



6611 W. Cross Creek Bend Lane, PO Box 279  
Fulshear, Texas 77441  
Phone: 281-346-1796 ~ Fax: 281-346-2556  
[www.FulshearTexas.gov](http://www.FulshearTexas.gov)

**CITY COUNCIL:**

**MAYOR:** Don McCoy

**MAYOR PRO-TEM/DISTRICT 4:**  
Joel Patterson

**COUNCIL MEMBER AT-LARGE:**  
Kent Pool

**COUNCIL MEMBER AT-LARGE:**  
Jason Knappe

**COUNCIL MEMBER DISTRICT 1:**  
Sarah B Johnson

**COUNCIL MEMBER DISTRICT 2:**  
Patrick Powers

**COUNCIL MEMBER DISTRICT 3:**  
Christina Baron

**COUNCIL MEMBER DISTRICT 5:**  
Abhijeet Utturkar

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## **SPECIAL CITY COUNCIL MEETING AGENDA**

### **Tuesday, December 3, 2024**

### **6:00 PM**

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NOTICE IS HEREBY GIVEN OF A CITY COUNCIL SPECIAL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, December 3, 2024** IN THE CITY OF FULSHEAR MUNICIPAL COMPLEX, COUNCIL CHAMBERS, 6611 W. CROSS CREEK BEND LANE, FULSHEAR, TX 77441 FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

INCIDENTAL MEETING NOTICE: A QUORUM OF THE CITY OF FULSHEAR CITY COUNCIL, PLANNING AND ZONING COMMISSION, CITY OF FULSHEAR DEVELOPMENT CORPORATION (TYPE A), FULSHEAR DEVELOPMENT CORPORATION (TYPE B), PARKS AND RECREATION COMMISSION, HISTORIC PRESERVATION AND MUSEUM COMMISSION, ZONING BOARD OF ADJUSTMENT, CHARTER REVIEW COMMISSION, OR ANY OF THESE, MAY BE IN ATTENDANCE AT THE MEETING SPECIFIED IN THE FORGOING NOTICE, WHICH ATTENDANCE MAY CONSTITUTE A MEETING OF SUCH GOVERNMENTAL BODY OR BODIES AS DEFINED BY THE TEXAS OPEN MEETINGS ACT, CHAPTER 551, TEXAS GOVERNMENT CODE. THEREFORE IN ADDITION TO THE FORGOING NOTICE, NOTICE IS HEREBY GIVEN OF A MEETING OF EACH OF THE ABOVE-NAMED GOVERNMENTAL BODIES, THE DATE, HOUR, PLACE, AND SUBJECT OF WHICH IS THE SAME AS SPECIFIED IN THE FORGOING NOTICE.

- i. CALL TO ORDER**
- ii. QUORUM AND ROLL CALL**
- iii. INVOCATION**
- iv. PLEDGE OF ALLEGIANCE TO THE US FLAG**  
I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL
- v. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG**  
HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE

UNDER GOD, ONE AND INDIVISIBLE

**vi. CITIZEN COMMENTS**

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

**vii. BUSINESS**

- A. CONSIDERATION AND POSSIBLE ACTION FOR THE CITY TO ENTER INTO AN AGREEMENT WITH TEXPOOL AN INVESTMENT SERVICE FOR PUBLIC FUNDS**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND FORT BEND JORDAN RANCH, L.P.**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO MASTER FEE SCHEDULE AS IT RELATES TO ENVIRONMENTAL HEALTH AND MULTI-FAMILY INSPECTIONS**
- D. DISCUSSION AND POSSIBLE ACTION REGARDING THE ADDITION OF REGULARLY OCCURRING SPECIAL CITY COUNCIL MEETINGS**

**viii. EXECUTIVE SESSION**

- A. CLOSED SESSION IN ACCORDANCE WITH SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULTATION WITH ATTORNEY. A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT: (1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT: (A) PENDING OR CONTEMPLATED LITIGATION; OR (B) A SETTLEMENT OFFER; OR (2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551, GOVERNMENT CODE**

- REDISTRICTING**
- ESTABLISHING ADDITIONAL QUALIFICATIONS OR DISTRICTS WITHIN WHICH AT-LARGE CANDIDATES MUST RESIDE, AS AUTHORIZED BY SECTION 3.03 OF THE CHARTER**
- AUTHORITY AND PROCEDURES RELATING TO BONDS**
- CITY OF FULSHEAR HOME-RULE CHARTER**
- CHAPTER 171, LOCAL GOVERNMENT CODE**
- CHAPTER 176, LOCAL GOVERNMENT CODE**
- CHAPTER 551, GOVERNMENT CODE**

