Business

PROCLAMATION

Recognizing and honoring the Blinded Veterans Association on its 72nd anniversary of representing blinded veterans and their families.

WHEREAS, at 8:45 a.m. on March 28, 1945, 100 blinded members of the Armed Forces who served in World War II formed the Blinded Veterans Association at Avon "Old Farms" Army Convalescent Hospital in Connecticut;

WHEREAS, the founders of the Blinded Veterans Association were a cross-section of heroes and pioneers who not only shaped the rich history, philosophy, and knowledge of education and rehabilitation of the blind, but also provided insight into current and future challenges facing the blind and engaged in continual advocacy efforts to ensure that services for all blinded persons would be unique and specialized;

WHEREAS, on March 28, 2017, the Blinded Veterans Association will mark its 72nd anniversary of dedication to blinded members of the Armed Forces, Veterans, and their families;

WHEREAS, in 1946, General Omar Bradley, of the Veterans Administration, appointed the Blinded Veterans Association as the first official representative for blinded veterans for the filing of claims and appeals to the Veterans Administration, making the Blinded Veterans Association only the eighth veterans service organization to receive such authorization;

WHEREAS, the Blinded Veterans Association was originally incorporated in New York State as a nonprofit association, and then moved to Washington, D.C., in 1947;

WHEREAS in 1958, the 58th Congress approved the Congressional Charter for the Blinded Veterans Association;

WHEREAS from its early beginnings, the Blinded Veterans Association encouraged the blinded veterans it served "to take their rightful place in the community with their fellow men and work with them toward the creation of a peaceful world", and it has continued to advocate for the war-blinded to regain independence, confidence, and self-esteem through rehabilitation and training; and

WHEREAS many people of the United States recognize March 28 of each year as Blinded Veterans Day: Now, therefore, be it

RESOLVED by the Senate and House of Representatives of the United States of America in Congress assembled, that Congress expresses appreciation for the efforts of the Blinded Veterans Association in improving the rehabilitation services, April 7, 2010 and;

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this 21st day of February, 2017.

_____

MAYOR, JEFF W. ROBERTS

Attest:

_____

D. (Diana) GORDDON OFFORD, CITY SECRETARY

PROCLAMATION
FULSHEAR SIMONTON LIONS CLUB

WHEREAS, your local Lions Club is one of 44, 700 Lions Clubs actively serving their communities in 186 countries and Lions Clubs International is celebrating its 100th centennial organization's history and achievements; Its 1.4 million members are dedicated to bettering the quality of life for the handicapped, the poor, the sick and the aged.

Whereas, the local lions club will be celebrating its 10-year service to the Fulshear-Simonton community and our motto is "we serve".

Whereas, the lions club is a group of civic-minded men and women who have banded together to do the things they cannot do alone and are willing and anxious to give their time, energy, and resources in service to others;

Whereas, it is a pleasure to extend best wishes to the members and recognized them for their diligent work in providing valuable human services where the need was great; and

Now, therefore, I, Jeff W. Roberts, Mayor of the City of Fulshear , Texas urge all citizens of the Fulshear Simonton community to join together in recognition and appreciation for the members, past and present; and

In official recognition whereof, I hereby affix my signature this 21st day of February, 2017.

_____

JEFF W. ROBERTS, MAYOR

ATTEST:

_____

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	C
DATE SUBMITTED:	February 18, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes/ J. Grady Randle
SUBJECTS:	**Approval of Absence per Charter Section 3.10**		
ATTACHMENTS:			
EXPENDITURE REQUIRED: **AMOUNT BUDGETED:** **FUNDING ACCOUNT:** **ADDITIONAL APPROPRIATION REQUIRED:** **FUNDING ACCOUNT:**			

EXECUTIVE SUMMARY

Grady reminded me that Council Member absences can be approved (excused) on a vote of the Council under the provisions of the Charter, Section 3.10 dealing with absences and vacancies. Mrs. Tristan is out related to a temporary but significant medical issue.

RECOMMENDATION

Staff recommends Council approve/ excuse Mrs. Tristan's absence.

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	D and E
DATE SUBMITTED:	February 18, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes
SUBJECTS:	**Contract renewals for Linebarger, Goggin, Blair and Sampson, LLP**		
ATTACHMENTS:	Contracts for Collection Services with LGB & S		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The City has benefitted greatly from its relationship with Linebarger, Goggin, Blair and Sampson as reflected in the efficiency and effectiveness of their percentages collected in both arrears taxes and fine and fee collections. Linebarger is requested a five year contract for these services. It should also be noted that the City has not received any complaints about the service provided by Linebarger from staff or clients. There is no cost to the City as there is a collection fee generated on their work which funds their work on the City's behalf.

RECOMMENDATION

Given the lengthy and successful history of performance by Linebarger, staff recommends the contracts be approved as presented.

Agreement for Tax Collection Services

This Agreement is made between the City of Fulshear (hereinafter referred to as the "Client") and Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm").

Article I
Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2
Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this Agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this Agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2002 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected; and

(b) twenty (20%) percent of the amount of all 2003 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on February 21, 2017 (The "Effective Date") and shall expire on February 20, 2022 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one (1) year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, this Agreement shall continue to automatically renew for an additional one (1) year term in the same manner at the end of the each renewal period.

6.03 However, either party may terminate this Agreement for any reason by giving the other party thirty (30) days advance notice of termination in writing.

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be

compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six (6) month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any terms, covenants, or conditions of this Agreement shall, on the written request of one (1) party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of the filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

CITY OF FULSHEAR

By: _____
Jeff W. Roberts, Mayor

Date: 2 / 21 / 2017

ATTEST:

By: _____
D. Gordon Offord, City Secretary

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: _____
Charles A. "Chip" Sutton, Partner

Date: 2 / 21 / 2017

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	D and E
DATE SUBMITTED:	February 18, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes
SUBJECTS:	**Contract renewals for Linebarger, Goggin, Blair and Sampson, LLP**		
ATTACHMENTS:	Contracts for Collection Services with LGB & S		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The City has benefitted greatly from its relationship with Linebarger, Goggin, Blair and Sampson as reflected in the efficiency and effectiveness of their percentages collected in both arrears taxes and fine and fee collections. Linebarger is requested a five year contract for these services. It should also be noted that the City has not received any complaints about the service provided by Linebarger from staff or clients. There is no cost to the City as there is a collection fee generated on their work which funds their work on the City's behalf.

RECOMMENDATION

Given the lengthy and successful history of performance by Linebarger, staff recommends the contracts be approved as presented.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF FORT BEND

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Fulshear, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than

sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3
Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. For citations that occurred prior to June 18, 2003 that are referred to the FIRM where the collection fee is not applicable, the CLIENT agrees to pay the FIRM as compensation for services rendered hereunder fifteen (15%) percent of the total amount of all the fines and fees collected during the term of this agreement. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4
Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the

databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5
Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This AGREEMENT shall be effective February 21, 2017 (the "Effective Date") and shall expire on February 20, 2022 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for two (2) additional two (2) year periods without the necessity of any further action by either party. In the absence

of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Fulshear
City Manager
30603 FM 1093
Fulshear, TX 77441

EXECUTED ON the 21st day of February, 2017.

City of Fulshear

By: _____
The Honorable Jeff W. Roberts - Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill – Capital Partner
For the FIRM

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

AGENDA OF:	Feb 21, 2017	**AGENDA ITEM:**	
DATE SUBMITTED:	February 17, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	Michelle Killebrew, Building Official	**PRESENTER:**	Michelle Killebrew, Building Official
SUBJECT:	**Special Use Request – 30136 FM 1093**		
ATTACHMENTS:	**Application, Site plan, Survey, and other documents**		

EXPENDITURE REQUIRED:	$0
AMOUNT BUDGETED: **ACCOUNT:** Development Services	$0
ADDITIONAL APPROPRIATION REQUIRED: **ACCOUNT NO:**	$0

EXECUTIVE SUMMARY

Thrive Church is requesting a Special Use Permit for the property located at 30136 FM 1093. The property is within the Downtown District and has been used a Residential. They are requesting to use the property for Commercial Use, specifically for Office/Business. There will be no modifications made to the building except for code compliance and they are requesting to follow the regulations as outlined in the sign ordinance.

They have provided the following documents as required by the Special Use Application which include:

Owner Affidavit: The owner has submitted a letter of approval to request the Special Use Permit
Vicinity Map: Provided
Context Map: Provided as content with the survey of the property (this is acceptable as there will be no new buildings allowed without further Special Use hearings)
Survey: Provided
Site Plan: Provided as content with the survey (this is acceptable as there will be no new buildings allowed without further Special Use hearings)
Notification to the public: Provided and City sent the letters to all neighbors within 300 as provided by the applicant (see attached letter along with the list of neighboring property's)
Application Fee: Fee has been paid by the applicant
Sign Notification on the property: The sign has been duly posted by the applicant

Traffic Impact Study: This has been determined to not be applicable based on the existing usage

Planning & Zoning Commission Hearing: Was held on November 4, 2016, however the applicant believed that there were no property owners that needed to be notified and a survey of the property was missing from the application, staff notified the applicant and further documentation was submitted. On Feb 3, 2017 the Planning and Zoning Commission unanimously recommended approval with the condition that no new commercial structures are to be built without coming back for further consideration.

They must comply with all of the City Ordinances

Special Use Permit

APPLICANT/OWNER: Thrive Church

ADDRESS OF PREMISES: 30136 FM 1093 Fulshear, TX 77441

REQUESTING: to use property for Commercial Use, specifically Office / Business

HEARING DATE: 2-3-2017

PLANNING AND ZONING COMMISSION REVIEW

✓ GRANTED

____ DENIED

____ RETURNED FOR ADDITIONAL DATA

COMMENTS/CONDITIONS: MUST MEET ALL LIFE SAFETY AND ADA REQUIREMENTS AS WELL AS CONFORM TO CITY LIGHTING ORD.

CHAIRMAN SIGNATURE: [signature] DATE: FEB 3, 2017

"The Planning and Zoning Commission finds that granting the Special Use Permit will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood."

CITY COUNCIL REVIEW

____ GRANTED

____ DENIED

SIGNATURE: _____ DATE: _____

PUBLIC HEARING

Notice of Special Use Request

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City Council will hold a public hearing at its meeting on February 21, 2017 at 7:00 p.m. in the City Council Chambers of the City of Fulshear, located at 30603 FM 1093, at which time all interested persons will be given an opportunity to be heard.

The location of the premises in question is located in the Downtown District, 0029 C Fulshear Tract 87-C, specifically the address is 30136 FM 1093 Fulshear, Texas 77441.

The applicant is seeking a Special Use Permit so as to permit the existing structure to be used as Commercial Office/Business.

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

If you have any questions regarding this request please call the City Secretary's office at 281-346-1796 X204.

2-3

PUBLISHER'S AFFIDAVIT

2010-1028

City Council

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Lee Hartman who being by me duly sworn, deposes and says that he is the Publisher of *Fort Bend Herald* and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. it devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;

(CLIPPING) (S)
ON Back

2. it is published at least once each week;

3. it is entered as second-class postal matter in the county where it is published; and

4. it has been published regularly and continuously since 1959.

5. it is generally circulated within Fort Bend County.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date(s) to wit:

2-3

_____, A.D. 2017

Lee Hartman
Publisher

SUBSCRIBED AND SWORN BEFORE ME by Lee Hartman, who

X a) is personally known to me, or

_____ b) provided the following evidence to establish his/her identity, _____

on this the 6th day of February, A.D. 2017
to certify which witness my hand and seal of office.

Notary Public, State of Texas

KIMBERLY L. RODRIGUEZ
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 04-01-2018
NOTARY ID 12976888-4

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

1/16/2016

Notice of Special Use Request

TO WHOM IT MAY CONCERN;

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the Planning and Zoning Commission will hold a Public Hearing on February 3, 2017 at 8:30 a.m. in the City Council Chambers of the City of Fulshear, located at 30603 FM 1093, at which time and place all interested persons will be given an opportunity to be heard.

A Second hearing will be held at the City of Fulshear City Council meeting on February 21, 2017 at 7:00 p.m. in the City Council Chambers of the City of Fulshear, located at 30603 FM 1093, at which time and place all interested persons will be given an opportunity to be heard.

The location of the premises in question is located in the Downtown District, 0029 C Fulshear Tract 87-C, specifically the address is 30136 FM 1093 Fulshear, Texas 77441.

The applicant is seeking a Special Use Permit so as to permit the existing structure to be used as Commercial Office/Business.

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

If you have any questions regarding this request please call the City Secretary's office at 281-346-1796.

Sincerely,

Michelle Killebrew
Building Official

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

ZONING SPECIAL USE APPLICATION

Date of Application: 10/6/16

Property Address: 30136 FM 1093

Legal Description of the property: 0029 C FULSHEAR, TRACT 87-C, ACRES 2.0

Property Owner Name(s): WOODHAM FAMILY TRUST

Address: 63 BIG CHIEF TRL, BOZEMAN, MT 59718-9419

Phone Number: 406-539-7979 Email Address: FBWOODHAM@GMAIL.COM

Applicant/Agent: Thrive Church
Attach letter of authorization along with this application

Address: 9550 Spring Green Blvd Ste 408-246
Katy TX 77494
Phone Number: 832-633-4805 Email Address: admin@thrivechurch.cc

Zoning District: DOWNTOWN DISTRICT **Current use of property:** RESIDENTIAL

Requested use of the property: COMMERCIAL/OFFICE

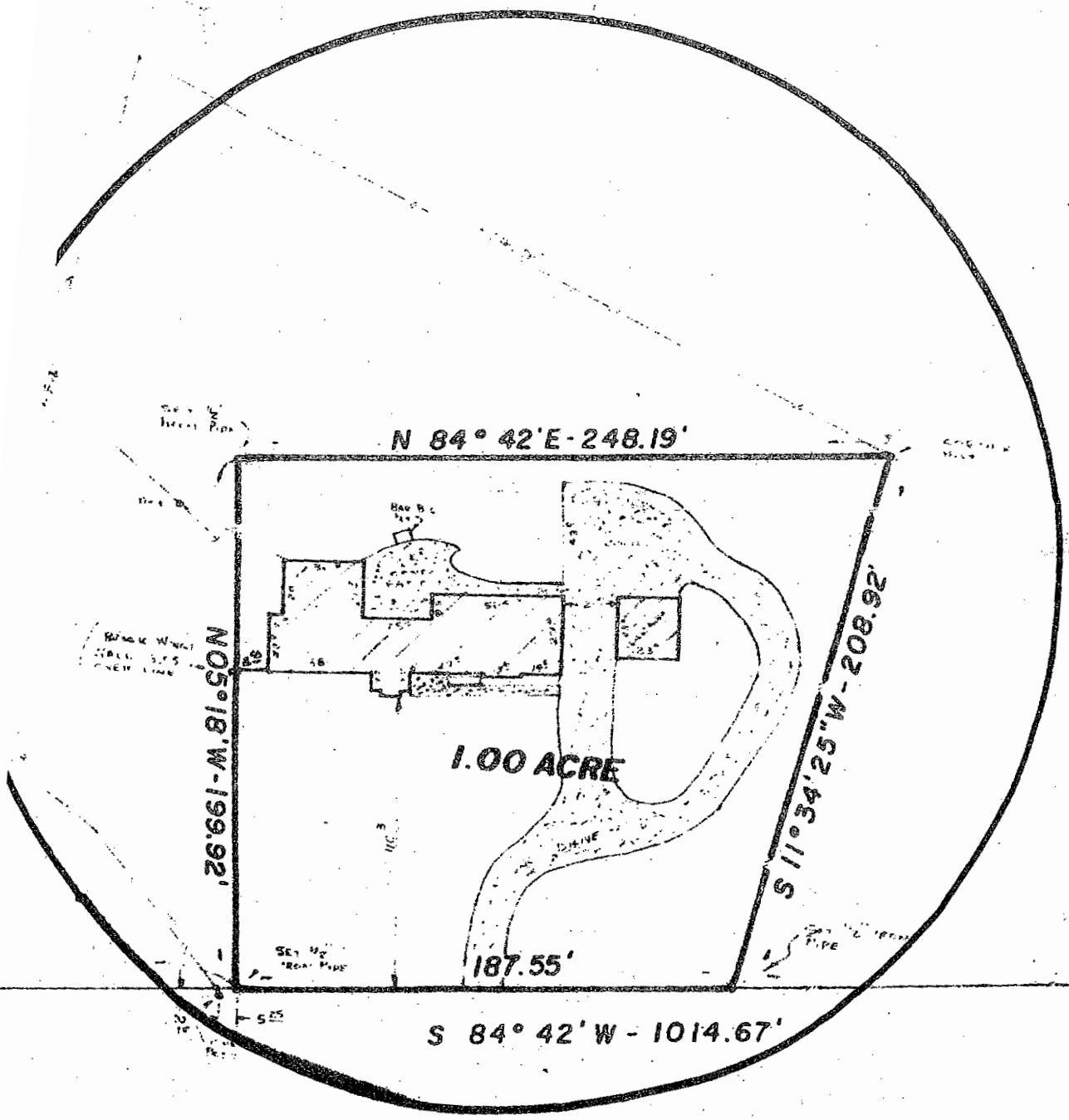
Land Uses of Adjoining Property:
(Agricultural, Single Family, Industrial, Business)

North	VACANT LAND
South	VACANT LAND
East	VACANT LAND
West	VACANT LAND

Is the proposed special use allowable in the current zoning designation? _____

Application Fees: $150.00 for Residential Use
$500.00 for Commercial Use

* Application # 20161922 - $500.00 pd by CK by ThriveChurch



M MARKET ROAD No. 1093

A. P. R. R.

www.fbcad.org/Map?PropertyQuickRefID=R33090

Search

HOME MAP FORMS / SUBMISSIONS DISTRICT INFORMATION DATA REQUESTS ONLINE PROTEST HELP ARB INFORMATION

Property Search Enter any combination of name, address, or property identifier advanced

Street Aerial Layers

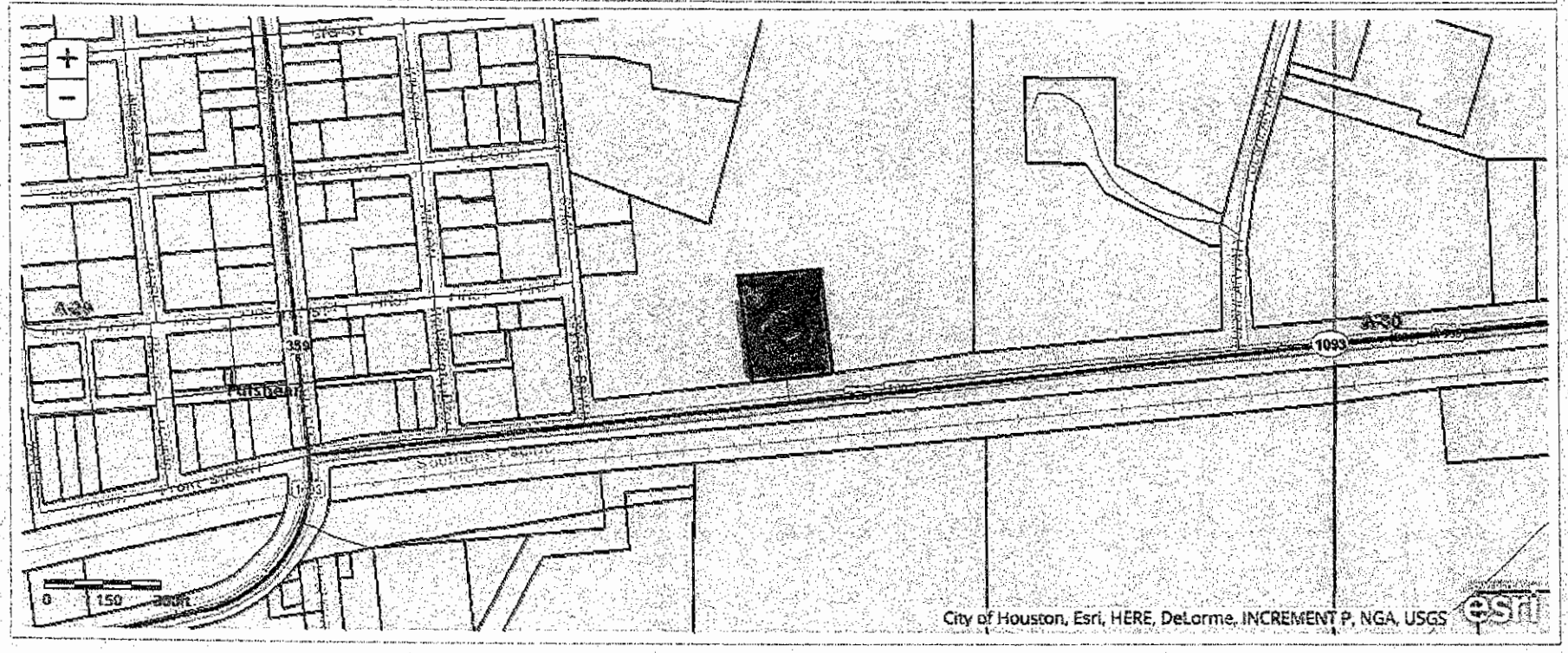
www.fbcad.org/Map?PropertyQuickRefID=R33090

Search

HOME MAP FORMS / SUBMISSIONS DISTRICT INFORMATION DATA REQUESTS ONLINE PROTEST HELP ARB INFORMATION

Property Search Enter any combination of name, address, or property identifier advanced

Street Aerial Layers



Parking Plan

30136 FM 1093

Fulshear, TX 77441

Our goal is a streamlined parking plan. Parking should be orderly and efficient.

