



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

CITY COUNCIL:

MAYOR: Don McCoy

COUNCIL MEMBER AT-LARGE:
Camron K Miller

COUNCIL MEMBER AT-LARGE:
Jason Knappe

MAYOR PRO-TEM/DISTRICT 1:
Sarah B Johnson

COUNCIL MEMBER DISTRICT 2:
Patrick Powers

COUNCIL MEMBER DISTRICT 3:
Christina Baron

COUNCIL MEMBER DISTRICT 4:
Richard Russell

COUNCIL MEMBER DISTRICT 5:
Abhijeet Utturkar

SPECIAL CITY COUNCIL MEETING AGENDA

Tuesday, January 6, 2026

6:00 PM

NOTICE IS HEREBY GIVEN OF A CITY COUNCIL SPECIAL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, January 6, 2026** 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. PUBLIC HEARING

A.

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE CITY OF FULSHEAR, TEXAS, PROPOSES TO INSTITUTE ANNEXATION PROCEEDINGS TO ENLARGE AND EXTEND THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE FOLLOWING DESCRIBED TERRITORY, TO-WIT:

BEING 25.17 ACRES OF LAND SITUATED IN THE 0113 JNO D BOND, FORT BEND COUNTY, AND GENERALLY SITUATED NEAR THE SOUTHEAST CORNER OF THE INTERSECTION OF WOODS ROAD AND TAMARRON PARK DRIVE

A PUBLIC HEARING WILL BE HELD BY AND BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR AT 6:00 P.M. ON TUESDAY, JANUARY 06, 2026, AT THE FULSHEAR MUNICIPAL COMPLEX, 6611 W. CROSS CREEK BEND LN., FULSHEAR, TEXAS 77441, FOR ALL PERSONS INTERESTED IN THE ABOVE PROPOSED ANNEXATION. AT SAID TIME AND PLACE, ALL SUCH PERSONS SHALL HAVE THE RIGHT TO APPEAR AND BE HEARD.

A MORE DETAILED DESCRIPTION AND MAP OF THE PROPERTY PROPOSED FOR ANNEXATION IS ON FILE AT THE OFFICE OF THE CITY SECRETARY OF THE CITY OF FULSHEAR, TEXAS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CALL THE CITY SECRETARY'S OFFICE AT 281-346-1796.

viii. CONSENT

ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND ARE GENERALLY ENACTED IN ONE MOTION, THE EXCEPTION TO THIS RULE IS THAT COUNCIL MEMBER(S) MAY REQUEST ONE OR MORE ITEMS TO BE REMOVED FROM THE CONSENT AGENDA FOR A SEPARATE DISCUSSION

AND ACTION.

- A. **CONSENT AND APPROVAL OF UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR TAMARRON WEST WATER PLANT (WATER PLANT NO.2) FROM FORT BEND COUNTY MUD NO.222**
- B. **CONSENT AND APPROVAL OF STREET CONVEYANCE, UTILITY CONVEYANCE, AND SECURITY AGREEMENT FOR PECAN RIDGE SECTION 13 FROM FORT BEND COUNTY MUD NO.175**
- C. **CONSENT AND APPROVAL OF WATER LINE EASEMENT CONVEYANCE FROM FORT BEND COUNTY**

ix. BUSINESS

- A. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1519, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF DONATION BINS AND PROVIDING FOR PENALTIES IN AMOUNTS NOT TO EXCEED TWO THOUSAND DOLLARS FOR VIOLATIONS**
- B. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1520, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTION, AND REGULATIONS OF SAID CITY**
- C. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2026-692, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, REMOVING CERTAIN DIRECTORS FROM THE BOARD OF DIRECTORS OF THE 1093 RAILS TO TRAILS LOCAL GOVERNMENT CORPORATION AND APPOINTING NEW QUALIFIED DIRECTORS TO FILL THE RESULTING VACANCIES**
- D. **PRESENTATION REGARDING SPONSORSHIP OPPORTUNITIES FOR CITY PARKS**
- E. **PRESENTATION REGARDING PRIMROSE PARK BASEBALL COMPLEX RECOGNIZED SPORTS ASSOCIATION OPTIONS**

x. EXECUTIVE SESSION

- A. **EXECUTIVE SESSION - PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE ATTORNEY AND DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY FOR PARK LAND ACQUISITION**

B. EXECUTIVE SESSION – CLOSED SESSION IN ACCORDANCE WITH SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULTATION WITH ATTORNEY REGARDING THE NORTH FORT BEND WATER AUTHORITY (NFBWA)

C. EXECUTIVE SESSION – 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

- **CITY HALL CONSTRUCTION/DESIGN DEFECT**

xi. ACTION FROM EXECUTIVE SESSION

A. PARK LAND ACQUISITION

B. NORTH FORT BEND WATER AUTHORITY (NFBWA)

C. CITY HALL CONSTRUCTION/DESIGN DEFECT

xii. 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 DECEMBER 30, 2025 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.

MARIELA RODRIGUEZ, CITY SECRETARY

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

AGENDA OF: January 6, 2026
DEPARTMENT: Planning
PRESENTER:

ITEMS: vii.A
PREPARED BY: Josh Brothers

SUBJECT:

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE CITY OF FULSHEAR, TEXAS, PROPOSES TO INSTITUTE ANNEXATION PROCEEDINGS TO ENLARGE AND EXTEND THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE FOLLOWING DESCRIBED TERRITORY, TO-WIT:

&NBSP;

BEING 25.17 ACRES OF LAND SITUATED IN THE 0113 JNO D BOND, FORT BEND COUNTY, AND GENERALLY SITUATED NEAR THE SOUTHEAST CORNER OF THE INTERSECTION OF WOODS ROAD AND TAMARRON PARK DRIVE

&NBSP;

A PUBLIC HEARING WILL BE HELD BY AND BEFORE THE CITY COUNCIL OF THE CITY OF FULSHEAR AT 6:00 P.M. ON TUESDAY, JANUARY 06, 2026, AT THE FULSHEAR MUNICIPAL COMPLEX, 6611 W. CROSS CREEK BEND LN., FULSHEAR, TEXAS 77441, FOR ALL PERSONS INTERESTED IN THE ABOVE PROPOSED ANNEXATION. AT SAID TIME AND PLACE, ALL SUCH PERSONS SHALL HAVE THE RIGHT TO APPEAR AND BE HEARD.

&NBSP;

A MORE DETAILED DESCRIPTION AND MAP OF THE PROPERTY PROPOSED FOR ANNEXATION IS ON FILE AT THE OFFICE OF THE CITY SECRETARY OF THE CITY OF FULSHEAR, TEXAS.

&NBSP;

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CALL THE CITY SECRETARY'S OFFICE AT 281-346-1796.

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: January 6, 2026
DEPARTMENT: Public Works
PRESENTER: Ben Glynn

ITEMS: viii.A
PREPARED BY: Kayla Villagomez

SUBJECT: CONSENT AND APPROVAL OF UTILITY CONVEYANCE AND SECURITY AGREEMENT FOR TAMARRON WEST WATER PLANT (WATER PLANT NO.2) FROM FORT BEND COUNTY MUD NO.222

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

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10. As construction of each Phase is completed, the City shall inspect. If the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation, and maintenance. The District, Fort Bend County Municipal Utility District No. 222, is submitting for consideration a Utility Conveyance and Security Agreement for Tamarron West Water Plant North (Water Plant No. 2).

RECOMMENDATION

Staff recommends approval of the utility conveyance and security agreement.

ATTACHMENTS:

[UCSA-Tamarron West Water Plant North.pdf](#)

obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

THE "DISTRICT":

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 222

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025 by _____, as _____, of the Board of Directors of Fort Bend County Municipal Utility District No. 222, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

THE "CITY":

CITY OF FULSHEAR, TEXAS

By: ____ Don McCoy, Mayor

Date: _____

ATTEST:

Mariela Rodriguez, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____ the Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"

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

AGENDA OF: January 6, 2026
DEPARTMENT: Public Works
PRESENTER: Cliff Brouhard

ITEMS: viii.B
PREPARED BY: Kayla Villagomez

SUBJECT: CONSENT AND APPROVAL OF STREET CONVEYANCE, UTILITY CONVEYANCE, AND SECURITY AGREEMENT FOR PECAN RIDGE SECTION 13 FROM FORT BEND COUNTY MUD NO.175

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

EXECUTIVE SUMMARY

As each Phase of development are acquired and constructed, the MUD Districts prepare documents that are submitted to the City with a request for consideration for transfer of ownership, which is considered and approved by City Council. The Districts, in accordance with the Development Agreement and Utility Agreements in place, have complied with Section 2.10. As construction of each Phase is completed, the City shall inspect. If the City finds that the Phase has been completed in accordance with the final plans and specifications approved by the City, or any modifications approved by the City, the City will accept the Phase for ownership, operation, and maintenance. The District, Fort Bend County Municipal Utility District No. 175, is submitting for consideration a Street Conveyance, Utility Conveyance, and Security Agreement for Pecan Ridge, Section 13.

Cost Breakdown:
Water- \$547,445.41
Sanitary Sewer- \$522,745.58
Storm Sewer- \$1,105,423.26
Paving- \$1,265,933.75

RECOMMENDATION

Staff recommends approval of the utility conveyance and security agreement.

ATTACHMENTS:

[Street Acceptance - Pecan Ridge Section 13.pdf](#)
[Utility Conveyance and Security Agreement - Pecan Ridge Section 13.pdf](#)

STREET ACCEPTANCE

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, a plat for Pecan Ridge Section 13 has been recorded under Plat No. 20250210 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

WHEREAS, the City of Fulshear, Texas (the "City"), desires to accept the Streets for operation and maintenance.