- **CHAPTER 552, GOVERNMENT CODE**

**ix. ACTION FROM EXECUTIVE SESSION**

- A.**
- **REDISTRICTING**
  - **ESTABLISHING ADDITIONAL QUALIFICATIONS OR DISTRICTS WITHIN WHICH AT-LARGE CANDIDATES MUST RESIDE, AS AUTHORIZED BY SECTION 3.03 OF THE CHARTER**
  - **AUTHORITY AND PROCEDURES RELATING TO BONDS**
  - **CITY OF FULSHEAR HOME-RULE CHARTER**
  - **CHAPTER 171, LOCAL GOVERNMENT CODE**
  - **CHAPTER 176, LOCAL GOVERNMENT CODE**
  - **CHAPTER 551, GOVERNMENT CODE**
  - **CHAPTER 552, GOVERNMENT CODE**

**x. ADJOURNMENT**

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 218-346-1796 FOR FURTHER INFORMATION.

I, MARIELA RODRIGUEZ, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF FULSHEAR, TEXAS WAS POSTED ON NOVEMBER 27, 2024 BY 5:00PM IN A PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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MARIELA RODRIGUEZ, CITY SECRETARY

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

**AGENDA OF:** December 3, 2024  
**DEPARTMENT:** Finance  
**PRESENTER:** Erin Tureau

**ITEMS:** vii.A  
**PREPARED BY:** Erin Tureau

**SUBJECT:** CONSIDERATION AND POSSIBLE ACTION FOR THE CITY TO ENTER INTO AN AGREEMENT WITH TEXPOOL AN INVESTMENT SERVICE FOR PUBLIC FUNDS

**Expenditure Required:**  
**Amount Budgeted:**  
**Funding Account:**  
**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**

TexPool was organized in 1989 and is the largest and oldest local government investment pool in the State of Texas. It currently provides investment services to over 2,750 communities throughout Texas. TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments and is governed by the Texas Public Funds Investment Act, like its participants. The TexPool investments consist exclusively of U.S. Government securities, repurchase agreements collateralized by the U.S. Government securities, and AAA-rated no load money market mutual funds. TexPool is rated AAA by Standard and Poor's, the highest rating a local government investment pool can achieve. Interest is accrued daily and paid monthly to the participant.

TexPool is similar to the investment pool account that the City currently maintains with Texas Class. This new account would provide the City another safe alternative to investing bond proceeds and excess cash while earning interest.

The resolution agreement authorizing participation in the TexPool Investment Pools and Participation Agreement are attached for Council review.

**RECOMMENDATION**

City staff recommends Council approve the City to enter into an agreement with TexPool, an investment service for public funds.

**ATTACHMENTS:**

[TexPool Investment Pools Participation Agreement.pdf](#)  
[Resolution Authorizing Participation in the TexPool Investment P.pdf](#)



# TexPool Investment Pools Participation Agreement

## Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and \_\_\_\_\_ (the "**Participant**").

**WHEREAS**, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

**WHEREAS**, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

**WHEREAS**, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

**WHEREAS**, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

**WHEREAS**, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

**WHEREAS**, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

**WHEREAS**, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

## Article I: Definitions

**"Account"** shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

**"Authorized Investments"** shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

**"Authorized Representative(s) of the Participant"** shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

**"Authorized Representative(s) of the Trust Company"** shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

**"Board"** shall mean the advisory board provided for in the Investment Act (as defined below).

**"Investment Act"** shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

**"Investment Policy"** shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

**"Letter of Instruction"** shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

## Article I: Definitions (continued)

**"Operating Procedures"** shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

**"Participant"** shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

**"Resolution"** shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

## Article II: General Administration

### Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

### Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

### Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

**Section 2.04. Ownership Interest.** Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

**Section 2.05. Independent Audit.** TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

**Section 2.06. Liability.** Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

## Article III: Participant Requirement

**Section 3.01. The Participation Agreement.** The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

### Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**Article IV: Investments**

**Section 4.01. Investments.** All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

**Section 4.02. Failed Investment Transaction.** In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

**Section 4.03. Investment Earnings and Losses Allocation.** All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

**Section 4.04. Commingling of Accounts.** Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

**Article V: Fees, Expenses and Reports**

**Section 5.01. Fees and Expenses.** The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

**Section 5.02. Reports.** A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

**Section 5.03. Confidentiality.** The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**Article VI: Miscellaneous**

**Section 6.01. Notices.** Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant:**

City of Fulshear

Participant

P.O. Box 279

Address

Fulshear

City

T X

State

7 7 4 4 1

Zip

2 8 1 3 4 6 1 7 9 6

Telephone

Fax

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company  
Attn: TexPool Investment Pools  
Rusk State Office Building  
208 East 10th Street  
Austin, TX 78701  
Telephone: (512) 463-4300  
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services  
1001 Texas Ave., Suite 1150  
Houston, TX 77002  
Telephone: 1-866-839-7665 (1-866-TEX-POOL)  
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

