

**YOLANDA FORD**  
Mayor

**VASHAUNDR A 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, May 4, 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.

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### NOTICE REGARDING PUBLIC PARTICIPATION

Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting.

The meeting will be available to members of the public and allow for two-way communications for those desiring to participate. Any person interested in speaking on any item on the agenda must notify the City by one of the following methods **before 4:00 p.m. on the day of the City Council meeting**:

1. Email or call the City Secretary at [CSO@missouricitytx.gov](mailto:CSO@missouricitytx.gov) or 281-403-8686; or,
2. Submit a "Public Comment Form" to the City Secretary from the following webpage: <https://bit.ly/39pw73Q>.

**The request must include the speaker's name, address, email address, phone number and the agenda item number.**

To livestream the meeting, the public may access the following link:  
<https://www.missouricitytx.gov/780/MCTV>.

To access the meeting agenda packet in PDF format, the public may access the following link:  
<https://www.missouricitytx.gov/407/City-Council>.

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1. **ROLL CALL**
  2. **PLEDGE OF ALLEGIANCE**
  3. **PRESENTATIONS AND RECOGNITIONS**
    - (a) Recognize May 1, 2020, as "Law Day", in the City of Missouri City, Texas.
    - (b) Proclaim the week of May 3-9, 2020, as "Hurricane Preparedness Week" in the City of Missouri City, Texas.

- (c) Proclaim the week of May 10-16, 2020, as "National Police Week" in the City of Missouri City, Texas.

**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, including the City's response to the Coronavirus Disease 2019 (COVID-19) pandemic.

**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 and regular City Council meetings of April 20, 2020, and the special City Council meeting of April 27, 2020.

**7. PUBLIC HEARINGS AND RELATED ACTIONS**

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

- (1) Public hearing to receive comments for or against a request to amend PD Planned Development District No. 81 (Ordinance O-19-01) to allow for the location of an independent living facility and assisted living facility; providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the related ordinance on the first of two readings. PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the Fort Bend Independent School District Armstrong Elementary School. PD No. 81 includes undeveloped acreage, a Starbucks at 1321 FM 1092, and a Take 5 Oil Change at 1405 FM 1092.
- (2) Public hearing to receive comments for or against an ordinance amending Subsection 9.6.B.3.e., of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance" to correct a reference error regarding standards for off-street parking; providing a penalty; and consider the ordinance on the first of two readings.

**(b) Public Hearings and related**

- (1) Public hearing to receive comments concerning an ordinance continuing Article VII of Chapter 74 of the Missouri City Code; continuing the rules and regulations pertaining to the standards of care for certain elementary-age recreation programs operated by the City of Missouri City; and consider the ordinance on the first of two readings.

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

**9. AUTHORIZATIONS**

- (a) Consider authorizing a reimbursement to Fort Bend County pursuant to an agreement between the City of Missouri City, the Missouri City Development Authority, Fort Bend County, and Reinvestment Zone Number Two, City of Missouri City, Texas, for certain transportation improvements.

- (b) Consider authorizing a reimbursement to Houston Community College System pursuant to an agreement between the City of Missouri City, the Houston Community College System, and Reinvestment Zone Number Three, City of Missouri City, Texas, for educational facility improvements.
- (c) Consider authorizing the execution of an agreement terminating the interlocal agreement between Reinvestment Zone Number Three, City of Missouri City, the City of Missouri City, Texas, and the Houston Community College System for the Houston Community College System's participation in Reinvestment Zone Number Three, City of Missouri City.
- (d) Consider authorizing Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project.
- (e) Consider authorizing an amendment to a contract for the Willow Waterhole drainage analysis.

**10. ORDINANCES –** *There are no Ordinances on this agenda.*

**11. RESOLUTIONS**

- (a) Consider a resolution approving and adopting the development and planning schedule of fees.
- (b) Consider a resolution adopting a schedule of fees pertaining to the regulation, registration, impoundment and handling of animals by the City of Missouri City, Texas.

**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**

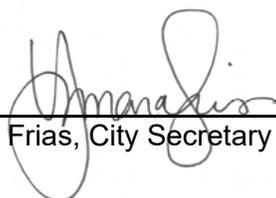
*Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.*

**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 May 4, 2020, agenda of items to be considered by City Council was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on April 30, 2020, at 4:00 p.m.

  
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Yomara Frias, City Secretary Department



**Council Agenda Item  
May 4, 2020**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND RECOGNITIONS**

- (a) Recognize May 1, 2020, as "Law Day", in the City of Missouri City, Texas.
- (b) Proclaim the week of May 3-9, 2020, as "Hurricane Preparedness Week" in the City of Missouri City, Texas.
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**5. STAFF REPORTS**

- (a) City Manager announcements including City's response to Coronavirus Disease 2019 (COVID-19).
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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, April 20, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:45 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

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

Mayor Ford called the meeting to order at 5:45 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Assistant City Manager Martel, Director of Development Services Spriggs, Director of Human Resources and Organizational Development Russell, Director of Public Works Kumar, Director of Economic Development Esch, Director of Communications Walker, Planning Manager Thomas Gomez, Purchasing/Risk Manager Pleasant, Media Specialist II Sanders, and MCTV Producer Penalba.

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

(a) Discuss the procurement of executive search firm services for the position of the city manager.

Director of Human Resources and Organizational Development Russell provided an update regarding the procurement of executive search firm services for the position of the city manager. City Council was given an opportunity to review and score nine executive search firms and based on the firms with the top scores, the three firms would be selected. Mayor Ford requested that the top firms break down their fees per services offered. Purchasing/Risk Manager Pleasant asked the Mayor if she wanted an itemized list of fees. Ford confirmed.

Councilmember Edwards moved to go back to the companies that responded to the RFQ and have them provide an itemized breakdown of services. Councilmember Sterling seconded.

Councilmember Sterling asked what the top three firms were. Director Russell stated the top three firms as Baker Tilly Vichow Krause, LLP, Strategic Government Resources, and GOVHR USA.

Pleasant asked if the breakdown would only pertain to the top three firms. Councilmember Edwards stated it would pertain to all firms that submitted a proposal. Councilmember Sterling suggested asking only the top three firms. Pleasant noted that if they went back to request the itemized list of costs, then all members of City Council would need to redo their scores. Councilmember Edwards stated that if they were in a similar position again, this itemized list of pricing would help make it easier with scoring.

Councilmember Maroulis noted Baker Tilly had exemptions to Section 7.5 and asked how they would work through those exemptions. Pleasant stated they could work through the exemptions now as they were one of the top three firms. They could also have them note the exemptions and have them determine why they were on the proposals. Maroulis noted both Baker Tilly and GOVHR had exemptions. Mayor Ford asked if Pleasant could get the firms to provide those exemptions. Pleasant stated that could be a part of the presentation or she could request it through an email.

Mayor Pro Tem Preston asked if she would get the clarification for the top three or all firms. Pleasant asked if Preston referred to itemized pricing. Preston confirmed. Councilmember Edwards clarified because it would be time consuming to focus on the top three, but moving forward, all firms should provide the itemized list during the RFP process.

Mayor Pro Tem Preston stated it would best option that all firms submit the information in order to be well informed. Councilmember Sterling noted it would be very time consuming and it would take them several more weeks to complete this process. She recommended moving forward with the top three firms.

Councilmember Boney asked if the matrix scored correctly. Pleasant stated the matrix was scored correctly and noted the discussion was due to an itemized pricing list not being included in the proposal. Pleasant noted if they would go back and look at the costs of each proposal, Councilmembers would have the opportunity to change their scores.

Councilmember Emery asked Councilmember Edwards when she stated moving forward, was she talking about this particular search or any in the future. Councilmember Edwards stated that it would be for any searches for the future. Pleasant noted that traditionally with RFPs, they look for the proposers to provide us with innovative services. She added if the proposer were to provide a menu of itemized services, they might not be able to understand everything it entails. Mayor Ford noted some agencies already have a breakdown of their fees, so she would want to see a breakdown from all agencies. Councilmember Boney stated when you hire a professional search firm, you were given a set a criteria from start to finish, so the information received was not abnormal. Councilmember Emery echoed Boney's position.

Councilmember Edwards moved that City Council be provided with the itemized breakdown of prices for the services to be provided by the nine executive search firms who submitted proposals for the position of city manager. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Mayor Ford asked when they would get the results back. Pleasant stated they would send out the itemized breakdown of prices for services request on April 21 with a return date of 5:00 p.m. on April 22. Councilmember Emery asked if Council would be asked to redo the matrix and when were they would be requested back to Purchasing/Risk Manager Pleasant. Ford stated that if they want to change their scores, then it would be due on Thursday.

Pleasant asked if the top three firms were going to present via Zoom; and, if so, would all three firms present on one day or one per special City Council meeting. Ford stated they would present on one day and each presentation would last between 10-15 minutes each. Director Russell asked if the top three firms would present during the May 4 City Council meeting. Mayor Ford stated they would.

(b) Discuss the redevelopment design guidelines.

Director of Economic Development Esch presented an overview on the redevelopment design guidelines. Esch stated Option-One would be to develop ground up design standards while Option-Two would pertain to the use of existing standards as base. He asked Council which two options they would want to have a purpose driven process for as it would be for either new guidelines or modifications to current guidelines.

Councilmember Edwards believed they should go back to the drawing board, as she was concerned about giving them an incentive for the basics. Esch noted they should ask themselves how they would deal with the projects they have in front of them.

Mayor Ford asked about incentives for Foodarama. Esch stated the agreement provided was with a dollar for dollar match based on the total project. Ford asked if they did any improvements. Esch said they did which included improvements to the aesthetics and signage. Ford noted the shopping center was for sale and stated the guidelines should not be so detailed where it may restrict them from being flexible. Ford added she did not believe they should be providing incentives for a new roof or a \$300,000 investment. Interim City Manager Atkinson noted that with the change in the state statutes, this would an opportunity to provide above average standards.

Councilmember Maroulis stated they spoke that most investors would want to match the community and that would be their baseline. The City would then look at their baseline and ask for certain improvements and that was when the incentive could come in. Mayor Ford stated that would be fine if it was the things they were negotiating for as long as they were improvements to the site and not an incentive for repairs.

Esch noted that with Grand Park Center and King Dollar, the owners were purchasing it, whether or not the roof was damaged as they bought it as is. Esch added the owners were proposing significant improvements to the property and the roof would only be one component of that. He asked if they would then retract and remove the cost of the roof from their match or would they match the cost of the roof. Ford noted that for older shopping centers it would be on a case-by-case basis. She asked if the owners would be able to provide the City with an itemized list of improvements. Esch stated they had already provided the list.

Mayor Pro Tem Preston thanked staff for their hard work on these efforts. He stated they have to be in tune with the times and they need to make sure they were demanding improvements to the corridors. Councilmember Edwards asked that they regroup and revisit this topic. Edwards asked if they had provided Foodarama with incentives for the roof and noted the property was up for sale. Esch stated they had an incentive agreement in place where they proposed \$600,000 plus improvements and the roof was only discussed with the King Dollar Center.

Councilmember Boney pointed out one of the reasons King Dollar wanted to have the roof repaired was because the roof was damaged due to a tornado, which put many customers in harm's way. Boney noted Wells Fargo also had damaged to their building due to the tornado and wanted to know if they asked for any funds. Esch stated they had not. He noted there was nothing precluding them from negotiating on what they could reimburse and that tonight's presentation was to set guidelines and standards. The question as if the guidelines in place prior to September 1, 2019 were acceptable or new standards should be put in place.

Mayor Ford noted Mayor Pro Tem Preston asked that the committee continue to discuss and she believes it should go back to the committee, as it needed to be hashed out more. Esch asked what the committee needed to discuss. Ford stated it would be to not provide incentives for regular maintenance items. If the applicant were willing to bring buildings back to the standard code, in 2019 then they would support that.

Mayor Pro Tem Preston stated they might need to revise the standards and as the baseline was not a good starting point. He added that they might need to look at revising the standards and tailoring them for the corridors.

Councilmember Boney asked if the committee discussed this item and what the discussions were. Esch stated what he presented today was what was presented to the committee. He noted the consensus recommended before City Council was what the committee recommended. Councilmember Boney stated that if it was presented to the committee to include the secondary option, he was not sure why council would not want to move forward with the secondary option. He noted he did not see why it would need to go back to the committee.

Mayor Pro Tem Preston stated a recommendation did come out of the committee, but since that time, the committee had a change of opinion on the consensus. He asked if they wanted to further discuss and hash out the differences to come to a unified consensus.

Councilmember Boney stated he was prepared to move forward with the recommendation of Option-Two and asked what was going to the committee to bring forth. Councilmember Sterling stated she looked at Option-Two and does not think they need to rehash.

Sterling asked if they would be able to add more flexibility to go back to new contracts. Esch stated they could not change a contract of the past, it would to go forward.

Esch noted the difference between the options was that Option-Two built upon what they already had vetted and may add additional requirements while Option-One was to start over. Interim City Manager Atkinson added that with Option-Two they would have a baseline and not have to start over.

Councilmember Emery moved to provide direction to staff on Option-Two. Councilmember Boney seconded. **MOTION PASSED.**

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

Mayor Ford stated she voted against the motion; however, she wanted to ensure they do not provide incentives for what an owner would have to do regardless. Councilmember Sterling asked if there were some incentives it should be engraved into a policy. City Attorney Iyamu noted they have a policy for 380 agreements and they could certainly utilize the ordinance or resolution format depending on the type of incentives so that everyone understands the base line. Esch agreed and noted that was the intent.

Councilmember Maroulis moved to recess the special City Council meeting. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Maroulis and Councilmember Emery  
Nays: None

At 7:11 p.m., City Council recessed the special City Council meeting.

At 8:40 p.m., City Council reconvened the special City Council meeting.

- (c) Consider and discuss the City's board, committee, and commission member appointments and reappointments.

Mayor Pro Tem Preston moved to tag this agenda item so that residents of Missouri City may be allowed additional time to apply, should they be interested in serving a City board, committee or commission.

Discussion ensued regarding the privacy settings for the posted closed executive session through the cloud-based video conferencing platform Zoom. After concerns and comments were noted, Mayor Ford requested to proceed into the closed executive session.

**3. CLOSED EXECUTIVE SESSION**

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 8:53 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 manager.

**4. RECONVENE**

At 9:28 p.m., City Council reconvened into open session. No action was taken.

**5. ADJOURN**

The special City Council meeting adjourned at 9:28 p.m.

Minutes PASSED AND APPROVED this the 4th day of May 2020.

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Maria Jackson, City Secretary

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## CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, April 20, 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:

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 1. **ROLL CALL**

Mayor Ford called the meeting to order at 7:12 p.m.

Those also present: Mayor Pro Tem Preston, Councilmembers Edwards, Sterling, Boney, Maroulis, and Emery; Interim City Manager Atkinson, City Attorney Iyamu, and City Secretary Jackson.

2. The **PLEDGE OF ALLEGIANCE** was led by Fire Chief Campbell.

There were no **PRESENTATIONS AND RECOGNITIONS**

### 4. **PUBLIC COMMENTS**

**Lauren Ibekwe**, Fort Bend Community Prevention Coalition, spoke about the organization and April 20<sup>th</sup>, "National Marijuana Day," and the implications of substance abuse on our community.

There were no **STAFF REPORTS**

### 6. **CONSENT AGENDA**

- (a) Consider approving the minutes of the special and regular City Council meetings of April 6, 2020, and the special City Council meeting of April 13, 2020.
- (b) Consider an ordinance for a specific use permit authorizing a place of assembly use within an approximate 2,488 square foot lease space in the Missouri City Central shopping center (Omid Center); 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 second and final reading. The subject site is located within a lease space at 2416 Texas Parkway.
- (c) Consider an ordinance for a request to amend PD Planned Development District No. 96 (Ordinance O-15-54), revise the site plan and amend the regulations and restrictions providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the ordinance on the second and final reading. The subject site is located north and south of Lake Olympia Parkway, north of Dry Creek Village, east of Parks Edge and west of the Fort Bend Parkway.
- (d) Consider an ordinance for a request to amend PD Planned Development District No. 106 (Ordinance O-18-20) to allow for a mixed use, commercial and residential development;

providing for an amendment to the Comprehensive Plan; providing a penalty; and consider the ordinance on the second and final reading. The subject site is located north of Excel Urgent Care, south of a Murphy Express gas station and Cube Smart self-storage, east of Quail Valley Thunderbird and a Public Storage, and west of Colony Lakes residential subdivision.

- (e) Consider an ordinance amending Chapter 38, Fire Protection and Prevention, of the Missouri City Code; authorizing the Fire and Rescue Services Department to enforce laws and establish a fire prevention and community risk reduction division; providing for repeal; providing a penalty; and consider the ordinance on the second and final reading.
- (f) Consider authorizing the negotiation and execution of a contract for the provision of fleet leasing services.

Mayor Pro Tem Preston moved to approve the Consent Agenda with the exception of item 6d pursuant to recommendations by City Staff. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

City Council proceeded to discuss Consent Agenda item 6d.

**Ann Schneider**, 6815 Loupe Lane, spoke against the request.

**Kevin Zhang**, 6819 Loupe Lane, spoke against the request.

**Sunny Thomas**, 6847 Loupe Lane, spoke against the request.

**Shirley Liu**, 3503 Shoreview Lane, spoke against the request.

Planning Manager Thomas Gomez noted the ordinance that City Council was considering does have an amendment from the first reading, which was to have no more than four-stories; and, included a requirement that the property owner would maintain the masonry wall. Gomez spoke about the density issue, which was to be considered as a net platted acre. She noted both staff and the Planning and Zoning Commission recommendation was to look at it as a unified development as opposed to a condominium development.

Mayor Ford asked if the owners have any comments. Cynthia Ramirez of STOA Architects stated they had no further comments. Mario Bolullo of STOA Architects noted they were in agreement to the height limit and it being mixed use development.

Councilmember Maroulis moved to open for discussion purposes. Councilmember Sterling seconded.

Mayor Pro Tem Preston requested to know how the district City Councilmember felt about this project. Councilmember Maroulis stated he had seen the project from the beginning and that putting a five-story building would be hard to accept from the community. He noted his motion was to approve the four-story building and the builder agreed to that.

Mayor Ford asked Planning Manager Thomas Gomez or the owner's representative if the fencing item had been worked through. Gomez stated the ordinance being considered required the developer/property owner to maintain the existing masonry wall.

Councilmember Emery asked if the developer or landowner was responsible for making repairs to the masonry wall as well. Gomez stated she was not aware of the repairs but noted that the ordinance would

require them to maintain the wall, but not to remove or modify the wall. She noted the long-term maintenance would fall on whose property the wall was on. City Attorney Iyamu stated it would fall under the property maintenance code. She clarified the proposed ordinance states the property owner or a similar entity would be responsible for the maintenance of the existing wall.

Councilmember Maroulis stated that at the last meeting, Mayor Pro Tem Preston asked the community to email him their concerns and asked for his thoughts. Mayor Pro Tem Preston stated he understood the need for the development and to grow and develop the City's tax base. He noted there was a level of understanding and respect that the developer should give to the homeowners. Mayor Ford asked if they had met the threshold of responses for the rezoning. Gomez stated they had not met the 20% threshold.

Councilmember Maroulis moved to approve the ordinance. Councilmember Sterling seconded. **MOTION PASSED.**

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

There were no **Zoning Public Hearings and Ordinances.**

**(b) Public Hearings and related**

- (1) Public hearing to receive comments for or against the disannexation of a 34.16-acre tract of land located north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision. The proposed area of disannexation is currently being used as a temporary construction yard and is designated for suburban commercial uses on the Future Land Use Map of the Comprehensive Plan.

City Attorney Iyamu presented an overview on the second public hearing on a disannexation in the Sienna Plantation area. She noted the area was set to be used for residential purposes. Iyamu stated an agreement would be presented to City Council prior to the disannexation.

Councilmember Emery moved to open the public hearing at 7:53 p.m. Councilmember Edwards seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

With no public comments, Councilmember Boney moved to close the public hearing at 7:54 p.m. Councilmember Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

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

**9. AUTHORIZATIONS**

- (a) Consider authorizing the execution of a contract for the watershed master plan update.

Assistant City Engineer Davis presented an overview of the purpose of this watershed master plan update. He noted the following key tasks were included within the scope of this update: understanding Missouri City's roles and responsibilities in drainage; master plan assessment; high level update of drainage master plans; evaluate implications of Atlas 14 Rainfall; Brazos River Backwater impacts; and, inundation mapping.

Councilmember Emery moved to authorize the execution of a contract for the watershed master plan update. Councilmember Sterling seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

- (b) Consider authorizing the execution of a term contract for landscape bed maintenance services.

Assistant Director of Parks and Recreation Troxell presented an overview on a term contract for landscape bed maintenance services.

Councilmember Maroulis moved authorize the execution of a term contract for landscape bed maintenance services. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Ayes: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Sterling, Councilmember Boney, Councilmember Maroulis and Councilmember Emery  
Nays: None

- (c) Consider authorizing the execution of a term contract for branding services.

Visitor's Center Coordinator McCallan presented an overview on the continuation of an agreement with BrandEra.

Mayor Ford asked if the materials presented from the previous City Council meeting were complete. McCallan stated Council was presented with a sample, and when printed, it would be the completion of the materials. She added that the website was ready to launch; however, the launch date was postponed due to COVID-19. She stated some changes would also be needed to the website because of the pandemic. Ford asked if the \$11K included the distribution of the material. McCallan confirmed. Director of Parks and Recreation Mangum noted the cost was also for the actual printing of the card to be distributed.

Ford asked if they looked at the cost if this process was to be done in house. Councilmember Sterling asked if the completion, the distribution, and website cost was \$49K. McCallan stated that when the agreement was executed with BrandEra, it was an estimated cost of \$49,500 with additional cost for travel. The estimated cost also included emersion day and the focus groups used.

Sterling asked if there were additional funds needed for this contract. Director Mangum stated the request was to complete the work with BrandEra and close out the scope of the project. If additional work were needed from BrandEra, they would come back before City Council for consideration.

Mayor Pro Tem Preston asked why they were coming back for an additional request. Mangum noted the original contract amount did not require it to be presented before Council for consideration as the contract was less than \$50,000; however, the additional amount now required Council consideration for approval before moving forward. Councilmember Sterling asked if BrandEra had not been paid for work completed. Mangum stated that was correct. Mayor Ford asked Director Walker if they have the skill level to do this in house. Walker confirmed.

Councilmember Boney noted they had robust conversation about this item at the time it was initially presented and Council unanimously voted to move forward. Mayor Ford clarified Council did not make the decision on this agreement as the decision was made by the City Manager's Office. Interim City Manager Atkinson clarified this was to pay for work already performed. Mayor Pro Tem Preston asked who approved the printing portion of the contract. McCallan stated Mr. Snipes approved it.

Councilmember Boney moved authorize the execution of a term contract for branding services. Councilmember Emery seconded. **MOTION FAILED.**

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

There were no **ORDINANCES** or **RESOLUTIONS**.

## **12. CITY COUNCIL ANNOUNCEMENTS**

Mayor Pro Tem Preston welcomed Councilmember Boney back; thanked the Fort Bend Community Prevention Coalition for the positive spinoff on "National Marijuana Day;" and, thanked employees, front line workers and businesses. Councilmember Edwards advised everyone to practice social distancing; she noted she collaborated with a concerned resident regarding small businesses and they were able to give back to front line workers; she thanked staff members whom worked to make sure the City was running smoothly; and, she welcomed back Councilmember Boney. Councilmember Sterling welcomed back Councilmember Boney; gave kudos to first responders and staff working remotely from home; and, she collaborated with the American Caribbean Chamber to help pass out masks. Councilmember Boney expressed gratitude and appreciation to each of his colleagues, friends, and residents for their thoughts and prayers during his battle with the Coronavirus; and, he advised everyone to follow orders given by leaders. Councilmember Maroulis stated he was very proud to get 195 masks donated for City staff members. Councilmember Emery expressed appreciation for Councilmember Boney's return; and, he asked the community to support small local businesses. Councilmember Edwards thanked Mayor Ford for her leadership in providing constant communication and for donations she received for the community; and, she thanked the Communications Department for their excellent job and keeping everyone informed. Mayor Ford welcomed Councilmember Boney back; and, she noted they were able to collect two pallets of protective wear for essential personnel and first responders.

## **13. ADJOURN**

The regular City Council meeting adjourned at 8:40 p.m.

Minutes PASSED AND APPROVED this the 4<sup>th</sup> day of May 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, April 27, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **6:00 p.m.** to consider the following.

*Due to the COVID 19 Disaster and the Center for Disease Control's recommendation regarding social distancing measures, the Mayor, City Council, City Staff members, and members of the public were not physically present during this meeting. The meeting was made possible through the cloud-based video conferencing platform Zoom.*

### 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; Interim City Manager Atkinson, City Attorney Iyamu, City Secretary Jackson, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, and MCTV Producer Penalba.

### 2. CLOSED EXECUTIVE SESSION

After proper notice was given pursuant to the Texas Open Meetings Act, the City Council went into Executive Session at 6:01 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 manager.

### 4. RECONVENE

At 7:20 p.m., City Council reconvened into open session. No action was taken.

### 5. ADJOURN

The special City Council meeting adjourned at 7:20 p.m.

Minutes PASSED AND APPROVED this the 4th day of May 2020.

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Maria Jackson, City Secretary



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**May 4, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 7(a)(1) Planned Development District No. 81 amendment (Lexington Village)  
**Submitted by:** Jennifer Thomas Gomez, AICP, Planning Manager

**SYNOPSIS**

This is the first of two readings of an ordinance to amend PD, Planned Development District No. 81 to allow for the location of an independent living facility and assisted living facility (institution for elderly or physically impaired persons); and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the FBISD Armstrong Elementary School. PD No. 81 includes undeveloped acreage, a Starbucks at 1321 FM 1092 and a Take 5 Oil Change at 1405 FM 1092.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Have quality development through buildout

**BACKGROUND**

PD No. 81 was approved in 2012 to allow for uses permitted within the LC-3, retail district; townhouses and related accessory uses, office/warehouse uses related to commercial and retail developments and multifamily residential uses.

PD No. 81 was amended in 2019 to provide a revised conceptual plan and to allow for uniform development standards for both townhouses and multifamily residential products.

The applicant now proposes to amend the regulations and restrictions of PD No. 81 to allow for the location of a three story assisted living facility (institution for elderly or physically impaired persons). The facility would house a total of 143 beds; 95 beds – assisted living and 28 beds – memory care units. The applicant’s overall development includes an independent living facility as well. An independent living facility is considered to be a multifamily residential use.

Staff recommended approval and the Planning and Zoning Commission forwards a positive recommendation.

**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. Ordinance O-19-01
3. Draft Planning and Zoning Commission meeting minutes (April 8, 2020)
4. Planning and Zoning Commission final report
5. Application
6. Proposed Assisted Living Facility conceptual vicinity plan
7. Proposed Assisted Living Facility conceptual building plans
8. Ortho map
9. Notice of public hearing
10. Notice of public hearing to adjoining property owners
11. Mailing labels for adjoining property owners
12. Rezoning application protest letters analysis
13. Support letter – Desi

### **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-20-\_\_**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING USES AND REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 81; DESCRIBING SAID 38.51-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \*

WHEREAS, Sunlake Limited is the owner of an approximate 30.61-acre tract of land; Hannover Estates, Ltd. is the owner of an approximate 6.53-acre tract of land; Leo E Tealdi 2011 Trust is the owner of an approximate 0.76-acre tract of land; and MFM Maestri Missouri City, Limited Liability Company is the owner of an approximate 0.61-acre tract of land, for a total of approximately 38.51 acres of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, said Property has a zoning classification of PD Planned Development District No. 81 pursuant to Ordinance No. O-12-07, adopted on March 5, 2012, and amended by Ordinance No. O-19-01, adopted on January 7, 2019; and

WHEREAS, Clinton Wong, president of Amerifirst Corporation, general partner of Sunlake Limited and Hannover Estates, Ltd., has made application to the City of Missouri City to amend PD Planned Development District No. 81; and

WHEREAS, pursuant to Section 8.3 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City with proof of notice of the application to all of the other property owners within PD Planned Development District No. 81; 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 requested amendment; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested changes in uses and regulations; 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 the public hearing on the request for zoning amendments and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of said 38.51-acre tract of land is PD Planned Development District No. 81. The 38.51-acre tract of land is more fully described in Exhibit "A," and depicted in Exhibit "A-1," attached hereto and made a part hereof for all purposes.

Section 4. Except as set forth herein, PD Planned Development District No. 81 shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance, and shall be developed generally in accordance with the general site plan, Exhibit "B", and the assisted living facility general site plan and development schedule, Exhibit "C," attached hereto and made a part hereof for all purposes. If Exhibit "B" or Exhibit "C" conflict with this Ordinance, the regulations contained herein, shall prevail. PD Planned Development District No. 81 is subject to the following regulations and restrictions:

- A. Purpose.** PD Planned Development District No. 81 may include LC-3 retail district uses, R-5 townhouse residential district uses, MF-2 multifamily residential district uses, office/warehouse uses related to uses allowed in LC-3 retail districts, and assisted living facility uses. Improvements to the site shall be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD Planned Development District No. 81, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance.

The following uses shall be permitted:

1. LC-3 retail district uses, hereinafter referred to as "LC-3 retail uses."
2. Townhouse residential district uses and related accessory uses, hereinafter referred to as "townhouse uses."
3. MF-2 multifamily residential district uses, hereinafter referred to as "multifamily uses."
4. Office/warehouse uses related to uses allowed in an LC-3 retail district, hereinafter referred to as "office/warehouse uses."

5. Assisted living facility use.

**C. Height and area regulations.** The height and area regulations for PD Planned Development District No. 81 shall be as follows:

1. Assisted living facility uses, LC-3 retail uses, and office/warehouse uses: Except as set forth herein, the height and area regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply to assisted living facility uses, LC-3 retail uses, and office/warehouse uses.

- a. A building designated for office/warehouse uses located along F.M. Road 1092 shall not consist of more than 8,000 square feet of foundation area and shall not exceed two stories or 35 feet in height.

2. Townhouse uses: The height and area regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply.

3. Multifamily uses: The height and area regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**D. Architecture and building regulations.** Except as set forth herein and in Chapter 3000 of the Texas Government Code, all buildings and structures constructed in PD Planned Development District No. 81 shall be constructed in accordance with Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance.

1. Office/warehouse uses: A building designated for office/warehouse uses may utilize any type of masonry material allowed by the City of Missouri City Zoning Ordinance as a primary material for the exterior walls of the warehouse area of such building, provided that such walls are not visible by the public from F.M. Road 1092 or Independence Boulevard. The standards for buildings located in Architectural design zone 1 shall apply to all other exterior walls of buildings designated for office/warehouse uses.

2. Townhouse uses.

- a. The architectural design standards of townhouse uses shall be consistent with the architectural design standards for multifamily uses set forth in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance.

b. Exterior walls on the first floor of townhouse structures shall consist of masonry materials. 100 percent of facades visible from a public right-of-way shall consist of masonry materials.

3. Multifamily uses and townhouses uses.

a. All residential structures shall be uniform in color and building materials.

b. Roofs on townhouse structures and multifamily structures shall be comprised of 30 year asphalt shingles, and the dormers and accent roofing shall consist of standing seam roofing material.

c. Structures built incidental to townhouse uses or multifamily uses, including office buildings and pool facilities, shall have standing seam roofs. Exterior walls of these structures shall consist of 100 percent brick, stone or stucco, and shall be uniform in color with structures for townhouse uses and multifamily uses.

**E. Trash disposal regulations.** Except as set forth herein, the trash disposal regulations contained in Section 9.14, Trash disposal regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. Assisted living facility uses, LC-3 retail uses and office/warehouse uses: The trash disposal regulations for nonresidential zones, specifically, LC-3 retail districts, shall apply to assisted living facility uses, LC-3 retail uses, and office/warehouse uses.

2. Townhouse uses: The trash disposal regulations for residential zones shall apply to townhouse uses.

3. Multifamily uses: The trash disposal regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**F. Garage regulations.** The garage regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the garage regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

**G. Landscaping regulations.** Except as set forth herein, the landscaping, screening, and buffer yard regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.

1. A masonry wall at least seven feet in height and one canopy tree per 30 linear feet of buffer yard may be used to satisfy Type A screening requirements.

2. Multifamily uses: MF-2 multifamily residential district landscaping regulations shall apply to multifamily uses.

**H. Parking regulations.** The parking regulations contained in Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.

**I. Sign regulations.** Except as set forth herein, the sign regulations contained in Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. Assisted living facility uses, LC-3 retail district uses, and office/warehouse uses related to uses allowed in LC-3 retail districts: The sign regulations for nonresidential zoning districts shall apply to assisted living facility uses, LC-3 retail uses, and office/warehouse uses.

2. Townhouse uses and multifamily uses: The sign regulations for residential zoning districts shall apply to townhouse uses and multifamily uses.

**J. Fence regulations.** Except as set forth herein, the fence regulations contained in Section 14, Fence Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. Assisted living facility uses, LC-3 retail uses, and office/warehouse uses: Except as set forth herein, the fence regulations for LC-3 retail districts shall apply to assisted living facility uses, LC-3 retail uses and office/warehouse uses. Fencing shall consist of masonry and shall be at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.

2. Townhouse uses: The fence regulations for R-5 townhouse residential districts shall apply to townhouse uses.

3. Multifamily uses: The fence regulations for Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**K. Portable storage unit regulations.** The portable storage unit regulations contained in the City of Missouri City Zoning Ordinance shall apply.

Specifically, the portable storage unit regulations for R-5 townhouse residential districts contained in Section 9.15, Portable storage unit regulations in suburban and residential districts, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

- L. Sound.** Except as set forth herein, sound emanating from uses located within PD Planned Development District No. 81 shall comply with the Missouri City Code.

  - 1. Except for typical sounds emanating from a restaurant drive-through, the amplification of sound outside of buildings shall be prohibited.
- M. Lighting.** The lighting regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply.
- N. Outside placement, storage, sales and services regulations.** Outside placement, storage, sales or services are allowed provided that such outside placement, storage, sales or services are screened from public view by a masonry fence at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.
- O. Development Schedule.** The Property shall develop in two phases, as indicated in Exhibit "C." Phase I shall commence not later than July 1, 2020. If no progress is made toward the completion of the planned development district by the fifth anniversary of the filing date of the application for this planned development district amendment, Exhibit "C" shall expire. If Exhibit "C" expires, the applicant shall make an application for an amendment to this planned development district for new site plans. Before the expiration date of Exhibit "C," the Property owner may request an extension to this development schedule or a new development schedule. Upon the recommendation of the planning and zoning commission and for good cause shown by the owner and developer, the city council may, by the adoption of an ordinance, extend the development schedule or adopt such new development.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 38.51-acre tract of land as provided in Section 3 hereof, 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 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the

changes described in this Ordinance and the imposition of the findings, regulations, restrictions, and conditions contained herein.

Section 7. *Repeal.* Ordinance Number O-19-01, adopted by the City Council of the City of Missouri City on January 7, 2019, is hereby repealed. Any other ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 8. *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 9. *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 \_\_\_\_\_, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this \_\_\_day of June, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**LEGAL DESCRIPTION**  
**PROPOSED PD ZONING – LEXINGTON SQUARE**  
**31.983 Acres**

31.983 Acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Hermann Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000-044439, being situated in the William T. Neal Survey, Abstract No. 64, Fort Bend County, Texas; said 18.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe for the southwesterly corner of the said 94.384 acre tract at the intersection of the southerly line of said 94.384 acre tract with the east right-of-way line of FM 1092 (140 feet wide);

Thence South 70 degrees 11 minutes 40 seconds East, a distance of 243.49 feet along the southerly line of said 94.384 acre tract to a 1 inch iron rod for the southeast corner of said 94.384 acre tract;

Thence North 18 degrees 44 minutes 03 seconds East, a distance of 1485.75 feet along the easterly line of said 94.384 acre tract to a point within the western right-of-way of Independence Boulevard (100-foot right-of-way) recorded in Fort Bend County Clerk File No. 9671130 of Fort Bend County Official Public Records of Real Property;

Thence North 0 degrees 0 minutes 45 seconds East a distance of 645.38 feet, along the western right-of-way line of Independence Boulevard to a point;

Thence in a northwesterly direction, with the said southerly right-of-way line of Lexington Boulevard, an arc distance of 839.62 feet along a curve to the right, having a radius of 700.00 feet, a central angle of 68 degrees 43 minutes 26 seconds, and a chord bearing North 34 degrees 21 minutes 43 seconds West, as distance of 790.18 feet, to the point of tangency, said point being the northeast corner of 1.8027 acre tract conveyed to Lex 1092, L.P. from Sunlake Limited;

Thence South 02 degrees 38 minutes 03 seconds East, a distance of 278.79 feet along the eastern boundary of said 1.8027 acre tract to a 5/8 inch iron rod being the southeast corner of said 1.8027 acre tract,

Thence South 87 degrees 21 minutes 57 seconds West, a distance of 254.00 feet along the southern boundary of said 1.8027 acre tract to the a point being the southwestern corner of said 1.8027 acre tract, also being in the eastern right-of-way line of FM 1092;

Thence South, a distance of 2324.48 feet along the eastern right-of-way line of FM 1092 to the Point of Beginning and containing 31.983 acres, more or less.

Above legal intended for description of zoning designation only and not intended for use of property sale or transfer.



Wongard Services, Inc.  
1616 Voss, Suite 618 Houston, Texas 77057  
713.978.5900 TXPE No. F-11843

**Exhibit "A"**

BEING A TRACT CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND LOCATED IN THE WILLIAM NEAL SURVEY, ABSTRACT-64, FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 14.34-ACRE TRACT DESCRIBED IN DEED RECORDED UNDER FORT BEND COUNTY CLERKS FILE NUMBER 9608676, SAID 6.5333 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD83, 2001 ADJ.):

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID 14.34-ACRE TRACT BEING THE NORTHWEST CORNER OF A CALLED 2.00-ACRE TRACT OF LAND DESCRIBED IN VOL. 2088, PG. 1324 OF THE FORT BEND COUNTY DEED RECORDS AND LYING IN THE SOUTHEASTERLY LINE OF A CALLED 94.384-ACRE TRACT RECORDED UNDER CLERKS FILE NO. 2000044439 OF THE FORT BEND COUNTY DEED RECORDS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 15°57'20" EAST, ALONG THE WESTERLY LINE OF SAID 14.34-ACRE TRACT AND THE SOUTHEASTERLY LINE OF THE SAID 94.384-ACRE TRACT, A DISTANCE OF 1188.57 FEET TO A 5/8-INCH IRON ROD WITH A&B CAP SET IN THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE BLVD. (100' WIDE) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 02°38'37" EAST, ALONG THE WEST LINE OF SAID INDEPENDENCE BLDV., A DISTANCE OF 597.72 TO A 5/8-INCH IRON ROD WITH A&B CAP SET CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF SAID INDEPENDENCE BLVD., BEING A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°52'18" AN ARC LENGTH OF 344.23 FEET, A RADIUS OF 600.00 FEET AND A CHORD WHICH BEARS SOUTH 18°55'51" EAST, 339.67 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

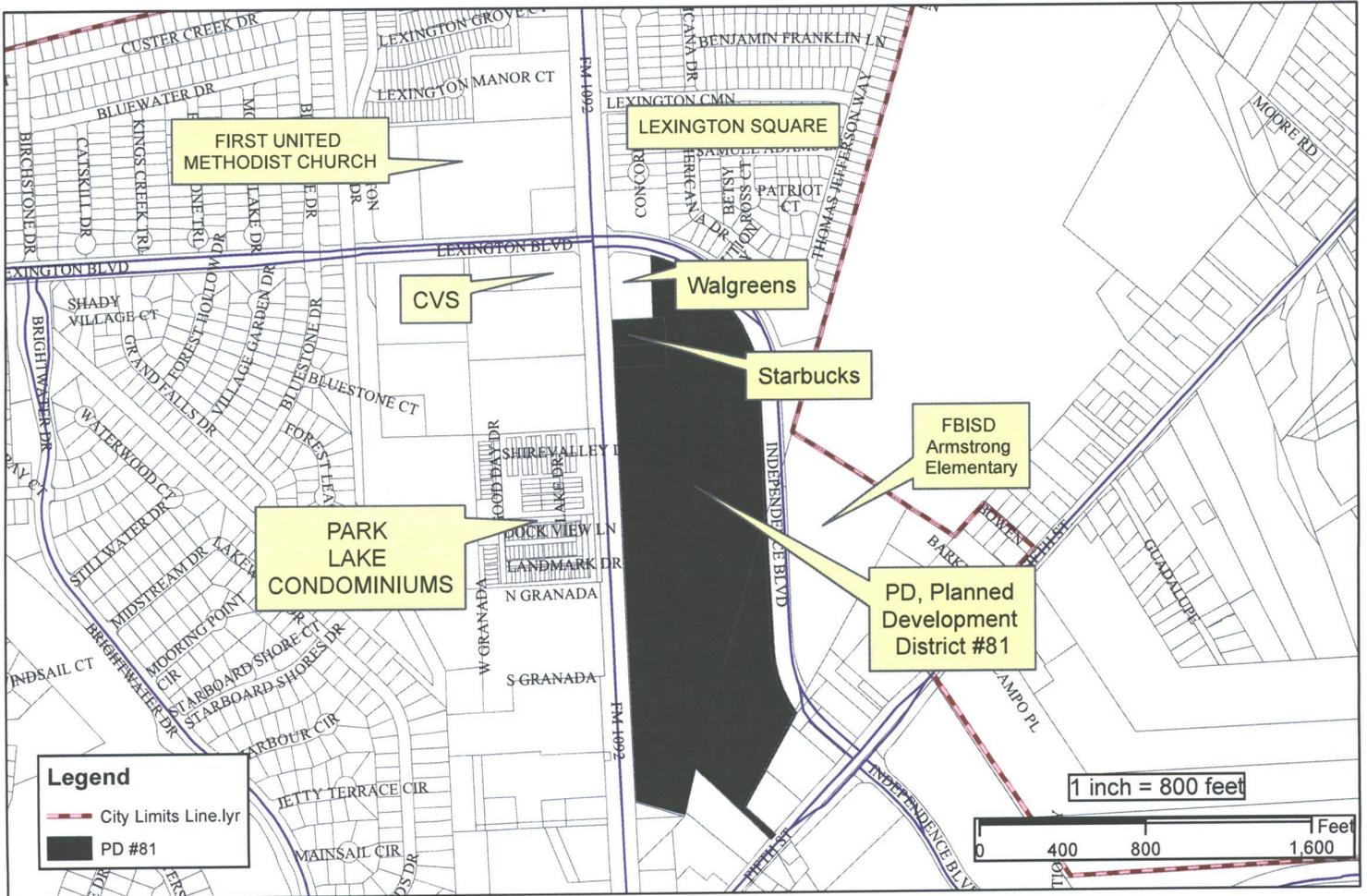
THENCE, SOUTH 28°25'26" WEST, ALONG THE EASTERLY LINE OF THE REMAINDER OF SAID 14.34-ACRE TRACT, A DISTANCE OF 446.20 TO A 5/8 INCH IRON ROD WITH A&B CAP SET AT THE CORNER OF A CALLED 1.0-ACRE TRACT RECORDED IN VOL. 624, PG. 292 OF THE FORT BEND DEED RECORDS AND THE SOUTHEAST CORNER OF SAID 14.34-ACRE TRACT FOR INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 47°01'11" EAST, WITH THE SOUTHWEST LINE OF SAID 1.0-ACRE TRACT AND THE NORTHEAST LINE CALLED 0.36 ACRE TRACT DESCRIBED IN VOL. 491, PG. 329 OF THE FORT BEND DEED RECORDS, A DISTANCE OF 192.77 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF FIFTH STREET (WIDTH VARIES) FOR THE SOUTHEAST CORNER OF SAID 1.0-ACRE TRACT AND CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 42°40'14" EAST, ALONG THE NORTHWEST LINE OF SAID FIFTH STREET AND ACROSS SAID 0.36-ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND IN THE NORTHEASTERLY LINE OF SAID 2.0-ACRE TRACT FOR SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND; TO A 5/8 INCH IRON ROD WITH CAP FOUND

THENCE, NORTH 47°01'11" WEST, WITH THE SOUTHWEST LINE OF SAID 0.36-

ACRE TRACT AND THE NORTHEAST LINE OF SAID 2.0-ACRE TRACT, NORTH  
LAKE HOUSTON PARKWAY AND ALONG THE SOUTHERLY LINE OF SAID 210.9385  
ACRE TRACT, A DISTANCE OF 498.48 FEET TO THE POINT OF BEGINNING  
CONTAINING 6.5333-ACRES (284,592 SQ.FT.) OF LAND.