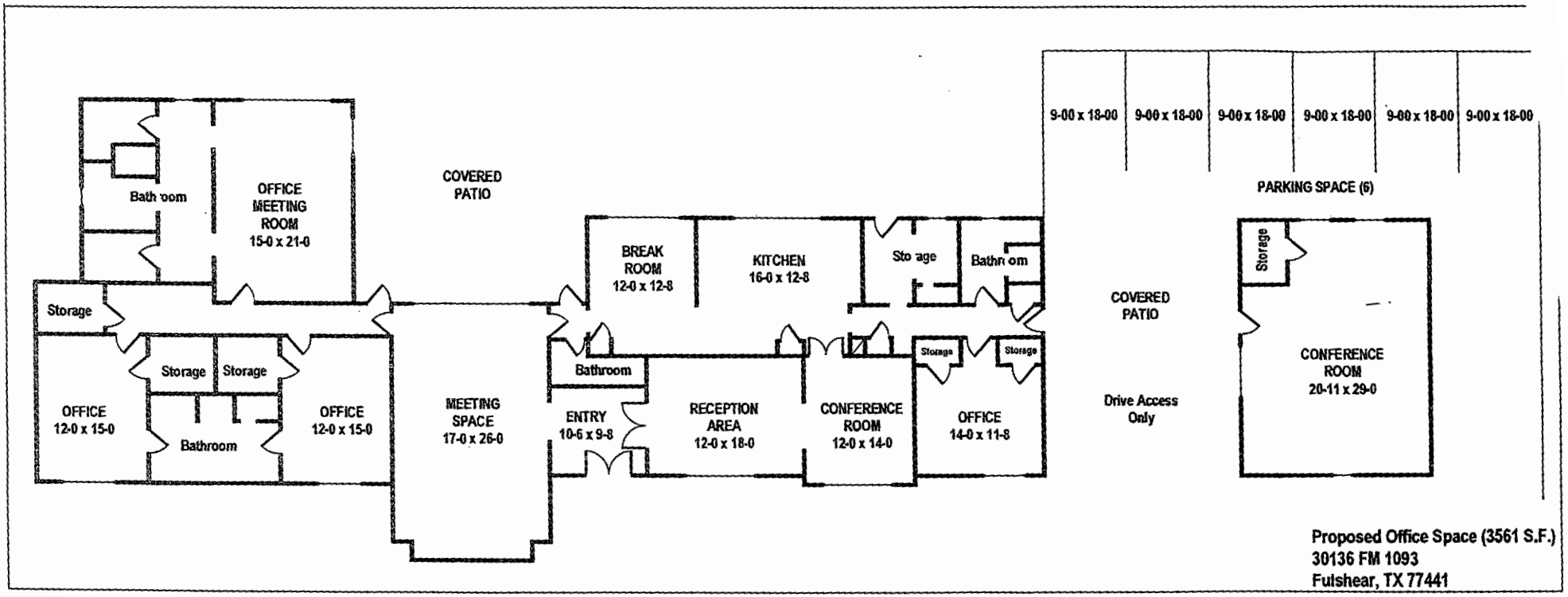
1. When entering the property, all traffic flows to the right.
2. Parking is in the rear of the garage, facing north.
3. All cars exit under the portico.
4. Signs will be posted stating entry and exit points.
5. Cars should not block the driveway at any time.

Special Use Request

30136 FM 1093

Fulshear, TX 77441

1. Request made that property address 30136 FM 1093, Fulshear, Texas 77441 be used as commercial office space only.
2. It is an existing single story building with no major modifications at this time.
3. Typical hours of operation will be 7 am to 6 pm.
4. Number of occupants will be 10 or less.
5. It will comply with all applicable sign regulations.


Bath oom
OFFICE
MEETING
ROOM
15-0 x 21-0
COVERED
PATIO
Storage
Storage
Storage
OFFICE
12-0 x 15-0
Bathroom
OFFICE
12-0 x 15-0
MEETING
SPACE
17-0 x 26-0
BREAK
ROOM
12-0 x 12-8
KITCHEN
16-0 x 12-8
Sto age
Bathr om
Bathroom
ENTRY
10-6 x 9-8
RECEPTION
AREA
12-0 x 18-0
CONFERENCE
ROOM
12-0 x 14-0
Storage
Storage
OFFICE
14-0 x 11-8
9-00 x 18-00
9-00 x 18-00
9-00 x 18-00
9-00 x 18-00
9-00 x 18-00
9-00 x 18-00
PARKING SPACE (6)
COVERED
PATIO
Drive Access
Only
Storage
CONFERENCE
ROOM
20-11 x 29-0
Proposed Office Space (3561 S.F.)
30136 FM 1093
Fulshear, TX 77441

Michelle Killebrew

To: admin@thrivechurch.com
Cc: cjsnipes@fulsheartexas.gov; Michael Ross
Subject: Special Use Request

Good morning,

I wanted to update you on the Special Use Request that you made for the property located at 30136 FM 1093. Late yesterday afternoon, CJ and myself went over the application and found deficiencies. I allowed the application to be processed due to the fact that the property did not have any other residential nearby even though it was missing most of the requirements set forth in the Zoning Ordinance. Seeing my error, we requested that the Special Use Request was postponed.
The following items need to be submitted for review and once I have them I will request a new hearing for City Council, I apologize for any inconvenience this might cause.

1. Survey: a survey prepared and stamped by a state registered land surveyor listing the metes and bounds, legal description and the gross acreage within the subject parcel.
2. Site plan: 20 full size 24x36 inch copies of the site plan detailing the current conditions including any and all buildings and parking plan, ingress and egress points, and landscaping.
3. Vicinity map: A general location map indicating the approximate location of the property (this can be included with the site plan)
4. We believe that there are other property owners within 300 ft of this property. Please submit the required stamped and addressed business size envelopes to all owners of the boundary within 300 feet as listed in the current county records. http://fbcad.org/

When we reschedule the Hearing someone must be there to represent the applicant to answer any questions that the City Council might have. I have attached a copy of the application requirements to better help you, you do not have to refill out the application nor do you have to pay additional fees.

If you have any questions regarding this email please feel free to contact me.

Permit us to serve you

Michelle Killebrew
City of Fulshear
Building Services Department
29378 McKinnon Rd. Suite C
Fulshear, TX 77441
(281) 346-8860 Office
(281) 346-8237 Fax

Michelle Killebrew

From: Michelle Killebrew
Sent: Thursday, December 08, 2016 4:20 PM
To: 'Admin'
Cc: Sharon Valiante
Subject: Property Owners

Good afternoon Tom,

Measuring from Google Earth and using the Fort Bend Central Appraisal District I found the following property owners.

1. Huggins Ranch Ltd, 3823 Elfand Circle Dallas Texas 75229
2. George Pickard Jr, PO Box 177 Waring TX 78074
3. Fulshear Real Estate, 4007 Penn Lane Richmond Texas 77406
4. HEB Grocery Company LP, 5 Sawdust Rd Suite B Spring Texas 77380
5. Fort Bend Country Troll Road Authority, 16555 Southwest Fwy c/o The Muller Law Group 16555 Southwest Fwy Suite 200 Sugarland Texas 77479
6. Metropolitan Transit Authority of Harris County, PO Box 61429 Houston Texas 77208
7. Brett Deshazo, PO Box 87 Fulshear Texas 77441
8. Vela Deshazo, 15707 Ensenada Drive Houston Texas 77083
9. Burgin Real Estate LLC, PO Box 395 Fulshear Texas 77441

I will need business envelopes addressed to each one with a stamp on it submitted along with your Special Use Request, you can verify my information by measuring on Google Maps and finding the owner information on http://www.fbcad.org/Map?PropertyQuickRefID=R65803

Permit us to serve you

Michelle Killebrew
City of Fulshear
Building Services Department
29378 McKinnon Rd. Suite C
Fulshear, TX 77441
(281) 346-8860 Office
(281) 346-8237 Fax

Receipt Inquiry

File Edit Options Help

Receipt	81924
Operator	MO Missy Ortiz
Terminal	8
Batch	07417 10/11/2016 PERMITS MO
Date	10/11/2016
Time	11:01

Payments

Method	Reference	Name	Amount
CHECK	3566	THRIVE CHURCH	500.00CR

Charges

Tran Code	SYS	Account #	Name	Amount
3.0000- BUILDING PERMITS	BP	20161922 2	THRIVE COMMUNITY CHURCH	500.00CR

Receipt

Return

mkirchner

Kimberly Kopecky

From: Michelle Killebrew
Sent: Thursday, January 05, 2017 12:02 PM
To: Kimberly Kopecky
Subject: FW: Special Use Request
Attachments: Special Use Application.pdf

Email to Applicant

From: Michelle Killebrew
Sent: Wednesday, November 16, 2016 9:13 AM
To: 'admin@thrivechurch.cc' <admin@thrivechurch.cc>
Subject: FW: Special Use Request

From: Michelle Killebrew
Sent: Wednesday, November 16, 2016 9:12 AM
To: 'admin@thrivechurch.com' <admin@thrivechurch.com>
Cc: cjsnipes@fulsheartexas.gov; Michael Ross <mross@fulsheartexas.gov>
Subject: Special Use Request

Good morning,

I wanted to update you on the Special Use Request that you made for the property located at 30136 FM 1093. Late yesterday afternoon, CJ and myself went over the application and found deficiencies. I allowed the application to be processed due to the fact that the property did not have any other residential nearby even though it was missing most of the requirements set forth in the Zoning Ordinance. Seeing my error, we requested that the Special Use Request was postponed.
The following items need to be submitted for review and once I have them I will request a new hearing for City Council, I apologize for any inconvenience this might cause.

1. Survey: a survey prepared and stamped by a state registered land surveyor listing the metes and bounds, legal description and the gross acreage within the subject parcel.
2. Site plan: 20 full size 24x36 inch copies of the site plan detailing the current conditions including any and all buildings and parking plan, ingress and egress points, and landscaping.
3. Vicinity map: A general location map indicating the approximate location of the property (this can be included with the site plan)
4. We believe that there are other property owners within 300 ft of this property. Please submit the required stamped and addressed business size envelopes to all owners of the boundary within 300 feet as listed in the current county records. http://fbcad.org/

When we reschedule the Hearing someone must be there to represent the applicant to answer any questions that the City Council might have. I have attached a copy of the application requirements to better help you, you do not have to refill out the application nor do you have to pay additional fees.

If you have any questions regarding this email please feel free to contact me.

Permit us to serve you

Michelle Killebrew
City of Fulshear
Building Services Department
29378 McKinnon Rd. Suite C
Fulshear, TX 77441
(281) 346-8860 Office
(281) 346-8237 Fax

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-8237
www.fulsheartexas.gov

How to Request a Special Use Permit

Special Use Permits take at a **minimum 90 days** to obtain and must obtain both the Planning Commission and the City Council Approval. Below are the steps needed to take in order to process the permit. Submission of all the paperwork and fees must be turned in to the Building Official at least **30 days** prior to the next Planning Commission Meeting. The Planning Commission meets on the 1st Friday of every month. We strongly advise that a pre meeting at the location for the special use permit takes place with the Building Official in order to go over all the requirements for the Change of Use. You may contact the Building Official and set up an Appointment at any time before or after submission of the Special Use Permit.

Requirements needed in order to submit a Special Use Permit:

1. Ownership Affidavit: A statement of ownership and control of the property and a statement describing the nature of the intended use. A statement indicating how the proposed development complies with the City's adopted comprehensive plan.
2. Vicinity Map: A general location map indicating the approximate location of the property.
3. Context Map: 20 full size, 24 x 36 inch copies of the context map. The context map should include; the existing features within 200 ft of the property, all buildings on the property, ingress and egress points, landscaping, pedestrian paths and property names.
4. Survey: a survey prepared and stamped by a state registered land surveyor listing the metes and bounds, legal description and the gross acreage within the subject parcel.
5. Site Plan: 20 full size, 24 x 36 inch copies of the site plan detailing the current conditions and proposed conditions of the property including the Lighting plan, Landscaping plan, Grading and drainage plan, Signage plan, Parking plan and Elevation plan as detailed in the ordinance. The City Officials may deem necessary for the plans to be stamped by Professional Engineer, Architect or Land Planner.
6. Traffic Impact Study: A traffic impact study must be submitted unless waived by the City Officials, completed by a certified traffic engineer as outlined in the ordinance.

7. Stamped and addressed business size envelopes (which do not include return addresses) to all owners of the property located within 300 feet of the boundary of the proposed conditional use, as listed in the current county records.
8. Application fee must be submitted for processing of the Special Use Permit
   $150.00 for Residential Use
   $500.00 for Commercial Use
9. Post a notice on the property in form of a sign, one sign per each 200 feet of frontage along a public street with a maximum of two signs posted per frontage. The sign shall be located so that the lettering is visible from the street. The sign shall state "The property has requested a Special Use Permit, for information regarding this request contact the City of Fulshear at 30603 FM 1093 Fulshear, Texas 77441, 281-346-1796. 2 Public Hearings will be held for this request."

Please provide a narrative explaining the reasoning and justification for the Special Use. The narrative should focus on the existing uses and zoning classification of the property and the general area surrounding the parcel. Discussion of the request and its general suitability to the current zoning designation and the future development vision of the area should also be addressed. Please be prepared to discuss these and other related concepts at the public hearing.

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-8237
www.fulsheartexas.gov

ZONING SPECIAL USE APPLICATION

Date of Application: _____

Property Address: _____

Legal Description of the property: _____

Property Owner Name(s): _____

Address: _____

Phone Number: _____ Email Address: _____

Applicant/Agent: _____
Attach letter of authorization along with this application

Address: _____

Phone Number: _____ Email Address: _____

Zoning District: _____ **Current use of property:** _____

Requested use of the property: _____

Land Uses of Adjoining Property:
(Agricultural, Single Family, Industrial, Business)

North	
South	
East	
West	

Is the proposed special use allowable in the current zoning designation? _____

Application Fees: $150.00 for Residential Use
$500.00 for Commercial Use

Woodham Family Trust

J. Fred Woodham Trustee

63 Big Chief Trail, Bozeman, MT 59718

November 15, 2016

Micheal Killebrew

I Fred Woodham approve the application for Special Use Permit for the property at 30136 F.M. 1093 Fulshear Texas.

J. Fred Woodham

Kimberly Kopecky

From: Michelle Killebrew
Sent: Thursday, January 05, 2017 12:01 PM
To: Kimberly Kopecky
Subject: FW: Special Use Permit
Attachments: Special Use Permit approval letter.pdf

Woodham letter of authorization

From: J. Fred Woodham [mailto:fbwoodham@gmail.com]
Sent: Tuesday, November 15, 2016 5:49 PM
To: Michelle Killebrew <mkillebrew@fulsheartexas.gov>
Subject: Special Use Permit

Micheal,

Please find attached letter of approval.

--
Sincerely,
J. Fred Woodham

63 Big Chief Trail
Bozeman, MT 59718

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

AGENDA OF:	Feb 21, 2017	**AGENDA ITEM:**	
DATE SUBMITTED:	February 17, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	Michelle Killebrew, Building Official	**PRESENTER:**	Michelle Killebrew, Building Official
SUBJECT:	**Special Use Request – 30415 5th Street**		
ATTACHMENTS:	**Application, Site plan, Survey, and other documents**		

EXPENDITURE REQUIRED:	$0
AMOUNT BUDGETED: **ACCOUNT:** Development Services	$0
ADDITIONAL APPROPRIATION REQUIRED: **ACCOUNT NO:**	$0

EXECUTIVE SUMMARY

Goki Development is requesting a Special Use Permit for the property located at 30415 5th Street. The property is within the Downtown District and has been used as Commercial Property. They recently demolished a car wash building and would like to build a 6000 sqft office/fitness center. The property currently has 2 buildings existing, with the current uses being, offices and warehouse. The uses for the overall site will include, offices, warehouse, and fitness center, they are also requesting that a small restaurant not larger than 2000 sqft be allowed.

Goki Development is in the process of working with their Architect to meet all of the Architectural Design requirements, the plan shows 1 tree and 2 shrubs for each parking median however, they have agreed to correct the plans to reflect the 2 trees and 4 shrubs as required under the Zoning Ordinance for parking medians. There will be no additional landscaping added to this project.
Under the landscape Ordinance number 06-936 Section 6 (a) (1-2) for the Downtown Fulshear area 10% of the lot area not covered by structure should be utilized for landscaping. The street frontage of every lot should contain 1 3" caliper live oak tree every 30 feet.

Goki Development is requesting a variance along with this application for the parking requirements.
Existing Buildings 14,300 sqft / 250 sqft = 58 space required
New Building 3000 sqft / 200 sqft (fitness center) = 15 space required
3000 sqft / 250 sqft (business) = 12 spaces required
Total Required parking = 85 spaces required
Ordinance number 2012-1069 Section 1-164 (3) (d)

They currently have a total of 28 parking spaces are providing a total of 18 new spaces for the new building, which will give them a total of overall 46 parking spaces, which is a total of 39 parking space variance.

They have provided the following documents as required by the Special Use Application which include:

Owner Affidavit: The owner of the property is the applicant
Vicinity Map: Provided
Context Map: Provided as content with the site plan
Survey: Provided along with meets and bounds of the property
Site Plan: Provided
Notification to the public: Provided and City sent the letters to all neighbors within 300 as provided by the applicant (see attached letter along with the list of neighboring property's)
Application Fee: Fee has been paid by the applicant
Sign Notification on the property: The sign has been duly posted by the applicant

Traffic Impact Study: This has been waived by city administration for this specific request

Planning & Zoning Commission Hearing: Was held on Feb 3, 2017 and unanimously recommended approval with the condition that only the uses provided by the applicant are allowed unless they resubmit a Special Use Request due to parking constraints. The recommendation was to allow only the following uses: Office, Warehouse, Fitness Center, Barber Shop, & Restaurant under 2000 sqft.

They must comply with all of the City Ordinances with a variance to the parking requirements and landscaping requirements for area of 10% of the lot not covered by structures having to be landscaped.