**Section 6.02. Taxpayer Identification Number.** The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 74-2154882. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

**Section 6.03. Severability.** If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 6.04. Execution of Counterparts.** This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 6.05. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

**Section 6.06. Captions.** The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

**Section 6.07. Amendments.**

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

**Section 6.08. Termination.** This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

**Section 6.09. Term.** Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

**Section 6.10. Assignment.** The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

**Article VI: Miscellaneous (continued)**

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

**Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.**

**Don McCoy**  
Name of Participant

**SIGNED:**

\_\_\_\_\_  
Signature

**Don McCoy**  
Printed Name

**Mayor**  
Title

\_\_\_\_\_  
Date

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY  
COMPTROLLER OF PUBLIC ACCOUNTS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATE OF INCUMBENCY:**

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

**IN WITNESS WHEREOF**, I have duly executed this certificate as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291



# Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

**WHEREAS,** The City of Fulshear  
 ("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS,** it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS,** the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE,** be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

### Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	<input style="width: 95%; height: 15px;" type="text"/> Signature <u>Erin Tureau</u> Printed Name <u>Finance Director</u> Title	<input style="width: 95%; height: 15px;" type="text"/> Telephone Number <u>2 8 1 3 4 6 1 7 9 6</u> <input style="width: 95%; height: 15px;" type="text"/> Fax Number <input style="width: 95%; height: 15px;" type="text"/> Email <u>etureau@fulsheartexas.gov</u>
2.	<input style="width: 95%; height: 15px;" type="text"/> Signature <u>George Moon</u> Printed Name <u>Accountant II</u> Title	<input style="width: 95%; height: 15px;" type="text"/> Telephone Number <u>2 8 1 3 4 6 1 7 9 6</u> <input style="width: 95%; height: 15px;" type="text"/> Fax Number <input style="width: 95%; height: 15px;" type="text"/> Email <u>gmoon@fulsheartexas.gov</u>
3.	<input style="width: 95%; height: 15px;" type="text"/> Signature <u>Stacy Powell</u> Printed Name <u>Accountant I</u> Title	<input style="width: 95%; height: 15px;" type="text"/> Telephone Number <u>2 8 1 3 4 6 1 7 9 6</u> <input style="width: 95%; height: 15px;" type="text"/> Fax Number <input style="width: 95%; height: 15px;" type="text"/> Email <u>spowell@fulsheartexas.gov</u>
4.	<input style="width: 95%; height: 15px;" type="text"/> Signature <input style="width: 95%; height: 15px;" type="text"/> Printed Name <input style="width: 95%; height: 15px;" type="text"/> Title	<input style="width: 95%; height: 15px;" type="text"/> Telephone Number <input style="width: 95%; height: 15px;" type="text"/> Fax Number <input style="width: 95%; height: 15px;" type="text"/> Email

Authorized Representatives of the Participant (continued)

5.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email
6.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Erin Tureau  
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<u>Zach Goodlander</u>	<u>City Manager</u>
	Printed Name	Title
	<u>2 8 1 3 4 6 1 7 9 6</u>	<u>zgoodlander@fulsheartexas.gov</u>
	Telephone Number	Email
	<input type="text"/>	<input type="text"/>
	Fax Number	
2.	<u>Kelsee Lee</u>	<u>Assistant City Manager</u>
	Printed Name	Title
	<u>2 8 1 3 4 6 1 7 9 6</u>	<u>klee@fulsheartexas.gov</u>
	Telephone Number	Email
	<input type="text"/>	<input type="text"/>
	Fax Number	
3.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
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	Telephone Number	Email
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	Telephone Number	Email
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	Fax Number	
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	Printed Name	Title
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	Telephone Number	Email
	<input type="text"/>	<input type="text"/>
	Fax Number	

**Authorized Representatives of the Participant (continued)**

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

03 day of December, 2024.

**Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.**

\_\_\_\_\_

Name of Participant

**SIGNED:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**ATTEST:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291

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

**AGENDA OF:** December 3, 2024

**DEPARTMENT:** Planning

**PRESENTER:** Joshua Brothers

**ITEMS:** vii.B

**PREPARED BY:** Josh Brothers

**SUBJECT:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND FORT BEND JORDAN RANCH, L.P.

**Expenditure Required:**

**Amount Budgeted:**

**Funding Account:**

**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**

The Development Agreement between the City of Fulshear, Texas, and Fort Bend Jordan Ranch L.P. needs to be amended to include an approximately 16.771 acres along Woods Road. A petition to annex this property into Fort Bend County MUD 3A, and update the Jordan Ranch General Plan, was presented to City Council and approved on November 19th.

**RECOMMENDATION**

City staff recommends that the City Council approve the first amendment to the development agreement between the City of Fulshear, Texas, and Fort Bend Jordan Ranch L.P.

**ATTACHMENTS:**

[First Amendment to the Development Agreement with Fort Bend Jordan Ranch L.P\\_.pdf](#)

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF FULSHEAR, TEXAS,**  
**AND FORT BEND JORDAN RANCH, L.P.**

THIS First Amendment to the Development Agreement Between the City of Fulshear, Texas, and Fort Bend Jordan Ranch, L.P. (the “First Amendment”) is made and entered into as of the 3<sup>rd</sup> day of December, 2024 between THE CITY OF FULSHEAR, TEXAS (the “City”), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas; and FORT BEND JORDAN RANCH, L.P., a Texas limited partnership (“Developer”).

**RECITALS**

WHEREAS, The City and Developer entered into that certain Development Agreement effective March 19, 2015 and recorded in Document No. 2015109648, Official Public Records of Fort Bend County, Texas (the “Agreement”); and

WHEREAS, the Agreement contemplates the purchase of additional land by Developer and Developer making such land subject to the terms of the Agreement; and

WHEREAS, Developer is purchasing an additional approximately 16.771 acres of land (the “16.771-acre Tract”); and

WHEREAS, the City and Developer desire to amend the Agreement to make the 16.771-acre Tract subject to the terms of the Agreement.

**AGREEMENT**

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the City and Developer hereby agree that the Agreement is amended as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
2. Amendment. The Agreement is hereby amended as follows:
  - a. *Property*, defined in Section 1.01, is hereby amended to include the 16.771-acre Tract further described in Exhibit “A” attached hereto.
  - b. Exhibit D of the Agreement is hereby replaced with the updated plan for development approved by the City on December 19, 2024, included in Exhibit “B” attached hereto.
3. Entire Agreement. The provisions of this First Amendment and the Agreement and the documents referenced therein should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First

Amendment and the Agreement and the documents referenced therein, the provisions of this First Amendment shall control.

4. Interpretation. This First Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this First Amendment.

5. Captions. Captions contained in this First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

6. Further Documents. Each Party shall, upon request of the other party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this First Amendment and achieve the intent of the Parties.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Effectiveness. The effectiveness of this First Amendment is subject to the Developer closing on the purchase of the 16.771-acre Tract. Notwithstanding anything contained in this First Amendment, in the event all or a portion of the 16.771-acre Tract is not purchased by the Developer on or before July 1, 2025, then this Agreement, ipso facto, shall be deemed null and void for all purposes and fully and forever without any force or effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first written above.

*[Signature pages follow]*

THE CITY OF FULSHEAR, TEXAS (the "City"), a general law municipality in Fort Bend County, Texas

ATTEST:

\_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

§

This instrument was affirmed and acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of THE CITY OF FULSHEAR, TEXAS, a general law municipality in Fort Bend County, Texas, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

\_\_\_\_\_  
Name Printed or Typed  
My commission expires: \_\_\_\_\_

FORT BEND JORDAN RANCH, L.P., a Texas limited partnership (“Developer”)

By: Jordan Ranch GP, LLC,  
its general partner

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

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

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_       §

This instrument was affirmed and acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Jordan Ranch GP, LLC, a general partner of Fort Bend Jordan Ranch, L.P., a Texas limited partnership, on behalf of said entities.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