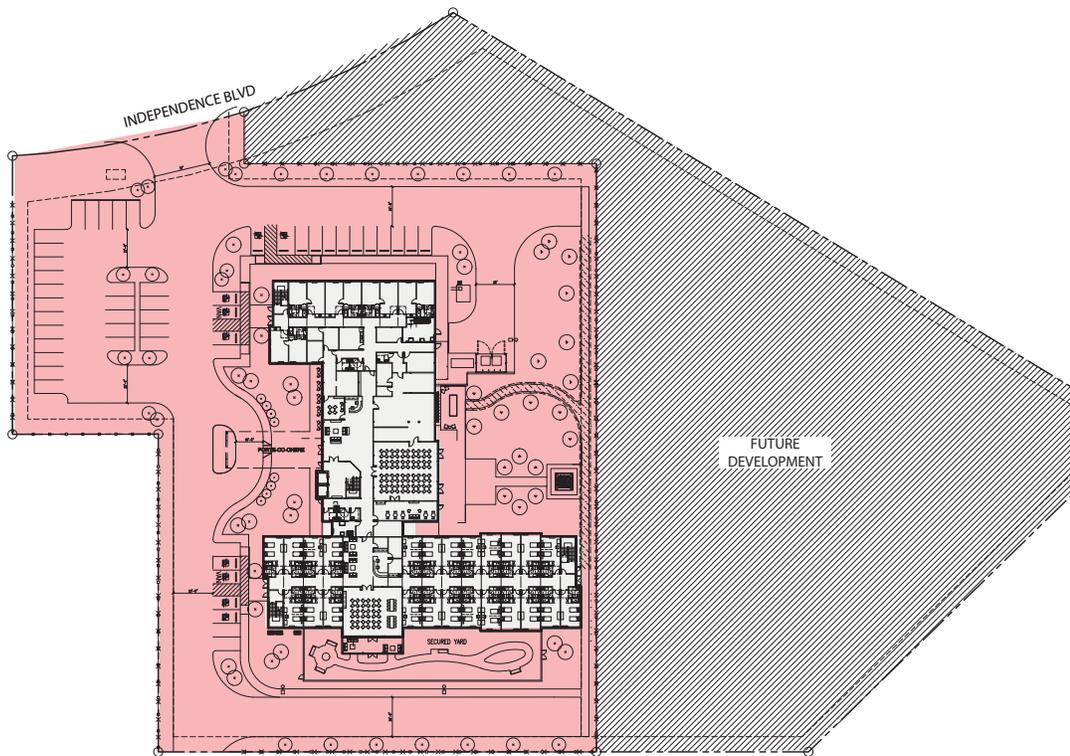


General Site Plan



1. Armstrong Elementary School 2. Lexington Square 3. New Hope Lutheran Church 4. The Establishment at 1800 5. The Storage Place - Bankers  
6. Reliance Industries 7. Lighthouse Baptist Church





PROJECT PROPOSAL

**LAND SIZE**  
2.98 ACRES

**ASSISTED LIVING FACILITY**  
THREE STORY BUILDING

ASSISTED LIVING UNITS  
• 95 UNITS - 95 BEDS

MEMORY CARE UNITS  
• 24 UNITS 48 BEDS

TOTAL BUILDING AREA: 77,164 SQ FT

**PARKING REQUIREMENTS**

REQUIRED PARKING: 36

PROVIDED PARKING: 50

LEGEND

-  PHASE I
-  PHASE II
-  FENCE

**ORDINANCE NO. O-19-01**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING USES AND REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 81; DESCRIBING SAID 38.51-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \*

WHEREAS, Sunlake, Limited is the owner of an approximate 30.61-acre tract of land, Hannover Estates, Limited is the owner of a 6.53-acre tract of land, Leo E Tealdi 2011 Trust is the owner of an approximate 0.76-acre tract of land, and MFM Maestri Missouri City, Limited Liability Company is the owner of an approximate 0.61-acre tract of land, for a total of approximately 38.51 acres of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, said Property has a zoning classification of PD Planned Development District No. 81 under Ordinance No. O-12-07, adopted on March 5, 2012; and

WHEREAS, Clinton Wong, president of Hannover Estates, Limited and Sunlake, Limited, has made application to the City of Missouri City to amend PD Planned Development District No. 81; and

WHEREAS, pursuant to Section 8.3 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City with proof of notice of the application to all of the other property owners within PD Planned Development District No. 81; 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 requested amendment; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested changes in uses and regulations; 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 the public hearing on the request for zoning reclassification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of said 38.51-acre tract of land is PD Planned Development District No. 81. The 38.51-acre tract of land is more fully described in Exhibit "A," and depicted in Exhibit "A-1," attached hereto and made a part hereof for all purposes.

Section 4. Except as set forth herein, PD Planned Development District No. 81 shall be developed in accordance with the Missouri City Code and the City of Missouri City Zoning Ordinance, and shall be developed generally in accordance with the revised general site plan, Exhibit "B," attached hereto and made a part hereof for all purposes. If Exhibit "B" conflicts with this Ordinance, the regulations contained herein, shall prevail. PD Planned Development District No. 81 is subject to the following regulations and restrictions:

- A. Purpose.** PD Planned Development District No. 81 may include LC-3 retail district uses, R-5 townhouse residential district uses, MF-2 multifamily residential district uses, and office/warehouse uses related to uses allowed in LC-3 retail districts. Improvements to the site shall be designed to enhance the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD Planned Development District No. 81, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance.

The following uses shall be permitted:

1. LC-3 retail district uses, hereinafter referred to as "LC-3 retail uses."
2. Townhouse residential district uses and related accessory uses, hereinafter referred to as "townhouse uses."
3. MF-2 multifamily residential district uses, hereinafter referred to as "multifamily uses."
4. Office/warehouse uses related to uses allowed in an LC-3 retail district, hereinafter referred to as "office/warehouse uses."

**C. Height and area regulations.** The height and area regulations for PD Planned Development District No. 81 shall be as follows:

1. LC-3 retail uses and office/warehouse uses: Except as set forth herein, the height and area regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply to LC-3 retail uses and office/warehouse uses.

a. A building designated for office/warehouse uses located along F.M. Road 1092 shall not consist of more than 8,000 square feet of foundation area and shall not exceed two stories or 35 feet in height.

2. Townhouse uses: The height and area regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply.

3. Multifamily uses: The height and area regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**D. Architecture and building regulations.** Except as set forth herein, all buildings and structures constructed in PD Planned Development District No. 81 shall be constructed in accordance with Section 7A, Architectural Design Standards, of the City of Missouri City Zoning Ordinance.

1. Office/warehouse uses: A building designated for office/warehouse uses may utilize any type of masonry material allowed by the City of Missouri City Zoning Ordinance as a primary material for the exterior walls of the warehouse area of such building, provided that such walls are not visible by the public from F.M. Road 1092 or Independence Boulevard. The standards for buildings located in Architectural design zone 1 shall apply to all other exterior walls of buildings designated for office/warehouse uses.

2. Townhouse uses.

a. The architectural design standards of townhouse uses shall be consistent with the architectural design standards for multifamily uses set forth in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance.

b. Exterior walls on the first floor of townhouse structures shall consist of masonry materials. 100 percent of facades visible

from a public right-of-way shall consist of masonry materials.

3. Multifamily uses and townhouses uses.
  - a. All residential structures shall be uniform in color and building materials.
  - b. Roofs on townhouse structures and multifamily structures shall be comprised of 30 year asphalt shingles, and the dormers and accent roofing shall consist of standing seam roofing material.
  - c. Structures built incidental to townhouse uses or multifamily uses, including office buildings and pool facilities, shall have standing seam roofs. Exterior walls of these structures shall consist of 100 percent brick, stone or stucco, and shall be uniform in color with structures for townhouse uses and multifamily uses.

**E. Trash disposal regulations.** Except as set forth herein, the trash disposal regulations contained in Section 9.14, Trash disposal regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail uses and office/warehouse uses: The trash disposal regulations for nonresidential zones, specifically, LC-3 retail districts, shall apply to LC-3 retail uses and office/warehouse uses.

2. Townhouse uses: The trash disposal regulations for residential zones shall apply to townhouse uses.

3. Multifamily uses: The trash disposal regulations contained in Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**F. Garage regulations.** The garage regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the garage regulations contained in Section 7.6, R-5 townhouse residential district, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

**G. Landscaping regulations.** Except as set forth herein, the landscaping, screening, and buffer yard regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.

1. A masonry wall at least seven feet in height and one canopy tree per 30 linear feet of buffer yard may be used to satisfy Type A screening requirements.

2. Multifamily uses: MF-2 multifamily residential district landscaping regulations shall apply to multifamily uses.

**H. Parking regulations.** The parking regulations contained in Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.

**I. Sign regulations.** Except as set forth herein, the sign regulations contained in Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail district uses and office/warehouse uses related to uses allowed in LC-3 retail districts: The sign regulations for nonresidential zoning districts shall apply to LC-3 retail uses and office/warehouse uses.

2. Townhouse uses and multifamily uses: The sign regulations for residential zoning districts shall apply to townhouse uses and multifamily uses.

**J. Fence regulations.** Except as set forth herein, the fence regulations contained in Section 14, Fence Regulations, of the City of Missouri City Zoning Ordinance shall apply.

1. LC-3 retail uses and office/warehouse uses: Except as set forth herein, the fence regulations for LC-3 retail districts shall apply to LC-3 retail uses and office/warehouse uses. Fencing shall consist of masonry and shall be at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.

2. Townhouse uses: The fence regulations for R-5 townhouse residential districts shall apply to townhouse uses.

3. Multifamily uses: The fence regulations for Section 7.9, MF-2 multifamily residential district, of the City of Missouri City Zoning Ordinance shall apply to multifamily uses.

**K. Portable storage unit regulations.** The portable storage unit regulations contained in the City of Missouri City Zoning Ordinance shall apply. Specifically, the portable storage unit regulations for R-5 townhouse residential districts contained in Section 9.15, Portable storage unit regulations in suburban and residential districts, of the City of Missouri City Zoning Ordinance shall apply to townhouse uses.

- L. Sound.** Except as set forth herein, sound emanating from uses located within PD Planned Development District No. 81 shall comply with the Missouri City Code.
1. Except for typical sounds emanating from a restaurant drive-through, the amplification of sound outside of buildings shall be prohibited.
- M. Lighting.** The lighting regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply.
- N. Outside placement, storage, sales and services regulations.** Outside placement, storage, sales or services are allowed provided that such outside placement, storage, sales or services are screened from public view by a masonry fence at a minimum height of eight feet (8'), but not less than one foot (1') taller than any placement, storage, sales or services that are required to be screened. The height of such fencing shall be uniform and shall consist of materials that match the primary materials used for buildings.
- O. Development Schedule.** The Property owner shall file an application for a development permit within 18 months from the effective date of this Ordinance. The Property owner may request an extension prior to this deadline and upon the recommendation of the planning and zoning commission for good cause shown by the Property owner. The city council may grant or deny the request.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 38.51-acre tract of land as provided in Section 3 hereof, 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 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the changes described in this Ordinance and the imposition of the findings, regulations, restrictions, and conditions contained herein.

Section 7. *Repeal.* Ordinance Number O-12-07, adopted by the City Council of the City of Missouri City on March 5, 2012, is hereby repealed. Any other ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

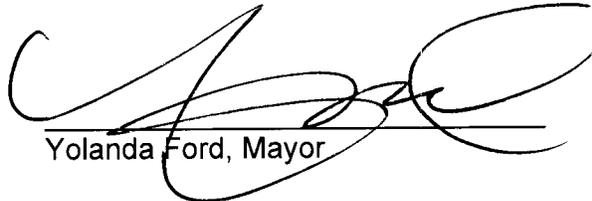
Section 8. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this zoning ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred 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 9. 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 17<sup>th</sup> day of December, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this 7th day of January, 2019.



Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:



Maria Jackson, City Secretary

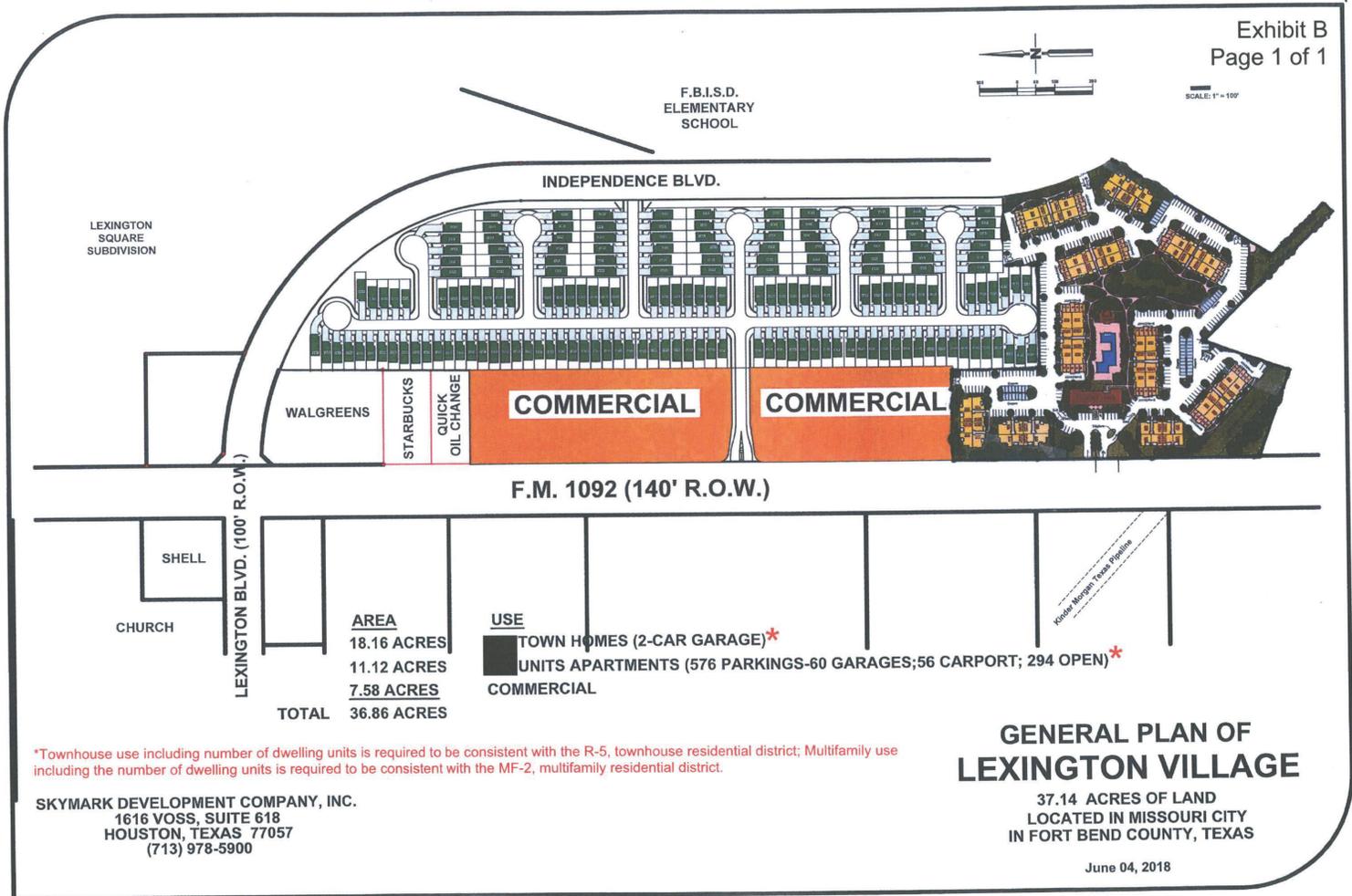


E. Joyce Iyamu, City Attorney



\*\*\*\*\*Existing Exhibit B - Updated Exhibit proposed\*\*\*\*\*

Exhibit B  
Page 1 of 1



AREA	USE
18.16 ACRES	TOWN HOMES (2-CAR GARAGE)*
11.12 ACRES	UNITS APARTMENTS (576 PARKINGS-60 GARAGES;56 CARPORT; 294 OPEN)*
<u>7.58 ACRES</u>	COMMERCIAL
<b>TOTAL 36.86 ACRES</b>	

\*Townhouse use including number of dwelling units is required to be consistent with the R-5, townhouse residential district; Multifamily use including the number of dwelling units is required to be consistent with the MF-2, multifamily residential district.

SKYMARK DEVELOPMENT COMPANY, INC.  
1616 VOSS, SUITE 618  
HOUSTON, TEXAS 77057  
(713) 978-5900

**GENERAL PLAN OF  
LEXINGTON VILLAGE**

37.14 ACRES OF LAND  
LOCATED IN MISSOURI CITY  
IN FORT BEND COUNTY, TEXAS

June 04, 2018



**MINUTES  
PLANNING AND ZONING  
COMMISSION CITY OF MISSOURI  
CITY, TEXAS  
April 8, 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  
Gloria Lucas  
Monica L. Rasmus  
Courtney Johnson Rose  
James G. Norcom III  
Hugh Brightwell  
James R. Bailey

**Commissioners Absent:** None.

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
Thomas White, Planner II  
Gretchen Pyle, Interim Planning Specialist  
Jeremy Davis, Assistant City Engineer, Public Works  
Egima Edwards, Planning Technician  
Jamilah Way, First Assistant City Attorney  
Glen Martel, Assistant City Manager

**Others Present:** Daniel Valdez; META Planning, Alvin San Miguel; Sienna by Johnson Development Corp., Nellie Connally, Allen Boone Humphries Robinson, LLP

**7. ZONING MAP AMENDMENTS**

**B. PLANNED DEVELOPMENT DISTRICT AMENDMENT**

- (1) Public hearing to receive comments for or against a request by Clinton F. Wong, Skymark Development, to amend the general site plan and the regulations contained within PD, Planned Development District No. 81 (Ordinance O-19-01) to allow for the location of an assisted living (institution for elderly persons or physically-impaired persons); and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.
- (2) Consider approving a final report on item 7.A.(1).

Jennifer Gomez, Planning Manager, presented the item stating the property is slightly under 40 acres total, at the intersection of Independence Boulevard and FM 1092. Starbucks and Take 5 commercial businesses are located within the PD. Proposed is an assisted independent living complex within the boundaries of the Planned Development District. The independent living use would be considered a multi-family use, currently permitted in the PD.

Ms. Gomez stated the proposed amendments to the PD. No. 81 include the assisted living use, The site plan as shown does not show the driveway access from the Walgreens site to Independence Blvd. This driveway would be maintained. The proposed assisted living facility would include a three acre tract of land and proposed to be developed as a 3-story building providing 95 assisted living beds as well as 24 units for memory care.

Ms. Gomez stated the independent living use is proposed on an approximate 2.62 acre tract.

Staff's recommendation is to approve the location of the assisted living use within the PD.

**Motion:** To close the public hearing.

**Made By:** Commissioner Haney

**Second:** Commissioner Brightwell

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Johnson Rose, Commissioner Norcom III, Commissioner Rasmus, Commissioner Lucas, Commissioner Brightwell

**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 report to Council.

**Made By:** Commissioner Haney

**Second:** Commissioner Norcom III

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Johnson Rose, Commissioner Norcom III,

Commissioner Rasmus, Commissioner Brightwell

**NAYES:** None  
**ABSTENTIONS:** Commissioner Lucas

The motion passed



**PLANNING AND ZONING COMMISSION  
FINAL REPORT**

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**AGENDA DATE:** May 4, 2020

**AGENDA ITEM SUBJECT:** Lexington Village – Planned Development District No. 81 Amendment

**AGENDA ITEM NUMBER:** 7.a.1.

**PROJECT PLANNER:** **Jennifer Thomas Gomez, AICP**, Planning Manager

**APPROVAL:** **Otis T. Spriggs, AICP**, Director, Development Services

**Sonya Brown-Marshall**, Planning and Zoning Commission Chair

  
Sonya Brown Marshall, Chair

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**PERMIT NUMBER:** PD2000012

**PROPERTY ID:** 0064-00-000-3122-907 / 0064-00-000-3121-907 / 0064-00-000-3100-907 / 0064-00-000-3640-907

**LOCATION:** PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the FBISD Armstrong Elementary School. PD No. 81 includes undeveloped acreage and a Starbucks at 1321 FM 1092 and a Take 5 Oil Change at 1405 FM 1092.

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**RECOMMENDED ACTION:**

The proposal complies with the provisions of the Comprehensive Plan and the general policies contained in the Future Land Use and Character Map.

The Planning and Zoning Commission adopts this as its Final Report and forwards it to City Council with a **positive recommendation** for consideration and adoption thereof.

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## **SUMMARY:**

PD No. 81 was approved in 2012 to allow for uses permitted within the LC-3, retail district; townhouses and related accessory uses, office/warehouse uses related to commercial and retail developments and multifamily residential uses.

To date, two tracts within the PD have been developed, one for a Starbucks and the other for a Take 5 oil change business.

PD No. 81 was amended in 2019 to provide a revised conceptual plan and to allow for uniform development standards for both townhouses and multifamily residential products.

The applicant now proposes to amend the regulations and restrictions of PD No. 81 to allow for the location of a three story assisted living facility (institution for elderly or physically impaired persons). The facility would house a total of 143 beds; 95 beds – assisted living and 28 beds – memory care units. The applicant's overall development includes an independent living facility as well. An independent living facility is considered to be a multifamily residential use.

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## **REQUIREMENTS FOR A PD DISTRICT AMENDMENT APPLICATION (SECTION 8.2)**

### **A. Ownership documentation:**

The applicant has submitted proof of notice to all other property owners within the PD district.

### **B. Legal Description:**

The subject site can be described as being an approximate 31.983 acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Herman Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000044439, being situated in the William T. Neal Survey, A-64, Fort Bend County, Texas; and being a tract containing 6.5333 acres of land located in the William T. Neal Survey, A-64, Fort Bend County, Texas, being out of a called 14.34-acre tract described in deed recorded under Fort Bend County Clerk's file number 9608676. A portion of the above being all of the Sunlake Addition recorded as instrument number 20170098 in the Fort Bend County, Texas Official Public Records.

### **C. Site Plan:**

A proposed site plan has been submitted which constitutes the required site plan.

### **D. Total acreage:**

38.51 acres

### **E. Minimum design standards:**

The applicant has complied with City standards, except as requested below in the Analysis of the Subject Site.

**F. Development Schedule.** The applicant anticipates that construction of the proposed assisted and independent living facilities would begin in January 2021. If

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on schedule, this development would be completed within the required five-year timeframe pursuant to Section 8.2.D.

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## **GENERAL SITE INFORMATION:**

**A. Existing Land Use and Zoning Designation:** Starbucks at 1321 FM 1092; Take 5 Oil Change at 1405 FM 1092; undeveloped property

**B. Surrounding Land Uses and Zoning Designations:**

**North:** PD, Planned Development District #39, Lexington Square residential district

**South:** LC-3, Retail District

**East:** SUP, Specific Use Permit #168, FBISD Armstrong Elementary School

**West:** LC-3, retail district, Walgreens; PD #12, Park Lake Condominiums; MF-1, Multifamily District, Quail Valley Apartment Homes

**C. Zoning History:**

03-07-1983: Subject site annexed by the City of Missouri City and zoned SD, Suburban District upon annexation (Ordinance O-83- 11).

11-20-1995: Subject site zoned LC-3, Retail District (Ordinance O-95-45).

03-05-2012: Subject site zoned PD, Planned Development District No. 81 (Ordinance O-12-07)

01-07-2019: PD. No. 81 amended (Ordinance O-19-01)

**Subsection 8.2.C AND 8.5 – Site Plan and Use Regulations:** As stated above, per Zoning Ordinance Section 8.2.C, Site Plan, and 8.5, Use Regulations, the applicant is required to propose minimum development guidelines for the site.

**A. Purpose.** PD, Planned Development District No. 81 is proposed to include a mixed use development to include residential and commercial, retail uses. Improvements to the site should be designed to enhance the overall character and nature of the surrounding area.

**B. Use regulations.** Except as provided herein, no changes are proposed to PD No. 81.

PD No. 81 was approved in 2012 to allow for uses permitted within the LC-3, retail district; townhouses and related accessory uses, office/warehouse uses related to commercial and retail developments and multifamily residential uses.

---

The applicant now proposes to amend the regulations and restrictions of PD No. 81 to allow for the location of a three story assisted living facility (institution for elderly or physically impaired persons). The facility would house a total of 143 beds; 95 beds – assisted living and 28 beds – memory care units. The applicant’s overall development includes an independent living facility as well. An independent living facility is considered to be a multifamily residential use.

***Future Land Use Map:*** The City’s Future Land Use and Character map identifies the subject site as being an appropriate location for Suburban commercial and as being within the FM 1092 mixed character district. Suburban commercial is within the Suburban Character designation and is summarized as follows:

“This designation is for areas where both residential and commercial development forms result in a more green, open feel compared to more intensively developed areas where buildings, parking areas, and other improvements cover more of their sites. In Suburban Residential areas, there is more separation between homes (whether through larger minimum lot sizes or setbacks), and the intervening spaces are devoted more to trees and vegetation than paved surfaces...A certain percentage of other types of housing such as patio, village and twin homes could be allowed in a Suburban residential area subject to density limitations and other design criteria to preserve the character and ensure compatibility...

Many properties adjacent and nearby the subject site are identified as Commercial which is within the Auto-oriented character designation and summarized 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. In residential areas, an Auto Oriented character is evident where driveways and garages are the most prominent feature along neighborhood streets. In such areas, homes are relatively close together and individual lots have less extensive yard and landscape areas compared to the more open, green feel of a Suburban neighborhood.

This development form often provides for areas of more affordable housing within the community. A reduction in lot size may be allowed in exchange for a higher percentage of open space on the overall site (which could also satisfy drainage and parkland dedication requirements). Other moderate density housing types could be allowed provided there are buffering requirements and design standards to ensure compatibility and quality outcomes.

Many attached housing developments (i.e., townhouses, apartments, and condominiums) also take on an Auto-Oriented character unless design standards and landscaping requirements are sufficient to move the overall site design toward a Suburban character (or such housing types can be encouraged within Urban character areas).”

The general intent for the FM 1092 mixed character district is “allow for future land uses to be more responsive to market realities” and to “expand allowable uses beyond retail orientation.” Compatible future land use character designations include commercial and business park, allowing for flex space, north of Cartwright

Road only and excluding heavy industrial uses.

**Comprehensive Plan:** The proposed amendment is in conformance with the following portions of the 2017 Comprehensive Plan Goals:

*2. More varied development to move beyond a “bedroom community” perception of Missouri City. Use development code provisions and direct recruitment to promote a balance of land use types as the community builds out in coming years.*

**Staff recommended:** To approve the location of an assisted living facility in the area shown on the site plan. Such facility would be part of the overall integrated development to include independent living (multifamily). All development within the PD will be uniform in design standards. Development standards for the facility should be consistent with the LC-3, retail uses within the PD including all associated district regulations.

**Planning and Zoning Commission recommends:** To approve as staff recommended.

-----END OF REPORT-----



**DEVELOPMENT SERVICES DEPARTMENT  
Planning & Development Division**

1522 Texas Parkway  
Missouri City, Texas 77489  
281-403-8600 (Office) ■ 281-403-8962 (Fax)  
www.missouricitytx.gov

**APPLICATION FOR ZONING AMENDMENT**

A complete application for zoning amendment must be accompanied by an application checklist, associated documents and applicable fee. By submitting this application you are permitting the City to enter the site in order to post/remove public notice signs or for any other purpose as may be necessary to process the application.

**Application Type:**

- ZONING MAP AMENDMENT                       PD PLANNED DEVELOPMENT  
 SUP, SPECIFIC USE PERMIT                       EXISTING SUP OR PD AMENDMENT

<b>1. PROJECT NAME:</b>	LEXINGTON VILLAGE
<b>2. ADDRESS OR PROPERTY DESCRIPTION:</b>	SE CORNER OF FM 1092 & LEXINGTON BLVD.
<b>3. APPLICANT'S NAME:</b>	CLINTON F. WONG
MAILING ADDRESS:	1616 S. VOSS, STE. 618 HOUSTON, TX 77057
PHONE NO.:	713-978-5900
EMAIL:	ELINGAR@SKYMARKDEVELOPMENT.COM.
<b>4. STATUS OF APPLICANT (CIRCLE ONE):</b>	<input checked="" type="radio"/> OWNER                      AGENT                      ATTORNEY <input type="radio"/> TRUSTEE                      CORPORATION                      RELATIVE (IF OTHER THAN OWNER, SUBMIT WRITTEN AUTHORIZATION FROM OWNER WITH APPLICATION.)
<b>5. PROPERTY OWNER:</b>	HANOVER ESTATES, LTD. & SUNLAKE LIMITED
MAILING ADDRESS:	1616 S. VOSS, STE. 618 HOUSTON, TX 77057
PHONE NO.:	713-978-5900
EMAIL:	ELINGAR@SKYMARKDEVELOPMENT.COM.
<b>6. EXISTING ZONING DISTRICT (CIRCLE ONE OR MORE):</b>	<b>GENERAL:</b> SD SUP PD <b>RESIDENTIAL:</b> R R-1 R-1-A R-2 R-3 R-4 R-5 R-6 MF-1 MF-2 MH <b>NONRESIDENTIAL:</b> LC LC-O LC-1 LC-2 LC-3 LC-4 BP I CF
<b>7. PROPOSED ZONING DISTRICT AND REASONS FOR APPLICATION:</b>	SUBMITTING TO AMEND EXISTING PD TO ALLOW FOR SUP TO CONSTRUCT ASSISTED & INDEPENDENT LIVING FACILITY
<b>8. TOTAL ACREAGE:</b>	37.22
<b>9. CENTRAL APPRAISAL DISTRICT TAX IDENTIFICATION NUMBER(S) OF PROPERTY (ATTACH PAID TAX RECEIPTS):</b>	0064-00-000-3100-907 / 0064-00-000-3640-907
<b>10. DO DEED RESTRICTIONS OR RESTRICTIVE COVENANTS EXIST FOR THE PROPERTY?</b>	<input checked="" type="checkbox"/> YES DEED FORM <input type="checkbox"/> NO

CLINTON F. WONG  
 Print Name of Applicant  
  
 Signature of Applicant

CLINTON F. WONG  
 Print Name of Property Owner  
  
 Signature of Property Owner, Agent or Attorney

# Proposed Assisted Living Facility Conceptual Vicinity Plan



### VICINITY MAP

1. FACILITY ENTRANCE SIGN
2. ACCESS EASEMENT
3. PERGOLA SEATING AREA
4. EXTERIOR SEATING AREA
5. WALKING TRAIL
6. MEMORY CARE GARDEN
7. ASSISTED LIVING GARDEN
8. SINGLE FAMILY HOMES
9. ARMSTRONG ELEMENTARY

### LEGEND

- PHASE II
- ASSISTED LIVING BUILDINGS
- GREEN SPACE LAWN
- ROADS
- PEDESTRIAN STREET
- GENERAL PARKING
- ACCESSIBLE PARKING
- DUMPSTER



# Proposed Assisted Living Facility Conceptual Building Plans

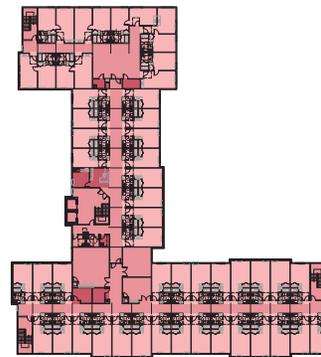
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



## BUILDING PROPOSAL

### ASSISTED LIVING FACILITY

THREE STORY BUILDING

**ASSISTED LIVING UNITS**  
• 95 UNITS - 95 BEDS

**MEMORY CARE UNITS**  
• 24 UNITS 48 BEDS

TOTAL BUILDING AREA: 77,164 SQ FT

## LEGEND

- Services/Staff
- Public
- Assisted Living Units
- Memory Care Units

N  
SCALE 1:30

BUILDING PLANS

**STOA**  
ARCHITECTS

WORKED BY: JUAN ROJAS



First United Methodist Church

LEXINGTON SQUARE

Walgreens

Starbucks

Take 5 Oil Change

New Hope Lutheran Church

American Legion Park

FBISD Armstrong Elementary School

PARK LAKE CONDOMINIUM

PD #81

The Storage Place

**Legend**

- City Limits Line.lyr
- PD #81

0 200 400 800 Feet

1 inch = 400 feet

# Fort Bend Independent - April 15, 2020 edition



**MISSOURI CITY**  
TEXAS

## City of Missouri City

### NOTICE OF MEETING

**LOCATION/DATE:** The City Council of the City of Missouri City will hold a public hearing on Monday, May 4, 2020, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

Due to the COVID 19 Disaster and the Centers for Disease Control recommendation regarding social distancing measures, the City Council and the public may not be allowed to be physically present at this hearing.

The City may be using a telephone/video conferencing tool to make the hearing available to City Council and the public. On the date and at the time provided, the public may access the livestream of the meeting by the following link: <https://www.missouricitytx.gov/780/MCTV>. A telephone number for the public will be made available on the posted meeting agenda prior to the hearing date and available on the City's website.

**PURPOSE:** To receive comments for or against a request by Clinton Wong, Skymark Development, to amend PD, Planned Development District No. 81 to allow for the location of an independent living facility and assisted living facility (institution for elderly or physically impaired persons); and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

**SITE LOCATION:** PD No. 81 is located north of the intersection of Fifth Street and FM 1092, southeast of the intersection of Lexington Boulevard/Independence Boulevard and FM 1092, and west of the FBISD Armstrong Elementary School. PD No. 81 includes undeveloped acreage and a Starbucks at 1321 FM 1092 and a Take 5 Oil Change at 1405 FM 1092.

**SITE LEGAL DESCRIPTION:** The subject site can be described as being an approximate 31.983 acres of land, out of the residue of that certain tract of land called 94.384 acres conveyed to Sunlake Limited from Memorial Herman Hospital System by deed dated May 5, 2000, filed for record under Fort Bend County Clerk's File No. 2000044439, being situated in the William T. Neal Survey, A-64, Fort Bend County, Texas; and being a tract containing 6.5333 acres of land located in the William T. Neal Survey, A-64, Fort Bend County, Texas, being out of a called 14.34- acre tract described in deed recorded under Fort Bend County Clerk's file number 9608676. A portion of the above being all of the Sunlake Addition recorded as instrument number 20170098 in the Fort Bend County, Texas Official Public Records.

**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 281-403-8541 or email the Development Services Department-Planning Division at [planning@missouricitytx.gov](mailto:planning@missouricitytx.gov) for further information.



The map shows the subject site (PD #81) outlined in black. Surrounding landmarks include First United Methodist Church, New Hope Lutheran Church, American Legion Park, Park Lake Condominium, The Storage Place, Lexington Square, Walgreens, and FBISD Armstrong Elementary School. A legend in the bottom left identifies the City Limits Line and PD #81. A scale bar in the bottom right shows 0, 400, 800, and 1,600 feet, with a note that 1 inch equals 800 feet.



**NOTICE OF PUBLIC HEARING  
TO ADJOINING PROPERTY OWNERS  
WITHIN 200 FEET OF PROPERTY SUBJECT TO ZONING**

**DATE OF NOTICE: March 27, 2020**

**PURPOSE:** To receive comments for or against a request by Clinton Wong, Skymark Development, to amend PD, Planned Development District No. 81 to allow for the location of an independent living facility and assisted living facility (institution for elderly or physically impaired persons); and to the extent such zoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

**PUBLIC HEARING DATE/LOCATION:** The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, April 8, 2020 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.

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**FOR MORE INFORMATION:** Additional information and a map of the subject site are available for review. You may email [planning@missouricitytx.gov](mailto:planning@missouricitytx.gov) for further information. Prior to the meeting, the agenda packet will be accessible in PDF format from the following link: <https://www.missouricitytx.gov/381/Planning-Zoning>.

Nguyen Tony 9527 Almeda Bend CT Houston, TX 77075-5601	Sunandas Performing Arts Texas Inc 6014 E Brook CT Sugar Land, TX 77479-4264	Torres Louisa 3615 5th ST Stafford, TX 77477-6609
The Estate of Hortencia C Aguilar & The Estate of Dionisio Aguilar Jr 3619 5th ST Stafford, TX 77477-6609	ENE Inc PO Box 17234 Sugar Land, TX 77496-7234	MHS Construction & Design LLC 1909 Rothwell ST Stafford, TX 77477-6611
Vargas Joe 2003 BLAKE RD SUGAR LAND, TX 77478-2503	Flores Pedro 1135 BOWEN ST STAFFORD, TX 77477-6503	Sunlake Ltd 7500 San Felipe ST STE 600-PMB 80 Houston, TX 77063-1790
Blessed Constructions LLC 4519 Parkwater Cove CT Sugar Land, TX 77479-1585	1255 FM 1092 LLC 1419 Lake Pointe PKWY Sugar Land, TX 77478-3999	MFM Maestri Mo City LLC 16 Eagle Ridge DR Sheridan, WY 82801-9042
Leo E Tealdi 2011 Trust 573 Brittany CT Petaluma, CA 94952-8125	WML Missouri City LP C/o Walgreen Co Tax Dept 300 Wilmot RD Deerfield, IL 60015-4614	FT Bend ISD c/o Tax Office PO Box 1004 Sugar Land, TX 77487-1004
Hannover Estates Ltd 1616 S Voss RD STE 618 Houston, TX 77057-2620	Arias Delfina PO Box 463 Missouri City, TX 77459-0463	Eapen James 3718 Ramble Creek DR Missouri City, TX 77459-7000
Lighthouse Indian Baptist Church 4423 Tree Line DR Pasadena, TX 77505-3925	Lopez Marcos 3524 5TH ST Stafford, TX 77477-6608	Alonzo Arturo & Martha 3442 5th ST Stafford, TX 77477-6606
Nolan Patrick H & Amy L 6001 Holly RD Corpus Christi, TX 78412-4664	VC Quail Valley II LLC 6 Robinwood LN Houston, TX 77024-2730	Bryn Mawr Partnership 16284 DEER TRAIL CT SAN DIEGO, CA 92127-3430
NDI Quail Valley Partners Ltd 5757 Woodway DR STE 176 Houston, TX 77057-1521	NEW HOPE LUTHERAN CHURCH 1424 FM 1092 RD Missouri City, TX 77459-1601	Jaffar Enterprises LLC 14019 Southwest Freeway STE 301-424 Sugar Land, TX 77478-3563
State of Texas PO Box 1386 Houston, TX 77251-1386	Lexington Square Association Inc Attn: Rita M Garrett PO Box 338 Missouri City, TX 77459-0338	LEWIS LA JUAN 1238 AMERICANA DR MISSOURI CITY, TX 77459-2860

AMH 2015-1 Borrower LLC 30601 Agoura RD STE 200 Agoura Hills, CA 91301-2148	Damian Marina 3643 John Hancock LN Missouri City, TX 77459-2871	MOUTON DAVID K & ALICIA M 3639 JOHN HANCOCK LN MISSOURI CITY, TX 77459-2871
Chen Catherine Tuan & Ping Feng Hung 3635 John Hancock LN Missouri City, TX 77459-2871	Ogu Nitta 3631 John Hancock LN Missouri City, TX 77459-2871	Pedder Andrew N & Cathy L 3607 John Hancock LN Missouri City, TX 77459-2871
Property Owner 3611 John Hancock LN Missouri City, TX 77459-2871	Mathew Beena 3615 John Hancock LN Missouri City, TX 77459-2871	Varughese John PO Box 42042 Houston, TX 77242-2042
Park Lake Townhomes Association Inc c/o American Management 1700 GOOD DAY DR MISSOURI CITY, TX 77459-1625	Spriggs Jennifer 3807 LANDMARK DR MISSOURI CITY, TX 77459-1626	Hardy Ardenna 3805 Landmark DR Missouri City, TX 77459-1626
Jackson Pamela 3803 Landmark DR Missouri City, TX 77459-1626	SHOAGA TALI 3801 LANDMARK DR MISSOURI CITY, TX 77459-1626	Rocha Irene 3806 Landmark DR Missouri City, TX 77459-1611
Shree Vallabhadhish Holdings LLC 2422 Wagon RUN Sugar Land, TX 77479-1315	Arias Christina 3805 Dock View LN Missouri City, TX 77459-1621	SHERROD GLENDA 3803 DOCK VIEW LN MISSOURI CITY, TX 77459-1621
MCNEIL MARVA 3801 DOCK VIEW LN MISSOURI CITY, TX 77459-1621	Houston Park Lake Assoc Ltd c/o DTA Management Services Inc 206A S Loop 336 W Conroe, TX 77304-3399	B A M C Enterprises Inc 4771 Sweetwater BLVD # 249 Sugar Land, TX 77479-3199
Wu Jiwen 78 Woodedge RD Manhasset, NY 11030-1546	Opendoor Property C LLC 405 Howard ST STE 550 San Francisco, CA 94105-2999	James Ima 3805 Shire Valley DR Missouri City, TX 77459-2795
Nnadozie Emmanuel 3806 Shire Valley DR Missouri City, TX 77459-2794	Estrada Kayla A etal 127 Fallin BLVD APT A6 Goldsboro, NC 27534-4362	SSN Properties LLC 1714 Brightlake WAY MISSOURI CITY, TX 77459-1660
Desai Devendra & Minaxi d/b/a SJP Enterprises 1410 Sheffield DR Missouri City, TX 77459-2739	FBISD c/o Max Cleland 16431 Lexington Blvd Sugar Land, TX 77479	HOA's LEXINGTON SQUARE Park Lake Townhomes Association Inc Houston Park Lake Assoc Ltd

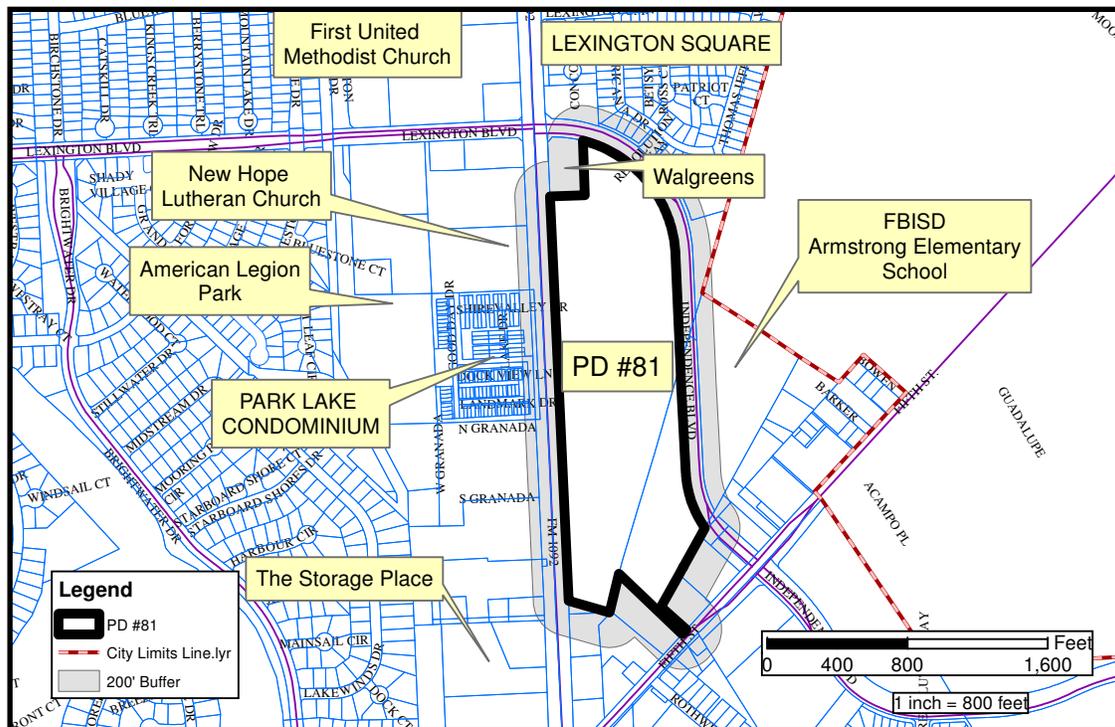
**City of Missouri City, Texas**  
**Development Services Department – Planning Division**  
**Rezoning Application Protest Letters Analysis**

**Application:** Lexington Village - PD No. 81 Amendment  
**City Council First Reading:** May 4, 2020

**Protest Letters Received**

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
None		
<b>Total Area Represented by Protest(s):</b>		-
<b>Total Land Area <i>Including</i> Subject Site:</b>		3,166,055.08
<b>Subject Site <i>Only</i> Land Area:</b>		1,677,495.60
<b>Total Land Area <i>Only Within 200 Feet</i> of Subject Site:</b>		1,488,559.48
<b>Protest(s) Percentage of Land Area Within 200 Feet:</b>		<b>0%</b>

**Note:** A total of 1 letter of support and 0 letters of protest has been received for the application request as of April 29, 2020.