Special Use Permit

APPLICANT/OWNER: Goki Development Corporation

ADDRESS OF PREMISES: 30415 Fifth Street Fulshear, TX 77441

REQUESTING: to permit the use of a Structure to be Commercial use

HEARING DATE: 2-3-2017

PLANNING AND ZONING COMMISSION REVIEW

✓ GRANTED

____ DENIED

____ RETURNED FOR ADDITIONAL DATA

COMMENTS/CONDITIONS: USE RESTRICTED TO THOSE SPECIFICALLY REQUESTED (OFFICE, WAREHOUSE, FITNESS CENTER, BARBER SHOP, RESTAURANT 2000 SF OR LESS) DUE TO PARKING LIMITATIONS. OTHER USES REQUIRE NEW SUP.

CHAIRMAN SIGNATURE: [signature] DATE: 3 FEB 2017

"The Planning and Zoning Commission finds that granting the Special Use Permit will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood."

CITY COUNCIL REVIEW

____ GRANTED

____ DENIED

SIGNATURE: _____ DATE: _____

PUBLIC HEARING
Notice of Special Use Request

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold a Public Hearing. The hearing will be held by the City Council on February 21, 2017 at 7:00 p.m. in the City Council Chambers of the City of Fulshear, located at 30603 FM 1093 at which time and place all interested persons will be given an opportunity to be heard.

The location of the premises in question is located in the Downtown District, 1.09 Acres out of the Churchill Fulshear League Block 27, specifically the address is 30415 5th Street Fulshear, Texas 77441.

The applicant is seeking a Special Use Request pursuant to the Zoning Ordinance so as to permit the use of a structure to be Commercial Use.

Specific relief is requested from Section 1-193 (c) (2) (g) which states that the use of office within the Downtown District is permitted if they are approved in the process outlined in section 1-283.

The applicant is also requesting a variance to the Zoning Ordinance for relief of the required parking, from Section 1-164 (3) (d).

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board/Council.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

City Secretary Number: 281-346-1796 X204

Posted: 2-3-2017

2-3

City of Missouri

PUBLISHER'S AFFIDAVIT

2010-1028CC

5th St.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Lee Hartman who being by me duly sworn, deposes and says that he is the Publisher of *Fort Bend Herald* and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. it devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;

(CLIPPING) (S)
on Back

2. it is published at least once each week;

3. it is entered as second-class postal matter in the county where it is published; and

4. it has been published regularly and continuously since 1959.

5. it is generally circulated within Fort Bend County.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date(s) to wit:

2-3

_____, A.D. 2017

Lee Hartman
Publisher

SUBSCRIBED AND SWORN BEFORE ME by Lee Hartman, who

__X__ a) is personally known to me, or

_____ b) provided the following evidence to establish his/her identity, _____

on this the 6th day of February, A.D. 2017 to certify which witness my hand and seal of office.

Notary Public, State of Texas

KIMBERLY L. RODRIGUEZ
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 04-01-2018
NOTARY ID 12976888-4

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Notice of Special Use Request

1/17/2017
TO WHOM IT MAY CONCERN;

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold two Public Hearings; the first Public Hearing will be held by the Planning and Zoning Commission on February 3, 2017 at 8:30 a.m., the second hearing will be held by the City Council on February 21, 2017 at 7:00 p.m. both hearings will be in the City Council Chambers of the City of Fulshear, located at 30603 FM 1093 at which time and place all interested persons will be given an opportunity to be heard.

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If you have any questions regarding this request please call the City Secretary's office at 281-346-1796.

Sincerely,

Michelle Killebrew
Building Official

Applicant submitted letters to notify the following persons within 300 ft of this application:

Jamie & Martha Roberts – PO BOX 26, Fulshear TX 77441
Jackie & Bernice Gilmore – PO BOX 622, Fulshear TX 77441
Saul Yousefpor – PO BOX 190, Fulshear TX 77441
Madtuck Holdings LP – PO BOX 947, Fulshear TX 77441
Jumon Properties LLC – 2123 Winged Foot Drive, Missouri City TX 77459
Frances Doucette – 2916 Velero, Grand Prairie TX 75054
Viola Randle – PO BOX 182, Fulshear TX 77441
Bertha Rogers – PO BOX 1, Fulshear TX 77441
Postmaster – 8055 FM 359 Road S, Fulshear TX 77441
Carole Ann McCann – PO BOX 33, Fulshear TX 77441
Pride of Austin – 401 Congress Ave Suite 1504, Austin TX 78701
Fort Bend County Library – 301 Jackson Street, Richmond TX 77469
Derrick Woods – PO BOX 172, Fulshear TX 77441
Michael Martini – PO BOX 909, Fulshear TX 77441
Casey Property LLC – PO BOX 424, Fulshear TX 77441
Thomas Blackburn – PO BOX 999, Brookshire TX 77423

CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-8237
www.fulsheartexas.gov

ZONING SPECIAL USE APPLICATION

Date of Application: 1-11-2017

Property Address: 30415 5th Street, Fulshear, Tx. 77441

Legal Description of the property: _____

Property Owner Name(s): GoKi Development Corporation

Address: P.O. Box 158, Fulshear, Texas 77441

Phone Number: 281-346-1937 **Email Address:** wgjconstruction@aol.com gordonchristin@yahoo.com wintergordonjr@gmail.com

Applicant/Agent: GoKi Development Corporation / Winter Gordon

Attach letter of authorization along with this application

Address: P.O. Box 158, Fulshear, Tx. 77441

Phone Number: 281-346-1937 **Email Address:** gokidevelopmentcorp@gmail.com

Zoning District: Downtown **Current use of property:** Commercial Use

Requested use of the property: Commercial use

Land Uses of Adjoining Property:
(Agricultural, Single Family, Industrial, Business)

North	Buisiness
South	Single Family
East	Buisiness
West	Buisiness

Is the proposed special use allowable in the current zoning designation? YES

Application Fees: $150.00 for Residential Use
$500.00 for Commercial Use

RECEIVED
REGISTRATION & PERMIT DEPT

JAN 12 2017

CITY OF FULSHEAR
FULSHEAR, TX 77441

January 17, 2017

To Whom This May Concern:

We at GOKI Development Corp. are asking for a Variance to the parking required for our new building at 30415 5th Street Fulshear,TX. We don't currently have any parking issues nor foresee any problems in the future with our new building expansion.

Sincerely,

Winter Gordon Jr

Winter Gordon, Jr.
President

GOKI DEVELOPMENT CORPORATION
P.O. Box 158 Fulshear, Texas 77441
Phone 281.346.1937
Fax 281.346.1941

Property	Owner	Property Address	2016 Assessed Value
R213686	GOKI DEVELOPMENT CORP	30417 5TH ST, FULSHEAR, TX 77441	$846,570

2016 GENERAL INFORMATION

Property Status	Active
Property Type	Real Commercial
Legal Description	FULSHEAR, BLOCK 27 (PT), ACRES 1.0875
Neighborhood	Fulshear Industrial Office Whse Multiple Tenant
Account	3380-00-027-0020-901
Related Properties	P285849, P319068, P329249, P332249, P332250, P339919, P339920, P339924, P341515, P341516
Map Number	A-027-J

2016 OWNER INFORMATION

Owner Name	Goki Development Corp
Owner ID	O0069701
Exemptions	
Percent Ownership	100%
Mailing Address	PO Box 158 Fulshear, TX 77441-0158

2016 VALUE INFORMATION

Improvement Homesite Value	$0
Improvement Non-Homesite Value	$470,030
Total Improvement Market Value	$470,030
Land Homesite Value	$0
Land Non-Homesite Value	$376,540
Land Agricultural Market Value	$0
Total Land Market Value	$376,540
Total Market Value	$846,570
Agricultural Use	$0
Total Appraised Value	$846,570
Homestead Cap Loss	-$0
Total Assessed Value	$846,570

2016 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
C04- City of Fulshear		$0	$846,570	0.156901	0
CAD- Fort Bend Central Appraisal District		$0	$846,570	0	0
D01- Ft Bend Drainage		$0	$846,570	0.016	0
G01- Ft Bend Co Gen		$0	$846,570	0.458	0
R05- Ft Bend Co ESD 4		$0	$846,570	0.1	0
S01- Lamar CISD		$0	$846,570	1.39005	0
TOTALS				2.120951	

2016 IMPROVEMENTS

Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area	Market Value
-	F1 - Real Commercial	No	-	$134,370

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	-	2005	1,540	$70,140	Details
2	-	1997	1,440	$12,100	Details
3	Paving Concrete	2007	14,680	$52,130	Details

Improvement #2	State Code	Homesite	Total Main Area	Market Value
-	F1 - Real Commercial	No	-	$256,120

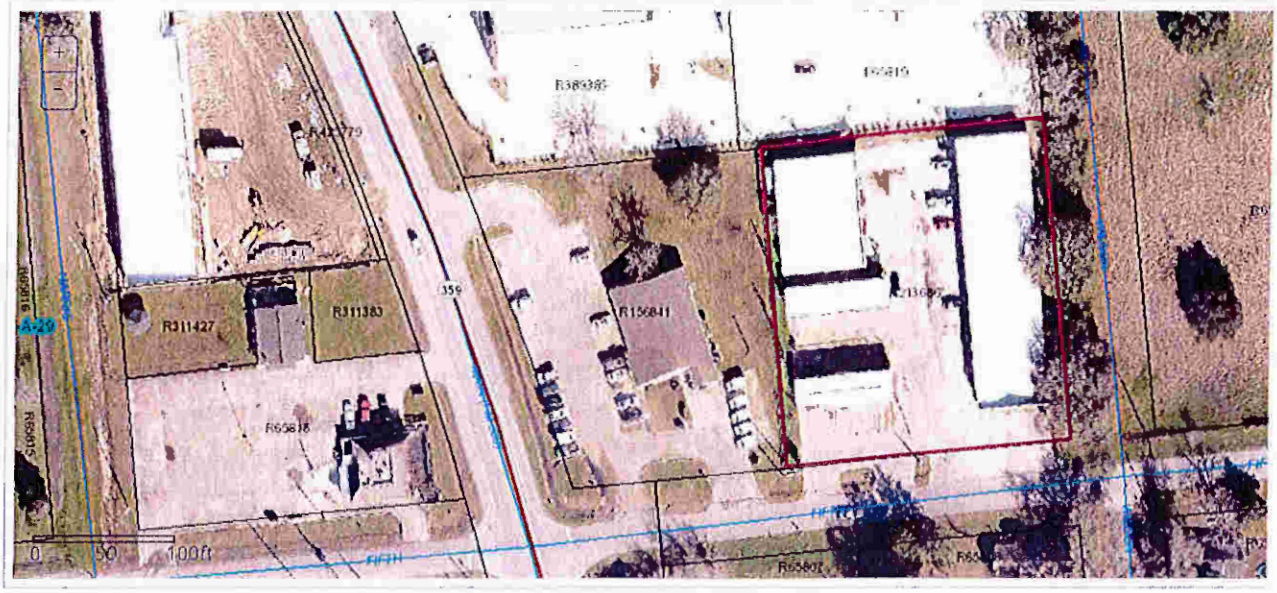
RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	-	2007	4,800	$240,480	Details
2	Paving Concrete	1997	10,600	$15,640	Details

Improvement #3	State Code	Homesite	Total Main Area	Market Value
-	F1 - Real Commercial	No	-	$791,740

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	-	2007	9,500	$791,740	Details

2016 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial Primary	F1 - Real Commercial	No	$361,060	$0	47,150 Sq. ft
TOTALS					47,150 Sq. ft / 1.082415 acres



DISCLAIMER

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GOKI
DEVELOPMENT CORPORATION

January 10, 2017

To Whom This May Concern:

We at GOKI Development Corp. are proud to be a part of the Fulshear, Texas community. We have been supporters of this community from our company's inception. We strive for excellence and want to provide our neighbors with the best facilities possible. We have taken down our previous self-serve carwash and see the need for a retail/warehouse space to go in its place.

We already have tenants waiting to move in their potential spaces and serve Fulshear residents with their businesses. Many Residents are awaiting their grand openings.

The space that we plan to build will house an Insurance Agency, a Barber Shop, and CrossFit Center. We believe this will benefit our community along with adding to the agenda of making our city beautiful.

Office, Retail, Warehouse, Fitness Center, and/or a Small Restaurant not larger than 2000sq.ft are other potential uses for future tenants.

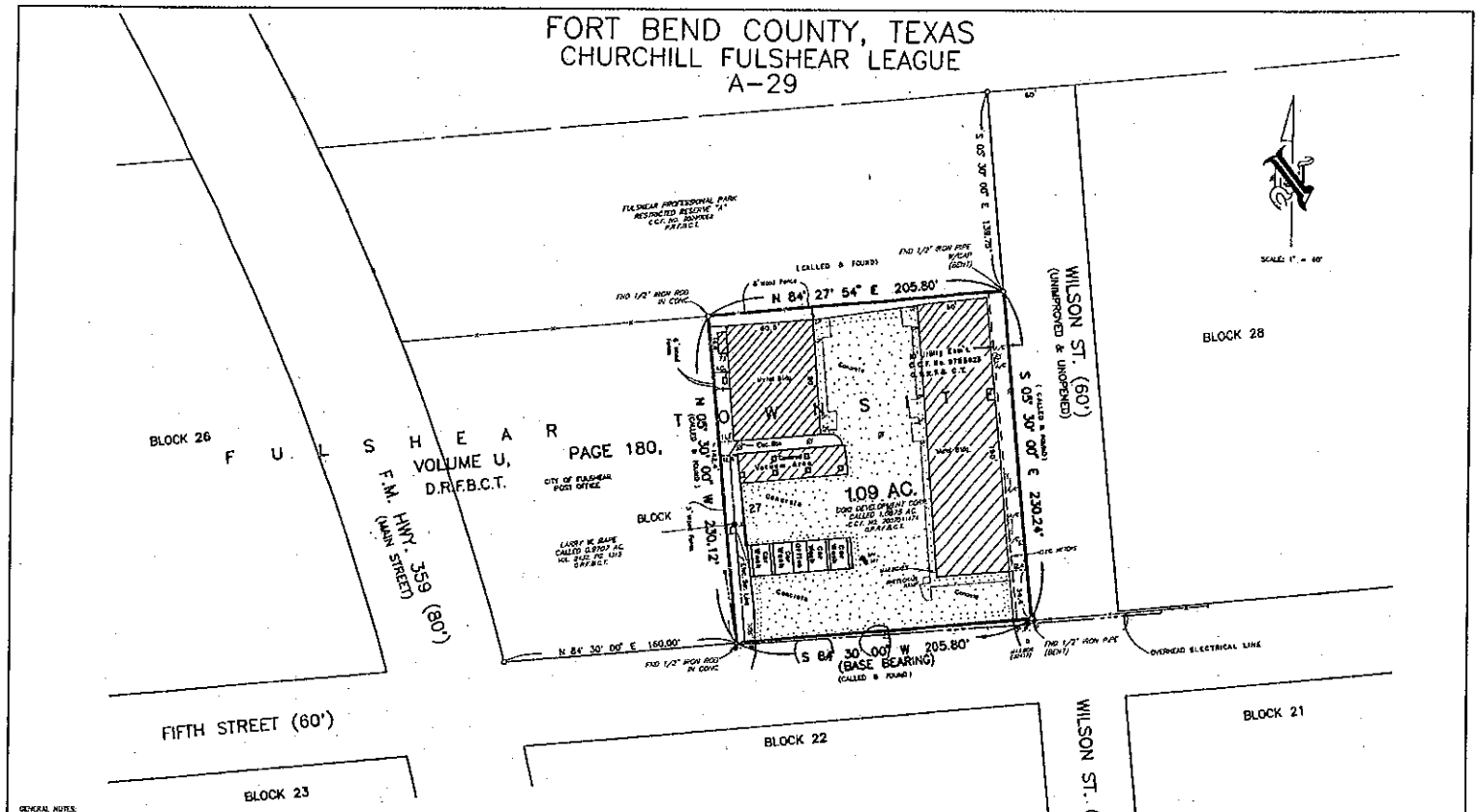
If you have any questions, Please feel free to contact us at 281.346.1937.

Sincerely,

Winter Gordon, Jr.
President

GOKI DEVELOPMENT CORPORATION
P.O. Box 158 Fulshear, Texas 77441
Phone 281.346.1937
Fax 281.346.1941

FORT BEND COUNTY, TEXAS
CHURCHILL FULSHEAR LEAGUE
A-29



GENERAL NOTES:

1. This tract lies within Zone "X" of the Flood Insurance Rate Map, Community No. 481488, Map Number 48157C0265L, Panel 85, Suite "L" dated April 2, 2014, for Fort Bend County, Texas and Incorporated areas.
   Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

   The location of the flood zone lines shown hereon were determined by scaling from sole FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.
2. A current title report was not available at the time of this survey, therefore it is possible that all easements of record may not be shown hereon.
3. Bearings are based upon the south line of the subject tract as being South 84° 30' 00" West (called South 84° 30' 00" West).
4. Fences shown hereon are graphic only with dimensional ties shown at specific locations where they were physically measured. The fence line may meander between sold measured locations. The dimensions showing the distance between the fence and the property line also indicates which side of the property the fence is on.
5. The surveyor was not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
6. Visible improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
7. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
8. Tract may be subject to local jurisdictional platting requirements.
9. This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.
10. For reference and further description, see metes and bounds description, job number R8000-0109-01, prepared by Jones|Carter on same date.

☐ WATER METER

Ø CLEAN OUT

☒ TELEPHONE PEDESTAL

GP GUARD POST

Subject to the General Notes shown:

We, Jones|Carter, acting by and through Chris D. Kalkomey, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Surveyed: 08-17-2016

STATE OF TEXAS REGISTERED CHRIS D. KALKOMEY 5869 PROFESSIONAL LAND SURVEYOR

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@jonescarter.com

SURVEY
OF
1.09 ACRES
OUT OF THE
CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS
AUGUST 2016

JONES|CARTER
CHARLIE KALKOMEY SURVEYING DIVISION
Trust Board of Professional Land Surveying Registration No. 10044100
6330 Reading Road • Rosenberg, Texas 77471 • 281.342.2033

JOB No. R8000-0109-01

DWG. No. 10022

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 1.09 acre tract of land in the Churchill Fulshear League, Abstract 29, City of Fulshear, Fort Bend County, Texas, being that certain called 1.0875 acre tract described in deed recorded under County Clerk's File Number 2007041474, Official Public Records, Fort Bend County, Texas, with all bearings based on the south line of said called 1.0875 acre tract as being South 84 degrees 30 minutes 00 seconds West (called South 84 degrees 30 minutes 00 seconds West).

BEGINNING at a ½ inch iron rod found in concrete in the north right-of-way line of Fifth Street for the southwest corner of said called 1.0875 acre tract, same being the southeast corner of an adjoining called 0.9707 acre tract described in deed recorded in Volume 2432, Page 1215, Official Records, Fort Bend County, Texas, for the southwest corner and **Place of Beginning** of the herein described tract;

THENCE North 05 degrees 30 minutes 00 seconds West (called North 05 degrees 30 minutes 00 seconds West) along the west line of the herein described tract and the west line of said called 1.0875 acre tract, same being the east line of said adjoining called 0.9707 acre tract, 230.12 feet (called 230.12 feet) to a ½ inch iron rod found in concrete for the northwest corner of the herein described tract and the northwest corner of said called 1.0875 acre tract, same being the northeast corner of said adjoining called 0.9707 acre tract, and being in the south line of the adjoining Restricted Reserve "A" of Fulshear Professional Park, according to map or plat thereof recorded under County Clerk's File Number 20090068, Plat Records, Fort Bend County, Texas;

THENCE North 84 degrees 27 minutes 54 seconds East (called North 84 degrees 27 minutes 54 seconds East) along the north line of the herein described tract and the north line of said called 1.0875 acre tract, same being the south line of said adjoining Fulshear Professional Park, 205.80 feet (called 205.80 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" (bent) found for the northeast corner of the herein described tract and the northeast corner of said called 1.0875 acre tract, same being the southeast corner of said adjoining Fulshear Professional Park, and being in the west right-of-way line of Wilson Street (unimproved and unopened);

THENCE South 05 degrees 30 minutes 00 seconds East (called South 05 degrees 30 minutes 00 seconds East) along the east line of the herein described tract and the east line of said called 1.0875 acre tract, same being the west right-of-way line of Wilson Street, 230.24 feet (called 230.24 feet) to a ½ inch iron pipe (bent) found for the southeast corner of the herein described tract and the southeast corner of said called 1.0875 acre tract, said point being at the intersection of the west right-of-way line of Wilson Street with the north right-of-way line of said Fifth Street;

THENCE South 84 degrees 30 minutes 00 seconds West (called South 84 degrees 30 minutes 00 seconds West) along the south line of the herein described tract and the south line of said called 1.0875 acre tract, same being the north right-of-way line of Fifth Street, 205.80 feet (called 205.80 feet) to the **Place of Beginning** and containing 1.09 acres of land, more or less.

