and City will be responsible for service beyond the said free connection, and by requesting said free connections, the school and city will hold said company free of liability.

Section 13. UNDERGROUND INSTALLATION.

In areas of the City having telephone lines and electric utility lines underground, any and all of Grantee's lines,cables and wires shall be underground. It shall be the policy of the City that existing poles for electric and communication purposes be utilized whenever possible and that underground installation, even when not required, is preferable to the placing of additional poles.

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Section 15. COMPLIANCE WITH STATE AND FEDERAL LAWS.

Notwithstanding any other provision of this ordinance to the contrary, Grantee shall at all times comply with all laws, rules, and regulations of the state and federal governments and any administrative agencies thereof. If any such state or federal law, rule, or regulation shall require or permit Grantee to perform any service or shall prohibit Grantee from performing any service in conflict with the provisions of this ordinance or any other ordinance, rule, or regulation of the City, then immediately following knowledge thereof Grantee shall notify City Council in writing of the point of conflict believed to exist between such state or federal law, rule, or regulation and this or other ordinance, rule, or regulation of the City. If the City Council determines that a material provision of this ordinance does in fact conflict with with such state or federal law, rule, or regulation, it shall have the right to modify any provision hereof to such reasonable extent as may be necessary to carry out the full intent and purpose of this franchise ordinance.

Section 16. MODIFICATIONS BY FCC.

It is specifically agreed by the City and Grantee that any modifications of the provisions of this ordinance resulting from amendment of the Rules and Regulations of the FCC shall be incorporated into this franchise ordinance by the City Council within one year of the adoption of the amendment by the FCC, or at the time of the renewal of this franchise, whichever occurs first, upon the City being furnished with a copy of such amendment.

Section 17. EMPLOYMENT REQUIREMENTS.

The Grantee shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, religion, national origin, or sex.

Section 18. OTHER BUSINESS ACTIVITY

Grantee shall not engage in the business of selling, repairing, or installing television receivers or radio receivers within the City during the term of this franchise.

Section 19. PAYMENT TO CITY.

A. Amount and Time. As compensation for the right, privilege, and franchise herein conferred, Grantee shall pay to the City each year during the term of this franchise a sum equal to three (3%) per cent of Grantee's annual basic service revenue. Such payments shall be made annually. Grantee shall file with the Board of Aldermen within ninety (90) days after the expiration of each calendar year, or portion thereof, during which such franchise is in effect, a financial statement prepared according to accepted accounting practice showing in detail the gross revenue from basic service of Grantee during the preceding calendar year. Such statement shall be accompanied by Grantee's payment to the City of three (3%) per cent of such basic service revenue for such year.

B. Right of Inspection of Records. The City shall have the right to inspect Grantee's records showing the gross revenues for basic service from which payments to the City are computed and the right of audit and recomputation of any and all amounts paid under this franchise. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this franchise or for the performance of any other obligation hereunder.

C. Other Payments to City. The franchise fee payable hereunder shall be exclusive of and in addition to all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of Grantee to the City.

Section 20. RECORDS AND REPORTS.

A. Principal Office of Grantee. Grantee shall maintain its principal office in the City of Brookshire as long as it continues to opertate its CATV system or any portion thereof and hereby designates such office as the place to where all notices, directions, orders, and requests may be mailed, served, or delivered under this ordinance. The City Secretary shall be notified of the location of such office or any charge thereof.

B. Books of Account. Grantee shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this franchise. All such books of account and records shall be maintained at Grantee's principal office in the City of Brookshire.

C. Access by City. The City, through its duly designated officers, agents or representatives, shall have access to all books of account and records of Grantee for ascertaining the correctness of any and all reports and may examine its officers and employees under oath in respect thereto. Access shall be given by Grantee to such officers, agents, or representatives of the City at all reasonable times not only to Grantee's records of gross basic service revenue but also to all of Grantee's plans, contracts, engineering, planning, statistical, customer, and subscriber service records relating to the properties and operation of its CATV system.

D. Annual Report. An annual report showing gross basic service revenue received by Grantee for the preceding calendar year, prepared and certified to by an independent certified public accountant, and such other information as the City shall request with respect to the properties and expenses related to such service, shall be filed by Grantee with the City Council within ninety (90) days following the end of each calendar year or portion thereof during which this franchise is in effect.

Section 21. GRANTEE'S RULES.

Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable Grantee to exercise its rights and to perform its obligations under this franchise ordinance and to assure an uninterrupted service to each and all of the subscribers to its service; provided, however, such rules, regulations, terms, and conditions shall not be in conflict with any of the provisions of this or any other ordinance of the City, the laws of the State of Texas, and the United States of America, and the rules and regulations of the FCC, and any other federal agency having jurisdiction.

A copy of Grantee's rules, regulations, terms, and conditions shall be filed with the City and thereafter be maintained current by Grantee.

Section 22. RATES.

Rates charged by Grantee for basic service to subscribers shall be fair, reasonable and nondiscriminatory, and shall be subject to the prior approval of City Council.

A. Discontinuance of Service for Non-Payment. Grantee may disconnect installations and discontinue service to a subscriber upon failure to pay his or its bill within thirty (30) days of rendition; provided, however, Grantee shall give five (5) days' written notice to a subscriber, delivered either by mail or served in person, that service will be discontinued unless arrearages are paid before the expiration of the five (5) day period.

B. Disconnection of Installation Because of Deceit.

Grantee may disconnect installations and discontinue service to a subscriber who operates or attempts to operate more that one television set at any one time on an installation for which n o additional service fees are being paid, or permits anyone else to do the same; provided, however, television servicemen may disconnect or reconnect the terminal unit on the rear of the television receiver for the purpose of repairing or replacing receiver equipment at the request of the subscriber.

C. Posting of Rates. Grantee shall publish and post in its local offices and at the offices of the City, schedules of its rates and charges.

Section 23. DISTANT EXTENSION OF DISTRIBUTION CABLE.

In the event that a potential subscriber's premises are located at such a distance from a distribution cable that Grantee deems it not economically feasible to provide service at the rates authorized herein, the City Council shall determine, upon request from the potential subscriber or Grantee, the amount, conditions, and refund provisions of the cable extension charge

which, in addition to the rates authorized herein, would be fair and reasonable under the particular conditions and circumstances. In no event shall it be deemed "not economically feasible" to extend a distribution cable a distance of three hundred (300) feet or less.

Section 24. PROHIBITION OF DISCRIMINATION OR PREFERENTIAL PRACTICE.

In its rates or charges, or in making available the services or facilities of the CATV system, or in its rules or regulations, or in any other respect, Grantee shall not make or grant preference or advantage to any subscriber or potential subscriber or to the user or potential user of the CATV system and shall not subject any such person to any prejudice or disadvantage. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscriptions to the CATV system or other legitimate uses thereof.

Section 25. NON-EXCLUSIVE FRANCHISE.

The rights, privileges, and franchise granted hereby are not exclusive and nothing herein contained shall be construed to prevent the City from granting any like or similar rights, privileges, and franchise to any other person within all or any portion of the City.

Section 26. REVOCATION OF FRANCHISE.

In addition to all other rights and powers of the City by virtue of this franchise ordinance or otherwise, the City reserves as an additional and as a separate and distant power the right to terminate and cancel this franchise and all rights and privileges of Grantee hereunder in any of the following events or for any of the following reasons:

A. Violation of Provisions. Grantee shall by act or ommission violate any term, condition, or provision of this franchise ordinance and shall fail or refuse to effect compliance within thirty (30) days following written demand by the City to do so.

B. Insolvent or Bankrupt. Grantee becomes insolvent, unable, or unwilling to pay its debts or is adjudged bankrupt or all or any part of Grantee's facilities are sold under an instrument to secure a debt and are not redeemed by Grantee within thirty (30) days from the date of such sale.

C. Fraud or Deceit. Grantee attempts to or does practice any fraud or deceit in its conduct or relations under this franchise with the City, subscribers, or potential subscribers.

D. Method of Termination and Cancellation. Any such termination and cancellation of this franchise shall be by ordinance adopted by the City Council; provided, however, before any such ordinance is adopted, Grantee must be given at least sixty (60) days' advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Grantee that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Grantee.

E. Force Majeure. Other than its failure, refusal, or inability to pay its debts and obligations, including, specifically, the payments to the City required by this ordinance, Grantee shall not be declared in default or be subject to any sanction under any provision of this franchise ordinance in those cases in which performance of such provision is prevented by reasons beyond its control.

Section 27. ASSIGNMENT OF FRANCHISE.

A. The rights, privileges and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of City Council expressed by resolution or ordinance, and then only under such conditions as may therein by prescribed. No assignment to any person shall be effective until the assignee has filed with the City Secretary an instrument, duly executed, reciting the fact of such assignment, accepting the terms of

this ordinance, and agreeing to comply with all of the provisions hereof.

B. At such time as control and/or 25% or more of the stock in Grantee is conveyed, either in one transaction or cumulatively over the life of the franchise, then in such event consent to transfer must be given by the City expressed by Ordinance, and then only under such conditions as may be prescribed in the consenting Ordinance; provided such prospective stockholder shall furnish evidence satisfactory to the City that his acquisition will not weaken Grantee's financial condition or hamper Grantee's performance; and then in such event, no such consent shall be unreasonably withheld, and further provided that no such consent shall be required for any transfer in trust, mortgage or other hypothecation, as a whole or in a part. Grantee shall at the time of acceptance of this Ordinance, and annually in its report to the City, certify its list of stockholders and note any changes in ownership occurring henceforth.

