

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**CHERYL STERLING**  
Councilmember District A

**JEFFREY L. BONEY**  
Councilmember District B

**ANTHONY G. MAROULIS**  
Councilmember District C

**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL MEETING AGENDA**

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, March 2, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2<sup>nd</sup> Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

### **1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by the Thurgood Marshall High School Air Force Junior Reserve Officer Training Corps.

### **3. PRESENTATIONS AND RECOGNITIONS**

(a) Present Jennifer Nava with a Chief of Police Commendation.

### **4. PUBLIC COMMENTS**

*An opportunity for the public to address City Council on agenda items or concerns not on the agenda—those wishing to speak must complete the orange comment card, present the comment card to the City Secretary prior to the beginning of the meeting, and observe a three-minute time limit.*

### **5. STAFF REPORTS**

### **6. CONSENT AGENDA**

*All consent agenda items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a councilmember so requests; in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.*

(a) Consider approving the minutes of the special City Council meeting of February 10, 2020, the special and regular City Council meetings of February 17, 2020, and the special City Council meeting of February 24, 2020.

(b) Consider an ordinance assessing City of Missouri City Public Improvement District No. 2, Lake Shore Harbour, Section 5; and consider the ordinance on the second and final reading.

(c) Consider an ordinance approving the third updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Two and consider the ordinance on the second and final reading.

(d) Consider an ordinance approving the first updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Four and consider the ordinance on the second and final reading.

- (e) Consider authorizing the assignment of a contractual agreement for water and wastewater treatment chemicals.
- (f) Consider authorizing the purchase of traffic operation supplies.

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

**(a) Zoning Public Hearings and Ordinances**

- (1) Public hearing to receive comments for or against an ordinance amending Section 18, Board of Adjustment, of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance;" amending rules and regulations for powers and the hearing of appeals; providing a penalty; and consider the ordinance on the first of two readings.
- (2) Consider an ordinance on the first of two readings for a request for a specific use permit authorizing the use of a 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center; describing said 14.984 acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing a penalty; containing other provisions relating to the subject. The subject site is located north of East Hampton Circle, south of the Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

**(b) Public Hearings and related actions –** *There are no Public Hearings and related actions on this agenda.*

**8. APPOINTMENTS –** *There are no Appointments on this agenda.*

**9. AUTHORIZATIONS**

- (a) Consider awarding Package 1 construction contract for the Mustang Bayou Wastewater Treatment Plant Expansion.
- (b) Consider awarding agreements for utility services financial consultants.
- (c) Consider awarding agreements for utility services engineering consultants.

**10. ORDINANCES**

- (a) Consider an ordinance amending Chapter 34, Finance and Taxation, of the Missouri City Code; authorizing form of payment; providing for return check fees; providing for credit card service fees; providing for the deposit of fees or charge into the general fund of the City; providing for a repeal and providing for severability; and consider the ordinance on the first of two readings.

**11. RESOLUTIONS**

- (a) Consider a resolution declaring the City's intention to reimburse the cost of certain expenditures from the proceeds of certificates of obligation to be issued for the construction of public works and a fire truck and any items related thereto.
- (b) Consider a resolution identifying certain officials within authority to open and maintain a city account or accounts with Wells Fargo Bank, National Association; providing for repeal; and containing other provisions relating to the subject.

- (c) Consider a resolution identifying certain city officials with authority to open and maintain an account with said bank for the City of Missouri City Insurance Trust Fund; providing for repeal; and containing other provisions relating to the subject.

**12. CITY COUNCIL ANNOUNCEMENTS**

*Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

**13. CLOSED EXECUTIVE SESSION**

*The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.*

**14. RECONVENE**

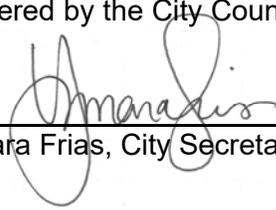
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**15. ADJOURN**

**In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.**

**CERTIFICATION**

I certify that a copy of the March 2, 2020, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on February 27, 2020, at 4:00 p.m.

  
\_\_\_\_\_  
Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed: \_\_\_\_\_

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



**Council Agenda Item  
March 2, 2020**

1. **ROLL CALL**
  2. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by the Thurgood Marshall High School Air Force Junior Reserve Officer Training Corps.
  3. **PRESENTATIONS AND RECOGNITIONS**
    - (a) Present Jennifer Nava with a Chief of Police Commendation.
  4. **PUBLIC COMMENTS**

*An opportunity for the public to address City Council on agenda items or concerns not on the agenda- those wishing to speak must complete the orange comment card, present the comment card to the City Secretary prior to the beginning of the meeting, and observe a three-minute time limit.*
  5. **STAFF REPORTS**
    - (a) City Manager announcements.
-

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Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, February 10, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following:

### 1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:00 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Human Resources and Organizational Development Russell, Fire Chief Campbell, Director of Financial Services Portis, Director of Development Services Spriggs, Director of Communications Walker, Media Specialist II Sanders, and Media Specialist II Kalimkootil.

### 2. DISCUSSION/POSSIBLE ACTION

- (a) Public hearing to receive comments for or against the disannexation of a 5.5-acre tract of land located north of the Sienna Sports Complex, south of the Sienna Village of Bees Creek residential subdivision, east of the Brazos River, and west of the Brazos Canal Access Road.

City Attorney Iyamu presented regarding the Gulf Coast Water Authority disannexation request.

Councilmember Emery moved to open the public hearing at 6:01 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

With no public comments, Councilmember Maroulis moved to close the public hearing at 6:01 p.m. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider the City's transportation needs and services provided by the Harris County Metropolitan Transit Authority (METRO).

Councilmember Boney requested that agenda item 2b be placed on the agenda and that Council collectively discuss what they expect from METRO. Discussion ensued regarding the services and needs of Missouri City. The Mayor requested that Council provide her with their recommendations and she would reach out to METRO on behalf of the City. City Manager Snipes provided City Council with the Missouri City Assisted Living Facilities map, which was requested by METRO so that they could incorporate into their services.

- (c) Discuss the proposed letters to the Texas Commission of Environmental Quality (TCEQ) and the Railroad Commission of Texas regarding odors within the City.

Assistant City Manager Atkinson presented an update on the proposed letters to the Texas Commission of Environmental Quality (TCEQ) and the Railroad Commission of Texas regarding odors within the City. Mayor Pro Tem Preston asked if the City invited representatives to a City Council meeting. Assistant City Manager

Atkinson stated the Fire Chief has been in contact with representatives to advise them of a forthcoming letter; however, he has not invited them to a meeting. City Manager Snipes requested direction from Council regarding whom would the letter be addressed from to the entities as Council would need to review and approve the letter, should all members of City Council agreed to sign it. Mayor Ford asked if the entities agreed to speak before City Council. City Manager Snipes stated they have not as they were waiting for the City's letter.

Councilmember Boney stated the direction from Council during the December 17, 2019 meeting was to soften the proposed letter, remove the lacking verbiage, add the invitation, and present to Council; and, he believes this was sufficient and he was ready to move forward with the letter. He added that he would like to invite representatives who could answer questions from City Council to a meeting regarding the recurring issues and how they operate. City Manager Snipes stated the letter has the names of all members of City Council for their signature and requested direction on how to move forward. City Attorney Iyamu stated that if the City Manager was seeking direction to request a vote from Council. The Mayor asked if a letter was necessary to invite them to a meeting. City Manager Snipes noted the original intent of the letter had nothing to do with an invitation as it was to ensure the agencies understood that this was an important issue for the City as it affected the quality of life for the residents.

Councilmember Boney requested to move forward with the agreed upon letter to the Texas Commission of Environmental Quality (TCEQ) and the Railroad Commission of Texas which states the City's position and invites representatives to a meeting with City Council. Councilmember Emery seconded. **MOTION PASSED.**

Ayes: Councilmembers Sterling, Boney, Emery, and Maroulis

Nays: Mayor Ford, Mayor Pro Tem Preston, and Councilmembers Edwards

- (d) Discuss vendors' relationships to City Councilmembers.

Councilmember Edwards requested that item 2d be placed on the agenda due to a conversation which took place during the Black History Month kickoff event with the City Manager and the Mayor regarding a conflict of interest as a sitting City Councilmember assisting Greatest BBQ due to her personal relationship with the business; and, that a resident inquired about the City funds spent to Greatest BBQ as a vendor. She also noted that the City had done business with Greatest BBQ for many years, before she was a member of City Council, and asked the City Manager if he was aware of any other businesses where there may be a conflict of interest with a sitting City Councilmember. City Manager Snipes stated there could be a couple and referenced section 3.09, meeting of Council, of the City's Charter which states, "No member of the council, or any officer of the city shall be pecuniarily interested, directly or indirectly, in any contract let by the city, or in any work done by the city, or in any matter wherein the rights or liabilities of the city are or may be involved."

City Manager Snipes added if individuals felt there was a conflict, they could identify that conflict at any point, and moved on to list a few businesses the City works where there may be a conflict. He stated he believed a contract was \$3,000 or more and noted some businesses the City works with which he believed were not contractual but services, from his operational standpoint. He asked if the City Attorney could provide her recommendation. The City Attorney stated it was up to the majority to Council to decide if they would like to receive attorney advice at a public setting or address this matter in closed executive session pursuant to section 551.071, Consultations with Attorney, of the government code. Councilmember Edwards stated she was open to address in public.

Councilmember Sterling requested clarity. City Manager Snipes stated the concern was that a City vendor was a relative of a sitting councilmember, which could have some level of concern and could come back negatively on the City even with the greatest of intentions. He again referenced section 3.09, meetings of Council, of the City's charter.

Councilmember Edwards stated that if the City was going to be fair regarding conflict of interests, she believed Councilmember Boney should be held to the same standards regarding the City's advertisements with the Forward Times newspaper and their relationship to him as a sitting City Councilmember. City Manager Snipes stated the discussion was needed in an effort for City Staff to have a better understanding of processes moving forward. Councilmember Boney stated that ethical concerns addressed to him were erroneous as he has no involvement with advertisements made with the City of Missouri City and the Forward Times newspaper. He added that the former Mayor and City Councilmembers recused themselves from the dais when the vote was taken and he was open to the will of the body of Council regarding these matters. Councilmember Boney also stated he was not employed by the Forward Times newspaper nor does he have vested interest as he was a third party independent contractor; however, if there was an appearance of improprieties, he was open to this discussion. He added that processes should be open to anyone on Council as he was aware of entities who receive and are a part of political action committees that contribute to candidates on the dais.

City Attorney Iyamu stated the City does require disclosure of financial interest for items that were brought before City Council and state law requires that an affidavit to be filed and for the member to refrain from voting, if there was an item in which there was a substantial interest. Councilmember Emery commented that there was a statement in the audit which asks such questions of City Council so that such declaration could be made. City Attorney Iyamu stated she believed so.

Councilmember Boney stated he has not benefited from anything the City had done directly with the Forward Times newspaper. Councilmember Edwards asked if the City had a subscription with the Forward Times. City Manager Snipes stated not a subscription, but the City did advertise the Black History month celebration events. Councilmember Edwards stated she picked up a copy of the subscription. Councilmember Boney stated Forward Times provides free publications as a complimentary service.

Councilmember Edwards moved to direct the City Manager to avoid doing business with vendors who have a direct relationship with any seated City Councilmember. Mayor Pro Tem Preston seconded.

City Attorney Iyamu stated the agenda item posted was for vendors relationships to City Councilmembers and not to officials and staff; therefore, the motion may not be applicable to what's posted. Councilmember Sterling questioned if the discussion was for City Councilmembers and not family members. Councilmember Edwards clarified that her motion was specifically for seated City Councilmembers.

Councilmember Maroulis questioned direct relationship with any seated City Councilmember. City Attorney Iyamu went over the degree of consanguinity. Mayor Ford asked if family and direct relationships to businesses applies. City Attorney Iyamu stated there was a separate law that relates to business relationships and if a substantial interest was received. City Manager Snipes stated he needed clarification. City Attorney Iyamu stated it was not 10-percent interest in the company but they needed to be a proprietor of the company and receive some salary to constitute a 10-percent interest in a company, under state law. Councilmember Edwards asked if she could add the clause to the motion. City Attorney Iyamu stated the disclosure was already required under state law.

Councilmember Maroulis added that City Councilmembers were disclosing during the yearly audit questionnaire. City Attorney Iyamu stated she believed the concern was at the time of contracting. She added there was also a form where vendors were to submit to the City regarding relationships with City Council for agenda items brought before City Council. Mayor Ford suggested that vendors notify the City if they have a direct relationship with anyone on Council. She also asked if the City was still asking new members of City Council to provide the City with their employment sources. City Attorney Iyamu stated yes. Mayor Ford asked if the records were updated. City Secretary Jackson stated the request was asked when new members of City Council began their service. City Manager Snipes stated a good suggestion would be to annually update employment sources so that the City knows exactly where City Councilmembers work.

Mayor Ford stated there was a motion and a second. Councilmember Maroulis requested that the City review what was currently in place before the vote. Mayor Ford agreed that this could come back for further discussion. City Attorney Iyamu requested clarification on the type of information she was to bring back before City Council, such as employment and family relationships. Mayor Ford stated yes, family, employment, and contractors. Councilmember Boney added that the City look into disclosures for anyone who may work with a Political Action Committee (PAC). City Attorney Iyamu stated she would present various areas from the local government code, state law, and the City's code.

### **3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 7:22 p.m.

**Texas Government Code, Section 551.074** – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the city attorney and the city manager.

### **4. RECONVENE**

At 10:32 p.m., City Council reconvened into open session.

Councilmember Edwards made a motion, based on the evaluation of the duties of the City Manager, to hire an additional auditor to report directly to Council and determine if there was a need for a more in depth audit beyond the yearly audit that the City was conducting. Councilmember Sterling seconded.

Councilmember Maroulis noted that the motion was made without knowing the cost of the audit. Additionally, he requested to go on record to state that none of Council reached out to the current auditor to ask the questions which needed to be asked.

Councilmember Boney also requested to go on the record as stating that the City has a third party independent audit that was currently taking place and he believed the motion was extremely irresponsible and reckless of Council to provide a blank check of tax payer dollars for an audit that was clearly not needed and one where by none of the Councilmembers who were seeking another audit reached out to the current audit firm.

Councilmember Emery stated he believed the information provided to a government agency was cherry picked in order for the case presented to be more palatable which did not include the CAFR or the last two audits from the City's external auditors. Additionally, he stated if the City were to get recommendations from other entities, that the City provide the full picture of what's going on and not just those things that make the case. He added that he, too, was concerned about the costs that the City may be faced with by getting an open-ended request to an audit firm.

Mayor Ford stated the information provided to the Fort Bend District Attorney's Office was not cherry picked as it pertained to information that the City has taken a look at over the last couple of months since she has have been mayor and they have recommended that the City look into an analysis and an audit. The motion that was just made was to meet with a consultant to determine if it was necessary that the City continue to move forward with a different type of audit other than our yearly audit, it was not to start with another audit at this point but to meet with a consultant to determine if there was a need to move forward. Councilmember Emery asked if the motion was for another audit firm or consultant. Mayor Ford stated the auditing consultant would determine from the information that the City has if would be necessary for a more extensive audit other than a yearly fiscal audit.

Councilmember Boney expressed that he wished to remain clear because the information discussed in executive session about information that was presented to the Fort Bend Attorney's Office indicated there was no criminal activity involved. He added that the recommendations stated in the letter were already addressed through our current audit firm. Mayor Ford responded by stating that the Fort Bend County District Attorney's Office was asked to look at the financial irregularities and they came back as they did not believe that there was any criminal activity however they did suggest that the City needed to take a deeper dive and look at all of our business divisions to look at what was going on due to the report they received from McConnell and Jones.

Councilmember Boney added the report discussed in executive session did not say the City needed to do a deeper dive into every division; however, it did reference recommendations made by McConnell and Jones. He then challenged his colleagues to visit the audit firm that has been hired by this council on last year before moving forward to spend additional funds on an audit firm or a consultant. Councilmember Sterling clarified that the City was not issuing blank checks and believed that the Council's intent was to pay \$5,000 today than to pay \$20,000 tomorrow; and, believed it was about checks and balances.

Councilmember Edwards made a motion, based on the evaluation of the duties of the City Manager, to hire an additional auditor to report directly to Council and determine if there was a need for a more in depth audit beyond the yearly audit that the City was conducting. Councilmember Sterling seconded. **MOTION PASSED.**

Ayes: Mayor Ford, Mayor Pro Tem Preston and Councilmembers Edwards, and Sterling

Nays: Councilmembers Boney, Maroulis and Emery

**5. ADJOURN**

The special City Council meeting adjourned at 10:42 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
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## **CITY COUNCIL SPECIAL MEETING MINUTES**

The City Council of the City of Missouri City, Texas, met in special session on **Monday, February 17, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

### **1. CALL TO ORDER**

Mayor Ford called the meeting to order at 5:30 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Maroulis, and Emery; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Director of Parks and Recreation Mangum, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, Visitor Center Coordinator McCallan, Recreation Superintendent Browne, HOA Liaison Matte, Media Specialist II Sanders, and Media Specialist II Kalimkootil. Also present: Beth Owen, Co-founder of BrandEra. Councilmember Boney arrived at 5:43 p.m.

### **2. DISCUSSION/POSSIBLE ACTION**

(a) Receive a presentation and update regarding facility usage and co-sponsorship requests.

Recreation Supervisor Frye presented on facility usage and co-sponsorship requests. Mayor Ford asked if this item had been placed on the agenda due to a request made by Missouri City Middle School. City Manager Snipes stated it had and noted the City has an ILA with Fort Bend Independent School District and it does not include parent group and others that may be associated.

Ford asked for Community Center rentals. Mangum stated it had been provided and would be emailed to Council. Ford recommended each school to have a point of contact for rentals and inquired if renting the Old Municipal Courtroom involved a fee for nonprofit organizations. Snipes stated that if the rental fell on the weekend, the nonprofit would cover staff cost and any other cost associated.

Mayor Pro Tem Preston asked how often they were looking at the user group list. Mangum stated they did look at them approximately two years ago. He noted an option would be to have an agreement with individual organizations in bulk or on a one-off basis. Mangum stated they would look at the user list again. Mayor Ford suggested they refer people to the library. City Manager Snipes stated it was important to analyze the list to see who our partners were. Ford suggested having organizations submit applications every two years.

(b) Discussion regarding R-17-34 proposed amendments.

Assistant City Manager Martel presented on the R-17-34 proposed amendments. Mayor Pro Tem Preston stated he would like to see this item go before the Ordinances, Resolution, Elections and Council Governance Review committee for discussion and flush the proposals out. Councilmember Boney noted it had been previously discussed about having a set timeframe for each member to submit planned HOA and/or district committee meeting. He stated he understood the need but does not want to feel compelled to submit his dates in advance when there may be pressing matters down the road. Snipes stated it would help to

have dates set as the intent was to be proactive and have them on the calendar as oppose to not. Mayor Ford asked for the item be sent to the committee with recommendations and bring those back to council.

- (c) Update regarding new tourism brand and website launch.

Visitor Center Coordinator McCallan presented regarding the new tourism campaign. Beth Owens, Co-founder of BrandEra, provided an in depth overview of the tourism marketing plan and website launch for the City. Mayor Ford asked if it would be different from the City's website. Owens stated it would be and that the City website would have a link such as "Discover MCTX." She noted the trend in tourism was to use the word discover, experience or visit preceding the city name. Ford stated she wanted to make sure there was a clear distinction between the websites.

Councilmember Maroulis stated he wanted to see a section dedicated to kids that includes items such as the skate park, bike rentals, zip lines and a feature for dog lovers. Owens stated they could organize those items under the kids section. Councilmember Emery asked how they determined which businesses would be shown on the website. Owens stated they could use third party media recommendations. Mayor Pro Tem Preston asked if Dewhouse was in Missouri City, as it was noted on the tourism brochure. Snipes stated it was in the City's extraterritorial jurisdiction. Councilmember Maroulis invited everyone to watch 'A Day in Missouri City' on Fox 26 to see what options the City offers.

- (d) Discussion regarding civil service financials.

Assistant City Manager Atkinson presented a fact sheet on civil service financials for informational purposes. Mayor Ford wanted to make sure the public was provided with solid numbers and that whatever the outcome of the election was, the City needed to be ready to pay for it. Councilmember Emery asked how the questions were developed for the fact sheet. Atkinson stated they analyzed the statue and information from other cities that went through the same process.

- (e) Discussion regarding peripheral finance auditor.

At 6:28 p.m., Councilmember Emery moved to go into closed executive session pursuant to section 551.071. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

At 6:49 p.m., City Council reconvened into open session.

Councilmember Maroulis moved to postpone agenda item 2e for a future City Council meeting. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

### **3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:50 p.m.

**Texas Government Code, Section 551.074** – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the city attorney.

### **4. RECONVENE**

At 7:16 p.m., City Council reconvened into open session. No action was taken in closed executive session.

### **5. ADJOURN**

The special City Council meeting adjourned at 7:16 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Maria Jackson, City Secretary

**YOLANDA FORD**  
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## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, February 17, 2020**, at the City Hall, Council Chamber, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

### 1. ROLL CALL

Mayor Ford called the meeting to order at 7:16 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney and Maroulis; City Manager Snipes, City Secretary Jackson, and City Attorney Iyamu. Councilmember Emery arrived at 7:17 p.m.

2. The **PLEDGE OF ALLEGIANCE** was led by Assistant City Manager Martel.

### 3. PRESENTATIONS AND RECOGNITIONS

Mayor Ford and Police Chief Berezin recognized Police Officer Leonard Scott and Police Officer Valery Elias for being selected as Officer(s) of the month for January 2020.

Councilmember Sterling stepped away at 7:21 p.m. and returned at 7:23 p.m.

### 4. PUBLIC COMMENTS

**Jerry Wyatt**, 4018 S. Sandy Court, addressed concerns regarding an open meetings violation that took place during the February 10, 2020 special City Council meeting. He noted he reported the violation to the Attorney General's office.

**Kevin Turini**, 5019 Southhampton Road, expressed concerned with inaction of city government to enforce Sec. 10-6, Limitation on number of dogs and cats, of the City municipal code in the past 68 days.

### 5. STAFF REPORTS

There were no City Manager announcements.

### 6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of February 3, 2020.
- (b) Consider accepting a report concerning impact fees and the impact fee capital improvements plans from the Capital Improvements Advisory Committee.
- (c) Consider receiving the annual reports for City of Missouri City Tax Increment Reinvestment Zone Number One (Texas Parkway), Number Two (Vicksburg), and Number Three (Sienna Zone).

Councilmember Emery moved to approve the Consent Agenda pursuant to recommendations by City Staff. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **Zoning Public Hearings and Ordinances** on this agenda.

## **7. PUBLIC HEARINGS AND RELATED ACTIONS**

### **(b) Public Hearings and related actions**

- (1) Public hearing to consider an assessment on City of Missouri City Public Improvement District No. 2, Lake Shore Harbour, Section 5; and consider a related ordinance on the first of two readings.

Councilmember Boney moved to open the public hearing at 7:23 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

**Clyde Jackson**, 2315 Terracina Court, thanked staff for coming out and speaking about the PID but he believes that the 6.5-percent interest rate was excessive. Jackson noted he was willing to pay but felt that it was unfair and that the accountability was unfair. He stated he provided photos to Councilmember Emery whom then gave them to the HOA representative.

**Marlene Davis**, Lake Shore Harbour Section 5, spoke in reference to the assessment amount. According to her calculation, she wants to know why they were being charged \$1,400 instead of \$609.41 for 30 years.

Director of Financial Services Portis stated the amount of \$1,400 was the 30-year assessment including an interest rate of 6.5-percent. Portis explained there was a debt issued where interest was paid to the developer by issuing bond proceeds. The City has an interest expense, which would be recouped by charging interest within the assessment. Portis noted they could have an opportunity to pay down debt early if there was more money in the PID fund. Portis added the first step would be to correct the assessment role to include the 27 properties and then match it with current debt schedules to see if anything could be done with the assessments. Mayor Ford asked for Council and the community to be informed of any changes. Portis stated they were required to provide information of any changes and would do so in September.

**Alice Weeks**, 3934 Catania Bay Court, asked what the City was doing with the regular taxes collected and PID fund.

Director Portis stated the PID funds were repaying the debt that was issued to pay the developer for all of the public improvements included in the assessment plan, which include water, drainage and sewer lines.

Councilmember Maroulis moved to close the public hearing at 7:51 p.m. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Emery moved to approve the ordinance. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to receive comments for or against the disannexation of a 5.5-acre tract of land located north of the Sienna Sports Complex, south of the Sienna Village of Bees Creek residential subdivision, east of the Brazos River, and west of the Brazos Canal Access Road.

Councilmember Emery moved to open the public hearing at 7:52 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

With no public comments, Councilmember Boney moved to close the public hearing at 7:53 p.m. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **Appointments** on this agenda.

## 9. AUTHORIZATIONS

- (a) Consider authorizing the Mayor to sign a letter of approval for Spartan EMS LLC to operate a non-emergency ambulance service.

Councilmember Emery moved to authorize the Mayor to sign a letter of approval for Spartan EMS LLC to operate a non-emergency ambulance service. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider authorizing the purchase of fleet equipment.

Fleet Superintendent Tubbs noted staff recommended purchase of the six vehicles that remain for FY 2020 replacement vehicles using the Fleet Maintenance Replacement Fund.

Councilmember Emery moved to authorize the purchase of fleet equipment. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the execution of an interlocal agreement between the City of Missouri City and the City of Corinth for the purchase of two police motorcycles.

Police Chief Berezin stated they were requesting the purchase of motorcycles from the City of Corinth, which were practically brand new with a savings of almost \$27,000. He also noted this would help expand the motorcycle division.

Mayor Pro Tem Preston moved to authorize the execution of an interlocal agreement between the City of Missouri City and the City of Corinth for the purchase of two police motorcycles. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

## 10. ORDINANCES

- (a) Consider an ordinance approving the third updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Two and consider the ordinance on the first of two readings.

Councilmember Boney moved to adopt the ordinance. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider an ordinance approving the first updated and restated service and assessment plan for City of Missouri City Public Improvement District No. Four and consider the ordinance on the first of two readings.

Councilmember Boney moved to adopt the ordinance. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

## 11. RESOLUTIONS

- (a) Consider a resolution approving the submission of an Edward Byrne Memorial Justice Assistance Grant application to the criminal justice division of the Office of the Governor through the Houston-Galveston Area Council to fund the purchase of an unmarked vehicle for the Missouri City Police Department's crisis intervention team; and containing other provisions related thereto.

Recognition & Compliance Program Coordinator Murray stated the Police Department wished to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the amount of \$28,372.47, with no

match needed. The funds would be used to purchase an unmarked vehicle for the upcoming Crisis Intervention Team.

Councilmember Emery moved to approve the resolution. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution approving the submission of a grant application for an assistance to firefighters grant to the Federal Emergency Management Agency; and containing other provisions related thereto.

Fire Chief Campbell stated the Fire Department was seeking approval to apply for funding via FEMA's Assistance to Firefighters Grant (AFG). The objectives of the AFG program were to provide critically needed resources that equipped and trained emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Councilmember Preston moved to approve the resolution. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

## **12. CITY COUNCIL ANNOUNCEMENTS**

Councilmember Maroulis stated he attended the grand opening of the Fort Bend Family Promise who catered to families that were homeless. Councilmember Boney thanked Fox 26 News for positively highlighting Missouri City and allowing him to talk about the Freedom Tree. Councilmember Emery suggested talking with the branding company to use the Fox 26 News highlights for the upcoming website. Councilmember Edwards encouraged everyone to volunteer for park clean-up event on February 22; and, encouraged everyone to go out and vote. Mayor Pro Tem Preston wished everyone a productive week and encouraged everyone to shop locally.

## **13. ADJOURN**

The regular City Council meeting adjourned at 8:03 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Maria Jackson, City Secretary

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**CHERYL STERLING**  
Councilmember District A

**JEFFREY L. BONEY**  
Councilmember District B

**ANTHONY G. MAROULIS**  
Councilmember District C

**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, February 24, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following:

### 1. CALL TO ORDER

Mayor Ford called the meeting to order at 6:00 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, and Maroulis; City Manager Snipes, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Atkinson, Director of Human Resources and Organizational Development Russell, Director of Development Services Spriggs, Director of Communications Walker, HR Manager Monroe, Animal Shelter Manager Goffney, Assistant City Attorney Santangelo, Media Specialist II Sanders, and Media Specialist II Kalimkootil. Councilmember Emery arrived at 6:01 p.m.

### 2. DISCUSSION/POSSIBLE ACTION

- (a) Discuss possible updates to the personnel policies that address how personnel matters are handled for appointed staff.

Mayor Ford stated the item was to give staff direction to come back to Council with a policy. Councilmember Maroulis asked if they were doing comparisons with other cities. City Attorney Iyamu stated they were planning on a comparison.

Councilmember Boney asked for clarification on direction from Council. Iyamu asked for clarification as well, and asked if the directive related specifically to the claims process for discrimination claims or was it related to the actual employment discipline process. Mayor Ford noted the policy would pertain only to direct reports and when incidents happened or arise, City Council was to be immediately notified on how they would like to move forward.

Iyamu asked if incidents referred to claims of discrimination or incidents related to employees filing grievances on their personnel actions. Councilmember Sterling stated it would relate to any incident related to City Council direct reports. Councilmember Maroulis asked that best practices for performance reviews be included in the research. Councilmember Edwards asked when the information would be provided to Council. Iyamu stated they would provide Council with a draft ordinance at the March 16 City Council meeting.

**Adrienne Barker**, 2707 Lakeside Village Drive, spoke about her concerns with the items placed on the agenda.

City Attorney Iyamu stated she received notice from the City Manager to evoke a provision from his contract to allow his item to be held in open session.

At 6:06 p.m., Mayor Pro Tem Preston moved to go into closed executive session pursuant to Texas Government Code, Section 551.074, pertaining to the city attorney. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

### 3. **CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:06 p.m.

**Texas Government Code, Section 551.074** – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the city attorney.

### 4. **RECONVENE**

At 6:37 p.m., City Council reconvened into open session. No action was taken.

At 6:38 p.m., Mayor Pro Tem Preston moved to go into closed executive session pursuant to Texas Government Code, Section 551.071, to seek legal advice from the City Attorney pertaining to item 2c. Councilmember Edwards seconded. **MOTION PASSED.**

Ayes: Mayor Ford, Mayor Pro Tem Preston and Councilmembers Edwards, Sterling, Boney, and Emery

Nays: Councilmembers Maroulis

At 6:49 p.m., City Council reconvened into open session.

- (b) Discuss and consider possible action on personnel matters regarding the City Attorney's performance and/or employment.

Mayor Ford stated there was no action taken.

**Adrienne Barker**, 2707 Lakeside Village Drive, asked the audience to raise their hands if they were in favor of keeping current city leadership.

Councilmember Maroulis stepped away at 6:50 p.m. and returned at 6:50 p.m.

**Gloria Lucas**, 15414 Poolview, and **Noel Pinnock**, 2903 Robinson Road, stated it was a fundamental principle to fight for what was right and for those fighting for us. Lucas and Pinnock spoke in support of the City Attorney.

**Dwight Johnson**, 7810 Northwinds Drive, asked if no action on the City Attorney pertained only for today or if there was no action to be taken on the role.

Mayor Ford stated there was no action for today or future action that they know of.

- (c) Discuss and consider possible action on personnel matters regarding the City Manager's performance and/or employment contract.

**Loretta Peters**, 4522 Trammel Fresno, and **Portia Right**, 610 Foxborough Lane, spoke in support of the City Manager.

**Kenneth Goode**, 1807 Pine Hollow, spoke in support of the City Manager and about his concerns with Council's hidden agenda.

**Jim Fonteneaux**, 2410 La Quinta Drive, spoke in support of the City Manager.

**Linda Russell**, 2923 Ashmont Drive, withdrew her request to speak.

**Jerry Wyatt**, 4018 S. Sandy Court, spoke in support of the City Manager.

**Harold Synder**, 2602 Creekway Circle, was not present.

**Cleon Brown**, 2823 E. Birchdale Drive, spoke in support of the City Manager and requested no action be taken against City Manager Snipes.

**Sam Rubbico**, 3235 Hunters Glen Drive, spoke in regards to oaths taken by City Councilmembers and in support of the City Manager.

**Charles Butera**, 3010 Sun City Court, spoke in support of the City Manager.

**Noel Pinnock**, 2903 Robinson Road, spoke in support of the City Manager.

**Dwight Johnson**, 7810 Northwinds Drive, spoke in support of the City Manager.

Councilmember Maroulis moved to extend time by 1 minute. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

**Dwight Johnson** continued to speak regarding transparency.

Mayor Ford stated the item was placed on the agenda to discuss personnel issues regarding the City Manager and noted the City Manager asked for matters to be discussed in open session. Ford stated the item pertained to personnel issues discussed at the last meeting as follows: restricted utility funds that had been moved (\$2.5 million); a McConnell & Jones analysis for water and wastewater that identified issues in the City; a MUD 48 letter with financial issues with the City that included \$62,000 in discrepancies; and, a letter from district attorney's office that suggested all business divisions since there was an issues in one. Ford stated these items were discussed last week and she wanted to discuss with City Council. She noted that City Manager Snipes has provided answers to some of the items. For which she stated she would leave all documents with the City Attorney who would determine if they could be reviewed by the City. She stated that when she came on as Mayor, she met with Snipes and brought up issues that he provided a response in an email. Such issues were as follows: racial tension, loss of faith with leadership, falsification of documents and alcohol use within the Police Department; issues with Municipal Court; issues with development and redevelopment; budget issues; and staff morale. Ford noted she led the charge to bring Snipes on board and during such process City Council was advised of his personnel issues in Austin. The recruiter did not believe those issues were significant to consider him as a candidate. After Snipes was hired, she received a copy of the investigation that clearly demonstrated serious concerns that should have been considered during the hiring process. Ford noted she was confident that City Council would be able to change areas of the City that needed redevelopment as he had headed up redevelopments on 11<sup>th</sup> and 12<sup>th</sup> streets in the City of Austin. She stated that as of today, five years later, there was minimal change with development and redevelopment on Texas Parkway. Ford stated Snipes advised that the financial circumstances and privately owned land was a major issue with getting economic development done along the corridors. She noted issues mentioned on Channel 2 that dealt with water on Sienna MUD No. 1 to which Snipes and staff advised they were not responsible for water to end users and issues that existed for those residents. Ford stated if the City has contracted with an entity to provide water to citizens, she believes the

City should have more input. She reminded everyone issues she mentioned did not happen overnight. Ford noted all the documents she has pertaining these issues would be left with the City Attorney. City Attorney Iyamu clarified the Texas Attorney General's Office would be the ones to provide clearance of the records.

Councilmember Edwards stated pursuant to section 2c of the employment agreement between the City of Missouri City and City Manager Anthony Snipes, she moved to terminate the services of Anthony Snipes, subject only to the provisions said forth of Section 3 of the agreement of the contract. Mayor Pro Tem Preston seconded.

Councilmember Boney stated he would like the City Manager to respond to the comments made by the Mayor. City Manager Snipes stated there were a number of the items that were expressed on this day which were not articulated in the last meeting. He stated he met with Mayor Ford two years ago regarding her vision and a number of these issues were not brought up. He stated that based on the meeting with the Mayor, he provided an immediate response to issues related to Police and staff morale. Upon his arrival, he was provided with an email sent to former City Manager Ed Broussard indicating low morale from then Councilmember Ford who also expressed no confidence in his leadership. During his interview, City Council expressed concerns with low morale. He added Mayor Pro Tem Preston expressed his request to consider having an outside entity to conduct an employee survey. Snipes added that in 2016, they started a journey to becoming a High Performance Organization, where leadership was expected at all levels. Snipes listed various items the City had accomplished during his tenure. He noted he would provide a number of attachments to the City Secretary for City records. Snipes stated that since his employment, they have received clean audits from independent auditors from fiscal year 2015 to present along with many awards. Snipes finished with stating that if he were to be terminated this evening, it had been an honor to serve the community.

Councilmember Sterling stated she had asked the City Manager if the City had an in depth audit coming in 2015. She asked Snipes if he could explain on the misplacement of \$2.5 million and if taxes were increased based on those missing funds. Snipes stated the \$2.5 million were through the utilities and were not missing but misplaced, which was then validated by the McConnell with Jones report. Snipes stated the increase had nothing to do with the \$2.5 million funds that were misplaced. He noted such information was provided to City Council on April 15, 2019. Mayor Ford clarified the funds had been moved to the wrong fund account. Sterling asked if an amendment was needed to move funds from one budget to another. Snipes stated budget amendments were brought before City Council for review and consideration, as required by law.

Councilmember Maroulis thanked everyone who came to support City Manager Snipes. He stated that when Snipes came onboard he walked into a situation with no Financial Services Director, Fire Chief or Director of Parks and Recreation. Maroulis noted the Mayor listed things Snipes has not done well, but that he had his annual review with 13 pages of things he has done well. Maroulis noted they spent \$120,000 debunking the \$2.5 million along with staff time. He wants everyone to work together and move forward. Maroulis stated that if you do not know where you are going, any road would get you there. In his opinion, the goal for the past 13 months has been to remove the City Manager. Councilmember Boney stated he was floored by the motion and the thought the City Manager was worthy of termination. He stated he witnessed a fiasco with the board of directors and the president at Texas Southern University, which ended in a buyout of his contract.

Councilmember Maroulis stepped away at 7:52 p.m. and returned at 7:53 p.m.

Councilmember Sterling stepped away at 7:52 p.m. and returned at 7:55 p.m.

Councilmember Boney asked for the reasons to terminate the City Manager; and, if it pertained to an improvement issues, then Council should provide the City Manager with the opportunity for improvements. Boney stated Council was read a letter from the District Attorney's office and no one knew they had been

contacted about alleged criminal activity as the Mayor presented the information. Boney noted the City Manager received a raise last year along with an extension to his contract. He went on to read the severance pay provision from the City Manager's contract. Boney also read Charter section 3.05, the Mayor shall act as chief executive of the City until a City Manager was appointed. Boney stated the City Manager had done an outstanding job. City Attorney Iyamu clarified there was a conflicting provision that states a member of City Council and the City Secretary could not serve as City Manager or acting City Manager. Mayor Ford stated they would appoint an interim City Manager. City Manager Snipes noted he provided the City Secretary all the attachments based on items the Mayor spoke of. Councilmember Emery stated City Council discussed several City Manager accomplishments such as being named Public Official of the Year. Emery also addressed the complaint filed by the Mayor to the District Attorney's office where the report was not deemed sufficient to warrant criminal prosecution. Councilmember Edwards stated it was uncomfortable to have knowledge of issues and mismanagement of City funds. She added that she swore she would perform and discharge the duties of the City Council, which included holding direct reports accountable for their actions or lack of thereof and noted her decision was based on facts alone. Mayor Pro Tem Preston stated there were things said that he does not agree with and it was unfortunate the situation had become messy. Preston stated they serve the community and work to do the right thing; and, he would not go into details due to legal ramifications. Councilmember Boney stated they had several major issues to discuss such as 3.5-percent cap budget, MUD studies and potential civil service and would need direction from a City Manager.

Councilmember Edwards stated pursuant to section 2c of the employment agreement between the City of Missouri City and City Manager Anthony Snipes, she moved to terminate services of Anthony Snipes, subject only to the provisions said forth of Section 3 of the agreement of the contract. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

Ayes: Mayor Ford, Mayor Pro Tem Preston and Councilmembers Edwards, and Sterling  
Nays: Councilmembers Boney, Maroulis and Emery

**5. ADJOURN**

The special City Council meeting adjourned at 8:25 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Maria Jackson, City Secretary



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(b) Assessments against properties in Public Improvement District No. 2, Section 5.  
**Submitted by:** Allena J. Portis, Director of Financial Services

### SYNOPSIS

Under Chapter 372 of the Texas Local Government Code, a PID may be established within the city limits or the extraterritorial jurisdiction of a municipality for the reimbursement of expenses associated with improvement projects in the District. Public Improvement District No. 2 (PID ) was created in 2001 to finance improvements in the Lake Shore Harbour subdivision (District). Local Government Code 372.016 states that after the total cost of an improvement is determined, the City shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chose by the municipality. For PID No. 2, the assessment is allocated equally among the lots.

Local Government Code requires a public hearing on proposed assessments. The proposed assessment roll was filed with the City Secretary and was made available for public inspection as required by Chapter 372.

This item was discussed at the July 1<sup>st</sup> Missouri City Development Authority meeting. During this meeting, the MCDA Board was informed that a public hearing was anticipated for properties located in PID No. 2 that had not yet been assessed. This item was presented to City Council on November 18, 2019 and no action was taken. A community meeting was held on January 15, 2020 to provide information and answer questions regarding the Section 5 assessment.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Have quality development through buildout

### BACKGROUND

PID 2 has been developed in several phases. Section five's original assessment roll was approved by Council on September 3, 2013. The original Assessment Roll included in the Section Five Assessment Ordinance did not include all of the Lots within Section 5 of the PID. The total number of Lots within Section 5 of PID No. 2 is 80. Pursuant to the City's Assessment collection history, 53 of Lots received the initial Assessment levy related notice and the corresponding Annual Installments were so far collected from these 53 Lots. These 53 Lots are marked as "Existing" in the updated Assessment Roll summary for Section Five included as Appendix C to the assessment plan. The remaining 27 Lots did not receive the initial Assessment levy related notice and the corresponding Annual Installments were not collected so far. These 27 Lots are marked as "New" in the updated Assessment Roll summary for Section included as Appendix B of the assessment plan.

Local Government Code requires a public hearing on proposed assessments. The public improvements funded by the assessments include site work improvements, water distribution system improvements,

sanitary sewer improvements, contingency provisions, financing and administrative costs. The total cost of improvements is \$1,462,572. The proposed assessment apportions the cost of the improvement equally per lot which is consistent with the special benefits accruing to the property because of the improvement. The assessment rate is \$18,282.15 per lot at an interest rate of 6.5%, which is consistent with the currently assessed properties in Section 5. The period of the assessment is 30 years as approved in the initial service and assessment plan.

The initial assessment for the newly assessed properties in Section 5 will begin upon adoption of this ordinance and will be billed by the City's PID Assessor Collector, Fort Bend County Tax Office, concurrent with the 2020 tax year with a due date of January 31, 2021 for the first assessment payment.

The notice as required by Chapter 372 of the Local Government Code was published in the Fort Bend Independent on February 5, 2020. The assessment roll is filed with the City Secretary and notice has been sent to the last known address of all property owners.

### BUDGET ANALYSIS

To date, Vicksburg Estate, the developer for Lake Shore Harbour, has been paid a total of \$9,688,674.78. Debt was issued in 2010 and 2018 for PID No. 2 to pay the developer for infrastructure as identified and approved in the developer's agreement. Debt service payments are scheduled through FY2038 and are payable from the assessments collected. There is a remaining balance of \$246,278 due to Vicksburg Estate for costs associated with Sections 4 and 5, which is scheduled to be reimbursed next fiscal year when funds become available.

If the City Council fails to take action on this item, the direct fiscal impact for the 27 properties within section 5 would be approximately \$493,618 plus interest. In addition to this cost, other PID assessments may be challenged which could result in the loss of millions of dollars for the City. Any loss could result in an increase in the I&S portion of the City's tax rate, which would impact all property owners within the City; some of which are paying or have paid for their water and sewer infrastructure through MUD taxes and other mechanisms.

### SUPPORTING MATERIALS

1. Ordinance
2. Public Hearing Notice
3. Section 5 Recorded Plat
4. Lake Shore Harbour Conceptual Plan
5. Proposed Ordinance with PID 2 Section 5 Assessment Roll
6. PID 2 Service & Assessment Plan O-07-31
7. PID 2 Section 5 Assessment Ordinance O-13-30

### STAFF'S RECOMMENDATION

Staff recommends that Council approve the ordinance with assessment roll.

**Director Approval:** Allena J. Portis, Director of Financial Services

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson, Assistant City Manager

**ORDINANCE NO. O-19- \_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, LEVYING AN ASSESSMENT AGAINST CERTAIN SECTION 5 PROPERTIES IN THE LAKESHORE HARBOUR SUBDIVISION LOCATED IN THE CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. TWO (LAKESHORE HARBOUR); AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

WHEREAS, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Missouri City Public Improvement District No. Two (the "PID") and adopted a Service and Assessment Plan (the "Plan") for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, pursuant to Ordinance No. O-13-30, adopted by the City Council of the City of Missouri City on September 3, 2013, the City assessed certain properties within the PID;

WHEREAS, the City Council has filed a proposed assessment roll with the City Secretary, which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment in, for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement; now therefore,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this 17<sup>th</sup> day of February, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 2<sup>nd</sup> day of March, 2019.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney



**City of Missouri City**  
**NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY TO CONSIDER PROPOSED ASSESSMENTS AGAINST SECTION FIVE PROPERTIES IN LAKE SHORE HARBOUR SUBDIVISION WITHIN THE CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NUMBER TWO ESTABLISHED BY CITY COUNCIL RESOLUTION NO. R-01-38**

**DATE OF NOTICE: February 3, 2020**

In accordance with Chapter 372 Local Government Code the proposed assessment roll for Section Five properties in the City of Missouri City Public Improvement District Number Two has been prepared and is on file and open for public inspection in the office of the City Secretary. A public hearing on the proposed assessment will be held by the City Council as follows:

**DATE & TIME: Monday, February 17, 2020, 7:00 p.m.**

**LOCATION: City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas**

**COST OF IMPROVEMENTS: \$1,462,572**

**GENERAL NATURE OF THE IMPROVEMENTS:** The public improvements include site work improvements, water distribution system improvements, sanitary sewer improvements, contingency provisions, financing, and administrative costs.

**SITE BOUNDARIES:** Except for properties previously assessed by City Ordinance No. O-13-30, adopted by the City Council on September 3, 2013, the boundaries are described in the Final Plat of Lake Shore Harbour Sec. 5, being 17.054 acres out of the Elijah Roark League, Abstract 77, City of Missouri City, Fort Bend County, Texas, 80 lots, 2 blocks, 2 reserves.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

**FOR MORE INFORMATION:** Additional information is available at the Financial Services Department, located at City Hall, 1522 Texas Parkway, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8614 or email the Financial Services Director at [allena.portis@missouricitytx.gov](mailto:allena.portis@missouricitytx.gov) for further information.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	300.00	18°00'00"	94.25	N02°00'00"W	94.25
C2	800.00	18°00'00"	251.06	N37°00'00"W	259.69
C3	800.00	18°00'00"	251.06	S37°00'00"W	259.69
C4	100.00	18°00'00"	32.81	S02°00'00"W	33.00
C5	100.00	18°00'00"	32.81	N02°00'00"W	33.00
C6	30.00	78°52'32"	41.31	N78°52'32"E	38.12
C7	30.00	20°40'30"	18.06	S37°42'38"W	15.87
C8	70.00	30°00'00"	32.23	S47°00'00"W	30.18
C9	30.00	20°10'00"	10.81	S02°10'00"W	10.93
C10	30.00	78°28'45"	38.53	S84°47'30"W	36.73
C11	100.00	18°00'00"	94.25	S47°00'00"W	94.25
C12	100.00	18°00'00"	32.81	N02°00'00"W	33.00
C13	1150.00	18°00'00"	488.84	N02°00'00"W	488.14
C14	200.00	27°00'00"	18.52	S47°00'00"W	18.12
C15	100.00	27°00'00"	36.81	S47°00'00"W	36.24
C16	100.00	27°00'00"	36.81	N47°00'00"W	36.24
C17	30.00	87°40'00"	43.82	N83°40'00"W	40.02
C18	30.00	27°04'14"	14.57	N09°27'11"W	14.24
C19	80.00	48°00'00"	77.82	S04°00'00"W	73.28
C20	30.00	48°11'42"	24.79	N27°00'00"W	23.54
C21	30.00	87°28'12"	45.84	N28°40'00"W	41.51
C22	100.00	18°00'00"	94.25	N01°00'00"W	94.25
C23	300.00	18°00'00"	144.84	N02°00'00"W	144.00
C24	800.00	18°00'00"	251.06	N02°00'00"W	259.69
C25	30.00	47°48'20"	21.89	S24°12'13"E	21.41
C26	100.00	18°00'00"	94.25	S02°00'00"W	94.25
C27	800.00	18°00'00"	251.06	S02°00'00"W	259.69
C28	30.00	18°00'00"	94.25	N02°00'00"W	94.25
C29	70.00	30°00'00"	32.23	S47°00'00"W	30.18
C30	30.00	18°00'00"	94.25	N02°00'00"W	94.25
C31	300.00	18°00'00"	144.84	N02°00'00"W	144.00
C32	30.00	87°28'12"	45.84	N28°40'00"W	41.51
C33	30.00	47°48'20"	21.89	N24°12'13"E	21.41
C34	300.00	18°00'00"	144.84	N02°00'00"W	144.00
C35	30.00	48°11'42"	24.79	N27°00'00"W	23.54
C36	30.00	27°04'14"	14.57	N09°27'11"W	14.24
C37	30.00	87°11'17"	45.81	S02°00'00"W	41.51
C38	400.00	18°00'00"	160.52	S02°00'00"W	156.00
C39	300.00	18°00'00"	144.84	S02°00'00"W	140.00
C40	300.00	18°00'00"	144.84	N02°00'00"W	140.00
C41	30.00	87°28'12"	45.84	N28°40'00"W	41.51
C42	30.00	47°48'20"	21.89	N24°12'13"E	21.41
C43	30.00	18°00'00"	94.25	N02°00'00"W	94.25
C44	30.00	87°28'12"	45.84	N28°40'00"W	41.51
C45	30.00	47°48'20"	21.89	N24°12'13"E	21.41
C46	30.00	18°00'00"	94.25	N02°00'00"W	94.25
C47	30.00	87°28'12"	45.84	N28°40'00"W	41.51

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO PRIVATE PARK USE	0.024 AC. - 1,087 S.F.
(B)	RESTRICTED RESERVE "B"	RESTRICTED TO PRIVATE PARK USE	0.032 AC. - 1,424 S.F.
TOTAL			0.056 AC. - 2,471 S.F.



LINE	BEARING	LENGTH
L1	S88°44'48"W	120.00
L2	S47°00'00"W	120.00
L3	S88°44'48"W	60.00
L4	S21°00'00"W	23.37
L5	S88°44'48"W	120.00
L6	N01°00'00"W	32.36
L7	S77°28'34"W	128.00
L8	S47°00'00"W	178.63
L9	S47°00'00"W	81.47
L10	S47°00'00"W	80.00
L11	N47°00'00"W	178.63
L12	N01°00'00"W	80.00
L13	N47°00'00"W	80.00
L14	N01°00'00"W	41.88
L15	N47°00'00"W	177.36
L16	S21°00'00"W	70.00
L17	S21°00'00"W	22.00
L18	S21°00'00"W	8.89
L19	N47°00'00"W	40.00
L20	N47°00'00"W	80.00
L21	S77°28'34"W	1.88
L22	N01°00'00"W	52.36
L23	S21°00'00"W	20.00
L24	N27°00'00"W	20.00
L25	S47°00'00"W	57.87
L26	S47°00'00"W	21.03
L27	S47°00'00"W	20.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
*Debra Wilson*  
Debra Wilson, County Clerk  
Fort Bend County, Texas  
November 05, 2013 09:08:04 AM  
FILED: 1008 04 001  
2013000

**FINAL PLAT OF  
LAKE SHORE HARBOUR  
SEC. 5**

BEING A SUBDIVISION CONTAINING 17.054 ACRES AND BEING A PORTION OF A CALLED 202.206 ACRE TRACT RECORDED IN THE NAME OF VICKSBURG ESTATES, LTD. IN F.B.C.C.P. NO. 1999080507, LOCATED IN THE ELIJAH ROARK LEAGUE, A-77 CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS

80 LOTS 2 BLOCKS 2 RESERVES  
DATE: NOVEMBER, 2013 SCALE: 1" = 100'

DESIGNED BY: VICKSBURG ESTATES, LTD. A TEXAS LIMITED PARTNERSHIP 1618 WOODLIFE BLVD HOUSTON, TEXAS 77055 CLAYTON F. WONG 713-478-8000 (PH) 713-478-0444 (FAX)

ENGINEER: r.g.miller engineers SURVEYOR: MILLER SURVEY GROUP 1700 WEST OAK HOLLOW PARKWAY NORTH, HOUSTON TEXAS 77043 PHONE 713-413-1900 FAX 713-413-1944 BRAD L. MILLER, R.P.L.S.

18211 Wickhamer Lane - Suite 200 Houston, Texas 77059 (713) 481-9600 TOTAL PLOT REVISION NO. F-487 JACK P. MILLER, P.E. SHEET 1 OF 3





**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property ID	Owner ID	Legal Description	Block	Lot	Assessment Payment Status	Original Assessment	Annual Installments	Thirty Year Assessment
4795050010010907	R428634	R428634	Lake Shore Harbour Sec 5, BLOCK 1, Lot 1	1	1	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010020907	R428635	R428635	Lake Shore Harbour Sec 5, BLOCK 1, Lot 2	1	2	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010030907	R428636	R428636	Lake Shore Harbour Sec 5, BLOCK 1, Lot 3	1	3	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010040907	R428637	R428637	Lake Shore Harbour Sec 5, BLOCK 1, Lot 4	1	4	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010050907	R428638	R428638	Lake Shore Harbour Sec 5, BLOCK 1, Lot 5	1	5	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010060907	R428639	R428639	Lake Shore Harbour Sec 5, BLOCK 1, Lot 6	1	6	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010070907	R428640	R465796	Lake Shore Harbour Sec 5, BLOCK 1, Lot 7	1	7	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050010070907	R428640	R465797	Lake Shore Harbour Sec 5, BLOCK 1, Lot 7	1	7	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050010080907	R428641	R428641	Lake Shore Harbour Sec 5, BLOCK 1, Lot 8	1	8	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010090907	R428642	R428642	Lake Shore Harbour Sec 5, BLOCK 1, Lot 9	1	9	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010100907	R428643	R428643	Lake Shore Harbour Sec 5, BLOCK 1, Lot 10	1	10	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010110907	R428644	R428644	Lake Shore Harbour Sec 5, BLOCK 1, Lot 11	1	11	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010120907	R428645	R428645	Lake Shore Harbour Sec 5, BLOCK 1, Lot 12	1	12	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010130907	R428646	R428646	Lake Shore Harbour Sec 5, BLOCK 1, Lot 13	1	13	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010140907	R428647	R428647	Lake Shore Harbour Sec 5, BLOCK 1, Lot 14	1	14	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010150907	R428648	R428648	Lake Shore Harbour Sec 5, BLOCK 1, Lot 15	1	15	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010160907	R428649	R428649	Lake Shore Harbour Sec 5, BLOCK 1, Lot 16	1	16	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010170907	R428650	R428650	Lake Shore Harbour Sec 5, BLOCK 1, Lot 17	1	17	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020010907	R428651	R428651	Lake Shore Harbour Sec 5, BLOCK 2, Lot 1	2	1	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020020907	R428652	R428652	Lake Shore Harbour Sec 5, BLOCK 2, Lot 2	2	2	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020030907	R428653	R428653	Lake Shore Harbour Sec 5, BLOCK 2, Lot 3	2	3	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020040907	R428654	R428654	Lake Shore Harbour Sec 5, BLOCK 2, Lot 4	2	4	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020050907	R428655	R428655	Lake Shore Harbour Sec 5, BLOCK 2, Lot 5	2	5	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020060907	R428656	R428656	Lake Shore Harbour Sec 5, BLOCK 2, Lot 6	2	6	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020070907	R428657	R428657	Lake Shore Harbour Sec 5, BLOCK 2, Lot 7	2	7	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020080907	R428658	R428658	Lake Shore Harbour Sec 5, BLOCK 2, Lot 8	2	8	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020090907	R428659	R452198	Lake Shore Harbour Sec 5, BLOCK 2, Lot 9	2	9	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020090907	R428659	R428659	Lake Shore Harbour Sec 5, BLOCK 2, Lot 9	2	9	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020100907	R428660	R428660	Lake Shore Harbour Sec 5, BLOCK 2, Lot 10	2	10	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020110907	R428661	R428661	Lake Shore Harbour Sec 5, BLOCK 2, Lot 11	2	11	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020120907	R428662	R428662	Lake Shore Harbour Sec 5, BLOCK 2, Lot 12	2	12	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020130907	R428663	R428663	Lake Shore Harbour Sec 5, BLOCK 2, Lot 13	2	13	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020140907	R428664	R455560	Lake Shore Harbour Sec 5, BLOCK 2, Lot 14	2	14	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020140907	R428664	R428664	Lake Shore Harbour Sec 5, BLOCK 2, Lot 14	2	14	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020150907	R428665	R428665	Lake Shore Harbour Sec 5, BLOCK 2, Lot 15	2	15	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020160907	R428666	R428666	Lake Shore Harbour Sec 5, BLOCK 2, Lot 16	2	16	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020170907	R428667	R428667	Lake Shore Harbour Sec 5, BLOCK 2, Lot 17	2	17	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020180907	R428668	R428668	Lake Shore Harbour Sec 5, BLOCK 2, Lot 18	2	18	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020191907	R428669	R428669	Lake Shore Harbour Sec 5, BLOCK 2, Lot 19	2	19	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020200907	R428670	R428670	Lake Shore Harbour Sec 5, BLOCK 2, Lot 20	2	20	New	\$18,282.15	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property ID	Owner ID	Legal Description	Block	Lot	Assessment Payment Status	Original Assessment	Annual Installments	Thirty Year Assessment
4795050020210907	R428671	R428671	Lake Shore Harbour Sec 5, BLOCK 2, Lot 21	2	21	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020220907	R428672	R428672	Lake Shore Harbour Sec 5, BLOCK 2, Lot 22	2	22	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020230907	R428673	R428673	Lake Shore Harbour Sec 5, BLOCK 2, Lot 23	2	23	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020240907	R428674	R428674	Lake Shore Harbour Sec 5, BLOCK 2, Lot 24	2	24	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020250907	R428675	R428675	Lake Shore Harbour Sec 5, BLOCK 2, Lot 25	2	25	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020260907	R428676	R428676	Lake Shore Harbour Sec 5, BLOCK 2, Lot 26	2	26	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020270907	R428677	R428677	Lake Shore Harbour Sec 5, BLOCK 2, Lot 27	2	27	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020280907	R428678	R428678	Lake Shore Harbour Sec 5, BLOCK 2, Lot 28	2	28	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020290907	R428679	R428679	Lake Shore Harbour Sec 5, BLOCK 2, Lot 29	2	29	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020300907	R428680	R428680	Lake Shore Harbour Sec 5, BLOCK 2, Lot 30	2	30	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020310907	R428681	R428681	Lake Shore Harbour Sec 5, BLOCK 2, Lot 31	2	31	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020321907	R428682	R428682	Lake Shore Harbour Sec 5, BLOCK 2, Lot 32	2	32	New	\$9,141.08	\$700.00	\$21,000.00
4795050020321907	R428682	R453559	Lake Shore Harbour Sec 5, BLOCK 2, Lot 32	2	32	New	\$9,141.08	\$700.00	\$21,000.00
4795050020330907	R428683	R428683	Lake Shore Harbour Sec 5, BLOCK 2, Lot 33	2	33	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020340907	R428684	R428684	Lake Shore Harbour Sec 5, BLOCK 2, Lot 34	2	34	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020350907	R428685	R428685	Lake Shore Harbour Sec 5, BLOCK 2, Lot 35	2	35	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020360907	R428686	R428686	Lake Shore Harbour Sec 5, BLOCK 2, Lot 36	2	36	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020370907	R428687	R428687	Lake Shore Harbour Sec 5, BLOCK 2, Lot 37	2	37	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020380907	R428688	R428688	Lake Shore Harbour Sec 5, BLOCK 2, Lot 38	2	38	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020390907	R428689	R428689	Lake Shore Harbour Sec 5, BLOCK 2, Lot 39	2	39	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020400907	R428690	R428690	Lake Shore Harbour Sec 5, BLOCK 2, Lot 40	2	40	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020410907	R428691	R428691	Lake Shore Harbour Sec 5, BLOCK 2, Lot 41	2	41	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020420907	R428692	R428692	Lake Shore Harbour Sec 5, BLOCK 2, Lot 42	2	42	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020430907	R428693	R428693	Lake Shore Harbour Sec 5, BLOCK 2, Lot 43	2	43	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020440907	R428694	R428694	Lake Shore Harbour Sec 5, BLOCK 2, Lot 44	2	44	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020450907	R428695	R428695	Lake Shore Harbour Sec 5, BLOCK 2, Lot 45	2	45	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020460907	R428696	R428696	Lake Shore Harbour Sec 5, BLOCK 2, Lot 46	2	46	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020470907	R428697	R428697	Lake Shore Harbour Sec 5, BLOCK 2, Lot 47	2	47	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020480907	R428698	R428698	Lake Shore Harbour Sec 5, BLOCK 2, Lot 48	2	48	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020490907	R428699	R428699	Lake Shore Harbour Sec 5, BLOCK 2, Lot 49	2	49	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020500907	R428700	R428700	Lake Shore Harbour Sec 5, BLOCK 2, Lot 50	2	50	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020510907	R428701	R428701	Lake Shore Harbour Sec 5, BLOCK 2, Lot 51	2	51	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020520907	R428702	R428702	Lake Shore Harbour Sec 5, BLOCK 2, Lot 52	2	52	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020530907	R428703	R428703	Lake Shore Harbour Sec 5, BLOCK 2, Lot 53	2	53	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020540907	R428704	R428704	Lake Shore Harbour Sec 5, BLOCK 2, Lot 54	2	54	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020550907	R428705	R428705	Lake Shore Harbour Sec 5, BLOCK 2, Lot 55	2	55	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020550907	R428705	R460929	Lake Shore Harbour Sec 5, BLOCK 2, Lot 55	2	55	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020560907	R428706	R428706	Lake Shore Harbour Sec 5, BLOCK 2, Lot 56	2	56	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020570907	R428707	R428707	Lake Shore Harbour Sec 5, BLOCK 2, Lot 57	2	57	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020580907	R428708	R428708	Lake Shore Harbour Sec 5, BLOCK 2, Lot 58	2	58	New	\$18,282.15	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Assessment Payment Status</b>	<b>Original Assessment</b>	<b>Annual Installments</b>	<b>Thirty Year Assessment</b>
4795050020590907	R428709	R428709	Lake Shore Harbour Sec 5, BLOCK 2, Lot 59	2	59	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020600907	R428710	R428710	Lake Shore Harbour Sec 5, BLOCK 2, Lot 60	2	60	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020610907	R428711	R428711	Lake Shore Harbour Sec 5, BLOCK 2, Lot 61	2	61	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020620907	R428712	R428712	Lake Shore Harbour Sec 5, BLOCK 2, Lot 62	2	62	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020630907	R428713	R428713	Lake Shore Harbour Sec 5, BLOCK 2, Lot 63	2	63	New	\$18,282.15	\$1,400.00	\$42,000.00
<b>Total</b>							<b>\$1,462,572.00</b>	<b>\$112,000.00</b>	<b>\$3,360,000.00</b>

## ORDINANCE NO. O-07-31

AN ORDINANCE OF THE CITY COUNCIL OF MISSOURI CITY, TEXAS, APPROVING THE SECOND UPDATED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. TWO.

**WHEREAS**, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City has received a petition (the "Petition") requesting the creation of the City of Missouri City Public Improvement District No. Two (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City passed Ordinance 0-04-14 approving the Service and Assessment Plan for the City of Missouri City Public Improvement District No. Two (the "PID") and Ordinance 0-06-23 approving the First Updated and Restated Service and Assessment Plan for the City of Missouri City Public Improvement District No. Two; and

**WHEREAS**, the City Council wishes to adopt a Second Updated and Restated Service and Assessment Plan with respect to the PID; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, THAT:**

**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The Service and Assessment Plan attached to this Ordinance is hereby approved and adopted on behalf of the PID, and the mayor, city secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED and APPROVED on first reading this 21<sup>st</sup> day of May, 2007.

PASSED, APPROVED and ADOPTED on second and final reading this 24<sup>th</sup>  
day of June, 2007.



\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
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City Attorney

**Second Updated and Restated  
Service and Assessment Plan  
Public Improvement District Number Two  
City of Missouri City, Fort Bend County, Texas**

**1. Introduction**

This Service and Assessment Plan (the “Plan”) is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the “Act”), and pursuant to Resolution No. 01-37 creating the Missouri City Public Improvement District Number Two (the “PID” or “PID No. 2” or the “District”), Missouri City (the “City”), Fort Bend County, Texas. The creation of the PID was initiated by a petition (the “Creation Petition”) submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act. The Plan was initially approved in 2004 by Ordinance Number 0-04-14, and subsequently updated in 2006 by Ordinance 0-06-23. This Plan represents the Second Updated and Restated Service and Assessment Plan.

**2. Boundaries**

The boundaries of PID No. 2 are as indicated in the metes and bounds description attached as Exhibit A.

**3. Administration of the District**

Administration of the District is the responsibility of the Board of Directors of the Missouri City Development Authority (the “Board”), as created by the City Council of the City of Missouri, Texas.

**4. Public Improvements**

The Public Improvements to be financed and constructed hereby (the “Public Improvements”) serve to promote the construction of single-family units (“SFU”). The Public Improvements included in the Plan will confer a special benefit to properties within Public Improvement District No. 2 and will consist of the construction of site work, water lines, sanitary sewer lines, storm sewers, paving, landscaping, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developers of various residential subdivisions within the PID.

***A. Lake Shore Harbour - Generally***

Lake Shore Harbour Subdivision represents the first such subdivision development within

the PID, and is being developed by Vicksburg Estates, Ltd. Lake Shore Harbour will ultimately contain 640 single-family units within Public Improvement District No. 2, and will be constructed in multiple sections. This plan will be supplemented as the costs of subsequent sections are determined, and the benefited properties assessed accordingly. The Public Improvements authorized under this Plan for Lake Shore Harbour, and the estimated costs thereof, are described below:

**LAKE SHORE HARBOUR  
PID COSTS**

<b>PUBLIC IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Water Lines	\$682,493.75
Sanitary Sewer Lines	\$2,445,525.00
Storm Sewer	\$2,178,900.00
Paving	\$3,065,113.60
Site Work	\$116,500.00
Engineering	\$1,018,623.88
Public Landscaping	\$600,000.00
Financing Cost	\$11,044,619.77
Administration & Legal Expenses	\$900,000.00
<b>TOTAL</b>	<b>\$22,051,776.00</b>

**LAKE SHORE HARBOUR  
PID COSTS  
(Updated to Include Capital Recovery Fees)**

<b>PUBLIC IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Water Lines	\$682,493.75
Sanitary Sewer Lines	\$2,445,525.00
Storm Sewer	\$2,178,900.00
Paving	\$3,065,113.60
Site Work	\$116,500.00
Engineering	\$1,018,623.88
Public Landscaping	\$600,000.00
<b>Capital Recovery Fees @ \$2,500/lot</b>	<b>\$1,600,000.00</b>
Financing Cost	\$12,908,299.77
Administration & Legal Expenses	\$900,000.00
<b>TOTAL</b>	<b>\$25,515,456.00</b>

**5. Construction of Public Improvements**

Design and construction of all Public Improvements will be performed to City specifications, and all construction shall be bid as required by the Authority. The budgets for

each section of Public Improvements will be submitted for approval to the Board, as contracts for the proposed Public Improvements are awarded. The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the budgets, expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments for improvements based upon actual construction bids for Public Improvements made and the financial needs of the District.

## **6. Conveyance of Improvements to the City**

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City, subject to the Developers' rights of reimbursement described in a Public Improvement District Development and Financing Agreement executed among the Developers, the Board and the City.

## **7. Authorized Improvements**

The area within the PID that is covered by this Service and Assessment Plan is anticipated to be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The developers contemplate multiple phases of construction, portions of which may be constructed concurrently. The construction of the Public Improvements authorized herein began in calendar year 2003. The proposed phasing is estimated and may vary. The cost estimates provided above are expressed in calendar year 2003 dollars and shall be determined in accordance with the then current value of such amount pursuant to the consumer price index for urban areas applicable to Missouri City. The actual costs of the Public Improvements will be determined subject to final costs pursuant to the guidelines of the Authority.

## **9. Advance Financing by Developer**

The Developers will advance the funds for construction of the Public Improvements for the account of the City and will be entitled to repayment pursuant to Public Improvement District Development and Financing Agreements (the "Development Agreements"), executed among the Board, the City and the Developers. Although the Public Improvements are required for the growth and development of the PID, it is not necessary for them to be built simultaneously. In addition, it is intended that portions of the PID not benefiting from a particular phase of the improvements not be assessed for such improvements. It is anticipated that one or more series of PID bonds will be issued to acquire the Public Improvements, provided that assessments may be used to pay costs of Public Improvements directly if no such assessment revenues are anticipated to be required for the payment of PID bonds. Any such bonds issued will be payable solely from

the PID assessments levied and collected, which shall be sufficient to pay principal and interest on the applicable series of bonds. Such bonds will not be a general obligation of the City in any way and bondholders will not have a lien on any revenues of the City other than the PID assessments.

**10. Apportionment of Costs**

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

**11. Levy of Assessments**

The plan of assessment contemplates that the assessment will be levied in phases, as Public Improvements are constructed within each Phase. The assessment year shall be concurrent with the City’s tax year. The assessments against property may be paid in annual installments based on an amortization of not more than thirty (30) years plus the period between the effective date of the assessment ordinance and the date of the first installment. For planning purposes the assumed interest rate is 6.00%. The final interest rate on financed assessments will be calculated in accordance with the provisions of the Development Agreement, subject to the maximum rate established by Chapter 372 of the Local Government Code.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The assessment will be allocated on a per lot basis or per square foot basis, as determined by City Council to best reflect the apportionment of benefit. The cost of the Public Improvements will consist of the costs to construct storm sewers, water lines, sanitary sewers, paving, and public landscaping for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developers pursuant to the Public Improvement District Development and Financing Agreements.

***A. Lake Shore Harbour***

The Plan estimates the following approximate assessments in each Phase based on a total lot count of 640 for Lake Shore Harbour, with the actual assessment to be determined at the time of the assessment levy by reference to the area of the benefited property and the cost of the Public Improvements.