For reference and further description see Survey Plat No. 10022 prepared by the undersigned on same date.

August 17, 2016

Job Number R8000-0109-01

Jones | Carter
Charlie Kalkomey Surveying Division
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

NEW OFFICE BUILDING - SUITES "C", "D" & "E"

50417 5TH STREET FULSHEAR, TEXAS 77441

for

GOKI DEVELOPMENT CORPORATION

KERL AND ASSOCIATES

ARCHITECTURE/INTERIORS/ PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT

2415 1/2 OAKDALE ST., #02 HOUSTON, TEXAS 77004

OFF 832-335-4570 FAX: XXX-XXX-XXXX

REGISTERED ARCHITECT DON B. KERL 11583 STATE OF TEXAS

EXP. DATE: 02.28.17

TDLR PROJECT #: EABPRJB7804366

INDEX OF DRAWINGS:

G0.00 COVERSHEET, DRAWING INDEX, ETC.
G0.01 BLDG.CODE & PARKING ANALYSIS
G0.02 HANDICAPPED ACCESS REQUIREMENTS

C1.00 CIVIL SITE AND GRADING PLAN AND DETAILS
C1.00 INLET DETAILS

L1.00 LANDSCAPING PLANS & DETAILS

A0.00 DEMO & NEW SITE PLAN AND DETAILS
A1.00 OVERALL BUILDING FLOOR PLAN
A1.10 PARTITION TYPES & UL DESIGN DATA
A3.00 BUILDING ELEVATIONS
A4.00 BUILDING SECTIONS & DETAILS

S1.0 FOUNDATION PLAN & DETAILS

MEP-1.0 MEP SITE PLAN
E-1.0 SYMBOLS & ABBREV, TYP. RISER DIAGRAMS

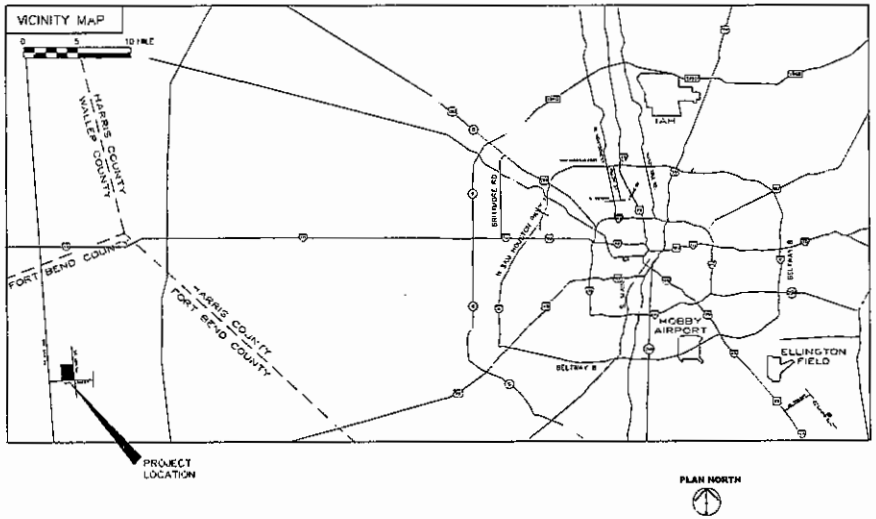
A0.00-C FITNESS CENTER - LEASE 'C' DRAWNGS:
A2.00-C FLOOR PLAN & INT. ELEVATIONS
A2.10-C REFLECTED CEILING PLAN
M1.0-C HVAC PLANS
P1.0-C PLUMBING PLANS & RISER DIAGRAMS
M2.1-C HVAC SCHEDULES & DETAILS
E2.0-C LIGHTING PLAN & PANEL SCHEDULES
E2.1-C POWER PLAN

A0.00-D BARBER SHOP - LEASE 'D' DRAWNGS:
A2.00-D FLOOR PLAN, RCP & INT ELEVATIONS
MP2.0-D HVAC & PLUMBING PLANS
MP2.1-D HVAC & PLUMBING SCHEDULES & DETAILS
E2.0-D POWER & LIGHTING PLAN, PANEL SCHEDULES

A00.0-E INS OFFICE - LEASE 'E' DRAWNGS:
A2.00-E FLOOR PLAN, RCP & INT ELEVATIONS
MP2.0-E HVAC & PLUMBING PLANS, RISERS
MP2.1-E HVAC & PLUMBING SCHEDULES & DETAILS
E2.0-E POWER & LIGHTING PLAN

METAL BUILDING PERMIT DRAWINGS (19 SHEETS)

PROJECT LOCATION MAP



DOCUMENTS ISSUED FOR REGULATORY APPROVAL AND CONSTRUCTION PURPOSES: JANUARY 09, 2017

NOTE:

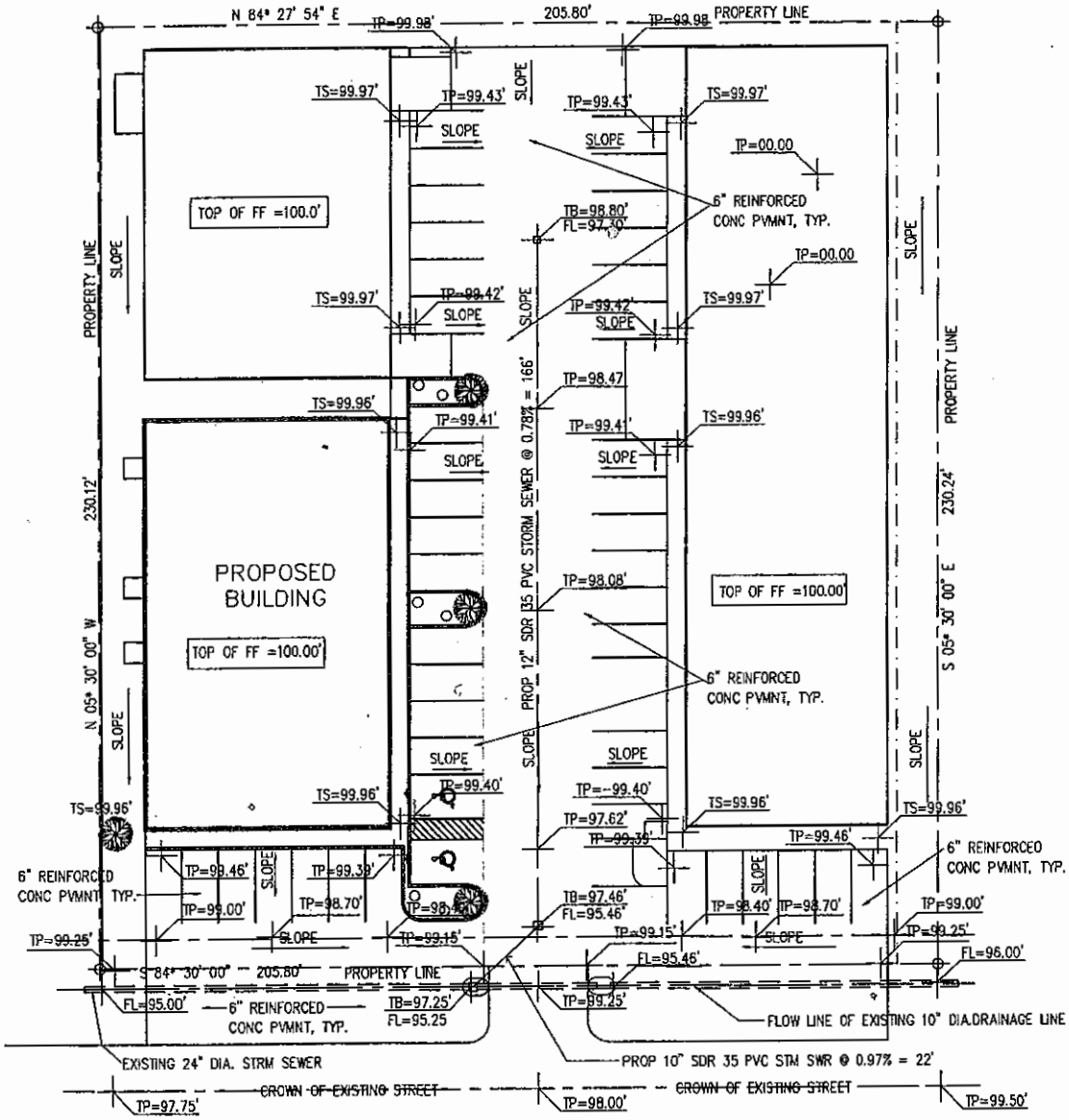
KERL & ASSOCIATES ARCHITECTS WILL NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR PLAN DEVIATIONS DURING CONSTRUCTION OF THIS DOCUMENT SET WITHOUT EXPRESSED WRITTEN AUTHORIZATION.

FLOOD ZONE INFORMATION:

* PROPERTY APPEARS TO BE LOCATED OUT OF THE 100 YEAR FLOOD PLAIN & LOCATED IN FLOOD INSURANCE RATE MAP, COMMUNITY NO. 481488, PANEL, SUFFIX "L" DATED APRIL 2, 2014, FOR FORT BEND COUNTY, TEXAS.

LEGAL DESCRIPTION:

1.09 ACRES OF THE EAST PORTION OF BLOCK 27 OUT OF THE THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 28, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS



5TH STREET

#5 (GRADE 40) L x 36" AT 18

ROADWAY PAVEMENT

KEYED CONSTRUC

1 SITE PLAN

SCALE: 1" =20'-0"

LEGEND:

TP	TOP OF PAVEMENT
TS	TOP OF SIDEWALK
TB	TOP OF CATCH BASIN
FL	FLOW LINE
FF	FINISHED FLOOR

PLAN NORTH

GENERAL NOTES:

ALL EXISTING ELEVATIONS USED AS BASE REFERENCES SUPPLIED BY OTHERS.

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	TBD
DATE SUBMITTED:	February 17, 2017	**DEPARTMENT:**	Police Department
PREPARED BY:	Lynn Raymer Exec. Assistant	**PRESENTER:**	Kenny Seymour Chief of Police
SUBJECT:	**2016 Racial Profiling Report**		
ATTACHMENTS:	None		

EXPENDITURE REQUIRED:	$0
AMOUNT BUDGETED:	$0
FUNDING ACCOUNT:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	NO
FUNDING ACCOUNT:	N/A

EXECUTIVE SUMMARY

Chief Kenny Seymour, Fulshear Police Department, will present to Council the 2016 Racial Profiling Report.

RECOMMENDATION

No action is required by Council.

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	TBD
DATE SUBMITTED:	February 14, 2017	**DEPARTMENT:**	Police Department
PREPARED BY:	Lynn Raymer Exec. Assistant	**PRESENTER:**	Kenny Seymour Chief of Police
SUBJECT:	**Federal DEA Seizure Money**		
ATTACHMENTS:	1. Del Carmen Consulting, LLC Invoice		

EXPENDITURE REQUIRED:	$2,950.00
AMOUNT BUDGETED:	$0
FUNDING ACCOUNT:	950-1103-057 / FED DEA SEIZURE
ADDITIONAL APPROPRIATION REQUIRED:	NO
FUNDING ACCOUNT:	FEDERAL DEA SEIZURE

EXECUTIVE SUMMARY

Fulshear Police Department presents Council with the request to expense Del Carmen Consulting, LLC invoice pertaining to Racial Profiling Training from the Police Department Federal DEA Seizure account.

RECOMMENDATION

Staff recommends that City Council adopt this Policy.

2/14/17 950-1103-057
Fed. DEA Seizure Funds
lz

Del Carmen Consulting, LLC.
3051 Trevino
Grand Prairie, Texas 75054
(817) 681-7840
EIN: 45-051-4621

Invoice No. 879913986998

INVOICE

Customer

Name: City of Fulshear
Address: 29370 McKinnon Rd. Suite D
City: Fulshear State: TX ZIP 77441
Phone:

Date: 2/9/17
Contract No.:
P.O. No.:
FOB:

Units	Description	Unit Price	TOTAL
1	Training on Racial Profiling	$2,950.00	$2,950.00

	SubTotal	$2,950.00
	Shipping & Handling	
Taxes	State	
	TOTAL	$2,950.00

Signature:

Office Use Only

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	Cost Sharing Agreement - NFBWA
DATE SUBMITTED:	February 13, 2017	**DEPARTMENT:**	Public Works/Utilities
PREPARED BY:	Sharon Valiante Director of Public Works	**PRESENTER:**	Sharon Valiante, Director of Public Works
SUBJECT:	**Enrollment in Larry's Tool Box – Irrigation System Cost Sharing Agreement with North Fort Bend Water Authority**		
ATTACHMENTS:	1. City of Fulshear Enrollment 2. Irrigation System Evaluations Cost Sharing Agreement 3. Map of NFBWA		

EXPENDITURE REQUIRED:	$2080, contingent on participation by resident
AMOUNT BUDGETED:	0
ACCOUNT NO.:	500-5-000-5510-09
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

The City of Fulshear (City) joined the North Fort Bend Water Authority (NFBWA) Ground Water Reduction Plan (GRP) to comply with the Fort Bend Subsidence District's Groundwater Reduction requirements within area A. The NFBWA created a 24-person conservation committee with a vision to promote efficient water usage and ensure water is available for generations to come. The committee created a NFBWA Toolbox, or what is better known as Larry's Toolbox, that allows the participants the opportunity to get a rebate on the cost of their water usage. The current pumpage fee for the NFBWA is $3.05/1,000 gallons. To qualify for the rebate, participants have to earn 7 points which in turn will provide a 10¢/1,000 gallons' rebate.

City staff reviewed the toolbox program options and enrolled in January of 2017. One of the programs that staff looked at that should effectively provide a positive incentive, is the Residential Irrigation System Evaluation. The evaluation is performed by licensed irrigators, provides a $15 incentive to the resident, requires the city to provide half of the fee to perform the irrigation ($32.50/residential site). The program is worth 2 points with a goal to reach 2% of all our residential connections. One of the benefits of the program is that the goals are attainable, but aren't mandatory to achieve. The intent is show the effort and to offer the incentive for consideration.

The City currently has right at 3200 of residential connections. With the 2% goal, we would expect to have to provide roughly $ 2,080 at a minimum per year.

RECOMMENDATION

Staff recommends Council authorize the Mayor to execute the Irrigation Systems Evaluation Cost Sharing Agreement with NFBWA.

IRRIGATION SYSTEM EVALUATIONS
COST SHARING AGREEMENT

This Irrigation System Evaluations Cost Sharing Agreement (this "Agreement") is made and entered into by and between **North Fort Bend Water Authority**, a conservation and reclamation district and a political subdivision of the State of Texas (the "Authority"), and the **City of Fulshear** ("Constituent") (referred to herein individually as a "Party" and collectively as the "Parties"), effective as of _____, 2017.

RECITALS

WHEREAS, irrigation systems are often designed or operated inefficiently, causing excessive and unnecessary use of water; and

WHEREAS, the Authority desires to have certain irrigation system evaluation services performed within its Groundwater Reduction Plan ("GRP") boundaries or the boundaries of those entities participating in the Authority's GRP by contract; and

WHEREAS, the Authority and Vεpo, LLC, a Texas Limited Liability Company ("Consultant"), entered into a W.I.S.E. Guys Irrigation System Evaluation Agreement with an effective date of July 1, 2011, as amended by that First and Second Amendments to W.I.S.E. Guys Irrigation System Evaluation Agreement, dated June 26, 2013, and May 25, 2016, respectively (collectively, the "Consultant Contract"), whereby the Consultant agreed to provide irrigation system evaluations; and

WHEREAS, the Authority will pay the entirety of the annual management fee due to Consultant pursuant to the Consultant Contract; and

WHEREAS, Constituent will benefit from the services provided by Consultant to the Authority, pursuant to the Consultant Contract; and

WHEREAS, the parties have agreed to share the individual evaluation costs associated with the Consultant Contract for those irrigation system evaluations performed within the boundaries of Constituent; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement which will define the responsibilities and financial obligations of the Parties with respect to the Consultant Contract;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

COST ALLOCATION

Section 1.01 **Allocation of Costs.** The Parties shall share the evaluation fee associated with the Consultant Contract as shown on Exhibit "A" for those irrigation system evaluations performed within the boundaries of Constituent. The Consultant may conduct one irrigation system evaluation at each eligible location per twelve month period, regardless of whether or not Consultant has previously conducted an irrigation system evaluation at that particular location, and the costs associated with such evaluation will be shared as set forth on Exhibit "A". The Authority shall provide Constituent with marketing materials for the W.I.S.E. Guys Program to be distributed to Constituent's residents. Constituent agrees to distribute the marketing materials to its residents in a timely fashion and bear the costs of distribution.

Section 1.02 **Consultant Invoices.** The Authority shall submit all invoices (together with any back-up documentation) it receives in connection with irrigation evaluations performed within Constituent's boundaries pursuant to the Consultant Contract to Constituent. Constituent agrees to remit its share of the invoiced costs in accordance with Exhibit "A" within thirty (30) days of the receipt thereof.

RENEWALS, WITHDRAWALS AND AMENDMENTS

Section 2.01 **Automatic Renewal.** This Agreement is effective until _____, 2018, with automatic renewal each year; provided, however, that a Party may withdraw from this Agreement through approval of its governing body, provided that it has notified all Parties of such action in writing at least sixty (60) days before the intended withdrawal date. Notwithstanding the above, this Agreement shall automatically terminate ninety (90) days after such time as the Authority or Consultant terminates the Consultant Contract or the term of the Consultant Contract expires.

Section 2.02 **Amendments.** Amendments may be made to this Agreement in writing upon the approval of the governing bodies of both Parties.

GENERAL PROVISIONS

Section 3.01 **No Liability for General Obligations.** Except as otherwise provided herein, nothing in this Agreement shall have the effect of causing any Party to assume, guarantee, or become in any way liable upon any bond, warrant, indebtedness, or other obligation of the other Party or to undertake any obligation of the other Party to their respective inhabitants.

Section 3.02 **Assignability.** This Agreement shall not be assignable, in whole or in part, without first obtaining approval from the governing body of each Party, which consent shall not be unreasonably withheld.

Section 3.03 **Successors and Assigns**. This Agreement shall apply to all permitted successors and assigns of the Parties.

Section 3.04 **Modification.** Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with authorization by the governing body of each Party.

Section 3.05 **Parties in Interest.** This Agreement shall be for the sole and exclusive benefit of the Parties and their permitted successors and assigns and shall not be construed to confer any rights upon any third party.

Section 3.06 **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 3.07 **Merger.** This Agreement embodies the entire understanding among the Parties with respect to the sharing of costs for evaluation fees relating to the Consultant Contract and there are no prior effective representations, warranties or agreements between or among the Parties with respect to such evaluation fees.

Section 3.08 **Construction of Agreement.** This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

Section 3.09 **Consultation.** The Parties each hereby acknowledge, represent and warrant to each other: (i) each has had the opportunity to consult with legal counsel of their own choice and has been afforded an opportunity to review and negotiate this Agreement with assistance of their legal counsel, (ii) each has reviewed this Agreement, and fully understands the effects hereof and all terms and provisions contained herein, and (iii) each has executed this Agreement of its own free will and volition.

