

ORDINANCE NO. 2013-1091
TABLE OF CONTENTS

Sec. 1.....	2
Sec. 2.....	2
Sec. 3.....	2
Sec. 4 – Special Provisions.....	7
Sec. 5 – Preliminary Plat Submission.....	10
Sec. 6 – Commission Action on Preliminary Plat Applications.....	16
Sec. 7 – City Council Action on Preliminary Plat Applications.....	17
Sec. 8 – Final Plat Submission.....	18
Sec. 9 – Commission Action on Final Plat Applications.....	23
Sec. 10 – City Council Action on Final Plat Applications.....	24
Sec. 11 – Development Plats.....	24
Sec. 12 – Amending Plats, Minor Plats, and Certain Replats.....	26
Sec. 13 – Replats.....	26
Sec. 14 – Streets, drainage ways, and other specialty easement plats.....	27
Sec. 15 – Expiration of Preliminary and Final Plats.....	27
Sec. 16 – Parkland Dedication Requirements.....	28
Sec. 17 – Exactions.....	33
Sec. 18 – City’s Design Standards and Construction Standards.....	34
Sec. 19 – Additional regulations.....	46
Sec. 20 – Penalty.....	48
Sec. 21 – Severability.....	49
Sec. 22 – Repeal Clause.....	49
Sec. 23 – Effective date.....	49

ORDINANCE NO. 2013-1091

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, PROVIDING RULES AND REGULATIONS GOVERNING PLATS AND THE SUBDIVISION OF LAND WITHIN THE TERRITORIAL LIMITS OF THE CITY OF FULSHEAR, TEXAS, AND THE CITY'S EXTRATERRITORIAL JURISDICTION; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas, ("city"), is authorized by Chapter 212 of the Texas Local Government Code to promulgate rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction; and

WHEREAS, the city council of the City of Fulshear, Texas, finds that the rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction promotes the health, safety, and general welfare of the city; and

WHEREAS, the city council of the City of Fulshear, Texas, further finds that the rules and regulations governing plats and subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction promotes the safe, orderly, and healthful development of the city; and

WHEREAS, the City of Fulshear, Texas, planning commission reviewed and approved this Ordinance governing plats and the subdivisions of land; and

WHEREAS, the city council of the City of Fulshear, Texas, held a public hearing prior to the adoption of this Ordinance, in which any person desiring to comment on this Ordinance was allowed to speak and the city council considered all comments;

11

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

Section 1. The facts and recitations contained in the preamble to this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. This Ordinance shall apply to all plats and all subdivisions of land within the territorial limits of the city and the city's extraterritorial jurisdiction, except where specifically exempted herein.

Section 3. Definitions. The following words, terms, and phrases shall have the meanings set forth below for purposes of this Ordinance:

Amending Plat shall mean a plat, signed by the property owners, which corrects an error in a course or distance shown on the preceding plat; adds a course or distance that was omitted on the preceding plat; corrects an error in a real property description shown on the preceding plat; indicates monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments; to show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat; to correct any other type of scrivener or clerical error or omission previously approved by the city, including lot numbers, acreage, street names, and identification of adjacent recorded plats; to correct an error in courses and distances of lot lines between two adjacent lots if: (A) both lot owners join in the application for amending the plat, (B) neither lot is abolished, (C) the amendment does not attempt to remove recorded covenants or restrictions, and (D) the amendment does not have a material adverse

effect on the property rights of the other owners in the plat; to relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement; to relocate one or more lot lines between one or more adjacent lots if: (A) the owners of all those lots join in the application for amending the plat, (B) the amendment does not attempt to remove recorded covenants or restrictions, and (C) the amendment does not increase the number of lots; to make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if: (A) the changes do not affect applicable zoning and other regulations of the municipality, (B) the changes do not attempt to amend or remove any covenants or restrictions, and (C) the area covered by the changes is located in an area that the city council has approved, after a public hearing, as a residential improvement area; or to replat one or more lots fronting on an existing street if: (A) the owners of all those lots join in the application for amending the plat, (B) the amendment does not attempt to remove recorded covenants or restrictions, (C) the amendment does not increase the number of lots, and (D) the amendment does not create or require the creation of a new street or make necessary the extension of city facilities.

Block shall mean an identified tract or parcel of land established within a subdivision surrounded by a street or a combination of streets and other physical features and which may be further subdivided into individual lots or reserves.

City shall mean the City of Fulshear, Texas, a municipality existing pursuant to the laws of the State of Texas.

City Council shall mean the duly elected governing body of the city.

City Engineer shall mean the person authorized by the city as its engineer or his or her duly authorized representative.

Commission shall mean the planning commission of the city.

Comprehensive Plan shall mean the general plan for growth and development of the city and its environs, including any and all applicable elements of such plan, such as a land use plan, utilities plan, drainage plan, infrastructure master plan, parks plan, and other similar plans.

Development Plat shall mean a complete and exact development plan for new commercial construction or the enlargement of any exterior dimension of any commercial building, structure, or improvement prepared in conformity with this Ordinance and is suitable for recording in the county real property records. For purposes of the development plat, the term commercial means any non-residential building including but not limited to places of worship, schools, manufacturing, and industrial buildings, structures, and improvements.

Drainage District shall mean the Fort Bend County Drainage District or the Brookshire Katy Drainage District, as applicable.

Easement shall mean an area of land dedicated for restricted use in which a person or public or private entity has the right to control the land or the area above or below the land for a specific limited purpose.

Extraterritorial jurisdiction shall mean that area of land located outside the city's territorial limits, as defined in Chapter 42 of the Texas Local Government Code.

Final plat shall mean a map or drawing of a proposed subdivision prepared in conformity with this Ordinance and suitable for recording in the county real property records.

Lot shall mean a physically undivided tract or parcel of land having frontage on a public or private street and which is or may be offered for sale, conveyance, transfer, lease, development, or improvement.

Major Thoroughfare shall mean a public street which is reflected on the city's major thoroughfare plan.

Major Thoroughfare Plan shall mean the street layout plan adopted in 2004 by city council, or any amendments or changes thereto approved and adopted by the city council.

Minor Plat shall mean a plat which involves four (4) or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of city facilities.

Oversize facility shall mean a utility, facility, or infrastructure that exceeds the capacity necessary to serve the development being platted, but which the city requires be built to serve other developments.

Person shall mean any individual, partnership, association, entity, firm, corporation.

Preliminary plat shall mean a map or drawing of a proposed subdivision prepared in conformity with this Ordinance but not suitable for recording in the county real property records.

Replat shall mean a plat signed by the property owners which shows all or a portion of an existing subdivision prepared in conformity with this Ordinance, where the purpose is to alter the original layout of streets, lots, or other features of the development but not amending or removing any covenants or restrictions.

Street Dedication Plat shall mean a plat showing the location of a public street prepared in conformity with this Ordinance and suitable for recording in the county real property records.

Street, Private shall mean any street not dedicated as a public street. A private street shall include any paved improvement designed to facilitate the movement of vehicles from one point to another within a subdivision.

Street, Public shall mean a thoroughfare or right-of-way, dedicated to the public, and accepted for maintenance by the city or county, and which provides vehicular access within the subdivision or to adjacent land. A public street shall include any paved improvement designed to facilitate the movement of vehicles from one point to another within a subdivision and includes all internal drives or driveways within a subdivision.

Subdivider or Developer shall mean any person or authorized agent thereof proposing to divide or dividing any land so as to constitute a subdivision according to this Ordinance.

Subdivision shall mean a division of land into two (2) or more a lots, tracts, reserves, parcels, sites, or other divisions of land for sale, rental, lease, conveyance, or development, now or in the future, regardless of the size of the subdivision, unless exempted per this Ordinance. Any laying or realignment of public or private streets or

other public or private access ways shall constitute a subdivision. Subdivision also shall include the resubdivision of land which is part of a previously recorded subdivision. The term subdivision includes the division of land whether by plat or by metes and bounds description.

Tract shall mean a piece of land subdivided, which may be subdivided into lots, parcels, or some other form of subdivision.

Title report shall mean a report prepared and executed by a title company authorized to do business in the State of Texas or an attorney licensed with the State of Texas, describing all encumbrances of record that affect the subdivision, together with all recorded deeds. The report shall include a legal description of the subdivision. The report shall be executed within thirty (30) days before the date an application for final plat approval is submitted to the city.

Section 4. Special Provisions.

A. Plat Approval Required.

Unless a subdivision is specifically exempted from the requirements to obtain a plat by this Ordinance:

1. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the territorial limits of the city or within the city's extraterritorial jurisdiction until an appropriate plat of such subdivision is approved and recorded in conformity with this Ordinance.

2. It shall be unlawful for any person to construct, or cause, allow, or permit to be constructed any public or private street, utility service or facility, building, structure, or other improvement on any tract, lot, or parcel of land within the territorial

limits of the city or the city's extraterritorial jurisdiction until an appropriate plat is approved and recorded in conformity with this Ordinance.

3. It shall be unlawful for any person to connect or serve any utility service or facility to any tract, lot, or parcel of land within the territorial limits of the city or the city's extraterritorial jurisdiction until an appropriate plat is approved and recorded in conformity with this Ordinance.

4. No building, electrical, mechanical, plumbing, certificate of occupancy, or any other permit issued by the city will be issued for the construction or repair of any improvement or the occupancy of any building or structure until an appropriate plat is approved and recorded in conformity with this Ordinance; and it shall be unlawful for any person to construct or repair any improvement, or occupy any building or structure, without first obtaining the appropriate permit from the city.

B. Improvements. All improvements required by this Ordinance, any other city ordinance, the city's comprehensive plan, a drainage district, a county, the state, or any other governmental entity having jurisdiction over the subdivision, or any improvement which, in the judgment of the commission or city council is necessary for the adequate provision of streets, drainage, utilities, city services, and facilities to serve the subdivision shall:

1. be constructed at the sole expense of the developer unless the city determines oversizing is necessary; and

2. comply with the rules and regulations of any entity having jurisdiction over the subdivision. If there is a conflict between the regulations of jurisdictions, the city's regulations shall apply unless otherwise provided by law.

C. Oversizing of Improvements.

1. The city shall not design, construct, or expend funds for any improvements within a subdivision, except when the city determines that oversized improvements are necessary to serve development beyond the subdivision being platted. If the city determines that oversized improvements are necessary, the developer shall construct and pay for the oversized improvements required by the city. The city shall reimburse the developer the costs of constructing the oversized improvements once the improvements have been constructed and the city has inspected and accepted such improvements. The city shall reimburse the developer for any accepted oversizing within one (1) year of the date of city acceptance.

2. In the case of phased development and platting, the city may require oversized improvements be constructed at the initial development and platting phase or any subsequent development and platting phase.

3. A determination of whether oversized improvements are necessary shall be made, if possible, during the preliminary plat phase.

D. Variances.

1. A variance from any such rule or regulation contained in this Ordinance may be granted by city council, only upon a good and sufficient showing by the developer that: (a) there are special circumstances or conditions affecting the property in question; (b) that the literal enforcement of the provisions of this Ordinance will deprive the developer of a substantial property right and; (c) if a variance is granted it will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.

2. Each and every variance request shall be decided solely and entirely on its own merits, and the disposition of any prior or pending variance request shall be immaterial.

3. Financial or pecuniary interests alone shall not be considered as a basis for granting a variance.

4. All variance requests shall be in writing and may be submitted with the Preliminary Plat Application but may not be submitted after the Final Plat Application or Development Plat is submitted. City Council shall determine whether to grant or deny a variance, but the commission may make a recommendation to city council regarding the granting or denial of a variance. All variance requests shall be submitted with payment to the city of a variance fee, which such fee shall be set by city council.

E. Exemption from Platting.

1. Land used for agricultural purposes only. To qualify for this exemption, a tax designation that such land is used for agricultural purposes only must be submitted to the city.

2. A subdivision of land into parts greater than five (5) acres, where each part has access and no public improvement is being or is required to be dedicated.

3. Any exemption authorized by Chapter 212 of the Texas Local Government Code.

Section 5. Preliminary Plat Submission.

A. Pre-Conference. Prior to submitting an Application for Preliminary Plat Approval, the applicant may meet with city staff for comments and advice regarding the

procedures, specifications, and standards required by the city for plat approval and the subdivision of land.

B. Preliminary Plat Application.

1. All persons desiring to subdivide land, referred to as applicant, shall submit an application for preliminary plat approval as set forth below, unless such person's subdivision is exempted from the requirements to obtain a plat by this Ordinance.

2. The applicant shall submit eight (8) copies of the Preliminary Plat Application to the commission. The application form shall be kept on file with the city secretary and shall be in a form approved by the commission.

C. Preliminary Plat Application Submittal Time and Date. A Preliminary Plat Application should be submitted to the commission not later than 5:00pm on the third Monday before the commission's next regularly scheduled meeting.

D. Preliminary Plat Application; Required Documents. A Preliminary Plat Application shall contain the following documents:

1. Filing Fees. A Preliminary Plat Application shall contain a nonrefundable Application fee tendered in the form of a check made payable to the "City of Fulshear, Texas," in the amounts adopted by the city council.

2. Copies Required. A Preliminary Plat Application shall contain eight (8), twenty-four inch by thirty-six inch (24" x 36") paper prints of the original plat drawing, reproduced on white paper with blue or black lines, each of which shall be folded to eight and one-half inches by fourteen inches (8-1/2" x 14"). Additionally, a

Preliminary Plat Application shall contain one electronic format of the original plat drawing in either .pdf or .CAD format.

3. Encumbrances Information. A Preliminary Plat Application shall contain a statement or certificate, either in separate writing or on the plat, executed by the applicant or the person who prepared the plat, which certifies that all existing easements, right-of-ways, fee strips, and significant topographical features on the land being platted are shown and accurately identified on the plat and, further, stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property. If the subdivider owns directly or indirectly or has a legal or beneficial interest in any adjacent property, the extent of such ownership and a boundary description of the land involved also shall be shown on the plat.

4. Notice to Utilities. A Preliminary Plat Application shall contain notice letters to all utility companies that provide service to the area encompassed by the subdivision, whether public or private. Such notice letters shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice letter a copy of the preliminary plat that is filed with the city.

5. Drainage District. A Preliminary Plat Application shall contain a copy of the "Review Form" submitted to the drainage district.

6. Water and Sewer certification. A Preliminary Plat Application shall contain a letter certifying that water and sewer service is available to the subdivision

and that services will be provided from the appropriate utility provider, or a letter certifying that private water wells and septic systems approval have been granted for the subdivision.

7. Texas Department of Transportation. A Preliminary Plat Application shall contain a permit or a no objection letter from the Texas Department of Transportation if the subdivision is adjacent to or ties into a state highway.

8. Other Jurisdictions. A Preliminary Plat Application shall contain approval documents from any other applicable governmental entity, district, or entity with jurisdiction in the subdivision; however, a Preliminary Plat Application is not required to have either Fort Bend County or Waller County approval.

9. A Preliminary Plat Application shall contain any other documents the city may require to determine compliance with the standard of this Ordinance.

E. Form and Content of Preliminary Plats. All preliminary plats submitted to the commission shall contain the following:

1. The proposed name of the subdivision or development, which shall not be a duplicate of any subdivision or development of record in the county of recording;

2. The legal description of the property proposed to be subdivided, including the name of the county, survey, and abstract number, together with reference to at least one established corner of a nearby recorded subdivision or the nearest public street right-of-way intersection;

3. The total acreage and total number of lots, blocks, and reserves;
a. proposed use of land;

- b. setbacks;
- c. green or open space;
- d. easements and rights-of-way; and
- e. pipelines, including setbacks, and available information on the content and what the pipeline is engineered for;

4. The name(s) of the owner(s) of the property. If the owner is other than a natural person, the name of the principal officer of the entity;

5. The name of the person or firm who prepared the plat;

6. The date on which the plat was drawn;

7. The north point. The drawing of the subdivision shall be oriented with north to the top of the drawing;

8. The scale for a preliminary plat shall be one inch equals one hundred feet (1":100'), or for projects less than ten (10) acres the scale acceptable for a preliminary plat shall be one inch equals fifty feet (1":50');

9. A scale vicinity map shall be provided and made a part of the plat indicating the general location of the subdivision and its relationship with streets, railroads, water courses, and similar features in all directions from the subdivision to a distance of at least one-half (1/2) mile. The scale of the vicinity map shall be oriented with north to the top of the drawing;

10. The plat boundaries shall be drawn with heavy lines to indicate the subdivision with overall survey dimensions and bearings. Lines outside the subdivision shall be drawn as dashed lines;

11. The adjacent areas outside the subdivision shall be identified with the name of the adjacent subdivisions (including recording information), the names of the recorded owners, places of worship, schools, parks, bayous, drainage ways, acreage, and all existing streets, easements, pipelines, and other restricted uses;

12. The location and approximate width of existing and proposed water courses, ravines, drainage easements, and topographical elevations; and the boundaries of designated flood zones, as provided in the latest edition of the Federal Insurance Rate Map as published by the Federal Emergency Management Agency. All such information shall be certified by a Registered Professional Land Surveyor or a Registered Professional Engineer authorized to do business in the State of Texas;

13. Contours with intervals of five-tenths foot (0.5'), referred to sea level (U.S. Coast and Geodetic Survey) datum, as required to show at least two (2) contours within and adjacent to the subdivision. If the change in elevation throughout the subdivision is less than one foot (1'), then the plat shall show the outfall drainage plan and identify basis of control and temporary benchmark set within the subdivision;

14. The location and identification of all reserve tracts. If not a specific use, reserve tracts shall be identified as "Unrestricted Reserve." Specific uses shall be designed "Restricted Reserve." Specific uses include but are not limited to single-family residential, utility, places of worship, park, recreational, school, landscaping, sewage disposal, water plants, or drainage uses;

15. The location, widths, and names of all existing and proposed streets, roads, alleys, and easements within the subdivision and immediately adjacent thereto, the location of all existing permanent buildings within the subdivision, and all

existing easements and other important features, such as section lines, political subdivision, or corporate limit lines, on all sides for a distance of not less than two hundred (200') feet;

16. The names of all existing and proposed streets located within the subdivision and immediately adjacent thereto. If all or part of a street or major thoroughfare runs through the subdivision, the plat shall depict such street(s), and the plat shall contain a note that such street(s) will be dedicated to the city. Furthermore, the developer shall build such street(s) in accordance with the city's standards. The city may conduct an individualized determination as to the amount of the street required to be dedicated to the city as set forth in Section 17 of this Ordinance.

17. The location of all lots, blocks, building setback lines, and other features, within the subdivision, with approximate dimensions; and

18. The proposed layout of the subdivision, showing streets, blocks, lots, alleys, easements, building lines, reserves, and parks with principal dimensions.

19. All parkland dedications as required by this Ordinance.

Section 6. Commission Action on Preliminary Plat Applications.

A. The commission shall review each Preliminary Plat Application, except for amending plats, minor plats, and certain replats. The commission shall approve a Preliminary Plat if it is in compliance with all provisions of this Ordinance and other rules and regulations adopted by the city council governing plats and the subdivision of land. The commission shall review and act on Preliminary Plat Applications within thirty (30) days from the date the Preliminary Plat Application is postmarked or hand delivered to

the city as required by Texas Local Government Code Chapters 212 and 245. Within these time constraints, the commission may take the following actions:

1. Grant plat approval with or without conditions; or
2. Disapprove any plat if the commission determines that such plat

fails to comply with this Ordinance or other rules or regulations adopted by the city council governing plats or the subdivision or land.

B. Effect of Disapproval of Preliminary Plat by Commission. If the commission disapproves a Preliminary Plat, the applicant shall have the choice of withdrawing the plat to correct any deficiencies, and then resubmitting such plat to the commission, or the applicant may continue the plat application process, with a negative recommendation, to city council.

C. Certification for Disapproval. If the commission disapproves a Preliminary Plat and the applicant requests, in writing, a written certification stating the reasons for the disapproval, the commission shall have a written letter prepared certifying the reasons for the disapproval.

Section 7. City Council Action on Preliminary Plat Applications.

A. If the commission grants Preliminary Plat approval or if the commission disapproves a Preliminary Plat and the applicant decides to continue with the platting process, then the city council shall review each plat submitted to it by the commission. city council shall approve any plat if it is in compliance with this Ordinance and other rules and regulations adopted by the city council governing plats and the subdivision of land. City Council shall review and act on Preliminary Plats within thirty (30) days after

the date the commission approves or disapproves the Preliminary Plat. Within these time constraints, city council may take the following actions:

1. Grant plat approval with or without conditions; or
2. Disapprove the plat if the city council determines that such plat fails

to comply with the policies, standards, or requirements contained in this Ordinance or other rules or regulations adopted by city council governing plats or the subdivision of land.

B. Certification for Disapproval. If the city council disapproves a Preliminary Plat and the applicant requests, in writing, a written certification stating the reasons for the disapproval, the city council shall have a written letter prepared certifying the reasons for the disapproval.

Section 8. Final Plat Submission.

A. Final Plat Application.

1. After receiving a Preliminary Plat decision from both the commission and city council, all persons desiring the subdivide land, referred to as applicant, shall submit an Application for Final Plat approval as set forth below, unless such person's subdivision is specifically exempted from the requirements to obtain a plat by this Ordinance.

2. The applicant shall submit eight (8) copies of the Final Plat Application to the commission. The Application form shall be kept on file with the city secretary and shall be in a form approved by the commission.

B. Final Plat Application Submittal Time and Date. A Final Plat Application should be submitted to the commission not later than 5:00 pm on the third Monday before the commission's next regularly scheduled meeting.

C. Final Plat Application; Required Documents. A Final Plat Application shall contain the following documents:

1. Filing Fees. A Final Plat Application shall contain a nonrefundable Application fee tendered in the form of a check made payable to the "City of Fulshear, Texas," in the amounts adopted by the city council.

2. Copies Required. A Final Plat Application shall contain eight (8), twenty-four inch by thirty-six inch (24" x 36") paper prints of the original plat drawing, reproduced on white paper with blue or black lines, each of which shall be folded to eight and one-half inches by fourteen inches (8-1/2" x 14"). The city may adopt rules allowing the applicant to submit the entire plat in an electronic format. Additionally, a Final Plat Application shall contain one electronic format of the original plat drawing in either .pdf or .CAD format.

3. All Final Plat Applications shall contain the documents listed in Section 5 of this Ordinance as well as the following:

a. Title Report.

b. Environmental Assessment. A Final Plat Application shall contain a Phase 1 environmental assessment if the city engineer determines such assessment necessary for the subdivision. If hazardous materials are found, appropriate remediation shall be performed in accordance with the Texas Commission on Environmental Quality or other applicable law prior to final plat approval.

c. Drainage District. A Final Plat Application shall contain a copy of the "Approval Form" from the drainage district.

d. Traffic Study. A Final Plat Application shall contain a traffic impact study from a qualified traffic engineering firm for the ultimate build out to assure that adequate public facilities for transportation generated by the subdivision are being provided. The city engineer may require the traffic impact study to forecast five (5) years or greater in the future. The city engineer may waive the requirements of a traffic impact study if in his opinion a traffic impact study is not needed for the subdivision. Furthermore, if less than 100 vehicle trips per day is anticipated for all streets in the subdivision, then no traffic impact study is required.

e. Special Studies. The applicant shall comply with all local, state, and federal laws pertaining to archeological, geological, and wetland sites, and endangered species applicable to the subdivision and shall provide any documents required by the city to evidence compliance.

D. Form and Content of Final Plat. All final plats shall be in the form as set forth below and contain the following:

1. The final plat shall be drawn on stable plastic film, such as mylar or positive photographic film, with black lines and image and shall be made suitable for the reproduction of direct positive prints and reproductions. The names of all persons signing any such plat shall also be lettered under the signature line. Two (2) paper prints from the original plat drawing (white paper with blue or black lines) and one (1) positive vellum or film transparency shall also be provided. The city shall file all approved final plats in the county real property records after (a) completion by the

developer of all improvements required as a condition of plat approval and acceptance of such improvements by the city council or (b) the filing of a sufficient guarantee of performance by the developer in accordance with this Ordinance;

2. Scale for a final plat shall be one inch equals one hundred feet (1":100');

3. All engineering and surveying data shall be shown on the final plat sufficient to locate all of the features of the plat on the ground. This data shall include, but not be limited to full dimensions along all boundaries of the plat, street and alley rights-of-way, easements, drainage ways, gullies, creeks, bayous, together with the location of the high bank of such drainage ways and water courses, lots, blocks, reserves, out tracts, or any other tracts designated separately within the plat boundaries, fee strips, or any other physical or topographical features necessary to be accurately located by surveying methods. Such information shall include line dimensions, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof;

4. Tracts, sites, or reserves designated for places of worship, schools, parks, utilities, drainage, landscaping, sewage disposal, water plants, or other specific uses shall be designated;

5. The name and seal of the Registered Professional Land Surveyor or Registered Professional Engineer responsible for preparing the plat;

6. The date of submittal or the date of submittal of each subsequent revision;

7. All streets and alleys with street names, or other rights of way, widths measured at right angles or radially (where curved), complete curve data (R, L, P.C., P.R.C., and P.T.) length and bearing all tangents between curves;

8. Building lines and easements shall be shown and shall be defined by dimension. All principal lines shall have the bearing given and deviation from the norm indicated. The plat must provide a note stating that all existing pipelines or pipeline easements through the subdivision have been shown or that there are no existing pipeline easements within the limits of the subdivision and adjacent thereto;

9. All field surveys shall be accurate to, and performed in accordance with the appropriate provisions of the current edition of the Manual of Practice Standards for Surveying in Texas, as periodically published by the Texas Society of Professional Surveyors. Linear dimensions shall be expressed in feet and decimal fractions thereof of a foot; angular dimensions may be shown by bearings in degrees, minutes, and seconds. Curved boundaries shall be fully described and all essential information given. Circular curves shall be defined by actual length of radius and not by degree of curve;

10. Existing sewers, water and gas mains, culverts, bridges, pipelines, structures, or public utilities within the subdivision and immediately adjacent thereto with pipe sizes, grades, and locations indicated; and

11. The intended use of all lots within the subdivision shall be identified on the plat. All tracts not designated as lots within the boundaries of the plat shall be identified as provided herein.

12. All parkland dedications as required by this Ordinance.

Section 9. Commission Action on Final Plat Applications.

A. The commission shall review each Final Plat Application. The commission shall approve a Final Plat if it is in compliance with this Ordinance and other rules and regulations adopted by the city council governing plats and the subdivision of land. The commission shall review and act on Final Plat Applications within thirty (30) days from the date the Final Plat Application is postmarked or hand delivered to the city as required by Texas Local Government Code Chapters 212 and 245. Within these time constraints, the commission may take the following actions:

1. Grant plat approval with or without conditions; or
2. Disapprove any plat if the commission determines that such plat fails to comply with this Ordinance or other rules or regulations adopted by the city council governing plats or the subdivision or land.

B. The commission discourages final plat approval with conditions and will only grant final plat approval with conditions when applicant can demonstrate extraordinary hardship.

C. Effect of Disapproval of Final Plat by Commission. If the commission disapproves a Final Plat, the applicant shall have the choice of withdrawing the plat to correct any deficiencies, and then resubmitting such plat to the commission, or the applicant may continue the plat application process, with a negative recommendation, to city council. This appeal process shall be a necessary step prior to the initiation of any litigation against the city.

D. Certification for Disapproval. If the commission disapproves a Final Plat and the applicant requests, in writing, a written certification stating the reasons for the

disapproval, the commission shall have a written letter prepared certifying the reasons for the disapproval and shall formally adopt any such certification.

Section 10. City Council Action on Final Plat Applications.

A. If the commission grants Final Plat approval or if the commission disapproves a Final Plat and the applicant decides to continue with the platting process, then the city council shall review each plat submitted to it by the commission. City Council shall approve any plat if it is in compliance with this Ordinance and other rules and regulations adopted by the city council governing plats and the subdivision of land. City Council shall review and act on Final Plats within thirty (30) days after the date the commission approves or disapproves the Final Plat. Within these time constraints, city council may take the following actions:

1. Grant plat approval with or without conditions; or
2. Disapprove the plat if the city council determines that such plat fails

to comply with this Ordinance or other rules or regulations adopted by the city council governing plats or the subdivision of land.

B. The city council discourages final plat approval with conditions and will only grant final plat approval with conditions when applicant can demonstrate extraordinary hardship.

C. Certification for Disapproval. If the city council disapproves a Final Plat and the applicant requests, in writing, a written certification stating the reasons for the disapproval, the city council shall have a written letter prepared certifying the reasons for the disapproval and shall formally adopt any such certification.

Section 11. Development Plats.

A. The city council hereby elects to also be covered by “Subchapter B. Regulations of Property Development” found in Chapter 212 of the Texas Local Government Code.

B. Development Plat Required.

1. Any person who proposes the development of a commercial tract of land located within the city limits or the city’s extraterritorial jurisdiction shall follow the plat procedures of Sections 5-10.

2. A development plat must be prepared by a registered professional land surveyor as a boundary survey showing:

a. each existing or proposed building, structure, or improvement or proposed modification of the external configuration of the building, structure, or improvement involving a change of the building, structure, or improvement;

b. each easement and right-of-way within or abutting the boundary of the surveyed property; and

c. the dimensions of each street, sidewalk, alley, square, park, or other part of the property intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, sidewalk, alley, square, park, or other part.

3. New development may not begin on the property until the development plat is filed with and approved by the city in accordance with this Section.

4. If a person is required by Sections 5-10 to file a subdivision plat, a development plat is not required to be filed with the city.

5. The city shall approve a development plat if the plat conforms to this ordinance and any other ordinance of the city concerning current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities.

Section 12. Amending Plats, Minor Plats, and Certain Replats.

A. The city delegates to the city engineer the authority to approve amending plats, minor plats, and certain replats. Amending plats, minor plats, and replats shall conform to the rules and regulations of Sections 5-10.

B. The city engineer may elect to have the commission and city council approve any amending plat, minor plat, or replat which he is authorized to approve.

C. The city engineer shall have no authority to disapprove an amending plat, minor plat, or replat. If the city engineer does not approve an amending plat, minor plat, or replat, then the city engineer shall submit the plat to the commission and the procedures of section 5-10 shall apply.

D. The city engineer and city administrator shall sign all approved amending plats, minor plats, and replats for recording in the county real property records.

E. The city engineer shall have the authority to approve replats which do not require the creation of any new street or the extension of city facilities if the replat (1) is signed and acknowledged by the property owners of the property being replatted; (2) involves of property of less than one acre that fronts an existing street and that is owned and used by a nonprofit corporation established to assist children in at-risk situations through volunteer and individualized attention.

Section 13. Replats.

Except for certain replats defined by Section 12 above, Replats shall comply with the plat procedures set forth in Section 5-10.

Section 14. Streets, drainage ways, and other specialty easement plats.

Streets, drainage ways, and other specialty easement plats shall comply with the plat procedures set forth in Section 5-10.

Section 15. Expiration of Preliminary and Final Plats.

A. All plat applications shall expire forty-five (45) days after the application is filed with the city if the applicant fails to provide documents or other information necessary to comply with the city's technical requirements relating to the form and content of the plat application. The city shall provide the applicant not later than the 10th business day after the date the application is filed with the city written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided. If the city provides the applicant with notice of deficiencies as required by this subsection, the thirty (30) day timeframe in which the commission must approve or disapprove a plat will not commence until the applicant provides the city with the necessary documents or other information as set forth in the notice.

B. All preliminary plats shall expire on the second (2nd) anniversary of the date in which the preliminary plat was approved if no progress has been made toward completion of the project.

C. All plats, not recorded, shall expire on the second (2nd) anniversary of the date in which the plat was approved if no progress has been made toward completion of the project.

D. For the purpose of plat expiration “no progress” has the meaning assigned by Texas Local Government Code Chapter 245, as amended.

Section 16. Parkland Dedication Requirements.

A. Purpose.

1. The purpose of this Section is to provide recreational areas in the form of neighborhood parks, regional parks, and trail systems linking public areas and subdivisions, as a function of subdivision development within the city and the city’s extraterritorial jurisdiction. It is hereby declared that recreational areas in the form of neighborhood parks, regional parks, and trail systems are necessary and in the public welfare, and that the only adequate procedure to provide for same is by integrating such a requirement into the procedure for planning and development property or subdivisions within the city.

2. Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and within convenient distances from a majority of the residences to be served thereby. The city council shall adopt park zones, which shall be shown on an official parks and recreation map for the city. Such park zones are prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities.

3. Regional parks are those parks not primarily serving a specific neighborhood, but rather designed to serve the entire city and the city’s extraterritorial

jurisdiction, such as ballparks, soccer fields, and trail systems which connect various neighborhoods.

4. Parks dedicated to a municipal utility district shall be considered public parks.

B. Land to be used for single-family, duplex, or multifamily residential purposes.

1. Whenever a final plat is filed in the county real property records for development of a residential area in accordance with this Ordinance, such plat shall contain a clear fee simple dedication of an area of land to the city (or to a municipal utility district) for neighborhood park purposes, which area shall equal one (1) acre for each sixty (60) proposed dwelling units. Any proposed plat submitted to the city for approval shall show the area proposed to be dedicated under this Section. The required dedication of this Section may be met by a payment of money in lieu of land, the pledge of security guaranteeing a future dedication of park land, or the provision of private neighborhood park land when permitted or required by the other provisions of this Section.

2. In instances where an area of less than five (5) acres is required to be dedicated, the city shall accept or reject the dedication of such public park within sixty (60) days following approval of the preliminary plat after consideration by the commission and the city council. In the event the city determines that sufficient park area already is in the public domain in the area of the proposed development, or if the recreation potential for that zone would be better served by expanding or improving existing parks, then the proposed dedication will be disallowed and the developer shall

be required to make payment of cash in lieu of land, as provided by paragraph C of this Section.

3. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, such additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by paragraph C of this Section.

C. Money in lieu of land dedication for neighborhood parks.

1. Subject to approval of the city council and the provisions of paragraph B above, a developer responsible for dedication of neighborhood parkland under this Section may elect to meet the requirements of paragraph B of this Section, in whole or in part, by a cash payment in lieu of land, in the amount of three-hundred and fifty dollars (\$350.00) per dwelling unit. Such payment in lieu of land shall be made at or prior to the time of final plat approval. Provided, however, the developer may elect to record upon the final plat the following notation: "No building or other permit, except permits for construction of public improvements, will be issued by the City of Fulshear, Texas, for construction within the subdivision until such time as the payment of money in lieu of park land required under the provisions of Ordinance No. 2013-1091, has been submitted to and accepted by the city." In the event the developer places the above notation upon the final recorded plat of the subdivision in lieu of making the payment of money in lieu of park land, the city shall not issue any permits for construction within the subdivision, except permits to construct public improvements, until such time as the payment of money in lieu of park land required by this Ordinance submitted to and accepted by the city.

2. The city may, from time to time, decide to purchase land for parks in or near the area of actual or potential development. If the city does purchase park land within a park zone, subsequent park land dedications for that zone shall be in cash only and calculated to reimburse the city's actual cost of acquisition and development of such land for parks. The cash amount shall be equal to the sum of (a) the average price per acre of such land, and (b) the actual cost of adjacent streets and on-site utilities, or an estimate of such actual cost provided by the Mayor. Once the city has been reimbursed entirely for all such park lands within a park zone, this paragraph shall cease to apply, and the other paragraphs of this Section shall again be applicable.

3. To the extent that paragraph C.2 of this Section is not applicable, the dedication requirement shall be met by a payment in lieu of land computed on the basis of four hundred fifty dollars (\$450.00) per dwelling unit.

D. Private neighborhood park land in lieu of dedicated park land.

1. A developer responsible for dedication under this Section may elect to meet up to fifty percent (50%) of the requirements of paragraph B of this Section by the provision of private neighborhood park land. Credit for private park land will be governed by the following criteria:

a. The land offered as private neighborhood park land must be open and accessible to all residents of the platted subdivision. Land or facilities that are excluded to a portion of the subdivision residents will not be considered as private neighborhood park land.

b. Land which is unencumbered by easements, detention areas, lake and drainage channel borders, or other similar characteristics will qualify for

private neighborhood park land at full credit. Land that has recreation facilities on it such as tennis courts, swimming pools, playing fields, recreation buildings, and any other similar facility also will qualify for full credit.

c. Land which is encumbered by easements, detention areas, lake and drainage channel borders, or other similar characteristics shall not qualify for credit as usable park space, unless it contains active uses as outlined below.

(1) Pipeline or utility easements, or areas along lake borders and drainage ditches shall have:

a) Hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the city. Paths must also be connected to recreational areas as part of an open space system;

b) An average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and

c) Side slopes not to exceed a three to one (3:1) ratio, unless otherwise approved by the city.

2. Maintenance responsibility for areas offered as private neighborhood park land must be identified with the submission of a preliminary plat.

3. Land offered for private neighborhood park land credit, which is less than three acres in size is generally discouraged unless it is an integral part of the private park and open space provisions of the subdivision. A list of landscaping and other improvements of special uses planned for areas of land less than one-half acre in size shall be submitted with the preliminary plat.

E. Contribution for Regional Parks. In addition to the provisions for neighborhood parks by dedication of land or the payment of fees in lieu thereof as described above, a developer shall contribute an additional four hundred fifty dollars (\$450.00) per dwelling unit for the development of regional parks.

F. Special funds, right to refund.

1. There is established a special fund for the deposit of all sums paid in lieu of park land dedication, which funds shall be known as the "Park Land Dedication Fund" and the "Regional Park Fund." The city may establish additional subfunds as it deems appropriate to track funds for different zones or different regional parks.

2. The city shall account for all sums paid in lieu of park land dedication under this Section 16 with reference to the individual plats involved. Any funds paid for such purposes must be expended by the city for acquisition and development of parks. Such funds shall be considered to be spent on a first in, first out basis for each park zone.

G. Additional requirements, definitions.

1. Any land dedicated to the city or provided as private neighborhood park land under this Section must be appropriate for park and recreation purposes. The city reserves the right to reject any land that it deems as unsuitable for such purposes.

2. Drainage areas may be accepted as part of a park if the channel is constructed in accordance with city standards, the land is appropriate for park use, and if no significant area of a park is cut off from access by such channel.

3. Each park must have ready access to a public street.

Section 17. Exactions.

A. If city requires as a condition of plat approval that the developer bear a portion of the costs of city infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by the city's engineer. The city's engineer may make his individualized determination as to the amount of infrastructure improvements required by the developer before any final plat is submitted.

B. A developer who disputes the determination made under subsection (A) may appeal to the city council. At the appeal, the developer may present evidence and testimony under procedures adopted by the city council. After hearing any testimony and reviewing the evidence, the city council shall make the applicable determination within thirty (30) days following the final submission of any testimony or evidence by the developer.

C. A developer may appeal the determination of the city council to a county or district court of the county in which the development project is located within thirty (30) days of the final determination by the city council.

Section 18. City's Design Standards and Construction Standards.

A. Compliance with Design Standards. No plat shall be approved by the commission or city council unless such plat and development complies with the city's Design Standards and the city's Construction Standards. The city's Design Standards are set forth in this Section. The city's Construction Standards are attached to this Ordinance and incorporated herein for all purposes as Exhibit "A."

B. Public Streets -General Arrangement and Layout. The public street system pattern within a subdivision shall:

1. provide for adequate vehicular access to all properties within the subdivision;

2. provide adequate street connections to adjacent properties outside the subdivision to ensure adequate traffic circulation within the general area;

3. provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by the city, fire, police, and other emergency services personnel; and

4. provide a sufficient number of continuous streets to accommodate the traffic demands generated by the new development.

C. Streets: Specific Standards.

1. Public or Private Ownership. Streets shall be designed and constructed to comply with the city's Design Standards regardless of whether such streets are to be dedicated to the public or retained in private ownership. Private streets shall be allowed only upon city council approval.

2. Right-of-Way Width. The right-of-way width to be dedicated for a major thoroughfare shall be at least one hundred twenty feet (120'). The right-of-way width to be dedicated for all other streets shall be at least sixty feet (60'); provided, however, the city council may allow a street right-of-way width of less than sixty feet (60') but not less than fifty feet (50') with such exception being allowed only for streets with storm sewers that are not on open ditches or if the street is so located that it

logically could not be extended to connect with an existing, approved, proposed or possible future street.

3. Lots Required to Front on Street. All lots shall abut a public or private street. All lots shall have indicated thereon the front of the lot for subsequent construction of a building. Adequate off-street parking shall be provided for each lot.

4. Curves and Intersections. Curves along streets shall have a center line radius of not less than forty feet (40'), except that the center line radius on a reserve curve shall not be less than three hundred feet (300'). Reserve curves should be separated by a tangent distance of not less than fifty feet (50'). The angle of street intersections shall not vary more than ten degrees (10) from the perpendicular. Where acute angle intersections are approved, a radius of at least twenty-five feet (25') in the right-of-way line at the acute corner shall be provided.

5. Cul-de-Sac Right-of-Way Radii. The radii of the right-of-way at the end of streets terminated with a circular cul-de-sac turnaround shall be not less than fifty feet (50').

6. Dead-end Streets. Dead-end streets shall not be approved, except in instances where the street is terminated by a temporary circular cul-de-sac turnaround or where the street is designated to be extended into adjacent property.

7. Street Signage and Traffic Control Devices. The developer shall be responsible for the installation of all required street signs and traffic control devices, which such signage and traffic control devices shall conform to the Texas Manual on Uniform Traffic Control Devices.

8. Ingress/Egress. At least one (1) ingress/egress point shall be provided for each one hundred fifty (150) dwelling units, or fraction thereof within the subdivision. All commercial subdivisions or development shall have at least one (1) ingress/egress point for each commercial floor space under 7,500 square feet and at least two (2) ingress/egress points for each commercial floor space that is 7,500 square feet or greater. Therefore, every commercial floor space that is 7,500 square feet or greater shall have ingress/egress points calculated based the number of commercial floor space divided by 7,500 and multiplied by 2. "Ingress/egress point" shall include future planned roadways, so that if a street is provided to end at the boundary of the subdivision, such shall count for ingress/egress even though the actual road is not constructed.

D. Street Names. All streets shall be named and conform with the following:

1. New Streets. New streets shall not duplicate existing street names other than extensions of existing streets;

2. Extensions of Existing Streets. Existing street names shall be used in those instances where a new street is a direct extension of an existing street or a logical extension;

3. Suffixes. Street name suffixes such as court, circle, or loop should be designated on streets that are cul-de-sacs or in a configuration of a loop street;

4. Prefixes. Street name prefixes such as north, south, east, and west may be used to clarify the general location of the street; however, such prefixes shall be consistent with the existing and established street naming and address numbering system of the general area in which the street is located; and

5. Naming and Continuation. Alphabetical and numerical street names shall not be designated, except in those instances where such street is a direct extension of an existing street with such a name and is not a duplicate street name.