Now, Therefore, the City hereby accepts the Streets for operation and maintenance by the City.

CITY OF FULSHEAR, TEXAS

Don McCoy
Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Don McCoy as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

obligations under the Utility Agreement. The District reserves said security interest under Texas law and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

[Signature Pages Follow]

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175

By: [Signature]

Name: LEE RUSSELL

Title: VICE PRESIDENT

Date: 12/04/25

ATTEST:

[Signature]
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day of December, 2025, by LEE RUSSELL, as VICE PRESIDENT, and BERTHA FAIR, as SECRETARY of the Board of Directors of Fort Bend County Municipal Utility District No. 175, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____
Name: Don McCoy
Title: Mayor
Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Don McCoy as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Kathryn Easey, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027

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

AGENDA OF: January 6, 2026
DEPARTMENT: Administration
PRESENTER: Zach Goodlander

ITEMS: viii.C
PREPARED BY: Kimberly Kopecky

SUBJECT: CONSENT AND APPROVAL OF WATER LINE EASEMENT CONVEYANCE FROM FORT BEND COUNTY

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

EXECUTIVE SUMMARY

This water line easement is being conveyed from the County to the City of Fulshear, and has within it the water line providing service to the County Library. It was never conveyed from the County to the Texas Heritage Parkway Improvement District (THPID), and was therefore not included in the recent conveyance of water/sanitary easements in the Ginter/GM Tract from THPID to the City, and is being conveyed now directly from the County to the City.

RECOMMENDATION

ATTACHMENTS:

[draft-waterline-easement-rev1-City-Fulshear-20318x.pdf](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter called "Grantor"), with a mailing address of 301 Jackson St, Richmond, Texas 77469, for the mutual benefits to be derived therefrom and other good and valuable consideration, has GRANTED, GIVEN, and CONVEYED, and by these presents does GRANT, GIVE, and CONVEY unto the CITY OF FULSHEAR, TEXAS, a home-rule municipality, (hereinafter called "Grantee", whether one or more), with a mailing address of 6611 W. Cross Creek Bend Ln, Fulshear, Texas 77441, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of water lines and all related connections and appurtenances (collectively, the "Facilities") in, over, under, across, along, upon, and through that certain tract or parcel of land containing 0.1299 acres (5,660 square feet); said 0.1299 acres being out of that certain 5.062 acre tract of land situated in the Enoch Latham Survey, Abstract No. 50, Fort Bend County, Texas, and more particularly described by metes and bounds attached hereto as "Exhibit A" and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify, and operate the Facilities in, over, under, across, along, upon, and through the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements form with the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as

reasonably as practical to substantially its condition prior to the undertaking of such work; provided, however, Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

Subject to the limitations set forth herein, Grantor expressly reserves unto itself, its successors and assigns, the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided, however, such use and enjoyment of the surface of the Easement Tract shall not materially interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any houses, buildings, structures, or other permanent above-ground improvements or other obstructions (other than pavement and fencing, which shall be permitted without the prior written consent of Grantee), or plant or locate any deep-rooted trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs (or otherwise permits the construction, placement, or installation of) any obstruction that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, upon prior written notice delivered to Grantor (except in the event of an emergency, in which case Grantee shall deliver written notice to Grantor promptly thereafter), Grantee shall have the right to prevent or remove such obstruction, at Grantor's sole cost and expense, without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

The Easement hereby granted is non-exclusive, and Grantor, its successors, and assigns, shall have the right from time to time to grant further easements over, across, and through the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or materially interfere with Grantee's rights and privileges granted herein and the intended purpose of this Easement.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas,

to the extent in effect and validly enforceable against the Easement Tract (the “Permitted Encumbrances”).

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors, and assigns forever. Grantor does hereby bind itself and its successors and assign to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party’s failure to insist on the strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be in a court of competent jurisdiction situated in the Fort Bend County, Texas.

When the context requires, singular nouns and pronouns include the plural.

{Execution Pages Follow}

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GRANTOR

FORT BEND COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____
KP George, County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Instrument was acknowledged before me, the undersigned notary, on this _____ day of _____ 2025, by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ACCEPTED BY GRANTEE:

CITY OF FULSHEAR, TEXAS,
a home-rule municipality

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me, the undersigned notary, on this _____ day of _____ 2025, by _____, _____ of the City of Fulshear, Texas, a home-rule municipality, on behalf of said municipality.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Please Return to:

City of Fulshear, Texas
Attn: City Manager
6611 W. Cross Creek Bend lane
Fulshear, Texas 77441

EXHIBIT A

(Follows Behind)

**DESCRIPTION OF A 0.1299-ACRE
(5,660 SQ. FT.) EASEMENT SITUATED
IN THE ENOCH LATHAM SURVEY,
A-50, FORT BEND COUNTY, TEXAS**

Being a description of a 0.1299-acre (5,660 square foot) easement situated in the Enoch Latham Survey, A-50, Fort Bend County, Texas. Said 0.1299-acre easement being out of a called 5.062-acre tract of land conveyed to Fort Bend County, Texas, by deed recorded under Fort Bend County Clerk's File No. 2021106274 of the Official Public Records of Fort Bend County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.00013. All distances are surface:

COMMENCING (N=13,815,860.21, E=2,959,038.94) at a 1½-inch iron rod with cap stamped "BGE INC" found in the existing west right-of-way line of Texas Heritage Parkway (Variable Width Right-Of-Way), by deeds recorded under Fort Bend County Clerk's File Nos. 2017077964, 2017044716, 2019057632 & 2020041988, all of the Official Public Records of Fort Bend County, Texas, for the southeast corner of a called 2.746-acre tract of land (Proposed Drill Site) conveyed to Fort Bend County, Texas, by deed recorded under Fort Bend County Clerk's File No. 2020062515 of the Official Public Records of Fort Bend County Texas, for a northeast corner of said remainder of the 137.294-acre tract and for the northeast corner of proposed Unrestricted Reserve "B";

THENCE South 88 deg. 22 min. 08 sec. West, with the south line of said 2.746-acre tract, with the south line of a called 286.3-acre tract of land conveyed to COR Loan Subsidiary 1, L.P., by deed recorded under Fort Bend County Clerk's File No. 2019136872 of the Official Public Records of Fort Bend County, Texas, with the south right-of-way line of York Way (70-Foot Wide Right-Of-Way), by plat recorded under Plat No. 20220022 of the Fort Bend County Plat Records, with a north line of said remainder of the 137.294-acre tract, with the north line of said proposed Unrestricted Reserve "B and with the north right-of-way line of proposed GM Library Road, a distance of 990.34 feet to a point for the southwest corner of said York Way, for the northwest corner of said proposed GM Library Road, for the southeast corner of Creek Rush At Cross Creek Ranch, Section Two, by plat recorded under Plat No. 20220022 of the Fort Bend County Plat Records and for the northeast corner of proposed Restricted Reserve "A";

THENCE South 00 deg. 54 min. 08 sec. East, over and across said remainder of the 137.294-acre tract, with the west right-of-way line of said proposed GM Library Road and with an east line of said proposed Restricted Reserve "A", a distance of 89.98 feet to a point for the beginning of a curve to the left;

THENCE in a southeasterly direction, over and across said remainder of the 137.294-acre tract, with a southwest right-of-way line of said proposed GM Library Road, with a northeast line of said proposed Restricted Reserve "A" and along said curve to the left, having a radius of 285.00 feet, a central angle of 30 deg. 03 min. 02 sec., a chord bearing South 16 deg. 39 min. 41 sec. East, a chord distance of 147.77 feet and an arc length of 149.48 feet to a point for the end of said curve;

THENCE South 31 deg. 41 min. 12 sec. East, over and across said remainder of the 137.294-acre tract, with a southwest right-of-way line of said proposed GM Library Road, with a northeast line of said proposed Restricted Reserve "A" and with a northeast line of said proposed Unrestricted Reserve "C", a distance of 108.67 feet to a point for the beginning of a curve to the right;

THENCE in a southeasterly direction, over and across said remainder of the 137.294-acre tract, with a southwest right-of-way line of said proposed GM Library Road, with a northeast line of said proposed Unrestricted Reserve "C" and along said curve to the right, having a radius of 220.00 feet, a central angle of 29 deg. 00 min. 02 sec., a chord bearing South 17 deg. 11 min. 11 sec. East, a chord distance of 110.17 feet and an arc length of 111.35 feet to a point for the end of said curve;

THENCE South 02 deg. 41 min. 10 sec. East, over and across said remainder of the 137.294-acre tract, with the west right-of-way line of said proposed GM Library Road and with an east line of said proposed Unrestricted Reserve "C", a distance of 987.31 feet to a point for the southeast corner of said proposed Unrestricted Reserve "C", for the northeast corner of said 5.062-acre tract, for the northeast corner of said proposed Restricted Reserve "E" and for the northeast corner and **POINT OF BEGINNING (N=13,814,416.73, E=2,958,228.79)** of said tract herein described;

THENCE South 02 deg. 41 min. 10 sec. East, with the west right-of-way line of said proposed GM Library Road, with an east line of said 5.062-acre tract, with an east line of said proposed Restricted Reserve "E" and with an east line of said tract herein described, a distance of 26.98 feet to a point for the beginning of a curve to the left;

THENCE in a southerly direction, with the west right-of-way line of said proposed GM Library Road, with an east line of said 5.062-acre tract, with an east line of said proposed Restricted Reserve "E", with an east line of said tract herein described and along said curve to the left, having a radius of 280.00 feet, a central angle of 08 deg. 25 min. 01 sec., a chord bearing South 06 deg. 53 min. 41 sec. East, a chord distance of 41.10 feet and an arc length of 41.13 feet to a point for the end of said curve;