Section 3.10 **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall be in Fort Bend County, Texas.

Section 3.11 **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument and agreement. A copy of an executed counterpart delivered by facsimile or PDF shall bind the Party executing that counterpart.

Section 3.12 Default. In the event of default, either Party may employ attorneys to pursue its legal rights; and the prevailing Party shall be entitled to payment by the other Party of all reasonable attorneys' fees incurred.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year first written above.

NORTH FORT BEND WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF FULSHEAR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

North Fort Bend Water Authority	50% of evaluation fee
Constituent	50% of evaluation fee

Note: As of its Effective Date, the Consultant Contract states that the fee per irrigation evaluation is $65.00. The Authority is solely responsible for any additional annual management fee and/or evaluation management fee due pursuant to the Consultant Contract.

Larry's Toolbox

Conserve water and lower your water rates at the same time. Just pick enough programs to earn 5-7 or more points in one year and pay reduced water rates the next year.

How does this work?

Pick from 9 water-saving programs

W.I.S.E. Guys Evaluation
Residents receive a free irrigation system evaluation.

Resident Irrigation System Upgrades
Rebate up to $200 of approved repairs.

High Water User Notification
Notifying residents that have high water usage.

Conservation Information
MUDs and HOAs will receive conservation information to include on websites and water bills.

HOA Irrigation System Water Budget
Free irrigation system water budget for up to ten HOAs each year.

HOA Irrigation System Evaluations
Free irrigation system evaluation for up to five HOAs each year.

Water Rates
The MUDs will adopt *effective* tiered water rates.

Rain Barrels
Rebates will be offered to residents.

Irrigation Permits
Volunteer to be included in the irrigation permit program.

NORTH FORT BEND WATER AUTHORITY

Questions? Email Lindsay Kovar at lkovar@browngay.com

2017 LARRY'S TOOLBOX PROGRAM ENROLLMENT FORM
EXISTING WATER CONSERVATION PROGRAM SUBMITTAL FORM

1. Participant Name: City of Fulshear

2. Participant Contact Name: Sharon Valiante ; Toni Velie

3. Participant Phone Number: 281-346-8814 ; 281-346-8808

4. Participant Email: svaliante@fulsheartexas.gov; tvelie@fulsheartexas.gov

5. Description of Program: _____

6. Cost: _____

7. Municipal Utility District/Homeowners Association contributions: _____

8. Results: _____

9. Please submit the completed form to Shayna Chapman at schapman@bgeinc.com **by** December 31, 2016.

Thank you for your participation in the 2017 Larry's Toolbox Water Conservation Program. By submitting this Enrollment Form, Participant agrees to comply with all terms and conditions of the Program contained in the North Fort Bend Water Authority's Resolution Establishing the 2017 Larry's Toolbox Water Conservation Program and the 2017 Larry's Toolbox Program Guide.

2017 LARRY'S TOOLBOX PROGRAM ENROLLMENT FORM

1. Participant Name: City of Fulshear

2. Participant Contact Name: Sharon Valiante; Toni Velie

3. Participant Phone Number: 281-346-8814; 281-346-8808

4. Participant Email: savaliante@fulsheartexas.gov; tvelie@fulsheartexas.gov

5. Please place a check next to the initiatives your entity would like to participate in. Please indicate alternative initiatives if you are participating in the HOA/Golf Course Irrigation System Evaluation or HOA Water Budget initiatives.

Points	Initiative	Participation Points	Alternative Points
2	Resident W.I.S.E Guys Irrigation System Evaluation	✓	
3	Resident Irrigation System Upgrades		
2	High Water User Notifications	✓	
1	Conservation Information		
3	HOA/Golf Course Irrigation System Evaluation funded by the NFBWA		
4	HOA/Golf Course Irrigation System Evaluation funded by the MUD		
2	HOA Water Budget funded by the NFBWA		
3	HOA Water Budget funded by the MUD		
3	Effective Tiered Water Rates	✓	
2	Rain Barrels		
2	Irrigation Permits 75% - 99% developed		
3	Irrigation Permits 50% - 74% developed	✓	
4	Irrigation Permits 25% - 49% developed	✓	
5	Irrigation Permits <25% developed	✓	
	TOTAL POINTS		

Note: Municipal utility districts and cities must accumulate seven (7) participant points to receive the water conservation rebate payment. Homeowners associations should contact the NFBWA for point requirements. Refer to the 2017 Program Guide for more information.

6. Please submit the completed form to Shayna Chapman at schapman@bgeinc.com by December 31, 2016.

Thank you for your participation in the 2017 Larry's Toolbox Water Conservation Program. By submitting this Enrollment Form, Participant agrees to comply with all terms and conditions of the Program contained in the North Fort Bend Water Authority's Resolution Establishing the 2017 Larry's Toolbox Water Conservation Program and the 2017 Larry's Toolbox Program Guide.

Sharon Valiante

From:	Justine Cherne <jcherne@abhr.com>
Sent:	Tuesday, January 24, 2017 3:28 PM
To:	Sharon Valiante; Toni Velie
Cc:	Shayna Chapman; Heather K. Trachtenberg
Subject:	North Fort Bend Water Authority (the "Authority"); Larry's Toolbox Program; City of Fulshear
Attachments:	City of Fulshear Enrollment.pdf; NFBWA City of Fulshear CSA.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Dear Ms. Valiante and Ms. Velie on Behalf of the City of Fulshear (the "City"):

Thank you for submitting an enrollment form for the Authority's 2017 Larry's Toolbox Water Conservation Program. On its enrollment form, the City selected the Resident W.I.S.E. Guys Irrigation System Evaluation Program as one of its 2017 initiatives. In order to participate in that initiative, the City must execute two originals of the attached Irrigation System Evaluations Cost Sharing Agreement (the "Cost Sharing Agreement") between the Authority and the City.

Please return two originally executed signature pages for the Cost Sharing Agreement to me at the address below by March 13, 2017. One fully executed signature page will be returned to you for the City's records.

The Authority appreciates the City's participation in the Larry's Toolbox Program and its efforts to assist in the conservation of our water resources.

Thank you,

Justine M. Cherne
Legal Assistant

ALLEN BOONE HUMPHRIES ROBINSON LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
713-860-6430 direct
713-860-6630 fax
jcherne@abhr.com

..... CONFIDENTIALITY NOTICE .....

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	Consideration of an Agreement for Street Assessment Data Collection Services
DATE SUBMITTED:	February 16, 2017	**DEPARTMENT:**	Planning & Development
PREPARED BY:	Brant Gary, Executive Director of Planning & Development	**PRESENTER:**	Brant Gary, Executive Director of Planning & Development
SUBJECT:	**Consideration of Approval of an Agreement for Street Assessment Data Collection Services**		
ATTACHMENTS:	1. HGAC Pricing Sheet 2. Presentation of an Overview of the Services to be Provided		

EXPENDITURE REQUIRED:	$53,200
AMOUNT BUDGETED:	-
ACCOUNT NO.:	$16,600- #100-5-410-5413-00 - GF-Streets-Consulting $6,600 - #300-5-000-5650-02 - CIP-Asphalt Maint. $30,000- #300-5-000-5650-07 - CIP-Concrete Maint.
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

In an ongoing effort to better manage the City's public infrastructure assets and related data, it is necessary to gather an inventory and current condition assessment of the various assets owned and maintained by the City. As a first step towards this effort, it is being proposed that the City enter into an agreement for Street Assessment Data Collection Services provided by Data Transfer Solutions (DTS) as a provider through a Professional Services HGAC contract awarded to H20 Partners. Under this contract, DTS provides services as a subcontractor for H20 Partners. All data collected will be available in GIS format.

DTS will perform a street inventory and condition assessment that will involve equipment being driven over all City streets so that he conditions and pavement width can be determined. In addition, the data and 360-degree video will be analyzed so that the City can also receive an inventory of all traffic signage along City streets. The City is also requesting an inventory of curb & gutter issues that can be prioritized for repair. By gathering this data, the City will have a baseline for existing street conditions and related items based on industry-standard criteria. This information can be used to identify opportunities to prolong the life of pavement in good condition through maintenance activities and identify specific candidates for reconstruction. The City will be able to reproduce this process in future years to track the condition of streets over time and collect additional asset information if desired. A short presentation document is included to provide additional information on this work.

RECOMMENDATION

Staff recommends Council authorize the City Manager to execute the Agreement for Street Assessment Data Collection Services with H20 Partners through HGAC contract HP07-16 for an amount of $53,200.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HP07-16	Date Prepared:	2/14/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Fulshear	**Contractor:**	H20 Partners
Contact Person:	Brant Gary	**Prepared By:**	Stephanie Urquidez
Phone:	281-346-1796	**Phone:**	512-423-9880
Fax:		**Fax:**	
Email:	bgary@fulsheartexas.gov	**Email:**	stephanie@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
12	Centerline Identification and Route Planning (Units=Hours)	100	1200
	Project Mobilization (Waived if collected with other projects in the Houston area)	5000	0
100	Mobile Image Data Collection (Units = Centerline Miles)	120	12000
100	Pavement Condition Index per the ASTM D6433 (Units = Centerline Miles)	120	12000
100	Traffic Sign Inventory (Units = Centerline Miles)	80	8000
100	Pavement Width Calculation (Units = Centerline Miles)	20	2000
100	Curb and Gutter Inventory (Units = Centerline Miles)	80	8000
1	Pavement Final Report	10000	10000
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	53200

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

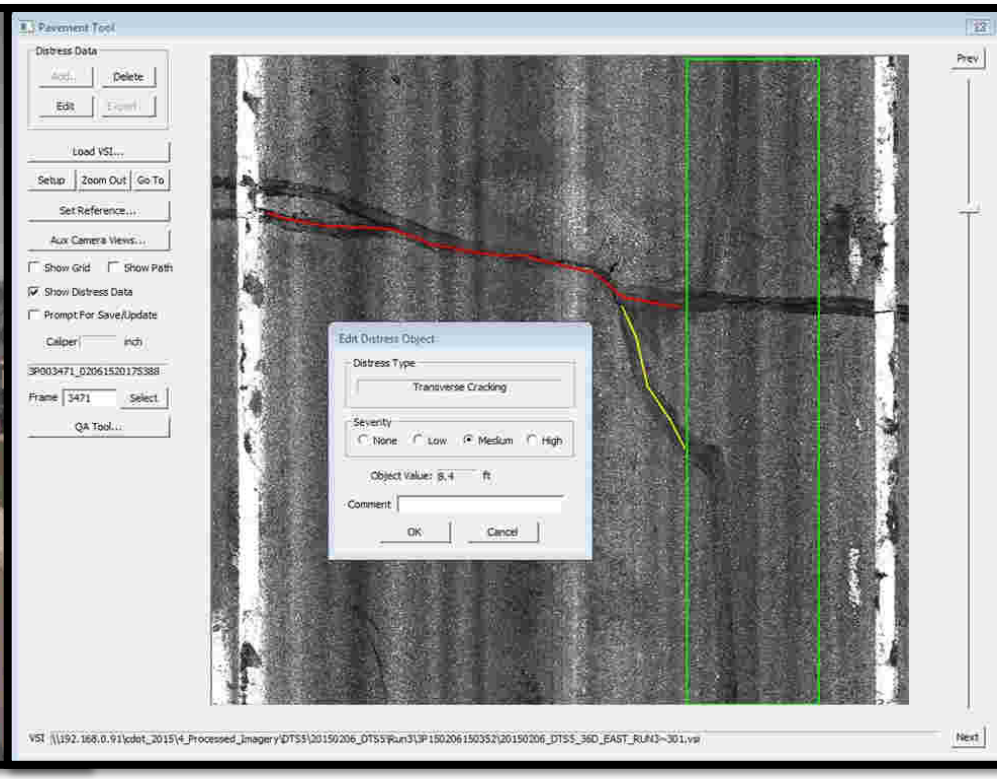
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Subtotal C:	0

Delivery Date:		**D. Total Purchase Price (A+B+C):**	53200

City of Fulshear, Texas
Pavement Condition Survey



dtsams

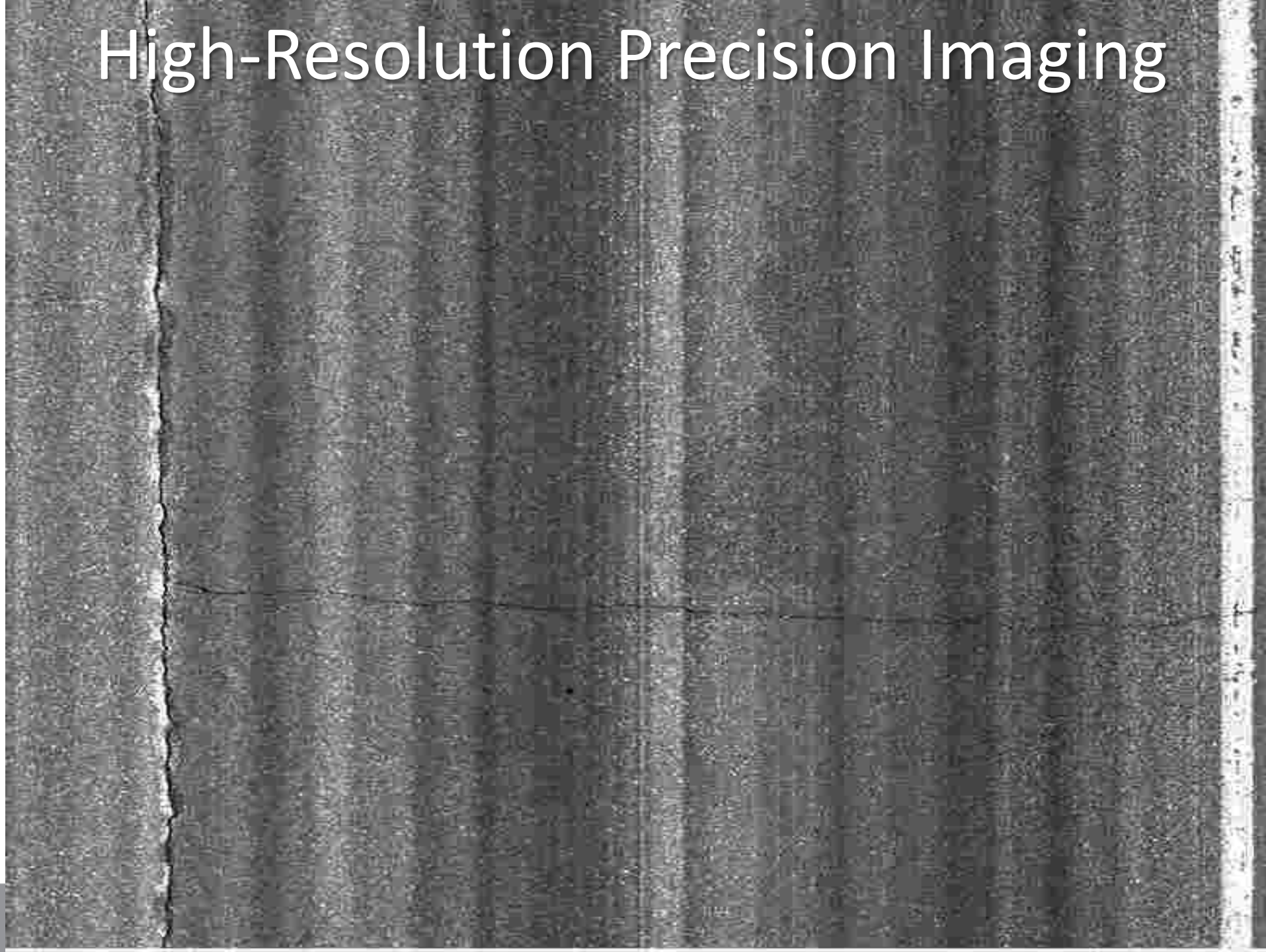
Where we are working in Texas

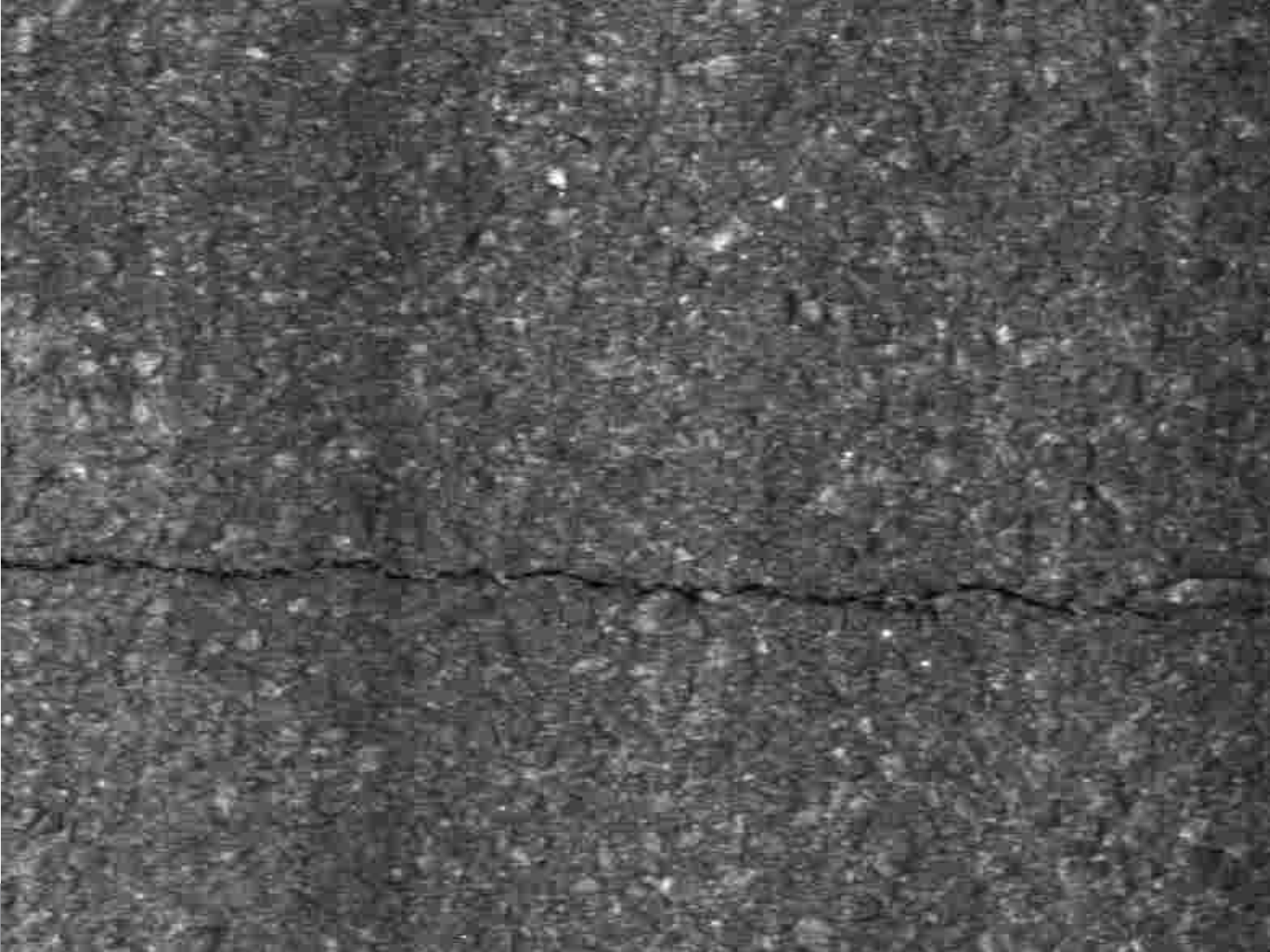
- Houston, TX
- Stafford, TX
- Galveston, TX
- Bellaire, TX
- Dickinson, TX
- College Station, TX
- El Campo, TX
- Austin, TX
- Bastrop County, TX
- Williamson County, TX
- Fredericksburg, TX
- Sherman, TX
- Denison, TX
- Texas A&M Transportation Institute
- Balcones Heights, TX
- San Antonio, TX
- Bexar County, TX
- New Braunfels, TX
- Brownsville, TX
- Ft. Worth, TX
- Plano, TX
- Arlington, TX
- Rockwall, TX
- Lewisville, TX
- Hutchins, TX
- Little Elm, TX
- Bonham, TX
- Texarkana MPO, TX