6. Street Name Change. No street name, once designated, may be changed except by city ordinance.

E. One-Foot Reserves. In those instances where a public street is dedicated by a plat and such public street forms a stub street onto adjacent unplatted property, or where such street lies along and parallel with a subdivision boundary and is adjacent to unplatted property, a one-foot wide reserve shall be established within the street right-of-way at its "dead-end" terminus, or along the right-of-way adjacent to such unplatted property, to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unplatted property to prevent access to such public street from the adjacent unplatted property, unless and until the city approves a plat of the adjacent unplatted property. The plat shall state the following:

"One-foot reserve dedicated to the City in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided pursuant to a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes."

F. Easements.

1. Utility Easements. Utility easements are those easements established by plat or separate instrument, which are designed to accommodate facilities necessary to provide various types of utility services to the subdivision. Utility easements include but are not limited to facilities necessary to provide water, electrical power, natural gas, telephone, telegraph, cable television, internet, telecommunications,

and sanitary sewer services. Utility easements shall be below grade, except where the requirements of the utility providers require their facilities to be located above grade. All easement locations and their placement shall be resolved with the utility companies prior to preliminary plat approval.

a. Location. Utility easements, excluding special use utilities such as natural gas, telephone, electric power, and cable, shall be provided along the front of all lots, except when the commission or city council determines that such location is not feasible. Utility easements located along the boundaries of a subdivision shall contain the full width required for such easement, except in those instances where the adjacent property is within a portion of a previously approved and platted subdivision and under the same ownership as the property being platted, or where additional easement width is dedicated by separate instrument by the owner of said adjacent property. In such cases, one-half (1/2) of the required easement width shall be dedicated within the platted boundary with the other one-half (1/2) provided outside the platted boundary by separate instrument, or through notation on the plat certifying the ownership and dedication of said easement.

b. Widths. All utility easements, including special use utilities such as natural gas, telephone, electric power, and cable in a subdivision shall be at least fifteen feet (15') in width; provided, however, the city council may allow a lesser width amount if the utility provider sends a written request of such to the city council.

c. Limitations. Aerial easements over utility easements shall be limited to transformers, amplifiers, and other similar devices that cannot be placed below grade.

2. Drainage Easements. All drainage easements shall be depicted on the plat and shall be located to accommodate the drainage requirements necessary for the proper development of the subdivision and accommodating any natural watershed outside the subdivision. All drainage easements shall conform with the city's comprehensive plan, the city's regulations governing storm drainage and flood control, the requirements of any applicable drainage district, and any other governmental agency having jurisdiction over drainage or flood control within the subdivision. Drainage easements shall be kept clear of fences, buildings, structures, improvements, obstructive vegetation, and other obstructions and a plat note shall state such.

3. Private Easements, Fee Strips.

a. Existing Easements, Fee Strips. All easements or fee strips created prior to the subdivision shall be shown on the plat with notations indicating the name, purpose, facilities, dimensions, and recording information of such easement or fee strip. For easements not been defined by accurate survey dimensions such as "over and across" type easements, the subdivider shall request easement holder to survey the easement. If the easement holder does not provide a survey, the plat shall provide accurate information as to the center line location of all existing pipelines or other utility facilities placed in conformance with the easement holder's rights. Building setback lines shall at least fifteen feet (15') from and parallel to both sides of the centerline of all pipelines and other utility facilities.

b. Establishment of Special Use Utility or Drainage Easements.
A special use utility or drainage easement may be established by plat when such easement is for the purpose of accommodating a utility or drainage facility owned,

operated, and maintained by a governmental unit and is restricted to either water mains, sanitary sewers, storm sewers, or other drainage purposes and where it has been determined by the commission that these facilities cannot or should not be accommodated within a general purpose public utility or drainage easement or public street right-of-way. Easements proposed to be established for any privately-owned utility company or private organization providing utility services and restricted for their exclusive use shall not be created by a subdivision plat; however, such private utility facilities may be accommodated and placed within the general purpose utility easements and public streets established within the plat boundary. Nothing contained herein, however, may prevent such private companies or the subdivider from granting and establishing special or exclusive use easements by separate instrument if such arrangements are deemed necessary to properly serve the subdivision.

G. Building Setback Requirements. No plat shall be approved unless building setback lines conform with the following standards, all of which shall be measured from the property line:

Front: Twenty-five (25) feet; except cul-de-sac lots which may be twenty feet (20). Cul-de-sac lots are lots adjacent to the actual cul-de-sac beginning at the curve of the street and do not consist of all lots on a cul-de-sac street;

Side: Seven and ½ feet at a minimum or twenty percent (20%) of the lot width on each side; and

Corner lots: Twenty-five (25) feet on the front; Fifteen (15) feet on street side; Seven and ½ feet on inner lot line side at a minimum or twenty percent (20%) of the lot width on inner lot line.

Exceptions: Master planned communities consisting of a development of at least 1,500 acres which will result in the construction of more than 700 single-family residential homes may plat not more than five (5%) percent of the development with side set-backs of zero feet on one side and ten (10) feet on the other side to allow for the construction of specialty housing products. Further, the front building lines for such lots allowed under this exception shall be twenty (20) feet. Such exceptions shall be allowed so long as the portion of the development in which specialty housing products are to be located is platted as a single section of development that has uniform lots sizes throughout the development.

H. Reserve Tracts. "Unrestricted reserves" shall be replatting at the time of future development if being subdivided into residential lots, multi-family, or commercial uses.

1. Street Access. Reserves shall have access to a public street.
2. Identification and Designation. Reserves are to be identified by

alphabetical letters along with an indication as to the total acreage of such reserves.

- I. 1. General Lot Design, Arrangement, and Layout. Lots shall conform with the following:

a. be of sufficient size and shape to accommodate easements for all utility services and facilities to adequately serve any improvements constructed thereon;

b. be of sufficient size and shape and so located that direct vehicular access is provided from a public or private street and that the required number of off-street parking spaces can be provided on the lot without encroachment within any adjacent public or private street right-of way;

c. be of sufficient size and shape to accommodate all required improvements and detention areas; and

d. The average lot size in a residential development shall equal or exceed 8,000 square feet with a minimum lot size of 6,000 square feet. In calculating the average lot size, only the actual lots in the subdivision or development as shown in the total build out in each development agreement shall count and not green space, drainage areas, streets or roads, or other such areas. In no event, shall any single-family lot be less than 6,000 square feet.

1. Lot Shapes. Lots shall be designed, so far as possible, with side lot lines being at right angles or radial to any adjacent street right-of-way line. Where all lots are either perpendicular and at right angles or radial to adjacent street rights-of-way, a suitable notation shall be placed upon the plat in lieu of lot line bearings.

2. Key or Flag Shaped Lots. A key or flag shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag on a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall be allowed if otherwise in compliance with the minimum lot size

requirements of this Ordinance and other applicable ordinances of the city and provided that any such lot is at least fifty feet (50') in width at its building set-back line.

3. Street Access Limitations. Rear and side vehicular driveway access from lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic shall not be approved and such access restriction shall be noted directly upon the plat.

4. Lot and Block Identification. All blocks established in any subdivision shall be designated by number with said numbers being consecutive within the whole subdivision. Lots established within said blocks shall also be numbered with said numbers being consecutive within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

J. Potable Water and Sanitary Sewer systems required. Potable Water and sanitary sewer systems shall be designed and constructed in accordance with the applicable standards of the city, county, the State of Texas, and any Municipal Utility District (MUD), as applicable. Each lot within a proposed subdivision shall be connected to a potable water n system and a sanitary sewer system. Individual residential lots of one acre or more in size may have private water wells if properly permitted. Individual residential lots of one acre or more in size may have a septic tank system if properly permitted. Regardless of the size of the lot, any lot within three-hundred feet (300') of the city's potable water system or sanitary sewer system shall be

required to tie into those systems and shall pay all applicable costs associated with such.

K. Monuments and Markers.

1. Iron rods, five-eighths inches (5/8") in diameter and three feet (3') long, shall be placed on all boundary corners, block corners, curve points, and angle points. A copper pin one-quarter inch (1/4") in diameter embedded three inches (3") in the monument shall be placed at the exact intersection point on the monument. The monuments shall be set at such an elevation that they will not be disturbed during construction and the top of the monument shall not be less than twelve inches (12") below the finished ground level.

2. Lot markers shall be five-eighths inch (5/8") or greater reinforcing bar, twenty-four inches (24") long, or approved equal, and shall be placed at all lot corners flush with the ground, or below ground if necessary in order to avoid being disturbed.

3. Where no bench mark is established or can be found within three hundred feet (300') of the boundary of the subdivision, such bench mark shall be established to the latest edition of the U.S. Coast and Geodetic Survey datum. The bench mark shall be established upon a permanent structure, or may be set as a monument and shall be readily accessible and identifiable on the ground.

L. Street Lighting.

1. Street lights shall be installed within the subdivision at all street intersections, cul-de-sacs, and other locations as determined by the commission or the city council. The city will order all street lights and the subdivider shall pay the costs of

the street lights directly to the manufacturer after being provided with an invoice from the city. If subdivider requests ornamental poles with underground service, then the electric utility provider shall install such poles at the time other electric service is installed.

2. The subdivider shall pay the monthly operating costs of street lights until seventy-five percent (75%) of the lots of a platted phase subdivision are occupied and on the city tax rolls.

Section 19. Additional regulations.

1. Inspection of Construction. The city engineer, or his duly authorized representative, shall inspect any and all phases of the construction of improvements for each subdivision. The subdivider shall pay to the city an inspection fee in the amount of one (1) percent of the total cost of construction. The subdivider shall maintain regular contact with the city engineer during construction of improvements. No sanitary sewer, water, or storm sewer pipe shall be covered, no flexible base material, sub grade material, or stabilization shall be applied to the street sub grade, and no surface material shall be applied to the base, without the written approval of the city engineer. The city engineer may issue a stop work order on any construction, installation, repair, or maintenance of any improvement when, in the city engineer's judgment, the requirements of this Ordinance have been violated, and may require such reconstruction or other work as may be necessary to correct any such violation. The subdivider shall engage a Texas Registered Professional Engineer who shall be in responsible for all phases of the design and construction of the required improvements.

2. Guarantee of Performance. No plat shall be filed in the county real property records and no building, electrical, mechanical, plumbing, certificate of occupancy, or any other permit issued by the city will be issued until:

a. such time as the subdivider has constructed required improvements and the city council has accepted such required improvements; or

b. such time as subdivider opens an escrow account sufficient to pay for one hundred twenty percent (120%) of the estimated cost of required improvements as determined by the city engineer computed on a private commercial rate basis and subdivider provides to the city evidence of such escrow account. Additionally, subdivider shall enter into a written agreement with the city by which the subdivider authorizes the city to make such improvements at prevailing private commercial rates or have the same made by a private contractor and pay for the same out of the escrow account should the subdivider fail or refuse to install the required improvements within the time stated in such written agreement. Upon written approval of the city engineer that the subdivider has made required improvements, subdivider may draw upon the escrow account so long as sufficient funds remain in the escrow account to complete any required improvements not yet made. Any and all funds remaining in the escrow account after completion of improvements and acceptance of all such improvements by the city council shall be promptly released by the city to the subdivider; or

c. such time as the subdivider files a corporate surety bond with the city executed by a surety company licensed to do business in the State of Texas and acceptable to the city council, in an amount equal to one hundred twenty

percent (120%) of the estimated cost of required improvements as determined by the city engineer computed on a private commercial rate basis guaranteeing the installation of such required improvements by the subdivider within the time stated in the bond, which time shall be fixed by the city council.

3. Maintenance of Dedicated Improvements. Plat approval shall not obligate the city to accept or maintain improvements until the city council, after inspection and recommendation by the city engineer, shall have accepted such improvements. The subdivider shall maintain all improvements for a period of one (1) year following acceptance by city council. Such one (1) year of required maintenance shall not begin until subdivider files with the city either a maintenance bond, executed by a surety company licensed to do business in the State of Texas and acceptable to the city council, in an amount equal to one hundred percent (100%) of the cost of installation of such improvements, warranting that said improvements will render satisfactory operation for such one (1) year period, or a cash bond, in an amount equal to one hundred percent (100%) of the cost of installation of such improvements, likewise warranting that said improvements will render satisfactory operation for such one (1) year period.

Section 20. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a

separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 21. *Severability.*

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

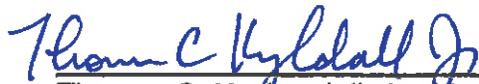
Section 22. *Repeal Clause.*

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

Section 23. *Effective date.*

This Ordinance shall become effective when published as required by law.

PASSED, APPROVED and ADOPTED this, the 19th day of February, 2013.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

**CITY OF FULSHEAR
SUBDIVISION ORDINANCE**

1.00 CONSTRUCTION STANDARDS

1.01 Minimum Requirements

The intention of these standards is to define minimum requirements for street, utility, and drainage construction in new subdivisions within the jurisdiction of the City of Fulshear. These standards are supplementary to the City's subdivision development ordinance, including subsequent amendments.

1.02 Street Paving

The following minimum standards apply to subdivision street paving:

1. Type. Six (6) inches of reinforced concrete surface with concrete curb and gutter.
2. Pavement Width.
 - a. Major streets - Forty-four feet (44') to sixty-four feet (64') between back of curbs.
 - b. Secondary street - Thirty-eight feet (38') to forty-four feet (44') between back of curbs.
 - c. Residential streets - Twenty-eight feet (28') to thirty-two feet (32') between back of curbs.
3. Cross Section. A standard cross section for a residential street is shown in the City's standards paving detail sheet. Cross sections for secondary and major streets shall be proportioned similarly. At intersections, curb return radius shall be twenty-five feet (25'); at cul-de-sacs, forty-five feet (45').
4. Concrete.
 - a. Reinforcing Steel.
 - 1) Material - open hearth new billet steel.
 - 2) Yield strength - 60,000 psi, minimum.

- 3) Splices - twenty-four (24) bar diameters.
 - 4) Bar size and spacing - No. 3 bars at eighteen inch (18") centers, each way, minimum. Street should be designed based upon the subgrade and load use of street.
 - 5) Bar support - metal or plastic "chairs" shall be used to hold bars in position during placement of concrete.
- b. Concrete Mixture.
- 1) Compressive Strength – 3, 000 psi, minimum at twenty-eight (28) days.
 - 2) Slump – four and one-half inches (4-1/2") maximum.
 - 3) Cement factor - 5.0 bags per cubic yard, minimum.
- c. Cement. Type I (Normal) Portland Cement, or with City Engineer's approval, Type III (High Early Strength).
- d. Aggregate. Coarse and fine aggregate shall meet the requirements of Texas Highway Department Standard Specification "Item 360" for concrete pavement.
- e. Jointing.
- 1) Expansion joints with sleeved load transmission dowels - at intersections. Also every eighty (80) linear feet, minimum.
 - 2) Wood joints - sound heart redwood.
 - 3) Joint seal - O.A. 90 asphalt or other types with approval.
- f. Curing. Curing method shall retain at least ninety-seven percent (97%) of moisture at twenty-four (24) hours, at least ninety-five percent (95%) at three (3) days, and at least ninety-one percent (91%) at seven (7) days. (ASTM procedure C-5).
- g. Test. Compressive strength - three (3) cylinders every 50 cubic yards of concrete or portion thereof, Testing lab is to be supplied by the developer.
- h. Placement. Concrete shall not be placed on frozen subgrade; when air temperature is thirty-eight (38) degrees F or below; when air temperature is below forty-two (42) degrees F and declining; when finishing cannot be completed during natural daylight,

5. Subgrade.
- a. Rolling machinery - all subgrade shall be rolled.
 - b. Density required - at least ninety-five (95%) percent of maximum density (Standard Proctor Density Test).
 - c. Lime stabilization - required when Plasticity Index (P.I.) of subgrade soil exceeds 18.
 - d. Cement stabilization - Required when low P.I. "spongy" or wet soils.
 - e. Subgrade shall not be allowed to dry before concrete or base is placed, nor shall concrete or base be placed on frozen subgrade.
 - f. Density tests - at two hundred (200) linear foot intervals, or closer when requested by City Engineer. Density tests shall be "staggered" across the width of the pavement. At no point should density tests be taken in a straight line. At least one density test must be taken on the outside edge of the pavement in cul-de-sacs.

1.03 Sidewalks

Sidewalks shall meet the following minimum standards:

- a. Dimensions.
 - 1) Width – four feet (4'), zero inches (0"), minimum.
 - 2) Thickness – zero feet (0') four inches (4"), minimum.
- b. Subgrade. Two inches (2") of compacted sand.
- c. Cross Slope. One-fourth inch (1/4") per foot, toward curb. Slopes on sidewalks must be ADA compliant.
- d. Reinforcing shall be #3 rebar at no greater than 18" C-C or #10-6x6 welded wire mesh supported by either chairs or c.m.u. bricks.
- e. Load transmission devices (dowels) shall be #4 rebar, 12" long, embedded 6" either side of expansion joint, one end shall be sleeved. Set load transmission devices 12" C-C, maximum.

- f. Expansion joints are to be spaced 10' C-C and are to be sound heart redwood, 3/4" thick with OA 90 asphalt or approved sealer.
- g. Control joints are to be cut (1/4 x 1/2") at no greater than 5' C-C spacing
- h. Location. As per Figure 1, as shown on standard detail sheet.

1.04 Water System

The following minimum standards apply to water system extensions within the City of Fulshear.

1. Main Lines.
 - a. Minimum diameter – six inches (6").
 - b. Depth – three feet (3'), six inches (6") of cover below final grade
 - c. Material – C-900 PVC DR18 or C-905 PVC DR-18 for pipe larger than 12".
 - d. Location – as shown on Standard Detail Sheet. Mains shall be looped with no dead ends serving more than four (4) lots.
 - e. Mains shall be looped with no dead end serving more than four (4) lots.
2. Valves.
 - a. Locations – At tees: two (2) valves. At crosses: three (3) valves. At each connection to existing water system: one (1) valve.
 - b. Type – non-rising stem, O-rings seals, Mueller or Clow brand. Counter-clockwise opening, mechanical joint.
3. Fire Hydrants.
 - a. Locations – at each street intersection and cul-de-sac end. Single family residential areas: six hundred foot (600') intervals, maximum, Commercial, including reserves: three hundred foot (300') intervals, minimum.
 - b. Type – Mueller brand, 3-way 5-1/4" barrel with 4-1/2" steamer (pumper) nozzle and two (2) 2-1/2 inch hose

nozzles. Counter-clockwise opening, mechanical joint. Each fire hydrant is to have an individual gate valve (with adjustable riser box) located within 4 feet of the fire hydrant.

4. Fittings.

- a. Material – cast iron, cement lined, mechanical joint. All fittings are to be thrust blocked with concrete. All fittings are to be wrapped with plastic or similar materials to prevent concrete from adhering to the mechanical joint connection components.
- b. Pressure rating – 250 psi.

5. Services.

- a. Corporation stop – Mueller H-15000.
- b. Curb stop – Mueller H-15275, ending in an approved concreted or plastic meter box. (All boxes in new development are to be of the same materials).
- c. Meter nipple required – Mueller H-10890G.
- d. Pipe material – soft copper or polyurethane.
- e. Size – 1”, one per each residential lot.
- f. Concrete or plastic meter box of appropriate size is required.
- g. All curbs are to be marked to indicate the location of the water services for each individual lot.

6. Backfill.

- a. Under streets – wrap water line with 6” layer of bank sand; remainder of trench to be filled with 1.0 sack (100 psi) per cubic yard cement stabilized sand, compacted to 95% Proctor.
- b. Other locations – wrap water line with a 6” layer of bank sand; remainder of trench to be filled using compacted native soil. Sandy soil must be water jetted; other soils may be compacted by rolling with a “Caterpillar” tractor or similar method.
- c. All trenches are to be compacted to 95% Standard Proctor.

1.05 Sanitary Sewer System

All homes must be connected to the City's central sanitary sewer system. The following minimum standards apply to sanitary sewer extensions with the City of Fulshear.

1. Main Lines.

- a. Minimum diameter – six inches (6”).
- b. Minimum depth – four feet (4’), zero inches (0”). Exceptions may be made on depth with City of Fulshear Public Works Director approval.
- c. Material –
 - 1) Pipe – SDR 26 PVC.
 - 2) Fittings – same class as pipe, with rubber gaskets.

All sanitary sewer lines must be air-tested and pass deflection testing 30 days (or longer) after installation. The City reserves the right to require filming of any sewer installation, at the developer's expense.

2. Manholes.

- a. Size –
 - 1) Four feet (4’), zero inches (0”) inside diameter.
 - 2) Thirty-two inch (32”) diameter opening in cone section for access to the sanitary sewer for cleaning and maintenance. Manhole cover shall have the City of Fulshear tops (See Detail Sheet).
- b. Spacing – four hundred feet (400’) maximum and at changes in direction or size of main line.
- c. Material –
 - 1) Pre-cast concrete manhole meeting ASTM C478 (latest revision).
 - 2) Cast-in-place manholes shall be 4000 psi concrete with wall thickness of no less than five inches (5”).

The base shall be no less than twelve inches (12") thick.

- d. Pipe connection – each pipe connection to sanitary sewer manholes shall be made water tight by either:
 - 1) Approved flexible connectors; or
 - 2) Water tight grout.
- e. Foundations – place manhole base on twelve inches (12") minimum of compacted cement stabilized sand.
- f. Manhole ring and lid –
 - 1) Install thirty-two inch (32") diameter cast iron ring using approved sealant
 - 2) In pavement – adjust ring and cover to grade. (The City may require infiltration prevention measures, to be decided on a case by case basis. If they are required, the developer must pay for them).
 - 3) In unpaved areas – adjust ring and cover to a least six inches (6") above surrounding grade, sloping grade away from the manhole.
 - 4) Manhole lid is to have the City of Fulshear approved top (See Detail Sheet).

3. Services.

- a. Minimum sizes –
 - 1) Residential: single service – four inches (4"); double service – six inches (6")
 - 2) Commercial: six inch (6") minimum.
- b. Material – Sch. 40 or SDR 26 PVC.
- c. Fittings required – wye, bend, and plug.
- d. Stack required – where sewer depth exceeds six feet (6'), zero inches (0").
- e. Marking – "As built" plans required showing locations, with 4"

x 4" oak timber marking each service and extending two feet (2') above ground. Painted with bright color paint. (Capped four inch (4") diameter PVC pipe may be used in lieu of oak timber). Curb is to be marked to indicate the location of the sanitary sewer service.

- f. Bedding – cement stabilized sand (one sack per cubic yard). Thickness to be one-half (1/2) of the pipe diameter beneath the pipe (in no case less than 6" thickness) and to the centerline of the pipe.
4. Backfill. Same as for water systems.
 5. Location. Except in unusual circumstances and after recommendation by the City Engineer and approval of Planning Commission, sanitary mains shall be located in front of lots. They shall be placed within street right-of-way opposite water mains. If authorized to be placed at rear of lot, mains shall be no closer than five feet (5") to the easement boundary.

1.06 Drainage.

The following minimum standards apply to drainage construction within new subdivisions. The City of Fulshear has adopted the Fort Bend County Drainage District's Criteria Manual and all drainage calculations and plans shall be approved by the Drainage District.

1. Storm Sewers and Culverts.
 - a. Minimum diameter – twenty-four inches (24"); eighteen inches (18") for pipe serving one (1) inlet.
 - b. Minimum slope – storm sewer: 0.1%. Culverts shorter than one hundred feet (100'): 0.1 foot.
 - c. Material –
 - 1) Class III reinforce concrete pipe.
 - 2) High density polyethylene (HDPE) corrugated smooth lined thermoplastic pipe may be used when approved by the City Engineer.
 - 3) Texas Highway Department standard box culverts and headwalls.
 - d. Joints –

- 1) Class III Reinforced Concrete Pipe – bell and spigot joints with "O" ring type gaskets.
 - 2) High Density Polyethylene Pipe – bell and spigot joints with "O" ring type gaskets.
 - 3) Box Culverts – "Ram-Nek" type asphaltic sealer or approved equal with joints to meet Texas Department of Highway specification.
- e. Bedding – All storm sewer is to be bedded with one and one-half (1-1/2) sack per cubic yard of cement stabilized sand, compacted to twelve inch (12") thickness, minimum.
- f. Backfill – All storm sewer piping shall be backfilled to a minimum of twelve inches (12") over the top of the pipe with one and one-half (1-1/2) sack per cubic yard cement stabilized sand, compacted by mechanical means. When using HDPE pipe, caution shall be taken to insure proper bedding and backfill to meet the manufactures recommendations to provide the structural support necessary.
- g. Junction Boxes and Manholes –
- 1) Size: nominal pipe size plus twelve inches (12").
 - 2) Material: reinforced concrete, designed for the load. Minimum wall thickness – 5".
 - 3) Location –
 - aa) At changes in pipe size or direction.
 - bb) At distances not to exceed four hundred feet (400').
 - 4) Access Covers: twenty-four inch (24") diameter cast iron ring and cover with the work "Storm" cast into the cover.
- h. Inlets –
- 1) Minimum throat size: six inches (6") high x five feet (5') long.

- 2) Material: reinforced concrete, designed for load.
- 3) Wall thickness: five inches (5")
- 4) Access: twenty-four inch (24") diameter cast iron ring and cover (see 1.06.g.4 above).

2. Open Channels.

- a. Unlined ditches – side slopes: three (3) horizontal, one (1) vertical. Bottom slope: 0.05% minimum. Easement width: top width plus sixteen feet (16') on one (1) side plus six feet (6') on the other side.
- b. Lined channels – bottom slope: 0.05% minimum. Lining material: five inches (5") thick concrete with #3 bars at eighteen inches (18") center to center. With the approval of the City, pre-cast concrete pavement may be used in lieu of concrete. Concrete characteristics: same as for street paving. Easement width: top width plus twelve feet (12') on one (1) side and four feet (4') on the other side.

2. Design Criteria.

- a. Storm period: twenty-five (25) years.
- b. Runoff coefficient:
 - 1) Single family residential area – fifty percent (50%)
 - 2) Commercial areas – eight percent (80%).

1.07 Street Signs.

For uniformity, street signs shall be ordered through the City of Fulshear. Cost of signs and erection are the responsibility of the developer. Signs are required at each street intersection.

1.08 Regulations and Other Entities

These construction standards are not intended to replace the regulations of state or federal governmental entities whose jurisdiction includes new subdivisions within the jurisdiction of the City of Fulshear.

2.00 RESPONSIBILITY FOR STREET AND UTILITIES INSTALLATION

2.01 Developer Responsibilities

In general, the subdivider or developer shall be required to construct at his expense, all streets, alleys, sidewalks, crosswalks, street markers, sanitary sewers, sewage lift stations or other sewage facilities, water mains, and water systems, drainage culverts, storm sewers, bridges, street lights and other appurtenances in strict accordance with Article 1.00, necessary and required to adequately serve the subdivision or addition to be developed by him.

2.02 Street, Utilities and Appurtenances to Become Property of City

All street utilities and other appurtenances constructed by the developer shall become the property of the City of Fulshear upon completion and acceptance by the City Engineer and the City Council.

2.03 When City to Assist Developer

Upon the passage of these standards, it will be the policy of the City of Fulshear to assist the developer in recovering the cost of construction of such facilities where sizes and capacities of facilities are required to serve urban development of a larger area than that being subdivided or areas extending beyond the limits of the proposed subdivision to the extent hereinafter set forth; but the City reserves the right to consider each facility on its own merits.

3.00 PARKS, PLAYGROUND, SCHOOLS, AND OTHER PUBLIC FACILITIES

3.01 Parks and Playground

A subdivider shall be required to provide open space for park purposes or dedicate funds for parks as set out in this ordinance.

3.02 Schools

The location, size and shape of any proposed school site shall be in accordance with the master plan of the City of Fulshear and/or Fort Bend County as amended or supplemented, as approved by the Planning Commission and finally accepted by the City Council, Lamar Consolidated Independent School District and/or Katy Independent School District.

3.03 Public Facilities and Other Special Land Uses

The location, size and shape of any proposed public facility or other special land use site shall be in accordance with the comprehensive plan for the City of Fulshear and/or Fort Bend County, as amended and supplemented, as approved by the Planning Commission and finally accepted by the City Council.



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
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ORDINANCE NO. 2013- 1092

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 11, 2013 GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the General City Election was called for January 15, 2013, for the purpose of electing members to the City Council; and

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in-candidacy, and that each candidate on the ballot is unopposed for election to office, and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election;

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

Section 1. The following candidates, who are unopposed in the May 11, 2013 General City Election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

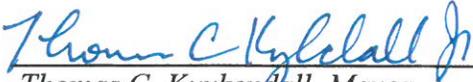
**J. B. Collins, Jr.
Stephen Gill**

Section 2. The May 11, 2013 General City Election is canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place used or that would have been used in the election.

Section 3. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage and it is so ordained.

ORDINANCE NO. 2013- 1092
CITY OF FULSHEAR
PAGE 2


Thomas C. Kuykendall, Mayor

Attest:


D. (Diana) Gordon Offord, City Secretary

ORDINANCE NO. 2013-1094

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE 2012-1058, ADOPTED THE 21st DAY OF FEBRUARY 2012, WHICH ESTABLISHED RULES AND REGULATIONS GOVERNING THE CONSTRUCTION, ERECTION, MAINTENANCE AND USE OF SIGNS WITHIN THE CORPORATE LIMITS OF THE CITY BY REPEALING SECTION 2, ENTITLED "DEFINITIONS" AND ADDING A NEW SECTION 2, ADDING A NEW SUBSECTION 19 TO SECTION 5, ADDING A NEW SUBSECTION 20 TO SECTION 6; PROVIDING FOR REPEAL, PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas (the "City") desires to promote the reasonable, orderly, and effective display of signs and to ensure that signs do not create or become hazards;

WHEREAS, the City desires to amend the current sign ordinance.

NOW, THEREFORE

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

Section 1. The facts and recitations contained in the preamble to this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. The City hereby repeals Section 2 of Ordinance 2012-1058 and adopts the following new language in its place:

"Section 2.0

DEFINITIONS: The following terms, when used in this Ordinance, shall have the meanings proscribed to them herein, except where the context clearly indicates a different meaning:

Ancillary sign shall mean a sign which conveys information regarding a service, facility, or product subsidiary or ancillary to the main or principal

business use of a property, such as telephone signs, restroom signs, credit card signs, open signs, or signs displaying the hours of operation for the business or entity.

Destination signage shall mean all landscaping, monumental construction and actual message used to alert travelers that they have entered another distinct destination within the community such as a Master Planned Development or specially recognized District.

Fine Art shall mean sculpture, fountain, or similar object.

Holiday Sign shall mean all signs, decorations, ornaments, structures or inflatable device which convey solely a Holiday message with no commercial message.

Master Planned Community shall mean developments of more than two hundred (200) acres which include more than five hundred (500) residential units and provide for specialized amenities including sidewalks, park and recreational facilities, customized drainage and decorative landscaping and a unifying theme for the development.

Medallion sign shall mean a two-sided panel bearing a decorative figure or relief or identifying emblem and shall communicate only information limited to the business, address, proprietor and date of establishment, which is affixed to a pole or post comprised of the same material from which the emblem is made and painted, coated or manufactured to be the same color as the emblem background color.

Monument sign shall mean any sign mounted on the ground, but not elevated above the ground by any device that holds the sign off the ground and not attached to any building, including reader panels.

Neighborhood Identification Sign shall mean all landscaping, monumental construction and actual message used to alert travelers that they have entered a specific neighborhood within a Master Planned Community.

Non-commercial sign shall mean a sign that contains a non-commercial message only.

Non-commercial message shall mean a civic, political, religious, seasonal, or personal message that is not displayed for a fee, for compensation, or for the promotion of a product, service or other business, and is located on property owned or lawfully occupied by the person displaying the message.

Non-Profit Organization shall mean any organization recognized as a non-profit under the IRS Code. For the purpose of this Ordinance such designation shall also include religious organizations and school sponsored organizations, so long as documentation of affiliation is provided.

Off-Premises Sign shall mean any sign, which directs attention to a business, person, activity, good, product, service or entertainment sold or offered on a site other than on the premises where such sign appears.

Projecting Sign shall mean a sign, other than a wall sign, which is affixed to any building or wall, and whose leading edge extends more than two feet beyond such building or wall. A canopy or marquee shall be synonymous to a projecting sign.

Portable sign shall mean any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Right of Way shall mean any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or any other property which is owned or controlled by a governmental entity. In the event that there is a discrepancy in the location of the Right of Way boundary the City Engineer shall be consulted to affirm said boundary.

Sign shall mean any structure, part thereof, or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee, or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention, arrestor, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, establishment, profession, enterprise, industry, activity, or any combination thereof; where the word sign is used herein without further modification, the same shall be understood to embrace all regulated signs and replicas. Additionally, this term shall be applied to any permanent or semi-permanent inscription or structure that

installed within or behind a window which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, establishment, profession, enterprise, industry, activity, or any combination thereof.

Snipe sign shall mean a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to a tree, stake, fence, utility pole, or other like object, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Special Event Announcement Sign shall mean a sign designed to announce a special event such as a local festival or sporting event.

Special Event Directional Sign shall mean directional signage posted and removed within the time specified herein of a special event such as a local festival or sporting event.

Temporary sign shall mean any sign constructed of materials with short life expectancies. A portable sign shall not necessarily be considered a temporary sign.

Way-finding Sign shall mean signage specific to directing travelers to certain locations within the City. Such signs shall be of a specific design for its type and shall be approved on a case by case basis by the Planning Commission prior to installation unless installed in conjunction with a previously approved Master Sign Plan in association with a Master Planned Community.

Wind device sign shall mean any flag, pennant, banner, streamer, balloon, inflatable device or similar-type object made of cloth, canvas, nylon, plastic, or other flexible material, with or without a frame or other supporting structure, that moves, or is intended to move or blow with the wind.”

Section 3. The City hereby amends Section 5, Entitled “Prohibited Signs” of Ordinance 2012-1058 and adopts the following new language:

“19) Billboards, including digital billboards.”

Section 4. The City hereby amends Section 6, Entitled “Exempt Signs” of Ordinance 2012-1058 and adopts the following new language:

“20) Fine Art. Works of Fine Art, as defined in this chapter, which in no way identify or advertise a product or business.”

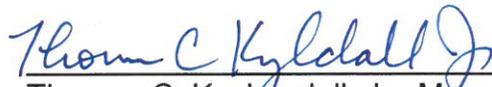
Section 5. *Repeal.* Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 6. *Penalty.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 7. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. *Effective Date.* This Ordinance shall be effective after being published as required by law.

PASSED and **APPROVED** on this, the 19th day March, 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE 2013 - 1095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, APPROVING AND ADOPTING A SCHEDULE OF FEES RELATED TO ZONING; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, desires to adopt a schedule of fees in relation to the recently adopted Zoning Ordinance; and

WHEREAS, the City Council of the Fulshear, Texas, finds that providing a Schedule of Fees in which all the fees adopted by the City related to Zoning are contained in one centralized document will be easier for city staff to administer and easier for the public to understand;

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

Section 1. That the schedule of fees related to Zoning are specified in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 2. That this Ordinance shall be effective April 1, 2013.

Section 3. Penalty. Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this 19th day of March, 2013.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:

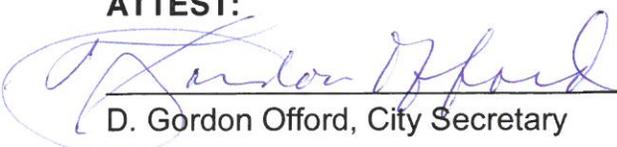

D. Gordon Offord, City Secretary

EXHIBIT "A"

Variance requests	\$150.00 for Residential Use \$500.00 for Commercial Use
Application for Amendment to Written Text or Official Zoning District Map	\$600.00 + \$15.00 per acre
Zoning Appeal	\$300.00
Planned Unit Developments	\$1,500.00 + \$25.00 per acre
Special Use Permits	\$150.00 for Residential Use \$500.00 for Commercial Use \$ _____ for Temporary Use \$ _____ for Antenna or Tower
Zoning Renotification	\$200.00
Planning and Zoning Commission discussion request	\$50.00

	SUGARLAND	MISSOURI CITY	ROSENBERG	PEARLAND	WEST UNIVERSITY
VARIANCES	\$ 695.00	N/A	\$ 200.00	\$300 RESIDENTIAL \$500 COMMERCIAL	\$ 350.00
RE-ZONING	\$ 690.00	\$450 PLUS \$25 PER ACRE OR PARTIAL OF	N/A	\$ 750.00	\$500 PLUS COST OF NOTIFICATION \$150 MIN
ZONING RENOTIFICATION	\$ 235.00				\$250 PLUS ADMIN FEES
ZONING APPEAL	\$440		\$300		
PUD	\$1600 PLUS \$20 AN ACRE OR PARTIAL OF	N/A	N/A	\$800	
AMENDMENT TO PUD	\$200	N/A	N/A	\$800	
SPECIAL USE				\$300 RESIDENTIAL \$500 COMMERCIAL	\$250 PLUS ADMIN FEES
P&Z DISCUSSION REQUEST	\$565		\$1,200		\$250
FBC FILING PLAT FEE	\$100 PER PAGE	N/A	N/A	\$600	
PRE-CONFERENCE MEETING WITH CITY STAFF	\$150				\$500
ANY OTHER REQUEST FOR PLANNING					MIN \$250 PLUS ADMIN FEES

ORDINANCE 2013 – 1096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, APPROVING, AMENDING AND ADOPTING A SCHEDULE OF FEES RELATED TO THE PLATTING AND SUBDIVIDING OF PROPERTY WITHIN THE CITY LIMITS AND ETJ; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, desires to amend a Schedule of Fees in relation to the Subdivision Ordinance; and

WHEREAS, the City Council of the Fulshear, Texas, finds that providing a Schedule of Fees in which all the fees adopted by the City related to the Subdivision Ordinance are contained in one centralized document will be easier for city staff to administer and easier for the public to understand;

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

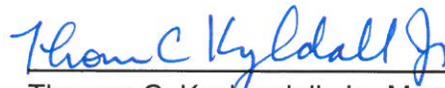
Section 1. That the Schedule of Fees related to the Subdivision Ordinance as specified in Exhibit "A" and attached hereto and incorporated herein for all purposes are adopted.

Section 2. That this Ordinance shall be effective May 1, 2013.

Section 3. Penalty. Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

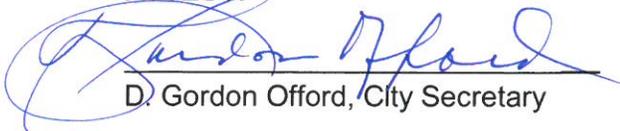
Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED this 16th day of April, 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

EXHIBIT "A"

Schedule of Fees

Type of Plat	Fee
Preliminary Plat	\$500.00 plus \$3.50 per lot plus \$12.50 per acre
Final Plat	\$500.00 plus \$5.00 per lot plus \$25.00 per acre
Replat	\$500.00 plus \$5.00 per lot plus \$25.00 per acre
Amending or Minor Plat	\$200.00
Plat Vacation	\$500.00
2nd Review any plans	\$100.00

City of Fulshear

Plat Fee Comparison Chart

Type of Plat	Fulshear - Current	Fulshear Proposed	Regional Average (Rosenberg, Pearland, Sugar Land, Missouri City, West U. & Katy)
Preliminary Plat	Base \$350 plus \$.50 per lot plus \$2.00 per acre	\$500.00 plus \$3.50 per lot plus \$12.50 per acre	\$529.17 plus \$3.50 per lot plus \$14.25 per acre
Final Plat	Base \$350 plus \$.50 per lot plus \$2.00 per acre	\$500.00 plus \$5.00 per lot plus \$25.00 per acre	\$500.00 plus \$5.63 per lot plus \$33.33 per acre
Replat	Base \$350 plus \$.50 per lot plus \$2.00 per acre	\$500.00 plus \$5.00 per lot plus \$25.00 per acre	\$650.00 plus \$7.17 per lot plus \$47.50 per acre
Amending or Minor Plat	N/A	\$200.00	\$204.00
Plat Vacation	N/A	\$500.00	\$800.00
2nd Review any plans	N/A	\$100.00	\$100.00

ORDINANCE NO. 2013-1097

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING ORDINANCE NO. 2013-1084 SECTION 4.0 ADDING PARAGRAPH (D) TO INCLUDE RATES FOR THE OPERATION OF IRRIGATION SYSTEMS ON INDEPENDENT METERS FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; ALSO PROVIDING FOR PARAGRAPH (E) CONCERNING WATER AND SEWER RATES CHARGED OUTSIDE THE CITY LIMITS; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of Fiscal Responsibility, the City Council of the City of Fulshear revised fees for Water and Waste Water Taps; AND

WHEREAS, that revision included differentiated rates for commercial and residential customers; AND

WHEREAS, the City is desirous of promoting and enhancing water conservation through the use of irrigation only meters; AND

WHEREAS, the City Council of the City of Fulshear, Texas wishes to clarify the tap fee rates for irrigation customers.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to revise Ordinance 2013-1084 setting Water and Waste Water Rates, Sections 3.0 and 4.0, adding clarifying tap installation rates for irrigation.