Section 28. GRANTEE TO HAVE NO RECOURSE.

A. Requirements and Enforcement. Except as expressly provided herein, Grantee shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of the provisions or requirements of this franchise or because of the enforcement thereof by the City or because of the lack of the City's authority to grant all or any part of this franchise or City negligence in performing some act required hereunder.

B. Grantee's Understanding. Grantee expressly acknowledges that in accepting this franchise ordinance, it relied solely upon its own investigation and understanding of the power and authority of the City to grant this franchise, and that Grantee was not induced to accept this ordinance by any understanding, promise, or other statement, verbal or written, by or on behalf of the City or by any third person concerning

any term or condition not expressed herein.

Section 29. FRANCHISE VALUE NOT TO BE ALLOWED.

No value shall be assigned to any franchise granted by the City of Fulshear under this Charter in fixing reasonable rates and charges for utility service within the City and in determining the just compensation to be paid by the City for public utility property which the City may acquire by condemnation or otherwise. This provision to the contrary notwithstanding, Franchise may assign any value of its choice to this franchise for internal bookkeeping purposes or for any other transaction other than with the City of Fulshear.

Section 30. ACCEPTANCE OF FRANCHISE ORDINANCE.

Within thirty (30) days from the effective date of this ordinance, Grantee shall file with the City a written statement in the following form signed in its name and behalf:

"To the Honorable Mayor and City Council of the City of Fulshear, Texas:

"For itself, its successors and assigns, Star CATV Investment Corp., hereby accepts the attached ordinance and agrees to be bound by all of its terms, conditions, and provisions.

Star CATV Investment Corp.

By

Its

"Dated this the day of , 1982."

Section 31. SEVERABILITY.

If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this ordinance. It is the intent of the City in adopting this ordinance that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this ordinance are declared to be severable.

Section 32. PASSAGE AND EFFECTIVE DATE.

This ordinance, shall take effect and be in force from and after its passage.

PASSED AND APPROVED this 30 day of September, 1982.

CITY OF FULSHEAR, TEXAS

BY: James W. Roberts
Mayor

copy cmf

ATTEST:

Carolyn Smith
City Secretary

APPENDIX "A"

Basic Service

Cost: $8.95 per month

Tier 1: Basic Service plus 1 premium channel

Cost: $19.95 per month

Tier 2: Basic Service plus 2 premium channels

Cost: $26.95 per month

Tier 3: Basic Service plus 3 premium channels

Cost: $29.95 per month

Installation charge per household - $25.00

Installation charge, additional outlet - $7.50

Charge for extra set, per month, each - $2.00

Charge to move connection - $15.00

APPENDIX "A" - CONTINUED

Motel Rates:

	Per Month	Per Month 1 Premium Channel
1st Set - Basic only	$12.95	$7.00
2nd Set - and up	$ 3.00	$4.00

Installation of rental of housing unit will be charged at our cost for the material plus 20%

Lock boxes available on request. This will be included in cost of material.

Example:

Motel with 12 rooms - 1 Premium Channel in all rooms (cannot be installed in restaurant or lounge)

1st set (Manager's quarters or first set	$19.95
11 other sets or rooms	77.00
	$96.95

Fordree Tract One

ORDINANCE NO. 584

AN ORDINANCE EXTENDING THE
EXTRA TERRITORIAL JURISDICTION OF
THE TOWN OF FULSHEAR, TEXAS

WHEREAS, heretofore, on the 30 day of September, 1982, Jamie W. Roberts, Mayor, of the Town of Fulshear, Texas submitted to the Board of Alderman, a petition executed by persons who are all of the owners of the area of the hereinafter described property; and

WHEREAS, on September 30, 1982 at 7:00 P.M. in the City Council Chambers at 199 Main in the Town of Fulshear, Texas a hearing was held pursuant to petition application and every person interested in the extension of the Extra Territorial Jurisdiction of the Town of Fulshear over such territory was given an opportunity to appear and be heard, after which hearing the Town of Fulshear, Texas, considered all the testimony of the persons appearing thereto and did determine that such property herein described is proper to consider for inclusion within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and an ordinance was passed as follows:

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

Section I. Based on the testimony of witnesses and parties appearing at the hearing held in the City Council Chambers at 199 Main , in the Town of Fulshear, Texas, at 7:00 P.M. on September 30, 1982 , the Board of Alderman does hereby expressly determine and find the following:

1. The Board of Alderman does find that the petition for extension of Extra Territorial Jurisdiction of the Town of Fulshear over the lands herein described in Section III is executed by all of the owners of the lands herein described in Section III.

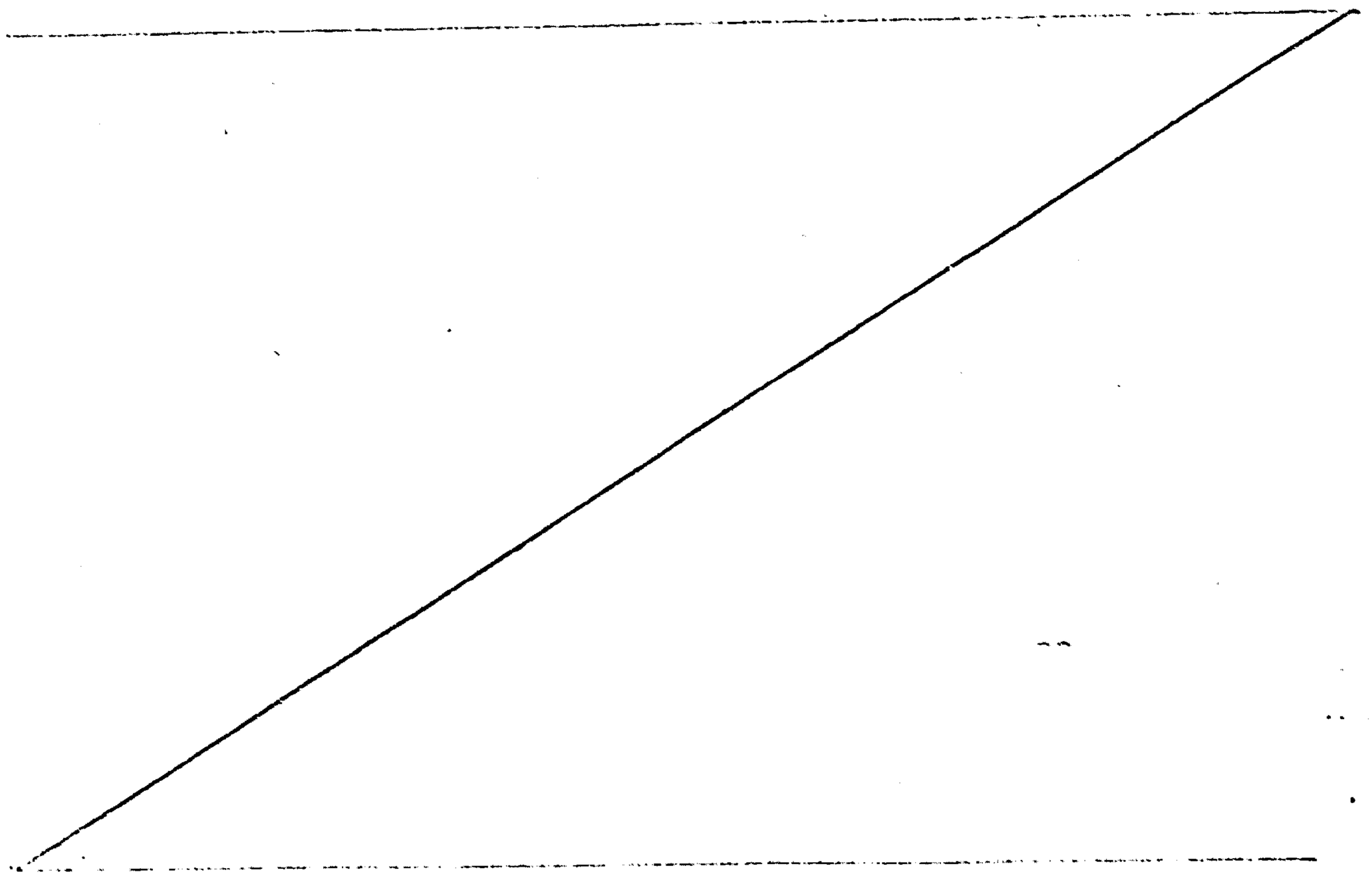
2. The Board of Alderman does find that the lands petitioned to be included within the Extra Territorial Jurisdiction of the Town of Fulshear and hereinafter described in Section III

do adjoin and are contiguous to the present City limits and/or Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

3. The Board of Alderman does find that there are no claims that any part of such lands are territory hereinafter described in Section III is in conflict with the Extra Territorial Jurisdiction of any other city.