dtsgis
Data Transfer Solutions | www.dtsgis.com | 407.382.5222

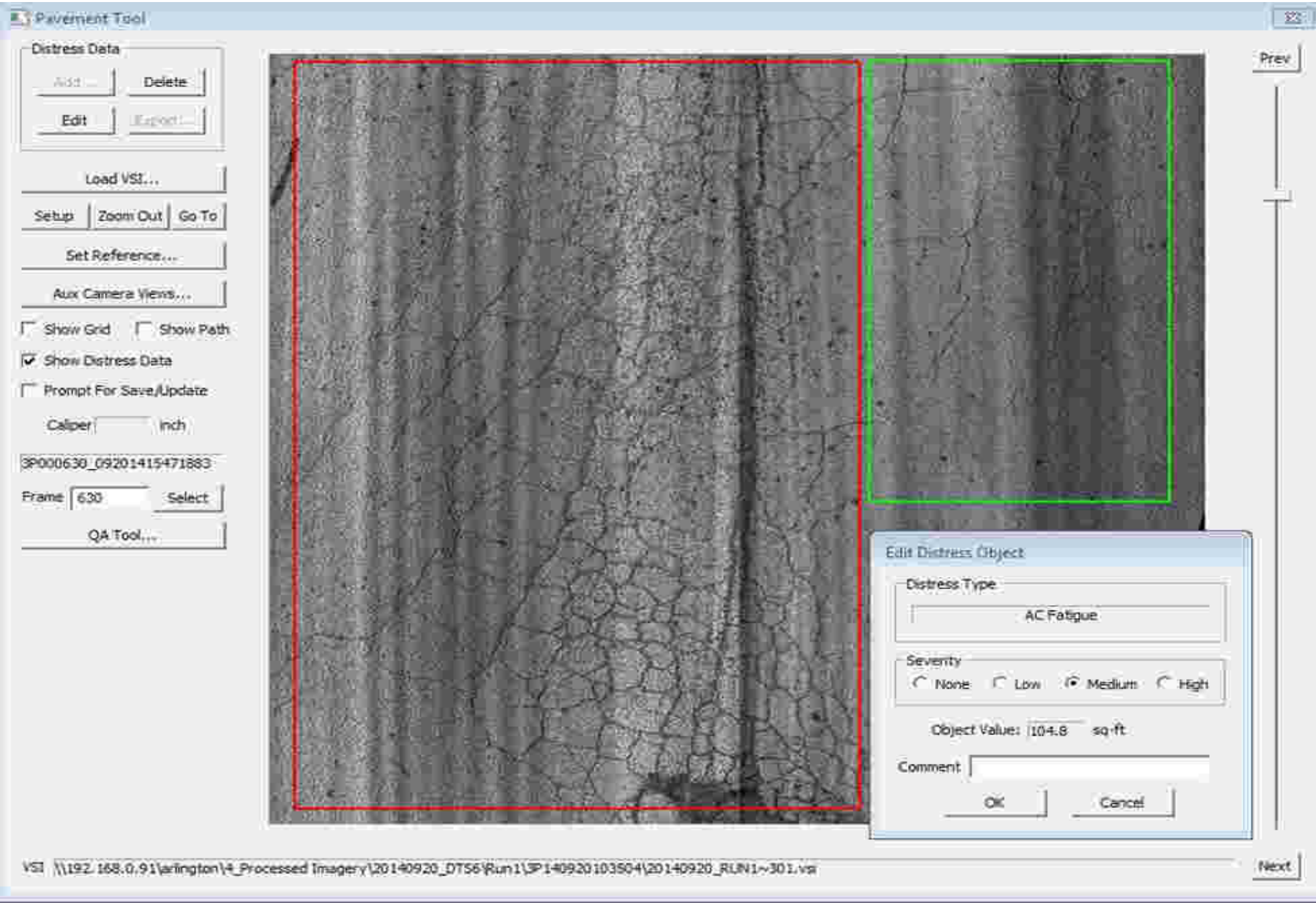
Arlington, TX
Pavement verification and ROW asset extraction

High-Resolution Precision Imaging

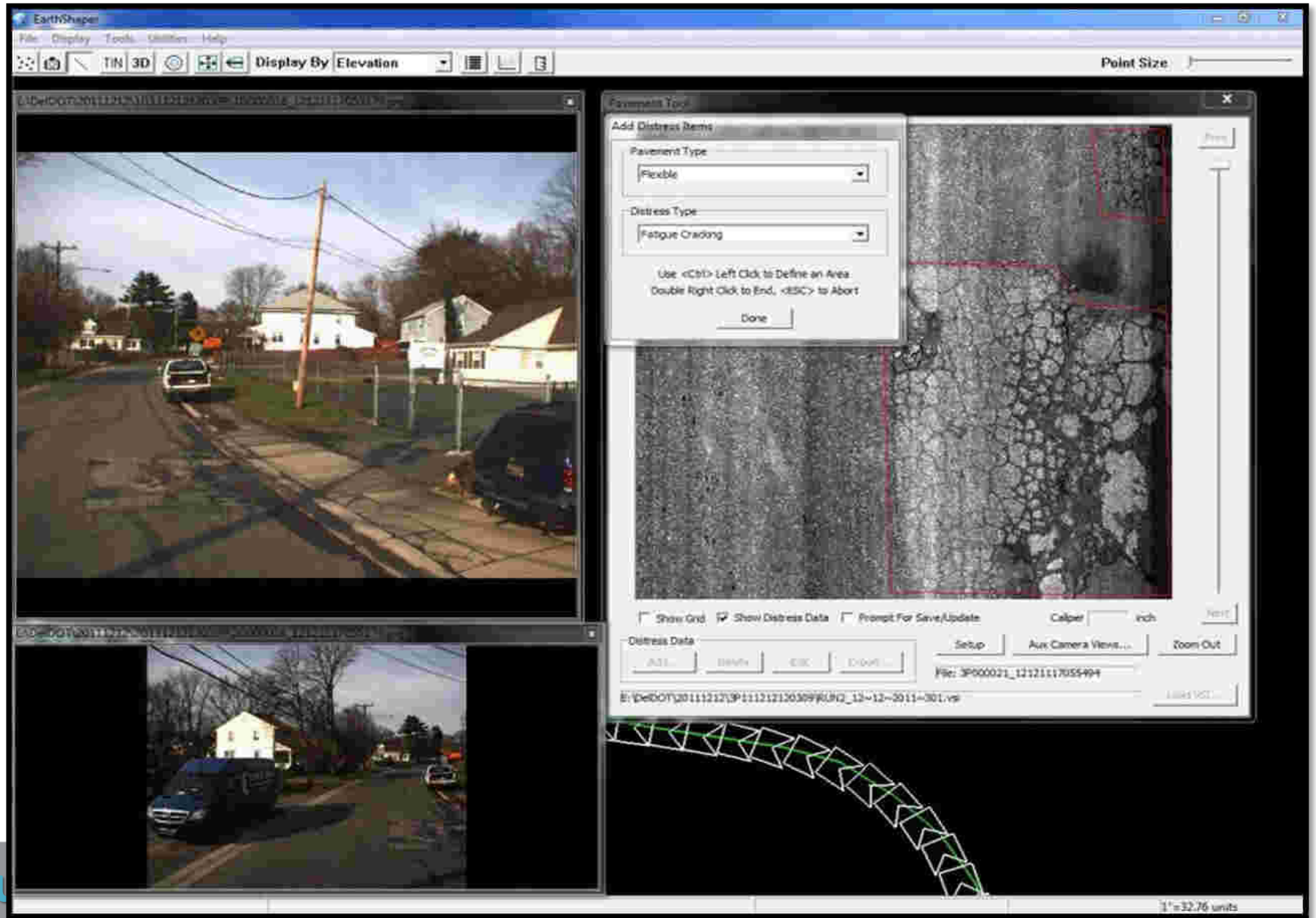




Arlington, TX - Distress Rating per the ASTM D6433-11



Distress Extraction – Quality Control



GIS-Centric Rating Process

Pavement Preservation Plan

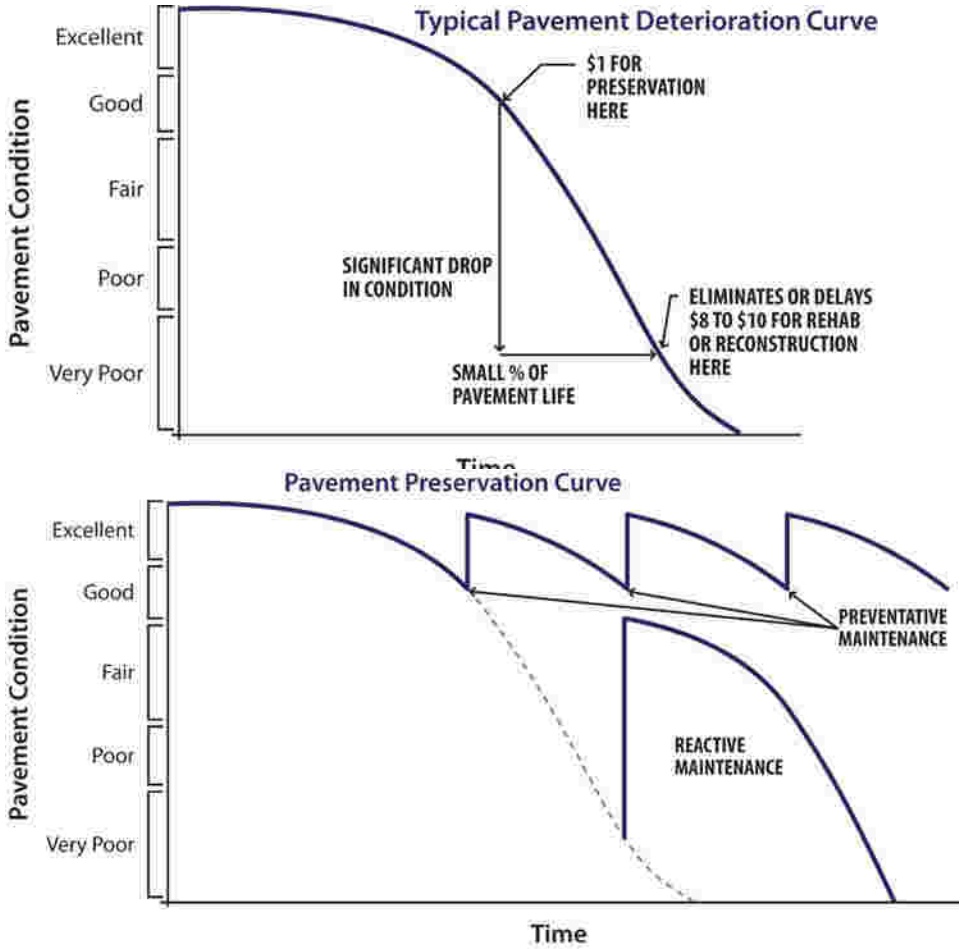
Elements:

- Establish a rating criteria
  - PCI to corresponding description (Excellent, Good, Fair, Poor…)
  - Satisfactory vs. Unsatisfactory
- Recommend improvement and repair types
  - Based on condition data and staff input and established programs
  - Develop unit cost estimates
- Set guidelines for selecting treatments
  - Asphalt PCI Classification Treatment
- Develop initial plan strategy
  - Find the right "mix of fixes"
  - Set goals and priorities
- Develop ranking criteria
- Develop 5-year plan
- Provide reports and mapping

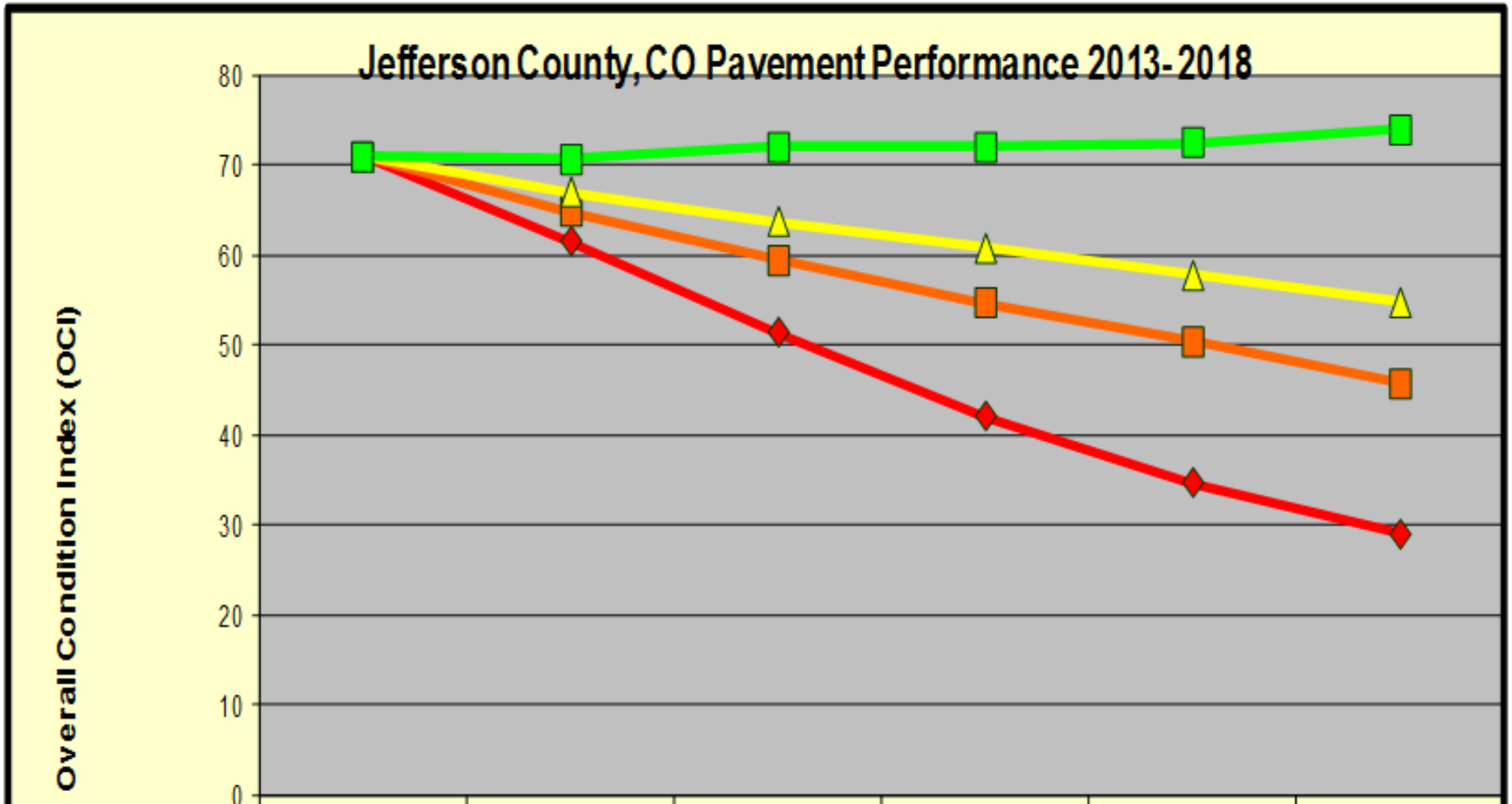
Uses/Benefits

- Assists in making more informed decisions
- Improves pavement preservation strategies
- Improves overall pavement condition
- Improves overall pavement safety
- Improves overall customer satisfaction
- Cost Savings

Typical Pavement Deterioration Curve



dtsams



	2013	2014	2015	2016	2017	2018
Current $10M	70.87	61.42	51.32	41.95	34.62	28.96
Additional $2M	70.87	64.76	59.43	54.59	50.41	45.69
Additional $4M	70.87	66.93	63.71	60.72	57.77	54.81
Additional $8M	70.87	70.69	71.99	72.05	72.43	73.95

dtsams

ROW Assets that can be extracted

- Signs
- Sidewalks
- Ramps
- Pavement Markings
- Pavement Striping
- Hydrants
- Manholes
- Signals
- Curb and Gutter
- Light Poles
- Guardrail
- Rumble Strips
- Street Trees
- Meter boxes

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	Resolution – Establish City Events as Public Purpose and Authorize Agreement for Temporary Road Closure
DATE SUBMITTED:	February 15, 2017	**DEPARTMENT:**	Public Works/Utilities
PREPARED BY:	Sharon Valiante Director of Public Works	**PRESENTER:**	Sharon Valiante, Director of Public Works
SUBJECT:	**Resolution and Authorization to Enter into Agreement with TxDOT for Temporary Road Closures**		
ATTACHMENTS:	1. Agreement - TxDOT 2. Exhibit A – the Event Closure/Traffic Control 3. Exhibit B – Resolution Establishing Event serves a public purpose 4. Exhibit C - The Event Description 5. Proof of Insurance		

EXPENDITURE REQUIRED:	0
AMOUNT BUDGETED:	0
ACCOUNT NO.:	0
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

The City of Fulshear (City) supports the viability of Fulshear's charm and attraction with certain community events. The City is hosting a March 2017 event, the St Patrick's Day Shindig, to promote the St Patrick's Day theme and to provide an opportunity for the community and general public to come out to the Downtown area and enjoy a parade and festivities. In addition to this event, the City plans to host/sponsor other community events as well. To host these events, the City will need to perform a road closure on a roadway that is in the jurisdiction of the Texas Department of Transportation (TxDOT). TxDOT requires the City to enter into an agreement that requires the City to provide the following:

1. A signed agreement executed by an authorized officer of the City
2. A map depicting the location and extents of the road closure
3. A resolution adopted by the City Council establishing the events as a public purpose and authorizing the City to enter into the agreement
4. A description of the event(s)
5. Proof of Insurance

City staff have prepared and provided all documents for City Council review and consideration.

RECOMMENDATION

Staff recommends Council adopt the Resolution establishing the events as a public purpose and authorize the Mayor to execute the Agreement for the Temporary Closure of State Right of Way with TxDOT.

RESOLUTION NO. 2017-339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DETERMINING THAT CERTAIN CITY-SPONSORED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SUCH EVENTS.

* * * * *

WHEREAS, the State of Texas owns and operates a system of highways for public and private use; and

WHEREAS, the City of Missouri City desires to temporarily close certain highways for the purpose of certain parks and recreation events sponsored by the City of Fulshear, including the St Patrick's Day Shindig, the 4th of July Celebration, the December Christmas Event, City fun runs and City bike rides hereinafter identified as Events; and

WHEREAS, the Events will be located within the City of Fulshear's incorporated area; and

WHEREAS, to close State right of way, the State of Texas requires the adoption of a resolution by the City establishing that the Events serve a public purpose and authorizing the execution of the Agreement for the Temporary Closure of State Right of Way; and

WHEREAS, the City has determined that the Events serve a public purpose that being a recreational opportunity for residents and guests of the City; and

WHEREAS, the City hereby desires to execute the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; now therefore,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are declared true and correct.

Section 2. That the City has determined that the Events serve a public purpose.

Section 3. That the City hereby authorizes the execution of the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the Events.