\_\_\_\_\_  
Name Printed or Typed  
My commission expires: \_\_\_\_\_

## EXHIBIT "A"

All that certain 16.771 acres (730,545 square feet) of land in the H. & T.C.R.R. CO. Survey, Section 75, Abstract Number 155, Waller County, Texas and being all of the called 0.941 acre tract described as "Tract 1" in the deed from Lyle Talbert Jordan, Trustee of the Lyle Talbert Jordan Non GST Trust to Myrna Jean Jordan Nail, Trustee of the Myrna Jean Jordan Nail Non GST Trust recorded in Volume 901, Volume 375 of the Deed Records of Waller County, Texas, together with a portion of the called 15.396 acre tract described as "Tract 2" in the deed from Lyle Talbert Jordan, Trustee of the Lyle Talbert Jordan Non GST Trust to Myrna Jean Jordan Nail, Trustee of the Myrna Jean Jordan Nail Non GST Trust recorded in Volume 901, Page 380 of the Deed Records of Waller County, Texas, along with all of the called 3.083 acre tract described in the deed from Myrna Jean Jordan Nail, Trustee of the Myrna Jean Jordan Nail Non-GST Trust to Mary Ann Jordan recorded under File Number 1508628 of the Official Public Records of Waller County, Texas, and a portion of Jordan Road, also known as Jordan Field Road (a 70-foot wide private road), said 16.771 acres being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a ½ inch iron pipe found for a northwest corner of said 1352.43 acre tract, common to the southwest corner of the 92.15 acre tract described in the deed from Memorial Willow Creek Farms II, LLC. to Forestar/MWC WCF LLC recorded under File No. 2012086142, in the Official Public Records of Fort Bend County, Texas, S 73° 51' 48" W for a distance of 6,207.85' to the **POINT OF BEGINNING** of herein described tract, also being the northwest corner of said 1,355.41 acre tract.

From the **POINT OF BEGINNING**; Thence, N 88° 02' 48" E for a distance of 1000.45 feet to a point on a line;

Thence, S 02° 41' 55" E for a distance of 1030.07 feet to a point on a line.

Thence, S 88° 02' 48" W for a distance of 540.44 feet to a point on a line.

Thence, N 02° 36' 51" W for a distance of 432.32 feet to a point on a line.

Thence, S 87° 09' 05" W for a distance of 191.65 feet to a point on a line.

Thence, S 02° 36' 07" E for a distance of 33.08 feet to a point on a line.

Thence, S 87° 37' 40" W for a distance of 269.98 feet to a point on a line.

Thence, N 02° 36' 06" W for a distance of 152.77 feet to a point on a line.

Thence, N 88° 02' 51" E for a distance of 270.00 feet to a point on a line.

Thence, N 02° 36' 07" W for a distance of 413.00 feet to a point on a line.

Thence, S 88° 02' 48" W for a distance of 270.00 feet to a point on a line.

Thence N 02° 36' 06" W a distance of 70.00 feet to the **POINT OF BEGINNING**; and containing 16.771 acres of land.





EXHIBIT "B"

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

**AGENDA OF:** December 3, 2024  
**DEPARTMENT:** Planning  
**PRESENTER:** Nimra Zubair

**ITEMS:** vii.C  
**PREPARED BY:** Nimra Zubair

**SUBJECT:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO MASTER FEE SCHEDULE AS IT RELATES TO ENVIRONMENTAL HEALTH AND MULTI-FAMILY INSPECTIONS

**Expenditure Required:**  
**Amount Budgeted:**  
**Funding Account:**  
**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**

City staff has completed an extensive review and analysis of the current fees that exist for health-related services as well as fees needed to cover the cost of a new Planning Department initiative – the multifamily premise and unit safety inspection.

The current health fees were originally adopted in early 2023, not long after the County informed the City it would no longer provide these services and have been in effect since. As of July 2024, the city has hired a new full-time Senior Environmental Health Specialist. This new position was not only tasked with completing the important health inspections of food establishments, but also to evaluate processes, organizational structure, and fees to create an efficient and effective health program within the City of Fulshear. As a result of these combined efforts, the Planning Department is excited to propose updated health fees aimed at reducing the burden placed on small business owners. The proposed fees have been calculated by evaluating the true cost incurred by the city when executing these services. Additionally, the fees were then compared to cities of comparable size to identify where the services and associated fees are reasonable. Below is a detailed outline explaining how the new fees were derived and how they compare to the current fees.

**Brick and Mortar:**

Though the application fee and plan review fee remain the same for any new food establishment within the City of Fulshear, the inspection fees related to those establishments have been significantly reduced to reflect the cost and resources expanded through the development process including plan review and inspections.

**Non-profit:**

Health fees related to non-profit food establishments and/or vendors is being reduced from \$120.00 to \$60.00 due to the simple nature of the health inspections.

### **Mobile Food Units (MFUs):**

Mobile food unit fees were significantly reduced by over 50%, with the goal of alleviating extraneous permit costs for small businesses owners.

### **Inspections/Reinspection's for opening, construction, operations**

Fees related to inspections conducted before and during operations have all been significantly reduced.