Section II. That by virtue of the authority vested in The Town of Fulshear, Texas, as a General Law City under the laws of the State of Texas, and by adoption of Title 28, of Vernon's Annotated Civil Statutes of the State of Texas, and particularly Vernon's Ann. Civ. St., Art. 970a, the lands and territory described in Section III hereof be and the same is hereby included in the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and said lands and territory shall hereinafter be included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

Section III. That the lands and territory included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, by this ordinance is described by metes and bounds as follows, to-wit:



METES & BOUNDS DESCRIPTION
108.8104 ACRES (CALLED 110.8 ACRES)
FONDREN TRACT ONE
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 108.8104 acres (called 110.8 acres) as per Deed recorded in Vol. 343, Pg. 276, F.B.C.D.R., and being located in the Churchill Fulshear League, Abstract 29 and the David Randon and Pennington League, Abstract 75, Fort Bend County, Texas, said 108.8104 acres (called 110.8 acres) being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west R.O.W. line of a gravel public road (Bois D'Arc Lane, a north extension of Montgomery Road) on the south line of Jones Creek, which point is 50.00 feet at right angle from the centerline of Jones Creek (as per aforementioned Deed);

THENCE, N 35° 29' W, along the south bank and 50.00 feet from and parallel to the centerline of Jones Creek, a distance of 330.00 feet to a point in the south bank of a canal for a corner of the tract herein described (as per aforementioned Deed);

THENCE, along the south bank of said canal, 50.00 feet from and parallel to it's centerline, following it's meanders as follows (as per aforementioned Deed):

N 52° 44' W, a distance of 90.00 feet;
S 68° 25' W, a distance of 110.00 feet;
S 42° 13' W, a distance of 1700.00 feet;
S 56° 06' W, a distance of 150.00 feet;
S 68° 41' W, a distance of 200.00 feet;
S 84° 06' W, a distance of 255.00 feet;
N 74° 30' W, a distance of 650.00 feet;
N 58° 54' W, a distance of 230.00 feet;
N 55° 12' W, a distance of 1375.00 feet;
N 61° 54' W, a distance of 170.00 feet;
N 65° 54' W, a distance of 245.00 feet;

THENCE, N 68° 20' 07" W, a distance of 986.27 feet (called N 69° 41' W, 1034.00 feet) as per aforementioned Deed, to a point for a corner of the tract herein described;

THENCE, due south, 38.00 feet to the south line of a gravel road (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, S 22° 30' W, a distance of 44.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 03° 02' E, a distance of 777.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, N 89° 10' E, a distance of 945.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 87° 08' E, a distance of 180.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 01° 30' E, a distance of 1142.00 feet to the centerline of an old railroad (based on a width of 100.00 feet), (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, due east, following the centerline of said 100.00 feet wide railroad R.O.W., a distance of 4142.00 feet to a point in the west R.O.W. line of Montgomery Road (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, N 00° 10' W, along said west R.O.W. line of Montgomery Road, a distance of 1245.00 feet (as per aformentioned Deed) for a corner of the tract herein described;

THENCE, N 01° 54' W, continuing along said west R.O.W. line of Montgomery Road extension, known as Bois D'Arc Lane, a distance of 284.00 feet (as per aforementioned Deed) for a corner and POINT OF BEGINNING of the tract herein described, containing within these metes and bounds 108.8104 acres (called 110.8 acres) of land, more or less.

Section IV. The City Engineer is authorized and directed to make additions and corrections to the map of the Town of Fulshear, Texas, showing the territory annexed by this ordinance and the number of this ordinance, and deliver a copy of such map to the City Secretary, all in accordance with the conditions and requirements of Vernon's Ann. Civ. Art. 971a.

PASSED and APPROVED this 30 day of September, 1982.

THE TOWN OF FULSHEAR, TEXAS

By: Jamie W. Roberts
Mayor

ATTEST:

By: Carolyn Smith
City Secretary

Voting

Alderman:

E. DOZIER yes
V. RANDLE yes
S. WEST yes
N. BANKS yes
B. G. WALLING yes

CERTIFICATION OF PETITION
FOR EXTENSION OF
EXTRA TERRITORIAL JURISDICTION

TO THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR

Gentlemen:

Be advised that on this date a petition has been received by this office from owners of properties adjoining the limits of this Town for the extension of Extra Territorial Jurisdiction over certain territories described in such petition.

After examination of such petition, I am in a position to certify to you that all of the owners within the territory described in the petition, have requested their lands and territory be subject to the Extra Territorial Jurisdiction of the Town of Fulshear.

Sincerely,

Jamie W. Roberts
Mayor

DATED this 30 day of September, 1982.

PETITION FOR EXTENSION
OF EXTRA TERRITORIAL JURISDICTION

To The Board of Aldermen

Gentlemen:

According to the provisions of Annexation Statutes provided in Vernon's Annotated Civil Statutes, specifically Article 970a, we the undersigned are all of the owners of property contiguous to the Extra Territorial Jurisdiction of the Town of Fulshear, and described as follows, to-wit:

METES & BOUNDS DESCRIPTION
108.8104 ACRES (CALLED 110.8 ACRES)
FONDREN TRACT ONE
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 108.8104 acres (called 110.8 acres) as per Deed recorded in Vol. 343, Pg. 276, F.B.C.D.R., and being located in the Churchill Fulshear League, Abstract 29 and the David Randon and Pennington League, Abstract 75, Fort Bend County, Texas, said 108.8104 acres (called 110.8 acres) being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west R.O.W. line of a gravel public road (Bois D'Arc Lane, a north extension of Montgomery Road) on the south line of Jones Creek, which point is 50.00 feet at right angle from the centerline of Jones Creek (as per aforementioned Deed);

THENCE, N 35° 29' W, along the south bank and 50.00 feet from and parallel to the centerline of Jones Creek, a distance of 330.00 feet to a point in the south bank of a canal for a corner of the tract herein described (as per aforementioned Deed);

THENCE, along the south bank of said canal, 50.00 feet from and parallel to it's centerline, following it's meanders as follows (as per aforementioned Deed):

N 52° 44' W, a distance of 90.00 feet;
S 68° 25' W, a distance of 110.00 feet;
S 42° 13' W, a distance of 1700.00 feet;
S 56° 06' W, a distance of 150.00 feet;
S 68° 41' W, a distance of 200.00 feet;
S 84° 06' W, a distance of 255.00 feet;
N 74° 30' W, a distance of 650.00 feet;
N 58° 54' W, a distance of 230.00 feet;
N 55° 12' W, a distance of 1375.00 feet;
N 61° 54' W, a distance of 170.00 feet;
N 65° 54' W, a distance of 245.00 feet;

THENCE, N 68° 20' 07" W, a distance of 986.27 feet (called N 69° 41' W, 1034.00 feet) as per aforementioned Deed, to a point for a corner of the tract herein described;

THENCE, due south, 38.00 feet to the south line of a gravel road (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, S 22° 30' W, a distance of 44.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 03° 02' E, a distance of 777.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, N 89° 10' E, a distance of 945.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 87° 08' E, a distance of 180.00 feet (as per aforementioned Deed) to a corner of the tract herein described;

THENCE, S 01° 30' E, a distance of 1142.00 feet to the centerline of an old railroad (based on a width of 100.00 feet), (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, due east, following the centerline of said 100.00 feet wide railroad R.O.W., a distance of 4142.00 feet to a point in the west R.O.W. line of Montgomery Road (as per aforementioned Deed) for a corner of the tract herein described;

THENCE, N 00° 10' W, along said west R.O.W. line of Montgomery Road, a distance of 1245.00 feet (as per aformentioned Deed) for a corner of the tract herein described;

THENCE, N 01° 54' W, continuing along said west R.O.W. line of Montgomery Road extension, known as Bois D'Arc Lane, a distance of 284.00 feet (as per aforementioned Deed) for a corner and POINT OF BEGINNING of the tract herein described, containing within these metes and bounds 108.8104 acres (called 110.8 acres) of land, more or less.

Each of the undersigned hereby certify that they do request the Town of Fulshear to extend the Extra Territorial Jurisdiction of the Town of Fulshear, Texas to their lands and that the undersigned are the owners of all of the lands being the subject of this Petition. We understand that the extension of the Extra Territorial Jurisdiction to cover this territory will be considered by the Board of Alderman of the Town of Fulshear, Texas in accordance with the provisions for hearing of such requests as set out in Article 970a of Vernon's Annotated Civil Statutes of The State of Texas.

TOTAL ACREAGE MADE THE BASIS OF THIS PETITION: 108.8104

VOTE: YES in favor of Extension of Extra Territorial Jurisdiction

NO against Extension of Extra Territorial Jurisdiction

NAME	NUMBER OF ACRES OWNED	VOTE (YES OR NO)
Estate of ELLA B. FONDREN, Deceased	108.8104	YES

By: W B Trammell
W. B. TRAMMELL
Co-Independent Executor

By: Doris Fondren
DORIS FONDREN
Co-Independent Executrix
TEXAS COMMERCE BANK, N.A.

By: M L Snell
M. L. SNELL
Co-Independent Executor

AFFIDAVIT ACCOMPANYING PETITION FOR
EXTENSION OF EXTRA TERRITORIAL JURISDICTION

THE STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WE, the undersigned The Estate of Ella B. Fondren, Deceased, being duly sworn, severally depose and say that all (and each of us) are signers of the foregoing petition for Extension of Extra Territorial Jurisdiction to The Town of Fulshear, Texas, and are each owners of the property of, and that the statements contained in said petition are true, and that all of the owners of said territory described in said petition have voted in favor of said extension.

ESTATE OF ELLA B. FONDREN, Deceased

W. B. TRAMMELL, Co-Independent Executor

DORIS FONDREN, CO-Independent Executrix

TEXAS COMMERCE BANK, N.A.