PASSED, APPROVED, AND ADOPTED THIS _21st_ DAY OF February, 2017

_____
Jeff Roberts, Mayor

ATTEST:

_____
D. Gordon Offord, City Secretary

Agreement No._____

STATE OF TEXAS §

COUNTY OF FORT BEND§

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of **Fulshear,** a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITN ES SETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 359 in Fort Bend,** County; and

WHEREAS, the local government has requested the temporary closure of FM359 for the purpose of St Patrick's Day Shindig, from 12PM;3/18/17 to 9 PM; 3/18/17 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 21st day of February, 2017, Fulshear City Council passed Resolution No. 2017-339, attached hereto and identified as "Exhibit **B,**" establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest *edition* of the Texas Manual on Uniform Traffic Control *Devices.* All temporary traffic control devices used *on* state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 1O workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main Janes of highway right of way and otherwise prevent interference with the main lane *traffic* by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

8. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as **if** such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
Kenny Seymour **Police Chief** **P.0Box279** **Fulshear, Texas** **77441**	Texas Department of Transportation **QUINCY D. ALLEN, P.E.** **DISTRICT ENGINEER** **HOUSTON DISTRICT**

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF FULSHEAR_____
Executed on behalf of the local government by:

By_____Date _____
City Official

Typed or Printed Name and Title Jeff Roberts, Mayor, City of Fulshear

THE STATE OF TEXAS Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____Date._____

District Engineer

Agreement No._____

EXHIBIT A

RESOLUTION NO. R-XX-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, DETERMINING THAT CERTAIN CITY-SPONSORED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SUCH EVENTS.

* * * * *

WHEREAS, the State of Texas owns and operates a system of highways for public and private use; and

WHEREAS, the City of Missouri City desires to temporarily close certain highways for the purpose of certain parks and recreation events sponsored by the City of Fulshear, including the St Patrick's Day Shindig, the 4th of July Celebration, the December Christmas Event, City fun runs and City bike rides hereinafter identified as Events; and

WHEREAS, the Events will be located within the City of Fulshear's incorporated area; and

WHEREAS, to close State right of way, the State of Texas requires the adoption of a resolution by the City establishing that the Events serve a public purpose and authorizing the execution of the Agreement for the Temporary Closure of State Right of Way; and

WHEREAS, the City has determined that the Events serve a public purpose that being a recreational opportunity for residents and guests of the City; and

WHEREAS, the City hereby desires to execute the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; now therefore,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are declared true and correct.

Section 2. That the City has determined that the Events serve a public purpose.

Section 3. That the City hereby authorizes the execution of the Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the Events.

PASSED, APPROVED, AND ADOPTED THIS _21st_ DAY OF February, 2017

_____
Jeff Roberts, Mayor

ATTEST:

_____
D. Gordon Offord, City Secretary

Agreement No._____

EXHIBIT B
Traffic Control and Location Map

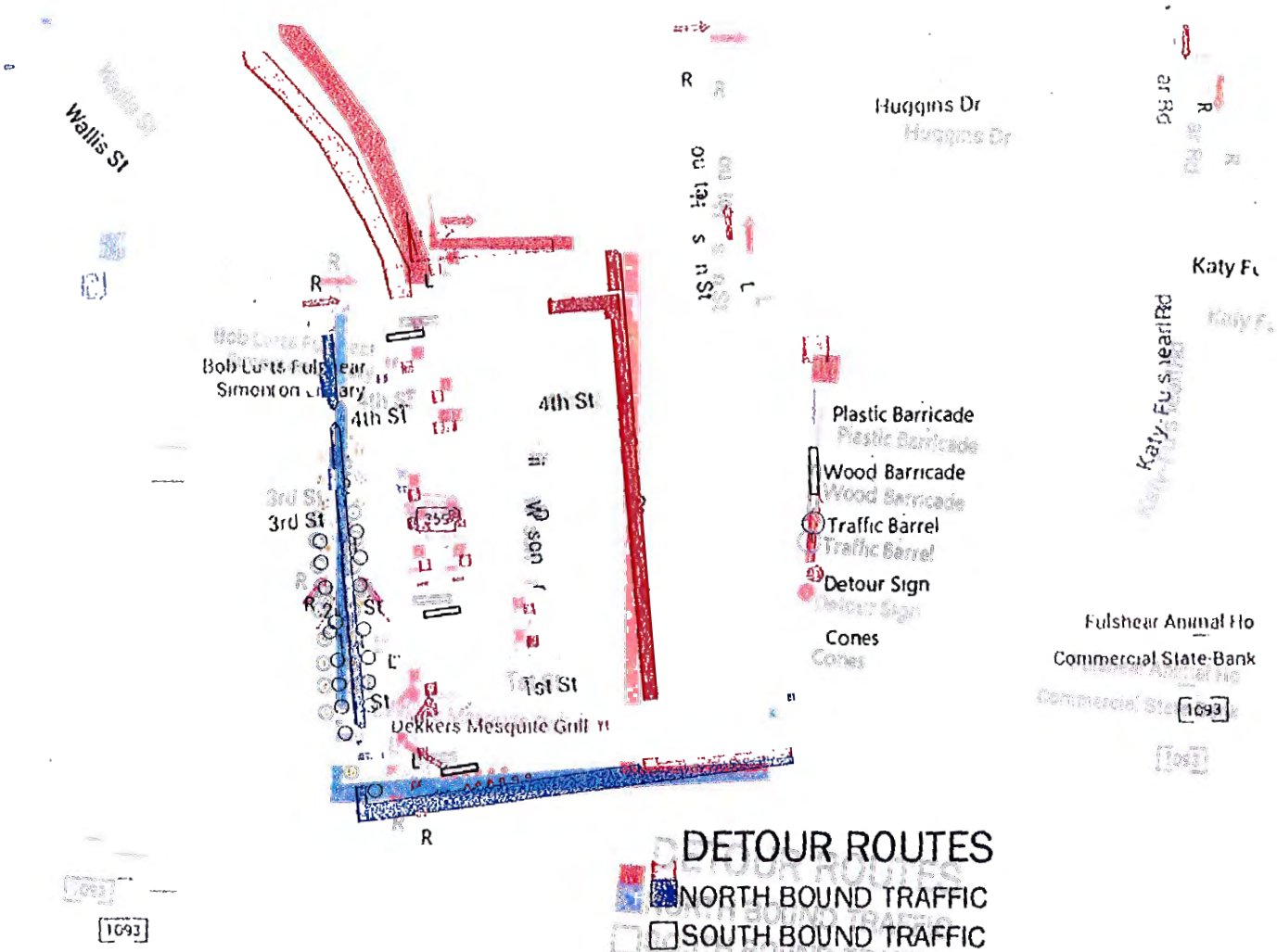

Wallis St
Huggins Dr
Bob Lutts Fulshear
Simonton Library
4th St
3rd St
2nd St
1st St
Dekkers Mesquite Grill
Plastic Barricade
Wood Barricade
Traffic Barrel
Detour Sign
Cones
Katy Fulshear Rd
Fulshear Animal Ho
Commercial State Bank
1093
DETOUR ROUTES
NORTH BOUND TRAFFIC
SOUTH BOUND TRAFFIC
B
EXHIBIT B

EXHIBIT C

Fulshear's St Patrick's Day Shamrock Shindig will be held in Fulshear, TX within Fort Bend County along the two-lane highway FM 359 between Front St. and Second St. The event will begin at 12 PM and end at 9 PM on Saturday, March 18, 2017. Along with the parade, events will include on stage performances, which will be placed on FM 359 between Front St. and First Street. The stage will begin placement at 12 PM and will be cleared by 9 PM at the latest that evening but maybe sooner. 4,000 to 5,000 people are expected to attend this event. Horses will be the only animals expected to be involved in the parade and event overall, although we do not have an approximate number we have never had over 20 horse riding entries.

All lanes of FM 359 will be closed between Front St. and Second St. between 12 PM, Saturday, March 18, 2017 and 9 PM on Saturday, March 18, 2017. North bound traffic traveling along FM 359 and/or FM 1093 will be detoured by police officers to travel along Front St. to Harris St. to Fifth St. and will resume their intended route North on FM 359. South Bound traffic traveling along FM 359 will be detoured by police officers to travel along Second St. to Syms St. and will exit on FM 1093 to resume their intended route.

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

AGENDA OF:	February 21, 2017	**AGENDA ITEM:**	M
DATE SUBMITTED:	February 18, 2017	**DEPARTMENT:**	Administration
PREPARED BY:	CJ Snipes, City Manager	**PRESENTER:**	CJ Snipes
SUBJECTS:	**Consent to inclusion of FM 1093 Right of Way into CAD #1**		
ATTACHMENTS:	Petition for Consent to Include Certain Land into Fort Bend County Assistance District #1		

EXPENDITURE REQUIRED:

AMOUNT BUDGETED:
FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED:
FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The City and County have held multiple discussions on the use of County Assistance District funding for various projects within the ETJ. The County which is financing the expansion of FM 1093 has requested the City consider the addition of the Right of Way for FM 1093 into the currently active Fort Bend County Assistance District No. 1. Funds derived through Sales Tax Collection in other areas of the District will be available for the County to use as construction is initiated and completed on the FM 1093 expansion project. There will be no Sales Tax collection within the City (current or future) tied to this inclusion as it impacts only the Right of Way of the project and no private properties.

RECOMMENDATION

Staff recommends the approval of this Petition on review/ approval by the City's Legal Counsel to form and content.

RESOLUTION NO. 2017-340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPROVING PETITION FOR THE INCLUSION OF THE FM 1093 RIGHT OF WAY INTO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

WHEREAS, Fort Bend County is financing and managing the construction of the expansion of FM 1093; and

WHEREAS, Fort Bend County previously creating County Assistance District No. 1 to generate Sales Tax revenue to be sued towards the construction of roads and infrastructure to enhance mobility; and

WHEREAS, the County is interested in using the resources developed in that District to fund improvements related to the expansion of FM 1093; and

WHEREAS, those cannot be used unless the roadway lies within the District; and

WHEREAS, the County has requested the City approve a Petition for Inclusion by the City for the Right of Way only of FM 1093 so that those resources can be brought to bear on this vital mobility project; and

WHEREAS, the City will earn the benefit of inclusion but will not risk the loss of any Sales Tax through this process.

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

The City Council of the City of Fulshear hereby resolves and approves of the Petition for Inclusion into Fort Bend County Assistance District No. 1 the Right of Way associated with FM 1093 from FM 1463 West to the intersection of James Lane as described in the Petition attached hereto.

This Resolution duly passed this 21st day of February, 2017.

_____

Jeff W. Roberts, Mayor

ATTEST:

_____

D. Gordon Offord, City Secretary

PETITION FOR CONSENT TO THE INCLUSION OF REAL PROPERTY
TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Fort Bend County Assistance District No. 1 (herein the "Petitioner" or referred to as the "District"), acting pursuant to the provisions of Section 387.0031, Texas Local Government Code, respectfully petitions the City Council of the City of Fulshear, Texas, for its written consent to the inclusion of real property described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, consisting of a road and road right of way to be used for road purposes to the boundaries of the Petitioner. In support of this Petition, the District would show the following:

I.

The District was created and organized under the terms and provisions of Chapter 387, Texas Local Government Code, together with all amendments and additions thereto. On November 16, 2011, Fort Bend County Commissioners Court certified the results of the November 8, 2011 election in which the voters authorized the creation of the District and the imposition of a sales and use tax at the rate of one percent (1%) within the boundaries of the District to perform certain functions within the District including but not limited to the construction, maintenance, or improvements of roads or highways.

II.

The District received a Petition for Addition of Certain Land to Fort Bend County Assistance District No. 1 from the sole owner of the Land, the Fort Bend County Toll Road Authority, ("FBCTRA") which Petition is attached hereto as **Exhibit B**. FBCTRA proposes to have the land utilized for road right of way purposes in connection with the widening of FM 1093 (the "Project") to be constructed by Fort Bend County (the "County").

III.

Although the District currently contains an area of land that is not within the municipal boundaries or the extraterritorial jurisdiction of the City of Fulshear, Texas (the "City"), Petitioner intends for the metes and bounds in the attached **Exhibit A** of the Land to form a closure and for the boundaries of the District to extend into both the municipal boundaries and the extraterritorial jurisdiction of the City. Petitioner, as a District created by the County that has a population of more than 580,000 that borders a county with a population of more than four million is authorized to include the Land

upon the City's consent to such inclusion pursuant to Section 387.0031 of the Texas Local Government Code. As the proposed use of the Land is intended for road right of way and non-commercial purposes that would not generate sales and use taxes, there will be no imposition of the sales and use tax applicable to the Land that would exceed the maximum combined rate of sales and use taxes imposed by political subdivisions of this state prescribed by Sections 321.101 and 323.101 of the Texas Tax Code.

IV.

Petitioner is limited by statute to perform its functions and spend its revenue within its boundaries, but there is an imminent need beyond the boundaries of the District for the construction, maintenance, and improvement of roads or highways. Specifically, it is anticipated that additional local funds will be required to meet the needs of the Project. The inclusion of the Land will allow the District to assist the County in funding the construction, maintenance and improvements of the entire Project beyond the current limits of the District into the extraterritorial jurisdiction and within the municipal boundaries of the City that will benefit the entire area. The welfare and mobility of the present and future residents of the area and of the territories adjacent thereto require the construction, maintenance, and improvement of the Project.

V.

A public necessity, therefore, exists for granting the consent to the inclusion of the Land within the boundaries of the District, to provide for the construction, maintenance, and improvement of roads and highways within such Land, including but not limited to the Project. Further, with the additional funding provided by the District, the County's construction of the Project will benefit the City without utilizing any sales and tax revenue that would otherwise be available to the City.

Petitioner, by submission of this Petition, requests the City's consent to the inclusion of the Land within the boundaries of the District to perform its functions within the Land, and spend its revenue collected from other sales and use tax generating areas within the boundaries of the District on the construction, maintenance and improvements of roads or highway, such as the Project.

VI.

WHEREFORE, Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the inclusion of the Land to the District and authorizing the inclusion of the Land described herein within the District.

RESPECTFULLY SUBMITTED this _____ day of _____, 2017.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 1-24-2017

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED AS TO FORM:

_____
Marcus D. Spencer, First Assistant County Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on January 24, 2017, by Robert E. Hebert, County Judge of Fort Bend County.

_____
Notary Public, State of Texas

(NOTARY PUBLIC)

LUISA MARIA BOWERS
Notary Public, State of Texas
Comm. Expires 08-07-2020
Notary ID 129117105

Exhibit A
Metes and Bounds Description of the Land

EXHIBIT A

County: Fort Bend
Highway: F.M. 1093
Project: Fort Bend CAD 1

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

BEGINNING in the west boundary line of the existing Fort Bend County Assistance District No. 1 with the intersection of the proposed south right-of-way line of FM 1093 and the west Right-of-Way line of F.M. 359 (80 foot width) as described in Volume 243 Page 159 filed in the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas;

1) THENCE, in a westerly direction with the proposed south right-of-way line of FM 1093 (variable width), to its intersection with Flewellen Creek;

2) THENCE, in a westerly direction with the proposed south right-of-way line of FM 1093 located 100 feet south of the existing south right-of-way line of the Fort Bend County Tollroad Authority Corridor tract, as dedicated by Fort Bend County Clerk's File Nos. 2015058468, 2015058447, and 2015058441of the Official Public Records of Real Property Fort Bend County to a point located approximately 200 feet east of the west property line of the calculated 564.69 acre tract described in deed to Harrison Interest, LTD., filed in Volume 1289, Page 624 of the Official Public Records of Fort Bend County;

3) THENCE, in a westerly direction with the proposed south right-of-way line of FM 1093 located 90 feet south of the existing south right-of-way line of the Fort Bend County Tollroad Authority Corridor, to a point located approximately 100 feet west of the east property line of the residue of a called 12.183 acre tract described in deed to Stefano-Ratcliff Interest Inc., filed in Clerk's File No. 9707378 of the Official Public Records of Fort Bend County;

4) THENCE, in a westerly direction with the proposed south right-of-way line of FM 1093 located 80 feet south of the existing south right-of-way line of the Fort Bend County Tollroad Authority Corridor, to the east property line of the residue of a called 26.5629 acre tract described in deed to Fulshear Land Investment partners, LTD., filed in Clerk's File No. 2006150741 of the Official Public Records of Fort Bend County;

5) THENCE, in a westerly direction with the proposed south right-of-way line of FM 1093 (variable width), to the intersection of the west right-of-way line of Fulshear Trace (100 feet wide) as dedicated in Plat No. 20140297 of the Plat Records of Fort Bend County, and the east right-of-way line of the existing south right-of-way line of FM 1093 (variable width) as dedicated in Volume 285, Page 305 of the Deed Records of Fort Bend County;

6) THENCE, continuing in a westerly direction with the existing south right-of-way line of FM 1093 (100 foot wide),to a point in the south right-of way line of said FM 1093 a distance of approximately 1585 feet past the intersection of the west right-of-way line of James Lane as dedicated by Plat No. 20140072 of the Fort Bend County Plat Records and the south right-of-way line of FM 1093;

EXHIBIT A

7) THENCE, in a northerly direction over and across said FM 1093 and the Fort Bend County Tollroad Authority Corridor, to the proposed north right-of-way line of FM 1093 and to a point in the west line of a called 101 acre tract as described in deed to Kenneth G. McCann, Gerald W. McCann, and John D. McCann, filed in Clerk's File No. 2005014004 of the Official Public Records of Fort Bend County;

8) THENCE, in an easterly direction with the proposed north right-of-way line of FM 1093 and the north line of said Fort Bend County Tollroad Authority Corridor to the intersection of the west right-of-way line of Wallis Street (30 feet wide) as dedicated in Volume U, Page 177 of the Deed Records of Fort Bend County and the south right-of-way line of N. Front Street (Variable Width) as dedicated in Volume U, Page 177 of the Deed Records of Fort Bend County;

9) THENCE, in a northerly direction with the west right-of-way line of Wallis Street (30 feet wide) to a point in the north right-of-way line of said N. Front Street (Variable Width);

10) THENCE, in an easterly direction with the north line of said N. Front Street to the intersection of the west right-of-way line of Syms Street (60 feet wide) as dedicated in Volume U, Page 177 of the Deed Records of Fort Bend County;

11) THENCE, in a northerly direction with the west right-of-way line of Syms Street (30 feet wide) to the intersection of the existing north right-of-way line of FM 1093 (120' R.O.W.) Volume 243, Page 145 and in Volume 243, Page 157 of the Deed Records of Fort Bend County;

12) THENCE, in an easterly direction with the north line of said FM 1093 to the intersection of the west right-of-way line of FM 1463 (100 feet wide) as dedicated by Volume 285, Page 260 of the Fort Bend County Deed Records;

13) Thence in a southerly direction over and across FM 1093 to the POINT OF BEGINNING of the herein described tract of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
January, 2017