### **Temporary Food Permit:**

The current fee schedule had numerous types of temporary events and associated fees. It was identified that the cost for temporary vendors could be reduced by creating one type of temporary vendor with a flat fee of \$25.00. Furthermore, we increased the temporary food permit from one day to three days, allowing small businesses additional time to operate within the city limits.

### **Childcare Facilities:**

Currently childcare facilities are being treated as brick-and-mortar food establishments with the fees being based on the number of employees that work at that facility. This typically means that an average daycare will be charged an annual health permit fee of \$725.00. City staff is proposing that we create specific fees for daycares with and without kitchens to remove unnecessary cost to the establishment. Daycares facilities with kitchens will be charged \$320.00 annually and facilities without kitchens will be charged \$120.00.

### **Farmers Market/Event Vendor:**

Currently, a temporary food vendor not covered under the cottage law and wanting to participate in a Farmers Market or other event is being charged a \$40.00 base fee + \$25.00 per operational day. City staff is proposing that this fee be removed completely and replaced with a unique farmer's market/event vendor fee of \$120.00 annually. This permit is *only* applicable for city approved events. Food vendors will now have a choice between a \$25.00 temporary food vendor permit valid for three days or a \$120.00 event vendor permit valid for a year.

### **Multi-Family Unit and Premise Inspection Fees:**

In an effort to monitor the impacts of multi-family dwellings, including apartment complexes, within city limits, city staff is proposing the implementation of a unit safety and premise inspection. Inspectors will evaluate both inside the unit and the surrounding property, confirming that the property is compliant with city code. Unit inspections will be completed upon a change in tenant of a rental unit at a cost of \$75.00 per inspection. The premise inspection will be completed biannually at an annual rate of \$250.00. An ordinance is not required to carry out these tasks as the authority to perform the inspections have been granted through the adoption of the International Building Code.

### **RECOMMENDATION**

City staff recommends that the City Council approves the amendments to the fee schedule.

**ATTACHMENTS:**

[Environmental Health Fees Redlined.pdf](#)

[Health Fee Comparative Table.pdf](#)

[Environmental Health Fees Proposed \(Clean Version\).pdf](#)

[Mutli Family Dwellings Proposed Fees and Research.pdf](#)

**Environmental Health**

Initial Permit Fee based on Number of Employees, Application Fee \$125.00, Plan Review Fee \$500.00

Annual Permit Renewal Based on Number of Employees

1 – 4 Employees	\$225.00
5 – 9 Employees	<del>\$475.00</del> <u>\$320.00</u>
10 -25 Employees	<del>\$725.00</del> <u>\$440.00</u>
26 - 50 Employees	<del>\$950.00</del> <u>\$570.00</u>
51 – 100 Employees	<del>\$1,250.00</del> <u>\$705.00</u>
101 or more Employees	<del>\$1,500.00</del> <u>\$850.00</u>

Non-profit Food Establishment (Annual) ~~\$120.00~~\$60.00

Mobile Food ~~Establishment Medallion~~Unit (Annual) ~~\$420.00~~\$200.00

~~Retail Frozen Dessert Manufacturing~~ ~~\$250.00~~

~~Frozen Dessert Excess Sample~~ ~~\$125.00~~

~~Food Establishment Permit Special Processing~~ ~~\$125.00~~

Food Establishment Pre-opening inspection ~~\$180.00~~\$120.00

Food Establishment Construction Re-inspection ~~\$125.00~~\$60.00

Food Establishment Operations Re-inspection ~~41% of Fee for Existing Permit~~\$60.00

~~Replacement of Permit or Medallion~~ ~~\$25.00~~

**Temporary Food Permit**

~~Temporary Food Establishment Permit TYPE 1~~ ~~\$40.00 + \$25.00 Per Day of Operation~~

~~Temporary Food Establishment Permit TYPE 2~~ ~~\$510.00~~

Temporary Vendor ~~\$25.00~~ (Valid for 3 days)