By _____
W. L. SNELL
Co-Independent Executor

SWORN to and SUBSCRIBED to by each of the foregoing, before me, the undersigned authority on this day of August, A.D., 1982.

_____
Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by W. B. Trammell before me the undersigned authority on this 23rd day of September, 1982.

Helen K Audley
Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by Doris Fondren before me the undersigned authority on this 6th day of September, 1982.

Ann Marie D Smothers
Notary Public in and for
The State of Texas
Commission Expires 3-31-85

SWORN to and SUBSCRIBED to by M. L. Snell, Vice President and Trust Officer of Texas Commerce Bank National Association, a national banking association, before me the undersigned authority on this 9th day of September, 1982.

Karen Jones
Notary Public in and for
The State of Texas

KAREN JONES
Notary Public, State of Texas
My Commission Expires 11-19-85

ORDINANCE NO. 585

Jondrew Partition

AN ORDINANCE EXTENDING THE
EXTRA TERRITORIAL JURISDICTION OF
THE TOWN OF FULSHEAR, TEXAS

WHEREAS, heretofore, on the 30 day of September, 1982, Jamie W. Roberts, Mayor, of the Town of Fulshear, Texas submitted to the Board of Alderman, a petition executed by persons who are all of the owners of the area of the hereinafter described property; and

WHEREAS, on September 30, 1982 at 7:00 P.M. in the City Council Chambers at 199 Main in the Town of Fulshear, Texas a hearing was held pursuant to petition application and every person interested in the extension of the Extra Territorial Jurisdiction of the Town of Fulshear over such territory was given an opportunity to appear and be heard, after which hearing the Town of Fulshear, Texas, considered all the testimony of the persons appearing thereto and did determine that such property herein described is proper to consider for inclusion within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and an ordinance was passed as follows:

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

Section I. Based on the testimony of witnesses and parties appearing at the hearing held in the City Council Chambers at 199 Main , in the Town of Fulshear, Texas, at 7:00 P.M. on September 30, 1982 , the Board of Alderman does hereby expressly determine and find the following:

1. The Board of Alderman does find that the petition for extension of Extra Territorial Jurisdiction of the Town of Fulshear over the lands herein described in Section III is executed by all of the owners of the lands herein described in Section III.

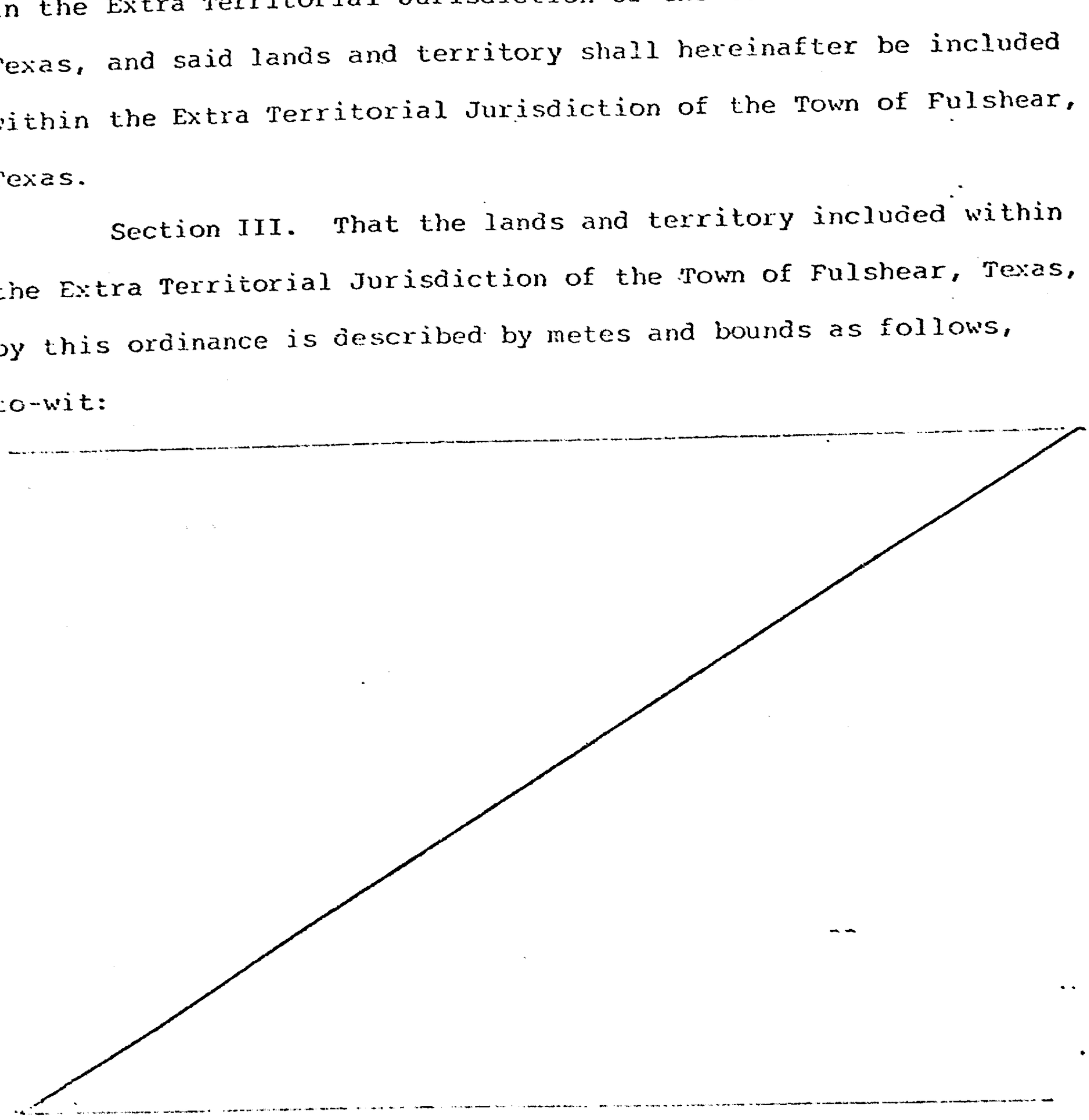
2. The Board of Alderman does find that the lands petitioned to be included within the Extra Territorial Jurisdiction of the Town of Fulshear and hereinafter described in Section III

do adjoin and are contiguous to the present City limits and/or Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

3. The Board of Alderman does find that there are no claims that any part of such lands are territory hereinafter described in Section III is in conflict with the Extra Territorial Jurisdiction of any other city.

Section II. That by virtue of the authority vested in The Town of Fulshear, Texas, as a General Law City under the laws of the State of Texas, and by adoption of Title 28, of Vernon's Annotated Civil Statutes of the State of Texas, and particularly Vernon's Ann. Civ. St., Art. 970a, the lands and territory described in Section III hereof be and the same is hereby included in the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and said lands and territory shall hereinafter be included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

Section III. That the lands and territory included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, by this ordinance is described by metes and bounds as follows, to-wit:



METES AND BOUNDS DESCRIPTION
87.00 ACRES
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 87.00 acres, out of Lots 11, 12 and 13 of the subdivision of the Kipp Tract in the C. Fulshear League, Abstract No. 29, in Fort Bend County, Texas, as shown by the map or plat of same recorded in Volume O, Page 19, F.B.C.D.R., said Lots 11, 12 and 13, stated to contain 102.00 acres, more or less in all, less and except that certain 15.00 acres off the north end of said Lot 12, as shown by Deed dated December 13, 1924, from Sam Jackson Et. Al. to Margaret Trowell and being recorded in Volume 110, Page 260 F.B.C.D.R., leaving 87.00 acres net, more or less, said 87.00 acres being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Lot 11, said corner also being an interior corner of a 110.80 acre tract as called in Volume 343, Page 276, F.B.C.D.R.;

THENCE, S 01° 30' E, along the boundary line of said 110.80 acre tract, a distance of 1142.00 feet, more or less, to the centerline of an old railroad (based on a width of 100.00 feet) for a corner of the tract herein described;

THENCE, S 01° 13' 40" E, a distance of 1828.11 feet, more or less, to the margin of the Brazo's River, for the most southerly corner of the tract herein described;

THENCE, in a northwesterly direction, along the margin of said Brazos River, following it's meanders, to a point for corner of the tract herein described, same being the southwest corner of said 15.00 acres;

THENCE, due east, along the south boundary line of said 15.00 acres, a distance of 1035.00 feet, more or less, to a point for corner of the tract herein described, same being the southeast corner of said 15.00 acres, and also being in the west boundary line of said Lot 11;

THENCE, due north, along the common line of said 15.00 acres and said Lot 11, a distance of 633.00 feet, more or less, to a corner of the tract herein described, same being the common northerly corner of said Lots 11 and 12 and also being the northeast corner of said 15.00 acres;

THENCE, N 89° 10' E, along the north boundary line of said Lot 11, a distance of 945.00 feet, more or less, to a corner of the tract herein described;

THENCE, S 87° 08' E, continuing along said north boundary line of said Lot 11, a distance of 180.00 feet, more or less, to the POINT OF BEGINNING, containing within these metes and bounds 87.00 acres of land, more or less.

Section IV. The City Engineer is authorized and directed to make additions and corrections to the map of the Town of Fulshear, Texas, showing the territory annexed by this ordinance and the number of this ordinance, and deliver a copy of such map to the City Secretary, all in accordance with the conditions and requirements of Vernon's Ann. Civ. Art. 971a.