STATE OF TEXAS
REGISTERED
WALTER P. SASS
4410
PROFESSIONAL
LAND SURVEYOR

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

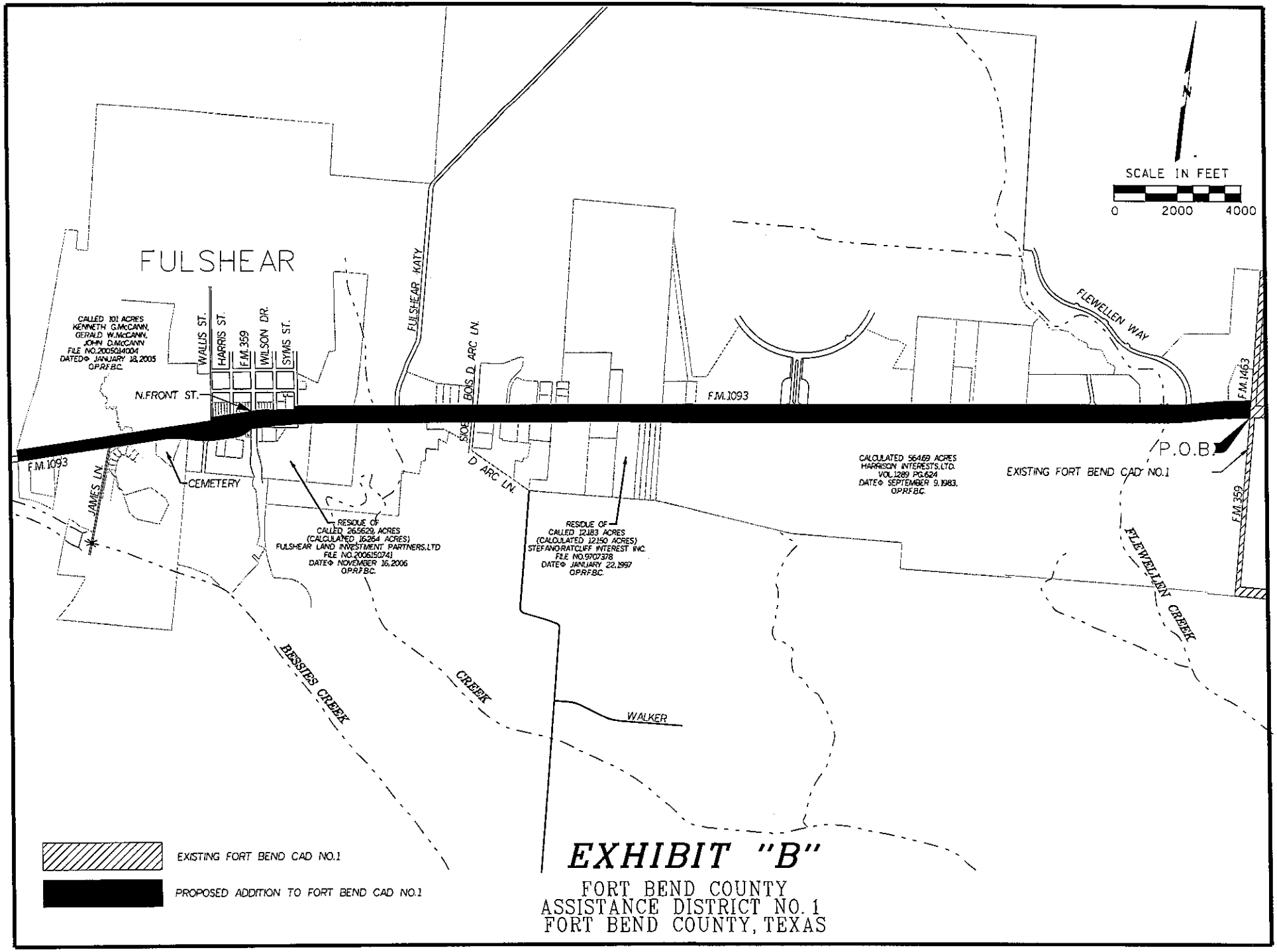


EXHIBIT "B"

FORT BEND COUNTY
ASSISTANCE DISTRICT NO. 1
FORT BEND COUNTY, TEXAS

Exhibit B

Petition for Addition of Certain Land to Fort Bend County Assistance District No. 1

By Fort Bend County Toll Road Authority

PETITION FOR ADDITION OF CERTAIN LAND TO
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TO: THE BOARD OF DIRECTORS OF FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1:

Fort Bend County Toll Road Authority, a local government corporation (the "Petitioner"), acting pursuant to the provisions of Subchapter D of the Texas Transportation Corporation Act, Chapter 431, Texas Transportation Code, petitions this Honorable Board to add the portion of land acquired by Petitioner in that certain Deed and Assignment described and recorded under Fort Bend Clerk's File No. 2015058468 in the Real Property Records of Fort Bend County, Texas, that lies from FM 1463 to James Lane and described in **Exhibit A** (the "Land"), to FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Fort Bend County, Texas.

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Fort Bend County Appraisal District.

Section 3: Based on information and belief, a portion of the Land is within the corporate limits of the City of Fulshear, Texas.

Section 4: The Land is currently owned by Petitioner to be used as road right-of-way in connection with the widening of FM 1093.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Fort Bend County, Texas.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED on _____, 2016.

FORT BEND COUNTY TOLL ROAD AUTHORITY

Chairman, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on December 21, 2016, by Dr. James D. Condrey, DDS, as Chairman.

(NOTARY SEAL)

AMY NICOLE LOVE
My Notary ID # 126498841
Expires April 20, 2020

Notary Public, State of Texas

After recording, return to;
Fort Bend County Attorney's Office
Attention: Marcus D. Spencer
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

4820-4258-3102, v. 1

EXHIBIT A

County: Fort Bend
Highway: F.M. 1093
Project: Fort Bend CAD 1

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

BEGINNING at the west boundary line of the existing Fort Bend County Assistance District No. 1, at a 5/8 inch iron rod with cap (stamped "Weisser Eng., Houston, TX") found at the intersection of the south line of the Fort Bend County Tolroad Authority Corridor tract, as dedicated by Fort Bend County Clerk's File Nos. 2015058468, 2015058447, and 2015058441of the Official Public Records of Real Property Fort Bend County (O.P.R.R.P.F.B.C.) and with the west Right-of-Way line of F.M. 359 (80 foot width) as described in Volume 243 Page 159 filed in the Fort Bend County Deed Records (F.B.C.D.R.) Fort Bend County, Texas;

1) THENCE, in a westerly direction with the south line of the said Fort Bend County Tollroad Authority Corridor, to a found 5/8 inch iron rod with cap (stamped "Weisser Eng., Houston, TX") located in the northwest corner of a called 20.089 acre tract described in deed to Fulshear Real Estate Partners LP, filed in Clerk's File No. 2014024160 (O.P.R.F.B.C.);

2) THENCE, in a southerly direction, to a found 5/8 inch iron rod with cap (stamped "Weisser Eng., Houston, TX") located in the northeast corner of the residue of a called 26.5629 acre tract described in deed to Fulshear Land Investment Partners, Ltd, filed in Clerk's File No. 2006150741 (O.P.R.F.B.C.);

3) THENCE in a westerly direction with the south line of said Fort Bend County Tollroad Authority Corridor, to a point in the north right-of-way line of F.M. 1093 (120 foot width) as described in Volume 285, Page 305 filed in the F.B.C.D.R. and the southeast corner of a called 0.413 acre tract described in deed to City Of Fulshear, filed in Clerk's File No. 2003059725 (O.P.R.F.B.C.);

4) THENCE, in a northerly direction, to a found 5/8 inch iron located in the northwest corner of said 0.413 acre tract;

5) THENCE, in a westerly direction with the south line of said Fort Bend County Tollroad Authority Corridor and the north right-of-way of F.M. 1093 (120 foot width), a distance of approximately 3500 feet to a point in the south line of said corridor;

6) THENCE, in a northerly direction over and across said Fort Bend County Tollroad Authority Corridor, to the southwest corner of a called 101 acre tract as described in deed to Kenneth G. McCann, Gerald W. McCann, and John D. McCann, filed in Clerk's File No. 2005014004 (O.P.R.F.B.C.);

EXHIBIT A

7) THENCE, in an easterly direction with the north line of said Fort Bend County Tollroad to a point in the north line of said corridor, a point in the south right-of-way line of F.M. 1093 (120 foot width) as described in Volume 243, Page 159 filed in the F.B.C.D.R. at its intersection with the west right-of-way line of F.M. 359 (80 foot wide) and a point in the west boundary line of the existing Fort Bend County Assistance District No. 1;

8) THENCE, in a southerly direction with the west boundary line of said Fort Bend County Assistance District No. 1 and the west right-of-way line of F.M. 359 (80 foot wide), to the POINT OF BEGINNING of the herein described tract of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS
REGISTERED
WALTER P. SASS
4410
PROFESSIONAL
LAND SURVEYOR

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
December, 2016

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

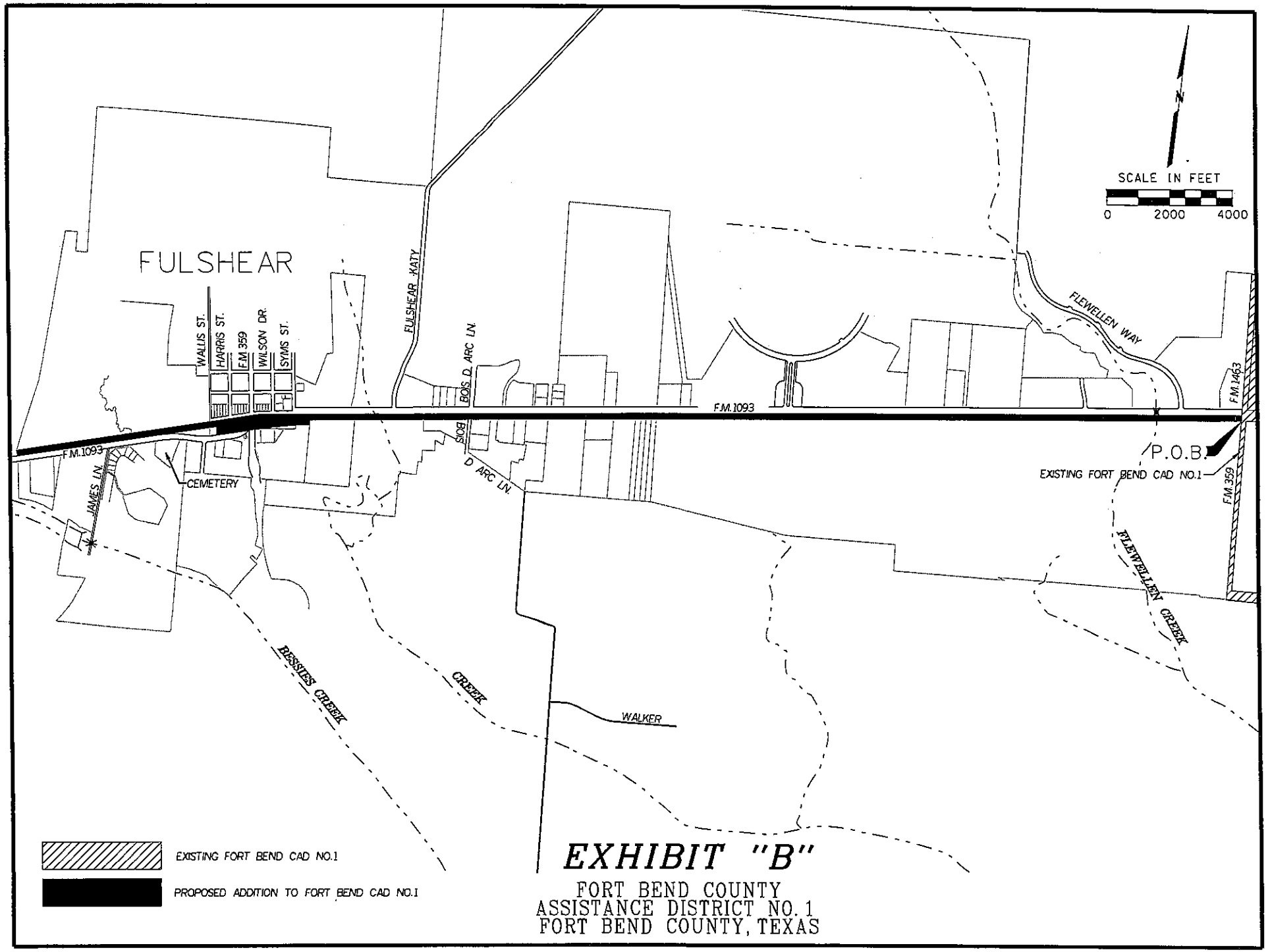


EXHIBIT "B"

FORT BEND COUNTY
ASSISTANCE DISTRICT NO. 1
FORT BEND COUNTY, TEXAS

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

AGENDA OF:	February 21, 2017	AGENDA ITEM:	Election Agreement/Contract
DATE SUBMITTED:	February 15, 2017	DEPARTMENT:	City Secretary
PREPARED BY:	Paula Ryan, ACM	PRESENTER:	CJ Snipes, CM
SUBJECT:	INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE ADMINISTRATION OF THE MAY 2017 GENERAL ELECTION		
ATTACHMENTS:	JOINT ELECTION AGREEMENT & ELECTION SERVICES CONTRACT		

EXECUTIVE SUMMARY

The City of Fulshear is holding a General Election on May 6, 2017 for the purpose of electing Municipal Officers. As such, the City desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

It is estimated that the City's obligation under the terms of this agreement shall be $4,216.00. Under the proposed attached agreement, the City agrees to pay to Fort Bend County a deposit of $2,530.00 which is approximately sixty (60) percent of the total estimated obligation of the City to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the City's obligation under the terms of this agreement shall be calculated after the May 6, 2017 election (or runoff election, if applicable), and if the amount of the City's obligation exceeds the amount deposited, the City shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the City's obligation is less than the amount deposited, Fort Bend County shall refund to the City of Fulshear the excess amount paid within thirty (30) days after final costs are calculated.

RECOMMENDATION

Staff recommends that City Council take action to approve the Interlocal Agreement between the City of Fulshear and Fort Bend County for the administration of the May 2017 General Election.

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Fulshear hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 6, 2017 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The City of Fulshear is holding a General Election on May 6, 2017 (at the expense of Political Subdivision) for the purpose of electing Municipal Officers.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, **including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

Fort Bend County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2017 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 5, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 5, 2017 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Fulshear as determined by the Human Resources Department of the City of Fulshear.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted

by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.

7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $4,216.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of $2,530.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 6, 2017 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 65th day (March 1, 2017) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 59th day before the election (March 6, 2017) that the Elections Office may impose a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 55th day before Election Day (March 10, 2017), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2017 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2017 been executed on behalf of the City of Fulshear by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the City of Fulshear.

ATTEST:

_____
Laura Richard, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

_____

City of Fulshear

By _____

CONTRACTING OFFICER

_____

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Matthew Grove
Assistant County Attorney

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Austin Parkway Elementary School	4400 Austin Pkwy	SUGAR LAND	77479
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Burton Elementary School	1625 Hunter Green Dr	FRESNO	77545
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
Crockett Middle School	19001 Beechnut St	RICHMOND	77469
DeSeo at Grand Mission	19002 Mission Park Dr	RICHMOND	77407
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Fairchilds Volunteer Fire Department	8715 Fairchilds Rd	FAIRCHILDS	77476
FBC Library - Sienna	8411 Sienna Springs Blvd	MISSOURI CITY	77459
FBC Library - Sugar Land Branch	550 Eldridge	SUGAR LAND	77478
FBC Library - University Branch	14010 University Blvd	SUGAR LAND	77479
FBC Road and Bridge (Needville)	3743 School St	NEEDVILLE	77461
FBC Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Fort Bend County Fairgrounds Club Room	4310 Highway 36S	ROSENBERG	77474
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	6707 FM 1464	RICHMOND	77469
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
James Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Knights of Columbus (Sugar Land)	702 Burney Rd	SUGAR LAND	77478
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Lost Creek Community Center	3703 Lost Creek Blvd	SUGAR LAND	77478
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Mission Bend Elementary School	16200 Beechnut St	HOUSTON	77083
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77459
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	4525 FM 521	FRESNO	77545
Oak Lake Baptist Church	15555 W. Airport Blvd	SUGAR LAND	77478
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
Quail Valley Fund Office	3603 Glenn Lakes Ln	MISSOURI CITY	77459
Randall's New Territory	5800 New Territory Dr	SUGAR LAND	77479
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
Rosenberg City Hall	2110 4th St	ROSENBERG	77471
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478

Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	2700 Town Center Blvd North	SUGAR LAND	77479
Stafford City Hall	2610 Main St	STAFFORD	77477
Townewest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77478

Early Voting Schedule
May 6, 2017 Joint Election
Horario de Votación Temprana
6 de Mayo del 2017, Elección Conjunta

Early Voting Location	Hours(Horas)			
	Monday-Friday April 24-28, 2017 (*Lunes-Viernes*) *(Abril 24-28, 2017)*	Saturday April 29 (*Sábado*) *(Abril 29, 2017)*	Sunday April 30 (*Domingo*) *(Abril 30, 2017)*	Monday-Tuesday May1 - 2 (*Lunes-Martes*) *(Mayo 1-2,2017)*
Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear, TX **Missouri City Community Center** 1522 Texas Pkwy, Missouri City, TX **Fort Bend County Road & Bridge** 3743 School Street, Needville, TX **Fort Bend County Rosenberg Annex** 4520 Reading Road, Rosenberg, TX **Richmond Water Maintenance Facility** 110 N. 8th St., Richmond, TX	**8:00 a.m. To 5:00 p.m**	**8:00 a.m. To 5:00 p.m**	**CLOSED** *(Cerrado)*	**7:00 a.m. To 7:00 p.m.**
First Colony Conference Center 3232 Austin Parkway, Sugar Land, TX **Hightower High School** 3333 Hurricane Lane, Missouri City, TX **Four Corners Community Center** 15700 Old Richmond Rd, Sugar Land, TX **Sugar Land Branch Library** 550 Eldridge, Sugar Land, TX **James Bowie Middle School** 700 Plantation Dr, Richmond, TX **Randall's** 5800 New Territory Blvd., Sugar Land, TX	**8:00 a.m. To 7:00 p.m**	**8:00 a.m. To 5:00 p.m**	**CLOSED** *(Cerrado)*	**7:00 a.m. To 7:00 p.m.**
Sienna Branch Library 8411 Sienna Springs Blvd, Missouri City, TX **Sugar Land City Hall** 700 Town Center Blvd, Sugar Land, TX **Chasewood Clubhouse** 7622 Chasewood Drive, Missouri City, TX	**10:00 a.m. To 7:00 p.m**	**CLOSED** *(Cerrado)*	**CLOSED** *(Cerrado)*	**7:00 a.m. To 7:00 p.m.**
Fort Bend ISD Admin. Bldg. 16431 Lexington Blvd., Sugar Land, TX	**8:00 a.m. To 7:00 p.m**	**CLOSED** *(Cerrado)*	**CLOSED** *(Cerrado)*	**7:00 a.m. To 7:00 p.m.**
Stafford City Hall 2610 Main St., Stafford, TX	**8:00 a.m. To 5:00 p.m**	**CLOSED** *(Cerrado)*	**CLOSED** *(Cerrado)*	**7:00 a.m. To 7:00 p.m.**

City of Fulshear proposed Election Services Contract
Estimate for the conduct of the May 6, 2017 Joint Election

A. Statistical Information

1.	Number of Registered Voters	4,883
2.	Number of Precincts	4
3.	Number of election day polling places (excluding early voting)	
4.	Number of polling places shared with another entity	
5.	Number of public buildings used as polling places	
6.	Number of early voting stations	
7.	Voting system:	DRE

B. Cost of Election

									Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
			Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting clerks		3	x	$12	x	95	/ 3	$1,710	
		Locations x	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	4		x	15	x	$11	/ 2	$330	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge			x		x		/	$75	
3.	Election Day Field Techs and othe Temp workers								$75	
4.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								$50	
5.	FICA & Workers Comp								$280	
6.	Election supplies & equipment									
	Early Voting		Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		1	x	$35	/	3		$12	
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PC's		1	x	$125	/	3		$42	
	c. Early Voting label printers		1	x	$35	/	3		$12	
	d. Early Voting JBCs		1	x	$125	/	3		$42	
	e. Early Voting eSlates		6	x	$100	/	3		$200	
	f. Cell Phones - 9 days		1	x	$35	/	3		$12	

7.	**Election Day**					
	h. Election Day supply kits	1 x	$35 /	2	$18	
	i. Election Day JBCs	1 x	$125 /	2	$63	
	j. Election Day laptop PC's	1 x	$50 /	2	$25	
	k. Election Day label printers	1 x	$25 /	2	$18	
	l. Election Day eSlates	6 x	$100 /	2	$300	
	m. Election Day Cell Phones	1 x	$7 /	2	$4	
8.	Delivery of Voting Equipment & Supplies					
	a. Early Voting & Election Day				$50	
9.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
	a. Election (number of polling places rented)				$0	
10	Publication of electronic voting system notices) (TEC § 127.096(a))					
	a. Election				$15	
11.	Miscellaneous election expenses (itemize)					
	a. General					
	Ballot Layout & Coding				$300	
	Absentee Ballots -Printed & Mailed @ $1.00				$150	
	Mileage reimbursements				$50	
					$0	
					$0	
	SUBTOTAL				$3,833	
12.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
	a. Election				$383	
13.	Cost of Joint election				$4,216	