SECTION 2.0

AMDENDED: Sections 3.0 and 4.0 are hereby amended to read:

SECTION 3.0

RESIDENTIAL RATES AND FEES: The Chart below details the adopted Rates for Water and Waste Water Services charged by the City of Fulshear for Residential Accounts/ Customers:

RESIDENTIAL TAPS	
5/8 INCH	\$880.00
3/4 INCH	\$1,172.50
1 INCH	\$1,465.00
Long Tap	\$3.00 per ft. over 40 ft. long or over 5 ft. deep
Irrigation Tap	Actual Operator Costs incurred by City + Actual cost of meter
SEWER TAP	\$150.00

****Non standard sewer connections will incur a charge equal to three (3) times the**

actual cost of installation**

RESIDENTIAL WATER RATES

0 - 5,000 GALLONS	\$13.00
5,001 - 10,000 GALLONS(for each additional thousand gallons	\$2.00
10,001 - 20,000 GALLONS(for each additional thousand gallons	\$2.50
20,001 GALLONS and over(for each additional thousand gallons	\$3.00

RESIDENTIAL WASTE WATER RATES

0 - 5,000 GALLONS	\$13.00
5,001 and over (for each additional thousand gallons)	\$2.00

Residential Sewer Rates shall be capped at 30,000 Gallons of usage

RESIDENTIAL IRRIGATION WATER RATES

0 GALLONS
1 - 1,000 GALLONS additional thousand gallons
1,001 - 5,000 GALLONS(for each additional thousand gallons
5,001 - 10,000 GALLONS(for each additional thousand gallons
10,001 - 20,000 GALLONS(for each additional thousand gallons
20,001 GALLONS and over(for each additional thousand gallons

Irrigation Only Meters shall not be charged for Waste Water

SERVICE CHARGES

Residential Customer Deposit	\$50.00
Commercial 1.5 Inch TO 2 inch Deposit	\$200.00
Commercial 3 inch Deposit	\$300.00
Commercial 4 inch Deposit	\$400.00
Commercial 5 inch or greater Deposit	\$500.00
Delinquency Notices	\$10.00

Transfers	\$25.00
Return Check	\$35.00
Tampering Fee*	\$150.00 + Repair Costs

*Does not include potential Fines and Fees resulting from criminal prosecution

SECTION 4.0

COMMERCIAL RATES AND FEES: The Chart below details the adopted Rates for Water and Waste Water Services charged by the City of Fulshear for Commercial Accounts/ Customers:

COMMERCIAL WATER TAPS	
Commercial Tap 1.5 INCH and above	**price is bid rate, plus 200%**
Commercial Sewer Tap	**price is bid rate, plus 200%**
Irrigation Tap	Actual Operator Costs incurred by City + Actual cost of meter
Commercial Long Tap	\$4.25 per ft. over 40 ft. long or over 5 ft. deep
COMMERCIAL WATER RATES	
0 - 5,000 GALLONS	\$15.00
5,001 - 10,000 GALLONS(for each additional thousand gallons)	\$2.75
10,001 - 20,000 GALLONS(for each additional thousand gallons)	\$3.00
20,001 GALLONS and over(for each additional thousand gallons)	\$3.25
COMMERCIAL WASTE WATER RATES	
0 - 5,000 GALLONS	\$15.00
5,001 and over (for each additional thousand gallons)	\$2.50
SERVICE CHARGES	
Commercial Customer Deposit	\$100.00
Commercial 1.5 Inch TO 2 inch Deposit	\$200.00
Commercial 3 inch Deposit	\$300.00
Commercial 4 inch Deposit	\$400.00
Commercial 5 inch or greater Deposit	\$500.00
Delinquency Notices	\$10.00
Transfers	\$25.00

Return Check

\$35.00

Tampering Fee*

\$150.00

*Does not include potential Fines and Fees resulting from criminal prosecution "

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

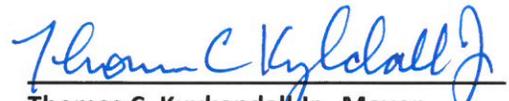
REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5.0

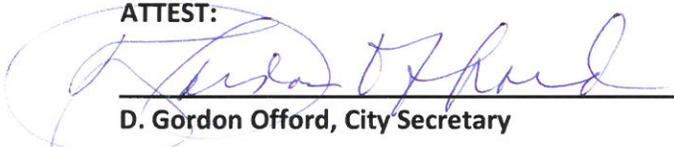
EFFECTIVE DATE: This Ordinance shall be effective on the first day of May, 2011.

SECTION 6.0

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


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2013- 1098

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NUMBER 2013-1091; PROVIDING RULES AND REGULATIONS FOR SETBACKS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), desires to provide for flexibility in development in master planned communities inside the City and in the City's extraterritorial jurisdiction; and

WHEREAS, allowing for alternative residential home options is one way to provide for flexibility in master planned communities; and

WHEREAS, amending the allowable setback line requirements are a way to provide for alternative residential home options;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Ordinance No. 04-913 is amended by adding a new subsection K of section 7 to provide as follows:

"K. Building Setback Requirements. No plat of any subdivision shall be approved unless building setback lines are established therein in accordance with the following standards, all of which shall be measured from the property line:

Front: Twenty-five (25) feet; except cul-de-sac lots which may be twenty feet (20). Cul-de-sac lots are lots adjacent to the

actual cul-de-sac beginning at the curve of the street and do not consist of all lots on a cul-de-sac street;

Twenty feet (20). Knuckle lots are lots with a bulbous widening of the pavement, where the road makes an intersection between 70 to 120 degrees angle. For an example see Exhibit A of this ordinance.

Side: Five (5) feet on each side;

Corner lots: Ten (10) feet on street side; Five (5) feet on inner lot line.

Exceptions: Master planned communities consisting of a development of at least 1,500 acres which will result in the construction of more than 700 single-family residential homes may plat not more than five (5) percent of the development with side setbacks of zero feet on one side and ten (10) feet on the other side to allow for the construction of specialty housing products. Such exceptions shall be allowed so long as the portion of the development in which specialty housing products are to be located is platted as a single section of development that has uniform lots sizes throughout the section."

Section 3. *Severability.*

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the

City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 5. *Effective date.*

This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 16th day of May, 2013.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:

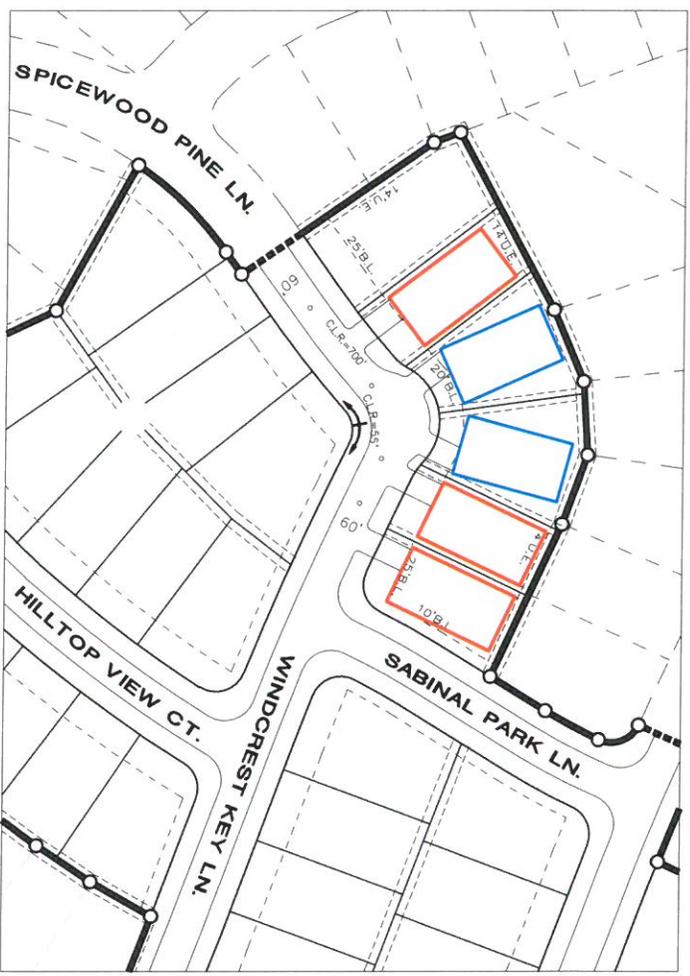

D. Gordon Offord, City Secretary

7

ORIGINAL PLAN

LEGEND

	BOX SIZE=50' X 95'
	BOX SIZE=50' X 90'



A EXHIBIT FOR

CREEK BEND AT CROSS CREEK RANCH SECTION TWELVE

ORDINANCE NO. 2013-1099

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, PROVIDING FOR THE COLLECTION OF A HOTEL/MOTEL OCCUPANCY TAX AND RULES AND REGULATIONS FOR SUCH COLLECTION AND USE; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Texas Tax Code authorizes municipal collection of a hotel and motel occupancy tax; and

WHEREAS, the use of the tax is authorized to promote tourism and the convention and hotel industry; and

WHEREAS, the City of Fulshear, Texas, ("City") is experiencing tremendous growth and desires to promote its tourism and convention and hotel industry;

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. *Definitions.* The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Assessor/collector means the director of finance.

Consideration.

(1) The term "consideration" means the price of, or value received for, the right to use a sleeping room, bed, or dormitory space or other sleeping facility in a hotel, and includes the price of conveniences customarily provided in connection with sleeping accommodations, including:

- a. Mattresses;
- b. Sheets;
- c. Bedspreads;
- d. Pillows;
- e. Pillow cases;
- f. Bed frames;
- g. Air conditioning

- h. Electricity;
- i. Lighting;
- j. Water;
- k. Soap;
- l. Towels;
- m. Wash cloths;
- n. Toilet tissue;
- o. Shower or bath facilities;
- p. Lavatory chairs;
- q. Trash receptacles; and
- r. Any other goods or services which are not ordinarily subject to sales tax.

(2) The consideration paid for a sleeping room or facility shall not include the price of food served, nor the price of personal services rendered to the occupant which are unrelated to cleaning and readying a room for occupancy, nor any sales tax, nor occupancy tax assessed by other governmental agencies, provided that these charges are stated separately on the folio or invoice of the occupant. Charges not stated separately shall be presumed to be part of the consideration paid for occupancy of a sleeping room or sleeping facility, and shall be taxed under this Ordinance.

Hotel shall mean any building or complex of buildings in which members of the public obtain sleeping accommodations for consideration.

(1). The term shall include hotels, motels, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast.

(2) The term does not include:

a. Hospitals, sanitariums or nursing homes.

b. A dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education as those terms are defined by V.T.C.A., Education Code Sec. 61.003, used by the institution for the purpose of providing sleeping accommodations for persons engaged in an education program or activity at the institution.

Occupancy means the use or possession, or the right to the use or possession, of any room in a hotel if the room is one ordinarily used for sleeping, and if such use, possession or right of use or possession at the time such room is provided under lease, concession, permit, right of access, license, contract or agreement is for a period of less than thirty (30) consecutive days.

Occupant means the use or possession or the right to the use or possession of any room in a hotel if the room is provided under lease, concession, permit, right of access, license, contract or agreement.

Permanent resident shall mean any occupant who has occupied or has paid for the exclusive right to occupy a particular sleeping room or rooms or sleeping facility in a hotel for at least thirty (30) consecutive days; however, one change of sleeping rooms or facility during the first thirty (30) days of occupancy in the hotel shall not terminate the status of the permanent resident. Any person who does not fully prepay for the first thirty (30) days is not a permanent resident during the first thirty (30) days of occupancy.

Person means any individual, company, corporation or association owning, operating, managing or controlling any hotel.

Quarterly period means the regular calendar quarters of the year, the first quarter being composed of the months of January, February and March, the second quarter being the months of April, May and June, the third quarter being the months of July, August and September, and the fourth quarter being the months of October, November and December.

Section 3. *Authorized tax; rate; exceptions.*

- (a) *Authorization.* There is hereby levied a tax upon the cost of or consideration paid for a sleeping room or sleeping facility furnished by any hotel.
- (b) *Tax rate.* The tax shall be equal to seven (7) percent of the total price of a sleeping room or sleeping facility, said price to include all goods and services provided by the hotel which are not ordinarily subject to sales tax.
- (c) *Exceptions.*
 - (1) There shall be no tax on the cost of or consideration paid for occupancy of a hotel sleeping room or sleeping facility priced at less than two dollars (\$2.00) per day.
 - (2) The cost of or consideration paid for a hotel room or facility not ordinarily used for sleeping, such as a meeting room, is not subject to this tax.
 - (3) The cost of or consideration paid for a sleeping room or facility occupied by a permanent resident is not subject to this tax.
 - (4) There can be no occupancy tax on the consideration paid directly by the United States Treasury if the constitutional exemption is invoked. This exception is not extended to employees of the federal government or any local government who pay the consideration for sleeping room or sleeping facilities without the federal government being a party to the contract.
 - (5) Diplomatic personnel who present a tax exemption card issued by the United States Department of State.

Section 4. *Refunds.* Except as otherwise provided, a tax imposed on the following persons or entities shall be paid, but each governmental entity herein described shall be entitled to a refund as prescribed below.

- (a) *State or agency, etc.* The state or an agency, institution, board or commission of the state of Texas, other than an institution of higher education, as defined in V.T.C.A., Education Code Sec. 61.003.
- (b) *Officers and Employees of a State Organization.* An officer or employee of a state governmental entity described in subsection (a) of this section who is entitled to reimbursement for the cost of lodging and for whom a special provision or exception to the general rate of reimbursement under the general appropriations act is not applicable when such person is traveling on or otherwise engaged in the course of official duties for the governmental entity.
- (c) *Refund procedure.* The director of finance shall draft procedures prescribing the proper processes and the documentation required for refunds of hotel occupancy tax paid.

Section 5. *Collection, payment to city; fee for collection.*

- (a) *Required Collection and Reporting.* Every person owning, operating, managing or controlling any hotel shall collect the tax imposed under this Ordinance and pay the same to the city tax collector with the report required hereinafter.
- (b) *Persons Required to File.* The persons required to file a report under this Ordinance may deduct and withhold from the taxes otherwise due to the City on the quarterly tax report, as reimbursement for the cost of collecting the tax, one (1) percent of the amount of the timely remitted tax due, as shown in timely submitted reports, provided there are no delinquencies for any prior reporting period, and provided that the report is submitted and the tax remitted on or before the last day following the end of the collection/reporting period.
- (c) *Date of Delinquency.* The report and the tax remittance shall become delinquent on the first day of the second calendar month following the collection/reporting month.

Section 6. *Reports.*

- (a) *Persons Required to File Reports.* Every person required to collect the tax, as specified herein, shall file a report with the city finance director or his designated representative showing the consideration paid for all rooms or sleeping space occupancies in the preceding calendar quarter, the amount of tax collected on such occupancies, and any other useful and relevant information as the city finance director may require.
- (b) *Timeliness of Reports.* Timely reports must be submitted so as to arrive at the office of the city tax collector by the last day of the month following the calendar month collection/reporting period.

- (c) Information Required in Reports. Reports shall include gross sleeping room revenues, gross exempt sleeping room revenues, city occupancy tax collected, and net occupancy tax due the City. It shall also include the signature of the hotel's local manager or person in control of business operations at the reporting hotel, who shall sign a statement that the report is accurate to the best of his/her knowledge and belief.
- (d) Additional Reporting. The finance director shall have the authority to impose a daily or weekly collection/reporting period, and shall provide for daily or weekly pick-up of reports and tax collections, whenever he has reason to believe that the tax revenues will not be remitted in the normal course of business, such as an impending bankruptcy or business closing, or the maintenance of unauditable records.

Section 7. *Availability of records.* Each person required to collect the tax must make all necessary books and records available for inspection by the city finance director or his designated representative at the hotel where the tax is collected.

Section 8. *Rules and regulations.* The city finance director is authorized to issue rules and regulations necessary to effectuate the full intent and purpose of this Ordinance concerning the information required on reports, the collection reporting periods, audits, the retention of records at the hotel, the forcible seizure of records for auditing purposes, the imposition of a daily or weekly collection/reporting period, the referral of delinquent reports and collections to the legal department for purpose of enjoining continued operation of a hotel, the filing of criminal complaints for violations of this Ordinance, and the acceptance of a surety bond in lieu of enjoining a hotel from doing business.

Section 9. *Violations.*

- (a) *Forfeit collection fee.* If any person fails to timely file a full and complete report as required herein or fails to timely remit the tax required under this Ordinance when the report and payment is due, he shall forfeit his right to the one (1) percent reimbursement authorized herein.
- (b) *Date of first penalty.* In addition, he shall pay five (5) percent of the unremitted delinquent tax as a late penalty if the report is not submitted or the tax is not remitted by the last day of the calendar month in which they are due.
- (c) *Monthly penalty.* After the first calendar month of delinquency, he shall owe an additional five (5) percent of the unremitted tax as of the first day of each delinquent month.
- (d) *Interest on delinquent balance.* Delinquent taxes and penalties shall accrue interest on the first day of each month at the annual rate of twelve (12) percent per annum.

Section 10. *Suit to enjoin hotel operations.* Subject to city council approval the finance director shall refer any hotel occupancy tax account that has a delinquent balance older than ninety (90) days to the city attorney for the purpose of

filing a suit to enjoin the hotel owner, operator, manager, and other persons in control from operating any hotel in the City of Fulshear until the tax is paid and the report filed. This remedy shall be in addition to the remedy of a collection suit and in addition to the municipal court criminal complaint that may be filed for each violation of this Ordinance. Such legal action is subject to city council approval.

Section 11. *Delinquency notice.* The auditor or the city tax collector shall mail a delinquency notice to the hotel manager, operator, or person in control and in such notice shall give a date certain for the filing of a criminal complaint for failure to report or remit collected tax revenues or for failure to do any other specified act required by this Ordinance.

Section 12. *Registration Requirements.* It shall be the obligation of each hotel owner or operator to, within thirty (30) days ownership or control of the property, advise the tax assessor/collector of any change of ownership, and to register with the assessor/collector as an owner or operator of the property by filing a City of Fulshear Hotel Occupancy Tax Questionnaire. It is the obligation of each owner or operator to properly and timely file a Hotel Occupancy Tax Questionnaire with the assessor/collector.

Section 13. *Tampering with governmental records.* The auditor of hotel tax records which are created and maintained at the hotel business shall report any evidence of false entry in or false alteration of said records to the finance director, who shall make the determination of whether or not to file a criminal charge against the person in control of said records pursuant to V.T.C.A., Penal Code Sec. 37.10, entitled "Tampering With Governmental Record," after consultation and advice of the city attorney and the city council.

Section 14. *Use of tax revenue.* The revenue derived from any hotel and motel occupancy tax collected hereunder shall be used to promote tourism and the convention and hotel industry, as permitted under V.T.C.A., Tax Code Sec. 351.101 as may be amended from time to time by the state legislature. Under no circumstances shall the revenue derived from the occupancy be used for the general revenue purposes or general governmental operations of the City.

Section 15. *Option to contract with others for administration of funds.* The City may at its option enter into contracts with outside agencies to administer, spend or obligate occupancy tax revenues levied and collected under this Ordinance in order to carry out the purposes for which the tax is levied. Whenever the City contracts with an outside agency the conditions of the contract will govern the use of such funds, provided such uses are in accordance with state law.

Section 16. *Penalties.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a

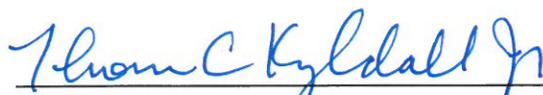
misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense. To the extent that any conduct in violation of this Ordinance also constitutes a violation of state law, then the conduct shall be punishable under the applicable state law.

Section 17. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 18. Repeal. All other ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 19. Effective Date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED on this 16th day of MAY, 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE 2013 - 1100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, APPROVING AND ADOPTING A SCHEDULE OF FEES RELATED TO ZONING; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, desires to adopt a schedule of fees in relation to the recently adopted Zoning Ordinance; and

WHEREAS, the City Council of the Fulshear, Texas, finds that providing a Schedule of Fees in which all the fees adopted by the City related to Zoning are contained in one centralized document will be easier for city staff to administer and easier for the public to understand;

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

Section 1. That the schedule of fees related to Zoning are specified in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 2. *Effective Date.* That this Ordinance shall be effective when published as required by law.

Section 3. *Penalty.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 4. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Repeal.* All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

PASSED, APPROVED and ADOPTED this 18th day of June, 2013.

Thomas C. Kuykendall Jr

Thomas C. Kuykendall, Jr., Mayor

ATTEST:

D. Gordon Offord

D. Gordon Offord, City Secretary

EXHIBIT "A"

Variance requests	\$150.00 for Residential Use \$500.00 for Commercial Use
Application for Amendment to Written Text or Official Zoning District Map	\$600.00 + \$15.00 per acre
Zoning Appeal	\$300.00
Planned Unit Developments	\$1,500.00 + \$25.00 per acre
Special Use Permits	\$150.00 for Residential Use \$500.00 for Commercial Use \$25.00 for Temporary Use \$500.00 for Antenna or Tower
Zoning Renotification	\$200.00
Planning and Zoning Commission discussion request	\$50.00

ORDINANCE NO. 2013- 1101

AN ORDINANCE CALLING TWO PUBLIC HEARINGS BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS TO BE HELD AT CITY HALL, 30603 FM 1093, FULSHEAR, TEXAS TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE PROPOSED ANNEXATION INTO THE CITY OF FULSHEAR, TEXAS, A 63.438 ACRE TRACT OF LAND ON PETITION OF KENNETH G. MCCANN, GERALD WAYNE MCCANN, AND JOHN DOUGLAS MCCANN AND DIRECTING THAT SAID NOTICE BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF FULSHEAR AND POSTED ON THE CITY'S WEB SITE.

* * * * *

WHEREAS, the City of Fulshear, Texas ("City") has received a Petition to annex a 63.438 acre tract of land owned by Kenneth G. McCann, Gerald Wayne McCann, and John Douglas McCann ("McCanns") into the City; and

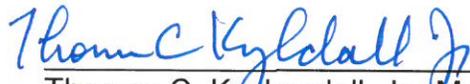
WHEREAS, the City has granted the Petition received from McCanns to annex a 63.438 acre tract of land into the City of Fulshear on June 13, 2013;

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

Section 1. That the City Council of the City of Fulshear, Texas does hereby call a first public hearing to be held on the 20th day of August, 2013, at 7:00 p.m., and a second public hearing to be held on the 20th day of August, 2013, at 7:15 p.m. at the City of Fulshear City Hall, 30603 FM 1093, Fulshear, Texas, at which time all persons desiring to be heard will be heard on or in connection the proposed annexation of a 63.438 acre tract of land owned by McCanns into the City of Fulshear, Texas.

Section 2. The City Council directs the City Secretary to publish and post the notices of public hearings pursuant to the requirements of the Open Meetings Act and Chapter 43 of the Local Government Code.

PASSED, APPROVED, and ADOPTED this, the 16th day of July, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1102

AN ORDINANCE CALLING TWO PUBLIC HEARINGS BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS TO BE HELD AT CITY HALL, 30603 FM 1093, FULSHEAR, TEXAS TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE PROPOSED ANNEXATION INTO THE CITY OF FULSHEAR, TEXAS, A 16.005 ACRE TRACT OF LAND ON PETITION OF KENNETH G. MCCANN, GERALD WAYNE MCCANN, AND JOHN DOUGLAS MCCANN AND DIRECTING THAT SAID NOTICE BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF FULSHEAR AND POSTED ON THE CITY'S WEB SITE.

* * * * *

WHEREAS, the City of Fulshear, Texas ("City") has received a Petition to annex a 16.005 acre tract of land owned by Kenneth G. McCann, Gerald Wayne McCann, and John Douglas McCann ("McCanns") into the City; and

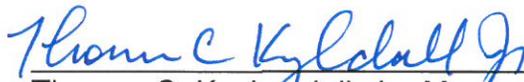
WHEREAS, the City has granted the Petition received from McCanns to annex a 16.005 acre tract of land into the City of Fulshear on June 13, 2013;

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

Section 1. That the City Council of the City of Fulshear, Texas does hereby call a first public hearing to be held on the 20th day of August, 2013, at 7:00 p.m., and a second public hearing to be held on the 20th day of August, 2013, at 7:15 p.m. at the City of Fulshear City Hall, 30603 FM 1093, Fulshear, Texas, at which time all persons desiring to be heard will be heard on or in connection the proposed annexation of a 16.005 acre tract of land owned by McCanns into the City of Fulshear, Texas.

Section 2. The City Council directs the City Secretary to publish and post the notices of public hearings pursuant to the requirements of the Open Meetings Act and Chapter 43 of the Local Government Code.

PASSED, APPROVED, and ADOPTED this, the 16th day of July, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013- 1103

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, GRANTING TO SEAWAY CRUDE PIPELINE COMPANY, LLC, THE RIGHT, PRIVILEGE AND FRANCHISE TO LAY, REPLACE, MAINTAIN, AND OPERATE ONE THIRTY INCH (30") PIPELINE IN THE CORPORATE LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FULSHEAR, TEXAS, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID RIGHT, PRIVILEGE, AND FRANCHISE IS GRANTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Chapter 111 of the Texas Natural Resources Code authorizes municipal regulation of pipelines; and

WHEREAS, the City of Fulshear, Texas, ("City") strives to promote orderly and safe development within the territorial limits and the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council finds that the franchise agreement with Seaway Crude Pipeline Company LLC ("Seaway") is in the best interest of the health, safety, and welfare of the citizens of the City;

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Grant of authority. Subject to the terms, conditions and provision of this Franchise, The City ("Grantor") hereby grants to Seaway ("Grantee"), the right, privilege and franchise for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to transport crude oil within the City corporate limits and the extraterritorial jurisdiction, as such limits may be amended from time to time during the term of the franchise, said consent being granted for a term ending July 16, 2018.

Section 3. Terms and conditions. Each of the following terms, provisions and conditions is a material part of the franchise herein granted, and grantee by its acceptance of this franchise agrees to perform each and every provision and condition:

- (a) The franchise herein granted shall and does hereby authorize the grantee to run one thirty-inch pipeline across and underneath the public streets and easements in the City, upon the approval of the City as to the points at which the pipeline will

cross or run along or underneath any street or streets and right-of-way or rights-of-way within the City in accordance to plans and specifications heretofore filed with the City Secretary and approved by the City.

- (b) When found necessary by the City, any such line or other structures shall be lowered or relocated, upon written request by the City at the sole expense of the Grantee. It is the purpose of this subsection that improvements, changes and alterations in either existing or future streets, street right-of-way, water, sanitary, sewer, or storm sewers shall in no way be hampered by the line or other structures of the grantee.
- (c) The Grantee shall pay to the City of Fulshear an initial franchise fee in the amount of \$500.⁰⁰ and shall thereafter pay to said city an annual fee in the amount of \$500.⁰⁰ per year, payable annually in advance, on or before the anniversary date of the final passage of the ordinance granting this franchise; provided, that the grantee may at its election and option pay in advance at the time the initial franchise fee is paid the aggregate amount of the FIVE annual fees to be thereafter payable for the full term covered hereby and if such advance payment is made of such annual fees, no further annual fees shall be payable during the life and term of this franchise.
- (d) Grantee shall comply with all laws, ordinances, rules and regulations heretofore adopted by the City Council.
- (e) Grantee shall save the city harmless from and against all liability for injury or damage to any person or persons or property caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline within the right-of-way of any street or alley of the city. Grantee shall pay to the City all damages caused to the city of any of its agencies by the construction, maintenance, operation, repair or removal of such pipeline or any part thereof.
- (f) Grantee shall refill (including the repaving of any cut in any pavement) all excavations made by it within the right-of-way of any street or alley in the constructing, operating, maintaining, or removing of such pipeline or any part thereof; and if after once refilling such excavation the earth within such excavated area settles so as to leave a depression, the grantee shall make further necessary fills from time to time as ordered by the City. Grantee will repair all portions of any street or alley across or along which its said line is laid and place the same in as good a state of repair and condition as they were in at the time of construction, repair or removal was commenced, such repairs to be the satisfaction of the City.
- (g) All construction contemplated by Grantee, including all work of repairing or refilling, shall be done under plans and specifications thereof approved by the City and subject to his approval of the completed work; and any excavation in or

along any such street or alley shall be replaced with materials of the same kind as those removed unless the City approves of some other type of fill or material. Grantee shall notify the City before commencing at any time an excavation in any portion of any street or alley and shall not entirely close any street or alley but shall at all times maintain a route of travel along and within such roadway area which shall include any sidewalk area, except that in cases of emergency the city's such building inspector, the mayor, or the city council may authorize a temporary closing of any street, alley, or sidewalk in order to take care of any break or leakage in the pipeline if in the opinion of the City such closing is necessary to protect the safety of the public.

- (h) If the Grantee fails to commence or thereafter to diligently prosecute any such repair, refilling or other work so required to be done by it within a reasonable time after being notified thereof by the City, the City may cause such work to be done at the expense of the Grantee and may recover all such expenses from the Grantee, together with all costs and reasonable attorney's fees. In addition, the City may include a penalty of twenty five (25) percent of such cost for such service.
- (i) The Grantee shall provide the necessary automatic pressure release (cutoff) valves which prevent the flow of the commodity, in either direction if there should be any break or rupture within the right-of-way limits of any street or public property; such valves must meet with the approval of the City. Each valve must be clearly painted in a unique identifiable color. The Grantee shall file with the City Secretary a statement indicating the color of the valve. The fire department is authorized, in its discretion, to actuate such valve in the event of an emergency.
- (j) Upon completion of the laying of the initial pipeline, Grantee shall furnish to the City and to the Fort Bend County Emergency Services District #4 a building plan and drawing in electronic format accurately showing the actual location, course and alignment of the pipeline, said plans shall consist not only of the plan but also of a suitable profile accurately showing the location of all streets or alleys across or along which the pipeline was laid as well as the location of any other pipeline, utility line or other underground facility in close proximity of said pipeline.
- (k) Notices. Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal

Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

Company: Seaway

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

- (l) Initial construction and installation of such pipeline will be in accordance to the plans and specifications heretofore submitted to, and approved by, the City.
- (m) Pipeline will be used for the transportation of crude oil.
- (n) In addition to any provision herein contained, pipeline will be constructed and operating in accordance with rules and regulations of U. S. Department of Transportation.
- (o) Prior notice of construction will be given to City before actual construction in the city.
- (p) All street crossings will be installed by boring under them.
- (q) Pipeline will have adequate cathodic protection as defined by the U.S. Department of Transportation.
- (r) If Grantee fails, neglects, or refuses to comply with any provisions or conditions of this franchise after receiving a thirty (30) day written demand for compliance,

the City may terminate this franchise. In the event this franchise is terminated, Grantee shall, at its sole expense, remove or abandon in place, at the option of the City said pipeline and appurtenances installed pursuant to this franchise and resort the said City street areas to their original condition.

Section 4. Transfer of franchise. No transfer of this franchise shall be effective unless it be in writing, in duplicate, signed by the transferor and by the transferee, and stating the true consideration of such transfer, and it shall be filed with the City Secretary. If not approved by the City Council, the transfer or attempted transfer shall be null and void.

Section 5. Acceptance of transfer. The Grantee shall file its written acceptance of this franchise with the City Secretary within thirty (30) days from the date of the passage hereof and shall thereupon be bound by all of the terms and conditions hereof. The franchise herein granted shall commence and inure to the benefit of the Grantee, effective immediately, with the filing of such written acceptance hereof by Grantee. The Grantee shall not commence any work or construction of any type within the right-of-way limits of any street or public property until the final passage and acceptance of this franchise.

Section 6. Not an exclusive franchise. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and the City hereby expressly reserves the right to grant, at any time like privileges, rights and franchises as it may see fit to any other person or corporation.

Section 7. Renewal or early termination of franchise. Seaway shall give the City written notice of any request for renewal of its franchise six (6) months prior to expiration of the franchise granted by this Ordinance. Seaway may terminate this franchise prior to the expiration hereof by giving City written notice of such early termination six (6) months prior to the effective date of such early termination.

Section 8. Abandoning or temporarily abandoning a piping system. In the event of abandoning or temporarily abandoning a pipeline system or any part thereof, it shall be the duty of Seaway under observation of the City that:

- a. Facilities to be abandoned or temporarily abandoned in place shall be disconnected from all sources of the transported fluid liquid such as other pipelines, meter stations, control lines, and other appurtenances, and
- b. Facilities to be abandoned or temporarily abandoned in place shall be purged of the transported fluid and replaced with an inert material vented as appropriate and the ends sealed.

Section 9. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 10. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall exclusively be in Fort Bend County, Texas.

Section 11. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 12. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 13. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

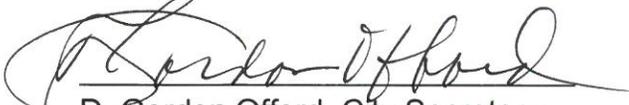
Section 14. Effective Date. This Ordinance shall be effective upon passage.

PASSED, APPROVED, and ADOPTED on this 16th day of July, 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013- 1105

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE SCHEDULE OF FEES FOR BUILDING PERMITS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), desires to amend fees associated with building permits; and

WHEREAS, the City Council of the City of Fulshear, Texas finds that amending building permit fees will be in the best economic interest of the City; and

WHEREAS, the City Council of the City of Fulshear, Texas further finds that amending the building permit fees will place the City's fee structure in line with other nearby cities;

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

Residential Building Permit Fee Schedule:

The Residential Building Permit applicant shall pay to the City an application fee, a Plan Review fee, an Inspection fee, a Building Permit fee, and any applicable miscellaneous fees as detailed below.

1. Application fee: \$35.00
2. Plan Review fee: The Plan Review fee shall be equal to one-half of the total valuation fee of the overall Building Permit fee. The Plan Review fee shall be paid to the City at the time of submitting plans and specifications for City approval.
3. Inspection fee: \$600.00
4. Building Permit fee: see chart:

To figure the Building Permit fee follow the below chart:

Valuation is based off of: Valuation of New Residential Construction is \$100.95 per square foot

Valuation \$1,000.00 or less, then applicant shall pay to the City: \$25.00.

Valuation \$1,001.00 to \$50,000.00, then the applicant shall pay to the City \$25.00 for first \$1,000.00 plus \$5.00 for each additional thousand or fraction of a thousand.

Valuation \$50,001.00 to \$100,000.00, then the applicant shall pay to the City \$260.00 for first \$50,000.00 plus \$4.00 for each additional thousand or fraction of a thousand.

Valuation \$100,001.00 to \$500,000.00, then the applicant shall pay to the City \$460.00 for first \$100,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

Valuation \$500,001.00 to \$1,000,000.00, then the applicant shall pay to the City \$2,314.00 for first \$500,000.00 plus \$3.50 for each additional thousand or fraction of a thousand.

Valuation \$1,000,001.00 more, then the applicant shall pay to the City \$4,064.00.00 for first \$1,000,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

Example: *Sample House Size of 3,500 square feet*

Total Valuation \$100.95 X 3,500sf	\$353,325.00
First \$100,000 valuation fee fixed at \$460	\$460.00
Plus \$3.00 per each additional \$1,000 valuation or fraction.....	\$760.00
Application fee	<u>\$35.00</u>
Total Valuation Fee	\$1,255.00
Plan Review fee..... Total Valuation \$1,255.00 /2	\$627.50

3.

Inspection fee..... **\$600.00**

Total Building Permit Fee..... **\$2447.50**

A building permit is non-transferable and expires in 180 days. An extension may be requested in writing within 30 days after expiration along with a \$150.00 extension fee. If an extension is not requested within 30 days a full new permit application along with plans and permit fees will be required. The Building Official may waive additional fees for minor revisions of plans, otherwise a revision or plan change fee will be \$75.00.

Trade permits associated with new residential building permits: (including electrical, mechanical, plumbing, and irrigation permits) \$95.00

Commercial Building Permit Fee Schedule:

Plan Review Fee: Plan Review fee shall be paid to the City at the time of submitting plans and specifications for City Approval. The Plan Review fee shall be equal to one-half of total valuation fee of the overall Building Permit fee. The Plan Review fee is in addition to the building permit fee. If the valuation of the proposed construction exceeds \$1,000 **the plan-review fee shall be paid to the Building Services Department at the time of submittal.**

Building Valuation is based upon the cost of construction as shown in the contract between the contractor and the owner of the property.

Valuation \$50,000.00 or less, then the applicant shall pay to the City \$700.00 for first \$1,000.00 plus \$5.75 for each additional thousand or fraction of a thousand.

Valuation \$50,001.00 to \$100,000.00, then the applicant shall pay to the City \$800.00 for first \$50,000.00 plus \$4.75 for each additional thousand or fraction of a thousand.

Valuation \$100,001.00 to \$500,000.00, then the applicant shall pay to the City \$1000.00 for first \$100,000.00 plus \$3.50 for each additional thousand or fraction of a thousand.

Valuation \$500,001.00 to \$1,000,000.00, then the applicant shall pay to the City \$3,500.00 for first \$500,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

Valuation \$1,000,001.00 more, then the applicant shall pay to the City \$4,064.00.00 for first \$1,000,000.00 plus \$3.00 for each additional thousand or fraction of a thousand.

A building permit is non-transferable and expire in 180 days. An extension maybe requested in writing within 30 days after expiration along with a \$350.00 extension fee. If an extension is not requested within 30 days a full new permit application along with plans and permit fees will be required. Revisions which require additional review \$250.00

Trade permits associated with new commercial building permits: (including electrical, mechanical, plumbing, and irrigation permits) shall be\$300.00

Miscellaneous Fees:

Re-Inspection Fee - \$60.00

After hours Inspections - \$150.00 (at the discretion and approval of the Building Official)

Work without permit - \$350.00 (The paying of this fee shall not relieve any person from fully complying with the requirements in the execution of the work nor from any other penalties prescribed in the Code.)

Trade permits not associated with new residential or commercial building permits: see fee chart Schedule A

Pool Permits:

See residential building permit fees, permit fee is based upon the cost of construction as shown in the contract between the pool company and the owner of the property.
Inspection Fee \$360.00

Trade permits for all pool permits and minor remodel/addition (under 300 square footage permits) for residential structures shall be \$45.00.

Contractor Registration:

All contractors who work within the City of Fulshear city limits must register as a contractor, provide the city with a copy of the contractor license, drivers licence and a minimum of \$100,000 general liability insurance with the City of Fulshear listed as an additionally insured. **Registration Fee \$200** (exemption plumbing contractors)

Fee Chart Schedule A

The following fees are required for work not associated with new residential or commercial construction building permits, or incidental permits not associated with new commercial permits.

<u>Plumbing</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Driveway or Sidewalk Permit</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Irrigation</u>	
Application fee (including 1 inspection)	\$
Each additional inspection	60.00
<u>Electrical</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Air Conditioning/Mechanical</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Moving Permit</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Roofing Permit</u>	
Application fee (including 1 inspection)	\$95.00
Each additional inspection	\$60.00
<u>Fence Permit</u>	
Under 6ft in height	\$35.00

6ft high or higher	\$60.00
<u>(Demolition should be considered a typical building permit by type (Res or Comm)</u>	

Section 4. *Severability.*

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

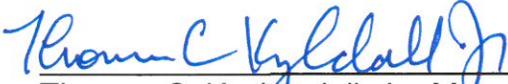
Section 5. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 6. *Effective date.*

This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 16th day of July, 2013.



 Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1106

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, GRANTING TO SEAWAY CRUDE PIPELINE COMPANY LLC, THE RIGHT, PRIVILEGE AND FRANCHISE TO LAY, REPLACE, MAINTAIN, AND OPERATE ONE THIRTY INCH (30") PIPELINE IN THE CORPORATE LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FULSHEAR, TEXAS, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID RIGHT, PRIVILEGE, AND FRANCHISE IS GRANTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Chapters 111 and 117 of the Texas Natural Resources Code address the issue of municipal regulation of pipelines; and

WHEREAS, the City of Fulshear, Texas, ("City") strives to promote orderly and safe development within the territorial limits and the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council finds that the franchise agreement with Seaway Crude Pipeline Company LLC ("Seaway") is in the best interest of the health, safety, and welfare of the citizens of the City;

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Grant of authority. Subject to the terms, conditions and provision of this Franchise, The City ("Grantor") hereby grants to Seaway ("Grantee"), the right, privilege and franchise for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to transport crude oil within the City corporate limits and the extraterritorial jurisdiction, as such limits may be amended from time to time during the term of the franchise, said consent being granted for an initial term of 25 years.

Section 3. Terms and conditions. Each of the following terms, provisions and conditions is a material part of the franchise herein granted, and grantee by its acceptance of this franchise agrees to perform each and every provision and condition:

- (a) The franchise herein granted shall and does hereby authorize the grantee to run

one thirty-inch pipeline across and underneath the public streets and easements in the City, upon the approval of the City as to the points at which the pipeline will cross or run along or underneath any street or streets and right-of-way or rights-of-way within the City in accordance to plans and specifications heretofore filed with the City Secretary and approved by the City.

- (b) When found necessary by the City, any such line or other structures shall be lowered or relocated, upon written request by the City at the sole expense of the Grantee. It is the purpose of this subsection that improvements, changes and alterations in either existing or future streets, street right-of-way, water, sanitary, sewer, or storm sewers shall in no way be hampered by the line or other structures of the grantee.
- (c) The Grantee shall pay to the City of Fulshear an initial franchise fee in the amount of \$5,000.00 and shall thereafter pay to said city an annual fee in the amount of \$1,000.00 per year, payable annually in advance, on or before the anniversary date of the final passage of the ordinance granting this franchise; provided, that the grantee may at its election and option pay in advance at the time the initial franchise fee is paid the aggregate amount of the \$30,000.00 annual fees to be thereafter payable for the full term covered hereby and if such advance payment is made of such annual fees, no further annual fees shall be payable during the life and term of this franchise.
- (d) Grantee shall comply with all laws, ordinances, rules and regulations heretofore adopted by the City Council.
- (e) Grantee shall save the city harmless from and against all liability for injury or damage to any person or persons or property caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline within the right-of-way of any street or alley of the city. Grantee shall pay to the City all damages caused to the city of any of its agencies by the construction, maintenance, operation, repair or removal of such pipeline or any part thereof.
- (f) Grantee shall refill (including the repaving of any cut in any pavement) all excavations made by it within the right-of-way of any street or alley in the constructing, operating, maintaining, or removing of such pipeline or any part thereof; and if after once refilling such excavation the earth within such excavated area settles so as to leave a depression, the grantee shall make further necessary fills from time to time as ordered by the City. Grantee will repair all portions of any street or alley across or along which its said line is laid and place the same in as good a state of repair and condition as they were in at the time of construction, repair or removal was commenced, such repairs to be the satisfaction of the City.
- (g) All construction contemplated by Grantee, including all work of repairing or

refilling, shall be done under plans and specifications thereof approved by the City and subject to his approval of the completed work; and any excavation in or along any such street or alley shall be replaced with materials of the same kind as those removed unless the City approves of some other type of fill or material. Grantee shall notify the City before commencing at any time an excavation in any portion of any street or alley and shall not entirely close any street or alley but shall at all times maintain a route of travel along and within such roadway area which shall include any sidewalk area, except that in cases of emergency the city's such building inspector, the mayor, or the city council may authorize a temporary closing of any street, alley, or sidewalk in order to take care of any break or leakage in the pipeline if in the opinion of the City such closing is necessary to protect the safety of the public.