THENCE South 11 deg. 06 min. 11 sec. East, with the southwest right-of-way line of said proposed GM Library Road, with a northeast line of said 5.062-acre tract, with a northeast line of said proposed Restricted Reserve "E" and with a northeast line of said tract herein described, a distance of 100.01 feet to a point for the beginning of a curve to the right;

THENCE in a southerly direction, with the west right-of-way line of said proposed GM Library Road, with an east line of said 5.062-acre tract, with an east line of said proposed Restricted Reserve "E", with an east line of said tract herein described and along said curve to the right, having a radius of 220.00 feet, a central angle of 08 deg. 23 min. 02 sec., a chord bearing South 06 deg. 54 min. 40 sec. East, a chord distance of 32.16 feet and an arc length of 32.19 feet to a point for the end of said curve;

THENCE South 02 deg. 42 min. 32 sec. East, with the west right-of-way line of said proposed GM Library Road, with an east line of said 5.062-acre tract, with an east line of said proposed Restricted Reserve "E" and with an east line of said tract herein described, a distance of 366.02 feet to a point for a northeast corner of said remainder of the 137.294-acre tract, for the northeast corner of proposed Unrestricted Reserve "F", for the southeast corner of said 5.062-acre tract, for the southeast corner of said proposed Restricted Reserve "E" and for the southeast corner of said tract herein described;

THENCE North 86 deg. 58 min. 50 sec. West, with a north line of said remainder of the 137.294-acre tract, with a north line of said proposed Unrestricted Reserve "F", with the south line of said 5.062-acre tract, with the south line of said proposed Restricted Reserve "E" and with the south line of said tract herein described, a distance of 10.03 feet to a point for the southwest corner of said tract herein described;

THENCE North 02 deg. 42 min. 43 sec. West, over and across said 5.062-acre tract, over and across said proposed Restricted Reserve "E" and with a west line of said tract herein described, a distance of 365.01 feet to a point for the beginning of a curve to the left;

THENCE in a northerly direction, over and across said 5.062-acre tract, over and across said proposed Restricted Reserve "E", with a west line of said tract herein described and along said curve to the left, having a radius of 210.00 feet, a central angle of 08 deg. 23 min. 02 sec., a chord bearing North 06 deg. 54 min. 40 sec. West, a chord distance of 30.70 feet and an arc length of 30.73 feet to a point for the end of said curve;

THENCE North 11 deg. 06 min. 11 sec. West, over and across said 5.062-acre tract, over and across said proposed Restricted Reserve "E" and with the southwest line of said tract herein described, a distance of 100.01 feet to a point for the beginning of a curve to the right;

THENCE in a northerly direction, over and across said 5.062-acre tract, over and across said proposed Restricted Reserve "E", with a west line of said tract herein described and along said curve to the right, having a radius of 290.00 feet, a central angle of 08 deg. 25 min. 01 sec., a chord bearing North 06 deg. 53 min. 41 sec. West, a chord distance of 42.56 feet and an arc length of 42.60 feet to a point for the end of said curve;

THENCE North 02 deg. 41 min. 10 sec. West, over and across said 5.062-acre tract, over and across said proposed Restricted Reserve "E" and with a west line of said tract herein described, a distance of 27.96 feet to a point in a south line of said remainder of the 137.294-acre tract, in the south line of said proposed Unrestricted Reserve "C", in the north line of said 5.062-acre tract, in the north line of said proposed Restricted Reserve "E" and for the northwest corner of said tract herein described;

THENCE South 87 deg. 05 min. 16 sec. East, with a south line of said remainder of the 137.294-acre tract, with the south line of said proposed Unrestricted Reserve "C", with the north line of said 5.062-acre tract, with the north line of said proposed Restricted Reserve "E" and with the north line of said tract herein described, a distance of 10.05 feet to the **POINT OF BEGINNING** and containing 0.1299 acre (5,660 square feet) of land.

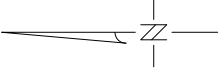
This description is accompanied by a survey of even survey date.

Compiled by:

Weisser Engineering & Surveying
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 10194324
TBPE Reg. No.: F-68
Job No. IH067
Date: 04/21/22



A handwritten signature in blue ink, which appears to be "Walter P. Sass", is written below the professional seal.



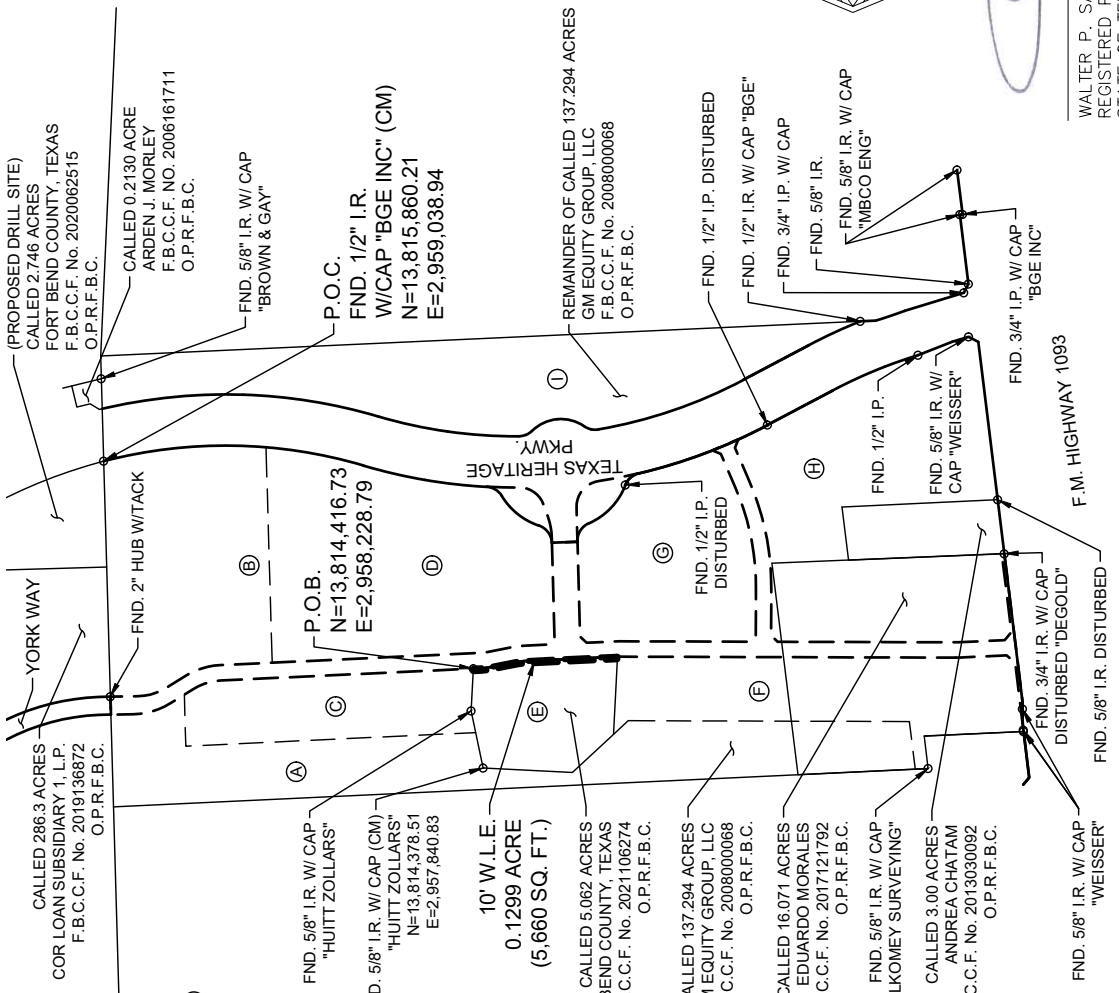
BASIS OF BEARINGS:
 TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 NAD 83 (2011) EPOCH 2010.00. THE COORDINATES SHOWN HEREON ARE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00013. ALL DISTANCES ARE HORIZONTAL GROUND SURFACE DISTANCES IN U.S. SURVEY FEET.

NOTE:
 AN EASEMENT DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT EXHIBIT.

NOTE:
 THIS EASEMENT EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. ALL ENCUMBRANCES MAY NOT BE SHOWN.



WALTER P. SASS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS, No. 4410



- PROPOSED RESTRICTED RESERVES:**
- Ⓐ PROPOSED RESTRICTED RESERVE "A" (DETENTION)
 - Ⓑ PROPOSED UNRESTRICTED RESERVE "B"
 - Ⓒ PROPOSED UNRESTRICTED RESERVE "C"
 - Ⓓ PROPOSED UNRESTRICTED RESERVE "D"
 - Ⓔ PROPOSED UNRESTRICTED RESERVE "E" (LIBRARY)
 - Ⓕ PROPOSED UNRESTRICTED RESERVE "F"
 - Ⓖ PROPOSED UNRESTRICTED RESERVE "G"
 - Ⓖ PROPOSED UNRESTRICTED RESERVE "H"
 - Ⓖ PROPOSED UNRESTRICTED RESERVE "I"

PROPOSED DRILL SITE)
 CALLED 2.746 ACRES
 FORT BEND COUNTY, TEXAS
 F.B.C.C.F. No. 2020062515
 O.P.R.F.B.C.

CALLLED 0.2130 ACRE
 ARDEN J. MORLEY
 F.B.C.C.F. No. 2006161711
 O.P.R.F.B.C.