PASSED and APPROVED this 30 day of September, 1982.

THE TOWN OF FULSHEAR, TEXAS

By: Jamie W. Roberts
Jamie W. Roberts
Mayor

ATTEST:

By: Carolyn Smith
City Secretary

Voting

Alderman:

E. DOZIER yes
V. RANDLE yes
S. WEST yes
N. BANKS yes
B. G. WALLING yes

CERTIFICATION OF PETITION
FOR EXTENSION OF
EXTRA TERRITORIAL JURISDICTION

TO THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR

Gentlemen:

Be advised that on this date a petition has been received by this office from owners of properties adjoining the limits of this Town for the extension of Extra Territorial Jurisdiction over certain territories described in such petition.

After examination of such petition, I am in a position to certify to you that all of the owners within the territory described in the petition, have requested their lands and territory be subject to the Extra Territorial Jurisdiction of the Town of Fulshear.

Sincerely,

Jamie W. Roberts
Mayor

DATED this 30 day of September, 1982.

PETITION FOR EXTENSION
OF EXTRA TERRITORIAL JURISDICTION

To The Board of Aldermen

Gentlemen:

According to the provisions of Annexation Statutes provided in Vernon's Annotated Civil Statutes, specifically Article 970a, we the undersigned are all of the owners of property contiguous to the Extra Territorial Jurisdiction of the Town of Fulshear, and described as follows, to-wit:

METES AND BOUNDS DESCRIPTION
87.00 ACRES
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 87.00 acres, out of Lots 11, 12 and 13 of the subdivision of the Kipp Tract in the C. Fulshear League, Abstract No. 29, in Fort Bend County, Texas, as shown by the map or plat of same recorded in Volume O, Page 19, F.B.C.D.R., said Lots 11, 12 and 13, stated to contain 102.00 acres, more or less in all, less and except that certain 15.00 acres off the north end of said Lot 12, as shown by Deed dated December 13, 1924, from Sam Jackson Et. Al. to Margaret Trowell and being recorded in Volume 110, Page 260 F.B.C.D.R., leaving 87.00 acres net, more or less, said 87.00 acres being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Lot 11, said corner also being an interior corner of a 110.80 acre tract as called in Volume 343, Page 276, F.B.C.D.R.;

THENCE, S 01° 30' E, along the boundary line of said 110.80 acre tract, a distance of 1142.00 feet, more or less, to the centerline of an old railroad (based on a width of 100.00 feet) for a corner of the tract herein described;

THENCE, S 01° 13' 40" E, a distance of 1828.11 feet, more or less, to the margin of the Brazo's River, for the most southerly corner of the tract herein described;

THENCE, in a northwesterly direction, along the margin of said Brazos River, following it's meanders, to a point for corner of the tract herein described, same being the southwest corner of said 15.00 acres;

THENCE, due east, along the south boundary line of said 15.00 acres, a distance of 1035.00 feet, more or less, to a point for corner of the tract herein described, same being the southeast corner of said 15.00 acres, and also being in the west boundary line of said Lot 11;

THENCE, due north, along the common line of said 15.00 acres and said Lot 11, a distance of 633.00 feet, more or less, to a corner of the tract herein described, same being the common northerly corner of said Lots 11 and 12 and also being the northeast corner of said 15.00 acres;

THENCE, N 89° 10' E, along the north boundary line of said Lot 11, a distance of 945.00 feet, more or less, to a corner of the tract herein described;

THENCE, S 87° 08' E, continuing along said north boundary line of said Lot 11, a distance of 180.00 feet, more or less, to the POINT OF BEGINNING, containing within these metes and bounds 87.00 acres of land, more or less.

Each of the undersigned hereby certify that they do request the Town of Fulshear to extend the Extra Territorial Jurisdiction of the Town of Fulshear, Texas to their lands and that the undersigned are the owners of all of the lands being the subject of this Petition. We understand that the extension of the Extra Territorial Jurisdiction to cover this territory will be considered by the Board of Alderman of the Town of Fulshear, Texas in accordance with the provisions for hearing of such requests as set out in Article 970a of Vernon's Annotated Civil Statutes of The State of Texas.

TOTAL ACREAGE MADE THE BASIS OF THIS PETITION: 87

VOTE: YES in favor of Extension of Extra Territorial Jurisdiction

NO against Extension of Extra Territorial Jurisdiction

NAME	NUMBER OF ACRES OWNED	VOTE (YES OR NO)
Estate of ELLA B. FONDREN, Deceased	87	YES

By: W B Trammell
W. B. TRAMMELL
Co-Independent Executor

By: Doris Fondren
DORIS FONDREN
Co-Independent Executrix
TEXAS COMMERCE BANK, N.A.

By: M L Snell
M. L. SNELL
Co-Independent Executor

AFFIDAVIT ACCOMPANYING PETITION FOR
EXTENSION OF EXTRA TERRITORIAL JURISDICTION

THE STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WE, the undersigned The Estate of Ella B. Fondren, Deceased,

being duly sworn, severally depose and say that all (and each of us) are signers of the foregoing petition for Extension of Extra Territorial Jurisdiction to The Town of Fulshear, Texas, and are each owners of the property of, and that the statements contained in said petition are true, and that all of the owners of said territory described in said petition have voted in favor of said extension.

ESTATE OF ELLA B. FONDREN, Deceased

W. B. TRAMMELL Co-Independent Executor

DORIS FONDREN, Co-Independent Executrix

TEXAS COMMERCE BANK, N.A.

M. L. SNELL
Co-Independent Executor

SWORN to and SUBSCRIBED to by each of the foregoing, before me, the undersigned authority on this day of August, A.D., 1982.

Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by W. B. Trammell before me the undersigned authority on this 23rd day of September, 1982.

Helen L. Ashley
Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by Doris Fondren before me the undersigned authority on this 6th day of September, 1982.

Doris B. Smothers
Notary Public in and for
The State of Texas
Commission Expires 3-31-85

SWORN to and SUBSCRIBED to by M. L. Snell, Vice President and Trust Officer of Texas Commerce Bank National Association, a national banking association, before me the undersigned authority on this 9th day of September, 1982.

Karen Jones
Notary Public in and for
The State of Texas

My Commission Expires 11-29-85

ORDINANCE NO. 586

AN ORDINANCE EXTENDING THE
EXTRA TERRITORIAL JURISDICTION OF
THE TOWN OF FULSHEAR, TEXAS

WHEREAS, heretofore, on the 30 day of September, 1982, Jamie W. Roberts, Mayor, of the Town of Fulshear, Texas submitted to the Board of Alderman, a petition executed by persons who are all of the owners of the area of the hereinafter described property; and

WHEREAS, on September 30, 1982 at 7:00 P.M. in the City Council Chambers at 199 Main in the Town of Fulshear, Texas a hearing was held pursuant to petition application and every person interested in the extension of the Extra Territorial Jurisdiction of the Town of Fulshear over such territory was given an opportunity to appear and be heard, after which hearing the Town of Fulshear, Texas, considered all the testimony of the persons appearing thereto and did determine that such property herein described is proper to consider for inclusion within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and an ordinance was passed as follows:

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

Section I. Based on the testimony of witnesses and parties appearing at the hearing held in the City Council Chambers at 199 Main , in the Town of Fulshear, Texas, at 7:00 P.M. on September 30, 1982 , the Board of Alderman does hereby expressly determine and find the following:

1. The Board of Alderman does find that the petition for extension of Extra Territorial Jurisdiction of the Town of Fulshear over the lands herein described in Section III is executed by all of the owners of the lands herein described in Section III.