- (h) If the Grantee fails to commence or thereafter to diligently prosecute any such repair, refilling or other similar work so required to be done by it within a reasonable time after being notified thereof by the City, the City may cause such work to be done at the expense of the Grantee and may recover all such reasonable expenses from the Grantee, together with all costs and reasonable attorney's fees. In addition, the City may include a penalty of twenty five (25) percent of such cost for such service.
- (i) The Grantee shall provide the necessary automatic pressure release (cutoff) valves which prevent the flow of the commodity, in either direction if there should be any break or rupture within the right-of-way limits of any street or public property; such valves must meet with the approval of the City. Each valve must be clearly painted in a unique identifiable color. The Grantee shall file with the City Secretary a statement indicating the color of the valve. The fire department is authorized, in its discretion, to actuate such valve in the event of an emergency.
- (j) Upon completion of the laying of the initial pipeline, Grantee shall furnish to the City and to the Fort Bend County Emergency Services District #4 a building plan and drawing in electronic format accurately showing the actual location, course and alignment of the pipeline, said plans shall consist not only of the plan but also of a suitable profile accurately showing the location of all streets or alleys across or along which the pipeline was laid as well as the location of any other pipeline, utility line or other underground facility in close proximity of said pipeline.
- (k) Notices. Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United

States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

Company: Seaway

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

- (l) Initial construction and installation of such pipeline will be in accordance to the plans and specifications heretofore submitted to, and approved by, the City.
- (m) Pipeline will be used for the transportation of crude oil.
- (n) In addition to any provision herein contained, pipeline will be constructed and operating in accordance with rules and regulations of U. S. Department of Transportation.
- (o) Prior notice of construction will be given to City before actual construction in the city.
- (p) All street crossings will be installed by boring under them.
- (q) Pipeline will have adequate cathodic protection as defined by the U.S. Department of Transportation.
- (r) If Grantee fails, neglects, or refuses to comply with any provisions or conditions of this franchise after receiving a thirty (30) day written demand for compliance, the City may terminate this franchise. In the event this franchise is terminated, Grantee shall, at its sole expense, remove or abandon in place, at the option of the City said pipeline and appurtenances installed pursuant to this franchise and resort the said City street areas to their original condition.

Section 4. Transfer of franchise. No transfer of this franchise shall be effective unless it be in writing, in duplicate, signed by the transferor and by the transferee, and stating the true consideration of such transfer, and it shall be filed with the City Secretary. If not approved by the City Council, the transfer or attempted transfer shall be null and void.

Section 5. Acceptance of transfer. The Grantee shall file its written acceptance of this franchise with the City Secretary within thirty (30) days from the date of the passage hereof and shall thereupon be bound by all of the terms and conditions hereof. The franchise herein granted shall commence and inure to the benefit of the Grantee, effective immediately, with the filing of such written acceptance hereof by Grantee. The Grantee shall not commence any work or construction of any type within the right-of-way limits of any street or public property until the final passage and acceptance of this franchise.

Section 6. Not an exclusive franchise. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and the

City hereby expressly reserves the right to grant, at any time like privileges, rights and franchises as it may see fit to any other person or corporation.

Section 7. Renewal or early termination of franchise. Seaway shall give the City written notice of any request for renewal of its franchise six (6) months prior to expiration of the franchise granted by this Ordinance. Each subsequent renewal term shall be for a period of 25 years. Seaway may terminate this franchise prior to the expiration of the original or any renewal term hereof by giving City written notice of such early termination six (6) months prior to the effective date of such early termination.

Section 8. Abandoning or temporarily abandoning a piping system. In the event of abandoning or temporarily abandoning a pipeline system or any part thereof, it shall be the duty of Seaway under observation of the City that:

- a. Facilities to be abandoned or temporarily abandoned in place shall be disconnected from all sources of the transported fluid liquid such as other pipelines, meter stations, control lines, and other appurtenances, and
- b. Facilities to be abandoned or temporarily abandoned in place shall be purged of the transported fluid and replaced with an inert material vented as appropriate and the ends sealed.

Section 9. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 10. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall exclusively be in Fort Bend County, Texas.

Section 11. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

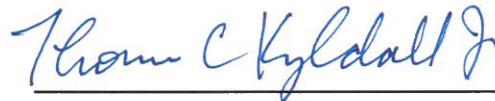
Section 12. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of

Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 13. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 14. Effective Date. This Ordinance shall be effective upon passage.

PASSED, APPROVED, and ADOPTED on this 30th day of July, 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1107

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NOS. 2012-1082 and 2013-1090 BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2012-2013, BY APPROVING "BUDGET AMENDMENT II" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2012-2013"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance Nos. 2012-1082 and 2013-1090, the City Council of the City of Fulshear, Texas, adopted its "Original General Budget for Fiscal Year 2012-2013"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2012-2013; now, therefore,

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2012-2013 Budget.

SECTION 2.0

AMENDED: The "Original General Budget of the City of Fulshear, Texas, for the Fiscal Year 2012-2013," adopted under Ordinance No. 2012-1082 and amended under 2013-1090 is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2012-2013" attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2012-1082 and 2013-1090 shall remain in full force and effect.

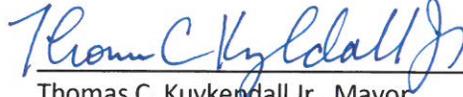
SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.



Thomas C. Kuykendall Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

**ORDINANCE NO. 2013-1108
ADOPTING A CONVENIENCE FEE FOR THE ACCEPTANCE OF ONLINE PAYMENTS**

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS ADOPTING A CONVENIENCE FEE OF \$3.00 PER TRANSACTION FOR THE ACCEPTANCE OF ONLINE PAYMENTS; REPEALING ALL PREVIOUS RESOLUTIONS OR ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of Fiscal Responsibility and conservation, it has been deemed in the best interest of the City of Fulshear, Texas to adopt a fee charged for the convenience of making online payments to the City; AND

WHEREAS, it is the desire of the City Council of the City of Fulshear to develop a fee structure that will offset the costs of the City to provide such a service; AND

WHEREAS, the City Council of the City of Fulshear, Texas believes that these financial goals are best attained through the fee structure contained herein.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt a convenience fee for accepting payments online.

SECTION 2.0

ADOPTED: The following fee is hereby adopted to offset the City's costs for providing the convenience service of making online payments:

- (a) The fee charged for the convenience of making online payments shall be \$3.00 per transaction.

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

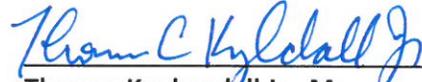
REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5.0

EFFECTIVE DATE: This Ordinance shall be effective on September 1, 2013.

SECTION 6.0

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



Thomas Kuykendall Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1109

AN ORDINANCE GRANTING TO SIENERGY, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF FULSHEAR, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, the City of Fulshear, Texas ("City") strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with SiEnergy ("Company") is in the best interest of the health, safety, and welfare of the citizens of the City.

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this Ordinance, the right, privilege and franchise is hereby granted to SiEnergy, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Fulshear, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Fulshear, as the same are now and as the same may from time to time be extended.

Section 3. DEFINITIONS.

- A. "City" shall mean the City of Fulshear, Texas.
- B. "Company" shall mean SiEnergy, a Texas Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply and sales of natural gas for heating, lighting, power and any other purposes for which natural gas may now or hereafter be used.

D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.

E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 4. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 20 and shall be in full force and effect for a term of 30 years.

Section 5. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM. All Facilities installed by Company shall be of sound material and good quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal, State and City regulations and in the absence of such regulations in accordance with accepted industry practice. Company shall comply with all laws, ordinances, rules and regulations adopted by the City Council. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 13 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. The Company shall provide the necessary automatic pressure release (cutoff) valves which prevent the flow of the commodity if there should be any break or rupture within the right of way limits of any street or public property; such valves must meet with the approval of the City. Each valve must be clearly painted in a unique identifiable color. The Company shall file with the City Secretary a statement indicating the color of the valve. The fire department is authorized, in its discretion, to actuate such valve in the event of an emergency. Upon completion of the facilities, Company shall furnish to the City and to Fort Bend Emergency Services District #4 a building plan and drawing in electronic format accurately showing the actual location, course and alignment of the pipeline and facilities, said plans shall consist not only of the plan but also of a suitable profile accurately showing the location of all streets or alleys across or along which the pipeline was laid as well as the location of any other pipeline, utility line or other underground facility in close proximity of said pipeline. **STREETS TO BE RESTORED TO GOOD CONDITION.** Company and its contractors shall give City reasonable notice, of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. The Company and its contractors must obtain a permit from the City to perform work in the Public Rights-of-Way and must follow the City's permitting processes to keep the City informed of the Company's and Company's contractors' work performed pursuant to the rights granted under this Franchise. This Franchise and the permit issued by the City shall allow the Company to perform all work on Company's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the installation,

replacement, abandonment, operation or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to pay any fee in addition to the franchise fee in order to perform work on Company's Facilities, or park within the Streets and other Public Rights-of-Way. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible but no later than the time frame established by the permit issued by the City. In all cases Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work. Company will restore all portions of any street or alley across or along which facilities are installed in as good a state of repair and condition as they were in at the time construction, repair or removal was commenced, such repairs to be to the satisfaction of the City. If the Company fails to commence or thereafter to diligently prosecute any such repair, refilling or other work so required to be done by it within a reasonable time after being notified thereof by the City, the City may cause such work to be done at the expense of the Company and may recover all such expenses from the Company, together with all costs and reasonable attorney's fees. In addition the City may include a penalty of twenty-five (25%) percent of such cost for such service.

Section 6. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality of service rules of the Railroad Commission of Texas and all other applicable local, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 7. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to two percent (2%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August,

November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 8. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Fulshear. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to gross receipts received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

Section 9. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

Section 10. COMPLIANCE AND REMEDIES. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company 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.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons reasonably beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

(d) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provisions hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of the Agreement.

(e) The construction and validity of this agreement shall be governed by the laws of the State of Texas. Venue shall exclusively be in Fort Bend County, Texas.

(f) Nothing in this Agreement shall constitute a waiver by the City of its governmental or sovereign immunity, nor shall City's enforcement of any legal right or assertion of any affirmative defense arising out of this Agreement constitute a waiver of City's governmental or sovereign immunity.

Section 11. RESERVE OF POWERS. The City, by the granting of this Franchise, does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Fulshear or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 12. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

Section 13. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company's own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. Company must provide

emergency line locating services to City at no additional cost and provide these services within two hours when reasonable and practical.

Section 14. OPERATIONAL PROCEDURES. The Company's operational staff and City Staff will meet at mutually agreeable times and dates to discuss operational practices and procedures, to communicate regarding upcoming projects, and to attempt to resolve any outstanding disputes or concerns.

Section 15. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 16. RECORDS AND REPORTS. (a) Books of Account. The Company 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 accounts and records shall be kept at the company's principal office in Lakeway, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

Section 17. EASEMENT. In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company

an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

Section 18. TRANSFER, RENEWAL OR EARLY TERMINATION OF FRANCHISE. No transfer of this franchise shall be effective unless it be in writing, in duplicate, signed by the transferor and by the transferee, and stating the true consideration of such transfer, and it shall be filed with the City Secretary. If not approved by the City Council, the transfer or attempted transfer shall be null and void. Company shall give the City written notice of any request for renewal of its franchise six (6) months prior to the expiration of the franchise granted by this Ordinance. Company may terminate this franchise prior to the expiration hereof by giving City written notice of such early termination six (6) months prior to the effective date of such early termination.

Section 19. ABANDONMENT. In the event of abandoning or temporarily abandoning a pipeline or related facilities, it shall be the duty of company, under observation of the City, to:

(a) Disconnect from all sources the transported medium from all sources; and

(b) Purge the transported medium and replace with an inert material vented as appropriate and the ends sealed.

Section 20. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Fulshear a written statement signed in its name and behalf in the following form:

"To the Honorable Mayor: and City Council of the City of Fulshear: SiEnergy, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions."

SiEnergy

By: _____

June M. Dively, Chief Executive

Officer

Dated this 20th day of August, 2013.

Section 21. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Fulshear in adopting this Franchise that no portion hereof or provision

hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 22. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

SiEnergy
June M. Dively, Chief Executive Officer
3 Lakeway Centre Court, Suite 110
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Fulshear
30603 FM 1093
P.O. Box 279
Fulshear, Texas 77441

With copies to:

City Manager
30603 FM 1093
P.O. Box 279
Fulshear, Texas 77441

Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

Section 23. REPEAL. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

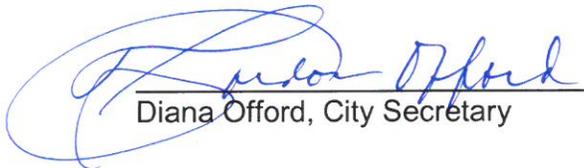
Section 24. PASSAGE AND EFFECTIVE DATE. Provided Company files a written acceptance of this Franchise with the City within thirty (30) days after final passage of this Ordinance, this Franchise shall take effect on the date it is passed, approved, and adopted as recorded below (the "Effective Date").

PASSED, APPROVED, AND ADOPTED on this 20th day of August,
2013



Tommy C. Kuykendall, Jr., Mayor

ATTEST:



Diana Offord, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the duly appointed and qualified City Secretary of Fulshear, Texas, do hereby certify that the above and foregoing ordinance was passed and adopted on first reading at a regular meeting of the City Council of said Fulshear, Texas, held on the August 20, 2013; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall and on the City's official web site for at least 72 hours preceding the day of said meeting; that the Mayor Thomas C. Kuykendall Jr. and following Council members:

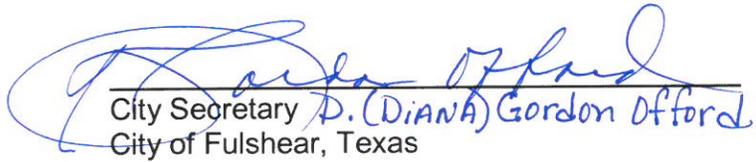
- | | |
|------------------------------|------------------------|
| 1. <u>Larry Beustring</u> | 4. <u>Jeff Roberts</u> |
| 2. <u>J. B. Collins, JR.</u> | 5. _____ |
| 3. <u>Laverne Patterson</u> | 6. _____ |

were present at said meeting and acted as the Council throughout, that the above and was passed and adopted on second reading at a regular meeting of the City Council of said Fulshear, Texas, held on the _____; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall and on the City's official web site for at least 72 hours preceding the day of said meeting; that the Mayor, _____, and the following Council members:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books kept for the purpose of recording the ordinances of the City of Fulshear.

EXECUTED under my hand and the official seal of the seal of the City of Fulshear, Texas at said City, this the 20th day of August, 2013.


City Secretary D. (DIANA) Gordon Offord
City of Fulshear, Texas

[SEAL]

ORDINANCE NO. 2013-1110 2013-2014 MS
AN ORDINANCE ADOPTING THE CITY OF FULSHEAR'S FISCAL YEAR ~~2012-2013~~ BUDGET

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF FULSHEAR FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING FUNDS FOR THE GENERAL AND ENTERPRISE OPERATIONS, CAPITAL IMPROVEMENTS, REGIONAL PARKS AND THE OPERATIONS OF THE 4A AND 4B DEVELOPMENT CORPORATIONS; FURTHER APPROPRIATING FUNDS TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF FULSHEAR FOR THE 2013-2014 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 was duly presented to the City Council and a public notice of a public hearing was caused and said notice was duly published in the Fort Bend Herald and said public hearing was held according to said notice.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to budget and appropriate funds for the Fiscal year 2013-2014.

SECTION 2.0

APPROPRIATED: The appropriations for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014, for the support of the General government, its Enterprise operations, Capital Improvements, Regional Parks and the City's 4A and 4B Corporations of the City of Fulshear, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2013-2014 Budget, a copy of which is appended hereto as Exhibit A.

SECTION 3.0

ADOPTED: The budget as shown in words and figures in Exhibit A is hereby adopted in all respects as the City's budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014.

SECTION 4.0

DEBT PAYMENTS APPROPRIATED: Any and all amounts of interest and principal due on debt held by the City and shown in the City budget is hereby appropriated toward the retirement of said debt.

SECTION 5.0

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

SECTION 7.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

FIND YOUR FUTURE IN FULSHEAR



FILED
2013 SEP 30 PM 1:19
John H. ...
COURT CLERK
FORX DESK

THE CITY OF FULSHEAR FISCAL YEAR 2013-2014 OPERATING BUDGETS



CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET



John Offord

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$153,438 OR 21.98% AND OF THAT AMOUNT \$102,454 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

The Members of the governing body voted on the proposal to consider the Budget as follows:

For:
Against:
Present and Not Voting:
Absent:

	Proposed FY 2013-2014	Adopted FY 2012-2013
Property Tax Rate	0.197125	0.203656
Effective Tax Rate	0.182524	0.188571
Effective Maintenance & Operations Tax Rate	0.182524	0.188571
Rollback Rate	0.197125	0.203656
Debt Rate	0.00	0.00

The total amount of Municipal Debt obligation secured by Property Taxes for the City of Fulshear is \$0.00.



CITY OF FULSHEAR, TEXAS **FY 2013-2014 BUDGET**

MAYOR

Thomas C. Kuykendall Jr.

COUNCIL MEMBERS

J.B. Collins

Stephen Gill

Jeff Roberts

Laverne Patterson

Larry Beustring

ADMINISTRATION

C.J. Snipes

D. Gordon Offord

Kristi J. Brashear

Cheryl Stalinsky

Kenny Seymour

Michelle Kirchner

City Administrator

City Secretary

Finance Director

Economic Development

Chief of Police

Building Official





CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

In presenting this budget, the following statistics are set out:

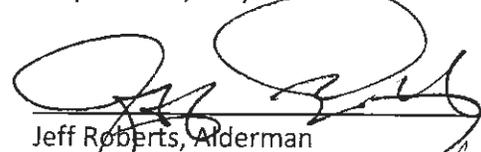
The Certified 2013 Appraisal Roll Valuation for the City of Fulshear is \$379,850,244. The Total Assessed Valuation is based on 100% of the true or market value of real and personal property. It is estimated that \$748,781 will be assessed and \$748,781 will be collected on the basis of the Maintenance and Operations Tax Rate of \$0.197125 per \$100 valuation.

We Thomas C. Kuykendall Jr., Mayor; Stephen Gill, Mayor Pro Tem; J.B. Collins, Jeff Roberts, Laverne Patterson, and Larry Beustring, Aldermen do hereby certify that the attached budget is a true and correct copy of the budget for the 2013-2014 Fiscal Year as adopted on September 24, 2013.

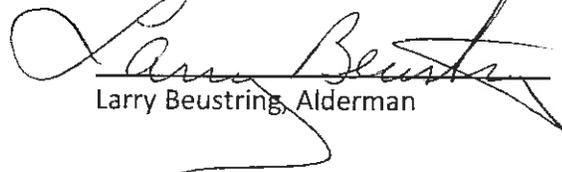

Thomas C. Kuykendall Jr., Mayor

Stephen Gill, Mayor Pro Tem

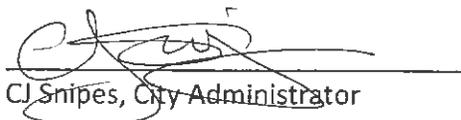

J.B. Collins, Alderman


Jeff Roberts, Alderman


Laverne Patterson, Alderman


Larry Beustring, Alderman

ATTEST:


CJ Snipes, City Administrator



CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

GLOSSARY

To assist the reader in understanding various terms in the Annual Budget, a budget glossary has been included.

AD VALOREM TAXES – Commonly referred to as property taxes; charges levied on all real and certain personal property according to the property's assessed valuation and the tax rate, in compliance with the State Property Tax Code.

AMENDED BUDGET – Includes the adopted budget for a fiscal year, plus any changes to the budget.

ANNEXED PROPERTY – Land previously outside the City limits that becomes part of the City during a year through the legal process of incorporation.

APPROPRIATION – An authorization made by the city council which permits the city to incur obligation and to make expenditures of resources.

ASSESSED VALUATION – A valuation set upon real estate or other property by the County Appraisal District to be used as a basis for levying taxes.

AUDIT – A comprehensive review of the manner in which the government's resources were actually utilized. A certified public accountant issues an opinion over the presentation of financial statements, test the controls over the safekeeping of assets and makes recommendations for improvements where necessary.

BOND – A written promise, generally under seal, to pay a specified sum of money called the face value, at a fixed time in the future call the date of maturity, and carrying interest at a fixed rate, usually payable periodically. The difference between a note and a bond is that the latter usually runs for a longer period of time and requires greater legal format.

BUDGET – A plan of operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them.

BUDGET YEAR – The fiscal year of the City which begins October 1 and ends September 30.



CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

CAPITAL EXPENDITURES – Proposed expenditures for major improvements, equipment, vehicles, or machinery that results in the acquisition of assets with a useful life of more than one year.

CERTIFICATES OF OBLIGATION – Forms of debt that are backed by a pledge of the full faith and credit of the City. This form of debt differs from general obligation bonds in that they do not require direct approval of the voters rather an indirect approval.

DEBT SERVICE – The City's obligation to pay principal and interest on bonded debt according to a predetermined payment schedule.

DELINQUENT TAXES – Taxes that remain unpaid after the date on which a penalty for nonpayment is attached. Tax statements are mailed out in October and become delinquent if unpaid by January 31st.

DEPARTMENT – A major organizational unit that reports directly to the city manager. This unit may be responsible for one type of activity or several types of activities.

DEPRECIATION – The process of estimating and recording the expired useful life of a fixed asset which is used to distribute its cost over its revenue producing years.

EFFECTIVE TAX RATE – The rate which produces the same effect in terms of the total amount of taxes as compared to the prior year.

EXPENDITURE – The outflow of funds paid or to be paid for an asset obtained or goods or services obtained regardless of when the expense is actually paid.

EXPENSE – Charges incurred whether paid immediately or unpaid for operation, maintenance, interest and other charges.

FISCAL YEAR – An accounting period, typically twelve months, to which the annual budget applies and at the end of which a city determines its financial position and results of operations. The City's fiscal year is October 1 through September 30.

FIXED ASSETS – Assets of long-term character which are intended to continue to be held or used, such as land, buildings, machinery, furniture, and other equipment.

GENERAL FUND – The fund that is available for any legal authorized purpose and which is therefore used to account for all revenues and all activities except those required to



CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

be accounted for in another fund. Note: The General Fund is used to finance the ordinary operations of a governmental unit.

GRANT – A contribution by one governmental unit to another. The contribution is usually made to aid in the support of a specified function, but it is sometimes also for general purposes.

INTERFUND TRANSFERS – The movement of monies between funds of the same governmental entity.

PERSONNEL EXPENDITURES – For the purpose of budgeting, this term refers to all wages and related items: regular pay, premium pay, longevity pay, social security, life insurance, retirement plan contributions, health insurance and worker's compensation insurance.

PROPERTY TAXES – Used to describe all revenues received in a period from current taxes and delinquent taxes. Property taxes are levied on both real and personal property according to the property's valuation and tax rate.

REVENUE – The yield of taxes and other monetary resources that the City collects and receives into the treasury for public use.

ROLLBACK TAX RATE – A calculated maximum rate allowed by law without voter approval. The rollback rate provides the taxing unit with about the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 8% increase for those operations plus sufficient fund to pay debts in the coming year.

TAX BASE – The total value of all real, person and mineral property in the City as of January 1st of each year, as certified by the Country Appraisal District. The tax base represents net value after all exemptions.

TAX RATE – Total tax rate is set by Council and is made up of two components: debt service and operations rates. It is the amount levied for each \$100 of assessed valuation.



CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

Fiscal Year 2012-2013 Review

The City will finish the Fiscal Year 2012-2013 in very good financial health. The City received a clean audit and for the second year in a row indicated reserves in excess of 100% operating expenses meaning that the City can effectively function for a year on Fund Balance alone. This allowed the City to undertake a number of long needed improvements to the City's streets and thoroughfare, while also expanding Public Safety resources.

In Fiscal Year 2012-2013 the City achieved a number of goals identified through previous planning; which will provide for quality growth in the future. Some of those projects include tangible benefits to capital infrastructure, such as:

- Implementation of the City's first Capital Improvement Program for Streets: With the adoption of the FY 2012-2013 the City approved a four cycle of repair and maintenance to all City Streets located outside of the new developments. In many cases, these streets had seen no significant maintenance since the 1980's.

Over the course of the CIP, the City will expend \$1.6 Million to repair and in some cases rebuild streets located in the southern portion of the City and in Downtown. The project is being done on a "pay as you go" process so no debt has been issued to complete the work and no increases in taxes will be required to fund the improvements.



Red Bird Lane prior to repair



Red Bird Lane after Repair

The CIP based its schedule in conference with the County who is actually doing the work. In the first year (FY 2012-2013) Terry, Penn, Oak, Red Bird and the southern portion of Bois D'Arc lanes were repaired on the southern end of the

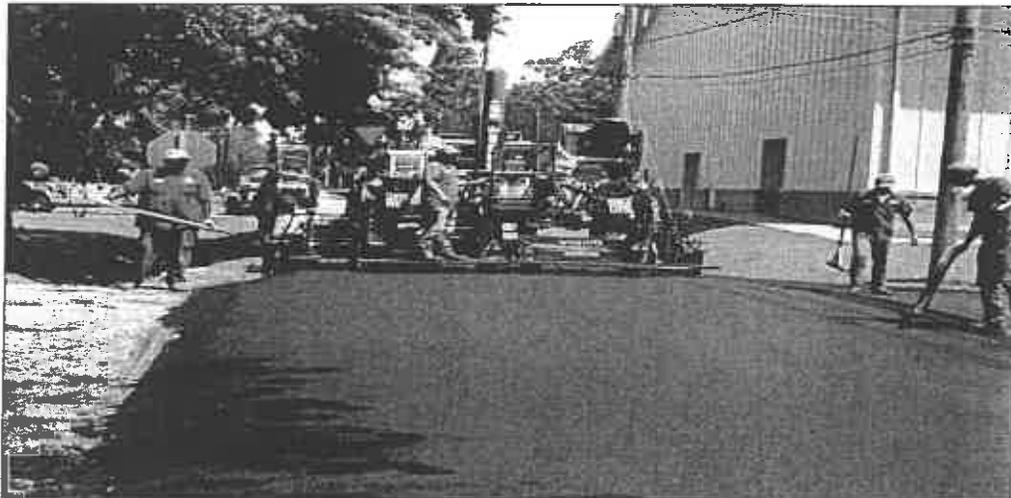


CITY OF FULSHEAR, TEXAS **FY 2013-2014 BUDGET**

City. McKinnon Road, Wallis, 5th and Syms Streets were repaired in the Downtown areas. For the first year of the project the City expended almost \$525,000 for these repairs to approximately 4.5 miles of road.



McKinnon Road rebuild, in some places, the crew had to go down 26 inches to find suitable soil for a road base.



County crew overlays Wallis Street. By using the County for labor the City saved more than 40% of the total estimated costs for repairs.



CITY OF FULSHEAR, TEXAS **FY 2013-2014 BUDGET**

Perhaps not as tangible, but equally as important the City was able to complete other projects which enhance the lives of the residents, but also ensure their properties are protected now and in the future. Examples of those projects include:

- The Addition of Masonry Requirements to the Zoning Ordinance: In the previous Fiscal Year, the City instituted its first Zoning Ordinance to better protect homeowners' investments and guide future development within the City Limits. This Fiscal Year, those protections were enhanced with the adoption and implementation of Masonry requirements for commercial buildings in the City. These requirements not only add value and longevity to the buildings themselves, they also serve to maintain the value of surrounding properties.
- Subdivision Ordinance Revision: After nearly 2 ½ years of refinement, the City adopted its updated Subdivision Ordinance this year. This is the most fundamental development Ordinance the City has in its arsenal to guide future development. Among the notable changes are the transition from a minimum lot size of 6,000 square feet to an average lot size of 8,000 per development which means lower density and higher value for new homes constructed in those areas.
- BeautiFulshear/ Keep Fulshear Beautiful: Thanks to an array of community partners, including Faith Based, For Profit and Non-Profit organizations the City was able to conduct its third major event. The Spring Clean Event saw volunteers work on projects around the community including cleaning wetlands along Red Bird Lane, collecting tires from around the community and improving the playground at Stern Park.





CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

- Community Events: Another “labor of Love” from resident volunteers and partner organizations throughout the Community; this year saw the City again celebrate Christmas with Santa on a Longhorn, Pipers and Dancers on St. Patrick’s Day, and host Honey Brown in concert prior to the Fireworks on the 4th of July. All of these events brought hundreds into downtown and helped boost local retailers who reported some of their strongest sales days of the year.





CITY OF FULSHEAR, TEXAS **FY 2013-2014 BUDGET**

- City Hall Annex Opened: With the unparalleled growth in the area the demand for permits and inspections lead the City to add new staff to the Department of Builder Services. This plus the increased volume of foot traffic at City Hall lead to the demand for more space and in September 2013 the City leased a space in the Fulshear Business Park. In the move, the City also was able to eliminate two of three rented storage facilities.

All in all it was a very successful year for the City in financial terms and in terms of projects and processes that will benefit the City for years to come. However, the works is by no means complete and there are a number of projects begun this Fiscal Year that will be completed in the coming Fiscal Year that will have impacts for generations in this community.



CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

Current Financial Conditions

As previously, stated the City enters Fiscal Year 2012-2013 in excellent shape. The General Fund Reserve is very healthy as are the City's other Funds as evidenced by the chart below:

City of Fulshear Cash and Investment Fund Balances as of 8/31/2013

General Fund	\$	3,114,577.85
Capital Projects	\$	10,289.19
Fulshear Enterprise	\$	152,417.23
Cross Creek Enterprise	\$	1,219,561.47
Municipal Court and Police Restricted	\$	27,117.98
Regional Parks Fund Restricted	\$	545,912.67
<u>Fulshear Water Fund Restricted</u>	\$	<u>319,049.21</u>
Total Cash & Investments	\$	5,388,925.60



CITY OF FULSHEAR, TEXAS

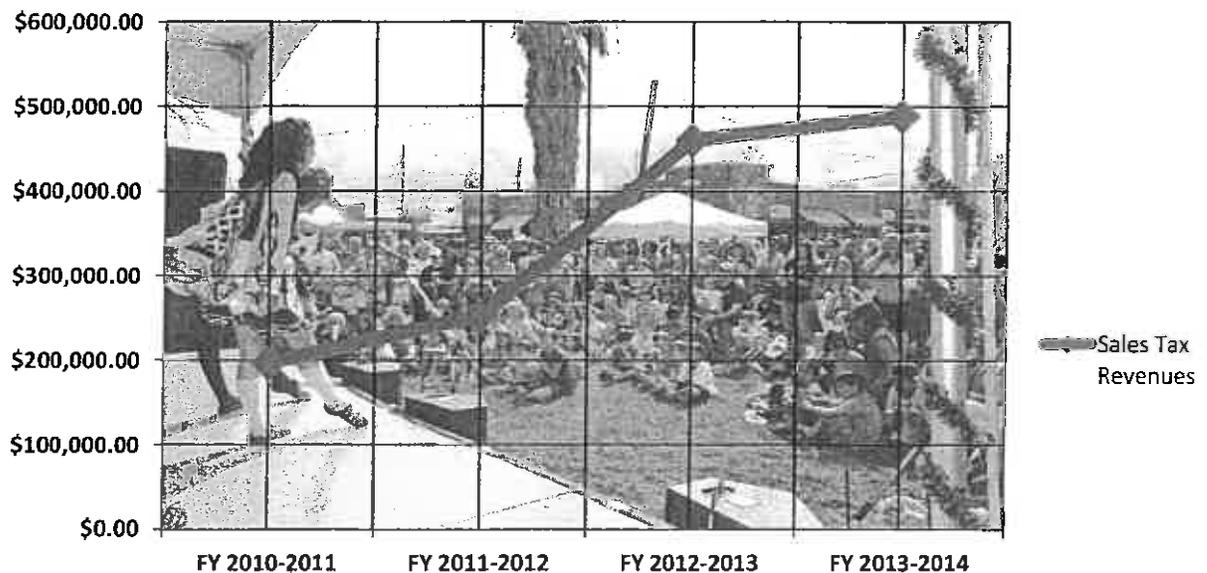
FY 2013-2014 BUDGET

General Fund Budget Notes

This Budget includes the General Operating Funds for the City provided primarily through Ad Valorem, Sales Tax revenues as well as Building/Permit revenues. The Column in the budget entitled 2012-2013 AMD reflects the FY 2012-2013 Budget as amended. This year's General Fund Budget includes the Following Highlights:

- Thanks to continuing growth in revenues and expedient stewardship of the City's expenditures this year's General Fund budget will be balanced.
- This year's General Fund Budget represents the continuing growth of the City as the local economy continues to thrive based on a strong energy market. This year's budget anticipates a 7.84% increase in expected Total Revenues (despite a reduction in the Property Tax Rate) and a 23.64% increase in expected Total Expenditures. Proof of the strong local economy can be found in the chart below which details the rapid growth in Sales Tax Revenues experienced by the City.

City of Fulshear Sales Tax Growth



- Much of the City's projected Revenue growth comes from the generation of fees associated with Permits and Inspections, as well as growth in Sales Tax

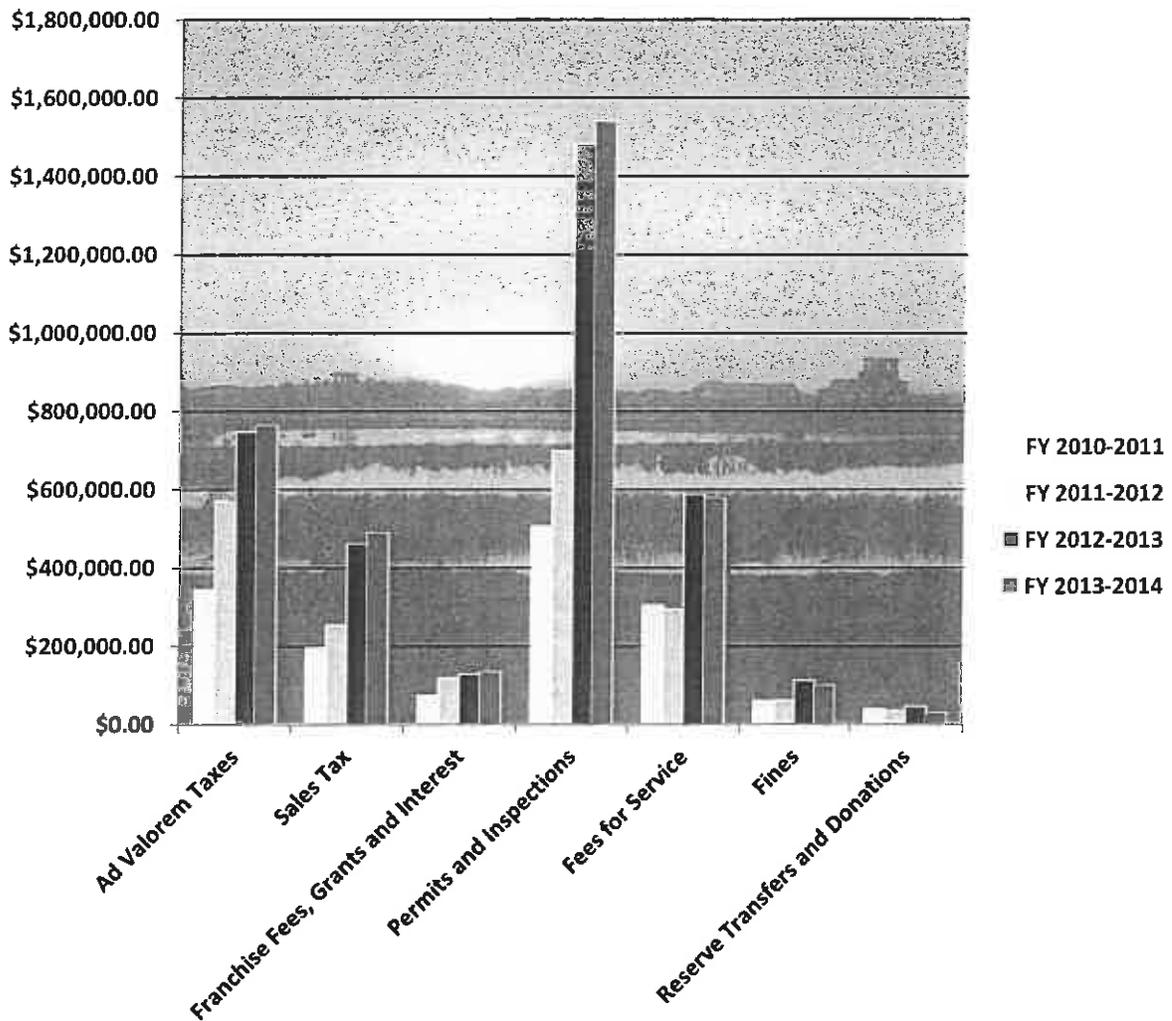


CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

and Fees for service. The chart below details the anticipated revenues for the coming Fiscal Year. The projections are based on trends in the local market.

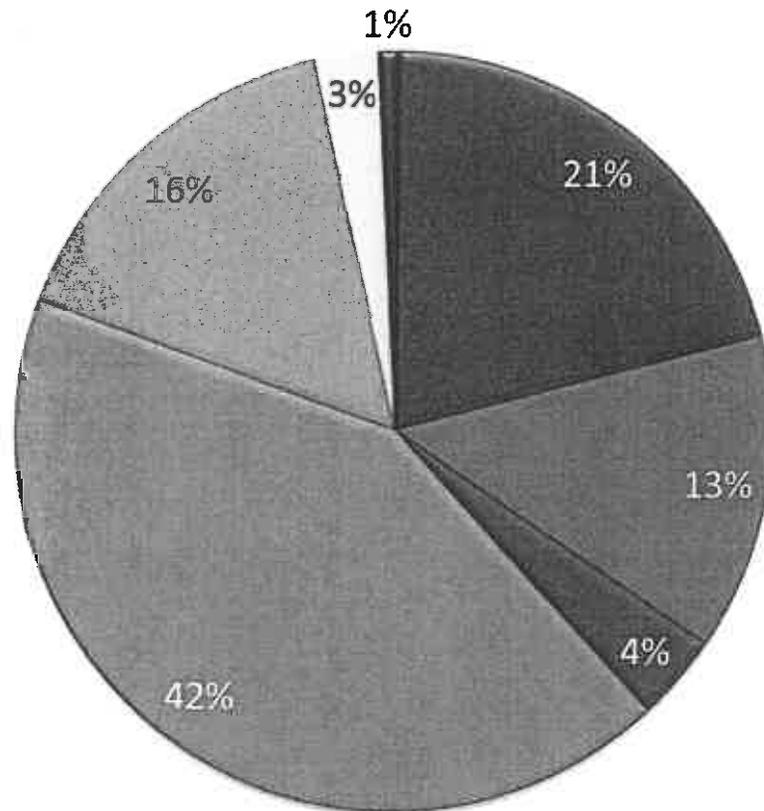
City of Fulshear Revenue History





CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

City of Fulshear Revenues FY 2013-2014



- Ad Valorem Taxes
- Franchise Fees, Grants and Interest
- Fees for Service
- Reserve Transfers and Donations
- Sales Tax
- Permits and Inspections
- Fines

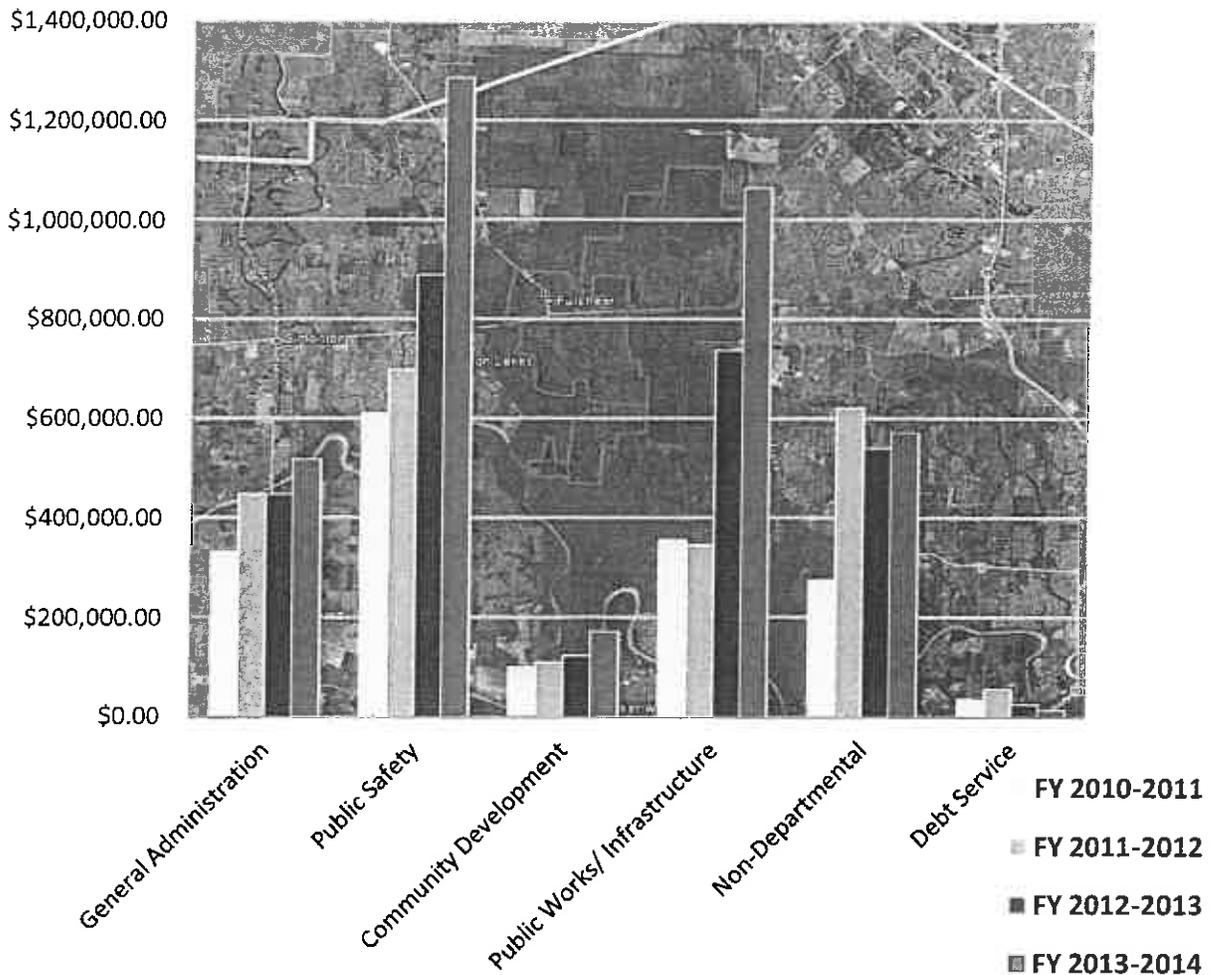
- Accompanying the growth in Revenues the City anticipates increasing expenditures by 23.64% Year over Year. The chart below identifies the areas of expenditure for the new Fiscal Year.



CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

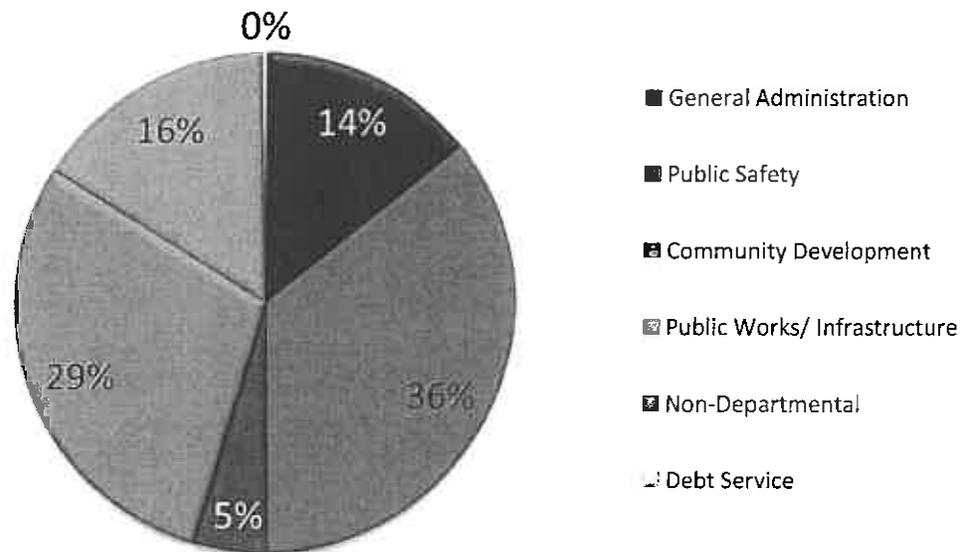
City of Fulshear Expenditure History





CITY OF FULSHEAR, TEXAS FY 2013-2014 BUDGET

City of Fulshear Fiscal Year 2013-2014 Expenditures



The growth in Budget expenditures is meant to match the growth in City as a whole. Below are listed the Highlights of the City's growth as represented in the chart above:

- This year will be the second of a four year cycle of the City's Street Capital Improvement Projects. This year the General Fund Reserve will transfer more than \$500,000 to the Capital Improvements Budget to fund the resurfacing and reconstruction of some of the City's worst streets including, Country, Shady and Bois D'Arc Lanes, Harris and 1st Streets downtown and Katy-Fulshear Road. By the end of the cycle, all of the City's streets not located within a Master Planned Development will have been repaired and re-surfaced.
- In the realm of Public Safety changes include:
 - The City is adding three (3) new police officer positions and given the favorable financial position in the current Fiscal Year was able to expand the Police Fleet in FY 2012-2013 by three new vehicles providing more resources for use in the FY 2013-2014 Budget.



CITY OF FULSHEAR, TEXAS

FY 2013-2014 BUDGET

- The expansion of the Inspection/ Code Enforcement staff by adding another Full-time Inspector after the first Quarter of next Fiscal Year. The Builder Services/ Code Enforcement Department processes approximately 49 new residential permits a month which represents an 8% increase year over year. The department also conducts on average more than 700 inspections a month which represents an increase of nearly 70% year over year.
- In the Non-Departmental Budget there are several changes from prior years related to the rapid growth in our area:
 - A transfer to the Capital Fund of \$519,294 for costs associated with the CIP for streets.
 - Following a Salary Comparison Survey, the City is in the process of making salaries more competitive and this budget includes a merit based step program for staff over which will occur over the next two years. This line item totals \$42,857 for FY 2013-2014.
 - The rebates for our two major Master Planned Communities continue to grow with their growth in valuations. The rebates for Cross Creek Ranch and Fulbrook on Fulshear Creek will top \$330,000 in FY 2013-2014.
 - This section of the Budget also includes Consulting Fees in anticipation of the City beginning the Home Rule Charter process as it rapidly approaches the 5,000 resident threshold required for that process under the Texas Constitution.
- Expenditure highlights in the General Administration and Community Development budgets include additional administrative staff, a new staff position for billing, Codification of City Ordinances, technology upgrades and continuation of the Comprehensive Planning Process.
- Finally, the City is extremely proud to note that its Debt Service component is still among the lowest for Cities in the area.

**City of Fulshear, Texas
FY 2013-2014 Budget**

Grand Totals

Revenues	2011-2012 Actuals	2012-2013 AMD II	Projected Final Actual	2013-2014 Proposed Budget	Year v. Year Percent Change
Tax Revenue	\$1,041,420.00	\$1,284,164.81	\$1,315,868.65	\$1,385,786.26	7.91%
License & Permit Revenue	\$999,101.00	\$1,253,494.89	\$1,481,327.87	\$1,541,121.19	22.95%
Grant Revenue	\$21,000.00	\$15,052.00	\$13,815.58	\$0.00	-100.00%
Service Revenue	\$365,178.00	\$452,114.45	\$585,774.32	\$577,200.00	27.67%
Fines & Forfeitures Revenue	\$87,227.00	\$91,941.57	\$110,724.77	\$98,010.00	6.60%
Interest Revenue	\$7,653.00	\$5,300.00	\$3,625.16	\$5,300.00	0.00%
Other Revenue	\$36,995.00	\$264,924.88	\$44,985.30	\$29,685.00	-88.79%
Total Revenue	\$2,558,574.00	\$3,366,992.60	\$3,556,121.65	\$3,637,102.46	8.02%

Expenditures	2011-2012 Actuals	2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percent Change
General Administration	\$387,875.00	\$503,321.07	\$447,200.46	\$516,597.15	2.64%
Builder Services/ Code Enforcem	\$172,403.00	\$286,727.91	\$177,640.36	\$367,563.87	28.19%
Community Development	\$65,665.00	\$119,316.10	\$74,848.48	\$133,781.36	12.12%
Emergency Management	\$0.00	\$32,280.00	\$8,047.25	\$32,280.00	0.00%
Facilities	\$73,770.00	\$87,376.00	\$50,399.52	\$141,625.00	62.09%
Municipal Court	\$63,628.00	\$78,373.70	\$69,465.08	\$89,963.28	14.79%
Special Events	\$23,303.00	\$48,334.00	\$47,514.33	\$38,000.00	-21.38%
Non-Departmental	\$500,401.00	\$990,372.59	\$814,926.29	\$1,098,591.39	10.93%
Police Department	\$449,830.00	\$830,185.57	\$633,598.12	\$796,769.62	-4.03%
Public Works/ Maintenance	\$132,610.00	\$137,539.80	\$87,503.26	\$216,530.78	57.43%
Streets	\$94,230.00	\$103,500.00	\$88,567.31	\$192,500.00	85.99%
Debt Service	\$47,870.00	\$24,777.50	\$24,664.54	\$12,900.00	-47.94%
Total Expenditures	\$2,011,585.00	\$3,242,104.24	\$2,521,375.00	\$3,637,102.46	80.81%
Revenue Over/ Under	\$546,989.00	\$124,888.36	\$1,034,746.65	\$0.00	

City of Fulshear, Texas
 FY 2013-2014 Budget
 Revenues

Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Other Income	\$0.00	\$1.00	\$162.45	\$1.00	0.00%
Ad Valorem Tax Collection - Current Year	\$521,342.00	\$682,365.20	\$682,365.20	\$748,781.00	9.73%
Ad Valorem Tax Collection - Prior Years	\$50,982.00	\$49,667.92	\$49,167.92	\$10,031.27	-79.80%
Ad Valorem Tax Collection - Penalty & Interest	\$9,156.00	\$13,968.34	\$13,968.34	\$4,000.00	-71.36%
Sales & Use Tax Collection	\$321,831.00	\$407,977.94	\$459,498.09	\$482,472.99	18.26%
Mixed Beverage Tax Collection	\$12,669.00	\$7,158.61	\$8,590.33	\$8,000.00	11.75%
Franchise Tax - Electric and Gas Service	\$76,672.00	\$71,000.00	\$66,007.79	\$77,000.00	8.45%
Franchise Tax - Telecommunications	\$36,348.00	\$43,000.00	\$29,311.91	\$47,000.00	9.30%
Franchise Tax - Cable TV	\$11,104.00	\$8,500.00	\$6,165.66	\$8,500.00	0.00%
PEG Fee	\$1,316.00	\$525.80	\$630.96	\$0.00	-100.00%
Sub-Total Tax Revenues	\$1,041,420.00	\$1,284,164.81	\$1,915,868.65	\$1,385,786.26	7.91%

Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Registration - Electrician	\$9,000.00	\$7,200.00	\$8,640.00	\$7,200.00	0.00%
Registration - HVAC	\$2,400.00	\$1,200.00	\$1,680.00	\$1,400.00	16.67%
Registration - Building Contractor	\$16,400.00	\$16,572.00	\$19,886.40	\$18,000.00	8.62%
Registration - Irrigation	\$0.00	\$1,200.00	\$0.00	\$1,200.00	0.00%
Permit - Electrical	\$54,825.00	\$76,055.76	\$91,266.91	\$85,000.00	11.76%
Permit - HVAC	\$25,088.00	\$32,598.00	\$39,117.60	\$37,000.00	13.50%
Permit - Building Contractor	\$507,891.00	\$644,969.93	\$773,963.92	\$818,848.97	26.96%
Permit - Plumbing	\$38,895.00	\$46,869.50	\$56,243.40	\$53,000.00	13.08%
Permit - Solicitation	\$0.00	\$120.00	\$0.00	\$120.00	0.00%
Permit - Fire Suppression	\$0.00	\$60.00	\$0.00	\$60.00	0.00%
Permit - Moving & Demolition	\$255.00	\$135.00	\$192.00	\$135.00	0.00%
Permit - Sign	\$3,150.00	\$1,500.00	\$1,692.00	\$1,500.00	0.00%
Permit - Banner	\$1,265.00	\$1,000.00	\$1,086.00	\$1,000.00	0.00%
Permit - Alarm	\$1,250.00	\$28,500.00	\$14,610.00	\$15,000.00	-47.37%
Liquor License	\$1,320.00	\$1,800.00	\$492.00	\$1,800.00	0.00%
Inspection Fees	\$337,362.00	\$393,714.70	\$472,457.64	\$499,857.22	26.96%
Sub-Total Lic. & Permits Revenue	\$999,101.00	\$1,253,494.89	\$1,481,327.87	\$1,541,121.19	22.95%

Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Grant Revenue - Capital Projects	\$21,000.00	\$15,052.00	\$13,815.58	\$0.00	-100.00%
Sub-Total Grant Revenues	\$21,000.00	\$15,052.00	\$13,815.58	\$0.00	-100.00%

Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Refund Revenue	\$0.00	\$150.00	\$126.00	\$150.00	0.00%
NSF - Return Check Fees	\$30.00	\$100.00	\$42.00	\$100.00	0.00%
Engineering - Plat Review	\$4,031.00	\$12,500.00	\$17,151.01	\$11,000.00	-12.00%
Plan Review	\$251,712.00	\$273,472.00	\$340,315.03	\$345,000.00	26.16%
Subdivision - Plat Fees	\$10,146.00	\$1,700.00	\$32,849.12	\$33,000.00	1841.18%
Subdivision - Public Improvement Dev. Fee	\$74,263.00	\$133,242.45	\$159,890.94	\$145,000.00	8.82%
Comm. Plat Fees	\$723.00	\$950.00	\$924.90	\$950.00	0.00%
Administration Fees Economic Dev. Corps.	\$3,771.00	\$2,500.00	(\$2,004.94)	\$2,500.00	0.00%
Administration Fee for Solid Waste Collection	\$20,502.00	\$27,500.00	\$36,480.25	\$39,500.00	43.64%
Sub-Total Service Revenue	\$365,178.00	\$452,114.45	\$585,774.32	\$577,200.00	27.67%

City of Fulshear, Texas
FY 2013-2014 Budget
Revenues

Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Court Fines & Forfeitures	\$19,070.00	\$22,998.38	\$27,598.06	\$25,000.00	8.70%
Court Fees	\$57,862.00	\$48,468.29	\$58,161.95	\$50,000.00	3.16%
Court Building Security Fund	\$503.00	\$0.00	\$0.00	\$0.00	0.00%
Court Technology Fund	\$671.00	\$0.00	\$0.00	\$0.00	0.00%
Court Time Payment Fees Local	\$56.00	\$0.00	\$0.00	\$0.00	0.00%
Court Deferred Dispositions	\$9,059.00	\$20,464.90	\$24,557.88	\$23,000.00	12.39%
Court - City Justice Fee	\$6.00	\$10.00	\$406.88	\$10.00	0.00%
Sub- Total Fines & Forfeitures Revenue	\$87,227.00	\$91,941.57	\$110,724.77	\$98,010.00	6.60%
Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Interest - Money Market Accounts	\$3,172.00	\$1,800.00	\$1,028.51	\$1,800.00	0.00%
Interest - CD's	\$2,892.00	\$1,500.00	\$950.60	\$1,500.00	0.00%
Interest - MBIA General Investments	\$1,589.00	\$2,000.00	\$1,646.05	\$2,000.00	0.00%
Sub- Total Interest Revenue	\$7,653.00	\$5,300.00	\$3,625.16	\$5,300.00	0.00%
Description	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage Change
Candidate Filing Fees	\$125.00	\$100.00	\$50.00	\$100.00	0.00%
Legal Development Reimbursement	\$592.00	\$0.00	\$0.00	\$0.00	0.00%
Police Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Transfer in from Reserves	\$0.00	\$226,550.18	\$0.00	\$0.00	-100.00%
Suspence - Bank Corrections	(\$4,411.00)	\$3,904.63	\$3,904.70		-100.00%
Sale of Assets	\$375.00	\$675.00	\$0.00	\$675.00	0.00%
Miscellaneous Income	\$4,619.00	\$10,053.67	\$13,403.56	\$5,000.00	-50.27%
Loan Proceeds	\$24,478.00	\$0.00	\$0.00	\$0.00	0.00%
Cash Long-Short	\$0.00	\$0.00	(\$106.67)	\$0.00	0.00%
Police Department Report Revenues	\$234.00	\$60.00	\$288.00	\$60.00	0.00%
Community Development - Booth Fees	\$3,503.00	\$2,500.00	\$1,925.00	\$2,000.00	-20.00%
Development Corp Reimbursements	\$260.00	\$7,731.40	\$7,731.40	\$7,500.00	-2.99%
Community Developmnet - Sponsor Contributio	\$250.00	\$2,500.00	\$3,333.33	\$2,500.00	0.00%
Community Development - Pageant Registratio	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Community Development - BeautiFulshear	\$1,750.00	\$1,000.00	\$1,900.00	\$1,500.00	50.00%
Community Center Income	\$0.00	\$0.00	\$0.00	\$150.00	0.00%
Community Center - FB Seniors	\$1,200.00	\$1,400.00	\$1,448.91	\$1,250.00	-10.71%
Community Center - Rental	\$3,560.00	\$8,000.00	\$11,107.07	\$8,500.00	6.25%
Community Center - Security	\$0.00	\$50.00	\$0.00	\$50.00	0.00%
Community Center - Supervisor	\$160.00	\$200.00	\$0.00	\$200.00	0.00%
Community Center - Cleaning	\$300.00	\$200.00	\$0.00	\$200.00	0.00%
Sub- Total Other Revenue	\$36,995.00	\$264,924.88	\$44,985.30	\$29,685.00	88.79%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Non-Departmental Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year y Year Percentage Change
Non- Personnel					
Supplies	\$560.00	\$2,000.00	\$2,178.05	\$4,500.00	125.00%
Postage	\$1,888.00	\$3,500.00	\$1,737.29	\$5,309.00	51.69%
Contingency	\$285.00	\$20,000.00	\$0.00	\$20,000.00	0.00%
COF Business Enterprise Funding	\$0.00	\$65,000.00	\$0.00	\$41,000.00	-36.92%
CCR Business Enterprise Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Capital Projects Funding	\$275,000.00	\$525,370.32	\$510,000.00	\$ 519,294.79	-1.16%
FCC Ad Valorem Rebate	\$15,696.00	\$23,311.82	\$20,388.40	\$43,775.41	87.78%
CCR Ad Valorem Rebate	\$143,505.00	\$207,161.31	\$206,161.31	\$292,738.28	41.31%
Prof. Services - Consulting	\$3,388.00	\$37,629.00	\$3,098.44	\$45,000.00	19.59%
Prof. Services - Charter Development	\$0.00	\$10,000.00	\$1,110.00	\$25,000.00	150.00%
Insurance - Real & Personal Property	\$3,458.00	\$271.00	\$324.50	\$3,500.00	1191.51%
Insurance - General Liability	\$2,888.00	\$1,703.00	\$2,043.60	\$3,000.00	76.16%
Insurance - Auto Liability	\$1,180.00	\$446.00	\$535.20	\$2,000.00	348.43%
Insurance - W/C Contribution	\$707.00	\$0.00	\$0.00	\$1,000.00	10000.00%
Insurance - Errors & Omissions	\$2,354.00	\$2,315.00	\$2,777.76	\$3,000.00	29.59%
Insurance - Bonds	\$703.00	\$700.00	\$628.80	\$1,000.00	42.86%
Auto Expense	\$0.00	\$0.00	\$0.00	\$7,700.00	77000.00%
Tax Collector Assessor Fees	\$2,534.00	\$7,000.00	\$5,760.42	\$8,000.00	14.29%
Telecommunications Web	\$7,060.00	\$4,600.00	\$1,321.04	\$5,275.00	14.67%
Telecommunications	\$3,691.00	\$5,200.00	\$2,704.03	\$0.00	-100.00%
Contract Services / Labor	\$0.00	\$2,000.00	\$510.00	\$2,000.00	0.00%
Prof. Services - Info Tech	\$14,118.00	\$28,300.00	\$21,403.21	\$22,000.00	-22.26%
Railroad Pipeline Rental	\$436.00	\$450.00	\$538.68	\$450.00	0.00%
Rental - City Storage	\$3,600.00	\$7,131.00	\$8,556.58	\$0.00	-100.00%
Merit Incentives for Staff	\$0.00	\$13,284.14	\$23,148.98	\$0.00	-100.00%
Step Salary Plan for Staff				\$43,048.90	43048900.00%
Depreciation Expenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total Non-Personnel	\$488,051.00	\$967,372.59	\$814,926.29	\$1,098,591.39	13.56%
Capital Outlay - Equipment	\$17,350.00	\$23,000.00	\$0.00	\$0.00	0.00%
Capital Outlay - Other Improvements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Capital Outlay - Holiday Decorations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Non-Departmental	\$505,401.00	\$990,372.59	\$814,926.29	\$1,098,591.39	10.93%

City of Fulshear, Texas
 FY 2012-2013 Budget
 Special Events Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Freedom Fest Supplies	\$353.00	\$500.00	\$353.00	\$500.00	0.00%
Freedom Fest Advertising	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
Prof. Services - Freedom Fest	\$5,000.00	\$9,360.00	\$5,000.00	\$8,000.00	-14.53%
Equip. Rental - Freedom Fest	\$3,400.00	\$7,646.00	\$3,400.00	\$4,000.00	-47.69%
Freedom Fest - Printing	\$832.00	\$780.00	\$832.00	\$700.00	-10.26%
Christmas Fulshear Supplies	\$810.00	\$283.00	\$809.93	\$500.00	76.68%
Christmas Advertising	\$646.00	\$730.00	\$646.00	\$1,000.00	36.99%
Christmas Fulshear - Printing	\$0.00	\$50.00	\$66.67	\$250.00	400.00%
Prof. Services - Christmas Fulshear	\$3,791.00	\$7,078.00	\$3,791.17	\$3,000.00	-57.62%
Equip. Rental - Christmas Fulshear	\$3,243.00	\$4,520.00	\$3,242.50	\$3,500.00	-22.57%
St. Patty's Day Supplies	\$299.00	\$247.00	\$298.73	\$500.00	102.43%
St. Patty's Day Advertising	\$324.00	\$0.00	\$324.00	\$750.00	7500.00%
Prof. Services - St. Patty's Day	\$2,200.00	\$1,631.00	\$2,200.00	\$1,500.00	-8.03%
St. Patty's Day Printing	\$0.00	\$180.00	\$240.00	\$250.00	38.89%
KFB - Supplies	\$0.00	\$4,061.00	\$5,414.57	\$0.00	-100.00%
KFB- Advertising	\$570.00	\$1,161.00	\$1,000.00	\$0.00	-100.00%
Prof. Services - KFB	\$437.00	\$6,857.00	\$436.80	\$8,750.00	27.61%
Equip Rental - KFB	\$0.00	\$450.00	\$600.00	\$0.00	-100.00%
KFB Printing	\$140.00	\$0.00	\$0.00	\$0.00	0.00%
Movie Night Advertising	\$45.00	\$0.00	\$0.00	\$1,500.00	15000.00%
Prof. Services - Movie Night	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Equip Rental - Movie Night	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Spirit Awards Supplies	\$32.00	\$300.00	\$0.00	\$300.00	0.00%
Spirit Awards Commemoratives	\$1,181.00	\$1,500.00	\$1,180.99	\$1,500.00	0.00%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$500.00	5000.00%
Total Special Events	\$23,303.00	\$48,334.00	\$29,836.36	\$38,000.00	-21.38%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Administration Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage
Personnel					
Personnel - Wages and Salaries Regular	\$165,080.00	\$179,897.64	\$174,799.33	\$241,944.93	34.49%
Personnel - Wages and Salaries Intern	\$3,775.00	\$5,597.50	\$5,597.50	\$4,500.00	-19.61%
Personnel - Mayoral Compensation	\$5,200.00	\$9,600.00	\$9,327.92	\$9,600.00	0.00%
Sub-Total Salaries and Wages	\$174,055.00	\$195,095.14	\$189,724.74	\$256,044.93	31.24%
Personnel - Social Security Expense	\$12,012.00	\$14,608.51	\$13,709.27	\$23,157.57	58.52%
Personnel - Retirement	\$3,141.00	\$4,217.53	\$1,957.86	\$6,541.11	55.09%
Personnel - Health Insurance	\$23,441.00	\$23,565.00	\$24,796.35	\$35,370.00	50.10%
Personnel - Worker's Compensation	\$550.00	\$697.00	\$753.85	\$956.00	37.16%
Personnel - Unemployment	\$0.00	\$570.00	\$0.00	\$950.00	66.67%
Personnel - Uniforms	\$700.00	\$650.00	\$0.00	\$150.00	-76.92%
Sub-Total Personnel Benefits	\$39,844.00	\$44,308.04	\$41,217.32	\$67,124.68	51.50%
Personnel - Allocated Overhead	(\$45,593.00)	(\$87,134.61)	(\$87,134.61)	(\$108,522.46)	24.55%
Total Personnel	\$168,306.00	\$152,268.57	\$143,807.45	\$214,647.15	40.97%
Non-Personnel					
Supplies	\$7,852.00	\$8,500.00	\$4,791.60	\$6,500.00	-23.53%
Publications/ Reference Material	\$722.00	\$715.00	\$0.00	\$1,400.00	95.80%
Furniture & Light Equipment	\$909.00	\$2,535.00	\$3,041.59	\$5,500.00	116.96%
Codification	\$0.00	\$15,000.00	\$0.00	\$17,500.00	16.67%
Commemoratives	\$0.00	\$100.00	\$84.96	\$100.00	0.00%
Auto Expense	\$335.00	\$1,500.00	\$1,130.20	\$1,750.00	16.67%
Auto Maintenance	\$0.00	\$0.00	\$0.00	\$600.00	6000.00%
Public Relations	\$834.00	\$2,000.00	\$205.25	\$2,000.00	0.00%
Notices - Public	\$3,853.00	\$4,200.00	\$1,895.77	\$4,200.00	0.00%
County Recording Fees	\$0.00	\$500.00	\$28.80	\$500.00	0.00%
Open Records Requests Expenditure	\$0.00	\$200.00	\$0.00	\$200.00	0.00%
Meeting Expense	\$2,159.00	\$7,000.00	\$2,831.34	\$7,000.00	0.00%
Professional Services - Accounting	\$12,863.00	\$12,500.00	\$14,959.20	\$30,000.00	140.00%
Professional Services - Legal	\$129,846.00	\$135,000.00	\$135,705.32	\$115,000.00	-14.81%
Professional Services - Legal LCISD	\$2,022.00	\$1,036.00	\$1,243.20	\$0.00	-100.00%
Professional Services - Legal Development	\$16,860.00	\$65,500.00	\$68,351.02	\$35,000.00	-46.56%
Professional Services - Economic Development	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Professional Services - Information Technology	\$3,485.00	\$0.00	\$0.00	\$1,500.00	15000.00%
Professional Services - Comprehensive Planning	\$17,225.00	\$40,000.00	\$26,363.81	\$24,000.00	-40.00%
Professional Services - Drug Screening	\$30.00	\$100.00	\$115.98	\$300.00	200.00%
Telecommunications	\$1,798.00	\$1,500.00	\$1,327.40	\$1,500.00	0.00%
Equipment Rental	\$2,751.00	\$4,800.00	\$3,517.13	\$4,800.00	0.00%
Advertising	\$185.00	\$331.50	\$397.80	\$500.00	50.83%
Printing	\$393.00	\$650.00	\$291.06	\$650.00	0.00%
Dues & Memberships	\$1,606.00	\$3,950.00	\$2,774.02	\$3,950.00	0.00%
Travel & Training	\$8,545.00	\$14,000.00	\$10,518.98	\$14,000.00	0.00%
Bank Charges - Finance	\$110.00	\$1,350.00	\$1,535.34	\$250.00	-81.48%
Credit Card Fees - Finance	\$0.00	\$245.00	\$234.00	\$250.00	2.04%
Credit Card Finance Charge	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Tax Penalties	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
Elections	\$2,936.00	\$3,500.00	\$0.00	\$7,000.00	100.00%
Application Software - InCode Maintenance Con	\$2,250.00	\$6,500.00	\$5,498.77	\$6,500.00	0.00%
Miscellaneous	\$0.00	\$1,500.00	\$720.00	\$1,500.00	0.00%
Sub-Total Non-Personnel	\$219,569.00	\$335,212.50	\$287,562.54	\$294,450.00	12.15%
Capital Outlay - Vehicle	\$0.00	\$15,840.00	\$15,830.47	\$0.00	-100.00%
Capital Outlay - Furniture	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Capital Outlay - Technology	\$0.00	\$0.00	\$0.00	\$7,500.00	7500.00%
Sub-Total Capital	\$0.00	\$15,840.00	\$15,830.47	\$7,500.00	-52.65%
Total General Administration	\$387,875.00	\$503,321.07	\$447,200.46	\$516,597.15	2.64%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Emergency Management Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II FY	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage
Personnel					
Non-Personnel					
Supplies	\$0.00	\$750.00	0.00	750.00	0.00%
Supplies - FCC Occupation Supplies	\$0.00	\$3,500.00	1,750.00	3,500.00	0.00%
Publication/Ref Material	\$0.00	\$500.00	0.00	500.00	0.00%
Furniture/Fixtures	\$0.00	\$0.00	0.00	0.00	0.00%
Commemoratives	\$0.00	\$1,200.00	1,200.00	1,200.00	0.00%
Auto Expense	\$0.00	\$1,200.00	0.00	1,200.00	0.00%
Emergency Operations Fuel Supply	\$0.00	\$8,600.00	4,325.40	8,600.00	0.00%
Public Relations	\$0.00	\$0.00	0.00	0.00	0.00%
Meeting Expenses	\$0.00	\$1,200.00	77.36	1,200.00	0.00%
Telecommunications	\$0.00	\$1,430.00	694.49	980.00	-31.47%
Equipment - Light Repair	\$0.00	\$2,500.00	0.00	2,500.00	0.00%
Radio Equipment	\$0.00	\$0.00	0.00	5,000.00	5000.00%
Radio Subscription	\$0.00	\$0.00	0.00	450.00	450.00%
Professional Services - Information Technology	\$0.00	\$500.00	0.00	500.00	0.00%
Professional Services - Other	\$0.00	\$500.00	0.00	500.00	0.00%
Equipment Rentals	\$0.00	\$1,500.00	0.00	1,500.00	0.00%
Advertising	\$0.00	\$150.00	0.00	150.00	0.00%
Printing	\$0.00	\$300.00	0.00	300.00	0.00%
Dues & Memberships	\$0.00	\$450.00	0.00	450.00	0.00%
Travel & Training	\$0.00	\$2,500.00	0.00	2,500.00	0.00%
Miscellaneous	\$0.00	\$500.00	0.00	500.00	0.00%
Sub Total Non-Personnel	\$0.00	\$27,280.00	\$8,047.25	\$32,280.00	18.85%
Capital Outlay - Radio Equipment	\$0.00	\$5,000.00	0.00		
Total Community Development	\$0.00	\$32,280.00	\$8,047.25	\$32,280.00	0.00%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Municipal Court Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Personnel					
Personnel - Wages and Salaries Regular	\$32,274.00	\$36,000.00	\$36,408.69	\$39,000.00	8.33%
Personnel - Overtime	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
Sub-Total Salaries and Wages	\$32,274.00	\$37,000.00	\$36,408.69	\$40,000.00	8.11%
Personnel - Payroll Expense	\$2,308.00	\$2,862.00	\$2,600.85	\$3,880.50	35.59%
Personnel - Health Insurance	\$7,814.00	\$7,855.00	\$8,265.45	\$7,860.00	0.06%
Personnel - Retirement	\$618.00	\$731.70	\$407.51	\$1,022.78	39.78%
Personnel - Worker's Compensation	\$153.00	\$185.00	\$175.83	\$185.00	0.00%
Personnel - Unemployment	\$0.00	\$190.00	\$0.00	\$190.00	0.00%
Personnel - Uniform	\$0.00	\$50.00	\$0.00	\$125.00	150.00%
Sub-Total Personnel Benefits	\$10,893.00	\$11,873.70	\$11,449.64	\$13,263.28	12.99%
Total Personnel	\$43,167.00	\$48,873.70	\$47,858.34	\$53,263.28	9.28%
Non-Personnel					
Supplies	\$588.00	\$1,250.00	\$162.79	\$750.00	-40.00%
Publications/ Reference Material	\$0.00	\$200.00	\$0.00	\$200.00	0.00%
Furniture & Light Equipment	\$100.00	\$1,000.00	\$0.00	\$3,000.00	200.00%
Professional Services - Judges Compensation	\$6,250.00	\$7,500.00	\$6,300.00	\$8,500.00	13.33%
Professional Services - Court Administrator	\$5,500.00	\$6,000.00	\$6,600.00	\$6,000.00	0.00%
Professional Services - Prosecutor	\$3,687.00	\$4,000.00	\$3,118.50	\$6,500.00	62.50%
Professional Services - Interpreter	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
Juror Fees	\$0.00	\$750.00	\$0.00	\$750.00	0.00%
Professional Services - Information Technology	\$166.00	\$1,250.00	\$0.00	\$1,250.00	0.00%
Printing	\$0.00	\$200.00	\$119.77	\$200.00	0.00%
Credit Card Fees - Finance	\$0.00	\$0.00	\$234.00	\$0.00	0.00%
Credit Card Finance Charge	\$0.00	\$0.00	\$2,950.56	\$0.00	0.00%
Credit Card Merchant Services Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dues & Memberships	\$265.00	\$50.00	\$48.00	\$50.00	0.00%
Travel & Training	\$1,527.00	\$1,800.00	\$1,236.52	\$4,000.00	122.22%
Application Software Maintenance	\$2,378.00	\$4,500.00	\$836.60	\$4,500.00	0.00%
Miscellaneous	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
Sub-Total Non-Personnel	\$20,461.00	\$29,500.00	\$21,606.74	\$36,700.00	24.11%
Capital Outlay - Equipment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Capital Outlay - Technology	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total Capital	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Municipal Court	\$63,628.00	\$78,373.70	\$69,465.08	\$89,963.28	14.79%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Community Development Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Personnel					
Personnel - Salaries	\$43,281.00	\$44,579.00	\$43,315.71	47,253.77	6.00%
Personnel - Wages	\$0.00	\$36,000.00	\$15,000.00	37,080.00	3.00%
Personnel - Overtime	\$0.00	\$0.00	\$0.00	1,000.00	1000.00%
Sub-Total Salaries and Wages	\$43,281.00	\$80,579.00	\$43,315.71	\$85,333.77	5.90%
Personnel - Payroll Expense	\$2,958.00	\$6,406.03	\$3,933.75	8,702.02	35.84%
Personnel - Health Insurance	\$7,814.00	\$15,710.00	\$15,710.00	15,720.00	0.06%
Personnel - Retirement	\$823.00	\$1,356.07	\$1,356.07	2,293.57	69.13%
Personnel - Worker's Compensation	\$118.00	\$185.00	\$139.20	252.00	36.22%
Personnel - Unemployment	\$0.00	\$380.00	\$0.00	380.00	0.00%
Personnel - Uniforms	\$50.00	\$50.00	\$0.00	100.00	100.00%
Sub-Total Personnel Benefits	\$11,763.00	\$24,087.10	\$21,139.02	\$27,447.59	13.95%
Total Personnel	\$55,044.00	\$104,666.10	\$64,454.73	\$112,781.36	7.75%
Non-Personnel					
Supplies	\$757.00	\$1,700.00	\$1,720.54	1,700.00	0.00%
Event Supplies	\$0.00	\$0.00	\$0.00	0.00	0.00%
Publication/Ref Material	\$0.00	\$600.00	\$0.00	2,000.00	233.33%
Furniture/ Light Equipment	\$909.00	\$500.00	\$0.00	2,000.00	300.00%
Commemoratives	\$0.00	\$0.00	\$0.00	0.00	0.00%
Maintenance - City Cleanup	\$0.00	\$0.00	\$0.00	0.00	0.00%
Auto Expense	\$0.00	\$0.00	\$0.00	0.00	0.00%
Public Relations	\$2,537.00	\$1,950.00	\$1,565.18	2,500.00	28.21%
Meeting Expenses	\$896.00	\$2,000.00	\$870.26	2,500.00	25.00%
Telecommunications	\$1,193.00	\$1,500.00	\$770.87	1,500.00	0.00%
Professional Services - Information Technolog	\$1,652.00	\$500.00	\$0.00	500.00	0.00%
Professional Services - Events	\$0.00	\$0.00	\$0.00	0.00	0.00%
Equipment Rentals - Events	\$0.00	\$0.00	\$0.00	0.00	0.00%
Bank Charges	\$0.00	\$0.00	\$0.00	0.00	0.00%
Advertising	\$0.00	\$0.00	\$0.00	0.00	0.00%
Printing	\$87.00	\$350.00	\$412.25	300.00	-14.29%
Dues & Memberships	\$290.00	\$650.00	\$198.00	1,000.00	53.85%
Travel & Training	\$2,300.00	\$4,400.00	\$4,856.65	6,500.00	47.73%
Miscellaneous	\$0.00	\$500.00	\$0.00	500.00	0.00%
Sub-Total Non-Personnel	\$10,621.00	\$14,650.00	\$10,393.75	\$621,000.00	43.34%
Total Community Development	\$65,665.00	\$119,316.10	\$74,848.48	\$133,781.36	12.12%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Facilities Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Non-Personnel					
Community Center - Supervisor	\$265.00	\$1,300.00	\$1,119.36	\$2,040.00	56.92%
Cleaning	\$7,513.00	\$11,300.00	\$8,580.00	\$19,200.00	69.91%
Supplies	\$152.00	\$1,500.00	\$1,359.88	\$2,500.00	66.67%
Furniture/ Light Equipment	\$2,149.00	\$8,600.00	\$0.00	\$5,600.00	-34.88%
Electricity	\$12,523.00	\$18,000.00	\$13,976.42	\$18,000.00	0.00%
Insurance - Real/Personal Property	\$0.00	\$1,926.00	\$2,309.81	\$1,925.00	-0.05%
Telecommunications	\$585.00	\$750.00	\$0.00	\$5,200.00	593.33%
Telecommunications - Web	\$0.00	\$0.00		\$15,500.00	155000.00%
Security	\$660.00	\$1,500.00	\$0.00	\$8,860.00	490.67%
Facility Maintenance	\$1,318.00	\$11,200.00	\$7,554.05	\$3,500.00	-68.75%
Equipment Rental	\$0.00	\$300.00	\$0.00	\$300.00	0.00%
Facility Rental - City Hall Annex	\$0.00	\$6,000.00	\$0.00	\$22,000.00	266.67%
Facility Rental - Storage				\$2,500.00	25000.00%
Sub-Total Non-Personnel	\$25,165.00	\$62,376.00	\$34,899.52	\$107,125.00	671.74%
Capital Outlay - Structural Improvement	\$48,605.00	\$25,000.00	\$15,500.00	\$34,500.00	38.00%
Total General Facilities	\$73,770.00	\$87,376.00	\$50,399.52	\$141,625.00	62.09%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Police Department Expenditures

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Personnel					
Personnel - Salaries	\$61,200.00	\$63,036.00	\$62,015.24	\$69,339.71	10.00%
Personnel - Wages	\$182,216.00	\$255,042.87	\$242,250.19	\$442,313.89	73.43%
Personnel - Overtime	\$1,314.00	\$5,000.00	\$2,181.65	\$5,000.00	0.00%
Sub-Total Salaries and Wages	\$244,730.00	\$323,078.87	\$306,447.08	\$516,653.61	59.92%
Personnel - Payroll Expense	\$17,698.00	\$25,287.27	\$21,853.71	\$52,086.99	105.98%
Personnel - Health Insurance	\$35,824.00	\$54,985.00	\$51,248.39	\$82,530.00	50.10%
Personnel - Retirement	\$4,329.00	\$6,464.95	\$3,434.50	\$13,728.46	112.35%
Personnel - Worker's Compensation	\$6,387.00	\$7,500.00	\$8,383.58	\$10,000.00	33.33%
Personnel - Unemployment	\$1,344.00	\$1,330.00	\$0.00	\$2,090.00	57.14%
Personnel - Uniforms	\$7,357.00	\$8,500.00	\$5,994.19	\$8,500.00	0.00%
Sub-Total Personnel Benefits	\$72,939.00	\$104,067.22	\$90,914.36	\$168,935.45	62.33%
Personnel- Allocated Overhead	\$0.00	\$0.00	\$0.00	(\$17,455.43)	-17455430.00%
Total Personnel	\$317,669.00	\$427,146.09	\$397,361.44	\$668,133.62	56.42%
Non-Personnel					
Supplies - Office	\$1,639.00	\$2,000.00	\$1,051.03	\$2,000.00	0.00%
Supplies - Police Duty	\$4,422.00	\$7,250.00	\$6,748.46	\$8,500.00	17.24%
Publications/ Reference Material	\$0.00	\$200.00	\$28.73	\$200.00	0.00%
Postage	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Furniture/ Light Equipment	\$3,699.00	\$27,700.00	\$26,165.04	\$12,243.00	-55.80%
Auto - Fuel	\$22,717.00	\$29,452.00	\$21,784.09	\$42,865.00	45.54%
Auto - Maintenance	\$8,681.00	\$10,500.00	\$10,625.28	\$12,500.00	19.05%
Investigations	\$0.00	\$1,760.00	\$912.61	\$5,800.00	229.55%
Public Relations	\$101.00	\$250.00	\$318.31	\$250.00	0.00%
Contingency	\$450.00	\$2,121.15	\$117.60	\$8,500.00	300.73%
Law Enforcement Liability	\$3,286.00	\$4,136.00	\$4,963.08	\$4,200.00	1.55%
Auto Liability	\$2,490.00	\$3,050.00	\$3,655.20	\$3,700.00	21.31%
Errors & Omissions	\$550.00	\$600.00	\$720.00	\$600.00	0.00%
Telecommunication Web	\$0.00	\$1,188.00	\$1,425.60	\$3,688.00	210.44%
Telecommunications	\$6,550.00	\$5,500.00	\$5,629.10	\$8,390.00	52.55%
Professional Services - Info Tech	\$1,598.00	\$5,313.00	\$6,374.86	\$2,500.00	-52.95%
Professional Services - Police Officers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Drug/ Psych Testing	\$545.00	\$1,060.00	\$1,272.00	\$1,800.00	69.81%
Equipment Rental	\$0.00	\$159.00	\$190.80	\$1,800.00	1032.08%
Rental - Evidence Storage	\$1,490.00	\$1,440.00	\$1,728.00	\$0.00	-100.00%
Printing	\$1,123.00	\$600.00	\$457.13	\$1,400.00	133.33%
Dues & Memberships	\$475.00	\$1,500.00	\$354.00	\$1,700.00	13.33%
Travel & Training	\$4,733.00	\$5,500.00	\$5,281.57	\$6,000.00	9.09%
Sub-Total Non-Personnel	\$64,549.00	\$111,279.15	\$99,802.50	\$128,636.00	15.60%
Capital Outlay - Equipment	\$43,134.00	\$220,175.33	\$80,741.33	\$0.00	-100.00%
Capital Outlay - Technology	\$24,478.00	\$71,585.00	\$55,692.85	\$0.00	-100.00%
Sub-Total Capital	\$67,612.00	\$291,760.33	\$136,434.18	\$0.00	-100.00%
Total Police Department	\$449,830.00	\$830,185.57	\$633,598.12	\$796,769.62	-4.03%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Streets Expenditures

Non-Personnel	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	Proposed Budget 2013-2014	Year v Year Percentage Change
Supplies - Street Repair	\$7,138.00	\$5,000.00	\$1,922.02	\$5,000.00	0.00%
Supplies - Signage	\$927.00	\$1,500.00	\$1,126.18	\$2,500.00	66.67%
Street Maintenance	\$14,805.00	\$12,000.00	\$13,617.00	\$30,000.00	150.00%
Prof. Service - Engineering	\$0.00			\$40,000.00	40000.00%
Electricity - Street Lights	\$71,360.00	\$85,000.00	\$71,902.12	\$115,000.00	35.29%
Electricity - Swag Poles	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	\$94,230.00	\$103,500.00	\$88,567.31	\$192,500.00	85.99%
Capital Outlay - Streets	\$0.00	\$0.00	\$0.00	\$ -	0.00%
Total - City Streets	\$94,230.00	\$103,500.00	\$88,567.31	\$192,500.00	85.99%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Public Works Expenditures