FND. 5/8" I.R. W/ CAP
 "BROWN & GAY"

P.O.C.
 FND. 1/2" I.R.
 W/CAP "BGE INC" (CM)
 N=13,815,860.21
 E=2,959,038.94

REMAINDER OF CALLED 137.294 ACRES
 GM EQUITY GROUP, LLC
 F.B.C.C.F. No. 2008000068
 O.P.R.F.B.C.

FND. 1/2" I.P. DISTURBED

FND. 1/2" I.R. W/ CAP "BGE"

FND. 3/4" I.P. W/ CAP

FND. 5/8" I.R.

FND. 5/8" I.R. W/ CAP
 "MBCO ENG"

FND. 3/4" I.P. W/ CAP
 "BGE INC"

YORK WAY

FND. 2" HUB W/TACK

P.O.B.
 N=13,814,416.73
 E=2,958,228.79

TEXAS HERITAGE
 PKWY.

FND. 1/2" I.P.
 DISTURBED

FND. 1/2" I.P.

FND. 5/8" I.R. W/
 CAP "WEISSER"

F.M. HIGHWAY 1093

FND. 3/4" I.R. W/ CAP
 DISTURBED "DEGOLD"

FND. 5/8" I.R. DISTURBED

CALLLED 286.3 ACRES
 COR LOAN SUBSIDIARY 1, L.P.
 F.B.C.C.F. No. 2019136872
 O.P.R.F.B.C.

FND. 5/8" I.R. W/ CAP
 "HUITT ZOLLARS"

FND. 5/8" I.R. W/ CAP (CM)
 "HUITT ZOLLARS"
 N=13,814,378.51
 E=2,957,840.83

10' W.L.E.
 0.1299 ACRE
 (5,660 SQ. FT.)

CALLLED 5.062 ACRES
 FORT BEND COUNTY, TEXAS
 F.B.C.C.F. No. 2021106274
 O.P.R.F.B.C.

REMAINDER OF CALLED 137.294 ACRES
 GM EQUITY GROUP, LLC
 F.B.C.C.F. No. 2008000068
 O.P.R.F.B.C.

REMAINDER OF CALLED 16.071 ACRES
 EDUARDO MORALES
 FR.B.C.C.F. No. 2017121792
 O.P.R.F.B.C.

FND. 5/8" I.R. W/ CAP
 "KALKOMEY SURVEYING"

CALLLED 3.00 ACRES
 ANDREA CHATAIM
 F.B.C.C.F. No. 2013030092
 O.P.R.F.B.C.

FND. 5/8" I.R. W/ CAP
 "WEISSER"

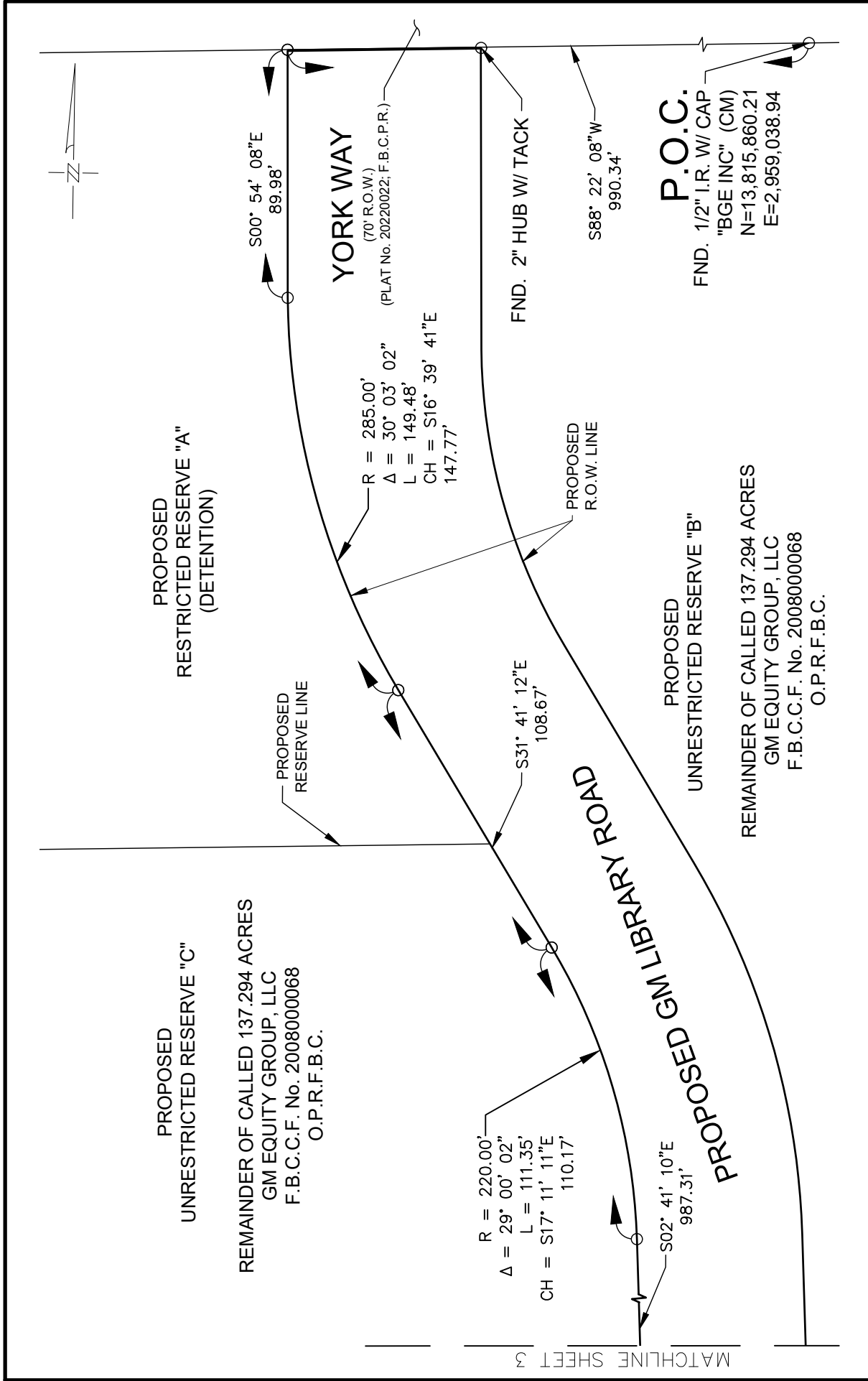
PARENT TRACT INSET
PROPOSED 0.1299-ACRE WATER LINE
EASEMENT, RESERVE E
ENOCH LATHAM SURVEY, A-50
FORT BEND COUNTY, TEXAS

WEISSER
Engineering &
Surveying

19500 Park Row | Houston, Texas 77084
 T.B.P.E. Reg. No. F-68 | T.B.P.L.S. Reg. No. 10194324
 www.weissereng.com | 281.579.7300

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DRAWN BY:	O.P.	CALC'D. BY:	R.S.	SCALE:	N.T.S.
F.B. NO:	3876	CHECKED BY:	S.P.	SHEET	01 OF 04
CREW CHIEF:	K.H.	DATE:	04/21/2022	JOB No.:	IH067



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DRAWN BY:	D.G.	CALC'D. BY:	R.S.	SCALE:	1" = 50'
F.B. NO.:	3876	CHECKED BY:	S.P.	SHEET	02 OF 04
CREW CHIEF:	K.H.	DATE:	04/21/2022	JOB No.:	IH067

**0.1299 ACRE (5,660 SQ. FT.)
WATER LINE EASEMENT
ENOCH LATHAM SURVEY, A-50
FORT BEND COUNTY, TEXAS**



**WEISSER
Engineering &
Surveying**

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REMAINDER OF CALLED 137.294 ACRES
GM EQUITY GROUP, LLC
F.B.C.C.F. No. 2008000068
O.P.R.F.B.C.

P.O.C.:
FND. 1/2" I.R. W/ CAP
"BGE INC" (CM)
N=13,815,860.21
E=2,959,038.94

MATCHLINE SHEET 3

Line Table	
Line #	Direction
L1	S02° 41' 10"E
L2	S11° 06' 11"E
L3	S02° 42' 32"E
L5	N02° 42' 43"W
L6	N11° 06' 11"W
L7	N02° 41' 10"W
L8	S87° 05' 16"E

PROPOSED
RESTRICTED RESERVE "E"
(LIBRARY)

CALLED 5.062 ACRES
FORT BEND COUNTY, TEXAS
F.B.C.C.F. No. 2021106274
O.P.R.F.B.C.

PROPOSED
UNRESTRICTED RESERVE "C"

REMAINDER OF CALLED 137.294 ACRES
GM EQUITY GROUP, LLC
F.B.C.C.F. No. 2008000068
O.P.R.F.B.C.



Curve Table				
Curve #	Length	Radius	Delta	Chord Distance
C1	41.13'	280.00'	08° 25' 01"	41.10'
C2	32.19'	220.00'	08° 23' 02"	32.16'
C3	30.73'	210.00'	08° 23' 02"	30.70'
C4	42.60'	290.00'	08° 25' 01"	42.56'

PROPOSED
UNRESTRICTED RESERVE "D"

REMAINDER OF CALLED 137.294 ACRES
GM EQUITY GROUP, LLC
F.B.C.C.F. No. 2008000068
O.P.R.F.B.C.