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

March 27, 2020

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

PURPOSE: To receive comments for or against a request by Clinton Wong, Skymark Development, to amend PD, Planned Development District No. 81 to allow for the location of an independent living facility and assisted living facility...

PUBLIC HEARING DATE/LOCATION: The Planning and Zoning Commission of the City of Missouri City will hold a public hearing on Wednesday, April 8, 2020 at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

Due to the COVID 19 Disaster and the Centers for Disease Control recommendation regarding social distancing measures, the Commission and the public will not be allowed to be physically present at this hearing.

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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 zoning because

X I/We support this proposed zoning because

Sincerely,

Signature [Handwritten Signature]

Print Name Ketul Desai

Street Address 1900 FM1092

Subdivision

Phone Number 281-499-9926 Return to:

Development Services Department
planning@missouricitytx.gov

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

Signature



# CITY COUNCIL AGENDA ITEM COVER MEMO

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 7(a)(2) Ordinance Amendment to Subsection 9.6.B.3.e., of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance"  
**Submitted by:** Otis T. Spriggs, AICP, Director of Development Services

## SYNOPSIS

This is the first of two readings of an ordinance to amend Subsection 9.6.B.3.e., of Appendix A of the Missouri City Code, entitled, "The City of Missouri City Zoning Ordinance;" to correct a reference error regarding standards for off-street parking; providing a penalty; and consider the ordinance on the first of two readings and hold a public hearing.

## STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

## BACKGROUND

On February 3, 2003, Ordinance O-03-04 adopted Subsection 9.6.B.3.e of Appendix A, Zoning, of the City Code of the City of Missouri City, referencing Subsection 12.2.I of the City Code of Missouri City.

Section 9.6.B.3.e. provides that, except in multifamily developments, the outside storage of major recreational or utility equipment shall be permitted if said equipment is "parked on a hard surface, as provided in [sub]section 12.2.I of the City of Missouri City Zoning Ordinance."

This reference to subsection 12.2.I is determined to be in error. The correct subsection is 12.2.J, which provides as follows:

Sec. 12.2. - Standards for off-street parking.

J. Drives and parking spaces must be hard-surfaced and dust-free; except in instances where the adjacent street is unpaved, in which case the drives and parking spaces shall be hard-surfaced to city specifications within one year after such adjacent street to which property has driveway access is paved, provided, however, any unpaved drive or unpaved parking space existing on January 19, 1981, shall be considered a nonconforming structure subject to the provisions of section 16 hereof.

Staff recommended approval and the Planning and Zoning Commission forwards a positive recommendation.

## BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
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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 Document: Chapter 9, Subsection 9.6.B.2.e.
3. Planning & Zoning Commission Draft Minutes April 8, 2020.
4. Final P&Z Report
5. Public Notice

### STAFF'S RECOMMENDATION

**Recommended Action:**

Staff recommends approval of the ordinance on the first reading.

**Director Approval:** Otis T. Spriggs, AICP, Director of Development Services

**Assistant City Manager Approval:** Glen A. Martel, Assistant City Manager

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING SECTION 9, SUPPLEMENTARY DISTRICT REGULATIONS, OF APPENDIX A OF THE MISSOURI CITY CODE, ENTITLED, "THE CITY OF MISSOURI CITY ZONING ORDINANCE;" AMENDING RULES AND REGULATIONS FOR THE PARKING, STORAGE OR USE OF MAJOR RECREATIONAL OR UTILITY EQUIPMENT; PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, the Planning and Zoning Commission of the City of Missouri City (Planning Commission) and the City Council of the City of Missouri City (City Council) have each conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on certain proposed amendments to the Zoning Ordinance of the City of Missouri City, Texas; 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, after its public hearing, the Planning and Zoning Commission made its recommendation and final report to the City Council; and

WHEREAS, the Planning and Zoning Commission has recommended and the City Council now deem it appropriate to approve the proposed amendments; 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 a public hearing on this Ordinance and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The Code of Ordinances of the City of Missouri City, Texas, is hereby amended by amending Subsection 9.6.B of Section 9 of Appendix A thereof and substituting therefor, a new Subsection 9.6.B to provide as follows:

**"APPENDIX A ZONING**

. . . .

**SECTION 9. SUPPLEMENTARY DISTRICT REGULATIONS**

. . . .

**9.6. Parking, storage, or use of major recreational or utility equipment.**

. . . .

B. *Storage.* No major recreational or utility equipment shall be parked or stored in a residential district except as follows:

1. *Enclosed storage in single-family and condominium developments.* Storage of major recreational or utility equipment shall be permitted if in a garage or other enclosed building or enclosed structure. Any such garage, building or structure must be constructed:
  - a. In accordance with a building permit;
  - b. With similar materials, proportions of materials, colors, style and design as the primary structure on the lot;
  - c. Located on a concrete slab capable of withstanding the weight of the major recreational or utility equipment; and
  - d. Be served by a concrete driveway.
  
2. *Enclosed storage in multifamily developments.* Storage of boats and recreational vehicles shall be permitted only if such boats and recreational vehicles are owned by residents, and if they are stored within the interior of a fully-enclosed structure constructed with similar materials, colors, style, and design as the primary structure on the lot.
  
3. *Outside storage.* Except in multifamily developments, outside storage of major recreational or utility equipment shall be permitted if said equipment is:
  - a. Behind the principal structure;
  - b. Within a side or rear yard which is fenced and screened;
  - c. Not obstructing required side yard access;
  - d. Not visible from adjacent properties when viewed from a height of six feet above ground level; and
  - e. Parked on a hard surface, as provided in subsection 12.2.J of the City of Missouri City Zoning Ordinance.”

Section 3. *Repeal.* Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 4. *Penalty.* Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

Section 5. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional 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 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:

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Maria Jackson, City Secretary

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E. Joyce Iyamu, City Attorney

## Appendix A Zoning

.....

### **Sec. 9.6. - Parking, storage, or use of major recreational or utility equipment.**

B. *Storage.* No major recreational or utility equipment shall be parked or stored in a residential district except as follows:

1. *Enclosed storage in single-family and condominium developments.* Storage of major recreational or utility equipment shall be permitted if in a garage or other enclosed building or enclosed structure. Any such garage, building or structure must be constructed:
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  - c. Not obstructing required side yard access;
  - d. Not visible from adjacent properties when viewed from a height of six feet above ground level; and
  - e. Parked on a hard surface, as provided in subsection 12.2.~~U~~J. of the City of Missouri City Zoning Ordinance.

Document comparison by Workshare 9.5 on Friday, April 3, 2020 1:08:03 PM

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Document 2 ID	file:///eocfs03/Users\$jamilah.way/Desktop/Chapter 9 4.3.2020.docx
Description	Chapter 9 4.3.2020
Rendering set	Standard

Legend:	
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<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1
Deletions	1
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	2



**MINUTES  
PLANNING AND ZONING COMMISSION  
CITY OF MISSOURI CITY, TEXAS  
April 8, 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  
Gloria Lucas  
Monica L. Rasmus  
Courtney Johnson Rose  
James G. Norcom III  
Hugh Brightwell  
James R. Bailey

**Commissioners Absent:** None.

**Councilmembers Present:** None

**Staff Present:**

Otis T. Spriggs, Director of Development Services  
Jennifer Gomez, Planning Manager  
Thomas White, Planner II  
Gretchen Pyle, Interim Planning Specialist  
Jeremy Davis, Assistant City Engineer, Public Works  
Egima Edwards, Planning Technician  
Jamilah Way, First Assistant City Attorney  
Glen Martel, Assistant City Manager

**Others Present:** Daniel Valdez; META Planning, Alvin San Miguel; Sienna by Johnson Development Corp., Nellie Connally, Allen Boone Humphries Robinson, LLP

**7. ZONING TEXT AMENDMENTS**

**A. UTILITY EQUIPMENT**

- (1) Public hearing to receive comments for or against a possible amendment to Subsection 9.6.B.3.e. of the City of Missouri City Zoning Ordinance regarding the outside storage of major recreational or utility equipment.

Jamilah Way, First Assisted City Attorney, presented the item. The proposed amendment to Appendix A. is for correction to Subsection 9.6.B.3.e. On February 3, 2003, the section was adopted referencing Subsection 12.2.I., an error. The flag reference is to Subsection 12.2.J. Legal recommended adoption of the final report and approval of the amendment.

**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 Johnson Rose, Commissioner Norcom III, Commissioner Rasmus, Commissioner Lucas, Commissioner Brightwell

**NAYES:** None  
**ABSTENTIONS:** None

The motion passed

- (2) Consideration of the approval of a final report to City Council.

**Motion:** The Planning and Zoning Commission forwards a positive report to Council.

**Made By:** Commissioner Haney  
**Second:** Commissioner Brightwell

**AYES:** Commissioner Brown-Marshall, Commissioner Haney, Commissioner O'Malley, Commissioner Bailey, Commissioner Johnson Rose, Commissioner Norcom III, Commissioner Rasmus, Commissioner Brightwell

**NAYES:** None  
**ABSTENTIONS:** Commissioner Lucas

The motion passed

#### 8. 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.*

#### 9. RECONVENE

Reconvene into Regular Session and Consider Action, if any, on items discussed in executive session.

#### 10. ADJOURN

**Motion:** To adjourn

**Made By:** Commissioner Lucas  
**Second:** Commissioner Johnson Rose

**AYES:** Commissioner Brown-Marshall, Commissioner Haney,  
Commissioner O'Malley, Commissioner Bailey,  
Commissioner Johnson Rose, Commissioner Norcom III,  
Commissioner Rasmus, Commissioner Brightwell,  
Commissioner Lucas

**NAYES:** None

**ABSTENTIONS:** None

The motion passed

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Egima Edwards  
Planning Technician



**PLANNING AND ZONING COMMISSION  
FINAL REPORT**

---

**AGENDA DATE:** May 4, 2020

**AGENDA ITEM SUBJECT:** Utility Equipment – Zoning Text Amendment –  
Final report

**AGENDA ITEM NUMBER:** 8.A

**PROJECT PLANNER:** **Otis T. Spriggs, AICP**, Director, Development Services

**APPROVAL:** **Sonya Brown Marshall**, Chair of the Planning & Zoning  
Commission

A handwritten signature in black ink, appearing to read "Sonya", is written over a horizontal line.

Sonya Brown Marshall, Chair

---

**RECOMMENDED ACTION:**

The Planning and Zoning Commission previously held two public hearings during its regular sessions, and adopts this as its Final Report for a recommendation to City Council.

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**BACKGROUND:**

On February 3, 2003, Ordinance O-03-04 adopted Subsection 9.6.B.3.e of Appendix A, Zoning, of the City Code of the City of Missouri City, referencing Subsection 12.2.I of the City Code of Missouri City.

Section 9.6.B.3.e. provides that, except in multifamily developments, the outside storage of major recreational or utility equipment shall be permitted if said equipment is “*parked on a hard surface, as provided in [sub]section 12.2.I of the City of Missouri City Zoning Ordinance.*”

This reference to subsection 12.2.I is determined to be in error. The correct subsection is 12.2.J, which provides as follows:

**Sec. 12.2. - Standards for off-street parking.**

*J. Drives and parking spaces must be hard-surfaced and dust-free; except in instances where the adjacent street is unpaved, in which case the drives and parking spaces shall be hard-surfaced to city specifications within one year after such adjacent street to which property has driveway access is paved, provided, however, any unpaved drive or unpaved parking space existing on January 19, 1981, shall be considered a nonconforming structure subject to the provisions of section 16 hereof.*

**Next Steps:** Consideration of recommended amendments to Subsection 9.6.B.3.e before City Council on May 4, 2020.

May 4, 2020: City Council public hearing and 1st reading of ordinance  
May 18, 2020: City Council 2nd reading of ordinance

**Staff recommended:** To approve the proposed amendment, correcting the ordinance section referenced.

**Planning and Zoning Commission recommends:** To approve as staff recommended.

-----END OF REPORT-----



## City of Missouri City

### PUBLIC HEARING

A public hearing will be held by 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) 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.

Due to the COVID 19 Disaster and the Centers for Disease Control recommendation regarding social distancing measures, the City Council and the public may not be allowed to be physically present at this hearing.

The City may be using a telephone/video conferencing tool to make the hearing available to City Council and the public. On the date and at the time provided, the public may access the livestream of the meeting by the following link: <https://www.missouricitytx.gov/780/MCTV>. A telephone number for the public will be made available on the posted meeting agenda prior to the hearing date and available on the City's website.

The public hearing is scheduled:

**DATE: Monday, May 4, 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

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 7b(1) Ordinance continuing the standards of care for certain City-operated recreation programs.  
**Submitted by:** Kevin Browne, Recreation Superintendent

### SYNOPSIS

This ordinance continues the standards of care previously adopted for elementary-age recreation programs operated by the City of Missouri City (the "City").

### STRATEGIC PLAN 2020 GOALS ADDRESSED

- Create a great place to live

### BACKGROUND

State law requires programs that operate at least two hours a day and three or more days a week for children aged five to thirteen to be licensed by the State. However, state law provides an exemption for programs operated by a municipality, provided the municipality annually adopts standards of care for such programs after a public hearing on the subject. The City has adopted an ordinance continuing or amending the City's standards of care for such programs since 2010. The standards were amended as recently as 2019 lowering the minimum age for a program leader or coordinator from twenty-one to eighteen, and lowering the minimum age for program staff and volunteers from eighteen to sixteen.

Staff has asked that the existing ordinance be continued as written. Accordingly, these existing standards are presented to City Council and the public for hearing and consideration.

### BUDGET ANALYSIS

Not applicable.

### SUPPORTING MATERIALS

1. Ordinance
2. Background: Article VII, Chapter 74, Parks & Recreation, of the Missouri City Code

### STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance as amended.

**Director Approval: Jason S. Mangum, CPRE**

**Assistant City Manager Approval: Glen A. Martel, ACM**

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

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CONTINUING ARTICLE VII OF CHAPTER 74 OF THE MISSOURI CITY CODE; CONTINUING THE RULES AND REGULATIONS PERTAINING TO THE STANDARDS OF CARE FOR CERTAIN ELEMENTARY-AGE RECREATION PROGRAMS OPERATED BY THE CITY OF MISSOURI CITY; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, Section 42.041 of the Texas Human Resources Code exempts an elementary-age recreation program operated by a municipality from licensing requirements by the Texas Department of Family and Protective Services, provided that such municipality annually adopts standards of care for such programs by ordinance after a public hearing; and

WHEREAS, Article VII of Chapter 74 of the Missouri City Code (“Article VII”) establishes rules and regulations pertaining to the standards of care for certain elementary-age recreation programs operated by the City of Missouri City (the “City”); and

WHEREAS, the standards of care set forth in Article VII are intended to be the minimum standards by which the City’s Parks and Recreation Department will operate certain elementary-age recreation programs; and

WHEREAS, the City affirms its commitment to providing quality programs and activities to the residents of the City and determines that enacting this Ordinance is necessary for the protection of public health, public safety, public property and public peace; and

WHEREAS, a public hearing was conducted where all persons interested in speaking about continuing said ordinance were afforded the opportunity to do so; and

WHEREAS, based upon the comments made during such public hearings and the review conducted by City staff, the City Council now determines it to be in the best interest of the residents of the City to continue the rules and regulations providing standards of care for certain elementary-age recreation programs operated by the City; now therefore,

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

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

Section 2. The City Council of the City of Missouri City conducted a public hearing on continuing the rules and regulations providing standards of care for elementary-age recreation programs and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. That the City Council of the City of Missouri City herein determines that Article VII of Chapter 74 of the Missouri City Code is continued and shall remain in full force and effect for one year. Nothing herein shall affect the rights and duties that may mature or proceedings that may begin before the readoption of such ordinance.

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

## **ARTICLE VII. - ELEMENTARY-AGE RECREATION PROGRAMS**

### **DIVISION 1. - GENERALLY**

#### **Sec. 74-197. - Definitions.**

For the purposes of this article, the following words and phrases shall have the meanings ascribed to them:

Elementary-age recreation program means a recreation program, including, but not limited to, a summer camp or an after-school activity that is offered by the city at least two hours a day and three or more days a week for a person five years of age to 13 years of age.

Parent means a parent or guardian who has legal custody and authority to enroll a person five years of age to 13 years of age in an elementary-age recreation program.

Participant means a person who is eligible to participate in an elementary-age recreation program and who has completed all required registration procedures to participate in such program.

Program coordinator means a city employee, contract worker, or volunteer of the department who has been assigned the responsibility of administering an elementary-age recreation program.

Program leader means a city employee, contract worker, or volunteer of the department who has been assigned the responsibility of implementing an elementary-age recreation program under this article.

Program manual means a document consisting of policies, procedures, required forms, and organizational and programming information relevant to city recreation programs.

Program site means an area or facility at which an elementary-age recreation program is operated.

Program staff means a person, including the program coordinator and the program leader, who has been hired or contracted, or a person who has volunteered, to work for the city who has been assigned responsibility for managing, administering, or implementing some or all portions of an elementary-age recreation program.

Standards of care means the standards of care for elementary-age participants set forth in division 4 of this article.

#### **Secs. 74-198—74-211. - Reserved.**

### **DIVISION 2. - ADMINISTRATION**

#### **Sec. 74-212. - Implementation.**

(a) The director and program staff shall implement an elementary-age recreation program in compliance with the standards of care set forth in division 4 of this article.

(b) A current copy of the standards of care and the program manual shall be available for the public and program staff at each program site. Program staff shall provide parents of

participants a current copy of the standards of care during the elementary-age recreation program registration process.

(c) The city shall not advertise an elementary-age recreation program under this chapter as a child-care facility. Program staff shall inform parents that an elementary-age recreation program offered by the city is not licensed by the state.

**Sec. 74-213. - Inspection, monitoring, and enforcement of the standards of care.**

The director shall establish deadlines and criteria for compliance with the standards of care. Criteria for compliance shall include the following requirements:

(1) The program coordinator of each elementary-age recreation program shall:

- a. Visually inspect each elementary-age recreation program site at least twice during the course of the program and provide the director with a written report detailing such inspection; and
- b. Receive, record, and resolve complaints, and record the resolution of such complaints, regarding the enforcement of the standards of care.

(2) The department shall retain each written report described by subsection (1) of this section for at least three years.

(3) Program staff shall report suspected child abuse in accordance with the Texas Family Code.

**Sec. 74-214. - Registration.**

(a) A parent of a potential elementary-age recreation program participant must register with the city by completing a registration application. The applicant shall supply the following:

- (1) The participant's name, address, home telephone number, and date of birth;
- (2) The name, address, telephone number during program hours of the participant's parent and a copy of photographic identification for that person;
- (3) Emergency contact names and telephone numbers;
- (4) The name, telephone number, and date of birth of each person to whom the participant may be released;
- (5) A statement regarding the participant's special problems or needs;
- (6) The participant's emergency medical authorization information, including the name and telephone number of the participant's doctor, and the participant's insurance information;
- (7) A use of image release;
- (8) A liability waiver;
- (9) A signed acknowledgement by the parent that the participant and the participant's parent have received and agreed to the program code of conduct; and
- (10) A signed acknowledgment by the parent that the elementary-age recreation program is not licensed by the state as a child-care facility.

(b) Each registration application must be accompanied by a copy of the potential participant's birth certificate.

**Secs. 74-215—74-220. - Reserved.**

### **DIVISION 3. - STAFF QUALIFICATIONS**

#### **Sec. 74-221. - Criminal background checks.**

The city shall conduct a criminal background check on all elementary-age recreation program staff and on all prospective program staff members. Additionally, the city shall conduct a check of the state department of public safety database for the state sex offender registration program to determine whether each prospective program staff member is a registered sex offender. The city shall not employ or contract with an individual who poses, or who could potentially pose, a risk to the safety or health of elementary-age recreation program participants.

#### **Sec. 74-222. - Minimum staff qualifications.**

##### **modified**

(a) Program coordinator. A program coordinator may serve as a program leader. A program coordinator shall:

(1) Be at least 18 years of age; and

(2) Possess one of the following levels of experience and training:

a. Three years of community center service or recreational programming experience; or

b. A bachelor's degree from an accredited college or university with major course work in sports management, physical education, recreation, or a related field.

(b) Program leader. A program leader may serve as a program coordinator. A program leader may be a city employee, contract worker, or volunteer of the department. The program leader is responsible for recommending, hiring, supervising and evaluating program staff. Each program site shall have at least one program leader who is 18 years of age or older present at all times.

(c) Program staff. Except for volunteers, program staff shall be 16 years of age or older and trained by the director.

(d) Volunteers. A volunteer shall be 16 years of age or older.

#### **Sec. 74-223. - Training and orientation.**

(a) Program staff shall be familiar with the standards of care for elementary-age recreation programs as adopted by city council.

(b) Each program leader shall train program staff with whom the program leader works in various areas, including the appropriate procedures to handle emergencies; city, department, and recreation program policies and procedures; safety procedures; elementary-age recreation program organization; and other areas as required by the director.

**Secs. 74-224—74-230. - Reserved.**

### **DIVISION 4. - STANDARDS OF CARE**

**Sec. 74-231. - Staff-participant ratio.**

(a) In an elementary-age recreation program, the ratio shall be a minimum of one staff person to 15 participants, based on average daily attendance.

(b) At least one program leader shall be assigned to each program.

**Sec. 74-232. - Discipline.**

Program staff shall execute discipline and guidance as specified in the program manual and in a consistent manner based on the best interests of elementary-age recreation program participants.

**Sec. 74-233. - Emergency communication.**

(a) Each program site shall have access to a telephone for use in contacting program staff or making emergency telephone calls. At each program site, the program coordinator shall post telephone numbers for the following parties near a telephone that is accessible to all program staff:

- (1) Ambulance or emergency medical services;
- (2) City police department;
- (3) City fire department;
- (4) Telephone number and address for said program site; and
- (5) The Texas Poison Center Network.

(b) The emergency contact names and telephone numbers for each participant shall be available to program staff.

**Sec. 74-234. - Transportation safety standards.**

All recreation program vehicles that transport participants shall be equipped with first aid supplies and a first aid and emergency guide. If such vehicles include seatbelts, participants shall wear seatbelts.

**Sec. 74-235. - Program site facility standards.**

(a) Program staff shall inspect each program site weekly to check for sanitation and safety violations of the standards of care that might affect the health and safety of participants. If the results of such inspection indicate a violation that could impact the health or safety of a participant or program staff, program staff shall file a report detailing the violation and subsequent resolution of the violation with the program coordinator. The program coordinator shall coordinate the repair of the violation. Such report shall be kept on file with the program coordinator for at least three years.

(b) The city shall inspect, clean, repair, and maintain the program site buildings and grounds to protect the health of participants.

(c) The program leader shall inspect, clean, repair, and maintain the program site supplies and equipment to protect the health of participants.

(d) Program staff shall make first aid supplies available at each program site at a designated location, while transporting participants, and for the duration of any off-site activity.

**Sec. 74-236. - Fire safety standards.**

(a) It shall be the first priority of program staff to evacuate participants to a pre-designated safe area if a fire, the danger of fire, an explosion or some other fire emergency occurs.

(b) The program coordinator shall:

(1) Coordinate an annual fire inspection performed by a city fire and rescue services department official of each program site and such official shall prepare a report detailing any safety concerns observed during such inspection and a timeline for compliance;

(2) Provide that each program site has at least one fire extinguisher readily available to all program staff;

(3) Coordinate the inspection of each fire extinguisher quarterly; and

(4) Initiate a fire drill at each program site at least once during each elementary-age recreation program.

**Sec. 74-237. - Health standards.**

(a) Illness or injury. Program staff shall address illnesses and injuries in a manner that will protect the health of all participants and program staff members. Program staff will follow emergency procedures for injured participants or for participants with symptoms of an acute illness as specified by the program manual. Program staff will follow the recommendations of the state department of health services concerning the admission or readmission of any participant who has been diagnosed with a communicable disease. A doctor's note shall be required to allow a participant who has been diagnosed with a communicable disease to be readmitted to the program. Should program staff suspect that a participant may have a communicable disease, including, but not limited to, pink eye, lice, ring worm, strep throat, or a fever, the program staff shall ask the participant's parent to pick up the participant immediately.

(b) Administration of medication. Program staff shall administer medication provided that:

(1) A parent has completed and signed a medication dispensing release that provides authorization for program staff to dispense medication and details the quantity and time requirements for dosages. Such release shall include a hold harmless clause.

(2) Prescription medications are in the original containers labeled with the participant's name, a date, directions and the prescribing physician's name. Program staff shall administer the medication only as stated on the label.

(3) Non-prescription medications are labeled with the participant's name and the date the medication was brought to the elementary-age recreation program. Non-prescription medication must be in the original container. The program staff will administer medication only according to label directions and with written parental permission.

(4) Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the program staff.

(5) Program staff shall not administer medication after the expiration date.

(6) Program staff will ensure medications are inaccessible to participants. If necessary, medications will be kept in a refrigerator.

(c) Toilet facilities. Toilet facilities shall be located at each program site and equipped in a manner that allows a participant to use such facilities independently.

(d) Sanitation.

(1) An indoor program site shall have adequate light, ventilation, air conditioning and heat. Each program site shall have an adequate supply of water meeting the state department of health services' standards for drinking water. Water shall be supplied to participants in a safe and sanitary manner.

(2) Program staff shall remove garbage from each program site daily.

(e) Special needs. The department shall make reasonable accommodations to address special needs participants. For health and safety reasons, a participant who has special problems or needs and who requires personal assistance, including personal assistance to eat, change clothes, or use the restroom, must provide an attendant for the duration of the program. Such attendant will be admitted to the program free of charge.



**Council Agenda Item  
May 4, 2020**

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



## CITY COUNCIL AGENDA ITEM COVER MEMO

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(a) Consider authorizing a reimbursement to Fort Bend County from TIRZ No. 2  
**Submitted by:** Allena Portis, Director of Financial Services

### SYNOPSIS

On December 31, 2013, the City entered into an interlocal agreement for regional road improvements with Fort Bend County; Tax Increment Reinvestment Zone (TIRZ) No. 2; Missouri City Development Authority; Fort Bend County Municipal Utility District No. 47 and Fort Bend County Municipal Utility District No. 48 (MUDs). The agreement provided for shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage. The County contributed \$1,530,000 to the project of which \$1,000,000 of the project was from County funds without reimbursement and \$530,000 to be reimbursed from TIRZ revenues. The reimbursement accrues interest and financing costs at the rate of 2% per year. The amount due including interest through 4/30/2020 is \$588,692 with interest accruing at a rate of \$29.04 per day.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

On December 31, 2013, the City entered into an interlocal agreement for regional road improvements with Fort Bend County, TIRZ No. 2, Missouri City Development Authority, Fort Bend County MUD No. 47 and Fort Bend County MUD No. 48. The agreement provided for shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage. The total estimated cost of the improvements was \$3,125,963. The County contributed \$1,530,000 to the project of which \$1,000,000 of the project was from County funds without reimbursement and \$530,000 to be reimbursed from TIRZ revenues. Payment was to begin January 1, 2016. The reimbursement accrues interest and financing costs at the rate of 2% per year. The interest received from the County is to be deposited in a special account to be allocated for future County mobility projects located within the City of Missouri City. Through April 30, 2020, interest for future mobility projects is approximately \$58,692.

The Vicksburg Boulevard project was completed in 2016. Within 90 days of the completion of the Vicksburg Boulevard project, a final accounting was to be submitted to each party with the Authority and Districts remitting payments to the City if the improvements were more than their original contribution or refunds if the improvements were less than the original contribution. Both MUDs initially paid \$491,654 into the project and received a refund of \$102,794.24 in FY 2017; at that time the County did not receive its reimbursement.

Total participation in the project was as follows:

TIRZ No. 2	\$1,056,000.00
Fort Bend County	\$1,530,000.00
MUDs	<u>\$ 777,720.22</u>
Total Sources	\$3,363,720.22

The agreement with the County states that interest will be paid 2% per year from the date of deposit, which was 10/17/2014. The amount due through 4/30/2020 is \$588,692 with interest accruing at a rate of \$29.04 per day.

A development agreement between the City, Fort Bend County, Missouri City Development Authority and TIRZ No. 2 for the Vicksburg Extension was executed on July 22, 2014. This agreement further documents the contractual requirements for the project and reimbursement to Fort Bend County.

The TIRZ board met and approved this reimbursement on April 30, 2020.

### BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
TIRZ No. 2	262-53509-10-262	Developer Agreement Expense	\$650,000	\$650,000	\$590,000

**Purchasing Review:** N/A

**Financial/Budget Review:** Allena Portis, Director of Financial Services

*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. 2013 Interlocal Agreement regarding Regional Road Improvement
2. 2014 Vicksburg Extension Development Agreement

### STAFF'S RECOMMENDATION

Staff recommends authorizing reimbursement to Fort Bend County in the amount of \$588,692 plus \$29.04 interest per day for each day after April 30, 2020 until payment is made.

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

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

INTERLOCAL AGREEMENT FOR  
REGIONAL ROAD IMPROVEMENTS

This Interlocal Agreement for Regional Road Improvements (the "Agreement"), effective as of the 31<sup>st</sup> day of December, 2013, is entered into by Fort Bend County (the "County"), the City of Missouri City (the "City"), Reinvestment Zone Number Two, City of Missouri City (the "Zone"); Missouri City Development Authority (the "Authority"); Fort Bend County Municipal Utility District No. 47 ("FB47") and Fort Bend County Municipal Utility District No. 48 ("FB48") ("FB47" and "FB48" collectively, the "Districts") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the City; and

WHEREAS, the City created the Zone pursuant to Chapter 311, Texas Tax Code; and

WHEREAS, the Board of Directors of the Authority, the Board of Directors of the Zone and the City Council of the City each approved and adopted a Project Plan and a Financing Plan for the Zone; and

WHEREAS, Vicksburg Boulevard is located in Fort Bend County and the City and serves the residents of the County, the City, and the Districts; and

WHEREAS, as development in the region has progressed, the Parties have determined the expansion and improvement of a portion of Vicksburg Boulevard is necessary to serve the developed areas of the County, the City, and the Districts and to provide for regional mobility; and

WHEREAS, the Parties have determined that it would be economically advantageous for each Party to contribute to the expansion and improvement of Vicksburg Boulevard pursuant to a series of construction contracts administered by the City; and

WHEREAS, the Parties are political subdivisions of the State of Texas and are authorized to provide certain governmental functions, including, but not limited to the provision of road and/or drainage improvements; and

WHEREAS, the Parties wish to enter into an interlocal agreement pursuant to Chapter 791, Texas Government Code, to provide for the shared costs of the expansion and improvement of Vicksburg Boulevard and associated drainage; and

WHEREAS, the County, the Authority and the Districts have current revenues available to pay for the costs of such expansion and improvement of Vicksburg Boulevard and associated drainage, as proposed under this Agreement.

### AGREEMENT

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

Section 1. Scope of Project. The Parties agree that the scope of the contemplated improvements to Vicksburg Boulevard includes construction of the following: (1) a four-lane, boulevard-type road, beginning at the intersection of Vicksburg Boulevard and Aldridge Drive, and continuing north for a distance of approximately 2,800-feet to Lake Olympia Parkway; (2) a storm sewer collection system within the proposed Vicksburg Boulevard extension from Aldridge Drive to Lake Olympia Parkway; (3) a ten foot bicycle lane immediately adjacent and attached to Vicksburg Boulevard from Aldridge Drive to Lake Olympia Parkway; (4) an outfall drainage channel (the "Outfall Channel") from Vicksburg Boulevard to the Kitty Hollow Ditch (unless the County elects to construct such channel itself prior to the advertisement of the competitive bid for the construction of the Improvements); (5) an intersection at Vicksburg Boulevard and Lake Olympia Parkway, including two 600-foot transitions on Lake Olympia Parkway; and (6) the construction of a traffic signal at the intersection of Lake Olympia Parkway and Vicksburg Boulevard (the "Improvements").

Section 2. Allocation and Reimbursement of Improvement Costs. The total estimated costs for the design (except for design commissioned pursuant to the Interlocal Project Agreement between Fort Bend County and the City of Missouri City, Texas for the Design Costs of Extending Vicksburg Boulevard including Change Order Numbers 1 through 3), construction, engineering, testing, land, or other related costs (the "Improvement Costs") are \$3,125,963 as detailed in **Exhibit A**. Among the Parties, the Improvement Costs shall be allocated as detailed in **Exhibit A** and as follows:

- 1) The Districts will pay all actual costs, including contingency, associated with the sidewalks, ramps, storm sewer facilities and the Outfall Channel included in the Improvements, estimated at \$768,986.90. Regardless of whether the County elects to construct the Outfall Channel, each District agrees to pay no less than the estimated amount of \$384,493.45. Prior to advertising for bids, the Districts may oversize or cause to be oversized the Outfall Channel at their own election and at their own costs.
  
- 2) Subject to reimbursement as described in Section 2(4) below, the County will pay \$1,530,000.00. This amount does not include any costs the County incurs

for the construction of the Outfall Channel as such costs will be fully paid by the Districts.

- 3) The Authority will pay an initial \$642,000 and the rest of the actual costs of the Improvements estimated at \$184,976 and also will provide reimbursements as specified herein.
- 4) The County understands and acknowledges that it shall be responsible for funding \$1,000,000 of the Project from County funds without reimbursement. Subject to the limitations set forth herein, the Authority shall reimburse the County \$530,000.00. Such reimbursement shall be funded from certain current and future unallocated increment of the Zone. The reimbursements shall not include any amounts from bonds, notes or other debt proceeds. The Districts understand and agree that any costs the Districts incur, except as provided in Section 6, are not subject to reimbursement. On January 1 of each year beginning with January 1, 2016, the Authority shall begin to reimburse the County from any and all unallocated increment in the Zone; provided however, such reimbursement shall no longer be payable when the Authority has reimbursed the County \$530,000.00. The Parties understand and agree that the reimbursements provided herein are subject to actual tax increment revenues being collected in the Zone not otherwise allocated to other projects heretofore and hereafter and to the following projects: Creekmont, Fort Bend Town Center, Lakeshore Harbour, Vicksburg Point/Oyster Creek Crossing, Wal-Mart, and City of Missouri City Planned Development PD 88. The Parties further agree that the Authority shall not issue debt to fund the reimbursements. Interest and financing costs for the reimbursement from the Authority to the County shall be applied as of the date the County deposits the \$1,530,000.00 as provided in Section 3(b) herein. The interest and financing costs for the reimbursement of \$530,000.00 shall not exceed two percent (2%) per annum. The County agrees to create a special account to deposit the interest funds derived under this Agreement and to allocate such funds to future County's mobility projects located within the City of Missouri City's city limits.

### Section 3. Competitive Bid and Award of the Project.

a. Within 90 days of the latter of (1) the conveyance to and acquisition by the City of all road right-of-way described in Section 6 hereof, (2) the acquisition by the City of any road right-of-way pursuant to eminent domain, or (3) the submission to City of all appropriate plans, the City shall advertise for competitive bids for the construction of the Improvements (together or in separate contracts) in accordance with state law and City policy for City purchases for the Project with an alternate of excluding the Outfall Channel. Upon receipt of bids for the Improvements, the City will notify the Parties (the "Notice of Intent to Award") of the amount of the recommended bid (with a

10% contingency) and each Party's apportionment of the Improvement Costs, as determined in accordance with Section 2 of this Agreement. If any Party desires to object to the award of the contract, it must provide written notice to each other Party within fifteen (15) days of the date the Notice of Intent to Award is sent by the City. If any Party so objects, the Agreement terminates in accordance with Section 13 of this Agreement. Otherwise, the Party will be deemed to have approved the award of the contract to the lowest responsible bidder, in the City's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Improvements.

b. If there are no objections to the award of the contract, the County will deposit \$1,530,000.00, the Authority shall deposit \$642,000.00, and FB 47 and FB 48 will each deposit an estimated \$384,493.45, with the City within forty-five (45) days of the date the Notice of Intent to Award is sent to each Party. On April 15, 2015, the Authority will deposit the rest of the actual costs of the Improvements estimated at \$184,976.00.

c. Upon receipt of all funds from the Parties, with the exception of the April 15, 2015 payment from the Authority, the City will present for City Council's consideration the award of a construction contract with the qualified bidder (the "Construction Contract"), which, if awarded, may be subject to change orders that increase, decrease, or otherwise alter the Improvement Costs under such Construction Contract. If the City constructs the Improvements in multiple contracts, the provisions of this Agreement shall apply to each such construction contract.

d. In the event the City Council ultimately does not award the Construction Contract, the City will return any payments made hereunder.

#### Section 4. Construction Contract.

a. After award of the Construction Contract, the City shall administer the Construction Contract for the benefit of the Parties. The City, through its engineer or authorized representative, shall provide on-site inspection of the construction of the Improvements in accordance with the Construction Contract.

b. Change orders resulting in an increase to the improvement cost price submitted under the Construction Contract and recommended by the City shall be subject to administrative review and approval by the County engineer and the Districts' engineers, or their respective authorized agents, which review and approvals will not be unreasonably withheld, conditioned or delayed. If the County engineer or a District engineer desires to object to a proposed change order, such Party must provide written notice to each other Party within fifteen (15) days of the date the proposed change order is sent to the Party. Otherwise, the Party will be deemed to have approved the change order.

c. The County, the Authority and the Districts, through their authorized representatives, may observe all construction for conformity with the construction specifications and applicable City standards and shall immediately request changes or corrections to work performed under the Construction Contract if the County, the Authority or the Districts find such changes or corrections to be necessary upon such inspection. Any change orders for work requested by the County, the Authority or the Districts shall be subject to review and approval by the City, which shall not be unreasonably withheld, conditioned or delayed if the work being performed is clearly shown to be out of compliance with such specifications or standards.

d. The Parties agree that the City does not warrant the quality of any engineering or construction work done by any third party in connection with, or materials provided for, the Improvements, nor for compliance of the same with the County or the Districts' standards and other governmental codes and regulations applicable thereto, nor shall the City be deemed to be responsible for any such compliance.

e. Within 45 days of the execution of any change order and only after the applicable ten percent contingency is spent, the Authority or the Districts, as applicable, will deposit with the City an amount equal to the amount of the change order. Each District's payments pursuant to this subsection shall be half of the amount of the change order, as applicable.

f. The City shall have the right to terminate the Construction Contract and to enforce its remedies thereunder, as determined by the City to be necessary. In the event of any such termination, the City shall have the right to complete and/or cause the completion of the Improvements itself and/or through such other contractor(s) as the City determines to be appropriate and as are approved by the County, the Authority and the Districts; provided that all work done in connection with such completion shall be in compliance with the City standards for road work. The costs of any necessary and approved completion work shall be considered an Improvement Cost and shall be paid for by the County, the Authority or the Districts as provided herein.

Section 5. Vicksburg Boulevard Extension Development Agreement. The Zone is depicted in **Exhibit B**. City staff will submit to the Authority and the County for consideration a development agreement, setting out with specificity the responsibilities of the various entities, the mechanism for project financing and funding and other relevant terms and conditions specifically related to the Vicksburg Boulevard extension. The Parties understand and agree that adoption of such agreement is subject to the approval of the Zone, the Authority, the City, and the County.

Section 6. Acquisition of Property or Right-of-Way. The Districts will acquire from any developer of land within the Districts and will use best efforts to acquire all remaining land at no cost to the City any necessary property for the Improvements and

will dedicate at no cost to the City the necessary road right-of-way to the City by general warranty deed prior to the advertisement of competitive bids as described in Section 3; provided however, should any property need to be condemned, the City shall be responsible for such condemnation. These acquisition and dedication obligations of the Districts and these condemnation obligations of the City are limited to real property located within the City's territorial limits. The Districts and the City are responsible for complying with all local, state and federal laws or rules governing the acquisition of such land. Any fees, including, but not limited to, compensation to property owner(s), legal, surveying, and appraisal fees, incurred by the Districts or the City for the acquisition of necessary road right-of-way are included in the Improvements costs, and the Districts and the City shall be reimbursed by the Authority for all such costs. The Districts shall be required to acquire ownership or right-of-way necessary for the storm sewer below the inlet and for the Outfall Channel. Should County own or acquire any property necessary for the Improvements other than the storm sewer below the inlet and other than the Outfall Channel, County agrees to dedicate by general warranty deed to the City, at no cost to the City, such property prior to the advertisement of competitive bids as described in Section 3. Except as explicitly provided herein, no Party shall be entitled to impute right of way costs for land. In the event the necessary property for the Improvements have not been dedicated to or acquired by the City by September 1, 2014, the City may terminate this Agreement in accordance with Section 13 of this Agreement.

Section 7. Ownership and Maintenance of Improvements. Upon completion of the Improvements, the City will own, operate and maintain the Improvements, except for the storm sewer below the inlet and the Outfall Channel, both of which will be owned, operated and maintained by the Districts.

Section 8. Outfall Channel.

a. In the event the County elects to construct the Outfall Channel, the alternate bid shall be utilized and the award of the Construction Contract shall be contingent upon the completion of the County's construction of such Outfall Channel.

b. Upon completion of construction of the Outfall Channel, the Parties agree that it will be owned, operated and maintained by the Districts.

Section 9. Traffic Analysis. One year after completion of the Improvements, the City will conduct an intersection traffic control warrant analysis and, subject to available funding and City Council approval, construct, at its own cost, any warranted improvements at the following intersections along Vicksburg Boulevard: Truesdale Drive, Cumberland Drive and Aldridge Drive.

Section 10. Abandonment of Senior Road. The Parties agree that, upon completion of the Improvements, City Staff will present for City Council's consideration

the abandonment of a certain part of Senior Road and associated right-of-way that lies within the Districts' boundaries, provided that the City receives a petition for such abandonment from all applicable property owners. The property owners shall be responsible for providing easements for those remaining utilities or for the cost of relocation of utilities from such right-of-way, if any. However, if the property owners fail to pay such utility relocation costs, the City shall be responsible for such costs. Any such costs incurred by the City shall be subject to reimbursement by the Authority as an Improvement Cost pursuant to this Agreement

Section 11. Final Accounting. Within 90 days of the completion of the Improvements, the City shall submit to the Parties a final accounting of each Party's allocated costs under Section 2 above. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are more than amounts previously remitted to the City, the Authority and the Districts shall pay any outstanding amounts due within forty-five (45) days of the receipt of the final accounting. If the final accounting shows that the amounts owed by the Authority and/or the Districts for their applicable Improvement Costs are less than amounts previously remitted to the City, the City shall remit any overage to the Authority and/or the Districts within forty-five (45) days of the submission of the final accounting. Any additional amounts paid by the Authority or the Districts as a result of this final accounting shall be subject to reimbursement in accordance with Section 2 of this Agreement. Any overages remitted to the Authority or the Districts as part of the final accounting shall cause the reimbursement provided for in Section 2 to be reduced in an amount corresponding to the overage.

Section 12. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the FB47:            Fort Bend County Municipal Utility District No. 47  
   c/o Johnson Radcliffe Petrov & Bobbitt PLLC  
   1001 McKinney, Suite 1000  
   Houston, TX 77002-6424  
   Attn: Jonathan D. Polley  
   [jpolley@jrpblaw.com](mailto:jpolley@jrpblaw.com)  
   Tel: (713) 237-1221  
   Fax: (713) 237-1313

If to the FB48: Fort Bend County Municipal Utility District No. 48  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Richard L. Muller, Jr.  
[rmuller@abhr.com](mailto:rmuller@abhr.com)  
Tel: (713) 860-6415  
Fax: (713) 860-6615

With a copy to  
Jones & Carter, Inc.  
6335 Gulfport, Suite 200  
Suite 450, North Building  
Houston, Texas 77081  
Attn: Terry Reeves  
[treeves@jonescarter.com](mailto:treeves@jonescarter.com)  
Tel: (713) 777-5337  
Fax: (713) 777-5976

If to the City: City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)

If to Zone: City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)

If to Authority City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard  
Tel: (281) 403-8692  
Fax: (281) 403-8699  
[ebroussard@missouricitytx.gov](mailto:ebroussard@missouricitytx.gov)

If to the County: Fort Bend County, Precinct 2  
303 Texas Parkway, Suite 213  
Missouri City, Texas 77489  
Sugar Land, Texas 77478  
Attn: The Honorable Grady Prestage  
[Grady.Prestage@co.fort-bend.tx.us](mailto:Grady.Prestage@co.fort-bend.tx.us)  
Tel: (281) 403-8000  
Fax: (281) 403-8009

With a copy to:  
Fort Bend County Judge  
301 Jackson Street, Suite 719  
Richmond, Texas 77469  
Attn: The Honorable Robert Hebert  
[hebertb@co.fort-bend.tx.us](mailto:hebertb@co.fort-bend.tx.us)  
Tel: (281) 341-8608  
Fax: (281) 341-8609

Section 13. Termination of Agreement. This Agreement is subject to termination by any Party if (1) any Party objects to the award of the Construction Contract pursuant to Section 3, (2) all appropriate plans are not submitted to the City as set forth in Section 3 within three months of execution of this Agreement, (3) the property or right-of-way is not dedicated and acquired as set forth in Section 6 within ten months of execution of this Agreement or (4) construction of the Improvements do not begin within eighteen (18) months from the effective date hereof. Otherwise, this Agreement is to remain in full force and effect unless terminated by mutual agreement of the Parties.

Section 14. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Improvements. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any Party unless reduced to writing and signed by the Parties.

Section 15. Merger. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof and, as to such matters, this Agreement sets forth all the promises and agreements among the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, expressed or implied, oral or written.

Section 16. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Districts, the City, and the County and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the Districts, the City, or the County.

Section 17. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 18. Successors and Assigns. This Agreement shall apply to and be binding upon the Parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any Party hereto without the express written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 19. Authorization. Each Party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such Party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 10. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Fort Bend County.

Section 21. Effective Date. This Agreement will be effective as of the date of the execution by the last Party to execute this Agreement.

## EXHIBITS

**Exhibit A** Improvement Costs and Allocation

**Exhibit B** Reinvestment Zone Number Two, City of Missouri City Depiction

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 47

By: Jerome Cozart  
President, Board of Directors  
Date: 12-18-13

ATTEST:

Warren P. Mass  
Secretary, Board of Directors

(SEAL)



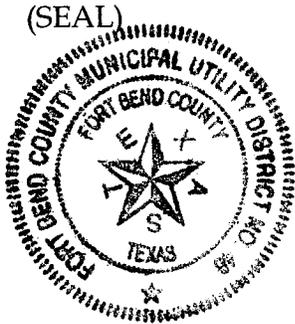
FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 48

By: Victor J. Ben  
President, Board of Directors

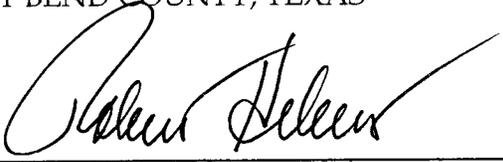
Date: 12/12/2013

ATTEST:

[Signature]  
Secretary, Board of Directors



FORT BEND COUNTY, TEXAS

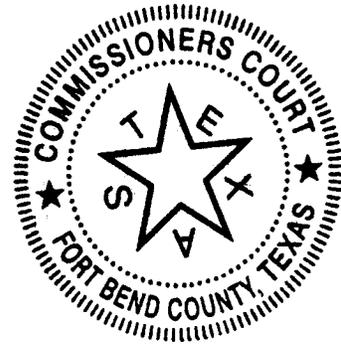
By:   
Robert E. Hebert, County Judge

Date: 12-3-2013

ATTEST:

  
Dianne Wilson, County Clerk

(SEAL)



CITY OF MISSOURI CITY, TEXAS

By: Allen Owen  
Allen Owen, Mayor

Date: 12.2.2013

ATTEST:

Maria Gonzalez  
Maria Gonzalez, City Secretary

(SEAL)

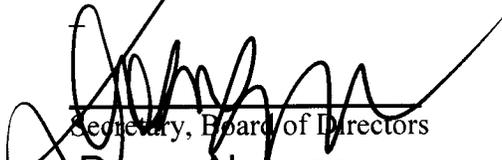


MISSOURI CITY DEVELOPMENT  
AUTHORITY

By:   
Chairman, Board of Directors

Date: 12.16.2013

ATTEST:

  
Secretary, Board of Directors  
Danny Nguyen

REINVESTMENT ZONE NUMBER TWO,  
CITY OF MISSOURI CITY, TEXAS

By: W. Frank Hest  
Chairman, Board of Directors

ATTEST:

Tap W. Hest  
Secretary, Board of Directors

**Preliminary Engineers Estimate and Cost Allocation  
For  
Vicksburg Boulevard**

Date: 11/21/2013

Approximate Length of Roadway = 2900' = 0.55 mi.  
Plus two (2) 900-foot Transitions on Lake Olympia Pkwy

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
<b>Fort Bend County</b>					
<b>ROADWAY - Vicksburg &amp; Lake Olympia</b>					
1	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	\$ 5,000
2	SWPPP INSPECTION & MAINTENANCE	MO	12	\$ 6,000.00	\$ 72,000
3	PREP ROW, INCLUDING RELOCATE 3 FHs	STA	50.0	\$ 1,000.00	\$ 50,000
4	PAVING SUBGRADE CUT, FILL, COMPACTION, DISPOSAL	CY	10,964	\$ 11.00	\$ 120,604
5	REMOVE & DISPOSE OF EXISTING PAVING	SY	920	\$ 10.00	\$ 9,200
6	REMOVE & DISPOSE OF EXISTING STORM SEWER	LF	1,250	\$ 10.00	\$ 12,500
7	REMOVE OLD STRUCTURES (INLETS & MANHOLES)	EA	6	\$ 500.00	\$ 3,000
8	LIME FOR SUBGRADE STABILIZED 38 LBS./SY	TON	549	\$ 160.00	\$ 87,840
9	MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	28,870	\$ 2.50	\$ 72,175
10	8-INCH REINFORCED CONCRETE PAVING	SY	25,644	\$ 35.00	\$ 897,540
11	6-INCH REINFORCED CONCRETE CURB	LF	14,790	\$ 2.50	\$ 36,975
14	HMAC BASE COURSE (9")	TON	579	\$ 100.00	\$ 57,900
15	HMHL SURFACE COURSE (3")	TON	177	\$ 130.00	\$ 23,010
16	PRIME COAT (0.25 GAL/SY)	GAL	286	\$ 6.00	\$ 1,716
17	TACK COAT (0.06 GAL/SY)	GAL	63	\$ 6.00	\$ 378
18	BLOCK SODDING	AC	0.45	\$ 15,000.00	\$ 6,750
19	HYDRO-MULCH SEEDING	AC	4	\$ 1,500.00	\$ 5,490
20	LOW PROFILE CONCRETE BARRIER (FURNISH AND INSTALL)	LF	400	\$ 20.00	\$ 8,000
21	LOW PROFILE CONCRETE BARRIER (RELOCATE)	LF	400	\$ 15.00	\$ 6,000
22	LOW PROFILE CONCRETE BARRIER (REMOVE)	LF	400	\$ 7.00	\$ 2,800
23	BARRICADE (TYPE III)	EA	6	\$ 800.00	\$ 4,800
24	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	12	\$ 2,000.00	\$ 24,000
25	VERTICAL DELINEATOR POSTS	LF	1,100	\$ 45.00	\$ 49,500
26	CENTERPOINT ENERGY STREET LIGHT REMOVAL	EA	2	\$ 4,801.50	\$ 9,603
27	CENTERPOINT ENERGY NEW STREET LIGHTS (16 TOTAL)	LS	1	\$ 28,770.00	\$ 28,770
28	CENTERPOINT ENERGY NEW TRAFFIC SIGNAL SERVICE	LS	1	\$ 15,568.00	\$ 15,568
29	CONCRETE PIPELINE CROSSING PROTECTION	CY	69	\$ 130.00	\$ 8,970
30	MOBILIZATION	LS	1	\$ 51,271.43	\$ 51,271
				<b>SUBTOTAL - ROADWAY</b>	<b>\$ 1,671,360</b>
<b>TRAFFIC</b>					
1	STREET & STOP SIGNS	EA	18	\$ 500.00	\$ 9,000
2	PAVING TRAFFIC MARKINGS	LS	1	\$ 19,100.00	\$ 19,100
3	TRAFFIC SIGNAL IMPROVEMENTS	LS	1	\$ 300,000.00	\$ 300,000
				<b>SUBTOTAL - TRAFFIC</b>	<b>\$ 328,100</b>
				<b>SUBTOTAL - ROADWAY &amp; TRAFFIC</b>	<b>\$ 1,999,460</b>
				<b>FORT BEND COUNTY MAXIMUM CONTRIBUTION</b>	<b>\$ 1,530,000</b>
				<b>Balance for AUTHORITY</b>	<b>\$ 469,460</b>
<b>Districts 47 &amp; 48</b>					
<b>SIDEWALKS &amp; RAMPS</b>					
12	5-FOOT CONCRETE SIDEWALKS	SY	987	\$ 80.00	\$ 78,960
13	HC RAMP FOR FUTURE SIDEWALK	EA	4	\$ 1,500.00	\$ 6,000
<b>DRAINAGE ITEMS - OUTFALL DITCH</b>					
1	DITCH EXCAVATION & DISPOSAL	CY	20,065	\$ 6.00	\$ 120,390
2	BACKSLOPE INTERCEPTOR STRUCTURE, INC. SLOPE PAVING	EA	4	\$ 3,500.00	\$ 14,000
3	BACKSLOPE DRAINAGE SWALE	LF	3,156	\$ 4.00	\$ 12,624
4	48" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	42	\$ 155.00	\$ 6,510
5	60" CMP (PRECOATED)(GALVANIZED)(10 GAUGE)	LF	451	\$ 195.00	\$ 87,945
6	MANHOLE (COMPL) (TY C)(48" & LARGER)	EA	2	\$ 3,000.00	\$ 6,000
7	CONCRETE SLOPE PAVING	SY	166	\$ 60.00	\$ 9,960
				<b>SUBTOTAL - DRAINAGE EASEMENT</b>	<b>\$ 257,429</b>

<b>STORM SEWER COLLECTION SYSTEM - VICKSBURG</b>						
1	24" RCP (ASTM C76 CLASS III) RG	LF	426	\$	60.00	\$ 25,560
2	36" RCP (ASTM C76 CLASS III) RG	LF	600	\$	105.00	\$ 63,000
3	42" RCP (ASTM C76 CLASS III) RG	LF	580	\$	135.00	\$ 78,300
4	48" RCP (ASTM C76 CLASS III) RG	LF	681	\$	160.00	\$ 108,960
5	MANHOLE (COMPL) (TY C)	EA	5	\$	2,500.00	\$ 12,500
6	MANHOLE (COMPL) (TY A)(48" & LARGER)	EA	4	\$	3,000.00	\$ 12,000
7	TYPE A INLET	EA	2	\$	1,900.00	\$ 3,800
8	TYPE H2 INLETS	EA	10	\$	2,500.00	\$ 25,000
9	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
10	TRENCH SAFETY (ALL DEPTHS)	LF	2950	\$	1.00	\$ 2,950
<b>SUBTOTAL - STORM SEWER COLLECTION SYSTEM VICKSBURG</b>						<b>\$ 334,570</b>
<b>STORM SEWER COLLECTION SYSTEM - LAKE OLYMPIA</b>						
1	24" RCP (ASTM C76 CLASS III) RG	LF	202	\$	60.00	\$ 12,120
2	TYP C1 INLETS	EA	3	\$	2,500.00	\$ 7,500
3	TYPE E INLET	EA	1	\$	2,500.00	\$ 2,500
<b>SUBTOTAL - STORM SEWER COLLECTION SYSTEM LAKE OLYMPIA</b>						<b>\$ 22,120</b>
10% CONTINGENCIE						<b>\$ 69,907.9</b>
<b>TOTAL DISTRICTS</b>						<b>\$ 768,986.90</b>

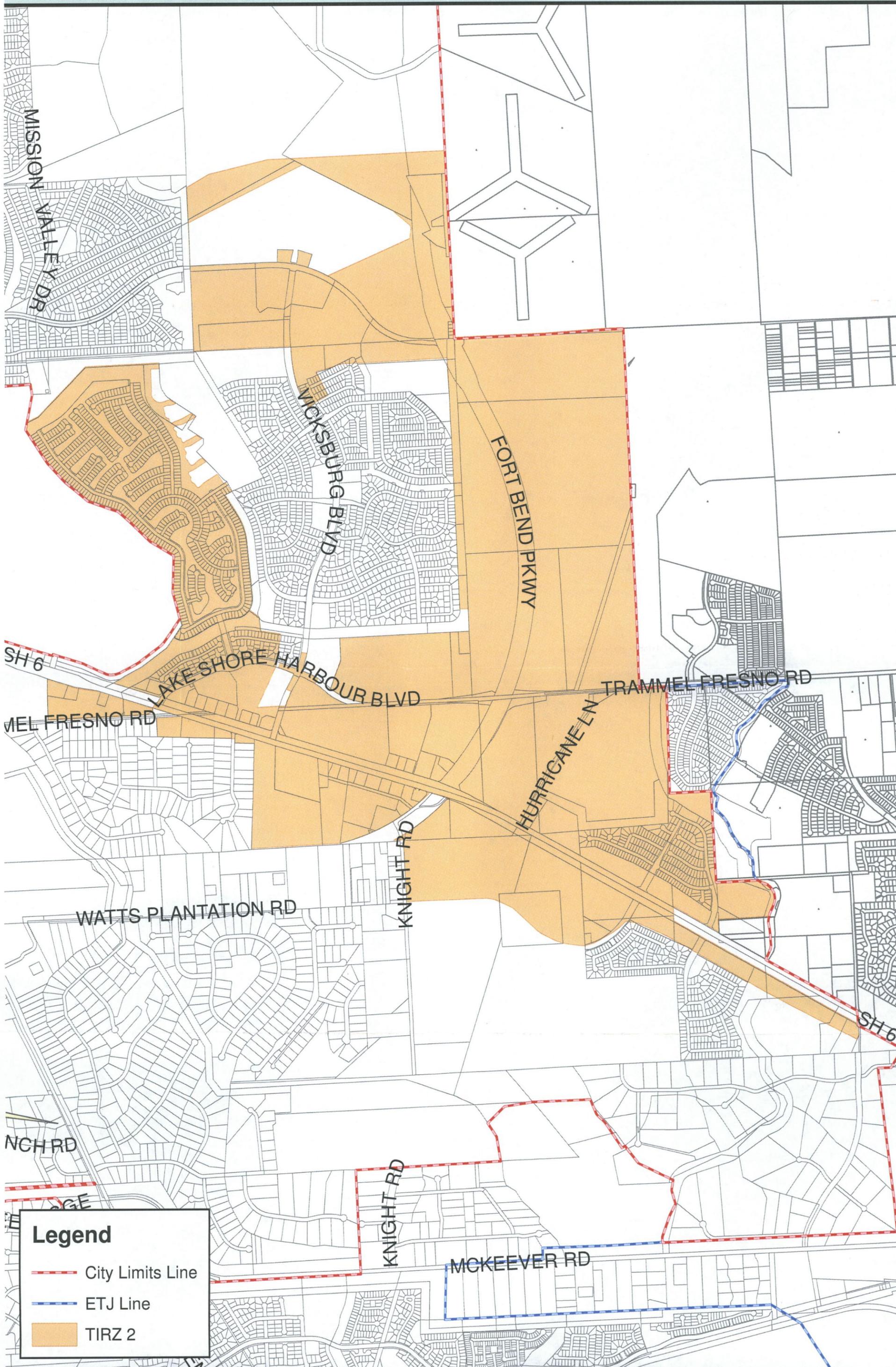
**Authority**

<b>ROADWAY AND TRAFFIC BALANCE</b>	<b>\$ 469,460</b>
<b>MATERIALS &amp; TESTING</b>	<b>\$ 45,000</b>
<b>BID &amp; CONSTRUCTION PHASE SERVICES</b>	<b>\$ 23,245</b>
<b>ROW ACQUISITION</b>	<b>\$ 75,000</b>
<b>10% CONTINGENCIES</b>	<b>\$ 214,270.54</b>
<b>SUBTOTAL - AUTHORITY</b>	<b>\$ 826,976</b>
<b>TOTAL CONSTRUCTION AMOUNT ESTIMATED*</b>	<b>\$ 3,125,963</b>

\* This estimate does not include landscaping or irrigation.

\*Actual construction costs may be higher, or lower than, this estimate.

\*\*This is a preliminary cost estimate prepared without the benefit of any contractor bids.



**Legend**

- City Limits Line
- ETJ Line
- TIRZ 2

**DEVELOPMENT AGREEMENT FOR  
VICKSBURG BOULEVARD  
ROAD IMPROVEMENTS**

This Development Agreement (the "Agreement") is made this the 22 day of July, 2014, by and among **Fort Bend County**, a political subdivision of the State of Texas (the "County"); the **City of Missouri City**, a Texas home-rule municipality (the "City"); the **Missouri City Development Authority**, a Texas non-profit local government corporation formed pursuant to the provisions of Chapter 431, Subchapter D, Texas Transportation Code (the "Authority"); and **Reinvestment Zone Number Two, City of Missouri City**, a tax increment reinvestment zone created by the City of Missouri City, Texas, pursuant to Chapter 311, Texas Tax Code, (the "Zone").

**RECITALS**

Whereas, pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City, by Ordinance No. O-99-43, adopted on August 2, 1999, created the Zone in the City; and

Whereas, the Board of Directors of the Zone (the "Zone Board") adopted a Project and Financing Plan (as defined Section 1.01 below) that provides the Zone will undertake to make certain acquisitions and improvements in the Zone, and such Project and Financing Plan, as amended was approved by the City Council of the City by Ordinance No. O-08-47 on August 18, 2008; and

Whereas, the Texas Tax Code provides that the Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

Whereas, the City and the Zone have contracted with the Authority to carry out the purposes of the Zone, including administration, supervision, construction, financing and other duties, and committed the revenues of the Zone to the Authority for such purposes, all as more particularly set forth in the agreement between the City, the Zone and the Authority, as amended (the "Tri-Party Agreement"); and

Whereas, the Parties (as defined in Section 1.01 below), Fort Bend County Municipal Utility District No. 47, and Fort Bend County Municipal Utility District No. 48 entered into an Interlocal Agreement for Regional Road Improvements

providing for certain improvements related to the extension Vicksburg Boulevard (the "Vicksburg Boulevard Agreement"); and

Whereas, pursuant to Section 5 of the Vicksburg Boulevard Agreement, City staff will submit to the Authority and the County for consideration a development agreement, setting out with specificity the responsibilities of the various entities, the mechanism for project financing and funding and other relevant terms and conditions specifically related to the Vicksburg Boulevard extension, and the parties to the Vicksburg Boulevard Agreement understood and agreed that adoption of such agreement is subject to the approval of the Parties; and

Whereas, the Parties have determined that each can best carry out their functions pursuant to the Tri-Party Agreement, the Project and Financing Plan, and the Vicksburg Boulevard Agreement (collectively, the "Background Instruments") by contracting with each other to provide for the efficient and effective implementation of certain aspects of the Background Instruments, and the Parties desire to enter into this Agreement to enable the development and financing and reimbursement for costs paid for the improvements to property located within the territory of the Zone pursuant to the Background Instruments; now, therefore,

## **AGREEMENT**

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County, City, the Authority, and the Zone contract and agree as follows:

### **ARTICLE 1 GENERAL TERMS**

Section 1.01 Definitions. The terms "Agreement," "Authority," "Background Documents," "City," "County," "Zone," "Tri-Party Agreement," "Vicksburg Boulevard Agreement," and "Zone Board" have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory and the word "may" is permissive.

*Act* means the Tax Increment Financing Act codified as Chapter 311 of the Texas Tax Code, as the same may be amended.

*County Advances* means any funds advanced by County pursuant to Section 5.01, and shall include any interest accrued and payable thereon pursuant to the Vicksburg Boulevard Agreement.

*Net Tax Increment* means the annual collections of the Tax Increment, less any amounts reasonably required or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve.

*Parties or Party* means the County, the City, the Authority, and the Zone as parties to this Agreement.

*Project and Financing Plan* means the then-existing project plan and reinvestment zone financing plan for the Zone as approved by City Council.

*Tax Increment* means funds deposited in the TIRZ Revenue Fund by the City pursuant to the Tri-Party Agreement, composed of funds received pursuant to that certain Interlocal Agreement or similar agreement between the City, Fort Bend County, Texas and the Zone.

*TIRZ Revenue Fund* means the special fund established by the Authority and funded with Tax Increment payments made by the City pursuant to the Tri-Party Agreement (which payments are attributable to incremental ad valorem real property taxes paid on the Project and other properties in the Zone).

*TIRZ Improvements* means the improvements contemplated in the Vicksburg Boulevard Agreement, described in Article 3 hereof, and as more fully and particularly described in Exhibit A attached hereto and located on the real property described in Exhibit A attached hereto.

Section 1.02 Singular and plural; gender. Words used herein in the singular shall also include the plural of such words, where the context so permits, and vice versa. The definitions of words in the singular shall also apply to the plural of such words where the context so permits and vice versa. Any gender reference shall include the opposite gender and the neuter.

Section 1.03 Conflicts. If there is any actual or perceived conflict between this Agreement and the Vicksburg Boulevard Agreement, the Vicksburg Boulevard Agreement shall control, and this Agreement shall be construed so as to conform to the provisions of the Vicksburg Boulevard Agreement.

## **ARTICLE 2 REPRESENTATIONS**

Section 2.01 Representations of the County. The County hereby represents as follows:

Subsection 2.01(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.01(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound or affected.

Subsection 2.01(C) This Agreement has been duly authorized, executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.

Subsection 2.01(D) The execution, delivery and performance of this Agreement by the County do not require the consent or approval of any person which has not been obtained.

Subsection 2.01(E) The County has sufficient capital to perform its obligations under this Agreement.

Section 2.02 Representations of the City. The City hereby represents as follows:

Subsection 2.02(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.02(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge,

violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

Subsection 2.02(C) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Subsection 2.02(D) The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person which has not been obtained.

Subsection 2.02(E) The City has sufficient capital to perform its obligations under this Agreement.

Section 2.03 Representations of Authority. The Authority hereby represents as follows:

Subsection 2.03(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

Subsection 2.03(B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

Subsection 2.03(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

Subsection 2.03(D) The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

Section 2.04 Representations of the Zone. The Zone hereby represents as follows:

Subsection 2.04(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

Subsection 2.04(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

Subsection 2.04(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

Subsection 2.04(D) The execution, delivery and performance of this Agreement by the Zone do not require the consent or approval of any person which has not been obtained.

### **ARTICLE 3 THE TIRZ IMPROVEMENTS**

Section 3.01 The TIRZ Improvements. The TIRZ Improvements are intended to enhance development within the boundaries of the Zone.

Section 3.02 TIRZ Improvements description. The TIRZ Improvements, as generally described in the Project and Financing Plan and as more fully and particularly described in Exhibit A, consist of acquisition, construction and development of the public improvements serving real property located within the boundaries of the Zone. The TIRZ Improvements will be developed pursuant to the schedule set forth in Exhibit A, and subject to any reasonable change to the schedule that the City may make. The TIRZ Improvements shall include all engineering, legal and other consultant fees and expenses related to such TIRZ Improvements and as provided in the Vicksburg Boulevard Agreement.

Section 3.03 Additional Projects. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

#### **ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY**

Section 4.01 Construction manager. The City agrees to construct the TIRZ Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the TIRZ Improvements. The City will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the TIRZ Improvements, provide regular monthly reports of such construction to the County, the Authority, and the Zone, provide additional reports upon request, and cause the construction to be performed in accordance with the Project and Financing Plan.

Section 4.02 Design of the TIRZ Improvements. The appropriate plans will be submitted to the City as provided in the Vicksburg Boulevard Agreement. The TIRZ Improvements shall be designed in accordance with City standards applicable to such public improvements within the City.

Section 4.03 Construction contracts. The City shall promulgate contract and bid documents in accordance with and subject to the Vicksburg Boulevard Agreement.

Section 4.04 Construction and implementation of the TIRZ Improvements. The City shall be responsible for the inspection and supervision of the construction and implementation of the TIRZ Improvements as provided in the Vicksburg Boulevard Agreement.

Subsection 4.04(A) The City shall commence construction and diligently pursue completion of the TIRZ Improvements in a timely fashion to coincide with the development of the Project as set forth in Exhibit A.

Subsection 4.04(B) The City shall provide the other Parties with a final summary of all costs associated with such contract in accordance with the Vicksburg Boulevard Agreement.

Subsection 4.04(C) The TIRZ Improvements shall be owned and maintained as provided for by the Vicksburg Boulevard Agreement

Section 4.05 Conveyance of easements. The acquisition of and grant to the City of all required construction and access easements necessary to maintain, repair, replace, modify and remove the TIRZ Improvements shall be done in accordance with the Vicksburg Boulevard Agreement.

## **ARTICLE 5 PROJECT FINANCING AND FUNDING**

### Section 5.01 The County Advances.

Subsection 5.01(A) In connection with the construction of the TIRZ Improvements, the County agrees to provide funds pursuant to the Vicksburg Boulevard Agreement. In no event shall reimbursement of the County Advances, pursuant to Section 5.02 below, exceed the limits provided in the Vicksburg Boulevard Agreement.

Subsection 5.01(B) Interest on any County Advance shall accrue as provided in the Vicksburg Boulevard Agreement.

### Section 5.02 Reimbursement of County Advances.

Subsection 5.02(A) The Authority shall repay the County Advances in accordance with the Vicksburg Boulevard Agreement.

Subsection 5.02(B) The reimbursements shall be made in accordance with the schedule for reimbursement provided in the Vicksburg Boulevard Agreement.

Subsection 5.02(C) The Authority shall provide to the County, upon the written request of the County, and on the earliest practicable date such information is available after the date of such request, certified copies of all statements of revenue and the sources of such revenue of the Zone and Authority, the intended use of which is to verify the availability of funds for repayment of the County Advances, if applicable, under this Section 5.02.

Section 5.03 Priorities. As provided in the Vicksburg Boulevard Agreement, the Parties understand and agree that the reimbursements provided herein are subject to actual tax increment revenues being collected in the Zone not otherwise allocated to other projects, as provided in the Vicksburg Boulevard Agreement.

## **ARTICLE 6 DEFAULT**

Section 6.01 If the Zone or the Authority does not perform its obligations hereunder in compliance with this Agreement and subject to the Vicksburg Boulevard Agreement, in addition to the other rights given the County in this Agreement, the County may seek specific performance of this Agreement only.

Section 6.02 If the County fails to fund County Advances, the City, the Authority, and the Zone may terminate this Agreement and shall be relieved of any obligation to reimburse the County.

Section 6.03 The Party alleging default shall provide written notice to the other Party of such default, and the defaulting Party shall have thirty (30) days to remedy the default prior to the declaration of any default hereunder.

## **ARTICLE 7 GENERAL**

Section 7.01 Inspections, audits. The Parties shall keep such operating records with respect to activities contemplated by this Agreement and all costs associated therewith as may be required by the Parties, or by State or federal law or regulation. Each Party shall allow all other Parties access to such records, and the Parties shall have a right at all reasonable times to audit all documents and records in the other Parties' possession, custody or control relating to the activities contemplated by this Agreement to assist the other Parties in determining compliance with this Agreement.

Section 7.02 Operations and employees. All personnel supplied or used in performance of this Agreement shall be deemed employees, contractors, or subcontractors of the City and will not be considered employees, agents, contractors or subcontractors of the other Parties for any purpose whatsoever. The City shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 7.03 Personal liability of public officials, legal relations. Except as required by State law, no director, officer, employee or agent of the Parties shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same

time as such electronic or facsimile transmission or personally delivered to an officer of the receiving party at the following addresses:

Fort Bend County, Precinct 2  
303 Texas Parkway, Suite 213  
Missouri City, Texas 77489  
Attn: The Honorable Grady Prestage

With a copy to:  
Fort Bend County Judge  
401 Jackson Street, First Floor  
Richmond, Texas 77469  
Attn: The Honorable Robert Hebert

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard

Missouri City Development Authority  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard

Reinvestment Zone Number Two, City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: Edward Broussard

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by or actually received by the Party who is the recipient of such communication.

Section 7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by all Parties. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege

under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 7.07 Successors and assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement, in whole or in part, or any interest herein only with the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect.

Section 7.08 Exhibits; titles of article, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the Agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, except conflict of laws provisions, as such laws are now in effect. Venue for any action or suit related to this Agreement shall be in Fort Bend County, Texas.

Section 7.10 Entire Agreement. This written Agreement represents the final agreement among the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

Section 7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the County Advances have been repaid in full, January 1 of the year following the expiration of the Zone or as otherwise terminated as provided for in this Agreement or in the Vicksburg Boulevard Agreement.

Section 7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

Section 7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

Section 7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original but such counterparts together shall constitute but one and the same instrument.

Section 7.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

Section 7.16 Waivers. The Parties may waive any provision of this Agreement by providing written evidence thereof in writing. Waiver of a particular provision shall not be deemed a waiver of future compliance with such provision.

Section 7.17 Effect of the Background Documents. The obligations of the Parties hereunder are specifically conditioned upon the approval, execution and effectiveness of the Background Documents. If any of the Background Documents expire, are terminated, or are no longer effective such that the improvements contemplated by this Agreement and by the Vicksburg Boulevard Agreement are not constructed, then this Agreement is terminated, except for the obligation to reimburse the County for any County Advances paid to the City, without any penalty to any Party due to the termination.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed effective the date first set forth above.

**FORT BEND COUNTY**

  
Robert E. Hebert, County Judge

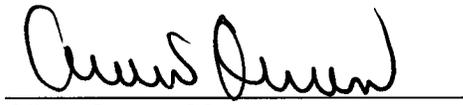
Date: 8-12-14  
*Approved by Commissioners Court 722-14*

Attest:

  
Dianne Wilson, County Clerk



**CITY OF MISSOURI CITY, TEXAS**

  
Allen Owen, Mayor

Date: 7. 21. 2014

Attest:

  
Maria Gonzalez, City Secretary

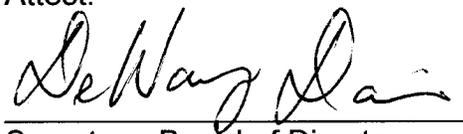


**REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY**

  
Chairperson, Board of Directors

Date: 7/15/2014

Attest:

  
Secretary, Board of Directors

MISSOURI CITY DEVELOPMENT AUTHORITY

*Allen Owen*

Allen Owen, Chairperson

Date: *7.21.2014*

Attest:

*Floyd Emery*  
Floyd Emery, Secretary

**EXHIBIT A**

**Interlocal Agreement for Regional Road Improvements**



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**May 4, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 9(b) Consider authorizing a reimbursement to Houston Community College System from TIRZ No. 3  
**Submitted by:** Allena Portis, Director of Financial Services

**SYNOPSIS**

On December 15, 2008, an Interlocal Agreement was executed between the City, Houston Community College System (HCCS), and Reinvestment Zone No. 3. The agreement provided for HCCS's participation in the zone with the limitation that HCCS's tax increment participation shall be used solely for the payment of project costs relating to the implementation of the project plan with respect to the educational facilities identified in the project plan as Houston Community College or HCC facilities.

The project plan included Houston Community College Educational Facilities in an estimated amount of \$6,916,722. The project plan was approved by City Council by means of Ordinance No O-08-22.

HCCS is requesting reimbursement of tax increment funds for the Missouri City campus built within the zone. Although this facility was later sold and relocated to an area not located in the zone ( City Hall complex), it has been determined that HCCS is still entitled to this reimbursement.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Have quality development through buildout

**BACKGROUND**

The agreement states that reimbursable costs are to be reviewed and verified by an independent accountant. CPA Firm, Mccall Gibson Swedlund Barfoot, PLLC was engaged to complete this agreed upon procedure report. The total costs submitted by HCCS were reviewed and verified with total eligible costs at \$945,815.09. The increment available for reimbursing HCCS is \$350,242.09, which is the increment contributed by HCCS through May 19, 2016.

The increment quoted by HCCS (\$341,442) in their reimbursement request dated July 7, 2016 does not include a payment in the amount of \$8,981.72 made on May 16, 2016.

HCCS ceased contributing their portion of the tax increment while awaiting reimbursement. The following increments have been billed and are due and payable to the zone:

Tax Year 2015 (FY16)	\$70,041.83
Tax Year 2016 (FY17)	\$125,991.97
Total	\$196,033.80

Upon payment of these outstanding increments, HCCS will be entitled to a total reimbursement of \$546,457.89. In addition to this amount, HCCS will be eligible for the paid increments for Tax Years 2017, 2018, and 2019 up to termination of their participation limited to a total reimbursement of \$945,815.09.

The Interlocal agreement states that HCCS is entitled to the balance of any increment paid that remain unspent. If this reimbursement is not approved and HCCS's participation in the TIRZ is terminated, HCCS would be entitled to receive \$350,242.09 in unspent tax increment received from HCCS if further increments were not received from HCCS.

The TIRZ board met and approved this reimbursement on April 27, 2020.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
TIRZ No. 3	265-53509-10-265	Development Agreement Expense	\$947,115	\$947,115	An amount not to exceed HCCS contribution to the TIRZ or \$945,815.09, whichever is less.

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manager

**Financial/Budget Review:** Allena Portis, Director of Financial Services

*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. Agreed Upon Procedures Report
2. Houston Community College Letter Dated July 7, 2016
3. Interlocal Agreement
4. Ordinance No. O-08-22 with TIRZ 3 Project Plan
5. HCC Record of Payment History
6. City Record of Payment History

**STAFF'S RECOMMENDATION**

Staff recommends authorizing reimbursement to Houston Community College System in an amount not to exceed HCCS's contribution to the TIRZ or \$945,815.09, whichever is less.

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

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

**THE CITY OF MISSOURI CITY, TEXAS  
REINVESTMENT ZONE NUMBER 3  
(SIENNA ZONE)**

REPORT ON APPLYING AGREED-UPON PROCEDURES TO

TAX INCREMENT PARTICIPATION FOR  
HOUSTON COMMUNITY COLLEGE FACILITIES

REIMBURSABLE TO

HOUSTON COMMUNITY COLLEGE SYSTEM

JANUARY 15, 2020

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SCHEDULE

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING  
AGREED-UPON PROCEDURES

SCHEDULE OF APPROVED TIRZ PROJECT FUNDS  
REIMBURSABLE TO HOUSTON COMMUNITY  
COLLEGE SYSTEM

A

Draft - Subject to Change

# McCALL GIBSON SWEDLUND BARFOOT PLLC

*Certified Public Accountants*

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
Fax (713) 462-2708  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

9600 Great Hills Trail  
Suite 150W  
Austin, Texas 78759  
(512) 610-2209  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

January 15, 2020

Anthony Snipes, City Manager  
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 of Missouri City, Texas (the "City"), Reinvestment Zone No. 3 on the invoices and schedules submitted by Houston Community College System ("HCCS"), included for payment from tax increment participation funds in the reimbursement zone. These procedures were performed solely to assist you in determining the amount to be reimbursed to the Recipient for actual costs incurred in accordance with the Interlocal Agreement. The responsible parties of the report are the intended users of the report. Our engagement was limited to a review of the documentation and information submitted for review by the respective parties for the purpose of determining the amount to be reimbursed as approved in the Interlocal Agreement.

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 management of the City and the Reinvestment Zone. 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 HCCS in substantiation of the costs to be reimbursed. Our review included all documentation supporting items, amounts, and ACH statements for proof of payment for which reimbursement is requested.
- B. We read the Interlocal Agreement for particular items that might affect the reimbursement. The agreement reviewed is referenced in our report.

- C. We reviewed the computation of certain construction costs, looking for any amounts required to be paid 100% by the Recipient, in accordance with the Interlocal Agreement.
- D. For all payments, we compared the payment dates to copies of ACH statements provided. No bank statements were submitted for our review.
- E. We prepared a reimbursement report for the benefit of the City, including the accountant's report and schedule of amounts reimbursable to HCCS, and calculation of amounts to be reimbursed.

The attached Schedule A, titled "Schedule of Approved TIRZ Project Funds Reimbursable to Houston Community College System", sets forth their reimbursable costs. This reimbursement is in accordance with the terms and conditions of the Interlocal Agreement between the City, the Zone and HCCS dated February 3, 2009.

HCCS originally submitted schedules and invoices totaling \$947,115.23 as project costs for educational facilities. We reviewed the documents submitted, and revised the reimbursable amount to \$945,815.09. The decrease of \$1,300.14 was for a document that was not submitted. As of the date of this report, Houston Community College System has paid the City \$350,424.09, as verified by the City. Under the agreement, HCCS is to be reimbursed \$350,424.09 for increment paid on Tax Increment Participation in the Reinvestment Zone.

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 January 15, 2020. 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 City 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 except to comply with filing requirements as required by the respective agreements.

We appreciate this opportunity to be of service to you.

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
Houston, Texas

**CITY OF MISSOURI CITY, TEXAS**  
**SCHEDULE OF APPROVED TIRZ PROJECT FUNDS**  
**REIMBURSABLE TO**  
**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**JANUARY 15, 2020**

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

DESCRIPTION	REIMBURSABLE COST
<b>PDG, Inc.</b>	
Architect - Design and Construction for Educational Facilities	
Amount Paid by Developer	\$ 549,287.33
<b>Pierce Goodwin Alexander &amp; Linville, Inc.</b>	
Project Management and Inspection for Educational Facilities	
Amount Paid by Developer	396,527.76
<b>TOTAL AMOUNT REMBURSABLE TO HOUSTON COMMUNITY COLLEGE SYSTEM FOR EDUCATIONAL FACILITY COSTS AS OF JANUARY 15, 2020</b>	<b>\$ 945,815.09</b>
Less: Amount Subject to Unpaid Tax Increment Participation Amounts Under the Agreement	595,391.00
<b>TOTAL AMOUNT REIMBURSABLE FOR PAYMENTS MADE BY HOUSTON COMMUNITY COLLEGE SYSTEM FOR TAX INCREMENT PARTICIPATION IN THE ZONE AS OF JANUARY 15, 2020</b>	<b>\$ 350,424.09</b>



July 7, 2016

**Via Certified Mail, Return Receipt Requested**

Certified Mail#: 9202 8901 6232 6900 0012 95

Mr. Joe Workman, Chair, Board of Directors  
c/o Executive Director  
Reinvestment Zone No. Three  
City of Missouri City  
P.O. Box 22167  
Houston, Texas 77092

**Via Certified Mail, Return Receipt Requested**

Certified Mail#: 9202 8901 6232 6900 0012 88

Mr. Anthony Snipes  
City Manager, City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489

**Re: Interlocal Participation Agreement dated between HCCS, City of Missouri City and Reinvestment Zone Number Three, City of Missouri City (hereinafter the "TIRZ")**

Dear Gentlemen,

Pursuant to the above-referenced Interlocal Participation Agreement, the Houston Community College System ("HCC") hereby submits this request for reimbursement of funds expended by HCC towards authorized project costs for HCC educational facilities identified within the TIRZ Project Plan, specifically the Missouri City campus.

As you are aware, the terms of the Interlocal Participation Agreement require that HCC's Tax Increment Participation payments are to be used solely for the payment of project costs incurred for HCC educational facilities. To date, HCC has paid a total of \$341,442 in Tax Increment Participation Payments. Additionally, HCC is in receipt of an invoice from the TIRZ for payment of Tax Increment Participation for the tax year 2015 in the amount of \$70,042, making the total funds available for reimbursement to HCC for qualifying project costs \$411,484.

Attached hereto as Exhibit A is a schedule detailing the reimbursable project cost expenditures made by HCC for program management and architectural services for the Missouri City campus, totaling \$947,115. Given that the reimbursements to which HCC is entitled exceeds both the amount of Tax Increment Participation Payments made by HCC to date, as well as the total amount that will have been paid taking into account the payment due for tax year 2015, HCC respectfully requests that HCC's obligation to pay the pending invoice for 2015 be suspended, pending a final accounting and approval of this reimbursement request.



To: Chairman Joe Workman and Mr. Anthony Snipes  
Re: Interlocal Participation Agreement

July 7, 2016  
Page 2

HCC requests that this reimbursement request be processed at your earliest opportunity, so that reimbursement may be made to HCC by the first business day of the calendar quarter beginning October 1, 2016, as required by the TIRZ Project Plan Agreement. Please do not hesitate to contact me if you have any questions or require additional documentation from HCC.

Sincerely,



Teri Zamora  
Senior Vice Chancellor

**Houston Community College System**  
**List of Reimbursible CIP Transactions for Missouri City Project**

Journal ID	LN	Date	Vendor	Account	Amount	Cumulative Total
AP00198894	65	1/16/2007	PDG, Inc_Architect	75002	38,017.74	
AP00198894	66	1/16/2007	Sienna Plantation Management District	75002	180,756.00	
AP00198894	66	1/16/2007	Fort Bend County	75002	108,701.06	
AP00199397	37	2/1/2007	PDG, Inc_Architect	75002	8,820.00	
AP00202800	109	5/16/2007	PDG, Inc_Architect	75002	25,371.89	
AP00202800	110	5/16/2007	PDG, Inc_Architect	75002	2,329.76	
AP00203965	206	6/21/2007	PDG, Inc_Architect	75002	8,356.00	
AP00203965	207	6/21/2007	PDG, Inc_Architect	75002	32.34	
AP00206496	194	8/22/2007	PDG, Inc_Architect	75002	7,520.40	
AP00206496	195	8/22/2007	PDG, Inc_Architect	75002	2,223.45	
AP00206909	15	8/30/2007	PDG, Inc_Architect	75002	80,000.00	
AP00224706	210	1/7/2008	PDG, Inc_Architect	75002	8,745.35	
AP00226324	155	2/28/2008	PDG, Inc_Architect	75002	13,053.42	
AP00227689	303	4/21/2008	PDG, Inc_Architect	75002	9,776.52	
AP00229462	115	6/18/2008	PDG, Inc_Architect	75002	13,536.72	
AP00230694	276	7/21/2008	PDG, Inc_Architect	75002	14,288.76	
AP00233208	91	8/20/2008	PDG, Inc_Architect	75002	7,520.40	
AP00245068	174	10/17/2008	PDG, Inc_Architect	75002	3,760.20	
AP00249358	80	12/17/2008	PDG, Inc_Architect	75002	4,178.00	
AP00256428	98	6/24/2009	PDG, Inc_Architect	75002	12,299.32	<u>549,287.33</u> Architect
AP00198272	137	12/14/2006	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	9,751.00	
AP00198347	119	12/18/2006	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	3,250.33	
AP00199434	73	2/1/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	3,575.37	
AP00201335	42	4/4/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	3,900.40	
AP00201680	179	4/13/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	1,625.16	
AP00202082	65	4/26/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	325.04	
AP00203923	154	6/20/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	162.51	
AP00206031	229	8/8/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	162.52	
AP00206567	195	8/23/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00221917	198	12/5/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	9,751.00	
AP00221975	193	12/6/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	12,676.30	
AP00224486	162	12/18/2007	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	6,825.70	
AP00226992	216	3/27/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00227316	29	4/4/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	14,626.50	
AP00228433	136	5/15/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	14,626.50	
AP00229228	235	6/10/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	80,424.00	
AP00229886	244	7/1/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00229886	245	7/1/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.83	
AP00230848	219	7/25/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00230848	220	7/25/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.83	
AP00233403	117	8/27/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00233446	35	8/27/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	2,996.00	
AP00233447	166	8/28/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	4,875.50	
AP00233447	167	8/28/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	26,451.66	
AP00233447	182	8/28/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	8,116.00	
AP00244812	106	10/9/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	1,950.20	
AP00244812	115	10/9/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	2,733.00	
AP00245311	212	10/27/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.83	
AP00248761	218	12/1/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	975.10	
AP00248761	219	12/1/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.83	
AP00248761	234	12/1/2008	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	1,310.00	
AP00252326	142	2/10/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	1,950.20	
AP00252326	152	2/10/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	3,168.00	
AP00252364	213	2/10/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.83	
AP00252879	245	3/3/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	26,451.66	
AP00253516	205	3/27/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	7,110.00	
AP00253516	194	3/27/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	26,451.66	
AP00253844	116	4/3/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	2,600.27	
AP00254216	126	4/17/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	650.06	
AP00254216	127	4/17/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	13,225.87	
AP00255696	156	6/3/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	3,250.34	
AP00256237	149	6/18/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	4,600.00	
AP00256775	247	6/18/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	2,600.26	
AP00262261	167	6/18/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	344.00	
AP00262541	181	6/18/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75005	1,300.14	
AP00262739	164	8/3/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	2,400.00	
AP00263506	84	8/26/2009	Pierce Goodwin Alexander & Linville Inc.(PGAL)	75006	129.00	<u>397,827.90</u> Program Manager
					<u>947,115.23</u>	<u>947,115.23</u>

Houston Community College  
Office of Finance &  
Administration  
3100 Main Street

Houston, TX 77002

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USPS CERTIFIED MAIL™



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City of Missouri City  
Mr. Anthony Snipes, City Manager  
1522 Texas Parkway

Missouri City TX 77489-2170

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7/7/2016

Houston Community College  
Office of Finance &  
Administration  
3100 Main Street

Houston, TX 77002

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City of Missouri City  
Chairman Joe Workman, Board of Directors  
PO BOX 22167

HOUSTON TX 77227-2161

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7/7/2016

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT**

**I. PARTIES**

**A. Address**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CITY OF MISSOURI CITY, TEXAS (“City”) a municipal corporation and home-rule city of the State of Texas principally situated in the County of Fort Bend, acting by and through its governing body, the City Council; HOUSTON COMMUNITY COLLEGE SYSTEM (“HCCS”), a Texas community college district located in Fort Bend and Harris Counties; and REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY, TEXAS (SIENNA ZONE) (the “Reinvestment Zone”), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Section 311.013 of the Texas Tax Code.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

<u>City</u>	<u>HCCS</u>	<u>The Reinvestment Zone</u>
City Manager or Designee City of Missouri City, Texas 1522 Texas Parkway Missouri City, Texas 77459	Houston Community College System Attn: Dr. Mary Spangler 3100 Main Street Houston, TX 77002	Reinvestment Zone No. Three, City of Missouri City, Texas Attn: Chair, Board of Directors c/o Executive Director P.O. Box 22167 Houston, Texas 77092

**B. Index**

The City, HCCS and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section/Description</u>	<u>Page</u>
I. PARTIES	1
II. DEFINITIONS	6
III. BACKGROUND	7
IV. OBLIGATIONS OF HCCS	7
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	9

**C. Parts Incorporated**

All of the above described sections and documents are hereby incorporated into this Agreement by this references for all purposes.



**REINVESTMENT ZONE NUMBER THREE,  
CITY OF MISSOURI CITY, TEXAS**

By:  Date: \_\_\_\_\_  
Chairman, Board of Directors

ATTEST/SEAL:

By:  Date: 2/3/2009  
Secretary, Board of Directors

[The remainder of this page is intentionally left blank.]

HOUSTON COMMUNITY COLLEGE SYSTEM

By: Mary Spangler Date: 12-09-08  
Name: Mary Spangler  
Title: Chancellor

ATTEST/SEAL:



By: Reatha Bell Date: 12.9.08  
Name: Reatha Bell  
Title: Secretary

APPROVED AS TO FORM  
BY HCC GENERAL COUNSEL

[Signature]

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Administrative Costs” means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the Project Plan.

“Agreement” means this agreement between the City, HCCS and the Reinvestment Zone.

“Agreement Term” is defined in Section VI.

“Captured Appraised Value” means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

“City” is defined in Section I of this Agreement and includes its successors and assigns.

“Countersignature Date” means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The “HCCS” is defined in Section I of this Agreement and includes its successors and assigns.

The “HCCS Tax Increment Participation” means the amount of HCCS tax levy on the Captured Appraised Value which HCCS agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

“Project Plan” means project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City as amended.

“Reinvestment Zone” means Reinvestment Zone Number Three, City of Missouri City, Texas and includes its successors and assigns.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

### **III. BACKGROUND**

The City created the Reinvestment Zone for the purposes of development and redevelopment in the area of the Reinvestment Zone. HCCS desires to participate in the Reinvestment Zone in consideration of the agreements set forth below.

HCCS received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was received more than 60 days before the public hearing on the creation of the Reinvestment Zone and conforms in all respects to the requests of §311.003 of the Texas Tax Code, as amended.

### **IV. OBLIGATIONS OF HCCS**

#### **A. Tax Increment Participation by HCCS**

HCCS shall pay to the City for deposit into the Tax Increment Fund 100 percent of all taxes collected by HCCS each year during the term of this Agreement at the then-prevailing HCCS tax rate on the Captured Appraised Value.

HCCS Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amounts shown above. HCCS shall not be obligated to pay its HCCS Tax Increment Participation from other HCCS taxes or revenues or until HCCS Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay HCCS Tax Increment Participation shall accrue as taxes representing HCCS tax increment are collected and payment shall be due on the first day of each calendar quarter.

#### **B. Expansion of the Investment Zone**

The obligation of HCCS to participate in the Reinvestment Zone is limited to the area of the Reinvestment Zone as of the date hereof. HCCS participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless HCCS approves in writing the participation in the expanded area.

**C. Board of Directors**

HCCS has the right to appoint one member on the Reinvestment Zone Board of Directors.

**V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE**

**A. Project Plan**

A copy of the Project Plan has been provided to HCCS and any amendments thereto shall be provided to HCCS before any such plan is finally approved by the Reinvestment Zone.

**B. Educational Facilities**

HCCS's Tax Increment Participation shall be used solely for the payment of Project Costs (including without limitation financing costs) relating to the implementation of the Project Plan with respect to the educational facilities identified in the Project Plan as "Houston Community College," or "HCC" facilities.

**VI. TERM AND TERMINATION**

**A. Agreement Term**

This Agreement shall become effective as of the date of the final signature hereto. The first payment of HCCS Tax Increment Participation shall be for those taxes levied by HCCS in the year 2007 and the last payment by HCCS under this Agreement is for those taxes levied by HCCS in the year 2037.

**B. Early Termination**

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than 2037 without the prior written consent of HCCS; provided that the Reinvestment Zone may otherwise terminate by operation of law.

**C. Disposition of Tax Increments**

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to HCCS all monies remaining in the Tax Increment Fund that are attributable to HCCS Tax Increment Participation.

## VII. MISCELLANEOUS

### A. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either HCCS, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on HCCS's contributions or participation, then this Agreement shall be void as to HCCS and HCCS shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

### B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

### C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

### D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

### E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**F. Assignment**

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

**G. Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of HCCS.

**H. No Waiver of Immunity**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

[End of Agreement.]

ORDINANCE NO. O-08-22

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

\* \* \* \* \*

**WHEREAS**, by City of Missouri City Ordinance O-07-58, the City created Reinvestment Zone Number Three, City of Missouri City, Texas; and

**WHEREAS**, the Board of Directors of the Reinvestment Zone Number Three has approved and recommended the Project Plan and Reinvestment Zone Financing Plan (the "Proposed Plans") attached hereto for the development of said Zone; and

**WHEREAS**, before the City of Missouri City ("City") and the Board of Directors of the Reinvestment Zone Number Three may implement the Proposed Plans, the City Council must approve the Proposed Plans and determine whether said Proposed Plans are feasible and in conformance with the City's master plans; now, therefore,

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

**Section 1.** That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

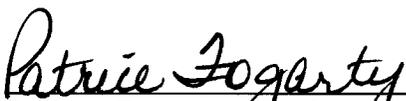
**Section 2.** That the Project Plan and Reinvestment Zone Financing Plan attached hereto for Reinvestment Zone Number Three, City of Missouri City, Texas is hereby approved.

PASSED AND APPROVED on first reading this 5<sup>th</sup> day of May, 2008

PASSED, APPROVED and ADOPTED on second and final reading this 15<sup>th</sup> day of May, 2008.

  
\_\_\_\_\_  
Allen Owen, Mayor

ATTEST:

  
\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Caroline Kelley, City Attorney



Project Plan & Reinvestment  
Zone Financing Plan  
Tax Increment Reinvestment Zone No. 3  
City of Missouri City, Texas

April 2008

HAWES HILL CALDERON  
IIP



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### Project Overview

- TIRZ Concept
- Executive Summary
- Location
- Project Overview and Costs
- Statutory Requirements for Project and Finance Plans

### Project Plan

1. Map Showing Existing Conditions/Proposed Improvements
2. Proposed Changes of Municipal Ordinances
3. List of Estimated Non-Project Costs
4. Method of Relocating Persons to be Displaced

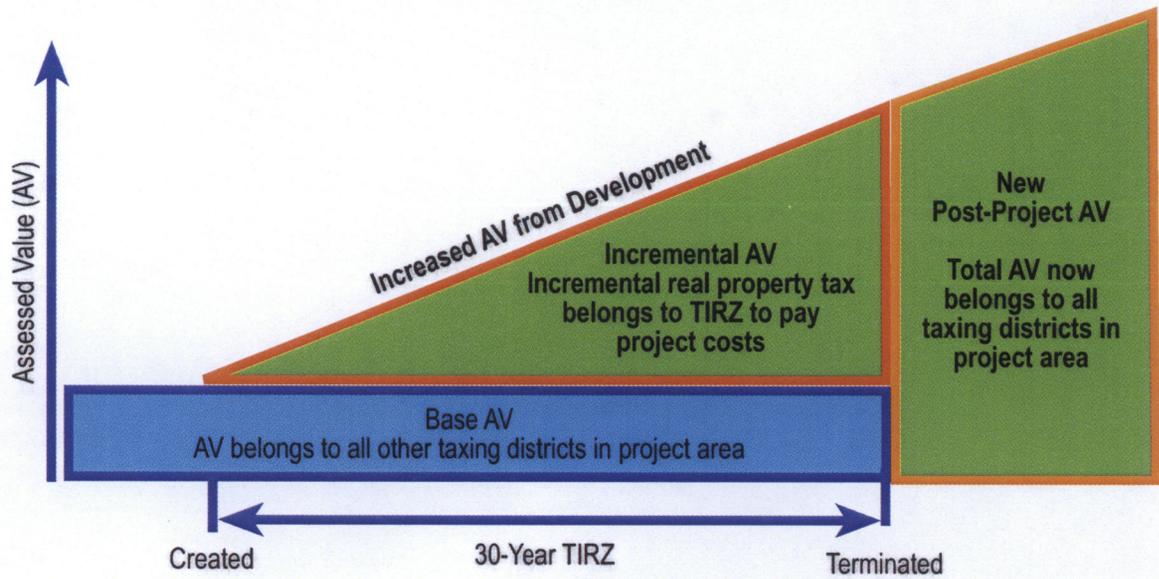
### Reinvestment Zone Finance Plan

1. List of Estimated Project Costs
2. Statement of Proposed Public Works/Public Improvements
3. Economic Feasibility Study
4. Estimated Amount of Bonded Indebtedness
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- Schedule B Projected Assessed Taxable Valuations
- Schedule C Projected Zone Revenue - Property Tax
- Schedule D Projected Zone Revenue - Sales Tax
- Appendix 1 Bond Analysis and Debt Service Requirements





**The TIRZ Concept**

A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code to assist cities in developing or redeveloping blighted and substandard areas within their boundaries.

Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by the zone.

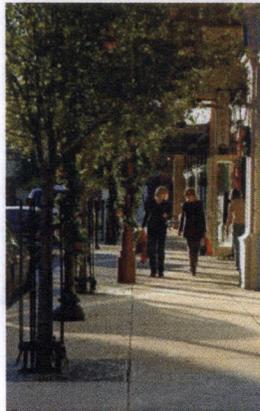
Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As new development occurs in the Zone due to the provision of new infrastructure, the value of real property increases.

This additional value above the base is known as the increment. It is set aside to finance infrastructure improvements within the Zone. Once all projects are completed, or after a defined period of time, the TIRZ is dissolved and infrastructure is conveyed to the city.

During the life of the Zone, usually 30 years, the city and other participating taxing jurisdictions collect tax revenue on the base value of the Zone as well as sales tax and franchise fee revenue generated by new development. When the zone is dissolved, the city and other participating taxing jurisdictions also collect tax revenue on the incremental value created by new development.

**About This Document**

Prior to creation of a TIRZ, the statute requires preparation of a Preliminary Project Plan and Reinvestment Zone Financing Plan. This document details the specific projects proposed to address existing conditions in the area as well as the method and means to finance them. After the TIRZ has been created, the TIRZ board of directors finalizes the Project Plan and Reinvestment Zone Financing Plan and forwards the same to the jurisdictional governing body, typically a city council or commission, for final approval as required by statute. That plan governs where tax increment revenue can be used to develop the Zone.



## Executive Summary

The City of Missouri City Tax Increment Reinvestment Zone (TIRZ) Number Three consists of 582 acres of vacant, agricultural, and partially developed land located in the southern portion of the city along State Highway 6.

While the site holds great potential due to its location, it lacks the infrastructure necessary to support commercial development. Moreover, portions of the land lie within the 100-year flood plain and lack adequate drainage to facilitate development. As such, the site is not likely to be developed beyond its current use but for the creation of a TIRZ.

The City of Missouri City TIRZ #3 is proposed to help pay for infrastructure costs to facilitate a new commercial development consisting of retail, office, multi-family, and town center facilities. The Zone's projected costs are primarily related to the infrastructure and drainage facilities necessary to support this development.

The public improvements proposed in this plan would convey a direct benefit to the City of Missouri City and Fort Bend County both in terms of quality regional growth and new sales tax and ad valorem tax revenue directly attributable to the development. In addition, the proposed improvements will add significant drainage and roadway capacity to the existing local system.

It is estimated that the City of Missouri City will collect \$117 million in new sales tax and ad valorem tax revenue over the 30-year life of the TIRZ due to development associated with this project.

Under this proposal, the developer would be reimbursed from revenue generated by the TIRZ for investments in roadway, drainage infrastructure, and other public improvement costs. The city would incur no capital improvement costs. Over the life of the TIRZ, the city would continue to collect the base real property tax revenue as well as new sales tax and franchise fee revenues generated by the development.

The entire project includes \$90 million in infrastructure improvements and \$306 million in commercial development.





### Location

Tax Increment Reinvestment Zone No. 3, City of Missouri City is generally centered on the intersection of Sienna Parkway and Trammel-Fresno Road with linear boundaries extending north on Highway 6 to Knights Court, east on Fort Bend Parkway to Highway 6, and south on Sienna Parkway to McKeever Road. All of the land is located in the City of Missouri City, Fort Bend County, Texas and is predominantly vacant and/or partially developed. Total land contained in the TIRZ is 582 acres.

Projects	Sienna Municipal Management District	Sienna Plantation Levee Improvement District	Sienna Plantation Municipal Utility District No. 1	Tax Increment Reinvestment Zone No. 3
<b>New Roadway Construction</b>				
Sienna Christus Drive Phase 2				\$500,000
Sienna Springs Blvd. (West - Ph. 1)	\$671,812			
Sienna Springs East Phase 2				\$1,500,000
Well's Fargo Access Road (Ph.1), Loop Road. @ SH6 (Ph. 2)	\$1,249,203			
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$2,600,000			\$900,000
Ft. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy.)( Sienna Pkwy. to SSE)(SSE to Levee)				\$5,250,000
Sienna Ranch Road (Ph. 4-5)	\$3,409,692			
Village Center Roads				\$2,000,000
Trammel Fresno Road				\$1,500,000
<b>Roadway Improvements</b>				
Sound Buffer Device along Sienna Parkway				\$500,000
Pedestrian Tunnel Under Sienna Pkwy				\$1,500,000
<b>Intersection Improvements</b>				
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive	\$1,197,063			\$2,300,000
SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo				\$2,400,000
Bee's Passage @ McKeever Rd	\$293,881			
Sienna Springs Blvd.				\$450,000
<b>Structured Parking Garage</b>				
				\$13,500,000
<b>Water Sewer Drainage</b>				
Sienna Christus Drive (Ph. 1-2)	\$854,693			
Sienna Springs Blvd. West, East (Ph. 1-2)	\$3,345,047			
Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)	\$1,279,442			
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$1,191,752			
Ft. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy.)( Sienna Pkwy. - SSE) (SSE - Levee)			\$2,224,288	
Sienna Ranch Road (Ph. 4-5)			\$2,724,684	
Village Center Road	\$1,871,716			
Sienna Parkway Utility Extension Phase 2	\$727,236			
Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)	\$635,856			
Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)	\$11,480,000		\$2,500,000	
<b>Levees, Detention and Reclamation Improvements</b>				
Mitigation of Zeringue Tract		\$3,494,226		
State Highway 6 TxDOT ditch re-grade	\$668,470			
Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek		\$2,500,000		
<b>Decorative Signage, Landscaping, Enhancements</b>				
Herrin, Gould, Zeringue Tract - General, Retail, Commercial				\$400,000
PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.				\$3,900,000
PD35/PD36 General, Retail, Commercial				\$600,000
<b>Houston Community College Educational Facilities</b>				
				\$6,916,772
<b>Zone Administration and Legal (30 years)</b>				
				\$1,800,000
<b>Project Totals</b>	<b>\$31,475,863</b>	<b>\$5,994,226</b>	<b>\$7,448,972</b>	<b>\$45,916,772</b>
				<b>\$90,835,833</b>

NOTES:  
 • Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.  
 • HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).

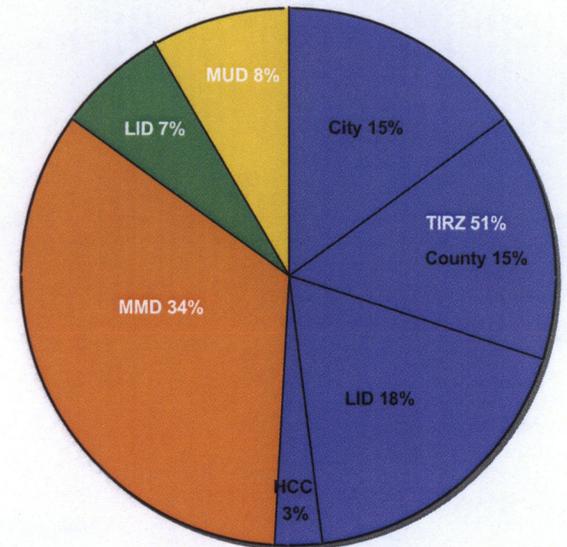
### Project Overview and Costs

This table summarizes the public infrastructure costs to be financed by the proposed TIRZ and other entities. Costs include engineering (18%) and contingency (10%).

In this proposal, the developer would fund all or a portion of project costs listed under TIRZ Projects and then be reimbursed by the TIRZ at such time as the appropriate level of assessed valuation is in place.

Other projects listed are not reimbursed or funded by the TIRZ.

Jurisdictional Participation in Project Costs



TEXAS TAX CODE

SUBTITLE B. SPECIAL PROPERTY TAX PROVISIONS

CHAPTER 311. TAX INCREMENT FINANCING ACT

Sec. 311.011. PROJECT AND FINANCING PLANS

- (a) The board of directors of a reinvestment zone shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit the plans to the governing body of the municipality or county that created the zone. The plans must be as consistent as possible with the preliminary plans developed for the zone before the creation of the board.
- (b) The project plan must include:
- (1) a map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property;
  - (2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;
  - (3) a list of estimated non-project costs; and
  - (4) a statement of a method of relocating persons to be displaced as a result of implementing the plan.
- (c) The reinvestment zone financing plan must include:
- (1) a detailed list describing the estimated project costs of the zone, including administrative expenses;
  - (2) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone;
  - (3) an economic feasibility study;
  - (4) the estimated amount of bonded indebtedness to be incurred;
  - (5) the time when related costs or monetary obligations are to be incurred;
  - (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone;
  - (7) the current total appraised value of taxable real property in the zone;
  - (8) the estimated captured appraised value of the zone during each year of its existence; and
  - (9) the duration of the zone.

## Project Plan

This document constitutes the Project Plan for Tax Increment Reinvestment Zone Number Three, City of Missouri City, as required by Chapter 311 of the Texas Tax Code.

The purpose of the Zone is to finance reimbursements for costs associated with infrastructure and drainage necessary to develop the site for commercial use. The reinvestment zone includes agricultural and vacant land located in the southeastern corner of the city, which could not be developed beyond its current use but for the creation of the zone.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project-related costs, will be funded by the developer and reimbursed by tax increment revenues derived from increases in property values and additional sales tax revenue resulting from the new development.



## Existing Uses

### 1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

**Existing Uses.** TIRZ consists of 582 acres of undeveloped and agricultural land in the City of Missouri City, Fort Bend County, Texas. This property lacks adequate infrastructure to enable its development. Portions of the subject site have been utilized as farmland and are currently subject to an agricultural exemption from property taxes.

Development of the property is further constrained by the lack of drainage facilities and adequate roadways. There is a predominance of defective or inadequate sidewalk or street layout and faulty lot layout in relation to size, adequacy, accessibility, or usefulness. These conditions, including obsolete platting, substantially impair or arrest the sound growth of the City.



#### LEGEND:

-  SIENNA TIRZ BOUNDARY
-  500 YEAR FLOOD PLAIN
-  100 YEAR FLOOD PLAIN





## Proposed Improvements

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

Key#	Roadway and Intersection Improvements
1	Quadrangle Way (South - Town Ctr.)
2	Ft. Bend Pkwy (FBC to Sienna Pkwy.)
3	Ft. Bend Pkwy ( Sienna Pkwy. to SSE)
4	Ft. Bend Pkwy (SSE to Levee)
5	Ft. Bend Pkwy Design (Flat Bank to SH 6)
6	Sienna Ranch Road (Ph. 4)
7	Sienna Ranch Road (Ph. 5)
8	Sienna Springs East (Ph. 2) - (PAVING)
10	Trammel Fresno Road
12	State Highway 6 TxDOT Ditch Re-Grade
14	Pedestrian Tunnel Under Sienna Pkwy
15	Intersection Improvements (Sienna Pkwy @ SH6)
16	Intersection Improvements (Sienna Ranch Road @ SH6)
17	Intersection Improvements (Sienna Christus Drive @ SH6)
18	Intersection Improvements (Watts Plantation @ Sienna Pkwy)
19	Intersection Improvements (Wells Fargo @ SH6)
20	Intersection Improvements (Sienna Pkwy @ Fort Bend Pkwy)
21	Intersection Improvements (Sienna Springs Blvd. @ Quadrangle Way)
22	Intersection Improvements (Sienna Springs Blvd. @ Sienna Pkwy)
23	Intersection Improvements (Sienna Ranch Road @ Sienna Pkwy)
24	Intersection Improvements (Sienna Christus Drive @ Sienna Pkwy)
26	Bridge on Trammel Fresno Rd. over Oyster Creek
29	Two Structured Parking Garages
30	Sound Buffer Device along Sienna Parkway

### NOTES:

- Intersection improvements (Items 15 - 24) include decorative smart signals, dedicated turn lanes, and associated striping and appurtenances.
- Mitigation of Zeringue Tract (Item 23) includes Final Grading and Compacting Costs only. Residual Construction will be funded through the SPLID.





## Proposed Improvements

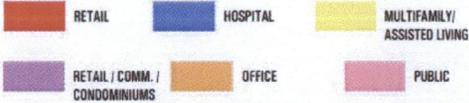
1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

Key#	Drainage and Mitigation Improvements
8	Sienna Springs East (Ph. 2) - (DRAINAGE)
9	Well's Fargo Loop Rd. Ph. 2 (@ SH6) - (DRAINAGE)
10	Trammel Fresno Road (DRAINAGE ONLY UNDER WS&D)
11	Mitigation of Zeringue, Herrin, Gould Tracts
13	Culvert Crossing for Quadrangle Way (South - Town Ctr.)

**Proposed Uses**

1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

**Proposed Uses.** Proposed uses of the TIRZ consist of retail, office, residential, medical, and educational facilities. The proposed development will also include public park and green-space components as indicated on this map.



**Changes to Municipal Ordinances**  
**2. Proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;**

All construction will be done in conformance with existing building code regulations of the City of Missouri City and Fort Bend County. There are no proposed changes of any city ordinance, master plan, or building codes.

**Estimated Non-Project Costs**  
**3. A list of estimated non-project costs**

Non-project costs include those development items that will be funded by the developer or the listed public entity and for which no tax increment reimbursement is provided.

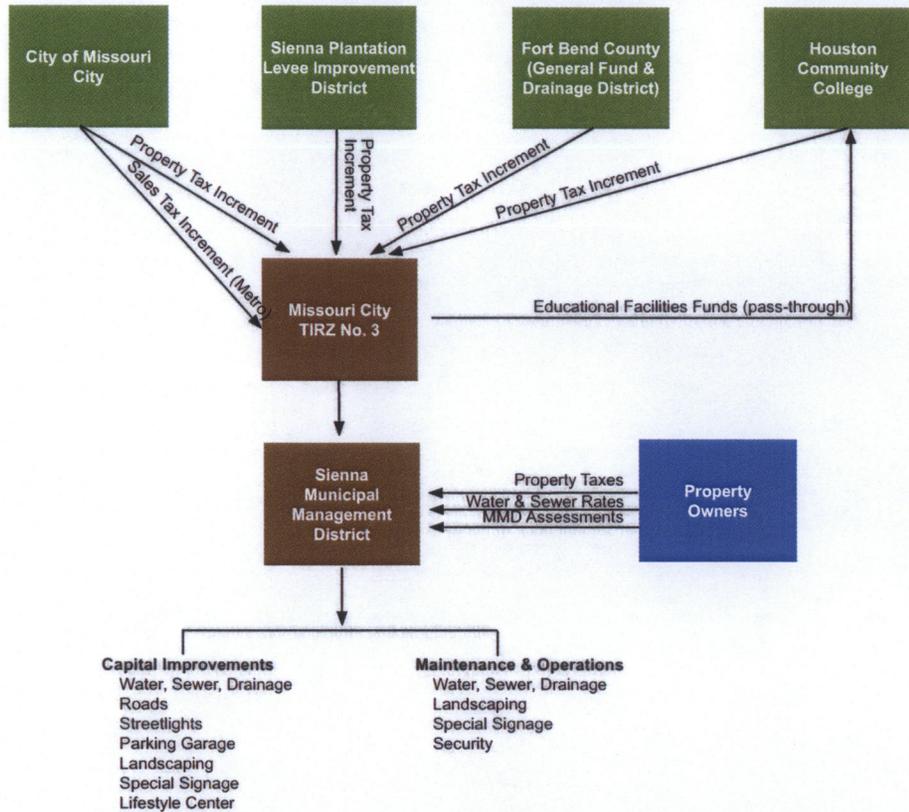
**Method of Relocation**  
**4. A statement of a method of relocating persons to be displaced as a result of implementing the plan.**

As the land within the TIRZ is vacant and/or partially developed for commercial use, there will be no displacement of residents.

Projects	Sienna Municipal Management District	Sienna Plantation Levee Improvement District	Sienna Plantation Municipal Utility District No. 1
<b>New Roadway Construction</b>			
Sienna Springs Blvd. (West - Ph. 1)	\$671,812		
Well's Fargo Access Road (Ph.1), Loop Road. @ SH6 (Ph. 2)	\$1,249,203		
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$2,600,000		
Sienna Ranch Road (Ph. 4-5)	\$3,409,692		
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive	\$1,197,063		
Bee's Passage @ McKeever Rd	\$293,881		
<b>Water Sewer Drainage</b>			
Sienna Christus Drive (Ph. 1-2)	\$854,693		
Sienna Springs Blvd. West, East (Ph. 1-2)	\$3,345,047		
Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)	\$1,279,442		
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$1,191,752		
Ft. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy.) (Sienna Pkwy. - SSE) (SSE - Levee)			\$2,224,288
Sienna Ranch Road (Ph. 4-5)			\$2,724,684
Village Center Road	\$1,871,716		
Sienna Parkway Utility Extension Phase 2	\$727,236		
Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)	\$635,856		
Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)	\$11,480,000		\$2,500,000
<b>Levee, Detention and Reclamation Improvements</b>			
Mitigation of Zeringue Tract		\$3,494,226	
State Highway 6 TxDOT ditch re-grade	\$668,470		
Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek		\$2,500,000	
<b>Project Totals</b>	<b>\$31,475,863</b>	<b>\$5,994,226</b>	<b>\$7,448,972</b>

- NOTES:
- Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.
  - HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).

**Proposed Project Financing Structure**



**Reinvestment Zone Financing Plan**

This document constitutes the Reinvestment Zone Financing Plan for the Tax Increment Reinvestment Zone Number 3, City of Missouri City, as required by Chapter 311 of the Texas Tax Code.

The purpose of the Zone is to finance reimbursements for costs associated with public infrastructure and drainage improvements to be constructed in the Zone.

It is anticipated that the owner of real property within the Zone (the Developer) will advance all or a portion of the funds for Project costs and will be reimbursed from tax increment revenues of the Zone as provided in a separate agreement and other documentation between the Developer and the TIRZ (the Reimbursement Agreement).

It is also anticipated that the infrastructure improvement costs will include interest costs associated with the Project.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project-related costs, will also be funded by the developer and reimbursed by tax increment revenues.

Projects	Tax Increment Reinvestment Zone No. 3
<b>New Roadway Construction</b>	
Sienna Christus Drive Phase 2	\$500,000
Sienna Springs East Phase 2	\$1,500,000
Quadrangle Way (North - HCC) (South - Town Ctr.)	\$900,000
Ft. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy.)( Sienna Pkwy. to SSE)(SSE to Levee)	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
<b>Roadway Improvements</b>	
Sound Buffer Device along Sienna Parkway	\$500,000
Pedestrian Tunnel Under Sienna Pkwy	\$1,500,000
<b>Intersection Improvements</b>	
Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive	\$2,300,000
SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$2,400,000
Bee's Passage @ McKeever Rd	
Sienna Springs Blvd. @ Quadrangle Way	\$450,000
<b>Structured Parking Garage (Two)</b>	\$13,500,000
<b>Decorative Signage, Landscaping, Enhancements</b>	
Herrin, Gould, Zeringue Tract - General, Retail, Commercial	\$400,000
PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.	\$3,900,000
PD35/PD36 General, Retail, Commercial	\$600,000
<b>Houston Community College Educational Facilities</b>	\$6,916,772
<b>Zone Administration and Legal (30 years)</b>	\$1,800,000
<b>Project Totals</b>	<b>\$45,916,772</b>

NOTES:

- Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.
- HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1).

## List of Estimated Project Costs

### 1. A detailed list describing the estimated project costs of the zone, including administrative expenses

This table itemizes the estimated infrastructure project costs for the Zone. It is anticipated that the developer will advance all funds necessary for the construction of public improvements and will be reimbursed as provided in separate agreements between the developer and the TIRZ. Administrative and implementation expenses are estimated to be \$1.8 million over the 30-year life of the TIRZ.

It is anticipated that the TIRZ will incur bond financing costs associated with these projects. Bond financing costs have not been included in this table. Line item amounts may be adjusted with approval of the Zone Board of Directors.



**New Roadway Construction**

Sienna Christus Drive (Ph. 1-2)  
Sienna Springs Blvd. (West - Ph. 1)  
Sienna Springs East (Ph. 1-2)  
Well's Fargo Access Road (Ph.1), Loop Road. @ SH6 (Ph. 2)  
Quadrangle Way (North - HCC) (South - Town Ctr.)  
Ft. Bend Pkwy (SRR to FBC)(FBC to Sienna Pkwy.)( Sienna Pkwy. to SSE)(SSE to Levee)  
Ft. Bend Pkwy Design (Flat Bank to SH 6)  
Sienna Ranch Road (Ph. 4-5)  
Village Center Road  
Trammel Fresno Road  
Bridge on Trammel Fresno Rd. over Oyster Creek

**Roadway Improvements**

Sound Buffer Device along Sienna Parkway  
Pedestrian Tunnel Under Sienna Pkwy

**Intersection Improvements**

Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno,  
Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive  
SH6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo  
Bee's Passage @ McKeever Rd  
Sienna Springs Blvd. @ Quadrangle Way

**Structured Parking Garage (Two)**

**Water Sewer Drainage**

Sienna Christus Drive (Ph. 1-2)  
Sienna Springs Blvd. West, East (Ph. 1-2)  
Well's Fargo Access Road (Ph. 1), Loop Rd. @ SH6 (Ph. 2)  
Quadrangle Way (North - HCC) (South - Town Ctr.)  
Ft. Bend Pkwy (SRR - FBC) (FBC - Sienna Pkwy.)( Sienna Pkwy. - SSE) (SSE - Levee)  
Sienna Ranch Road (Ph. 4-5)  
Village Center Road  
Sienna Parkway Utility Extension Phase 2  
Sienna 29 (East 5.97 Ac Tract) (West 8.44 Ac Tract)  
Water Supply, Wastewater Treatment, Trunk Utility Lines (Master Connection Charges)

**City Water Storage Facility**

**Levee, Detention and Reclamation Improvements**

Mitigation of Zeringue Tract  
State Highway 6 TxDOT ditch re-grade  
Site Fill Sienna 29, Christus, Grocery Anchor, Bees Creek

**Decorative Signage, Landscaping, Enhancements**

Herrin, Gould, Zeringue Tract - General, Retail, Commercial  
PD8/PD53 - General, Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.  
PD35/PD36 General, Retail, Commercial

**Statement of Proposed Public Works**

**2. A statement listing the kind, number, and location of all proposed public works or public improvements in the zone**

The specific kind, number, and location of proposed public works are listed in this table. Maps on pages 10 and 11 also indicate the location of proposed public roadway, traffic signal, and utility improvements.



**Target Market Area Growth Rates**

	4Q03	4Q06	Growth
Annual Starts	2,787	3,684	32%
Annual Closings	2,305	3,588	56%
Vacant Developed Lots (VDL)	2,989	6,209	108%
VDL Months of Supply	12.9	20.2	-

Source: Metrostudy's Quarterly Housing Survey

Population and Households Estimates and Projections Proposed TIRZ No. 3, City of Missouri City TMA		
Time Period	Population	Households
1990	111,611	34,832
2000	160,739	50,232
4Q06 Estimate	220,379	69,762
2007 Projection	231,810 - 233,200	73,520 - 73,990
2008 Projection	243,060 - 245,830	77,120 - 78,060
2009 Projection	254,170 - 258,050	80,600 - 81,960
2010 Projection	265,160 - 270,450	84,040 - 85,890

Source: Metrostudy's Quarterly Housing Survey

**Economic Feasibility Study**

**3. An Economic Feasibility Study**

In February 2007, Metrostudy conducted a market analysis to project the performance of retail, office, medical, and multi-family residential development for the proposed TIRZ No. 3, City of Missouri City.

Metrostudy analyzed a Target Market Area (TMA) bounded by US Highway 59, South Sam Houston Toll Road, State Highway 288, and the Fort Bend County line. The TMA is positioned to continue its residential, retail, and employment expansion.

The TMA's annual single-family housing start rate increased steadily over the past three years and has been supported by a 108% increase in vacant developed lots (VDL). Several factors will influence the household growth over the next few years including: availability of developable land, increasing interest rates, rising construction costs, and the local and national economies. The threat of increasing interest rates and rising construction cost will price some home buyers out of the market.

According to Metrostudy's household projections, the TMA will continue to add households and potentially have 85,890 households by 2010. Household growth will help expand the consumer base for the retail and office components of the TIRZ.

Based upon our research, as well as the analysis of available market information, it is Metrostudy's conclusion that sufficient demand exists currently to warrant the creation of the TIRZ. Continued demand for the mixed-uses planned is dependent upon continued economic and household growth. Creating destination retail and services by incorporating an appropriate tenant and services mix will be important to ensure success.

The TIRZ, as proposed, is feasible given the current housing market and economy. If the state of the economy changes dramatically, the level of success achieved may be reduced and a re-evaluation of the remaining land uses should be undertaken.

The complete market study is attached here as Exhibit 1.



### Estimated Bonded Indebtedness

#### 4. The estimated bonded indebtedness to be incurred

It is anticipated that bonds will be issued in support of the project costs, resulting in a total estimated bonded indebtedness of \$64.35 million (par amount of bonds). The projection of annual debt service requirements is shown on Appendix 1. It is also anticipated that the Sienna Municipal Management District would issue TIRZ debt based upon a contractual agreement.

### Time when Costs/Obligations Incurred

#### 5. The time when costs or monetary obligations are to be incurred

It is estimated that the TIRZ projects will be funded by the developer during the years 2007 through 2012. The developer will accrue interest on those costs for up to two years or until such time as bonds are issued to reimburse the developer. The Zone will then have the obligation to pay debt service (including interest) on the bonds issued to reimburse the developer for the construction of TIRZ projects. A projection of annual debt service payments on the bonds is detailed on Appendix 1.

Years	TIRZ Projects	Interest Carry (Developer)	Interest & Cost of Issuance on Bonds	Zone Administration/ Legal	
2007 - 2012	\$42,328,240	\$7,860,860		\$500,000	
2012 - 2038			\$54,777,750	\$1,300,000	
Total	\$42,328,240	\$7,860,860	\$54,777,750	\$1,800,000	\$106,766,850



## Financing, Expected Sources Revenue

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.

**Methods of Financing.** The Developer will advance funds for the Project costs, and the Zone will reimburse these costs from tax increment revenues of the Zone as they are realized by the Zone. The reimbursement will be as described in a separate agreement and other documentation between the Developer and the City.

**Sources of Tax Increment Revenue - Property Tax.** The tax increment revenue necessary to pay the project costs is expected to come from increased property values in the Zone due to the construction of new commercial buildings. Schedule A details the projected commercial build out. The projected assessed valuations resulting from the construction are shown in Schedule B. Schedule C presents the estimated property tax revenues associated with the development. These new revenues will be used to pay for Zone costs.

**Sources of Tax Increment Revenue - Sales Tax.** The City will dedicate sales tax to the TIRZ equal to the amount of the Metro sales tax rebate received within the Zone during any time period in which a Metro sales tax rebate agreement is in effect. The Metro sales tax rebate agreement expires at the end of 2014. The City and Metro may reinstate the agreement at that time resulting in additional sales tax remittance to the TIRZ. The City may also choose to terminate the agreement and institute a 4B or other economic development corporation which could dedicate an equivalent amount of sales tax to the TIRZ.

Projected gross sales in the Zone and the resulting sales tax revenues for the City and the TIRZ (Metro rebate) are shown on Schedule D.

### Participating Jurisdictions - Property Tax

Taxing Jurisdiction	Tax Rate	Tax Rate Dedicated	% Dedicated
City of Missouri City	\$0.49926/\$100	\$0.49926/\$100	100%
Fort Bend County *	\$0.49874/\$100	\$0.49874/\$100	100%
Fort Bend County Drainage District *	\$0.01800/\$100	\$0.01800/\$100	100%
Levee Improvement District *	\$0.58000/\$100	\$0.58000/\$100	100%
Houston Community College *	\$0.09243/\$100	\$0.09243/\$100	100%

\* Participation, if approved, would be pursuant to an interlocal agreement determining the rate and term.

### Participating Jurisdictions - Sales Tax

Jurisdiction	Sales Tax Rate Dedicated
City of Missouri City	0.50%



**Zone Increment Value**

Tax Year	Increment in Commercial Value	Gross Sales
2007	\$0	\$0
2008	\$41,300,000	\$43,200,000
2009	\$111,300,000	\$100,575,000
2010	\$191,625,000	\$157,950,000
2011	\$254,275,000	\$215,325,000
2012	\$306,600,000	\$272,700,000
2013	\$306,600,000	\$272,700,000
2014	\$306,600,000	\$272,700,000
2015	\$306,600,000	\$272,700,000
2016	\$306,600,000	\$272,700,000
2017	\$306,600,000	\$272,700,000
2018	\$306,600,000	\$272,700,000
2019	\$306,600,000	\$272,700,000
2020	\$306,600,000	\$272,700,000
2021	\$306,600,000	\$272,700,000
2022	\$306,600,000	\$272,700,000
2023	\$306,600,000	\$272,700,000
2024	\$306,600,000	\$272,700,000
2025	\$306,600,000	\$272,700,000
2026	\$306,600,000	\$272,700,000
2027	\$306,600,000	\$272,700,000
2028	\$306,600,000	\$272,700,000
2029	\$306,600,000	\$272,700,000
2030	\$306,600,000	\$272,700,000
2031	\$306,600,000	\$272,700,000
2032	\$306,600,000	\$272,700,000
2033	\$306,600,000	\$272,700,000
2034	\$306,600,000	\$272,700,000
2035	\$306,600,000	\$272,700,000
2036	\$306,600,000	\$272,700,000

Current Appraised Value of Property

**7. Current Total Appraised Value of Property in the Zone**

The total 2007 tax year appraised value of property within the Zone boundaries is approximately \$32,101,300.

**Estimated Captured Value**

**8. Estimated Captured Value of Zone in Each Year of Existence**

The estimated captured value (property tax and gross sales) of the TIRZ during each year of its existence is shown on this table. Estimates are calculated without appreciation in property values or gross sales estimates.

**Duration of Zone**

**9. Duration of Zone**

The duration of the Zone is 30 years. The TIRZ will take effect on the date it is created. It is anticipated that January 1, 2007 would be established as the base year and that the TIRZ would terminate on December 31, 2036, or the date when all project costs are paid and any debt is retired, or by a subsequent city ordinance terminating the Zone.

**Schedule A**

**Commercial Build Out Schedule (in thousands)**

	2007		2008		2009		2010		2011		2012		2013		2014		
	Square Feet	Captured Value (K)															
<b>Commercial Project Values</b>																	
Retail			148.0	\$25,900	148.0	\$25,900	148.0	\$25,900	148.0	\$25,900	148.0	\$25,900					
Mixed Use			88.0	\$15,400	88.0	\$15,400	88.0	\$15,400	88.0	\$15,400	88.0	\$15,400					
Multi-Family/Assisted Living			-	\$0	101.0	\$17,675	101.0	\$17,675	-	\$0	-	\$0					
Hospital/Office			-	\$0	-	\$0	59.0	\$10,325	59.0	\$10,325	-	\$0					
Bees Creek Retail			-	\$0	63.0	\$11,025	63.0	\$11,025	63.0	\$11,025	63	\$11,025					
			236.0		400.0		459.0		358.0		299.0					1,752	
<b>Total Captured Value</b>		<b>\$0</b>		<b>\$41,300</b>		<b>\$70,000</b>		<b>\$80,325</b>		<b>\$62,650</b>		<b>\$52,325</b>		<b>\$0</b>		<b>\$0</b>	<b>\$306,600</b>
<b>Cumulative Captured Value</b>		<b>\$0</b>		<b>\$41,300</b>		<b>\$111,300</b>		<b>\$191,625</b>		<b>\$254,275</b>		<b>\$306,600</b>		<b>\$306,600</b>		<b>\$306,600</b>	

Note: Captured value is presented in thousands of dollars.

**Schedule B**  
**Projected Assessed Valuations**

Tax Roll Jan 1	Incremental Residential Assessed Valuation	Residential Assessed Valuation	No. of Homes Added	Cum. No. of Homes	Senior Citizens Exemption		Commercial Valuation	City Projected Taxable Valuation
					Number of Eligible Homes (1)	City Exemption Amount (2)		
2007	\$0	\$0	0	0	0.0	\$(0)	\$0	0
2008	\$0	\$0	0	0	0.0	\$(0)	\$41,300,000	41,300,000
2009	\$0	\$0	0	0	0.0	\$(0)	\$111,300,000	111,300,000
2010	\$0	\$0	0	0	0.0	\$(0)	\$191,625,000	191,625,000
2011	\$0	\$0	0	0	0.0	\$(0)	\$254,275,000	254,275,000
2012	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
2013	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
2014	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
2015	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
2016	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
2017	\$0	\$0	0	0	0.0	\$(0)	\$306,600,000	306,600,000
Total	\$0		0					



**Schedule C**  
**Projected Zone Revenue - Property Tax**

Tax Year	Coll. Year	City Tax Rate	100% City Participation	County General Fund Tax Rate	100% County General Fund Participation	County Drainage District Tax Rate	100% County Drainage District Participation	SPLID Tax Rate	100% SPLID Participation	HCC Tax Rate	100% HCC Participation	Cumulative Zone Revenue Available for Zone Projects
2007	2008	\$0.49926	\$0	\$0.49874	\$0	\$0.01800	\$0	\$0.58000	\$0	\$0.09243	\$0	\$0
2008	2009	\$0.49926	\$206,194	\$0.49874	\$205,980	\$0.01800	\$7,434	\$0.58000	\$239,540	\$0.09243	\$38,175	\$697,323
2009	2010	\$0.49926	\$555,676	\$0.49874	\$555,098	\$0.01800	\$20,034	\$0.58000	\$645,540	\$0.09243	\$102,878	\$1,879,226
2010	2011	\$0.49926	\$956,707	\$0.49874	\$955,711	\$0.01800	\$34,493	\$0.58000	\$1,111,425	\$0.09243	\$177,125	\$3,235,460
2011	2012	\$0.49926	\$1,269,493	\$0.49874	\$1,268,171	\$0.01800	\$45,770	\$0.58000	\$1,474,795	\$0.09243	\$235,034	\$4,293,263
2012	2013	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2013	2014	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2014	2015	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2015	2016	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2016	2017	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2017	2018	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2018	2019	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2019	2020	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2020	2021	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2021	2022	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2022	2023	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2023	2024	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2024	2025	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2025	2026	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2026	2027	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2027	2028	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2028	2029	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2029	2030	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2030	2031	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2031	2032	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2032	2033	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2033	2034	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2034	2035	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2035	2036	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
2036	2037	\$0.49926	\$1,530,731	\$0.49874	\$1,529,137	\$0.01800	\$55,188	\$0.58000	\$1,778,280	\$0.09243	\$283,400	\$5,176,736
			<b>\$41,256,350</b>		<b>\$41,007,400</b>		<b>\$1,487,430</b>		<b>\$47,928,300</b>		<b>\$7,638,201</b>	<b>\$139,523,661</b>



**Sienna Plantation Tax Increment Reinvestment Zone**  
**Bond Issuance Analysis - All Participants at 100% Participation**

Total Reimbursement:	\$ 50,189,100
Total Bond Issuance:	\$ 64,345,000

Year Ending 12/31	- Assessed Value Growth -			- Missouri City -		- Fort Bend County -		- Sienna Plantation LID -		Bond Issue Size: \$ 6,800,000 \$ 7,750,000 \$ 7,415,000 \$ 5,540,000 \$ 3,295,000 \$ 1,925,000 \$ 1,730,000 \$ 1,315,000										
	Estimated Value	2008 Base Value	Captured Value	Participation Level: 100%	Tax Rate	Participation Level: 100%	Tax Rate	Participation Level: 100%	Tax Rate	Tax Collections 95.00%	Series 2009 Bond Issue	Series 2010 Bond Issue	Series 2011 Bond Issue	Series 2012 Bond Issue	Series 2013 Bond Issue	Series 2014 Bond Issue	Series 2015 Bond Issue	Series 2017 Bond Issue		
2009	68,825,000	(50,000,000)	18,825,000	0.494500	92,090	0.493340	92,871	0.600000	112,950	283,965										
2010	106,700,000	(50,000,000)	56,700,000	0.494500	280,382	0.493340	279,724	0.600000	340,200	855,290										
2011	171,275,000	(50,000,000)	121,275,000	0.494500	599,705	0.493340	598,298	0.600000	727,650	1,829,370										
2012	233,075,000	(50,000,000)	183,075,000	0.494500	905,306	0.493340	903,182	0.600000	1,098,450	505,000	465,000									
2013	278,375,000	(50,000,000)	228,375,000	0.494500	1,129,314	0.493340	1,128,665	0.600000	1,370,250	508,700	586,250	444,800		332,400						
2014	303,875,000	(50,000,000)	253,875,000	0.494500	1,255,412	0.493340	1,252,467	0.600000	1,523,250	506,950	588,450	571,000		197,700						
2015	316,775,000	(50,000,000)	266,775,000	0.494500	1,319,202	0.493340	1,316,108	0.600000	1,600,650	504,900	590,050	568,050	434,250	197,700						
2016	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	507,400	591,050	574,500	437,650	115,500						
2017	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	509,300	586,600	575,200	435,600	115,500	115,500					
2018	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	510,600	586,700	570,450	433,250	115,500	115,500	103,800				
2019	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	511,300	586,200	575,100	435,450	115,500	115,500	103,800				
2020	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	506,550	589,950	574,000	437,050	115,500	115,500	103,800				
2021	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	511,200	587,950	572,300	438,050	115,500	115,500	103,800				
2022	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	510,100	590,200	574,850	433,600	115,500	115,500	103,800				
2023	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,400	586,700	571,950	433,700	115,500	115,500	103,800				
2024	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	4,178,024	510,950	587,450	572,700	436,050	115,500	115,500				
2025	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	507,750	587,300	572,850	436,850	115,500	115,500	103,800				
2026	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,800	591,100	572,100	434,850	115,500	115,500	103,800				
2027	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,950	588,850	570,450	436,900	115,500	115,500	103,800				
2028	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,200	590,550	572,750	433,400	115,500	115,500	103,800				
2029	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	511,400	591,050	573,850	434,150	115,500	115,500	103,800				
2030	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,550	590,350	573,750	434,000	115,500	115,500	103,800				
2031	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	509,650	588,450	572,450	432,950	115,500	115,500	103,800				
2032	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	506,550	590,200	574,800	435,850	115,500	115,500	103,800				
2033	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,250	590,450	570,800	437,550	115,500	115,500	103,800				
2034	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	510,800	589,200	570,450	433,200	115,500	115,500	103,800				
2035	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	511,450	591,300	573,450	437,650	115,500	115,500	103,800				
2036	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	510,800	586,750	574,850	435,750	115,500	115,500	103,800				
2037	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	508,650	590,400	574,050	437,500	115,500	115,500	103,800				
2038	326,975,000	(50,000,000)	276,975,000	0.494500	1,369,641	0.493340	1,366,428	0.600000	1,661,850	509,850	587,100	571,650	437,750	115,500	115,500	103,800				
										14,559,800	16,240,600	15,207,650	11,119,400	6,470,950	3,703,550	3,252,500	2,366,050			

NOTE: Bond financings are issued through the Sienna Plantation MMD with an unlimited tax pledge.

- (1) Tax Collection Rate 95%.
- (2) Bonds sold at estimated interest rate of 6.00%.
- (3) Two years of capitalized interest.
- (4) Expenses estimated at 22% of par amount.

Sienna Plantation Tax Increment Reinvestment Zone  
 Bond Issuance Analysis - All Participants at 100% Participation

Series 2019 Bond Issue	Series 2021 Bond Issue	Series 2022 Bond Issue	Series 2023 Bond Issue	Series 2024 Bond Issue	Series 2025 Bond Issue	Series 2026 Bond Issue	Series 2027 Bond Issue	Series 2028 Bond Issue	Series 2029 Bond Issue	Series 2030 Bond Issue	Series 2031 Bond Issue	Series 2032 Bond Issue	Series 2033 Bond Issue	Total Debt	Ending Fund Balance	Debt Service Coverage	Direct Debt Ratio	Year Ending 12/31
\$ 1,600,000	\$ 1,895,000	\$ 1,095,000	\$ 1,150,000	\$ 1,310,000	\$ 1,440,000	\$ 1,590,000	\$ 1,775,000	\$ 1,965,000	\$ 2,220,000	\$ 2,500,000	\$ 2,855,000	\$ 3,305,000	\$ 3,875,000	\$ 64,345,000				
\$ 1,248,000	\$ 1,478,100	\$ 854,100	\$ 897,000	\$ 1,021,800	\$ 1,123,200	\$ 1,240,200	\$ 1,384,500	\$ 1,532,700	\$ 1,731,600	\$ 1,950,000	\$ 2,226,900	\$ 2,577,900	\$ 3,022,500	\$ 50,189,100				
															283,965		12.0%	2009
															1,139,255		12.0%	2010
															2,968,626	587.85%	12.0%	2011
															505,000	477.21%	12.0%	2012
															1,094,950	454.58%	12.0%	2013
															1,686,400	484.34%	12.0%	2014
															2,097,250	490.92%	12.0%	2015
															2,376,200	532.88%	11.8%	2016
															2,527,250	567.89%	12.0%	2017
															2,662,100	622.03%	11.7%	2018
															2,674,100	649.98%	12.0%	2019
98,000															2,790,500	700.17%	11.7%	2020
96,000															2,788,650	710.76%	12.0%	2021
149,350	113,700														2,942,550	755.92%	12.0%	2022
150,900	113,700	66,700													2,930,200	747.51%	12.0%	2023
152,150	191,300	65,700	69,000												3,130,100	753.73%	12.0%	2024
148,250	191,350	114,200	69,000	76,600											3,243,300	752.82%	12.0%	2025
149,200	191,100	111,200	127,200	76,600	86,400										3,371,400	741.00%	12.0%	2026
149,850	190,550	117,900	126,450	156,200	86,400	86,400									3,534,050	725.51%	12.0%	2027
150,200	189,700	114,300	129,400	151,400	178,550	96,400									3,696,250	696.16%	12.0%	2028
150,250	193,400	115,550	130,050	151,450	177,700	211,800	108,500								3,923,100	661.37%	12.0%	2029
150,000	191,650	116,800	125,550	151,200	176,550	209,450	256,850	117,900							4,168,000	615.50%	12.0%	2030
149,450	194,450	117,150	125,900	155,500	179,950	211,650	252,400	307,050	133,200						4,480,250	559.04%	12.0%	2031
148,600	191,800	117,500	125,950	154,350	179,900	213,250	252,500	309,900	150,000	150,000					4,878,850	493.82%	12.0%	2032
152,300	193,700	117,550	125,700	152,900	180,400	214,250	256,850	311,850	388,900	494,350		198,300			5,383,250	421.70%	12.0%	2033
150,550	190,150	117,300	125,150	151,150	177,450	209,800	255,450	308,050	386,650	497,300	661,150		232,500		6,015,600	337.52%	10.3%	2034
148,500	191,150	116,750	129,150	153,950	179,050	209,900	253,450	308,500	388,350	498,750	659,950	930,650	232,500		6,971,550	20,736.69%	8.3%	2035
151,000	191,550	115,900	127,700	151,300	180,050	209,400	255,700	308,050	388,850	493,850	661,800	929,000	1,411,050		8,368,250	16,546.47%	5.7%	2036
152,900	191,350	114,750	125,950	153,200	180,450	213,150	257,050	311,550	388,150	497,450	661,500	929,500	1,410,900		8,382,150	12,342.34%	2.9%	2037
149,350	190,550	113,300	128,750	154,500	180,250	211,150	257,500	309,000	386,250	494,400	659,200	927,000	1,411,100		8,363,600	8,156.76%		2038
2,744,800	3,101,150	1,751,250	1,792,900	1,994,300	2,141,100	2,304,600	2,510,750	2,709,750	2,983,800	3,276,100	3,646,250	4,112,750	4,698,050	104,966,650				



**HAWES HILL CALDERON**  
LLP



**10103 FONDREN, SUITE 300  
HOUSTON, TEXAS 77096**

**P.O. BOX 22167  
HOUSTON, TEXAS 77227-2167**

**TEL: (713) 541-0447  
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**HCC Payments to City of Missouri City TIRZ No. 3**

Prepared 1/14/2020

Journal ID	Line #	Date	Account	Fund	Dept	Program	Class	Amount	Check No.
AP00262224	59	7/15/2009	10020	1110	0531	268	100	27,435.96	0351648
AP00282237	20	3/5/2010	10020	7205	TM50	554	500	36,485.30	0364940
AP00295582	77	8/27/2010	10020	7205	TM50	554	500	609.33	0374054
AP00331300	131	8/26/2011	10020	7205	TM50	554	500	42,724.38	0387015
AP00348529	4	3/30/2012	10020	7205	TM50	554	500	48,459.25	0392075
AP00355735	122	8/30/2012	10020	7205	TM50	554	500	3,333.04	0396040
AP00378250	3	3/22/2013	10020	7205	TM50	554	500	53,445.40	0400721
AP00385551	6	7/25/2013	10020	7205	TM50	554	500	2,250.04	0404063
AP00411289	2	4/25/2014	10020	7205	TM50	554	500	54,742.11	0410139
AP00417496	250	8/26/2014	10020	7205	TM50	554	500	2,707.52	0413435
AP00442125	56	5/21/2015	10020	7205	TM50	554	500	69,250.04	0420476
AP00467366	70	5/19/2016	10020	7205	TM50	554	500	8,981.72	0428133
<b>Total Amount</b>								<b>350,424.09</b>	



**City of Missouri City**

1522 Texas Parkway  
Missouri City, Texas 77489

Phone: 281.403.8500  
www.missouricitytx.gov

January 16, 2020

McCall Gibson Swedlund Barfoot PLLC  
Attn: Virginia Blake  
13100 Wortham Center Dr., Suite 235  
Houston, TX 77065

Ms Blake,

Please let this letter serve as confirmation that the City of Missouri City received payments totaling \$350,424.09 from Houston Community College as their contribution to the TIRZ from FY 2009 to FY 2016. In the below schedule the revenue column represents the information from the City's general ledger. Since revenues billed in FY 2016 and FY 2017 were not received, they are recorded as deferred revenue. Please see the below schedule:

Notes:	Tax Year/ Fiscal Year	Revenue	Account No.	From County
	TY 2008/FY2009	(27,435.96)	265-41113	\$ 27,435.96
	TY 2009/FY2010	(37,094.63)	265-41113	\$ 37,094.63
	TY 2010/FY2011	(42,724.38)	265-41113	\$ 42,724.38
	TY 2011/FY2012	(51,792.29)	265-41113	\$ 51,792.29
	TY 2012/FY2013	(55,695.44)	265-41113	\$ 55,695.44
	TY 2013/FY2014	(54,742.11)	265-41113	\$ 54,742.11
	TY 2014/FY2015	(71,957.56)	265-41113	\$ 71,957.56
	TY 2015/FY2016	(8,981.72)	265-41113	\$ 8,981.72
Deferred Revenue	TY 2015/FY2016	(70,041.83)	265-41113	
Deferred Revenue	TY 2016/FY2017	(125,991.97)	265-41113	
		(546,457.89)		\$ 350,424.09
	Deferred Revenue	\$ (196,033.80)	265-25100	
	Cash Received	(350,424.09)		\$ 350,424.09

For additional reference, attached is 1) customer history showing the uncollected amounts and 2) the general ledger account that displays the balance in deferred revenue.

If you have any questions or need additional information/documentation, please feel free to contact me.

Thank you,  
  
 Allena Portis  
 Director of Financial Services

01/16/2020 16:07  
6655apor

CITY OF MISSOURI CITY  
Customer Number Find

P 1  
arbiling

CUSTOMER: 21419  
NAME: HCC COMMUNITY COLLEGE

EFF DATE: 01/16/2020

YEAR	CAT	BILL	NSC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2015	GB-I	134	N	04/30/15 21419	69250.04	0.00	0.00
2016	GB-I	249	N	04/30/16 21419	8981.72	0.00	0.00
2016	GB-I	259	N	05/17/16 21419	70041.83	70041.83	70041.83
2018	GB-I	436	N	10/02/17 21419	2500.00	0.00	0.00
2018	GB-I	459	N	02/07/18 21419	124880.79	124880.79	124880.79
2018	GB-I	460	N	02/07/18 21419	1111.18	1111.18	1111.18
					TOTAL DUE NOW		196033.80
					TOTAL UNPAID		196033.80

\*\* END OF REPORT - Generated by Allena Portis \*\*



01/16/2020 16:47  
6655apor

CITY OF MISSOURI CITY  
G/L ACCOUNT DETAIL

P 1  
glactinq

Org: 265      Object: 25100  
DEF REVENUE - TAXES      265-25100-00-000-

YEAR	PER	JOURNAL	EFF	DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM	DESC	COMMENTS
2020	00		5	10/01/2019	SOY		1	SOY BAL	-196,033.80	Y		0			OPENING B

Total Amount:      -196,033.80

\*\* END OF REPORT - Generated by Allena Portis \*\*



## AGENDA ITEM COVER MEMO

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(c) Agreement terminating the interlocal agreement between Reinvestment Zone Number Three, City of Missouri City, the City of Missouri City, Texas, and the Houston Community College System for the Houston Community College System's participation in Reinvestment Zone Number Three, City of Missouri City  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

The Houston Community College System has requested the termination of HCCS's agreement requiring HCCS's participation in Reinvestment Zone Number Three, City of Missouri City ("Reinvestment Zone No. 3"). This item is being presented to request the City Council's authorization to the termination of the agreement.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

On or about December 15, 2008, an interlocal agreement was executed between the City of Missouri City (the "City"), Houston Community College System ("HCCS"), and Reinvestment Zone No. 3. The agreement provided for HCCS's participation in the zone with the limitation that HCCS's tax increment participation was to be used solely for the payment of project costs relating to certain educational facilities. HCCS no longer operates, and has no future plans to operate, any educational facilities within Reinvestment Zone No. 3. The HCCS facility was relocated to another part of the City (near the City Hall complex) outside of the zone. Further, HCCS no longer owns real property in the reinvestment zone. HCCS is currently requesting the termination of the participation agreement. The Board of Directors for Reinvestment Zone No. 3 considered HCCS's request on April 30, 2020.

If termination of the participation agreement is authorized, a request to remove HCCS from Reinvestment Zone No. 3's project and financing plan will be presented at a subsequent meeting.

### FISCAL ANALYSIS

HCCS's tax increment is restricted to the system's educational facilities (which are no longer located in Reinvestment Zone No. 3). As such, there should not be a fiscal impact to the fund.

### SUPPORTING MATERIALS

1. Proposed draft termination agreement
2. Interlocal Agreement

## STAFF'S RECOMMENDATION

**ACTION REQUESTED:** Consider authorizing the execution of the agreement terminating the interlocal agreement between Reinvestment Zone Number Three, City of Missouri City, the City of Missouri City, Texas, and the Houston Community College System for the Houston Community College System's participation in Reinvestment Zone No. 3.

**TERMINATION OF INTERLOCAL AGREEMENT**  
**FOR**  
**REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

**RECITALS**

WHEREAS, the Houston Community College System (“HCC”) entered into an Interlocal Agreement for Participation in Reinvestment Zone Number Three, City of Missouri City, dated effective December 15, 2008 (the “Agreement”) by and between the City of Missouri City, Texas (the “City”), HCC, and Reinvestment Zone Number Three, City of Missouri City, Texas (Sienna Zone) (the “Reinvestment Zone”) (collectively, the City, HCC and the Reinvestment Zone shall be known as the “Parties” or individually as a “Party”).

WHEREAS, Article V, Paragraph B of the Agreement states that use of HCC’s contributions to the Reinvestment Zone via the Tax Increment Participation may only be used for Project Costs relating to educational facilities identified in the Project Plan as “Houston Community College” or “HCC” facilities.

WHEREAS, HCC no longer operates, and has no future plans to operate, any educational facilities within the Reinvestment Zone, and no longer owns real property in the Reinvestment Zone.

WHEREAS, the Parties hereby agree that the current circumstances have rendered the parties’ future performance under the Agreement impossible.

THEREFORE, the Parties desire to terminate the Agreement, subject to HCC’s rights to receive reimbursements and/or disbursements of HCC’s tax increment contributions under the Agreement.

NOW THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties hereby ratify the above Recitals. All capitalized terms not defined in this instrument shall have the same meanings given them in the Agreement.

2. **Termination.** The Parties hereby agree to terminate the Agreement in full, thereby releasing the Parties from all obligations contained in the Agreement, including the payment of Tax Increment payments due, but not paid prior to the effective date of this termination, except for processing reimbursements and disbursements due to HCC under the Agreement.

3. **Multiple Counterparts.** This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this instrument transmitted in electronic format shall also be deemed an original and effective for all purposes.

4. **Binding Effect.** The provisions of this instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

**HOUSTON COMMUNITY COLLEGE  
SYSTEM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST/SEAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**REINVESTMENT ZONE, NUMBER THREE  
CITY OF MISSOURI CITY, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/SEAL:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**CITY OF MISSOURI CITY, TEXAS,  
a home-rule municipality**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTERSIGNED:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT**

**I. PARTIES**

**A. Address**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CITY OF MISSOURI CITY, TEXAS (“City”) a municipal corporation and home-rule city of the State of Texas principally situated in the County of Fort Bend, acting by and through its governing body, the City Council; HOUSTON COMMUNITY COLLEGE SYSTEM (“HCCS”), a Texas community college district located in Fort Bend and Harris Counties; and REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY, TEXAS (SIENNA ZONE) (the “Reinvestment Zone”), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Section 311.013 of the Texas Tax Code.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

<u>City</u>	<u>HCCS</u>	<u>The Reinvestment Zone</u>
City Manager or Designee City of Missouri City, Texas 1522 Texas Parkway Missouri City, Texas 77459	Houston Community College System Attn: Dr. Mary Spangler 3100 Main Street Houston, TX 77002	Reinvestment Zone No. Three, City of Missouri City, Texas Attn: Chair, Board of Directors c/o Executive Director P.O. Box 22167 Houston, Texas 77092

**B. Index**

The City, HCCS and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section/Description</u>	<u>Page</u>
I. PARTIES	1
II. DEFINITIONS	6
III. BACKGROUND	7
IV. OBLIGATIONS OF HCCS	7
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	9

**C. Parts Incorporated**

All of the above described sections and documents are hereby incorporated into this Agreement by this references for all purposes.



**REINVESTMENT ZONE NUMBER THREE,  
CITY OF MISSOURI CITY, TEXAS**

By:  Date: \_\_\_\_\_  
Chairman, Board of Directors

ATTEST/SEAL:

By:  Date: 2/3/2009  
Secretary, Board of Directors

[The remainder of this page is intentionally left blank.]

HOUSTON COMMUNITY COLLEGE SYSTEM

By: Mary Spangler Date: 12-09-08  
Name: Mary Spangler  
Title: Chancellor

ATTEST/SEAL:



By: Reatha Bell Date: 12.9.08  
Name: Reatha Bell  
Title: Secretary

APPROVED AS TO FORM  
BY HCC GENERAL COUNSEL

[Signature]

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Administrative Costs” means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the Project Plan.

“Agreement” means this agreement between the City, HCCS and the Reinvestment Zone.

“Agreement Term” is defined in Section VI.

“Captured Appraised Value” means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

“City” is defined in Section I of this Agreement and includes its successors and assigns.

“Countersignature Date” means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The “HCCS” is defined in Section I of this Agreement and includes its successors and assigns.

The “HCCS Tax Increment Participation” means the amount of HCCS tax levy on the Captured Appraised Value which HCCS agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

“Project Plan” means project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City as amended.

“Reinvestment Zone” means Reinvestment Zone Number Three, City of Missouri City, Texas and includes its successors and assigns.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

### **III. BACKGROUND**

The City created the Reinvestment Zone for the purposes of development and redevelopment in the area of the Reinvestment Zone. HCCS desires to participate in the Reinvestment Zone in consideration of the agreements set forth below.

HCCS received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was received more than 60 days before the public hearing on the creation of the Reinvestment Zone and conforms in all respects to the requests of §311.003 of the Texas Tax Code, as amended.

### **IV. OBLIGATIONS OF HCCS**

#### **A. Tax Increment Participation by HCCS**

HCCS shall pay to the City for deposit into the Tax Increment Fund 100 percent of all taxes collected by HCCS each year during the term of this Agreement at the then-prevailing HCCS tax rate on the Captured Appraised Value.

HCCS Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amounts shown above. HCCS shall not be obligated to pay its HCCS Tax Increment Participation from other HCCS taxes or revenues or until HCCS Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay HCCS Tax Increment Participation shall accrue as taxes representing HCCS tax increment are collected and payment shall be due on the first day of each calendar quarter.

#### **B. Expansion of the Investment Zone**

The obligation of HCCS to participate in the Reinvestment Zone is limited to the area of the Reinvestment Zone as of the date hereof. HCCS participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless HCCS approves in writing the participation in the expanded area.

**C. Board of Directors**

HCCS has the right to appoint one member on the Reinvestment Zone Board of Directors.

**V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE**

**A. Project Plan**

A copy of the Project Plan has been provided to HCCS and any amendments thereto shall be provided to HCCS before any such plan is finally approved by the Reinvestment Zone.

**B. Educational Facilities**

HCCS's Tax Increment Participation shall be used solely for the payment of Project Costs (including without limitation financing costs) relating to the implementation of the Project Plan with respect to the educational facilities identified in the Project Plan as "Houston Community College," or "HCC" facilities.

**VI. TERM AND TERMINATION**

**A. Agreement Term**

This Agreement shall become effective as of the date of the final signature hereto. The first payment of HCCS Tax Increment Participation shall be for those taxes levied by HCCS in the year 2007 and the last payment by HCCS under this Agreement is for those taxes levied by HCCS in the year 2037.

**B. Early Termination**

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than 2037 without the prior written consent of HCCS; provided that the Reinvestment Zone may otherwise terminate by operation of law.

**C. Disposition of Tax Increments**

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to HCCS all monies remaining in the Tax Increment Fund that are attributable to HCCS Tax Increment Participation.

## VII. MISCELLANEOUS

### A. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either HCCS, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on HCCS's contributions or participation, then this Agreement shall be void as to HCCS and HCCS shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

### B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

### C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

### D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

### E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**F. Assignment**

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

**G. Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of HCCS.

**H. No Waiver of Immunity**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

[End of Agreement.]



## CITY COUNCIL AGENDA ITEM COVER MEMO

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(d) Determine that it is the best value to the City and authorize Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

On March 2, 2020, the City Council authorized a construction management at risk (C-MAR) contract with Boyer, Inc. via a 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. This specific authorization is for the City Council to make a determination that it is the best value to the City to authorize Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project.

### 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.

At the January 6, 2020, meeting, the City Council authorized and retained Boyer, Inc. to perform the scope of this construction contract using the C-MAR method of procurement. Since then, Boyer, Inc. has been working hand-in-hand with Ardurra (Design Consultant) in finalizing the design and developing a construction work package consistent with the CMAR method of procurement. The project construction is split-into two work 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). At the March 2, 2020 Council Meeting, staff obtained authorization from City Council for the construction of EWP for a GMAX (guaranteed maximum price) not to exceed \$1,816,974.95.

In accordance with the CMAR contract awarded, Boyer, as the CMAR, solicited Early Work Package (EWP) in accordance with Local Government Code Chapter 2269. An advertisement was published in a newspaper of local circulation as well as posting the project in generally accepted on-line plan rooms and electronic media outlets. Qualification packages for various the trades were due March 20, 2020. The scope of EWP generally includes earthwork, base material to place the steel package plant upon, equipment check-out, disassembly, transport from Pearland, and placement of the package plant and equipment at the Mustang Bayou WWTP. Boyer, as the CMAR, will also be performing general conditions activities including temporary field office, SWPPP, portable office/tools, utilities, and site security.

Despite the high level of initial interest, Boyer did not receive any submittals/proposals from a contractor or subcontractor that was interested in performing work. Based on initial feedback from Boyer and the contracting/subcontracting community, the lack of submittals/proposals is a result of the smaller scale of the project and the busy nature of the construction market. Further, none of the discussions claimed complications stemming from the current COVID-19 pandemic, as water/wastewater construction is considered an exempt activity.

The lack of acceptable bids affords Missouri City the opportunity to exercise the requirement that Boyer fulfill the EWP scope for GMAX price, allowing the project to remain on schedule. Ardurra (the City's consultant) believes Boyer is fully capable to self-perform the entire project, including EWP. Therefore, staff and Ardurra recommends that the City authorize and approve award of EWP to Boyer, Inc. in the amount of \$1,636,600.00 as well as authorize commencement of the general conditions activities in the amount of \$180,374.75 for a total contract value of \$1,816,974.75 (for EWP).

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. The project team has already appropriated project costs to these participants based on current agreements. In addition, both the participants have already committed their share of funding to this EWP.

**BUDGET/FISCAL ANALYSIS**

Funding Source	Account Number	Project Code/Name	FY20 Revised Budget	FY20 Funds Available	Amount Requested
2018A CO Fund	515-58700-50-999-80027	80027 / MBSA WWTP Expansion	\$2,680,101	\$408,737	\$408,737
Utility Fund	535-58700-50-999-80027	80027 / MBSA WWTP Expansion	\$6,900,000	\$6,900,000	\$1,408,238

**Purchasing Review:** Shannon Pleasant, CTPM - Procurement & Risk Manger  
**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. Engineers recommendation

**STAFF'S RECOMMENDATION**

Staff recommends to City Council that it is of best value to the City to authorize Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project and requests authorization to proceed.

**Director Approval:** Shashi K. Kumar, P.E.  
**Assistant City Manager/ City Manager Approval:** Glen A. Martel, ACM

April 10, 2020



Shashi Kumar, P.E.  
Director of Public Works, City Engineer  
1522 Texas Parkway  
Missouri City, Texas 77489

Subject: Recommendation of Award  
Early Work Package 1  
Mustang Bayou Wastewater Treatment Plant (RFP No. 20-313)

Dear Mr. Kumar:

In accordance with the CMAR contract awarded to Boyer, Inc. (Boyer), Boyer, as the CMAR, solicited Early Work Package 1 (EWP 1) in accordance with Local Government Code Chapter 2269. An advertisement was published in a newspaper of local circulation as well as posting the project in generally accepted on-line plan rooms and electronic media outlets. Qualification packages for various the trades were due March 20, 2020.

Engineering  
& Disaster  
Management

The scope of EWP 1 generally includes earthwork associated with filling the detention pond, base material to place the steel package plant upon, equipment check-out, disassembly, transport from Pearland, and placement of the package plant and equipment at the Mustang Bayou WWTP. Boyer, as the CMAR, will also be performing general conditions activities including temporary field office, SWPPP, portable office/tools, utilities, and site security.

Interest from electronic plan rooms and media outlets was very active with over 80 different vendors, suppliers, contractors, and subcontractors downloading the documents. A list is provided as **Attachment A**. Out of those 80, 17 were contractors and 17 others were potential subcontractors. Despite the high level of initial interest, Boyer did not receive any submittals/proposals from a contractor or subcontractor that was interested in performing work. Based on initial feedback from Boyer and the contracting/subcontracting community, the lack of submittals/proposals is a result of the smaller scale of the project scope and the busy nature of the construction market. Further, none of the discussions claimed complications stemming from the current COVID-19 pandemic as water/wastewater construction is considered and exempt activity.

In accordance with CMAR contract Change Order No. 1 that was approved by Council on March 2, 2020, Boyer submitted a guaranteed maximum price (GMAX) for EWP 1 in the amount of \$1,636,600.00. The lack of acceptable bids affords Missouri City the opportunity to exercise the requirement that Boyer fulfill the EWP 1 scope for GMAX price, allowing the project to remain on schedule.



As was stated in the initial recommendation of award to Boyer, Ardurra believes Boyer is fully capable to self-perform the entire project, including EWP 1. Therefore, Ardurra Group, Inc., recommends that the City authorize and approve award of EWP 1 to Boyer, Inc in the amount of \$1,636,600.00 as well as authorize commencement of the general conditions activities in the amount of \$180,374.75 for a total contract value of \$2,026,974.75 which includes the initial \$210,000.00 for preconstruction services.

Please review this information and call me at (346) 666-5077 if you have any questions or need any additional information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jeffrey S. Peters", is written over the typed name.

Jeffrey S. Peters, P.E., BCEE  
Principal  
TBPE Firm Registration No F-17004

Cc: Dave Geel – Boyer, Inc.

## RFQ - City of Missouri City - Mustang Bayou Wastewater Treatment Plant Expansion &amp; Rehabilitation Project

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes	Certifications	RESPONDED TO RFP
All-Terra Engineering, Inc.	Engineer	Haddis P.E.	7135742371	713-574-2372	htwolde@all-terra.com	Download Plans	MBE,SBE,DBE,HUB	
Kleinfelder, Inc.	Engineer	CP Nawal	972-868-5900		cnawal@kleinfelder.com	Download Plans		
Newman Regency	Engineer	Jeff Rebenschied	281-980-7448		jeff@newmanregency.com	Download Plans		
Pape-Dawson Engineers	Engineer	Ramon Salazar	713-428-2450 ext 482		ramonsalazar@pape-dawson.com	Download Plans		
Prime Controls, LP	Engineer	Kirsten Dirsch	9722214849	9724204842	k.dirsch@prime-controls.com	Download Plans		
Raba Kistner, Inc.	Engineer	Martin Vila	713-996-8990		mvila@rkci.com	Download Plans		
Signature Automation	Engineer	Rick Hidalgo	469-619-1241		rhidalgo@sig-auto.com	Download Plans	MBE,SBE,DBE,HUB	
West Peak Energy	Engineer	James Gilmore	8064966081		james@westpeakenergy.net	Download Plans		
Weston Solutions Inc.	Engineer	Sam Irrinki	5126517106		sam.irrinki@westonsolutions.com	Download Plans		
Aims Companies	General Contractor	Sabryna Abdella	281-485-8816		sabdella@aimscpanies.com	Download Plans		
ALLCO, LLC	General Contractor	Brandon Harrison	409-860-4459	409-860-3857	bharrison@allco.com	Download Plans		
b-5 Construction	General Contractor	mike malina	2813563264		micheal.malina@b-5construction.com	Download Plans		
Boyer, Inc.	General Contractor	Mark Boyer	713-466-5395	713-466-8198	wguerra@boyerinc.com	Download Plans		
Bryan Construction Company	General Contractor	Scott Ridgway	9797766000		estimating@bryan-construction-co.com	Download Plans		
E.P. Brady Ltd	General Contractor	Daniel Brady	713-691-0923	713-691-5423	dan@epbradyltd.com	Download Plans, Not Bidding		
F & L Coatings and Concrete, LLC	General Contractor	Christel Ferrie	281-316-2203	281-316-1991	christel@flcoatings.com	Download Plans		
Integrated Water Services, Inc.	General Contractor	Jeff Thomas	8305155058		jthomas@integratedwaterservices.com	Download Plans		
IPR Industrial Services	General Contractor	Shailer Vinsonhaler	7132537414		svinsonhaler@teamipr.com	Download Plans		
I-Raos Inc	General Contractor	Krishnaprabha Radhakrishnan	8327408786		prabha.radhakrishnan@iraos.net	Download Plans		
JTR Constructors Inc	General Contractor	Manuel Chicas	8329986832	2818592939	mchicas@jtrconstructors.com	Download Plans		
Layne Christensen Co.	General Contractor	Taylor Savoie	713-466-5001	713-466-8397	taylor.savoie@gcinc.com	Download Plans		
LEM Construction Co., Inc.	General Contractor	Hunter Howard	281-495-9550	281-495-9995	hhoward@lemconstruction.com	Download Plans		
McCrory-CTI Services	General Contractor	Thomas Adeyemi	2812218286		bids@mccrory-cti.com	Download Plans	HUB,DBE,SBE,MBE	
T Gray Utility & Rehab Co.	General Contractor	George Tamez	281 745 3353	281 254 7995	george.tamez@tgrayutility.com	Download Plans		
Wharton Smith	General Contractor	Dennis Wang	6187135367		dwang@whartonsmith.com	Download Plans		
Wharton-Smith	General Contractor	Kenneth Marcell	225-754-0550		kmarcell@whartonsmith.com	Download Plans		
Cummins	Manufacturer	John Solheim	7134409286		john.solheim@cummins.com	Download Plans		YES
Design Precast & Pipe	Manufacturer	Stephen Cospelich	2288315833		scospelich@designprecast.com	Download Plans		
Eland Industries	Manufacturer	Michael Demel	713-449-6477		jason@elandindustriesllc.com	Download Plans		
E-Tel Sales	Manufacturer	Doug Huber	2814140066		dhuber@etelinc.com	Download Plans		
ICP	Manufacturer	Bob Hook	918-286-6350		bhook100@cox.net	Download Plans		
JCS Industries, Inc.	Manufacturer	Scotty Whitmore	2813532100	2813530657	scotty@jcsindustries.us.com	Download Plans		
JFK Fabrication	Manufacturer	James Knape	9798649641		jfkfabrication@yahoo.com	Download Plans		
Big Kat Waste Solutions	Other	Lance Kothmann	8324091303		lkothmann@bigkatwaste.com	Download Plans		
ENTRAM CORP	Other	JOHN FALCONE	888-888-0900		contact@envirobidnet.com	Download Plans		
North America Procurement Council Inc., PBC	Other	Eric Johnson	302-450-1923	302-450-1925	sourcemanagement@napc.me	Download Plans		
Preswerx	Other	Steven Wright	4079677145		swright@preswerx.com	Download Plans		
AMTEK Information Sevice, Inc. - Houston	Plan Room	Todd Kimball	(713) 868-0010		amtek.houston@amtekusa.com	Download Plans		YES
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com	Download Plans		
Construction Journal	Plan Room	Pamela Exton	8007855165	8005817204	bids@constructionjournal.com	Download Plans		
Dodge Data & Analytics	Plan Room	Toni Lawson	281-460-5730	800-768-5594	toni.lawson@construction.com	Download Plans		
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com	Download Plans		
Virtual Builders Exchange	Plan Room	John Miller	210-564-6900	210-564-6902	jmiller@virtualbx.com	Download Plans		
A E PRODUCTS	Reprographer	AE PRODUCTS	713-579-1077		jeff.meloni@thomasre.com	Download Plans		
Andrew-Jordan Industrial	SubContractor	Michael Chambers	(832) 243-6888	(832) 486-9239	mchambers@ajelectric.com	Download Plans		
Backwater Fence	SubContractor	Valerie Bourgeois	8326806107	8326806108	vbourgeois@backwaterfence.com	Download Plans		
CITI FENCE & CONCRETE	SubContractor	Jay Morales	832-203-9410	832-834-6153	estimating@citifence.net	Download Plans		
Clarion Electrical, LLC	SubContractor	Nathan Ladner	281-373-0367		nladner@clarionelec.com	Download Plans		YES
Control Panels USA, Inc.	SubContractor	Jason Triggs	210-420-7732		jtriggs@controlpanelsusa.net	Download Plans	SBE	
K4 Environmental LLC	SubContractor	Jody Kirgan	832-413-5959		jody@k4ellc.com	Download Plans		
M.A.K. Fencing, Inc	SubContractor	Fred Keyes	8329190295		makfencing@gmail.com	Download Plans		
Mercer Controls Inc.	SubContractor	Sherrel Mercer	361-782-7168	361-782-7706	mercercontrols@aol.com	Download Plans		
Mersino Global Pump- Bypass/Dewatering/Pump Experts - Civil Engineer	SubContractor	Matt Shakerian ✓	3462412881		matt.shakerian@globalpump.com	Download Plans,Interested		

RFQ - City of Missouri City - Mustang Bayou Wastewater Treatment Plant Expansion & Rehabilitation Project

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes	Certifications	RESPONDED TO RFP
NATIONAL FENCE COMPANY	SubContractor	DON YOUNG	281-590-5000	281-590-5088	bids@nationalfencetx.com	Download Plans, Not Bidding		YES
Prime Controls	SubContractor	Jason Ford	281-253-2126		j.ford@prime-controls.com	Download Plans		
ProTech Group	SubContractor	Correy Woods	7134467794		correy.woods@protechgroupplc.com	Download Plans	DBE	
RSW Construction	SubContractor	Andrew Rickett	2817770147		mandy@rsw-llc.com	Download Plans		YES
Texas Industrial Control Manufacturing	SubContractor	Coy Sisson	281-296-8300	281-296-8302	CoySisson@icmtx.com	Download Plans		
TSI Laboratories, Inc.	SubContractor	Michael Tater	361-578-6933		tsilabvictoria@gmail.com	Download Plans		YES
Waste Corporation of Texas LP	SubContractor	Sandra Carpenter	832-570-7319	8325707319	scarpenter@wcamerica.com	Interested		
Waymire Systems, Inc.	SubContractor	Charles Barnes	281-442-8637	281-442-4323	cbarnes@waymiresystems.com	Download Plans		
AAA Treasure Intl co. Inc	Supplier	Nikki Collins	713-222-7891	713-222-7249	nikki@aaa-pipe.com	Download Plans		
CC Lynch & Associates, Inc.	Supplier	Brandon Dalton	1-800-333-2252		brandon@cclynch.com	Download Plans		
Champion Fuel Solutions	Supplier	Patti Russell	877-909-9191	817-251-1437	prussell@championfs.com	Interested	WBE,SBE,DBE,HUB,TUCP	
Elliott Electric Supply	Supplier	Lauren Phillips	281-921-0556		laurenphillips@elliottelectric.com	Download Plans		
Environmental Improvements, Inc.	Supplier	Bucky Richardson	713-461-1111	713-461-1821	bucky@ei2hou.com	Download Plans		
ETT	Supplier	Brenda Haws	832-922-1120		brenda.haws@ett-llc.com	Download Plans		
Ferguson WW Plant Div	Supplier	Tom Ellis	512-635-1865	512-930-2388	tom.ellis@ferguson.com	Download Plans		
Hartwell Environmental	Supplier	David Alston	281-351-8501	281-351-8323	dalston@hartwellenv.com	Download Plans		
HRM Environmental	Supplier	Brendan Kelly	512-903-5444		bkelly@hrmenv.com	Download Plans		
JDC Fluid Equipment, LLC	Supplier	Tommy Truitt	281-586-7087	281-586-7088	tommy@jdcfluid.com	Download Plans		
K2 Services, LLC.	Supplier	Kenneth Sessum	832-382-3434		Sales@k2svc.com	Download Plans		
Newman Regency Group	Supplier	Becky Faulk	281-980-7448	281-980-7447	becky@newmanregency.com	Download Plans		
Newman Regency Group	Supplier	Paul Pilisi	281-980-7448	281-980-7447	paul@newmanregency.com	Download Plans,Order Plans		
Precision Pump Systems	Supplier	Troy Gillar	713-783-8530	713-783-1221	tgillar@precisionpumpsystems.com	Download Plans		
Pumps of Houston	Supplier	Kenneth Allen	832-919-1175		kallen@pumpsofhouston.com	Download Plans		
PUMPS OF HOUSTON, INC	Supplier	WAYNE HELLENGUARD	832-448-5931	832-448-1362	WAYNE@PHIPC.COM	Download Plans		
Pumps of Houston, Inc.	Supplier	Sabrina Hoffart	832-448-5923	281-931-1083	shoffart@pumpsofhouston.com	Download Plans		
Smith Pump Company	Supplier	Matt Ramburger	1-254-776-0377	1-254-399-8274	mattr@smithpump.com	Download Plans		
The Valve Agency Inc	Supplier	Heather Wray	281-883-4331	972-200-1442	sales@thevalveagency.com	Download Plans	WBE,HUB,SBE,MBE	
United Rentals Fluid Solutions	Supplier	Chris Gilstrap	2812994996		tgilstrap@ur.com	Download Plans		
Vector Controls and Automation Group	Supplier	Sarah Guzman	7134128159		Sarah.Guzman@vectorcag.com	Download Plans		
Waukesha-Pearce Industries	Supplier	Nathan Parker	713-551-0434	713-551-0799	parker@wpi.com	Download Plans		
Weisinger Inc	Supplier	Hansel Lemus	9365372692		hlemus@weisingerinc.com	Download Plans		
WWaterTech, Inc.	Supplier	Cathy Aldrich	9363725272		caldrich@wwatertechinc.com	Download Plans		
WWatertech, Inc.	Supplier	Wes Holt	936-372-5272	936-372-9224	wholt@wwatertechinc.com	Download Plans		
Xylem Dewatering	Supplier	Terrance Broadway	832-418-1896		terrance.broadway@xylem.com	Download Plans		YES



## CITY COUNCIL AGENDA ITEM COVER MEMO

May 4<sup>th</sup>, 2020

**To:** Mayor and City Council  
**Agenda Item:** 9(e) Amendment to existing contract with Kimley-Horn and Associates Inc. for the Willow Waterhole Drainage Analysis  
**Submitted by:** Shashi K. Kumar, P.E., Director of Public Works and City Engineer

### SYNOPSIS

On September 27, 2019, City Staff authorized a professional contract with Kimley-Horn and Associates, Inc. to update a drainage analysis for the Willow Waterhole Watershed. Willow Waterhole watershed (see attached watershed map) serves both City of Stafford and Missouri City. Impending development projects within Missouri City necessitated the need to expedite drainage analysis update for this watershed ahead of the Master Drainage Update project that was authorized by City Council in April 2020. In addition, this firm (Kimley-Horn) had previously performed the update for the subject watershed.

The main goal of this update is to maximize regional detention (both within Stafford and Missouri City limits) to facilitate development within respective jurisdictions based on prior interlocal agreements. During the course of this study, Kimley Horn determined that the existing land dedicated for regional detention might not be adequate to mitigate all developmental impacts. As such, the City of Stafford's team suggested a new tract of land within City of Stafford. The current project scope of the consultant will need to be amended to include this additional task. As per Attachment #2 (additional scope of services) this effort is estimated to cost an additional \$7,500. This contract will now exceed the \$50,000 staff approval threshold and will therefore require Council authorization.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Grow business investments in Missouri City
- Have quality development through buildout

### BACKGROUND

The Willow Waterhole Watershed is one of the watersheds within the City that serves multiple jurisdictions (Stafford and Missouri City) and ultimately outfalls to a drainage ditch that is owned and maintained by the Harris County Flood Control District (HCFCD). Per HCFCD criteria, mitigation of developmental impacts is required for any new developmental projects within this watershed. Staff had to authorize this study ahead of the full Watershed Master Plan update (authorized recently) due to impending developmental projects. The original contract amount (\$49,000) required a staff level approval. However, with this proposed change in scope and associated additional cost (\$7,500), this contract amendment will require authorization from City Council. Updating this watershed (Willow Waterhole) was removed the scope of the overall Watershed Master Plan Update scope that was authorized by Council in April 2020. However, the results from this Kimely-Horn study will complement (add) to the overall Watershed Master Plan Update currently underway.

Funding for this update is budgeted in the Drainage Capital Improvement Program (CIP).

## BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	403-58700-15-999-10039	10039 / Willow Waterhole	\$300,000	\$251,000	\$7,500

**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. Original Scope of Services
2. Additional Scope of Services
3. Watershed Map

## STAFF'S RECOMMENDATION

Staff recommends City Council to authorize this additional scope to this existing contract with Kimely-Horn and Associates, Inc. With this addition and authorization, the original contract amount will be amended from \$49,000 to \$56,500

**Director Approval:** Shashi K. Kumar, P.E.

**Assistant City Manager/  
City Manager Approval:** Glen A. Martel, ACM



September 27, 2019

Mr. Shashi Kumar  
City of Missouri City  
1522 Texas Parkway  
Missouri City, TX 77489

**RE: *Professional Services Agreement***  
***Willow Waterhole – Drainage Analysis***  
***Missouri City, Texas***

Dear Mr. Kumar:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this scope of services and associated fees related to the Willow Waterhole Drainage Analysis. Our project understanding, scope of services, and fee are below.

#### **PROJECT UNDERSTANDING**

Kimley-Horn understands that the City would like to engage Kimley-Horn to modify the Gilman Tract Drainage Study (2018) in order to better understand the availability of regional detention within the Willow Waterhole watershed. For the purposes of this analysis, the area delineated in red on Exhibit A will be considered the Willow Waterhole watershed boundary (Watershed Area) upstream of Cravens Road. The Watershed Area will be considered consistent with the 1985 development agreement boundary, except for the area adjacent to US 90-A west of Pike Road, where development has redirected flow to the Cangelosi drainage area.

The scope of services defined below represents our understanding of the tasks required.

LS = Lump Sum Fee Type  
H = Hourly Fee

## SCOPE OF SERVICES

### Task 1 – Capacity Assessment

**\$2,500 (LS)**

Kimley-Horn will split the area in the Watershed Area between Stafford and Missouri City and will estimate the current percent impervious for each City. Percent impervious estimates will be based on land uses and the typical average values for impervious cover from the Fort Bend Drainage Criteria Manual. Kimley-Horn will use the available future land use plans for Missouri City and Stafford to establish land uses in undeveloped areas in the Watershed Area.

Based on the analysis described above, Kimley-Horn will calculate

1. What percent of the current development in the Watershed Area is attributed to Stafford and what percent is attributed to Missouri City
2. What percent of additional development in the Watershed Area is anticipated in Stafford and what percent is anticipated in Missouri City

Kimley-Horn will prepare an exhibit illustrating the boundaries and the areas of existing and future development. The exhibit will include tables summarizing the percentages above.

### Task 2 – Willow Waterhole Drainage Study Alternates

**\$34,000 (LS)**

Kimley-Horn will modify the HEC-HMS model prepared as part of the 2018 study to anticipate fully developed conditions in the Watershed Area. The Citypark development included in the 2018 study will be included in the model. Kimley-Horn will run two rainfall scenarios under this condition, one using the same meteorological data as the 2018 study and one to include Atlas-14 rainfall depths.

The proposed condition HEC-RAS model from the 2018 study includes the on- and off-site detention associated with the Citypark development. Kimley-Horn will update the proposed condition HEC-RAS model from the 2018 study to include two regional detention facilities (future regional detention) proposed in the Willow Waterhole Drainage Analysis dated February 2014 by LAN (2014 LAN Study).

Kimley-Horn will compare the anticipated peak flows in the Willow Waterhole channel with and without full development in the Watershed Area to determine if the future regional detention will mitigate future development using both the previously analyzed storm events and the Atlas 14 flows.

Kimley-Horn will prepare a technical memo summarizing the results of the modeling effort. The memo will include tables to compare existing and proposed water surface elevations in the adjacent channel, flows in the channel, and a summary of the Future Regional Detention characteristics.

Kimley-Horn will submit one hardcopy of the technical memo to each Missouri City and Stafford for review. Review comments will be addressed under Task 3

**Task 3 – Addition Scenario – No City of Stafford Detention** **\$6,500 (LS)**

Kimley-Horn will prepare one additional scenario to determine what detention rate would need to be applied to properties within the City of Missouri City and within the Watershed Area to allow properties within City of Stafford and within the Watershed Area to develop undetained. Kimley-Horn will establish the detention level required for future development in the Missouri City properties to mitigate future development in the Watershed Area. The detention level will be established using both the original meteorologic model and the Atlas 14 rainfall events.

Kimley-Horn will include the analysis developed in this task in the technical memo discussed in Task 2.

**Task 4 – Meetings & Agency Comments** **\$6,000 (LS)**

Kimley-Horn will attend meetings with the City of Missouri City and will respond to comments provided by City of Missouri City. This task assumes 30 hours of effort for attending meetings and responding to comments. Effort to prepare analyze additional drainage scenario's are not included in this task.

**ADDITIONAL SERVICES**

Any items requested that are not specifically noted in the above scope will be billed as additional services and performed at our then current hourly rates.

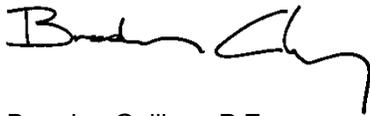
**FEE AND EXPENSES**

Kimley-Horn will perform the scope of services under this work authorization Tasks 1, 2, 3, and 4 described above for a total lump sum fee of \$49,000. All project related direct expenses are included in this amount.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

We look forward to working with you on completing these services. If you have any further questions regarding this scope of fee, please don't hesitate to contact me.

Sincerely,  
**KIMLEY-HORN AND ASSOCIATES, INC.**

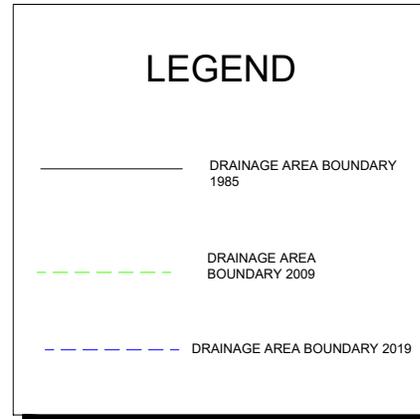
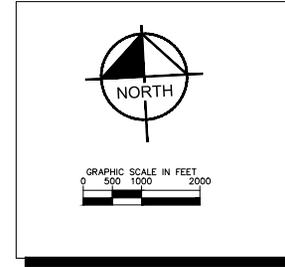
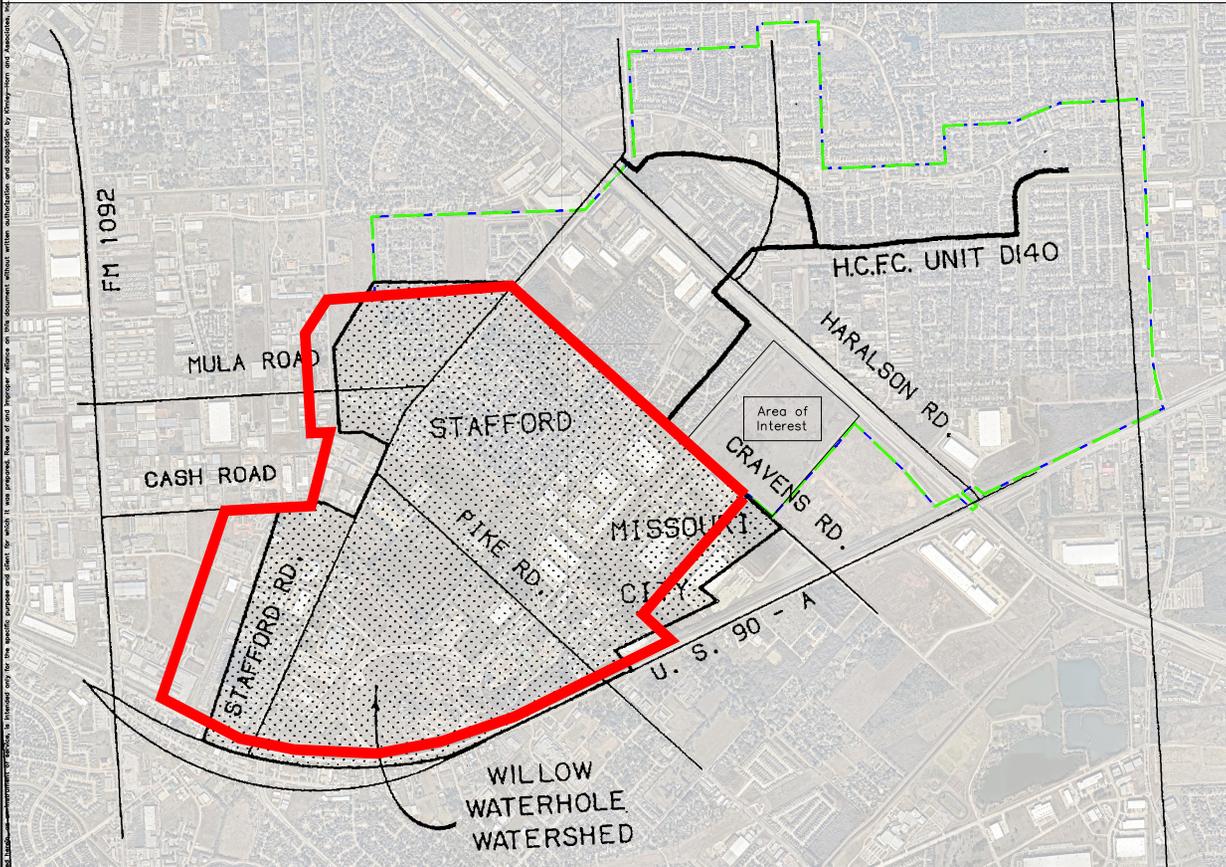


Brandon Guillory, P.E.  
Vice President



Dan Elkins, P.E.  
Project Manager

# Exhibit A



This document, together with the concepts and design presented herein, is prepared only for the specific purpose and shall not be used for any other purpose without the written authorization and approval of the engineer and designer. The engineer and designer shall not be held liable for any consequences arising from the use of this document for any other purpose.

<b>Kimley»Horn</b>		TEL. NO. (972) 750-1000 FAX NO. (972) 750-1001 13855 KNOX ROAD DALLAS, TEXAS 75244 ENGINEERING FIRM REGISTRATION # 6383		KHA PROJECT NO. 18-0000 DATE OCTOBER 2018 SCALE AS SHOWN DESIGNED BY: SDG DRAWN BY: RWH CHECKED BY: SDG		WILLOW WATERHOLE IMPROVEMENTS MISSOURI CITY, TX		SHEET NUMBER
							REVISIONS	DATE
							No.	BY

**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



April 23, 2020

Mr. Shashi Kumar  
City of Missouri City  
1522 Texas Parkway  
Missouri City, TX 77489

**RE: *Amendment for Professional Services  
Local Agreement #20-310  
Willow Waterhole – Drainage Analysis  
Missouri City, TX***

Dear Mr. Kumar:

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to present City of Missouri City (the “Client”) with this amendment for professional services for the above referenced project. The following scope of services is an amendment to the Civil Engineering Agreement dated September 27, 2019. The proposed services will be provided in accordance with the terms and conditions set forth in the above referenced Civil Engineering Agreement.

#### **PROJECT UNDERSTANDING**

Kimley-Horn understands that the City would like to engage Kimley-Horn to modify the Gilman Tract Drainage Study (2018) in order to better understand the availability of regional detention within the Willow Waterhole watershed. For the purposes of this analysis, the area delineated in red on Exhibit A will be considered the Willow Waterhole watershed boundary (Watershed Area) upstream of Cravens Road. The Watershed Area will be considered consistent with the 1985 development agreement boundary, except for the area adjacent to US 90-A west of Pike Road, where development has redirected flow to the Cangelosi drainage area.

The purpose of this amendment is to capture the effort required to perform additional hydrologic modeling options as discussed with Missouri City and further defined below.

The scope of services defined below represents our understanding of the tasks required.

## SCOPE OF SERVICES

### Task 1 – Additional TXI Detention Option

**\$7,500 (Lump Sum)**

Kimley-Horn will modify the modeling prepared under the original scope to anticipate detention in the area labeled as Restricted Reserve “C” on the TXI-Stafford Replat dated July 2010 (additional detention). Kimley-Horn will perform the following effort:

- Modify drainage area 19 in the HEC-HMS modeling to account for the area that will drain directly to the additional detention and the area that will drain directly to the channel
- Develop a conceptual stage-storage relationship for the additional detention. The concept will be based on available aerial topographic information.
- Modify the HEC-RAS model to account for the revised drainage areas
- Modify the HEC-RAS model to include the additional detention storage area
- Prepare one revised drainage area map, one land use map, and one hydraulic workmap, and one comparison table to illustrate the changes to the modeling and the results
- Attend two meetings to discuss the modeling and the results

Final results will be incorporated in the report document submittal.

## ADDITIONAL SERVICES

Any items requested that are not specifically noted in the above scope will be billed as additional services and performed at our then current hourly rates.

**CLOSURE**

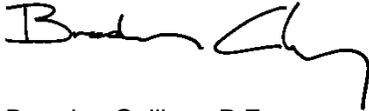
In addition to the matters set forth herein, our amendment shall include and be subject to, and only to, the terms and conditions in Civil Engineering Agreement dated September 27, 2019.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below, and return a hard copy or scanned copy to us. We will commence services only after we have received a fully executed agreement.

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
**KIMLEY-HORN AND ASSOCIATES, INC.**



Brandon Guillory, P.E.  
Vice President



Dan Elkins, P.E.  
Project Manager

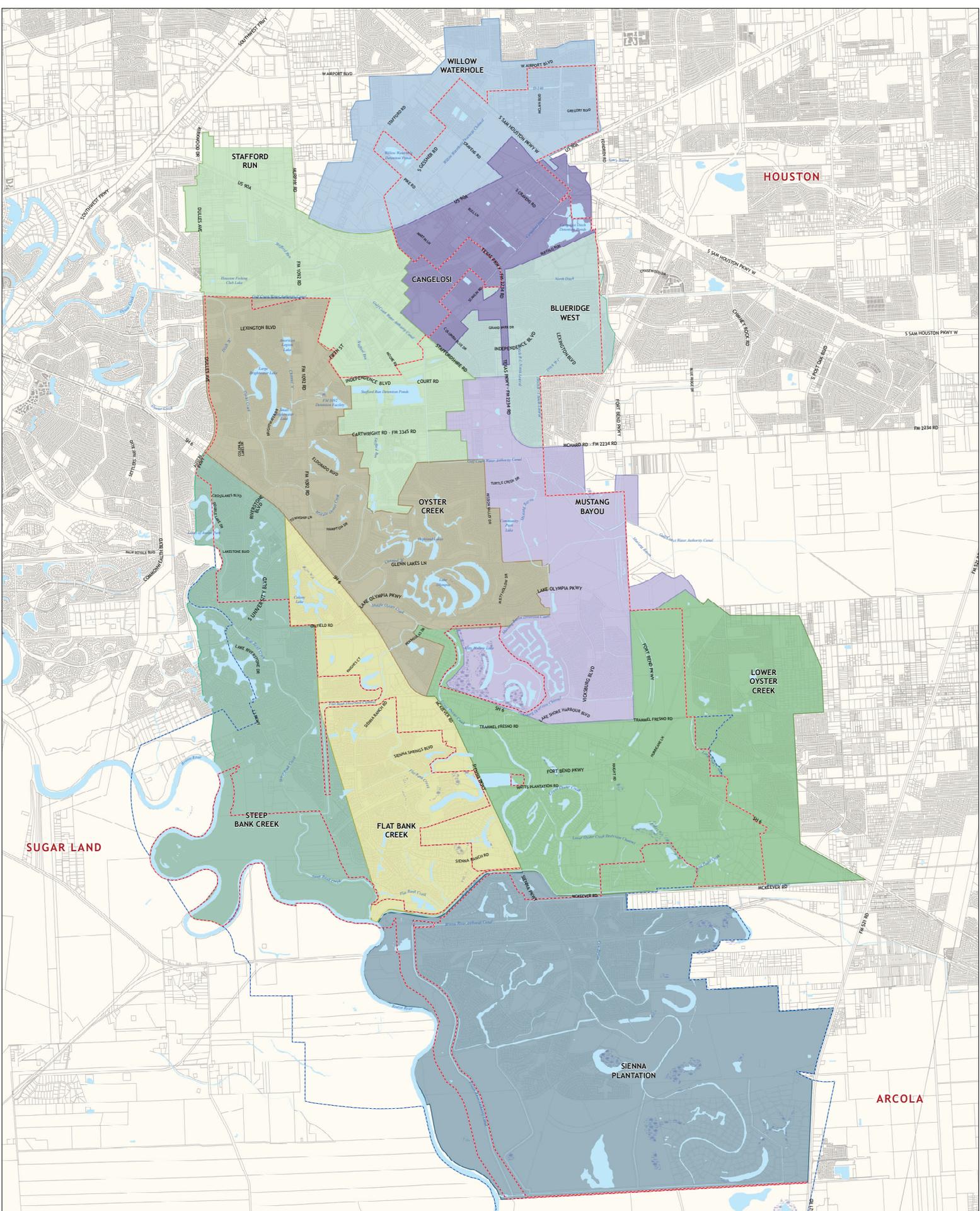
Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Missouri City**

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

\_\_\_\_\_  
(Print or Type Name)

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



Map By:  
GIS Division  
April 2017



# Watersheds

## Legend

- City Limits
- ETJ
- ◆ Water Feature
- ★ Marsh



0 2,000 4,000 8,000 12,000 16,000  
Feet

Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.



**Council Agenda Item  
May 4, 2020**

10. **ORDINANCES** – *There are no Ordinances on this agenda.*
-



## CITY COUNCIL AGENDA ITEM COVER MEMO

May 4, 2020

**To:** Mayor and City Council  
**Agenda Item:** 11(a) Amend User Fee Resolution R-20-10, extend effective date to June 1, 2020.  
**Submitted by:** Otis T. Spriggs, AICP, Director of Development Services

### SYNOPSIS

Mayor Yolanda Ford signed City Order No. O-20-01, a “Proclamation Declaring a Local Disaster, which states “Missouri City has determined that extraordinary measures must be taken to contain COVID-19 and prevent its spread” throughout the community.

Due to closure and limited access to some City facilities and operational suspensions/restrictions to City programs and services, administrative staff has successfully continued the development review and approval process both remotely and virtually. The Mayoral declaration addresses the decision stating that such declaration “measures may include closing certain venues, the cancellation of certain events and, pursuant to Chapter 122 of the Texas Health and Safety Code, the quarantine of individuals and the compelling of individuals to undergo certain health measures that prevent or control the spread of the disease.” In efforts to allow for more advance notice and time for public awareness of the new development fees, staff is requesting a 30-day extension of the effective date of Resolution 20-10 until June 1, 2020. Staff will take additional measures to assure that the public is notified of the new effective date.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

### BACKGROUND

The new development schedule of fees was considered and adopted by city council on March 16, 2020 in response to and in conformance with the recently amended Section 214.907, Local government Code as added by House Bill 852 and signed into effect immediately on May 21, 2019.

Further, the City Code of Ordinances, establishes that fees and charges under the various articles shall be established by a resolution of the city council. The effective date of the new fees was originally set to be effective on May 1, 2020, while Missouri City is still under the aforementioned declaration and order.

### SUPPORTING MATERIALS

1. Proposed amended Resolution
2. Exhibit A (Old fees)
3. Exhibit B (New schedule of fees)

### STAFF'S RECOMMENDATION

**Recommended Action:**

Staff recommends that Council approve an extension of the fee schedule effective date to June 1, 2020, due to COVID-19.

**Director Approval:**

**Otis T. Spriggs, AICP, Director of Development Services**

**Assistant City Manager  
Approval:**

**Glen Martel, Assistant City Manager**

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING AND ADOPTING THE DEVELOPMENT AND PLANNING SCHEDULE OF FEES; REPEALING RESOLUTION NO. R-20-10; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND MAKING CERTAIN FINDINGS RELATING THERETO.**

\* \* \* \* \*

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

Section 1. That from May 5, 2020, through May 31, 2020, the fees associated with development and planning shall be in the amounts specified in the Schedule of Fees, attached hereto as Exhibit "A" and made a part hereof.

Section 2. That on June 1, 2020, the fees associated with development and planning shall be in the amounts specified in the Schedule of Fees, attached hereto as Exhibit "B" and made a part hereof.

Section 3. That the officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 4. *Repeal.* Resolution No. R-20-10, adopted on March 16, 2020, is hereby repealed. Additionally, all other resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 5. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution 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 part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. *Effective Date.* This Resolution is effective immediately.

PASSED, APPROVED and ADOPTED this 4th day of May, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

EXHIBIT "A"

SCHEDULE OF FEES

DESCRIPTION		FEE
<b>I.</b>	<b><u>In General</u></b>	
	<b>A. Commercial change of occupancy</b>	
	1. Change of occupancy inspection	\$100.00
	2. General electric inspection	\$50.00
	3. Site inspection	\$25.00
	<b>B. Re-inspections<sup>1</sup></b>	
	1. First re-inspection	\$25.00
	2. Subsequent re-inspections will increase by \$25.00	
	<b>C. Temporary construction trailer/dumpster and/or storage container</b>	
	1. Permit fee	\$100.00 each
<b>II.</b>	<b><u>Building</u></b>	
	<b>A. Non Residential Plan-review fee</b>	

<sup>1</sup> Where there is a conflict between a general re-inspection fee and a specific re-inspection fee, the specific re-inspection fee shall apply.

	<p><b>1. When the valuation of the proposed construction exceeds \$1,000.00 and the City requires a plan to be submitted, a plan-review fee shall be paid to the City at the time of submitting plans and specifications for review. Such plan-review fee is <u>in addition</u> to the building permit fee.</b></p>	<p>1/2 of the required building permit fee for the initial review; \$0.00 for the first resubmittal<sup>2</sup>; \$75.00 per hour with a two hour minimum for each additional resubmittal</p>
	<p><b>2. Verification of previously approved plans</b></p>	<p>\$1.00 per page</p>

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<sup>2</sup> A building plan resubmittal includes, but is not limited to, a revision to a submitted plan in response to staff comments, a customer-initiated modification to a submitted plan, and any revision to a submitted plan after the issuance of a building permit directly related to such plan.

	<b>B. Non-Residential Building permit fee</b> (based on the valuation of the proposed construction)	
	1. Less than \$1000.00	\$15.00
	2. \$1,000.00 to \$49,999.99	\$15.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$49,999.99
	3. \$50,000.00 to \$99,999.99	\$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof, to and including \$99,999.99
	4. \$100,000.00 to \$499,999.99	\$460.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, to and including \$499,999.99
	5. \$500,000.00 and up	\$1,600.00 for the first \$500,000 plus \$2.00 for each additional thousand or fraction thereof
	<b>C. Residential Building Permit Fee</b>	
	1. Single Family Residential & Duplex Building, including additions	Total square feet x \$0.50
	2. All other categories including Multi-family including additions	Total square feet x \$0.60
	3. Plan Review Fee	Total square feet x \$0.20
	4. Major Remodel	\$75
	5. Minor Remodel	\$50

		<b>6. Roof/Reroof</b>	<b>\$75</b>
		<b>7. Window Installation/Replacement (&gt;5 Windows)</b>	<b>\$50</b>
		<b>8. Window Installation/Replacement (&lt;5 Windows)</b>	<b>\$25</b>
		<b>9. Siding, Façade Changes</b>	<b>\$75</b>
		<b>10. Detached Accessory Structures (Storage Shed, Porch, Carports)</b>	<b>\$100</b>
		<b>11. Patio without Roof</b>	<b>\$50</b>
		<b>12. Solar Panels</b>	<b>\$100</b>
		<b>13. Driveways and/or Driveway Approach</b>	<b>\$100</b>

	<b>D.</b>	<b>Moving fee</b>	
		1. For the moving of any building or structure, the fee shall be:	\$100.00
	<b>E.</b>	<b>Demolition fee</b>	
		For the demolition of any building or structure, the fee shall be:	
		1. 0 to less than 100,000 cu. ft.	\$ 50.00
		2. 100,000 cu. ft. and over	\$0.50/1000 cu. ft.
	<b>F.</b>	<b>Contractor registration fee</b>	
		1. Plumbing	\$0.00/year
		2. Electrical	\$0.00/year
		3. Mechanical	\$80.00/year
		4. Building	\$80.00/year
		5. Sign	\$80.00/year
		6. Swimming pool	\$80.00/year
		7. Irrigation	\$80.00/year
	<b>G.</b>	<b>Consultant fee</b>	
		1. Plan review	Plan review fee plus the actual cost
		2. Inspection	Inspection fee plus the actual cost
<b>III.</b>		<b><u>Plumbing</u></b>	
		Permit application fee	\$15.00
		Plumbing fixture or trap, or set of fixtures on one trap (including water and drainage piping)	\$5.00 each

	Water heater	\$10.00 each
	Water treating equipment	\$10.00 each
	Boiler	\$25.00 each
	Interceptor or separator	\$25.00 each
	Sample well	\$10.00 each
	Storm inlet or area drain	\$5.00 each
	Storm sewer (per 200 linear feet)	\$15.00 each
	Roof drain	\$5.00 each
	Sanitary sewer (per 200 linear feet)	\$15.00 each
	Manhole	\$5.00 each
	Water piping	\$15.00 each
	Residential irrigation system	\$30.00 each
	Commercial irrigation system	\$50.00 each
	Backflow prevention device	\$10.00 each
	Vacuum breaker	\$2.50 each
	Water heating equipment replacement	\$30.00 each
	All other plumbing-related installations	\$5.00 each
	Homeowner plumbing permit	\$25.00
<b>IV.</b>	<b><u>Gas</u></b>	
	Permit application fee	\$ 15.00
	Gas piping system	\$15.00 each
	Fixture/gas opening	\$5.00 each
	Furnace, boiler, water heater or other heating appliance	\$5.00 each

	All other gas-related installations	\$5.00 each
	Gas test	\$20.00 each
	Temporary gas cut in	\$25.00 each
	Emergency same day gas test	\$85.00 each
<b>V.</b>	<b><u>Electrical</u></b>	
	<b>A. General electrical fees</b>	
	<b>1. Permit application fee</b>	\$15.00
	<b>2. Meter loop and service</b>	\$ 15.00 each
	<b>3. Lighting fixture or receptacle</b>	\$.50 each
	<b>4. Fixed appliances</b>	\$5.00 each
	<b>5. Temporary electric pole</b>	\$15.00 each
	<b>6. Temporary wiring</b>	\$5.00 each
	<b>7. Temporary cut in</b>	\$ 25.00 each
	<b>8. Sub-panel</b>	\$5.00 each
	<b>9. Transformer</b>	\$5.00 each
	<b>10. Generator (residential)</b>	\$35.00 each
	<b>11. Generator (commercial)</b>	\$70.00 each
	<b>12. Area lighting pole</b>	\$25.00 each
	<b>13. Underground wire installation (per 100 linear feet)</b>	\$10.00
	<b>14. Reconnect fee</b>	\$ 20.00 each
	<b>15. Sign circuit</b>	\$5.00 each
	<b>16. Special event wiring</b>	\$25.00 each
	<b>17. Emergency same day reconnect fee</b>	\$85.00 each
	<b>18. All other electrical-related installations</b>	\$15.00 each

	<b>B. Motors</b>	
	1. Less than 10 HP	\$5.00 each
	2. 10 HP to less than 100 HP	\$15.00 each
	3. 100 HP and over	\$25.00 each
	4. X-ray machines	\$10.00 each
<b>VI.</b>	<b><u>Mechanical</u></b>	
	Permit application fee	\$15.00
	Duct system	Minimum \$20.00 each, plus \$2.00 per outlet
	Clothes dryer vent	\$5.00 each
	Residential exhaust fan	\$5.00 each
	Fire damper	\$10.00 each
	Refrigeration	Minimum \$25.00 per unit plus \$3.00 per HP
	New cooling tower installation	\$100.00 each plus \$1.00 per ton
	Cooling tower replacement	\$100.00 each
	Commercial vent hood and exhaust	\$30.00 each
	Heating unit only	\$30.00 each
	Evaporator coil and drain	\$15.00 each
	Air conditioning units only	\$30.00 each
	Combined heating and air conditioning system	Minimum \$30.00 plus \$3.00 per ton

		VAV, mix boxes	\$15.00 each
		Commercial ventilating equipment or fans	\$50.00 each
		All other mechanical-related installations	\$15.00 each
<b>VII.</b>		<b><u>Infrastructure</u></b>	
	<b>A.</b>	<b>Major construction improvement and right of way permits<sup>3</sup></b>	
		<b>1. Percent of construction costs</b>	1% for first \$500,000 valuation and .75% for all valuation exceeding \$500,000

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<sup>3</sup> This subsection does not include fees for network providers, as provided by V.T.C.A., Local Government Code Ch. 284. See subsection VII.D below.

	<b>B. Plan review</b>	
	<b>1. Construction Plans</b> 0 acres to less than 6 acres  6.00 acres to less than 16 acres  16.00 acres to less than 100 acres  100 acres and greater	\$200.00-Initial review; \$100.00 1 <sup>st</sup> resubmittal; \$50.00 for each additional resubmittal  \$250.00 Initial review; \$125.00 1 <sup>st</sup> resubmittal; \$65.00 for each additional resubmittal  \$350.00 Initial review; \$175.00 1 <sup>st</sup> resubmittal; \$85.00 for each additional resubmittal  \$500.00 Initial review; \$250.00 1 <sup>st</sup> resubmittal; \$125.00 for each additional resubmittal
	<b>2. Grading Plans (area being recontoured)</b>  0 acres to less than 3 acres 3 acres to less than 15 acres 15 acres or greater	\$25.00 each \$50.00 each \$100.00 each

	<b>3. Commercial Development</b>	\$100.00 Initial submittal; \$50.00 1 <sup>st</sup> resubmittal; \$25.00 for each additional resubmittal
	<b>4. Major Landscaping</b>	\$200.00 Initial submittal; \$100.00 1 <sup>st</sup> resubmittal; \$50.00 for each additional resubmittal
	<b>5. Expedited Plan Review (plans will be reviewed in 5 days or less if the City has available staff)</b>	The applicable fee for such plan review shall be doubled
	<b>C. Variation review</b>	
	<b>1. Variation review fee</b>	\$50.00 each
	<b>D. Wireless Services Right-of-Way Fees</b>	
	<b>1. Network node right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00
	<b>2. Network nodes right-of-way permit application</b>	\$500.00 per application for up to five (5) network nodes; \$100.00 for each additional node
	<b>3. Pole right-of-way permit application</b>	\$200.00
	<b>4. Transport facility right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00
	<b>5. Resubmission Fee</b>	\$50.00

		<b>6. Monthly rate for transport facilities</b>	\$28.00 per month per network node for which backhaul is provided by the transport facility
		<b>7. Annual rate for network nodes on City service poles</b>	\$20.00 per year per service pole
		<b>8. Annual rate for network providers</b>	\$250.00 per network node in right-of-way
		<b>9. Annual rate adjustment</b>	After the first year after the effective date of this Resolution, and every year thereafter, the annual rate set forth in Subsection VII. D.6 above shall be increased by an amount equal to one-half (1/2) the annual change, if any, in the consumer price index.

<b>VIII.</b>		<b><u>Fences</u></b>	
		Fences over six feet (the first 50 linear feet)	\$25.00
		Each additional 50 linear feet or part thereof	\$10.00
<b>IX.</b>		<b><u>Pools</u></b>	
		Public/semi-public	\$500.00
		Private	\$100.00
		Self-contained spas	\$25.00
<b>X.</b>		<b><u>Signs</u></b>	
	<b>A.</b>	<b>Plan review fees</b> Plan review fees for a sign are <b><u>in addition</u></b> to a sign permit fee.	
		<b>1.</b> Master sign plan review	\$150.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>2.</b> Master sign plan amendment (modification after approval of a master sign plan) review	\$50.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>3.</b> Sign permit plan review	50% of the cost of sign permit fee; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
	<b>B.</b>	<b>Sign permit fees</b> A sign permit fee is <b><u>in addition</u></b> to all applicable plan review fees.	
		<b>1.</b> Signs 96 square feet or less	\$100.00/each

		2. Signs 97 square feet or more	\$100.00 base fee plus \$.50 each sq. ft. over 96 or fraction thereof
		3. Searchlight	\$25.00
		4. Special event signage (no fee, but permit required)	\$0.00
		5. Temporary display	\$25.00
	<b>C.</b>	<b>Re-inspection fees</b>	
		1. Site re-inspection	\$50.00 per re-inspection

<b>XI.</b>		<b><u>Fire</u></b>	
	<b>A.</b>	<b>Operational permits- unless otherwise indicated, operational permits shall be renewed annually and will be inspected annually by the fire code official</b>	
		<b>1. Section 105.6.1</b> Adult or child day care facility	\$50.00
		<b>2. Section 105.6.2</b> Carbon dioxide systems used in beverage dispensing applications (permitted and inspected every two years)	\$75.00/every 2 years
		<b>3. Section 105.6.3</b> Carnivals or fairs (per event)	\$500.00
		<b>4. Section 105.6.4</b> Compressed gases	\$50.00
		<b>5. Section 105.6.5</b> Dry cleaning (permitted and inspected every two years)	\$50.00/every 2 years
		<b>6. Section 105.6.6</b> Explosives (including, but not limited to, fireworks, pyrotechnic special effects materials, or pyrotechnic special effects) (per fireworks display event) This fee includes the cost of firefighters required to be present at a fireworks display location. Aerial firework displays sponsored by the City of Missouri City shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.	\$1,000.00
		<b>7. Section 105.6.7</b> Foster home	\$25.00
		<b>8. Section 105.6.8</b> Flammable and combustible liquids	\$50.00
		<b>9. Section 105.6.9</b> Hazardous materials	\$50.00
		<b>10. Section 105.6.10</b> Health care facility (hospitals, nursing homes, health clinics, dialysis clinics):	
		• 1-100 licensed beds	\$100.00
		• 101-150 licensed beds	\$150.00
		• Over 150 licensed beds	\$200.00

	<b>11. Section 105.6.11</b> High-piled storage (permitted and inspected every two years)	\$100.00/every 2 years
	<b>12. Section 105.6.12</b> Hot work operations (per site)	\$100.00
	<b>13. Section 105.6.13</b> Pool supply retail establishment (permitted and inspected every two years)	\$25.00/every 2 years
	<b>14. Section 105.6.14</b> Residential care facility	
	a. 3-5 licensed occupancy	\$100.00
	b. 6-16 licensed occupancy	\$150.00
	c. Over 16 licensed occupancy	\$200.00
	<b>15. Section 105.6.15</b> Rooftop heliports	\$500.00
	<b>16. Section 105.6.16</b> Temporary storage tanks (per tank)	\$50.00
	<b>17. Section 105.6.17</b> Tire-rebuilding plants	\$500.00
	<b>B. Construction permits</b>	
	<b>1. Section 105.7.1</b> Automatic fire-extinguishing systems:	
	a. Fire sprinkler system installation (first 10,000 square feet)	\$100.00
	b. Each additional 10,000 square feet	\$50.00
	c. Remove, add, or relocate 1-25 sprinkler heads	\$25.00
	d. Remove, add, or relocate over 25 sprinkler heads	\$100.00
	e. Fixed fire extinguishing systems	\$50.00
	<b>2. Section 105.7.2</b> Battery systems (liquid capacity over 50 gallons)	\$100.00
	<b>3. Section 105.7.3</b> Compressed gases	\$100.00
	<b>4. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored)	\$100.00

	<b>5. Section 105.7.5</b> Fire pumps and related equipment	\$100.00
	<b>6. Section 105.7.6</b> Flammable and combustible liquids	\$100.00
	<b>7. Section 105.7.7</b> Gates or barriers across roadways or private drives	\$25.00
	<b>8. Section 105.7.8</b> Hazardous materials	\$150.00
	<b>9. Section 105.7.9</b> Industrial ovens	\$50.00
	<b>10. Section 105.7.10</b> LP-gas	\$100.00
	<b>11. Section 105.7.11</b> Private fire hydrants (per hydrant installation)	\$25.00
	<b>12. Section 105.7.12</b> Smoke control or smoke exhaust systems	\$50.00
	<b>13. Section 105.7.13</b> Spraying or dipping	\$150.00
	<b>14. Section 105.7.14</b> Standpipe systems (per 2 connections)	\$50.00
	<b>15. Section 105.7.15</b> Temporary membrane structures and tents	\$25.00
	<b>16. Section 105.7.16</b> Underground private fire mains	\$50.00
	Single family residential automatic fire sprinklers shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.	
<b>C.</b>	<b>Re-inspection fees</b>	
	<b>1.</b> Site re-inspection	\$50.00 per re-inspection
	<b>2.</b> Subsequent re-inspections will increase by \$25.00	

<b>XII.</b>		<b><u>Food Establishment Permit Fees</u></b>	
	<b>A.</b>	<b>Health fees</b>	
		1. 1 to 4 employees	\$200.00/yr
		2. 5 to 9 employees	\$300.00/yr
		3. 10 to 25 employees	\$400.00/yr
		4. 26 to 50 employees	\$500.00/yr
		5. 51 to 100 employees	\$600.00/yr
		6. 101 or more employees	\$700.00/yr
		7. Mobile vending unit (1 inspection/year)	\$200.00/yr
		8. Day Care Centers – with kitchens (2 inspections/year)	\$100.00/yr
		9. Day Care Centers – without kitchens (2 inspections/year)	\$ 75.00/yr
		10. Nonprofit establishments of all sizes	\$ 50.00/yr
		11. Pre-opening health inspection	\$100.00
		12. Owner-initiated inspection	\$100.00
	<b>B.</b>	<b>Temporary health permit</b>	
		1. Base fee, including first day	\$55.00
		2. For each additional day of event	\$22.00
		3. Renewal fee following closure of more than 30 days; percent of annual fee plus re-inspection fee	25%
	<b>C.</b>	<b>Health re-inspection Fees</b>	
		1. First re-inspection fee	\$50.00
		2. Second re-inspection fee	\$100.00
		3. Third re-inspection fee	\$150.00
		4. Subsequent re-inspections will increase by \$50.00	

<b>XIII.</b>	<b><u>Planning Fees</u></b>	
	Zoning map amendment applications	\$450.00 plus \$25 per acre
	Specific use permit & planned development applications	\$1,200.00
	Conceptual plan applications (residential and non-residential)	\$400.00 plus \$2.00 per residential lot plus \$10.00 per acre not divided into residential lots
	Preliminary plat applications (residential and non-residential)	\$400.00 plus \$6.00 per residential lot plus \$30.00 per acre not divided into residential lots
	Final plat applications (residential and non-residential)	\$500.00 plus \$12.50 per residential lot plus \$80 per acre not divided into residential lots
	Large acreage tract plat	\$300.00
	Minor correction or amending plat	\$300.00
	Vacation of plat	\$1000.00
	Exemptions from platting	\$300.00
	Zoning Board of Adjustment (Appeals/Variance) request	\$300.00
	Discussion items- per P & Z meeting	\$600.00
	Extension of plat approval	\$250.00

	Design review fee (non-residential-architectural, site plan, landscape reviews and related inspections)	\$0.05 per square foot of the entire site with a minimum of \$500.00 and a maximum of \$1,500 per platted reserve
	Design review fee for each additional building	\$.05 per square foot of the building with a maximum of \$200 per building
	Resubmittal for design review (in conjunction with a building permit application)	\$200.00 each resubmittal
	Child-Care Home Site Approval	\$50.00
	Child-Care Center Site Approval (for existing buildings and structures only)	\$50.00
<b>XIV.</b>	<b><u>After-Hours or Timed Non-Emergency Inspection</u></b>	
	Hourly fee (2 hours minimum for after-hours inspections)	\$65.00 per hr
<b>XV.</b>	<b><u>Double Fees</u></b>	
	With respect to any permit fees enumerated above, where work is started prior to obtaining the applicable permit, the fees specified shall be doubled. Such doubled fee shall not relieve any person from fully complying with the requirements in the execution of the work nor from any other penalties prescribed in the code.	
<b>XVI.</b>	<b><u>Temporary Parking, Storage, and/or Use of a Recreational Vehicle Owned by an Out-of-Town Guest at an Occupied Residence</u></b>	
	Permit fee for a maximum period not to exceed ten (10) consecutive days. A maximum of three (3) such permits shall be issued per twelve (12) month period per occupied residence.	\$25.00 each

<b>XVII.</b>		<b><u>Residential Rental Registration</u></b>	
		Permit for Residential Rental Registration for units not exempt under Subsection 14-527 of the Code of Ordinances	\$50.00 per dwelling unit/year
		Permit for Residential Rental Registration for units exempt under Subsection 14-527 of the Code of Ordinances	\$10.00 per dwelling unit/year
<b>XVIII.</b>		<b><u>Portable Storage Unit Placement</u></b>	
		Permit for placement of portable storage unit	\$25.00 per portable storage unit
<b>XIX.</b>		<b><u>Manufactured Homes</u></b>	
		License for manufactured home parks <sup>4</sup>	\$25 per manufactured home stand
		Permit for parking manufactured homes	\$25 per manufactured home
		Replacement permit for parking manufactured homes	\$10 per permit
<b>XX.</b>		<b><u>Temporary Use Permit for the Provision of Relief Services</u></b>	
		Temporary use permit for the provision of relief services approved in accordance with Chapter 22, Article IV of the Missouri City Code	\$0
<b>XXI.</b>		<b><u>Tobacco Bar Permit</u></b>	
		Permit for the operation of a tobacco bar pursuant to Subsection 70-107(4) of the Missouri City Code	\$50.00
<b>XXII.</b>		<b><u>Recording Fees</u></b>	
		Deeds	\$11 for the first page; \$4 for subsequent pages
		Easements	\$11 for the first page; \$4 for subsequent pages
		Liens	\$11 for the first page; \$4 for subsequent pages

<sup>4</sup> The manufactured home park license fee includes the cost of a site plan review.

		Releases	\$10 for the first page; \$5 for subsequent pages
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EXHIBIT "B"

SCHEDULE OF FEES

DESCRIPTION		FEE
<b>I.</b>	<b><u>In General</u></b>	
	<b>A. Commercial change of occupancy</b>	
	1. Change of occupancy inspection	\$150.00
	2. General electric inspection	\$75.00
	3. Site inspection	\$50.00
	<b>B. Re-inspections<sup>1</sup></b>	
	1. First re-inspection	\$35.00
	2. Subsequent re-inspections will increase by \$35.00	
	<b>C. Temporary construction trailer/dumpster and/or storage container</b>	
	1. Permit fee	\$95.00 each
<b>II.</b>	<b><u>Building</u></b>	
	<b>A. Non Residential Plan-review fee</b>	

<sup>1</sup> Where there is a conflict between a general re-inspection fee and a specific re-inspection fee, the specific re-inspection fee shall apply.

	<p><b>1. When the valuation of the proposed construction exceeds \$1,000.00 and the City requires a plan to be submitted, a plan-review fee shall be paid to the City at the time of submitting plans and specifications for review. Such plan-review fee is <u>in addition</u> to the building permit fee.</b></p>	<p>1/2 of the required building permit fee for the initial review; \$0.00 for the first resubmittal<sup>2</sup>; \$75.00 per hour with a two hour minimum for each additional resubmittal</p>
	<p><b>2. Verification of previously approved plans</b></p>	<p>\$1.00 per page</p>
	<p><b>3. Flat Plan-review fee</b></p>	<p>\$100.00</p>

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<sup>2</sup> A building plan resubmittal includes, but is not limited to, a revision to a submitted plan in response to staff comments, a customer-initiated modification to a submitted plan, and any revision to a submitted plan after the issuance of a building permit directly related to such plan.

	<b>B. Non-Residential Building permit fee</b> (based on the valuation of the proposed construction)		
	<b>1. Less than \$1000.00</b>		\$ 15.71
	<b>2. \$1,000.00 to \$49,999.99</b>		\$ 15.71 for the first \$1,000.00 plus \$5.24 for each additional thousand or fraction thereof, to and including \$49,999.99
	<b>3. \$50,000.00 to \$99,999.99</b>		\$272.27 for the first \$50,000.00 plus \$4.19 for each additional thousand or fraction thereof, to and including \$99,999.99
	<b>4. \$100,000.00 to \$499,999.99</b>		\$481.71 for the first \$100,000.00 plus \$3.14 for each additional thousand or fraction thereof, to and including \$499,999.99
	<b>5. \$500,000.00 and up</b>		\$1,675.51 for the first \$500,000.00 plus \$2.09 for each additional thousand or fraction thereof
	<b>C. Residential Building Permit Fee</b>	<b>Plan Review Fee</b>	<b>Permit Fee</b>

		<b>1. Single Family Residential &amp; Duplex Building, including additions</b>		Total square feet x \$0.50
		<b>2. All other categories including Multi-family including additions</b>		Total square feet x \$0.60
		<b>3. Plan Review Fee</b>		Total square feet x \$0.20
		<b>4. Major Remodel</b>	\$30.00 Plan Review	\$75.00
		<b>5. Minor Remodel</b>	\$25.00 Plan Review	\$50.00
		<b>6. Roof/Reroof</b>		\$75.00
		<b>7. Window Installation/Replacement (&gt;5 Windows)</b>		\$50.00
		<b>8. Window Installation/Replacement (&lt;5 Windows)</b>		\$25.00
		<b>9. Siding, Façade Changes</b>		\$75.00
		<b>10. Detached Accessory Structures (Storage Shed, Porch, Carports)</b>	\$50.00 Plan Review	\$100.00
		<b>11. Patio without Roof</b>	\$25.00 Plan Review	\$50.00
		<b>12. Solar Panels</b>	\$50.00 Plan Review	\$100.00
		<b>13. Foundation Repair</b>		\$50.00
		<b>14. Driveways and/or Driveway Approach</b>	\$25.00 Plan Review	\$100.00
		<b>15. Generators</b>	\$25.00 Plan Review	\$50.00

	<b>D.</b>	<b>Moving fee</b>	
		1. For the moving of any building or structure, the fee shall be:	\$100.00
	<b>E.</b>	<b>Demolition fee</b>	
		For the demolition of any building or structure, the fee shall be:	
		1. 0 to less than 100,000 cu. ft.	\$ 50.00
		2. 100,000 cu. ft. and over	\$0.50/1000 cu. ft.
	<b>F.</b>	<b>Contractor registration fee</b>	
		1. Plumbing	\$0.00/year
		2. Electrical	\$0.00/year
		3. Mechanical	\$100.00/year
		4. Building	\$100.00/year
		5. Sign	\$100.00/year
		6. Swimming pool	\$100.00/year
		7. Irrigation	\$100.00/year
	<b>G.</b>	<b>Consultant fee</b>	
		1. Plan review	Plan review fee plus the actual cost. Please see 3 <sup>rd</sup> Party Review Attachment 1.
		2. Inspection	Inspection fee plus the actual cost Please see 3 <sup>rd</sup> Party Review Attachment 1.

<b>III.</b>	<b><u>Plumbing</u></b>	
	Permit application fee	\$30.00
	Plumbing fixture or trap, or set of fixtures on one trap (including water and drainage piping)	\$5.00 each
	Water heater	\$10.00 each
	Water treating equipment	\$10.00 each
	Boiler	\$25.00 each
	Interceptor or separator	\$25.00 each
	Sample well	\$10.00 each
	Storm inlet or area drain	\$5.00 each
	Storm sewer (per 200 linear feet)	\$15.00 each
	Roof drain	\$5.00 each
	Sanitary sewer (per 200 linear feet)	\$15.00 each
	Manhole	\$5.00 each
	Water piping	\$15.00 each
	Residential irrigation system	\$30.00 each
	Commercial irrigation system	\$50.00 each
	Backflow prevention device	\$10.00 each
	Vacuum breaker	\$2.50 each
	Water heating equipment replacement	\$30.00 each
	All other plumbing-related installations	\$5.00 each
	Homeowner plumbing permit	\$25.00
<b>IV.</b>	<b><u>Gas</u></b>	
	Permit application fee	\$30.00

		Gas piping system	\$15.00 each
		Fixture/gas opening	\$5.00 each
		Furnace, boiler, water heater or other heating appliance	\$5.00 each
		All other gas-related installations	\$5.00 each
		Gas test	\$20.00 each
		Temporary gas cut in	\$25.00 each
		Emergency same day gas test	\$85.00 each
<b>V.</b>		<b><u>Electrical</u></b>	
	<b>A.</b>	<b>General electrical fees</b>	
		<b>1. Permit application fee</b>	\$30.00
		<b>2. Meter loop and service</b>	\$ 15.00 each
		<b>3. Lighting fixture or receptacle</b>	\$.50 each
		<b>4. Fixed appliances</b>	\$5.00 each
		<b>5. Temporary electric pole</b>	\$15.00 each
		<b>6. Temporary wiring</b>	\$5.00 each
		<b>7. Temporary cut in</b>	\$ 25.00 each
		<b>8. Sub-panel</b>	\$5.00 each
		<b>9. Transformer</b>	\$5.00 each
		<b>10. Generator (residential)</b>	\$35.00 each
		<b>11. Generator (commercial)</b>	\$70.00 each
		<b>12. Area lighting pole</b>	\$25.00 each
		<b>13. Underground wire installation (per 100 linear feet)</b>	\$10.00
		<b>14. Reconnect fee</b>	\$ 20.00 each
		<b>15. Sign circuit</b>	\$5.00 each

		<b>16. Special event wiring</b>	\$25.00 each
		<b>17. Emergency same day reconnect fee</b>	\$85.00 each
		<b>18. All other electrical-related installations</b>	\$15.00 each

	<b>B. Motors</b>	
	1. Less than 10 HP	\$5.00 each
	2. 10 HP to less than 100 HP	\$15.00 each
	3. 100 HP and over	\$25.00 each
	4. X-ray machines	\$10.00 each
<b>VI.</b>	<b><u>Mechanical</u></b>	
	Permit application fee	\$30.00
	Duct system	Minimum \$30.00 each, plus \$2.00 per outlet
	Clothes dryer vent	\$5.00 each
	Residential exhaust fan	\$5.00 each
	Fire damper	\$10.00 each
	Refrigeration	Minimum \$25.00 per unit plus \$3.00 per HP
	New cooling tower installation	\$100.00 each plus \$1.00 per ton
	Cooling tower replacement	\$100.00 each
	Commercial vent hood and exhaust	\$30.00 each
	Heating unit only	\$30.00 each
	Evaporator coil and drain	\$15.00 each
	Air conditioning units only	\$30.00 each

		Combined heating and air conditioning system	Minimum \$30.00 plus \$3.00 per ton
		VAV, mix boxes	\$25.00
		Commercial ventilating equipment or fans	\$50.00 each
		All other mechanical-related installations	\$15.00 each
<b>VII.</b>		<b><u>Infrastructure</u></b>	
	<b>A.</b>	<b>Major construction improvement and right of way permits<sup>3</sup></b>	
		1. Percent of construction costs	1.5% for first \$500,000.00 valuation and 1.00% for \$500,000.00 (and above).  0.75% for valuation exceeding \$5,000,000.00; Fee charged shall not exceed \$75,000.00

<sup>3</sup> This subsection does not include fees for network providers, as provided by V.T.C.A., Local Government Code Ch. 284. See subsection VII.D below.

	<b>B. Plan review</b>	
	<p><b>1. Construction Plans</b> 0 acres to less than 6 acres</p> <p>6.00 acres to less than 16 acres</p> <p>16.00 acres to less than 100 acres</p> <p>100 acres and greater</p>	<p>\$300.00-Initial review; \$100.00 1<sup>st</sup> resubmittal; \$50.00 for each additional resubmittal</p> <p>\$350.00 Initial review; \$125.00 1<sup>st</sup> resubmittal; \$65.00 for each additional resubmittal</p> <p>\$500.00 Initial review; \$175.00 1<sup>st</sup> resubmittal; \$85.00 for each additional resubmittal</p> <p>\$700.00 Initial review; \$250.00 1<sup>st</sup> resubmittal; \$125.00 for each additional resubmittal</p>

	<b>2. Grading Plans (area being recontoured)</b>  0 acres to less than 3 acres  3 acres to less than 15 acres  15 acres or greater	\$35.00 each  \$75.00 each  \$150.00 each
	<b>3. Commercial Development</b>	\$150.00 Initial submittal; \$50.00 1 <sup>st</sup> resubmittal; \$25.00 for each additional resubmittal
	<b>4. Major Landscaping</b>	\$300.00 Initial submittal; \$100.00 1 <sup>st</sup> resubmittal; \$50.00 for each additional resubmittal
	<b>5. Expedited Plan Review (plans will be reviewed in 5 days or less if the City has available staff)</b>	See 3 <sup>rd</sup> Party Expedited Fees Attachment 1
	<b>C. Variation review</b>	
	<b>1. Variation review fee</b>	\$100.00 each
	<b>D. Wireless Services Right-of-Way Fees</b>	
	<b>1. Network node right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00

	<b>2. Network nodes right-of-way permit application</b>	\$500.00 per application for up to five (5) network nodes; \$100.00 for each additional node
	<b>3. Pole right-of-way permit application</b>	\$200.00
	<b>4. Transport facility right-of-way permit application</b>	The lesser of 1% of the valuation of the project or \$100.00
	<b>5. Resubmission Fee</b>	\$50.00
	<b>6. Monthly rate for transport facilities</b>	\$28.00 per month per network node for which backhaul is provided by the transport facility
	<b>7. Annual rate for network nodes on City service poles</b>	\$20.00 per year per service pole
	<b>8. Annual rate for network providers</b>	\$250.00 per network node in right-of-way
	<b>9. Annual rate adjustment</b>	After the first year after the effective date of this Resolution, and every year thereafter, the annual rate set forth in Subsection VII. D.6 above shall be increased by an amount equal to one-half (1/2) the annual change, if any, in the consumer price index.

	<b>E</b>	<b>Floodplain Permit</b>	
		<b>1. Floodplain permitting fees (minimum)</b>	<b>\$100.00</b>
		<b>2. Floodplain permitting fees multiple lots requiring map revision – Initial Review Fee up to 25 acres</b>	<b>\$350.00</b>
		<b>3. Floodplain permitting fees multiple lots requiring map revision - Initial Review Fee exceeding 25 acres</b>	<b>\$500.00</b>

<b>VIII.</b>		<b><u>Fences</u></b>	
		Fences over six feet (the first 50 linear feet)	\$35.00
		Each additional 50 linear feet or part thereof	\$15.00
<b>IX.</b>		<b><u>Pools</u></b>	
		Public/semi-public	\$500.00
		Private	\$125.00
		Self-contained spas	\$30.00
<b>X.</b>		<b><u>Signs</u></b>	
	<b>A.</b>	<b>Plan review fees</b> Plan review fees for a sign are <b><u>in addition</u></b> to a sign permit fee.	
		<b>1. Master sign plan review</b>	\$150.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>2. Master sign plan amendment (modification after approval of a master sign plan) review</b>	\$50.00; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
		<b>3. Sign permit plan review</b>	50% of the cost of sign permit fee; \$0.00 for the first resubmittal; \$30.00 for each additional resubmittal
	<b>B.</b>	<b>Sign permit fees</b> A sign permit fee is <b><u>in addition</u></b> to all applicable plan review fees.	
		<b>1. Signs 96 square feet or less</b>	\$150.00/each

		2. Signs 97 square feet or more	\$100.00 base fee plus \$.75 each sq. ft. over 96 or fraction thereof
		3. Searchlight	\$25.00
		4. Special event signage (no fee, but permit required)	\$0.00
		5. Temporary display	\$25.00
	<b>C.</b>	<b>Re-inspection fees</b>	
		1. Site re-inspection	\$50.00 per re-inspection

<b>XI.</b>		<b><u>Fire</u></b>		
	<b>A.</b>	<b>Operational permits- unless otherwise indicated, operational permits shall be renewed annually and will be inspected annually by the fire code official</b>		
		<b>1. Section 105.6.1</b> Adult or child day care facility		\$150.00
		<b>2. Section 105.6.2</b> Carbon dioxide systems used in beverage dispensing applications		\$125.00
		<b>3. Section 105.6.3</b> Carnivals or fairs (per event)		\$150.00
		<b>4. Section 105.6.4</b> Compressed gases		\$150.00
		<b>5. Section 105.6.5</b> Dry cleaning		\$200.00
		<b>6. Section 105.6.6</b> Explosives (including, but not limited to, fireworks, pyrotechnic special effects materials, or pyrotechnic special effects) (per fireworks display event) This fee includes the cost of firefighters required to be present at a fireworks display location. Aerial firework displays sponsored by the City of Missouri City shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.		\$500.00
		<b>7. Section 105.6.7</b> Foster home		\$100.00
		<b>8. Section 105.6.8</b> Flammable and combustible liquids		\$125.00
		<b>9. Section 105.6.9</b> Hazardous materials		\$200.00
		<b>10. Section 105.6.10</b> Health care facility (hospitals, nursing homes, health clinics, dialysis clinics):		
		• 1-100 licensed beds		\$150.00
		• 101-150 licensed beds		\$200.00

		• Over 150 licensed beds		\$250.00
		<b>11. Section 105.6.11</b> High-piled storage		\$200.00
		<b>12. Section 105.6.12</b> Hot work operations (per site)		\$125.00
		<b>13. Section 105.6.13</b> Pool supply retail establishment		\$150.00
		<b>14. Section 105.6.14</b> Residential care facility		
		a. 3-5 licensed occupancy		\$125.00
		b. 6-16 licensed occupancy		\$150.00
		c. Over 16 licensed occupancy		\$200.00
		<b>15. Section 105.6.15</b> Rooftop heliports		\$175.00
		<b>16. Section 105.6.16</b> Temporary storage tanks (per tank)		\$125.00
		<b>17. Section 105.6.17</b> Tire-rebuilding plants		\$150.00
		<b>18.</b> Operational permit fee for Assembly's		\$80.00
		<b>19.</b> Operational permit for Annual Fire and Life Safety inspections		\$80.00
	<b>B.</b>	<b>Construction permits</b>	<b>Plan Review Fee</b>	<b>Permit Fee</b>
		<b>1. Section 105.7.1</b> Automatic fire-extinguishing systems:		
		a. Fire sprinkler system installation (first 10,000 square feet)	\$100.00	\$150.00
		b. Each additional 10,000 square feet	\$50.00	\$50.00
		c. Remove, add, or relocate 1-25 sprinkler heads	\$25.00	\$100.00
		d. Remove, add, or relocate over 25 sprinkler heads	\$100.00	\$100.00
		e. Fixed fire extinguishing systems	\$50.00	\$60.00
		<b>2. Section 105.7.2</b> Battery systems (liquid capacity over 50 gallons)	\$50.00	\$100.00
		<b>3. Section 105.7.3</b> Compressed gases	\$75.00	\$100.00

	<b>4a. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) 1 <sup>st</sup> 20,000 s.f.	\$75.00	\$100.00
	<b>4b. Section 105.7.4</b> Fire alarm and detection systems and related equipment (automatic, manual, and/or monitored) per additional 20,000 s.f.	\$50.00	\$50.00
	<b>5. Section 105.7.5</b> Fire pumps and related equipment	\$25.00	\$100.00
	<b>6. Section 105.7.6</b> Flammable and combustible liquids	\$75.00	\$100.00
	<b>7. Section 105.7.7</b> Gates or barriers across roadways or private drives	\$25.00	\$50.00
	<b>8. Section 105.7.8</b> Hazardous materials	\$150.00	\$200.00
	<b>9. Section 105.7.9</b> Industrial ovens	\$50.00	\$50.00
	<b>10. Section 105.7.10</b> LP-gas	\$50.00	\$100.00
	<b>11. Section 105.7.11</b> Private fire hydrants (per hydrant installation)	\$25.00	\$50.00
	<b>12. Section 105.7.12</b> Smoke control or smoke exhaust systems	\$50.00	\$50.00
	<b>13. Section 105.7.13</b> Spraying or dipping	\$50.00	\$150.00
	<b>14. Section 105.7.14</b> Standpipe systems (per 2 connections)	\$50.00	\$100.00
	<b>15. Section 105.7.15</b> Temporary membrane structures and tents	\$50.00	\$100.00
	<b>16. Section 105.7.16</b> Underground private fire mains	\$50.00	\$150.00
	Single family residential automatic fire sprinklers shall be exempt from payment of the listed permit fees, but shall obtain a permit and have the required plan review and inspections.		
	<b>C. Re-inspection fees</b>		
	1. Site re-inspection		\$100.00 per re-inspection
	2. Subsequent re-inspections will increase by \$50.00		
	<b>D. Plan Review Fees</b>		
	1. Fire - building review fee		\$175.00
	2. Plan Review- 2nd review after rejections		\$130.00
	3. Plan Review- 3rd review after rejections		\$85.00

<b>XII.</b>		<b><u>Food Establishment Permit Fees</u></b>	
	<b>A.</b>	<b>Health fees</b>	
		1. Day Care Centers – with kitchens (2 inspections/year)	\$150.00/yr
		2. Day Care Centers – without kitchens (2 inspections/year)	\$100.00/yr
		3. Group Residence (Institution)	\$150.00
		4. Nonprofit establishments of all sizes	\$100.00/yr
		5. Pre-opening health inspection	\$150.00
		6. Owner-initiated inspection	\$150.00
		7. Small Establishment under 1,000 sq. ft.	\$200.00
		8. Medium Establishment 1,001 sq. ft. - 10,000 sq. ft.	\$500.00
		9. Large Establishment above 10,000 sq. ft.	\$700.00
		10. Mobile vending unit (1 year permit, routine inspections)	\$200.00
	<b>B.</b>	<b>Temporary health permit</b>	
		1. Base fee, including first day	\$55.00
		2. For each additional day of event	\$22.00
		3. Renewal fee following closure of more than 30 days; percent of annual fee plus re-inspection fee	25%
	<b>C.</b>	<b>Health re-inspection Fees</b>	
		1. First re-inspection fee	\$50.00
		2. Second re-inspection fee	\$100.00
		3. Third re-inspection fee	\$150.00
		4. Subsequent re-inspections will increase by \$50.00	

<b>XIII.</b>	<b><u>Planning Fees</u></b>	
	Zoning map amendment applications	\$450.00 plus \$25.00 per acre
	Specific use permit & planned development applications	\$1,200.00
	Conceptual plan applications (residential and non-residential)	\$400.00 plus \$2.00 per residential lot plus \$10.00 per acre not divided into residential lots
	Preliminary plat applications (residential and non-residential)	\$400.00 plus \$6.00 per residential lot plus \$30.00 per acre not divided into residential lots
	Final plat applications (residential and non-residential)	\$500.00 plus \$12.50 per residential lot plus \$80.00 per acre not divided into residential lots
	Large acreage tract plat	\$300.00
	Minor correction or amending plat	\$300.00
	Vacation of plat	\$1000.00
	Exemptions from platting	\$300.00
	Zoning Board of Adjustment (Appeals/Variance) request	\$500.00
	Discussion items- per P & Z meeting	\$600.00
	Extension of plat approval	\$250.00

	Design review fee (non-residential-architectural, site plan, landscape reviews and related inspections)	\$0.05 per square foot of the entire site with a minimum of \$500.00 and a maximum of \$1,500.00 per platted reserve
	Design review fee for each additional building	\$.05 per square foot of the building with a maximum of \$200.00 per building
	Resubmittal for design review (in conjunction with a building permit application)	\$200.00 each resubmittal
	Child-Care Home Site Approval	\$50.00
	Child-Care Center Site Approval (for existing buildings and structures only)	\$50.00
	Initial Meeting (Free of Charge); Subsequent Pre-Development Meetings Fee:	\$100.00
<b>XIV.</b>	<b><u>After-Hours or Timed Non-Emergency Inspection</u></b>	
	Hourly fee (2 hours minimum for after-hours inspections)	\$75.00 per hr
<b>XV.</b>	<b><u>Double Fees</u></b>	
	With respect to any permit fees enumerated above, where work is started prior to obtaining the applicable permit, the fees specified shall be doubled. Such doubled fee shall not relieve any person from fully complying with the requirements in the execution of the work nor from any other penalties prescribed in the code.	
<b>XVI.</b>	<b><u>Temporary Parking, Storage, and/or Use of a Recreational Vehicle Owned by an Out-of-Town Guest at an Occupied Residence</u></b>	

		Permit fee for a maximum period not to exceed ten (10) consecutive days. A maximum of three (3) such permits shall be issued per twelve (12) month period per occupied residence.	\$35.00 each
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<b>XVII.</b>		<b><u>Residential Rental Registration</u></b>	
		Permit for Residential Rental Registration for units not exempt under Subsection 14-527 of the Code of Ordinances	\$50.00 per dwelling unit/year
		Permit for Residential Rental Registration for units exempt under Subsection 14-527 of the Code of Ordinances	\$15.00 per dwelling unit/year
<b>XVIII.</b>		<b><u>Portable Storage Unit Placement</u></b>	
		Permit for placement of portable storage unit	\$25.00 per portable storage unit
<b>XIX.</b>		<b><u>Manufactured Homes</u></b>	
		License for manufactured home parks <sup>4</sup>	\$25.00 per manufactured home stand
		Permit for parking manufactured homes	\$25.00 per manufactured home
		Replacement permit for parking manufactured homes	\$10.00 per permit
<b>XX.</b>		<b><u>Temporary Use Permit for the Provision of Relief Services</u></b>	
		Temporary use permit for the provision of relief services approved in accordance with Chapter 22, Article IV of the Missouri City Code	\$50.00
<b>XXI.</b>		<b><u>Tobacco Bar Permit</u></b>	
		Permit for the operation of a tobacco bar pursuant to Subsection 70-107(4) of the Missouri City Code	\$50.00
<b>XXII.</b>		<b><u>Recording Fees</u></b>	
		Deeds	\$11.00 for the first page; \$4.00 for subsequent pages
		Easements	\$11.00 for the first page; \$4.00 for subsequent pages
		Liens	\$11.00 for the first page; \$4.00 for subsequent pages

<sup>4</sup> The manufactured home park license fee includes the cost of a site plan review.

		Releases	\$10.00 for the first page; \$5.00 for subsequent pages
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# ATTACHMENT 1

## Appendix A

### City of Missouri City

#### Third Party Commercial Plan Review Services

Third-party Review Consultant will provide as-needed Building Plan Review Services for compliance with applicable state and federal laws, and the current version of the Missouri City, Texas, Code of Ordinances, Building Code (Chapter 14, Article II). Consultant will provide all necessary support staff to fulfill the requirements of this scope of agreement. Such services will be provided for a fee, as detailed below:

<b>I. Scope of Services: Plan Review Services- Standard Building Code Reviews (10 Days)</b>
<i>A. International Residential Code 2015 Edition</i>
<i>B. International Building Code 2015 Edition</i>
<i>C. International Plumbing Code 2015 Edition</i>
<i>D. International Mechanical Code 2015 Edition</i>
<i>E. International Fuel Gas Code 2015 Edition</i>
<i>F. International Energy (IECC) Code 2015 Edition</i>
<i>G. National Electrical Code 2014 Edition</i>
<b>Review Details:</b>
<ol style="list-style-type: none"><li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li><li>2. Reviews will be completed within ten (10) business days</li><li>3. A Plan Review Report will be provided to the City of Missouri City staff <i>*10 days does not include quality pre-check.</i></li></ol>
<b>Documents provided by the applicant/owner:</b>
<ul style="list-style-type: none"><li>• Construction Documents</li><li>• City Permit Application</li></ul>
<b>Compensation:</b>
<b>Fees for services described in Section I.</b>
<ol style="list-style-type: none"><li>1. Seventy percent (70%) of the sum of the plan review fee</li></ol>

<b>II. Scope of Services: Plan Review Services- Expedited Building Code Reviews (5 Business Days)</b>
<i>A. International Residential Code 2015 Edition</i>
<i>B. International Building Code 2015 Edition</i>
<i>C. International Plumbing Code 2015 Edition</i>
<i>D. International Mechanical Code 2015 Edition</i>
<i>E. International Fuel Gas Code 2015 Edition</i>

F. *International Energy (IECC) Code 2015 Edition*

G. *National Electrical Code 2014 Edition*

**Review Details:**

1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City
2. Reviews will be completed within five (5) business days
3. A Plan Review Report will be provided to the City of Missouri City staff  
*\*Five (5) business days does not include quality pre-check.*

**Documents provided by the applicant/owner:**

- Construction Documents
- City Permit Application

**Compensation:**

**Fees for services described in Section II.**

1. Seventy percent (70%) of the sum of the plan review fee + expedited plan review fee collected by the City

**III. Scope of Services: Plan Review Services- Planning Standard Plan Reviews (10 Business Days)**

A. *Use regulations*

B. *Height and area regulations*

C. *Building regulations*

D. *Architectural standards*

E. *Trash disposal regulations*

F. *Outside placement, storage, sales, and services regulations*

G. *Landscaping regulations*

H. *Fencing regulations*

*Note: Review and compliance of Planned Development Districts (PDs) and Specific Use Permits (SUPs) are included. Consultant will review assigned drawings and documents for compliance with the City's Architectural Design Standards.*

**Review Details:**

1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City
2. Reviews will be completed within ten (10) business days
3. A Plan Review Report will be provided to the City of Missouri City staff  
*\*Ten (10) business days does not include quality pre-check.*

<p><b>Documents provided by the applicant/owner:</b></p> <ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• City Permit Application</li> </ul>
<p><b>Compensation:</b>  <b>Fees for services described in Section III.</b></p> <ol style="list-style-type: none"> <li>1. Eighty percent (80%) of the design review fee collected by the City</li> <li>2. Fee includes two re-submittal reviews</li> </ol>

<p><b>IV. Scope of Services: Plan Review Services- Planning Expedited Plan Reviews (5 Business Days)</b></p>
<p><i>A. Use regulations</i></p>
<p><i>B. Height and area regulations</i></p>
<p><i>C. Building regulations</i></p>
<p><i>D. Architectural standards</i></p>
<p><i>E. Trash disposal regulations</i></p>
<p><i>F. Outside placement, storage, sales, and services regulations</i></p>
<p><i>G. Landscaping regulations</i></p>
<p><i>H. Fencing regulations</i></p>
<p><i>Note: Review and compliance of Planned Development Districts (PDDs) and Specific Use Permits (SUPs) are included. Consultant will review assigned drawings and documents for compliance with the City's Architectural Design Standards.</i></p>
<p><b>Review Details:</b></p> <ol style="list-style-type: none"> <li>1. Plan submittals: emailed PDF files or plans will be picked-up within 24 hours of being notified by the City</li> <li>2. Reviews will be completed within five (5) business days</li> <li>3. A Plan Review Report will be provided to the City of Missouri City Staff  <i>*Five (5) business days does not include quality pre-check.</i></li> </ol>
<p><b>Documents provided by the applicant/owner:</b></p> <ul style="list-style-type: none"> <li>• Construction Documents</li> <li>• City Permit Application</li> </ul>
<p><b>Compensation:</b>  <b>Fees for services described in Section IV.</b></p> <ol style="list-style-type: none"> <li>1. Eighty percent (80%) of the sum of the design review fee + expedited plan review fee collected by the City. (Customer pays the total multiplied by 2)</li> </ol>

**Inspection Services:**

<b>Large Project Building Inspection Fees</b>	
<b>Inspection Type</b>	<b>Fee</b>
General Fee for Large Projects Inspection Service will provide all building related inspections from the beginning of the project till the completion	65% of the Permit Fee
Negotiated Fee: As building projects vary in complexity and scope a fee for large project building inspections can be negotiated.	All projects will be assessed individually and the fee will have to be agreed upon by both parties.

Consultant will provide International Fire Code (IFC) inspection services on residential and commercial building projects for structures in which permits have been issued by the City of Missouri City on an as-needed basis. Such services will be provided for a fee as detailed below:

Consultant will provide inspection services on residential and commercial building projects (building, plumbing, electrical, final site, and mechanical HVAC) for structures in which permits have been issued by the City of Missouri City as included in fee schedule. Inspection services will be conducted under the City’s and all other federal, state and local laws, rules, regulations, directives, codes and ordinances for Building Inspections, Zoning and Infrastructure services. Any supplemental or additional inspection services will be provided for a fee as detailed below:

<b>Inspection Fees</b>
\$45.00 Per Inspection

### Fire Code Reviews & Other Services:

Third-party Fire-Code Review Consultants will serve as a fire protection commercial plans reviewer to the City of Missouri City. When requested, expedited plan review will be completed and returned with all documentation, analysis, conclusions, or any other associated work product to the City permit office within ten (10) business days after receipt of the applicable plans, and regular reviews will be completed and returned within fifteen (15) business days after the date of receipt. Such plan review will be performed in compliance the 2015 edition of the International Fire Code (“IFC”), as adopted by Section 38-31 and amended by Section 38-32 of Article II of Chapter 38 of the Missouri City Code. Such services will be provided for a fee as detailed in the table below.

<b>Fire Code Review</b>		
<b>Review type</b>	<b>Regular Review (15 Days)</b>	<b>Expedite Fee (10 days)</b>
<b>Fire Code Review (interior and site exclusive of individual fire extinguishing and detection systems described below)</b>		\$200.00 minimum fee or 10% of the plan review fee whichever is greater (includes one (1) resubmittal). Each subsequent resubmittal will be charged 50% of the original fee.
<b>IFC subsection 105.7.1 Automatic Fire-Extinguishing Systems</b>		
Fire Sprinkler system installation (first 10,000 square feet)	\$150.00	\$150.00
For each additional 10,000 square feet	\$50.00	\$75.00
Remove, add, or relocate 1-25 sprinkler heads	\$50.00	\$75.00
Remove, add, or relocate over 25 sprinkler heads	\$100.00	\$150.00
Specialty Systems including dry systems, foam systems, or antifreeze systems reviews will be in addition to the fees above. Specialty Extinguishing	\$100.00	\$150.00
<b>IFC Subsection 105.7.4 Fire Alarm &amp; Detection Systems</b>		
Fire Alarm Systems Installation (first 20,000 square feet)	\$75.00	\$100.00
Each additional 20,000 square feet	\$50.00	\$75.00
IFC Subsection 105.7.5 Fire Pumps & Related equipment	\$100.00	\$150.00

IFC Subsection 105.7.12 Smoke Control or Smoke Exhaust	\$75.00	\$100.00
IFC Subsection 105.7.14 Standpipe Systems	\$100.00	\$100.00
IFC Subsection 105.7.16 Underground Private Fire Mains	\$100.00	\$150.00
IFC Section 503 Fire Apparatus Access Roads	\$100.00	\$150.00
IFC Section 505 Premises Identification	\$20.00	\$25.00
IFC Section 506 Key Boxes	\$20.00	\$25.00
IFC Section 507 Fire Protection Water Supplies	\$75.00	\$150.00
IFC Section 604 Emergency and Standby Power Systems	\$50.00	\$100.00
IFC Section 606 Mechanical Refrigeration	\$800.00	\$1,500.00
IFC Section 607 Elevator Operation, Maintenance and Fire Service Keys	\$50.00	\$100.00
IFC Section 608 Stationary Storage Battery Systems	\$100.00	\$150.00
IFC Section 609 Commercial Kitchen Hoods	\$50.00	\$50.00
IFC Section 610 Commercial Kitchen Cooking Oil Storage	\$50.00	\$50.00
IFC Chapter 8 Interior Finish, Decorative Materials and Furnishing	\$175.00	\$250.00
IFC Chapter 9 Fire Protection Systems	\$50.00	\$75.00
IFC Section 906 Portable Fire Extinguishers	\$75.00	\$150.00
IFC Chapter 20 Aviation Facilities	\$800.00	\$1,500.00
IFC Chapter 21 Dry Cleaning	\$250.00	\$350.00
IFC Chapter 22 Combustible Dust-Producing Operations	\$250.00	\$350.00
IFC Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages	\$200.00	\$300.00
IFC Chapter 24 Flammable Finishes	\$250.00	\$350.00
IFC Chapter 28 Lumber Yards and Agro-industrial, Solid Biomass and Woodworking Facilities	\$300.00	\$500.00
IFC Chapter 32 High-Piled Combustible Storage	\$600.00	\$750.00
IFC Chapter 50 Hazardous Materials - General Provisions	\$750.00	\$1,000.00
IFC Chapter 61 Liquefied Petroleum Gases	\$250.00	\$350.00
Transport/Courier to and from, per set of plans	Actual Cost	Actual Cost

<b>Fire Inspection Services</b>	
<b>Inspection Type</b>	<b>Fee</b>
<b>Standard Inspections</b> will be provided an inspector as needed on Fridays with 72 hr. notice.	\$75.00/hr. with a \$300.00 minimum.
<b>Overtime Inspections</b> require a 96-hour notice and cannot be guaranteed, but every reasonable effort to provide an inspector when requested.	\$125.00/hr. with a \$375.00 minimum

**Fire Inspection Services:**

Consultant will provide International Fire Code (IFC) inspection services on residential and commercial building projects for structures in which permits have been issued by the City of Missouri City. Such services will be provided for a fee as detailed below:

**Additional Services:**

Consultant will provide staff as needed to assist the City of Missouri City for additional plan review tasks not specifically listed in the above listed services for an hourly rate as detailed in the chart below:

<b>Additional Scope Hourly Rates</b>	
<b>Building Official</b>	\$105.00
<b>Principal Planner</b>	\$105.00
<b>Senior Engineer</b>	\$250.00
<b>Fire Marshal</b>	\$150.00



**CITY COUNCIL  
AGENDA ITEM COVER MEMO**

**May 4, 2020**

**To:** Mayor and City Council  
**Agenda Item:** 11(b) Amend User Fee Resolution R-20-10 to extend effective date to June 1, 2020.  
**Submitted by:** TaBorah Goffney, Animal Services Manager

**SYNOPSIS**

Mayor Yolanda Ford signed City Order No. O-20-01, a “Proclamation Declaring a Local Disaster, which states “Missouri City has determined that extraordinary measures must be taken to contain COVID-19 and prevent its spread” throughout the community.

Due to closure and limited access to some City facilities and operational suspensions/restrictions to City programs and services, administrative staff has successfully continued the development review and approval process both remotely and virtually. The Mayoral declaration addresses the decision stating that such declaration “measures may include closing certain venues, the cancellation of certain events and, pursuant to Chapter 122 of the Texas Health and Safety Code, the quarantine of individuals and the compelling of individuals to undergo certain health measures that prevent or control the spread of the disease.” In efforts to allow for more advance notice and time for public awareness of the new development fees, staff is requesting a 30-day extension of the effective date of Resolution 20-10 until June 1, 2020. Staff will take additional measures to assure that the public is notified of the new effective date.

**STRATEGIC PLAN 2019 GOALS ADDRESSED**

- Maintain a financially sound City

**BACKGROUND**

The new development schedule of fees was considered and adopted by City Council on March 16, 2020 in response to and in conformance with the recently amended Section 214.907, Local government Code as added by House Bill 852 and signed into effect immediately on May 21, 2019.

Further, the City Code of Ordinances establishes that fees and charges under the various articles shall be established by a resolution of the City Council. The effective date of the new fees was originally set to be effective on May 1, 2020, while Missouri City is still under the aforementioned declaration and order.

**SUPPORTING MATERIALS**

1. Proposed amended Resolution
2. Exhibit A (Old fees)
3. Exhibit B (New schedule of fees)

**STAFF’S RECOMMENDATION**

**Recommended Action:**

Staff recommends that Council approve an extension of the fee schedule effective date to June 1, 2020, due to COVID-19 related impacts.

**Director Approval:**

**Shashi Kumar, Director of Public**

**Assistant City Manager  
Approval:**

**Glen Martel, Assistant City Manager**

**RESOLUTION NO. R-20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, ADOPTING A SCHEDULE OF FEES PERTAINING TO THE REGULATION, REGISTRATION, IMPOUNDMENT AND HANDLING OF ANIMALS BY THE CITY OF MISSOURI CITY, TEXAS; AND PROVIDING FOR REPEAL.**

\* \* \* \* \*

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

Section 1. That from May 5, 2020, through May 31, 2020, the regulation, registration, impoundment and handling of animals by the City of Missouri City, Texas, shall be accompanied by fees associated therewith in the amounts specified in the Schedule of Fees, attached hereto as Exhibit "A" and made a part hereof.

Section 2. That on June 1, 2020, the regulation, registration, impoundment and handling of animals by the City of Missouri City, Texas, shall be accompanied by fees associated therewith in the amounts specified in the Schedule of Fees, attached hereto as Exhibit "B" and made a part hereof.

Section 3. That the officers and employees of the City are hereby authorized and directed to execute such instruments and take such actions as are consistent with the provisions of this Resolution.

Section 4. *Repeal.* Resolution No. R-20-11, adopted on March 16, 2020, is hereby repealed. Additionally, all other resolutions or parts of resolutions, if any, in conflict herewith, shall be and are expressly repealed to the extent of such conflict.

Section 5. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution 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 part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. *Effective Date.* This Resolution is effective immediately.

PASSED, APPROVED and ADOPTED this 4th day of May, 2020.

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

ATTEST:

APPROVED AS TO FORM:

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

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

EXHIBIT "A"

SCHEDULE OF FEES FOR THE REGULATION, REGISTRATION,  
IMPOUNDMENT AND HANDLING OF ANIMALS

<b>Impoundment Fees (includes first day of boarding)</b>				
<b>Class of Animal</b>	<b>Number of Impoundments</b>			
	1st	2nd	3 <sup>rd</sup> and 4 <sup>th</sup>	5 <sup>th</sup> and above
Class A—dog or cat	\$25.00	\$35.00	\$50.00	\$100.00
Class B—small livestock	\$30.00	\$45.00	\$60.00	\$120.00
Class C—large livestock	\$40.00	\$55.00	\$70.00	\$140.00
Class D-1—wild animal unconfined	\$40.00	\$55.00	\$70.00	\$140.00
Class D-2—wild animal confined	\$25.00	\$35.00	\$50.00	\$100.00

<b>Daily Boarding Fees</b>	
<b>Class of Animal</b>	<b>Amount of Fee</b>
Class A—dog or cat	\$7.50
Class B—small livestock	\$7.50
Class C—large livestock	\$10.00
Class D-1—wild animal unconfined	\$10.00
Class D-2—wild animal confined	\$10.00

<b>Annual City Registration Fees</b>	
Sterilized Animal	\$10.00
Non-sterilized Animal	\$20.00
Transfer of Ownership	\$0.00
Dog Trained and Used for Hearing or Vision Impaired	\$0.00
Dog Trained and Used by a Law Enforcement Agency	\$0.00
Dog Declared Dangerous by the City	\$50.00

<b>Adoption Fees*</b>	
Dogs	\$85.00 per animal
Cats	\$70.00 per animal

Daily Quarantine Fee	\$7.50
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\* The Director of Public Works may, from time to time, lower adoption fees for dogs and cats provided that:

- (1) such fees are the fees required at an adoption event at which the maximum fees allowed are lower than the fees prescribed by this Resolution; or
- (2) the Director of Public Works determines that an "adoption sale" is necessary to promote adoption, reduce the euthanasia rate, and avoid overcrowding in the Missouri City animal shelter.

## EXHIBIT B

### SCHEDULE OF FEES FOR THE REGULATION, REGISTRATION, IMPOUNDMENT AND HANDLING OF ANIMALS

<b>Impoundment Fees (Includes first day of boarding)</b>				
<b>Class of Animal</b>	<b>Number of Impoundments</b>			
	1st	2nd	3rd & 4th	5th & Above
Class A - Canine/ Feline	\$25.00	\$35.00	\$50.00	\$100.00
Class B- Small Livestock	\$30.00	\$45.00	\$60.00	\$120.00
Class C- Large Livestock	\$40.00	\$55.00	\$70.00	\$140.00
Class D-1- Wild animal unconfined	\$40.00	\$55.00	\$70.00	\$140.00
Class D-2- Wild animal confined	\$25.00	\$35.00	\$50.00	\$100.00

<b>Daily Boarding Fees</b>	
<b>Class of Animal</b>	<b>Amount of Fees</b>
Class A- Canine/Feline	\$12.50
Class B- Small Livestock	\$12.00
Class C- Large Livestock	\$15.00
Class D-1- Wild animal unconfined	\$15.00
Class D-2- Wild animal confined	\$15.00

<b>Annual City Registration Fees</b>	
Sterilized Animal	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$25.00
<i>Microchipped Animal</i>	\$5.00
<i>Non-Microchipped Animal</i>	\$10.00
Non-Sterilized Animal	
<i>Registration with Microchipping 1<sup>st</sup> Year</i>	\$35.00
<i>Microchipped Animal</i>	\$15.00
<i>Non-Microchipped Animal</i>	\$20.00
Transfer of Ownership	\$0.00
Hearing/Vision Impaired Trained Animal	\$0.00
Law Enforcement Trained Animal	\$0.00
Dog Declared Dangerous by City	\$100.00

<b>Adoption Fees*</b>	
Canines	\$110.0 Per Animal
Felines	\$90.00 Per Animal
Microchipping Fee	\$20.00

<b>Daily Quarantine Fee</b>	
Canines	\$12.00
Felines	\$12.00

\*The Director of Public Works may, from time to time, lower adoption fees for dogs and cats provided that:

1. Such fees are the fees required at an adoption event at which the maximum fees allowed are lower than the fees prescribed by this resolution; or
2. The Director of Public Works determines that an "adoption sale" is necessary to promote adoption, reduce the euthanasia rate, and avoid overcrowding in the Missouri City animal shelter



**Council Agenda Item  
May 4, 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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