	2011-2012 Actuals	FY 2011-2012 AMD II	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage Change
Personnel					
Personnel - Salaries Regular	\$37,340.00	\$38,662.00	\$37,370.27	\$40,767.40	5.45%
Personnel - Wages	\$49,181.00	\$59,531.94	\$36,933.76	\$75,836.80	27.39%
Personnel-Wages/ Overtime	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total Salaries and Wages	\$86,521.00	\$98,193.94	\$74,304.04	\$116,604.20	18.75%
Personnel - Payroll Expense	\$6,177.00	\$7,806.42	\$5,050.29	\$10,188.58	30.52%
Personnel - Health Insurance	\$7,814.00	\$11,781.00	\$8,265.45	\$23,580.00	100.15%
Personnel - Retirement	\$1,511.00	\$1,769.36	\$643.50	\$2,312.82	30.72%
Personnel - Worker's Compensation	\$3,573.00	\$3,200.00	\$3,267.21	\$3,200.00	0.00%
Personnel - Unemployment	\$0.00	\$760.00	\$0.00	\$760.00	0.00%
Personnel - Uniforms	\$1,977.00	\$2,000.00	\$2,000.00	\$2,200.00	10.00%
Sub-Total Personnel Benefits	\$21,052.00	\$27,316.78	\$19,226.45	\$42,241.40	54.64%
Personnel - Allocated Overhead	\$0.00	(\$38,750.92)	-\$25,188.10	-\$29,254.82	-24.51%
Total Personnel	\$107,573.00	\$86,759.80	\$68,342.39	\$129,590.78	49.97%
Non-Personnel					
Supplies	\$3,916.00	\$2,500.00	\$1,346.02	\$3,000.00	20.00%
Publications/ Reference Material	\$0.00	\$0.00	\$0.00	\$1,000.00	100000.00%
Furniture/ Light Equipment	\$3,836.00	\$10,000.00	\$0.00	\$6,700.00	-33.00%
Auto/Tractor - Fuel	\$12,687.00	\$16,500.00	\$6,172.19	\$16,500.00	0.00%
Auto/Tractor - Maintenance	\$3,279.00	\$9,500.00	\$9,942.94	\$7,500.00	-21.05%
Telecommunications	\$0.00	\$780.00	\$794.93	\$5,240.00	571.79%
Equipment Rental	\$825.00	\$4,000.00	\$540.00	\$10,000.00	150.00%
Dues & Memberships	\$170.00	\$500.00	\$364.80	\$500.00	0.00%
Travel & Training	\$324.00	\$3,500.00	\$0.00	\$5,000.00	42.86%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total Non-Personnel	\$25,037.00	\$47,280.00	\$19,160.87	\$55,440.00	17.26%
Capital Outlay - Equipment	\$0.00	\$3,500.00	\$0.00	\$31,500.00	800.00%
Sub-Total Capital	\$0.00	\$3,500.00	\$0.00	\$31,500.00	800.00%
Total Public Works	\$132,610.00	\$137,539.80	\$87,503.26	\$216,530.78	57.43%

City of Fulshear, Texas
FY 2013-2014 Budget
Builder Services Expenditure

	2011-2012 Actuals	FY 2012-2013 AMD II	Projected Final Actual	FY 2012-2013 Proposed Budget	Year v Year Percentage Change
Personnel					
Personnel - Salaries	\$56,100.00	\$57,783.00	\$56,145.35	\$59,516.49	3.00%
Personnel - Wages	\$50,574.00	\$97,764.00	\$64,839.59	\$167,049.20	70.87%
Personnel - Overtime	\$75.00	\$1,000.00	\$58.55	\$1,000.00	0.00%
Sub-Total Salaries and Wages	\$106,749.00	\$156,547.00	\$121,043.48	\$227,565.69	45.37%
Personnel - Payroll Tax Expense	\$7,722.00	\$9,464.24	\$8,762.30	\$16,621.40	75.62%
Personnel - Health Insurance	\$18,239.00	\$29,000.00	\$22,316.06	\$31,440.00	8.41%
Personnel - Retirement	\$1,957.00	\$3,161.49	\$1,305.06	\$5,941.69	87.94%
Personnel - Worker's Compensation	\$499.00	\$619.00	\$781.89	\$950.00	53.47%
Personnel - Unemployment	\$0.00	\$760.00	\$0.00	\$950.00	25.00%
Personnel - Uniforms	\$150.00	\$200.00	\$0.00	\$600.00	200.00%
Sub-Total Personnel Benefits	\$28,567.00	\$43,204.73	\$33,165.31	\$56,503.08	30.78%
Personnel - Allocated Overhead	(\$27,735.00)	(\$59,889.82)	(\$45,000.00)	(\$65,569.90)	9.48%
Total Personnel	\$107,581.00	\$139,861.91	\$109,208.79	\$218,498.87	56.22%
Non-Personnel					
Supplies	\$851.00	\$1,800.00	\$1,985.14	\$2,500.00	38.89%
Publications/ Reference Material	\$370.00	\$816.00	\$978.90	\$300.00	-63.24%
Furniture/ Light Equipment	\$3,160.00	\$9,300.00	\$0.00	\$5,000.00	-46.24%
Auto Expense - Fuel	\$2,020.00	\$4,500.00	\$3,030.18	\$6,500.00	44.44%
Auto Expense - Maintenance	\$860.00	\$2,000.00	\$922.50	\$3,000.00	50.00%
Professional Services - Engineering	\$45,024.00	\$55,000.00	\$36,523.34	\$80,000.00	45.45%
Telecommunications	\$0.00	\$3,000.00	\$1,008.79	\$5,500.00	83.33%
Plan Reviews	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Inspection Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Contractual Inspection Services	\$350.00	\$0.00	\$0.00	\$5,000.00	5000.00%
Professional Services - Substandard Maint.	\$0.00	\$8,000.00	\$0.00	\$8,500.00	6.25%
Professional Services - Info Tech	\$701.00	\$1,250.00	\$0.00	\$1,250.00	0.00%
Printing	\$1,244.00	\$1,500.00	\$1,618.19	\$1,500.00	0.00%
Dues & Memberships	\$611.00	\$1,000.00	\$714.00	\$1,000.00	0.00%
Travel & Training	\$7,205.00	\$3,700.00	\$4,285.51	\$5,000.00	35.14%
Application Software - Maintenance Contract	\$2,426.00	\$2,500.00	\$1,737.10	\$3,515.00	40.60%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$500.00	500.00%
	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total Non-Personnel	\$64,822.00	\$94,366.00	\$52,803.65	\$129,065.00	36.77%
Capital Outlay - Equipment	\$0.00	\$16,500.00	\$15,627.92	\$20,000.00	21.21%
Capital Outlay - Technology	\$0.00	\$36,000.00	\$0.00	\$0.00	0.00%
Sub-Total Capital	\$0.00	\$52,500.00	\$15,627.92	\$20,000.00	61.90%
Total Builder Services	\$172,403.00	\$286,727.91	\$177,640.36	\$367,563.87	28.19%

City of Fulshear, Texas
 FY 2013-2014 Budget
 Debt Service Expenditures

Assessments	2011-2012	FY 2012-2013	Projected	Proposed Budget	Year v Year
	Actuals	AMD II	Final Actual		Percentage Change
Equipment Lease/Purchase- Copi	\$3,395.00	\$4,100.00	\$4,100.00	\$4,100.00	0.00%
Equipment Lease/Purchase - Trac	\$33,999.00	\$11,877.50	\$11,877.50	\$0.00	-100.00%
Equipment Lease/Police Dept	\$8,687.00	\$8,800.00	\$8,687.04	\$8,800.00	0.00%
Equipment Lease - Interest	\$1,789.00		\$0.00	\$0.00	0.00%
Total Debt Service	\$47,870.00	\$24,777.50	\$24,664.54	\$12,900.00	-47.94%

CITY OF FULSHEAR STREET INVENTORY AND CIP

8/15/2013

STREET	LENGTH FEET	MILES	GEOGRAPHIC AREA	REHABILITATION COST		CIP	FY 2013-2014		FY 2014-2015		FY 2015-2016	
				OPT 1	OPT 2		OPT 1	OPT 2	OPT 1	OPT 2		
Country Lane	1740	0.330	Bols D' Arc - West	\$ 27,652.00	\$ 52,662.00		\$ 52,662.49					
Shady Lane	2870	0.544	Bols D' Arc - West	\$ 45,610.00	\$ 86,963.00		\$ 86,962.84					
Redbird Lane	3050	0.578	Bols D' Arc - West	\$ 48,471.00	\$ 93,311.00		\$ 24,235.37					
Bols D' Arc Lane	18775	3.556	Bols D' Arc	\$ 298,373.00	\$ 566,240.00		\$ 175,750.00					
Bols D' Arc Lane (Phase 1 South)	7716	1.461		\$ 122,623.00	\$ 233,531.00							
Bols D' Arc Lane (Phase 2 North)	11059	2.095		\$ 175,750.00	\$ 334,709.00							
Renn Lane	3400	0.644	Bols D' Arc - East	\$ 54,038.00	\$ 102,904.00							
Terry Lane	1810	0.343	Bols D' Arc - East	\$ 28,765.00	\$ 54,781.00							
Oak Lane	1800	0.341	Bols D' Arc - East	\$ 28,606.00	\$ 54,478.00							
Lea Lane	3670	0.686	Bols D' Arc - East	\$ 57,529.00	\$ 109,562.00							
Walker Lane	2785	0.524	Bols D' Arc - East	\$ 43,942.00	\$ 83,685.00							
McKinnon Road	4795	0.398	Bols D' Arc - East	\$ 33,373.00	\$ 63,538.00							
Katy-Fulshear Road	2100	0.398	Downtown - North	\$ 76,202.00	\$ 145,125.00							
Huggins Drive	1950	0.369	Downtown - North	\$ 30,989.00	\$ 59,018.00							
Dixon Road	2648	0.502	Downtown - North	\$ 42,082.00	\$ 80,144.00							
Dixon Road (East)	800	0.152	Downtown - North	\$ 12,714.00	\$ 24,213.00							
Houston Street	1050	0.199	Downtown - North	\$ 16,687.00	\$ 31,776.00							
5th (East)	1115	0.211	Downtown - East	\$ 17,720.00	\$ 33,746.00							
4th (East)	1045	0.198	Downtown - East	\$ 16,607.00	\$ 31,628.00							
3rd (East)	705	0.134	Downtown - East	\$ 11,204.00	\$ 21,337.00							
2nd (East)	720	0.136	Downtown - East	\$ 11,442.00	\$ 21,791.00							
1st (East)	715	0.135	Downtown - East	\$ 11,463.00	\$ 21,840.00							
Syms Street	1785	0.338	Downtown - East	\$ 28,367.00	\$ 54,024.00							
Wilson Street	1770	0.335	Downtown - East	\$ 28,129.00	\$ 53,570.00							
5th (West)	620	0.117	Downtown - West	\$ 9,853.00	\$ 18,765.00							
4th (West)	320	0.061	Downtown - West	\$ 5,085.00	\$ 9,685.00							
3rd (West)	530	0.063	Downtown - West	\$ 5,244.00	\$ 9,988.00							
2nd (West)	675	0.128	Downtown - West	\$ 10,727.00	\$ 20,429.00							
1st (West)	675	0.128	Downtown - West	\$ 10,727.00	\$ 20,429.00							
Front Street	600	0.114	Downtown - West	\$ 9,535.00	\$ 18,159.00							
Harris Street	1850	0.350	Downtown - West	\$ 29,400.00	\$ 55,992.00							
Wallis Street	4760	0.902	Downtown - West	\$ 75,646.00	\$ 144,065.00							
Miscellaneous Patching/ Repair												
TOTAL	89633	16.976		\$ 1,424,450.00	\$ 2,712,811.00		\$ 1,072,777.73	\$ 195,517.06	\$ 60,390.00	\$ 115,070.00	\$ 181,693.20	\$ 346,029.19

Option 1 - Overlay \$ 83,910.00 Per/Mile
 Option 2 - Rework and Overlay \$ 159,803.42 Per/Mile

AREA TOTALS	OPT 1	OPT 2
Bols D' Arc	\$ 298,373.00	\$ 568,240.00
Bols D' Arc East	\$ 246,248.00	\$ 468,968.00
Bols D' Arc West	\$ 121,793.00	\$ 231,836.00
Downtown North	\$ 178,674.00	\$ 340,279.00
Downtown East	\$ 124,832.00	\$ 237,736.00
Downtown West	\$ 156,217.00	\$ 297,512.00



CITY OF FULSHEAR, TEXAS **FY 2013-2014 BUDGET**

COF Business Enterprise Fund Budget

This Budget includes the Enterprise Funds (Water, Sewer, etc.) for the City excluding the area of Cross Creek Ranch provided primarily through Water and Sewer Sales revenues and fees. The Column in the budget entitled 2012-2013 AMD reflects the FY 2012-2013 Budget as amended.

It should be noted that next year's budget projections indicate a deficit for this fund totaling \$574,418.21 of that total \$555,000 is related to anticipated transfers out to the Capital Fund for work on a new Waste Water Treatment Plant. However, even without this transfer, the Fund would still show a deficit status in the amount of \$19,418.21. This fund still does not generate enough operating revenue to cover expenditures through base fees alone. Unfortunately, in years prior this fund has been subsidized through a high volume of tap fees that will not be available on the same scale as Fulbrook on Fulshear Creek "resets" its development.

**City of Fulshear
Enterprise Fund Budget
for FY 2013-2014**

	FY 2011-2012 Actuals	FY 2012-2013 as AMD	Projected Final Actuals	FY 2013-2014 Proposed Budget	Year v Year Percentage
Revenues	\$278,960.00	\$291,117.33	\$372,412.74	\$396,898.64	42.28%
Expenditures	\$351,842.00	\$609,023.94	\$353,846.65	\$971,316.85	176.07%
Rev. Over/Under Exp.	(\$72,882.00)	(\$317,906.61)	\$18,566.09	(\$574,418.21)	

City of Fulshear
Enterprise Fund Budget FY 2013-2014
Revenue Detail

Description	FY 2011-2012 Actuals	FY 2012-2013 As Am'd	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v Year Percentage
Refund Revenue	\$0.00	\$450.00	\$6,394.54	\$450.00	0.00%
Sales - Water	\$90,046.00	\$98,819.00	\$0.00	\$0.00	-100.00%
Sales - Sewer	\$72,107.00	\$62,058.33	\$0.00	\$0.00	-100.00%
Sales - Residential Water	\$0.00	\$0.00	\$67,741.76	\$77,903.03	15.00%
Sales - Commercial Water	\$0.00	\$0.00	\$39,633.55	\$41,615.23	5.00%
Sales - Builder Water	\$0.00	\$0.00	\$13,764.19	\$14,452.40	5.00%
Sales - Irrigation Water	\$0.00	\$0.00	\$3,085.50	\$3,548.33	15.00%
Sales - Residential Sewer	\$0.00	\$0.00	\$52,278.16	\$60,119.88	15.00%
Sales - Commercial Sewer	\$0.00	\$0.00	\$30,451.19	\$31,973.75	5.00%
Sales - Transfers	\$1,324.00	\$1,000.00	\$720.00	\$1,000.00	0.00%
Sales - Taps	\$60,736.00	\$54,000.00	\$78,436.93	\$6,500.00	-87.96%
Sales - Builder Backcharges	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
Sales - Penalties	\$2,689.00	\$6,000.00	\$5,829.01	\$6,000.00	0.00%
Sales - NFBWA Charges	50,499.00	\$65,340.00	\$73,428.34	\$149,886.03	129.39%
Interest - CD's	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Interest - MMA	\$903.00	\$1,000.00	\$675.41	\$1,000.00	0.00%
Interest - MBIA Pub Works	\$536.00	\$450.00	\$340.79	\$450.00	0.00%
Suspense - Bank Corrections	\$120.00	\$0.00	(\$366.62)	\$0.00	0.00%
Miscellaneous Revenue	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
Transfers In from General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Totals	\$278,960.00	\$291,117.33	\$377,412.74	\$396,898.64	47.28%

City of Fulshear
Enterprise Fund Budget FY 2013-2014
Expenditures Detail

Description	FY 2011-2012 Actuals	FY 2012-2013 as AMD	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage
Chemicals	\$0.00	\$0.00	0.00	0.00	0.00%
Miscellaneous Supplies	\$392.00	\$450.00	277.30	450.00	0.00%
Overhead	\$14,666.00	\$36,929.66	36,929.66	41,813.29	13.22%
Transfer Out- Fulshear Restricted	\$0.00	\$300,000.00	0.00	555,000.00	85.00%
Professional Services - Legal	\$1,439.00	\$7,500.00	2,819.40	7,500.00	0.00%
Professional Services - Comp Plan	\$0.00	\$2,000.00	2,400.00	2,500.00	25.00%
Professional Services - Engineering	\$0.00	\$6,000.00	360.00	8,500.00	41.67%
Professional Service - Maintenance	\$0.00	\$0.00	0.00	0.00	0.00%
Facilities - Security WWTP	\$0.00	\$0.00	0.00	12,500.00	125000.00%
Facilities - Security Water Plant	\$0.00	\$0.00	0.00	12,500.00	125000.00%
TML Property Insurance	\$1,743.00	\$1,585.00	1,951.03	1,585.00	0.00%
Electricity - Water Plant	\$10,264.00	\$12,000.00	12,923.96	13,000.00	8.33%
Electricity - Lift Station	\$3,142.00	\$3,500.00	2,091.94	3,500.00	0.00%
Electricity - Sewer Plant	\$8,376.00	\$12,000.00	9,158.29	12,000.00	0.00%
Telecommunications - Alarm Phone	\$1,060.00	\$1,600.00	1,968.72	2,200.00	37.50%
Contract - Sludge Hauling	\$2,549.00	\$6,000.00	1,439.50	6,000.00	0.00%
NFBWA Water Pumpage Fee	\$60,806.00	\$63,000.00	90,413.64	141,609.28	124.78%
Lab Testing	\$0.00	\$0.00	0.00	1,200.00	0.00%
Bank Charges	\$23.00	\$250.00	327.10	250.00	0.00%
Bad Debt Write Off	\$0.00	\$0.00	5,984.81	0.00	0.00%
Contract - Water/ Sewer Base (ST)	\$41,534.00	\$79,610.28	79,610.28	79,610.28	0.00%
Contract - Water/ Sewer Admin. (ST)	\$7,911.00	\$8,100.00	13,664.48	16,500.00	103.70%
Contract - Water/ Sewer Reg. Fees (ST)	\$0.00	\$0.00	0.00	0.00	0.00%
Contract - Water System Maint. (ST)	\$64,054.00	\$10,667.00	3,587.74	10,667.00	0.00%
Contract - Sewer System Maint. (ST)	\$0.00	\$10,666.00	2,468.42	10,666.00	0.00%
Contract - Lift Station Maint. (ST)	\$0.00	\$10,666.00	27.74	10,666.00	0.00%
Contract - Water/ Sewer Tapping (ST)	\$24,546.00	\$33,900.00	82,902.90	5,000.00	-85.25%
TCEQ Permits	\$2,026.00	\$2,500.00	2,539.74	2,500.00	0.00%
TCEQ Fines	\$0.00	\$100.00	0.00	100.00	0.00%
Depreciation Expense	\$107,311.00	\$0.00	0.00	0.00	0.00%
Totals	\$351,842.00	\$609,023.94	353,846.65	\$971,316.35	176.07%



CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

CCR Business Enterprise Fund Budget

This Budget includes the Enterprise Funds (Water, Sewer, etc.) for Cross Creek Ranch region of the City provided primarily through Water and Sewer Sales revenues and fees. The Column in the budget entitled 2012-2013 AMD reflects the FY 2012-2013 Budget as amended.

City of Fulshear
Cross Creek Ranch Enterprise Fund Budget FY 2013-2014
Totals

	FY 2011-2012 Actuals	FY 2012-2013 as AMID	Projected Final Actuals	FY 2013-2014 Proposed Budget	Year v Year Percentage
Revenues	\$1,378,126.26	\$1,158,740.00	\$1,988,775.18	\$2,426,825.47	76.10%
Expenditures	\$1,129,680.00	\$1,185,419.51	\$1,354,373.84	\$2,102,583.37	86.12%
Rev. Over/ Under Exp.	\$248,446.26	(\$26,679.51)	\$634,401.34	\$324,242.10	30.51%

City of Fulshear
 Cross Creek Ranch Enterprise Fund Budget FY 2013-2014
 Revenue Detail

Description	FY 2011-2012 Actuals	FY 2012-2013 As AMD	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage
Refund Revenue	\$0.00	\$1,200.00	\$15,275.40	\$1,200.00	0.00%
Sales - Water	\$337,812.00	\$338,768.55	\$0.00	\$0.00	-100.00%
Sales - Sewer	\$250,586.00	\$201,036.50	\$0.00	\$0.00	-100.00%
Sales - Residential Water	\$0.00	\$0.00	\$349,848.29	\$472,549.00	472549.00%
Sales - Commercial Water	\$0.00	\$0.00	\$93,322.82	\$125,000.00	125000.00%
Sales - Builder Water	\$0.00	\$0.00	\$98,503.08	\$128,343.00	128343.00%
Sales - Irrigation Water	\$0.00	\$0.00	\$11,075.10	\$14,951.39	1495139.00%
Sales - Residential Sewer	\$0.00	\$0.00	\$301,407.06	\$434,832.00	434832.00%
Sales - Commercial Sewer	\$0.00	\$0.00	\$6,817.18	\$7,839.75	783975.00%
Sales - Transfers	\$10,403.00	\$4,500.00	\$3,090.00	\$4,500.00	0.00%
Sales - Taps	\$296,723.00	\$432,000.00	\$702,827.46	\$607,500.00	40.63%
Sales - Meter Box Repairs	\$363.00	\$1,000.00	\$120.00	\$1,000.00	0.00%
Sales - Penalties	\$3,079.00	\$5,000.00	\$34,483.86	\$5,000.00	0.00%
Sales - NFBWA Charges	\$256,610.00	\$394,221.21	\$350,782.25	\$623,710.33	58.21%
Interest - Investments	\$0.00	\$0.00	\$231.61	\$0.00	0.00%
Interest - MMA	\$1,105.00	\$400.00	\$1,147.12	\$400.00	0.00%
Miscellaneous Revenue	\$0.00	\$0.00	\$23,940.70	\$0.00	0.00%
Transfers In from General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Suspense - Bank Corrections	\$2,059.00	\$0.00	-\$4,096.74	\$0.00	0.00%
Totals	\$1,158,740.00	\$1,578,126.26	\$1,988,775.18	\$2,426,825.47	76.10%

City of Fulshear
 Cross Creek Ranch Enterprise Fund Budget FY 2013-2014
 Expenditure Detail

Description	2011-2012 Actual	FY 2012-2013 As AMD	Projected Final Actual	FY 2013-2014 Proposed Budget	Year v. Year Percentage
Chemicals	4,285.00	\$3,000.00	\$193.99	\$3,000.00	0.00%
Miscellaneous Supplies	104.00	\$200.00	\$259.61	\$1,200.00	500.00%
Administrative Fee	58,662.00	\$147,718.62	\$147,718.62	\$182,989.32	23.88%
Professional Services - Legal	15,773.00	\$15,000.00	\$25,902.64	\$15,000.00	0.00%
Professional Services - Comp Plan	0.00	\$8,000.00	\$9,599.36	\$8,000.00	0.00%
Professional Services - Engineering	2,437.00	\$5,000.00	\$0.00	\$15,000.00	200.00%
TML Property Insurance	6,756.00	\$8,500.00	\$8,136.00	\$12,500.00	47.06%
Facilities - Security Water Plant No. 1	0.00	\$0.00	\$0.00	\$35,000.00	35000.00%
Facilities - Security Water Plant No. 2	0.00	\$0.00	\$0.00	\$35,000.00	35000.00%
Facilities - Security WWTP	0.00	\$0.00	\$0.00	\$37,500.00	37500.00%
Facilities - Security Lift Stations	0.00	\$0.00	\$0.00	\$25,000.00	25000.00%
Electricity - Water Plant	44,732.00	\$55,000.00	\$56,322.64	\$95,000.00	72.73%
Electricity - Lift Station	13,232.00	\$17,500.00	\$13,871.98	\$25,000.00	42.86%
Electricity - Sewer Plant	28,323.00	\$32,000.00	\$37,473.06	\$64,000.00	100.00%
Telecommunications - Alarm Phone	2,910.00	\$3,500.00	\$3,062.51	\$7,500.00	114.29%
Contract - Solid Waste Collection	960.00	\$0.00	\$1,182.00	\$0.00	0.00%
Contract - Sludge Hauling	13,902.00	\$14,000.00	\$0.00	\$14,000.00	0.00%
NFBWA Water Pumpage Fee	244,788.00	\$374,673.05	\$433,398.60	\$598,196.21	59.66%
Lab Testing	5,988.00	\$15,000.00	\$0.00	\$15,000.00	0.00%
Bank Charges	313.00	\$50.00	\$670.54	\$50.00	0.00%
Contract - Water/ Sewer Base (ST)	94,073.00	\$194,907.84	\$194,907.84	\$194,907.84	0.00%
Contract - Water/ Sewer Admin. (ST)	24,783.00	\$30,870.00	\$58,339.25	\$75,000.00	142.95%
Contract - Water/ Sewer Reg. Fees (ST)	0.00	\$0.00	\$0.00	\$0.00	0.00%
Contract - Water System Maint. (ST)	179,947.00	\$22,000.00	\$60,514.26	\$22,000.00	0.00%
Contract - Sewer System Maint. (ST)	0.00	\$22,000.00	\$8,032.99	\$22,000.00	0.00%
Contract - Lift Station Maint. (ST)	0.00	\$22,000.00	\$25,840.46	\$22,000.00	0.00%
Contract - Water/ Sewer Tapping (ST)	182,692.00	\$192,000.00	\$256,260.77	\$546,750.00	184.77%
TCEQ Permits	1,250.00	\$2,000.00	\$3,748.44	\$2,000.00	0.00%
TCEQ Fines	0.00	\$500.00	\$0.00	\$500.00	0.00%
Depreciation Expense	203,770.00	\$0.00	\$0.00	\$0.00	0.00%
Capital - Technology		\$0.00	\$0.00	\$28,490.00	28490.00%
Capital - Transfer to Capital Fund		\$0.00	\$0.00	\$0.00	0.00%
Totals	\$1,129,680.00	\$1,185,419.51	\$1,354,373.84	\$2,102,583.37	77.37%



CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

Regional Parks Fund Budget

City of Fulshear
Regional Parks Restricted Fund Budget
FY 2013-2014

Revenues	FY 2012/2013	YTD ACTUAL	PROPOSED FY 2013-2014
Interest - CD	\$ 600.00	\$ 558.00	\$600.00
Interest - MMA	\$ 200.00	\$ 523.00	\$500.00
Regional Park Contributions	\$ 20,000.00	\$ 228,650.00	\$75,000.00
Transfer In - Reserves	\$ -	\$ -	\$239,700.00
Sub-Total Revenue	\$ 20,800.00	\$ 229,731.00	\$315,800.00

Expenditures			Amount
Worker's Compensatin	\$300.00	\$0.00	\$100.00
Supplies	\$500.00	\$266.00	\$500.00
Postage	\$300.00	\$0.00	\$300.00
Equipment - Light/ Repair/ Supplies	\$5,000.00	\$150.00	\$5,000.00
Prof. Services - Legal	\$3,000.00	\$0.00	\$3,000.00
Prof. Services - Comprehensive Planning	\$1,000.00	\$0.00	\$1,000.00
Prof. Services - Consulting	\$500.00	\$0.00	\$5,000.00
Prof. Services - Park Planning	\$10,000.00	\$0.00	\$10,000.00
Insurance - Real & Personal Property	\$1,000.00	\$118.00	\$1,000.00
Insurance - Errors & Omissions	\$100.00	\$0.00	\$100.00
Telecommunications	\$1,500.00	\$0.00	\$1,500.00
Contract Services - Labor	\$1,500.00	\$0.00	\$1,500.00
Prof. Services - Info. Tech	\$6,000.00	\$0.00	\$3,000.00
Prof. Services - Landscaping	\$0.00	\$0.00	\$4,000.00
Equipment - Rental	\$0.00	\$1,456.00	\$3,000.00
Contingency	\$1,800.00	\$0.00	\$1,800.00
Capital - Improvements	\$22,000.00	\$0.00	\$25,000.00
Capital - Land Acquisition	\$100,000.00	\$0.00	\$250,000.00
Capital - Technology	\$0.00	\$0.00	\$0.00
Sub-Total Expenditures	\$154,500.00	\$1,990.00	\$315,800.00
Adjusted Revenue Over/ Under	-\$133,700.00	\$0.00	\$0.00



CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

Capital Improvements Fund Budget

City of Fulshear
 Capital Projects Fund Budget
 FY 2013-2014

Revenue Source	FY 2012/2013	YTD ACTUAL	PROPOSED FY 2013-2014
Payments in from Participating Land Owners	\$ 181,000.00	\$ -	\$281,335.85
Transfer in from COF Enterprise Fund	\$ 300,000.00		\$300,000.00
Transfer in from General Fund	\$ 525,370.25	\$ 499,943.00	\$519,294.79
Interest	\$ -	\$ 712.07	\$500.00
Sub-Total Revenue	\$ 1,006,370.25	\$ 500,655.07	\$1,101,130.64

Proposed Projects			Amount
Street Improvements		\$499,943.00	\$519,294.79
Prof. Services - Engineering & Design - Water/S	\$275,000.00	\$0.00	\$300,000.00
Land Acquisition - WWTP			\$255,000.00
Sub-Total Expenditures	\$275,000.00	\$499,943.00	\$1,074,294.79
Adjusted Revenue Over/ Under	\$731,370.25	\$712.07	\$26,835.85



CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

Municipal Court Restricted Fund Budget

City of Fulshear
Municipal Court Restricted Fund Budget
FY 2013-2014

Revenues	FY 2012/2013	YTD ACTUAL	PROPOSED FY 2013-2014
Court Building Security	\$ -	\$ 2,426.36	\$3,000.00
Court Technology	\$ -	\$ 3,233.44	\$3,000.00
Judicial Efficiency	\$ -	\$ 559.75	\$600.00
Interest - Court Technology	\$ -	\$ 16.33	\$50.00
Interest - Court Building	\$ -	\$ 10.91	\$25.00
Interest - Judicial Efficiency	\$ -	\$ -	\$10.00
Sub-Total Revenue	\$ -	\$ 6,246.79	\$6,685.00

Expenditures			Amount
Technology Supplies	\$0.00	\$0.00	\$0.00
Prof. Service - Bailiff	\$0.00	\$0.00	\$0.00
Capital - Equipment	\$0.00	\$0.00	\$0.00
Capital - Technology	\$0.00	\$0.00	\$0.00
Sub-Total Expenditures	\$0.00	\$0.00	\$0.00

Adjusted Revenue Over/Under	\$0.00	\$0.00	\$6,685.00
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CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

Police Department Restricted Fund
Budget

City of Fulshear
Police Department Restricted Fund Budget
FY 2013-2014

venues	FY 2012/2013	YTD ACTUAL	PROPOSED FY 2013-2014
Child Safety	\$ -	\$ 1,279.24	\$1,200.00
Special Donations	\$ -	\$ 5,000.00	\$1,280.00
Interest - Donation Account	\$ -	\$ -	\$10.00
Interest - Child Safety	\$ -	\$ 6.64	\$10.00
Transfer In - Reserves	\$ -	\$ -	\$5,000.00
	\$ -	\$ -	\$0.00
Sub-Total Revenue	\$ -	\$ 6,285.88	\$7,500.00

Expenditures			Amount
Other Expenses	\$0.00	\$0.00	\$6,000.00
Child Safety Expenses	\$0.00	\$1,075.00	\$1,500.00
Capital - Equipment	\$0.00	\$0.00	\$0.00
Capital - Technology	\$0.00	\$0.00	\$0.00
Sub-Total Expenditures	\$0.00	\$1,075.00	\$7,500.00

Adjusted Revenue Over/Under	\$0.00	\$0.00	\$0.00
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CITY OF FULSHEAR, TEXAS
FY 2013-2014 BUDGET

Fulshear 4A and 4B Development
Corporations Budget

ORDINANCE NO. 2013 - 1111

AN ORDINANCE APPOINTING RANDLE LAW OFFICE LTD., L.L.P. AS CITY ATTORNEY FOR THE CITY OF FULSHEAR, TEXAS, AND PROVIDING FOR COMPENSATION AND PROVIDING THAT SAID APPOINTMENT SHALL CONTINUE FOR ADDITIONAL TIME THEREAFTER UNLESS OTHER APPOINTMENTS SHALL BE MADE BY ORDINANCE DULY ADOPTED BY THE CITY COUNCIL WHICH SHALL BE IN CONFLICT HEREWITH AND PROVIDING FOR THE POWERS, DUTIES AND AUTHORITY OF THE SAID CITY ATTORNEY.

WHEREAS, the firm of Randle Law Office Ltd., L.L.P. is competent in the area of municipal law and can effectively represent the interests of the City of Fulshear, Texas in accordance with usual and customary duties of a City Attorney; and

WHEREAS, the City and Randle Law Office Ltd., L.L.P. endeavor to enter into a contractual relationship and contract for services of the City Attorney as provided in the Local Government Code, to be appointed as an officer of the City and not as an employee of the City; and

WHEREAS, the City Council of the City of Fulshear finds and determines that the appointment of a City Attorney is a matter of public necessity and as such, this Ordinance shall be deemed effective as of October 1, 2013;

NOW, THEREFORE,

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

Section 1. That Randle Law Office Ltd., L.L.P. is appointed City Attorney for the City of Fulshear, Texas, with J. Grady Randle designated as chief responsible counsel, and the appointed City Attorney shall bill the City \$195.00 per hour for attorneys and \$90.00 per hour for paralegals for non-litigation services and \$225.00 per hour for attorneys for litigation, rendered for service on a monthly basis which shall include the

hourly charges plus all expenses reasonably incurred which shall be paid in accordance with established custom and practice and that the City of Fulshear, Texas will not withhold taxes from the payment it makes to Randle Law Office Ltd., L.L.P. These rates will remain the same until October 1, 2018. No other compensation or benefits including health insurance, life insurance, club membership or convention fees are to be paid to Randle Law Office Ltd., L.L.P.

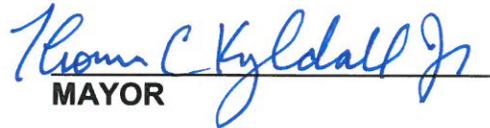
Section 2. That the City Attorney herein appointed shall be deemed the chief legal officer of the City and shall represent the City in all matters pending in any forum without further specific authorization of the City Council of the City and shall in addition perform such other services as shall be required and provided for under the Charter and Code of Ordinances of the City. The City Attorney, or other such attorneys selected by it, shall represent the City in all litigation. The City Attorney herein designated, or other such attorneys selected by it, shall appear in front of all official bodies, boards and commissions of the City as may be required by the matters pending before such bodies. As required, the City Attorney shall render opinions and memorandums of law that shall be maintained by the City Secretary and open for public inspection as is the case of all official records of the City. The City Attorney shall be designated the chief legal officer of the City.

Section 3. This appointment shall continue unless this ordinance of appointment is repealed.

Section 4. That in consideration for the appointment made herein, the City Attorney herein appointed shall perform all services required in a professional manner in accordance with all applicable rules and laws relating to legal services. This Ordinance

shall constitute the entire agreement between the attorney herein appointed and the City of Fulshear and shall constitute the contract between such parties; no further contract or agreement shall be required. It is the intent of the City of Fulshear, Texas and Randle Law Office Ltd., L.L.P. that Randle Law Office Ltd., L.L.P. is an independent contractor and is not an employee of the City.

PASSED and **APPROVED** this, the 24th day of September, 2013.


MAYOR

ATTEST:


City Secretary

ACCEPTED AND APPROVED:

RANDLE LAW OFFICE LTD., L.L.P.

By: J. Grady Randle, P.C.,
Its General Partner

By: _____
J. Grady Randle, President

ORDINANCE NO. 2013- 1112

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, on June 24, 2013, the City accepted Kenneth G. McCann, Gerald Wayne McCann, and John Douglas McCann's ("McCanns") voluntary petition to annex certain property consisting of a 63.438 acre tract of land owned by McCann into the City of Fulshear; and

WHEREAS, the property sought to be annexed meets the applicable requirements of law for annexation of property by voluntary petition of landowners of a sparsely occupied area pursuant to Sec. 43.028 of the Texas Local Government Code; and

WHEREAS, said 63.438 acre tract or parcel of land out of the Kenneth G. McCann call 125.55 Acre tract (FBC 2005014002) in the Churchill Fulshear League, Abstract No. 29 Fort Bend County, Texas; is more particularly described in Exhibit "A" ("Property"), and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this State have been duly followed with respect to the Property described in Exhibit "A";

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

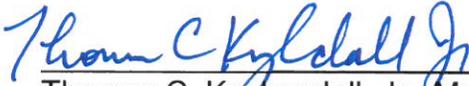
Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the Property described in Exhibit "A" is hereby annexed into the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the City of Fulshear, Texas, are hereby extended to include the above described Property within the territorial limits of the City of Fulshear, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Fulshear, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 3. A service plan for the Property is hereby adopted and attached hereto and incorporated herein for all purposes as Exhibit "B".

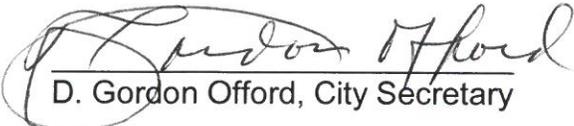
Section 4. The City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Ordinance.

PASSED, APPROVED, and ADOPTED this, the 24th day of September, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 2, 2013
Revised: June 13, 2013

A Field Note Description of a 63.438 Acre Tract of Land out of the Kenneth G. McCann call 125.55 Acre Tract (FBC 2005014002) in the Churchill Fushear League, Abstract No. 29, Fort Bend County, Texas.

For Connection Begin at a capped 5/8 inch iron rod stamped "1535-4035" found in the Southeast right-of-way line of State Farm Market Road No. 1093 (100 feet wide) at the intersection of the West line of James Lane marking the Northeast corner of said call 125.55 Acre Tract; THENCE, South 05deg.04'24" West, 1269.25 feet to a capped 1/2 inch iron rod "Land Tech" marking the Northeast corner of the Fort Bend County call 0.2274 Acre (FBC 2012111533); THENCE, North 78deg.59'31" West, 10.46 feet to a capped 1/2 inch iron rod "Land Tech" marking the Northwest corner of said 0.2274 Acre Tract; THENCE, South 26deg.21'36" West, 164.33 feet to a capped 1/2 inch iron rod "Land Tech" marking an angle point; THENCE, South 08deg.14'10" West, 38.27 feet to a point on the centerline of Fulshear Creek; THENCE, Northwesterly along the centerline of said Fulshear Creek with the following courses and distances:

North 62deg.58' West, 58.52 feet to an angle point;
North 73deg.35'43" West, 136.07 feet to an angle point;
North 50deg.42'24" West, 59.88 feet to an angle point;
North 60deg.48'46" West, 173.25 feet to a point marking the Northwest corner of the John D. McCann original call 10.00 Acre Tract (FBC 2005106285) and the Northerly Northeast corner of and **place of beginning** for this tract;

THENCE, Southerly along the West line of said call John D. McCann 10.00 Acre Tract with the following courses and distances:

South 08deg.24'35" West, at 204.74 feet pass a capped 5/8 inch iron rod found, in all 360.04 feet to a 5/8 inch iron rod found for angle point;
South 17deg.24'13" West, 62.59 feet to a 5/8 inch iron rod found for angle point;
South 05deg.51'05" West, 579.99 feet to a 5/8 inch iron rod found marking the Southwest corner of said John D. McCann 10.00 Acre Tract;

Exhibit
"A"

Page 2.
63.438 Acres
Churchill Fulshear League, Ab. 29,
Fort Bend County, Texas.

THENCE, South 89deg.48'15" East, at 489.83 feet pass a fence line marking the West right-of-way line of James Lane, in all 499.18 feet to capped 5/8 inch iron rod found marking the Southeast corner of said John D. McCann 10.00 Acre Tract and the Easterly Northeast corner of this tract;

THENCE, South 12deg.21'25" West, 160.03 feet along a line in said James Lane to capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

THENCE, South 28deg.34'24" West, 295.0 feet along a line in James Lane to a "PK" nail found in asphalt for angle point;

THENCE, South 32deg.34'24" West, 79.84 feet along a line in James Lane to a point marking the Southeast corner of this tract;

THENCE, North 81deg.19'03" West, at 30.65 feet pass a capped 5/8 inch iron rod stamped "1535-4035" found in the West right-of-way line of James Lane, then along a fence line, at 1436.44 feet pass a capped 5/8 inch iron rod stamped "1535-4035" found, in all 1697.59 feet along the North line of the Brent Anderson, et ux call 5.0195 Acre Tract (FBC 2010052115) and Joshua & Kelly Stanka call 5.0195 Acre Tract (FBC 2011101032) to a point marking the Southwest corner of this tract;

THENCE, Northwesterly and Easterly along the centerline of Fulshear Creek (Big Bayou) (Fort Bend County Drainage District 75.0 foot wide Easement (Volume 332, Page 343; Deed Records of Fort Bend County, Texas) and along the Easterly line of **FULBROOK, SECTION ONE "B"** (Slide No. 2206A of the Plat Records) with the following courses and distances:

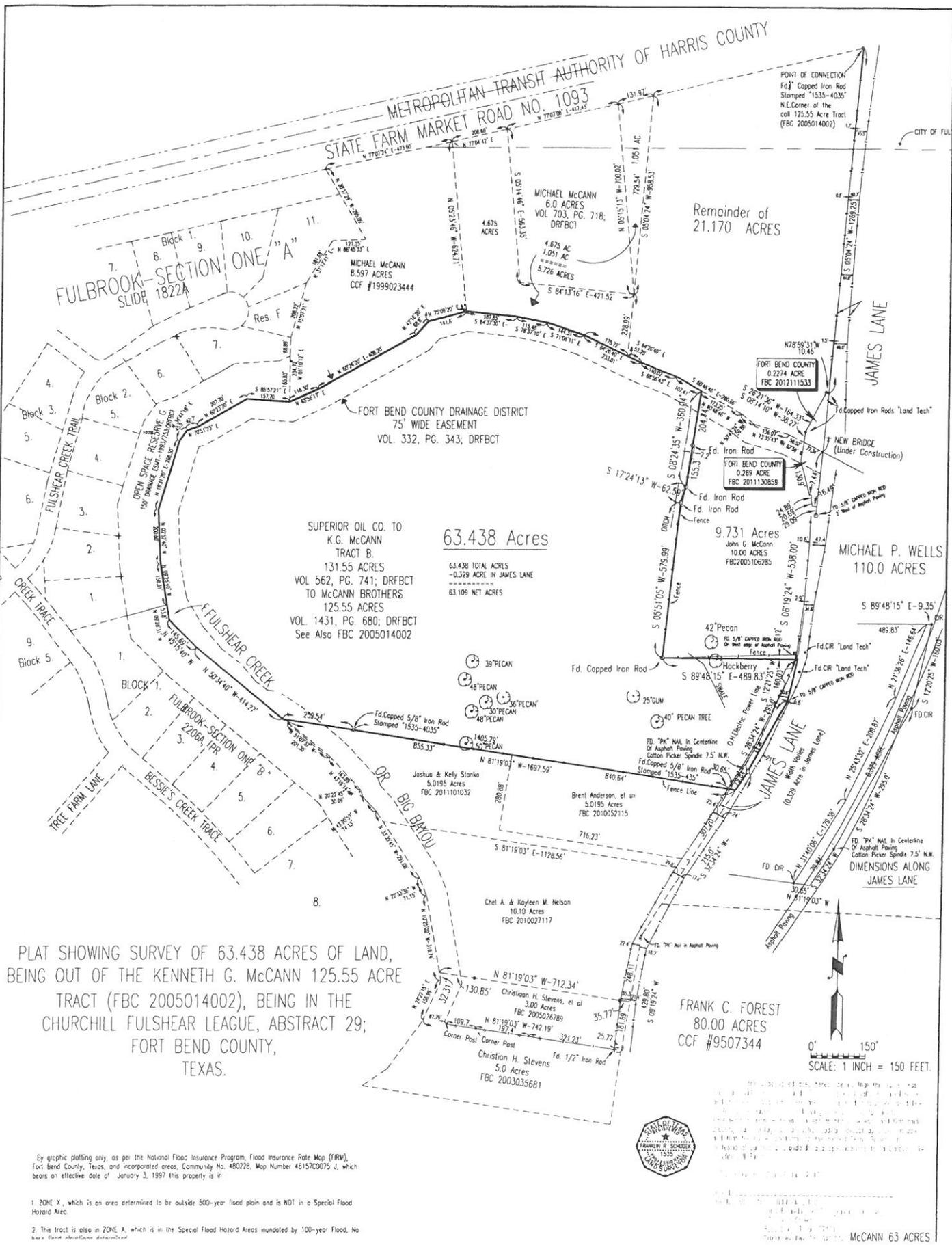
North 50deg.34'40" West, 414.27 feet to an angle point;
North 45deg.15'40" West, 145.69 feet to an angle point;
North 09deg.28'31" West, 53.80 feet to the Northeast corner of said **FULBROOK, SECTION ONE "B."** and the Southeast corner of **FULBROOK, SECTION ONE "A."** (Slide No. 1822A & B, Plat Records);

Page 2.
63.438 Acres
Churchill Fulshear League, Ab. 29,
Fort Bend County, Texas.