Section One	Total Assessment of \$15,809.32 per lot (Assessment Principal)	Annual Payment of \$1,148.53 (Financed Assessment)
Section Two	Total Assessment of \$15,809.32 per lot (Assessment Principal)	Annual Payment of \$1,148.53 (Financed Assessment)
<b>Section Three</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>
<b>Section Four</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>

<b>Section Five</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>
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Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at six percent (6.00%) per annum if no bonds have been issued for the applicable Public Improvements, or one half of one percent (½%) higher than the actual interest rate on any PID bonds or notes used to finance the Public Improvements. However, in no event will the interest rate exceed eight percent (8%) percent.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the earlier of: (i) the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or such other indication of substantial completion as may be established by the District, or (ii) the third anniversary of the date such assessment was levied. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner of each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes in the year following the assessment installment. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be effective only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT "A"

PUBLIC IMPROVEMENT DISTRICT NUMBER TWO  
MISSOURI CITY, FORT BEND COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

**Beginning at a point** which is a northeast corner of the City of Missouri City corporate limits, said point also being in the southern boundary of the Trammel-Fresno Road right-of-way, said point also being the northeast corner of a 31.818 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R142852 and FBCAD parcel account number 0086-00-000-6005-907;

THENCE, in a southerly direction for a distance of approximately 4,440 feet along the eastern boundary of the City of Missouri City corporate limits, said limits running for approximately the first 1,900 feet along the eastern boundary of said parcel account number 0086-00-000-6005-907 to that parcel's southeast corner, then continuing approximately 2,540 feet along the eastern boundary of said parcel 0086-86-015-0400-907 to a point for corner, said point being the southeast corner of parcel account number 0086-86-015-0400-907, and also being a point in the northeast boundary of the State Highway 6 right-of-way, more particularly in the northeast boundary of a 30.974 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R143912 and FBCAD parcel account number 0086-00-000-0004-907, said parcel number 0086-00-000-0004-907 being right-of-way of State Highway 6;

THENCE, in a southeasterly direction for a distance of approximately 2,850 feet along the northeast boundary of the State Highway 6 right-of-way, more particularly in the northeast boundary of said parcel number 0086-00-000-0004-907, said boundary also being the eastern corporate limits of the City of Missouri City to a point, said point being the southeast corner of a 0.008 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R166631 and FBCAD parcel account number 0086-00-000-9005-907, said point being in the western right-of-way of Westenfield Road and in the northern right-of-way of State Highway 6, said point also being in the northern boundary of said parcel number 0086-00-000-0004-907;

THENCE, continuing in a southeasterly direction for a distance of approximately 20 feet along the northeast boundary of the State Highway 6 right-of-way, said boundary also being the eastern corporate limits of the City of Missouri City to a point for corner, said point being the northeast corner of said parcel number 0086-00-000-0004-907, said point being near the center of the right-of-way of Westenfield Road;

THENCE, in a southerly direction for a distance of approximately 70 feet across the State Highway 6 right-of-way and along the eastern boundary of said parcel number 0086-00-000-0004-907, also being the eastern boundary of the City of Missouri City corporate limits, to a point, said point being the southeast corner of said parcel number 0086-00-000-0004-907, and also being the northeast corner of a 1.244 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R166653 and FBCAD parcel account number 0086-86-022-0305-907, said parcel number 0086-86-022-0305-907 being right-of-way of State Highway 6;

THENCE, continuing in a southerly direction for a distance of approximately 120 feet across the State Highway 6 right-of-way and along the eastern boundary of said parcel number 0086-86-022-0305-907,

also being the eastern boundary of the City of Missouri City corporate limits, to a point, said point being the southeast corner of said parcel number 0086-86-022-0305-907, and also being the northeast corner of a 4.549 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R251575 and FBCAD parcel account number 0086-86-022-0309-907, said point also being in the southern right-of-way boundary of State Highway 6;

THENCE, continuing in a southerly, then southwesterly direction for a distance of approximately 490 feet along the eastern boundary of said parcel number 0086-86-022-0309-907, also being the eastern boundary of the City of Missouri City corporate limits, to a point for corner, said point being the southernmost southeast corner of said parcel number 0086-86-022-0309-907, said point also being in the northern boundary of Newpoint Estates subdivision Section 1;

THENCE, in a westerly direction for a distance of approximately 1,680 feet along southern boundary of the City of Missouri City corporate limits, and along the northern boundary of Newpoint Estates subdivision Section 1, to a point, said point being the northernmost northwest corner of Newpoint Estates subdivision Section 1, said point also being in the western boundary of Longpoint Creek, and also being the southernmost southwest corner of a 5.582 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149674 and FBCAD parcel account number 0086-86-021-0502-907, said point also being the northernmost northeast corner of Newpoint Estates subdivision Section 3, said point also being an interior southeastern corner of the boundary of the City of Missouri City corporate limits;

THENCE, in a westerly direction for a distance of approximately 4,530 feet, leaving the boundary of the City of Missouri City corporate limits, and following the northern boundary of Newpoint Estates subdivision Section 3 to a point for corner, said point being the northwest corner of said Newpoint Estates subdivision Section 3, said point being more specifically the northwest corner of Reserve "B" of Newpoint Estates subdivision Section 3, and also being the northeast corner of a 16.097 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R124172 and FBCAD parcel account number 0086-00-000-0510-907;

THENCE, in a southeasterly direction for a distance of approximately 750 feet along the eastern boundary of said parcel account number 0086-00-000-0510-907 to a point for corner, said point being the southeast corner of said parcel account number 0086-00-000-0510-907 and also lying in the southern boundary line of the City of Missouri City city limits;

THENCE, in a westerly direction for a distance of approximately 200 feet along southern boundary of the City of Missouri City corporate limits, and along the southern boundary of said parcel account number 0086-00-000-0510-907, to a point for corner, said point being the northeast corner of a 2.188 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R127397 and FBCAD parcel account number 0007-00-000-0611-907;

THENCE, in a southwesterly direction for a distance of approximately 620 feet along southeastern boundary of the City of Missouri City corporate limits, and along the southeastern boundary of said parcel account number 0007-00-000-0611-907 to a point for corner, said point being the southern corner of said parcel account number 0007-00-000-0611-907;

THENCE, leaving the City of Missouri City corporate limits in a northwesterly direction for a distance of approximately 480 feet along the southwestern boundary of said parcel account number 0007-00-000-0611-907 to a point, said point being the northwestern corner of said parcel account number 0007-00-000-0611-907, said point also being the southernmost southwest corner of a 16.097 acre parcel, said

parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R124172 and FBCAD parcel account number 0086-00-000-0510-907;

THENCE, in a northwesterly then west northwesterly direction for a distance of approximately 400 feet along southwestern boundary of said parcel account number 0086-00-000-0510-907 to a point, said point being the westernmost southwest corner of said parcel account number 0086-00-000-0510-907, said point also being the southeast corner of a 12.805 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R130956 and FBCAD parcel account number 0086-00-000-0515-907;

THENCE, continuing in a west northwesterly, then westerly direction for a distance of approximately 4,230 feet along southwestern boundary of said parcel account number 0086-00-000-0515-907 to a point for corner, said point being the southwest corner of said parcel account number 0086-00-000-0515-907;

THENCE, in a northeasterly direction for a distance of approximately 102 feet along the western boundary of said parcel number 0086-00-000-0515-907 to a point for corner, said point being the northwest corner of said parcel number 0086-00-000-0515-907;

THENCE, in an easterly direction for a distance of approximately 2,040 feet along the northern boundary of said parcel number 0086-00-000-0515-907 to a point for corner, said point being the southwest corner of a 18.231 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149599 and FBCAD parcel account number 0086-86-005-0513-907;

THENCE, in a northeasterly direction approximately 1,804 feet along the northwestern boundary of said parcel number 0086-86-005-0513-907 to a point for corner, said point being the northern corner of said parcel number 0086-86-005-0513-907, said point also being in the western right-of-way boundary of a not yet constructed portion of public right-of-way for Knight Road;

THENCE, in a northerly direction approximately 257 feet along the western boundary of said Knight Road right-of-way to a point for corner, said point being the southeast corner of a 17.897 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149605 and FBCAD parcel account number 0086-86-005-0511-907;

THENCE, in a southwesterly direction approximately 950 feet along the southern property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the more eastern of the two southwest corners of said parcel number 0086-86-005-0511-907;

THENCE, in a westerly direction approximately 41 feet along the southern property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the more western of the two southwest corners of said parcel number 0086-86-005-0511-907;

THENCE, in a northerly direction approximately 1,283 feet along the western property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the northwest corner of said parcel number 0086-86-005-0511-907, said point also being the southwest corner of a 9.643 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149609 and FBCAD parcel account number 0086-86-004-0300-907;

THENCE, continuing in a northerly direction for a distance of approximately 539 feet along the western property line of said parcel number 0086-86-004-0300-907 to a point, said point being the northwest corner of said parcel number 0086-86-004-0300-907, said point also being the southwest corner of a

4.504 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149685 and FBCAD parcel account number 0086-86-004-0400-907;

THENCE, continuing in a northerly direction for a distance of approximately 472 feet along the western property line of said parcel number 0086-86-004-0400-907 to a point for corner, said point being the northwest corner of said parcel number 0086-86-004-0400-907, said point also being in the southern right-of-way boundary of Watts Plantation Road;

THENCE, in an easterly direction for a distance of approximately 454 feet along the northern property line of said parcel number 0086-86-004-0400-907, and along the southern right-of-way boundary of Watts Plantation Road to a point, said point being the northeast corner of said parcel number 0086-86-004-0400-907, said point also being the northwest corner of a 2.014 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149682 and FBCAD parcel account number 0086-86-004-0401-907;

THENCE, continuing in an easterly direction for a distance of approximately 325 feet along the northern property line of said parcel number 0086-86-004-0401-907, and along the southern right-of-way boundary of Watts Plantation Road to a point for corner, said point being the northeast corner of said parcel number 0086-86-004-0401-907

THENCE, in a northerly direction for a distance of approximately 60 feet to a point for corner, said point being in the northern right-of-way line of Watts Plantation Road, said point also being in the southeast corner of a 1.138 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39365 and FBCAD parcel account number 0086-00-000-2900-907;

THENCE, in a northerly direction for a distance of approximately 1,045 feet along the western right-of-way boundary of Knight Road to a point for corner, said point being the southeast corner of a 21.251 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39392 and FBCAD parcel account number 0086-00-000-4300-907, said point also being in the western right-of-way boundary of Knight Road;

THENCE, in a westerly direction for a distance of approximately 1,070 feet along the southern boundary of said parcel account number 0086-00-000-4300-907 to a point, said point being the southwest corner of said parcel and also the southeast corner of a 13.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39394 and FBCAD parcel account number 0086-00-000-4400-907;

THENCE, in a westerly direction for a distance of approximately 313 feet along the southern boundary of said parcel account number 0086-00-000-4400-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4400-907 and also the southeast corner of a 35.294 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R160599 and FBCAD parcel account number 0086-00-000-4606-907;

THENCE, in a westerly direction for a distance of approximately 1,286 feet along the southern boundary of said parcel account number 0086-00-000-4606-907 to a point for corner, said point being the southwest corner of said parcel;

THENCE, in a northerly direction for a distance of approximately 1,916 feet along the western boundary of said parcel account number 0086-00-000-4606-907 to a point for corner, said point being

approximately 70 feet south of the northwest corner of said parcel and also 70 feet south of the southern right-of-way boundary of State Highway 6, said point also being the southeast corner of a 0.892 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39402 and FBCAD parcel account number 0086-00-000-4708-907;

THENCE, in a westerly direction for a distance of approximately 345.00 feet along the southern boundary of said parcel account number 0086-00-000-4708-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4708-907 and also lying in the eastern right-of-way boundary of Oakwick Forest Drive;

THENCE, in a westerly direction for a distance of approximately 30 feet to a point for corner, said point lying in the center of the right-of-way of Oakwick Forest Drive;

THENCE, in a northerly direction for a distance of approximately 50 feet along the center of the right-of-way of Oakwick Forest Drive to a point for corner, said point lying approximately 30 feet in an easterly direction from the southeast corner of a 1.135 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39403 and FBCAD parcel account number 0086-00-000-4710-907;

THENCE, in a westerly direction for a distance of approximately 30 feet to a point, said point being the southeast corner of said parcel account number 0086-00-000-4710-907;

THENCE, in a westerly direction for a distance of approximately 317 feet along the southern boundary of said parcel account number 0086-00-000-4710-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4710-907 and also being the southeast corner of a 3.9567 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39401 and FBCAD parcel account number 0086-00-000-4705-907;

THENCE, in a westerly direction for a distance of approximately 609 feet along the southern boundary of said parcel account number 0086-00-000-4705-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4705-907 and also the southeast corner of a 3.5 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39400 and FBCAD parcel account number 0086-00-000-4702-907;

THENCE, in a westerly direction for a distance of approximately 412 feet along the southern boundary of said parcel account number 0086-00-000-4702-907 to a point for corner, said point being the southwest corner of said parcel;

THENCE, in a northerly direction for a distance of approximately 340 feet along the western boundary of said parcel account number 0086-00-000-4702-907 to a point for corner, said point being the northwest corner of said parcel account number 0086-00-000-4702-907 and also lying in the southern right-of-way boundary of Trammel-Fresno Road and also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39468 and FBCAD parcel account number 0086-00-000-4775-907;

THENCE, in a westerly direction for a distance of approximately 131 feet along the northern boundary of said parcel account number 0086-00-000-4775-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39469 and FBCAD parcel account number 0086-00-000-4776-907;

THENCE, continuing in a westerly direction for a distance of approximately 135 feet along the northern boundary of said parcel account number 0086-00-000-4776-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39470 and FBCAD parcel account number 0086-00-000-4777-907;

THENCE, continuing in a westerly direction for a distance of approximately 140 feet along the northern boundary of said parcel account number 0086-00-000-4777-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39471 and FBCAD parcel account number 0086-00-000-4778-907;

THENCE, continuing in a westerly direction for a distance of approximately 142 feet along the northern boundary of said parcel account number 0086-00-000-4778-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39472 and FBCAD parcel account number 0086-00-000-4779-907;

THENCE, continuing in a westerly direction for a distance of approximately 40 feet along the northern boundary of said parcel account number 0086-00-000-4779-907 to a point for corner, said point being in the northern boundary of said parcel, said point also being in the southern right-of-way boundary of Trammel-Fresno Road and also being directly south of the southwest corner of a 2.474 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38018 and FBCAD parcel account number 0077-00-000-0400-907;

THENCE, directly north for a distance of approximately 70 feet crossing the Trammel-Fresno Road right-of-way to a point, said point being in the northern boundary line of the Trammel-Fresno Road right-of-way and also being the southwest corner of said parcel account number 0077-00-000-0400-907;

THENCE, in a northerly direction for a distance of approximately 308 feet along the western boundary of said parcel account number 0077-00-000-0400-907 to a point for corner, said point being the northwest corner of said parcel account number 0077-00-000-0400-907, said point also being in the southern right-of-way boundary of State Highway 6, and also being in the south boundary line of a 25.76 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R143911 and FBCAD parcel account number 0077-00-000-0001-907, said parcel account number 0077-00-000-0001-907 being right-of-way of State Highway 6;

THENCE, in a northwesterly direction for a distance of approximately 135 feet crossing a portion of the State Highway 6 right-of-way to a point for corner, said point being within the State Highway 6 right-of-way, said point also being the southwest corner of a 1.815 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R165491 and FBCAD parcel account number 0077-00-000-0393-907, said parcel account number 0077-00-000-0393-907 being right-of-way of State Highway 6;

THENCE, in a northeasterly direction for a distance of approximately 170 feet crossing the State Highway 6 right-of-way to a point, said point being in the northern boundary line of the State Highway 6 right-of-way and also being the northwest corner of said parcel account number 0077-00-000-0393-907 and also being the westernmost corner of a former 27.338 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135429 and FBCAD parcel

account number 0077-00-000-0331-907 for Tax Year 2000, said parcel having been split into a portion of the subdivision named Venetian Village Section 1, said subdivision having FBCAD subdivision number 8495-01, said point also being the southernmost southwest corner of a 14.439 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38002 and FBCAD parcel account number 0077-00-000-0305-907, said parcel number 0077-00-000-0305-907 being a drainage easement owned by Fort Bend MUDs No. 47 and 48;

THENCE, in a west northwesterly direction for a distance of approximately 300 feet to a point for corner, said point being the westernmost northwest corner of said parcel number 0077-00-000-0305-907;

THENCE, in a northeasterly direction for a distance of approximately 1,342 feet to a point for corner, said point being the point of intersection of the boundary lines of three certain parcels, the first being said parcel number 0077-00-000-0305-907, the second being a 6.1794 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R160571 and FBCAD parcel account number 0077-00-000-0369-907 and the third parcel being a 211.7247 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37998 and FBCAD parcel account number 0077-00-000-0300-907, said point of intersection also lying in the boundary line of the City of Missouri City city limits;

THENCE, in a northeasterly direction for a distance of approximately 260.24 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northwesterly direction for a distance of approximately 497.00 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northeasterly direction for a distance of approximately 635.62 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northwesterly direction for a distance of approximately 494.84 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more north-northwesterly direction for a distance of approximately 783.89 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a west-northwesterly direction for a distance of approximately 583.65 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northwesterly direction for a distance of approximately 578.18 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northwesterly direction for a distance of approximately 416.76 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more north-northwesterly direction for a distance of approximately 716.18 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the westernmost point of said parcel;

THENCE, in a north and slightly northeasterly direction for a distance of approximately 117.45 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northeasterly direction for a distance of approximately 227.43 feet along the northwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more northern northeasterly direction for a distance of approximately 1,212.08 feet along the northwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the northernmost northwest corner of said parcel;

THENCE, in an easterly direction for a distance of approximately 990.81 feet along the northern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the northernmost-northeast corner of a 211.7247 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37998 and FBCAD parcel account number 0077-00-000-0300-907;

THENCE, in a southerly, then southeasterly direction for a distance of approximately 1,480 feet along the northeast boundary of said parcel number 0077-00-000-0300-907, said line also being the southwest boundary of a 10.36 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R122281 and FBCAD parcel account number 0077-00-000-0318-907, to a point for corner, said point being the southernmost corner of said parcel number 0077-00-000-0318-907;

THENCE, in a northeasterly direction for a distance of approximately 342.43 feet along the southeast boundary of said parcel number 0077-00-000-0318-907, also being a portion of the northeast boundary of said parcel number 0077-00-000-0300-907, to a point for corner, said point being the southeast corner of said parcel number 0077-00-000-0318-907;

THENCE, in a southeasterly direction for a distance of approximately 70 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southwesterly direction for a distance of approximately 270 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southeasterly direction for a distance of approximately 340.0 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southerly direction for a distance of approximately 103.36 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southwesterly direction for a distance of approximately 172.26 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southeasterly direction for a distance of approximately 955.97 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point, said point also being the westernmost northwest corner of Vicksburg Village of Cumberland subdivision, and also being the northeast corner of a 6.184 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R126051 and FBCAD parcel account number 0077-00-000-0324-907;

THENCE, in a south-southeasterly, then southerly direction for a distance of approximately 1,610 feet along the eastern boundary of said parcel number 0077-00-000-0324-907, also being the western boundary of Vicksburg Village of Cumberland subdivision, to a point, said point being the southeast corner of said parcel number 0077-00-000-0324-907, said corner also being the northeast corner of a

1.596 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141436 and FBCAD parcel account number 0077-00-000-0342-907;

THENCE, in a southerly direction for a distance of approximately 670 feet along the eastern boundary of said parcel number 0077-00-000-0342-907, also being the western boundary of Vicksburg Village of Cumberland subdivision, to a point for corner, said point being the southeast corner of said parcel number 0077-00-000-0342-907, said point also being the northeast corner of the aforementioned parcel number 0077-00-000-0305-907, said parcel number 0077-00-000-0305-907 being a drainage easement owned by Fort Bend MUD No. 47;

THENCE, in a southerly direction for a distance of approximately 175 feet along the eastern boundary line of said parcel number 0077-00-000-0305-907 to a point, said point being the southeast corner of said parcel number 0077-00-000-0305-907 and also being the northwest corner of a 1.074 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R165899 and FBCAD parcel account number 0077-00-000-9003-907, said parcel number 0077-00-000-9003-907 being a drainage easement owned by Fort Bend MUD No. 48;

THENCE, in a southerly direction for a distance of approximately 110 feet along the western boundary line of said parcel number 0077-00-000-9003-907 to a point for corner, said point being the southwest corner of said parcel number 0077-00-000-9003-907 and also being in the northern boundary line of the aforementioned 27.338 acre parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135429 and FBCAD parcel account number 0077-00-000-0331-907;

THENCE, in an easterly direction approximately 370 feet along the northern boundary of said parcel number 0077-00-000-0331-907 to a point, said point being the northeast corner of said parcel number 0077-00-000-0331-907, said point also being the northwest corner of a former 4.715 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135432 and FBCAD parcel account number 0077-00-000-0332-907 for Tax Year 2000, said parcel having been split into a portion of the subdivision named Venetian Village Section 1, said subdivision having FBCAD subdivision number 8495-01;

THENCE, in an easterly direction approximately 400 feet along the northern boundary of said former parcel number 0077-00-000-0332-907 to a point for corner, said point being the northeast corner of said former parcel number 0077-00-000-0332-907, said point also being in the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue);

THENCE, in a south, southwesterly direction for a distance of approximately 570 feet along the eastern boundary of said former parcel number 0077-00-000-0332-907, and along the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue), to a point for corner, said point being the southeast corner of said former parcel number 0077-00-000-0332-907, said point also being the northwest intersection of the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue) with the northern right-of-way boundary of Lake Shore Harbour Boulevard (formerly Vicksburg Drive);

THENCE, in an easterly direction for a distance of approximately 100 feet, crossing the Vicksburg Boulevard (formerly Hillcroft Avenue) right-of-way, to a point, said point being the southwest corner of a 10.06 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135431 and FBCAD parcel account number 0077-00-000-0336-907;

THENCE, in a southeasterly direction for a distance of approximately 600 feet along the south boundary line of said parcel account number 0077-00-000-0336-907, also being the northern right-of-way boundary of the future extension of Lake Shore Harbour Boulevard (formerly Vicksburg Drive) to a point for corner, said point being the southeast corner of said parcel account number 0077-00-000-0336-907, said point also being the southwest corner of a 63.369 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141435 and FBCAD parcel account number 0077-00-000-0341-907;

THENCE, in a northeasterly then northerly direction for a distance of approximately 938.05 feet along the western boundary of said parcel account number 0077-00-000-0341-907 to a point for corner, said point being the northwest corner of said parcel, said point also being in the southern boundary of a 9.282 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38003 and FBCAD parcel account number 0077-00-000-0306-907 which contains a portion of the 190 foot wide drainage easement owned by Fort Bend MUD No. 48 which borders the south side of Vicksburg Village of Shiloh subdivision;

THENCE, in an easterly direction for a distance of approximately 2,140 feet along the northern boundary of said parcel account number 0077-00-000-0341-907 to a point, said point being the northernmost northeast corner of said parcel and also the northwest corner of a 1.836 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38004 and FBCAD parcel account number 0077-00-000-0307-907;

THENCE, in an easterly direction for a distance of approximately 200.0 feet along the northern boundary of said parcel account number 0077-00-000-0307-907 to a point for corner, said point being the northeast corner of said parcel and also the southeast corner of a 19.7056 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141437 and FBCAD parcel account number 0077-00-000-0391-907 and containing a portion of the 190 and 150 foot wide drainage easement owned by Fort Bend MUD No. 48 which borders the south and east sides of Vicksburg Village of Shiloh subdivision, said point also being in the western boundary line of a 90.7294 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38016 and FBCAD parcel account number 0077-00-000-0390-907;

THENCE, in a southerly direction for a distance of approximately 1,200 feet along the western boundary of said parcel number 0077-00-000-0390-907 to a point for corner, said point being the southwest corner of said parcel number 0077-00-000-0390-907, and also being in the north right-of-way boundary of Trammel Fresno Road;

THENCE, in an easterly direction for a distance of approximately 1,715 feet along the north right-of-way boundary of Trammel Fresno Road, said north right-of-way line also being the southern boundary line of said parcel number 0077-00-000-0390-907 to a point, said point being the southeast corner of said parcel number 0077-00-000-0390-907, and also being in the north right-of-way boundary of Trammel Fresno Road, said point also being the southwest corner of a 80.43 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38017 and FBCAD parcel account number 0077-00-000-0395-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0395-907 for a distance of approximately 129.70 feet to a point, said point being the southwest corner of a 6.269 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37997 and FBCAD parcel account number 0077-00-000-0200-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0200-907 for a distance of approximately 80 feet to a point, said point being the southeast corner said parcel account number 0077-00-000-0200-907, said point also being in the southern boundary of the aforementioned parcel account number 0077-00-000-0395-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0395-907 for a distance of approximately 175 feet to a point for corner, said point being directly north of the intersection of the south right-of-way boundary of Trammel-Fresno Road with the west right-of-way line of Hurricane Lane (formerly Summer Breeze Drive);

THENCE, directly south for a distance of approximately 70 feet across Trammel-Fresno Road to a point in said western right-of-way boundary of Hurricane Lane (formerly Summer Breeze Drive), said point also being in the southern right-of-way boundary of Trammel-Fresno Road;

THENCE, in a southwesterly direction for a distance of approximately 1950 feet along the west right-of-way line of Hurricane Lane, said west right-of-way line also being the southeast boundary of a 69.646 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39306 and FBCAD parcel account number 0086-00-000-2130-907, to a point for corner, said point being directly opposite Hurricane Lane from the northwest corner of a 1.755 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R212016 and FBCAD parcel account number 0086-00-000-1002-907;

THENCE, perpendicularly across Hurricane Lane to the northwest corner of said parcel account number 0086-00-000-1002-907;

THENCE, in a southeasterly direction for a distance of approximately 155.61 feet along the north boundary of said parcel account number 0086-00-000-1002-907 to the northeast corner of said parcel, said point also being the northwest corner of a 7.50 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149700 and FBCAD parcel account number 0086-86-010-0100-907;

THENCE, continuing in a southeasterly direction for a distance of approximately 610 feet along the north boundary of said parcel account number 0086-86-010-0100-907 to a point for corner, said point being the northeast corner of said parcel;

THENCE, in a southerly direction for a distance of approximately 320 feet along the eastern boundary of said parcel account number 0086-86-010-0100-907 to the southeast corner of said parcel, said point also being the northwest corner of a 78.534 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149655 and FBCAD parcel account number 0086-86-015-0400-907;

THENCE, in an easterly direction for a distance of approximately 1,690 feet along the north boundary of said parcel account number 0086-86-015-0400-907, passing at 1618.0 feet the southeast corner of the FBISD Hightower High School drainage and detention pond, to a point for corner, said point being where the boundary line of said parcel 0086-86-015-0400-907 turns northerly;

THENCE, in a northerly direction for a distance of approximately 560 feet along the western boundary of said parcel 0086-86-015-0400-907 to a point, said point being both the northernmost northwest corner of said parcel, and the southwest corner of a 31.818 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R142852 and FBCAD parcel account number 0086-00-000-6005-907;

THENCE, continuing in a northerly direction for a distance of approximately 1,895.96 feet along the western boundary of said parcel account number 0086-00-000-6005-907 to a point for corner, said point being the northwest corner of said parcel and also being on the southern boundary of the Trammel-Fresno Road right-of-way;

THENCE, in an easterly direction for a distance of approximately 700 feet along the northern boundary of said parcel account number 0086-00-000-6005-907 and the southern boundary of the Trammel-Fresno Road right-of-way to the **POINT OF BEGINNING**.

124



**ORDINANCE NO. O-13-30**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, LEVYING AN ASSESSMENT AGAINST SECTION 5 PROPERTIES IN THE LAKESHORE HARBOUR SUBDIVISION LOCATED IN THE CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. TWO (LAKESHORE HARBOUR); AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

WHEREAS, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Missouri City Public Improvement District No. Two (the "PID") and adopted a Service and Assessment Plan (the "Plan") for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City Secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment in, for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:**

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this 19<sup>th</sup> day of August, 2013.

PASSED, APPROVED and ADOPTED on second and final reading this 3<sup>rd</sup> day of September, 2013.

  
Allen Owen, Mayor

ATTEST:

  
Maria Gonzalez, City Secretary

APPROVED AS TO FORM:

  
Caroline Kelley, City Attorney

**LAKE SHORE HARBOUR SECTION 5 ASSESSMENT ROLL**

Property Owner	Subd. Code	Sec	Blk	Lot	Sch Dist	Street Address	Total Assessment		Financed Assessment		Thirty Year Financed Assessment Total
							Amount		Annual Payment		
Vicksburg Estates, Ltd.	4795	05	01	0010	907	2618 Bal Harbour Dr.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0020	907	2614 Bal Harbour Dr.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0030	907	2610 Bal Harbour Dr.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0040	907	2606 Bal Harbour Dr.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0050	907	3915 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0060	907	3919 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0070	907	3923 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0080	907	3927 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0090	907	3931 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0100	907	3935 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0110	907	4003 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0120	907	4007 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0130	907	4011 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0140	907	4015 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0150	907	4019 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0160	907	4023 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0170	907	4022 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0180	907	4018 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0190	907	4014 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0200	907	4010 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0210	907	4006 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0220	907	4002 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0230	907	3938 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0240	907	3934 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0250	907	3930 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0260	907	3926 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0270	907	3922 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0280	907	3918 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0290	907	3914 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0300	907	3910 Medici Ct.	\$18,282.15		\$1,400.00		\$42,000.00
Vicksburg Estates, Ltd.	4795	05	01	0310	907	2538 Bal Harbour Dr.	\$18,282.15		\$1,400.00		\$42,000.00



Vicksburg Estates, Ltd.	4795	05	02	0060	907	2511 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0070	907	2515 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0080	907	519 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0090	907	2523 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0100	907	2527 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0110	907	2531 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0120	907	2535 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0130	907	2539 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0140	907	2543 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0150	907	2547 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0160	907	2603 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0170	907	2607 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0180	907	2611 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0190	907	2615 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0200	907	2619 Bal Harbour Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0210	907	2811 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0220	907	2815 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0230	907	2819 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0240	907	2823 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0250	907	2827 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0260	907	2831 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0270	907	2835 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00
Vicksburg Estates, Ltd.	4795	05	02	0280	907	2839 Lake Villa Dr.	\$18,282.15	\$1,400.00	\$42,000.00



**City Secretary**

1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

**CERTIFICATE TO COPY OF PUBLIC RECORD**

I hereby certify in the performance of the functions of my office that the foregoing instrument is a true and correct copy of Ordinance No. O-13-30, adopted by the City Council of the City of Missouri City, Texas, on September 3, 2013, as the same appears of record in my office and that said document is an official record from the office of the City Secretary, City of Missouri City, Fort Bend County, State of Texas, and is kept in said office.

I further certify that I, Maria Gonzalez, am the City Secretary of the City of Missouri City, that I have legal custody of said record, and that I am a lawful possessor and keeper of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 10th day of September, 2013.

  
\_\_\_\_\_  
Maria Gonzalez, TRMC  
City Secretary  
City of Missouri City, Texas



RETURNED AT COUNTER TO:

Marie Gonzalez  
1522 Texas Parkway  
Missouri City, Texas 77499

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dianne Wilson*

Dianne Wilson, County Clerk  
Fort Bend County, Texas

September 10, 2013 01:06:57 PM

FEE: \$31.00 CDC  
ORD

2013116760





## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(c) Consider and take action on an ordinance approving the annual service and assessment plan update for Improvement District No. 2.  
**Submitted by:** Allena J. Portis, Director of Financial Services

### SYNOPSIS

The Local Government Code requires that a service plan that covers a period of at least five years be prepared and reviewed & updated annually. Within the service plan, there must be an assessment plan. This item presents an update to the PID No. 2 Service & Assessment Plan that was last updated with Ordinance 07-31.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Have quality development through buildout

### BACKGROUND

Under Chapter 372 of the Texas Local Government Code (The Code), a Public Improvement District (PID) may be established within the city limits or the extraterritorial jurisdiction of a municipality for the reimbursement of expenses associated with improvement projects in the District. PID No. 2 was created in 2001 to finance improvements in the Lake Shore Harbour subdivision. The original service and assessment plan was adopted by City Council on June 4, 2007.

To date, assessments have been levied on 594 of 621 lots, consisting of 7 sections with each section's assessment rolls approved separately from 2004-2018. An additional 27 lots in Section 5 will be assessed, under separate cover on tonight's agenda, with a second reading and final adoption scheduled for December 2, 2019. PID No. 2's assessment is a 30-year assessment with payments due annually. The cost of the improvements are allocated equally among the lots in each section. The payment of assessments begin upon issuance of a certificate of occupancy for the assessed lot.

### BUDGET ANALYSIS

To date, Vicksburg Estate, the developer for Lake Shore Harbour, has been paid a total of \$9,688,674.78. Debt was issued in 2010 and 2018 for PID No. 2 to pay the developer for infrastructure as identified and approved in the developer's agreement. Debt service payments are scheduled through FY2038 and are payable from the assessments collected. There is a remaining balance of \$246,278 due to Vicksburg Estate for costs associated with Sections 4 and 5, which is scheduled to be reimbursed this fiscal year when funds become available.

### SUPPORTING MATERIALS

1. Ordinance

2. Updated PID 2 Service & Assessment Plan
3. PID No. 2 Service & Assessment Plan O-07-31

**STAFF'S RECOMMENDATION**

Staff recommends approval of the updated service and assessment plan.

**Director Approval: Allena J. Portis, Director of Financial Services**

**Assistant City Manager/  
City Manager Approval: Bill Atkinson, Assistant City Manager**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE THIRD UPDATED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. TWO.**

\* \* \* \* \*

**WHEREAS**, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, CH. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City received a petition (the "Petition") requesting the creation of the City of Missouri City Public Improvement District No. Two (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City passed Ordinance O-04-14, approving the Service and Assessment Plan for the PID; and

**WHEREAS**, the City passed Ordinance O-07-31, approving the Second Service and Assessment Plan for the PID; and

**WHEREAS**, the City Council wishes to adopt the Third Updated and Restated Service and Assessment Plan with respect to the PID; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, that:

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Third Updated and Restated Service and Assessment Plan is hereby attached to this Ordinance as Exhibit "A" and is hereby approved and adopted on behalf of the PID, and the mayor, city secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this 17<sup>th</sup> day of February, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**CITY OF MISSOURI CITY  
PUBLIC IMPROVEMENT DISTRICT NO. 2  
(LAKESHORE HARBOUR)**

**CITY OF MISSOURI CITY, TEXAS**

**UPDATED SERVICE AND ASSESSMENT PLAN –  
ALL SECTIONS**

November 18, 2019

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

# CITY OF MISSOURI CITY

## PUBLIC IMPROVEMENT DISTRICT NO. 2

### (LAKE HARBOUR)

#### UPDATED SERVICE AND ASSESSMENT PLAN- ALL SECTIONS

##### TABLE OF CONTENTS

<b>I.</b>	<b>PLAN DESCRIPTION AND DEFINED TERMS .....</b>	<b>1</b>
<b>A.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>B.</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>II.</b>	<b>PROPERTY INCLUDED IN THE PID .....</b>	<b>7</b>
<b>A.</b>	<b>PROPERTY INCLUDED IN THE PID .....</b>	<b>7</b>
	<b>TABLE II-A .....</b>	<b>7</b>
	<b>UPDATED PROPOSED DEVELOPMENT .....</b>	<b>7</b>
<b>III.</b>	<b>DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....</b>	<b>8</b>
<b>A.</b>	<b>AUTHORIZED IMPROVEMENT OVERVIEW .....</b>	<b>8</b>
<b>B.</b>	<b>DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....</b>	<b>9</b>
<b>IV.</b>	<b>SERVICE PLAN.....</b>	<b>11</b>
<b>A.</b>	<b>SOURCES AND USES OF FUNDS.....</b>	<b>11</b>
<b>V.</b>	<b>ASSESSMENT PLAN.....</b>	<b>14</b>
<b>A.</b>	<b>INTRODUCTION .....</b>	<b>14</b>
<b>B.</b>	<b>SPECIAL BENEFIT.....</b>	<b>15</b>
<b>C.</b>	<b>ASSESSMENT METHODOLOGY .....</b>	<b>16</b>
<b>D.</b>	<b>ASSESSMENTS.....</b>	<b>18</b>
<b>E.</b>	<b>ANNUAL COLLECTION COSTS .....</b>	<b>18</b>
<b>VI.</b>	<b>TERMS OF THE ASSESSMENTS.....</b>	<b>19</b>
<b>A.</b>	<b>AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS .....</b>	<b>19</b>
<b>B.</b>	<b>REALLOCATION OF ASSESSMENTS .....</b>	<b>19</b>
<b>C.</b>	<b>MANDATORY PREPAYMENT OF ASSESSMENTS .....</b>	<b>20</b>
<b>D.</b>	<b>REDUCTION OF ASSESSMENTS.....</b>	<b>20</b>
<b>E.</b>	<b>PAYMENT OF ASSESSMENTS .....</b>	<b>20</b>
<b>F.</b>	<b>COLLECTION OF ANNUAL INSTALLMENTS .....</b>	<b>22</b>
<b>VII.</b>	<b>THE ASSESSMENT ROLL .....</b>	<b>23</b>
<b>A.</b>	<b>ASSESSMENT ROLL .....</b>	<b>23</b>
<b>B.</b>	<b>ANNUAL ASSESSMENT ROLL UPDATES.....</b>	<b>23</b>
<b>VIII.</b>	<b>MISCELLANEOUS PROVISIONS .....</b>	<b>24</b>
<b>A.</b>	<b>ADMINISTRATIVE REVIEW .....</b>	<b>24</b>
<b>B.</b>	<b>TERMINATION OF ASSESSMENTS .....</b>	<b>24</b>
<b>C.</b>	<b>AMENDMENTS .....</b>	<b>24</b>
<b>D.</b>	<b>ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....</b>	<b>25</b>
<b>E.</b>	<b>SEVERABILITY.....</b>	<b>25</b>

**APPENDIX A - THE PID MAP**

**APPENDIX B - AUTHORIZED IMPROVEMENT COSTS**

**APPENDIX C - ASSESSMENT ROLLS**

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## ***I. PLAN DESCRIPTION AND DEFINED TERMS***

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### **A. INTRODUCTION**

On December 17, 2001 (the “Creation Date”) the City Council (the "City Council") of the City of Missouri City, Texas (the "City") passed and approved Resolution No. 01-38 approving and authorizing the creation of the "Missouri City Public Improvement District No. 2" (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the corporate limits of the City.

The property in the PID is proposed to be developed in multiple phases. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. A service and assessment plan, as updated and restated on June 4, 2007 (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the Public Improvements to be financed through the PID, the costs of the Public Improvements, and the manner of assessing the property in the PID for the costs of the Public Improvements. Pursuant to the Service and Assessment Plan, the Developers would provide the funds for the construction of the Public Improvements and would be entitled to repayment pursuant to the applicable Development Agreements. This PID No. 2 updated Service and Assessment Plan (the "Updated Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The

Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

## **B. DEFINITIONS**

Capitalized terms used herein shall have the meanings ascribed to them as follows:

**“Actual Cost(s)”** means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Annual Collection Costs.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

**“Administrator”** means the employee or designee of the City, identified in any agreement or indenture of trust relating to the PID or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

**“Annual Collection Costs” or “Administrative Expenses”** mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and

transfer of Bonds, if issued (v) issuing, paying and redeeming the Bonds, if issued (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, if issued (viii) the Trustee fees and expenses relating to the Bonds, if issued, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. If Bonds are issued, Annual Collection Costs do not include payment of the actual principal of, redemption premium, if any, and interest on Bonds. Annual Collection Costs collected and not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of amounts to pay Annual Collection Costs.

**“Annual Installment”** means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Roll attached hereto as Appendix E or in an Annual Service Plan Update and calculated as provided in Section VI of this Service and Assessment Plan, and (ii) the Annual Collection Costs.

**“Annual Service Plan Update”** has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

**“Assessed Property”** means any property that benefits from the Authorized Improvements within each Section of the PID on which Assessments have been imposed as shown in the Assessment Rolls for each Section, as the Assessment Rolls are updated each year by the Annual Service Plan Update. Assessed Property for each Section includes Parcels within the Section of the PID other than Non-Benefited Property.

**“Assessment”** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Annual Collection Costs and interest on all Assessments.

**“Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council levying the Assessments and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan).

**“Assessment Revenues”** mean the revenues actually received by or on behalf of the City from the collection of Assessments.

**“Assessment Roll”** or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this SAP as Appendix E, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

**“Authorized Improvements”** mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and

installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

**“Authorized Improvement Costs”** mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

**“Bonds”** mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

**“Budgeted Cost(s)”** means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

**“Certification for Payment”** means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

**“City”** means the City of Missouri City, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Fort Bend County, Texas.

**“Delinquent Collection Costs”** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

**“Developer”** means any entity responsible for the development of all or a portion of the property within the PID.

**“Development Agreement”** means that certain "Development Agreement" relating to all or part of the PID executed by and between the Developer and the City effective June 19, 2002, as the same may be amended from time to time.

**“Homeowner Association”** means a homeowners’ association or property owners' association established for the benefit of property owners within the PID.

**“Homeowner Association Property”** or **“(HOA Property)”** means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a homeowners’ association established for the benefit of a group of homeowners or property owners.

**“Initial Developer”** means Vicksburg Estates Ltd.

**“Lot”** means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Fort Bend County, Texas.

**“Non-Benefited Property”** means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefited Property at the time the Assessments are (i) imposed or (ii) reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI(C).

**“Parcel”** or **“Parcels”** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Fort Bend Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Fort Bend County.

**“PID”** has the meaning set forth in Section I(A) of this Service and Assessment Plan.

**“PID Act”** means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

**“Prepayment Costs”** mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

**“Public Property”** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Fort Bend County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

**“Section One”** means the area within the PID designated as such containing 148 Lots, as the same may be updated or amended from time to time.

**“Section One Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on May 3, 2004 levying the Assessments on the Assessed Property within Section One and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Two”** means the area within the PID designated as such containing 86 Lots, as the same may be updated or amended from time to time.

**“Section Two Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on May 1, 2006 levying the Assessments on the Assessed Property within Section Two and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Three”** means the area within the PID designated as such containing 172 Lots, as the same may be updated or amended from time to time.

**“Section Three Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on June 4, 2007 levying the Assessments on the Assessed Property within Section Three and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Four”** means the area within the PID designated as such containing 91 Lots, as the same may be updated or amended from time to time.

**“Section Four Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on May 21, 2012 levying the Assessments on the Assessed Property within Section Four and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Five”** means the area within the PID designated as such containing 80 Lots, as the same may be updated or amended from time to time.

**“Section Five Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on September 3, 2013 levying the Assessments on the Assessed Property within Section Five and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Six”** means the area within the PID designated as such containing 6 Lots, as the same may be updated or amended from time to time.

**“Section Six Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on December 21, 2015 levying the Assessments on the Assessed Property within Section Six and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Section Eight”** means the area within the PID designated as such containing approximately 38 Lots, as the same may be updated or amended from time to time.

**“Section Eight Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council on October 10, 2018 levying the Assessments on the Assessed Property within Section Eight and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan), as applicable.

**“Updated Service and Assessment Plan”** means this updated Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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## **II. PROPERTY INCLUDED IN THE PID**

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### **A. PROPERTY INCLUDED IN THE PID**

The PID is presently located within the City and contains approximately 262 acres of land and is projected to consist of 621 single family residential units as further described in Section III and certain commercial developments. A map of the residential property within the PID and depicting the boundaries of the residential portion of the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 621 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the single-family lots. The estimated number of lots (621) and the classification of each lot are based upon the proposed development plan. At completion, the PID is also expected to consist of certain commercial property. The commercial property in the PID, including the proposed A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P. theater project, is not intended to be improved utilizing the PID or PID assessments.

The property within the PID is proposed to be developed as follows:

<b>Proposed Development Type</b>	<b>Quantity</b>	<b>Measurement</b>
Single Family Residential – Section One	148	units
Single Family Residential – Section Two	86	units
Single Family Residential – Section Three	172	units
Single Family Residential – Section Four	91	units
Single Family Residential – Section Five	80	units
Single Family Residential – Section Six	6	units
Single Family Residential – Section Eight	38	units
<b>Total</b>	<b>621</b>	<b>units</b>

The estimated number of units at the build-out of the PID is based on the proposed land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer’s estimate of the highest and best use of the property within the PID.

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### ***III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS***

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#### **A. AUTHORIZED IMPROVEMENT OVERVIEW**

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

#### **372.003. Authorized Improvements**

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (1) landscaping;
- (2) erection of fountains, distinctive lighting, and signs;
- (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (4) construction or improvement of pedestrian malls;
- (5) acquisition and installation of pieces of art;
- (6) acquisition, construction, or improvement of libraries;
- (7) acquisition, construction, or improvement of off-street parking facilities;
- (8) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (10) the establishment or improvement of parks;
- (11) projects similar to those listed in Subdivisions (1)-(10);
- (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (13) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water

and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; [and]

(14) payment of expenses incurred in the establishment, administration and operation of the district

## **B. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS**

The Authorized Improvements will benefit the Assessed Property. The descriptions of the Authorized Improvements are presented below, and the Budgeted Costs of the Authorized Improvements are shown in Table III-A. The Budgeted Costs shown in Table III-A may be revised in an Annual Service Plan Update as needed.

- ***Site Work Improvements:***
  - The site work improvements include construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- ***Water Distribution System Improvements:***
  - The water distribution system improvements consist of construction and installation of on-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will extend water service to the boundaries of the PID and to all lots within the PID. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- ***Sanitary Sewer Improvements:***
  - The sanitary sewer improvements consist of construction and installation of on-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of the PID and to all lots within the PID. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details and Actual Costs of the Authorized Improvements for Sections One through Section Five are shown in the reports on applying agreed-upon procedures (“AUP”s) in Appendix B attached to this Updated Service and Assessment Plan.

The Budgeted Costs shown in Tables III-A may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line-item may be applied to a cost increase in another line-item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

**Table III-A**  
**Authorized Improvement Costs**

Description	Actual Costs through 2008	Additional Actual Costs through 2014	Total Actual Costs through 2014 (A)	Budgeted Costs Section Six (B)	Budgeted Costs Section Eight (B)
Site works	\$116,500	\$88,256	\$204,756		
Storm sewer improvements	\$2,178,900	\$708,719	\$2,887,619		
Water improvements	\$952,513	\$198,008	\$1,150,521		
Sanitary sewer improvements	\$2,445,525	\$940,961	\$3,386,486		
Engineering and contingency	\$1,639,709	\$163,360	\$1,803,069		
Other miscellaneous costs	\$0	\$146,974	\$146,974		
<b>Total</b>	<b>\$ 7,333,147</b>	<b>\$ 2,246,278</b>	<b>\$9,579,425</b>	<b>\$ 61,212</b>	<b>\$ 1,483,582</b>

- (A) Actual Costs through 2014 are based on the AUPs attached herein as Appendix B and cover Sections One through Five. The Authorized Improvements for Section One through Section Five are determined to be interconnected and provide reciprocal benefit to each of the five sections. As a result, the combined total cost is considered applicable.
- (B) Budgeted Costs for Section Six and Section Eight are estimates and will be updated once Actual Costs are determined.

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## ***IV. SERVICE PLAN***

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### **A. SOURCES AND USES OF FUNDS**

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period.

The Actual Costs and the Budgeted Costs for the Authorized Improvements plus payment of expenses incurred in the establishment, administration and operation of the PID are \$11,516,720 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Annual Collection Costs, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A summarizes the sources and uses of funds required to construct the Authorized Improvements to be financed initially by the Developer who will be reimbursed under the terms of the PID Reimbursement Agreement, including Budgeted Costs related to establishing the PID. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The City reserves the right to issue Bonds secured by the Assessment Revenues to finance (or refinance) all or a portion of costs of the Authorized Improvements.

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**Table IV-A**  
**Estimated Sources and Uses**

<b>Sources of Funds</b>	<b>Sections One through Five</b>	<b>Section Six</b>	<b>Section Eight</b>
Assessments – Section One	\$2,339,779	\$0	\$0
Assessments – Section Two	\$1,359,602	\$0	\$0
Assessments – Section Three	\$3,146,298	\$0	\$0
Assessments – Section Four	\$1,663,676	\$0	\$0
Assessments – Section Five	\$1,462,572	\$0	\$0
Assessments – Section Six	\$0	\$61,212	\$0
Assessments – Section Eight	\$0	\$0	\$1,483,582
<b>Total Sources</b>	<b>\$9,971,926</b>	<b>\$61,212</b>	<b>\$1,483,582</b>
<b>Uses of Funds</b>			
Authorized Improvements <sup>2</sup>	\$0	\$61,212	\$1,483,582
Site works	\$204,756	\$0	\$0
Storm sewer improvements	\$2,887,619	\$0	\$0
water improvements	\$1,150,521	\$0	0
Sanitary sewer improvements	\$3,386,486	\$0	\$0
Engineering and contingency	\$1,803,069	\$0	\$0
Other miscellaneous costs <sup>1</sup>	\$539,475	\$0	\$0
<b>Total Uses</b>	<b>\$9,971,926</b>	<b>\$61,212</b>	<b>\$1,483,582</b>

Notes: 1 - Total uses for Section One through Five included \$392,501 in additional costs that have not yet been substantiated with applicable AUPs.

2 - Breakdown of Budgeted Costs for Section Six and Section Eight are not available at this time. The line item details will be provided once the applicable costs become available.

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**TABLE IV-B**  
**Annual Projected Costs and Annual Projected Indebtedness**

Year	Annual Projected Cost (A)	Annual Projected Indebtedness (B)
2004	\$0	\$2,339,779
2006	\$0	\$1,359,602
2007	\$0	\$3,146,298
2012	\$0	\$1,663,676
2013	\$0	\$1,462,572
2014	\$9,971,926	\$0
2015	\$61,212	\$61,212
2018	\$1,483,582	\$1,483,582
2019	\$0	\$0
2020	\$0	\$0
2021	\$0	\$0
2022	\$0	\$0
2023	\$0	\$0
2024	\$0	\$0
2025	\$0	\$0
<b>Total</b>	<b>\$11,516,720</b>	<b>\$11,516,720</b>

(A) Annual projected costs through 2014 are based on the timing of AUPs. The 2015 and 2018 timelines will be updated once the Actual Costs for Section Six and Section Eight are determined.

(B) Annual projected indebtedness corresponds with levy of Assessments for each Section.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A and the costs associated with creating the PID. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer and will not be reimbursed from Assessment Revenue derived from Assessments levied on property within the PID.

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## *V. ASSESSMENT PLAN*

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### **A. INTRODUCTION**

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of the number of units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The City Council has concluded that as lots within each Section are of similar relative size and value, and that the homes that will be built on all the lots are likely to receive relatively similar level of benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on the lots, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of the property to utilize and benefit from the Authorized Improvements.
3. The Assessed Property is intended to be developed as single family residential units.
4. The Authorized Improvement costs are allocated to each Parcel within the Assessed Property based on the total number of units estimated for each Parcel.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel of Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit to the Assessed Property of the Authorized Improvements in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary

exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

## **B. SPECIAL BENEFIT**

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

The original owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments were and/or are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Initial Developer evaluated the potential use of the property and determined that the highest and best use of the property was the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein requires the construction of the Authorized Improvements.

The original owner of the Assessed Property, by petitioning for the creation of the PID, ratified, confirmed, accepted, agreed to and approved; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the

Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion was based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Initial Developer consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and was acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

### **C. ASSESSMENT METHODOLOGY**

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

#### *1. Assessment Methodology*

The City Council determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property in each Section by spreading the entire Assessment across the Parcels based on the number of lots anticipated to be developed on each Parcel of Assessed Property. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger homes are likely to be built on larger lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Authorized Improvements provided by the Initial Developer working with the City's engineers, as set forth in Table III-A, the City Council determined that the

benefit to Assessed Property resulting from the Authorized Improvements was at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the number of units to be built on each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the number of units applicable to each Lot Type at the time residential Lots are platted to the total number of units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar sizes and values will have the same Assessment, with larger Lots having a proportionately larger share of the Assessments than smaller Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

2. *Allocation of Assessments to Lot Types*

The Assessment details described in the Assessment Ordinance for each Section are summarized in Table V-1 below.

**Table V-1  
Assessment per Unit by Section**

<b>Section</b>	<b>Planned No. of Units</b>	<b>Total Assessments</b>	<b>Assessment per Unit</b>
One	148	\$2,339,779	\$15,809.32
Two	86	\$1,359,602	\$15,809.32
Three	172	\$3,146,298	\$18,292.43
Four	91	\$1,663,676	\$18,282.15
Five	80	\$1,462,572	\$18,282.15
Six	6	\$61,212	\$10,202.00
Eight	38	\$1,483,582	\$39,041.63
<b>Total</b>	<b>621</b>	<b>\$11,516,720</b>	

The Assessment and Annual Installments for each Parcel or Lot located is shown on the Assessment Roll attached as Appendix E and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

#### **D. ASSESSMENTS**

The Assessments were levied on each Parcel according to the Assessment Rolls, attached hereto as Appendix C. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

The original Assessment Roll included in the Section Five Assessment Ordinance did not correctly fully include all of the Lots within Section 5 of the PID. The total number of Lots within Section 5 of PID No. 2 is 80. Pursuant to the City's Assessment collection history, 53 of Lots received the initial Assessment levy related notice and the corresponding Annual Installments were so far collected from these 53 Lots. These 53 Lots are marked as "Existing" in the updated Assessment Roll summary for Section Five included herein as Appendix C. The remaining 27 Lots did not receive the initial Assessment levy related notice and the corresponding Annual Installments were not collected so far. These 27 Lots are marked as "New" in the updated Assessment Roll summary for Section included herein as Appendix B.

#### **E. ANNUAL COLLECTION COSTS**

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by for each Section and equally by each Parcel within each Section. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

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## ***VI. TERMS OF THE ASSESSMENTS***

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### **A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS**

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property is shown on the Assessment Roll, attached as Appendix C, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the amounts due under the PID obligations for costs related to the Authorized Improvements and / or principal and interest on Bonds, if issued, and (ii) to cover the Annual Collection Costs.

### **B. REALLOCATION OF ASSESSMENTS**

#### **1. Subdivision**

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator based on applicable plats and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

## **2. Consolidation**

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

### **C. MANDATORY PREPAYMENT OF ASSESSMENTS**

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

### **D. REDUCTION OF ASSESSMENTS**

If after all Authorized Improvements to be funded with Assessments have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing the corresponding debt obligation, then the Assessment for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding debt obligation for the Actual Costs. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

### **E. PAYMENT OF ASSESSMENTS**

#### **1. Payment in Full**

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit to the applicable PID account; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

## **2. Payment in Annual Installments**

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Annual Collection Costs and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest and Annual Collection Costs. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment in Section One shall be paid with interest at the rate of 6.00%.

Each Assessment in Section Two shall be paid with interest at the rate of 6.00%.

Each Assessment in Section Three shall be paid with interest at the rate of 6.00%.

Each Assessment in Section Four shall be paid with interest at the rate of 6.50%.

Each Assessment in Section Five shall be paid with interest at the rate of 6.50%.

Each Assessment in Section Six shall be paid with interest at the rate of 6.50%.

Each Assessment in Section Eight shall be paid with interest at the rate of 6.15873%, each may be reflected in the Assessment Ordinance for each Section.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund Bonds or any other outstanding obligations in accordance with Section 372.027 of the PID Act and Chapter 1207 of the Texas Government Code. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so

that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

#### **F. COLLECTION OF ANNUAL INSTALLMENTS**

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments for the 27 Lots in Section Five shall be due by January 31, 2021 and will be delinquent if not paid prior to the first February 1 following such date. Collection of the initial Annual Installments for the other Sections with Annual Installment not yet commenced as of 2019 will be due upon the earlier of (i) January 31 following issuance of a certificate of occupancy for the Lot, or (ii) the January 31 following the third anniversary of the date of levy of the Assessment, and will be delinquent if not paid prior to the February 1 following the applicable January 31<sup>st</sup>.

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## ***VII. THE ASSESSMENT ROLL***

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### **A. ASSESSMENT ROLLS**

The Assessed Property within each Section will be assessed for the special benefits conferred upon such property as a result of the Authorized Improvements. Table IV-A summarizes the special benefit received by Assessed Property within the respective Sections from the Authorized Improvements and costs associated with the PID formation. The total costs of the Authorized Improvements is currently equal to the benefit received by Assessed Property. The total Assessment for Assessed Property within each Section is as shown in in Table V-1 plus interest and Annual Collection Costs and other authorized charges, which is equal to the benefit received by the Assessed Property. The Assessment for each Parcel of Assessed Property is calculated based on the allocation methodologies described in Section V.C of this Updated Service and Assessment Plan. The Assessment Rolls for each Section are attached hereto as Appendix C.

### **B. ANNUAL ASSESSMENT ROLL UPDATES**

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI(E) of this Service and Assessment Plan.

The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any, and any additional PID obligations owed.

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## ***VIII. MISCELLANEOUS PROVISIONS***

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### **A. ADMINISTRATIVE REVIEW**

The City may elect to designate a third party to serve as Administrator. Unless requested to do so in the PID petition, the City may elect to notify a Developer in writing within thirty (30) days of appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or, if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

### **B. TERMINATION OF ASSESSMENTS**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

### **C. AMENDMENTS**

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

#### **D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS**

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein; such interpretations and determinations shall be conclusive.

#### **E. SEVERABILITY**

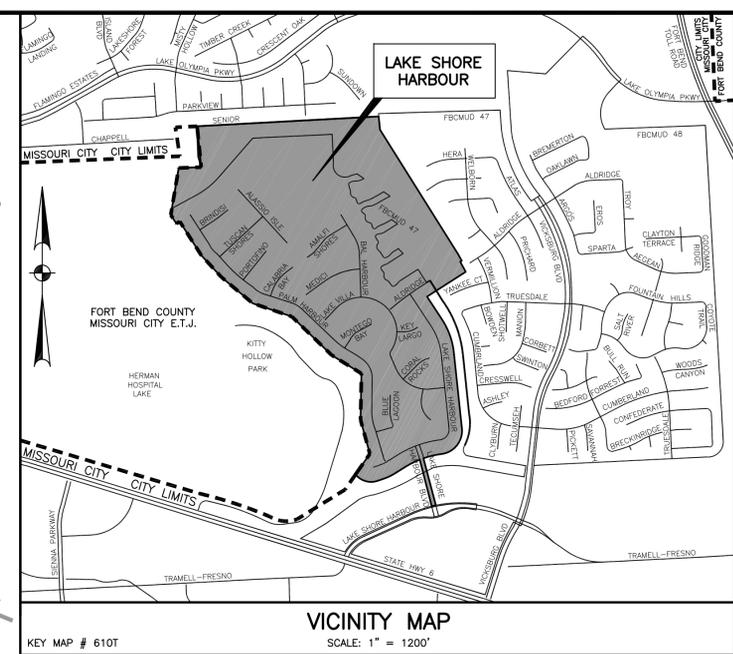
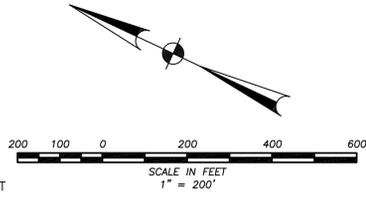
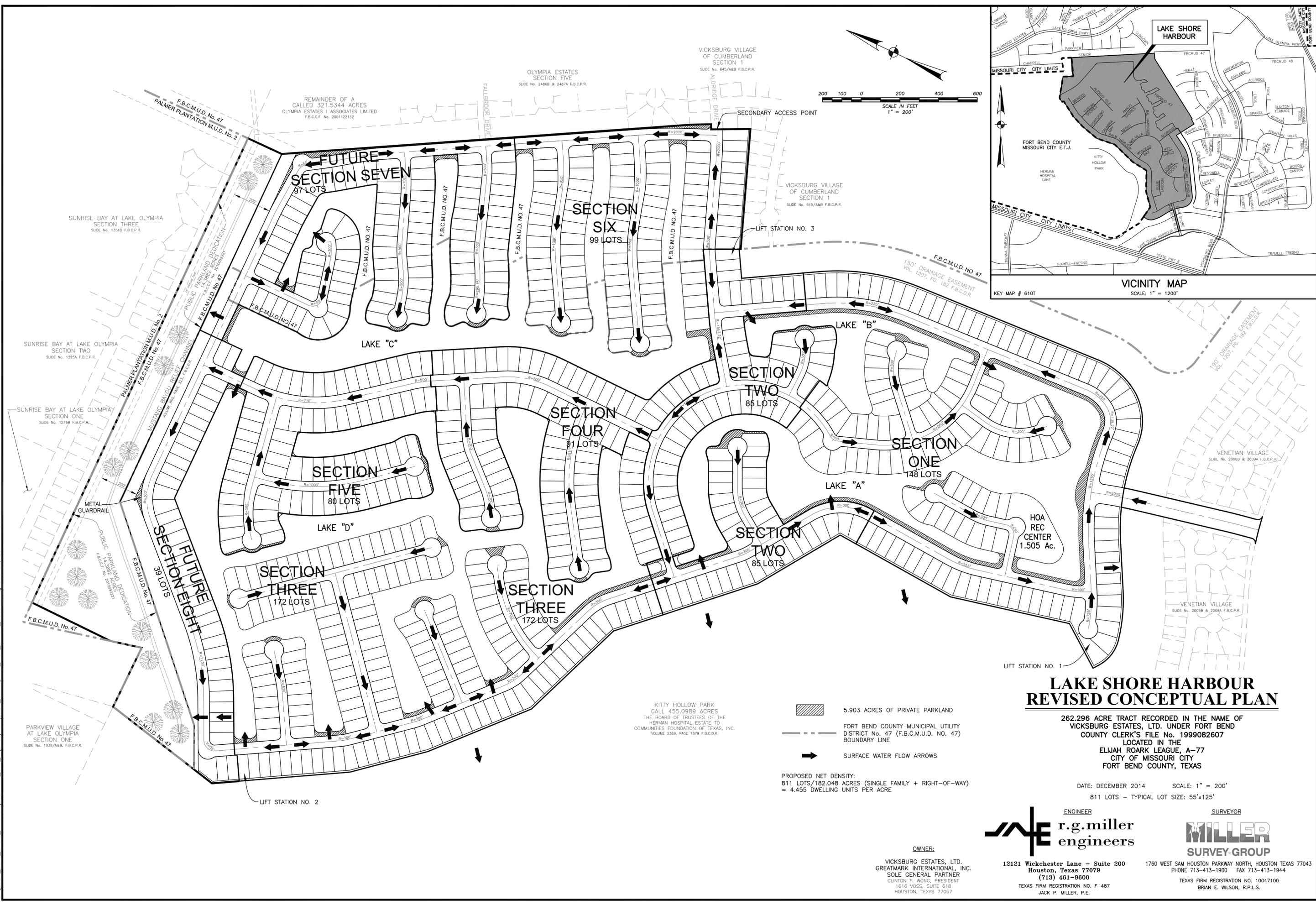
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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**APPENDIX A**  
**THE PID MAP AND CONCEPT PLAN**

L:\2324\_Lake\_Shore\_Harbour\2324-06\_Sec.6\CAD\Plot\_2324\_Conceptual\_Plan\_090914.dwg Dec 22, 2014 - 9:46am



## LAKE SHORE HARBOUR REVISED CONCEPTUAL PLAN

262.296 ACRE TRACT RECORDED IN THE NAME OF  
VICKSBURG ESTATES, LTD. UNDER FORT BEND  
COUNTY CLERK'S FILE No. 1999082607  
LOCATED IN THE  
ELIJAH ROARK LEAGUE, A-77  
CITY OF MISSOURI CITY  
FORT BEND COUNTY, TEXAS

DATE: DECEMBER 2014 SCALE: 1" = 200'  
811 LOTS - TYPICAL LOT SIZE: 55'x125'

- 5.903 ACRES OF PRIVATE PARKLAND
- FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 47 (F.B.C.M.U.D. NO. 47) BOUNDARY LINE
- SURFACE WATER FLOW ARROWS

PROPOSED NET DENSITY:  
811 LOTS/182.048 ACRES (SINGLE FAMILY + RIGHT-OF-WAY)  
= 4.455 DWELLING UNITS PER ACRE

KITTY HOLLOW PARK  
CALL 455.0989 ACRES  
THE BOARD OF TRUSTEES OF THE  
HERMAN HOSPITAL ESTATE TO  
COMMUNITIES FOUNDATION OF TEXAS, INC.  
VOLUME 2389, PAGE 1879 F.B.C.D.R.

OWNER:

VICKSBURG ESTATES, LTD.  
GREATMARK INTERNATIONAL, INC.  
SOLE GENERAL PARTNER  
CLINTON F. WONG, PRESIDENT  
1616 VOSS, SUITE 618  
HOUSTON, TEXAS 77057

ENGINEER  
**r.g.miller**  
engineers

12121 Wickchester Lane - Suite 200  
Houston, Texas 77079  
(713) 461-9600  
TEXAS FIRM REGISTRATION NO. F-487  
JACK P. MILLER, P.E.

SURVEYOR  
**MILLER**  
SURVEY-GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH, HOUSTON TEXAS 77043  
PHONE 713-413-1900 FAX 713-413-1944  
TEXAS FIRM REGISTRATION NO. 10047100  
BRIAN E. WILSON, R.P.L.S.

**APPENDIX B**  
**AUTHORIZED IMPROVEMENT COSTS**

**PUBLIC IMPROVEMENT DISTRICT NO. TWO**  
**OF**  
**THE CITY OF MISSOURI CITY, TEXAS**  
REPORT ON APPLYING AGREED-UPON PROCEDURES TO  
CONSTRUCTION, ENGINEERING AND RELATED COSTS REIMBURSABLE  
TO VICKSBURG ESTATES, LIMITED (DEVELOPER)  
NOVEMBER 15, 2014

**PUBLIC IMPROVEMENT DISTRICT NO. TWO**  
**OF**  
**THE CITY OF MISSOURI CITY, TEXAS**  
REPORT ON APPLYING AGREED-UPON PROCEDURES TO  
CONSTRUCTION, ENGINEERING AND RELATED COSTS REIMBURSABLE  
TO VICKSBURG ESTATES, LIMITED (DEVELOPER)  
NOVEMBER 15, 2014

TABLE OF CONTENTS

SCHEDULE

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING  
AGREED-UPON PROCEDURES

SCHEDULE OF CONSTRUCTION, ENGINEERING AND  
RELATED COSTS REIMBURSABLE TO VICKSBURG ESTATES,  
LIMITED (DEVELOPER)

A

SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS  
WITH EXHIBIT B OF PUBLIC IMPROVEMENT DEVELOPMENT  
AGREEMENT

B

**McCALL GIBSON SWEDLUND BARFOOT PLLC**  
*Certified Public Accountants*

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Suite 235  
Houston, Texas 77065-5610  
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Fax (713) 462-2708  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

111 Congress Avenue  
Suite 400  
Austin, Texas 78701  
(512) 610-2209  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

November 15, 2014

Board of Directors  
Public Improvements District No. Two  
City of Missouri City, Texas

Independent Accountant's Report  
on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were agreed to by the Board of Directors of the Missouri City Public Improvements District No. Two (PID No. 2) on the invoices and schedules submitted by Vicksburg Estates, Limited ("Developer") as of November 15, 2014. These procedures were performed solely to assist you in determining the amount to be reimbursed to the Developer and to facilitate the preparation of a comparison of the actual costs incurred with the approved costs documented in Exhibit B on the Amended Development Agreement dated October 13, 2010.

This engagement to apply agreed-upon procedures was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors of PID No. 2. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. The procedures performed are summarized as follows:

- A. We prepared certain schedules on behalf of the Developer from supporting invoices submitted by the Developer in substantiation of the costs to be reimbursed. Our review included all documentation supporting items, amounts, and proof of payment for which reimbursement is requested. In addition, we reviewed all agreements provided to us relative to the reimbursement request.
- B. We verified the mathematical accuracy of all engineering invoices greater than \$5,000. We compared the total of the invoices submitted to notations on the final engineering invoices on the project to ascertain whether or not all invoices rendered on the project were included in the reimbursement.

- C. We reviewed the computation of certain costs looking for any amounts required to be paid 100% by the Developer, in accordance with the Development Agreement. Any costs required to be paid by the Developer were deducted.
- D. For the construction contracts, we footed the final pay estimates, and we calculated the extensions of any line item greater than \$5,000.
- E. We obtained verbal confirmation from Harris Construction Co., Ltd., Fort Bend Excavation, Inc., and Clearwater Utilities, Inc. that contracts have been paid in full and that there were no outstanding claims against either PID No. 2 or the Developer.
- F. We prepared schedules for PID No. 2 that compute interest in accordance with the terms of the Development Agreement.
- G. We prepared a reimbursement report for the benefit of PID No. 2 including the accountant's report and schedule of amounts reimbursable to the Developer, and have compared the amounts approved in the Agreement with the actual reimbursable costs to complete the projects.

The attached Schedule A titled "Schedule of Construction, Engineering and Related Costs Reimbursable to Vicksburg Estates, Limited (Developer)", sets forth their reimbursable costs. This reimbursement is in accordance with the terms and conditions of the Development Agreement by and among the Missouri City Development Authority, PID No. 2 and Vicksburg Estates, Limited dated June 19, 2002 and amended October 13, 2010.

A schedule was prepared on behalf of the Developer on the reimbursable amount of \$2,246,277.95, including interest of \$146,974.35 calculated through November 15, 2014. The following changes were made to the original schedule:

- A. We calculated interest through November 15, 2014, at the prime commercial lending rate of JPMorgan Chase Bank plus 1%, and limited interest to two years, which resulted in an interest calculation of \$146,974.35.

According to the Development Agreement, the Developer is to be paid interest on the reimbursable amount at the prime commercial lending rate of Chase Manhattan Bank, NA (now known as JPMorgan Chase Bank) plus 1% per annum, and limited to two years. The following details the interest rates used for the periods included:

Dates	Prime Rate	Prime Rate plus 1%
May 30, 2008, 2008 to October 7, 2008	5.00%	6.00%
October 8, 2008 to October 28, 2008	4.50%	5.50%
October 29, 2008 to December 15, 2008	4.00%	5.00%
December 16, 2008 to November 15, 2014*	3.25%*	4.25%*

\*Assumes no change in prime interest rate

Schedule B compares the actual reimbursable costs due the Developer with Exhibit B of the Development Agreement and an estimate of the cost to complete the projects for PID No. 2.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the aforementioned reimbursable costs. Accordingly, we do not express an opinion on the costs to be reimbursed as of November 15, 2014. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Board of Directors and is not intended to be and should not be used by anyone other than this specified party. However, this report is a matter of public record and its distribution is not limited. This report should not be associated with the presentation of any financial data of PID No. 2 except to comply with filing requirements as required by the agreement.

We appreciate this opportunity to be of service to you.

*McCall Gibson Swedlund Barfoot PLLC*

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants

Missouri City AUP 2014

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**PUBLIC IMPROVEMENT DISTRICT NO. TWO**  
**SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS**  
**REIMBURSABLE TO VICKSBURG ESTATES, LIMITED (DEVELOPER)**  
**NOVEMBER 15, 2014**

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION		REIMBURSABLE COST
<b>Harris Construction Co., Ltd.</b>		
Construction - Water, Wastewater, Drainage and Lift Station to Serve Lake Shore Harbour, Section 4		
Amount Paid by Developer	\$	1,156,685.60
 <b>R.G. Miller Engineers, Inc.</b>		
Engineering - Water, Wastewater, Drainage, Detention and Lift Station Design to Serve Lake Shore Harbour, Section 4		
Amount Paid by Developer	\$	140,669.51
Less: Amount Allocable to Other Projects	49,239.14	91,430.37
 <b>Fort Bend Excavation, Inc.</b>		
Detention Pond - Drainage to Serve Lake Shore Harbour, Section 4		
Amount Paid by Developer	\$	903,154.80
Less: 100% Developer	672,127.80	231,027.00
 <b>Clearwater Utilities, Inc.</b>		
Construction - Water, Wastewater, and Drainage to Serve Lake Shore Harbour, Section 5		
Amount Paid by Developer		548,230.00
 <b>R.G. Miller Engineers, Inc.</b>		
Engineering - Water, Wastewater, and Drainage to Serve Lake Shore Harbour, Section 5		
Amount Paid by Developer	\$	162,811.37
Less: Amount Allocable to Other Projects	90,880.74	71,930.63
<b>TOTAL AMOUNT REIMBURSABLE TO VICKSBURG ESTATES, LIMITED AS OF NOVEMBER 15, 2014</b>		\$ 2,099,303.60
<b>Developer Interest *</b>		146,974.35
<b>TOTAL AMOUNT PAYABLE TO VICKSBURG ESTATES, LIMITED AS OF NOVEMBER 15, 2014</b>		<u>\$ 2,246,277.95</u>

\* Interest is calculated based upon the JPMorgan Chase Bank prime commercial lending rate plus one percent, limited to two years, in accordance with the Development Agreement.