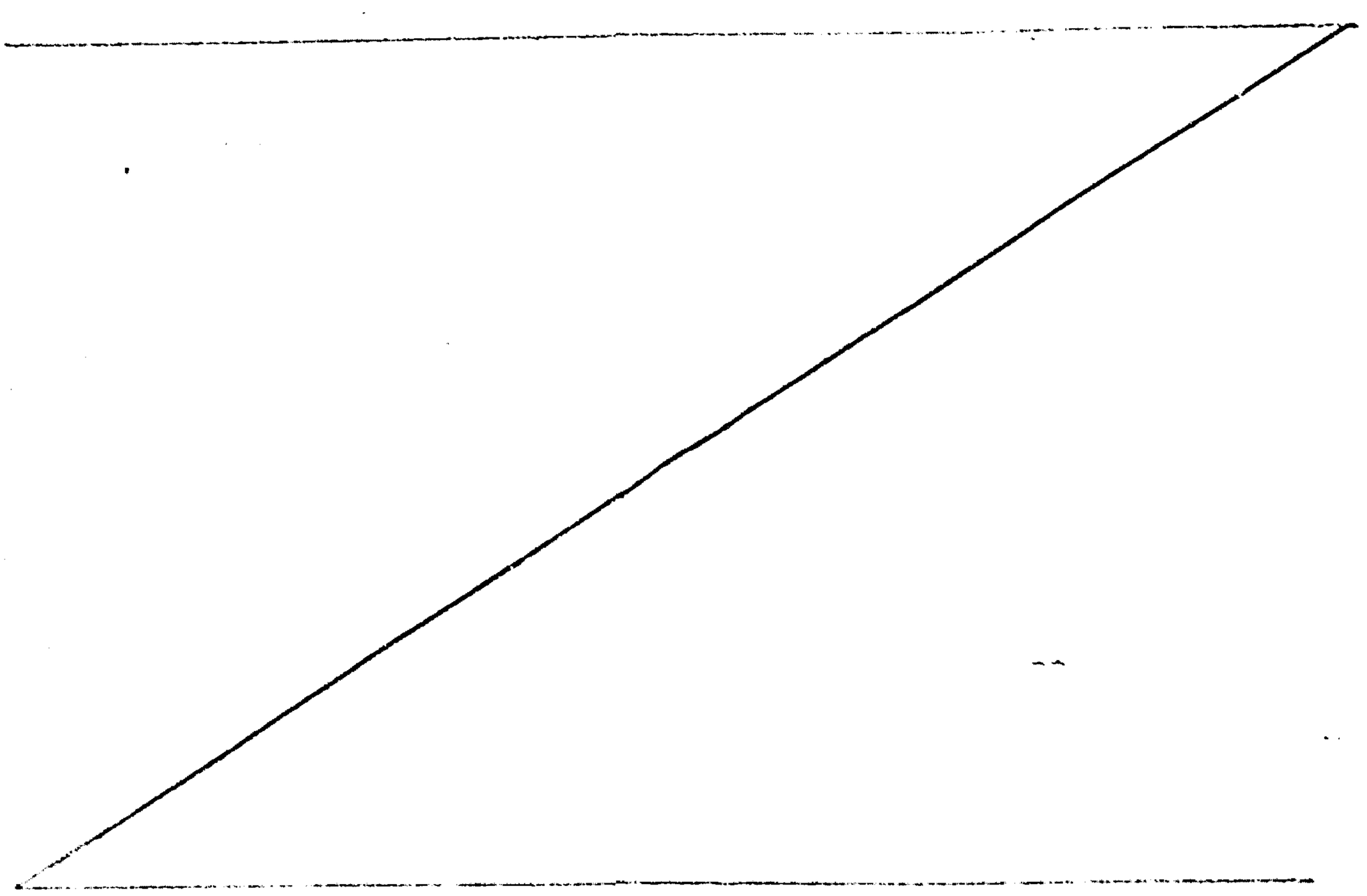
2. The Board of Alderman does find that the lands petitioned to be included within the Extra Territorial Jurisdiction of the Town of Fulshear and hereinafter described in Section III

do adjoin and are contiguous to the present City limits and/or Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

3. The Board of Alderman does find that there are no claims that any part of such lands are territory hereinafter described in Section III is in conflict with the Extra Territorial Jurisdiction of any other city.

Section II. That by virtue of the authority vested in The Town of Fulshear, Texas, as a General Law City under the laws of the State of Texas, and by adoption of Title 28, of Vernon's Annotated Civil Statutes of the State of Texas, and particularly Vernon's Ann. Civ. St., Art. 970a, the lands and territory described in Section III hereof be and the same is hereby included in the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, and said lands and territory shall hereinafter be included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas.

Section III. That the lands and territory included within the Extra Territorial Jurisdiction of the Town of Fulshear, Texas, by this ordinance is described by metes and bounds as follows, to-wit:



METES AND BOUNDS DESCRIPTION
CALLED 1081.9 ACRES
FONDREN TRUST "B"
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 1081.9 acres (called) out of the Randon & Pennington League in Fort Bend County, Texas, and being located and situated on the Brazos River (as per Vol. 464, Pg. 595, F.B.C.D.R.), said 1081.9 acres being more particularly described by metes and bounds as follows:

BEGINNING at a point on the east line of said Randon & Pennington League, same being in the centerline of Cottonwood Bayou (sometimes known as Jones Creek), (as per aforementioned Deed), said point also being on the Extra Territorial Jurisdiction Line of the Town of Fulshear;

THENCE, due south (variation 930), leaving said Extra Territorial Jurisdiction Line of the Town of Fulshear and along the common line between the Randon & Pennington League and the John Foster 2-1/2 League Grant, same being the east boundary line of the tract herein described, a distance of 11,993.07 feet more or less (as per aforementioned Deed), to the margin of the Brazos River;

THENCE, up said Brazos River, along it's meanders to the northeast corner of a called 251.075 acre tract, as per Vol. 671, Pg. 881, F.B.C.D.R., same being a corner of the tract herein described;

THENCE, S 78° 29' W, leaving the west bank of the Brazos River, and along a fence line, a distance of 113.1 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, S 87° 20' W, along said fence line, a distance of 281.00 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 82° 35' 20" W, continuing along said fence line, a distance of 136.00 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 72° 46' W, continuing along said fence line, a distance of 194.00 feet, (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 61° 07' 10" W, continuing along said fence line, a distance of 44.50 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 51° 37' 10" W, continuing along said fence line, a distance of 93.90 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, S 50° 33' 10" W, continuing along said fence line, a distance of 168.50 feet to a corner of the tract herein described;

THENCE, S 81° 32' W, continuing along said fence line, a distance of 40.00 feet (as per last aforementioned Deed) to a corner of the tract herein described, same being the west R.O.W. line of Montgomery Road (based on a width of 40.00 feet) as per Vol. 366, Pg. 349, F.B.C.D.R.;

THENCE, N 00° 03' W, along said west R.O.W. line, same being the east boundary line of a called 391.47 acre tract, as per Deed recorded in Vol. 569, Pg. 768, F.B.C.D.R., a distance of 5,430.10 feet to it's northerly east corner, same being a corner of the tract herein described;

THENCE, due east, leaving said west R.O.W. line, a distance of 40.00 feet, to the east R.O.W. line of said Montgomery Road, same being the southeast corner of a called 634 acre tract, as per Vol. 70, Pg. 481, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due north, along said east R.O.W. line, same being the east boundary line of said 634.4 acres, a distance of 7,364.46 feet to it's northeast corner, same being a corner of the tract herein described;

THENCE, N 89° 42' 50" W, leaving said east R.O.W. line and along the north boundary line of said 634.4 acres, a distance of 40.00 feet to the west R.O.W. line of said Montgomery Road, for a corner of the tract herein described;

THENCE, N 00° 10' W, along said west R.O.W. line of Montgomery Road, same being the east boundary line of a called 110.8 acre tract, as per Deed recorded in Vol. 343, Pg. 276, F.B.C.D.R., a distance of 1,245.00 feet to a point on the Extra Territorial Jurisdiction Line of the Town of Fulshear, said point being on the centerline of Cottonwood Bayou (sometimes known as Jones Creek), same being a corner of a called 367.199 acre tract, as per Deed recorded in Vol. 76, Pg. 388, F.B.C.D.R., also being a corner of the tract herein described;

THENCE, S 35° 54' 45" E, leaving said west R.O.W. line and along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou and south boundary line of said 367.199 acres, a distance of 404.28 feet to a corner of the tract herein described;

THENCE, S 53° 07' 30" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 178.46 feet to a corner of the tract herein described;

THENCE, S 71° 31' 00" W, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.73 feet to a corner of the tract herein described;

THENCE, S 78° 57' 15" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.54 feet to a corner of the tract herein described;

THENCE, S 73° 50' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 206.79 feet to a corner of the tract herein described;

THENCE, S 87° 53' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 183.89 feet to a corner of the tract herein described;

THENCE, N 85° 48' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 311.23 feet to a corner of the tract herein described;

THENCE, N 82° 02' 35" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 191.06 feet to a corner of the tract herein described;

THENCE, N 87° 46' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.24 feet to a corner of the tract herein described;

THENCE, N 84° 02' 40" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 200.07 feet to a corner of the tract herein described;

THENCE, N 87° 05' 55" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 211.83 feet to a corner of the tract herein described;.

THENCE, N 87° 13' 25" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 315.20 feet to a corner of the tract herein described;

THENCE, S 75° 09' 25" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 348.37 feet to a corner of the tract herein described;

THENCE, S 52° 33' 35" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 301.30 feet to a corner of the tract herein described;

THENCE, S 37° 42' 30" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 172.73 feet to a corner of the tract herein described;

THENCE, S 61° 05' 10" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 146.38 feet to a corner of the tract herein described;

THENCE, S 73° 10' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 269.73 feet to a corner of the tract herein described;

THENCE, S 68° 08' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 543.40 feet to a corner of the tract herein described;

THENCE, S 65° 09' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 761.10 feet to a corner of the tract herein described;

THENCE, S 68° 54' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 468.60 feet to a corner of the tract herein described;

THENCE, S 74° 41' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 252.20 feet to a corner and POINT OF BEGINNING of the tract herein described containing 1081.9 acres of land, more or less, according to Deed recorded in Vol. 464, Pg. 595, F.B.C.D.R.

Section IV. The City Engineer is authorized and directed to make additions and corrections to the map of the Town of Fulshear, Texas, showing the territory annexed by this ordinance and the number of this ordinance, and deliver a copy of such map to the City Secretary, all in accordance with the conditions and requirements of Vernon's Ann. Civ. Art. 971a.

PASSED and APPROVED this 30 day of September, 1982.