THENCE, Continuing along said centerline of Fulshear Creek (Big Bayou) and the Southeasterly line of **FULBROOK, SECTION ONE "A."** with the following courses and distances;

North 09deg.28'40" West, 158.31 feet to an angle point;
North 02deg.52'40" West, 200.60 feet to an angle point;
North 16deg.31'20" East, 268.30 feet to an angle point;
North 34deg.44'18" East, 45.50 feet to an angle point;
North 70deg.51'23" East, 42.70 feet to an angle point;
North 60deg.23'20" East, 207.70 feet to an angle point;
South 85deg.57'21" East, 157.70 feet to an angle point;
North 65deg.56'17" East, 116.30 feet to an angle point;
North 60deg.26'20" East, 408.20 feet to an angle point;
North 42deg.16'20" East, 68.80 feet to an angle point;
North 75deg.09'20" East, 141.60 feet to an angle point;
South 84deg.37'30" East, 187.85 feet to an angle point;
South 78deg.37'20" East, 115.48 feet to an angle point;
South 71deg.06'11" East, 144.31 feet to an angle point;
South 64deg.26'40" East, 233.01 feet to an angle point;
South 68deg.56'43" East, 140.02 feet to an angle point;
South 60deg.48'46" East, 107.41 feet to the place of beginning and containing
63.438 Acres of Land, including 0.329 Acre in James Lane, leaving a net of
63.109 Acres.

Signed: John N. Schuch
Registered Professional Land Surveyor No. 1535



METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY
 STATE FARM MARKET ROAD NO. 1093

FULBROOK SECTION ONE
 SLIDE 1822A

Remainder of 21.170 ACRES

63.438 Acres

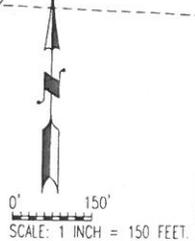
SUPERIOR OIL CO. TO
 K.G. McCANN
 TRACT B.
 131.55 ACRES
 VOL 562, PG. 741; DRFBCT
 TO McCANN BROTHERS
 125.55 ACRES
 VOL 1431, PG. 680; DRFBCT
 See Also FBC 2005014002

9.731 Acres
 John G. McCann
 10.00 ACRES
 FBC 2005106285

MICHAEL P. WELLS
 110.0 ACRES

FRANK C. FOREST
 80.00 ACRES
 CCF #9507344

PLAT SHOWING SURVEY OF 63.438 ACRES OF LAND,
 BEING OUT OF THE KENNETH G. McCANN 125.55 ACRE
 TRACT (FBC 2005014002), BEING IN THE
 CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29;
 FORT BEND COUNTY,
 TEXAS.



By graphic plotting only, as per the National Flood Insurance Program, Flood Insurance Rate Map (FIRM), Fort Bend County, Texas, and incorporated areas, Community No. 480278, Map Number 48157C0075 J, which bears an effective date of January 3, 1997 this property is in

1. ZONE X, which is an area determined to be outside 500-year flood plain and is NOT in a Special Flood Hazard Area.
 2. This tract is also in ZONE A, which is in the Special Flood Hazard Areas inundated by 100-year Flood, No base flood elevation determined.

McCANN 63 ACRES

SERVICE PLAN FOR THE ANNEXATION OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FULSHEAR

I. INTRODUCTION

THIS SERVICE PLAN ("PLAN") IS MADE BY THE CITY OF FULSHEAR, TEXAS, ("CITY") PURSUANT TO THE LOCAL GOVERNMENT CODE. THIS PLAN PERTAINS TO THE FOLLOWING DESCRIBED TERRITORY ("TRACTS"), TO-WIT:

1. **MCCANN PROPERTY:** 63.438 ACRE TRACT OR PARCEL OF LAND OUT OF THE KENNETH G. MCCANN CALL 125.55 ACRE TRACT (FBC 2005014002) IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29 FORT BEND COUNTY, TEXAS; AND

2. **MCCANN PROPERTY:** 16.005 ACRE TRACT OR PARCEL OF LAND OUT OF THE KENNETH G. MCCANN CALL 125.55 ACRE TRACT (FBC 2005014002) IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29 FORT BEND COUNTY, TEXAS.

II. TERM AND EFFECTIVE DATE

This PLAN has been prepared in accordance with V.T.C.A., Local Government Code, Section 43.056. This PLAN is proposed to be upon the annexation of the TRACTS and shall continue until such time that this PLAN is amended at the discretion of the CITY with such discretion being exercised by the City Council in such manner and for such time as the CITY may then direct.

III. SERVICE PLAN

Scope and Quality of Proposed Service. The CITY shall provide services to the TRACTS pursuant to any methods by which it extends or is authorized to extend services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services to the TRACTS than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACTS, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The following municipal facilities and services to the TRACTS described above will be provided or made available by the CITY at the following levels and in accordance with the following schedule:

1. Police Protection. The Police Department of the CITY will provide protection and law enforcement to the TRACTS which will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the Police Department of the CITY to other portions of the CITY, all

pursuant to the CITY'S standard policies and procedures, as may be amended.

2. Fire Protection. Fire protection to the CITY is currently offered through Fort Bend County Emergency Services District #4 ("ESD #4") and ESD #4 is the entity responsible for providing fire protection to the TRACTS in accordance with standard policies and procedures, as may be amended.

3. Emergency Medical Services. Emergency medical services will continue to be provided by County agencies on the same basis and at the same level as provided throughout the CITY.

4. Solid Waste Collection. Business and residential solid waste collection and recycling services will be provided to residents and businesses in the TRACTS, all in accordance with the CITY's standard policies and procedures, as may be amended.

5. Operation and Maintenance of Water and Wastewater System and Facilities Owned and Operated by the CITY.

- a. To the extent water and wastewater system services are already being provided, the operation and maintenance of the CITY water and wastewater system and facilities that are owned and operated by the CITY will continue to be provided on the same basis and at the same level as provided throughout the CITY prior to the annexation.
- b. To the extent water and wastewater system services are not already being provided, the operation and maintenance of the CITY water and wastewater system and facilities that are owned and operated by the CITY will be provided on the same basis and at the same level as provided throughout the CITY, after such water and wastewater services are constructed in the annexed area.
- c. Construction of water mains and wastewater (sewer) lines in the annexed area will be substantially completed within one (1) year of the effective date of the annexation, unless the construction process is interrupted by circumstances beyond the control of the CITY (i.e., weather, strikes, national emergencies, inc.)

6. Operation and Maintenance of Roads, Streets, Street Lighting and Drainage.

- a. Any roads, streets, street lighting and drainage annexed into the CITY will continue to be maintained at the same level that existed prior to the annexation in accordance with the CITY's standard policies and procedures or according to any applicable agreements, as may be amended.

- b. Future Improvements to any roads, streets, street lighting and drainage annexed into the CITY will comply, to the extent required by law, with all design and construction standards adopted by the CITY that are then applicable to the same or similar improvements.

7. Maintenance of Parks, Playgrounds, and Swimming Pools. At this time there are no public parks, playgrounds, or swimming pools within the TRACTS. There are existing public parks, playgrounds, and swimming pools in the municipality, and they are available for the use and enjoyment by the owner(s) or residents of the TRACTS in accordance with the CITY's standard policies and procedures, as may be amended.

8. Building Inspection, Permits and Code Enforcement. Building inspection, permitting, and code enforcement services will be provided to residents occupying and businesses operating from the TRACTS, all in accordance with the CITY's standard policies and procedures, as may be amended.

9. Planning and Zoning. The Zoning Commission's responsibility for regulating development and land use through the administration of the CITY's Zoning Ordinance will extend to the TRACTS on the effective date of the annexation. The TRACTS will also continue to be regulated under the requirements of the CITY's Subdivision Ordinance, as may be amended.

10. Other CITY Services. All other available CITY services not specifically listed above shall be extended and available to residents occupying and businesses operating from the TRACTS in accordance with the CITY's standard policies and procedures, as may be amended.

11. Fees. The CITY may impose a fee for a service to the TRACTS if the same fee was imposed within the corporate boundaries of the CITY before annexation. The CITY may impose a fee to the TRACTS, over and above *ad valorem* taxes and fees imposed within the corporate boundaries of the CITY before annexation, to maintain the level of services that existed to the TRACTS before annexation, if applicable.

12. Capital Improvements. To the extent the implementation of this PLAN requires the construction of capital improvements in the TRACTS, the construction of the necessary capital improvements will be substantially completed within the time frames specified in each applicable subject set out in this PLAN. The applicable time periods may be extended where the construction process is interrupted by circumstances beyond the control of the CITY, or the time period is extended by mutual agreement or by an arbitration decision.

NOTHING IN THIS PLAN SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY SERVING OR EXISTING ON THE TRACTS. NOTHING IN THIS PLAN SHALL BE

INTERPRETED TO ALTER OR OTHERWISE WAIVE THE APPLICATION OF THE CITY'S CODE OF ORDINANCES TO THE TRACTS IN ANY WAY.

IV. AMENDMENT; GOVERNING LAW

This PLAN may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the CITY shall constitute amendments to this PLAN, and the CITY in its sole discretion reserves the right to make such changes. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

V. FORCE MAJEURE

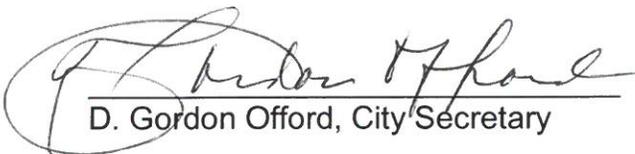
Should a *force majeure* interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this PLAN, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the CITY whether similar to those enumerated or otherwise, which is not within the control of the CITY.

VI. ENTIRE PLAN

This contains the entire and integrated PLAN relating to the TRACTS and supersedes all other negotiations, representations, plans and agreements, whether written or oral.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2013- 1113

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, on June 24, 2013, the City accepted Kenneth G. McCann, Gerald Wayne McCann, and John Douglas McCann's ("McCanns") voluntary petition to annex certain property consisting of a 16.005 acre tract of land owned by McCann into the City of Fulshear; and

WHEREAS, the property sought to be annexed meets the applicable requirements of law for annexation of property by voluntary petition of landowners of a sparsely occupied area pursuant to Sec. 43.028 of the Texas Local Government Code; and

WHEREAS, said 16.005 acre tract or parcel of land out of the Kenneth G. McCann call 125.55 Acre tract (FBC 2005014002) in the Churchill Fulshear League, Abstract No. 29 Fort Bend County, Texas; is more particularly described in Exhibit "A" ("Property"), and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this State have been duly followed with respect to the Property described in Exhibit "A";

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

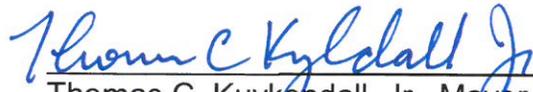
Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the Property described in Exhibit "A" is hereby annexed into the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the City of Fulshear, Texas, are hereby extended to include the above described Property within the territorial limits of the City of Fulshear, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Fulshear, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 3. A service plan for the Property is hereby adopted and attached hereto and incorporated herein for all purposes as Exhibit "B".

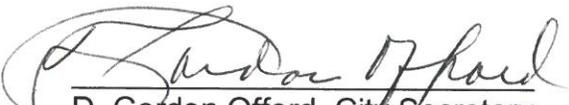
Section 4. The City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Ordinance.

PASSED, APPROVED, and ADOPTED this, the 24th day of September, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 2, 2013

PROPOSED ANNEXATION TO CITY OF FULSHEAR

A Field Note Description of 16.005 Acres of Land out of the Call Tract A.-125.55 Acre Tract (FBC 2005014002), in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

For Connection Begin at a point marking the Southwest corner of the Original Incorporation for the City of Fulshear, Texas call 1007.928 Acre Tract recorded in Volume 715, Page 852; Deed Records, dated May 14, 1977; THENCE, South 89deg.39'55" East, 802.41 feet along the South line of said Original Incorporation Limits Line for the City of Fulshear to a point marking the Northwest corner of and **place of beginning** for this Annexation Tract;

THENCE, South 89deg.39'55" East, 756.42 feet continuing along said South line of said Original Incorporation Limits Line for the City of Fulshear to a point marking the Northeast corner of this tract; said point bears South 05deg.04'24" West, 376.81 feet from a 5/8 inch iron rod found in the Southeast right-of-way line of State Farm Market Road No. 723 (100 feet wide) at the intersection with the West right-of-way line of James Lane (Approximately 59.5 feet wide at this corner);

THENCE, South 05deg.04'24" West, 892.44 feet along the West right-of-way line of said James Lane (width varies) to a capped 1/2 inch iron rod "Land Tech" marking the Northeast corner of the Fort Bend County call 0.2274 Acre (FBC 2012111533);

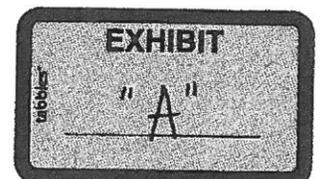
THENCE, North 78deg.59'31" West, 10.46 feet to a capped 1/2 inch iron rod "Land Tech" marking the Northwest corner of said 0.2274 Acre Tract;

THENCE, South 26deg.21'36" West, 164.33 feet to a capped 1/2 inch iron rod "Land Tech" marking an angle point;

THENCE, South 08deg.14'10" West, 38.27 feet to a point on the centerline of Fulshear Creek;

THENCE, Northwesterly along the centerline of said Fulshear Creek with the following courses and distances:

North 62deg.58' West, 58.52 feet to an angle point;
North 73deg.35'43" West, 136.07 feet to an angle point;
North 50deg.42'24" West, 59.88 feet to an angle point



Page 2.
Proposed Annexation
16.005 Acres
Churchill Fulshear League, Ab. 29
Fort Bend County, Texas

North 60deg.48'46" West, 173.25 feet to a point marking the Northwest corner of the John G. McCann original call 10.00 Acre Tract (FBC 2005106285) in all 280.66 feet to an angle point;
North 68deg.56'43" West, 140.02 feet to an angle point;
North 64deg.26'40" West, 57.29 feet to a point marking the Southwest corner of this tract;

THENCE, North 05deg.04'24" East, 764.65 feet to the place of beginning and containing 16.005 Acres of Land.

Signed: 
Registered Professional Land Surveyor No. 1535

SERVICE PLAN FOR THE ANNEXATION OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FULSHEAR

I. INTRODUCTION

THIS SERVICE PLAN ("PLAN") IS MADE BY THE CITY OF FULSHEAR, TEXAS, ("CITY") PURSUANT TO THE LOCAL GOVERNMENT CODE. THIS PLAN PERTAINS TO THE FOLLOWING DESCRIBED TERRITORY ("TRACTS"), TO-WIT:

1. **MCCANN PROPERTY:** 63.438 ACRE TRACT OR PARCEL OF LAND OUT OF THE KENNETH G. MCCANN CALL 125.55 ACRE TRACT (FBC 2005014002) IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29 FORT BEND COUNTY, TEXAS; AND

2. **MCCANN PROPERTY:** 16.005 ACRE TRACT OR PARCEL OF LAND OUT OF THE KENNETH G. MCCANN CALL 125.55 ACRE TRACT (FBC 2005014002) IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29 FORT BEND COUNTY, TEXAS.

II. TERM AND EFFECTIVE DATE

This PLAN has been prepared in accordance with V.T.C.A., Local Government Code, Section 43.056. This PLAN is proposed to be upon the annexation of the TRACTS and shall continue until such time that this PLAN is amended at the discretion of the CITY with such discretion being exercised by the City Council in such manner and for such time as the CITY may then direct.

III. SERVICE PLAN

Scope and Quality of Proposed Service. The CITY shall provide services to the TRACTS pursuant to any methods by which it extends or is authorized to extend services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services to the TRACTS than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACTS, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The following municipal facilities and services to the TRACTS described above will be provided or made available by the CITY at the following levels and in accordance with the following schedule:

1. Police Protection. The Police Department of the CITY will provide protection and law enforcement to the TRACTS which will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the Police Department of the CITY to other portions of the CITY, all

pursuant to the CITY'S standard policies and procedures, as may be amended.

2. Fire Protection. Fire protection to the CITY is currently offered through Fort Bend County Emergency Services District #4 ("ESD #4") and ESD #4 is the entity responsible for providing fire protection to the TRACTS in accordance with standard policies and procedures, as may be amended.

3. Emergency Medical Services. Emergency medical services will continue to be provided by County agencies on the same basis and at the same level as provided throughout the CITY.

4. Solid Waste Collection. Business and residential solid waste collection and recycling services will be provided to residents and businesses in the TRACTS, all in accordance with the CITY's standard policies and procedures, as may be amended.

5. Operation and Maintenance of Water and Wastewater System and Facilities Owned and Operated by the CITY.

- a. To the extent water and wastewater system services are already being provided, the operation and maintenance of the CITY water and wastewater system and facilities that are owned and operated by the CITY will continue to be provided on the same basis and at the same level as provided throughout the CITY prior to the annexation.
- b. To the extent water and wastewater system services are not already being provided, the operation and maintenance of the CITY water and wastewater system and facilities that are owned and operated by the CITY will be provided on the same basis and at the same level as provided throughout the CITY, after such water and wastewater services are constructed in the annexed area.
- c. Construction of water mains and wastewater (sewer) lines in the annexed area will be substantially completed within one (1) year of the effective date of the annexation, unless the construction process is interrupted by circumstances beyond the control of the CITY (i.e., weather, strikes, national emergencies, inc.)

6. Operation and Maintenance of Roads, Streets, Street Lighting and Drainage.

- a. Any roads, streets, street lighting and drainage annexed into the CITY will continue to be maintained at the same level that existed prior to the annexation in accordance with the CITY's standard policies and procedures or according to any applicable agreements, as may be amended.

- b. Future Improvements to any roads, streets, street lighting and drainage annexed into the CITY will comply, to the extent required by law, with all design and construction standards adopted by the CITY that are then applicable to the same or similar improvements.

7. Maintenance of Parks, Playgrounds, and Swimming Pools. At this time there are no public parks, playgrounds, or swimming pools within the TRACTS. There are existing public parks, playgrounds, and swimming pools in the municipality, and they are available for the use and enjoyment by the owner(s) or residents of the TRACTS in accordance with the CITY's standard policies and procedures, as may be amended.

8. Building Inspection, Permits and Code Enforcement. Building inspection, permitting, and code enforcement services will be provided to residents occupying and businesses operating from the TRACTS, all in accordance with the CITY's standard policies and procedures, as may be amended.

9. Planning and Zoning. The Zoning Commission's responsibility for regulating development and land use through the administration of the CITY's Zoning Ordinance will extend to the TRACTS on the effective date of the annexation. The TRACTS will also continue to be regulated under the requirements of the CITY's Subdivision Ordinance, as may be amended.

10. Other CITY Services. All other available CITY services not specifically listed above shall be extended and available to residents occupying and businesses operating from the TRACTS in accordance with the CITY's standard policies and procedures, as may be amended.

11. Fees. The CITY may impose a fee for a service to the TRACTS if the same fee was imposed within the corporate boundaries of the CITY before annexation. The CITY may impose a fee to the TRACTS, over and above *ad valorem* taxes and fees imposed within the corporate boundaries of the CITY before annexation, to maintain the level of services that existed to the TRACTS before annexation, if applicable.

12. Capital Improvements. To the extent the implementation of this PLAN requires the construction of capital improvements in the TRACTS, the construction of the necessary capital improvements will be substantially completed within the time frames specified in each applicable subject set out in this PLAN. The applicable time periods may be extended where the construction process is interrupted by circumstances beyond the control of the CITY, or the time period is extended by mutual agreement or by an arbitration decision.

NOTHING IN THIS PLAN SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY SERVING OR EXISTING ON THE TRACTS. NOTHING IN THIS PLAN SHALL BE

INTERPRETED TO ALTER OR OTHERWISE WAIVE THE APPLICATION OF THE CITY'S CODE OF ORDINANCES TO THE TRACTS IN ANY WAY.

IV. AMENDMENT; GOVERNING LAW

This PLAN may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the CITY shall constitute amendments to this PLAN, and the CITY in its sole discretion reserves the right to make such changes. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

V. FORCE MAJEURE

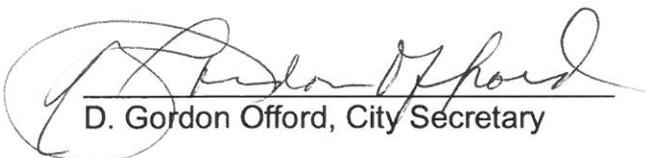
Should a *force majeure* interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this PLAN, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the CITY whether similar to those enumerated or otherwise, which is not within the control of the CITY.

VI. ENTIRE PLAN

This contains the entire and integrated PLAN relating to the TRACTS and supersedes all other negotiations, representations, plans and agreements, whether written or oral.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1114

AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FULSHEAR, TEXAS, FOR THE YEAR 2014 AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the City Council is desirous of continuing the City's ability to provide necessary and auxiliary services; and

WHEREAS, the appraisal roll of the City of Fulshear, Texas has been prepared and certified by the Central Appraisal District and submitted to the City's tax assessor/collector; and

WHEREAS, the tax assessor/collector has submitted the appraisal roll for the City showing \$379,850,644 in total appraised, assessed and taxable value of all property and the total taxable value of new property to the City; and

WHEREAS, following notices and hearings in accordance with applicable legal requirements and based upon said appraisal roll, the City Council has determined a tax rate to be levied for Fiscal Year 2013-2014 sufficient to provide the tax revenues required by the City; and

WHEREAS, this tax rate will raise more tax revenue for maintenance and operations than the previous year;

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. All property subject to ad valorem taxation by the City of Fulshear, Texas, shall be equally and uniformly assessed for such purposes at One Hundred Percent (100 %) of the fair market value of such property.

Section 3. There is hereby levied for general purposes and use by the City of Fulshear, Texas, for the year 2014, and for each year thereafter until otherwise provided, an ad valorem tax at the rate of Nineteen and .7125 Cents (\$.197125) on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits upon which an ad valorem tax is authorized by law to be levied by the City of Fulshear, Texas. The proceeds from such tax shall be applied to the payment of the general and current expenses of the government of the City. All such taxes shall be assessed and collected in current money of the United States of America. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.** Because the rate set exceeds the Effective Rate **THE TAX RATE WILL**

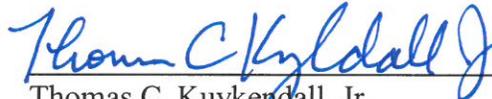
EFFECTIVELY BE RAISED BY 1.8 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$14.64.

Section 4. All ad valorem taxes levied hereby, as reflected by Section 3 hereof, shall be due and payable on or before January 31, 2014. All ad valorem taxes due the City of Fulshear, Texas, and not paid on or before January 31 following the year for which they were levied shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

Section 5. All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

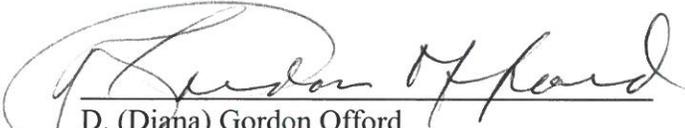
Section 6. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 24th day of September, 2013.



Thomas C. Kuykendall, Jr.
Mayor

ATTEST:



D. (Diana) Gordon Offord
City Secretary

ORDINANCE NO. 2013-1115

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING THE MAJOR THOROUGHFARE PLAN MAP; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Fulshear, Texas recognizes that the need for ensuring mobility for residents of the City today and well into the future; and

WHEREAS, the City has conducted multiple public meetings, workshops and sought comment from interested parties in and around the community; and

WHEREAS, as authorized under law, and in the best interests of the citizens of Fulshear, Texas, the City Council deems it expedient and necessary to adopt a plan to ensure Right of Way preservation and planning for the City's current and future mobility needs;

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt the City's Major Thoroughfare Plan so that the City Council may promote the principles of guided growth while preserving the health, safety and welfare of the community through assuring mobility.

SECTION 2.0

ADOPTED: That the revised City of Fulshear, Texas, Major Thoroughfare Plan attached hereto as Exhibit A and made part hereof for all purposes is the official policy of the City.

SECTION 3.0

LIABILITY: Neither the City nor any authorized agent acting under the terms of this Ordinance shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this Ordinance.

SECTION 4.0

REPEALER: All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 5.0

SEVERABILITY: Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 6.0

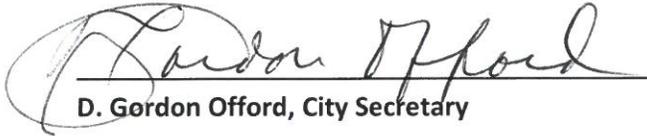
EFFECTIVE DATE: This Ordinance shall take effect immediately from and after its passage.

SECTION 7.0

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


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1116

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS DISANNEXING THE "TAMARRON TRACT," A 30.53 ACRE TRACT, A SPARSELY POPULATED AREA, LOCATED WITHIN FORT BEND COUNTY, MAKING FINDINGS OF FACT; DISANNEXING CERTAIN PROPERTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas (the "City") is a general law city authorized to disannex property subject to the procedures in Texas Local Government Code Chapter 43; and

WHEREAS, the City desires that certain property be disannexed from the territorial limits of the City; and

WHEREAS, the property to be disannexed can be fully described as shown on the legal description attached as Exhibit "A", and

WHEREAS, the property to be disannexed consists of at least ten (10) acres contiguous to the City; and

WHEREAS, the property is sparsely populated, containing fewer than one occupied residence or business structure for every two (2) acres and fewer than three (3) occupied residences or business structures on any one (1) acre; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this State have been duly followed with respect to the Property described in Exhibit "A";

WHEREAS, the disannexation of the property is in the interest of both the City and citizens of the City of Fulshear, Texas;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the subject property described below is hereby disannexed from the territorial limits of the City of Fulshear:

- a. The legal description of the subject property is attached hereto as Exhibit "A".
- b. A map of the subject property is attached hereto as Exhibit "B".

Section 3. The City has chosen to disannex the subject property; however, the City hereby reserves all authority granted to it to re-annex the subject property in accordance with the terms set forth in the development agreement between the City of Fulshear and D.R. Horton – Texas, LTD, approved by the City of Fulshear, Texas on August 27, 2013.

Section 4. The official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property from the city limits of Fulshear, Texas.

Section 5. The City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Ordinance.

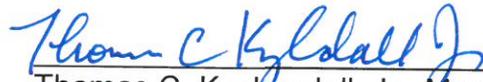
Section 6. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City

Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. All other ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 8. The Ordinance shall be effective upon passage.

PASSED, APPROVED, and ADOPTED this, the 22nd day of October, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1117

AN ORDINANCE CALLING A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS TO BE HELD AT CITY HALL, 30603 FM 1093, FULSHEAR, TEXAS TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE PROPOSED AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF THE CITY OF FULSHEAR, TEXAS, TO REZONE A 20.943 ACRE TRACT OF LAND FROM RESIDENTIAL ACREAGE TO COMMERCIAL AND DIRECTING THAT SAID NOTICE BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF FULSHEAR AND POSTING ON THE CITY'S WEB SITE.

* * * * *

WHEREAS, the City of Fulshear ("City") has received an application to rezone a 20.943 acre tract of land owned by Kenneth G. McCann, Gerald W. McCann, and John Douglas McCann ("McCanns") to Commercial; and

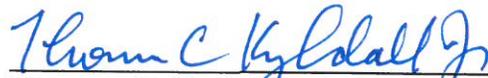
WHEREAS, the Texas Local Government requires a public hearing on the proposed rezoning to hear any and all person desiring to be heard ;

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

1. That the City Council of the City of Fulshear, Texas does hereby call a public hearing to be held on the 19th day of Nov, 2013 at 7:00 o'clock p.m. at Fulshear City Hall, 30603 FM 1093, Texas, at which time all persons desiring to be heard will be heard on or in connection the proposed rezoning of a 20.943 acre tract of land owned by McCanns in the City of Fulshear, Texas.

2. The City Council directs the City Secretary to publish and post the notices of hearing pursuant to the requirements of the Open Meetings Act and Chapter 43 of the Local Government Code.

PASSED, APPROVED, and ADOPTED this, the 22nd day of October, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE 2013-1118

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, PROVIDING RULES AND REGULATIONS FOR ANIMALS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, (“City”) desires to ensure the health, safety, and welfare of the public by adopting rules and regulations regarding animals; and

WHEREAS, the City is authorized by state law to appoint and Animal Control Authority and now desires to appoint such position to better serve the needs of the public;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the City adopts the following rules and regulations regarding animals:

“Section 1.0. Definitions.

The following words, terms, and phrases when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any living creature of whatever genus or species, excluding human beings.

Animal Control Authority means the city animal control officer with authority over the area where the animal is kept.

Animal Control Officer means the person appointed as the city Animal Control Officer or his authorized designee or the Police Chief employed by the city if no other appointment is made by the city.

Dog means the domestic mammal *canis familiaris* commonly found in the environs of the city.

Collar means any collar constructed of nylon, leather, or similar material, specifically designed to be used for a dog.

Dangerous dog means a dog that:

- a. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- b. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.
- c. Secure enclosure means a fenced area or structure that is:
 - i. Locked;
 - ii. Capable of preventing the entry of the general public, including children;
 - iii. Capable of preventing the escape or release of a dog;
 - iv. Clearly marked as containing a dangerous dog; and
 - v. In conformance with the requirements for enclosures established by the animal control authority.

Properly fitted means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.

Run-at-large means an animal, except for a vaccinated cat, that is not confined within the owner's lot, tract, premises, or parcel of land or if confined on the owner's lot, tract, premises, or parcel of land, is not under the control of the owner, keeper, or agent by means of a leash, chain, rope, or cord not more than ten (10) feet in length if a dog, or by means of a restraining device typically used for that animal if other than a dog.

Restraint means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Section 2.0. Who constitutes owner.

(a) The owner of an animal shall be any person who has the right of control, the right to sell or otherwise deal with the animal, or if such person is a minor, then the legal guardian of the minor. If any animal makes its home upon any lot, tract, premises, parcel of land or improvements within the city, or is provided food or shelter, and no person claims to be the owner of the animal, such animal shall be presumed to be the property of any adult resident, inhabitant, person providing the animal with food or shelter, or person in possession of the lot, tract, premises, parcel of land or the improvements on such property where such animal is located.

(b) The owner of an animal shall comply with this Ordinance and may be prosecuted for any actions, inactions, or conduct of any animal owned.

Section 3.0. Authority of the Animal Control Officer.

The city may designate, appoint, or contract with a qualified person to be the Animal Control Officer. The Animal Control Officer is designated the Local Health Rabies Control Authority to perform duties as specified in V.T.C.A., Health and Safety Code Ch. 826.

Section 4.0 Running at large prohibited.

No animal, except a cat vaccinated as required by state law, shall run-at-large.

Section 5.0. Seizure and disposition of animal-at-large.

An animal-at-large may be seized by the city. Upon seizure, the city shall ensure humane housing of the animal until disposition of the animal is determined, unless such animal presents a clear and present danger to the public in which case the animal may be destroyed by the city.

Section 6.0. Dangerous Dog.

- (a) Requirements of an owner of a dangerous dog.
 - (1) Not later than the thirtieth (30th) day after a person learns that the person is the owner of a dangerous dog, the person shall:
 - (i) Register the dangerous dog with the city's animal control authority;
 - (ii) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure;

(iii) Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority; and

(iv) Comply with an applicable city regulations on dangerous dogs.

(b) The owner of a dangerous dog who does not comply with subsection (a) of this section shall deliver the dog to the animal control authority not later than the thirtieth (30th) day after the owner learns that the dog is a dangerous dog.

(c) If, on application of any person, a justice court, county court, or the municipal court finds, after notice and hearing per subsection (j) of this section, that the owner of a dangerous dog has failed to comply with subsections (a) or (b) of this subsection, the court shall order the animal control authority to seize the dog and shall issue a warrant authorizing the seizure. The authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions.

(d) The owner shall pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dog. Such fee shall be set by city council in a schedule of fees.

(e) The court shall order the animal control authority to humanely destroy the dog if the owner has not complied with subsection (a) of this section before the eleventh (11th) day after the date on which the dog is seized or delivered to the authority. The court shall order the authority to return the dog to the owner if the owner complies with subsection (a) of this section before the eleventh (11th) day after the date on which the dog is seized or delivered to the authority.

(f) The court may order the humane destruction of a dog if the owner of the dog has not been located before the fifteenth (15th) day after the seizure and impoundment of the dog.

(g) For purposes of this section, a person learns that the person is the owner of a dangerous dog when:

- (1) the dog makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent

the dog from leaving the enclosure on its own or the dog commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person;

- (2) the owner receives notice that a justice court, county court, or municipal court has found that the dog is a dangerous dog per subsection (j) of this section; or
 - (3) the owner is informed by the animal control authority that the dog is a dangerous dog per subsection (h)(1) of this subsection.
- (h) Determination that dog is dangerous.

(1) If a person reports an incident described by subsection (g)(1) of this section, the animal control authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the animal control authority determines the dog is a dangerous dog, it shall notify the owner of that fact.

(2) An owner, not later than the fifteenth (15th) day after the date the owner is notified that a dog owned by the owner is a dangerous dog, may appeal the determination of the animal control authority to a justice, county, or municipal court of competent jurisdiction. An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.

(i) Reporting of Incident.

- (1) A person may report an incident described by subsection (g)(1) of this section to the municipal court, justice court, or county court. The owner of the dog shall deliver the dog to the animal control authority not later than the fifth (5th) day after the date on which the owner receives notice that the report has been filed. The authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.
- (2) If the owner fails to deliver the dog as required by subsection (i)(1) of this section, the court shall order the animal control authority to seize the dog and shall issue a warrant authorizing the seizure. The authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

- (3) The court shall determine, after notice and hearing per subsection (j) of this section, whether the dog is a dangerous dog.
 - (4) The court, after determining that the dog is a dangerous dog, may order the animal control authority to continue to impound the dangerous dog in secure and humane conditions until the court orders disposition of the dog and the dog is returned to the owner or ordered destroyed.
 - (5) The owner shall pay a cost or fee assessed as set forth by the city council in a schedule of fees.
- (j) Hearing.
- (1) The court, on receiving a report of an incident under subsection (i) of this section or on application under subsection (c) of this section, shall set a time for a hearing to determine whether the dog is a dangerous dog or whether the owner of the dog has complied with specified requirements. The hearing must be held not later than the tenth (10th) day after the date on which the dog is seized or delivered.
 - (2) The court shall give written notice of the time and place of the hearing to:
 - (i) the owner of the dog or the person from whom the dog was seized; and
 - (ii) the person who made the complaint.
 - (3) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.
 - (4) An owner or person filing the action may appeal the decision of the municipal court, justice court, or county court in the manner provided for the appeal of cases from the municipal, justice, or county court.
- (k) Registration.
- (1) The animal control authority shall annually register a dangerous dog if:
 - (i) the owner presents proof of liability insurance or financial responsibility, as required by subsection (a)(1)(iii) of this section;

- (ii) presents current rabies vaccination of the dangerous dog; maintains a secure enclosure in which the dangerous dog will be kept; and
 - (iii) pays an annual registration fee of \$50.00 to the city.
- (2) The animal control authority shall provide to the owner registering a dangerous dog a registration tag. The owner must place the tag on the dog's collar. This tag shall be worn by the dog at all times.
- (3) If an owner of a registered dangerous dog sells or moves the dog to a new address, the owner, not later than the 14th day after the date of the sale or move, shall notify the animal control authority for the area in which the new address is located. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee of \$25.00 to the city, the animal control authority shall issue a new registration tag to be placed on the dangerous dog's collar.
- (4) An owner of a registered dangerous dog shall notify the office in which the dangerous dog was registered of any attacks the dangerous dog makes on people.
- (l) Violations.
- (1) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with applicable city regulations relating to dangerous dogs.

Section 7.0. Seizure of a dog causing death or serious bodily injury to a person or another animal.

(a) A justice court, county court, or municipal court shall order the animal control authority to seize a dog and shall issue a warrant authorizing the seizure:

- (1) on the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the dog has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
- (2) on a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The animal control authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

Section 8.0. Hearing on dog causing death or serious bodily injury to a person or another animal.

(a) The court shall set a time for a hearing to determine whether the dog caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth (10th) day after the date on which the warrant is issued.

(b) The court shall give written notice of the time and place of the hearing to:

- (1) the owner of the dog or the person from whom the dog was seized; and
- (2) the person who made the complaint.

(c) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(d) The court shall order the dog destroyed if the court finds that the dog caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the dog released to:

- (1) its owner;
- (2) the person from whom the dog was seized; or
- (3) any other person authorized to take possession of the dog.

(e) the court may order the dog destroyed if the court finds that the dog caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the dog released to:

- (1) its owner;
- (2) the person from whom the dog was seized; or
- (3) any other person authorized to take possession of the dog.

(f) The court may not order the dog destroyed if the court finds that the dog caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

- (1) The dog was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and:
 - (i) the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and
 - (ii) the injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred.
- (2) The dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred.
- (3) The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes.
- (4) The dog was defending a person from an assault or person's property from damage or theft by the injured person.
- (5) The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

Section 9.0. Dogs or coyotes that attack animals.

(a) A dog or coyote that is attacking, is about to attack, or has recently attacked livestock, domestic animals, or fowls may be killed by:

- (1) any person witnessing the attack; or
- (2) the attacked animal's owner or a person acting on behalf of the owner if the owner or person has knowledge of the attack.

(b) A person who kills a dog or coyote as provided by this section is not liable for damages to the owner, keeper, or person in control of the dog or coyote.

(c) A person who discovers on the person's property a dog or coyote known or suspected of having killed livestock, domestic animals poultry or fowl, may detain or impound the dog or coyote and return it to its owner or deliver the dog or coyote to the animal control authority. The owner of the dog or coyote is liable for all costs incurred in the capture and care of the dog or coyote and all damage done by the dog or coyote.

(d) The owner, keeper, or person in control of a dog or coyote that is known to have attacked livestock, domestic animals, or fowl shall control the dog or coyote by keeping and housing the animal in a secured enclosure and registering the animal with the city.

(e) A person is not required to acquire a hunting license to kill a dog or coyote under this section.

Section 10. Unlawful restraint of dog.

(a) An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:

- (1) between the hours of 10 p.m. and 6 a.m.;
- (2) within 500 feet of the premises of a school; or
- (3) in the case of extreme weather conditions, including conditions in which:
 - (i) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - (ii) a heat advisory has been issued by a local or state authority or the city; or
 - (iii) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.

(b) In this section, a restraint unreasonably limits a dog's movement if the restraint:

- (1) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
- (2) is a length shorter than the greater of:

- (i) five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (ii) ten (10) feet;
- (3) is in an unsafe condition;
- (4) causes injury to the dog; or
- (5) is placed directly around the dog's neck but design and placement does not allow the dog a reasonable and unobstructed range of motion without entanglement, and does not provide access to adequate shelter and clean wholesome water.
- (c) Exceptions:
 - (1) A dog restrained in compliance with the requirements of a camping or recreational area as defined by federal, state or local authority or jurisdiction;
 - (2) A dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;
 - (2) A dog restrained for a reasonable period, not to exceed three (3) hours in a twenty-four (24) hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
 - (3) A dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
 - (4) A dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
 - (5) A dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.
- (d) Enforcement:

(1) A peace officer or animal control officer who has probable cause to believe that an owner is violating this section shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner.

(2) A person commits an offense if the person is provided a statement described by subsection (d)(1) of this section and fails to comply within twenty-four (24) hours of the time the owner is provided the statement.

(3) If a person fails to comply with this section with respect to more than one dog, the person's conduct with respect to each dog constitutes a separate offense.

(4) If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.

(5) This section does not prohibit a person from walking a dog with a hand-held leash."

Section 3. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance regarding public health shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 4. *Severability.*

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

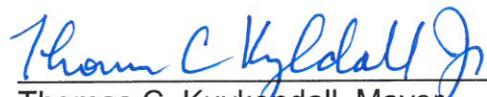
omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Effective Date.*

This Ordinance shall become effective when published as required by law.

PASSED, APPROVED, and ADOPTED this 22nd day of October, 2013.

CITY OF FULSHEAR, TEXAS



Thomas C. Kuykendall, Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1119

AN ORDINANCE CALLING A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS TO BE HELD AT CITY HALL, 30603 FM 1093, FULSHEAR, TEXAS TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE PROPOSED AMENDMENTS TO THE ZONING ORDINANCE OF THE CITY OF THE CITY OF FULSHEAR, TEXAS, TO PROVIDE FOR AN ADDITION OF A DEFINITION FOR "TATTOO PARLORS"; CHANGE IN DENSITY REQUIREMENTS FOR MULTIFAMILY HOUSING; ADDING PROVISIONS TO PROVIDE FOR MINIMUM LOT SIZES FOR COMMERCIAL PROPERTY; A CHANGE IN THE PARKING REQUIREMENTS FOR MULTIFAMILY HOUSING; CHANGES TO THE USES PERMITTED BY RIGHT AND SPECIAL USE PERMITS IN THE COMMERCIAL DISTRICT; AND REGULATIONS FOR ALTERNATIVE FINANCIAL SERVICES BUSINESSES AND DIRECTING THAT SAID NOTICE OF HEARING BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF FULSHEAR AND POSTING ON THE CITY'S WEB SITE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, ("City") is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing land use, structures, businesses and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, businesses, and related activities promotes the health, safety, morals and general welfare of the City; and

WHEREAS, the City Council further finds that changes to the zoning ordinance are in the best interests of the City; and

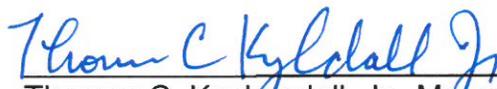
WHEREAS, the Texas Local Government Code requires a public hearing on the proposed zoning text amendment to hear any and all person desiring to be heard ;

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

1. That the City Council of the City of Fulshear, Texas does hereby call a public hearing to be held on the 19th day of Nov., 2013 at ~~six~~^{seven} o'clock p.m. at the City of Fulshear City Hall, 30603 F.M. 1093, Fulshear, Texas, at which time all persons desiring to be heard will be heard on or in connection the proposed zoning amendments.