~~Expedited Temporary Food Permit~~ ~~\$30.00~~

**Childcare Facilities Annual Permit Fee**

~~Childcare Facility with Kitchen~~ ~~\$320.00~~

~~Childcare Facility without Kitchen~~ ~~\$120.00~~

**Food Vendor**

~~City Approved Farmers Market/Event Vendor (Annual)~~ ~~\$120.00~~

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	Current Fees	Proposed Fees	Net Difference	Pearland Fees	Rosenberg Fees	Sugar land Fees	Williamson County Fees
<b>Annual Permit Renewal based on # of employees</b>							
Application Fee / Plan Review Fee	125.00/500.00	125.00/500.00	0				
1 – 4 Employees	225.00	225.00	0	150.00	200.00	241.00	200.00
5 – 9 Employees	475.00	320.00	155.00	200.00	300.00	483.25	300.00
10 -25 Employees	725.00	440.00	285.00	350.00	400.00	724.75	400.00
26 – 50 Employees	950.00	570.00	380.00	500.00	500.00	966.25	550.00
51 – 100 Employees	1,250.00	705.00	545.00	600.00	600.00	1,207.75	750.00
101 or more Employees	1,500.00	850.00	650.00	750.00	700.00	1,449.50	-
Non-Profit Food Establishment	120.00	60.00	60.00	-	50.00	120.25	-
Mobile Food Unit	420.00	200.00	220.00	250.00	200.00	362.25	200.00
Food Establishment Pre-Opening Inspection	180.00	120.00	60.00	100.00		181.75	-
Food Establishment Construction Re-Inspection	125.00	60.00	65.00	75.00	75.00	175.00	-
Food Establishment Operations Re-Inspection	41% of fee for existing permit	60.00	-	-	-	150.00	-
<b>Temporary Food Permit</b>							
Temporary Food Establishment Permit	40.00 + 25.00 per day	0	-	-	-	39.50 + 25.75	125.00 (2 weeks)
Temporary Food Vendor (3 days)	25.00	25.00	0	100.00 / Event	50.00	22.00	-
<b>Childcare Facilities Annual Permit Fee</b>							
Childcare Facility with Kitchen	0	320.00	-		200.00	-	150.00-300.00
Childcare Facility without Kitchen	0	120.00	-	125.00	-	-	-
<b>Food Vendor</b>							
Farmers Market/Event Vendor	-	120.00 annual	-	100.00 / Event	-	-	100.00 / Event

**Environmental Health**

Initial Permit Fee based on Number of Employees, Application Fee \$125.00, Plan Review Fee \$500.00

Annual Permit Renewal Based on Number of Employees

1 – 4 Employees	\$225.00
5 – 9 Employees	\$320.00
10 -25 Employees	\$440.00
26 - 50 Employees	\$570.00
51 – 100 Employees	\$705.00
101 or more Employees	\$1,850.00

Non-profit Food Establishment (Annual)	\$60.00
Mobile Food Unit (Annual)	\$200.00

Food Establishment Pre-opening inspection	\$120.00
Food Establishment Construction Re-inspection	\$60.00
Food Establishment Operations Re-inspection	60.00

**Temporary Food Permit**

Temporary Vendor	\$25.00 (Valid for 3 days)
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**Childcare Facilities Annual Permit Fee**

Childcare Facility with Kitchen	\$320.00
Childcare Facility without Kitchen	\$120.00

**Food Vendor**

City Approved Farmers Market/Event Vendor (Annual)	\$120.00
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**MULTIFAMILY DWELLING PROPOSED FEES AND RESEARCH**

**1. Background and Proposed Fees:**

The premise inspection will be conducted biannually to ensure the exterior property and surrounding areas are safe and without burden to both tenants and the residents of Fulshear. The recommended fee is \$250.00.

The unit inspection is to be conducted upon a new tenant moving in. The city will work with CenterPoint to ensure that an inspection confirming the unit is in good, habitable condition, before power may be released to the new renter. The recommended fee is \$75.00 per change in lease.

The property management company is responsible for paying all fees related to both premise and unit inspections. The fees will cover any cost the city will incur from this program.

**2. Multi-Family Dwellings in Fulshear City Limits:**

Name	Address	# of Units
Parklane Fulshear	27222 Fulshear Bend Drive Fulshear, Texas 77441	390
Broadstone Cross Creek Ranch	6030 Texas Heritage Pkwy, Fulshear, TX 77441	348
The Argonne Apartments	6636 Argonne Dr, Fulshear, TX 77441	296
Alders Cross Creek	6525 Cross Creek Bend Ln, Fulshear, TX 77441	172
Ventera	COMING SOON	
Enclave		
<b>TOTALS</b>		<b>1206</b>

**3. Fulshear Fees and Comparable Cities:**

<b>City Name:</b>	<b>Population Size</b>	<b>Unit Inspection Fee</b>	<b>Premise Inspection Fee</b>
Fulshear	42,616	\$75.00 (Upon Tennant Change)	\$250.00 Annually
Hutto	38,765	Buildings >' 5 years: \$100; Inspections and reinspection not listed: \$85.00 residential and \$100.00 commercial; Building and Standard application fee \$500.00 + Professional Recovery Fee	
Katy	26,360	\$50.00	
Sealy	7,243	A fee of \$20.00 for each reinspection of each noted violation in a dwelling unit, but not to exceed \$40.00 per unit, within an apartment complex; License Fee: \$25.00 Per Dwelling Unit	A reinspection fee of \$20.00 for each exterior violation item reinspected shall be assessed for inspections that are required to verify that a violation has been repaired or corrected.