THE TOWN OF FULSHEAR, TEXAS

By: Jamie W. Roberts
Jamie W. Roberts
Mayor

ATTEST:

By: Carolyn Smith
City Secretary

Voting

Alderman:

E. DOZIER yes
V. RANDLE yes
S. WEST yes
N. BANKS yes
B. G. WALLING yes

CERTIFICATION OF PETITION FOR EXTENSION OF EXTRA TERRITORIAL JURISDICTION

TO THE BOARD OF ALDERMAN OF THE CITY OF FULSHEAR

Gentlemen:

Be advised that on this date a petition has been received by this office from owners of properties adjoining the limits of this Town for the extension of Extra Territorial Jurisdiction over certain territories described in such petition.

After examination of such petition, I am in a position to certify to you that all of the owners within the territory described in the petition, have requested their lands and territory be subject to the Extra Territorial Jurisdiction of the Town of Fulshear.

Sincerely,

Jamie W. Roberts
Mayor

DATED this 30 day of September, 1982.

SEP 13 1982

PETITION FOR EXTENSION OF EXTRA TERRITORIAL JURISDICTION

To The Board of Aldermen

Gentlemen:

According to the provisions of Annexation Statutes provided in Vernon's Annotated Civil Statutes, specifically Article 970a, we the undersigned are all of the owners of property contiguous to the Extra Territorial Jurisdiction of the Town of Fulshear, and described as follows, to-wit:

METES AND BOUNDS DESCRIPTION
CALLED 1081.9 ACRES
FONDREN TRUST "B"
EXTENSION OF EXTRA TERRITORIAL JURISDICTION
TOWN OF FULSHEAR

Being a tract or parcel of land containing 1081.9 acres (called) out of the Randon & Pennington League in Fort Bend County, Texas, and being located and situated on the Brazos River (as per Vol. 464, Pg. 595, F.B.C.D.R.), said 1081.9 acres being more particularly described by metes and bounds as follows:

BEGINNING at a point on the east line of said Randon & Pennington League, same being in the centerline of Cottonwood Bayou (sometimes known as Jones Creek), (as per aforementioned Deed), said point also being on the Extra Territorial Jurisdiction Line of the Town of Fulshear;

THENCE, due south (variation 930), leaving said Extra Territorial Jurisdiction Line of the Town of Fulshear and along the common line between the Randon & Pennington League and the John Foster 2-1/2 League Grant, same being the east boundary line of the tract herein described, a distance of 11,993.07 feet more or less (as per aforementioned Deed), to the margin of the Brazos River;

THENCE, up said Brazos River, along it's meanders to the northeast corner of a called 251.075 acre tract, as per Vol. 671, Pg. 881, F.B.C.D.R., same being a corner of the tract herein described;

THENCE, S 78° 29' W, leaving the west bank of the Brazos River, and along a fence line, a distance of 113.1 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, S 87° 20' W, along said fence line, a distance of 281.00 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 82° 35' 20" W, continuing along said fence line, a distance of 136.00 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 72° 46' W, continuing along said fence line, a distance of 194.00 feet, (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 61° 07' 10" W, continuing along said fence line, a distance of 44.50 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, N 51° 37' 10" W, continuing along said fence line, a distance of 93.90 feet (as per last aforementioned Deed) to a corner of the tract herein described;

THENCE, S 50° 33' 10" W, continuing along said fence line, a distance of 168.50 feet to a corner of the tract herein described;

THENCE, S 81° 32' W, continuing along said fence line, a distance of 40.00 feet (as per last aforementioned Deed) to a corner of the tract herein described, same being the west R.O.W. line of Montgomery Road (based on a width of 40.00 feet) as per Vol. 366, Pg. 349, F.B.C.D.R.;

THENCE, N 00° 03' W, along said west R.O.W. line, same being the east boundary line of a called 391.47 acre tract, as per Deed recorded in Vol. 569, Pg. 768, F.B.C.D.R., a distance of 5,430.10 feet to it's northerly east corner, same being a corner of the tract herein described;

THENCE, due east, leaving said west R.O.W. line, a distance of 40.00 feet, to the east R.O.W. line of said Montgomery Road, same being the southeast corner of a called 634 acre tract, as per Vol. 70, Pg. 481, F.B.C.D.R., for a corner of the tract herein described;

THENCE, due north, along said east R.O.W. line, same being the east boundary line of said 634.4 acres, a distance of 7,364.46 feet to it's northeast corner, same being a corner of the tract herein described;

THENCE, N 89° 42' 50" W, leaving said east R.O.W. line and along the north boundary line of said 634.4 acres, a distance of 40.00 feet to the west R.O.W. line of said Montgomery Road, for a corner of the tract herein described;

THENCE, N 00° 10' W, along said west R.O.W. line of Montgomery Road, same being the east boundary line of a called 110.8 acre tract, as per Deed recorded in Vol. 343, Pg. 276, F.B.C.D.R., a distance of 1,245.00 feet to a point on the Extra Territorial Jurisdiction Line of the Town of Fulshear, said point being on the centerline of Cottonwood Bayou (sometimes known as Jones Creek), same being a corner of a called 367.199 acre tract, as per Deed recorded in Vol. 76, Pg. 388, F.B.C.D.R., also being a corner of the tract herein described;

THENCE, S 35° 54' 45" E, leaving said west R.O.W. line and along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou and south boundary line of said 367.199 acres, a distance of 404.28 feet to a corner of the tract herein described;

THENCE, S 53° 07' 30" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 178.46 feet to a corner of the tract herein described;

THENCE, S 71° 31' 00" W, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.73 feet to a corner of the tract herein described;

THENCE, S 78° 57' 15" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.54 feet to a corner of the tract herein described;

THENCE, S 73° 50' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 206.79 feet to a corner of the tract herein described;

THENCE, S 87° 53' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 183.89 feet to a corner of the tract herein described;

THENCE, N 85° 48' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 311.23 feet to a corner of the tract herein described;

THENCE, N 82° 02' 35" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 191.06 feet to a corner of the tract herein described;

THENCE, N 87° 46' 05" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 300.24 feet to a corner of the tract herein described;

THENCE, N 84° 02' 40" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 200.07 feet to a corner of the tract herein described;

THENCE, N 87° 05' 55" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 211.83 feet to a corner of the tract herein described;

THENCE, N 87° 13' 25" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 315.20 feet to a corner of the tract herein described;

THENCE, S 75° 09' 25" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 348.37 feet to a corner of the tract herein described;

THENCE, S 52° 33' 35" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 301.30 feet to a corner of the tract herein described;

THENCE, S 37° 42' 30" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 172.73 feet to a corner of the tract herein described;

THENCE, S 61° 05' 10" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 146.38 feet to a corner of the tract herein described;

THENCE, S 73° 10' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 269.73 feet to a corner of the tract herein described;

THENCE, S 68° 08' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 543.40 feet to a corner of the tract herein described;

THENCE, S 65° 09' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 761.10 feet to a corner of the tract herein described;

THENCE, S 68° 54' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 468.60 feet to a corner of the tract herein described;

THENCE, S 74° 41' 00" E, continuing along said Extra Territorial Jurisdiction Line of the Town of Fulshear, same being the centerline of said Cottonwood Bayou, and south boundary line of said 367.199 acres, a distance of 252.20 feet to a corner and POINT OF BEGINNING of the tract herein described containing 1081.9 acres of land, more or less, according to Deed recorded in Vol. 464, Pg. 595, F.B.C.D.R.

Each of the undersigned hereby certify that they do request the Town of Fulshear to extend the Extra Territorial Jurisdiction of the Town of Fulshear, Texas to their lands and that the undersigned are the owners of all of the lands being the subject of this Petition. We understand that the extension of the Extra Territorial Jurisdiction to cover this territory will be considered by the Board of Alderman of the Town of Fulshear, Texas in accordance with the provisions for hearing of such requests as set out in Article 970a of Vernon's Annotated Civil Statutes of The State of Texas.

TOTAL ACREAGE MADE THE BASIS OF THIS PETITION: 1,081.9

VOTE: YES in favor of Extension of Extra Territorial Jurisdiction

NO against Extension of Extra Territorial Jurisdiction

NAME	NUMBER OF ACRES OWNED	VOTE (YES OR NO)
FONDREN TRUST "B"	1,081.90 (undivided interest jointly owned)	YES
DAVID UNDERWOOD		YES

FONDREN TRUST "B"

BY: Walter W. Fondren, III, Trustee

Doris Fondren Allday, Trustee

DAVID UNDERWOOD

Camille Fondren Habermacher, Trustee

AFFIDAVIT ACCOMPANYING PETITION FOR
EXTENSION OF EXTRA TERRITORIAL JURISDICTION

THE STATE OF TEXAS §§
§§
COUNTY OF FORT BEND §§

WE, the undersigned FONDREN TRUST "B", DAVID UNDERWOOD AND _____,

being duly sworn, severally depose and say that all (and each of us) are signers of the foregoing petition for Extension of Extra Territorial Jurisdiction to The Town of Fulshear, Texas, and are each owners of the property of, and that the statements contained in said petition are true, and that all of the owners of said territory described in said petition have voted in favor of said extension.

DAVID UNDERWOOD

FONDREN TRUST "B"

BY: Walter W. Fondren
WALTER W. FONDREN, Trustee

Doris Fondren Allday
Doris Fondren Allday, Trustee

Camille Fondren Habermacher
Camille Fondren Habermacher, Trustee

SWORN to and SUBSCRIBED to by David Underwood before me, the undersigned authority on this 14th day of August, A.D., 1982.

Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by Walter W. Fondren, III, Trustee, before me, the undersigned authority on this 13th day of September, 1982.

Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by Doris Fondren Allday, Trustee, before me, the undersigned authority on this 13 day of September, 1982.

Mary Lou Lonek
Notary Public in and for
The State of Texas

SWORN to and SUBSCRIBED to by Camille Fondren Habermacher, Trustee, before me, the undersigned authority on this 6th day of September, 1982.

Bruce B Mathews
Notary Public in and for
The State of Texas

NO. 587

AN ORDINANCE AUTHORIZING THE CITY COUNCIL OF THE CITY OF FULSHEAR ACTING FOR AND ON BEHALF OF SAID CITY TO ENTER INTO ALL NECESSARY AGREEMENTS WITH THE EMPLOYEES RETIREMENT SYSTEM OF TEXAS RELATIVE TO FEDERAL OLD-AGE, SURVIVORS, DISABILITY AND HEALTH INSURANCE BENEFITS UNDER THE PROVISIONS OF APPLICABLE STATE AND FEDERAL LAWS; AUTHORIZING THE MAYOR TO EXECUTE ALL SAID NECESSARY AGREEMENTS AND INSTRUMENTS FOR AND ON BEHALF OF SAID CITY COUNCIL AND CITY; DIRECTING THE CITY SECRETARY TO MAKE ASSESSMENTS, COLLECTIONS, AND REPORTS; AND ORDERING THE ALLOCATION AND SETTING ASIDE OF SUFFICIENT MONEY FROM AVAILABLE FUNDS TO CARRY OUT THE PROVISIONS OF SAID LAWS, SUCH MONEY TO BE SET ASIDE AND MAINTAINED IN THE REGULAR CITY DEPOSITORY AND TO BE KNOWN AS THE CITY OF FULSHEAR SOCIAL SECURITY FUND:

WHEREAS, under the provisions of (1) House Bill 603, Acts 52nd Leg., R.S. 1951, as amended (article 695g, Vernon's Texas Civil Statutes); and (2) Public Law 734, 81st Congress, ch. 809, 2d, H.R. 6000, incorporated cities of this State may enter into agreements with the Employees Retirement System of Texas and secure the benefits of Federal Old-Age, Survivors, Disability and Health Insurance, as outlined in said laws; and

WHEREAS, it is the opinion of the City Council that the extension of this Old-Age, Survivors, Disability and Health Insurance System will be of great benefit not only to the employees of the municipality but to the municipality by attracting to it and enabling it to retain the best of personnel and thus increase the efficiency of its government; and it is deemed that the payment by the municipality of its portion of the cost of said system is a payment for municipal purposes.

WHEREAS, it is the desire of this City Council to authorize the making of any and all necessary agreements in order to secure the benefits of said acts; therefore,

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

1. That the City Council acting for and on behalf of the City of Fulshear, shall enter into all necessary agreements with the Employees Retirement System of Texas for the purpose of carrying out the provisions of the above-mentioned acts.

2. That Honorable JAMIE W. ROBERTS, Mayor, is hereby appointed as Agent of the City Council and of the City to execute all necessary agreements and instruments for and in behalf of said City Council and City.

3. That the City Secretary, CAROLYN SMITH, is hereby directed to be the person responsible for making assessments, collections, payments, and reports, as required by the Employees Retirement System of Texas.

4. That a sufficient sum of money be allocated and set aside from available funds for the purpose of carrying out the provisions of the above-mentioned acts, such money so allocated and set aside to be known as the City of Fulshear Social Security Fund, which fund shall be set aside and maintained in the regular city depository.

This Ordinance shall become effective upon its passage.

PASSED AND APPROVED this the 18 day of October, 1982.

APPROVED:
THE CITY OF FULSHEAR

By: Jamie W. Roberts
JAMIE W. ROBERTS

ATTEST:

By: Carolyn H. Smith
CAROLYN SMITH

ALDERMEN:
VOTING

E. DOZIER	Absent
V. RANDLE	YES
S. WEST	YES
N. BANKS	YES
B. G. WALLING	Absent

NO. 588

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FULSHEAR, TEXAS, TO ENTER INTO AN AGREEMENT WITH FORT BEND COUNTY, TEXAS, FOR THE ACCEPTANCE, PROCESSING, GUARDING AND HOUSING OF PRISONERS FROM THE CITY, PROVIDING FOR THE PAYMENT OF FEES TO THE COUNTY, PROVIDING FOR MEDICAL CARE AND COSTS FOR PRISONERS, PROVIDING FOR PAYMENT OF DAMAGES CAUSED BY PRISONERS; PROVIDING FOR TRANSPORTATION OF PRISONER; PROVIDING FOR HOLD HARMLESS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR, TEXAS.

SECTION ONE. AGREEMENT

The Mayor of the City of Fulshear, Texas is hereby authorized to enter into an agreement with Fort Bend County, Texas for the placement and care of prisoners of the City of Fulshear, described more particularly in Exhibit "A".

SECTION TWO. PAYMENT

The City shall pay the Treasurer of Fort Bend County, Texas at the end of each calendar month the sum of $10.00 per day that each city prisoner has been incarcerated in the County jail.

SECTION THREE. MEDICAL CARE AND COST

The City of Fulshear shall provide and pay for medical care of City prisoners; and pay the expenses of repairing damages caused to the County jail by City prisoners.

SECTION FOUR. TRANSPORTATION

The City shall provide transportation of City prisoners to and from Municipal Court.

SECTION FIVE. HOLD HARMLESS

The City shall save and hold harmless the Sheriff of Fort Bend County, Texas and the Sheriff's successors in office, from any claims for damages for which the Sheriff or County may be held liable to a City prisoner because of the acts or omissions of any City employee.

SECTION SIX. TERM

This agreement shall remain in force and effect until terminated by either the City of the County.

PASSED AND APPROVED the ~~23rd~~ 18 day of ~~August~~ October, 1982.

THE CITY OF FULSHEAR

BY: James W. Roberts
Mayor

ATTEST: Carolyn Smith, City Secy.

VOTING ALDERMEN

E. Dozier Absent

V. Randle Yes

S. West Yes

N. Banks Yes

B. G. Walling Absent

INCORPORATED 1977

Town of Fulshear

Jamie W. Roberts
Mayor
Edward Dozier
Mayor Pro-Tem
Sethora West
Councilwoman
Viola Randle
Councilwoman
Narvelene Banks
Councilwoman
B. G. Walling
Councilman
David Frishman
City Attorney
Carolyn Smith
City Secretary

P. O. BOX 279 — FULSHEAR, TEXAS 77441

ORDINANCE NUMBER 589

AN ORDINANCE ADOPTING THE FOURTH QUARTER 1982 BUDGET FOR THE TOWN OF FULSHEAR, TEXAS

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FULSHEAR,TX:

1. The Budget as proposed and presented by the Mayor and Board of Aldermen of the Town of Fulshear,Texas, for the fourth quarter of the fiscal year October 1, 1982 through December 31, 1982, is hereby approved and adopted by the Town of Fulshear,Texas.

2. The Public Hearing having been duly held on October 18, 1982, at 7:30 o'clock p.m., at the Bentley Bldg., 199 Main Street,Fulshear,Texas, with all persons having been heard, this Ordinance shall take effect and be in full force from and after its adoption.

PASSED AND APPROVED THIS THE 18 day of October,1982

James W. Roberts
MAYOR

ATTEST:

Carolyn H. Smith
City Secretary

Voting Aldermen:

E.Dozier absent N. Banks aye B. Walling aye

S.West aye V. Randle aye

ORDINANCE NO. 590

COPY

AN ORDINANCE MAKING IT UNLAWFUL TO DISCHARGE FIREARM OR DEADLY WEAPON, AIR RIFLES AND OTHER PROJECTILES WITHIN THE CITY OF FULSHEAR, TEXAS; PROVIDING THAT THE VIOLATION OF SUCH ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE UPON CONVICTION BY FINE UP TO THE AMOUNT OF TWO HUNDRED DOLLARS ($200.00), AND CONTAINING A SAVING CLAUSE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FULSHEAR, TEXAS:

Section 1: It shall be unlawful to discharge any firearm or other deadly weapon, air rifle, pellet gun, BB gun, carbon dioxide (CO2) gun, bow, crossbow, or so called hunting slingshot so that the projectile therefrom crosses any public property, or crosses any thoroughfare or property line within the City of Fulshear, Texas; except that any rifle, pellet gun, BB gun, carbon dioxide gun, bow, crossbow, or so called hunting slingshot may be discharged by any party upon his own property and upon the property of another only when acting in such other person's presence and with his permission.

Section 2: Any person violating this ordinance shall be guilty of a misdemeanor and upon conviction shall be subject to punishment by fine not exceeding TWO HUNDRED ($200.00) DOLLARS.

Section 3: In any section, provision, subdivision, clause, or part of this ordinance shall be adjudged invalid or held unconstitutional, that shall not affect the validity of this ordinance as a whole or any part or provision contained herein.

Section 4: The City Secretary is instructed to publish the caption of this Ordinance as required by law.

PASSED AND APPROVED this the 20th day of December, 1982.

THE CITY OF FULSHEAR, TEXAS

By: Edward N. Ehrig
Mayor Pro-Tem

ATTEST:

By: Carolyn H. Smith
City Secretary

VOTING ALDERMEN:

E. DOZIER	yes	N. BANKS	yes
S. WEST	yes	B. G. WALLING	yes
V. RANDLE	yes		