MATCHLINE SHEET 2

MATCHLINE SHEET 4



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**0.1299 ACRE (5,660 SQ. FT.)
WATER LINE EASEMENT
ENOCH LATHAM SURVEY, A-50
FORT BEND COUNTY, TEXAS**

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DRAWN BY:	D.G.	CALCD. BY:	R.S.	SCALE:	1" = 50'
F.B. NO.:	3876	CHECKED BY:	S.P.	SHEET	03 OF 04
CREW CHIEF:	K.H.	DATE:	04/21/2022	JOB No.:	IH067

Line Table		
Line #	Length	Direction
L3	366.02'	S02° 42' 32"E
L4	10.03'	N86° 58' 50"W
L5	365.01'	N02° 42' 43"W

PROPOSED
UNRESTRICTED RESERVE "F"

REMAINDER OF CALLED 137.294 ACRES
GM EQUITY GROUP, LLC
F.B.C.C.F. No. 2008000068
O.P.R.F.B.C.

PROPOSED
RESTRICTED RESERVE "E"
(LIBRARY)

CALLED 5.062 ACRES
FORT BEND COUNTY, TEXAS
F.B.C.C.F. No. 2021106274
O.P.R.F.B.C.

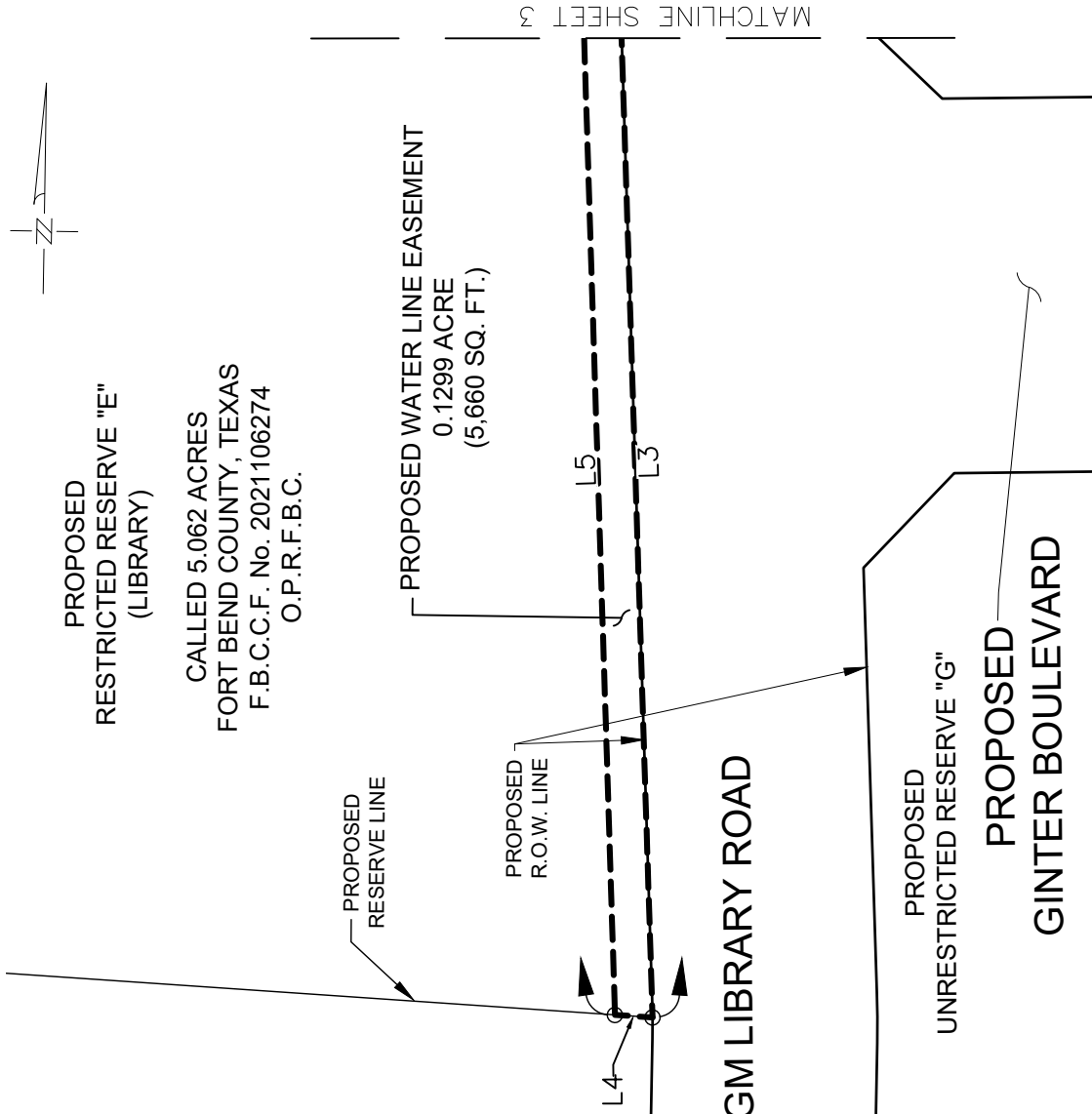
PROPOSED WATER LINE EASEMENT
0.1299 ACRE
(5,660 SQ. FT.)

REMAINDER OF CALLED 137.294 ACRES
GM EQUITY GROUP, LLC
F.B.C.C.F. No. 2008000068
O.P.R.F.B.C.

PROPOSED
UNRESTRICTED RESERVE "G"

PROPOSED
GINTER BOULEVARD

PROPOSED GM LIBRARY ROAD



MATCHLINE SHEET 3

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**0.1299 ACRE (5,660 SQ. FT.)
WATER LINE EASEMENT
ENOCH LATHAM SURVEY, A-50
FORT BEND COUNTY, TEXAS**

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DRAWN BY:	D.G.	CALC'D. BY:	R.S.	SCALE:	1" = 50'
F.B. NO:	3876	CHECKED BY:	S.P.	SHEET	04 OF 04
CREW CHIEF:	K.H.	DATE:	04/21/2022	JOB No.:	IH067

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

AGENDA OF: January 6, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: ix.A
PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1519, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF DONATION BINS AND PROVIDING FOR PENALTIES IN AMOUNTS NOT TO EXCEED TWO THOUSAND DOLLARS FOR VIOLATIONS

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

EXECUTIVE SUMMARY

It has come to City staff's attention that there has been an influx of donation boxes placed in the parking lots of numerous businesses throughout the City. While City staff appreciate the benefit and convenience of these boxes, we also realize the need to regulate them to the extent allowed by State law – primarily the maintenance and illegal dumping issues that are often associated with them. The following regulations that are being proposed will help ensure that these donation boxes are made available to the public but in a manner that doesn't take away from the aesthetics and quality of the area:

1. All donation boxes shall receive a permit
2. No donation box shall be placed on the same property unless that property has 300 feet or more of road frontage at which point 1 additional donation box can be installed
3. The donation box shall not be placed less than 25 feet from the adjacent right-of-way
4. The permission or approval of the property owner will be required prior to the installation of any donation box on said property
5. A visible decal detailing what donations can be received
6. The donation box shall not impede vehicular traffic
7. The owner of the donation box will be responsible for collecting the donated contents as well as providing a plan on how often the contents will be collected
8. The owner of the donation box will be responsible for maintaining the donation box and the area immediately surrounding the donation box.
9. Should the owner fail to comply with any of the regulations the donation box permit will be revoked and the donation box removed from the premises.

RECOMMENDATION

City staff recommend that the City Council approve Ordinance No. 2026-1519.

ATTACHMENTS:

[Donation Bin Permitting Ordinance \(4902-9221-9522.1\).pdf](#)

ORDINANCE NO. 2026-1519

**AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS,
AMENDING THE CITY'S CODE OF ORDINANCES
PROVIDING FOR THE REGULATION OF DONATION
BINS AND PROVIDING FOR PENALTIES IN AMOUNTS
NOT TO EXCEED TWO THOUSAND DOLLARS FOR
VIOLATIONS**

WHEREAS, the City of Fulshear (the "City") is a Home Rule municipality possessing the full power of local self-government, pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, as amended, and the City's Home Rule Charter; and

WHEREAS, pursuant to the authority vested in the City by way of its home rule charter as well as § 51.001 and § 215.075 of the Local Government Code, the City Council has the power and authority to regulate solicitation as necessary for the good government, peace, or order of the municipality or for the trade or commerce of the municipality and as necessary to carry out the City's police power; and

WHEREAS, the City Council hereby finds that there has been and continues to be an ever-increasing variety in the forms of solicitations within the City for various purposes; and

WHEREAS, the City Council hereby finds that there has been an increase in the use of collection receptacles to collect clothing and household goods within the City; and

WHEREAS, the City Council also finds that there are public health, safety and welfare issues involved when collection receptacles are located, used or maintained in a manner that impedes transportation, encourages illegal dumping, attracts vermin, or otherwise creates a public nuisance; and

WHEREAS, based upon United States Supreme Court jurisprudence, the City acknowledges it is limited in its ability to regulate solicitation by religious, and charitable institutions and groups; and

WHEREAS, it is the intent of the City Council not to abridge any individual's or group's recognized First Amendment rights; and

WHEREAS, it is the responsibility of all units of government to balance these competing interests in a manner consistent with the Constitution of the United States and of Texas, as well as to minimize fraud, prevent crime, and protect the health, safety and welfare of our citizens; and

WHEREAS, it is the intent of the City Council to fully respect such First Amendment as well as equal protection, due process and due course rights in this Ordinance.

WHEREAS, the City does not have a less restrictive means of addressing the problems associated with this activity; and

WHEREAS, the Ordinance leaves open ample alternative channels of communication.

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

Section 1. – Findings of Fact

The City Council hereby finds and declares that the statements set forth in the preamble of this Ordinance are true and correct and are adopted as findings of fact and incorporated herein for all purposes.

Section 2. - Chapter 24 is hereby amended to add Article VIII, Donation Bins as follows:

Section 24-175 - Definitions.

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Administrator means the director of community development or the director's designee.

Applicant means the individual or entity filing an application under this chapter.

Donation box means any unattended donation receptacle intended for use as a drop off and collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, and other salvageable items of personal property.

Landowner means any person or entity who owns, leases, is in control of, or possesses real property on which a donation box has been placed or maintained.

Operator means the individual or entity who owns, leases or otherwise manages and controls the personal property constituting a donation box, and if a separate individual or entity carries on the maintenance, collection, and upkeep of the donation box, that separate individual or entity as well.

Permit holder means any person, partnership, corporation, firm, joint venture, limited liability company, association, organization, or any other entity holding a permit issued pursuant to this chapter.

Section 24-176 - Unlawful placement or maintenance of donation box.

It shall be unlawful for any person to place or maintain a donation box at any location within the city unless done in accordance with a valid permit as provided in this chapter.

Section 24-177 - Unlawful to allow unpermitted donation box on real property.

It shall be unlawful for any person who owns, leases, is in control of, or possesses real property within the city to authorize or allow any donation box to be placed on, or remain on, that real property unless done in accordance with a valid permit as provided in this chapter.

Section 24-178 - Penalty.

(a) Except as otherwise provided herein, a person who violates any provision of this Chapter, including committing an unlawful act under this Chapter, is guilty of a misdemeanor punishable by a fine of not less than \$100.00 nor more than \$500.00. Each day any violation continues shall constitute and be punishable as a separate violation of this chapter.

(b) A landowner or an operator may be liable for criminal penalties and also subject to revocation of a permit issued under this chapter.

(c) All landowners and operators shall be jointly and severally liable for any penalties, fees, or costs arising under this chapter.

(d) Nothing in this chapter shall limit the remedies available to the city in seeking to enforce the provisions of this chapter.

Section 24-179 - Permit application requirements.

(a) To obtain a permit to operate a donation box, an applicant must file an application with the administrator. A single application may cover multiple donation boxes that are owned and operated by the applicant. The administrator may promulgate such application provided that an application must include the following information:

(1) The applicant's name, telephone number, mailing address, electronic mail address, and street address, if different from the mailing address, and the same information for each landowner and operator, if different from the applicant. For applicants who are individuals, a government-issued identification document or similar proof of legal right to work in the state of Texas shall be required. Applicants transacting business in Texas must provide proof of such right to transact business in Texas;

(2) Proof that the applicant owns the real property upon which the operator will place the donation box. Or, if the applicant does not own the

real property upon which the donation box will be placed, written permission by the landowner or an authorized agent of the landowner to place the donation box as proposed in the application;

- (3) A site plan or map drawn to scale showing the exact placement of the donation box on the proposed site;
- (4) A service plan for each donation box. The service plan shall include information regarding which days and the time of day the items will be collected;
- (5) A description of the size, color, and design of the donation box, and the type of material from which the box is constructed;
- (6) A list of any other donation boxes located on the same property as the donation box that is the subject of the application;
- (7) Proof of required insurance;
- (8) A declaration of compliance with other laws; and
- (9) Any other information that may be reasonably requested by the administrator.

(b) Any change in the information listed in subsection (a) of this section requires a supplement to the application and must be reported by the permit holder to the administrator within ten days after the change. Failure to supplement the permit application as required by the administrator invalidates the permit issued under the original application. The administrator may require a permit holder to reapply for a permit if information provided in the original application changes. The administrator may promulgate procedures and regulations regarding the requirement to supplement any change in the information listed under subsection (a) of this section.

(c) A separate permit shall be required for each donation box regardless of the ownership thereof. Permits issued under the provisions of this chapter shall be valid only at the address stated on the permit.

(d) A non-refundable annual permit fee for each donation box, as stated in the city fee schedule, shall be required. Each permit shall expire on the one-year anniversary of the date of issuance unless revoked under this chapter.

Section 24-180 - Issuance or denial of a permit application.

(a) The administrator shall issue a permit after receipt of a completed application if all requirements have been met. If not all requirements for issuance

of a permit have been met, the administrator shall deny the permit application. The administrator shall issue notice of the denial to the applicant within a reasonable time.

(b) After issuance of a permit, the administrator shall issue a permit to the applicant.

Section 24-181 – Transfer and revocation.

(a) Permits are non-transferable.

(b) The administrator may revoke a permit for any of the following reasons without refund of any portion of the required fee:

(1) The information provided in the application is materially false, incorrect, or incomplete;

(2) The permit was issued through error;

(3) The permit holder has failed to comply with any applicable provision of this chapter; or

(4) The use of the donation box or permit has been discontinued for a continuous period of 180 days.

(c) Revocation of a permit for a single donation box does not affect the validity of permits granted for other donation boxes with the same landowner or operator.

(d) In the event that the administrator determines pursuant to this chapter that a permit holder is no longer eligible for a permit, or the administrator otherwise revokes the same, the permit holder shall be given notice in writing of the reasons for the revocation by the administrator. A permit holder may appeal the decision of the administrator regarding the revocation by filing a written request for a hearing with the administrator within 20 calendar days after he is given notice of the revocation. The permit holder's written request for a hearing shall set out the grounds on which the revocation is challenged. The administrator's decision on the revocation shall be final unless the permit holder has timely filed such an appeal. An appeal shall not stay the administrator's decision on the revocation. The hearing shall be conducted by a hearing officer appointed by the administrator within 30 calendar days after receipt of a request. At the hearing, the permit holder may present any evidence relevant to the proceedings, in accordance with reasonable rules adopted by the administrator and approved by the city attorney. The hearing officer shall give written notice to the permit holder of his findings as to whether or not the permit should be revoked and the reasons therefor. The notice shall be sent by certified mail, return receipt requested, as soon after the conclusion of the

hearing as practicable but in no event more than 30 calendar days thereafter. The decision of the hearing officer shall be final.

(e) If a permit is revoked by the administrator for violation of this chapter, it shall not be reissued within the one-year period following the date that the permit was revoked.

Section 24-182 - Indemnification of city.

The applicant must agree, as a condition of his permit, to indemnify and hold harmless the city, its officers, agents, contractors, and employees against any loss, liability or damage, including expenses and costs for bodily injury and for property damage sustained by any person, organization or entity resulting from the applicant's operation of a donation box or resulting from the city's abatement of a violation or emergency nuisance under this chapter.

Section 24-183 - General requirements.

Each donation box in the city shall comply with the following requirements:

(a) Current contact information for the operator of the donation box shall always be displayed on a donation box.

(b) Each donation box shall indicate, in clearly legible writing, the types of items accepted for donation, and that all donations must fit into and be placed within the donation box.

(c) No donation box shall be placed in the city's right-of-way.

(d) At least one parking space shall be provided for use of persons accessing the proposed donation box. The donation box shall not block any parking space required under this Code or any other law.

(e) A donation box shall only be located on a paved surface.

(f) A donation box shall not be placed less than 25 feet from the adjacent right-of-way.

(g) No donation box shall be permitted in a required landscape buffer or building setback, drainage easement, floodplain, driveway, utility easement or fire lane.

(h) No donation box shall exceed 125 cubic feet in volume or have a footprint that exceeds 50 square feet, about the size of an average business waste receptacle.

(h) No more than one donation box shall be placed on a single property except that one additional donation box may be permitted on a property with more than

300 feet of road frontage. Where two donation boxes are placed on the same property, they shall be arranged side-by-side with no more than 12 inches of separation. For the purposes of this paragraph a shopping center, strip center, office park, or other similar commercial property operated with common access and shared parking or interconnected parking areas is considered a single property.

- (i) No donation box shall constitute a hazard for drivers on nearby roadways.
- (j) A donation box shall not impede traffic or pedestrian travel, nor materially impair any motor vehicle operation within a parking lot, driveway, or street.
- (k) A donation box shall be made of metal or other material that will reduce the possibility of arson, degradation resulting from exposure to the elements, and vandalism.
- (l) All donated materials shall fit into and be placed inside the donation box. The collection or storage of any materials outside the container is strictly prohibited.
- (m) Each landowner and operator of a donation box shall be responsible for collecting the contents of the donation box to prevent overflow and littering as part of the service plan required under Section 2 (a)(4) of this Code. Each landowner and operator shall keep the real property within 25 feet of the donation box free of trash, debris, donations, clothes, furniture, and any other materials related to or resulting from operation of the donation box.
- (n) Each operator shall at all times maintain commercial general liability insurance with coverage of not less than \$1,000,000.00. The city shall be listed as an additional insured on any such policy.
- (o) Each donation box shall comply with all applicable state and federal laws, including but not limited to section 17.922 of the Texas Business and Commerce Code.

Section 24-184 - Other maintenance and operation requirements.

- (a) The structural and visual integrity of a donation box must be maintained at all times.
- (b) The permit conditions must be met at all times during the term of the permit.
- (c) A donation box shall not be used for solicitation or collection of anything other than clothing and household items.
- (d) Compliance with the requirements of this division must be continuously maintained.

Section 24-185 - Abatement.

(a) Whenever the administrator is made aware of the existence of a donation box that is in violation of this chapter, the administrator shall issue a notice of the violation and a written order to remove or abate the violation within five business days of the mailing or personal delivery or publication or posting. The notice shall be sent to the landowner and operator of the donation box in the manner provided for in section 342.006 of the Texas Health and Safety Code, provided that notice shall not be required prior to an abatement of an emergency nuisance. Any required notice under this subsection shall be given in compliance with the applicable provisions of section 342.006 of the Texas Health and Safety Code, as amended.

(b) If a landowner or operator fails to remove or abate a violation of this chapter within five business days of the administrator's mailing or personal delivery or publication or posting of notice of the violation, then the city shall be authorized to carry out any and all abatement, which includes, but is not limited to, the following actions:

- (1) Taking reasonable measure to remedy the violation;
- (2) Revoking any permit issued for that donation box; or
- (3) Ordering the removal and impoundment of the donation box.

(c) Any donation box placed or maintained on real property without consent of the landowner or any donation box that blocks the right of way shall be subject to removal and impoundment by the city, provided that notice under subsection (a) of this section shall not be required prior to removal or impoundment.

(d) For any abatement that is carried out by the city under this section, the city may assess its expenses related to such abatement, including applicable overhead expenses, and place a lien on any real property on which the donation box was placed. After determining the amount of expenses and charging the same against the applicable landowner or operator, the administrator shall certify a statement of such expenses and shall file the same with the county clerk of the county in which the premises or real property is located. Upon filing such lien with the county clerk, the city shall have a privileged lien, inferior only to tax liens and liens for street improvements, to secure the expenditure so made.

(e) If the city has removed a donation box under this section, and the landowner or operator or their designee has not retrieved the donation box and paid the city's expenses described in subsection (d) of this section within 30 days after removal, the city may dispose of the donation box without providing further notice.

Section 24-186 - Emergency abatement of nuisance.

(a) If an administrator determines that a donation box is maintained in a manner or condition prescribed in this section, the administrator may take immediate action to abate the nuisance, including removal of the donation box.

Each of the following is an emergency requiring immediate action to protect the public health or safety, is declared a nuisance subject to abatement, and is hereby prohibited and made unlawful under this section:

(1) A donation box or any area within 25 feet of a donation box that is a breeding place for flies because of the unsafe/unsanitary condition of the donation box or its contents;

(2) The presence of ectoparasites, including bedbugs, lice, and mites, suspected to be disease carriers in a donation box or within 25 feet of a donation box because of the unsafe/unsanitary condition of the donation box or its contents;

(3) The accumulation or collection of any water, stagnant, flowing, or otherwise, in a donation box or within 25 feet of a donation box, in which the mosquito breeds or which may become a breeding place for mosquitoes;

(4) The presence of well grown mosquito larvae, or of pupae, in a donation box or within 25 feet of a donation box, because of the donation box;

(5) A donation box that is defective and allows leakage or spilling of contents;

(6) A condition of a donation box, including any structural defect of the donation box, that may injuriously affect the public health;

(7) The deposit or accumulation of any foul, decaying, or putrescent substance or other offensive matter in a donation box or within 25 feet of a donation box;

(8) A donation box harboring rats or other vermin; and

(9) The detectible presence of urine or the presence of feces, vomit or other bodily fluids in a donation box or within 25 feet of a donation box.

(b) Not later than the tenth business day after the date of abatement under this section, the administrator shall give notice thereof to the landowner and operator in the manner provided for notice under this Code. The landowner or operator may request a hearing within 20 calendar days after he is given notice of the abatement under this section by filing a written request for a hearing with the administrator. The hearing shall be scheduled not later than 30 calendar days after receipt of the

request for a hearing and shall be conducted by a hearing officer appointed by the administrator for the purpose of determining whether the conditions qualified for abatement under the terms of this section. The hearing officer's decision shall be final.

(c) A landowner or operator who violates this section is guilty of a misdemeanor punishable by a fine up to \$2,000.00. Each day any violation continues shall constitute and be punishable as a separate violation of this chapter.

(d) For any abatement that is carried out by the city under this section, the city may assess its expenses for such abatement and place a lien on any real property on which the donation box was placed in the same manner.

Section 3. – Severability

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

Section 4. – Repeal

All ordinances or parts thereof in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. – Effective Date

That this Ordinance shall be effective and in full effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this the ____ day of _____, 2026.

Donald McCoy, Mayor

ATTEST:

Mariela Rodriguez, City Secretary

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

AGENDA OF: January 6, 2026

DEPARTMENT: Planning

PRESENTER:

ITEMS: ix.B

PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1520, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTION, AND REGULATIONS OF SAID CITY

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

EXECUTIVE SUMMARY

Eagle Landing Park, a 25-acre soccer complex and located at the corner of Jordan Rd. and Tamarron Park Drive, just recently opened. This city-owned facility is currently in the Extra Territorial Jurisdiction (ETJ) and not zoned. City staff are proposing that the park be annexed into the City and properly zoned into the Semi-Urban Residential (SU) District.

RECOMMENDATION

City staff recommend that the City Council approve Ordinance No. 2026-1520.

ATTACHMENTS:

[ORDINANCE NO. 2026-1520 Eagle Landing Park Tract Annexation\) With Exhibit.pdf](#)

ORDINANCE NO. 2026-1520

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City"), received a request from each owner of that certain property described by Exhibit A attached hereto and incorporated herein (the "Property") to annex said property into the City of Fulshear; and

WHEREAS, the Property meets the applicable requirements of law for annexation of property pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code; and

WHEREAS, an offer of a development agreement pursuant to Section 43.016, Texas Local Government Code, has been made and rejected; and

WHEREAS, an agreement with the owners of the Property for the provision of services to the Property pursuant to Section 43.0672, Texas Local Government Code, has been entered into;

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this State, including public notice and hearings, have been duly followed with respect to the Property;

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

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

Section 2. That the Property is hereby annexed into the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the City of Fulshear, Texas, are hereby extended to include the above-described Property within the territorial limits of the City of Fulshear, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of Fulshear, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Ordinance.

PASSED, APPROVED, and ADOPTED this 6th day of January 2026.

Don McCoy, Mayor

ATTEST:

Mariela Rodriguez, City Secretary

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

AGENDA OF: January 6, 2026

DEPARTMENT: Planning

PRESENTER:

ITEMS: ix.C

PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2026-692, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, REMOVING CERTAIN DIRECTORS FROM THE BOARD OF DIRECTORS OF THE 1093 RAILS TO TRAILS LOCAL GOVERNMENT CORPORATION AND APPOINTING NEW QUALIFIED DIRECTORS TO FILL THE RESULTING VACANCIES

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

EXECUTIVE SUMMARY

The 1093 Rails to Trails is a local Government Corporation made up of board members from the following government entities: Weston Lakes, Wallis, Austin County, Fulshear, and Eagle Lake.

Currently, Fulshear is represented on the board by Joshua Brothers, Executive Director of Planning, and Tiffany Stodder, the previous Assistant Public Works who no longer works for the City of Fulshear.

The Resolution being presented tonight serves to maintain Joshua Brothers as a Director and replace Tiffany Stodder with Kelly Ravsten.

RECOMMENDATION

City staff recommend that the City Council approve Resolution No. 2026-692.

ATTACHMENTS:

[Resolution No. 2026-692 Rails to Trails Appointments.pdf](#)

RESOLUTION NO. 2026-692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, REMOVING CERTAIN DIRECTORS FROM THE BOARD OF DIRECTORS OF THE 1093 RAILS TO TRAILS LOCAL GOVERNMENT CORPORATION AND APPOINTING NEW QUALIFIED DIRECTORS TO FILL THE RESULTING VACANCIES

WHEREAS, the City of Fulshear, Texas (“City”), is among the local governments by and on behalf of which the 1093 Rails to Trails Local Government Corporation (“Corporation”) was created; and

WHEREAS, in accordance with the Articles of Incorporation and Bylaws of the Corporation, the City appointed two initial Directors to the Board of Directors; and

WHEREAS, since such appointments, the City has implemented organizational changes and changes among certain offices and employees of the City; and

WHEREAS, the City Council finds it appropriate to remove one of the Directors appointed by the City and to appoint a new, qualified Director to fill the resulting vacancy.

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

Section 1. Joshua Brothers hereby remains as a Director of the 1093 Rails to Trails Local Government Corporation.

Section 2. Tiffany Stodder is hereby removed as Director of the 1093 Rails to Trails Local Government Corporation and Kelly Ravsten is hereby appointed to fill the vacancy created thereby.

This resolution duly passed this ___ day of _____, 2026.

Don McCoy, Mayor
City of Fulshear, Texas

ATTEST:

Mariela Rodriguez, City Secretary

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

AGENDA OF: January 6, 2026

ITEMS: ix.D

DEPARTMENT: Public Works

PREPARED BY: Matthew Riley

PRESENTER: David Licon -Assistant Director of Public Works, Capital Programs

SUBJECT: PRESENTATION REGARDING SPONSORSHIP OPPORTUNITIES FOR CITY PARKS

Expenditure Required: N/A

Amount Budgeted: N/A

Funding Account: N/A

Additional Appropriation Required:

EXECUTIVE SUMMARY

With the completion and near completion of new City parks, including Eagle Landing Park and Primrose Park, staff was asked to identify a list of park amenities eligible for community sponsorship. These sponsorship opportunities will be compiled into a brochure-style pamphlet for consideration by residents and local businesses. Staff presented the sponsorship packet to the Parks & Recreation Commission and is now seeking direction from the City Council to move forward.

RECOMMENDATION

City Staff requests direction from City Council on how to proceed with Parks Sponsorship methods.