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

**AGENDA OF:** December 3, 2024

**DEPARTMENT:** Administration

**PRESENTER:** Zach Goodlander & Kelsee Lee

**ITEMS:** vii.D

**PREPARED BY:** Kimberly Kopecky

**SUBJECT:** DISCUSSION AND POSSIBLE ACTION REGARDING THE ADDITION OF  
REGULARLY OCCURRING SPECIAL CITY COUNCIL MEETINGS

**Expenditure Required:**

**Amount Budgeted:**

**Funding Account:**

**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**

As the City continues to grow and agendas become longer, and Council works to give each agenda item proper consideration, meetings are beginning to move later into the night. Starting meetings at 6 p.m. rather than 5:30 p.m. could, though minor, compound this. If items are tabled, not taken up, or require follow-up, one meeting a month often means a delay of approximately 30 days. Likewise, if an item fails to make it on the agenda in time, it may have to be pushed still a further month back. In an effort to maintain efficiency of City business we propose consideration be given to regularly occurring special meetings.

As an example, a regularly occurring special meeting could allow for a longer form discussion or presentation of an item to take place at the special meeting with adoption to occur two weeks later. This is common practice for many cities of similar or greater size.

The City already has the ability to call special meetings as needed, however, this requires surveying of Council members to determine a quorum and are often on short notice which can limit some Council members participation, but also the irregular timing doesn't provide much advance notice or knowledge to residents. Standardization, perhaps the first Tuesday of each month, or every other month, would eliminate some of these issues. Of course, because they're special meetings Council members failure to attend without approval per the terms of the Charter, would not count against them. And, if there isn't a sufficient enough number of items needing action to warrant the meeting, then it can be from removed from the schedule well enough in advance.

**RECOMMENDATION**

Provide direction regarding the frequency of regularly occurring special meeting.

**ATTACHMENTS:**

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

**AGENDA OF:** December 3, 2024

**DEPARTMENT:** Administration

**PRESENTER:**

**ITEMS:** viii.A

**PREPARED BY:** Katie Lewis

**SUBJECT:**

CLOSED SESSION IN ACCORDANCE WITH SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULTATION WITH ATTORNEY. A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT: (1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT: (A) PENDING OR CONTEMPLATED LITIGATION; OR (B) A SETTLEMENT OFFER; OR (2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551, GOVERNMENT CODE

- REDISTRICTING
- ESTABLISHING ADDITIONAL QUALIFICATIONS OR DISTRICTS WITHIN WHICH AT-LARGE CANDIDATES MUST RESIDE, AS AUTHORIZED BY SECTION 3.03 OF THE CHARTER
- AUTHORITY AND PROCEDURES RELATING TO BONDS
- CITY OF FULSHEAR HOME-RULE CHARTER
- CHAPTER 171, LOCAL GOVERNMENT CODE
- CHAPTER 176, LOCAL GOVERNMENT CODE
- CHAPTER 551, GOVERNMENT CODE
- CHAPTER 552, GOVERNMENT CODE

**Expenditure Required:**

**Amount Budgeted:**

**Funding Account:**

**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**  
**RECOMMENDATION**

**ATTACHMENTS:**

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

**AGENDA OF:** December 3, 2024

**DEPARTMENT:** Administration

**PRESENTER:**

**ITEMS:** ix.A

**PREPARED BY:** Katie Lewis

**SUBJECT:**

- REDISTRICTING
- ESTABLISHING ADDITIONAL QUALIFICATIONS OR DISTRICTS WITHIN WHICH AT-LARGE CANDIDATES MUST RESIDE, AS AUTHORIZED BY SECTION 3.03 OF THE CHARTER
- AUTHORITY AND PROCEDURES RELATING TO BONDS
- CITY OF FULSHEAR HOME-RULE CHARTER
- CHAPTER 171, LOCAL GOVERNMENT CODE
- CHAPTER 176, LOCAL GOVERNMENT CODE
- CHAPTER 551, GOVERNMENT CODE
- CHAPTER 552, GOVERNMENT CODE

**Expenditure Required:**

**Amount Budgeted:**

**Funding Account:**

**Additional Appropriation Required:**

**EXECUTIVE SUMMARY**  
**RECOMMENDATION**

**ATTACHMENTS:**