**PUBLIC IMPROVEMENT DISTRICT NO. TWO**  
**SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS**  
**WITH EXHIBIT B OF DEVELOPMENT AGREEMENT**  
**NOVEMBER 15, 2014**  
**(SEE ACCOMPANYING DISCLAIMER OF OPINION AND**  
**EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)**

DESCRIPTION	ESTIMATED COST ALLOCATION EXHIBIT B	REIMBURSABLE TO VICKSBURG ESTATES, LTD. AT NOVEMBER 15, 2014	ESTIMATED ADDITIONAL COST TO COMPLETE
<b>PUBLIC IMPROVEMENTS</b>			
Site Work	\$ 116,500	\$ 88,256	\$ 28,244
Storm Sewer	2,178,900	708,719	1,470,181
Water Line	952,513	198,008	754,505
Sanitary Sewer	2,445,525	940,961	1,504,564
Contingencies	854,015		854,015
Engineering	785,694	163,360	622,334
<b>TOTAL IMPROVEMENTS</b>	<b>\$ 7,333,147</b>	<b>\$ 2,099,304</b>	<b>\$ 5,233,843</b>
Developer Interest	-	146,974	-
<b>TOTAL</b>	<b>\$ 7,333,147</b>	<b>\$ 2,246,278</b>	<b>\$ 5,233,843</b>

TOTAL ACTUAL COSTS TO DATE AND ESTIMATED ADDITIONAL COST TO COMPLETE	ACTUAL OVER (UNDER) ESTIMATE	% VARIANCE OVER (UNDER) ESTIMATE
\$ 116,500	\$ -	0.00%
2,178,900	-	0.00%
952,513	-	0.00%
2,445,525	-	0.00%
854,015	-	0.00%
785,694	-	0.00%
<u>\$ 7,333,147</u>	<u>\$ -</u>	
\$ 146,974	\$ 146,974	
<u>\$ 7,480,121</u>	<u>\$ 146,974</u>	

**APPENDIX C**  
**ASSESSMENT ROLLS**

**Lake Shore Harbour, Section One  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795010010010907	R264709	R264709	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 1, REPLAT	1	1	\$1,148.53	\$34,455.90
4795010010020907	R265127	R265127	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 2, REPLAT	1	2	\$1,148.53	\$34,455.90
4795010010030907	R265128	R265128	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 3, REPLAT	1	3	\$1,148.53	\$34,455.90
4795010010040907	R265129	R265129	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 4, REPLAT	1	4	\$1,148.53	\$34,455.90
4795010010050907	R265130	R265130	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 5, REPLAT	1	5	\$1,148.53	\$34,455.90
4795010010060907	R265131	R265131	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 6, REPLAT	1	6	\$1,148.53	\$34,455.90
4795010010070907	R265132	R265132	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 7, REPLAT	1	7	\$1,148.53	\$34,455.90
4795010010080907	R265133	R265133	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 8, REPLAT	1	8	\$1,148.53	\$34,455.90
4795010010090907	R265134	R265134	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 9, REPLAT	1	9	\$1,148.53	\$34,455.90
4795010010100907	R265135	R265135	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 10, REPLAT	1	10	\$1,148.53	\$34,455.90
4795010010110907	R265136	R265136	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 11, REPLAT	1	11	\$1,148.53	\$34,455.90
4795010010120907	R265137	R265137	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 12, REPLAT	1	12	\$1,148.53	\$34,455.90
4795010010130907	R265138	R265138	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 13, REPLAT	1	13	\$1,148.53	\$34,455.90
4795010010140907	R265139	R265139	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 14, REPLAT	1	14	\$1,148.53	\$34,455.90
4795010010150907	R265140	R265140	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 15, REPLAT	1	15	\$1,148.53	\$34,455.90
4795010010160907	R265141	R265141	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 16, REPLAT	1	16	\$1,148.53	\$34,455.90
4795010010170907	R265142	R265142	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 17, REPLAT	1	17	\$1,148.53	\$34,455.90
4795010010180907	R265143	R452124	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 18, REPLAT	1	18	\$1,148.53	\$34,455.90
4795010010180907	R265143	R452125	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 18, REPLAT	1	18	\$1,148.53	\$34,455.90
4795010010190907	R265144	R265144	Lake Shore Harbour Sec 1, Block 1, Lot 19, Replat	1	19	\$1,148.53	\$34,455.90
4795010010200907	R265145	R265145	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 20, REPLAT	1	20	\$1,148.53	\$34,455.90
4795010010210907	R265146	R265146	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 21, REPLAT	1	21	\$1,148.53	\$34,455.90
4795010010220907	R265147	R265147	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 22, REPLAT	1	22	\$1,148.53	\$34,455.90
4795010010230907	R265148	R265148	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 23, REPLAT	1	23	\$1,148.53	\$34,455.90
4795010010240907	R265149	R265149	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 24, REPLAT	1	24	\$1,148.53	\$34,455.90
4795010010250907	R265150	R265150	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 25, REPLAT	1	25	\$1,148.53	\$34,455.90
4795010010260907	R265151	R265151	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 26, REPLAT	1	26	\$1,148.53	\$34,455.90
4795010010270907	R265152	R265152	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 27, REPLAT	1	27	\$1,148.53	\$34,455.90
4795010010280907	R265153	R265153	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 28, REPLAT	1	28	\$1,148.53	\$34,455.90
4795010010290907	R265154	R265154	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 29, REPLAT	1	29	\$1,148.53	\$34,455.90
4795010010300907	R265155	R265155	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 30, REPLAT	1	30	\$1,148.53	\$34,455.90
4795010010310907	R265156	R265156	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 31, REPLAT	1	31	\$1,148.53	\$34,455.90
4795010010320907	R265157	R265157	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 32, REPLAT	1	32	\$1,148.53	\$34,455.90
4795010010330907	R265158	R265158	LAKE SHORE HARBOUR SEC 1, BLOCK 1, LOT 33, REPLAT	1	33	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section One  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795010020010907	R265179	R265179	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 1, REPLAT	2	1	\$1,148.53	\$34,455.90
4795010020020907	R265180	R265180	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 2, REPLAT	2	2	\$1,148.53	\$34,455.90
4795010020030907	R265181	R265181	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 3, REPLAT	2	3	\$1,148.53	\$34,455.90
4795010020040907	R265182	R265182	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 4, REPLAT	2	4	\$1,148.53	\$34,455.90
4795010020050907	R265183	R265183	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 5, REPLAT	2	5	\$1,148.53	\$34,455.90
4795010020060907	R265184	R265184	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 6, REPLAT	2	6	\$1,148.53	\$34,455.90
4795010020070907	R265185	R265185	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 7, REPLAT	2	7	\$1,148.53	\$34,455.90
4795010020080907	R265186	R265186	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 8, REPLAT	2	8	\$1,148.53	\$34,455.90
4795010020090907	R265187	R265187	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 9, REPLAT	2	9	\$1,148.53	\$34,455.90
4795010020100907	R265188	R265188	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 10, REPLAT	2	10	\$1,148.53	\$34,455.90
4795010020110907	R265189	R265189	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 11, REPLAT	2	11	\$1,148.53	\$34,455.90
4795010020120907	R265190	R265190	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 12, REPLAT	2	12	\$1,148.53	\$34,455.90
4795010020130907	R265191	R265191	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 13, REPLAT	2	13	\$1,148.53	\$34,455.90
4795010020140907	R265192	R265192	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 14, REPLAT	2	14	\$1,148.53	\$34,455.90
4795010020150907	R265193	R265193	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 15, REPLAT	2	15	\$1,148.53	\$34,455.90
4795010020160907	R265194	R265194	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 16, REPLAT	2	16	\$1,148.53	\$34,455.90
4795010020170907	R265195	R265195	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 17, REPLAT	2	17	\$1,148.53	\$34,455.90
4795010020180907	R265196	R265196	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 18, REPLAT	2	18	\$1,148.53	\$34,455.90
4795010020190907	R265197	R265197	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 19, REPLAT	2	19	\$1,148.53	\$34,455.90
4795010020200907	R265198	R265198	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 20, REPLAT	2	20	\$1,148.53	\$34,455.90
4795010020210907	R265199	R265199	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 21, REPLAT	2	21	\$1,148.53	\$34,455.90
4795010020220907	R265200	R265200	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 22, REPLAT	2	22	\$1,148.53	\$34,455.90
4795010020230907	R265201	R265201	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 23, REPLAT	2	23	\$1,148.53	\$34,455.90
4795010020240907	R265202	R265202	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 24, REPLAT	2	24	\$1,148.53	\$34,455.90
4795010020250907	R265203	R265203	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 25, REPLAT	2	25	\$1,148.53	\$34,455.90
4795010020260907	R265204	R265204	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 26, REPLAT	2	26	\$1,148.53	\$34,455.90
4795010020270907	R265205	R265205	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 27, REPLAT	2	27	\$1,148.53	\$34,455.90
4795010020280907	R265206	R265206	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 28, REPLAT	2	28	\$1,148.53	\$34,455.90
4795010020290907	R265207	R265207	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 29, REPLAT	2	29	\$1,148.53	\$34,455.90
4795010020300907	R265208	R265208	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 30, REPLAT	2	30	\$1,148.53	\$34,455.90
4795010020310907	R265209	R265209	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 31, REPLAT	2	31	\$1,148.53	\$34,455.90
4795010020320907	R265210	R265210	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 32, REPLAT	2	32	\$1,148.53	\$34,455.90
4795010020330907	R265211	R265211	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 33, REPLAT	2	33	\$1,148.53	\$34,455.90
4795010020340907	R265212	R265212	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 34, REPLAT	2	34	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section One  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795010020350907	R265213	R265213	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 35, REPLAT	2	35	\$1,148.53	\$34,455.90
4795010020360907	R265214	R265214	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 36, REPLAT	2	36	\$1,148.53	\$34,455.90
4795010020370907	R265215	R265215	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 37, REPLAT	2	37	\$1,148.53	\$34,455.90
4795010020380907	R265216	R265216	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 38, REPLAT	2	38	\$1,148.53	\$34,455.90
4795010020390907	R265217	R265217	LAKE SHORE HARBOUR SEC 1, BLOCK 2, LOT 39, REPLAT	2	39	\$1,148.53	\$34,455.90
4795010030010907	R265228	R265228	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 1, REPLAT	3	1	\$1,148.53	\$34,455.90
4795010030020907	R265229	R265229	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 2, REPLAT	3	2	\$1,148.53	\$34,455.90
4795010030030907	R265230	R265230	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 3, REPLAT	3	3	\$1,148.53	\$34,455.90
4795010030040907	R265231	R265231	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 4, REPLAT	3	4	\$1,148.53	\$34,455.90
4795010030050907	R265232	R265232	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 5, REPLAT	3	5	\$1,148.53	\$34,455.90
4795010030060907	R265233	R265233	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 6, REPLAT	3	6	\$1,148.53	\$34,455.90
4795010030070907	R265234	R265234	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 7, REPLAT	3	7	\$1,148.53	\$34,455.90
4795010030080907	R265235	R265235	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 8, REPLAT	3	8	\$1,148.53	\$34,455.90
4795010030090907	R265236	R265236	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 9, REPLAT	3	9	\$1,148.53	\$34,455.90
4795010030100907	R265237	R265237	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 10, REPLAT	3	10	\$1,148.53	\$34,455.90
4795010030110907	R265238	R265238	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 11, REPLAT	3	11	\$1,148.53	\$34,455.90
4795010030120907	R265239	R265239	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 12, REPLAT	3	12	\$1,148.53	\$34,455.90
4795010030130907	R265240	R265240	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 13, REPLAT	3	13	\$1,148.53	\$34,455.90
4795010030140907	R265241	R265241	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 14, REPLAT	3	14	\$1,148.53	\$34,455.90
4795010030150907	R265242	R265242	LAKE SHORE HARBOUR SEC 1, BLOCK 3, LOT 15, REPLAT	3	15	\$1,148.53	\$34,455.90
4795010040010907	R265244	R265244	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 1, REPLAT	4	1	\$1,148.53	\$34,455.90
4795010040020907	R265245	R265245	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 2, REPLAT	4	2	\$1,148.53	\$34,455.90
4795010040030907	R265246	R265246	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 3, REPLAT	4	3	\$1,148.53	\$34,455.90
4795010040030907	R265246	R488926	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 3, REPLAT	4	3	\$1,148.53	\$34,455.90
4795010040040907	R265247	R265247	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 4, REPLAT	4	4	\$1,148.53	\$34,455.90
4795010040050907	R265248	R265248	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 5, REPLAT	4	5	\$1,148.53	\$34,455.90
4795010040060907	R265249	R265249	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 6, REPLAT	4	6	\$1,148.53	\$34,455.90
4795010040070907	R265250	R265250	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 7, REPLAT	4	7	\$1,148.53	\$34,455.90
4795010040080907	R265251	R265251	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 8, REPLAT	4	8	\$1,148.53	\$34,455.90
4795010040090907	R265252	R265252	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 9, REPLAT	4	9	\$1,148.53	\$34,455.90
4795010040100907	R265253	R265253	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 10, REPLAT	4	10	\$1,148.53	\$34,455.90
4795010040110907	R265254	R265254	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 11, REPLAT	4	11	\$1,148.53	\$34,455.90
4795010040120907	R265255	R265255	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 12, REPLAT	4	12	\$1,148.53	\$34,455.90
4795010040130907	R265256	R265256	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 13, REPLAT	4	13	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section One  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795010040140907	R265257	R265257	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 14, REPLAT	4	14	\$1,148.53	\$34,455.90
4795010040150907	R265258	R265258	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 15, REPLAT	4	15	\$1,148.53	\$34,455.90
4795010040160907	R265259	R265259	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 16, REPLAT	4	16	\$1,148.53	\$34,455.90
4795010040170907	R265260	R265260	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 17, REPLAT	4	17	\$1,148.53	\$34,455.90
4795010040180907	R265261	R265261	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 18, REPLAT	4	18	\$1,148.53	\$34,455.90
4795010040190907	R265262	R265262	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 19, REPLAT	4	19	\$1,148.53	\$34,455.90
4795010040200907	R265263	R265263	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 20, REPLAT	4	20	\$1,148.53	\$34,455.90
4795010040210907	R265264	R265264	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 21, REPLAT	4	21	\$1,148.53	\$34,455.90
4795010040220907	R265265	R265265	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 22, REPLAT	4	22	\$1,148.53	\$34,455.90
4795010040230907	R265266	R265266	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 23, REPLAT	4	23	\$1,148.53	\$34,455.90
4795010040240907	R265267	R265267	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 24, REPLAT	4	24	\$1,148.53	\$34,455.90
4795010040250907	R265268	R265268	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 25, REPLAT	4	25	\$1,148.53	\$34,455.90
4795010040260907	R265269	R265269	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 26, REPLAT	4	26	\$1,148.53	\$34,455.90
4795010040270907	R265270	R265270	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 27, REPLAT	4	27	\$1,148.53	\$34,455.90
4795010040280907	R265271	R265271	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 28, REPLAT	4	28	\$1,148.53	\$34,455.90
4795010040290907	R265272	R265272	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 29, REPLAT	4	29	\$1,148.53	\$34,455.90
4795010040300907	R265273	R265273	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 30, REPLAT	4	30	\$1,148.53	\$34,455.90
4795010040310907	R265274	R265274	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 31, REPLAT	4	31	\$1,148.53	\$34,455.90
4795010040320907	R265275	R265275	LAKE SHORE HARBOUR SEC 1, BLOCK 4, LOT 32, REPLAT	4	32	\$1,148.53	\$34,455.90
4795010040330907	R265276	R265276	Lake Shore Harbour Sec 1, Block 4, Lot 33, Replat	4	33	\$1,148.53	\$34,455.90
4795010050010907	R265299	R265299	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 1, REPLAT	5	1	\$1,148.53	\$34,455.90
4795010050020907	R265300	R265300	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 2, REPLAT	5	2	\$1,148.53	\$34,455.90
4795010050030907	R265301	R265301	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 3, REPLAT	5	3	\$1,148.53	\$34,455.90
4795010050040907	R265302	R265302	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 4, REPLAT	5	4	\$1,148.53	\$34,455.90
4795010050050907	R265303	R265303	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 5, REPLAT	5	5	\$1,148.53	\$34,455.90
4795010050060907	R265304	R265304	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 6, REPLAT	5	6	\$1,148.53	\$34,455.90
4795010050070907	R265305	R265305	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 7, REPLAT	5	7	\$1,148.53	\$34,455.90
4795010050080907	R265306	R265306	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 8, REPLAT	5	8	\$1,148.53	\$34,455.90
4795010050080907	R265306	R384991	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 8, REPLAT	5	8	\$1,148.53	\$34,455.90
4795010050090907	R265307	R265307	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 9, REPLAT	5	9	\$1,148.53	\$34,455.90
4795010050100907	R265308	R265308	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 10, REPLAT	5	10	\$1,148.53	\$34,455.90
4795010050110907	R265309	R265309	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 11, REPLAT	5	11	\$1,148.53	\$34,455.90
4795010050120907	R265310	R265310	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 12, REPLAT	5	12	\$1,148.53	\$34,455.90
4795010050130907	R265311	R265311	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 13, REPLAT	5	13	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section One  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795010050140907	R265312	R265312	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 14, REPLAT	5	14	\$1,148.53	\$34,455.90
4795010050150907	R265313	R265313	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 15, REPLAT	5	15	\$1,148.53	\$34,455.90
4795010050160907	R265314	R265314	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 16, REPLAT	5	16	\$1,148.53	\$34,455.90
4795010050170907	R265315	R265315	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 17, REPLAT	5	17	\$1,148.53	\$34,455.90
4795010050180907	R265316	R265316	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 18, REPLAT	5	18	\$1,148.53	\$34,455.90
4795010050190907	R265317	R265317	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 19, REPLAT	5	19	\$1,148.53	\$34,455.90
4795010050200907	R265318	R265318	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 20	5	20	\$1,148.53	\$34,455.90
4795010050210907	R265319	R265319	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 21, REPLAT	5	21	\$1,148.53	\$34,455.90
4795010050220907	R265320	R265320	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 22, REPLAT	5	22	\$1,148.53	\$34,455.90
4795010050230907	R265321	R265321	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 23, REPLAT	5	23	\$1,148.53	\$34,455.90
4795010050240907	R265322	R265322	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 24, REPLAT	5	24	\$1,148.53	\$34,455.90
4795010050250907	R265323	R265323	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 25, REPLAT	5	25	\$1,148.53	\$34,455.90
4795010050260907	R265324	R265324	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 26, REPLAT	5	26	\$1,148.53	\$34,455.90
4795010050270907	R265325	R265325	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 27, REPLAT	5	27	\$1,148.53	\$34,455.90
4795010050280907	R265326	R265326	LAKE SHORE HARBOUR SEC 1, BLOCK 5, LOT 28, REPLAT	5	28	\$1,148.53	\$34,455.90
<b>Total</b>						<b>\$173,428.03</b>	<b>\$5,202,840.90</b>

**Lake Shore Harbour, Section Two  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property		Legal Description	Block	Lot	Annual	Thirty Year
	ID	Owner ID				Assessment	Assessment
4795020010010907	R288205	R288205	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 1	1	1	\$1,148.53	\$34,455.90
4795020010020907	R288225	R288225	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 2	1	2	\$1,148.53	\$34,455.90
4795020010030907	R288226	R288226	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 3	1	3	\$1,148.53	\$34,455.90
4795020010040907	R288227	R288227	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 4	1	4	\$1,148.53	\$34,455.90
4795020010050907	R288228	R288228	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 5	1	5	\$1,148.53	\$34,455.90
4795020010060907	R288229	R288229	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 6	1	6	\$1,148.53	\$34,455.90
4795020010070907	R288230	R288230	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 7	1	7	\$1,148.53	\$34,455.90
4795020010080907	R288231	R288231	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 8	1	8	\$1,148.53	\$34,455.90
4795020010090907	R288232	R288232	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 9	1	9	\$1,148.53	\$34,455.90
4795020010100907	R288233	R288233	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 10	1	10	\$1,148.53	\$34,455.90
4795020010110907	R288234	R288234	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 11	1	11	\$1,148.53	\$34,455.90
4795020010120907	R288235	R288235	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 12	1	12	\$1,148.53	\$34,455.90
4795020010130907	R288236	R288236	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 13	1	13	\$1,148.53	\$34,455.90
4795020010140907	R288237	R288237	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 14	1	14	\$1,148.53	\$34,455.90
4795020010150907	R288238	R288238	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 15	1	15	\$1,148.53	\$34,455.90
4795020010160907	R288239	R288239	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 16	1	16	\$1,148.53	\$34,455.90
4795020010170907	R288240	R288240	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 17	1	17	\$1,148.53	\$34,455.90
4795020010180907	R288241	R288241	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 18	1	18	\$1,148.53	\$34,455.90
4795020010190907	R288242	R288242	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 19	1	19	\$1,148.53	\$34,455.90
4795020010200907	R288243	R288243	LAKE SHORE HARBOUR SEC 2, BLOCK 1, LOT 20	1	20	\$1,148.53	\$34,455.90
4795020020010907	R288244	R288244	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 1	2	1	\$1,148.53	\$34,455.90
4795020020020907	R288245	R288245	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 2	2	2	\$1,148.53	\$34,455.90
4795020020030907	R288246	R288246	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 3	2	3	\$1,148.53	\$34,455.90
4795020020040907	R288247	R288247	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 4	2	4	\$1,148.53	\$34,455.90
4795020020050907	R288248	R288248	Lake Shore Harbour Sec 2, Block 2, Lot 5	2	5	\$1,148.53	\$34,455.90
4795020020060907	R288249	R288249	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 6	2	6	\$1,148.53	\$34,455.90
4795020020070907	R288250	R288250	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 7	2	7	\$1,148.53	\$34,455.90
4795020020080907	R288251	R288251	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 8	2	8	\$1,148.53	\$34,455.90
4795020020090907	R288252	R288252	Lake Shore Harbour Sec 2, Block 2, Lot 9	2	9	\$1,148.53	\$34,455.90
4795020020100907	R288253	R288253	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 10	2	10	\$1,148.53	\$34,455.90
4795020020110907	R288254	R288254	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 11	2	11	\$1,148.53	\$34,455.90
4795020020120907	R288255	R288255	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 12	2	12	\$1,148.53	\$34,455.90
4795020020130907	R288256	R288256	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 13	2	13	\$1,148.53	\$34,455.90
4795020020140907	R288257	R288257	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 14	2	14	\$1,148.53	\$34,455.90
4795020020150907	R288258	R288258	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 15	2	15	\$1,148.53	\$34,455.90
4795020020160907	R288259	R288259	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 16	2	16	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section Two  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795020020170907	R288260	R288260	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 17	2	17	\$1,148.53	\$34,455.90
4795020020180907	R288261	R288261	LAKE SHORE HARBOUR SEC 2, BLOCK 2, LOT 18	2	18	\$1,148.53	\$34,455.90
4795020030010907	R288262	R288262	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 1	3	1	\$1,148.53	\$34,455.90
4795020030020907	R288263	R288263	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 2	3	2	\$1,148.53	\$34,455.90
4795020030030907	R288264	R288264	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 3	3	3	\$1,148.53	\$34,455.90
4795020030040907	R288265	R288265	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 4	3	4	\$1,148.53	\$34,455.90
4795020030050907	R288266	R288266	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 5	3	5	\$1,148.53	\$34,455.90
4795020030060907	R288267	R288267	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 6	3	6	\$1,148.53	\$34,455.90
4795020030070907	R288268	R288268	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 7	3	7	\$1,148.53	\$34,455.90
4795020030080907	R288269	R288269	Lake Shore Harbour Sec 2, Block 3, Lot 8	3	8	\$1,148.53	\$34,455.90
4795020030090907	R288270	R288270	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 9	3	9	\$1,148.53	\$34,455.90
4795020030100907	R288271	R288271	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 10	3	10	\$1,148.53	\$34,455.90
4795020030110907	R288272	R288272	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 11	3	11	\$1,148.53	\$34,455.90
4795020030120907	R288273	R288273	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 12	3	12	\$1,148.53	\$34,455.90
4795020030130907	R288274	R288274	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 13	3	13	\$1,148.53	\$34,455.90
4795020030140907	R288275	R288275	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 14	3	14	\$1,148.53	\$34,455.90
4795020030150907	R288276	R288276	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 15	3	15	\$1,148.53	\$34,455.90
4795020030160907	R288277	R288277	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 16	3	16	\$1,148.53	\$34,455.90
4795020030170907	R288278	R288278	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 17	3	17	\$1,148.53	\$34,455.90
4795020030180907	R288279	R288279	Lake Shore Harbour Sec 2, Block 3, Lot 18	3	18	\$1,148.53	\$34,455.90
4795020030190907	R288280	R288280	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 19	3	19	\$1,148.53	\$34,455.90
4795020030200907	R288281	R288281	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 20	3	20	\$1,148.53	\$34,455.90
4795020030210907	R288282	R288282	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 21	3	21	\$1,148.53	\$34,455.90
4795020030220907	R288283	R288283	LAKE SHORE HARBOUR SEC 2, BLOCK 3, LOT 22	3	22	\$1,148.53	\$34,455.90
4795020040010907	R288284	R288284	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 1	4	1	\$1,148.53	\$34,455.90
4795020040020907	R288285	R288285	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 2	4	2	\$1,148.53	\$34,455.90
4795020040030907	R288286	R288286	Lake Shore Harbour Sec 2, Block 4, Lot 3	4	3	\$1,148.53	\$34,455.90
4795020040040907	R288287	R288287	Lake Shore Harbour Sec 2, Block 4, Lot 4	4	4	\$1,148.53	\$34,455.90
4795020040050907	R288288	R288288	Lake Shore Harbour Sec 2, Block 4, Lot 5	4	5	\$1,148.53	\$34,455.90
4795020040060907	R288289	R288289	Lake Shore Harbour Sec 2, Block 4, Lot 6	4	6	\$1,148.53	\$34,455.90
4795020040070907	R288290	R288290	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 7	4	7	\$1,148.53	\$34,455.90
4795020040080907	R288291	R288291	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 8	4	8	\$1,148.53	\$34,455.90
4795020040090907	R288292	R288292	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 9	4	9	\$1,148.53	\$34,455.90
4795020040100907	R288293	R288293	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 10	4	10	\$1,148.53	\$34,455.90
4795020040110907	R288294	R288294	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 11	4	11	\$1,148.53	\$34,455.90
4795020040120907	R288295	R288295	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 12	4	12	\$1,148.53	\$34,455.90

**Lake Shore Harbour, Section Two  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795020040130907	R288296	R288296	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 13	4	13	\$1,148.53	\$34,455.90
4795020040140907	R288297	R288297	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 14	4	14	\$1,148.53	\$34,455.90
4795020040150907	R288298	R288298	LAKE SHORE HARBOUR SEC 2, BLOCK 4, LOT 15	4	15	\$1,148.53	\$34,455.90
4795020050010907	R288299	R288299	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 1	5	1	\$1,148.53	\$34,455.90
4795020050020907	R288300	R288300	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 2	5	2	\$1,148.53	\$34,455.90
4795020050030907	R288301	R288301	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 3	5	3	\$1,148.53	\$34,455.90
4795020050040907	R288302	R288302	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 4	5	4	\$1,148.53	\$34,455.90
4795020050050907	R288303	R288303	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 5	5	5	\$1,148.53	\$34,455.90
4795020050060907	R288304	R288304	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 6	5	6	\$1,148.53	\$34,455.90
4795020050070907	R288305	R288305	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 7	5	7	\$1,148.53	\$34,455.90
4795020050080907	R288306	R288306	LAKE SHORE HARBOUR SEC 2, BLOCK 5, LOT 8	5	8	\$1,148.53	\$34,455.90
4795020050090907	R288307	R288307	LAKE SHORE HARBOUR SEC 2, BLOCK 5, Lot 9, Amending Plat	5	9	\$1,148.53	\$34,455.90
4795020050100907	R288308	R288308	LAKE SHORE HARBOUR SEC 2, BLOCK 5, Lot 10, Amending Plat	5	10	\$1,148.53	\$34,455.90
4795020050110907	R340327	R340327	LAKE SHORE HARBOUR SEC 2, BLOCK 1, ACRES 0.156, Reserve A"	5	11	\$1,148.53	\$34,455.90
<b>Total</b>						<b>\$98,773.58</b>	<b>\$2,963,207.40</b>

**Lake Shore Harbour, Section Three  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795030010010907	R345024	R345024	Lake Shore Harbour Sec 3, BLOCK 1, Lot 1	1	1	\$1,328.93	\$39,867.90
4795030010020907	R345025	R345025	Lake Shore Harbour Sec 3, BLOCK 1, Lot 2	1	2	\$1,328.93	\$39,867.90
4795030010030907	R345026	R345026	Lake Shore Harbour Sec 3, BLOCK 1, Lot 3	1	3	\$1,328.93	\$39,867.90
4795030010040907	R345027	R345027	Lake Shore Harbour Sec 3, BLOCK 1, Lot 4	1	4	\$1,328.93	\$39,867.90
4795030010050907	R345028	R345028	Lake Shore Harbour Sec 3, BLOCK 1, Lot 5	1	5	\$1,328.93	\$39,867.90
4795030010060907	R345029	R345029	Lake Shore Harbour Sec 3, BLOCK 1, Lot 6	1	6	\$1,328.93	\$39,867.90
4795030010070907	R345030	R345030	Lake Shore Harbour Sec 3, BLOCK 1, Lot 7	1	7	\$1,328.93	\$39,867.90
4795030010080907	R345031	R345031	Lake Shore Harbour Sec 3, BLOCK 1, Lot 8	1	8	\$1,328.93	\$39,867.90
4795030010090907	R345032	R345032	Lake Shore Harbour Sec 3, BLOCK 1, Lot 9	1	9	\$1,328.93	\$39,867.90
4795030010100907	R345033	R345033	Lake Shore Harbour Sec 3, BLOCK 1, Lot 10	1	10	\$1,328.93	\$39,867.90
4795030010110907	R345034	R345034	Lake Shore Harbour Sec 3, BLOCK 1, Lot 11	1	11	\$1,328.93	\$39,867.90
4795030010120907	R345035	R345035	Lake Shore Harbour Sec 3, BLOCK 1, Lot 12	1	12	\$1,328.93	\$39,867.90
4795030010130907	R345036	R345036	Lake Shore Harbour Sec 3, BLOCK 1, Lot 13	1	13	\$1,328.93	\$39,867.90
4795030010140907	R345037	R345037	Lake Shore Harbour Sec 3, BLOCK 1, Lot 14	1	14	\$1,328.93	\$39,867.90
4795030010150907	R345038	R345038	Lake Shore Harbour Sec 3, BLOCK 1, Lot 15	1	15	\$1,328.93	\$39,867.90
4795030010160907	R345039	R345039	Lake Shore Harbour Sec 3, BLOCK 1, Lot 16	1	16	\$1,328.93	\$39,867.90
4795030010170907	R345040	R345040	Lake Shore Harbour Sec 3, BLOCK 1, Lot 17	1	17	\$1,328.93	\$39,867.90
4795030010180907	R345041	R345041	Lake Shore Harbour Sec 3, BLOCK 1, Lot 18	1	18	\$1,328.93	\$39,867.90
4795030010180907	R345041	R389290	Lake Shore Harbour Sec 3, BLOCK 1, Lot 18	1	18	\$1,328.93	\$39,867.90
4795030010190907	R345042	R345042	Lake Shore Harbour Sec 3, BLOCK 1, Lot 19	1	19	\$1,328.93	\$39,867.90
4795030010200907	R345043	R345043	Lake Shore Harbour Sec 3, BLOCK 1, Lot 20	1	20	\$1,328.93	\$39,867.90
4795030010210907	R345044	R345044	Lake Shore Harbour Sec 3, BLOCK 1, Lot 21	1	21	\$1,328.93	\$39,867.90
4795030010220907	R345045	R345045	Lake Shore Harbour Sec 3, BLOCK 1, Lot 22	1	22	\$1,328.93	\$39,867.90
4795030010230907	R345046	R345046	Lake Shore Harbour Sec 3, BLOCK 1, Lot 23	1	23	\$1,328.93	\$39,867.90
4795030010240907	R345047	R345047	Lake Shore Harbour Sec 3, BLOCK 1, Lot 24	1	24	\$1,328.93	\$39,867.90
4795030010250907	R345048	R345048	Lake Shore Harbour Sec 3, BLOCK 1, Lot 25	1	25	\$1,328.93	\$39,867.90
4795030010260907	R345049	R345049	Lake Shore Harbour Sec 3, BLOCK 1, Lot 26	1	26	\$1,328.93	\$39,867.90
4795030010270907	R345050	R345050	Lake Shore Harbour Sec 3, BLOCK 1, Lot 27	1	27	\$1,328.93	\$39,867.90
4795030010280907	R345051	R345051	Lake Shore Harbour Sec 3, BLOCK 1, Lot 28	1	28	\$1,328.93	\$39,867.90
4795030010290907	R345052	R345052	Lake Shore Harbour Sec 3, BLOCK 1, Lot 29	1	29	\$1,328.93	\$39,867.90
4795030010300907	R345053	R345053	Lake Shore Harbour Sec 3, BLOCK 1, Lot 30	1	30	\$1,328.93	\$39,867.90
4795030010310907	R345054	R345054	Lake Shore Harbour Sec 3, BLOCK 1, Lot 31	1	31	\$1,328.93	\$39,867.90

**Lake Shore Harbour, Section Three  
Assessment Roll  
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Missouri City, Fort Bend County, Texas**

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4795030010320907	R345055	R345055	Lake Shore Harbour Sec 3, BLOCK 1, Lot 32	1	32	\$1,328.93	\$39,867.90
4795030010330907	R345056	R345056	Lake Shore Harbour Sec 3, BLOCK 1, Lot 33	1	33	\$1,328.93	\$39,867.90
4795030010330907	R345056	R442806	Lake Shore Harbour Sec 3, BLOCK 1, Lot 33	1	33	\$1,328.93	\$39,867.90
4795030010340907	R345057	R345057	Lake Shore Harbour Sec 3, BLOCK 1, Lot 34	1	34	\$1,328.93	\$39,867.90
4795030010350907	R345058	R345058	Lake Shore Harbour Sec 3, BLOCK 1, Lot 35	1	35	\$1,328.93	\$39,867.90
4795030010360907	R345059	R345059	Lake Shore Harbour Sec 3, BLOCK 1, Lot 36	1	36	\$1,328.93	\$39,867.90
4795030010370907	R345060	R345060	Lake Shore Harbour Sec 3, BLOCK 1, Lot 37	1	37	\$1,328.93	\$39,867.90
4795030010380907	R345061	R345061	Lake Shore Harbour Sec 3, BLOCK 1, Lot 38	1	38	\$1,328.93	\$39,867.90
4795030010390907	R345062	R345062	Lake Shore Harbour Sec 3, BLOCK 1, Lot 39	1	39	\$1,328.93	\$39,867.90
4795030010400907	R345063	R345063	Lake Shore Harbour Sec 3, BLOCK 1, Lot 40	1	40	\$1,328.93	\$39,867.90
4795030010410907	R345064	R345064	Lake Shore Harbour Sec 3, BLOCK 1, Lot 41	1	41	\$1,328.93	\$39,867.90
4795030010420907	R345065	R345065	Lake Shore Harbour Sec 3, BLOCK 1, Lot 42	1	42	\$1,328.93	\$39,867.90
4795030020010907	R345066	R345066	Lake Shore Harbour Sec 3, BLOCK 2, Lot 1	2	1	\$1,328.93	\$39,867.90
4795030020020907	R345067	R345067	Lake Shore Harbour Sec 3, BLOCK 2, Lot 2	2	2	\$1,328.93	\$39,867.90
4795030020030907	R345068	R345068	Lake Shore Harbour Sec 3, BLOCK 2, Lot 3	2	3	\$1,328.93	\$39,867.90
4795030020040907	R345069	R345069	Lake Shore Harbour Sec 3, BLOCK 2, Lot 4	2	4	\$1,328.93	\$39,867.90
4795030020050907	R345070	R345070	Lake Shore Harbour Sec 3, BLOCK 2, Lot 5	2	5	\$1,328.93	\$39,867.90
4795030020060907	R345071	R345071	Lake Shore Harbour Sec 3, BLOCK 2, Lot 6	2	6	\$1,328.93	\$39,867.90
4795030020070907	R345072	R345072	Lake Shore Harbour Sec 3, BLOCK 2, Lot 7	2	7	\$1,328.93	\$39,867.90
4795030020080907	R345073	R345073	Lake Shore Harbour Sec 3, BLOCK 2, Lot 8	2	8	\$1,328.93	\$39,867.90
4795030020090907	R345074	R345074	Lake Shore Harbour Sec 3, BLOCK 2, Lot 9	2	9	\$1,328.93	\$39,867.90
4795030020100907	R345075	R345075	Lake Shore Harbour Sec 3, BLOCK 2, Lot 10	2	10	\$1,328.93	\$39,867.90
4795030020110907	R345076	R345076	Lake Shore Harbour Sec 3, BLOCK 2, Lot 11	2	11	\$1,328.93	\$39,867.90
4795030020120907	R345077	R345077	Lake Shore Harbour Sec 3, BLOCK 2, Lot 12	2	12	\$1,328.93	\$39,867.90
4795030020130907	R345078	R345078	Lake Shore Harbour Sec 3, BLOCK 2, Lot 13	2	13	\$1,328.93	\$39,867.90
4795030020140907	R345079	R345079	Lake Shore Harbour Sec 3, BLOCK 2, Lot 14	2	14	\$1,328.93	\$39,867.90
4795030020150907	R345080	R345080	Lake Shore Harbour Sec 3, BLOCK 2, Lot 15	2	15	\$1,328.93	\$39,867.90
4795030020160907	R345081	R345081	Lake Shore Harbour Sec 3, BLOCK 2, Lot 16	2	16	\$1,328.93	\$39,867.90
4795030020170907	R345082	R345082	Lake Shore Harbour Sec 3, BLOCK 2, Lot 17	2	17	\$1,328.93	\$39,867.90
4795030020180907	R345083	R345083	Lake Shore Harbour Sec 3, BLOCK 2, Lot 18	2	18	\$1,328.93	\$39,867.90
4795030020190907	R345084	R345084	3, BLOCK 2, Lot 19, & 0.007 Acs, Restricted Reser	2	19	\$1,328.93	\$39,867.90
4795030020200907	R345085	R345085	Lake Shore Harbour Sec 3, BLOCK 2, Lot 20	2	20	\$1,328.93	\$39,867.90

**Lake Shore Harbour, Section Three  
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4795030020210907	R345086	R345086	Lake Shore Harbour Sec 3, BLOCK 2, Lot 21	2	21	\$1,328.93	\$39,867.90
4795030020220907	R345087	R345087	Lake Shore Harbour Sec 3, BLOCK 2, Lot 22	2	22	\$1,328.93	\$39,867.90
4795030020230907	R345088	R345088	Lake Shore Harbour Sec 3, BLOCK 2, Lot 23	2	23	\$1,328.93	\$39,867.90
4795030020240907	R345089	R345089	Lake Shore Harbour Sec 3, BLOCK 2, Lot 24	2	24	\$1,328.93	\$39,867.90
4795030020250907	R345090	R345090	Lake Shore Harbour Sec 3, BLOCK 2, Lot 25	2	25	\$1,328.93	\$39,867.90
4795030020260907	R345091	R345091	Lake Shore Harbour Sec 3, BLOCK 2, Lot 26	2	26	\$1,328.93	\$39,867.90
4795030020270907	R345092	R345092	Lake Shore Harbour Sec 3, BLOCK 2, Lot 27	2	27	\$1,328.93	\$39,867.90
4795030020280907	R345093	R345093	Lake Shore Harbour Sec 3, BLOCK 2, Lot 28	2	28	\$1,328.93	\$39,867.90
4795030020290907	R345094	R345094	Lake Shore Harbour Sec 3, BLOCK 2, Lot 29	2	29	\$1,328.93	\$39,867.90
4795030020300907	R345095	R345095	Lake Shore Harbour Sec 3, BLOCK 2, Lot 30	2	30	\$1,328.93	\$39,867.90
4795030020310907	R345096	R345096	Lake Shore Harbour Sec 3, BLOCK 2, Lot 31	2	31	\$1,328.93	\$39,867.90
4795030020320907	R345097	R345097	Lake Shore Harbour Sec 3, BLOCK 2, Lot 32	2	32	\$1,328.93	\$39,867.90
4795030020330907	R345098	R345098	Lake Shore Harbour Sec 3, BLOCK 2, Lot 33	2	33	\$1,328.93	\$39,867.90
4795030020340907	R345099	R345099	Lake Shore Harbour Sec 3, BLOCK 2, Lot 34	2	34	\$1,328.93	\$39,867.90
4795030020350907	R345100	R345100	Lake Shore Harbour Sec 3, BLOCK 2, Lot 35	2	35	\$1,328.93	\$39,867.90
4795030020350907	R345100	R406146	Lake Shore Harbour Sec 3, BLOCK 2, Lot 35	2	35	\$1,328.93	\$39,867.90
4795030020360907	R345101	R345101	Lake Shore Harbour Sec 3, BLOCK 2, Lot 36	2	36	\$1,328.93	\$39,867.90
4795030020370907	R345102	R345102	Lake Shore Harbour Sec 3, BLOCK 2, Lot 37	2	37	\$1,328.93	\$39,867.90
4795030020380907	R345103	R345103	Lake Shore Harbour Sec 3, BLOCK 2, Lot 38	2	38	\$1,328.93	\$39,867.90
4795030020390907	R345104	R345104	Lake Shore Harbour Sec 3, BLOCK 2, Lot 39	2	39	\$1,328.93	\$39,867.90
4795030020400907	R345105	R345105	Lake Shore Harbour Sec 3, BLOCK 2, Lot 40	2	40	\$1,328.93	\$39,867.90
4795030020410907	R345106	R345106	Lake Shore Harbour Sec 3, BLOCK 2, Lot 41	2	41	\$1,328.93	\$39,867.90
4795030020420907	R345107	R345107	Lake Shore Harbour Sec 3, BLOCK 2, Lot 42	2	42	\$1,328.93	\$39,867.90
4795030020430907	R345108	R345108	Lake Shore Harbour Sec 3, BLOCK 2, Lot 43	2	43	\$1,328.93	\$39,867.90
4795030020440907	R345109	R345109	Lake Shore Harbour Sec 3, BLOCK 2, Lot 44	2	44	\$1,328.93	\$39,867.90
4795030020450907	R345110	R345110	Lake Shore Harbour Sec 3, BLOCK 2, Lot 45	2	45	\$1,328.93	\$39,867.90
4795030020460907	R345111	R345111	Lake Shore Harbour Sec 3, BLOCK 2, Lot 46	2	46	\$1,328.93	\$39,867.90
4795030020470907	R345112	R345112	Lake Shore Harbour Sec 3, BLOCK 2, Lot 47	2	47	\$1,328.93	\$39,867.90
4795030020480907	R345113	R345113	Lake Shore Harbour Sec 3, BLOCK 2, Lot 48	2	48	\$1,328.93	\$39,867.90
4795030020490907	R345114	R345114	Lake Shore Harbour Sec 3, BLOCK 2, Lot 49	2	49	\$1,328.93	\$39,867.90
4795030020500907	R345115	R345115	Lake Shore Harbour Sec 3, BLOCK 2, Lot 50	2	50	\$1,328.93	\$39,867.90
4795030020500907	R345115	R408245	Lake Shore Harbour Sec 3, BLOCK 2, Lot 50	2	50	\$1,328.93	\$39,867.90

**Lake Shore Harbour, Section Three  
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4795030020510907	R345116	R345116	Lake Shore Harbour Sec 3, BLOCK 2, Lot 51	2	51	\$1,328.93	\$39,867.90
4795030020520907	R345117	R345117	Lake Shore Harbour Sec 3, BLOCK 2, Lot 52	2	52	\$1,328.93	\$39,867.90
4795030020530907	R345118	R345118	Lake Shore Harbour Sec 3, BLOCK 2, Lot 53	2	53	\$1,328.93	\$39,867.90
4795030020540907	R345119	R345119	Lake Shore Harbour Sec 3, BLOCK 2, Lot 54	2	54	\$1,328.93	\$39,867.90
4795030020550907	R345120	R345120	Lake Shore Harbour Sec 3, BLOCK 2, Lot 55	2	55	\$1,328.93	\$39,867.90
4795030020560907	R345121	R345121	Lake Shore Harbour Sec 3, BLOCK 2, Lot 56	2	56	\$1,328.93	\$39,867.90
4795030020570907	R345122	R345122	Lake Shore Harbour Sec 3, BLOCK 2, Lot 57	2	57	\$1,328.93	\$39,867.90
4795030020580907	R345123	R345123	Lake Shore Harbour Sec 3, BLOCK 2, Lot 58	2	58	\$1,328.93	\$39,867.90
4795030020590907	R345124	R345124	Lake Shore Harbour Sec 3, BLOCK 2, Lot 59	2	59	\$1,328.93	\$39,867.90
4795030020600907	R345125	R345125	Lake Shore Harbour Sec 3, BLOCK 2, Lot 60	2	60	\$1,328.93	\$39,867.90
4795030020610907	R345126	R345126	Lake Shore Harbour Sec 3, BLOCK 2, Lot 61	2	61	\$1,328.93	\$39,867.90
4795030020620907	R345127	R345127	Lake Shore Harbour Sec 3, BLOCK 2, Lot 62	2	62	\$1,328.93	\$39,867.90
4795030020630907	R345128	R345128	Lake Shore Harbour Sec 3, BLOCK 2, Lot 63	2	63	\$1,328.93	\$39,867.90
4795030020640907	R345129	R345129	Lake Shore Harbour Sec 3, BLOCK 2, Lot 64	2	64	\$1,328.93	\$39,867.90
4795030020650907	R345130	R345130	Lake Shore Harbour Sec 3, BLOCK 2, Lot 65	2	65	\$1,328.93	\$39,867.90
4795030020660907	R345131	R345131	Lake Shore Harbour Sec 3, BLOCK 2, Lot 66	2	66	\$1,328.93	\$39,867.90
4795030020670907	R345132	R345132	Lake Shore Harbour Sec 3, BLOCK 2, Lot 67	2	67	\$1,328.93	\$39,867.90
4795030020680907	R345133	R345133	Lake Shore Harbour Sec 3, BLOCK 2, Lot 68	2	68	\$1,328.93	\$39,867.90
4795030020690907	R345134	R345134	Lake Shore Harbour Sec 3, BLOCK 2, Lot 69	2	69	\$1,328.93	\$39,867.90
4795030020700907	R345135	R345135	Lake Shore Harbour Sec 3, Block 2, Lot 70	2	70	\$1,328.93	\$39,867.90
4795030020710907	R345136	R345136	Lake Shore Harbour Sec 3, BLOCK 2, Lot 71	2	71	\$1,328.93	\$39,867.90
4795030020720907	R345137	R345137	Lake Shore Harbour Sec 3, BLOCK 2, Lot 72	2	72	\$1,328.93	\$39,867.90
4795030020730907	R345138	R345138	Lake Shore Harbour Sec 3, BLOCK 2, Lot 73	2	73	\$1,328.93	\$39,867.90
4795030020740907	R345139	R345139	Lake Shore Harbour Sec 3, BLOCK 2, Lot 74	2	74	\$1,328.93	\$39,867.90
4795030020750907	R345140	R345140	Lake Shore Harbour Sec 3, BLOCK 2, Lot 75	2	75	\$1,328.93	\$39,867.90
4795030020760907	R345141	R345141	Lake Shore Harbour Sec 3, BLOCK 2, Lot 76	2	76	\$1,328.93	\$39,867.90
4795030020770907	R345142	R345142	Lake Shore Harbour Sec 3, BLOCK 2, Lot 77	2	77	\$1,328.93	\$39,867.90
4795030020780907	R345143	R345143	Lake Shore Harbour Sec 3, BLOCK 2, Lot 78	2	78	\$1,328.93	\$39,867.90
4795030020790907	R345144	R345144	Lake Shore Harbour Sec 3, BLOCK 2, Lot 79	2	79	\$1,328.93	\$39,867.90
4795030020800907	R345145	R345145	Lake Shore Harbour Sec 3, BLOCK 2, Lot 80	2	80	\$1,328.93	\$39,867.90
4795030020810907	R345146	R345146	Lake Shore Harbour Sec 3, BLOCK 2, Lot 81	2	81	\$1,328.93	\$39,867.90
4795030020820907	R345147	R345147	Lake Shore Harbour Sec 3, BLOCK 2, Lot 82	2	82	\$1,328.93	\$39,867.90

**Lake Shore Harbour, Section Three  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795030020830907	R345148	R345148	Lake Shore Harbour Sec 3, BLOCK 2, Lot 83	2	83	\$1,328.93	\$39,867.90
4795030020840907	R345149	R345149	Lake Shore Harbour Sec 3, BLOCK 2, Lot 84	2	84	\$1,328.93	\$39,867.90
4795030020850907	R345150	R345150	Lake Shore Harbour Sec 3, BLOCK 2, Lot 85	2	85	\$1,328.93	\$39,867.90
4795030020860907	R345151	R345151	Lake Shore Harbour Sec 3, BLOCK 2, Lot 86	2	86	\$1,328.93	\$39,867.90
4795030020870907	R345153	R345153	Lake Shore Harbour Sec 3, BLOCK 2, Lot 87	2	87	\$1,328.93	\$39,867.90
4795030020880907	R345154	R345154	Lake Shore Harbour Sec 3, BLOCK 2, Lot 88	2	88	\$1,328.93	\$39,867.90
4795030020890907	R345155	R345155	Lake Shore Harbour Sec 3, BLOCK 2, Lot 89	2	89	\$1,328.93	\$39,867.90
4795030020900907	R345156	R345156	Lake Shore Harbour Sec 3, BLOCK 2, Lot 90	2	90	\$1,328.93	\$39,867.90
4795030020910907	R345157	R345157	Lake Shore Harbour Sec 3, BLOCK 2, Lot 91	2	91	\$1,328.93	\$39,867.90
4795030020920907	R345158	R345158	Lake Shore Harbour Sec 3, BLOCK 2, Lot 92	2	92	\$1,328.93	\$39,867.90
4795030020930907	R345159	R345159	Lake Shore Harbour Sec 3, BLOCK 2, Lot 93	2	93	\$1,328.93	\$39,867.90
4795030020940907	R345160	R345160	Lake Shore Harbour Sec 3, BLOCK 2, Lot 94	2	94	\$1,328.93	\$39,867.90
4795030020950907	R345161	R345161	Lake Shore Harbour Sec 3, BLOCK 2, Lot 95	2	95	\$1,328.93	\$39,867.90
4795030020960907	R345162	R345162	Lake Shore Harbour Sec 3, BLOCK 2, Lot 96	2	96	\$1,328.93	\$39,867.90
4795030020970907	R345163	R345163	Lake Shore Harbour Sec 3, BLOCK 2, Lot 97	2	97	\$1,328.93	\$39,867.90
4795030020980907	R345164	R345164	Lake Shore Harbour Sec 3, BLOCK 2, Lot 98	2	98	\$1,328.93	\$39,867.90
4795030020990907	R345165	R345165	Lake Shore Harbour Sec 3, BLOCK 2, Lot 99	2	99	\$1,328.93	\$39,867.90
4795030021000907	R345166	R345166	Lake Shore Harbour Sec 3, BLOCK 2, Lot 100	2	100	\$1,328.93	\$39,867.90
4795030021010907	R345167	R345167	Lake Shore Harbour Sec 3, BLOCK 2, Lot 101	2	101	\$1,328.93	\$39,867.90
4795030021020907	R345168	R345168	Lake Shore Harbour Sec 3, BLOCK 2, Lot 102	2	102	\$1,328.93	\$39,867.90
4795030021030907	R345169	R345169	Lake Shore Harbour Sec 3, BLOCK 2, Lot 103	2	103	\$1,328.93	\$39,867.90
4795030021040907	R345170	R345170	Lake Shore Harbour Sec 3, BLOCK 2, Lot 104	2	104	\$1,328.93	\$39,867.90
4795030021050907	R345171	R345171	Lake Shore Harbour Sec 3, BLOCK 2, Lot 105	2	105	\$1,328.93	\$39,867.90
4795030021060907	R345172	R345172	Lake Shore Harbour Sec 3, BLOCK 2, Lot 106	2	106	\$1,328.93	\$39,867.90
4795030021070907	R345173	R345173	Lake Shore Harbour Sec 3, BLOCK 2, Lot 107	2	107	\$1,328.93	\$39,867.90
4795030021080907	R345174	R345174	Lake Shore Harbour Sec 3, Block 2, Lot 108	2	108	\$1,328.93	\$39,867.90
4795030021090907	R345175	R345175	Lake Shore Harbour Sec 3, Block 2, Lot 109	2	109	\$1,328.93	\$39,867.90
4795030021100907	R345176	R345176	Lake Shore Harbour Sec 3, BLOCK 2, Lot 110	2	110	\$1,328.93	\$39,867.90
4795030021110907	R345177	R345177	Lake Shore Harbour Sec 3, BLOCK 2, Lot 111	2	111	\$1,328.93	\$39,867.90
4795030021120907	R345178	R345178	Lake Shore Harbour Sec 3, BLOCK 2, Lot 112	2	112	\$1,328.93	\$39,867.90
4795030021130907	R345179	R345179	Lake Shore Harbour Sec 3, BLOCK 2, Lot 113	2	113	\$1,328.93	\$39,867.90
4795030021140907	R345180	R345180	Lake Shore Harbour Sec 3, BLOCK 2, Lot 114	2	114	\$1,328.93	\$39,867.90

**Lake Shore Harbour, Section Three  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795030021150907	R345181	R345181	Lake Shore Harbour Sec 3, BLOCK 2, Lot 115	2	115	\$1,328.93	\$39,867.90
4795030021160907	R345182	R345182	Lake Shore Harbour Sec 3, BLOCK 2, Lot 116	2	116	\$1,328.93	\$39,867.90
4795030021170907	R345183	R345183	Lake Shore Harbour Sec 3, BLOCK 2, Lot 117	2	117	\$1,328.93	\$39,867.90
4795030021170907	R345183	R375609	Lake Shore Harbour Sec 3, BLOCK 2, Lot 117	2	117	\$1,328.93	\$39,867.90
4795030021180907	R345184	R345184	Lake Shore Harbour Sec 3, BLOCK 2, Lot 118	2	118	\$1,328.93	\$39,867.90
4795030021190907	R345185	R345185	Lake Shore Harbour Sec 3, BLOCK 2, Lot 119	2	119	\$1,328.93	\$39,867.90
4795030030010907	R345186	R345186	Lake Shore Harbour Sec 3, BLOCK 3, Lot 1	3	1	\$1,328.93	\$39,867.90
4795030030020907	R345187	R345187	Lake Shore Harbour Sec 3, BLOCK 3, Lot 2	3	2	\$1,328.93	\$39,867.90
4795030030030907	R345188	R345188	Lake Shore Harbour Sec 3, BLOCK 3, Lot 3	3	3	\$1,328.93	\$39,867.90
4795030030040907	R345189	R345189	Lake Shore Harbour Sec 3, BLOCK 3, Lot 4	3	4	\$1,328.93	\$39,867.90
4795030030050907	R345190	R345190	Lake Shore Harbour Sec 3, BLOCK 3, Lot 5	3	5	\$1,328.93	\$39,867.90
4795030030060907	R345191	R345191	Lake Shore Harbour Sec 3, BLOCK 3, Lot 6	3	6	\$1,328.93	\$39,867.90
4795030030070907	R345192	R345192	Lake Shore Harbour Sec 3, BLOCK 3, Lot 7	3	7	\$1,328.93	\$39,867.90
4795030030080907	R345193	R345193	Lake Shore Harbour Sec 3, BLOCK 3, Lot 8	3	8	\$1,328.93	\$39,867.90
4795030030090907	R345194	R345194	Lake Shore Harbour Sec 3, BLOCK 3, Lot 9	3	9	\$1,328.93	\$39,867.90
4795030030100907	R345195	R345195	Lake Shore Harbour Sec 3, BLOCK 3, Lot 10	3	10	\$1,328.93	\$39,867.90
4795030030110907	R345196	R345196	Lake Shore Harbour Sec 3, BLOCK 3, Lot 11	3	11	\$1,328.93	\$39,867.90
<b>Total</b>						<b>\$235,220.61</b>	<b>\$7,056,618.30</b>

**Lake Shore Harbour, Section Four  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795040010010907	R395120	R395120	Lake Shore Harbour Sec 4, BLOCK 1, Lot 1	1	1	\$1,400.00	\$42,000.00
4795040010020907	R395121	R395121	Lake Shore Harbour Sec 4, BLOCK 1, Lot 2	1	2	\$1,400.00	\$42,000.00
4795040010030907	R395122	R395122	Lake Shore Harbour Sec 4, BLOCK 1, Lot 3	1	3	\$1,400.00	\$42,000.00
4795040010040907	R395123	R395123	Lake Shore Harbour Sec 4, BLOCK 1, Lot 4	1	4	\$1,400.00	\$42,000.00
4795040010050907	R395124	R395124	Lake Shore Harbour Sec 4, BLOCK 1, Lot 5	1	5	\$1,400.00	\$42,000.00
4795040010060907	R395125	R395125	Lake Shore Harbour Sec 4, BLOCK 1, Lot 6	1	6	\$1,400.00	\$42,000.00
4795040010070907	R395126	R395126	Lake Shore Harbour Sec 4, BLOCK 1, Lot 7	1	7	\$1,400.00	\$42,000.00
4795040010080907	R395127	R395127	Lake Shore Harbour Sec 4, BLOCK 1, Lot 8	1	8	\$1,400.00	\$42,000.00
4795040010090907	R395128	R395128	Lake Shore Harbour Sec 4, BLOCK 1, Lot 9	1	9	\$1,400.00	\$42,000.00
4795040010100907	R395129	R395129	Lake Shore Harbour Sec 4, BLOCK 1, Lot 10	1	10	\$1,400.00	\$42,000.00
4795040010110907	R395130	R395130	Lake Shore Harbour Sec 4, BLOCK 1, Lot 11	1	11	\$1,400.00	\$42,000.00
4795040010120907	R395131	R395131	Lake Shore Harbour Sec 4, BLOCK 1, Lot 12	1	12	\$1,400.00	\$42,000.00
4795040010130907	R395132	R395132	Lake Shore Harbour Sec 4, BLOCK 1, Lot 13	1	13	\$1,400.00	\$42,000.00
4795040010140907	R395133	R395133	Lake Shore Harbour Sec 4, BLOCK 1, Lot 14	1	14	\$1,400.00	\$42,000.00
4795040010150907	R395134	R395134	Lake Shore Harbour Sec 4, BLOCK 1, Lot 15	1	15	\$1,400.00	\$42,000.00
4795040010160907	R395135	R395135	Lake Shore Harbour Sec 4, BLOCK 1, Lot 16	1	16	\$1,400.00	\$42,000.00
4795040010170907	R395136	R395136	Lake Shore Harbour Sec 4, BLOCK 1, Lot 17	1	17	\$1,400.00	\$42,000.00
4795040010180907	R395137	R395137	Lake Shore Harbour Sec 4, BLOCK 1, Lot 18	1	18	\$1,400.00	\$42,000.00
4795040010190907	R395138	R395138	Lake Shore Harbour Sec 4, BLOCK 1, Lot 19	1	19	\$1,400.00	\$42,000.00
4795040010200907	R395139	R395139	Lake Shore Harbour Sec 4, BLOCK 1, Lot 20	1	20	\$1,400.00	\$42,000.00
4795040010210907	R395140	R395140	Lake Shore Harbour Sec 4, BLOCK 1, Lot 21	1	21	\$1,400.00	\$42,000.00
4795040010220907	R395141	R395141	Lake Shore Harbour Sec 4, BLOCK 1, Lot 22	1	22	\$1,400.00	\$42,000.00
4795040010230907	R395142	R395142	Lake Shore Harbour Sec 4, BLOCK 1, Lot 23	1	23	\$1,400.00	\$42,000.00
4795040010240907	R395143	R395143	Lake Shore Harbour Sec 4, BLOCK 1, Lot 24	1	24	\$1,400.00	\$42,000.00
4795040010250907	R395144	R395144	Lake Shore Harbour Sec 4, BLOCK 1, Lot 25	1	25	\$1,400.00	\$42,000.00
4795040010260907	R395145	R395145	Lake Shore Harbour Sec 4, BLOCK 1, Lot 26	1	26	\$1,400.00	\$42,000.00
4795040010270907	R395146	R395146	Lake Shore Harbour Sec 4, BLOCK 1, Lot 27	1	27	\$1,400.00	\$42,000.00
4795040010280907	R395147	R395147	Lake Shore Harbour Sec 4, BLOCK 1, Lot 28	1	28	\$1,400.00	\$42,000.00
4795040010290907	R395148	R395148	Lake Shore Harbour Sec 4, BLOCK 1, Lot 29	1	29	\$1,400.00	\$42,000.00
4795040010300907	R395149	R395149	Lake Shore Harbour Sec 4, BLOCK 1, Lot 30	1	30	\$1,400.00	\$42,000.00
4795040010310907	R395150	R395150	Lake Shore Harbour Sec 4, BLOCK 1, Lot 31	1	31	\$1,400.00	\$42,000.00
4795040010320907	R395151	R395151	Lake Shore Harbour Sec 4, BLOCK 1, Lot 32	1	32	\$1,400.00	\$42,000.00
4795040010330907	R395152	R395152	Lake Shore Harbour Sec 4, BLOCK 1, Lot 33	1	33	\$1,400.00	\$42,000.00
4795040010340907	R395153	R395153	Lake Shore Harbour Sec 4, BLOCK 1, Lot 34	1	34	\$1,400.00	\$42,000.00
4795040010350907	R395154	R395154	Lake Shore Harbour Sec 4, BLOCK 1, Lot 35	1	35	\$1,400.00	\$42,000.00
4795040010360907	R395155	R395155	Lake Shore Harbour Sec 4, BLOCK 1, Lot 36	1	36	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Four  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property ID	Owner ID	Legal Description	Block	Lot	Annual Assessment	Thirty Year Assessment
4795040010370907	R395156	R395156	Lake Shore Harbour Sec 4, BLOCK 1, Lot 37	1	37	\$1,400.00	\$42,000.00
4795040010380907	R395157	R395157	Lake Shore Harbour Sec 4, BLOCK 1, Lot 38	1	38	\$1,400.00	\$42,000.00
4795040010390907	R395158	R395158	Lake Shore Harbour Sec 4, BLOCK 1, Lot 39	1	39	\$1,400.00	\$42,000.00
4795040010400907	R395159	R395159	Lake Shore Harbour Sec 4, BLOCK 1, Lot 40	1	40	\$1,400.00	\$42,000.00
4795040010410907	R395160	R395160	Lake Shore Harbour Sec 4, BLOCK 1, Lot 41	1	41	\$1,400.00	\$42,000.00
4795040010420907	R395161	R395161	Lake Shore Harbour Sec 4, BLOCK 1, Lot 42	1	42	\$1,400.00	\$42,000.00
4795040010430907	R395162	R395162	Lake Shore Harbour Sec 4, BLOCK 1, Lot 43	1	43	\$1,400.00	\$42,000.00
4795040010440907	R395163	R395163	Lake Shore Harbour Sec 4, BLOCK 1, Lot 44	1	44	\$1,400.00	\$42,000.00
4795040010450907	R395164	R395164	Lake Shore Harbour Sec 4, BLOCK 1, Lot 45	1	45	\$1,400.00	\$42,000.00
4795040010460907	R395165	R395165	Lake Shore Harbour Sec 4, BLOCK 1, Lot 46	1	46	\$1,400.00	\$42,000.00
4795040010470907	R395166	R395166	Lake Shore Harbour Sec 4, BLOCK 1, Lot 47	1	47	\$1,400.00	\$42,000.00
4795040010480907	R395167	R395167	Lake Shore Harbour Sec 4, BLOCK 1, Lot 48	1	48	\$1,400.00	\$42,000.00
4795040010490907	R395168	R395168	Lake Shore Harbour Sec 4, BLOCK 1, Lot 49	1	49	\$1,400.00	\$42,000.00
4795040010500907	R395169	R395169	Lake Shore Harbour Sec 4, BLOCK 1, Lot 50	1	50	\$1,400.00	\$42,000.00
4795040010510907	R395170	R395170	Lake Shore Harbour Sec 4, BLOCK 1, Lot 51	1	51	\$1,400.00	\$42,000.00
4795040010520907	R395171	R395171	Lake Shore Harbour Sec 4, BLOCK 1, Lot 52	1	52	\$1,400.00	\$42,000.00
4795040010530907	R395172	R395172	Lake Shore Harbour Sec 4, BLOCK 1, Lot 53	1	53	\$1,400.00	\$42,000.00
4795040010540907	R395173	R395173	Lake Shore Harbour Sec 4, BLOCK 1, Lot 54	1	54	\$1,400.00	\$42,000.00
4795040010550907	R395174	R395174	Lake Shore Harbour Sec 4, BLOCK 1, Lot 55	1	55	\$1,400.00	\$42,000.00
4795040010560907	R395175	R395175	Lake Shore Harbour Sec 4, BLOCK 1, Lot 56	1	56	\$1,400.00	\$42,000.00
4795040010570907	R395176	R395176	Lake Shore Harbour Sec 4, BLOCK 1, Lot 57	1	57	\$1,400.00	\$42,000.00
4795040010580907	R395177	R395177	Lake Shore Harbour Sec 4, BLOCK 1, Lot 58	1	58	\$1,400.00	\$42,000.00
4795040010590907	R395178	R395178	Lake Shore Harbour Sec 4, BLOCK 1, Lot 59	1	59	\$1,400.00	\$42,000.00
4795040010600907	R395179	R395179	Lake Shore Harbour Sec 4, BLOCK 1, Lot 60	1	60	\$1,400.00	\$42,000.00
4795040010610907	R395180	R395180	Lake Shore Harbour Sec 4, BLOCK 1, Lot 61	1	61	\$1,400.00	\$42,000.00
4795040010620907	R395181	R395181	Lake Shore Harbour Sec 4, BLOCK 1, Lot 62	1	62	\$1,400.00	\$42,000.00
4795040010630907	R395182	R395182	Lake Shore Harbour Sec 4, BLOCK 1, Lot 63	1	63	\$1,400.00	\$42,000.00
4795040010630907	R395182	R430036	Lake Shore Harbour Sec 4, BLOCK 1, Lot 63	1	63	\$1,400.00	\$42,000.00
4795040020010907	R395183	R395183	Lake Shore Harbour Sec 4, BLOCK 2, Lot 1	2	1	\$1,400.00	\$42,000.00
4795040020020907	R395184	R395184	Lake Shore Harbour Sec 4, BLOCK 2, Lot 2	2	2	\$1,400.00	\$42,000.00
4795040020030907	R395185	R395185	Lake Shore Harbour Sec 4, BLOCK 2, Lot 3	2	3	\$1,400.00	\$42,000.00
4795040020040907	R395186	R395186	Lake Shore Harbour Sec 4, BLOCK 2, Lot 4	2	4	\$1,400.00	\$42,000.00
4795040020050907	R395187	R395187	Lake Shore Harbour Sec 4, BLOCK 2, Lot 5	2	5	\$1,400.00	\$42,000.00
4795040020060907	R395188	R395188	Lake Shore Harbour Sec 4, BLOCK 2, Lot 6	2	6	\$1,400.00	\$42,000.00
4795040020070907	R395189	R395189	Lake Shore Harbour Sec 4, BLOCK 2, Lot 7	2	7	\$1,400.00	\$42,000.00
4795040020080907	R395190	R395190	Lake Shore Harbour Sec 4, BLOCK 2, Lot 8	2	8	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Four  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795040020090907	R395191	R456233	Lake Shore Harbour Sec 4, BLOCK 2, Lot 9	2	9	\$1,400.00	\$42,000.00
4795040020090907	R395191	R456234	Lake Shore Harbour Sec 4, BLOCK 2, Lot 9	2	9	\$1,400.00	\$42,000.00
4795040020100907	R395192	R395192	Lake Shore Harbour Sec 4, BLOCK 2, Lot 10	2	10	\$1,400.00	\$42,000.00
4795040020110907	R395193	R395193	Lake Shore Harbour Sec 4, BLOCK 2, Lot 11	2	11	\$1,400.00	\$42,000.00
4795040020120907	R395194	R395194	Lake Shore Harbour Sec 4, BLOCK 2, Lot 12	2	12	\$1,400.00	\$42,000.00
4795040020130907	R395195	R395195	Lake Shore Harbour Sec 4, BLOCK 2, Lot 13	2	13	\$1,400.00	\$42,000.00
4795040020140907	R395196	R395196	Lake Shore Harbour Sec 4, BLOCK 2, Lot 14	2	14	\$1,400.00	\$42,000.00
4795040020150907	R395197	R395197	Lake Shore Harbour Sec 4, BLOCK 2, Lot 15	2	15	\$1,400.00	\$42,000.00
4795040020160907	R395198	R395198	Lake Shore Harbour Sec 4, BLOCK 2, Lot 16	2	16	\$1,400.00	\$42,000.00
4795040020170907	R395199	R395199	Lake Shore Harbour Sec 4, BLOCK 2, Lot 17	2	17	\$1,400.00	\$42,000.00
4795040020180907	R395200	R395200	Lake Shore Harbour Sec 4, BLOCK 2, Lot 18	2	18	\$1,400.00	\$42,000.00
4795040020190907	R395201	R395201	Lake Shore Harbour Sec 4, BLOCK 2, Lot 19	2	19	\$1,400.00	\$42,000.00
4795040020200907	R395202	R395202	Lake Shore Harbour Sec 4, BLOCK 2, Lot 20	2	20	\$1,400.00	\$42,000.00
4795040020210907	R395203	R395203	Lake Shore Harbour Sec 4, BLOCK 2, Lot 21	2	21	\$1,400.00	\$42,000.00
4795040020220907	R395204	R395204	Lake Shore Harbour Sec 4, BLOCK 2, Lot 22	2	22	\$1,400.00	\$42,000.00
4795040020230907	R395205	R395205	Lake Shore Harbour Sec 4, BLOCK 2, Lot 23	2	23	\$1,400.00	\$42,000.00
4795040020240907	R395206	R395206	Lake Shore Harbour Sec 4, BLOCK 2, Lot 24	2	24	\$1,400.00	\$42,000.00
4795040020250907	R395207	R395207	Lake Shore Harbour Sec 4, BLOCK 2, Lot 25	2	25	\$1,400.00	\$42,000.00
4795040020260907	R395208	R395208	Lake Shore Harbour Sec 4, BLOCK 2, Lot 26	2	26	\$1,400.00	\$42,000.00
4795040020270907	R395209	R395209	Lake Shore Harbour Sec 4, BLOCK 2, Lot 27	2	27	\$1,400.00	\$42,000.00
4795040020280907	R395210	R395210	Lake Shore Harbour Sec 4, BLOCK 2, Lot 28	2	28	\$1,400.00	\$42,000.00
<b>Total</b>						<b>\$130,200.00</b>	<b>\$3,906,000.00</b>

**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property ID	Owner ID	Legal Description	Block	Lot	Assessment Payment Status	Original Assessment	Annual Installments	Thirty Year Assessment
4795050010010907	R428634	R428634	Lake Shore Harbour Sec 5, BLOCK 1, Lot 1	1	1	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010020907	R428635	R428635	Lake Shore Harbour Sec 5, BLOCK 1, Lot 2	1	2	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010030907	R428636	R428636	Lake Shore Harbour Sec 5, BLOCK 1, Lot 3	1	3	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010040907	R428637	R428637	Lake Shore Harbour Sec 5, BLOCK 1, Lot 4	1	4	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010050907	R428638	R428638	Lake Shore Harbour Sec 5, BLOCK 1, Lot 5	1	5	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010060907	R428639	R428639	Lake Shore Harbour Sec 5, BLOCK 1, Lot 6	1	6	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010070907	R428640	R465796	Lake Shore Harbour Sec 5, BLOCK 1, Lot 7	1	7	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050010070907	R428640	R465797	Lake Shore Harbour Sec 5, BLOCK 1, Lot 7	1	7	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050010080907	R428641	R428641	Lake Shore Harbour Sec 5, BLOCK 1, Lot 8	1	8	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010090907	R428642	R428642	Lake Shore Harbour Sec 5, BLOCK 1, Lot 9	1	9	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010100907	R428643	R428643	Lake Shore Harbour Sec 5, BLOCK 1, Lot 10	1	10	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010110907	R428644	R428644	Lake Shore Harbour Sec 5, BLOCK 1, Lot 11	1	11	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010120907	R428645	R428645	Lake Shore Harbour Sec 5, BLOCK 1, Lot 12	1	12	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010130907	R428646	R428646	Lake Shore Harbour Sec 5, BLOCK 1, Lot 13	1	13	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010140907	R428647	R428647	Lake Shore Harbour Sec 5, BLOCK 1, Lot 14	1	14	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010150907	R428648	R428648	Lake Shore Harbour Sec 5, BLOCK 1, Lot 15	1	15	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010160907	R428649	R428649	Lake Shore Harbour Sec 5, BLOCK 1, Lot 16	1	16	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050010170907	R428650	R428650	Lake Shore Harbour Sec 5, BLOCK 1, Lot 17	1	17	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020010907	R428651	R428651	Lake Shore Harbour Sec 5, BLOCK 2, Lot 1	2	1	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020020907	R428652	R428652	Lake Shore Harbour Sec 5, BLOCK 2, Lot 2	2	2	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020030907	R428653	R428653	Lake Shore Harbour Sec 5, BLOCK 2, Lot 3	2	3	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020040907	R428654	R428654	Lake Shore Harbour Sec 5, BLOCK 2, Lot 4	2	4	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020050907	R428655	R428655	Lake Shore Harbour Sec 5, BLOCK 2, Lot 5	2	5	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020060907	R428656	R428656	Lake Shore Harbour Sec 5, BLOCK 2, Lot 6	2	6	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020070907	R428657	R428657	Lake Shore Harbour Sec 5, BLOCK 2, Lot 7	2	7	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020080907	R428658	R428658	Lake Shore Harbour Sec 5, BLOCK 2, Lot 8	2	8	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020090907	R428659	R452198	Lake Shore Harbour Sec 5, BLOCK 2, Lot 9	2	9	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020090907	R428659	R428659	Lake Shore Harbour Sec 5, BLOCK 2, Lot 9	2	9	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020100907	R428660	R428660	Lake Shore Harbour Sec 5, BLOCK 2, Lot 10	2	10	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020110907	R428661	R428661	Lake Shore Harbour Sec 5, BLOCK 2, Lot 11	2	11	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020120907	R428662	R428662	Lake Shore Harbour Sec 5, BLOCK 2, Lot 12	2	12	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020130907	R428663	R428663	Lake Shore Harbour Sec 5, BLOCK 2, Lot 13	2	13	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020140907	R428664	R455560	Lake Shore Harbour Sec 5, BLOCK 2, Lot 14	2	14	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020140907	R428664	R428664	Lake Shore Harbour Sec 5, BLOCK 2, Lot 14	2	14	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020150907	R428665	R428665	Lake Shore Harbour Sec 5, BLOCK 2, Lot 15	2	15	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020160907	R428666	R428666	Lake Shore Harbour Sec 5, BLOCK 2, Lot 16	2	16	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020170907	R428667	R428667	Lake Shore Harbour Sec 5, BLOCK 2, Lot 17	2	17	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020180907	R428668	R428668	Lake Shore Harbour Sec 5, BLOCK 2, Lot 18	2	18	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020191907	R428669	R428669	Lake Shore Harbour Sec 5, BLOCK 2, Lot 19	2	19	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020200907	R428670	R428670	Lake Shore Harbour Sec 5, BLOCK 2, Lot 20	2	20	New	\$18,282.15	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

Long Property ID	Short Property ID	Owner ID	Legal Description	Block	Lot	Assessment Payment Status	Original Assessment	Annual Installments	Thirty Year Assessment
4795050020210907	R428671	R428671	Lake Shore Harbour Sec 5, BLOCK 2, Lot 21	2	21	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020220907	R428672	R428672	Lake Shore Harbour Sec 5, BLOCK 2, Lot 22	2	22	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020230907	R428673	R428673	Lake Shore Harbour Sec 5, BLOCK 2, Lot 23	2	23	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020240907	R428674	R428674	Lake Shore Harbour Sec 5, BLOCK 2, Lot 24	2	24	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020250907	R428675	R428675	Lake Shore Harbour Sec 5, BLOCK 2, Lot 25	2	25	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020260907	R428676	R428676	Lake Shore Harbour Sec 5, BLOCK 2, Lot 26	2	26	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020270907	R428677	R428677	Lake Shore Harbour Sec 5, BLOCK 2, Lot 27	2	27	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020280907	R428678	R428678	Lake Shore Harbour Sec 5, BLOCK 2, Lot 28	2	28	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020290907	R428679	R428679	Lake Shore Harbour Sec 5, BLOCK 2, Lot 29	2	29	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020300907	R428680	R428680	Lake Shore Harbour Sec 5, BLOCK 2, Lot 30	2	30	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020310907	R428681	R428681	Lake Shore Harbour Sec 5, BLOCK 2, Lot 31	2	31	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020321907	R428682	R428682	Lake Shore Harbour Sec 5, BLOCK 2, Lot 32	2	32	New	\$9,141.08	\$700.00	\$21,000.00
4795050020321907	R428682	R453559	Lake Shore Harbour Sec 5, BLOCK 2, Lot 32	2	32	New	\$9,141.08	\$700.00	\$21,000.00
4795050020330907	R428683	R428683	Lake Shore Harbour Sec 5, BLOCK 2, Lot 33	2	33	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020340907	R428684	R428684	Lake Shore Harbour Sec 5, BLOCK 2, Lot 34	2	34	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020350907	R428685	R428685	Lake Shore Harbour Sec 5, BLOCK 2, Lot 35	2	35	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020360907	R428686	R428686	Lake Shore Harbour Sec 5, BLOCK 2, Lot 36	2	36	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020370907	R428687	R428687	Lake Shore Harbour Sec 5, BLOCK 2, Lot 37	2	37	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020380907	R428688	R428688	Lake Shore Harbour Sec 5, BLOCK 2, Lot 38	2	38	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020390907	R428689	R428689	Lake Shore Harbour Sec 5, BLOCK 2, Lot 39	2	39	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020400907	R428690	R428690	Lake Shore Harbour Sec 5, BLOCK 2, Lot 40	2	40	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020410907	R428691	R428691	Lake Shore Harbour Sec 5, BLOCK 2, Lot 41	2	41	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020420907	R428692	R428692	Lake Shore Harbour Sec 5, BLOCK 2, Lot 42	2	42	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020430907	R428693	R428693	Lake Shore Harbour Sec 5, BLOCK 2, Lot 43	2	43	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020440907	R428694	R428694	Lake Shore Harbour Sec 5, BLOCK 2, Lot 44	2	44	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020450907	R428695	R428695	Lake Shore Harbour Sec 5, BLOCK 2, Lot 45	2	45	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020460907	R428696	R428696	Lake Shore Harbour Sec 5, BLOCK 2, Lot 46	2	46	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020470907	R428697	R428697	Lake Shore Harbour Sec 5, BLOCK 2, Lot 47	2	47	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020480907	R428698	R428698	Lake Shore Harbour Sec 5, BLOCK 2, Lot 48	2	48	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020490907	R428699	R428699	Lake Shore Harbour Sec 5, BLOCK 2, Lot 49	2	49	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020500907	R428700	R428700	Lake Shore Harbour Sec 5, BLOCK 2, Lot 50	2	50	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020510907	R428701	R428701	Lake Shore Harbour Sec 5, BLOCK 2, Lot 51	2	51	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020520907	R428702	R428702	Lake Shore Harbour Sec 5, BLOCK 2, Lot 52	2	52	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020530907	R428703	R428703	Lake Shore Harbour Sec 5, BLOCK 2, Lot 53	2	53	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020540907	R428704	R428704	Lake Shore Harbour Sec 5, BLOCK 2, Lot 54	2	54	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020550907	R428705	R428705	Lake Shore Harbour Sec 5, BLOCK 2, Lot 55	2	55	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020550907	R428705	R460929	Lake Shore Harbour Sec 5, BLOCK 2, Lot 55	2	55	Existing	\$9,141.08	\$700.00	\$21,000.00
4795050020560907	R428706	R428706	Lake Shore Harbour Sec 5, BLOCK 2, Lot 56	2	56	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020570907	R428707	R428707	Lake Shore Harbour Sec 5, BLOCK 2, Lot 57	2	57	Existing	\$18,282.15	\$1,400.00	\$42,000.00
4795050020580907	R428708	R428708	Lake Shore Harbour Sec 5, BLOCK 2, Lot 58	2	58	New	\$18,282.15	\$1,400.00	\$42,000.00

**Lake Shore Harbour, Section Five  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Assessment Payment Status</b>	<b>Original Assessment</b>	<b>Annual Installments</b>	<b>Thirty Year Assessment</b>
4795050020590907	R428709	R428709	Lake Shore Harbour Sec 5, BLOCK 2, Lot 59	2	59	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020600907	R428710	R428710	Lake Shore Harbour Sec 5, BLOCK 2, Lot 60	2	60	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020610907	R428711	R428711	Lake Shore Harbour Sec 5, BLOCK 2, Lot 61	2	61	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020620907	R428712	R428712	Lake Shore Harbour Sec 5, BLOCK 2, Lot 62	2	62	New	\$18,282.15	\$1,400.00	\$42,000.00
4795050020630907	R428713	R428713	Lake Shore Harbour Sec 5, BLOCK 2, Lot 63	2	63	New	\$18,282.15	\$1,400.00	\$42,000.00
<b>Total</b>							<b>\$1,462,572.00</b>	<b>\$112,000.00</b>	<b>\$3,360,000.00</b>

**Lake Shore Harbour, Section Six  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795060020010907	R449854	R449854	Lake Shore Harbour Sec 6, BLOCK 2, Lot 1	2	10	\$781.24	\$23,437.29
4795060020020907	R449855	R449855	Lake Shore Harbour Sec 6, BLOCK 2, Lot 2	2	20	\$781.24	\$23,437.29
4795060020030907	R449856	R449856	Lake Shore Harbour Sec 6, BLOCK 2, Lot 3	2	30	\$781.24	\$23,437.29
4795060020040907	R449857	R449857	Lake Shore Harbour Sec 6, BLOCK 2, Lot 4	2	40	\$781.24	\$23,437.29
4795060020050907	R449858	R449858	Lake Shore Harbour Sec 6, BLOCK 2, Lot 5	2	50	\$781.24	\$23,437.29
4795060020060907	R449859	R449859	Lake Shore Harbour Sec 6, BLOCK 2, Lot 6	2	60	\$781.24	\$23,437.29
<b>Total</b>						<b>\$4,687.44</b>	<b>\$140,623.74</b>

**Lake Shore Harbour, Section Eight  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795-08-001-0010-907	R480658	R480658	Lake Shore Harbour Sec 8, BLOCK 1, Lot 1	1	1	\$2,884.63	\$86,538.90
4795-08-001-0020-907	R480659	R480659	Lake Shore Harbour Sec 8, BLOCK 1, Lot 2	1	2	\$2,884.63	\$86,538.90
4795-08-002-0010-907	R480660	R480660	Lake Shore Harbour Sec 8, BLOCK 2, Lot 1	2	1	\$2,884.63	\$86,538.90
4795-08-002-0020-907	R480661	R480661	Lake Shore Harbour Sec 8, BLOCK 2, Lot 2	2	2	\$2,884.63	\$86,538.90
4795-08-002-0030-907	R480662	R480662	Lake Shore Harbour Sec 8, BLOCK 2, Lot 3	2	3	\$2,884.63	\$86,538.90
4795-08-002-0040-907	R480663	R480663	Lake Shore Harbour Sec 8, BLOCK 2, Lot 4	2	4	\$2,884.63	\$86,538.90
4795-08-002-0050-907	R480664	R480664	Lake Shore Harbour Sec 8, BLOCK 2, Lot 5	2	5	\$2,884.63	\$86,538.90
4795-08-002-0060-907	R480665	R480665	Lake Shore Harbour Sec 8, BLOCK 2, Lot 6	2	6	\$2,884.63	\$86,538.90
4795-08-002-0070-907	R480666	R480666	Lake Shore Harbour Sec 8, BLOCK 2, Lot 7	2	7	\$2,884.63	\$86,538.90
4795-08-002-0080-907	R480667	R480667	Lake Shore Harbour Sec 8, BLOCK 2, Lot 8	2	8	\$2,884.63	\$86,538.90
4795-08-002-0090-907	R480668	R480668	Lake Shore Harbour Sec 8, BLOCK 2, Lot 9	2	9	\$2,884.63	\$86,538.90
4795-08-002-0100-907	R480669	R480669	Lake Shore Harbour Sec 8, BLOCK 2, Lot 10	2	10	\$2,884.63	\$86,538.90
4795-08-002-0110-907	R480670	R480670	Lake Shore Harbour Sec 8, BLOCK 2, Lot 11	2	11	\$2,884.63	\$86,538.90
4795-08-002-0120-907	R480671	R480671	Lake Shore Harbour Sec 8, BLOCK 2, Lot 12	2	12	\$2,884.63	\$86,538.90
4795-08-002-0130-907	R480672	R480672	Lake Shore Harbour Sec 8, BLOCK 2, Lot 13	2	13	\$2,884.63	\$86,538.90
4795-08-002-0140-907	R480673	R480673	Lake Shore Harbour Sec 8, BLOCK 2, Lot 14	2	14	\$2,884.63	\$86,538.90
4795-08-002-0150-907	R480674	R480674	Lake Shore Harbour Sec 8, BLOCK 2, Lot 15	2	15	\$2,884.63	\$86,538.90
4795-08-002-0160-907	R480675	R480675	Lake Shore Harbour Sec 8, BLOCK 2, Lot 16	2	16	\$2,884.63	\$86,538.90
4795-08-002-0170-907	R480676	R480676	Lake Shore Harbour Sec 8, BLOCK 2, Lot 17	2	17	\$2,884.63	\$86,538.90
4795-08-002-0180-907	R480677	R480677	Lake Shore Harbour Sec 8, BLOCK 2, Lot 18	2	18	\$2,884.63	\$86,538.90
4795-08-002-0190-907	R480678	R480678	Lake Shore Harbour Sec 8, BLOCK 2, Lot 19	2	19	\$2,884.63	\$86,538.90
4795-08-002-0200-907	R480679	R480679	Lake Shore Harbour Sec 8, BLOCK 2, Lot 20	2	20	\$2,884.63	\$86,538.90
4795-08-002-0210-907	R480680	R480680	Lake Shore Harbour Sec 8, BLOCK 2, Lot 21	2	21	\$2,884.63	\$86,538.90
4795-08-002-0220-907	R480681	R480681	Lake Shore Harbour Sec 8, BLOCK 2, Lot 22	2	22	\$2,884.63	\$86,538.90
4795-08-002-0230-907	R480682	R480682	Lake Shore Harbour Sec 8, BLOCK 2, Lot 23	2	23	\$2,884.63	\$86,538.90
4795-08-002-0240-907	R480683	R480683	Lake Shore Harbour Sec 8, BLOCK 2, Lot 24	2	24	\$2,884.63	\$86,538.90
4795-08-002-0250-907	R480684	R480684	Lake Shore Harbour Sec 8, BLOCK 2, Lot 25	2	25	\$2,884.63	\$86,538.90
4795-08-002-0260-907	R480685	R480685	Lake Shore Harbour Sec 8, BLOCK 2, Lot 26	2	26	\$2,884.63	\$86,538.90
4795-08-002-0270-907	R480686	R480686	Lake Shore Harbour Sec 8, BLOCK 2, Lot 27	2	27	\$2,884.63	\$86,538.90

**Lake Shore Harbour, Section Eight  
Assessment Roll  
Public Improvement District Number Two  
Missouri City, Fort Bend County, Texas**

<b>Long Property ID</b>	<b>Short Property ID</b>	<b>Owner ID</b>	<b>Legal Description</b>	<b>Block</b>	<b>Lot</b>	<b>Annual Assessment</b>	<b>Thirty Year Assessment</b>
4795-08-002-0280-907	R480687	R480687	Lake Shore Harbour Sec 8, BLOCK 2, Lot 28	2	28	\$2,884.63	\$86,538.90
4795-08-002-0290-907	R480688	R480688	Lake Shore Harbour Sec 8, BLOCK 2, Lot 29	2	29	\$2,884.63	\$86,538.90
4795-08-002-0300-907	R480689	R480689	Lake Shore Harbour Sec 8, BLOCK 2, Lot 30	2	30	\$2,884.63	\$86,538.90
4795-08-002-0310-907	R480690	R480690	Lake Shore Harbour Sec 8, BLOCK 2, Lot 31	2	31	\$2,884.63	\$86,538.90
4795-08-002-0320-907	R480691	R480691	Lake Shore Harbour Sec 8, BLOCK 2, Lot 32	2	32	\$2,884.63	\$86,538.90
4795-08-002-0330-907	R480692	R480692	Lake Shore Harbour Sec 8, BLOCK 2, Lot 33	2	33	\$2,884.63	\$86,538.90
4795-08-002-0340-907	R480693	R480693	Lake Shore Harbour Sec 8, BLOCK 2, Lot 34	2	34	\$2,884.63	\$86,538.90
4795-08-003-0010-907	R480694	R480694	Lake Shore Harbour Sec 8, BLOCK 3, Lot 1	3	1	\$2,884.63	\$86,538.90
4795-08-003-0020-907	R480695	R480695	Lake Shore Harbour Sec 8, BLOCK 3, Lot 2	3	2	\$2,884.63	\$86,538.90
4795-08-000-0010-907	R480653	R480653	Lake Shore Harbour Sec 8, 0.035 ACRES, Restri	2			\$0.00
4795-08-000-0020-907	R480654	R480654	Lake Shore Harbour Sec 8, 0.158 ACRES, Restri	2			\$0.00
4795-08-000-0030-907	R480655	R480655	Lake Shore Harbour Sec 8, 4.155 ACRES, Restri	3			\$0.00
4795-08-000-0040-907	R480656	R480656	Lake Shore Harbour Sec 8, 0.222 ACRES, Restri	3			\$0.00
4795-08-000-0050-907	R480657	R480657	Lake Shore Harbour Sec 8, 0.058 ACRES, Restri	3			\$0.00
<b>Total</b>						<b>\$109,615.94</b>	<b>\$3,288,478.20</b>

## ORDINANCE NO. O-07-31

AN ORDINANCE OF THE CITY COUNCIL OF MISSOURI CITY, TEXAS, APPROVING THE SECOND UPDATED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. TWO.

**WHEREAS**, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City has received a petition (the "Petition") requesting the creation of the City of Missouri City Public Improvement District No. Two (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City passed Ordinance 0-04-14 approving the Service and Assessment Plan for the City of Missouri City Public Improvement District No. Two (the "PID") and Ordinance 0-06-23 approving the First Updated and Restated Service and Assessment Plan for the City of Missouri City Public Improvement District No. Two; and

**WHEREAS**, the City Council wishes to adopt a Second Updated and Restated Service and Assessment Plan with respect to the PID; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, THAT:**

**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The Service and Assessment Plan attached to this Ordinance is hereby approved and adopted on behalf of the PID, and the mayor, city secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED and APPROVED on first reading this 21<sup>st</sup> day of May, 2007.

PASSED, APPROVED and ADOPTED on second and final reading this 24<sup>th</sup>  
day of June, 2007.



\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**Second Updated and Restated  
Service and Assessment Plan  
Public Improvement District Number Two  
City of Missouri City, Fort Bend County, Texas**

**1. Introduction**

This Service and Assessment Plan (the “Plan”) is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the “Act”), and pursuant to Resolution No. 01-37 creating the Missouri City Public Improvement District Number Two (the “PID” or “PID No. 2” or the “District”), Missouri City (the “City”), Fort Bend County, Texas. The creation of the PID was initiated by a petition (the “Creation Petition”) submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act. The Plan was initially approved in 2004 by Ordinance Number 0-04-14, and subsequently updated in 2006 by Ordinance 0-06-23. This Plan represents the Second Updated and Restated Service and Assessment Plan.

**2. Boundaries**

The boundaries of PID No. 2 are as indicated in the metes and bounds description attached as Exhibit A.

**3. Administration of the District**

Administration of the District is the responsibility of the Board of Directors of the Missouri City Development Authority (the “Board”), as created by the City Council of the City of Missouri, Texas.

**4. Public Improvements**

The Public Improvements to be financed and constructed hereby (the “Public Improvements”) serve to promote the construction of single-family units (“SFU”). The Public Improvements included in the Plan will confer a special benefit to properties within Public Improvement District No. 2 and will consist of the construction of site work, water lines, sanitary sewer lines, storm sewers, paving, landscaping, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developers of various residential subdivisions within the PID.

***A. Lake Shore Harbour - Generally***

Lake Shore Harbour Subdivision represents the first such subdivision development within

the PID, and is being developed by Vicksburg Estates, Ltd. Lake Shore Harbour will ultimately contain 640 single-family units within Public Improvement District No. 2, and will be constructed in multiple sections. This plan will be supplemented as the costs of subsequent sections are determined, and the benefited properties assessed accordingly. The Public Improvements authorized under this Plan for Lake Shore Harbour, and the estimated costs thereof, are described below:

**LAKE SHORE HARBOUR  
PID COSTS**

<b>PUBLIC IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Water Lines	\$682,493.75
Sanitary Sewer Lines	\$2,445,525.00
Storm Sewer	\$2,178,900.00
Paving	\$3,065,113.60
Site Work	\$116,500.00
Engineering	\$1,018,623.88
Public Landscaping	\$600,000.00
Financing Cost	\$11,044,619.77
Administration & Legal Expenses	\$900,000.00
<b>TOTAL</b>	<b>\$22,051,776.00</b>

**LAKE SHORE HARBOUR  
PID COSTS  
*(Updated to Include Capital Recovery Fees)***

<b>PUBLIC IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Water Lines	\$682,493.75
Sanitary Sewer Lines	\$2,445,525.00
Storm Sewer	\$2,178,900.00
Paving	\$3,065,113.60
Site Work	\$116,500.00
Engineering	\$1,018,623.88
Public Landscaping	\$600,000.00
<b>Capital Recovery Fees @ \$2,500/lot</b>	<b>\$1,600,000.00</b>
Financing Cost	\$12,908,299.77
Administration & Legal Expenses	\$900,000.00
<b>TOTAL</b>	<b>\$25,515,456.00</b>

**5. Construction of Public Improvements**

Design and construction of all Public Improvements will be performed to City specifications, and all construction shall be bid as required by the Authority. The budgets for

each section of Public Improvements will be submitted for approval to the Board, as contracts for the proposed Public Improvements are awarded. The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the budgets, expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments for improvements based upon actual construction bids for Public Improvements made and the financial needs of the District.

## **6. Conveyance of Improvements to the City**

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City, subject to the Developers' rights of reimbursement described in a Public Improvement District Development and Financing Agreement executed among the Developers, the Board and the City.

## **7. Authorized Improvements**

The area within the PID that is covered by this Service and Assessment Plan is anticipated to be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The developers contemplate multiple phases of construction, portions of which may be constructed concurrently. The construction of the Public Improvements authorized herein began in calendar year 2003. The proposed phasing is estimated and may vary. The cost estimates provided above are expressed in calendar year 2003 dollars and shall be determined in accordance with the then current value of such amount pursuant to the consumer price index for urban areas applicable to Missouri City. The actual costs of the Public Improvements will be determined subject to final costs pursuant to the guidelines of the Authority.

## **9. Advance Financing by Developer**

The Developers will advance the funds for construction of the Public Improvements for the account of the City and will be entitled to repayment pursuant to Public Improvement District Development and Financing Agreements (the "Development Agreements"), executed among the Board, the City and the Developers. Although the Public Improvements are required for the growth and development of the PID, it is not necessary for them to be built simultaneously. In addition, it is intended that portions of the PID not benefiting from a particular phase of the improvements not be assessed for such improvements. It is anticipated that one or more series of PID bonds will be issued to acquire the Public Improvements, provided that assessments may be used to pay costs of Public Improvements directly if no such assessment revenues are anticipated to be required for the payment of PID bonds. Any such bonds issued will be payable solely from

the PID assessments levied and collected, which shall be sufficient to pay principal and interest on the applicable series of bonds. Such bonds will not be a general obligation of the City in any way and bondholders will not have a lien on any revenues of the City other than the PID assessments.

**10. Apportionment of Costs**

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

**11. Levy of Assessments**

The plan of assessment contemplates that the assessment will be levied in phases, as Public Improvements are constructed within each Phase. The assessment year shall be concurrent with the City’s tax year. The assessments against property may be paid in annual installments based on an amortization of not more than thirty (30) years plus the period between the effective date of the assessment ordinance and the date of the first installment. For planning purposes the assumed interest rate is 6.00%. The final interest rate on financed assessments will be calculated in accordance with the provisions of the Development Agreement, subject to the maximum rate established by Chapter 372 of the Local Government Code.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The assessment will be allocated on a per lot basis or per square foot basis, as determined by City Council to best reflect the apportionment of benefit. The cost of the Public Improvements will consist of the costs to construct storm sewers, water lines, sanitary sewers, paving, and public landscaping for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developers pursuant to the Public Improvement District Development and Financing Agreements.

***A. Lake Shore Harbour***

The Plan estimates the following approximate assessments in each Phase based on a total lot count of 640 for Lake Shore Harbour, with the actual assessment to be determined at the time of the assessment levy by reference to the area of the benefited property and the cost of the Public Improvements.

Section One	Total Assessment of \$15,809.32 per lot (Assessment Principal)	Annual Payment of \$1,148.53 (Financed Assessment)
Section Two	Total Assessment of \$15,809.32 per lot (Assessment Principal)	Annual Payment of \$1,148.53 (Financed Assessment)
<b>Section Three</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>
<b>Section Four</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>

<b>Section Five</b>	<b>Total Assessment of \$18,292.43 per lot (Assessment Principal)</b>	<b>Annual Payment of \$1,328.93 (Financed Assessment)</b>
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Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at six percent (6.00%) per annum if no bonds have been issued for the applicable Public Improvements, or one half of one percent (½%) higher than the actual interest rate on any PID bonds or notes used to finance the Public Improvements. However, in no event will the interest rate exceed eight percent (8%) percent.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the earlier of: (i) the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or such other indication of substantial completion as may be established by the District, or (ii) the third anniversary of the date such assessment was levied. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner of each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes in the year following the assessment installment. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be effective only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT "A"

PUBLIC IMPROVEMENT DISTRICT NUMBER TWO  
MISSOURI CITY, FORT BEND COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

**Beginning at a point** which is a northeast corner of the City of Missouri City corporate limits, said point also being in the southern boundary of the Trammel-Fresno Road right-of-way, said point also being the northeast corner of a 31.818 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R142852 and FBCAD parcel account number 0086-00-000-6005-907;

THENCE, in a southerly direction for a distance of approximately 4,440 feet along the eastern boundary of the City of Missouri City corporate limits, said limits running for approximately the first 1,900 feet along the eastern boundary of said parcel account number 0086-00-000-6005-907 to that parcel's southeast corner, then continuing approximately 2,540 feet along the eastern boundary of said parcel 0086-86-015-0400-907 to a point for corner, said point being the southeast corner of parcel account number 0086-86-015-0400-907, and also being a point in the northeast boundary of the State Highway 6 right-of-way, more particularly in the northeast boundary of a 30.974 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R143912 and FBCAD parcel account number 0086-00-000-0004-907, said parcel number 0086-00-000-0004-907 being right-of-way of State Highway 6;

THENCE, in a southeasterly direction for a distance of approximately 2,850 feet along the northeast boundary of the State Highway 6 right-of-way, more particularly in the northeast boundary of said parcel number 0086-00-000-0004-907, said boundary also being the eastern corporate limits of the City of Missouri City to a point, said point being the southeast corner of a 0.008 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R166631 and FBCAD parcel account number 0086-00-000-9005-907, said point being in the western right-of-way of Westenfield Road and in the northern right-of-way of State Highway 6, said point also being in the northern boundary of said parcel number 0086-00-000-0004-907;

THENCE, continuing in a southeasterly direction for a distance of approximately 20 feet along the northeast boundary of the State Highway 6 right-of-way, said boundary also being the eastern corporate limits of the City of Missouri City to a point for corner, said point being the northeast corner of said parcel number 0086-00-000-0004-907, said point being near the center of the right-of-way of Westenfield Road;

THENCE, in a southerly direction for a distance of approximately 70 feet across the State Highway 6 right-of-way and along the eastern boundary of said parcel number 0086-00-000-0004-907, also being the eastern boundary of the City of Missouri City corporate limits, to a point, said point being the southeast corner of said parcel number 0086-00-000-0004-907, and also being the northeast corner of a 1.244 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R166653 and FBCAD parcel account number 0086-86-022-0305-907, said parcel number 0086-86-022-0305-907 being right-of-way of State Highway 6;

THENCE, continuing in a southerly direction for a distance of approximately 120 feet across the State Highway 6 right-of-way and along the eastern boundary of said parcel number 0086-86-022-0305-907,

also being the eastern boundary of the City of Missouri City corporate limits, to a point, said point being the southeast corner of said parcel number 0086-86-022-0305-907, and also being the northeast corner of a 4.549 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R251575 and FBCAD parcel account number 0086-86-022-0309-907, said point also being in the southern right-of-way boundary of State Highway 6;

THENCE, continuing in a southerly, then southwesterly direction for a distance of approximately 490 feet along the eastern boundary of said parcel number 0086-86-022-0309-907, also being the eastern boundary of the City of Missouri City corporate limits, to a point for corner, said point being the southernmost southeast corner of said parcel number 0086-86-022-0309-907, said point also being in the northern boundary of Newpoint Estates subdivision Section 1;

THENCE, in a westerly direction for a distance of approximately 1,680 feet along southern boundary of the City of Missouri City corporate limits, and along the northern boundary of Newpoint Estates subdivision Section 1, to a point, said point being the northernmost northwest corner of Newpoint Estates subdivision Section 1, said point also being in the western boundary of Longpoint Creek, and also being the southernmost southwest corner of a 5.582 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149674 and FBCAD parcel account number 0086-86-021-0502-907, said point also being the northernmost northeast corner of Newpoint Estates subdivision Section 3, said point also being an interior southeastern corner of the boundary of the City of Missouri City corporate limits;

THENCE, in a westerly direction for a distance of approximately 4,530 feet, leaving the boundary of the City of Missouri City corporate limits, and following the northern boundary of Newpoint Estates subdivision Section 3 to a point for corner, said point being the northwest corner of said Newpoint Estates subdivision Section 3, said point being more specifically the northwest corner of Reserve "B" of Newpoint Estates subdivision Section 3, and also being the northeast corner of a 16.097 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R124172 and FBCAD parcel account number 0086-00-000-0510-907;

THENCE, in a southeasterly direction for a distance of approximately 750 feet along the eastern boundary of said parcel account number 0086-00-000-0510-907 to a point for corner, said point being the southeast corner of said parcel account number 0086-00-000-0510-907 and also lying in the southern boundary line of the City of Missouri City city limits;

THENCE, in a westerly direction for a distance of approximately 200 feet along southern boundary of the City of Missouri City corporate limits, and along the southern boundary of said parcel account number 0086-00-000-0510-907, to a point for corner, said point being the northeast corner of a 2.188 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R127397 and FBCAD parcel account number 0007-00-000-0611-907;

THENCE, in a southwesterly direction for a distance of approximately 620 feet along southeastern boundary of the City of Missouri City corporate limits, and along the southeastern boundary of said parcel account number 0007-00-000-0611-907 to a point for corner, said point being the southern corner of said parcel account number 0007-00-000-0611-907;

THENCE, leaving the City of Missouri City corporate limits in a northwesterly direction for a distance of approximately 480 feet along the southwestern boundary of said parcel account number 0007-00-000-0611-907 to a point, said point being the northwestern corner of said parcel account number 0007-00-000-0611-907, said point also being the southernmost southwest corner of a 16.097 acre parcel, said

parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R124172 and FBCAD parcel account number 0086-00-000-0510-907;

THENCE, in a northwesterly then west northwesterly direction for a distance of approximately 400 feet along southwestern boundary of said parcel account number 0086-00-000-0510-907 to a point, said point being the westernmost southwest corner of said parcel account number 0086-00-000-0510-907, said point also being the southeast corner of a 12.805 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R130956 and FBCAD parcel account number 0086-00-000-0515-907;

THENCE, continuing in a west northwesterly, then westerly direction for a distance of approximately 4,230 feet along southwestern boundary of said parcel account number 0086-00-000-0515-907 to a point for corner, said point being the southwest corner of said parcel account number 0086-00-000-0515-907;

THENCE, in a northeasterly direction for a distance of approximately 102 feet along the western boundary of said parcel number 0086-00-000-0515-907 to a point for corner, said point being the northwest corner of said parcel number 0086-00-000-0515-907;

THENCE, in an easterly direction for a distance of approximately 2,040 feet along the northern boundary of said parcel number 0086-00-000-0515-907 to a point for corner, said point being the southwest corner of a 18.231 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149599 and FBCAD parcel account number 0086-86-005-0513-907;

THENCE, in a northeasterly direction approximately 1,804 feet along the northwestern boundary of said parcel number 0086-86-005-0513-907 to a point for corner, said point being the northern corner of said parcel number 0086-86-005-0513-907, said point also being in the western right-of-way boundary of a not yet constructed portion of public right-of-way for Knight Road;

THENCE, in a northerly direction approximately 257 feet along the western boundary of said Knight Road right-of-way to a point for corner, said point being the southeast corner of a 17.897 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149605 and FBCAD parcel account number 0086-86-005-0511-907;

THENCE, in a southwesterly direction approximately 950 feet along the southern property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the more eastern of the two southwest corners of said parcel number 0086-86-005-0511-907;

THENCE, in a westerly direction approximately 41 feet along the southern property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the more western of the two southwest corners of said parcel number 0086-86-005-0511-907;

THENCE, in a northerly direction approximately 1,283 feet along the western property line of said parcel number 0086-86-005-0511-907 to a point for corner, said point being the northwest corner of said parcel number 0086-86-005-0511-907, said point also being the southwest corner of a 9.643 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149609 and FBCAD parcel account number 0086-86-004-0300-907;

THENCE, continuing in a northerly direction for a distance of approximately 539 feet along the western property line of said parcel number 0086-86-004-0300-907 to a point, said point being the northwest corner of said parcel number 0086-86-004-0300-907, said point also being the southwest corner of a

4.504 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149685 and FBCAD parcel account number 0086-86-004-0400-907;

THENCE, continuing in a northerly direction for a distance of approximately 472 feet along the western property line of said parcel number 0086-86-004-0400-907 to a point for corner, said point being the northwest corner of said parcel number 0086-86-004-0400-907, said point also being in the southern right-of-way boundary of Watts Plantation Road;

THENCE, in an easterly direction for a distance of approximately 454 feet along the northern property line of said parcel number 0086-86-004-0400-907, and along the southern right-of-way boundary of Watts Plantation Road to a point, said point being the northeast corner of said parcel number 0086-86-004-0400-907, said point also being the northwest corner of a 2.014 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149682 and FBCAD parcel account number 0086-86-004-0401-907;

THENCE, continuing in an easterly direction for a distance of approximately 325 feet along the northern property line of said parcel number 0086-86-004-0401-907, and along the southern right-of-way boundary of Watts Plantation Road to a point for corner, said point being the northeast corner of said parcel number 0086-86-004-0401-907

THENCE, in a northerly direction for a distance of approximately 60 feet to a point for corner, said point being in the northern right-of-way line of Watts Plantation Road, said point also being in the southeast corner of a 1.138 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39365 and FBCAD parcel account number 0086-00-000-2900-907;

THENCE, in a northerly direction for a distance of approximately 1,045 feet along the western right-of-way boundary of Knight Road to a point for corner, said point being the southeast corner of a 21.251 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39392 and FBCAD parcel account number 0086-00-000-4300-907, said point also being in the western right-of-way boundary of Knight Road;

THENCE, in a westerly direction for a distance of approximately 1,070 feet along the southern boundary of said parcel account number 0086-00-000-4300-907 to a point, said point being the southwest corner of said parcel and also the southeast corner of a 13.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39394 and FBCAD parcel account number 0086-00-000-4400-907;

THENCE, in a westerly direction for a distance of approximately 313 feet along the southern boundary of said parcel account number 0086-00-000-4400-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4400-907 and also the southeast corner of a 35.294 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R160599 and FBCAD parcel account number 0086-00-000-4606-907;

THENCE, in a westerly direction for a distance of approximately 1,286 feet along the southern boundary of said parcel account number 0086-00-000-4606-907 to a point for corner, said point being the southwest corner of said parcel;

THENCE, in a northerly direction for a distance of approximately 1,916 feet along the western boundary of said parcel account number 0086-00-000-4606-907 to a point for corner, said point being

approximately 70 feet south of the northwest corner of said parcel and also 70 feet south of the southern right-of-way boundary of State Highway 6, said point also being the southeast corner of a 0.892 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39402 and FBCAD parcel account number 0086-00-000-4708-907;

THENCE, in a westerly direction for a distance of approximately 345.00 feet along the southern boundary of said parcel account number 0086-00-000-4708-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4708-907 and also lying in the eastern right-of-way boundary of Oakwick Forest Drive;

THENCE, in a westerly direction for a distance of approximately 30 feet to a point for corner, said point lying in the center of the right-of-way of Oakwick Forest Drive;

THENCE, in a northerly direction for a distance of approximately 50 feet along the center of the right-of-way of Oakwick Forest Drive to a point for corner, said point lying approximately 30 feet in an easterly direction from the southeast corner of a 1.135 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39403 and FBCAD parcel account number 0086-00-000-4710-907;

THENCE, in a westerly direction for a distance of approximately 30 feet to a point, said point being the southeast corner of said parcel account number 0086-00-000-4710-907;

THENCE, in a westerly direction for a distance of approximately 317 feet along the southern boundary of said parcel account number 0086-00-000-4710-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4710-907 and also being the southeast corner of a 3.9567 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39401 and FBCAD parcel account number 0086-00-000-4705-907;

THENCE, in a westerly direction for a distance of approximately 609 feet along the southern boundary of said parcel account number 0086-00-000-4705-907 to a point, said point being the southwest corner of said parcel account number 0086-00-000-4705-907 and also the southeast corner of a 3.5 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39400 and FBCAD parcel account number 0086-00-000-4702-907;

THENCE, in a westerly direction for a distance of approximately 412 feet along the southern boundary of said parcel account number 0086-00-000-4702-907 to a point for corner, said point being the southwest corner of said parcel;

THENCE, in a northerly direction for a distance of approximately 340 feet along the western boundary of said parcel account number 0086-00-000-4702-907 to a point for corner, said point being the northwest corner of said parcel account number 0086-00-000-4702-907 and also lying in the southern right-of-way boundary of Trammel-Fresno Road and also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39468 and FBCAD parcel account number 0086-00-000-4775-907;

THENCE, in a westerly direction for a distance of approximately 131 feet along the northern boundary of said parcel account number 0086-00-000-4775-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39469 and FBCAD parcel account number 0086-00-000-4776-907;

THENCE, continuing in a westerly direction for a distance of approximately 135 feet along the northern boundary of said parcel account number 0086-00-000-4776-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39470 and FBCAD parcel account number 0086-00-000-4777-907;

THENCE, continuing in a westerly direction for a distance of approximately 140 feet along the northern boundary of said parcel account number 0086-00-000-4777-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39471 and FBCAD parcel account number 0086-00-000-4778-907;

THENCE, continuing in a westerly direction for a distance of approximately 142 feet along the northern boundary of said parcel account number 0086-00-000-4778-907 to a point, said point being the northwest corner of said parcel, said point also being the northeast corner of a 1.0 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39472 and FBCAD parcel account number 0086-00-000-4779-907;

THENCE, continuing in a westerly direction for a distance of approximately 40 feet along the northern boundary of said parcel account number 0086-00-000-4779-907 to a point for corner, said point being in the northern boundary of said parcel, said point also being in the southern right-of-way boundary of Trammel-Fresno Road and also being directly south of the southwest corner of a 2.474 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38018 and FBCAD parcel account number 0077-00-000-0400-907;

THENCE, directly north for a distance of approximately 70 feet crossing the Trammel-Fresno Road right-of-way to a point, said point being in the northern boundary line of the Trammel-Fresno Road right-of-way and also being the southwest corner of said parcel account number 0077-00-000-0400-907;

THENCE, in a northerly direction for a distance of approximately 308 feet along the western boundary of said parcel account number 0077-00-000-0400-907 to a point for corner, said point being the northwest corner of said parcel account number 0077-00-000-0400-907, said point also being in the southern right-of-way boundary of State Highway 6, and also being in the south boundary line of a 25.76 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R143911 and FBCAD parcel account number 0077-00-000-0001-907, said parcel account number 0077-00-000-0001-907 being right-of-way of State Highway 6;

THENCE, in a northwesterly direction for a distance of approximately 135 feet crossing a portion of the State Highway 6 right-of-way to a point for corner, said point being within the State Highway 6 right-of-way, said point also being the southwest corner of a 1.815 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R165491 and FBCAD parcel account number 0077-00-000-0393-907, said parcel account number 0077-00-000-0393-907 being right-of-way of State Highway 6;

THENCE, in a northeasterly direction for a distance of approximately 170 feet crossing the State Highway 6 right-of-way to a point, said point being in the northern boundary line of the State Highway 6 right-of-way and also being the northwest corner of said parcel account number 0077-00-000-0393-907 and also being the westernmost corner of a former 27.338 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135429 and FBCAD parcel

account number 0077-00-000-0331-907 for Tax Year 2000, said parcel having been split into a portion of the subdivision named Venetian Village Section 1, said subdivision having FBCAD subdivision number 8495-01, said point also being the southernmost southwest corner of a 14.439 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38002 and FBCAD parcel account number 0077-00-000-0305-907, said parcel number 0077-00-000-0305-907 being a drainage easement owned by Fort Bend MUDs No. 47 and 48;

THENCE, in a west northwesterly direction for a distance of approximately 300 feet to a point for corner, said point being the westernmost northwest corner of said parcel number 0077-00-000-0305-907;

THENCE, in a northeasterly direction for a distance of approximately 1,342 feet to a point for corner, said point being the point of intersection of the boundary lines of three certain parcels, the first being said parcel number 0077-00-000-0305-907, the second being a 6.1794 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R160571 and FBCAD parcel account number 0077-00-000-0369-907 and the third parcel being a 211.7247 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37998 and FBCAD parcel account number 0077-00-000-0300-907, said point of intersection also lying in the boundary line of the City of Missouri City city limits;

THENCE, in a northeasterly direction for a distance of approximately 260.24 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northwesterly direction for a distance of approximately 497.00 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northeasterly direction for a distance of approximately 635.62 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northwesterly direction for a distance of approximately 494.84 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more north-northwesterly direction for a distance of approximately 783.89 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a west-northwesterly direction for a distance of approximately 583.65 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northwesterly direction for a distance of approximately 578.18 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a north-northwesterly direction for a distance of approximately 416.76 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more north-northwesterly direction for a distance of approximately 716.18 feet along the southwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the westernmost point of said parcel;

THENCE, in a north and slightly northeasterly direction for a distance of approximately 117.45 feet along the western boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a northeasterly direction for a distance of approximately 227.43 feet along the northwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a more northern northeasterly direction for a distance of approximately 1,212.08 feet along the northwestern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the northernmost northwest corner of said parcel;

THENCE, in an easterly direction for a distance of approximately 990.81 feet along the northern boundary of said parcel number 0077-00-000-0300-907 to a point for corner, said point being the northernmost-northeast corner of a 211.7247 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37998 and FBCAD parcel account number 0077-00-000-0300-907;

THENCE, in a southerly, then southeasterly direction for a distance of approximately 1,480 feet along the northeast boundary of said parcel number 0077-00-000-0300-907, said line also being the southwest boundary of a 10.36 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R122281 and FBCAD parcel account number 0077-00-000-0318-907, to a point for corner, said point being the southernmost corner of said parcel number 0077-00-000-0318-907;

THENCE, in a northeasterly direction for a distance of approximately 342.43 feet along the southeast boundary of said parcel number 0077-00-000-0318-907, also being a portion of the northeast boundary of said parcel number 0077-00-000-0300-907, to a point for corner, said point being the southeast corner of said parcel number 0077-00-000-0318-907;

THENCE, in a southeasterly direction for a distance of approximately 70 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southwesterly direction for a distance of approximately 270 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southeasterly direction for a distance of approximately 340.0 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southerly direction for a distance of approximately 103.36 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southwesterly direction for a distance of approximately 172.26 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point for corner;

THENCE, in a southeasterly direction for a distance of approximately 955.97 feet along a portion of the northeast boundary of said parcel number 0077-00-000-0300-907 to a point, said point also being the westernmost northwest corner of Vicksburg Village of Cumberland subdivision, and also being the northeast corner of a 6.184 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R126051 and FBCAD parcel account number 0077-00-000-0324-907;

THENCE, in a south-southeasterly, then southerly direction for a distance of approximately 1,610 feet along the eastern boundary of said parcel number 0077-00-000-0324-907, also being the western boundary of Vicksburg Village of Cumberland subdivision, to a point, said point being the southeast corner of said parcel number 0077-00-000-0324-907, said corner also being the northeast corner of a

1.596 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141436 and FBCAD parcel account number 0077-00-000-0342-907;

THENCE, in a southerly direction for a distance of approximately 670 feet along the eastern boundary of said parcel number 0077-00-000-0342-907, also being the western boundary of Vicksburg Village of Cumberland subdivision, to a point for corner, said point being the southeast corner of said parcel number 0077-00-000-0342-907, said point also being the northeast corner of the aforementioned parcel number 0077-00-000-0305-907, said parcel number 0077-00-000-0305-907 being a drainage easement owned by Fort Bend MUD No. 47;

THENCE, in a southerly direction for a distance of approximately 175 feet along the eastern boundary line of said parcel number 0077-00-000-0305-907 to a point, said point being the southeast corner of said parcel number 0077-00-000-0305-907 and also being the northwest corner of a 1.074 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R165899 and FBCAD parcel account number 0077-00-000-9003-907, said parcel number 0077-00-000-9003-907 being a drainage easement owned by Fort Bend MUD No. 48;

THENCE, in a southerly direction for a distance of approximately 110 feet along the western boundary line of said parcel number 0077-00-000-9003-907 to a point for corner, said point being the southwest corner of said parcel number 0077-00-000-9003-907 and also being in the northern boundary line of the aforementioned 27.338 acre parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135429 and FBCAD parcel account number 0077-00-000-0331-907;

THENCE, in an easterly direction approximately 370 feet along the northern boundary of said parcel number 0077-00-000-0331-907 to a point, said point being the northeast corner of said parcel number 0077-00-000-0331-907, said point also being the northwest corner of a former 4.715 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135432 and FBCAD parcel account number 0077-00-000-0332-907 for Tax Year 2000, said parcel having been split into a portion of the subdivision named Venetian Village Section 1, said subdivision having FBCAD subdivision number 8495-01;

THENCE, in an easterly direction approximately 400 feet along the northern boundary of said former parcel number 0077-00-000-0332-907 to a point for corner, said point being the northeast corner of said former parcel number 0077-00-000-0332-907, said point also being in the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue);

THENCE, in a south, southwesterly direction for a distance of approximately 570 feet along the eastern boundary of said former parcel number 0077-00-000-0332-907, and along the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue), to a point for corner, said point being the southeast corner of said former parcel number 0077-00-000-0332-907, said point also being the northwest intersection of the western right-of-way boundary of Vicksburg Boulevard (formerly Hillcroft Avenue) with the northern right-of-way boundary of Lake Shore Harbour Boulevard (formerly Vicksburg Drive);

THENCE, in an easterly direction for a distance of approximately 100 feet, crossing the Vicksburg Boulevard (formerly Hillcroft Avenue) right-of-way, to a point, said point being the southwest corner of a 10.06 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R135431 and FBCAD parcel account number 0077-00-000-0336-907;

THENCE, in a southeasterly direction for a distance of approximately 600 feet along the south boundary line of said parcel account number 0077-00-000-0336-907, also being the northern right-of-way boundary of the future extension of Lake Shore Harbour Boulevard (formerly Vicksburg Drive) to a point for corner, said point being the southeast corner of said parcel account number 0077-00-000-0336-907, said point also being the southwest corner of a 63.369 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141435 and FBCAD parcel account number 0077-00-000-0341-907;

THENCE, in a northeasterly then northerly direction for a distance of approximately 938.05 feet along the western boundary of said parcel account number 0077-00-000-0341-907 to a point for corner, said point being the northwest corner of said parcel, said point also being in the southern boundary of a 9.282 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38003 and FBCAD parcel account number 0077-00-000-0306-907 which contains a portion of the 190 foot wide drainage easement owned by Fort Bend MUD No. 48 which borders the south side of Vicksburg Village of Shiloh subdivision;

THENCE, in an easterly direction for a distance of approximately 2,140 feet along the northern boundary of said parcel account number 0077-00-000-0341-907 to a point, said point being the northernmost northeast corner of said parcel and also the northwest corner of a 1.836 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38004 and FBCAD parcel account number 0077-00-000-0307-907;

THENCE, in an easterly direction for a distance of approximately 200.0 feet along the northern boundary of said parcel account number 0077-00-000-0307-907 to a point for corner, said point being the northeast corner of said parcel and also the southeast corner of a 19.7056 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R141437 and FBCAD parcel account number 0077-00-000-0391-907 and containing a portion of the 190 and 150 foot wide drainage easement owned by Fort Bend MUD No. 48 which borders the south and east sides of Vicksburg Village of Shiloh subdivision, said point also being in the western boundary line of a 90.7294 acre parcel said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38016 and FBCAD parcel account number 0077-00-000-0390-907;

THENCE, in a southerly direction for a distance of approximately 1,200 feet along the western boundary of said parcel number 0077-00-000-0390-907 to a point for corner, said point being the southwest corner of said parcel number 0077-00-000-0390-907, and also being in the north right-of-way boundary of Trammel Fresno Road;

THENCE, in an easterly direction for a distance of approximately 1,715 feet along the north right-of-way boundary of Trammel Fresno Road, said north right-of-way line also being the southern boundary line of said parcel number 0077-00-000-0390-907 to a point, said point being the southeast corner of said parcel number 0077-00-000-0390-907, and also being in the north right-of-way boundary of Trammel Fresno Road, said point also being the southwest corner of a 80.43 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R38017 and FBCAD parcel account number 0077-00-000-0395-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0395-907 for a distance of approximately 129.70 feet to a point, said point being the southwest corner of a 6.269 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R37997 and FBCAD parcel account number 0077-00-000-0200-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0200-907 for a distance of approximately 80 feet to a point, said point being the southeast corner said parcel account number 0077-00-000-0200-907, said point also being in the southern boundary of the aforementioned parcel account number 0077-00-000-0395-907;

THENCE, in an easterly direction along the north right-of-way boundary of Trammel-Fresno Road and south line of said parcel account number 0077-00-000-0395-907 for a distance of approximately 175 feet to a point for corner, said point being directly north of the intersection of the south right-of-way boundary of Trammel-Fresno Road with the west right-of-way line of Hurricane Lane (formerly Summer Breeze Drive);

THENCE, directly south for a distance of approximately 70 feet across Trammel-Fresno Road to a point in said western right-of-way boundary of Hurricane Lane (formerly Summer Breeze Drive), said point also being in the southern right-of-way boundary of Trammel-Fresno Road;

THENCE, in a southwesterly direction for a distance of approximately 1950 feet along the west right-of-way line of Hurricane Lane, said west right-of-way line also being the southeast boundary of a 69.646 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R39306 and FBCAD parcel account number 0086-00-000-2130-907, to a point for corner, said point being directly opposite Hurricane Lane from the northwest corner of a 1.755 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R212016 and FBCAD parcel account number 0086-00-000-1002-907;

THENCE, perpendicularly across Hurricane Lane to the northwest corner of said parcel account number 0086-00-000-1002-907;

THENCE, in a southeasterly direction for a distance of approximately 155.61 feet along the north boundary of said parcel account number 0086-00-000-1002-907 to the northeast corner of said parcel, said point also being the northwest corner of a 7.50 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149700 and FBCAD parcel account number 0086-86-010-0100-907;

THENCE, continuing in a southeasterly direction for a distance of approximately 610 feet along the north boundary of said parcel account number 0086-86-010-0100-907 to a point for corner, said point being the northeast corner of said parcel;

THENCE, in a southerly direction for a distance of approximately 320 feet along the eastern boundary of said parcel account number 0086-86-010-0100-907 to the southeast corner of said parcel, said point also being the northwest corner of a 78.534 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R149655 and FBCAD parcel account number 0086-86-015-0400-907;

THENCE, in an easterly direction for a distance of approximately 1,690 feet along the north boundary of said parcel account number 0086-86-015-0400-907, passing at 1618.0 feet the southeast corner of the FBISD Hightower High School drainage and detention pond, to a point for corner, said point being where the boundary line of said parcel 0086-86-015-0400-907 turns northerly;

THENCE, in a northerly direction for a distance of approximately 560 feet along the western boundary of said parcel 0086-86-015-0400-907 to a point, said point being both the northernmost northwest corner of said parcel, and the southwest corner of a 31.818 acre parcel, said parcel having Fort Bend Central Appraisal District (FBCAD) unique parcel identification number R142852 and FBCAD parcel account number 0086-00-000-6005-907;

THENCE, continuing in a northerly direction for a distance of approximately 1,895.96 feet along the western boundary of said parcel account number 0086-00-000-6005-907 to a point for corner, said point being the northwest corner of said parcel and also being on the southern boundary of the Trammel-Fresno Road right-of-way;

THENCE, in an easterly direction for a distance of approximately 700 feet along the northern boundary of said parcel account number 0086-00-000-6005-907 and the southern boundary of the Trammel-Fresno Road right-of-way to the **POINT OF BEGINNING**.



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(d) Consider and take action on an ordinance approving the annual service and assessment plan update for Public Improvement District No. 4.  
**Submitted by:** Allena J. Portis, Director of Financial Services

### SYNOPSIS

The Local Government Code requires that a service plan that covers a period of at least five years be prepared and reviewed & updated annually. Within the service plan, there must be an assessment plan. This item presents an update to the PID No. 4 Service & Assessment Plan .

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Have quality development through buildout

### BACKGROUND

Under Chapter 372 of the Texas Local Government Code (The Code), a Public Improvement District (PID) may be established within the city limits or the extraterritorial jurisdiction of a municipality for the reimbursement of expenses associated with improvement projects in the District. PID No. 4 was created in 2005 to finance improvements in the Creekmont subdivision. The original service and assessment plan was adopted by City Council on August 21, 2006.

To date, assessments have been levied on 299 lots, consisting of 4 sections with two assessment rolls approved separately in 2006 (Sections 1&2) and 2008 (Sections 3, 3A, & 3B). PID 4's assessment is a 30-year assessment with payments due annually. The cost of the improvements are allocated based on the square foot of the lot. The payment of assessments begin upon issuance of a certificate of occupancy for the assessed lot.

Perry Homes, the developer for Creekmont, has been paid a total of \$5,415,500. Debt was issued in 2009 and refunded in 2016 to pay the developer for infrastructure as identified and approved in the developer's agreement. Debt service payments are scheduled through FY2038 and are payable from the assessments collected.

### SUPPORTING MATERIALS

1. Ordinance
2. Updated PID No. 4 Service & Assessment Plan
3. PID 4 Service & Assessment Plan O-06-37

### STAFF'S RECOMMENDATION

Staff recommends approval of the updated service and assessment plan.

**Director Approval:** Allena J. Portis, Director of Financial Services

**City Manager Approval:** Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-120-\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE FIRST UPDATED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. FOUR.**

\* \* \* \* \*

**WHEREAS**, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, Ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City received a petition (the "Petition") requesting the creation of the City of Missouri City Public Improvement District No. Four (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City passed Ordinance O-06-37, approving the Service and Assessment Plan for the City of Missouri City Public Improvement District No. Four (the "PID"); and

**WHEREAS**, the City Council wishes to adopt the First Updated and Restated Service and Assessment Plan with respect to the PID; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, that:

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The First Updated and Restated Service and Assessment Plan is hereby attached to this Ordinance as Exhibit "A" and is hereby approved and adopted on behalf of the PID, and the mayor, city secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this 17<sup>th</sup> day of February, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**CITY OF MISSOURI CITY  
PUBLIC IMPROVEMENT DISTRICT NO. 4  
(CREEKMONT)**

**CITY OF MISSOURI CITY, TEXAS**

**UPDATED SERVICE AND ASSESSMENT PLAN –  
ALL SECTIONS**

November 18, 2019

**PREPARED BY:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

# CITY OF MISSOURI CITY

## PUBLIC IMPROVEMENT DISTRICT NO. 4

### (CREEKMONT)

#### UPDATED SERVICE AND ASSESSMENT PLAN- ALL SECTIONS

##### TABLE OF CONTENTS

<b>I.</b>	<b>PLAN DESCRIPTION AND DEFINED TERMS .....</b>	<b>1</b>
<b>A.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>B.</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>II.</b>	<b>PROPERTY INCLUDED IN THE PID .....</b>	<b>6</b>
<b>A.</b>	<b>PROPERTY INCLUDED IN THE PID .....</b>	<b>6</b>
	<b>TABLE II-A .....</b>	<b>6</b>
	<b>UPDATED PROPOSED DEVELOPMENT .....</b>	<b>6</b>
<b>III.</b>	<b>DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....</b>	<b>7</b>
<b>A.</b>	<b>AUTHORIZED IMPROVEMENT OVERVIEW .....</b>	<b>7</b>
<b>B.</b>	<b>DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS.....</b>	<b>8</b>
<b>IV.</b>	<b>SERVICE PLAN.....</b>	<b>10</b>
<b>A.</b>	<b>SOURCES AND USES OF FUNDS.....</b>	<b>10</b>
<b>V.</b>	<b>ASSESSMENT PLAN .....</b>	<b>13</b>
<b>A.</b>	<b>INTRODUCTION .....</b>	<b>13</b>
<b>B.</b>	<b>SPECIAL BENEFIT.....</b>	<b>13</b>
<b>C.</b>	<b>ASSESSMENT METHODOLOGY .....</b>	<b>15</b>
<b>D.</b>	<b>ASSESSMENTS.....</b>	<b>16</b>
<b>E.</b>	<b>ANNUAL COLLECTION COSTS .....</b>	<b>16</b>
<b>VI.</b>	<b>TERMS OF THE ASSESSMENTS .....</b>	<b>18</b>
<b>A.</b>	<b>AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS .....</b>	<b>18</b>
<b>B.</b>	<b>REALLOCATION OF ASSESSMENTS .....</b>	<b>18</b>
<b>C.</b>	<b>MANDATORY PREPAYMENT OF ASSESSMENTS .....</b>	<b>19</b>
<b>D.</b>	<b>REDUCTION OF ASSESSMENTS.....</b>	<b>19</b>
<b>E.</b>	<b>PAYMENT OF ASSESSMENTS .....</b>	<b>19</b>
<b>F.</b>	<b>COLLECTION OF ANNUAL INSTALLMENTS .....</b>	<b>21</b>
<b>VII.</b>	<b>THE ASSESSMENT ROLL .....</b>	<b>22</b>
<b>A.</b>	<b>ASSESSMENT ROLL .....</b>	<b>22</b>
<b>B.</b>	<b>ANNUAL ASSESSMENT ROLL UPDATES.....</b>	<b>22</b>
<b>VIII.</b>	<b>MISCELLANEOUS PROVISIONS .....</b>	<b>23</b>
<b>A.</b>	<b>ADMINISTRATIVE REVIEW .....</b>	<b>23</b>
<b>B.</b>	<b>TERMINATION OF ASSESSMENTS .....</b>	<b>23</b>
<b>C.</b>	<b>AMENDMENTS .....</b>	<b>23</b>
<b>D.</b>	<b>ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....</b>	<b>24</b>
<b>E.</b>	<b>SEVERABILITY.....</b>	<b>24</b>

**APPENDIX A - THE PID MAP**

**APPENDIX B - AUTHORIZED IMPROVEMENT COSTS**

**APPENDIX C - ASSESSMENT ROLLS**

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## ***I. PLAN DESCRIPTION AND DEFINED TERMS***

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### **A. INTRODUCTION**

On August 1, 2005 (the “Creation Date”) the City Council (the "City Council") of the City of Missouri City, Texas (the "City") passed and approved Resolution No. R-05-22 approving and authorizing the creation of the "Missouri City Public Improvement District No. 4" (the “PID” or “PID No. 4”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the corporate limits of the City.

The property in the PID is proposed to be developed in multiple phases. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. A service and assessment plan, as updated or amended from time to time (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the Public Improvements to be financed through the PID, the costs of the Public Improvements, and the manner of assessing the property in the PID for the costs of the Public Improvements. Pursuant to the Service and Assessment Plan, the Developers would provide the funds for the construction of the Public Improvements and would be entitled to repayment pursuant to the applicable Development Agreements. This PID No. 4 updated Service and Assessment Plan (the "Updated Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The

Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

## **B. DEFINITIONS**

Capitalized terms used herein shall have the meanings ascribed to them as follows:

**“Actual Cost(s)”** means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Annual Collection Costs.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

**“Administrator”** means the employee or designee of the City, identified in any agreement or indenture of trust relating to the PID or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

**“Annual Collection Costs” or “Administrative Expenses”** mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and

transfer of Bonds, if issued (v) issuing, paying and redeeming the Bonds, if issued (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, if issued (viii) the Trustee fees and expenses relating to the Bonds, if issued, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. If Bonds are issued, Annual Collection Costs do not include payment of the actual principal of, redemption premium, if any, and interest on Bonds. Annual Collection Costs collected and not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of amounts to pay Annual Collection Costs.

**“Annual Installment”** means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Roll attached hereto as Appendix E or in an Annual Service Plan Update and calculated as provided in Section VI of this Service and Assessment Plan, and (ii) the Annual Collection Costs.

**“Annual Service Plan Update”** has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

**“Assessed Property”** means any property that benefits from the Authorized Improvements within each Section of the PID on which Assessments have been imposed as shown in the Assessment Rolls for each Section, as the Assessment Rolls are updated each year by the Annual Service Plan Update. Assessed Property for each Section includes Parcels within the Section of the PID other than Non-Benefited Property.

**“Assessment”** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Annual Collection Costs and interest on all Assessments.

**“Assessment Ordinance”** means an Assessment Ordinance adopted by the City Council levying the Assessments and approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan).

**“Assessment Revenues”** mean the revenues actually received by or on behalf of the City from the collection of Assessments.

**“Assessment Roll”** or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this SAP as Appendix E, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

**“Authorized Improvements”** mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and

installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

**“Authorized Improvement Costs”** mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

**“Bonds”** mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

**“Budgeted Cost(s)”** means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

**“Certification for Payment”** means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

**“City”** means the City of Missouri City, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Fort Bend County, Texas.

**“Delinquent Collection Costs”** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

**“Developer”** means any entity responsible for the development of all or a portion of the property within the PID.

**“Development Agreement”** means that certain "Development Agreement" relating to all or part of the PID executed by and between the Developer and the City effective February 7, 2006, as the same may be amended from time to time.

**“Homeowner Association”** means a homeowners’ association or property owners' association established for the benefit of property owners within the PID.

**“Homeowner Association Property”** or **“HOA Property”**) means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a homeowners’ association established for the benefit of a group of homeowners or property owners.

**“Initial Developer”** means Perry Homes, LLC.

**“Lot”** means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Fort Bend County, Texas.

**“Non-Benefited Property”** means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefited Property at the time the Assessments are (i) imposed or (ii) reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI(C).

**“Parcel”** or **“Parcels”** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Fort Bend Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Fort Bend County.

**“PID”** has the meaning set forth in Section I(A) of this Service and Assessment Plan.

**“PID Act”** means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

**“Prepayment Costs”** mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

**“Public Property”** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Fort Bend County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

**“Section One & Two”** means the areas within the PID designated as such containing 206 Lots, as the same may be updated or amended from time to time.

**“Section One & Two Assessment Ordinance”** means Assessment Ordinance No. O-06-41 adopted by the City Council on August 21, 2006 levying the Assessments on the Assessed Property within Section One & Two and approving the applicable Assessment Roll.

**“Section Three”** means the area within the PID designated as Sections 3, 3A and 3B containing 93 Lots, as the same may be updated or amended from time to time.

**“Section Three Assessment Ordinance”** means Assessment Ordinance No. O-08-23 adopted by the City Council on May 19, 2008 levying the Assessments on the Assessed Property within Section Three and approving the applicable Assessment Roll.

**“Updated Service and Assessment Plan”** means this updated Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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## ***II. PROPERTY INCLUDED IN THE PID***

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### **A. PROPERTY INCLUDED IN THE PID**

The PID is presently located within the City and contains approximately 238 acres of land. The initial sections of the PID (the “Creekmont South Sections”) are projected to consist of 299 single family residential units as further described in Section III. A map of the property within the PID and depicting the boundaries of the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the Creekmont South Sections of the PID are expected to consist of approximately 299 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the single-family lots. The estimated number of lots (299) and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

**Table II-A**  
**Updated Proposed Development – Creekmont South Sections**

<b>Proposed Development Type</b>	<b>Quantity</b>	<b>Measurement</b>
Single Family Residential – Section One	139	units
Single Family Residential – Section Two	67	units
Single Family Residential – Section Three	66	units
Single Family Residential – Section 3A	18	units
Single Family Residential – Section 3B	9	units
<b>Total</b>	<b>299</b>	<b>units</b>

The estimated number of units at the build-out of the PID are based on the proposed land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer’s estimate of the highest and best use of the property within the PID.

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### ***III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS***

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#### **A. AUTHORIZED IMPROVEMENT OVERVIEW**

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

#### **372.003. Authorized Improvements**

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (1) landscaping;
- (2) erection of fountains, distinctive lighting, and signs;
- (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (4) construction or improvement of pedestrian malls;
- (5) acquisition and installation of pieces of art;
- (6) acquisition, construction, or improvement of libraries;
- (7) acquisition, construction, or improvement of off-street parking facilities;
- (8) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (10) the establishment or improvement of parks;
- (11) projects similar to those listed in Subdivisions (1)-(10);
- (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (13) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water

and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; [and]

(14) payment of expenses incurred in the establishment, administration and operation of the district

## **B. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS**

The Authorized Improvements will benefit the Assessed Property. The descriptions of the Authorized Improvements are presented below, and the Budgeted Costs of the Authorized Improvements are shown in Table III-A. The Budgeted Costs shown in Table III-A may be revised in an Annual Service Plan Update as needed.

- ***Roadway Improvements:***
  - The roadway improvements include construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- ***Water Distribution System Improvements:***
  - The water distribution system improvements consist of construction and installation of on-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will extend water service to the boundaries of the PID and to all lots within the PID. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- ***Sanitary Sewer Improvements:***
  - The sanitary sewer improvements consist of construction and installation of on-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of the PID and to all lots within the PID. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- ***Storm Sewer Improvements:***
  - The storm sewer improvements consist of construction and installation of storm trunks, detention and channel improvements encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of the PID

and to all lots within the PID. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Additional details and Actual Costs of the Authorized Improvements for Sections One through Section 3B are shown in the reports on applying agreed-upon procedures (“AUP”s) in Appendix B attached to this Updated Service and Assessment Plan.

The Budgeted Costs shown in Tables III-A may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line-item may be applied to a cost increase in another line-item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

**Table III-A**  
**Authorized Improvement Costs**

Description	Original Estimated Costs	Actual Costs through 5/4/09	Estimated Remaining Costs
Roadway works	\$3,242,312	\$935,805	\$2,306,507
Storm sewer improvements	\$2,124,265	\$1,206,405	\$1,026,663
Water improvements	\$746,648	\$367,167	\$392,023
Sanitary sewer improvements	\$1,823,865	\$941,586	\$699,577
Engineering and contingency	\$2,288,217	\$1,441,325	\$844,470
Other miscellaneous costs	\$0	\$1,183,079	\$0
<b>Total</b>	<b>\$10,225,307</b>	<b>\$6,075,367</b>	<b>\$5,269,240</b>

(A) Actual Costs through 5/4/09 and estimated remaining costs are based on the AUPs attached herein as Appendix B.

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## ***IV. SERVICE PLAN***

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### **A. SOURCES AND USES OF FUNDS**

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period.

The Actual Costs and the Budgeted Costs for the Authorized Improvements plus payment of expenses incurred in the establishment, administration and operation of the PID are \$10,225,307 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Annual Collection Costs, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll. Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A summarizes the sources and uses of funds required to construct the Authorized Improvements to be financed initially by the Developer who will be reimbursed under the terms of the PID Reimbursement Agreement, including Budgeted Costs related to establishing the PID. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The City reserves the right to issue Bonds secured by the Assessment Revenues to finance (or refinance) all or a portion of costs of the Authorized Improvements.

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**Table IV-A**  
**Estimated Sources and Uses**

<b>Sources of Funds</b>	<b>Sections One through Three</b>
Assessments – Section One	\$2,295,266
Assessments – Section Two	\$1,274,948
Assessments – Section Three	\$1,353,699
Assessments – Section 3A	\$364,880
Assessments – Section 3B	\$156,247
Other funding sources	\$4,780,268
<b>Total Sources</b>	<b>\$10,225,307</b>
<b>Uses of Funds</b>	
<i>Authorized Improvements<sup>1</sup></i>	
Roadway improvements	\$3,242,312
Storm sewer improvements	\$2,124,265
Water improvements	\$746,648
Sanitary sewer improvements	\$1,823,865
Engineering and contingency	\$2,288,217
Other miscellaneous costs <sup>2</sup>	\$0
<b>Total Uses</b>	<b>\$10,225,307</b>

Notes: 1 – The total uses are based on the Authorized Improvement Costs shown in Table III-A and the AUP included herein as Appendix B.

2 - Total sources for Section One through 3B represent the total Assessments levied on each section.

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**TABLE IV-B**  
**Annual Projected Costs and Annual Projected Indebtedness**

Year	Annual Projected Cost (A)	Annual Projected Indebtedness (B)
2006	\$0	\$3,570,214
2007	\$0	\$0
2008	\$0	\$1,874,825
2009	\$6,075,367	\$0
2010	\$0	\$0
2019	\$0	\$0
2020	\$0	\$0
2021	\$0	\$0
2022	\$0	\$0
2023	\$0	\$0
2024	\$0	\$0
2025	\$0	\$0
2026	\$0	\$0
<b>Total</b>	<b>\$6,075,367</b>	<b>\$5,445,039</b>

A - Annual projected costs through 2009 are based on the timing of AUP.

B - Annual projected indebtedness corresponds with levy of Assessments for each Section.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A and the costs associated with creating the PID. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer and will not be reimbursed from Assessment Revenue derived from Assessments levied on property within the PID.

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## ***V. ASSESSMENT PLAN***

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### **A. INTRODUCTION**

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated based on the square feet of each Lot, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The Assessed Property is intended to be developed as single family residential units.
3. The Authorized Improvement costs are allocated to each Parcel within the Assessed Property based on the square feet of each Lot.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel of Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit to the Assessed Property of the Authorized Improvements in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

### **B. SPECIAL BENEFIT**

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of

the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

The original owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments were being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Initial Developer evaluated the potential use of the property and determined that the highest and best use of the property was the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein requires the construction of the Authorized Improvements.

The original owner of the Assessed Property, by petitioning for the creation of the PID, ratified, confirmed, accepted, agreed to and approved; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion was based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Initial Developer consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and was acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

### **C. ASSESSMENT METHODOLOGY**

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

#### *1. Assessment Methodology*

The City Council determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property in each Section by spreading the entire Assessment across the Parcels based on the square feet of each Lot anticipated to be developed on each Parcel of Assessed Property. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger homes are likely to be built on larger Lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Authorized Improvements provided by the Initial Developer working with the City's engineers, as set forth in Table III-A, the City Council determined that the benefit to Assessed Property resulting from the Authorized Improvements was at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the square footage of each Lot to be built on each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the square feet of each Lot applicable at the time residential Lots are platted to the total square feet of all Lots in the platted Parcel, as

determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar square feet will have the same Assessment, with larger Lots having a proportionately larger share of the Assessments than smaller Lots. As part of the determination as to the ability of different Lots to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

2. *Allocation of Assessments to Lot Types*

The Assessment details described in the Assessment Ordinance for each Section are summarized in Table V-1 below.

**Table V-1  
Assessment per Unit by Section**

<b>Section</b>	<b>Planned No. of Units</b>	<b>Initial Total Assessment</b>	<b>Initial Assessment per sq. ft</b>
One	139	\$2,295,266	\$2.35
Two	67	\$1,274,948	\$2.35
Three	66	\$1,353,699	\$2.35
3A	18	\$364,880	\$2.35
3B	9	\$156,247	\$2.35
<b>Total</b>	<b>299</b>	<b>\$5,445,039</b>	

The Assessment and Annual Installments for each Parcel or Lot located is shown on the Assessment Roll attached as Appendix E and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**D. ASSESSMENTS**

The Assessments were levied on each Parcel according to the Assessment Rolls, attached hereto as Appendix C. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

**E. ANNUAL COLLECTION COSTS**

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by for each Section and equally by each Parcel within each Section. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the

amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

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## ***VI. TERMS OF THE ASSESSMENTS***

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### **A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS**

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property is shown on the Assessment Roll, attached as Appendix C, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the amounts due under the PID obligations for costs related to the Authorized Improvements and / or principal and interest on Bonds, if issued, and (ii) to cover the Annual Collection Costs.

### **B. REALLOCATION OF ASSESSMENTS**

#### **1. Subdivision**

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the total square feet of the Lots to be built on each new subdivided Parcel
- D = the sum of the total square feet for all Lots to be built on the new subdivided Parcels

The calculation of the square feet for the Lots to be built on a Parcel shall be performed by the Administrator based on applicable plats and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

## **2. Consolidation**

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

### **C. MANDATORY PREPAYMENT OF ASSESSMENTS**

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

### **D. REDUCTION OF ASSESSMENTS**

If after all Authorized Improvements to be funded with Assessments have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing the corresponding debt obligation, then the Assessment for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding debt obligation for the Actual Costs. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

### **E. PAYMENT OF ASSESSMENTS**

#### **1. Payment in Full**

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment into the applicable PID account; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

## **2. Payment in Annual Installments**

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Annual Collection Costs and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest and Annual Collection Costs. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment in Section One shall be paid with interest at the rate of 6.50%.

Each Assessment in Section Two shall be paid with interest at the rate of 6.50%.

Each Assessment in Section Three shall be paid with interest at the rate of 6.50%.

Each Assessment in Section 3A shall be paid with interest at the rate of 6.50%.

Each Assessment in Section 3B shall be paid with interest at the rate of 6.50%.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund Bonds or any other outstanding obligations in accordance with Section 372.027 of the PID Act and Chapter 1207 of the Texas Government Code. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

## F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installments including interest on the unpaid amount of an Assessment shall be updated annually. Each Annual Installments together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

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## ***VII. THE ASSESSMENT ROLL***

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### **A. ASSESSMENT ROLLS**

The Assessed Property within each Section will be assessed for the special benefits conferred upon such property as a result of the Authorized Improvements. Table IV-A summarizes the special benefit received by Assessed Property within the respective Sections from the Authorized Improvements and costs associated with the PID formation. The total costs of the Authorized Improvements is currently equal to the benefit received by Assessed Property. The total Assessment for Assessed Property within each Section is as shown in in Table V-1 plus interest and Annual Collection Costs and other authorized charges, which is equal to the benefit received by the Assessed Property. The Assessment for each Parcel of Assessed Property is calculated based on the allocation methodologies described in Section V.C of this Updated Service and Assessment Plan. The Assessment Rolls for each Section are attached hereto as Appendix C.

### **B. ANNUAL ASSESSMENT ROLL UPDATES**

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI(E) of this Service and Assessment Plan.

The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any, and any additional PID obligations owed.

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## ***VIII. MISCELLANEOUS PROVISIONS***

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### **A. ADMINISTRATIVE REVIEW**

The City may elect to designate a third party to serve as Administrator. Unless requested to do so in the PID petition, the City may elect to notify a Developer in writing within thirty (30) days of appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or, if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

### **B. TERMINATION OF ASSESSMENTS**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

### **C. AMENDMENTS**

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

#### **D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS**

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein; such interpretations and determinations shall be conclusive.

#### **E. SEVERABILITY**

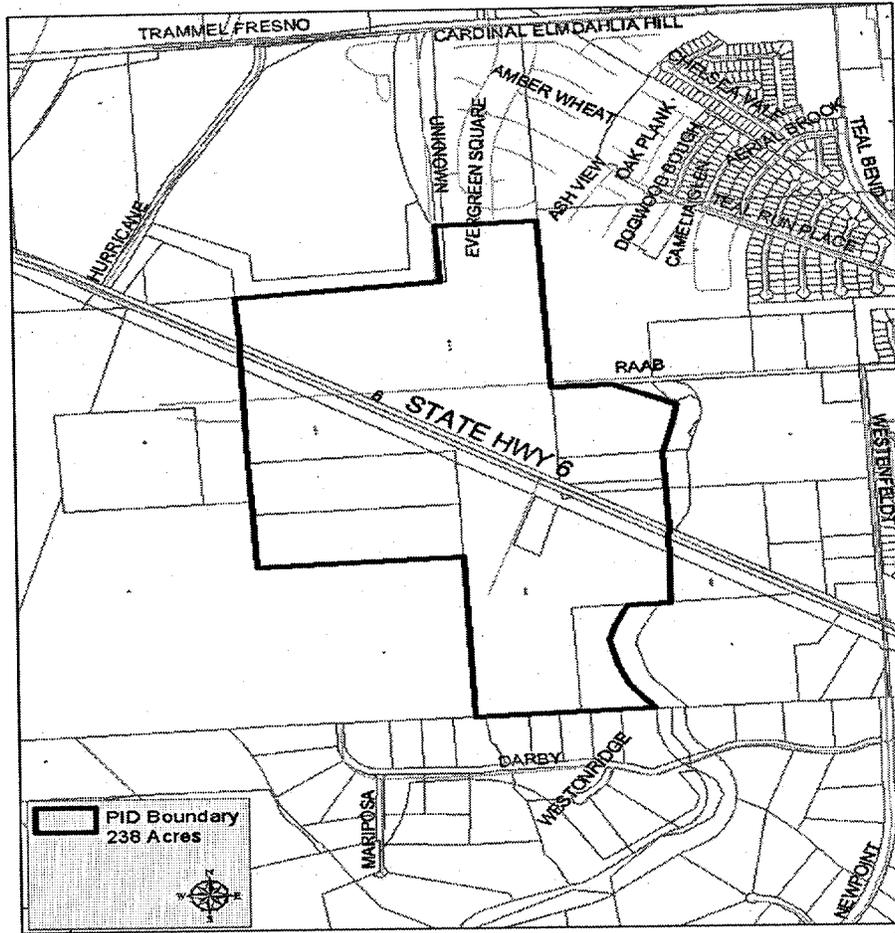
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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**APPENDIX A**  
**THE PID MAP**

# EXHIBIT "A"



**APPENDIX B**  
**AUTHORIZED IMPROVEMENT COSTS**

**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
**OF**  
**THE CITY OF MISSOURI CITY, TEXAS**  
REPORT ON APPLYING AGREED-UPON PROCEDURES TO  
CONSTRUCTION, ENGINEERING AND RELATED COSTS REIMBURSABLE  
TO PERRY HOMES (DEVELOPER)

MAY 4, 2009

**PUBLIC IMPROVEMENT DISTRICT NO. 4**

**OF**

**THE CITY OF MISSOURI CITY, TEXAS**

REPORT ON APPLYING AGREED-UPON PROCEDURES TO  
CONSTRUCTION, ENGINEERING AND RELATED COSTS REIMBURSABLE  
TO PERRY HOMES (DEVELOPER)

MAY 4, 2009

TABLE OF CONTENTS

SCHEDULE

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING  
AGREED-UPON PROCEDURES

SCHEDULE OF CONSTRUCTION, ENGINEERING AND  
RELATED COSTS REIMBURSABLE TO PERRY  
HOMES (DEVELOPER)

A

SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS  
WITH EXHIBIT B OF DEVELOPMENT AGREEMENT

B

**McCALL, GIBSON & COMPANY, PLLC**  
*Certified Public Accountants*

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(512) 418-2358  
Fax: (512) 340-0604

May 4, 2009

City Council Members  
Public Improvement District No. 4  
City of Missouri City, Texas

Independent Accountant's Report  
on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were agreed to by the City Council Members of the City of Missouri City, Texas (the "City") on behalf of the Public Improvement District No. 4 (the "PID No. 4") on the invoices and schedules submitted by Perry Homes ("Developer") as of May 4, 2009. These procedures were performed solely to assist you in determining the amount to be reimbursed to the Developer involved and to facilitate the preparation of a comparison of the actual costs incurred with the Creekmont Preliminary Cost Summary as documented in Exhibit B of the Development Agreement dated February 7, 2006, and amended May 4, 2009. According to Section 5.02 of the Development Agreement, "the Authority shall hire a certified public accountant to calculate the amount due the Developer for the Developer Advances being repaid with interest calculated thereon".

This engagement to apply agreed-upon procedures was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Council Members of the City. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. The procedures performed are summarized as follows:

- A. We reviewed certain schedules and supporting invoices submitted by the Developer in substantiation of the costs to be reimbursed. Our review included all documentation supporting items, amounts, and proof of payment for which reimbursement is requested. In addition, we reviewed all agreements provided to us relative to the reimbursement request.

- B. We verified the mathematical accuracy of all engineering invoices greater than \$5,000. We compared the total of the invoices submitted to notations on the final engineering invoices on the project to ascertain whether or not all invoices rendered on the project were included in the reimbursement
- C. We reviewed the computation of certain costs looking for any amounts required to be paid 100% by the Developer, in accordance with the Development Agreement. Any costs required to be paid by the Developer were deducted.
- D. For the construction contracts, we footed the final pay estimates, and we calculated the extensions of any line item greater than \$5,000.
- E. We obtained verbal confirmation from Allgood Construction Company, Incorporated, Liftwater Construction, Inc., Hurtado Construction Co. Inc., E.L. Harris III Construction, Inc. and Crostex Construction, Inc. that contracts have been paid in full and that there were no outstanding claims against the City, PID No. 4 or the Developer.
- F. We prepared schedules that compute interest in accordance with the terms of the Development Agreement.
- G. We prepared a reimbursement report for the benefit of the City, including the accountant's report and schedule of amounts reimbursable to the Developer, and have compared the amounts for the PID improvements, Exhibit B in the Development Agreement, with the actual reimbursable costs.

The attached Schedule A titled "Schedule of Construction, Engineering and Related Costs Reimbursable to Perry Homes (Developer)", sets forth their reimbursable costs. This reimbursement is in accordance with the terms and conditions of the Development Agreement by and among the Missouri City Development Authority, PID No. 4 and Perry Homes dated February 7, 2006. That Agreement was amended on May 4, 2009 to include additional projects.

Perry Homes originally submitted schedules and invoices totaling \$4,146,151.87, including interest of \$575,937.87 calculated at 4.75% through January 27, 2009. Several updates were submitted, with the final totaling \$3,346,392.42, including interest of \$464,278.61. After our initial report, Section Three and Paving items were added, bringing the total due to \$5,656,398.17, including interest of \$764,110.27. We have revised the reimbursable amount to \$6,075,366.98, including interest of \$1,183,079.08 calculated through May 4, 2009. The following changes were made to the original schedule:

- A. We calculated interest through May 4, 2009 at the prime commercial lending rate of JPMorgan Chase Bank plus 1% compounded semi-annually, which resulted in an addition to the reimbursement amount of \$418,968.81.

According to the Development Agreement, the Developer is to be paid interest on the reimbursable amount at the prime commercial lending rate of JPMorgan Chase Bank plus 1% per annum compounded semiannually. We calculated the interest rate using a per annum basis of 365 days. The following details the interest rates used for the periods included:

Dates	Prime Rate	Prime Rate plus 1%
February 11, 2005 to March 21, 2005	5.50%	6.50%
March 22, 2005 to May 2, 2005	5.75%	6.75%
May 3, 2005 to June 29, 2005	6.00%	7.00%
June 30, 2005 to August 8, 2005	6.25%	7.25%
August 9, 2005 to September 19, 2005	6.50%	7.50%
September 20, 2005 to October 31, 2005	6.75%	7.75%
November 1, 2005 to December 12, 2005	7.00%	8.00%
December 13, 2005 to January 30, 2006	7.25%	8.25%
January 31, 2006 to March 27, 2006	7.50%	8.50%
March 28, 2006 to May 9, 2006	7.75%	8.75%
May 10, 2006 to June 28, 2006	8.00%	9.00%
June 29, 2006 to September 17, 2007	8.25%	9.25%
September 18, 2007 to October 30, 2007	7.75%	8.75%
October 31, 2007 to December 10, 2007	7.50%	8.50%
December 11, 2007 to January 21, 2008	7.25%	8.25%
January 22, 2008 to January 29, 2008	6.50%	7.50%
January 30, 2008 to March 17, 2008	6.00%	7.00%
March 18, 2008 to April 29, 2008	5.25%	6.25%
April 30, 2008 to October 7, 2008	5.00%	6.00%
October 8, 2008 to October 28, 2008	4.50%	5.50%
October 29, 2008 to December 15, 2008	4.00%	5.00%
December 16, 2008 to May 4, 2009*	3.25%	4.25%

\*Assumes no change in prime interest rate after April 29, 2009

Section 5.02(d)(2) of the agreement states the report should certify “that funds are available to make such payment”. This report does not meet that contract provision.

Schedule B compares the actual reimbursable costs due the Developer with Exhibit B of the Development Agreement and an estimate of the cost to complete the projects.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the aforementioned reimbursable costs. Accordingly, we do not express an opinion on the costs to be reimbursed as of May 4, 2009. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Development Authority and is not intended to be and should not be used by anyone other than this specified party. However, this report is a matter of public record and its distribution is not limited. This report should not be associated with the presentation of any financial data of the City or PID No. 4 except to comply with filing requirements as required by the respective agreements.

We appreciate this opportunity to be of service to you.

*McCall, Gibson & Company, PLLC*

McCall, Gibson & Company, PLLC  
Certified Public Accountants

2009 MO City AUP

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	REIMBURSABLE COST
<b>Allgood Construction Company, Incorporated</b>	
Construction - Water, Sewer, and Drainage to serve Creekmont, Section One	
Amount Paid by Developer	\$ 1,148,994.86
Less Amount Allocable to Other Projects	<u>672,653.85</u>
	\$ 476,341.01
 <b>Carter &amp; Burgess, Inc.</b>	
Engineering - Water, Sewer and Drainage to serve Creekmont, Section One	
Amount Paid by Developer	\$ 222,471.71
Less Amount Allocable to Other Projects	<u>158,403.67</u>
	64,068.04
 <b>Terracon Consultants, Inc.</b>	
Materials Testing - Water, Sewer and Drainage Creekmont, Section One	
Amount Paid by Developer	\$ 29,808.50
Less Amount Allocable to Other Projects	<u>20,645.37</u>
	9,163.13
 <b>Allgood Construction Company, Incorporated</b>	
Construction - Paving Creekmont, Section One	
Amount Paid by Developer	\$ 850,561.93
Less Amount Allocable to Other Projects	<u>459,638.62</u>
	390,923.31
 <b>Carter &amp; Burgess, Inc.</b>	
Engineering - Paving Creekmont, Section One	
Amount Paid by Developer	\$ 128,878.30
Less Amount Allocable to Other Projects	<u>73,881.91</u>
	54,996.39

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	REIMBURSABLE COST	
<b>Terracon Consultants, Inc.</b>		
Materials Testing - Paving Creekmont, Section One		
Amount Paid by Developer	\$ 42,994.88	
Less Amount Allocable to Other Projects	24,648.01	\$ 18,346.87
 <b>Allgood Construction Company, Incorporated</b>		
Construction - Water, Sewer, and Drainage to serve Creekmont, Section Two		
Amount Paid by Developer	\$ 1,966,268.03	
Less Amount Allocable to Other Projects	904,520.43	1,061,747.60
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Water, Sewer and Drainage to serve Creekmont, Section Two		
Amount Paid by Developer	\$ 298,051.18	
Less Amount Allocable to Other Projects	148,203.25	149,847.93
 <b>Terracon Consultants, Inc.</b>		
Materials Testing - Water, Sewer and Drainage Creekmont, Section Two		
Amount Paid by Developer	\$ 51,737.25	
Less Amount Allocable to Other Projects	24,461.37	27,275.88
 <b>Allgood Construction Company, Incorporated</b>		
Construction - Paving Creekmont, Section Two		
Amount Paid by Developer	\$ 699,375.33	
Less Amount Allocable to Other Projects	351,726.23	347,649.10

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
 SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
 REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
 May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	REIMBURSABLE COST	
<b>Allgood Construction Company, Incorporated</b>		
Construction - Paving South Creekmont, Section Two		
Amount Paid by Developer	\$ 67,486.59	
Less Amount Allocable to Other Projects	29,607.30	\$ 37,879.29
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Paving Creekmont, Section Two		
Amount Paid by Developer	\$ 110,911.04	
Less Amount Allocable to Other Projects	52,595.78	58,315.26
 <b>Terracon Consultants, Inc.</b>		
Materials Testing - Paving Creekmont, Section Two		
Amount Paid by Developer	\$ 25,872.33	
Less Amount Allocable to Other Projects	12,263.88	13,608.45
 <b>Crostex Construction, Inc.</b>		
Construction - Water, Sewer, and Drainage to serve Creekmont, Section Three		
Amount Paid by Developer		346,125.25
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Water, Sewer and Drainage to serve Creekmont, Section Three		
Amount Paid by Developer	\$ 46,043.62	
Less Amount Allocable to Other Projects	722.89	45,320.73

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION		REIMBURSABLE COST
<b>Terracon Consultants, Inc.</b>		
Materials Testing - Water, Sewer and Drainage Creekmont, Section Three		
Amount Paid by Developer	\$ 14,852.75	
Less Amount Allocable to Other Projects	233.19	\$ 14,619.56
 <b>E. L. Harris III Construction, Inc.</b>		
Construction - Paving Creekmont, Section Three		
Amount Paid by Developer	\$ 265,590.10	
Less Amount Allocable to Other Projects	106,236.04	159,354.06
 <b>Liftwater Construction, Inc.</b>		
Construction - Lift Station Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 382,602.76	
Less Amount Allocable to Other Projects	336,898.18	45,704.58
 <b>Liftwater Construction, Inc.</b>		
Construction - Lift Station Creekmont, Section Three		
Amount Paid by Developer	\$ 382,602.76	
Less Amount Allocable to Other Projects	359,164.51	23,438.25
 <b>Allgood Construction Company, Incorporated</b>		
Construction - Offsite Improvements Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 1,459,158.40	
Less Amount Allocable to Other Projects	1,284,851.72	174,306.68

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION		REIMBURSABLE COST
<b>Allgood Construction Company, Incorporated</b>		
Construction - Offsite Improvements Creekmont, Section Three		
Amount Paid by Developer	\$ 1,459,158.40	
Less Amount Allocable to Other Projects	1,369,770.36	\$ 89,388.04
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Lift Station and Offsite Improvements Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 230,685.43	
Less Amount Allocable to Other Projects	203,128.44	27,556.99
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Lift Station and Offsite Improvements Creekmont, Section Three		
Amount Paid by Developer	\$ 230,685.43	
Less Amount Allocable to Other Projects	216,553.64	14,131.79
 <b>Terracon Consultants, Inc.</b>		
Materials Testing - Lift Station Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 103.50	
Less Amount Allocable to Other Projects	91.14	12.36
 <b>Terracon Consultants, Inc.</b>		
Materials Testing - Lift Station Creekmont, Section Three		
Amount Paid by Developer	\$ 103.50	
Less Amount Allocable to Other Projects	97.16	6.34

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION		REIMBURSABLE COST
<b>Terracon Consultants, Inc.</b>		
Materials Testing - Offsite Improvements Creekmont, Section One and Two		
Amount Paid by Developer	\$ 7,377.50	
Less Amount Allocable to Other Projects	6,496.21	\$ 881.29
 <b>Terracon Consultants, Inc.</b>		
Materials Testing - Offsite Improvements Creekmont, Section Three		
Amount Paid by Developer	\$ 7,377.50	
Less Amount Allocable to Other Projects	6,925.55	451.95
 <b>Hurtado Construction Co. Inc.</b>		
Construction - Detention Facility Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 1,127,824.00	
Less Amount Allocable to Other Projects	930,770.59	197,053.41
 <b>Hurtado Construction Co. Inc.</b>		
Construction - Detention Facility Creekmont, Section Three		
Amount Paid by Developer	\$ 1,127,824.00	
Less Amount Allocable to Other Projects	1,026,770.97	101,053.03
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Detention Facility Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 157,514.85	
Less Amount Allocable to Other Projects	129,993.86	27,520.99

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	REIMBURSABLE COST	
<b>Carter &amp; Burgess, Inc.</b>		
Engineering - Detention Facility Creekmont, Section Three		
Amount Paid by Developer	\$ 157,514.85	
Less Amount Allocable to Other Projects	143,401.52	\$ 14,113.33
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Drainage Study Creekmont, Sections One and Two		
Amount Paid by Developer	\$ 24,625.11	
Less Amount Allocable to Other Projects	20,322.61	4,302.50
 <b>Carter &amp; Burgess, Inc.</b>		
Engineering - Drainage Study Creekmont, Section Three		
Amount Paid by Developer	\$ 24,625.11	
Less Amount Allocable to Other Projects	22,418.70	2,206.41
 <b>City of Missouri City, Texas</b>		
Impact Fees Creekmont Section One 139 lots @ \$2,991.90		
Amount Paid by Developer		415,874.10
 <b>City of Missouri City, Texas</b>		
Impact Fees Creekmont Section Two 67 lots @ \$2,991.90		
Amount Paid by Developer		200,457.30

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**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
 SCHEDULE OF CONSTRUCTION, ENGINEERING AND RELATED COSTS  
 REIMBURSABLE TO PERRY HOMES (DEVELOPER)  
 May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	REIMBURSABLE COST
<b>City of Missouri City, Texas</b>	
Impact Fees	
Creekmont Section Three	
93 lots @ \$2,991.90	
Amount Paid by Developer	\$ <u>278,246.70</u>
<b>TOTAL AMOUNT REIMBURSABLE TO PERRY HOMES AS OF MAY 4, 2009</b>	<b>\$ <u>4,892,287.90</u></b>
<b>Add: Developer Interest *</b>	<u>1,183,079.08</u>
<b>TOTAL AMOUNT PAYABLE TO PERRY HOMES AS OF MAY 4, 2009</b>	<b>\$ <u><u>6,075,366.98</u></u></b>

\* Interest is calculated based upon the JPMorgan Chase Bank prime commercial lending rate plus one percent compounded semiannually in accordance with the Development Agreement.

**CITY OF MISSOURI CITY, TEXAS**  
**PUBLIC IMPROVEMENT DISTRICT NO. 4**  
SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS  
WITH EXHIBIT B OF DEVELOPMENT AGREEMENT  
May 4, 2009

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND  
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	ESTIMATED COST ALLOCATION EXHIBIT B	PID NO. 4 COSTS TO BE REIMBURSED TO PERRY HOMES AT MAY 4, 2009	ESTIMATED ADDITIONAL COST TO COMPLETE
<b>PUBLIC IMPROVEMENTS</b>			
<b>WATER</b>			
Water - Section 1	\$ 146,500	\$ 128,492	\$ -
Water - Section 2	157,125	197,224	
Water - Section 3	51,000	41,451	
Water - North Highway 6	392,023		392,023
<b>SANITARY SEWER</b>			
Lift Station and Off-Site Force Main	469,273	332,838	136,435
Sanitary - Trunk Line, Section 1	37,377	26,494	
Sanitary - Section 1 (Non-Shared)	211,890	155,648	
Sanitary - 9.16 Acres & Hwy 6 (Section 2)	37,628		37,628
Sanitary - Section 2 (Non-Shared)	399,097	291,137	
Sanitary - Section 3 (Non-Shared)	143,086	135,469	
Sanitary - North Highway 6 (Shared)	70,908		70,908
Sanitary - North Highway 6 (Non-Shared)	454,606		454,606
<b>STORM SEWER</b>			
Storm - Trunk Line, Section 1	57,579	59,451	
Storm - Section 1 (Non-Shared)	135,742	104,472	
Storm - 9.16 Acres & South Creekmont Drive (Section 2)	8,461		8,461
Storm - Trunk Line Section 2	234,386	284,824	
Storm - Section 2 (Non-Shared)	232,718	275,966	
Storm - Section 3 (Non-Shared)	123,093	169,205	
Storm Water Pollution Protection Plan South Highway 6	15,978	14,381	
Storm - North Highway 6 (Shared)	325,971		325,971
Storm - North Highway 6 (Non-Shared)	408,765		408,765
Storm Water Pollution Protection Plan North Highway 6	20,676		20,676
Detention and Channel Improvements	560,896	298,106	262,790
<b>PAVING</b>			
Paving - South Hwy 6 (Sections 1,2,3)	1,750,000	935,805	814,195
Paving - North. Hwy 6 (Sections 4,5)	1,492,312		1,492,312
<b>MISCELLANEOUS</b>			
Utility and Paving Engineering	704,217	546,747	157,470
Water/Sewer Impact Fees - North	687,000		687,000
Water/Sewer Impact Fees - South	897,000	894,578	
<b>SUBTOTAL</b>	<b>\$ 10,225,307</b>	<b>\$ 4,892,288</b>	<b>\$ 5,269,240</b>
Developer Interest	\$ -	\$ 1,183,079	\$ -
<b>TOTAL</b>	<b>\$ 10,225,307</b>	<b>\$ 6,075,367</b>	<b>\$ 5,269,240</b>

TOTAL ACTUAL COSTS TO DATE AND ESTIMATED ADDITIONAL COST TO COMPLETE	ACTUAL OVER (UNDER) ESTIMATE	% VARIANCE OVER (UNDER) ESTIMATE
\$ 128,492	\$ (18,008)	-12.29%
197,224	40,099	25.52%
41,451	(9,549)	-18.72%
392,023	-	0.00%
469,273	-	0.00%
26,494	(10,883)	-29.12%
155,648	(56,242)	-26.54%
37,628	-	0.00%
291,137	(107,960)	-27.05%
135,469	(7,617)	-5.32%
70,908	-	0.00%
454,606	-	0.00%
59,451	1,872	3.25%
104,472	(31,270)	-23.04%
8,461	-	0.00%
284,824	50,438	21.52%
275,966	43,248	18.58%
169,205	46,112	37.46%
14,381	(1,597)	-9.99%
325,971	-	0.00%
408,765	-	0.00%
20,676	-	0.00%
560,896	-	0.00%
1,750,000	-	0.00%
1,492,312	-	0.00%
704,217	-	0.00%
687,000	-	0.00%
894,578	(2,422)	-0.27%
<u>\$ 10,161,528</u>	<u>\$ (63,779)</u>	
<u>\$ 1,183,079</u>	<u>\$ 1,183,079</u>	
<u><u>\$ 11,344,607</u></u>	<u><u>\$ 1,119,300</u></u>	

**APPENDIX C**  
**ASSESSMENT ROLLS**

**Appendix C-1**  
**Sections 1 and 2 Assessment Roll Summary**

Parcel ID	Section	Block	Lot	Lot Area (S.F.)	Total Original Assessment	Current Outstanding Assessment <sup>1</sup>	Current Annual Installment Amount
2704010010010907	1	1	1	6,124	\$14,391.40	\$11,916.41	\$1,055.95
2704010010020907	1	1	2	5,948	\$13,977.80	\$11,300.64	\$1,025.60
2704010010030907	1	1	3	5,948	\$13,977.80	\$11,300.64	\$1,025.60
2704010010040907	1	1	4	5,948	\$13,977.80	\$11,573.94	\$1,025.60
2704010010050907	1	1	5	5,794	\$13,615.90	\$11,274.28	\$999.05
2704010010060907	1	1	6	5,680	\$13,348.00	\$10,791.47	\$979.39
2704010010070907	1	1	7	8,922	\$20,966.70	\$17,360.91	\$1,528.40
2704010010080907	1	1	8	10,201	\$23,972.35	\$19,380.94	\$1,758.94
2704010010090907	1	1	9	6,164	\$14,485.40	\$11,409.39	\$1,062.85
2704010010100907	1	1	10	5,974	\$14,038.90	\$11,350.04	\$1,030.09
2704010010110907	1	1	11	5,752	\$13,517.20	\$10,928.26	\$991.81
2704010010120907	1	1	12	5,650	\$13,277.50	\$10,994.08	\$974.22
2704010010130907	1	1	13	5,650	\$13,277.50	\$10,734.47	\$974.22
2704010010140907	1	1	14	5,650	\$13,277.50	\$10,457.99	\$974.22
2704010010150907	1	1	15	5,650	\$13,277.50	\$10,994.08	\$974.22
2704010010160907	1	1	16	5,650	\$13,277.50	\$10,994.08	\$974.22
2704010010170907	1	1	17	5,650	\$13,277.50	\$10,457.99	\$974.22
2704010010180907	1	1	18	5,650	\$13,277.50	\$10,457.99	\$974.22
2704010010190907	1	1	19	5,650	\$13,277.50	\$10,734.47	\$974.22
2704010010200907	1	1	20	5,650	\$13,277.50	\$10,994.08	\$974.22
2704010010210907	1	1	21	8,251	\$19,389.85	\$15,272.36	\$1,422.70
2704010010220907	1	1	22	12,889	\$30,289.15	\$23,857.17	\$2,222.43
2704010010230907	1	1	23	8,152	\$19,157.20	\$15,488.03	\$1,405.63
2704010010240907	1	1	24	10,003	\$23,507.05	\$19,464.38	\$1,724.80
2704010010250907	1	1	25	7,603	\$17,867.05	\$14,444.99	\$1,310.97
2704010010260907	1	1	26	6,919	\$16,259.65	\$12,806.87	\$1,193.03
2704010010270907	1	1	27	8,649	\$20,325.15	\$16,432.29	\$1,491.33
2704010010280907	1	1	28	6,220	\$14,617.00	\$11,513.04	\$1,072.50
2704010010290907	1	1	29	6,560	\$15,416.00	\$12,142.37	\$1,131.13
2704010010300907	1	1	30	7,432	\$17,465.20	\$14,461.59	\$1,281.49
2704010010310907	1	1	31	5,935	\$13,947.25	\$10,985.51	\$1,023.38
2704010010320907	1	1	32	5,944	\$13,968.40	\$11,293.04	\$1,024.91
2704010010330907	1	1	33	5,944	\$13,968.40	\$11,566.16	\$1,024.91
2704010010340907	1	1	34	6,666	\$15,665.10	\$12,664.77	\$1,149.41
2704010010350907	1	1	35	7,558	\$17,761.30	\$14,359.49	\$1,303.21
2704010010360907	1	1	36	11,218	\$26,362.30	\$21,313.15	\$1,934.30
2704010010370907	1	1	37	8,728	\$20,510.80	\$16,582.38	\$1,504.95
2704010010380907	1	1	38	9,204	\$21,629.40	\$17,486.73	\$1,587.03
2704010010390907	1	1	39	8,676	\$20,388.60	\$16,483.58	\$1,495.99
2704010010400907	1	1	40	7,148	\$16,797.80	\$13,580.53	\$1,232.52
2704010010410907	1	1	41	8,202	\$19,274.70	\$15,181.67	\$1,414.26
2704010010420907	1	1	42	7,010	\$16,473.50	\$12,975.31	\$1,208.72
2704010010430907	1	1	43	6,878	\$16,163.30	\$13,067.55	\$1,185.96
2704010010440907	1	1	44	12,530	\$29,445.50	\$23,805.82	\$2,160.52
2704010010450907	1	1	45	9,751	\$22,914.85	\$18,525.98	\$1,681.35
2704010010460907	1	1	46	11,078	\$26,033.30	\$21,047.16	\$1,910.16
2704010010470907	1	1	47	10,758	\$25,281.30	\$19,912.75	\$1,854.98
2704010010480907	1	1	48	6,335	\$14,887.25	\$12,326.99	\$1,092.33
2704010010490907	1	1	49	7,333	\$17,232.55	\$13,932.01	\$1,264.42
2704010020010907	1	2	1	7,122	\$16,736.70	\$13,858.37	\$1,228.03
2704010020020907	1	2	2	7,254	\$17,046.90	\$13,781.92	\$1,250.79
2704010020030900	1	2	3	5,700	\$13,395.00	PREPAID	PREPAID
2704010020040907	1	2	4	5,700	\$13,395.00	\$10,829.46	\$1,026.00
2704010020050907	1	2	5	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020060907	1	2	6	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020070907	1	2	7	5,700	\$13,395.00	\$10,550.54	\$982.84

**Appendix C-1**  
**Sections 1 and 2 Assessment Roll Summary**

Parcel ID	Section	Block	Lot	Lot Area (S.F.)	Total Original Assessment	Current Outstanding Assessment <sup>1</sup>	Current Annual Installment Amount
2704010020080907	1	2	8	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020090907	1	2	9	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020100907	1	2	10	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020110907	1	2	11	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020120907	1	2	12	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020130907	1	2	13	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020140907	1	2	14	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020150907	1	2	15	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020160907	1	2	16	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020170907	1	2	17	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020180907	1	2	18	5,700	\$13,395.00	\$10,550.54	\$982.84
2704010020190907	1	2	19	5,700	\$13,395.00	\$11,091.37	\$982.84
2704010020200907	1	2	20	5,700	\$13,395.00	\$11,091.37	\$982.84
2704010020210907	1	2	21	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020220907	1	2	22	5,700	\$13,395.00	\$11,091.37	\$982.84
2704010020230907	1	2	23	5,700	\$13,395.00	\$11,091.37	\$982.84
2704010020240907	1	2	24	5,824	\$13,686.40	\$11,332.65	\$1,004.22
2704010020250907	1	2	25	8,185	\$19,234.75	\$15,926.82	\$1,411.32
2704010020260907	1	2	26	12,784	\$30,042.40	\$24,875.80	\$2,204.32
2704010020270907	1	2	27	8,742	\$20,543.70	\$16,608.98	\$1,507.37
2704010020280907	1	2	28	6,553	\$15,399.55	\$12,450.08	\$1,129.92
2704010020290907	1	2	29	7,576	\$17,803.60	\$14,393.69	\$1,306.32
2704010020300907	1	2	30	5,865	\$13,782.75	\$11,142.95	\$1,011.29
2704010020310907	1	2	31	5,505	\$12,936.75	\$10,458.98	\$949.22
2704010020320907	1	2	32	5,490	\$12,901.50	\$10,430.48	\$946.63
2704010020330907	1	2	33	6,867	\$16,137.45	\$13,046.65	\$1,184.06
2704010020340907	1	2	34	8,650	\$20,327.50	\$16,434.19	\$1,491.50
2704010020350907	1	2	35	6,268	\$14,729.80	\$12,196.61	\$1,080.78
2704010020360907	1	2	36	11,272	\$26,489.20	\$21,415.74	\$1,943.61
2704010020370907	1	2	37	9,724	\$22,851.40	\$18,474.69	\$1,676.69
2704010020380907	1	2	38	10,060	\$23,641.00	\$19,113.05	\$1,734.63
2704010020390907	1	2	39	12,102	\$28,439.70	\$22,992.66	\$2,086.73
2704010020400907	1	2	40	6,492	\$15,256.20	\$12,334.19	\$1,119.40
2704010020410907	1	2	41	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020420907	1	2	42	5,700	\$13,395.00	\$10,829.46	\$982.84
2704010020430907	1	2	43	5,693	\$13,378.55	\$10,816.16	\$981.63
2704010020440907	1	2	44	7,506	\$17,639.10	\$14,260.69	\$1,294.25
2704010020450907	1	2	45	10,573	\$24,846.55	\$20,087.71	\$1,823.08
2704010020460907	1	2	46	6,397	\$15,032.95	\$12,153.70	\$1,103.02
2704010020470907	1	2	47	5,948	\$13,977.80	\$11,300.64	\$1,025.60
2704010020480907	1	2	48	5,948	\$13,977.80	\$11,300.64	\$1,025.60
2704010020490907	1	2	49	5,948	\$13,977.80	\$11,300.64	\$1,025.60
2704010020500907	1	2	50	5,948	\$13,977.80	\$11,573.94	\$1,012.91
2704010020510907	1	2	51	5,948	\$13,977.80	\$11,300.64	\$1,001.18
2704010020520907	1	2	52	6,124	\$14,391.40	\$11,916.41	\$1,019.65
2704010030010907	1	3	1	6,059	\$14,238.65	\$11,511.53	\$1,044.74
2704010030020907	1	3	2	5,300	\$12,455.00	\$10,069.50	\$913.87
2704010030030907	1	3	3	5,300	\$12,455.00	\$10,069.50	\$913.87
2704010030040907	1	3	4	5,300	\$12,455.00	\$10,069.50	\$913.87
2704010030050907	1	3	5	6,830	\$16,050.50	\$12,976.36	\$1,177.68
2704010030060907	1	3	6	12,668	\$29,769.80	\$24,068.01	\$2,184.32
2704010030070907	1	3	7	8,644	\$20,313.40	\$15,999.80	\$1,490.47
2704010030080907	1	3	8	9,920	\$23,312.00	\$19,302.87	\$1,710.49
2704010030090907	1	3	9	8,909	\$20,936.15	\$16,926.26	\$1,536.16
2704010030100907	1	3	10	11,063	\$25,998.05	\$20,477.29	\$1,907.57
2704010030110907	1	3	11	7,930	\$18,635.50	\$15,066.25	\$1,367.36

**Appendix C-1  
Sections 1 and 2 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>Lot Area (S.F.)</b>	<b>Total Original Assessment</b>	<b>Current Outstanding Assessment<sup>1</sup></b>	<b>Current Annual Installment Amount</b>
2704010030120907	1	3	12	9,082	\$21,342.70	\$17,254.95	\$1,565.99
2704010030130907	1	3	13	5,666	\$13,315.10	\$10,764.87	\$976.98
2704010030140907	1	3	14	5,949	\$13,980.15	\$11,011.43	\$1,025.77
2704010030150907	1	3	15	6,512	\$15,303.20	\$12,671.40	\$1,122.85
2704010030160907	1	3	16	7,640	\$17,954.00	\$14,141.42	\$1,317.35
2704010030170907	1	3	17	8,814	\$20,712.90	\$16,314.46	\$1,519.78
2704010030180907	1	3	18	7,299	\$17,152.65	\$13,510.24	\$1,258.55
2704010030190907	1	3	19	6,218	\$14,612.30	\$11,813.62	\$1,072.16
2704010030200907	1	3	20	6,066	\$14,255.10	\$11,227.99	\$1,045.95
2704010030210907	1	3	21	7,163	\$16,833.05	\$13,938.15	\$1,235.10
2704010030220907	1	3	22	7,028	\$16,515.80	\$13,675.46	\$1,211.82
2704010030230907	1	3	23	9,817	\$23,069.95	\$19,102.45	\$1,692.73
2704010030240907	1	3	24	6,843	\$16,081.05	\$13,315.48	\$1,179.93
2704010030250907	1	3	25	5,578	\$13,108.30	\$10,597.68	\$961.80
2704010030260907	1	3	26	5,576	\$13,103.60	\$10,850.08	\$961.46
2704010030270907	1	3	27	5,539	\$13,016.65	\$10,778.09	\$955.08
2704010030280907	1	3	28	5,469	\$12,852.15	\$10,641.88	\$943.01
2704010030290907	1	3	29	5,501	\$12,927.35	\$10,451.38	\$948.53
2704010030300907	1	3	30	5,504	\$12,934.40	\$10,709.98	\$949.04
2704010030310907	1	3	31	5,480	\$12,878.00	\$10,663.28	\$944.91
2704010030320907	1	3	32	5,558	\$13,061.30	\$10,815.06	\$958.36
2704010030330907	1	3	33	5,574	\$13,098.90	\$10,590.08	\$961.11
2704010030340907	1	3	34	7,156	\$16,816.60	\$13,595.73	\$1,233.90
2704010030350907	1	3	35	7,307	\$17,171.45	\$13,525.05	\$1,259.93
2704010030360907	1	3	36	5,724	\$13,451.40	\$10,594.96	\$986.98
2704010030370907	1	3	37	5,724	\$13,451.40	\$10,875.06	\$986.98
2704010030380907	1	3	38	6,652	\$15,632.20	\$12,638.17	\$1,146.99
2704020010010907	2	1	1	8,989	\$21,124.15	\$17,491.28	\$1,549.96
2704020010020907	2	1	2	7,478	\$17,573.30	\$14,551.10	\$1,289.42
2704020010030907	2	1	3	7,473	\$17,561.55	\$14,198.00	\$1,288.56
2704020010040907	2	1	4	7,472	\$17,559.20	\$13,830.46	\$1,288.38
2704020020010907	2	2	1	7,380	\$17,343.00	\$13,660.17	\$1,272.52
2704020020020907	2	2	2	7,380	\$17,343.00	\$13,660.17	\$1,272.52
2704020020030907	2	2	3	7,380	\$17,343.00	\$14,021.31	\$1,272.52
2704020020040907	2	2	4	8,120	\$19,082.00	\$15,427.24	\$1,400.12
2704020020050907	2	2	5	9,540	\$22,419.00	\$17,658.27	\$1,644.96
2704020020060907	2	2	6	11,643	\$27,361.05	\$22,655.58	\$2,007.58
2704020020070907	2	2	7	8,355	\$19,634.25	\$15,464.86	\$1,440.64
2704020020080907	2	2	8	7,786	\$18,297.10	\$14,411.66	\$1,342.53
2704020020090907	2	2	9	8,439	\$19,831.65	\$15,620.35	\$1,455.12
2704020020100907	2	2	10	8,274	\$19,443.90	\$15,314.94	\$1,426.67
2704020020110907	2	2	11	7,057	\$16,583.95	\$13,062.30	\$1,216.83
2704020020120907	2	2	12	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020130907	2	2	13	7,381	\$17,345.35	\$14,023.21	\$1,272.69
2704020020140907	2	2	14	7,381	\$17,345.35	\$14,362.35	\$1,272.69
2704020020150907	2	2	15	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020160907	2	2	16	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020170907	2	2	17	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020180907	2	2	18	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020190907	2	2	19	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020200907	2	2	20	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020210907	2	2	21	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020220907	2	2	22	7,381	\$17,345.35	\$13,662.02	\$1,272.69
2704020020230907	2	2	23	7,381	\$17,345.35	\$14,023.21	\$1,272.69
2704020020240907	2	2	24	7,733	\$18,172.55	\$14,313.56	\$1,333.39
2704020020250907	2	2	25	11,862	\$27,875.70	\$23,081.72	\$2,045.34

**Appendix C-1**  
**Sections 1 and 2 Assessment Roll Summary**

Parcel ID	Section	Block	Lot	Lot Area (S.F.)	Total Original Assessment	Current Outstanding Assessment <sup>1</sup>	Current Annual Installment Amount
2704020020260907	2	2	26	16,275	\$38,246.25	\$30,920.97	\$2,806.27
2704020020270907	2	2	27	9,878	\$23,213.30	\$18,283.89	\$1,703.25
2704020020280907	2	2	28	7,380	\$17,343.00	\$13,660.17	\$1,272.52
2704020020290907	2	2	29	7,380	\$17,343.00	\$13,660.17	\$1,272.52
2704020020300907	2	2	30	7,917	\$18,604.95	\$14,654.14	\$1,365.11
2704020030010907	2	3	1	7,472	\$17,559.20	\$13,830.46	\$1,288.38
2704020030020907	2	3	2	8,161	\$19,178.35	\$15,105.78	\$1,407.19
2704020040010907	2	4	1	7,916	\$18,602.60	\$14,652.29	\$1,364.94
2704020040020907	2	4	2	7,130	\$16,755.50	\$13,546.33	\$1,229.41
2704020040030907	2	4	3	7,130	\$16,755.50	\$13,546.33	\$1,229.41
2704020040040907	2	4	4	7,130	\$16,755.50	\$13,197.42	\$1,229.41
2704020040050907	2	4	5	7,177	\$16,865.95	\$15,561.81	\$1,237.52
2704020040060907	2	4	6	8,627	\$20,273.45	\$16,390.49	\$1,487.54
2704020040070907	2	4	7	13,266	\$31,175.10	\$25,813.70	\$2,287.43
2704020040080907	2	4	8	11,384	\$26,752.40	\$21,628.53	\$1,962.92
2704020040090907	2	4	9	15,384	\$36,152.40	\$28,475.34	\$2,653.63
2704020040100907	2	4	10	7,569	\$17,787.15	\$14,380.39	\$1,305.11
2704020040110907	2	4	11	7,269	\$17,082.15	\$13,454.71	\$1,253.38
2704020040120907	2	4	12	7,251	\$17,039.85	\$13,421.39	\$1,250.28
2704020040130907	2	4	13	7,218	\$16,962.30	\$13,713.52	\$1,244.59
2704020040140907	2	4	14	7,184	\$16,882.40	\$13,297.38	\$1,238.72
2704020040150907	2	4	15	7,937	\$18,651.95	\$14,691.16	\$1,368.56
2704020040160907	2	4	16	7,376	\$17,333.60	\$14,352.62	\$1,271.83
2704020040170907	2	4	17	6,900	\$16,215.00	\$13,426.39	\$1,189.75
2704020040180907	2	4	18	6,900	\$16,215.00	\$12,771.70	\$1,189.75
2704020040190907	2	4	19	6,900	\$16,215.00	\$13,109.35	\$1,189.75
2704020040200907	2	4	20	6,900	\$16,215.00	\$12,771.70	\$1,189.75
2704020040210907	2	4	21	6,900	\$16,215.00	\$13,109.35	\$1,189.75
2704020040220907	2	4	22	6,900	\$16,215.00	\$13,109.35	\$1,189.75
2704020040230907	2	4	23	6,900	\$16,215.00	\$12,771.70	\$1,189.75
2704020040240907	2	4	24	7,130	\$16,755.50	\$13,197.42	\$1,229.41
2704020040250907	2	4	25	7,916	\$18,602.60	\$15,403.38	\$1,364.94
2704020040260907	2	4	26	7,130	\$16,755.50	\$13,546.33	\$1,229.41
2704020040270907	2	4	27	8,546	\$20,083.10	\$15,818.40	\$1,473.57
2704020040280907	2	4	28	8,536	\$20,059.60	\$16,217.60	\$1,471.85
2704020040290907	2	4	29	7,130	\$16,755.50	\$13,197.42	\$1,229.41
2704020040300907	2	4	30	7,130	\$16,755.50	\$13,546.33	\$1,229.41
2704020040310907	2	4	31	8,369	\$19,667.15	\$16,284.85	\$1,443.05
<b>Total</b>				<b>1,519,240</b>	<b>\$3,570,214.00</b>	<b>\$2,866,802.51</b>	<b>\$260,937.57</b>

1 - Current outstanding Assessment balances are calculated as present value of remaining unpaid Annual Installments.

**Appendix C-2**  
**Sections 3, 3A, and 3B Assessment Roll Summary**

<b>Parcel ID</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>Lot Area (S.F.)</b>	<b>Total Original Assessment</b>	<b>Current Outstanding Assessment<sup>1</sup></b>	<b>Current Annual Installment Amount</b>
2704030010010907	3	1	1	8,303	\$19,512.05	\$16,850.95	\$1,431.67
2704030010020907	3	1	2	7,957	\$18,698.95	\$16,148.74	\$1,372.01
2704030010030907	3	1	3	7,944	\$18,668.40	\$16,974.68	\$1,369.77
2704030010040907	3	1	4	11,156	\$26,216.60	\$22,189.19	\$1,925.99
2704030010050907	3	1	5	14,881	\$34,970.35	\$30,201.01	\$2,565.90
2704030010060907	3	1	6	13,410	\$31,513.50	\$26,093.82	\$2,312.26
2704030010070907	3	1	7	9,000	\$21,150.00	\$17,512.63	\$1,551.85
2704030010080907	3	1	8	7,177	\$16,865.95	\$14,274.99	\$1,239.05
2704030010090907	3	1	9	7,200	\$16,920.00	\$14,886.28	\$1,241.48
2704030010100907	3	1	10	7,665	\$18,012.75	\$15,245.62	\$1,323.30
2704030010110907	3	1	11	7,340	\$17,249.00	\$14,282.52	\$1,265.62
2704030010120907	3	1	12	6,900	\$16,215.00	\$13,426.35	\$1,189.75
2704030010130907	3	1	13	7,476	\$17,568.60	\$14,547.16	\$1,289.07
2704030010140907	3	1	14	8,264	\$19,420.40	\$16,437.02	\$1,426.71
2704030010150907	3	1	15	8,245	\$19,375.75	\$16,399.23	\$1,423.43
2704030010160907	3	1	16	8,284	\$19,467.40	\$16,476.80	\$1,430.16
2704030010170907	3	1	17	8,380	\$19,693.00	\$16,667.75	\$1,446.74
2704030010180907	3	1	18	8,529	\$20,043.15	\$17,309.62	\$1,470.64
2704030010190907	3	1	19	8,023	\$18,854.05	\$16,282.69	\$1,383.39
2704030010200907	3	1	20	7,680	\$18,048.00	\$15,275.45	\$1,325.89
2704030010210907	3	1	21	8,653	\$20,334.55	\$16,439.83	\$1,492.02
2704030010220907	3	1	22	10,726	\$25,206.10	\$20,378.32	\$1,849.46
2704030010230907	3	1	23	9,698	\$22,790.30	\$18,870.83	\$1,672.21
2704030010240907	3	1	24	14,207	\$33,386.45	\$28,257.60	\$2,452.72
2704030010250907	3	1	25	12,153	\$28,559.55	\$23,647.89	\$2,095.52
2704030010260907	3	1	26	15,089	\$35,459.15	\$28,667.58	\$2,601.77
2704030010270907	3	1	27	8,385	\$19,704.75	\$16,315.93	\$1,445.81
2704030010280907	3	1	28	7,500	\$17,625.00	\$14,593.86	\$1,293.21
2704030010290907	3	1	29	7,500	\$17,625.00	\$14,917.43	\$1,294.81
2704030010300907	3	1	30	7,500	\$17,625.00	\$14,917.43	\$1,294.81
2704030010310907	3	1	31	7,500	\$17,625.00	\$14,593.86	\$1,293.21
2704030010320907	3	1	32	7,500	\$17,625.00	\$14,249.25	\$1,293.21
2704030010330907	3	1	33	7,500	\$17,625.00	\$14,249.25	\$1,293.21
2704030010340907	3	1	34	7,500	\$17,625.00	\$14,917.43	\$1,294.81
2704030010350907	3	1	35	8,771	\$20,611.85	\$17,067.03	\$1,512.37
2704030010360907	3	1	36	15,567	\$36,582.45	\$29,575.74	\$2,684.19
2704030010370907	3	1	37	8,962	\$21,060.70	\$17,026.90	\$1,545.30
2704030010380907	3	1	38	7,380	\$17,343.00	\$14,360.35	\$1,272.52
2704030010390907	3	1	39	7,380	\$17,343.00	\$14,678.75	\$1,274.10
2704030010400907	3	1	40	7,380	\$17,343.00	\$14,360.35	\$1,272.52
2704030010410907	3	1	41	7,380	\$17,343.00	\$14,021.26	\$1,272.52
2704030010420907	3	1	42	8,106	\$19,049.10	\$16,122.76	\$1,399.43
2704030010430907	3	1	43	8,485	\$19,939.75	\$16,120.65	\$1,463.05
2704030010440907	3	1	44	9,483	\$22,285.05	\$18,016.75	\$1,635.14
2704030010450907	3	1	45	9,307	\$21,871.45	\$16,741.89	\$1,604.79
2704030010460907	3	1	46	9,437	\$22,176.95	\$18,362.96	\$1,627.20
2704030020010907	3	2	1	9,008	\$21,168.80	\$18,281.75	\$1,553.23
2704030020020907	3	2	2	8,477	\$19,920.95	\$16,860.68	\$1,463.48
2704030020030907	3	2	3	8,576	\$20,153.60	\$17,057.59	\$1,480.57
2704030020040907	3	2	4	8,366	\$19,660.10	\$16,639.90	\$1,444.32
2704030020050907	3	2	5	8,177	\$19,215.95	\$16,595.23	\$1,409.94
2704030020060907	3	2	6	8,189	\$19,244.15	\$15,934.55	\$1,412.01
2704030020070907	3	2	7	7,593	\$17,843.55	\$15,410.01	\$1,309.25
2704030020080907	3	2	8	7,193	\$16,903.55	\$14,306.81	\$1,241.81
2704030020090907	3	2	9	8,182	\$19,227.70	\$16,605.38	\$1,410.81
2704030020100907	3	2	10	7,952	\$18,687.20	\$15,816.46	\$1,372.85
2704030020110907	3	2	11	6,900	\$16,215.00	\$13,109.31	\$1,189.75
2704030020120907	3	2	12	6,900	\$16,215.00	\$14,003.56	\$1,189.75
2704030020130907	3	2	13	6,900	\$16,215.00	\$14,003.56	\$1,189.75
2704030020140907	3	2	14	8,121	\$19,084.35	\$15,802.23	\$1,400.29
2704030020150907	3	2	15	9,296	\$21,845.60	\$18,866.25	\$1,602.89
2704030020160907	3	2	16	9,358	\$21,991.30	\$18,992.08	\$1,613.68
2704030020170907	3	2	17	9,249	\$21,735.15	\$17,572.17	\$1,594.79

**Appendix C-2**  
**Sections 3, 3A, and 3B Assessment Roll Summary**

<b>Parcel ID</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>Lot Area (S.F.)</b>	<b>Total Original Assessment</b>	<b>Current Outstanding Assessment<sup>1</sup></b>	<b>Current Annual Installment Amount</b>
2704030020180907	3	2	18	8,963	\$21,063.05	\$18,531.36	\$1,545.47
2704030020190907	3	2	19	7,448	\$17,502.80	\$14,492.67	\$1,284.24
2704030020200907	3	2	20	8,331	\$19,577.85	\$16,210.86	\$1,436.50
2704310010010907	3A	1	1	7,472	\$17,559.20	\$14,539.37	\$1,288.38
2704310010020907	3A	1	2	7,472	\$17,559.20	\$15,164.44	\$1,288.38
2704310010030907	3A	1	3	7,472	\$17,559.20	\$14,539.37	\$1,288.38
2704310010040907	3A	1	4	7,658	\$17,996.30	\$15,231.69	\$1,322.09
2704310010050907	3A	1	5	12,496	\$29,365.60	\$23,741.15	\$2,154.66
2704310010060907	3A	1	6	13,572	\$31,894.20	\$26,409.04	\$2,340.19
2704310010070907	3A	1	7	7,060	\$16,591.00	\$14,328.28	\$1,217.34
2704310010080907	3A	1	8	7,044	\$16,553.40	\$14,010.45	\$1,216.09
2704310010090907	3A	1	9	7,098	\$16,680.30	\$14,117.86	\$1,225.41
2704310010100907	3A	1	10	8,081	\$18,990.35	\$15,724.39	\$1,393.39
2704310010110907	3A	1	11	8,432	\$19,815.20	\$17,112.76	\$1,453.91
2704310010120907	3A	1	12	7,044	\$16,553.40	\$14,010.45	\$1,216.09
2704310010130907	3A	1	13	7,044	\$16,553.40	\$13,382.89	\$1,214.58
2704310010140907	3A	1	14	7,028	\$16,515.80	\$13,675.42	\$1,211.82
2704310010150907	3A	1	15	10,386	\$24,407.10	\$19,732.36	\$1,790.84
2704310010160907	3A	1	16	14,585	\$34,274.75	\$27,710.04	\$2,514.86
2704310010170907	3A	1	17	7,852	\$18,452.20	\$14,918.01	\$1,353.91
2704310010180907	3A	1	18	7,472	\$17,559.20	\$14,861.74	\$1,289.98
2704320010010907	3B	1	1	7,456	\$17,521.60	\$14,829.92	\$1,287.22
2704320010020907	3B	1	2	6,900	\$16,215.00	\$13,426.35	\$1,189.75
2704320010030907	3B	1	3	6,900	\$16,215.00	\$13,109.31	\$1,189.75
2704320010040907	3B	1	4	7,165	\$16,837.75	\$13,942.00	\$1,235.45
2704320010050907	3B	1	5	7,386	\$17,357.10	\$14,032.66	\$1,273.55
2704320010060907	3B	1	6	7,388	\$17,361.80	\$14,694.67	\$1,275.48
2704320010070907	3B	1	7	7,082	\$16,642.70	\$13,780.49	\$1,217.69
2704320010080907	3B	1	8	7,094	\$16,670.90	\$13,803.84	\$1,223.21
2704320010090907	3B	1	9	9,117	\$21,424.95	\$17,321.38	\$1,572.03
<b>Total</b>					<b>\$1,874,825.30</b>	<b>\$1,566,197.12</b>	<b>\$137,604.40</b>

1 - Current outstanding Assessment balances are calculated as present value of remaining unpaid Annual Installments.

**ORDINANCE NO. O-06-37**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SERVICE AND ASSESSMENT PLAN FOR CITY OF MISSOURI CITY PUBLIC IMPROVEMENT DISTRICT NO. FOUR.

\* \* \* \* \*

**WHEREAS**, the City of Missouri City (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City has received a petition (the "Petition") requesting the creation of the City of Missouri City Public Improvement District No. Four (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the city council wishes to adopt a Service and Assessment Plan with respect to the PID; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS**, that:

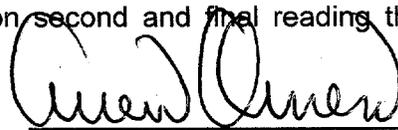
**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The Service and Assessment Plan is hereby attached to this Ordinance as Exhibit "A" and is hereby approved and adopted on behalf of the PID, and the mayor, city secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this 7<sup>th</sup> day of August, 2006.

PASSED, APPROVED and ADOPTED on second and final reading this 21<sup>st</sup> day of August, 2006.



Mayor

ATTEST:

  
City Secretary

APPROVED AS TO FORM:

  
City Attorney

## Exhibit "A"

# Service and Assessment Plan Public Improvement District Number Four City of Missouri City, Fort Bend County, Texas

### 1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. R-05-22 creating the Missouri City Public Improvement District Number Four (the "PID" or "PID No. 4" or the "District"), Missouri City (the "City"), Fort Bend County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

### 2. Boundaries

The boundaries of PID No. 4 are as indicated in the map description attached as Exhibit A.

### 3. Administration of the District

Administration of the District is the responsibility of the Board of Directors of the Missouri City Development Authority (the "Board"), as created by the City Council of the City of Missouri, Texas.

### 4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within Public Improvement District No. 4 and will consist of the construction of site work, water lines, sanitary sewer lines, storm sewers, paving, landscaping, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developers of residential subdivisions within the PID.

#### A. Creekmont - Generally

Creekmont Subdivision represents the first such subdivision development within the PID, and is being developed by Perry Homes. Creekmont will ultimately contain 527 single-family units within Public Improvement District No. 4, and will be constructed in multiple sections. This plan will be supplemented as the costs of subsequent sections are determined, and the

benefited properties assessed accordingly. The Public Improvements authorized under this Plan for Creekmont, and the estimated costs thereof, are described below:

**CREEKMONT  
PID COSTS**

<b>Public Improvements</b>	<b>Estimated Cost</b>
Off-site Force Main	\$377,795
Lift Station	\$200,364
Water - Section 1	\$137,398
Water - Section 2	\$214,702
Water - Section 3	\$51,000
Sanitary - Trunk Line (Sec. 1 plat)	\$29,176
Sanitary - Section 1 (non-shared)	\$155,648
Sanitary - 9.16 Ac & Connection N. Hwy. 6 (Sec. 2 plat)	\$30,434
Sanitary - Section 2 (non-shared)	\$333,503
Sanitary - Section 3 (non-shared)	\$143,086
Storm - Trunk Line Sec. 1	\$59,451
Storm - Section 1 (non-shared)	\$104,472
Storm - Trunk Line Sec. 2 & South Creekmont (Sec. 2)	\$284,824
Storm - Section 2 (non-shared)	\$281,717
Storm - Section 3 (non-shared)	\$123,093
Detention & Channel Improvements	\$488,832
SWPPP - South Hwy. 6	\$15,978
Water - North Hwy. 6	\$392,023
Sanitary - North Hwy. 6 (shared)	\$56,189
Sanitary - North Hwy. 6 (non-shared)	\$454,606
Storm - North Hwy. 6 (shared)	\$288,611
Storm - North Hwy. 6 (non-shared)	\$408,765
SWPPP - North Hwy. 6	\$20,676
Paving - Sec. 1, 2, & 3	\$1,050,000
Paving - Sec. 4 & 5	\$895,387
Engineering (15%)	\$989,659
Water/Sewer Impact Fees - North (\$3,000/lot)	\$687,000
Water/Sewer Impact Fees - South (\$3,000/lot)	\$897,000
<b>SUB-TOTAL</b>	<b>\$9,171,389</b>
<b>Financing Cost</b>	<b>\$10,817,354</b>
<b>Administration and Legal</b>	<b>\$1,087,257</b>
<b>TOTAL</b>	<b>\$21,076,000</b>

**5. Construction of Public Improvements**

Design and construction of all Public Improvements will be performed to City specifications, and all construction shall be bid as required by the Authority. The budgets for each section of Public Improvements will be submitted for approval to the Board, as contracts for

the proposed Public Improvements are awarded. The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the budgets, expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments for improvements based upon actual construction bids for Public Improvements made and the financial needs of the District.

## **6. Conveyance of Improvements to the City**

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City, subject to the Developers' rights of reimbursement described in a Public Improvement District Development and Financing Agreement executed among the Developers, the Board and the City.

## **7. Authorized Improvements**

The area within the PID that is covered by this Service and Assessment Plan is anticipated to be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The developers contemplate multiple phases of construction, portions of which may be constructed concurrently. The construction of the Public Improvements authorized herein began in calendar year 2005. The proposed phasing is estimated and may vary. The cost estimates provided above are expressed in calendar year 2005 dollars and shall be determined in accordance with the then current value of such amount pursuant to the consumer price index for urban areas applicable to Missouri City. The actual costs of the Public Improvements will be determined subject to final costs pursuant to the guidelines of the Authority.

## **9. Advance Financing by Developer**

The Developers will advance the funds for construction of the Public Improvements for the account of the City and will be entitled to repayment pursuant to Public Improvement District Development and Financing Agreements (the "Development Agreements"), executed among the Board, the City and the Developers. Although the Public Improvements are required for the growth and development of the PID, it is not necessary for them to be built simultaneously. In addition, it is intended that portions of the PID not benefiting from a particular phase of the improvements not be assessed for such improvements. It is anticipated that one or more series of PID bonds will be issued to acquire the Public Improvements, provided that assessments may be used to pay costs of Public Improvements directly if no such assessment revenues are anticipated to be required for the payment of PID bonds. Any such bonds issued will be payable solely from the PID assessments levied and collected, which shall be sufficient to pay principal and interest

on the applicable series of bonds. Such bonds will not be a general obligation of the City in any way and bondholders will not have a lien on any revenues of the City other than the PID assessments.

**10. Apportionment of Costs**

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

**11. Levy of Assessments**

The plan of assessment contemplates that the assessment will be levied in phases, as Public Improvements are constructed within each Phase. The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than thirty (30) years plus the period between the effective date of the assessment ordinance and the date of the first installment. For planning purposes the assumed interest rate is 6.5%. The final interest rate on financed assessments will be calculated in accordance with the provisions of the Development Agreement, subject to the maximum rate established by Chapter 372 of the Local Government Code.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The assessment will be allocated on a per lot basis or per square foot basis, as determined by City Council to best reflect the apportionment of benefit. The cost of the Public Improvements will consist of the costs to construct storm sewers, water lines, sanitary sewers, paving, and public landscaping for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developers pursuant to the Public Improvement District Development and Financing Agreements.

**A. Creekmont**

The Plan estimates the following approximate assessments in each Phase based on a total lot count of 527 for Creekmont, with the actual assessment to be determined at the time of the assessment levy by reference to the area of the benefited property and the cost of the Public Improvements.

Section One	Total Assessment of \$2.35 per square foot of Residential Property (Assessment Principal)	Annual Payment of \$0.18 per square foot of Residential Property (Financed Assessment)
Section Two	Total Assessment of \$2.35 per square foot of Residential Property (Assessment Principal)	Annual Payment of \$0.18 per square foot of Residential Property (Financed Assessment)
Section Three	Total Assessment of \$2.35 per square foot of Residential Property (Assessment Principal)	Annual Payment of \$0.18 per square foot of Residential Property (Financed Assessment)

Section Four	Total Assessment of \$2.35 per square foot of Residential Property (Assessment Principal)	Annual Payment of \$0.18 per square foot of Residential Property (Financed Assessment)
Section Five	Total Assessment of \$2.35 per square foot of Residential Property (Assessment Principal)	Annual Payment of \$0.18 per square foot of Residential Property (Financed Assessment)

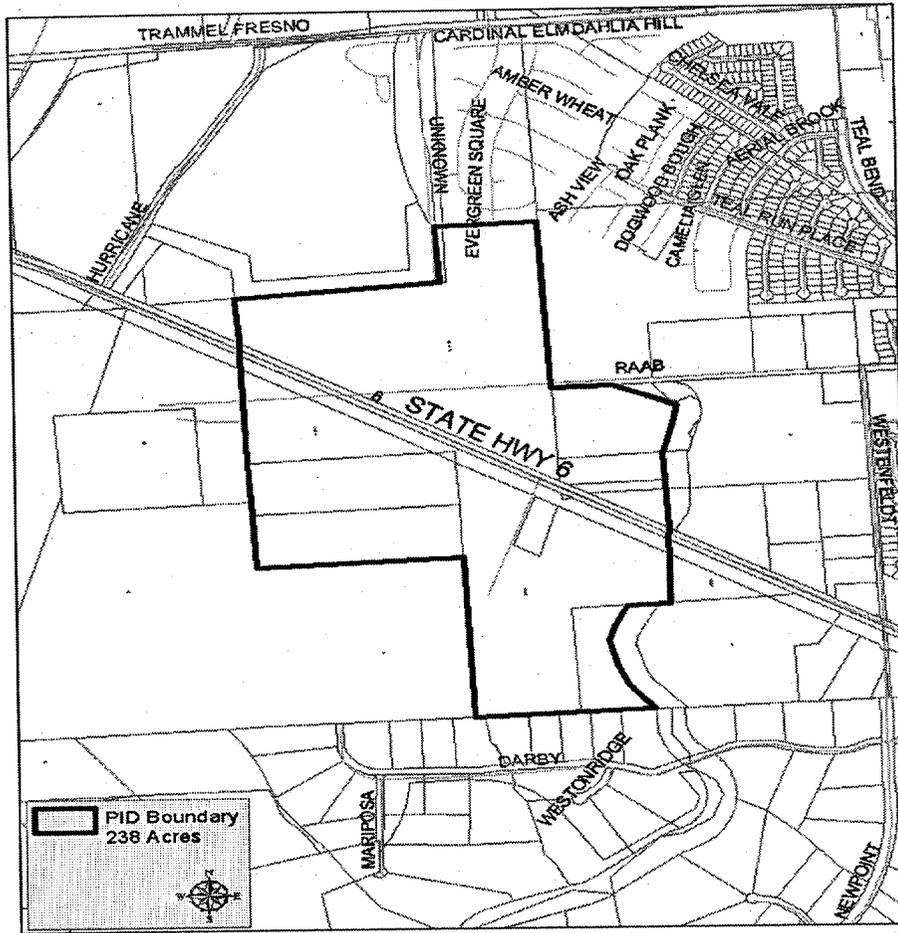
Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at six and ½ percent (6.5%) per annum if no bonds have been issued for the applicable Public Improvements, or one half of one percent (½%) higher than the actual interest rate on any PID bonds or notes used to finance the Public Improvements. However, in no event will the interest rate exceed eight percent (8%) percent.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the earlier of: (i) the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or such other indication of substantial completion as may be established by the District, or (ii) the third anniversary of the date such assessment was levied. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner of each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes in the year following the assessment installment. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be effective only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT "A"





## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6(e) Authorize Assignment of Contractual Agreement water and wastewater treatment chemicals  
**Submitted by:** E. Joyce Iyamu, City Attorney  
Shannon Pleasant, Procurement and Risk Manager

### SYNOPSIS

Authorize the City Manager to acknowledge and accept a request for Assignment of a City Contract to another provider of wastewater treatment chemicals.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

### BACKGROUND

At the April 15, 2019 meeting, the City Council authorized a contract with Gulbrandsen Technologies, Inc. for the provision of various chemicals used in the treatment process at the city-owned water and wastewater plants. Effective January 22, 2020 Gulbrandsen Technologies, Inc. was acquired by Treatment Platform Opco, LLC. Thus, the City has been requested to retroactively acknowledge and accept a Notice of Assignment for our City Agreement # 19-321C to Gulbrandsen Technologies, Inc. to Treatment Platform Opco, LLC.

### BUDGET/FISCAL ANALYSIS

The Legal Department and the Purchasing Division see no fiscal or contractual impact on the City with the notable exception of re-issuing a new Purchase Order (PO) for the balance of the fiscal year to the new provider.

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manager  
**Financial/Budget Review:** N/A

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

### SUPPORTING MATERIALS

1. City Agreement # 19-321C
2. Gulbrandsen letter, dated January 31, 2020

### STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the City Manager to acknowledge and accept a request for Assignment of a City Contract for water and wastewater treatment chemicals.

**Director Approval:** Shashi K. Kumar, P.E.  
**Assistant City Manager/  
City Manager Approval:** Bill Atkinson

AGREEMENT/CONTRACT  
FOR  
**Chemicals for use in Water and Waste-water Treatment Plants  
(LOCAL CONTRACT NO. 19-321C)**

**STATE OF TEXAS**            §

**COUNTY OF FORT BEND**   §

THIS AGREEMENT MADE, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and **Gulbrandsen Technologies, Inc.** hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I  
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

Provision of chemicals for use in water and waste-water treatment plants. Specifically, the chemicals to be provided are:

- Aluminum Chlorohydrate (23%)    \$ .2335/lb.

All terms and conditions of City Invitation for Bid, dated March 5, 2019, shall apply.

**SECTION II  
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The CITY shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III  
TERM AND TERMINATION**

This AGREEMENT is effective May 1, 2019 and remains in effect for one (1) year from the effective date, unless sooner terminated under the terms of this AGREEMENT. Upon expiration of the initial term, this AGREEMENT may be renewed for two (2) additional one-year options with the same terms and conditions and a maximum escalation of 0 %.

The CITY reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

## **SECTION IV COMPLIANCE AND STANDARDS**

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

*Force Majeure.* Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the services order without penalty.

## **SECTION V THE CONTRACTOR'S COMPENSATION**

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed one-hundred, eighty thousand dollars (\$ 180,000.00) per annum.

## **SECTION VI TIME OF PAYMENT**

Payment by the CITY to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY.

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such

invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

Invoices shall be submitted via electronic mail to the following address:

City of Missouri City  
Accounts Payable Office  
1522 Texas Parkway  
Missouri City, TX 77489  
[accountspayable@missouricitytx.gov](mailto:accountspayable@missouricitytx.gov)

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the CITY'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent (1%) percent; and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

The CITY shall notify a vendor of an error in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice. If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue. If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.

## **SECTION VII TERMINATION**

The CITY may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the CITY in the event the CITY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the CITY shall pay the CONTRACTOR all amounts due up to the time of termination.

**SECTION VIII  
ADDRESS AND NOTICES AND COMMUNICATIONS**

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

**Gulbrandsen Technologies, Inc.**  
**2 Main Street**  
**P.O. Box 5523**  
**Clinton, NJ 08809**  
[bids@gulbrandsen.com](mailto:bids@gulbrandsen.com)  
**908-735-5458**

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**SECTION IX  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the CITY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for materials testing to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

**SECTION IX  
SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION X  
MEDIA**

Contact with the news media shall be the sole responsibility of the CITY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

**SECTION XI  
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**SECTION XII  
MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

**SECTION XIII  
FISCAL FUNDING**

The CITY'S fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

If this contract extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

## **SECTION XIV INSURANCE REQUIREMENTS**

If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, a current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document.

### POLICY REQUIREMENTS (IF APPLICABLE)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the CITY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$100,000.00;
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence; and
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) Provide for notice to the CITY at the address shown in this Agreement;

(d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and

(e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

### NOTICES

All notices shall be given to the CITY at the following address:

City of Missouri City  
Purchasing and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489

### **APPROVAL**

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

### **SECTION XV PROHIBITION ON BOYCOTTING ISRAEL**

Pursuant to Section 2270.002, Texas Government Code, the CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit A, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

**SECTION XVI  
ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST  
ORGANIZATIONS PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVII  
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XIII  
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XIX  
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Missouri City, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Reviewed by: \_\_\_\_\_  
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**GULBRANDSEN TECHNOLOGIES, INC.**

**CITY OF MISSOURI CITY**

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

\_\_\_\_\_  
NAME - Assistant City Manager

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

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Anthony Snipes - City Manager

Date: \_\_\_\_\_





January 31, 2020

**VIA FEDERAL EXPRESS AND ELECTRONIC MAIL**

City of Missouri City  
Attention: Alan Phillips, Procurement General Manager  
1522 Texas Parkway  
Missouri City, TX 77489-2170  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

Re: Notice and Consent to Assignment of Agreement

Dear Sir or Madam:

Reference is made to that certain Agreement for Chemicals for use in Water and Waste-water Treatment Plants (the "Agreement") between the City of Missouri City (the "City of Missouri City") and Gulbrandsen Technologies Inc. ("GT"). In accordance with the terms of the Agreement, the undersigned, on behalf of GT, requests your acknowledgement and consent, and by your countersignature you give such acknowledgement and consent, to the assignment of the Agreement (the "Assignment") by GT to Water Treatment Platform Opco LLC, a Delaware limited liability company ("Opco") pursuant to that certain Contribution Agreement, dated as of January 22, 2020, by and between GEO Specialty Chemicals, Inc., GT, Peder Gulbrandsen, Donald Gulbrandsen, Opco, Water Treatment Platform Intermediate LLC, and Water Treatment Platform Parent LLC (the "Contribution Agreement"). By executing the acknowledgment below, you, on behalf of the City of Missouri City and its affiliates, hereby (i) acknowledge your notice of the Assignment, (ii) acknowledge that this Notice satisfies all notice, consent and other procedural requirements set forth in the Agreement, and (iii) waive any provisions in the Agreement that are inconsistent with this Notice, including, but not limited to, default under the Agreement or any rights to terminate the Agreement by reason of the Assignment or any change of control, or notice thereof.

If you have any questions about this request, please do not hesitate to contact Ray Jankowski, VP Finance and Purchasing at (908) 391-5354 or [rjankowski@gulbrandsen.com](mailto:rjankowski@gulbrandsen.com).

*[Signature Page Follows]*



Gulbrandsen Technologies | 2 Main Street | Clinton, New Jersey 08809  
[www.gulbrandsen.com](http://www.gulbrandsen.com)

IN WITNESS WHEREOF, the parties hereto have executed and caused to be written this Notice and Consent to Assignment as of the date first above written.

**GULBRANDSEN TECHNOLOGIES, INC.**

By: Raymond Jankowski  
Name: Raymond Jankowski  
Title: VP Finance

ACKNOWLEDGED AND ACCEPTED:

**CITY OF MISSOURI CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 2, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 7(a)1 Procedure for the rules and regulations for powers of Board of Adjustment  
**Submitted by:** Otis T. Spriggs, AICP, Director of Development Services

**SYNOPSIS**

Consideration of an ordinance on first of two readings to provide regulations relating to amending rules and regulations for powers and the hearing of appeals, in accordance with Texas House Bill 2497 that was made effective on September 1, 2019.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Develop a high performing City team
- Have quality development through buildout

**BACKGROUND**

The Planning and Zoning Commission conducted public hearings on January 8, 2020 and final public hearing on February 12, 2020.

The proposed ordinance as attached provides amendments to Section 18, Board of Adjustment of the city's zoning ordinance summarized as follows: (1) requires the city council to approve rules adopted by the board of adjustment; (2) allows the following persons to appeal to the board of adjustment a decision made by an administrative official that is not related to a specific application, address, or project: (a) a person aggrieved by the decision; or (b) an officer, department, board, or bureau of the city affected by the decision; (3) allows the following persons to appeal to the board of adjustment a decision by an administrative official that is related to a specific application, address, or project: (a) a person who files an application that is the subject of the decision; (b) a person who is the owner of property or representative of the owner that is the subject of the decision; (c) a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or (d) any officer, department, board, or bureau of the city affected by the decision; (4) requires that a decision made by an administrative official be appealed to the board of adjustment not later than the 20th day after the date the decision is made; and (5) requires the board of adjustment to decide an appeal described in (4) at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. (Effective September 1, 2019.)

**BUDGET ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
N/A					

**Purchasing Review:** N/A  
**Financial/Budget Review:** N/A

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

**SUPPORTING MATERIALS**

1. Ordinance
2. Changes marked
3. Draft Planning and Zoning Commission minutes (February 12, 2020)
4. Planning and Zoning Commission final report

**STAFF'S RECOMMENDATION**

Approve the ordinance.

**Director Approval:**

**Otis T. Spriggs, AICP, Development Services Director**

**Assistant City Manager/  
City Manager Approval:**

**Glen A. Martel, Assistant City Manager**

**ORDINANCE NO. O-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING SECTION 18, BOARD OF ADJUSTMENT, OF APPENDIX A OF THE MISSOURI CITY CODE ENTITLED “THE CITY OF MISSOURI CITY ZONING ORDINANCE”; AMENDING RULES REGARDING THE ZONING BOARD OF ADJUSTMENT AND APPEALS; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, House Bill 2497, which amended regulations regarding the powers and procedures of municipal zoning boards of adjustment, was passed by the 86th Texas Legislature with an effective date of September 1, 2019; and

WHEREAS, the Missouri City Zoning Ordinance must be amended in order to comply with the statutory changes imposed by House Bill 2497; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after notice required by law and the City of Missouri City Zoning Ordinance, public hearings on certain proposed amendments to the City of Missouri City Zoning Ordinance; and

WHEREAS, all persons appearing at such public hearings who desired to speak on such proposed amendments were afforded that opportunity and their comments were duly noted and considered; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report to the City Council of the City of Missouri City; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate and in the best interest of the residents of the City to bring the regulations in the Missouri City Zoning Ordinance regarding the powers and procedures of the Missouri City Zoning Board of Adjustment and Appeals into compliance with state law; now therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. As required by law, the City Council of the City of Missouri City conducted a public hearing on the amendments to the Missouri City Zoning Ordinance as set forth herein and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The Missouri City Code is hereby amended by deleting subsections 18.2 and 18.3 of Section 18 of Appendix A thereof and substituting therefor new subsections 18.2 and 18.3 of Section 18 of Appendix A to provide as follows:

**“APPENDIX A  
ZONING**

. . . .

**SECTION 18. BOARD OF ADJUSTMENT**

. . . .

**Section 18.2. - Powers.**

**A. *Hearing appeals.***

1. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance that is not related to a specific application, address, or project, provided that such appeal is brought by:

- a. any person aggrieved by such decision; or
- b. any officer, department, board, or bureau of the city affected by such decision.

2. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance that is related to a specific application, address, or project, provided that such appeal is brought by:

- a. a person who:
  - (1) filed the application that is the subject of such decision;
  - (2) is the owner or representative of the owner of the property that is the subject of such decision; or
  - (3) is aggrieved by such decision and is the owner of real property within 200 feet of the property that is the subject of such decision;or
- b. any officer, department, board, or bureau of the city affected by such decision.

3. A notice of appeal to the board of adjustment specifying the grounds thereof shall be filed with the officer from whom the appeal is taken and the board of adjustment not later than the 20th day after the date the decision to be appealed is made. The officer from whom the appeal is taken shall transmit to the board all the papers constituting the record upon which the action appealed was taken.

. . . .

**Section 18.3. - Hearing.**

- A. The board of adjustment shall fix a reasonable time for the hearing of an appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. Upon the hearing, any party may appear in person or by agent or by attorney.
  
- B. In the exercise of the above-mentioned powers, the board of adjustment may reverse and affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make such order, requirement, decision and determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.”

Section 4. Repeal. All ordinances or parts of ordinances in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance 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 Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

APPENDIX A  
ZONING

. . . .

SECTION 18. BOARD OF ADJUSTMENT

. . . .

Section 18.2. - Powers.

~~A. —~~

A. *Hearing appeals.*

1. The board of adjustment shall have the power to hear appeals ~~by~~ of a decision by an administrative official in the enforcement of this ordinance that is not related to a specific application, address, or project, provided that such appeal is brought by:

a. any person aggrieved ~~or~~ by such decision; or

b. any officer, department, board, or bureau of the city affected by ~~any~~ such decision.

2. The board of adjustment shall have the power to hear appeals of a decision by an administrative official in the enforcement of this ordinance. ~~Such appeal shall be taken within 15 days by filing, with the officer from whom that is related to a specific application, address, or project, provided that such appeal is brought by:~~

a. a person who:

(1) filed the application that is the subject of such decision;

(2) is the owner or representative of the owner of the property that is the subject of such decision; or

(3) is aggrieved by such decision and is the owner of real property within 200 feet of the ~~appeal~~ property that is taken and the ~~subject of such decision; or~~

b. any officer, department, board, or bureau of ~~adjustment, at~~ the city affected by such decision.

3. A notice of appeal to the board of adjustment specifying the grounds thereof shall be filed with the officer from whom the appeal is taken and the board of adjustment not later than the 20th day after the date the decision to be appealed is made. The officer from whom the appeal is taken shall ~~forthwith~~ transmit to the board all the papers constituting the record upon which the action ~~appealed from~~ was taken.

. . . .

### Section 18.3. - Hearing.

A. The board of adjustment shall fix a reasonable time for the hearing of an appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same ~~within a reasonable time~~ at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. Upon the hearing, any party may appear in person or by agent or by attorney.

B. In the exercise of the above-mentioned powers, the board of adjustment may reverse and affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make such order, requirement, decision and determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.

Document comparison by Workshare on Wednesday, February 5, 2020 8:14:02 PM

Input:	
Document 1 ID	ZBOA O.doc
Description	
Document 2 ID	ZBOA Revised.docx
Description	
Rendering set	standard

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<u>Insertion</u>	
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1	Deletion	<del>A. _____</del>
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6-7	Insertion	<u>o _____</u>
8-9	Insertion	<u>o _____</u>
10-11	Insertion	<u>o _____</u>
12	Insertion	<u>A. _____ Hearing appeals.</u>

13	Insertion	<u>1.</u> The board of adjustment shall have
14-15	Change	have the power to hear appeals <del>by of a</del> <u>decision by an...appeal is brought by:</u>
16	Insertion	<u>a.</u> any person
17	Deletion	any person aggrieved <del>or</del> -by
18	Insertion	by <u>such decision; or</u>
19	Insertion	<u>b.</u> any officer, department, board,
20-21	Change	bureau of the city affected by <del>any</del> <u>such</u> decision
22	Insertion	decision.
23	Insertion	<u>2. The board</u> of
24	Insertion	of <u>adjustment shall have...of a decision</u> <u>by</u> an administrative official in the
25	Deletion	the enforcement of this ordinance. <del>Such appeal shall be...15 days by filing,</del>
26	Moved from	<del>with the officer from whom</del>
27	Insertion	<u>that is related</u> to a... <u>appeal is brought by:</u>
28	Insertion	<u>a. a person who:</u>
29	Insertion	<u>(1) filed the...of such decision;</u>
30	Insertion	<u>(2) is the owner or...of such decision;</u>
31	Insertion	<u>(3) is aggrieved by such...within 200 feet of</u> the
32-33	Change	the <del>appeal</del> <u>property that</u> is
34-35	Change	is <del>taken and the</del> <u>the subject of such decision;</u> <u>or</u>
36	Insertion	<u>b. any officer, department,</u> board
37	Insertion	board, <u>or bureau</u> of

38-39	Change	of <del>adjustment, at</del> <u>the city affected by such decision.</u>
40	Insertion	<u>A</u> notice of appeal
41	Insertion	notice of appeal <u>to the board of adjustment</u> specifying the
42	Insertion	specifying the grounds thereof <u>shall be filed</u>
43	Moved to	<u>with the officer from whom</u>
44	Insertion	<u>the appeal is taken and...to be appealed is made.</u> The officer from whom the appeal
45	Deletion	whom the appeal is taken shall <del>forthwith</del> transmit to the board all the papers
46	Deletion	upon which the action appealed <del>from</del> was taken.
47-48	Insertion	<u>o</u>
49-50	Insertion	<u>o</u>
51-52	Insertion	<u>o</u>
53-54	Insertion	<u>o</u>
55-56	Insertion	<u>o</u>
57	Insertion	<u>A.</u> The board of adjustment shall fix
58-59	Change	interest, and decide the same <del>within a reasonable time</del> <u>at the next meeting for...the appeal is filed.</u> Upon the hearing, any party may
60	Insertion	<u>B.</u> In the exercise of the above-mentioned

Statistics:	
	Count
Insertions	47
Deletions	11
Moved from	1

Moved to	1
Style changes	0
Format changes	0
Total changes	60



**MINUTES  
PLANNING AND ZONING COMMISSION  
CITY OF MISSOURI CITY, TEXAS  
February 12, 2020**

**1. CALL TO ORDER**

The Notice of the Meeting and Agenda having been duly posted in accordance with the legal requirements and a quorum being present, the meeting was called to order by Chair Brown-Marshall, at 7:00 PM.

**2. ROLL CALL**

**Commissioners Present:**

Sonya Brown-Marshall  
Tim Haney  
John O'Malley  
James R. Bailey  
Gloria Lucas  
Courtney Johnson Rose  
James G. Norcom III

**Commissioners Absent:**

Hugh Brightwell  
Monica L. Rasmus

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
E. Joyce Iyamu, City Attorney  
James Santangelo, Assistant City Attorney  
Jamilah Way, First Assistant City Attorney  
Thomas White, Planner II  
Gretchen Pyle, Interim Planning Specialist  
Jeremy Davis, Assistant City Engineer  
Egima Edwards, Planning Technician  
Glen Martel, Assistant City Manager

**Others Present:** Joe Workman; Vice Chair of Zoning Board of Adjustment and Appeals.

### 3. READING OF THE MINUTES

- A. Consider approval of the minutes of the December 11, 2019 Planning and Zoning Commission Meeting.

**Motion:** Approval of the December 11, 2019 minutes.

**Made By:** Commissioner O'Malley

**Second:** Commissioner Haney

**AYES:** Commissioner Haney, Commissioner O'Malley,  
Commissioner Bailey, Commissioner Norcom,  
Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** Commissioner Brown-Marshall

The motion passed.

### 4. REPORTS

#### A. COMMISSION REPORTS

- (1) Chairperson of the Planning and Zoning Commission  
None
- (2) Planning and Zoning Commissioners  
None.

#### B. STAFF REPORTS

- (1) Development Services
  - a. Director – Otis T. Spriggs  
Extended an opportunity to the Planning and Zoning Commission to attend the National Planning Conference, to be held in Houston, in April 2020. A packet was provided to the Commission of conference courses and workshops.
- (2) Engineering
  - a. Assistant City Engineer – Jeremy Davis  
None

### 5. PUBLIC COMMENT

None

### 6. PLATS

#### A. CONSENT AGENDA

- (1) Consider approval of a final plat for Waffle House of Missouri City

**Motion:** To approve the Consent Agenda.

**Made By:** Commissioner Haney  
**Second:** Commissioner Lucas

**AYES:** Commissioner Haney, Commissioner O'Malley,  
Commissioner Bailey, Commissioner Norcom,  
Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None  
**ABSTENTIONS:** None

The motion passed

## 7. ZONING MAP AMENDMENTS

None

## 8. ZONING TEXT AMENDMENTS

### A. ZONING BOARD OF ADJUSTMENT

- (1) Public hearing to receive comments for or against possible amendments to Section 18, Board of Adjustment, of Appendix A, Zoning of the City Code of the City of Missouri City, Texas.

James Santangelo, Assistant City Attorney, presented the item. Mr. Santangelo informed last month the Commission was presented the context of House Bill 2497, which passed last year during the 86<sup>th</sup> Legislative Session. It amends some of the permitted local regulations of how the Zoning Board of Adjustment and Appeals is conducted in Missouri City. Presented to the Commission was a draft of changes the bill requires, amending Chapter 18 of the Zoning Ordinance, would bring the regulations into compliance with the new law.

Mr. Santangelo informed that the new law differentiates matters related to a specific application, address or a project and states individuals who can appeal a decision generally are any persons aggrieved by a decision. Any officer, department, board, or bureau of the city that might be affected by such decision can appeal. The new law states decisions before Zoning Board of Adjustment that do relate to a specific application, address or project, that appeal needs to be brought by the person who filed the application that is subject of the decision, owner / representative of owner of the property subject of the decision, person aggrieved by the decision who resides within a 200 feet of the subject property, or any officer, department, board, bureau of the city affected by the decision.

Mr. Santangelo informed that other changes such as scheduling discretion is taken away from the Zoning Board of Adjustments and Appeals. A hearing now needs to be taken not later than the 20<sup>th</sup> day after the date of the decision the appeal is made. Decision of the board needs to be made at the next meeting that notice can be provided following such hearing. The hearing needs to be held; within 60 days after the filing of the appeal and a decision needs to be made and rendered in an open meeting by the board.

Commissioner Johnson Rose asked if with the 20 days will cause the Commission to have special meetings.

Mr. Santangelo stated currently the Zoning Board meets on an "as needed" basis. When an appeal is filed based on a decision by the City, public notice would have to be placed within 20 days.

Chair Brown-Marshall asked, since the new law was effective September 2019, if there had been instances where the changes needed to be in place.

Mr. Santangelo stated that to his knowledge, the Zoning Board has not met since the new law went into effect.

Joe Workman, Vice Chair / Zoning Board of Adjustment and Appeals, asked if the Zoning Board's decision would be forwarded to City Council to be ratified.

Jamilah Way, First Assistant City Attorney, stated the rules are forwarded to City Council.

Vice Chair Haney stated that only the changes being made to the ordinance would go before City Council.

Mr. Santangelo stated that the new law mentions any rules adopted by the board regarding its governance need to be approved by City Council. However, it was not built into the draft that will be proposed to the board.

**Motion:** To close the public hearing.

**Made By:** Commissioner Haney  
**Second:** Commissioner Johnson Rose

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Norcom, Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

(2) Consider approving a preliminary report on item 8.A.(1).

**Motion:** To approve preliminary report and call a 2<sup>nd</sup> public hearing

**Made By:** Commissioner Haney  
**Second:** Commissioner Bailey

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Norcom, Commissioner Johnson Rose, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

**B. UTILITY EQUIPMENT**

- (1) Discuss an amendment to Subsection 9.6.B.3.e. of Appendix A, Zoning of the City Code of the City of Missouri City, Texas, regarding the outside storage of major recreational or utility equipment.

Jamilah Way, First Assistant City Attorney, presented the item. Ms. Way informed that a previous mistake was made in Subsection 9.6.B of the Zoning Ordinance. Section 9.6.B.3.E provides that *“Except in multifamily development, outside storage of a major recreational or utility equipment shall be permitted if...parked on a hard surface as provided in [sub]section 12.2.I”*

However, [sub]section 12.2.I provides regulations for maneuvering space for required parking not to be located within certain public rights-of-way. Instead the reference should be to [sub]section 12.2.J which provides that *“Drives and parking spaces must be hard-surfaced and dust-free...”*

Ms. Way informed that this is a clean-up to the regulation that was found during a prosecution the City was conducting. The proposed amendment will be presented next as a preliminary report. A final report would follow prior to sending it to City Council.

**9. OTHER MATTERS WITHIN THE JURISDICTION OF THE COMMISSION OR THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.**

**A. IMPACT FEES**

- (1) Consider approving a semiannual report to the City Council on the land use assumptions and capital improvements plan for the Northeast Oyster Creek Sub-watershed, Lake Olympia Parkway Extension and Mustang Bayou Service Area.

Clifford Brouhard, Assistant Director of Public Works, presented the item. Mr. Brouhard informed the City collects three impact fees, Northeast Oyster Creek; impact for storm runoff, Mustang Bayou; sewer and water connections, Lake Olympia Parkway Extension, and road extension. Public Works was proposing no changes to the fees at this time.

Commissioner Brightwell asked if the bridge was in the extension.

Mr. Brouhard stated that his understanding was that the fees were based on the road improvements that are already built. The bridge is supposed to be built with the Parks Edge development.

**Motion:** Not to increase.

**Made By:** Commissioner Lucas  
**Second:** Commissioner Brightwell

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Rasmus, Commissioner Lucas

**NAYES:** None  
**ABSTENTIONS:** None

The motion passed

**10. CLOSED EXECUTIVE SESSION**

*The Planning and Zoning Commission may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.*

**11. RECONVENE**

Reconvene into Regular Session and Consider Action, if any, on items discussed in executive session.

**12. ADJOURN**

**Motion:** To adjourn

**Made By:** Commissioner Johnson Rose

**Second:** Commissioner Norcom III

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Norcom III, Commissioner Johnson Rose,  
Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

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Egima Edwards  
Planning Technician



**PLANNING AND ZONING COMMISSION  
STAFF REPORT**

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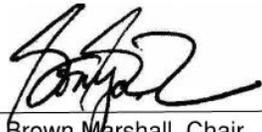
**AGENDA DATE:** March 2, 2020

**AGENDA ITEM SUBJECT:** Board of Adjustment – Zoning Text Amendment (ZTA) – final report

**AGENDA ITEM NUMBER:** 7.A.1

**APPROVAL:** **Otis T. Spriggs, AICP**, Director, Development Services

**Sonya Brown Marshall**, Planning & Zoning Commission Chair



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Sonya Brown Marshall, Chair

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**RECOMMENDED ACTION:**

The Planning and Zoning Commission adopts this as its Final Report and forwards to the City Council a positive recommendation.

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**BACKGROUND:**

The 86th Regular Session of the Texas Legislature concluded with several bills that have an impact on our planning jurisdiction. Described below is a bill that requires further action (H.B. 2497). This item was considered on the Commission's December 11, 2019 agenda for discussion purposes only.

The bill requires amendments to Section 18. Board of Adjustment of the city's zoning ordinance. These proposed amendments are included as an attachment to this report. The bill is summarized below.

The Planning and Zoning Commission conducted public hearings on January 8, 2020 and final public hearing on February 12, 2020.

**SUMMARY:**

**H.B. 2497 (Cyrrier/Hughes) – Board of Adjustment:** this bill: (1) requires the city council to approve rules adopted by the board of adjustment; (2) allows the following persons to appeal to the board of adjustment a decision made by an administrative official that is not related to a specific application, address, or project: (a) a person aggrieved by the decision; or (b) an officer, department, board, or bureau of the city affected by the decision; (3) allows the following persons to appeal to the board of adjustment a decision by an administrative official that is related to a specific application, address, or project: (a) a person who files an application that is the subject of the decision; (b) a person who is the owner of property or representative of the owner that is the subject of the decision; (c) a person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or (d) any officer, department, board, or bureau of the city affected by the decision; (4) requires that a decision made by an administrative official be appealed to the board of adjustment not later than the 20th day after the date the decision is made; and (5) requires the board of adjustment to decide an appeal described in (4) at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed. (Effective September 1, 2019.)

**Next Steps:** Consideration of the final report and recommendation of approval by City Council as follows:

March 2, 2020: City Council public hearing and 1st reading of ordinance  
March 16, 2020: City Council 2nd reading of ordinance

-----**END OF REPORT**-----

### **Public Hearing**

A public hearing will be held by the City Council of Missouri City, Texas to receive comments for or against proposed amendments to the City's Code of Ordinances/Zoning Ordinance regarding:

(1) Powers & Procedures of the Zoning Board of Adjustment & Appeals

The public hearing is scheduled:

DATE: Monday, March 2, 2020

TIME: 7:00 PM

PLACE: City Council Chamber  
(2nd Floor of City Hall)

1522 Texas Parkway (FM 2234). Missouri City, Texas  
Specific information is available at City Hall, Missouri City, Texas, Monday through Friday from 8:00 AM to 4:00 PM, or you may call 281-403-8541.



# CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 6f Traffic Operations Supplies  
**Submitted by:** Cliff Brouhard, P.E., PTOE, Assistant Director of Public Works

## SYNOPSIS

Authorize the City Manager to approve a purchase order for \$146,924 for the current fiscal year for the purchase of replacement parts, stock items, and new service installs of traffic control hardware for existing and warranted city owned traffic control devices through Paradigm Traffic Systems.

## STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

## BACKGROUND

Paradigm Traffic Systems is the only local authorized distributor of traffic hardware used by the City's Traffic Operations, which also complies with the City's infrastructure design standards. This firm has also been an excellent partner for our hardware needs and support in recent years. Traffic operations and needed hardware issues arise with little or no advance notice and require that the traffic division has the correct equipment in stock to address the needs promptly to minimize disruption to our citizens. Traffic Operations is also tasked with projecting the City's future needs for traffic projects, upgrades, and repairs of existing and aging traffic infrastructure. Having these devices on hand is critical to sustaining the level of service expected by our citizens and other stakeholders.

Paradigm Traffic Systems, is a contractor on the BuyBoard Cooperative Purchasing contract under their contract # 524-17. This purchase would satisfy all City and State Purchasing requirements with the utilization of this cooperative group. The City seeks approval of this purchase order from Council for FY2020.

## BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
General Fund	101-54135-15-142	TRAFFIC SIGNAL MAINTENANCE	\$214,450	\$155,206	\$146,924

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manager  
**Financial/Budget Review:** Bertha P. Alexander, Budget & Financial Reporting Manager

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

### **SUPPORTING MATERIALS**

1. BuyBoard Contract
2. Paradigm Traffic Systems Quote Q25574DJ

### **STAFF'S RECOMMENDATION**

Staff recommends City Council to authorize the Acting City Manager to approve a purchase order for \$146,924 for the current fiscal year for the purchase of traffic control hardware for existing and warranted city owned traffic control devices through Paradigm Traffic Systems.

**Director Approval:**

**Shashi K. Kumar, P.E.**

**Assistant City Manager/  
City Manager Approval:**

**Bill Atkinson**



Phone: 800.695.2919  
 Email:  
 info@buyboard.com

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#### Contract

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### Additional Resources

**Vendor Name:** Paradigm Traffic Systems, Inc.

**Address:** PO Box 5508

Arlington, TX 76005

**Phone Number:** (817) 831-9406

**Email:** estimating@paradigmtraffic.com

**Website:** <http://www.paradigmtraffic.com>
**Federal ID:** 75-2520341

**Contact:** Jerry Priester

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** No

**No Excluded Foreign Terrorist Orgs:** No

**Contract Name:** Public Safety and Firehouse Supplies and Equipment

**Contract#:** 524-17

**Effective Date:** 04/01/2017

**Expiration Date:** 03/31/2020

**Payment Terms:** Net 30 days

**Delivery Days:** 60

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** Texas

**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is Vendor response document, and can be found in the Vendor Proposal File link page.

**Quote Reference Number:** 524-17

**Return Policy:** All return require authorization from President of company

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)
**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)
**Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



9001 Jameel, Suite 130 Houston, TX 77040  
 713-864-7545- fax 713-864-7588  
[www.paradigmtraffic.com](http://www.paradigmtraffic.com)

## QUOTATION

**REVISED ON 1/14/20 @ 11:00am**

TO: City of Missouri City  
 1919 Skanlin Rd  
 Missouri City, TX 77489

attn: Kevin Cummings

ph: 832-878-2938

fax: [Kevin.Cummings@Missouricitytx.gov](mailto:Kevin.Cummings@Missouricitytx.gov)

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply Equipment

Traffic Signals

512-467-0222 ph

800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
1/7/20	DJ	60-90 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q25574DJ
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	2	Missouri City P Cab, Double Door, w/ Cobalt C Controller, Applied Information Preemption and Communication and 5 Years of Cellular Data and Support Package				\$18,350.00	\$36,700.00
2	2	WTI Viper Series PTZ Camera, High Definition 1 ea. VS720-H.264-HD30-AC-BR Hybrid PTZ Camera 1 ea. SWCM2A Communications Cable, 130' 1 ea. SWPTM1 Post Top Mount 1 ea. SWRCU Rack-Mount Control Unit				\$5,800.00	\$11,600.00
3	5	Pelco PB-5100-12, Aluminum Ped Pole, 12' Painted Black				\$264.00	\$1,320.00
4	5	Pelco SP-1014-TX, Aluminum Ped Base, Painted Black				\$160.00	\$800.00
5	5	Pelco PB-5325 Pole Collar, Painted Black				\$70.00	\$350.00
6	5	Pelco PB-5306-GLV, Anchor Bolts, Galvanized				\$30.00	\$150.00
7	5	Pelco PB-5401, Pole Cap, Acorn Style, Painted Black				\$20.00	\$100.00
8	4	Ped Crossing Assembly c/o: 4 ea Carmanah R920 Solar Engine (Powder Coated Black) 4 ea 4-4 1/2" Dia. Post Mount - Black 8 ea Carmanah Light Bar w/ Confirmaton Light 4 ea Polara Bulldog Pushbutton Black 4 ea 9" x 12" Ped Push Button Station - Black 4 ea 9" x 12" Ped Pushbutton Sign 4 ea 4-1/2" x 15' Aluminum Ped Pole - Black 4 ea Pelco Square Base Assembly - Black 4 ea Acorn Pole Cap - Black 4 ea Grounding Lug 4 ea Pole Collar - Black				\$4,550.00	\$18,200.00
<small>25574DJ, Rev quote 1-14-20</small> <b>NOTE: Lag Bolts or Scew In Foundation NOT included.</b>							

DATE 1/7/20	SLSMN DJ	DELIVERY 60-90 Days ARO	FREIGHT PPD & Allowed	SHIP VIA Best Way	F.O.B. Destination	TERMS Net 30	QUOTE # Q25574DJ
9	2	SWCM2A Communication Cable, 250 ft(for Viper PTZ Camera)				\$1,218.00	\$2,436.00
10	5	AENCORECBL10 10' Pigtail with Quick Connect				\$47.00	\$235.00
11	30	12" x 1" DIN Rail with Hardware				\$19.00	\$570.00
12	3	Ruggedcom Etherwan Switch Model RST2228				\$3,810.00	\$11,430.00
		28 Port field modular, fully managed Layer 2 Ethernet switch with 4 x 1/10 Gbit/s and 24 x 100/1000 Mbit/s non-blocking ethernetports. Support up to six 4-port media modules with RJ45, SFP, or LC interfaces; -40...+85C operating temperature (fanless); 128-bit encryption					
		88 - 300VDC Rack Mount Four 1000/1000 Gig Ports Four 100/1000 Gig Ports 12 10/100/1000 Copper Ports SFP's Not Included					
13	10	Alpha Novus 2000 BBU Inverter				\$1,500.00	\$15,000.00
14	30	Alpha XTV Battery, 112 AH				\$260.00	\$7,800.00
15	10	LED Luminaire, 120 / 240 V, 250 W, Grey				\$410.00	\$4,100.00
16	6	LED Luminaire, 120 / 240 V, 250 W, Black				\$410.00	\$2,460.00
17	10	EDI MMU216LEIP Malfunction Management Unit				\$940.00	\$9,400.00
18	3	Econolite Encore Camera (Camera Only)				\$4,255.00	\$12,765.00

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
1/7/20	DJ	60-90 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q25574DJ
19	2	SCHOOL ZONE FLASHER ASSEMBLY c/o:				\$5,754.00	\$11,508.00
<p><b>*NOTE* Each School Zone Flasher Assembly Consists Of:</b></p> <p>1ea 90W Solar Panel w/Side of Pole Mounting Bracket  2ea Battery, AlphaCell 12V, 106Ah  1ea 2-Compartment Cabinet w/Corbin Lock &amp; Pole Mount Hardware,  Applied Information School Beacon DC Flasher Panel (AI-500-070),  with 10 year connectivity plan.  2ea 1W-1Section Signal, Tunnel Visors and 12", 12VDC LED, Black,  &amp; Mounting Hardware  1ea School Signs and Mounting Hardware  1ea Aluminum Pole Base(Black)  1ea 20' Aluminum Pole (Black)  1ea Screw in anchor</p> <p><b>NOTE: Purchase Orders MUST be processed through</b>  <a href="http://WWW.BUYBOARD.COM">WWW.BUYBOARD.COM</a></p>							

TOTAL \$146,924.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:



\_\_\_\_\_  
Dan Jaynes  
Paradigm Traffic Systems, Inc.  
Federal ID# 75-2520341



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 7(a)(2) Miracle City Church - SUP, Specific Use Permit  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

### SYNOPSIS

This is the first of two readings of an ordinance to consider a request by Jeremiah Asomugha for a SUP, Specific Use Permit on an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located north of East Hampton Circle, south of Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

Mr. Asomugha on behalf of Miracle City Church is proposing to locate an approximate 20,000 square foot worship center, a 16,000 square foot multi-purpose media building and recreational areas. The development is proposed in two phases as summarized below:

**Phase 1:** Media/multi-purpose building with a maximum occupancy of 500 people to be completed/constructed in 18 months.

**Phase 2:** Worship center with a maximum occupancy of 1,000 people to be constructed 5 years after Phase 1 is completed.

Staff recommended approval of the SUP with conditions. The Planning and Zoning Commission held a public hearing on July 10, 2019 and forwards a positive recommendation to include staff's recommendations; provide for the building square feet as shown on the conceptual site plan; to relocate the trash enclosure area away from the residential areas, to landscape the area surrounding any proposed detention and to provide mitigation for noises including the provision of solid screening.

A public hearing was held on September 3, 2019. The applicant requested to withdraw the application from consideration at that time, schedule a meeting with the Fondren Park Homeowners Association, and reschedule for a future Council meeting.

A second public hearing was held on October 21, 2019. Council took no action on the proposed ordinance.

As of October 21, 2019, a total of 1 letter of support, 4 letters of protest, and 1 petition signed by representatives for 177 residential lots has been received. Written protest has been received from property

owners of at least 15 percent of the area within 200 feet of the subject site. A two-thirds vote is not required.

### BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
N/A					

**Purchasing Review:** N/A

**Financial/Budget Review:** N/A

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

### SUPPORTING MATERIALS

1. Ordinance
2. City Council meeting minutes (October 21, 2019 – see item 7.(a)(1))
3. City Council meeting minutes (September 3, 2019 – see item 7.(a)(2))
4. Planning and Zoning Commission meeting minutes excerpt (July 10, 2019 – see item 7.A.(1))
5. Planning and Zoning Commission final report
6. Application
7. Letter of owner authorization
8. Ortho map
9. Newspaper legal notice (prior to September 3<sup>rd</sup> public hearing)
10. Notice of public hearing sent to adjoining property owners
11. Mailing labels for adjoining property owners
12. Rezoning application protest letters analysis
13. Letters of protest & Petition
14. Letter of support

### STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the first reading.

**Director Approval:** Otis T. Spriggs, AICP, Development Services Director

**Assistant City Manager/  
City Manager Approval:** Glen A. Martel, Assistant City Manager

**ORDINANCE NO. O-19-**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING A SPECIFIC USE PERMIT AUTHORIZING THE USE OF A 14.98-ACRE TRACT OF LAND IN THE CITY OF MISSOURI CITY AS A SPECIFIC USE: PLACES OF ASSEMBLY; PROVIDING LIMITATIONS, RESTRICTIONS, AND CONDITIONS ON SUCH SPECIFIC USE; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \*

WHEREAS, The House of God World Out Reach is the owner of 14.98 acres of land within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 14.98-acre tract of land presently has a zoning classification of LC-1 local retail restricted, in part, and R-3 two-family residential district in part, pursuant to Ordinance No. O-81-1, adopted on January 19, 1981; and

WHEREAS, The House of God World Out Reach's agent, Jeremiah Asomugha, has made an application to the City of Missouri City for Specific Use Permit No. 206; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such request for Specific Use Permit No. 206; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such request to allow Specific Use Permit No. 206; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities, contribute to, enhance, or promote the welfare of the area of request and adjacent properties, not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; now, therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. As required by law, City Council conducted the public hearing on the request for Specific Use Permit No. 206 and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The 14.98-acre tract property is more fully described in Exhibit “A,” attached hereto and made a part hereof for all purposes (the “Property”), and is depicted in Exhibit “A-1” for reference purposes only. In the event Exhibit “A-1” conflicts with Exhibit “A,” Exhibit “A” shall prevail.

Section 4. The specific use of the Property authorized and permitted by this Ordinance is Specific Use Permit No. 206-Places of assembly use.

Section 5. Presently, the Property has a zoning classification of LC-1 local retail restricted district, in part, and R-3 two family residential district, in part. The specific use authorized and permitted by this Ordinance shall be developed in accordance with the Missouri City Code, the City of Missouri City Zoning Ordinance, the attached site plan and development schedule, Exhibit “B, ”and shall be developed subject to the following conditions:

- I. **Use Permitted.** Only the following use shall be permitted:
  - A. Places of assembly
- II. **Standards and Regulations.** The Property shall comply with LC-1 local retail restricted district regulations.
  - A. **Height and area regulations.**

The structures on the Property shall not exceed the floor area indicated in Exhibit B.
  - B. **Landscaping regulations.**
    - 1. Property owner shall plant and maintain a solid landscape buffer around any detention pond.
  - C. **Trash.** Trash receptacles shall not be near any residential property line.
  - D. **Development Schedule.**
    - 1. Phase 1. Within 18 months from the effective date of this Ordinance, a media multi-purpose building shall be completed.
    - 2. Phase 2. Five years from the completion date of Phase 1, the construction of a worship center shall commence. For the purposes of the this subsection, commencement of construction is defined as the point at which the Property owner obtained a building permit for the construction of the worship center described in Exhibit B.

Section 6. The Zoning District Map of the City of Missouri City shall be revised and amended to show the specific use permitted on said 14.98-acre tract of land, as

granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, Texas, save and except the change in the specific use of the 14.98-acre tract of land described in Section 3 hereof authorizing the specific use-places of assembly, and the imposition of the conditions contained herein.

Section 8. The building official shall not issue a building permit or a certificate of occupancy for a use authorized by this specific use permit on the Property until there has been full compliance with this ordinance, the Missouri City Code of Ordinances, and all other ordinances, rules and regulations of the City of Missouri City.

Section 9. *Repeal.* Any other ordinance or any part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 10. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this Zoning Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 11. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance 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 Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this \_ day of \_\_\_\_\_, 2019.

---

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

FIELD NOTE DESCRIPTION  
14.984 ACRES IN THE JAMES B. MURPHY SURVEY, ABSTRACT NO. 581  
HARRIS COUNTY, TEXAS

BEING a 14.984 acre tract of land situated in the James B. Murphy Survey, Abstract No. 581, Harris County, Texas, being out of that certain called 15.055 acre tract as described in deed recorded under Clerk's File No. 4269652 of the Official Public Records of Harris County, Texas, said 14.984 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8" Iron Rod found w/cap in the westerly line of Fondren Road (60 feet wide right-of-way) and the northerly line of East Hampton Road (60 feet wide right-of-way) at the southeast corner of said called 15.055 acre tract for the southeast corner of the herein described 14.984 acre tract;

THENCE with the northerly line of East Hampton Road and southerly line of said called 15.055 acre tract, South  $86^{\circ}35'21''$  West a distance of 1388.04 feet to a 5/8 inch iron rod found in the easterly line of Kathy Avenue (60 feet wide right-of-way) at the southwest corner of said called 15.055 acre tract for the southwest corner of the herein described 14.984 acre tract;

THENCE with the easterly line of Kathy Avenue and westerly line of said called 15.055 acre tract, North  $02^{\circ}59'00''$  West a distance of 432.72 feet to a 5/8" Iron Rod found w/cap at the southwest corner of that certain called 3200 square feet tract described in deed recorded under Clerk's File No. 4269652 of the Official Public Records of Harris County, Texas for the lower northwest corner of the herein described 14.984 acre tract;

THENCE with the southerly line of said called 3200 square feet tract, North  $86^{\circ}43'10''$  East a distance of 79.98 feet to a 5/8" Iron Rod found w/cap at the southeast corner of said called 3200 square feet tract for an inner "EII" corner of the herein described 14.984 acre tract;

THENCE with the easterly line of said called 3200 square feet tract, North  $02^{\circ}52'41''$  West a distance of 40.11 feet to a 5/8" Iron Rod found w/cap in the southerly line of Block 3 of Fondren Park, Section 2, map of which is recorded in Volume 115, Page 58 of the Map Records of Harris County, Texas and the northerly line of said called 15.055 acre tract at the northeast corner of said called 3200 square feet tract for the upper northwest corner of the herein described 14.984 acre tract;

THENCE with the southerly line of said Fondren Park, Section 2, Block 3 and northerly line of said called 15.055 acre tract, North  $86^{\circ}35'58''$  East a distance of 1307.98 feet to a 5/8" Iron Rod found with cap in the westerly line of said Fondren Road at the southeast corner of said Fondren Park, Section 2, Block 3 and northeast corner of said called 15.055 acre tract for the northeast corner of the herein described 14.984 acre tract;

THENCE with the westerly line of said Fondren Road and easterly line of said called 15.055 acre tract, South  $02^{\circ}59'03''$  East a distance of 472.41 feet to the **PLACE OF BEGINNING**;

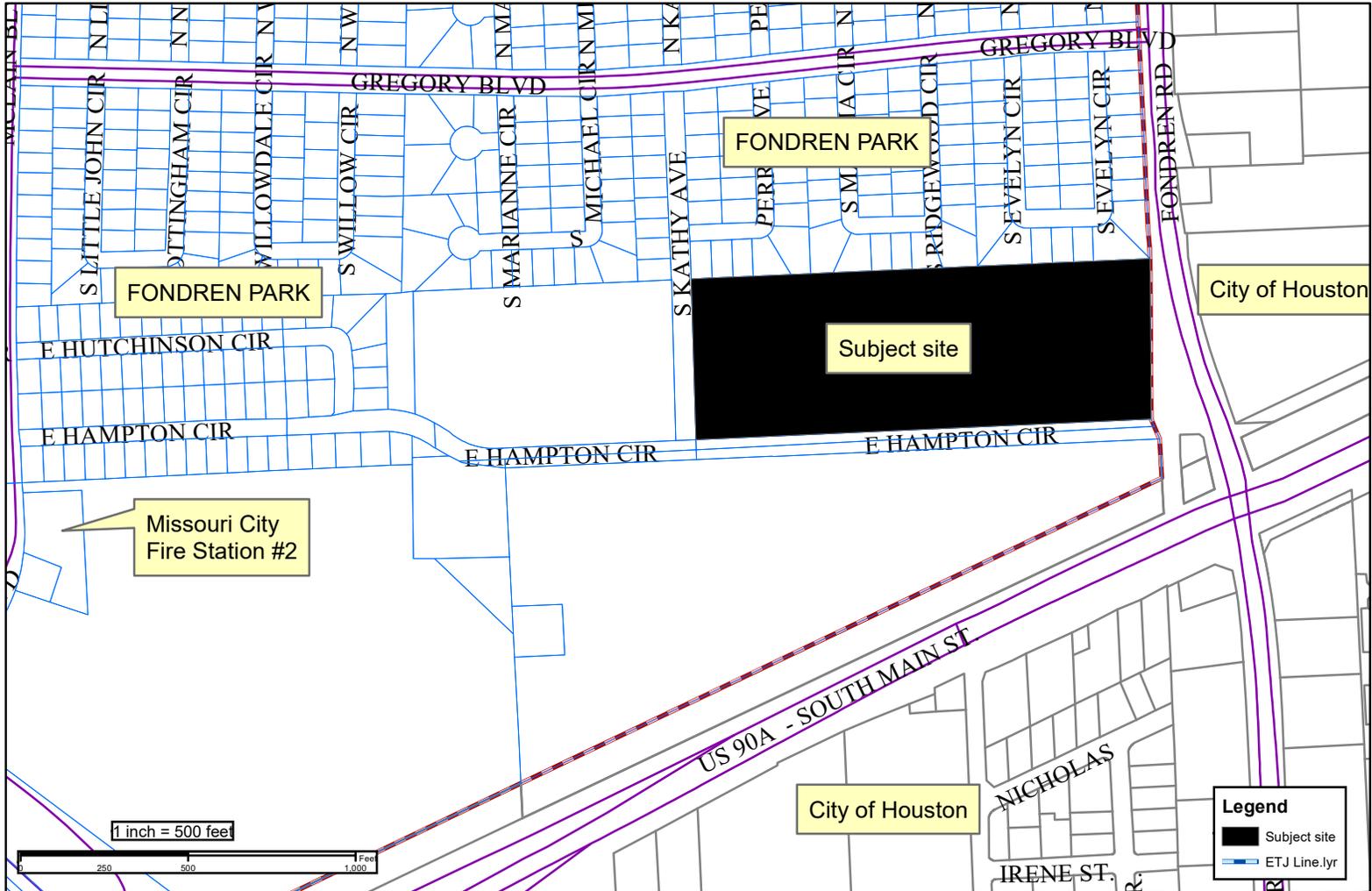
CONTAINING a computed area of 14.984 acres of land within this Field Note Description.  
Bearings recited hereon are based on GPS datum: NAD 83, GEOID 2009, Texas South Central  
Zone (4204).

This Field Note Description was prepared from a survey performed on the ground on January 21,  
2015 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is  
referenced to Survey Drawing Project No. B259-02. .

01/21/2015  
Date

  
Robert E. Maddux, Jr.  
R.P.L.S. No. 4513





**LAND USAGE ANALYSIS**

1. TOTAL LAND AREA = 652,703 SQ.FT. (14.984 ACRES)
  2. BUILDING = 36,000 SQ.FT.
  3. DRIVEWAY/PVMT= 159,973 SQ.FT.
  4. WALKWAY = 15,302 SQ.FT.
  5. DETENTION POND = 130,680 SQ.FT.
- TOTAL DEVELOPED AREA= 341,955 SQ.FT.  
 % DEVELOPED AREA = 52.39%

**2 YRS. RUNOFF CALCULATION**

MIRACLE CITY CHURCH (2yr)	
Cwt = (0.85" <sup>2.48</sup> )(0.31) <sup>1.49</sup> (14.984)	
Cwt = 0.33	
Existing	
Al(imp) = 0.0000 ac	
Al(per) = 14.9840 ac	
Q(2yr) = 0	3.04 IN/HR
Q(imp) = 0.35(14.984) 0.4	0.00 cfs
Q(per) = 0.35(14.984) 0.4	15.94 cfs
Q(Total existing) =	0+15.94 15.94 cfs
Developed	
Cwt = 0.43	10.85(7.85)(0.33) <sup>1.49</sup> (13.84)
I = 3.04 IN/HR	24.9880
Al(imp) = 7.8500 ac	
Al(per) = 7.1340 ac	
Q(imp) = 0.61(7.85) 0.4	14.56 cfs
Q(per) = 0.61(7.134) 0.4	13.23 cfs
Q(Total) =	14.56+13.23 27.79 cfs

**100 YRS. RUNOFF CALCULATION**

MIRACLE CITY CHURCH (100yr)	
Cwt = (0.85" <sup>2.48</sup> )(0.33) <sup>1.49</sup> (14.984)	
Cwt = 0.33	
Existing	
Al(imp) = 0.0000 ac	
Al(per) = 14.9840 ac	
Q(100yr) = 0	6.39 IN/HR
Q(imp) = 0.35(14.984) 0.4	0.00 cfs
Q(per) = 0.35(14.984) 0.4	33.51 cfs
Q(Total existing) =	0+33.51 33.51 cfs
Developed	
Cwt = 0.43	10.85(7.85)(0.33) <sup>1.49</sup> (13.84)
I = 6.39 IN/HR	24.9880
Al(imp) = 7.8500 ac	
Al(per) = 7.1340 ac	
Q(imp) = 0.61(7.85) 0.4	30.60 cfs
Q(per) = 0.61(7.134) 0.4	27.81 cfs
Q(Total) =	30.60+27.81 58.41 cfs

**DETENTION VOLUME CALCULATION**

Required rate of storage	
% Impervious cover	52.39%
DETENTION VOLUME REQUIRED	434,257 cuft

DETENTION CALCULATION IS BASED UPON REGULATIONS OF HARRIS COUNTY.



One Halfway Circle  
 Suite 200  
 1380 Northwest Freeway  
 Houston, TX 77060

Phone 281.363.0200  
 Phone 713.646.0844  
 Fax 281.363.0200  
 Web: Maki-Tect.com

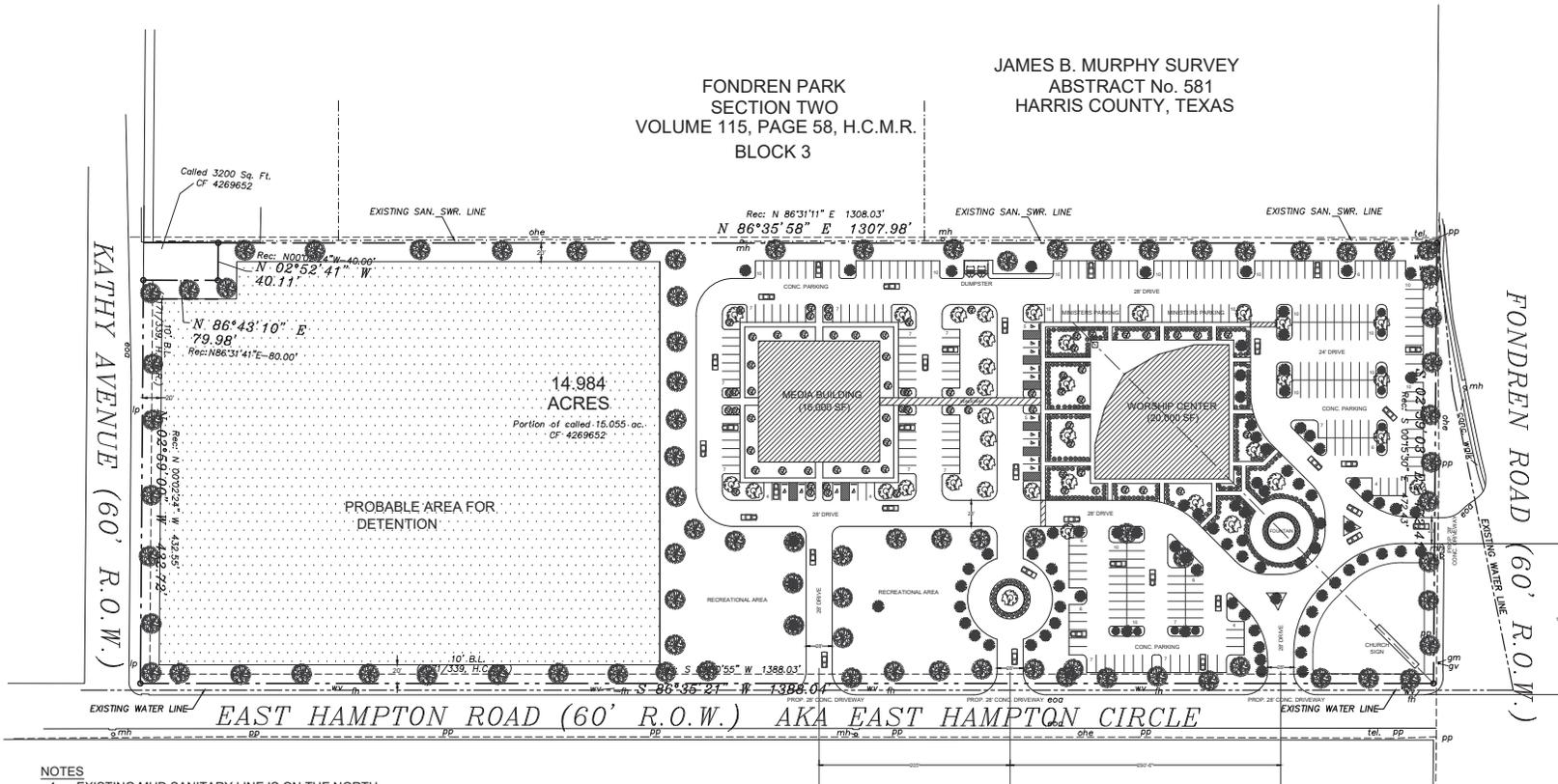
CONSULTING ENGINEER

NEDU ENGINEERING SERVICES, INC.

Professional Seal  
 State of Texas  
 License No. 11212  
 Exp. 12/31/2022  
 TREC REG. # 18229

FONDREN PARK  
 SECTION TWO  
 VOLUME 115, PAGE 58, H.C.M.R.  
 BLOCK 3

JAMES B. MURPHY SURVEY  
 ABSTRACT No. 581  
 HARRIS COUNTY, TEXAS



**NOTES**

1. EXISTING MUD SANITARY LINE IS ON THE NORTH SIDE OF THE PROPERTY.
2. EXISTING MUD WATER LINE IS ON FONDREN AND EAST HAMPTON.
3. EXISTING STORM SEWER SYSTEM IS ON EAST HAMPTON ON SOUTH SIDE OF THE PROPERTY.

Called 23.2748 Ac.  
 CF 4278191

PROPOSED SITE PLAN



1" = 60'-0"

01



NO.	DATE	ISSUE
	11/14/18	REVIEW

MIRACLE CITY CHURCH

FONDREN ROAD  
 MISSOURI CITY, TX 77071

SITE PLAN

NO. 118

SD1.0

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**REGINALD PEARSON**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, October 21, 2019**, at the City Hall, Council Chamber, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

### 1. ROLL CALL

Mayor Ford called the meeting to order at 7:05 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Pearson, Boney, Maroulis, and Emery; Assistant City Manager Atkinson, City Attorney Iyamu, and City Secretary Jackson. Absent: City Manager Snipes.

2. The **PLEDGE OF ALLEGIANCE** was led by Assistant City Manager Martel.

### 3. PRESENTATIONS AND RECOGNITIONS

Mayor Ford proclaimed October 21, 2019, as "Delta Sigma Theta Sorority Incorporated Day" in the City of Missouri City, Texas. Mayor Ford along with Health Inspectors II Abraham and Bryan presented the Clean Restaurant Award to local establishments.

### 4. PUBLIC COMMENTS

**Tiffany Scales**, 3806 Smithers Lane, spoke on a non-profit organization 'Toiletries for Families' and stated she believed there was a need not being met in the area. Scales added that she wished to contract with the City.

**Hyo Tan Knebel**, 2955 Creekway Circle, spoke about water coming down on her property from the City's green space.

### 5. STAFF REPORTS

Assistant City Manager Atkinson announced that early voting would be from October 21 through November 1. Atkinson invited everyone to the following events: Tots and Crafts on October 23; Leadership Luncheon on October 23; Senior Foodies on October 24; Ladies Tennis Double Strategy Clinic on October 25; Slam or Smash Pickleball Tournament on October 25; Book Talk on October 29; and, Tricks and Treats in the park on October 26.

Fire Chief Campbell presented the Missouri City Fire and Rescue Services Department annual report.

### 6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of October 7, 2019.
- (b) Consider approving the designation of an acting city manager pursuant to Section 4.01.E of the City Charter of the City of Missouri City, Texas.

Councilmember Edwards moved to approve the Consent Agenda pursuant to recommendations by City Staff. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

**(a) Zoning Public Hearings and Ordinances**

- (1) Public hearing to receive comments for or against a request for a specific use permit authorizing the use of a 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center; describing said 14.984 acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing a penalty; containing other provisions relating to the subject; and consider the ordinance on the first of two readings. The subject site is located north of East Hampton Circle, south of the Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

Planner I White presented on an ordinance to consider a request by Jeremiah Asomugha for a Specific Use Permit on an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom. White stated Mr. Asomugha proposed to locate an approximate 20,000 square foot worship center, a 16,000 square foot multi-purpose media building and recreational areas. The development was proposed in two phases as follows: **Phase 1:** Media/multi-purpose building with a maximum occupancy of 500 people to be completed/constructed in 18 months; and, **Phase 2:** Worship center with a maximum occupancy of 1,000 people to be constructed five years after Phase 1 was completed. Staff recommended approval of the SUP with conditions. The Planning and Zoning Commission forward their final report to include staff recommendations and provide for the building square feet as shown on the conceptual site plan, to relocate the trash enclosure area away from the residential areas, to landscape the area surrounding any proposed detention and to provide mitigation for buffering noises, with a positive recommendation (4-3 vote).

Councilmember Boney moved to open the public hearing at 7:44 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

**Joe Nixon**, applicant's attorney, stated his client would like to be a good neighbor and encouraged Council to recognize first amendment.

**Gerald McWilliams**, 15350 E. Hutchinson Circle, spoke against the proposed request.

**Sharron Stighich**, 11802 S. Marcia Circle, spoke against the proposed request.

**Michael Rowan**, 11806 S. Marianne Circle, spoke against the proposed request.

**Penelope Hazelwood**, 11819 S. Marianne Circle, spoke against the proposed request.

Councilmember Edwards stepped away at 7:58 p.m. and returned at 8:01 p.m.

**Jeremiah Asomugha**, the applicant, thanked everyone for the efforts they made with the subdivision and addressed comments by the public.

**Nkemdi Ohalete**, the applicant's engineer, addressed questions from the public and stated they would abide by the City and county codes.

**Jeanette Quimby**, 11814 S. Willowdale Circle, spoke against the request and comments made by the applicants.

Assistant City Manager Atkinson stepped away at 8:06 p.m. and returned at 8:10.

**Sheryl Orloff**, 11802 S. Perry Ave, designated time to Ms. Quimby.

Ms. Quimby continue to speak against the proposed request.

**Samuel Renaul**, 11839 S. Evelyn Circle, spoke against the proposed request.

**Alan Soffar**, 11734 N. Nottingham Circle, spoke against the proposed request.

**Howard Reynolds**, 15342 E. Hutchinson Circle, spoke against the proposed request.

**Bob Paisley**, 11743 N. Marianne Circle, spoke against the proposed request.

**Penelope Jank**, 11731 N. Nottingham Circle, spoke against the proposed request.

**Jeanne Noxon**, 11806 S. Marcia Circle, spoke against the proposed request.

**Bobbie DeGrate**, 11735 N. Marcia Circle, spoke in favor of the proposed request.

**Betsy Elenbaas**, 11803 S. Kathy Ave, spoke against the proposed request.

**Karl Guetzow**, 1182 S. Willow Circle, spoke against the proposed request.

**Carla Menard**, 15422 Poolview Street, spoke against the proposed request.

**Deb Freilich**, 15210 E. Hampton Circle, spoke against the proposed request.

**Vickie Bunch**, 11847 S. Perry Ave, spoke in favor of the proposed request.

**Bruce Zabrowski**, 7915 Chancel, spoke against the proposed request.

**Robin McClland**, 11822 S. Perry Ave, spoke in favor of the proposed request.

Councilmember Boney moved to close the public hearing at 8:51 p.m. Councilmember Pearson seconded.  
**MOTION PASSED UNANIMOUSLY.**

**AGENDA ITME FAILED DUE TO LACK OF MOTION.**

There were no **Public Hearings and related actions** and no **APPOINTMENTS**.

## **9. AUTHORIZATIONS**

- (a) Consider authorizing the city manager to negotiate and execute a contract for the provision of services required for paving and drainage improvements for Independence Boulevard (Segment 2).

Councilmember Maroulis moved to authorize the city manager to execute a contract with Mar-Con Services, LLC for the paving and drainage improvements for Independence Blvd. (Segment 2) in the amount of \$1,614,169.8. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider authorizing the city manager to execute a contract for tennis programs, lessons, clinics, tournaments and services.

Councilmember Pearson moved to authorize the city manager to execute a contract for tennis programs, lessons, clinics, tournaments and services with King Daddy Sports. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the purchase of equipment for a new fire apparatus.

Councilmember Maroulis moved to authorize the purchase of new tools and equipment for two new replacement fire trucks from Metro Fire Apparatus not to exceed \$258,387.00. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (d) Consider authorizing the city manager to execute professional services contracts for plan review and inspections services.

Director of Development Services Spriggs stated the request was to authorize the city manager to enter into a professional services contract with Mikaylah Architects, BBG Consulting, Waters Resources Management, LLC and Curt Services for the following: planning and zoning, building plan review, engineering plan review, fire code review, and inspection services. Spriggs noted that with this authorization, the City would comply with new state legislation and provide expedited services.

Councilmember Emery moved to authorize the city manager to execute professional services contracts for plan review and inspections services. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

## 10. ORDINANCES

- (a) Consider an ordinance amending the general budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019; authorizing the appropriate city officials to take steps necessary to accomplish such amendments; making certain findings; containing certain provisions relating to the subject; and consider the ordinance on the first and final reading.

Director of Financial Services Portis presented an overview on the budget amendments.

Councilmember Boney moved to approve the ordinance. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

## 11. RESOLUTIONS

- (a) Consider a resolution determining that the construction Manager-At-Risk method of procurement provides the best value for the City of Missouri City, Texas; providing for repeal; providing for severability; and making certain findings relating there to.

Councilmember Pearson moved to adopt the resolution. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

## 12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Emery stated the pathway from Township Boulevard to Mosley Park would open up officially and thanked the work of the Parks and Recreation and the Public Works departments. Councilmember Boney congratulated Delta Sigma Theta Sorority; attended the grand opening of Fleur De Licious Catering; attended the Houston Association of Realtors luncheon; and, represented the City at the TML Annual Conference. Councilmember Maroulis spoke about an accident on Highway 6 and Glen Lakes.

Councilmember Pearson also attended the grand opening of Fleur De Licious Catering. Mayor Ford invited everyone for the October 23 Leadership Luncheon celebrating National Women’s Small Business Month.

**13. ADJOURN**

The regular City Council meeting adjourned at 9:13 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Maria Jackson, City Secretary

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**REGINALD PEARSON**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Tuesday, September 3, 2019**, at the City Hall, Council Chamber, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

### 1. ROLL CALL

Mayor Ford called the meeting to order at 7:09 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Pearson, Boney, Maroulis and Emery; City Manager Snipes, City Attorney Iyamu, and City Secretary Jackson.

2. The **PLEDGE OF ALLEGIANCE** was led by Boy Scout Troop 140.

There were no **PRESENTATIONS AND RECOGNITIONS**.

### 4. PUBLIC COMMENTS

**Tom Simon**, 414 Harbor Point Drive, addressed the fire station being blocked at certain times of the day.

### 5. STAFF REPORTS

City Manager Snipes announced September as National Hurricane Preparedness Month. He stated that both Fort Bend ISD and Houston ISD started a new school year and requested that drivers pay close attention while driving. Snipes invited everyone to the following upcoming events: Car seat safety check on September 5; Farmers Market on September 7; Senior Casino Trip on September 10; and, Oktoberfest on September 21.

### 6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of August 19, 2019.

Councilmember Emery moved to approve the Consent Agenda pursuant to recommendations by City Staff. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

### 7. PUBLIC HEARINGS AND RELATED ACTIONS

#### (a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request to change the zoning classification of an approximate 14.11 acre tract of land from SD, suburban district to LC-3, retail district; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the first of two readings. The subject site is located south of Vicksburg Boulevard and State Highway 6, east of the Oakwick Forest Estates residential subdivision and west of a Firestone Complete Auto Care.

Planning Manager Thomas stated the applicant seeks to zone an approximately 14.11 acres from SD, suburban district to LC-3, retail district. The applicant intended to develop a commercial, retail development

consistent with the development regulations for the LC-3, retail district. The Planning and Zoning Commission and staff recommended approval.

Councilmember Maroulis moved to open the public hearing at 7:16 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

With no public comments, Councilmember Boney moved to close the public hearing at 7:17 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to approve the ordinance. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to receive comments for or against a request for a specific use permit authorizing the use of a 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center; describing said 14.984 acre tract of land; providing limitations, restrictions, and conditions on such specific use; amending the zoning district map of the City of Missouri City; providing a penalty; containing other provisions relating to the subject; and consider the ordinance on the first of two readings. The subject site is located north of East Hampton Circle, south of the Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

Planner II White stated the applicant was proposing to locate an approximate 20,000 square foot worship center, a 16,000 square foot multi-purpose media building and recreational areas. The development was proposed in two phases summarized as follows: Phase 1: Media/multi-purpose building with a maximum occupancy of 500 people to be completed/constructed in 18 months; and, Phase 2: Worship center with a maximum occupancy of 1,000 people to be constructed 5 years after Phase 1 was completed. Staff recommended approval of the SUP with conditions. The Planning and Zoning Commission forward their final report to include staff recommendations and provide for the building square feet as shown on the conceptual site plan, to relocate the trash enclosure area away from the residential areas, to landscape the area surrounding any proposed detention and to provide mitigation for buffering noises.

Councilmember Edwards moved to open the public hearing at 7:20 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

**Allan Soffar**, 11734 N. Nottingham Circle, spoke against the request.

**Bruce Zaborowski**, 7915 Chancel, spoke against the request.

**Sheryl Orloff and Jeanette Quimby**, 11802 S. Perry Ave, spoke against the request and presented a petition of 176 residents against the proposal.

**Kevin Pever**, 11839 S. Perry Ave, spoke against the request.

**Nkemdi I. Ohalete**, the development's engineer, spoke on the misconceptions coming from those against the request.

Councilmember Edwards moved to close the public hearing at 7:40 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson moved to approve the ordinance. Councilmember Maroulis seconded.

**Pastor Jeremiah Asomugha**, applicant, spoke about the request and his ministry.

Councilmember Boney asked about the residents in favor of his request and if he walked the property to speak to the neighbors prior to purchasing the property. Pastor Jeremiah stated that before they purchased the property they spoke with City staff about the process. Councilmember Pearson noted they received a petition against the project that 176 residents signed. Pastor Jeremiah stated he met with several residents and the HOA was opposed to meeting with them.

Councilmember Pearson moved to recess the regular City Council meeting at 8:04 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

At 8:12 p.m., City Council reconvened the regular City Council meeting. Councilmember Edwards arrived at 8:12 p.m.

Councilmember Pearson stated he spoke with the HOA and they agreed to meet with the applicant.

Pastor Jeremiah Asomugha requested to withdraw his request. Nkemdi I. Ohalete also requested to withdraw the request, meet with the neighborhood, and come back on a later date.

## **7. PUBLIC HEARINGS AND RELATED ACTIONS**

### **(b) Public Hearings and related actions**

- (1) Public hearing to receive comments for or against an ordinance providing an interim procedure regarding the administration of plans and platting rules; declaring an emergency; and consider the related ordinance on the first and final reading.

Planning Manger Thomas presented on an ordinance providing for an interim procedure regarding the administration of plans and platting rules.

Councilmember Maroulis moved to open the public hearing at 8:18 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

With no public comments, Councilmember Pearson moved to close the public hearing at 8:18 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to approve the ordinance. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to receive comments for or against a resolution electing to participate in tax abatement; and consider the related resolution.

Councilmember Emery moved to open the public hearing at 8:20 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

With no public comments, Councilmember Pearson moved to close the public hearing at 8:20 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to approve the resolution. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **APPOINTMENTS.**

## **9. AUTHORIZATIONS**

- (a) Consider authorizing a proposal on a maximum property tax rate and consider setting the dates for public hearings and the adoption of such proposal on a future meeting agenda.

Councilmember Maroulis moved to approve a public hearing on September 16, 2019 and a second hearing on September 23, 2019; and, the placement of a proposed tax rate of no greater than \$0.63000 on the October 7, 2019 regular meeting agenda at 7:00 p.m. at City Hall. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmembers Edwards, Pearson, Boney, Maroulis, and Emery  
Nays None

- (b) Consider authorizing the city manager to execute a professional services contract for city-wide pavement and sidewalk evaluation.

Councilmember Edwards moved to authorize the city manager to execute a professional services contract for city-wide pavement and sidewalk evaluation with Fugro USA Land, Inc. for an amount not to exceed \$285,100.00. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the city manager to execute an agreement with the Texas Department of Transportation for participation in the Off System Bridge Replacement Program.

Councilmember Boney moved to authorize the city manager to execute an agreement with the Texas Department of Transportation for participation in the Off System Bridge Replacement Program. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

## 10. ORDINANCES

- (a) Consider an ordinance amending Chapter 2, Administration, of the Missouri City Code, amending regulations regarding tagging final action on agenda items; and consider the ordinance on the second and final reading.

Mayor Ford stated that Councilmember Emery referenced this change was necessary for transparency; therefore, she also requested that special City Council meetings be filmed. City Council expressed support of filming special City Council meetings. Mayor Pro Tem Preston requested Council committee meetings being audio recorded. City Attorney Iyamu stated staff could have the requested item placed before City Council for further discussion.

Councilmember Emery moved to approve the ordinance. Councilmember Pearson seconded. **MOTION PASSED.**

Ayes: Councilmembers Pearson, Boney, Maroulis, and Emery  
Nays: Mayor Ford, Mayor Pro Tem Preston, and Councilmember Edwards

- (b) Consider an ordinance amending the personnel policy of the City of Missouri City; and consider the ordinance on the first of two readings.

Director of Human Resources Russell presented the amendment to the personnel policy on vacation accruals.

Councilmember Edwards stepped away at 8:34 p.m. and returned at 8:37 p.m.

Councilmember Emery discussed additional requests Gallagher recommended. Mayor Ford requested the maximum accrual numbers from all cities surveyed to see where the City stands.

Councilmember Emery moved to adopt the ordinance. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

**11. RESOLUTIONS**

- (a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest to the assignment and assumption of a tax abatement agreement from TDC Southwest CC Partners I L.L.C., formerly known as Ridge Southwest CC Partners I L.L.C. to TPP SW Commerce, L.L.C.

Councilmember Emery moved to approve the resolution. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

**12. CITY COUNCIL ANNOUNCEMENTS**

Councilmember Boney thanked staff for a successful MCTX Symposium. Boney recognized Missouri City resident Jarren Small who participated at the Battle of the Bands. Councilmember Maroulis thanked the Finance Department for their work on the budget. Councilmember Pearson thanked staff for their good work. He also attended the Thurgood Marshall State of the School, the MCTX Symposium, and several HOA meetings, which all were very informative.

**13. ADJOURN**

The regular City Council meeting adjourned at 8:49 p.m.

Minutes PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

---

Maria Jackson, City Secretary



**MINUTES  
PLANNING AND ZONING COMMISSION  
CITY OF MISSOURI CITY, TEXAS  
July 10, 2019**

**1. CALL TO ORDER**

The Notice of the Meeting and Agenda having been duly posted in accordance with the legal requirements and a quorum being present, the meeting was called to order by Chair Brown-Marshall, at 7:00 PM.

**2. ROLL CALL**

**Commissioners Present:**

Sonya Brown-Marshall  
Tim Haney  
John O'Malley  
James R. Bailey  
Monica L. Rasmus  
James G. Norcom III  
Gloria Lucas

**Commissioners Absent:** Courtney Johnson Rose, Hugh Brightwell

**Councilmembers Present:** Anthony G. Maroulis.

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
Cliff Brouhard, Assistant Public Works Director  
Jamilah Way, First Assistant City Attorney  
Thomas White, Planner II  
Gretchen Pyle, Development Review Coordinator  
Egima Edwards, Planning Technician  
Bill Atkinson, Assist. City Manager

**Others Present:** Howard Hochman, Kurt Bernlohr, Aurelio Rodriguez, Talent Academy, Tanya Terry, Lisa Christon, Marie Escue; LJA Engineering, Laurie Chapa; LJA Engineering, Allan Soffar, Bing Bing Guo, Fangming Zhu, Andrew D. Jones, Jacob Oomrn, Anthony Green, Janice Green, James Gao, Neil Burks, Penelope Hazelwood, Sheryl Orloff, Samuel Renaud, Mary Jo Wright, Sallye Thompson, Jeanette Quinby, Mike Huang; Cre8 Architects, Gloria Dima-Ala,

**Second:** Commissioner Lucas

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Rasmus, Commissioner Norcom III, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

## 7. ZONING MAP AMENDMENTS

### A. PUBLIC HEARING FOR A SPECIFIC USE PERMIT

- (1) To receive comments for or against a request by Jeremiah Asomugha seeking a SUP, Specific Use Permit for an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

Planner II, Thomas White presented this item. Mr. White informed that the subject property is located at Fondren, East Hampton Circle, South Kathy Avenue, and abuts the Fondren Park subdivision. The applicant was requesting to erect a media/multi-purpose building, with an occupancy of 500 people; to be completed in 18 months. Phase II would consist of a worship center, with an occupancy of 1000 people; which would begin 5 years after Phase I is complete. Mr. White informed that the size of the property is 14.984 acres; existing zoning for each parcel is LC-1, Local Retail located on Fondren, and R-3, Two Family Dwelling located on South Kathy Avenue at E. Hampton Circle. Staff's recommendation is to allow a SUP, Specific Use Permit for a place of assembly; to apply the development standards; to comply with the LC-1 restrictive district; to approve the square footage as shown on the conceptual plan and as the maximum square footage for the place of assembly, and to adopt the final report to forward to City Council with a positive recommendation in consideration and adoption thereof.

Commissioner Lucas asked Mr. White for confirmation that staff had not reviewed the layout to date. Mr. White informed that the present design was conceptual. In terms of the landscaping, staff had not conducted a complete review. Due to the applicant needing to gain approval of the SUP, a review of the conceptual layout would not be feasible at the current time.

Director of Development Services, Otis Spriggs informed that the applicant presented a conceptual plan with a particular layout. If there were to be a motion of approval, the Commission could accept the plan as presented. During the permit process, additional details in terms of quantity, species, and spacing requirements would be needed. By conceptual, the Commission has the discretion to modify or accept the plan as presented.

Owner of a Place of Assembly, Jeremiah Asomughs informed that the media center will be a youth center. There will be a worship center as well. The youth center was called the media center probably due to the recording of the church taking place in that building. The youth center will be Phase I.

Chair Brown-Marshall informed that she was concerned about the buffering between the place of assembly and the abutting residents. Mr. Asomughs informed that he did not have the specifics of the buffer, and that his engineer would be able to provide the information (attendance delayed by traffic).

Commissioner Lucas informed that there has been flooding in the subdivision of Fondren Park and she did not believe that the detention pond would be enough to prevent additional flooding due to the proposed development.

Chair Brown-Marshall informed that more would be determined once the drainage analysis is received.

Vice Chair Haney asked the development's Engineer, Nkemdi I. Ohalete about the detention pond due to the existing flooding in Fondren Park, and the buffering between the residential and the proposed development. Mr. Ohalete informed that due diligence was being conducted with the assurance of mitigations. A large detention pond would be designed to hold any run-off. Part of the property is in the floodplain; therefore, flood mitigations will be conducted as per code. Landscaping will be around the detention pond. Mr. Ohalete informed that for the buffer concern, they will comply with the current codes at the time of development.

Sheryl Orloff, Fondren Park Board of Directors, 11802 S. Perry Ave, stated that the property has been up for rezoning before. Eight hundred and ninety-five homes filled out a petition to keep the back portion of the property as residential zoning. The church will cause flooding. Mrs. Orloff asked about the flow of the drainage from the detention pond. Businesses or residential that are taxable, not non-taxable are needed. Green space is needed and the residents want to keep the existing green space. The lighting will be shined into backyards. Mrs. Orloff asked where the additional people were going to park once the congregation grew to a thousand people. There is enough traffic from seven entrances into Fondren Park. No more traffic is needed entering the subdivision, unless North Kathy and East Hampton are closed.

Jeanette Quinby, 11814 S. Willowdale Cir., stated that she has lived in Fondren Park for over thirty years. She has no problem with development in the green space, if it is developed has homes. The concrete that will be built would have no drainage. Homes would have at least green space and concrete to allow for drainage. Ms. Quinby restated the concern about traffic. She believes in God, Jesus and churches are needed in the world; but sometimes there are spaces that are not designed for churches. They are designed for homes and families to grow on. Ms. Quinby informed that every time it rains, and with the warehouses that were built, the flooding has increased. Keeping the residential portion was restated. A business could be placed in the commercial area. The concern about traffic was restated.

Samuel Renaud, 11839 S. Evelyn Cir., stated that his residence is the second house from the corner; which is the back of where the church will be. The concern about traffic was restated. Mr. Renaud informed that they have power outages, due to hurricanes, for weeks. A wall would be needed between Fondren Park and the center. Noise would be a problem. The concern about lighting was restated.

Kevin Peever, 11839 S. Perry Ave., stated that his home is the third house over from S. Kathy and S. Perry. The detention pond would be placed behind his house; which would bring mosquitos and snakes. Mr. Keever informed that he had someone build an 8 ft. wooden fence around his property and two five foot sections that open called a wagon gate for the parking of an eighteen wheeler trailer. His gate would be useless. The concern about lighting and traffic was restated. Mr. Keever questioned what will keep the church from becoming a mega church due to the anticipated growth of a thousand members. The property is zoned as a two-family dwelling. Mr. Keever stated that his property value will drop.

Anthony and Janice Green, 11835 S. Perry Ave. Mrs. Green stated that they had the same concerns as their neighbors. The detention pond would be behind their backyard. The concern about flooding, lights, noise, snakes, mosquitos and traffic were restated. Mrs. Green informed that they have lived in Fondren Park for twenty-six years. A business strip, a mega church is not wanted in their backyard.

Vice Chair Haney informed the public to not restate concerns that had already been mentioned.

Dr. Allan Soffar, 11734 N. Nottingham Cir., stated that he has lived in Fondren Park for forty-one years and eight months. Entertainment centers, retail, theaters, and grocery stores are not within five miles. Dr. Soffar informed that if the property was rezoned for a church, all the other possibilities would be killed. Highway 90A has nothing but warehouses.

Angela Dowdy, 11847 S. Evelyn Cir., stated that her home is the fourth house from Samuel Renaud. The church is not wanted behind them. It is hard to get someone to mow the area. Ms. Dowdy's mother has had to try to contact the owner to mow the area. The concern about power outages and traffic was restated. Ms. Dowdy stated her concern about riffraff and crime.

Tanya Terry, 11827 S. Ridgewood Cir., stated that she was concerned about trash, the placement of the proposed dumpster and odor. If the odors were unprotected, they will go into the backyards of the homes where the dumpsters would be backed to. Future use of the property was another concern. Churches evolve and have other ministries. The concern about traffic was restated. Services of the church may be extended. Sundays and Wednesdays may not be the only days of operation.

Mr. Ohalete stated that a photometric lighting system would be provided. The lighting system would not be focused towards the neighborhood; however, focused towards the street with low intensity. Mr. Ohalete informed that the detention pond would be dry and would not hold water for 24/7. It would hold water when there is a high intensity of rainfall. After rainfall, the water would dissipate within 24/48 hours. Mr. Ohalete informed that the wall backing the subdivision would be insulated to mitigate noise. The fence would be built according to city requirements. Mr. Ohalete informed that they would not have a problem building a 6 ft., 7 ft., or 8 ft. masonry wall. Before they start digging and building, the plan would be submitted to the City for review; which the neighborhood would have the opportunity to look at and make comments. Mr. Ohalete informed that they would make changes to appease the concerns of Fondren Park.

**Motion:** To close the public hearing

**Made By:** Commissioner Norcom III  
**Second:** Commissioner Haney

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Rasmus, Commissioner Norcom III,  
Commissioner Lucas

**NAYES:** None  
**ABSTENTIONS:** None

The motion passed

- (2) Consideration of the approval of a final report to City Council on item 7A(1) above.

**Motion:** The Planning and Zoning Commission forwards a positive recommendation to Council

**Made By:** Commissioner Haney  
**Second:** None

The motion failed

**Motion:** The Planning and Zoning Commission forwards a negative recommendation to Council

**Made By:** Commissioner Lucas  
**Second:** None

The motion failed

**Motion:** The Planning and Zoning Commission forwards a positive recommendation to Council to include staff's recommendations; to include the 2,000 sq. ft. deviation; to implement all underlined ordinances; to place the trash reciprocal to a more appropriate location not near the residences; to landscape the detention area, and to make buffering mitigations for noises and other concerns as expressed, with solid screening.

**Made By:** Commissioner Haney  
**Second:** Commissioner O'Malley

**AYES:** Commissioner Haney, Commissioner O'Malley,  
Commissioner Bailey, Commissioner Norcom III

**NAYES:** Commissioner Brown-Marshall, Commissioner Lucas,  
Commissioner Rasmus

**ABSTENTIONS:** None

The motion passed

**B. PUBLIC HEARING FOR A PLANNED DEVELOPMENT DISTRICT AMENDMENT**

- (1) To receive comments for or against a request by Morgan Myers on behalf of the Tang City Community Village LLC, to amend the regulations and restrictions of PD, Planned Development District No. 34 pertaining to ordinance O-00-34 to allow for the development of office and warehouse and retail uses, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

Planning Manager, Jennifer Gomez presented this item. Ms. Gomez informed that the site location is the original Tang City that was developed in the early to mid-1980s. The property owner purchased the property with the intent to locate a community center on the site, in the early 2000s. The current PD, Planned Development District #34, was created at that time for the purpose of using the previous building foundations that built for Tang City but the community center was never built. Now, nineteen years later, the same property owner is preparing the site to locate office/warehouse and commercial/retail uses. The purpose of amending the regulations within the PD was due to the narrow allowance in terms of the permitted uses for the community center and the associated uses; the reuse of the old Tang City foundations, and paved areas.

Ms. Gomez informed that the staff report included a cleanup to PD #34 to bring it up to date with development codes; expand the uses to allow office/warehouse, retail/commercial uses; the community center use could be removed from the PD; adopt the current architectural standards; carry over the landscaping deviations. A traffic impact worksheet has been requested prior to the first City Council reading. Ms. Gomez informed that staff recommends a positive recommendation of the amendment to the PD.

Vice Chair Haney informed that the foundations probably were not engineered as they would be today.

**Motion:** To close the public hearing

**Made By:** Commissioner O'Malley  
**Second:** Commissioner Norcom III

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Rasmus, Commissioner Norcom III, Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed



**PLANNING AND ZONING COMMISSION  
FINAL REPORT**

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**AGENDA DATE:** September 3, 2019

**AGENDA ITEM SUBJECT:** Miracle City Church-SUP

**AGENDA ITEM NUMBER:** 7.a.1

**PROJECT PLANNER:** **Thomas K. White Jr.**, Planner II

**APPROVAL:** **Otis T. Spriggs, AICP**, Director, Development Services

**Sonya Brown-Marshall**, Planning and Zoning Commission Chair

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Sonya Brown Marshall, Chair

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**PERMIT NUMBER:** SUP1900007

**PROPERTY ID:** 044-007-000-0006

**LOCATION:** The subject site is located north of East Hampton Circle, south of Fondren Park residential subdivision, east of Kathy Avenue, and west of Fondren Road.

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**RECOMMENDED ACTION:**

The proposed amendment complies with the provisions of the 2017 Comprehensive Plan and the policies contained in the Land Use Plan.

Staff recommended the approval of a SUP, Specific Use Permit to allow for the location of a place of assembly and to provide certain site development standards as discussed in the report below.

The Planning and Zoning Commission adopts this as its Final Report and forwards a **positive recommendation** to Council for consideration as recommended by staff with conditions with vote of 4 to 3.

**SUMMARY:**

Jeremiah Asomugha on behalf of the property owner, The House of God World Outreach, is seeking a SUP, Specific Use Permit to allow for the location of a church site at the northeast intersection of East Hampton Circle and Kathy Avenue, west of Fondren Road. The church purchased the property at the beginning of this year and is proposing to construct a worship edifice (20,000 sq. ft.) and a multi-purpose media building (16,000 sq. ft.), with recreational areas.

The development is proposed to be constructed in two Phases as provided below:

Phase 1: Media/Multi-purpose building with an occupancy of 500 people to be completed/constructed 18 months.

Phase 2: Worship center with an occupancy of 1000 people, which is set to start 5 years after Phase 1 is completed.

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**GENERAL SITE INFORMATION:**

**A. Legal Description:**

The subject site can be described as being a 14.984 acre tract of land, situated in the James B. Murphy Survey, A-581, Harris County, Texas, being out of that certain called 15.055 acre tract as described in deed recorded under Clerk's File No. 4269652 of the Official Public Records of Harris County, Texas.

**B. Size:** 14.984 acres

**C. Existing Land Use and Zoning Designation:** Unimproved;  
LC-1 Local retail restricted district/R-3 Two-family residential district

**D. Surrounding Land Uses and Zoning Designations:**

North: Fondren Park residential subdivision; R-2, single-family residential district

South: Unimproved; I, industrial District

East: City of Houston

West: Unimproved; CF, community facilities

**E. Zoning History:**

07-09-1974: Subject site annexed by the City of Missouri City  
(Ordinance 170)

01-19-1981: Subject site zoned LC-1 local retail restricted in part and R-3 two-family district in part (Ordinance O-81-01).

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## ANALYSIS OF SUBJECT SITE:

### A. Development Potential

The applicant is seeking approval of a Specific Use Permit on 14.984 acres to allow for the location of a place of assembly.

The applicant has provided a conceptual site plan including the provision of landscaping for the proposed church campus which includes the development of a 16,000 square feet media building and a 20,000 square feet worship center.

The church use would be considered a place of assembly. Section 15.2 of the City's zoning ordinance requires the approval of a Specific Use Permit to allow for the location of places of assembly.

**Conformance with the Comprehensive Plan:** The proposed amendment is in conformance with the following portions of the 2017 Comprehensive Plan:

- Goal 2. More varied development to move beyond a "bedroom community" perception of Missouri City.

**Conformance with the Land Use Plan:** The Future Land Use Map identifies a portion of the subject tract as Commercial, providing for Auto-Oriented Character.

Auto-Oriented Character is described as follows:

This designation typically covers most areas identified for commercial uses where accommodation of automobile access, circulation, and parking drives the placement of buildings and overall site design.

The most western portion of the subject tract is identified as single family residential, which may be developed as stormwater detention and the multi-purpose building to be utilized also as assembly use. This would reflect a minor inconsistency with the Land Use Plan, due to the non-residential aspect of places of assembly. However, places of assembly are permitted in residential areas, only by means of a SUP approval.

**Staff recommended:** Approve the SUP to allow for a place of assembly and to apply the development standards included below. The proposed place of assembly should be developed in accordance with the regulations and requirements for the LC-1, local retail restricted district. These standards include height and area regulations, building regulations, architectural standards, trash disposal regulations, outside placement, storage, sales and services regulations,

landscaping regulations, parking regulations, sign regulations, and fence regulations.

**Planning and Zoning Commission recommends:** Approve as staff recommended to implement all underlined ordinances; to place the trash reciprocal to a more appropriate location not near the residences; to landscape the detention area, and to make buffering mitigations for noises and other concerns as expressed, with solid screening with vote of 4 to 3.

- B. Height and area regulations.** The subject site should comply with the height and area regulations of Section 7.10. LC-1, Local retail restricted district of the City of Missouri City Zoning Ordinance.

The applicant has provided a conceptual site plan however has not submitted conceptual building elevations.

Development within the LC-1, local retail restricted district would limited to a maximum height of 2 stories or 35 feet. Buildings would not be permitted to be closer than 30 feet to the front property line, 15 feet to a rear property line or 30 feet from a side property line, if siding a street, otherwise a side yard of not less than 15 feet is required.

- C. Building regulations.** Except as set forth herein, the subject site should comply with the building regulations of Section 7.10. LC-1, local retail restricted district of the City of Missouri City Zoning Ordinance.

The applicant has provided a conceptual site plan which includes the development of a 16,000 square feet media building and a 20,000 square feet worship center.

Section 7.10.D.3 restricts the floor area square footage per tenant or occupant to a maximum of 2,000 square feet.

**Staff recommendation:** Approve the square feet as shown on the conceptual site plan as the maximum permitted for a place of assembly.

**Planning and Zoning Commission recommends:** Approve as staff recommended.

- D. Architectural standards.** All buildings and structures constructed should comply with the building codes of the City of Missouri City. Buildings and structures are required to meet the regulations of Section 7A, Architectural standards of the City of Missouri City Zoning Ordinance.

The applicant has not requested any deviations from the architectural standards and conceptual building elevations have not been submitted. Therefore the applicant would have to satisfy the requirements of Section 7A, architectural standards.

If this SUP is approved, an architectural design review will be required, as applicable, prior to or along with the submission of construction plans for permit review.

**E. Landscaping regulations.** The subject tract should comply with Section 11, Landscaping regulations of the City of Missouri City Zoning Ordinance.

The applicant has provided a conceptual site plan including the provision of landscaping. A landscaping review is not being conducted at this time. The applicant has not indicated any intent to deviate from the City's landscaping regulations.

The applicant should be aware of landscaping regulations including transitional buffer yards as summarized below, off street parking and interior site landscaping requirements.

Transitional buffer yards, a minimum of 20 feet in width are required to be located where a nonresidential use adjoins a residential use in a residential district (Type A screening) and where a nonresidential use is adjacent to a collector or a major thoroughfare (Type B screening)

Type A screening is screening composed of one of the following:

1. *Masonry wall fencing a minimum eight feet in height and one canopy tree per 30 linear feet of buffer yard unless physical constraints exist that would prohibit such placement...*
2. *Opaque or near opaque live vegetative screening year-round from the ground to a height of at least eight feet at installation with intermittent screening providing a minimum of 25 percent screening during the growing season to a height of at least 20 feet at maturity. A wood fence, a minimum of eight feet in height, shall also be located along property lines unless physical constraints exist that would prohibit such placement...or*
3. *Opaque or near opaque live vegetative screening year-round within wire trellising fencing a minimum eight feet in height at installation, provided that such fencing may only be located adjacent to a nonresidential use or a nonresidential district. Such fencing shall consist of a three-dimensional welded wire trellising system designed to allow growing space for plants or landscaping to mature into a dense screening mechanism. Such fencing shall be located along property lines unless physical constraints exist that would prohibit such placement.*

Type B screening is screening composed of a minimum of two of the following:

1. *One canopy tree per 30 linear feet of buffer yard.*
2. *One understory tree per 20 linear feet of buffer yard.*
3. *One shrub spaced a minimum of every 30 inches or less on center along the length of the buffer yard, or a combination of berming and shrubs which includes the minimum planting of one shrub per five linear feet of buffer yard.*

**F. Parking requirements.** The subject tract should comply with Section 12, Parking regulations of the City of Missouri City Zoning Ordinance.

The conceptual site plan provides for approximately 291 parking spaces.

Section 12.2 requires 0.2 spaces per seat in the main assembly area or 0.2 per person multiplied by the maximum occupancy.

The applicant should ensure that a sufficient number of spaces are provided based upon the above.

- G. Sign regulations.** The subject tract should comply with Section 13, Sign regulations of the City of Missouri City Zoning Ordinance.

The conceptual site plan indicates the location of a monument sign at the corner of East Hampton Circle and Fondren Road. No additional details for this proposed signage has been provided.

The applicant should note that all signage is subject to the requirements Section 13 of the City's Zoning ordinance. Monument signs are permitted to be located conditioned upon the speed of the adjacent roadway.

- H. Ingress and egress.** All driveways, including locations, should comply with the City's Public Infrastructure Design Manual.

The applicant had submitted a Traffic Impact Analysis (TIA) worksheet for Engineering review.

The applicant should note that the City's Engineering Division requests that a TIA is submitted prior to a final plat application. The TIA should take into account three proposed developments within this area or a regional study combining all three sites should be submitted.

A no objection letter from the City of Houston will also be required indicating agreement to any roadway improvements located within the City of Houston.

- I. Utilities.** All utilities should comply with the City's Public Infrastructure Design Manual. The subject property is located in the Southwest Harris County Municipal Utility District #1.

- J. Drainage.** Stormwater design should comply with the City's Public Infrastructure Design Manual.

The applicant should note that a Drainage Impact study will be required to be submitted prior to the submission of a final plat application. As a result of this study, detention may be required.

- K. Sidewalks.** Sidewalks shall be constructed along the public rights of ways in compliance with the City's Subdivision Ordinance and Public Infrastructure Design Manual.

- L. Platting.** The site is required to be platted in compliance with the City's Subdivision Ordinance.

**M. Development Schedule.** The applicant has submitted a development schedule as follows:

Phase 1 is proposed as a Media/Multi-purpose building with an occupancy of 500 people to be completed/constructed 18 months.

Phase 2 is proposed as a worship center with an occupancy of 1000 people, which is set to start 5 years after Phase 1 is completed.

-----**END OF REPORT**-----



**DEVELOPMENT SERVICES DEPARTMENT**  
**Planning & Development Division**  
 1522 Texas Parkway  
 Missouri City, Texas 77489  
 281-403-8600 (Office) ■ 281-208-5551 (Fax)  
 www.missouricitytx.gov

**APPLICATION FOR:**

- Check One:  
 SPECIFIC USE PERMIT  
 SPECIFIC USE PERMIT AMENDMENT  
 PLANNED DEVELOPMENT DISTRICT  
 PLANNED DEVELOPMENT DISTRICT AMENDMENT

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)  
 FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

1. Project Name:	MIRACLE CITY CHURCH
2. Address/Location of Property:	OFONDREN HOUSTON, TX 77077
3. Applicant's Name:	JEREMIAH ASOMUGHHA
Mailing Address:	20811 TRENTON VALLEY LN KATY TX 77449
Phone No.:	(832) 258-2608 / 832-618-6179
Email:	Karen@jaministry.org / Jerryaso@msn.com
4. Status of Applicant:	<input checked="" type="radio"/> Owner <input type="radio"/> Agent <input type="radio"/> Attorney <input type="radio"/> Trustee <input type="radio"/> Corporation <input type="radio"/> Relative (If other than Owner, submit written authorization from Owner with application.)
5. Property Owner:	The House of God world outreach
Mailing Address:	20811 TRENTON VALLEY LN KATY TX 77449
Phone No.:	(832) 258-2608 / 832-618-6179
Email:	Karen@jaministry.org / Jerryaso@msn.com
6. Existing Zoning District:	INDUSTRIAL
7. Total Acreage:	14.984
8. Proposed Development and Reasons for Application:	SUP - to enable owner to develop this site as a worship center.
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.):	TRACT 5D ABSTRACT NO 581 JB MURPHY
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts):	0440070000006
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One):	YES <input checked="" type="radio"/> NO
(If yes, submit with application.)	
12. Does this application include an Architectural Design Review: (Circle One):	YES <input checked="" type="radio"/> NO
(If yes, see page 8, Exhibit C for materials required to be submitted.)	
<b>FILING FEE: \$1,200.00</b>	

**Hand deliver completed application form with the filing fee and required information to:**

**Development Services Department  
 1522 Texas Parkway (FM 2234)  
 Missouri City, TX 77489**

*By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.*

JEREMIAH ASOMUGHHA  
 Print Name of Applicant

JEREMIAH ASOMUGHHA (The House of God world outreach)  
 Print Name of Property Owner

Signature of Applicant

Signature of Property Owner, Agent or Attorney

4-17-19

City of Missouri City  
Development Services Department  
Planning & Development Division  
1522 Texas Parkway  
Missouri City, Tex 77489

Sir / Madam

Re: Statement of Property Ownership.

This is to affirm that The House of God World Outreach is the sole owner of the property hereby described as stated in deed of ownership as "0 Fendren Road" with tax ID no. 0440070000006 in the County records.

Should you have questions, please contact Pastor Karen Siriwa at 832-258-2608.

Sincerely



Pastor Karen Siriwa



FONDREN PARK

FONDREN PARK

City of Houston

Subject site

Missouri City Fire Station #2

City of Houston

**Legend**

-  Subject site
-  City Limits Line.lyr
-  ETJ Line.lyr

1 inch = 500 feet







**DEVELOPMENT SERVICES - PLANNING DIVISION**

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1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

**NOTICE OF **RESCHEDULED** PUBLIC HEARING  
TO ADJOINING PROPERTY OWNERS  
WITHIN 200 FEET OF PROPERTY SUBJECT TO REZONING**

**DATE OF NOTICE: June 28, 2019**

**LOCATION/DATE:** The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, July 10, 2019, at the City Council Chambers – 2<sup>nd</sup> Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

**PURPOSE:** To receive comments for or against a request by Jeremiah Asomugha seeking a SUP, Specific Use Permit for an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

**SITE LOCATION:** The subject site is located north of East Hampton Circle, south of Fondren Park subdivision, east of Kathy Avenue, and west of Fondren Road.

**SITE LEGAL DESCRIPTION:** The subject site can be described as being a 14.984 acre tract of land, situated in the James B. Murphy Survey, A-581, Harris County, Texas, being out of that certain called 15.055 acre tract as described in deed recorded under Clerk's File No. 4269652 of the Official Public Records of Harris County, Texas.

**FOR MORE INFORMATION:** Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at [planning@missouricitytx.gov](mailto:planning@missouricitytx.gov) for further information.

Rubio, Wilbertina  
11835 S. Evelyn Cir.  
Houston, TX 77071

VILLANUEVA FRANCISCO J  
11838 S MARCIA CIR  
HOUSTON TX 77071

GREEN, ANTHONY L & JANICE  
11835 S PERRY AVE  
HOUSTON, TX 77071

EVEREST, EUGENE E  
PO BOX 311419  
HOUSTON TX 77231-3419

RENAUD, SAMUEL  
11839 S EVELYN CIR  
HOUSTON, TX 77071

CURRENT OWNER  
11839 S RIDGEWOOD CIR  
HOUSTON, TX 77071

LOPEZ, MARIA L  
11827 S EVELYN CIR  
HOUSTON, TX 77071

JONES, CHEYRE ANN  
11830 S MARCIA CIR  
HOUSTON, TX 77071

DELGADO, JOSE H  
210 KINGS WAY  
STAFFORD TX 77477-6100

HOLCOMB, CHARLES  
6122 KULDELL DR  
HOUSTON TX 77074-7540

CORONADO, HUMBERTO  
11831 S EVELYN CIR  
HOUSTON, TX 77071

SERPAS, FRANCISCO R & MIRNA D  
11826 S MARCIA CIR  
HOUSTON, TX 77071

JURICA, ELECTA  
11826 S PERRY AVE  
HOUSTON, TX 77071

RED DOOR HOUSING LLC  
110 AVENUE B STE 100  
STAFFORD TX 77477-5501

GUEVARA, EVANGELISTA; TOME EDA  
11855 S EVELYN CIR  
HOUSTON, TX 77071

COONEY, DENNIS M  
11835 S RIDGEWOOD CIR  
HOUSTON, TX 77071

GALAMMA INC  
9231 KAPRI LN  
HOUSTON TX 77025-4203

TRUSCLAIR, EDWARD JR  
11847 S PERRY AVE  
HOUSTON, TX 77071

ERAZO, EFREN  
11823 S PERRY AVE  
HOUSTON, TX 77071

NGHIA, THI VO, ESTATE OF  
11843 S EVELYN CIR  
HOUSTON, TX 77071

OLA, CRISTINA ; BARRERA LUIS I  
11823 S MARCIA CIR  
HOUSTON, TX 77071

RUIZ, ADALBERTO & FLORA S  
11834 S KATHY AVE  
HOUSTON, TX 77071

MIRANDA, FRANCISCO & LOURDE  
11822 S KATHY AVE  
HOUSTON, TX 77071

GREEN, MARY THOMAS  
11823 S EVELYN CIR  
HOUSTON, TX 77071

JOSEPH, VERON G  
11835 S MICHAEL CIR  
HOUSTON, TX 77071

CARDENAS, MARTHA  
11851 S EVELYN CIR  
HOUSTON, TX 77071

HOUSTON ISD  
4400 W 18TH ST  
HOUSTON, TX 77092-8501

BYERS, JOHN A  
11823 S KATHY AVE  
HOUSTON, TX 77071

GREEN, ALYSSA R  
4302 BRIGHTON WAY NW  
KENNESAW GA 30144-5768

BOY, BRYAN MICHAEL  
11831 S RIDGEWOOD CIR  
HOUSTON, TX 77071

WRIGHT MARY JO  
11843 S RIDGEWOOD CIR  
HOUSTON, TX 77071

QUIROZ, ZENAIDA L  
11843 S PERRY AVE  
HOUSTON, TX 77071

MODIQUE, BEVERLY Y  
11834 S MARCIA CIR  
HOUSTON, TX 77071

GERARDY, RICHARD  
9211 WEST RD STE 143-212  
HOUSTON TX 77064-8633

TERRY, JOHN & TANYA  
11827 S RIDGEWOOD CIR  
HOUSTON, TX 77071

VILLATORO, MARIA E  
11822 S EVELYN CIR  
HOUSTON, TX 77071

MEJIA, NOE A & SANDRA M  
7931 QUAIL MEADOW DR  
HOUSTON TX 77071-2042

AVELAR, NYETHE A  
11859 S EVELYN CIR  
HOUSTON, TX 77071

JONES, ANDREW D & JEAN  
11827 S PERRY AVE  
HOUSTON, TX 77071

KAREN SANDERS & KEVIN PEVER  
11839 S PERRY AVE  
HOUSTON, TX 77071

DIMA-ALA, GLORIA D  
11831 S PERRY AVE  
HOUSTON, TX 77071

ACEVEDO, DONACIANO G & DIONICIA E  
11826 S KATHY AVE  
HOUSTON, TX 77071

DOWDY, LLEWELLYN O & SIBBALD  
11847 S EVELYN CIR  
HOUSTON, TX 77071

TELLEZ ANGEL R & LAURA  
8930 EMERALD HEIGHTS LN.  
HOUSTON TX 77083-7701

UMANZOR, CARLOS A  
11827 S MICHAEL CIR  
HOUSTON, TX 77071

HERON HOUSTON PARTNERS LP  
1130 ENCLAVE PKWY  
HOUSTON TX 77077-1606

HAMID ABDULLAH AL ATTAS TRSTE  
12014 LEGEND MANOR DR  
HOUSTON TX 77082-3092

The House of God Outreach  
20188 Trenton Valley Ln  
Katy, Texas 774491

IMANI SCHOOL  
c/o PATRICIA HOGAN WILLIAMS  
12401 S POST OAK RD  
HOUSTON TX 77045-2020

BAKER ATHERIA BURT  
11863 S EVELYN CIR  
Houston, TX 77071

MONTGOMERY ROBERT D  
5442 HUMMINGBIRD ST  
HOUSTON TX 77096-6109

GOMEZ ELENA M  
11819 S KATHY AVE  
Houston, TX 77071

MENELEY MICHAEL A & MARJORIE  
6111 GRANDE GABLES DR  
RICHMOND TX 77469-9857

BAINES K  
11823 S MICHAEL CIR  
Houston, TX 77071

Fondren Park Homeowners Association

**By email:**  
Lisa Christison

SANDERS KAREN  
PEVER KEVIN  
Sheryl Orloff

**City of Missouri City, Texas**  
**Development Services Department – Planning Division**  
**Rezoning Application Protest Letters Analysis**

**Application:** 7a2 - Miracle City Church - SUP, Specific Use Permit  
**City Council First Reading:** March 2, 2020

**Protest Letters Received**

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
Cardenas Jasso J (Jose Luis Cardenas)	11851 S Evelyn Cir	13,111.96
Quiroz Zenaida L	11843 Perry Ave	7,006.43
Modique Beverly Y	11834 S Marcia Cir	9,695.63
Dima-Ala Gloria D	11831 Perry Ave	13,645.66
Renaud Samuel	11839 S Evelyn Cir	6,172.81
Dowdy Sibbald	11847 S Evelyn Cir	6,431.51
Miranda Francisco	11822 S Kathy Ave	46.00
Jones Andrew D (Barbara Jones)	11827 S Perry Ave	5,803.49
Current Owner (Wayne Johnson, Lisa Christison)	11839 S Ridgewood Cir	8,297.58
Terry Tanya	11827 S Ridgewood Cir	1,493.78
Wright Mary Jo	11843 S Ridgewood Cir	6,582.16
Jones Cheyre Ann	11830 S Marcia Cir	14,493.71
Serpas Francisco R	11823 S Marcia Cir	5,261.86
Green Janice	11835 S Perry Ave	9,338.08
Ruiz Flora S	11834 S Kathy Ave	6,464.49
Cooney Dennis M	11835 S Ridgewood Cir	14,243.75
<b>Total Area Represented by Protest(s):</b>		<b>128,088.90</b>
Total Land Area <b>including</b> Subject Site:		1,516,254.94
Subject Site <b>Only</b> Land Area:		652,703.04
Total Land Area <b>Only Within 200 Feet</b> of Subject Site:		863,551.90
<b>Protest(s) Percentage of Land Area Within 200 Feet:</b>		<b>15%</b>

Ownership not clear

Ownership not clear

**Note:** A total of 1 letter of support, 4 letters of protest, and 1 petition signed by representatives for 177 residential lots has been received for the application request as of October 21, 2019.

Letter of protest  
and  
Petition



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

May 31, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, June 12, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Jeremiah Asomugha seeking a SUP, Specific Use Permit for an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

\*\*\*\*\*

Dear City Representatives:

[check] I/We protest this proposed rezoning because

I/We support this proposed rezoning because

Sincerely,

[Handwritten Signature]
Signature
11834 So. Macaricie

[Handwritten Name]
Print Name
Fondren Park

Street Address
(7) 367-3577
Phone Number

Subdivision
Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 403-8962

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Print Name

City of Missouri City, TX
Received

Signature

JUN 12 2019

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

May 31, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

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\*\*\*\*\*

Dear City Representatives:

I/We protest this proposed rezoning because It will cause nuisance to the neighborhood. Increase traffic on our street in our street we have childer small one will endanger them if they outside the street. may also increase flooding and flood.
I/We support this proposed rezoning because

Sincerely,

Signature

Gloria D Dimack

Signature

Print Name

11831 S. Pennington

Hurst TX 77071

Fondren Park

Street Address

Subdivision

713 7296415

Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 403-8962

Phone Number

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Gloria D Dimack

Signature

Print Name

Signature

City of Missouri City, TX

Received

JUN 12 2019

Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

May 31, 2019

CITY OF MISSOURI CITY, TEXAS
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This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

\*\*\*\*\*

Dear City Representatives:

I/We protest this proposed rezoning because TRAFFIC, POWER OUTAGE, WATER DRAINING, BUILD WALL BETWEEN FONDRAN PARK AND WORSHIP CENTER, NOISE.

I/We support this proposed rezoning because

Sincerely, Samuel Renaud SAMUEL RENAUD
Signature Print Name

11839 SO. EVERETT CIR
Street Address Subdivision
713-721-1588 Phone Number Return to: Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 403-8962

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SAMUEL RENAUD Samuel Renaud
Print Name Signature

City of Missouri City, TX
Received
JUN 12 2019
Planning Division



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 28, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, July 10, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Jeremiah Asomugha seeking a SUP, Specific Use Permit for an approximate 14.984 acre tract of land zoned as LC-1 local retail restricted district and R-3 two-family residential district to allow for the development of a worship center and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

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\*\*\*\*\*

Dear City Representatives:

X I/We protest this proposed rezoning because this church will create a lot of traffic, noise, trash, there will be no privacy, and disrespect to our community. (over)

I/We support this proposed rezoning because

Sincerely,

Signature: Sibbald Dowdy, Print Name: Sibbald Dowdy

City of Missouri City, TX

Received

JUL 10 2019

Street Address: 11847 So. Evelyn Cir, Subdivision: Fonder Park

Phone Number: 713-723-0220, Return to: Development Services Department, 1522 Texas Parkway, Missouri City, TX 77489, FAX (281) 403-8962

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Print Name

Signature

It will cause problems for the infrastructure,  
and the property values will decrease.  
There is insufficient road infrastructure,

## **PETICION DE PARQUE FONDREN**

NOSOTROS LOS PROPIETARIOS DE LA SUBDIVISIÓN DE FONDREN PARK SOLICITAMOS RESPETAMENTE QUE EL CONSEJO DE LA CIUDAD DE MISSOURI VOTE CONTRA LA REZONACIÓN DE LA PROPIEDAD LIMITADA POR LA CARRETERA DE FONDREN, EL ESTE DE HAMPTON Y EL SUR DE KATHY. AÑADIRÁ:

- AUMENTO DEL TRÁFICO Y PROBLEMAS RELACIONADOS,
- AUMENTO DE LA PROBABILIDAD DE INUNDACIÓN EN LA SUBDIVISIÓN, Y
- CREACIÓN DE LUZ, RUIDO, Y PODER PARA LAS HOGARES ALREDEDORES DE LA PROPIEDAD PROPUESTA.











# FONDREN PARK PETITION

WE THE UNDERSIGNED HOMEOWNERS OF FONDREN PARK SUBDIVISION RESPECTFULLY REQUEST THAT MISSOURI CITY COUNCIL VOTE AGAINST THE REZONING OF THE PROPERTY BOUNDED BY FONDREN ROAD, EAST HAMPTON AND SOUTH KATHY CIRCLE. IT WILL ADD:

- INCREASED TRAFFIC AND RELATED PROBLEMS,
- INCREASED FLOODING PROBABILITY TO THE SUBDIVISION, AND
- CREATION OF LIGHT, NOISE, AND FOUL ~~ORDER~~ *ORDER* TO THE SURROUNDING HOMES OF THE PROPOSED PROPERTY.



Property not within 200 feet



Signature not property owner

Ownership unclear

HOMEOWNER SIGNATURE	HOMEOWNER PRINTED NAME	HOMEOWNER ADDRESS
<i>[Signature]</i>	SLUIS SILVA	15438 W Ritter Cir
<i>[Signature]</i>	Ken Krueger	15434 W. Ritter Cir
<i>[Signature]</i>	JEANETTE WARE	15422 W. RITTER CIR
<i>[Signature]</i>	JESUS G. V	15418 W RITTER
<i>[Signature]</i>	Javier Aleman	15414 W. Ritter Cir
<i>[Signature]</i>	Shawn Stone	15406 W Ritter Cir
<i>[Signature]</i>	Paulette Annesley	15419 W. Ritter Cir
<i>[Signature]</i>	Francisca Martinez	15431 W. Ritter Cr
<i>[Signature]</i>	Antoinette Moddy	15410 W Fondren Cir
<i>[Signature]</i>	Juan Hernandez	15406 W. Fondren Cir
<i>[Signature]</i>	MILICENT LIBURD	15407 West Fondren Cir Houston TX 77071
<i>[Signature]</i>	Linda Joseph	15427 W. Fondren Cir Houston, TX 77091
<i>[Signature]</i>	Bawi Thang	15431 W Fondren Cir Houston TX 77071
<i>[Signature]</i>	CAROL L. HOLLINSHEAD	15439 W, FONDREN CIRC.
<i>[Signature]</i>	RODOLFO RILLO	15446 W. Ritter Cir.
<i>[Signature]</i>	Roger Morris	15426 W. Ritter Cir
<i>[Signature]</i>	DARRYL GREEN	15403 W. Fondren Cir.











# FONDREN PARK PETITION

WE THE UNDERSIGNED HOMEOWNERS OF FONDREN PARK SUBDIVISION RESPECTFULLY REQUEST THAT MISSOURI CITY COUNCIL VOTE AGAINST THE REZONING OF THE PROPERTY BOUNDED BY FONDREN ROAD, EAST HAMPTON AND SOUTH KATHY CIRCLE. IT WILL ADD:

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- CREATION OF LIGHT, NOISE, AND FOUL ORDER TO THE SURROUNDING HOMES OF THE PROPOSED PROPERTY.

*ODOR*

Signature is not property owner

● Property not within 200 feet

Ownership unclear

17

HOMEOWNER SIGNATURE	HOMEOWNER PRINTED NAME	HOMEOWNER ADDRESS
<i>Wayne Johnson Lisa Christison</i>	Wayne Johnson Lisa Christison	11839 S. Ridgewood Cir.
✓ <i>Dennis Cooney</i>	DENNIS COONEY	11835 S Ridgewood Cir
✓ <i>Tania R. Terry</i>	TANIA R. TERRY	11827 S RIDGEWOOD CIR
● <i>Melody Montgomery</i>	<small>WITH PERMITS 11823</small> MELODY MONTGOMERY	11823 S. RIDGEWOOD CIR
✓ <i>Mary Jo Wright</i>	Mary Jo Wright	11843 S. Ridgewood Cir.
● <i>Sally Thompson</i>	Sally Thompson	11706 N. Marcia
● <i>Frank Lucas</i>	FRANK LUCAS	11819 S. RIDGEWOOD CIR.
● <i>Maria Penaloza</i>	Maria Penaloza	11815 S. Ridgewood Cir
✓ <i>Samuel Renard</i>	SAMUEL RENARD	11839 S. Edith Cir
● <i>Lourdes Montemayo</i>	Lourdes Montemayo	11814 S. Marcia Cir
● <i>Isidoro Sandoval</i>	Isidoro Sandoval	11819 S. MARCIA CIR
● <i>Damiana Hernandez</i>	DAMIANA HERNANDEZ	11811 S. Marcia Cir
● <i>Everett M. Horn</i>	EVERETT M. HORN	11738 N. MARCIA CIR
● <i>Avelina Horn</i>	AVELINA HORN	11738 N. Marcia Cir
■ <i>Balvina Urrostegui</i>	BALVINA UROSTEGUI	11831 S. Ridgewood Cr.
✓ <i>Choyro Jovari</i>	CHOYRO JOVARI	11830 S. MARCIA CIR
● <i>Alice Catalena</i>	ALICE CATALENA	11807 S. Ridgewood Cir.







# FONDREN PARK PETITION

WE THE UNDERSIGNED HOMEOWNERS OF FONDREN PARK SUBDIVISION RESPECTFULLY REQUEST THAT MISSOURI CITY COUNCIL VOTE AGAINST THE REZONING OF THE PROPERTY BOUNDED BY FONDREN ROAD, EAST HAMPTON AND SOUTH KATHY CIRCLE. IT WILL ADD:

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Property not within 200 feet



Signature not property owner

Ownership unclear

HOMEOWNER SIGNATURE	HOMEOWNER PRINTED NAME	HOMEOWNER ADDRESS
	Penelope Harlow	11819 S. Marianne Cr.
	Pamela Norman	11803 S. Marianne
	Ivan Beloso	11807 - S Marianne
	Donna Sherman	11822 - S MARIANNE
	Stella Odera	11818 S. Marianne Circle
	TARA Rowan	11806 S. Marianne Cir.
	Syatha Kaly	11811 S. Marianne Cir
	Zenaida Garcia	11826 S Marianne cir
	ERICK SMITH	11838 S. MARIANNE
	ERIC ADLEY	11872 S. Marianne
	D. Ferguson	11850 S. Marianne
	Porter D. Bannan	11854 S. Marianne
	E. PROU	11858 S. Marianne
	Johynn Loew	11839 S. Michael Cir.
	Santa Guezel	11823 S. Marianne Cir
	Beatriz Martinez	11827 S. Marianne Cir
	JESUS MARTINEZ	11831 S. Marianne Cir.
	Jose L. Vasquez	11834 S. Marianne
	BELKYS PRIETO	11810 S. MARIANNE CIR
	Charles Holcomb	15406 Parkview Dr



# FONDREN PARK PETITION

WE THE UNDERSIGNED HOMEOWNERS OF FONDREN PARK SUBDIVISION RESPECTFULLY REQUEST THAT MISSOURI CITY COUNCIL VOTE AGAINST THE REZONING OF THE PROPERTY BOUNDED BY FONDREN ROAD, EAST HAMPTON AND SOUTH KATHY CIRCLE. IT WILL ADD:

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DPOR

  Signature not property owner

● Property not within 200 feet

  Ownership unclear

HOMEOWNER SIGNATURE	HOMEOWNER PRINTED NAME	HOMEOWNER ADDRESS
● <i>Betsy Elenbaas</i>	Betsy Elenbaas	11803 S. Kathy Ave
● <i>Elena M. Arevalo</i>	Elena M. Arevalo	11819 S. Kathy Ave
● <i>Dina Williams</i>	Dina Williams	11810 S. Perry Ave. 17076
● <i>Bonice K. Warren</i>	Bonice K. Warren	11815 S. Perry 17077
✓ <i>Janice Green</i>	Janice Green	11835 S. Perry Ave.
✓ <i>Flora Ruiz</i>	FLORA RUIZ	11834 S. Kathy Ave
✓ <i>Gloria D. Dimmala</i>	Gloria D. Dimmala	11831 S. Perry Ave.
✓ <i>Andrew D. Jones Jr</i>	ANDREW D. JONES JR	11827 S. Perry Ave.
● <i>Frank C. Borella</i>	Frank C. Borella	11739 N. Perry Ave.
● <i>Mehmet Akkaya</i>	METMET AKKAYA	11731 N. PERRY AVE
● <i>Carlos Rodriguez</i>	Carlos Rodriguez	11722 N. Kathy Ave
● <i>Baltazar J. Cruz</i>	Baltazar J. Cruz	11727 N. Kathy. Ave
● <i>Drigitte Tolliver</i>	Drigitte Tolliver	11702 N. Kathy Ave.
● <i>Jerry Garrett</i>	JERRY GARRETT	11735 N. Kathy Ave.
● <i>Jacoba Cunningham</i>	Jacoba Cunningham	11751 N. Kathy Ave
● <i>Sheryl Orloff</i>	SHERYL ORLOFF	11802 S. PERRY AVE





# FONDREN PARK PETITION

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Property not within 200 feet



Signature not property owner

Ownership unclear

18

HOMEOWNER SIGNATURE	HOMEOWNER PRINTED NAME	HOMEOWNER ADDRESS
<i>Penelope Jank</i>	Penelope Jank	11731 N Nottingham Cir.
<i>Melinda Bohlmann</i>	Melinda Bohlmann	11731 N. Nottingham Cir.
<i>Kim Escobedo</i>	Kim Escobedo	11738 N. Nottingham Cir
<i>Don L Tucker</i>	Don L Tucker	11743 N. Nottingham Circle
<i>Margaret Trahan</i>	Margaret Trahan	11723 N. Nottingham Cir
<i>Eileen Bohlmann</i>	EILEEN BOHLMANN	11739 N. NOTTINGHAM CIR
<i>maria Antonia Mios</i>	maria A Mios	11751 N. Nottingham Cir
<i>Maria Miranda</i>	Maria Miranda	11746 N. Nottingham Cir
<i>Cesar Escobedo</i>	Cesar Escobedo	11738 N. Nottingham Cir.
<i>Diane Soffar</i>	Diane Soffar	11734 N. Nottingham Cir
<i>Allan Soffar</i>	ALLAN SOFFAR	11734 N. NOTTINGHAM CIRCLE
<i>Jennifer J. Ramos</i>	Jennifer J. Ramos	11750 N. Nottingham Cir, 71071
<i>Julia Alexander</i>	Julia Alexander	11726 N. Nottingham Cir
<i>Guadalupe Soares</i>	Guadalupe Soares	11719 N. NOTTINGHAM CIR
<i>Karen Pothoff</i>	Karen Pothoff	11747 N. Nottingham
<i>Thelma Salinas</i>	THELMA SALINAS	11715 N. Nottingham cir
<i>Veronica Campos</i>	Veronica Campos	11711 N. NOTTINGHAM CIR
<i>Thi Xuanlan Nguyen</i>	Thi Xuanlan Nguyen	11707 N. Nottingham Cr.



# Letter of support



DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 28, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

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This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

\*\*\*\*\*

Dear City Representatives:

I/We protest this proposed rezoning because

I/We support this proposed rezoning because it will be a benefit to the city. This land has been vacant for over 40 years with dumping & vagrants.

Sincerely,

Patricia Barrett Patricia Barrett original land owner
Signature Print Name
12014 Legend Manor Dr Houston TX 77082 14.984 acres

Street Address

713 2011767

Phone Number

Subdivision

Return to:

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281) 403-8962

City of Missouri City, TX
Received

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JUL 10 2019
Planning Division

Patricia Barrett

Print Name

Pat Barrett

Signature



**Council Agenda Item  
March 2, 2020**

7. **PUBLIC HEARINGS AND RELATED ACTIONS**
    - (b) **Public Hearings and related actions** – *There are no Public Hearings and related actions on this agenda.*
  
  8. **APPOINTMENTS** – *There are no Appointments on this agenda.*
-



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Authorize change order (#1) to the Mustang Bayou Wastewater Plant Rehabilitation and Expansion Contract with Boyer, Inc. to include Early Work Package (EWP)  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

On January 6, 2020, the City Council authorized City Manager to execute a contract for pre-construction phase services towards the Mustang Bayou Wastewater Treatment Plant Project with Boyer, Inc. for \$210,000. This construction management at risk (C-MAR) contract with Boyer, Inc. is now proposed to be amended via change order (#1) to include Early Work Package (EWP) for a guaranteed maximum price (GMP) of \$1,816,974.75, and a total contract price in the amount of \$2,026,974.75

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

### BACKGROUND

The rehabilitation and expansion of the Mustang Bayou Wastewater Treatment Plant (MB WWTP) is critical to accommodate growth in the service area and to rehabilitate the current plant units that have reached their useful life. In October 2019, the City Council authorized a resolution determining that the construction manager-at-risk (CMAR) method of procurement provided the best value for the City for the rehabilitation and expansion of the Mustang Bayou Wastewater Treatment Plant.

The City solicited proposals for the purpose of moving the now city-owned wastewater package plant from the City of Pearland to the Mustang Bayou location, reassembling and bringing the expanded plant to operational capacity. The City's procurement staff publically advertised Request for Proposal # 20-313 on November 13, 2019. Staff and the City's consultant evaluated the submitted proposal and recommended Boyer, Inc. for this project. At the January 6, 2020, meeting, the City Council awarded the pre-construction phase services contract \$210,000 to Boyer, Inc. The pre-construction phase services for this project allowed Boyer, Inc. to work hand-in-hand with Ardurra in finalizing the design and developing a construction work package, which is consistent with the CMAR method of procurement.

The immediate next step is to finalize the design and develop a construction work package with a Guaranteed Maximum Price (GMP). This work package is split into two packages: (1) an Early Work Package (EWP) for preparing the site and moving the purchased package plant. (2) The remainder of work is referred to as the Balance of the Plant (BOP). Currently, staff is seeking authorization from City Council to enter into a contract with Boyer, Inc. for the construction of EWP for a GMP not to exceed \$1,816,974.95. In the coming months, staff anticipates coming before City Council for the award of the second GMP contract (BOP) to Boyer, Inc.

Award of EWP contract is critical to the project schedule on a very time sensitive project. This award would enable the C-MAR contractor to procure sub-contractors necessary to perform the work items under the EWP package, consistent with the C-MAR method of procurement. This includes, moving the plant from the Pearland site based on the agreed upon timeline between the two cities. In addition, this will facilitate site

preparation towards the rehabilitation and expansion of the MB WWTP, which is necessary to meet aggressive growth demands in the service area.

A portion of the plant cost attributed to rehabilitation (only) is expected to be reimbursed by the other plant participants (MUD No. 47 and MUD No. 48) based on current agreements with the City. City staff has involved the MUD staff/consultants in the C-MAR process since the inception. This project team is in the process of appropriating project costs to the participants based on current agreements. Upon which, these cost sharing agreements are expected to be executed between the parties. In addition, the plant expansion costs attributed to added capacity are proposed to be recovered via adopted wastewater impact fees and/or user fees to customers located in the service area.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
2018A CO Fund	515-58700-50-999-	80027	13,845,853.58		

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manger  
**Financial/Budget Review:** Keresa Aaron, Senior Budget Analyst

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

**SUPPORTING MATERIALS**

1. Change Order No. 1 – Early Work Package (EWP)

**STAFF'S RECOMMENDATION**

Staff recommends City Council to authorize the City Manager to amend the current C-MAR contract with Boyer Inc. via a change order (#1) to include Early Work Package (EWP). The Guaranteed Maximum Price (GMP) for EWP is \$1,816,974.75 and the total contract price is \$2,026,974.75.

**Director Approval:** Shashi K. Kumar, P.E.

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson

**EXHIBIT A**  
**RFP and Construction Manager at Risk's Proposal**

**CITY OF MISSOURI CITY**  
**EWP- PKG 1-MUSTANG BAYOU WWTP EXP.**

Item No.	Item Description	Unit Qty	Unit	Unit Price	Price
<b>1. MUSTANG BAYOU</b>					
<b>1.01</b>	<b>Mobilization/ Demobilization</b>				<b>43,750.00</b>
1.01A	Lift Plan Engineering	1	LS	\$ 3,994.00	3,994.00
1.01B	Rigging Rental	1	LS	\$ 11,250.00	11,250.00
1.01C	Crane Mats(10)	3	MO	\$ 1,519.00	4,557.00
1.01D	Truck Mats (20)	3	MO	\$ 2,307.00	6,921.00
1.01E	Freight	20	EA	\$ 851.40	17,028.00
<b>1.02</b>	<b>Site Prep</b>				<b>131,206.00</b>
1.02A	Clearing and Grubbing	1	LS	18,028.00	18,028.00
1.02B	Extend Existing Storm Piping	400	LF	128.00	51,200.00
1.02C	Install New Inlet	1	LS	17,853.00	17,853.00
1.02D	Remove Existing Backslope Drain	1	LS	3,663.00	3,663.00
1.02E	Install New Backslope Drain	1	LS	40,462.00	40,462.00
<b>1.03</b>	<b>Dirt Work Type 1</b>				<b>257,460.00</b>
1.03A	Fill Dirt 10' Thick with 12" Lifts	49,040	CY	5.25	257,460.00
<b>1.04</b>	<b>Dirt Work Type 2</b>				<b>125,050.00</b>
1.04A	Lime Stabilized 8" Lift	5,125	SY	12.20	62,525.00
1.04B	Lime Stabilized 8" Lift	5,125	SY	12.20	62,525.00
<b>1.05</b>	<b>Dirt Work Type 3</b>				<b>149,073.00</b>
1.05A	Crushed Stone 8" Thick	1,887	Tons	79.00	149,073.00
	<b>Package Plant Placement</b>				<b>127,519.00</b>
1.06	Aeration Blowers	6	EA	1,060.00	6,360.00
1.07	Aeration Tanks	16	EA	2,762.00	44,192.00
1.08	Catwalks/ Header System	540	LF	18.75	10,125.00
1.09	Clarifiers	4	EA	13,808.00	55,232.00
1.10	Disk Filters	3	EA	3,870.00	11,610.00
	<b>MUSTANG BAYOU TOTAL</b>				<b>834,058.00</b>

**CITY OF MISSOURI CITY**  
**EWP- PKG 1-MUSTANG BAYOU WWTP EXP.**

Item No.	Item Description	Unit Qty	Unit	Unit Price	Price
<b>2. REFLECTION BAY</b>					
<b>2.01</b>	<b>Mobilization/ Demobilization</b>				<b>43,758.00</b>
2.01A	Lift Plan Engineering	1	LS	3,993.00	3,993.00
2.01B	Rigging Rental	1	LS	11,250.00	11,250.00
2.01C	Crane Mats(10)	3	MO	1,518.00	4,554.00
2.01D	Truck Mats (20)	3	MO	2,305.00	6,915.00
2.01E	Freight	20	EA	852.30	17,046.00
<b>2.02</b>	<b>Headworks Piping Demo</b>				<b>5,635.00</b>
2.02A	Demo	1	LS	5,635.00	5,635.00
<b>2.03</b>	<b>Aeration Blowers Demo</b>				<b>15,043.00</b>
2.03A	Remove Bolts and Anchors	1	LS	3,888.00	3,888.00
2.03B	Remove/Load Blowers	5	LS	2,231.00	11,155.00
<b>2.04</b>	<b>Aeration Basin Blower Piping Demo</b>				<b>24,793.00</b>
2.04A	Prep, Removal and Loading	1	LS	24,793.00	24,793.00
<b>2.05</b>	<b>Aeration Basins Disassembly and Label (16 Tanks)</b>				<b>69,040.00</b>
2.05A	Dewatering of Basin/cleaning	16	EA	1,074.00	17,184.00
2.05B	Remove Interconnecting Basin Pipe	8	EA	732.00	5,856.00
2.05C	Remove Basin/ Load on Truck	16	EA	2,875.00	46,000.00
<b>2.06</b>	<b>Catwalk &amp; Header System Demo</b>				<b>122,138.00</b>
2.06A	Remove Items on Handrails	1	LS	17,094.00	17,094.00
2.06B	Remove Down Pipes	192	EA	237.00	45,504.00
2.06C	Remove Defuser Piping	8	EA	2,852.50	22,820.00
2.06D	Remove Catwalks/ Load on Truck	540	FT	68.00	36,720.00
<b>2.07</b>	<b>Yard Piping Disassembly</b>				<b>17,075.00</b>
2.08A	Remove Yard Piping	1	LS	11,552.00	11,552.00
2.08B	Load on Truck	1	LS	5,523.00	5,523.00
<b>2.08</b>	<b>Clarifier Piping Removal</b>				<b>12,961.00</b>
2.9A	Demo	1	LS	7,551.00	7,551.00
2.9B	Remove Piping/ Load on Truck	1	LS	5,410.00	5,410.00
<b>2.09</b>	<b>Clarifiers Disassembly (4 Tanks)</b>				<b>125,720.00</b>
2.10A	Dewatering of tank/ Cleaning	4	EA	1,027.00	4,108.00
2.10B	Remove of Drive and Motors	4	EA	7,664.00	30,656.00
2.10C	Removing Grout	4	EA	6,282.00	25,128.00
2.10D	Disassembly Tank/ Load on Truck	4	EA	16,457.00	65,828.00
<b>2.10</b>	<b>Scum Tank Piping Demo</b>				<b>12,115.00</b>
2.10A	Remove Piping / Load on Truck	1	LS	12,115.00	12,115.00
<b>2.11</b>	<b>Scum Tank Demo</b>				<b>11,297.00</b>
2.11A	Dewatering / Cleaning	1	LS	5,886.00	5,886.00
2.11B	Remove Scum Tank/ Load on Truck	1	LS	5,411.00	5,411.00
<b>2.12</b>	<b>Scum/RAS Pumps Demo</b>				<b>7,440.00</b>
2.12A	Demo Pumps/ Load on Truck	4	LS	1,860.00	7,440.00

**CITY OF MISSOURI CITY**  
**EWP- PKG 1-MUSTANG BAYOU WWTP EXP.**

Item No.	Item Description	Unit Qty	Unit	Unit Price	Price
<b>2.13</b>	<b>Disk Filter Piping Disassembly</b>				<b>10,821.00</b>
2.13A	Remove Piping/ Load on Truck	3	EA	3,607.00	10,821.00
<b>2.14</b>	<b>Disk Filters Demo</b>				<b>18,483.00</b>
2.14A	Dewatering / Cleaning	3	EA	1,258.00	3,774.00
2.14B	Demo Catwalks/ Stairs/ Load on Truck	1	EA	3,888.00	3,888.00
2.14C	Remove/ Load Basin on Truck	3	EA	3,607.00	10,821.00
<b>2.15</b>	<b>Disk Filter Backwash Pumps Demo</b>				<b>10,818.00</b>
2.15A	Remove Backwash Motors, Piping/ Load on Truck	6	EA	1,803.00	10,818.00
<b>2.16</b>	<b>Electrical</b>				<b>40,415.00</b>
2.16A	Blower Area	1	LS	7,338.00	7,338.00
2.16B	Aeration basins	1	LS	10,951.00	10,951.00
2.16C	Clarifiers	1	LS	7,338.00	7,338.00
2.16D	Scum Tank	1	LS	3,725.00	3,725.00
2.16E	Scum pumps	1	LS	7,338.00	7,338.00
2.16F	Disk Filter	1	LS	3,725.00	3,725.00
<b>2.17</b>	<b>Site Restoration</b>				<b>6,859.00</b>
2.17A	Site Clean up	1	LS	4,654.00	4,654.00
2.17B	Removal of Filter Fence	1	LF	2,205.00	2,205.00
	<b>REFLECTION BAY TOTAL</b>				<b>554,411.00</b>
<b>3. PACKAGE PLANT TRANSPORTATION</b>					
<b>3.01</b>	<b>Freight</b>				<b>99,350.00</b>
3.01A	Trucking	50	EA	1,987.00	99,350.00
	<b>PACKAGE PLANT TRANSPORTATION</b>				<b>99,350.00</b>
	<b>EWP 1 SUBTOTAL OF GMP</b>				<b>1,487,819.00</b>
	<b>CMAR CONTRACTOR FEE 10%</b>	1	LS	148,781.00	<b>148,781.00</b>
	<b>TOTAL WITH CMAR FEE</b>				<b>1,636,600.00</b>
	<b>GENERALCONDITIONS EXHIBIT A PERCENTAGE-25%</b>	1	LS	180,374.75	<b>180,374.75</b>

**EXHIBIT B**  
**GUARANTEED MAXIMUM PRICE PROPOSAL FORM**

We hereby submit to the City of Missouri City, Texas, for the use and benefit of the City of Missouri City, Texas, pursuant to the provisions of Article V of the Construction Management At-Risk Agreement by and between the City of Missouri City, Texas, for the use and benefit of the City of Missouri City, Texas, and Boyer, Inc., dated Feb. 3, 2020 (the "Agreement"), a Guaranteed Maximum Price for the Project (as defined in the Agreement) based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

**COMPONENT 1: EARLY WORK PACKAGE**

- |                              |  |  |
|------------------------------|--|--|
| 1.                           | A lump sum, not-to exceed amount for the reimbursable Cost of the Work provided by the Agreement (exclusive of contingencies) (provide detailed breakdown by project element, phase, stage, schedule of values, General Conditions Costs, excluding insurance, separate subcontract, or as otherwise specified by Owner for this Project): | <b>\$1,636,600.00</b>  |
| 2.                           | Total of Construction Manager at Risk's Construction Phase Fees pursuant to the Agreement:   | \$ <b>\$180,374.75 General Conditions</b><br><b>210,000.00 Pre-Con Services</b>            |
| 3.                           | Job-specific bonding and insurance costs:  | \$ N/A * <b>included as pro-rata share of General Conditions per Exhibit A of the RFP.</b> |
| 4.                           | A total, not-to-exceed amount for contingencies, assumptions and clarifications (provide detailed breakdown as required by Agreement or as specified by Owner):  | \$ N/A   |
| <b>TOTAL OF 1 THROUGH 4:</b> |  | <b>\$2,026,974.75</b>  |

**COMPONENT 2: BALANCE OF PLANT**

5. A lump sum, not-to exceed amount for the reimbursable Cost of the Work provided by the Agreement (exclusive of contingencies)(provide detailed breakdown by project element, phase, stage, schedule of values, General Conditions Costs, excluding insurance, separate subcontract, or as otherwise specified by Owner for this Project):

\$ N/A

6. Total of Construction Manager at Risk's Construction Phase Fees pursuant to the Agreement \_\_\_\_\_ % of 5 above:

\$ N/A

7. Job-specific bonding and insurance costs:

\$ N/A

8. A total, not-to-exceed amount for contingencies, assumptions and clarifications (provide detailed breakdown as required by Agreement or as specified by Owner):

\$ N/A

**TOTAL OF 5 THROUGH 8:** \$ N/A

**TOTAL OF 1 THROUGH 8:** **\$2,026,974.75**

This figure above (described as "TOTAL OF 1 THROUGH 8") shall be the Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner. Attached is a breakdown showing the dollar amount allocated to each bidding package; all of which totals the GMP amount.

**Substantial Project Completion Date:** TBD, 2020



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Authorize Professional Service Agreements with two firms to assist the City Utility Division with specialized financial services  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

Authorize the City Manager to execute Professional Service Agreements to two firms to assist the City Utility Division with specialized financial services

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

### BACKGROUND

The City desires to retain two (2) consultants to assist with the performance of the Fiscal Year Budgeting/Billing. This includes; true-ups, capacity analysis, oversizing and cost analysis, rate study/analysis, yearly financial performance analysis for utility funds related to debt, water rates and capital improvement projects, wholesale/retail cost analysis, impact fee analysis, and other utility related financial services.

The City solicited RFQ's for the aforementioned services and procurement staff publically advertised Request for Proposal # 20-322 on December 18, 2019. The advertisement was placed in the local newspaper for two consecutive weeks, posted on the City website, a link sent via email to many potential providers, and posted on the State of Texas Electronic State Business Daily site. Responses were due January 14, 2019 at 2:00 PM. The City received five (5) responses to this solicitation.

The staff evaluation committee evaluated the responses received and short-listed two firms based on qualifications. Staff recommendation was presented to the Planning, Development and Infrastructure (PDI) Council sub-committee on February 18, 2020. The PDI committee unanimously authorized staff to move forward based on the staff recommendation. A copy of the PDI committee "packet" that includes staff evaluations is included as supporting material for reference.

Staff recommends a Professional Services Agreement for not more than \$ 100,000 be negotiated and issued to Nelisa Heddin Consulting and another agreement for not more than \$ 100,000 be negotiated and issued to NewGen Strategies. These services are to be used on an as needed basis to supplement staff resources as determined by the Director of Public Works.

With this approval from City Council, this award will remain approved for one year from execution and two (2) automatic renewals.

## BUDGET/FISCAL ANALYSIS

The Department Director anticipates that although we enter into contracts for these services, the source of funds to be utilized over the term of the agreements are unknown until specific assignments are identified. The following utility enterprise funds may be used to fund these contracts: Regional Surface Water Treatment Plant (540 and 542); Mustang Bayou Wastewater Treatment Plant and Lift Stations (505), and Mustang Bayou Water Treatment Plants (505); Steep Bank Flat Bank Wastewater Treatment Plant and Lift Stations (506); Utility Construction Fund (535); and the Mustang Bayou Water and Wastewater Impact Fees Funds (511 and 512). The General Fund (101) will not be used to fund these contracts.

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manager  
**Financial/Budget Review:** Bertha P. Alexander, Budget & Financial Reporting Manager

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

## SUPPORTING MATERIALS

1. PDI Committee packet

## STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the Acting City Manager to enter into Professional Service Agreements with the two firms to assist the City's Utility Division with specialized financial services, on an as needed basis.

**Director Approval:** Shashi K. Kumar, P.E.

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson



## CITY OF MISSOURI CITY, TEXAS

### PLANNING, DEVELOPMENT AND INFRASTRUCTURE COMMITTEE

**Vashaundra Edwards**  
**Chair**  
Council At Large Position #1

**JEFFREY L. BONEY**  
Councilmember District B

**FLOYD EMERY**  
Councilmember District D

A meeting of the Planning, Development and Infrastructure Committee will be held on **Tuesday, February 18, 2020 at 7:00 p.m.** in the City Hall, Council Conference Room, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, to consider the following:

1. **CALL TO ORDER**
  2. **DISCUSSION/POSSIBLE ACTION**
    - (a) Discuss consultant selection for utility engineering services and utility financial services, on as needed basis
  3. **ADJOURN**
-



## Public Works

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

To: The Planning, Development & Infrastructure (PDI) Committee

From: Glen A. Martel, Assistant City Manager  
Shashi K. Kumar, P.E., Director of Public Works and City Engineer

Date: February 17, 2020

Project: Utilities engineering and financial services - selection process for professional services (RFQ No's 20-324 and 20-322)

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### **Summary**

The City of Missouri is unique when it comes to the operation and management of its water and wastewater utilities. The Municipal Utility Districts (MUDs) provide retail utility services for most areas located within the City and its ETJ. However, the City operates two wastewater treatment plants in agreement with other MUDs; namely the Mustang Bayou Wastewater Treatment Plant (MB WWTP) and the Steep Bank Flat Bank Creek Wastewater Treatment Plant (SBFB WWTP). This approach was in an attempt to regionalize treatment plants to minimize cost of treatment due to economies of scale. In addition, the City administers the Groundwater Reduction Program (GRP) thru the GRP committee, which has oversight over the City's Regional Surface Water Treatment Plant (SWTP).

The City's utilities division currently has three (3) budgeted staff positions to provide oversight and management over the above noted utility functions. Currently, due to growth or regulatory requirements, all the two noted wastewater treatment plants and water plant is either being re-habilitated or expanded for additional capacity. The City also oversees the budgeting, billing and true-up related financial functions related to managing these utility accounts. The City has generally hired outside consultants (both engineering and financial) to augment City staff resources in administering its utility roles and responsibilities as and when needed.

With the above intent, on December 18, 2019, Missouri City posted two Request for Qualifications (RFQs 20-324 and 20-322) respectively for engineering and financial services. On January 17, 2020, the City received qualifications from twelve (12) engineering firms and five (5) financial services firms listed below:

### **Engineering Firms**

- KIT Professionals
- eHT/WRM
- HR Green
- Freese Nichols
- LAN, Inc.
- IDS
- AARC
- Kimley Horn
- Gunda Corp.
- Huitt Zollars
- Garver
- Amani Engineering

### **Financial Services Firms**

- Nelisa Heddin
- NewGen Strategies
- Raftelis/eHT
- TNR
- Wildan



## Public Works

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
[www.missouricitytx.gov](http://www.missouricitytx.gov)

Per the 2013 Consultant Selection Policy (attached), the City's staff selection committee, consisting of two (2) members from the public work department and the Assistant City Manager with oversight over Public Works, evaluated these firms. Public works staff committee members were comprised of one (1) utilities division staff and the director of public works. Per the consultant selection policy, each evaluator scored each firm independently and the evaluations were tallied after all evaluators completed their scoring. The evaluator tabulation for both engineering and financial services is also provided for reference. The top three (3) scoring firms for engineering services and two (2) firms for financial services were ranked in the order of their scoring and are listed below:

### **Ranked Engineering Firms**

1. KIT professionals
2. eHT/WRM
3. HR Green

### **Ranked Financial Services Firms**

1. Nelisa Heddin Consulting
2. NewGen Strategies

The selection committee conducted an objective evaluation of each of these firms based on the criteria established in the respective RFQ's for each category. Staff recommendation is to retain three (3) engineering firms selected above with unique expertise to augment staff engineering resources on an as needed basis. Similarly, staff recommends retaining the above two (2) financial service firms for financial services, also on an as needed basis. Funding for these services are paid from contractual services budgeted in each of these utility accounts.

### **Next Steps**

Staff recommends to the PDI committee to authorize City's project management staff to use the selected firms for utility engineering services and utility financial services, on as needed basis. Following authorization by the PDI Committee to begin negotiations with the top ranking firms, staff will develop a generic scope and cost proposal based on hourly rates. Finally, staff will recommend these firms to the City Council for the award of a professional services contract, which is anticipated in March 2020.

### **Attachments**

- 1) Evaluator Tabulation Engineering 20-324
- 2) Evaluator Tabulation Financial 20-322
- 3) Request for Qualifications (RFQ) Utility Civil Engineering 20-324
- 4) Request for Qualifications (RFQ) Utility Financial 20-322
- 5) Council Authorized Consultant Selection and Use Policy



**POSTING DATE: DECEMBER 18, 2019**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-322  
UTILITY FINANCIAL SERVICES**

**COMMODITY CODE(S): 946-48; 946-49**

**ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this RFQ, for the above referenced professional service must be received by the Purchasing Division of the Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 by **January 14, 2020**. Responses received after the specified time will be returned unopened. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp>

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LEGAL NAME OF CONTRACTING COMPANY

---

CONTACT PERSON

TITLE

---

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

---

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP

---

COMPLETE STREET ADDRESS (if different)

CITY/STATE

ZIP

---

AUTHORIZED SIGNATURE

## **SECTION I – GENERAL INFORMATION**

### **Introduction:**

The City of Missouri City (City), located southwest of Houston, is a growing progressive city with a population of approximately 75,000 people. The City has several Municipal Utility Districts that serve the vast majority of utility customers within the City and surrounding areas. The City has worked to encourage regionalization as a means of providing efficient utility services to the citizens of Missouri City. As part of this effort, the City has built and is operating two regional wastewater treatment plants (Mustang Bayou Wastewater Treatment Plant and the Steepbank/Flatbank Creek Wastewater Treatment Plant) and one Regional Surface Water Treatment Plant and two Groundwater Plants (Mustang Bayou Water System).

### **Scope:**

The Mustang Bayou Water System and Wastewater Treatment Plant serve multiple wholesale customers.. These plants also serve retail customers within the City’s service area. The Steepbank/Flatbank Wastewater Treatment Plant provides wholesale service to seven wholesale customers. The City has an Agreement with each wholesale customer of these systems which describes the terms and conditions under which wholesale service is to be provided. Also, the City Administers the Ground Water Reduction Plan (GRP) and provides wholesale treated surface water to participants in the GRP plan. Among other things, the service agreements require the City to bill wholesale customers based upon a budget each year, and then requires the City to perform a “True-Up” based upon actual expenditures, customers and use on the systems each year.

The City desires to retain one or more consultant (s) to assist with the performance of the Fiscal Year Budgeting/Billing, which includes; true-ups, capacity analysis, oversizing and cost analysis, rate study/analysis, yearly financial performance analysis for utility funds related to debt, water rates and capital improvement projects, wholesale/retail cost analysis and other utility related financial services needed on a as needed basis by the City.

## ESTIMATED PROJECT SCHEDULE

Due date for RFQ:	January 14, 2020
Staff Recommendation to Subcommittee:	January, 2020
Professional Services Agreement Negotiations:	January, 2020
Professional Services Agreement Award:	February, 2020

All inquiries prior to the due date of the RFQ shall be emailed to Alan A. Phillips, [alan.phillips@missouricitytx.gov](mailto:alan.phillips@missouricitytx.gov)

The deadline for submitting questions is **5:00 PM, January 6, 2020**.

Note: With the exception of the time and due date of the RFQ, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

## **SECTION II – SUBMITTAL INSTRUCTIONS**

Submit two (2) copies, one marked as “Original” in a sealed package, along with one (1) electronic thumb drives to:

City of Missouri City  
Attn: Purchasing Office  
1522 Texas Parkway  
Missouri City, Texas 77489.

Submittal package must be sealed and marked with the following:  
**“RFQ No. 20-322 Utility Financial Services”**

Submittals received after the due date will not be accepted. The City of Missouri City is not responsible for submittals that are not properly marked or are delivered to the incorrect address.

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## **SECTION III- EVALUATION PROCESS**

### **1. GENERAL PROCEDURE**

The general procedure for soliciting and evaluating Request for Qualifications consists of:

- (a) City staff selection committee will evaluate the qualifications received from respondents in accordance with the Council Authorized consultant selection policy and prepare a short list of three to five submissions.
- (b) City staff may present the proposed short-list to the Planning Development and Infrastructure (PDI) Committee for review.
- (c) Firms on the resultant short list may be invited to appear for separate presentations to the staff selection committee. This staff selection committee will include project manager and other appropriate staff as designated by the department director. . The presentation should define the respondents understanding of the project, set forth the approach to the project and establish the experience of the personnel assigned to the project.
- (d) Following the staff selection committee review of the presentations, a final ranking of the short listed firms will be prepared and authorization to negotiate with top ranking firm (s) is obtained from the PDI committee. Upon that, all short listed firms will be notified.
- (e) Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with the City's project manager to develop a detailed proposed scope of work and a schedule of fees for that work. If the City staff is unable to successfully negotiate a contract with the top-ranking firm, then the City staff will proceed to meet with the second ranking firm and enter negotiations with that firm. This process will be repeated until a successful contract negotiation has occurred, or the City terminates the process. Depending on the scope and associated fees (contract amount), the contract may be placed before City Council for authorization.

### **2. EVALUATION CRITERIA**

As a basis for evaluating the qualifications, the following elements merit consideration:

- (a) The qualifications of the assigned Principal/Project Manager. (15 points)

- (b) The firm's past experience in performing similar assignments for other owners, and the overall reputation of the firm. (15 points)
- (c) The depth of experience of the firm in the particular field. (15 points)
- (d) Ability to assign qualified staff that will be in responsible charge of the projects and will be able to complete the work within the time schedule required. (15 points)
- (e) Location of project staff with respect to the general geographic area of the project. (5 points)
- (f) The consultant has, on past projects, demonstrated innovative concepts. (10 points)
- (g) Previous experience on municipal projects. (10 points)
- (h) Knowledge of local conditions. (15 points)

#### **SECTION IV – RESPONDENT SUBMISSION REQUIREMENTS**

##### **1. SUGGESTED FORMAT OF RESPONSE**

The suggested general format should be as follows:

- (a) A letter of interest, signed by a principle of the firm, with a statement as to the availability of the firm to complete the work within the stated time period (limited to one page).
- (b) A demonstration of the firms understanding of the project through an outline of their suggested approach to the project (limited to three pages).
- (c) Evidence of the firm's ability to perform the work.
- (d) Experience of the staff who would be assigned to the project team including sub-consultants. Provide name, location, role, percentage of time devoted

to the project, related experience, and team experience for each team member. (limit to two pages per team member)

- (e) Three sample projects, similar in scope to this project that best illustrates team capabilities (limited to two pages per project).
- (f) A breakdown of effort related to technical, managerial and administrative functions. (limited to two pages).
- (g) References, including names and telephone numbers of previous clients with similar projects. (limited to one page).

## **SECTION V – GENERAL TERMS AND CONDITIONS**

### **1. NO CONTACT PERIOD**

All inquiries regarding this solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Missouri City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any respondent. However, nothing in this paragraph shall prevent a respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

### **2. SPECIFICATION CHANGES**

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the following sites:

<http://www.txsmartbuy.com/sp>

### **3. IMPLEMENTATION OF HOUSE BILL 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Any and all resultant contracts of this RFQ will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill 1295 Certificate of Interested Parties. Login Information, Forms, and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the instructional video for Business Entities and review the FAQ's prior to proceeding with the filling. A certification will require the respondent to enter a contract/solicitation number in Box 3. That number for this solicitation is **RFQ No. 20-322**

#### **4. VALIDITY OF RESPONSE**

The response submitted shall be valid for a period for up to ninety (90) days after the date of opening for negotiation, acceptance and award by the City.

#### **5. CONTRACT**

The City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is attached under separate cover.

## SAMPLE AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, CONTRACTOR Name. ("CONTRACTOR"), located at Address and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin start date and shall terminate end date.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. . Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** CONTRACTOR shall be paid for the services and reimbursable travel expenses, if any, as set forth in **Exhibit B**. CITY shall pay CONTRACTOR in accordance with the Texas Government Code, Chapter 2251. CONTRACTOR must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, CONTRACTOR shall submit an amended invoice covering any remaining charges to CITY.

**Section 4. Travel:** CONTRACTOR **shall/shall not** be reimbursed for travel conducted in the pursuit of this Agreement and appropriate per diem as outlined in **Exhibit B**. Documentation, which shall consist of original receipts, of travel costs, including, but not limited to, hotel and transportation costs, shall be provided by the CONTRACTOR for all travel-related expenses, except mileage from the CONTRACTOR's personal automobile.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this

Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent CONTRACTOR and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of City Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY'S discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR'S behalf the CONTRACTOR'S moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR'S possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Conflict of Interest:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

**Section 14. Insurance:** For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies), CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR's, its

officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 15. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City , and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, subCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide engineering or architectural services, as applicable, hereunder as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of engineering and architectural services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

**Section 16. Force Majeure:** Neither CITY nor CONTRACTOR will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**Section 17. Notices:** Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

**Section 18. Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, CONTRACTOR certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Section 19. Jurisdiction:** CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 20. Prohibition on Boycotting Israel.** Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 22. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 23. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 24. Address and Notices and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

NAME OF CONTRACTOR  
ADDRESS  
PHONE  
EMAIL

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**Section 25. Authority:** CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Reviewed by: \_\_\_\_\_  
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR**

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Atkinson – Assistant City Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*If more than \$25K\*\*\*\*

\_\_\_\_\_  
Anthony Snipes – City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES**

Scope of Services

**EXHIBIT "B"**  
**COMPENSATION**



Utility Financial Services

<u>Respondent</u>	<u>1</u>	<u>2</u>	<u>3</u>			<u>Total</u>
Nelisa Heddin	104.6	87	96			287.6
NewGen	94.1	82	94			270.1
Raftelis/eHT	80.3	82	86			248.3
TNR	47.4	72	76			195.4
Wildan	90	79	77			246
						0
						0



**POSTING DATE: DECEMBER 18, 2019**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-324  
ENGINEERING SERVICES, UTILITIES**

**COMMODITY CODE(S): 925-87; 925-96; 925-97**

**ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this RFQ, for the above referenced professional service must be received by the Purchasing Division of the Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 by **January 14, 2020**. Responses received after the specified time will be returned unopened. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp> or <https://www.demandstar.com/Default.asp>

---

LEGAL NAME OF CONTRACTING COMPANY

---

CONTACT PERSON

---

TITLE

---

TELEPHONE NUMBER

---

FACSIMILE NUMBER

---

E-MAIL ADDRESS

---

COMPLETE MAILING ADDRESS

---

CITY/STATE

---

ZIP

---

COMPLETE STREET ADDRESS (if different)

---

CITY/STATE

---

ZIP

---

AUTHORIZED SIGNATURE

## SECTION I – GENERAL INFORMATION

The City of Missouri City is accepting statements of qualifications from qualified professional engineers for water and wastewater design services, construction management, utility plan review, third party reviews, including engineering services for mandated programs/reports from state, local and federal agencies regarding programs like American Water Infrastructure Act 2018 (AWIA), Risk Management Plans (RMP's), water and wastewater plant/system vulnerability Assessments (VA) and occasional troubleshooting of water and wastewater operational system issues.

The City is seeking statements of qualifications from interested civil engineering firms with expert water and wastewater knowledge. It is the intent of the City to create a short list firms and will rotate firms on as needed based on specific requirements of the project.

The responses received will be evaluated and ranked by City's staff selection committee in accordance with the Council authorized consultant selection policy. The City will then enter negotiations with the highest ranked respondent (or top three respondents to be rotated) with the objective of entering into contract for services at a mutually agreeable cost. All costs involved with preparing a submittal, including any interview travel expenses, are the responsibility of the respondent.

### **ESTIMATED PROJECT SCHEDULE**

Due date for RFQ:	January 14, 2020
Staff Recommendation to Subcommittee:	January, 2020
Professional Services Agreement Negotiations:	February, 2020
Professional Services Agreement Award:	February, 2020

All inquiries prior to the due date of the RFQ shall be emailed to [Alan.phillips@missouricitytx.gov](mailto:Alan.phillips@missouricitytx.gov). The deadline for submitting questions is 5:00 PM, **January 6, 2020**

Note: With the exception of the time and due date of the RFQ, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

## SECTION II - SUBMITTAL INSTRUCTIONS

Submit three (3) copies, one marked as "Original" in a sealed package, along with one (1) electronic thumb drive to:

City of Missouri City  
Attn: Purchasing Office  
1522 Texas Parkway  
Missouri City, Texas 77489.

Submittal package must be sealed and marked with the following:

## **“RFQ No. 20-324-Engineering Services-Utilities”**

Submittals received after the due date will not be accepted. The City of Missouri City is not responsible for submittals that are not properly marked or are delivered to the incorrect address.

### **SECTION III- EVALUATION PROCESS**

#### **1. GENERAL PROCEDURE**

The general procedure for soliciting and evaluating Request for Qualifications consists of:

- (a) City staff selection committee will evaluate the qualifications received from respondents in accordance with the Council Authorized consultant selection policy and prepare a short list of three to five submissions.
- (b) City staff may present the proposed short-list to the Planning Development and Infrastructure (PDI) Committee for review.
- (c) Firms on the resultant short list may be invited to appear for separate presentations to the staff selection committee. This staff selection committee will include project manager and other appropriate staff as designated by the department director. . The presentation should define the respondents understanding of the project, set forth the approach to the project and establish the experience of the personnel assigned to the project.
- (d) Following the staff selection committee review of the presentations, a final ranking of the short listed firms will be prepared and authorization to negotiate with top ranking firm (s) is obtained from the PDI committee. Upon that, all short listed firms will be notified.
- (e) Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with the City’s project manager to develop a detailed proposed scope of work and a schedule of fees for that work. If the City staff is unable to successfully negotiate a contract with the top-ranking firm, then the City staff will proceed to meet with the second ranking firm and enter negotiations with that firm. This process will be repeated until a successful contract negotiation has occurred, or the City terminates the process. Depending on the scope and associated fees (contract amount), the contract may be placed before City Council for authorization.

## **2. EVALUATION CRITERIA**

As a basis for evaluating the qualifications, the following elements merit consideration:

- (a) The qualifications of the firm.
  - (b) The specific services offered by the firm as related to the City's needs.
  - (c) The firm's past experience in performing similar assignments for other government entities, and the overall reputation of the firm.
  - (d) The depth of proven experience of the firm for the engineering and design services requested herein.
  - (e) Responses of references.
-

## **SECTION IV - RESPONDENT SUBMISSION REQUIREMENTS**

### **1. SUGGESTED FORMAT OF RESPONSE**

The suggested general format should be as follows:

- (a) A letter of interest, signed by a principle of the professional firm, with a statement as to the availability of the firm to complete the work within the stated time period (limited to one page).
- (b) A demonstration of the firms understanding of the project through an outline of their suggested approach to the project (limited to five pages).
- (c) Evidence of the firm's ability to perform the work.
- (d) Experience of the staff who would be assigned to the project team including sub-consultants. Provide name, location, role, percentage of time devoted to the project, related experience, and team experience for each team member. (limit to two pages per team member)
- (e) Three sample projects, similar in scope to this project that best illustrates team capabilities (limited to 3 pages per project).
- (f) A breakdown of effort related to technical, managerial and administrative functions.
- (g) References, including names and telephone numbers of previous clients with similar projects.

## **SECTION V - GENERAL TERMS AND CONDITIONS**

### **1. NO CONTACT PERIOD**

All inquiries regarding this solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Missouri City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any respondent. However, nothing in this paragraph shall prevent a respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City

Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

## **2. SPECIFICATION CHANGES**

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the following site:

<http://www.txsmartbuy.com/sp>

## **3. IMPLEMENTATION OF HOUSE BILL 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Any and all resultant contracts of this RFQ will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill 1295 Certificate of Interested Parties. Login Information, Forms, and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the instructional video for Business Entities and review the FAQ's prior to proceeding with the filling. A certification will require the respondent to enter a contract/solicitation number in Box 3. That number for this solicitation is **RFQ No. 20-324**

## **4. VALIDITY OF RESPONSE**

The response submitted shall be valid for a period for up to ninety (90) days after the date of opening for negotiation, acceptance and award by the City.

## **5. CONTRACT**

The City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is included.

## SAMPLE AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, CONTRACTOR Name. ("CONTRACTOR"), located at Address and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin start date and shall terminate end date.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. . Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** CONTRACTOR shall be paid for the services and reimbursable travel expenses, if any, as set forth in **Exhibit B**. CITY shall pay CONTRACTOR in accordance with the Texas Government Code, Chapter 2251. CONTRACTOR must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, CONTRACTOR shall submit an amended invoice covering any remaining charges to CITY.

**Section 4. Travel:** CONTRACTOR **shall/shall not** be reimbursed for travel conducted in the pursuit of this Agreement and appropriate per diem as outlined in **Exhibit B**. Documentation, which shall consist of original receipts, of travel costs, including, but not limited to, hotel and transportation costs, shall be provided by the CONTRACTOR for all travel-related expenses, except mileage from the CONTRACTOR's personal automobile.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written

permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent CONTRACTOR and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of City Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY's discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services

provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Conflict of Interest:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

**Section 14. Insurance:** For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies), CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or

cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 15. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, subCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide engineering or architectural services, as applicable, hereunder as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of engineering and architectural services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

**Section 16. Force Majeure:** Neither CITY nor CONTRACTOR will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**Section 17. Notices:** Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they

appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

**Section 18. Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, CONTRACTOR certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Section 19. Jurisdiction:** CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 20. Prohibition on Boycotting Israel.** Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 22. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 23. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 24. Address and Notices and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

NAME OF CONTRACTOR  
ADDRESS  
PHONE  
EMAIL

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**Section 25. Authority:** CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Reviewed by: \_\_\_\_\_  
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR**

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Atkinson – Assistant City Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*If more than \$25K\*\*\*\*

\_\_\_\_\_  
Anthony Snipes – City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES**

Scope of Services

**EXHIBIT "B"**  
**COMPENSATION**



## Utility Engineering Services

<u>Respondent</u>	<u>1</u>	<u>2</u>	<u>3</u>		<u>Total</u>
KIT Professionals	20	18.6	20		58.6
EHT/WRM	20	18	19		57
HR Green	16	17.8	19		52.8
Freese Nichols	18	15.6	17		50.6
LAN, Inc.	12	16.7	17		45.7
IDS	16	16.4	16		48.4
AARC	8	16.1	16		40.1
Kimley Horn	15	15.8	15		45.8
Gunda	10	14.9	15		39.9
Huiett Zollars	17	15.5	15		47.5
Garver	15	15.1	14		44.1
Amani	13	15.5	14		42.5



**Council Agenda Item Cover Memo**  
**May 6, 2013**

**To:** Mayor and City Council  
**Agenda Item:** 6(i) Consider authorizing a Consultant Selection Policy  
**Submitted by:** Scott Elmer, Assistant City Manager

**SYNOPSIS**

Staff proposes the use of a consultant selection policy to assure the selection of consultants for specialized services, such as: engineering, environmental planning, management, training, and scientific consultant services, will occur in an effective, legal, timely, and impartial manner.

**BACKGROUND**

The purpose of utilizing a consultant selection policy is to locate the most qualified firm to perform required work and negotiate a fair and equitable agreement. Law prohibits the selection of specific consultants by the competitive bidding process although estimated costs may be a factor considered in overall proposal evaluation.

The consultant selection policy applies only to contracts for professional services, the selection of which should be primarily based on the qualifications of a selected consulting firm. Professional services include (but are not limited to): registered architects, registered engineers, land surveyors, and certified real estate appraisers.

The policy requires a qualifications based selection (QBS) process be used to ensure the following: projects are designed in a manner that is safe, innovative, environmentally sound, and cost effective over the project's life cycle. The QBS process also makes it more likely to obtain a qualified service provider than through competitive bidding, and also allows small firms to compete for contracts.

The attached consultant selection policy is intended to be used as internal policies and procedures; an outline of the policy is as follows:

- Assessment of Need: The project manager will generate a description of the consultant need or draft a Request for Qualifications (RFQ), a general scope of services and budget estimate for the Department Director or City Manager for consideration.
- Develop Scope of Services: A written scope of services will assure potential respondents address the project properly and effectively by articulating all known parameters of the project.
- RFQ Evaluation & Consultant Selection: Evaluation criteria will be established in accordance with the firm's principals' and employees' education, experience, and expertise

with particular attention to their qualifications, competence and past performance on similar projects.

- The policy also lists other criteria that may be used in the selection process, such as: firm's project approach, availability of equipment and facilities, present workload, financial stability, proximity of the firm to the project site or city offices, and firm's history working with the city.
- A staff selection committee, including the Department Director, will be created to perform various tasks in the selection process, such as: evaluation of need, solution approach, and review of consulting firm qualifications.
- Negotiating Agreements: The project manager will begin negotiations with the number one ranked firm by working on refining the fee schedule and project scope to reach a mutual understanding.
- Bypassing the consultant selection process: Although the general practice will be to solicit requests for qualifications, the policy allows for staff to negotiate directly with a firm that has previously established a satisfactory working relationship with a qualified professional services firm.
  - Contracts less than \$25,000: are less cost effective to follow the formal selection process, therefore the project manager will obtain approval of the City Manager before proceeding with negotiating directly with a qualified firm;
  - Contracts above \$50,000: will require consideration by the Consultant Selection Committee and then the City Council.

#### FISCAL ANALYSIS

No direct impact.

#### SUPPORTING MATERIALS

1. Consultant Selection Policy.

#### STAFF'S RECOMMENDATION

Staff recommends authorizing the attached consultant selection policy.

# CONSULTANT SELECTION AND USE POLICY

## A. PHILOSOPHY STATEMENT

Due to the availability of resources, the City of Missouri City has traditionally operated city government under the “generalist” philosophy. A generalist is a person without deep expertise in any one area but with a broad understanding of multiple areas. For example, some doctors are general practitioners, capable of dealing with a wide range of medical issues but not specialists in one type of medicine. The most important aspect of being a generalist is the ability to see the intersection between different aspects of the business. For instance, it's not helpful to know a little about design and a little about marketing if you don't have any insight into how design issues affect marketing considerations, and vice versa. Most cities don't have the budget or the dedicated workload to hire specialists, so they employ generalists with a wider range of skills. According to experts, it takes 10,000 hours of practice to master a specific discipline. Specialists are professionals who take the time and effort needed to become experts at one aspect of a particular business. For instance, some doctors specialize in a specific area of medicine, such as hand and wrist surgery. The advantage of hiring a specialist is that the person is a true expert in the field, with a deep understanding of the nuances of a particular problem. When a city needs a professional with a much higher than average skill at some aspect of a project, it will hire a specialist to fill that role. This has the advantage of reducing costs by not maintaining staff and equipment that is only needed in specific situations. This philosophy also avoids the “opportunity costs” of city staff being dedicated to a specific area of expertise at the expense of spending resources on other necessary activities. The disadvantage of hiring a staff specialist is that the expert may be less knowledgeable about other aspects of the business and may become less valuable to the city if the situation changes.

The City of Missouri City has had and will continue to have the need for engineering, environmental planning, management, training and scientific consultant services. To assure the consultant selection occurs in an effective, legal, timely and impartial manner the following procedures will be used.

The following consultant selection policies and procedures are intended as internal policies and procedures. The policies and procedures grant no contractual rights, either substantive or procedural, in the consultant selection process.

## B. PROFESSIONAL SERVICES vs. TRADITIONAL PROCUREMENT

Contracts for professional services are exempt from complying with the provisions of Texas Government Code, Chapter 2254, Subchapter B. As outlined by the federal Brooks Act, professional services should be based primarily upon the qualifications of the selected firm. The philosophy behind qualifications based selection (QBS) is:

- QBS ensures that projects are designed in a manner that is safe, innovative, environmentally sound, and cost-effective over the project's life cycle;
- QBS allows life-cycle costs such as construction, operations, and maintenance to be factored into project design;

- The procuring agency is more likely to obtain a qualified service provider through QBS than through competitive bidding because the QBS procedure requires respondents to submit information that outlines the applicability of their qualifications to the particular project at hand;
- It allows small firms to compete for contracts based on quality of services provided on equal footing with larger firms. Larger firms would have a distinct advantage if competitive bidding were based solely on price

The following services are considered “professional” by Texas statute.

- Registered architects;
- Registered engineers;
- Optometrists;
- Land surveyors;
- Physicians and surgeons;
- Certified public accountants;
- Registered nurses;
- Certified real estate appraisers.

Contracted services by the above professionals that fall outside their scope of practice may be governed by other procurement requirements. For example, management consulting services by a certified public accountant would not be exempt as a professional service. Services outside of the contracted services listed above follow the appropriate Texas statutes on procurement.

### **C. ASSESSMENT OF NEED**

The project manager shall generate a brief description of the consultant need or draft Request for Proposal/Qualifications, a general scope of services and budget estimate to the Department Director or City Manager, as appropriate, for consideration. Consultant services are generally used to obtain the following:

1. Expertise of a specialized nature which is not available within the department or from another department;
2. Outside expertise to provide a new, impartial or broader perspective on a specific project or process;
3. The skill of experts whose established prestige can contribute to important projects;
4. Performance of one-time projects of limited duration that do not warrant additional, permanent staff;
5. On time delivery of projects due to deadlines, compressed project schedules and/or existing staff workload;

6. Innovative solutions and/or processes due to a new viewpoint, a broader base of experience or a larger team of disciplines and experience;
7. Better risk management through shifting the risk to a consultant with total control of the project and/or design;
8. Cost effectiveness due to an integrated project team and economies of scale; and
9. Legal compliance with state and/or federal regulations that require specific design professionals or licensed disciplines.

Consultant services should not be used to:

1. Make policy or managerial decisions that are the direct responsibility of department management;
2. Circumvent personnel ceilings, pay limitations or competitive employment procedures;
3. Supervise permanent employees,
4. Perform routine, long-term tasks that are normally the responsibility of permanent employees. The exception to this would be the use of operation specific companies (i.e utility operators) or term contracts for maintenance operations (i.e, on-call plumbing specialists).

#### **D. DEFINING THE PROJECT AND DEVELOPING A SCOPE OF SERVICES**

A staff selection committee made up of the appropriate Department Director or his or designee, project manager and other appropriate staff shall be created to perform various tasks in the selection process. The Director may also invite other individuals with specific expertise to sit on the selection committee when appropriate. There is no minimum size established for the selection committee and there may be occasions when the selection committee is a single person. A comprehensive evaluation of the problem or need which resulted in the project is essential to the consultant selection process. The solution, approach, and eventually the approach for the project will evolve out of the expertise offered by the firm responding to the request for proposals/qualifications. A specific scope of services will develop out of contract negotiations with the firm ranked most appropriate for the project. But in order to assure the respondents address the project properly and effectively, it is important to clearly articulate all known parameters of the project.

A written scope of service can be one or more pages, depending on the project size, to clearly define the scope of the service desired. This information should involve the following processes:

1. Describe in general terms the need, purpose and objective of the project.
2. Identify the various project components.
3. Set the desired timetable for the effort.

4. Identify expected problems.
5. Determine the approximate project cost range or budget if applicable.
6. Determine if hourly rates and/or project component costs are appropriate to review as part of the Request for Proposals
7. Identify information, data or services that will be provided by SMC, if any.

#### **E. REQUESTS FOR PROPOSALS/QUALIFICATIONS (RFP/RFQ)**

When a need for consulting services has been determined, and a scope of services has been prepared, the selection committee will review and approve the RFP/RFQ. The City Purchasing Manager will oversee the RFP/RFQ process. The RFP/RFQ process will be conducted in accordance with the process outlined under state law and in accordance with generally accepted purchasing guidelines.

#### **F. RFP/RFQ EVALUATION AND CONSULTANT SELECTION**

Typical criteria for both evaluating and ranking firms may include but not be limited to the following:

1. The education, experience and expertise of the firm's principals and employees who will be assigned key project responsibilities, with particular attention to their qualifications, competence and past performance.
2. The firm's general experience and history of performance on projects similar to the one under consideration with references. Recommendations and opinions of each firm's previous clients as to the ability to meet deadlines and remain within budget. Prior clients may also be able to advise as to each firm's sense of responsibility; attitudes of key personnel; concern for economy, efficiency and environment; and quality of service.
3. Availability of equipment and facilities to do the needed work expeditiously. If necessary, perform an on-site examination to observe each firm's facilities and the sites of current and/or completed projects, including computer capability, reproduction and communication equipment, laboratory and testing equipment, or other specialized equipment applicable to the project under consideration.
4. The firm's approach to plan development, organization and management of a project effort, including communication procedures, approach to problem solving, data gathering methods, evaluation techniques and similar factors.
5. Present workload with attention to current and future commitments of available personnel - particularly those key persons expected to be assigned to the project.
6. Financial stability, with particular attention to avoiding a situation in which the firm is solely dependent upon income from the project at hand for its existence.
7. Proximity of the firm to the proposed project site and/or city offices.

8. Awards received by the firm and technical papers authored by employees that are relevant to the project under consideration.

9. If the City has worked successfully with a specific firm and can cite any or all of the following advantages:

- The firm's personnel are acquainted with the agency's organization and local conditions.
- Information from the files of past assignments is of great importance.
- Compatibility with agency organization is assured.
- A smooth start-up and satisfactory progress will result since both parties will be dealing with known factors.

10. Hourly rates and other applicable fees and breakdowns of requested project costs at the stage appropriate under state law.

The selection committee shall arrive at a consensus of which criteria should be evaluated and a per criteria weighting value. The weight given each evaluation criterion in the ranking process may vary from project to project. In all projects where estimated project costs are received, cost information shall not be used as sole criteria nor shall it have the greatest weight for ranking purposes. Using the agreed criteria, the project manager shall establish a maximum of 5 short listed firms. Individual firm scoring shall be withheld until the selection committee rankings are completed. The selection committee, upon agreement of the short listed firms, shall rank the firms, in order of preference, to establish an ordinal ranking. A summary of the selection shall be prepared noting the criteria, weightings, and ranking of the top firms. The final product shall be a recommended firm and a short list of the top firms.

#### **G. NEGOTIATING AN AGREEMENT WITH THE SELECTED FIRM**

The Project Manager or his or her designee will meet with the number one ranked firm to clarify the scope of the project in more detail. At this time, it is appropriate to ask for a fee schedule and refinements.

a. Scope of Project. An important objective of the negotiation process is to reach a complete and mutual understanding of the scope of professional services to be provided and the degree of performance desired. The general scope of professional services developed during the selection process, may be too broad to serve as the contract scope of service. The negotiation process offers the opportunity for refinement, amendment and complete definition of the services to be rendered, as well as the areas of responsibility and liability for those services. Mutual understanding on these points, at the negotiation stage, can minimize the possibility of misunderstanding as the project progresses.

Special elements of the project to be established during negotiation include:

1. Project schedule
2. Project Approach
3. Manpower requirement & timing

4. Level of effort
5. Avenues of research
6. Areas of responsibility/liability
7. Detailed Definition of "Deliverable"
8. All identifiable project costs and contract "not to exceed" amount
9. Add Alternates - scope and cost estimates

b. Negotiate Agreement Terms. Contracts between the City and consulting firms must be set forth in fully executed agreements. All subcontractors or sub consultants shall be approved by the city prior to execution of the final contract. If the city is able to reach an agreement with the firm and if the fee is within range of the budget, the city will proceed to finalize an agreement. If problems arise with the scope of the project or the fee, further discussion and clarification may be required.

c. If the City cannot agree on the scope and fee, the City will drop negotiations with the top ranked firm and continue the process with the second ranked firm. If the top ranked firm has been approved by the Council Consultant Selection Committee, staff will request permission from the committee to move to the second ranked firm. This process will continue until a mutual accord has been reached. Generally, this accord is reached with the first or second firm.

## **H. BYPASSING THE CONSULTANT SELECTION PROCESS**

### **1. Previous Working Relationships**

It is allowable for a local government, who has a satisfactory working relationship with a qualified professional services firm, to negotiate directly with that firm for further services. It will be the City's general practice to solicit requests for proposals even though it may have developed a satisfactory working relationship with a specific firm. However, it is possible that the city may choose to bypass the selection process and enter directly into a contract with a firm with which the City has previously worked. In this case the city will outline the uniqueness of the situation (i.e. It is Phase II of a multi phase project in which the selected consultant had completed Phase I).

### **2. Sole Source Consultant Selection**

Occasionally, it may be desirable (or necessary) to directly select a specific consultant for a given project. Reasons for directly selecting a specific consultant are normally

- a. Specific and unusual expertise offered by the consultant that other consultants do not have and which is necessary to properly accomplish a project.
- b. The consultant is recognized as being that much more competent than competitors in a given area that the process of selection would become moot.
- c. The consultant has significant prior knowledge of the project or relevant proprietary information that the use of the consultant would generate significant cost savings for the city.

### 3. Contracts Less than \$25,000

It is not always cost effective to follow the formal selection process for smaller contracts. If a contract is estimated to be less than \$25,000 it may be subject to a reduced selection process as follows.

- The project manager shall obtain approval of the City Manager;
- The project manager shall define the project scope and services ;
- The project manager shall consider firms that have the desired qualifications ;
- The firm selection process will consider the appropriate selection criteria
- Negotiations shall proceed with the Selected Firm and upon successful completion a contract will be forwarded to the City Manager for execution.

While this process is intended to follow the same basic principles as the formal process for contracts above \$25,000, the extent of documentation is reduced in the interest of cost effectiveness.

### 4. Contracts above \$50,000

Contracts above \$50,000 will require consideration by the Consultant Selection Committee and then the City Council. When submitting the consultant contract to the Consultant Selection Committee for approval, the cover memo/staff recommendation should include the rationale for the consultant selection decision. When submitting to City Council the cover memo should include the Consultant Selection Committee recommendation.

## I. SUMMARY

Ranking and negotiations involve a considerable amount of subjective judgment. Since consultant projects can involve a large expenditure of public funds, accountability for decisions and value judgments is most important. To ensure adequate accountability:

- Involve more than one knowledgeable person in the evaluation process.
- Be consistent in reviewing each applicant.
- Keep accurate and complete records of all correspondence, memos, evaluations and decisions.

Again, the primary purpose of undertaking this process for selection is to locate the most qualified firm to do the work and negotiate a fair and equitable agreement. Law prohibits the selection of specific consultants by the competitive bidding process although estimated costs may be a factor considered in overall proposal evaluation. It is important to note that the most qualified firm is not necessarily the largest firm. A selection is made based upon experience and expertise in projects of the same type. Conceivably, a small firm could be more qualified than a larger firm, depending on the project size, specialties, and time schedule.



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(c) Award of Professional Service Agreements to three firms to assist the City Utility Division with specialized Engineering services  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

Authorize the City Manager to execute Professional Service Agreements with three firms to assist the City Utility Division with specialized Engineering services, on an as needed basis.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

### BACKGROUND

The City desires to retain three (3) Engineering consultants for water and wastewater design services, construction management, utility plan review, third party reviews, including engineering services for mandated programs/reports from state, local and federal agencies, updating capital improvement plan (CIP) to support impact fee analysis, Risk Management Plans (RMP's), water and wastewater plant/system vulnerability Assessments (VA) and occasional troubleshooting of water and wastewater operational system issues.

The City solicited RFQ's for the aforementioned services and procurement staff publically advertised Request for Proposal # 20-324 on December 11, 2019. The advertisement was placed in the local newspaper for two consecutive weeks, posted on the City website, a link sent via email to many potential providers, and posted on the State of Texas Electronic State Business Daily site. Responses were due January 7, 2020 at 2:00 PM. The City received twelve (12) responses (see attached evaluation) to this solicitation.

The staff evaluation committee evaluated the responses received and short-listed three (3) firms based on qualifications. Staff recommendation was presented to the Planning, Development and Infrastructure (PDI) Council sub-committee on February 18, 2020. The PDI committee unanimously authorized staff to move forward based on the staff recommendation. A copy of the PDI committee "packet" that includes staff evaluations is included as supporting material for reference. Staff recommends a Professional Services Agreement with the three top evaluated firms, KIT Professionals, EHT/WRM and H.R. Green.

Staff recommends a Professional Services Agreement for not more than \$ 100,000 be negotiated and issued with the above three (3) firms on an as needed basis, as determined by the Director of Public Works. With this approval from City Council, this award will remain approved for one year from date of execution and two (2) automatic option years.

## BUDGET/FISCAL ANALYSIS

The Department Director anticipates that although we enter into contracts for these services, the source of funds to be utilized over the term of the agreements are unknown until specific assignments are identified. The following utility enterprise funds may be used to fund these contracts: Regional Surface Water Treatment Plant (540 and 542); Mustang Bayou Wastewater Treatment Plant and Lift Stations (505), and Mustang Bayou Water Treatment Plants (505); Steep Bank Flat Bank Wastewater Treatment Plant and Lift Stations (506); Utility Construction Fund (535); and the Mustang Bayou Water and Wastewater Impact Fees Funds (511 and 512). The General Fund (101) will not be used to fund these contracts.

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manager

**Financial/Budget Review:** Bertha P. Alexander, Budget & Financial Reporting Manager

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

## SUPPORTING MATERIALS

1. PDI Committee Packet

## STAFF'S RECOMMENDATION

Staff recommends City Council to authorize the Acting City Manager to enter into Professional Service Agreements with the three (3) firms to assist the City's Utility Division with specialized engineering services, on an as needed basis.

**Director Approval:** Shashi K. Kumar, P.E.

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson



## CITY OF MISSOURI CITY, TEXAS

### PLANNING, DEVELOPMENT AND INFRASTRUCTURE COMMITTEE

Vashaundra Edwards  
Chair  
Council At Large Position #1

JEFFREY L. BONEY  
Councilmember District B

FLOYD EMERY  
Councilmember District D

A meeting of the Planning, Development and Infrastructure Committee will be held on **Tuesday, February 18, 2020 at 7:00 p.m.** in the City Hall, Council Conference Room, 2<sup>nd</sup> Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, to consider the following:

1. **CALL TO ORDER**
  2. **DISCUSSION/POSSIBLE ACTION**
    - (a) Discuss consultant selection for utility engineering services and utility financial services, on as needed basis
  3. **ADJOURN**
-



## Public Works

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

To: The Planning, Development & Infrastructure (PDI) Committee

From: Glen A. Martel, Assistant City Manager  
Shashi K. Kumar, P.E., Director of Public Works and City Engineer

Date: February 17, 2020

Project: Utilities engineering and financial services - selection process for professional services (RFQ No's 20-324 and 20-322)

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### **Summary**

The City of Missouri is unique when it comes to the operation and management of its water and wastewater utilities. The Municipal Utility Districts (MUDs) provide retail utility services for most areas located within the City and its ETJ. However, the City operates two wastewater treatment plants in agreement with other MUDs; namely the Mustang Bayou Wastewater Treatment Plant (MB WWTP) and the Steep Bank Flat Bank Creek Wastewater Treatment Plant (SBFB WWTP). This approach was in an attempt to regionalize treatment plants to minimize cost of treatment due to economies of scale. In addition, the City administers the Groundwater Reduction Program (GRP) thru the GRP committee, which has oversight over the City's Regional Surface Water Treatment Plant (SWTP).

The City's utilities division currently has three (3) budgeted staff positions to provide oversight and management over the above noted utility functions. Currently, due to growth or regulatory requirements, all the two noted wastewater treatment plants and water plant is either being re-habilitated or expanded for additional capacity. The City also oversees the budgeting, billing and true-up related financial functions related to managing these utility accounts. The City has generally hired outside consultants (both engineering and financial) to augment City staff resources in administering its utility roles and responsibilities as and when needed.

With the above intent, on December 18, 2019, Missouri City posted two Request for Qualifications (RFQs 20-324 and 20-322) respectively for engineering and financial services. On January 17, 2020, the City received qualifications from twelve (12) engineering firms and five (5) financial services firms listed below:

### **Engineering Firms**

- KIT Professionals
- eHT/WRM
- HR Green
- Freese Nichols
- LAN, Inc.
- IDS
- AARC
- Kimley Horn
- Gunda Corp.
- Huitt Zollars
- Garver
- Amani Engineering

### **Financial Services Firms**

- Nelisa Heddin
- NewGen Strategies
- Raftelis/eHT
- TNR
- Wildan



## Public Works

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1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
[www.missouricitytx.gov](http://www.missouricitytx.gov)

Per the 2013 Consultant Selection Policy (attached), the City's staff selection committee, consisting of two (2) members from the public work department and the Assistant City Manager with oversight over Public Works, evaluated these firms. Public works staff committee members were comprised of one (1) utilities division staff and the director of public works. Per the consultant selection policy, each evaluator scored each firm independently and the evaluations were tallied after all evaluators completed their scoring. The evaluator tabulation for both engineering and financial services is also provided for reference. The top three (3) scoring firms for engineering services and two (2) firms for financial services were ranked in the order of their scoring and are listed below:

### **Ranked Engineering Firms**

1. KIT professionals
2. eHT/WRM
3. HR Green

### **Ranked Financial Services Firms**

1. Nelisa Heddin Consulting
2. NewGen Strategies

The selection committee conducted an objective evaluation of each of these firms based on the criteria established in the respective RFQ's for each category. Staff recommendation is to retain three (3) engineering firms selected above with unique expertise to augment staff engineering resources on an as needed basis. Similarly, staff recommends retaining the above two (2) financial service firms for financial services, also on an as needed basis. Funding for these services are paid from contractual services budgeted in each of these utility accounts.

### **Next Steps**

Staff recommends to the PDI committee to authorize City's project management staff to use the selected firms for utility engineering services and utility financial services, on as needed basis. Following authorization by the PDI Committee to begin negotiations with the top ranking firms, staff will develop a generic scope and cost proposal based on hourly rates. Finally, staff will recommend these firms to the City Council for the award of a professional services contract, which is anticipated in March 2020.

### **Attachments**

- 1) Evaluator Tabulation Engineering 20-324
- 2) Evaluator Tabulation Financial 20-322
- 3) Request for Qualifications (RFQ) Utility Civil Engineering 20-324
- 4) Request for Qualifications (RFQ) Utility Financial 20-322
- 5) Council Authorized Consultant Selection and Use Policy



**POSTING DATE: DECEMBER 18, 2019**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-322  
UTILITY FINANCIAL SERVICES**

**COMMODITY CODE(S): 946-48; 946-49**

**ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this RFQ, for the above referenced professional service must be received by the Purchasing Division of the Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 by **January 14, 2020**. Responses received after the specified time will be returned unopened. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp>

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LEGAL NAME OF CONTRACTING COMPANY

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CONTACT PERSON

TITLE

---

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

---

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP

---

COMPLETE STREET ADDRESS (if different)

CITY/STATE

ZIP

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AUTHORIZED SIGNATURE

## **SECTION I – GENERAL INFORMATION**

### **Introduction:**

The City of Missouri City (City), located southwest of Houston, is a growing progressive city with a population of approximately 75,000 people. The City has several Municipal Utility Districts that serve the vast majority of utility customers within the City and surrounding areas. The City has worked to encourage regionalization as a means of providing efficient utility services to the citizens of Missouri City. As part of this effort, the City has built and is operating two regional wastewater treatment plants (Mustang Bayou Wastewater Treatment Plant and the Steepbank/Flatbank Creek Wastewater Treatment Plant) and one Regional Surface Water Treatment Plant and two Groundwater Plants (Mustang Bayou Water System).

### **Scope:**

The Mustang Bayou Water System and Wastewater Treatment Plant serve multiple wholesale customers.. These plants also serve retail customers within the City's service area. The Steepbank/Flatbank Wastewater Treatment Plant provides wholesale service to seven wholesale customers. The City has an Agreement with each wholesale customer of these systems which describes the terms and conditions under which wholesale service is to be provided. Also, the City Administers the Ground Water Reduction Plan (GRP) and provides wholesale treated surface water to participants in the GRP plan. Among other things, the service agreements require the City to bill wholesale customers based upon a budget each year, and then requires the City to perform a "True-Up" based upon actual expenditures, customers and use on the systems each year.

The City desires to retain one or more consultant (s) to assist with the performance of the Fiscal Year Budgeting/Billing, which includes; true-ups, capacity analysis, oversizing and cost analysis, rate study/analysis, yearly financial performance analysis for utility funds related to debt, water rates and capital improvement projects, wholesale/retail cost analysis and other utility related financial services needed on a as needed basis by the City.

## ESTIMATED PROJECT SCHEDULE

Due date for RFQ:	January 14, 2020
Staff Recommendation to Subcommittee:	January, 2020
Professional Services Agreement Negotiations:	January, 2020
Professional Services Agreement Award:	February, 2020

All inquiries prior to the due date of the RFQ shall be emailed to Alan A. Phillips, [alan.phillips@missouricitytx.gov](mailto:alan.phillips@missouricitytx.gov)

The deadline for submitting questions is **5:00 PM, January 6, 2020**.

Note: With the exception of the time and due date of the RFQ, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

## **SECTION II – SUBMITTAL INSTRUCTIONS**

Submit two (2) copies, one marked as “Original” in a sealed package, along with one (1) electronic thumb drives to:

City of Missouri City  
Attn: Purchasing Office  
1522 Texas Parkway  
Missouri City, Texas 77489.

Submittal package must be sealed and marked with the following:  
**“RFQ No. 20-322 Utility Financial Services”**

Submittals received after the due date will not be accepted. The City of Missouri City is not responsible for submittals that are not properly marked or are delivered to the incorrect address.

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## **SECTION III- EVALUATION PROCESS**

### **1. GENERAL PROCEDURE**

The general procedure for soliciting and evaluating Request for Qualifications consists of:

- (a) City staff selection committee will evaluate the qualifications received from respondents in accordance with the Council Authorized consultant selection policy and prepare a short list of three to five submissions.
- (b) City staff may present the proposed short-list to the Planning Development and Infrastructure (PDI) Committee for review.
- (c) Firms on the resultant short list may be invited to appear for separate presentations to the staff selection committee. This staff selection committee will include project manager and other appropriate staff as designated by the department director. . The presentation should define the respondents understanding of the project, set forth the approach to the project and establish the experience of the personnel assigned to the project.
- (d) Following the staff selection committee review of the presentations, a final ranking of the short listed firms will be prepared and authorization to negotiate with top ranking firm (s) is obtained from the PDI committee. Upon that, all short listed firms will be notified.
- (e) Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with the City's project manager to develop a detailed proposed scope of work and a schedule of fees for that work. If the City staff is unable to successfully negotiate a contract with the top-ranking firm, then the City staff will proceed to meet with the second ranking firm and enter negotiations with that firm. This process will be repeated until a successful contract negotiation has occurred, or the City terminates the process. Depending on the scope and associated fees (contract amount), the contract may be placed before City Council for authorization.

### **2. EVALUATION CRITERIA**

As a basis for evaluating the qualifications, the following elements merit consideration:

- (a) The qualifications of the assigned Principal/Project Manager. (15 points)

- (b) The firm's past experience in performing similar assignments for other owners, and the overall reputation of the firm. (15 points)
- (c) The depth of experience of the firm in the particular field. (15 points)
- (d) Ability to assign qualified staff that will be in responsible charge of the projects and will be able to complete the work within the time schedule required. (15 points)
- (e) Location of project staff with respect to the general geographic area of the project. (5 points)
- (f) The consultant has, on past projects, demonstrated innovative concepts. (10 points)
- (g) Previous experience on municipal projects. (10 points)
- (h) Knowledge of local conditions. (15 points)

#### **SECTION IV – RESPONDENT SUBMISSION REQUIREMENTS**

##### **1. SUGGESTED FORMAT OF RESPONSE**

The suggested general format should be as follows:

- (a) A letter of interest, signed by a principle of the firm, with a statement as to the availability of the firm to complete the work within the stated time period (limited to one page).
- (b) A demonstration of the firms understanding of the project through an outline of their suggested approach to the project (limited to three pages).
- (c) Evidence of the firm's ability to perform the work.
- (d) Experience of the staff who would be assigned to the project team including sub-consultants. Provide name, location, role, percentage of time devoted

to the project, related experience, and team experience for each team member. (limit to two pages per team member)

- (e) Three sample projects, similar in scope to this project that best illustrates team capabilities (limited to two pages per project).
- (f) A breakdown of effort related to technical, managerial and administrative functions. (limited to two pages).
- (g) References, including names and telephone numbers of previous clients with similar projects. (limited to one page).

## **SECTION V – GENERAL TERMS AND CONDITIONS**

### **1. NO CONTACT PERIOD**

All inquiries regarding this solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Missouri City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any respondent. However, nothing in this paragraph shall prevent a respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

### **2. SPECIFICATION CHANGES**

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the following sites:

<http://www.txsmartbuy.com/sp>

### **3. IMPLEMENTATION OF HOUSE BILL 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Any and all resultant contracts of this RFQ will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill 1295 Certificate of Interested Parties. Login Information, Forms, and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the instructional video for Business Entities and review the FAQ's prior to proceeding with the filling. A certification will require the respondent to enter a contract/solicitation number in Box 3. That number for this solicitation is **RFQ No. 20-322**

#### **4. VALIDITY OF RESPONSE**

The response submitted shall be valid for a period for up to ninety (90) days after the date of opening for negotiation, acceptance and award by the City.

#### **5. CONTRACT**

The City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is attached under separate cover.

## SAMPLE AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, CONTRACTOR Name. ("CONTRACTOR"), located at Address and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin start date and shall terminate end date.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. . Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** CONTRACTOR shall be paid for the services and reimbursable travel expenses, if any, as set forth in **Exhibit B**. CITY shall pay CONTRACTOR in accordance with the Texas Government Code, Chapter 2251. CONTRACTOR must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, CONTRACTOR shall submit an amended invoice covering any remaining charges to CITY.

**Section 4. Travel:** CONTRACTOR **shall/shall not** be reimbursed for travel conducted in the pursuit of this Agreement and appropriate per diem as outlined in **Exhibit B**. Documentation, which shall consist of original receipts, of travel costs, including, but not limited to, hotel and transportation costs, shall be provided by the CONTRACTOR for all travel-related expenses, except mileage from the CONTRACTOR's personal automobile.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this

Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent CONTRACTOR and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of City Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY'S discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR'S possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Conflict of Interest:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

**Section 14. Insurance:** For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies),. CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR's, its

officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 15. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City , and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, subCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide engineering or architectural services, as applicable, hereunder as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of engineering and architectural services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

**Section 16. Force Majeure:** Neither CITY nor CONTRACTOR will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**Section 17. Notices:** Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

**Section 18. Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, CONTRACTOR certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Section 19. Jurisdiction:** CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 20. Prohibition on Boycotting Israel.** Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 22. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 23. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 24. Address and Notices and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

NAME OF CONTRACTOR  
ADDRESS  
PHONE  
EMAIL

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**Section 25. Authority:** CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Reviewed by: \_\_\_\_\_  
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR**

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Atkinson – Assistant City Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*If more than \$25K\*\*\*\*

\_\_\_\_\_  
Anthony Snipes – City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES**

Scope of Services

**EXHIBIT "B"**  
**COMPENSATION**



Utility Financial Services

<u>Respondent</u>	<u>1</u>	<u>2</u>	<u>3</u>			<u>Total</u>
Nelisa Heddin	104.6	87	96			287.6
NewGen	94.1	82	94			270.1
Raftelis/eHT	80.3	82	86			248.3
TNR	47.4	72	76			195.4
Wildan	90	79	77			246
						0
						0



**POSTING DATE: DECEMBER 18, 2019**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-324  
ENGINEERING SERVICES, UTILITIES**

**COMMODITY CODE(S): 925-87; 925-96; 925-97**

**ISSUED BY THE PURCHASING OFFICE OF THE CITY OF MISSOURI CITY, TEXAS**

Sealed responses, subject to the terms and conditions of this RFQ, for the above referenced professional service must be received by the Purchasing Division of the Missouri City, at City Hall, 1522 Texas Parkway, Missouri City, Texas 77489 by **January 14, 2020**. Responses received after the specified time will be returned unopened. All necessary information and addendums may be obtained from the following websites: <http://www.txsmartbuy.com/sp> or <https://www.demandstar.com/Default.asp>

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LEGAL NAME OF CONTRACTING COMPANY

---

CONTACT PERSON

TITLE

---

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

---

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP

---

COMPLETE STREET ADDRESS (if different)

CITY/STATE

ZIP

---

AUTHORIZED SIGNATURE

## SECTION I – GENERAL INFORMATION

The City of Missouri City is accepting statements of qualifications from qualified professional engineers for water and wastewater design services, construction management, utility plan review, third party reviews, including engineering services for mandated programs/reports from state, local and federal agencies regarding programs like American Water Infrastructure Act 2018 (AWIA), Risk Management Plans (RMP's), water and wastewater plant/system vulnerability Assessments (VA) and occasional troubleshooting of water and wastewater operational system issues.

The City is seeking statements of qualifications from interested civil engineering firms with expert water and wastewater knowledge. It is the intent of the City to create a short list firms and will rotate firms on as needed based on specific requirements of the project.

The responses received will be evaluated and ranked by City's staff selection committee in accordance with the Council authorized consultant selection policy. The City will then enter negotiations with the highest ranked respondent (or top three respondents to be rotated) with the objective of entering into contract for services at a mutually agreeable cost. All costs involved with preparing a submittal, including any interview travel expenses, are the responsibility of the respondent.

### **ESTIMATED PROJECT SCHEDULE**

Due date for RFQ:	January 14, 2020
Staff Recommendation to Subcommittee:	January, 2020
Professional Services Agreement Negotiations:	February, 2020
Professional Services Agreement Award:	February, 2020

All inquiries prior to the due date of the RFQ shall be emailed to [Alan.phillips@missouricitytx.gov](mailto:Alan.phillips@missouricitytx.gov). The deadline for submitting questions is 5:00 PM, **January 6, 2020**

Note: With the exception of the time and due date of the RFQ, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

## SECTION II - SUBMITTAL INSTRUCTIONS

Submit three (3) copies, one marked as "Original" in a sealed package, along with one (1) electronic thumb drive to:

City of Missouri City  
Attn: Purchasing Office  
1522 Texas Parkway  
Missouri City, Texas 77489.

Submittal package must be sealed and marked with the following:

## **“RFQ No. 20-324-Engineering Services-Utilities”**

Submittals received after the due date will not be accepted. The City of Missouri City is not responsible for submittals that are not properly marked or are delivered to the incorrect address.

### **SECTION III- EVALUATION PROCESS**

#### **1. GENERAL PROCEDURE**

The general procedure for soliciting and evaluating Request for Qualifications consists of:

- (a) City staff selection committee will evaluate the qualifications received from respondents in accordance with the Council Authorized consultant selection policy and prepare a short list of three to five submissions.
- (b) City staff may present the proposed short-list to the Planning Development and Infrastructure (PDI) Committee for review.
- (c) Firms on the resultant short list may be invited to appear for separate presentations to the staff selection committee. This staff selection committee will include project manager and other appropriate staff as designated by the department director. . The presentation should define the respondents understanding of the project, set forth the approach to the project and establish the experience of the personnel assigned to the project.
- (d) Following the staff selection committee review of the presentations, a final ranking of the short listed firms will be prepared and authorization to negotiate with top ranking firm (s) is obtained from the PDI committee. Upon that, all short listed firms will be notified.
- (e) Negotiations will be initiated with the top-ranked firm on the short list. The firm will be contacted and requested to meet with the City’s project manager to develop a detailed proposed scope of work and a schedule of fees for that work. If the City staff is unable to successfully negotiate a contract with the top-ranking firm, then the City staff will proceed to meet with the second ranking firm and enter negotiations with that firm. This process will be repeated until a successful contract negotiation has occurred, or the City terminates the process. Depending on the scope and associated fees (contract amount), the contract may be placed before City Council for authorization.

## **2. EVALUATION CRITERIA**

As a basis for evaluating the qualifications, the following elements merit consideration:

- (a) The qualifications of the firm.
  - (b) The specific services offered by the firm as related to the City's needs.
  - (c) The firm's past experience in performing similar assignments for other government entities, and the overall reputation of the firm.
  - (d) The depth of proven experience of the firm for the engineering and design services requested herein.
  - (e) Responses of references.
-

## **SECTION IV - RESPONDENT SUBMISSION REQUIREMENTS**

### **1. SUGGESTED FORMAT OF RESPONSE**

The suggested general format should be as follows:

- (a) A letter of interest, signed by a principle of the professional firm, with a statement as to the availability of the firm to complete the work within the stated time period (limited to one page).
- (b) A demonstration of the firms understanding of the project through an outline of their suggested approach to the project (limited to five pages).
- (c) Evidence of the firm's ability to perform the work.
- (d) Experience of the staff who would be assigned to the project team including sub-consultants. Provide name, location, role, percentage of time devoted to the project, related experience, and team experience for each team member. (limit to two pages per team member)
- (e) Three sample projects, similar in scope to this project that best illustrates team capabilities (limited to 3 pages per project).
- (f) A breakdown of effort related to technical, managerial and administrative functions.
- (g) References, including names and telephone numbers of previous clients with similar projects.

## **SECTION V - GENERAL TERMS AND CONDITIONS**

### **1. NO CONTACT PERIOD**

All inquiries regarding this solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Missouri City, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any respondent. However, nothing in this paragraph shall prevent a respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City

Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

## **2. SPECIFICATION CHANGES**

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the following site:

<http://www.txsmartbuy.com/sp>

## **3. IMPLEMENTATION OF HOUSE BILL 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Any and all resultant contracts of this RFQ will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill 1295 Certificate of Interested Parties. Login Information, Forms, and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the instructional video for Business Entities and review the FAQ's prior to proceeding with the filling. A certification will require the respondent to enter a contract/solicitation number in Box 3. That number for this solicitation is **RFQ No. 20-324**

## **4. VALIDITY OF RESPONSE**

The response submitted shall be valid for a period for up to ninety (90) days after the date of opening for negotiation, acceptance and award by the City.

## **5. CONTRACT**

The City will enter agreement with the successful firm using the City's own contract document only. A sample copy of the contract to be used is included.

## SAMPLE AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, CONTRACTOR Name. ("CONTRACTOR"), located at Address and the City of Missouri City ("CITY"), Texas, a municipal corporation of the State of Texas, located at 1522 Texas Parkway, Missouri City, Texas 77489.

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in **Exhibit A** ("Services), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in **Exhibit A**. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin start date and shall terminate end date.

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. . Upon termination, CITY shall pay CONTRACTOR, at the rate set out in **Exhibit B**, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** CONTRACTOR shall be paid for the services and reimbursable travel expenses, if any, as set forth in **Exhibit B**. CITY shall pay CONTRACTOR in accordance with the Texas Government Code, Chapter 2251. CONTRACTOR must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, CONTRACTOR shall submit an amended invoice covering any remaining charges to CITY.

**Section 4. Travel:** CONTRACTOR **shall/shall not** be reimbursed for travel conducted in the pursuit of this Agreement and appropriate per diem as outlined in **Exhibit B**. Documentation, which shall consist of original receipts, of travel costs, including, but not limited to, hotel and transportation costs, shall be provided by the CONTRACTOR for all travel-related expenses, except mileage from the CONTRACTOR's personal automobile.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written

permission from the CITY. The CITY'S fiscal year is October 1 through September 30. If this Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent CONTRACTOR and is not an employee, partner, joint venture, or agent of CITY. CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to City of Missouri City employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of City Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY's discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. CONTRACTOR shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services

provided under this agreement or the engagement of CONTRACTOR without the prior written approval of CITY.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Conflict of Interest:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

**Section 14. Insurance:** For the entire term of the Agreement ("Term"), CONTRACTOR shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies), CONTRACTOR shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. CONTRACTOR shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. CONTRACTOR shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. The CONTRACTOR shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or

cancellation. The CONTRACTOR shall provide a replacement Certificate of Insurance prior to such change or cancellation. The CONTRACTOR agrees to waive all the CONTRACTOR's, its officers, employees, agents, assigns, and successors' rights of subrogation, except under the Professional Liability, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 15. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, subCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at CONTRACTOR's expense, by or through attorneys reasonably satisfactory to the CITY. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide engineering or architectural services, as applicable, hereunder as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of engineering and architectural services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

**Section 16. Force Majeure:** Neither CITY nor CONTRACTOR will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**Section 17. Notices:** Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they

appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

**Section 18. Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, CONTRACTOR certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Section 19. Jurisdiction:** CITY and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 20. Prohibition on Boycotting Israel.** Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**Section 22. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 23. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 24. Address and Notices and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

NAME OF CONTRACTOR  
ADDRESS  
PHONE  
EMAIL

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City  
Attn: Procurement and Risk Management  
1522 Texas Parkway  
Missouri City, Texas 77489  
[purchasing@missouricitytx.gov](mailto:purchasing@missouricitytx.gov)

**Section 25. Authority:** CONTRACTOR warrants and represents that CONTRACTOR has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Reviewed by: \_\_\_\_\_  
Shannon Pleasant, CTPM - Procurement & Risk Manager

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR**

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Atkinson – Assistant City Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*If more than \$25K\*\*\*\*

\_\_\_\_\_  
Anthony Snipes – City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES**

Scope of Services

**EXHIBIT "B"**  
**COMPENSATION**



## Utility Engineering Services

<u>Respondent</u>	<u>1</u>	<u>2</u>	<u>3</u>		<u>Total</u>
KIT Professionals	20	18.6	20		58.6
EHT/WRM	20	18	19		57
HR Green	16	17.8	19		52.8
Freese Nichols	18	15.6	17		50.6
LAN, Inc.	12	16.7	17		45.7
IDS	16	16.4	16		48.4
AARC	8	16.1	16		40.1
Kimley Horn	15	15.8	15		45.8
Gunda	10	14.9	15		39.9
Huiett Zollars	17	15.5	15		47.5
Garver	15	15.1	14		44.1
Amani	13	15.5	14		42.5



**Council Agenda Item Cover Memo**  
**May 6, 2013**

**To:** Mayor and City Council  
**Agenda Item:** 6(i) Consider authorizing a Consultant Selection Policy  
**Submitted by:** Scott Elmer, Assistant City Manager

**SYNOPSIS**

Staff proposes the use of a consultant selection policy to assure the selection of consultants for specialized services, such as: engineering, environmental planning, management, training, and scientific consultant services, will occur in an effective, legal, timely, and impartial manner.

**BACKGROUND**

The purpose of utilizing a consultant selection policy is to locate the most qualified firm to perform required work and negotiate a fair and equitable agreement. Law prohibits the selection of specific consultants by the competitive bidding process although estimated costs may be a factor considered in overall proposal evaluation.

The consultant selection policy applies only to contracts for professional services, the selection of which should be primarily based on the qualifications of a selected consulting firm. Professional services include (but are not limited to): registered architects, registered engineers, land surveyors, and certified real estate appraisers.

The policy requires a qualifications based selection (QBS) process be used to ensure the following: projects are designed in a manner that is safe, innovative, environmentally sound, and cost effective over the project's life cycle. The QBS process also makes it more likely to obtain a qualified service provider than through competitive bidding, and also allows small firms to compete for contracts.

The attached consultant selection policy is intended to be used as internal policies and procedures; an outline of the policy is as follows:

- Assessment of Need: The project manager will generate a description of the consultant need or draft a Request for Qualifications (RFQ), a general scope of services and budget estimate for the Department Director or City Manager for consideration.
- Develop Scope of Services: A written scope of services will assure potential respondents address the project properly and effectively by articulating all known parameters of the project.
- RFQ Evaluation & Consultant Selection: Evaluation criteria will be established in accordance with the firm's principals' and employees' education, experience, and expertise

with particular attention to their qualifications, competence and past performance on similar projects.

- The policy also lists other criteria that may be used in the selection process, such as: firm's project approach, availability of equipment and facilities, present workload, financial stability, proximity of the firm to the project site or city offices, and firm's history working with the city.
- A staff selection committee, including the Department Director, will be created to perform various tasks in the selection process, such as: evaluation of need, solution approach, and review of consulting firm qualifications.
- Negotiating Agreements: The project manager will begin negotiations with the number one ranked firm by working on refining the fee schedule and project scope to reach a mutual understanding.
- Bypassing the consultant selection process: Although the general practice will be to solicit requests for qualifications, the policy allows for staff to negotiate directly with a firm that has previously established a satisfactory working relationship with a qualified professional services firm.
  - Contracts less than \$25,000: are less cost effective to follow the formal selection process, therefore the project manager will obtain approval of the City Manager before proceeding with negotiating directly with a qualified firm;
  - Contracts above \$50,000: will require consideration by the Consultant Selection Committee and then the City Council.

<b>FISCAL ANALYSIS</b>
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No direct impact.

<b>SUPPORTING MATERIALS</b>
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1. Consultant Selection Policy.

<b>STAFF'S RECOMMENDATION</b>
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Staff recommends authorizing the attached consultant selection policy.

## CONSULTANT SELECTION AND USE POLICY

### A. PHILOSOPHY STATEMENT

Due to the availability of resources, the City of Missouri City has traditionally operated city government under the “generalist” philosophy. A generalist is a person without deep expertise in any one area but with a broad understanding of multiple areas. For example, some doctors are general practitioners, capable of dealing with a wide range of medical issues but not specialists in one type of medicine. The most important aspect of being a generalist is the ability to see the intersection between different aspects of the business. For instance, it's not helpful to know a little about design and a little about marketing if you don't have any insight into how design issues affect marketing considerations, and vice versa. Most cities don't have the budget or the dedicated workload to hire specialists, so they employ generalists with a wider range of skills. According to experts, it takes 10,000 hours of practice to master a specific discipline. Specialists are professionals who take the time and effort needed to become experts at one aspect of a particular business. For instance, some doctors specialize in a specific area of medicine, such as hand and wrist surgery. The advantage of hiring a specialist is that the person is a true expert in the field, with a deep understanding of the nuances of a particular problem. When a city needs a professional with a much higher than average skill at some aspect of a project, it will hire a specialist to fill that role. This has the advantage of reducing costs by not maintaining staff and equipment that is only needed in specific situations. This philosophy also avoids the “opportunity costs” of city staff being dedicated to a specific area of expertise at the expense of spending resources on other necessary activities. The disadvantage of hiring a staff specialist is that the expert may be less knowledgeable about other aspects of the business and may become less valuable to the city if the situation changes.

The City of Missouri City has had and will continue to have the need for engineering, environmental planning, management, training and scientific consultant services. To assure the consultant selection occurs in an effective, legal, timely and impartial manner the following procedures will be used.

The following consultant selection policies and procedures are intended as internal policies and procedures. The policies and procedures grant no contractual rights, either substantive or procedural, in the consultant selection process.

### B. PROFESSIONAL SERVICES vs. TRADITIONAL PROCUREMENT

Contracts for professional services are exempt from complying with the provisions of Texas Government Code, Chapter 2254, Subchapter B. As outlined by the federal Brooks Act, professional services should be based primarily upon the qualifications of the selected firm. The philosophy behind qualifications based selection (QBS) is:

- QBS ensures that projects are designed in a manner that is safe, innovative, environmentally sound, and cost-effective over the project's life cycle;
- QBS allows life-cycle costs such as construction, operations, and maintenance to be factored into project design;

- The procuring agency is more likely to obtain a qualified service provider through QBS than through competitive bidding because the QBS procedure requires respondents to submit information that outlines the applicability of their qualifications to the particular project at hand;
- It allows small firms to compete for contracts based on quality of services provided on equal footing with larger firms. Larger firms would have a distinct advantage if competitive bidding were based solely on price

The following services are considered “professional” by Texas statute.

- Registered architects;
- Registered engineers;
- Optometrists;
- Land surveyors;
- Physicians and surgeons;
- Certified public accountants;
- Registered nurses;
- Certified real estate appraisers.

Contracted services by the above professionals that fall outside their scope of practice may be governed by other procurement requirements. For example, management consulting services by a certified public accountant would not be exempt as a professional service. Services outside of the contracted services listed above follow the appropriate Texas statutes on procurement.

### **C. ASSESSMENT OF NEED**

The project manager shall generate a brief description of the consultant need or draft Request for Proposal/Qualifications, a general scope of services and budget estimate to the Department Director or City Manager, as appropriate, for consideration. Consultant services are generally used to obtain the following:

1. Expertise of a specialized nature which is not available within the department or from another department;
2. Outside expertise to provide a new, impartial or broader perspective on a specific project or process;
3. The skill of experts whose established prestige can contribute to important projects;
4. Performance of one-time projects of limited duration that do not warrant additional, permanent staff;
5. On time delivery of projects due to deadlines, compressed project schedules and/or existing staff workload;

6. Innovative solutions and/or processes due to a new viewpoint, a broader base of experience or a larger team of disciplines and experience;
7. Better risk management through shifting the risk to a consultant with total control of the project and/or design;
8. Cost effectiveness due to an integrated project team and economies of scale; and
9. Legal compliance with state and/or federal regulations that require specific design professionals or licensed disciplines.

Consultant services should not be used to:

1. Make policy or managerial decisions that are the direct responsibility of department management;
2. Circumvent personnel ceilings, pay limitations or competitive employment procedures;
3. Supervise permanent employees,
4. Perform routine, long-term tasks that are normally the responsibility of permanent employees. The exception to this would be the use of operation specific companies (i.e utility operators) or term contracts for maintenance operations (i.e, on-call plumbing specialists).

#### **D. DEFINING THE PROJECT AND DEVELOPING A SCOPE OF SERVICES**

A staff selection committee made up of the appropriate Department Director or his or designee, project manager and other appropriate staff shall be created to perform various tasks in the selection process. The Director may also invite other individuals with specific expertise to sit on the selection committee when appropriate. There is no minimum size established for the selection committee and there may be occasions when the selection committee is a single person. A comprehensive evaluation of the problem or need which resulted in the project is essential to the consultant selection process. The solution, approach, and eventually the approach for the project will evolve out of the expertise offered by the firm responding to the request for proposals/qualifications. A specific scope of services will develop out of contract negotiations with the firm ranked most appropriate for the project. But in order to assure the respondents address the project properly and effectively, it is important to clearly articulate all known parameters of the project.

A written scope of service can be one or more pages, depending on the project size, to clearly define the scope of the service desired. This information should involve the following processes:

1. Describe in general terms the need, purpose and objective of the project.
2. Identify the various project components.
3. Set the desired timetable for the effort.

4. Identify expected problems.
5. Determine the approximate project cost range or budget if applicable.
6. Determine if hourly rates and/or project component costs are appropriate to review as part of the Request for Proposals
7. Identify information, data or services that will be provided by SMC, if any.

#### **E. REQUESTS FOR PROPOSALS/QUALIFICATIONS (RFP/RFQ)**

When a need for consulting services has been determined, and a scope of services has been prepared, the selection committee will review and approve the RFP/RFQ. The City Purchasing Manager will oversee the RFP/RFQ process. The RFP/RFQ process will be conducted in accordance with the process outlined under state law and in accordance with generally accepted purchasing guidelines.

#### **F. RFP/RFQ EVALUATION AND CONSULTANT SELECTION**

Typical criteria for both evaluating and ranking firms may include but not be limited to the following:

1. The education, experience and expertise of the firm's principals and employees who will be assigned key project responsibilities, with particular attention to their qualifications, competence and past performance.
2. The firm's general experience and history of performance on projects similar to the one under consideration with references. Recommendations and opinions of each firm's previous clients as to the ability to meet deadlines and remain within budget. Prior clients may also be able to advise as to each firm's sense of responsibility; attitudes of key personnel; concern for economy, efficiency and environment; and quality of service.
3. Availability of equipment and facilities to do the needed work expeditiously. If necessary, perform an on-site examination to observe each firm's facilities and the sites of current and/or completed projects, including computer capability, reproduction and communication equipment, laboratory and testing equipment, or other specialized equipment applicable to the project under consideration.
4. The firm's approach to plan development, organization and management of a project effort, including communication procedures, approach to problem solving, data gathering methods, evaluation techniques and similar factors.
5. Present workload with attention to current and future commitments of available personnel - particularly those key persons expected to be assigned to the project.
6. Financial stability, with particular attention to avoiding a situation in which the firm is solely dependent upon income from the project at hand for its existence.
7. Proximity of the firm to the proposed project site and/or city offices.

8. Awards received by the firm and technical papers authored by employees that are relevant to the project under consideration.

9. If the City has worked successfully with a specific firm and can cite any or all of the following advantages:

- The firm's personnel are acquainted with the agency's organization and local conditions.
- Information from the files of past assignments is of great importance.
- Compatibility with agency organization is assured.
- A smooth start-up and satisfactory progress will result since both parties will be dealing with known factors.

10. Hourly rates and other applicable fees and breakdowns of requested project costs at the stage appropriate under state law.

The selection committee shall arrive at a consensus of which criteria should be evaluated and a per criteria weighting value. The weight given each evaluation criterion in the ranking process may vary from project to project. In all projects where estimated project costs are received, cost information shall not be used as sole criteria nor shall it have the greatest weight for ranking purposes. Using the agreed criteria, the project manager shall establish a maximum of 5 short listed firms. Individual firm scoring shall be withheld until the selection committee rankings are completed. The selection committee, upon agreement of the short listed firms, shall rank the firms, in order of preference, to establish an ordinal ranking. A summary of the selection shall be prepared noting the criteria, weightings, and ranking of the top firms. The final product shall be a recommended firm and a short list of the top firms.

#### **G. NEGOTIATING AN AGREEMENT WITH THE SELECTED FIRM**

The Project Manager or his or her designee will meet with the number one ranked firm to clarify the scope of the project in more detail. At this time, it is appropriate to ask for a fee schedule and refinements.

a. Scope of Project. An important objective of the negotiation process is to reach a complete and mutual understanding of the scope of professional services to be provided and the degree of performance desired. The general scope of professional services developed during the selection process, may be too broad to serve as the contract scope of service. The negotiation process offers the opportunity for refinement, amendment and complete definition of the services to be rendered, as well as the areas of responsibility and liability for those services. Mutual understanding on these points, at the negotiation stage, can minimize the possibility of misunderstanding as the project progresses.

Special elements of the project to be established during negotiation include:

1. Project schedule
2. Project Approach
3. Manpower requirement & timing

4. Level of effort
5. Avenues of research
6. Areas of responsibility/liability
7. Detailed Definition of "Deliverable"
8. All identifiable project costs and contract "not to exceed" amount
9. Add Alternates - scope and cost estimates

b. Negotiate Agreement Terms. Contracts between the City and consulting firms must be set forth in fully executed agreements. All subcontractors or sub consultants shall be approved by the city prior to execution of the final contract. If the city is able to reach an agreement with the firm and if the fee is within range of the budget, the city will proceed to finalize an agreement. If problems arise with the scope of the project or the fee, further discussion and clarification may be required.

c. If the City cannot agree on the scope and fee, the City will drop negotiations with the top ranked firm and continue the process with the second ranked firm. If the top ranked firm has been approved by the Council Consultant Selection Committee, staff will request permission from the committee to move to the second ranked firm. This process will continue until a mutual accord has been reached. Generally, this accord is reached with the first or second firm.

## **H. BYPASSING THE CONSULTANT SELECTION PROCESS**

### **1. Previous Working Relationships**

It is allowable for a local government, who has a satisfactory working relationship with a qualified professional services firm, to negotiate directly with that firm for further services. It will be the City's general practice to solicit requests for proposals even though it may have developed a satisfactory working relationship with a specific firm. However, it is possible that the city may choose to bypass the selection process and enter directly into a contract with a firm with which the City has previously worked. In this case the city will outline the uniqueness of the situation (i.e. It is Phase II of a multi phase project in which the selected consultant had completed Phase I).

### **2. Sole Source Consultant Selection**

Occasionally, it may be desirable (or necessary) to directly select a specific consultant for a given project. Reasons for directly selecting a specific consultant are normally

- a. Specific and unusual expertise offered by the consultant that other consultants do not have and which is necessary to properly accomplish a project.
- b. The consultant is recognized as being that much more competent than competitors in a given area that the process of selection would become moot.
- c. The consultant has significant prior knowledge of the project or relevant proprietary information that the use of the consultant would generate significant cost savings for the city.

### 3. Contracts Less than \$25,000

It is not always cost effective to follow the formal selection process for smaller contracts. If a contract is estimated to be less than \$25,000 it may be subject to a reduced selection process as follows.

- The project manager shall obtain approval of the City Manager;
- The project manager shall define the project scope and services ;
- The project manager shall consider firms that have the desired qualifications ;
- The firm selection process will consider the appropriate selection criteria
- Negotiations shall proceed with the Selected Firm and upon successful completion a contract will be forwarded to the City Manager for execution.

While this process is intended to follow the same basic principles as the formal process for contracts above \$25,000, the extent of documentation is reduced in the interest of cost effectiveness.

### 4. Contracts above \$50,000

Contracts above \$50,000 will require consideration by the Consultant Selection Committee and then the City Council. When submitting the consultant contract to the Consultant Selection Committee for approval, the cover memo/staff recommendation should include the rationale for the consultant selection decision. When submitting to City Council the cover memo should include the Consultant Selection Committee recommendation.

## I. SUMMARY

Ranking and negotiations involve a considerable amount of subjective judgment. Since consultant projects can involve a large expenditure of public funds, accountability for decisions and value judgments is most important. To ensure adequate accountability:

- Involve more than one knowledgeable person in the evaluation process.
- Be consistent in reviewing each applicant.
- Keep accurate and complete records of all correspondence, memos, evaluations and decisions.

Again, the primary purpose of undertaking this process for selection is to locate the most qualified firm to do the work and negotiate a fair and equitable agreement. Law prohibits the selection of specific consultants by the competitive bidding process although estimated costs may be a factor considered in overall proposal evaluation. It is important to note that the most qualified firm is not necessarily the largest firm. A selection is made based upon experience and expertise in projects of the same type. Conceivably, a small firm could be more qualified than a larger firm, depending on the project size, specialties, and time schedule.



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 2, 2020

**To:** Mayor and City Council  
**Agenda Item:** 10(a) Service Charge for Dishonored Credit Card Payments  
**Submitted by:** Allena Portis, Director of Financial Services

### SYNOPSIS

Currently the City charges a returned check fee of \$30 for dishonored checks. Staff is requesting to amend the current policy to include a service charge as allowed by state statute for credit cards that are not honored.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

### BACKGROUND

Local Government Code Section 132.002 authorizes the governing body of a municipality accept payment for fees, fines and other charges by credit card. Local Government Code Section 132.004 states that:

“If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the county or municipality may collect a service charge from the person who owes the fee, fine, court cost, or other charge. The service charge is in addition to the original fee, fine, court cost, or other charge and is for the collection of that original amount. The amount of the service charge is the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds.”

Currently the City charges a returned check fee of \$30 for dishonored checks. Staff is requesting to amend the current policy to include a service charge as allowed by state statute for credit cards that are not honored.

When a credit card is dishonored, it means that a previous transaction was invalid and will not be honored by the card issuer, even though the transaction was previously approved. Also known as a chargeback, this can occur when the card in question is reported stolen or in the case of fraudulent use.

The service charge will assist in recovering the cost of bank fees and staff time dealing with reconciliations and efforts to recover revenue associated with the dishonored payment.

### SUPPORTING MATERIALS

1. Proposed Ordinance
2. Changes marked

### STAFF'S RECOMMENDATION

Staff recommends adoption of the ordinance.

**Director Approval:** Allena Portis, Director of Financial Services

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson

ORDINANCE NO. O-20-\_\_\_

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CHAPTER 34, FINANCE AND TAXATION, OF THE MISSOURI CITY CODE; AUTHORIZING FORMS OF PAYMENT; PROVIDING FOR RETURN CHECK FEES; PROVIDING FOR CREDIT CARD SERVICE CHARGE; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, Section 132.002 of the Texas Local Government Code authorizes the City of Missouri City (the City) to accept credit cards for the payment of a fee, fine, court cost, or other charge being paid to the City; and

WHEREAS, Section 132.004 of the Texas Local Government Code authorizes the City to collect a service charge for any credit card payment that is not honored by a credit card company or bank; and

WHEREAS, Section 132.006 of the Texas Local Government Code requires the City to deposit any fee or charge under Chapter 132 of the Texas Local Government Code into the general fund of the City; and

WHEREAS, the City Council of the City of Missouri City (the City Council) finds it necessary to amend Chapter 34, Finance and Taxation, of the Missouri City Code to provide for said change; now, therefore

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

Section 1. The Missouri City Code is hereby amended by deleting Section 34-2 of Article I of Chapter 34 thereof, and substituting therefor, a new Section 34-2 of Article I of Chapter 34 to provide as follows:

**“Chapter 34 – FINANCE AND TAXATION**

**ARTICLE I. IN GENERAL**

.....

**Sec. 34-2. – Authorized payments, returned check fees, and credit card service fees.**

- a. Payment for the amount due on an account, fee, fine, court cost, or other charge may be in the form of cash, personal check, cashier's check, money order, or credit card.

- b. The city may collect a service fee of not more than \$30.00 or the maximum allowed by state law for any check tendered to the city that has been dishonored and returned unpaid for non-sufficient funds, a closed account, or any other similar reason.
- c. The city may collect a service charge of not more than \$30.00 or the maximum allowed by state law for any payment by credit card that is not honored by the credit card company or bank on which the funds are drawn, or any other similar reason.
- d. Payment for the amount due on an account, fee, fine, court cost, or other charge, which cannot be processed for any reason, must be in the form of cash, cashier's check, or money order. The city manager or his designee may require that all future payments on said account are made in the form of cash, cashier's check, or money order.
- e. The city official collecting a fee or charge under this section shall deposit the fee or charge into the general fund of the city."

Section 2. *Repeal.* All ordinances or parts of ordinances in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 3. *Severability.* In the event any clause, phrase, provision, sentence or part of this ordinance or the application of the same to any person or circumstance 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 Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this \_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

CHAPTER 34 FINANCE AND TAXATION

ARTICLE I. ~~IN~~ GENERAL

.....

**Sec. 34-2.** ~~Returned~~ Authorized payments, returned check ~~fee-~~fees, and credit card service fees.

a. Payment for the amount due on an account, fee, fine, court cost, or other charge may be in the form of cash, personal check, cashier's check, money order, or credit card.

b. The city may ~~charge a reasonable processing~~ collect a service fee of not more than \$30.00 or the maximum allowed by state law for any check tendered to the city that has been dishonored and returned unpaid for non-sufficient funds, a closed account, or any other similar reason.

c. The city may collect a service charge of not more than \$30.00 or the maximum allowed by state law for any payment by credit card that is not honored by the credit card company or bank on which the funds are drawn, or any other similar reason.

d. Payment for the amount due on an account ~~and the processing fee must be, fee, fine, court cost, or other charge, which cannot be processed for any reason, must be in the form of cash, cashier's check, or money order. The city manager or his designee may require that all future payments on said account are made~~ in the form of cash, cashier's check, or money order.

e. The city official collecting a fee or charge under this section shall deposit the fee or charge into the general fund of the city.

Document comparison by Workshare 9.5 on Thursday, February 27, 2020  
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Description	Chargeback Fee O
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Description	W:\Legal Department\Ordinance\Drafts\2020 Drafts\Chapter 34 R.docx
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Moved to	0
Style change	0
Format changed	0
Total changes	15



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 2, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 11(a) Consider and take action on a resolution declaring the City's official intent to reimburse certain costs with the proceeds from tax-exempt obligations.  
**Submitted by:** Allena Portis, Director of Financial Services

**SYNOPSIS**

Adopting a resolution declaring the City's intent to reimburse an expenditure with proceeds from an obligation is required by the Internal Revenue Service (IRS).

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City
- Create a great place to live

**BACKGROUND**

The Fiscal Year 2019-20 Budget and Capital Improvement Program (CIP) includes projects that are planned to be funded from the proceeds of a debt issue. Within the CIP, the Mustang bayou WWTP Rehabilitation and Expansion is to be funded with the sale of debt. Certificates of Obligation are scheduled for Council approval on March 16, 2020, with an anticipated fund date of April 16<sup>th</sup>, both subject to change. The award of Package 1 construction contract for the project is being presented to City Council under separate cover and has an estimate cost of \$1,816,974.75 will be funded from the Utility Construction Fund (535) which will be reimbursed by the Certificate of Obligations, Series 2020 proceeds once issued.

The IRS does allow projects to begin prior to the debt being issued, as long as the City declares its intent to reimburse from the issuance of the debt. This statement must be made within 60 days of the first expenditure of funds that will be reimbursed. To comply with all legal requirements, the City Council must adopt this resolution making public their intentions to reimburse the Utility Construction Fund in the amount of \$1,816,974.75 for these expenditures.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Numbers	Project Number/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
WWW Utility Construction Fund	535-58700-50-999	Project Number 80027	\$6,900,000	\$6,900,000	\$1,816,974.75

**Purchasing Review:** N/A  
**Financial/Budget Review:** N/A

**SUPPORTING MATERIALS**

1. Resolution

**STAFF'S RECOMMENDATION**

Staff recommends adoption of the reimbursement resolution.

**Director Approval: Allena Portis, Director of Financial Services**

**City Manager Approval: Bill Atkinson**

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS DECLARING THE CITY'S INTENTION TO REIMBURSE THE COST OF CERTAIN EXPENDITURES FROM THE PROCEEDS OF CERTIFICATES OF OBLIGATION TO BE ISSUED FOR THE CONSTRUCTION OF PUBLIC WORKS AND A FIRE TRUCK AND ANY ITEMS RELATED THERETO.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City, Texas (hereinafter, the "City") anticipates constructing public works and purchasing a fire truck and related items; and

WHEREAS, the City anticipates providing funds to finance the cost of constructing public works and the purchase of a fire truck and items related thereto by issuing, after the date hereof, certain certificates of obligation; and

WHEREAS, no funds of the City are, or are reasonably expected to be, allocated, reserved, or otherwise set aside in the City's budget on a long-term basis to pay the cost of the construction of public works or purchase of a fire truck and items related thereto; and

WHEREAS, the City anticipates that it will be obligated to pay certain costs constituting expenditures in the aggregate amount of not more than \$11,000,000.00 for costs related to the construction of public works and the purchase of a fire truck and items related thereto (hereinafter, the "Expenditures"); and

WHEREAS, pending the issuance of the certificates of obligation, the funds to be used initially to pay the Expenditures set forth in this Resolution are in the City's Capital Projects Fund No. 402, the general purpose of which is to pay certain capital expenditures of the City; and

WHEREAS, the City reasonably expects that it will be reimbursed for the Expenditures with proceeds from the issuance of the certificates of obligation; and

WHEREAS, after the issuance of the certificates of obligation, the City will: (i) evidence each allocation of proceeds of the certificates of obligation to the reimbursement of the Expenditures with an entry in its books and records maintained with respect to the certificates of obligation, and (ii) identify in such entry the actual prior Expenditure being reimbursed or the fund from which the Expenditure was made; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:**

Section 1. The City Council hereby adopts the findings set out in the preamble hereof.

Section 2. The City hereby declares its intent to reimburse itself for all costs to be paid in connection with the construction of public works and the purchase of a fire truck and items related thereto from the proceeds of the certificates of obligation to be issued subsequent to the payment of all or a portion of such costs.

Section 3. In lieu of incurring debt at this time, the City expects to pay the costs associated with the construction of public works and purchase of a fire truck and items related thereto from the City's Capital Projects Fund No. 402.

Section 4. The City expects that debt service on the certificates of obligation to be issued to reimburse the City for the costs to be paid in connection with the construction of public works and the purchase of a fire truck and any items related thereto will be paid from the taxes levied, assessed and collected by the City to pay the certificates of obligation.

Section 5. The maximum principal amount of certificates of obligation to be issued to finance the cost of the construction of public works and the purchase of a fire truck and items related thereto will be no more than \$11,000,000.00.

PASSED, APPROVED and ADOPTED this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 2, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 11(b) Consider a resolution amending the designation of certain officials for the maintenance of a city account or accounts with Wells Fargo Bank, N.A. and containing other provisions relating to the subject.  
**Submitted by:** Allena J. Portis, Director of Financial Services

**SYNOPSIS**

The City needs to update the authorized signers on file with Wells Fargo Bank, N.A. to reflect staffing changes to include 1) the removal of Former City Manager Anthony Snipes and 2) the addition of Glen Martel, Assistant City Manager as authorized representatives to maintain the City's general disbursement account.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City

**BACKGROUND**

Wells Fargo Bank, N.A. requires action of City Council to designate officer, or officers who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters regarding the depository agreement and appoint persons who may request withdrawals, orders for payment or transfers on behalf of the City. In compliance with these requirements, the individuals detailed in Exhibit A are Authorized Representatives on the city of Missouri City's Wells Fargo Bank, N.A. general disbursement account.

**SUPPORTING MATERIALS**

1. Resolution, including Exhibit A naming authorized signers

**STAFF'S RECOMMENDATION**

Adopt the resolution updating the authorized signers on the general disbursement account with Wells Fargo Bank, N.A.

**Director Approval:** Allena J. Portis, Director of Financial Services

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson, Assistant City Manager

RESOLUTION NO. R-20-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, IDENTIFYING CERTAIN OFFICIALS WITH AUTHORITY TO OPEN AND MAINTAIN AN ACCOUNT OR ACCOUNTS WITH WELLS FARGO BANK, NATIONAL ASSOCIATION; PROVIDING FOR REPEAL; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City (the "City"), pursuant to Resolution No. R-17-20, adopted on August 21, 2017, designated Wells Fargo Bank, National Association (the "Bank") as the depository for City funds; and

WHEREAS, it is necessary to identify current City officials who have authority to act on behalf of the City in transacting business with the Bank; now, therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct and are made a part hereof.

Section 2. In accordance with Resolution No. R-17-20, adopted on August 21, 2017, a new list of those persons authorized to transact business relating to the account or accounts opened and maintained with the Bank is attached hereto as Exhibit "A."

Section 3. This Resolution shall remain in force and effect until Bank has received express written notice of its rescission or modification by a resolution duly adopted by the City Council of this City and certified by the City Secretary.

Section 4. Repeal. Resolution No. R-19-03, adopted on January 22, 2019, is hereby repealed and replaced with this resolution. Any and all other resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**EXHIBIT "A"**

Name	Title
Yolanda Ford	Mayor
Christopher Preston	Mayor-Pro Tem
Glen Martel	Assistant City Manager
Charles William Atkinson, Jr.	Assistant City Manager
Allena Portis	Director, Financial Services



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**March 2, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 11(c) Consider a resolution amending the designation of certain officials for the maintenance of a city account or accounts with Wells Fargo Bank, N.A. and containing other provisions relating to the subject.  
**Submitted by:** Allena J. Portis, Director of Financial Services

**SYNOPSIS**

The City needs to update the authorized signers on file with Wells Fargo Bank, N.A. to reflect staffing changes to include 1) the removal of Former City Manager Anthony Snipes and 2) the addition of Glen Martel, Assistant City Manager as authorized representatives to maintain the City's general disbursement account.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City

**BACKGROUND**

Wells Fargo Bank, N.A. requires action of City Council to designate officer, or officers who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters regarding the depository agreement and appoint persons who may request withdrawals, orders for payment or transfers on behalf of the City. In compliance with these requirements, the individuals detailed in Exhibit A are Authorized Representatives on the city of Missouri City's Wells Fargo Bank, N.A. general disbursement account.

**SUPPORTING MATERIALS**

1. Resolution, including Exhibit A naming authorized signers

**STAFF'S RECOMMENDATION**

Adopt the resolution updating the authorized signers on the general disbursement account with Wells Fargo Bank, N.A.

**Director Approval:** Allena J. Portis, Director of Financial Services

**Assistant City Manager/  
City Manager Approval:** Bill Atkinson

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, IDENTIFYING CERTAIN CITY OFFICIALS WITH AUTHORITY TO OPEN AND MAINTAIN AN ACCOUNT OR ACCOUNTS WITH SAID BANK FOR THE CITY OF MISSOURI CITY INSURANCE TRUST FUND; PROVIDING FOR REPEAL; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, pursuant to Resolution No. R-13-21, adopted on August 5, 2013, the City Council of the City of Missouri City (the "City") established the City of Missouri City Insurance Trust Fund (the "Trust"); and

WHEREAS, pursuant to Resolution No. R-17-21, adopted on August 21, 2017, the City Council designated Wells Fargo Bank, National Association (the "Bank") as the depository for the Trust; and

WHEREAS, it is necessary to identify current individuals, who have authority to act on behalf of the Trust, in transacting business with the Bank; now, therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct and are made a part hereof.

Section 2. In accordance with Resolution No. R-13-21, adopted on August 5, 2013, a new list of those persons authorized to transact business relating to the account or accounts opened and maintained with the Bank for the City of Missouri City Insurance Trust Fund is attached hereto as Exhibit "A."

Section 3. Resolution No. R-19-04, adopted on January 22, 2019, is hereby repealed. Any and all other resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Jackson, City Secretary

\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**EXHIBIT "A"**

Name	Title
Charles William Atkinson, Jr.	Assistant City Manager
Glen Martel	Assistant City Manager
Allena Portis	Director, Financial Services
Fatima Uwakwe	Assistant Director, Financial Services



**Council Agenda Item  
March 2, 2020**

**12. CITY COUNCIL ANNOUNCEMENTS**

*Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

**13. CLOSED EXECUTIVE SESSION**

*The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.*

**14. RECONVENE**

*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**15. ADJOURN**

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