ATTACHMENTS:

[Parks Sponsorship Items](#)

Nameplate Sponsorship

Park	Item#	Description	QTY	Unit	1/3 Sponsor	1/2 Sponsor	Full Sponsor
Primrose	PR1	Batting Cages	2	EA	\$ 8,700.00	\$ 13,200.00	\$ 26,400.0
Primrose	PR2	Concession/Bathrooms	1	EA	\$ 135,600.00	\$ 205,500.00	\$ 411,000.0
Primrose	PR3	Field Naming Rights	4	YR			\$ 16,000.0
Primrose	PR4	Flagpoles	1	LS	\$ 13,200.00	\$ 20,000.00	\$ 40,000.0
Primrose	PR5	Gazebo	1	EA	\$ 5,000.00	\$ 7,500.00	\$ 15,000.0
Primrose	PR6	Monument Signage	2	EA	\$ 34,100.00	\$ 51,700.00	\$ 103,400.0
Primrose	PR7	Naming Rights for Amphitheater (4 Year)	1	LS			\$ 20,000.0
Primrose	PR8	Playground 1	1	LS	\$ 7,900.00	\$ 12,000.00	\$ 24,000.0
Primrose	PR9	Playground 2	1	LS	\$ 11,900.00	\$ 18,000.00	\$ 36,000.0
Primrose	PR10	Mural (Concession)	1	LS			\$ 20,000.0
Primrose	PR11	Score Boards (BA 2029 WITH CONTROLLER AS5000 WIRELESS SL-04370)	4	EA	\$ 4,100.00	\$ 6,300.00	\$ 12,500.0
Eagle Landing	EL1	Concession	1	LS	\$ 135,600.00	\$ 205,500.00	\$ 411,000.0
Eagle Landing	EL2	Food Court Tables	4	EA	\$ 800.00	\$ 1,200.00	\$ 2,400.0
Eagle Landing	EL3	Picnic Benches	4	EA	\$ 500.00	\$ 700.00	\$ 1,400.0
Eagle Landing	EL4	Playground (RISE ABOVE BY PLAYWORLD (FUN-1487))	1	LS	\$ 11,400.00	\$ 17,200.00	\$ 34,400.0
Eagle Landing	EL5	Soccer Field Naming Rights (3 YR)	6	QTY			\$ 12,000.0
Eagle Landing	EL6	Decorative Art (Eagle)	1	LS	\$ 6,600.00	\$ 10,000.00	\$ 20,000.0
Eagle Landing	EL7	Flagpoles	1	LS	\$ 11,600.00	\$ 17,500.00	\$ 35,000.0
Bessie's Creek	BC1	Benches Learning	1	LS	\$ 11,900.00	\$ 18,000.00	\$ 36,000.0
Bessie's Creek	BC2	Benches/Table	4	EA	\$ 700.00	\$ 1,000.00	\$ 2,000.0
Bessie's Creek	BC3	Workout Equipment	1	EA	\$ 3,900.00	\$ 5,900.00	\$ 11,800.0

General Sponsorship

Park	Item#	Description	QTY	Unit	Silver	Gold	Platinum
Primrose	PR11	Baseball Bollards	12	EA	\$750	\$1,000	\$2,500
Primrose	PR12	Bleachers	8	EA			
Primrose	PR13	Bull Pens	4	EA			
Primrose	PR14	Field Shed	1	EA			
Primrose	PR15	Learning Elements	2	LS			
Primrose	PR16	Learning Elements	2	LS			
Primrose	PR17	Mobile Outfield Fencing	2	EA			
Primrose	PR18	Pitching Machine	2	EA			

Primrose	PR19	Poly-Cap Fence Guard (250ft roll)	7	EA
Primrose	PR20	Portable Mound	4	EA
Primrose	PR21	Shade Structure	8	EA
Primrose	PR22	Wind Screening (10k sqft)	4	EA
Eagle Landing	EL6	Bike Racks	6	EA
Eagle Landing	EL7	Bike Racks	6	EA
Eagle Landing	EL8	Bleachers		EA
Eagle Landing	EL9	Equipment		
Eagle Landing	EL10	Lighting	24	EA
Eagle Landing	EL11	Other Art	6	EA
Eagle Landing	EL12	Public Art	6	EA
Eagle Landing	EL13	Roundabout Art/ Landscaping		
Eagle Landing	EL14	Soccer Goals (x2)	1	EA
Eagle Landing	EL15	Tree Landscaping	20	EA
Bessie's Creek	BC4	Landscaping		
Bessie's Creek	BC5	Learning Trail		
Bessie's Creek	BC6	Sports/Shelf Ideas		
Bessie's Creek	BC7	Trail		

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

AGENDA OF: January 6, 2026

ITEMS: ix.E

DEPARTMENT: Public Works

PREPARED BY: Cliff Brouhard

PRESENTER: Cliff Brouhard, P.E., PTOE - Director of
Public Works

SUBJECT: PRESENTATION REGARDING PRIMROSE PARK BASEBALL COMPLEX
RECOGNIZED SPORTS ASSOCIATION OPTIONS

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

EXECUTIVE SUMMARY

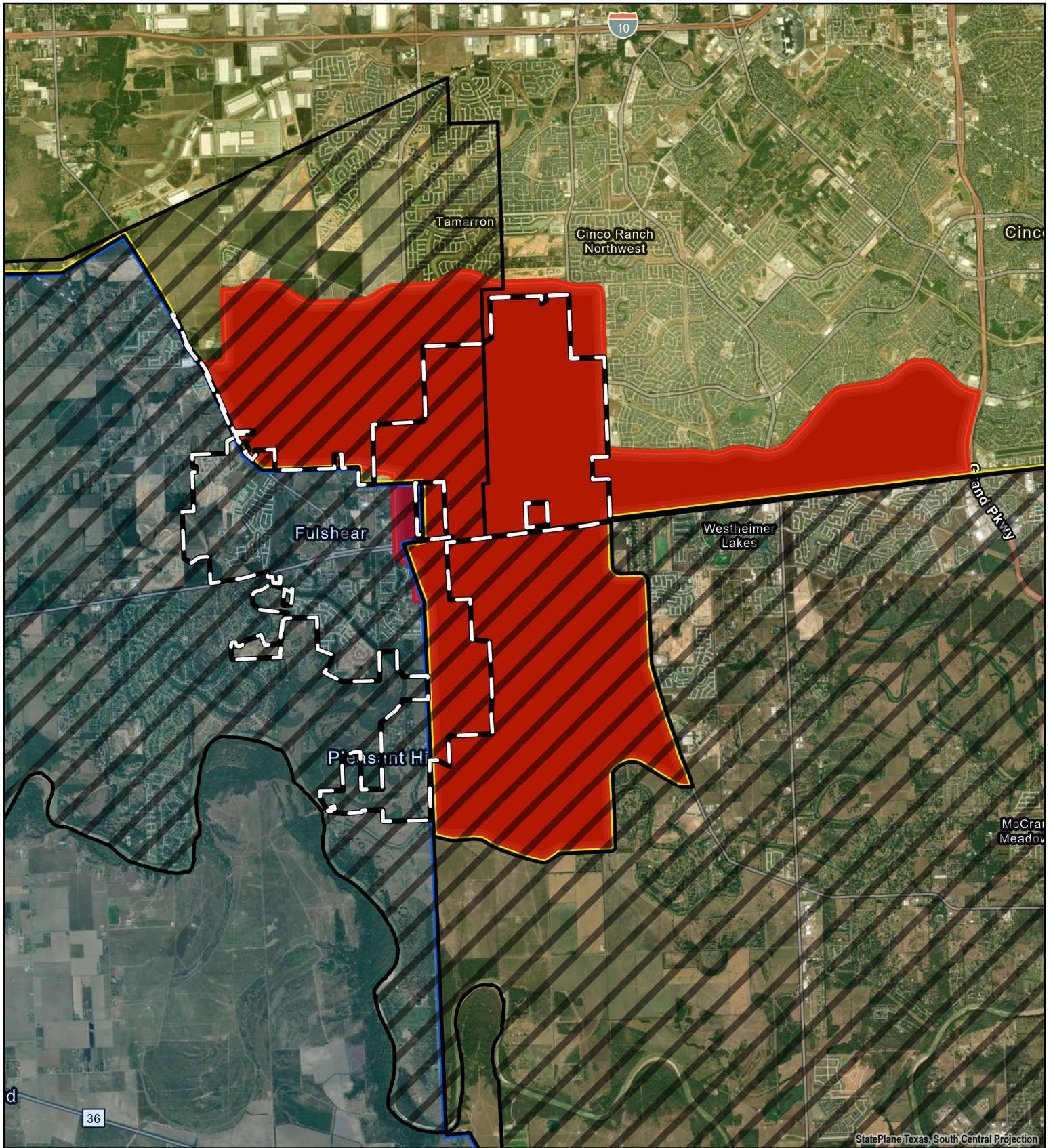
As Phase 2 of Primrose Park, which includes the baseball field complex, nears completion, City Staff is requesting direction from City Council as it relates to the establishment of a Recognized Sports Association (RSA) for the baseball complex. This discussion will also discuss the potential formation of a Fulshear Little League.

RECOMMENDATION

City Staff requests direction from City Council related to the establishment of a Recognized Sports Association for the Primrose Park Baseball Complex.

ATTACHMENTS:

[ProposedFulshearLL.pdf](#)

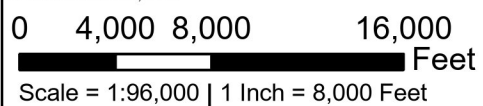


StatePlane Texas, South Central Projection








Proposed Fulshear LL & Existing Boundaries

*Areas depicted are approximate and not guaranteed to be accurate to standards for mapping, surveying or engineering. This data is for illustrative purposes only and should not be relied upon for site-specific purposes. The data herein is subject to constant change and may not be complete, accurate or up-to-date. The City of Fulshear in no way assumes liability or responsibility for any incorrect data or any information provided herein.
Dated: December 29, 2025*



Legend

-  Fulshear City Limits
-  Brazos Little League District
-  Katy American Little League District
-  Proposed Fulshear Little League Boundary
-  Lamar CISD Boundary