2. The City Council directs the City Secretary to publish and post the notices of hearing pursuant to the requirements of the Open Meetings Act and Chapter 43 of the Local Government Code.

PASSED, APPROVED, and ADOPTED this, the 22nd day of October, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary



Ordinance No. 2013-1120

TMRS-Match USC T

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS "IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF FULSHEAR; PROVIDING FOR INCREASED MUNICIPAL CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE AT RETIREMENT; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

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

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in said System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with said System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

BE IT FURTHER ORDAINED:

Increased Municipal Contributions: That effective January 1, 2014 for each month of current service thereafter rendered by each of its employees who are members of the Texas Municipal Retirement System, the City will contribute to the current service annuity reserve of each such member at the time of his or her retirement, a sum that is **200%** of such member's accumulated deposits for such month of employment; and said sum shall be contributed from the City's account in the benefit accumulation fund.

Effective Date: Subject to approval by the Board of Trustees of the Texas Municipal Retirement System, the updated service credits granted hereby shall be and become effective on the **1st day of January, 2014.**

Passed and approved this the 19th day of November, 2013.

ATTEST:

APPROVED:



City Secretary of Clerk



Mayor



October 8, 2013

Via E-Mail

Ms. Kristina Brashear
Director of Finance
City of Fulshear
P.O. Box 279
Fulshear, TX 77441-0279

Dear Kristina:

We are pleased to enclose model ordinances for your city to adopt either on a repeating or non-repeating basis::

***2 to 1 City Matching Ratio
&
100% Updated Service Credits, including Transfers
Ad Hoc (one time only basis)***

With the adoption of these provisions, the City's contribution rate beginning January 1, 2014 will be **3.90%**.

We will appreciate receiving a copy of the appropriate ordinance as soon as possible after its adoption.

Please feel free to contact me at 1-800-924-8677 if you need assistance or additional information.

Sincerely,

A handwritten signature in black ink that reads 'Eric W. Davis'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Eric W. Davis
Deputy Executive Director



Plan Change Study

00491 Fulshear

Proposed Plans

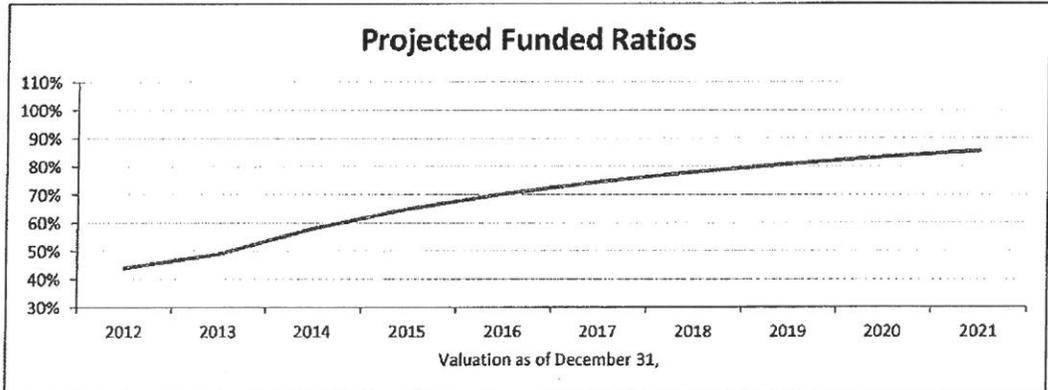
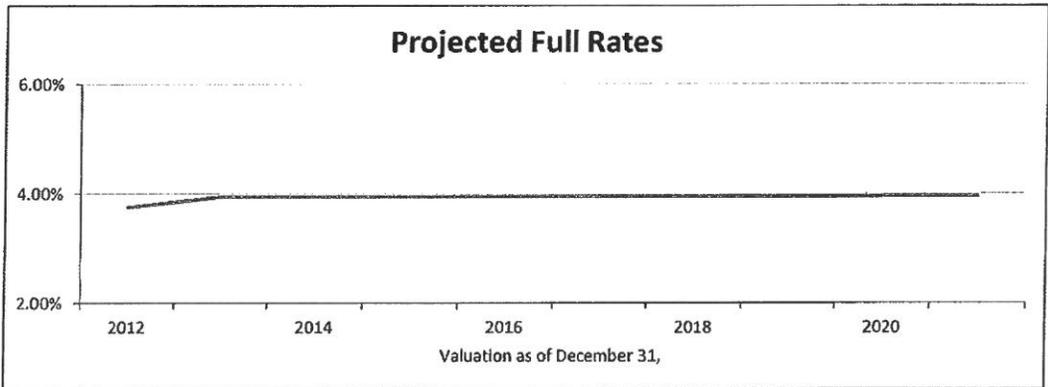
	Current	1	2
Plan Provisions			
Deposit Rate	5.00%	5.00%	5.00%
Matching Ratio	1 to 1	2 to 1	2 to 1 ✓
Updated Service Credit	0%	0%	100% ✓
Transfer USC **	No	No	Yes ✓
Annuity Increase	0%	0%	0%
20 Year/Any Age Ret. Vesting	Yes	Yes	Yes
	5 years	5 years	5 years
Contribution Rates			
Normal Cost Rate	2014 0.38%	2014 1.95%	2014 2.35%
Prior Service Rate	0.67%	1.14%	1.41%
Retirement Rate	1.05%	3.09%	3.76%
Supplemental Death Rate	0.14% (A & R)	0.14% (A & R)	0.14% (A & R)
Total Rate	1.19%	3.23%	3.90%
Unfunded Actuarial Liability	\$71,957	\$122,172	\$140,862
Amortization Period	25 years	22 years	22 years
Funded Ratio	60.7%	47.6%	44.1%
Phase-In Total Rate	N/A	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 4 eligible transfer employees on the valuation date.

Projection of Valuation Results - Pension Only 491, Fulshear

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	5.00%	USC	100% Ad Hoc with Transfer
Employer Match Rate	2 - 1	COLA	No COLA
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

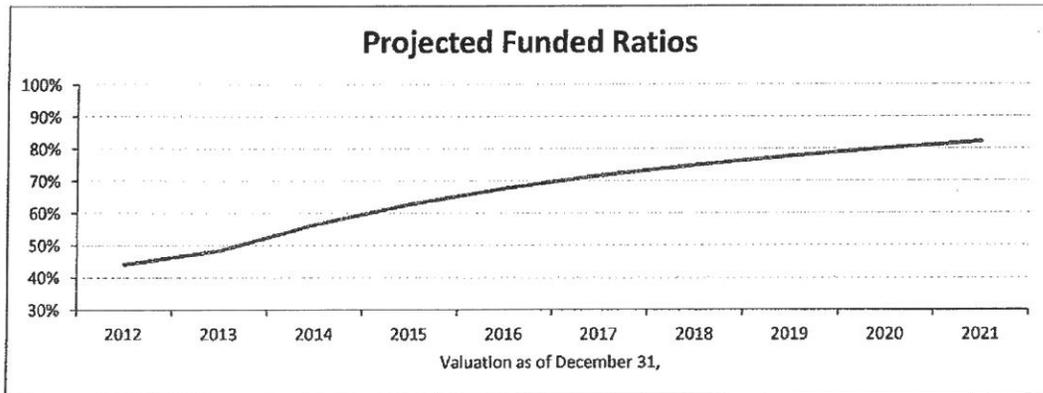
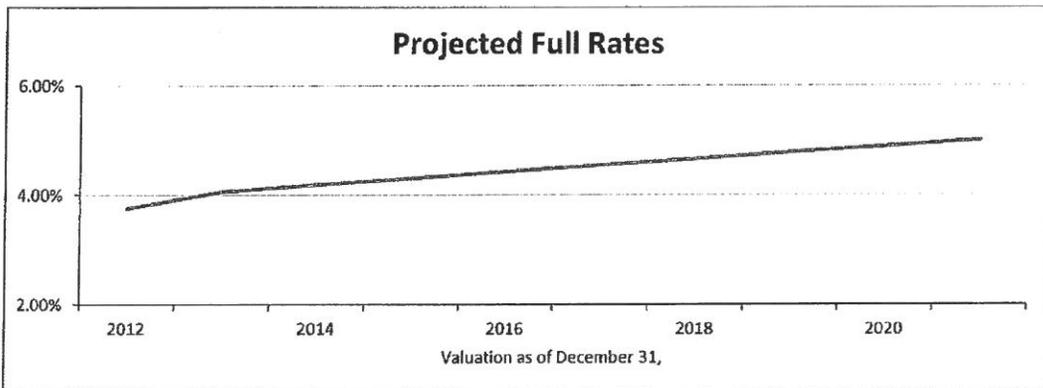
Calendar Year	Projection Results							
	2013	2014	2015	2016	2017	2018	2019	2020
Full Rate	0.94%	3.76%	3.95%	3.95%	3.95%	3.95%	3.95%	3.95%
Estimated Contribution	6,887	28,375	30,703	31,624	32,573	33,550	34,557	35,594
Funded Ratio	44.1%	49.1%	58.1%	65.0%	70.4%	74.6%	78.1%	81.0%



Projection of Valuation Results - Pension Only 491, Fulshear

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	5.00%	USC	Yearly 100% Ad Hocs with Transfer
Employer Match Rate	2 - 1	COLA	No COLA
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2013	2014	2015	2016	2017	2018	2019	2020
Full Rate	0.94%	3.76%	4.07%	4.19%	4.31%	4.43%	4.55%	4.67%
Estimated Contribution	6,887	28,375	31,613	33,586	35,574	37,659	39,846	42,050
Funded Ratio	44.1%	48.3%	56.5%	62.8%	67.8%	71.8%	75.0%	77.8%



ORDINANCE NO. 2013- 1121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, PROVIDING RULES FOR AMENDMENTS TO THE ZONING ORDINANCE OF THE CITY OF THE CITY OF FULSHEAR, TEXAS, TO PROVIDE FOR AN ADDITION OF A DEFINITION FOR "TATTOO PARLORS"; CHANGE IN DENSITY REQUIREMENTS FOR MULTIFAMILY HOUSING; ADDING PROVISIONS TO PROVIDE FOR MINIMUM LOT SIZES FOR COMMERCIAL PROPERTY; A CHANGE IN THE PARKING REQUIREMENTS FOR MULTIFAMILY HOUSING; CHANGES TO THE USES PERMITTED BY RIGHT AND SPECIAL USE PERMITS IN THE COMMERCIAL DISTRICT; AND REGULATIONS FOR ALTERNATIVE FINANCIAL SERVICES BUSINESSES; PROVIDING A PENALTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, ("City") is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing land use, structures, businesses and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, businesses, and related activities promotes the health, safety, morals and general welfare of the City; and

WHEREAS, the City Council further finds that changes to the zoning ordinance are in the best interests of the City; and

WHEREAS, the Texas Local Government Code requires a public hearing on the proposed zoning text amendment to hear any and all person desiring to be heard ;

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

Section 1. The facts and recitations found in the preamble are hereby found to be true and correct and are incorporated for all purposes.

Section 2. A new definition is added to section 1-72 to read as follows:

“Tattoo parlor or tattoo studio means an establishment wherein permanent or semi-permanent markings, brands, body art, or tattoos are placed on the skin by a tattoo artist. The term does not mean an establishment which provides permanent cosmetic makeup application. Unless expressly stated otherwise herein, such words, terms and definitions shall have the meaning indicated in V.T.C.A. Health and Safety Code ch. 146, as amended and Title 25, Texas Administrative Code, Sec. 229.401-229.413, as amended. Owners and employees of such businesses shall comply with all of said provisions thereof, as amended.”

Section 3. Section 1-163(c)(1) is hereby replaced with a new subsection (c) to read as follows:

“1. Maximum: twenty-one (21) units per acre. This restriction shall be noted on the plat.”

Section 4. Subsection (d) is hereby repealed and replaced with a new subsection (d) to read as follows:

“(d) Minimum commercial lot dimensions. Plat conditions and building codes will sometimes require more restrictive setbacks. The more restrictive setback controls.

1. Front setback: twenty-five feet (25’).
2. Rear and side setbacks: ten feet (10’) when not adjacent to residential property. Twenty feet (20’) when adjacent to residential property. There shall be no minimum side setbacks when the property is being developed as a mixed use project in the Commercial (C) or Downtown District (DD).
3. Corner lots.
 - a. If the corner is created by two (2) intersecting public streets, a front setback is required along each street. Of the two (2) remaining property lines, one (1) is considered a rear (the one most distant from a front) and the other, a side.
 - b. If the corner is created by the intersection of a public street and either an access easement or private road, a front setback is required only along the right of way, easement, or road providing primary access to the lot or from which the lot is addressed. The property line most opposite to the front will be a rear line, and the remaining two property lines will be side lines. The minimum setback is ten feet (10’) from a right of way, access easement, or private road.
4. Accessory structures, such as dumpsters, may be placed within five feet (5’) of the rear property line. Placement in required easements is prohibited.

5. Street or sidewalk improvements required to accommodate the improvement, such as rockeries and retaining walls, may be placed in a required setback.

Section 5. A new subsection (e) is added to Section 1-163 to read as follows:

“(e) Exceptions.

1. Planned Unit Developments District consisting of a development of at least one thousand five hundred (1,500) acres which will result in the construction of more than seven hundred (700) single-family residential homes may plat not more than five percent (5%) of the development with side set-backs of zero feet (0') on one side and ten feet (10') on the other side to allow for the construction of specialty housing products. Such exceptions shall be allowed so long as the portion of the development in which specialty housing products are to be located is platted as a single section of development that has uniform lots throughout the development
2. Special Use Permits. If the development standards for the proposed development differ from the base zoning district the Planning and Zoning Commission is authorized to recommend and the City Council is authorized to permit development standards which differ from the commercial lot dimensions in this Code subject to the process outlined in Section 1-283.”

Section 6. Section 1-164(3)c is hereby amended to read as follows:

“Multi-Family (MF) District structures, including townhomes, apartments, duplexes, and other similar structures, shall provide a minimum of 1.5 parking spaces per one (1) bedroom unit, with at least one (1) of these spaces per unit covered, and two (2) per two (2) or more bedroom unit, with at least one (1) of these spaces per unit covered.”

Section 7. Section 1-188(b) is hereby replaced with a new subsection (b) to read as follows:

“(b) Uses permitted by right. In the Commercial (C) District, no building or land shall be used and no building erected except for one (1) or more of the following specified uses, unless otherwise provided in this division:

- (1) Safety services;
- (2) Parks and recreation;
- (3) Retail;
- (4) Convenience retail;
- (5) Office;
- (6) Automobile sales;
- (7) Day care center
- (8) Place of Worship;
- (9) Art gallery or museum; and

(10) Thrift shops or secondhand stores.”

Section 8. Section 1-188(d) is hereby replaced and a new subsection (d) is added to read as follows:

“Special use permits. The following uses of land and structures are permitted in this District if they are approved in the process outlined in section 1-283:

- (1) Animal shelters or veterinary offices housing animals outdoors, kennels, stables, or any other use that keeps animals outdoors;
- (2) Temporary use stands, such as fruit or vegetable stands, hot dog or taco stands, snow cone stands, and other establishments of a similar nature. Exceptions may be permitted for special events (e.g. carnivals, parades, etc.), but such exceptions shall be for a maximum period of seventy two (72) hours (three operational days);
- (3) Automobile repair – new and used parts and service, enclosed (not salvage yards or similar);
- (4) Public House;
- (5) Single family detached dwellings on single lots; single family homes may be restored or replaced if they are substantially destroyed as described in Sec. 1-317; and
- (6) Eating and drinking places.”

Section 9. The following definitions are added to Section 1-72:

“Alternative financial services businesses means a business which is used for check cashing, payday advances or loans, money transfers, motor vehicle title loans, or a credit access business. This definition excludes a state or federally chartered bank, savings and loan association or credit union, pawnshop, convenience store, supermarket, or other retail establishment where consumer retails sales constitute at least 75% of the total gross revenue generated on site.

Check cashing business means an establishment that provides on or more of the following: an amount of money that is equal to the face of a check or the amount specified in a written authorization for an electronic transfer of money, less any fee charged for the transaction; or an agreement not to cash a check or execute an electronic transfer of money for a specified period of time; or the cashing of checks, warrants, drafts, money orders, or other commercial paper for compensation by any other person or entity for a fee.

Payday advance or loan business means an establishment that makes small consumer loans of \$2,500 or less, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, where the check or debit is held for an agreed upon term or until a customer’s next payday and then cashed unless the customer repays the loan to reclaim the check or debit. Such establishments may charge a flat fee or other service charge and a fee or interest rate based on the size of the loan amount.

Motor title loan business means an establishment that makes small consumer loans of \$2,500 or less that leverage the equity value of a car or other vehicle as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the vehicle cancel the application. Failure to repay the loan or make interest payments to extend the loan allows the lender to take possession of the vehicle.

Credit access business has the same meaning as defined in Section 393.601 of the Texas Finance Code, as amended.”

Section 10. A new Section 1-229 is added to read as follows:

“Section 1-119. Alternative Financial Services Businesses.

- (a) An alternative financial services business may not be located on a site that is:
 - (1) Within 1,000 feet of a site that contains another alternative financial services business use;
 - (2) Within 200 feet of a property in a district in which a residential use is allowed or located;
 - (3) Within 500 feet of the right of way of FM 359; or
 - (4) Within the Residential acreage (R1), Residential lots (R2), Multi-family (MF), Community Facilities (CF), Downtown District (DD), or Manufactured Housing (MH) District.
- (b) An alternative financial services business may only be located within a freestanding structure and may not be co-located in the same structure with other uses.”

Section 11. The table in Section 1-196 (Land use categories table) of the Fulshear Zoning Code is amended to add the alternative financial services use and to indicate that the alternative financial services use is permitted in the Commercial (C) and Industrial (I) Districts.

Section 12. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 13. *Repeal.* Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 14. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional, the City

Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 15. *Effective date.* This Ordinance shall be effective after being published as required by law.

PASSED, APPROVED, and ADOPTED on the 19th day of November,
2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE 2013-1122

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS, ADOPTED IN ORDINANCE 2012-1069, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 20.943 ACRES OF LAND FROM RESIDENTIAL ACREAGE (R1) TO COMMERCIAL (C); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas, recently annexed 20.943 acres of land out of the Churchill Fulshear League, Abstract No. 29 Fort Bend County, Texas, being more fully described in Exhibit "A" (the "Property,") attached hereto and incorporated herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the rezoning of the Property on the 8th day of November, 2013, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be rezoned as Commercial (C); and

WHEREAS, on the 19th day of November, 2013, after proper notification, the City Council held a public hearing on the proposed rezoning; and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and the City of Fulshear Zoning Ordinance, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. The property described in Exhibit "A", attached hereto and incorporated herein, is hereby designated as Commercial (C) and the Official Zoning

Map of the City of Fulshear, Texas, is hereby amended to reflect said zoning classification.

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

Section 4. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective and in full force when published as required by law.

November PASSED, APPROVED, and ADOPTED this the 19th day of November, 2013.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1123

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS REPEALING ORDINANCE NO. 2013-1108; ADOPTING A REVISED CONVENIENCE FEE OF 3.00% PER TRANSACTION FOR THE ACCEPTANCE OF ONLINE PAYMENTS; REPEALING ALL PREVIOUS RESOLUTIONS OR ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of fiscal responsibility, it has been deemed in the best interest of the City of Fulshear, Texas to adopt a fee charged for the convenience of making online payments to the City; and

WHEREAS, City Council previously adopted an convenience fee for online payments to the City through its adoption of Ordinance No. 2013-1108; and

WHEREAS, it is the desire of the City Council of the City of Fulshear for the convenience fee to offset the costs of the City to provide such service; and

WHEREAS, following the implementation of the fees adopted in Ordinance No. 2013-1108 it was discovered that the previously adopted fee was inadequate to do so; and

WHEREAS, the City Council of the City of Fulshear, Texas believes that these financial goals are best attained through the revised fee structure contained herein.

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

SECTION 1. The facts and findings set forth in the preamble of this Ordinance are hereby adopted and found to be true and correct.

SECTION 2. The purpose of this Ordinance is to adopt a new convenience fee for accepting payments online.

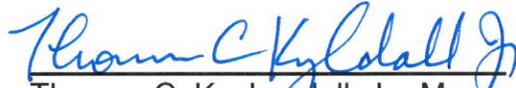
SECTION 3. The following fee is hereby adopted to offset the City's costs for providing the convenience service of making online payments:

- (a) The fee charged for the convenience of making online payments shall be 3.00% of the actual total transaction cost.

SECTION 4. Repeal. Ordinance 2013-1108 is hereby repealed. Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

SECTION 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts..

SECTION 6. Effective Date. This Ordinance shall be effective on December 1, 2013.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

Approved

Date: November 19, 2013

ORDINANCE NO. 2013-1124

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS SETTING FORTH REGISTRATION REQUIRMENTS AND CREDIT EXTENSION GUIDELINES FOR CREDIT ACCESS BUSINESSES; PROVIDING A PENALTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, certain credit access businesses engage in abusive and predatory lending practices, offering easy money to those members of our community who are experiencing financial difficulties with onerous terms and fees; and

WHEREAS, the practices of certain access businesses cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), wrote that “payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year.” The report further noted that “on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest;” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also noted: “How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also stated that “the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised;” and

WHEREAS, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the “Member Best

Practices” as listed on its internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): “Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less.” The need for consumer understanding was also outlined on this website: “A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate (“APR”);” and

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (<http://www.responsiblelending.org/other-consumer-loans/tools-resources/fast-facts.html>) that: “car title loans are based on the value of a borrower’s car - the ability to repay the loans is not factor in the lending decision...”; “loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers...”; “the average car title customer renews their loan 8 times...”; and, “on a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition;” and

WHEREAS, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower’s means of transportation for work and other essential household functions.

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

Section 1. CREDIT ACCESS BUSINESSES

1-100- Short Title and Purpose.

(a) This Ordinance may be known and cited as “Credit Access Businesses Regulation.”

(b) The purpose of this Ordinance is to protect the welfare of the citizens of the City of Fulshear by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

1-101- Definitions.

As used in this Ordinance:

- (1) CERTIFICATE OF REGISTRATION means a certificate of registration issued by the Director under this Ordinance to the owner or operator of a credit access business.
- (2) CONSUMER means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) CONSUMER'S LANGUAGE OF PREFERENCE is the language the consumer understands best.
- (4) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (5) DEFERRED PRESENTMENT TRANSACTION has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (6) DIRECTOR means the Director of the department designated by the City Council, City Administrator, or City Administrator's Designee, to enforce and administer this Ordinance.
- (7) EXTENSION OF CONSUMER CREDIT has the meaning given that term in Section 393.001 of the Texas Finance Code.
- (8) MOTOR VEHICLE TITLE LOAN has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (9) PERSON means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.
- (10) REGISTRANT means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.
- (11) STATE LICENSE means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

1-102- Violations; Penalty

(a) A person who violates a provision of this Ordinance, or who fails to perform an act required of the person by this Ordinance, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

(b) An offense under this Ordinance is punishable by a fine of not more than five hundred dollars (\$500).

(c) A culpable mental state is not required for the commission of an offense under this Ordinance and need not be proved.

(d) The penalties provided for in Subsection (b) are in addition to any other remedies that the city may have under city ordinances and state law.

1-103- Defenses

It is a defense to prosecution under this Ordinance that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

1-104- Registration Required

A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business.

1-105- Registration Application

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the Director. The application must contain the following:

(1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.

(2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.

(3) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.

(4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

(5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the City of Fulshear Code of Ordinances.

(6) A non-refundable application fee for the amount established.

(b) An applicant or registrant shall notify the Director within forty five (45) days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

1-106- Issuance and Display of Certificate of Registration; Presentment upon Request.

(a) The Director shall issue to the applicant a certificate of registration upon receiving a completed application under Section 1-105.

(b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the Director or any peace officer for examination.

1-107- Expiration and Renewal of Certificate of Registration.

(a) A certificate of registration expires on the earliest of:

(1) One year after the date of issuance; or

(2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

(b) A certificate of registration may be renewed by making application in accordance with Section 1-105. A registrant shall apply for renewal at least thirty (30) days before the expiration of the registration.

1-108- Non-transferability.

A certificate of registration for a credit access business is not transferable.

1-109- Maintenance of Records.

(a) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

(1) The name and address of the consumer.

(2) The principal amount of cash actually advanced.

(3) The length of the extension of consumer credit, including the number of installments and renewals.

(4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and

(5) The documentation used to establish a consumer's income under Section 1-110 of this ordinance.

(b) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

(c) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.

(d) The records required to be maintained by a credit access business under this section must be retained for at least three (3) years and made available for inspection by the city upon request during the usual and customary business hours of the credit access business.

1-110- Restriction on Extension of Consumer Credit.

(a) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed twenty (20) percent of the consumer's gross monthly income.

(b) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

(1) Three (3) percent of the consumer's gross annual income; or

(2) Seventy (70) percent of the retail value of the motor vehicle.

(c) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

(d) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four (4) installments. Proceeds from each installment must be used to repay at least twenty five (25) percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(e) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three (3) times. Proceeds from each refinancing or renewal must be used to repay at least twenty five (25) percent of the principal amount of the original extension of consumer credit.

(f) For purposes of this section, an extension of consumer credit that is made to a consumer within seven (7) days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

1-111- Requirement of Consumer Understanding of Agreement.

(a) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(b) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

(c) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

1-112- Referral to Consumer Credit Counseling.

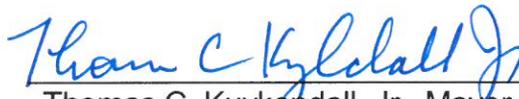
A credit access business shall provide a form, to be prescribed by the Director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by 1-109(a)(1)-(5) of this ordinance specific to the loan agreement with the consumer. If the Director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference.

Section 2. Repeal. Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts..

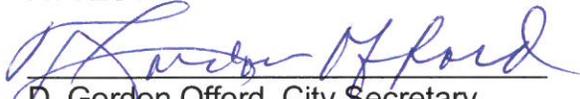
Section 4. Effective Date. This ordinance shall be effective after being published as required by law.

PASSED, APPROVED, AND **ADOPTED** THIS 17th day of December 2013.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1125
ADOPTING THE REVISED GROUNDWATER REDUCTION FEE AS REQUIRED BY THE NORTH FORT BEND
WATER AUTHORITY

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING AND ADOPTING THE REVISED GROUNDWATER REDUCTION FEE AS REQUIRED BY THE NORTH FORT BEND WATER AUTHORITY; REPEALING ALL PREVIOUS RESOLUTIONS OR ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of Fiscal Responsibility and conservation, it has been deemed in the best interest of the City of Fulshear, Texas to revise the fee charged for Groundwater Reduction as required by the North Fort Bend Water Authority; AND

WHEREAS, it is the desire of the City Council of the City of Fulshear to develop a fee structure that will allow the Enterprise Fund to rely on its own revenues for operations rather than requiring a subsidy from the General Fund; AND

WHEREAS, the City Council of the City of Fulshear, Texas believes that these financial goals are best attained through the fee structure contained herein.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to amend and adopt the revised fee for Groundwater Reduction as required by the North Fort Bend Water Authority.

SECTION 2.0

ADOPTED: The following fee reflects a revision in the charges made for Groundwater Reduction as ordered by the North Fort Bend Water Authority.

- (a) The fee charged for Groundwater Reduction shall be \$2.29 per thousand gallons pumped.

SECTION 4.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 5.0

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

SECTION 6.0

EFFECTIVE DATE: This Ordinance shall be effective on January 1, 2014.

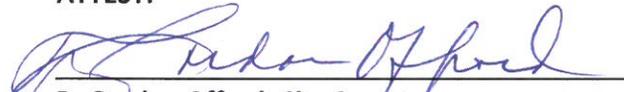
CITY OF FULSHEAR, ORDINANCE 2013-1125

SECTION 7.0

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


Thomas Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

Date: December 17, 2013

ORDINANCE NO. 2013-1126

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING ORDINANCE NO. 2012-1084 SECTIONS 3.0 AND 4.0 ADDING PARAGRAPH (D) TO INCLUDE RATES FOR THE OPERATION OF IRRIGATION SYSTEMS ON INDEPENDENT METERS FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the interest of Fiscal Responsibility, the City Council of the City of Fulshear revised fees for Water and Waste Water Taps; AND

WHEREAS, that revision included differentiated rates for commercial and residential customers; AND

WHEREAS, the City is desirous of promoting and enhancing water conservation through the use of irrigation only meters; AND

WHEREAS, the City Council of the City of Fulshear, Texas wishes to clarify the tap fee rates for irrigation customers.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to revise Ordinance 2013-1084 setting Water and Waste Water Rates, Sections 3.0 and 4.0, adding clarifying tap installation rates for irrigation.

SECTION 2.0

AMDENDED: Sections 3.0 and 4.0 are hereby amended to read:

SECTION 3.0

RESIDENTIAL RATES AND FEES: The Chart below details the adopted Rates for Water and Waste Water Services charged by the City of Fulshear for Residential Accounts/ Customers:

RESIDENTIAL TAPS	
5/8 INCH	\$880.00
3/4 INCH	\$1,172.50
1 INCH	\$1,465.00
Long Tap	\$3.00 per ft. over 40 ft. long or over 5 ft. deep
Irrigation Tap	Actual Operator Costs incurred by City + Actual cost of meter
SEWER TAP	\$150.00

****Non standard sewer connections will incur a charge equal to three (3) times the**

actual cost of installation**

RESIDENTIAL WATER RATES

0 - 5,000 GALLONS	\$13.00
5,001 - 10,000 GALLONS(for each additional thousand gallons	\$2.00
10,001 - 20,000 GALLONS(for each additional thousand gallons	\$2.50
20,001 GALLONS and over(for each additional thousand gallons	\$3.00

RESIDENTIAL WASTE WATER RATES

0 - 5,000 GALLONS	\$13.00
5,001 and over (for each additional thousand gallons)	\$2.00

Residential Sewer Rates shall be capped at 30,000 Gallons of usage

RESIDENTIAL IRRIGATION WATER RATES

0 GALLONS	\$0.00
1 - 1,000 GALLONS additional thousand gallons	\$6.00
1,001 - 5,000 GALLONS(for each additional thousand gallons	\$1.75
5,001 - 10,000 GALLONS(for each additional thousand gallons	\$2.75
10,001 - 20,000 GALLONS(for each additional thousand gallons	\$3.00
20,001 GALLONS and over(for each additional thousand gallons	\$3.25

Irrigation Only Meters shall not be charged for Waste Water

SERVICE CHARGES

Residential Customer Deposit	\$50.00
Commercial 1.5 Inch TO 2 inch Deposit	\$200.00
Commercial 3 inch Deposit	\$300.00
Commercial 4 inch Deposit	\$400.00
Commercial 5 inch or greater Deposit	\$500.00
Delinquency Notices	\$10.00
Transfers	\$25.00

Return Check	\$35.00
Tampering Fee*	\$150.00 + Repair Costs

*Does not include potential Fines and Fees resulting from criminal prosecution

SECTION 4.0

COMMERCIAL RATES AND FEES: The Chart below details the adopted Rates for Water and Waste Water Services charged by the City of Fulshear for Commercial Accounts/ Customers:

COMMERCIAL WATER TAPS	
Commercial Tap 1.5 INCH and above	**price is bid rate, plus 200%**
Commercial Sewer Tap	**price is bid rate, plus 200%**
Irrigation Tap	Actual Operator Costs incurred by City + Actual cost of meter
Commercial Long Tap	\$4.25 per ft. over 40 ft. long or over 5 ft. deep
COMMERCIAL WATER RATES	
0 - 5,000 GALLONS	\$15.00
5,001 - 10,000 GALLONS(for each additional thousand gallons)	\$2.75
10,001 - 20,000 GALLONS(for each additional thousand gallons)	\$3.00
20,001 GALLONS and over(for each additional thousand gallons)	\$3.25
COMMERCIAL WASTE WATER RATES	
0 - 5,000 GALLONS	\$15.00
5,001 and over (for each additional thousand gallons)	\$2.50
SERVICE CHARGES	
Commercial Customer Deposit	\$100.00
Commercial 1.5 Inch TO 2 inch Deposit	\$200.00
Commercial 3 inch Deposit	\$300.00
Commercial 4 inch Deposit	\$400.00
Commercial 5 inch or greater Deposit	\$500.00
Delinquency Notices	\$10.00
Transfers	

	\$25.00
Return Check	\$35.00
Tampering Fee*	\$150.00
*Does not include potential additional costs incurred by City and/ or Fines and Fees resulting from criminal prosecution	

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

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

SECTION 5.0

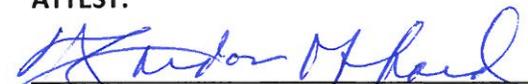
EFFECTIVE DATE: This Ordinance shall be effective on the first day of January, 2014.

SECTION 6.0

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


 Thomas C. Kuykendall Jr., Mayor

ATTEST:


 D. Gordon Offord, City Secretary

ORDINANCE NO. 2013-1127

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS APPROVING PROCEDURES FOR THE BILLING, RECEIPT OF PAYMENT, HANDLING OF DELINQUENCIES, TERMINATION AND REINSTATEMENT OF SERVICE FOR WATER, SEWER AND SOLID WASTE SERVICES; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear is desirous of clarifying and codifying the procedures for billing, payment and other pertinent issues related to the provision of Water, Wastewater and Solid Waste Services.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to clarify the process for Billing; the receipt of payments; the handling of delinquent accounts and termination of Water/ Waste and Solid Waste Accounts.

SECTION 2.0

BILLING STANDARDS FOR WATER AND WASTEWATER SERVICES: The Following provisions are hereby adopted related to the Billing for Water, Wastewater provided by the City and any duly contracted third party hired by the City to provide said services:

- (a) Bills are ordinarily rendered by the city at regular monthly intervals, but may be rendered more or less frequently at the City's option.
- (b) All bills for service are due when rendered. On residential accounts, if payment in full is not received by the City by the due date printed on the bill, a ten percent late charge up to maximum \$100.00 will be added to the bill. The due date for addition of the penalty may vary from 21 to 23 days. Upon a customer's request and for good cause shown, the city may waive the late charge one time in a 24-month period.
- (c) If a customer does not receive a bill for service, the customer's obligation to make payment for service rendered is not released or diminished.

SECTION 3.0

BILLING FOR SOLID WASTE SERVICES: The Following provisions are hereby adopted related to the Billing for Solid Waste services provided by the City and any duly contracted third party hired by the City to provide said services:

- (a) All residences and commercial businesses within the City Limits are required by Ordinance to receive solid waste services supplied by the city and to pay a monthly fee for the service in the amount established by Ordinance.

- (b) The monthly fee for Solid Waste services is billed by the City or its contracted agents to any customer receiving the service regardless of the nonuse or amount of use of the Solid Waste services provided. The requirements of this article regarding billing and payment also apply to the charge for Solid Waste services.
- (c) The city will not impose a charge for Solid Waste services for a new building which is required to receive City Solid Waste services until the building is permanently occupied or for the first 90 days from the date the original water meter is installed, whichever first occurs.

SECTION 4.0

BILLING ADJUSTMENTS:

- (a) If the City determines an account is over billed, the City will refund the total amount due or credit the account.
- (b) If any meter is found to be on the wrong rate, the account will be adjusted back to the date when the account was set up with the wrong rate, up to a maximum of three years.
- (c) If the City determines any account is undercharged, the City will back bill the customer for the amount that was undercharged. The back billing will not exceed three years, unless the undercharge is the result of meter tampering, bypassing, or an unmetered connection, or diversion by the customer.
- (d) If the amount of the back billing is \$25.00 or more, the City will offer the customer a deferred payment plan for the same length of time as that of the under billing. If the back billing is a result of utility service diversion, unlawful use of service, or damage to City equipment, the City may, but is not required to, offer the customer a deferred payment agreement.
- (e) Wastewater charges will be adjusted in the same manner and for the same time period as water.
- (f) Per Section 8.0, deferred payment plans may be offered on any billing due to financial hardship at the discretion of the City. The City shall not waive amounts owed or reduce rates for customers for whom there is adequate proof useage as determined by meter read or Solid Waste collection.
- (g) All reimbursements or collections will be made at the rates in effect at the time of each over billing or under billing. No refund is required from the City except to the customer last served by the meter.

SECTION 5.0

DELINQUENCY: An active account becomes delinquent when full payment is not received by the City's revenue department or its duly contracted third party service provider by the due
CITY OF FULSHEAR, ORDINANCE 2013-1127

date printed on the bill. Delinquent accounts are subject to termination of service pursuant to this article. Should the customer fail to timely pay the total combined monthly bill for Water, Wastewater, and/ or Solid Waste services, the city may discontinue water service to the customer in accordance with this article for delinquent payments

SECTION 6.0

UTILITY SERVICE DIVERSION AND TAMPERING: In any case of utility service diversion, unlawful use of service, or customer damage to city equipment, the city will bill the customer for previously unbilled utility costs for all Water not recorded on the meter, and any Wastewater service based thereon, the amount of which may be estimated by the City from the best available data, and billed at the proper rate schedule. Additionally, the City will charge the customer a minimum charge as detailed in its Ordinance setting rates and fees for such services and for all other costs borne by the City, including personnel costs, incurred in investigating and correcting the diversion and other, as well as costs for the provision of third party services related to the investigation and correction of the diversion. Furthermore, the customer may face criminal charges for such diversion and tampering.

SECTION 7.0

RETURNED CHECKS:

- (a) Accounts for which payment is made using checks which are returned by a bank for any reason may be charged a returned check fee. The amount of the check and returned check charge will be charged to the account, and must be paid in full seven days from the date certified notice was delivered or was attempted to be delivered.
- (b) If two or more checks are returned unpaid within a 12-month period, payments must thereafter be made in cash, cashier's check, or money order until the customer establishes a 12-month payment history with no more than two late payments and no interruptions of service for non-payment.

SECTION 8.0

DEFERRED PAYMENT AGREEMENTS:

- (a) Any current customer with a previous balance owed the City for utility service may apply for a deferred payment agreement, except for a back-billing resulting from diversion of service, unlawful use of service, or customer damage to city equipment. Under other circumstances the City determines are reasonable, the City may, but is not required to enter into a deferred payment agreement with a customer.
- (b) The City will determine whether to enter into a deferred payment agreement based on factors related to the purpose of providing for deferred payments, including the following:
 - 1) The size of the previous balance owed the City;

- 2) The customer's ability to pay;
 - 3) The customer's payment history;
 - 4) The time that the debt has been outstanding; and
 - 5) The reasons the debt has been outstanding.
- (c) If a customer fails to meet the terms of a deferred payment agreement, the City may terminate service and is not required to offer another deferred payment agreement prior to termination.

SECTION 9.0

APPEALS:

- (a) Customers objecting to any action, policy, billing, or decision relating to utility service to an applicant or customer may appeal the action, policy, billing, or decision to the City. The City may require that the person reduce the appeal to writing. The City need not consider an appeal from any action or decision that occurred more than 60 days prior to the date the person requests an appeal.
- (b) The City will designate one or more employees to hear appeals. The person requesting an appeal has the right to appear in person to present or explain information relating to the appeal at any reasonable time during City business hours, as agreed upon between the customer and the City.
- (c) The City will consider all information submitted by the person requesting the appeal, whether submitted in writing or orally. The City employee(s) hearing the appeal may request additional information, including additional documents or sworn statements from relevant witnesses, if reasonably necessary to resolve the issue.
- (d) The City must make any decision on the appeal in writing and provide a copy thereof to the person filing the appeal by mailing or emailing them to the service customer address. The decision rendered may be appealed to the City Council. Any appellate decision rendered by the City Council shall be final.
- (e) The City will not terminate service if the termination is based on an issue over which the customer has filed an appeal, until after the appeal is resolved. The customer must, however, pay any undisputed charges for service before delinquency to avoid termination of service.

SECTION 10.0

TERMINATION OF SERVICE:

- (a) The City may terminate a customer's utility service:

- 1) At the request of the customer;

- 2) For the customer's failure to pay a delinquent account, comply with the terms of a deferred payment agreement, or comply with credit security requirements;
 - 3) Because of utility service diversion or unlawful use of service;
 - 4) Because of a known dangerous condition of the premises; or
 - 5) For a violation of any City Ordinance, statute or rule regulating the sub-metering of utility service or any law or regulation which provides for termination or refusal of service as a remedy.
- (b) Written notice of the proposed termination of service will be given by the city by mail or delivery to the service address prior to termination. The notice will include the following:
- 1) The reason or reasons for termination;
 - 2) That the customer has a right to appeal the termination if the customer disputes the reason for termination; and
 - 3) The address and telephone number of the City department that may be contacted regarding the proposed termination. Prior notice is not required when termination is requested by the customer, where a known dangerous condition exists or where a condition threatens the public health, safety, or resources, or where there is a utility service diversion or unlawful use of service. If the customer does not take action by the date required by the termination notice to correct the reasons for termination, service will be terminated without further notice.

SECTION 11.0

RE-INITIATION OF SERVICE:

- (a) Terminated service will be re-initiated if the customer pays the past due balance, or the city accepts a deferred payment agreement for the amount due.
- (b) The city will charge the customer a delinquency processing fee to reinstate service after service has been terminated or to continue service after a work order to terminate service has been issued and regardless of whether service has been terminated. In addition, the customer may be required to supply or maintain credit security on the account, as provided in this article.
- (c) For a utility service diversion, unlawful use of service, or damage to city equipment, the utility services that were provided in the probable time of the violation to the time of correction, damage, or utility diversion, will be billed to the customer or other responsible persons as determined by the city, and payment required prior to restoring utility services.

SECTION 12.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 13.0

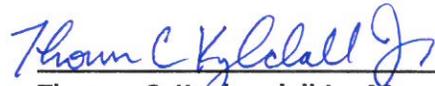
REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 14.0

EFFECTIVE DATE: This Ordinance shall be effective on January, 2014.

SECTION 15.0

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



Thomas C. Kuykendall Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary