

YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

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



CHERYL STERLING
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, May 18, 2020**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd 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.

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 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>.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

- (a) Proclaim the week of May 3-9, 2020, as "Public Service Recognition Week" in the City of Missouri City, Texas.
- (b) Proclaim the week of May 17-23, 2020, as "National Public Works 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) Mid-year budget review.

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 May 4, 2020, and the special City Council meetings of May 8, 2020, May 12, 2020, and May 13, 2020.
- (b) Consider an ordinance amending 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 ordinance on the second and final reading. 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.
- (c) Consider 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 second and final reading.
- (d) Consider 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 second and final reading.

7. PUBLIC HEARINGS AND RELATED ACTIONS

- (a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*
- (b) **Public Hearings and related**
 - (1) Public hearing to receive comments for or against the amendment of the project and financing plan for Tax Increment Reinvestment Zone Number Three, City of Missouri City, Texas; and consider a related ordinance on the first of two readings.

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

9. AUTHORIZATIONS

- (a) Consider authorizing the execution of a contract for the Waterfall Drive Reconstruction Project.
- (b) Consider authorizing the execution of a materials testing contract for the Waterfall Drive Reconstruction Project.
- (c) Consider authorizing the execution of a contract for mosquito spraying services.
- (d) Consider authorizing the negotiation and execution of a contract for the construction and installation of permanent signage at three (3) city parks.

10. ORDINANCES

- (a) Consider an ordinance disannexing 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; and consider the ordinance on the first of two readings. 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.
- (b) Consider an ordinance authorizing the mayor to execute and the city secretary to attest, respectively, the development agreement between the City of Missouri City and Sienna 325, L.P. for the development of property 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 for residential uses; and consider the ordinance on the first of two readings.
- (c) Consider an ordinance adding Chapter 17, Arts in Public Places Program, to the Missouri City Code; providing a penalty; and consider the ordinance on the first of two readings.
- (d) Consider an ordinance amending the general budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and consider the ordinance on the first and final reading.

11. RESOLUTIONS – *There are no Resolutions on this agenda.*

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

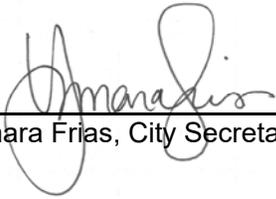
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

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 18, 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 May 14, 2020, at 4:00 p.m.



Yomara Frias, City Secretary Department



**Council Agenda Item
May 18, 2020**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

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5. STAFF REPORTS

- (a) Mid-year budget review
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Fiscal Year 2020 Mid-Year Budget Review as of March 31, 2020

OVERVIEW

Budget Status Reports are provided to City Council on a monthly basis. The Mid-Year Budget Review is intended to provide an assessment of the City's current budget condition based on actual performance during the first six months of fiscal year 2020 and provide a forecast for year-end taking into consideration actual performance, trends and other known information such as economic conditions. The document provides a review of revenue and expenditures by fund in comparison to the FY 2020 Revised Budget.

Based on the analysis of revenues and expenditures across the organization, budget revisions maybe recommended to:

1. Align existing revenue estimates and expenditure budgets with the most current information;
2. Implement a number of technical and net-zero adjustments between revenue categories and expenditure appropriations;
3. Reallocate funding among appropriations based on updated needs;
4. Account for new or adjustments to grants, reimbursements, or fees; and
5. Fund new capital projects.

MID-YEAR BUDGET REVIEW

GENERAL FUND

Revenue

The total General Fund revenue collections as of the six-month period ending March 31, 2020 is \$42.1 million or 76.2% of the revised budget. General Fund revenues are projected to be under budget by -2.3% due to the impact of COVID-19. A brief explanation of each funding source is reflected below the revenue chart.

General Fund Revenue Budget

Revenue Type	Revised Budget	Actual as of 3/31/2020	% of Budget	Forecast	Under/(Over) Budget	
40 - PROP.TAX/ASSESSMENTS	\$ (32,944,648)	\$ (31,710,832)	96.3%	\$ (32,022,019)	\$ 922,629	-2.8%
41 - SALES & OTHER TAXES	(9,437,800)	(3,635,804)	38.5%	(9,213,945)	223,855	-2.4%
42 - FRANCHISE REVENUE	(3,961,000)	(1,070,551)	27.0%	(3,961,000)	-	0.0%
43 - LICENSES AND PERMITS	(2,786,737)	(2,094,487)	75.2%	(2,968,793)	(182,056)	6.5%
44 - FINES/FEES & FORFEITURES	(872,100)	(305,339)	35.0%	(592,865)	279,235	-32.0%
45 - CHARGES FOR SERVICES	(414,900)	(200,141)	48.2%	(197,112)	217,788	-52.5%
46 - INTERGOV REV/GRANTS	(2,413,279)	(1,383,921)	57.3%	(2,429,321)	(16,041)	0.7%
47 - INVESTMENT EARNINGS	(195,902)	(205,866)	105.1%	(321,996)	(126,094)	64.4%
48 - OTHER SOURCES/DONATIONS	(478,750)	(408,899)	85.4%	(515,638)	(36,888)	7.7%
49 - TRANSFERS FROM & ADM	(1,736,057)	(1,053,492)	60.7%	(1,736,057)	-	0.0%
Total	\$ (55,241,174)	\$ (42,069,331)	76.2%	\$ (53,958,745)	\$ 1,282,429	-2.3%

Property Tax/Assessments - Actual collections of property taxes total \$31.7 million or 96.3% of the revised budget. Due to the uncertainty of the economy, it is assumed that a small portion of the remaining balance of

property taxes will be collected by year-end leaving a reduction in revenue of -\$923 thousand or -2.8% compared to the revised budget.

Sales & Other Taxes - Consist of sales tax, incentive agreements (rebates) and mixed beverage sales. Actual collections total \$3.6 million or 38.5% of the revised budget and represent 4 months of collections from October 2019 through January 2020. We are projecting a -2.4% decrease in sales tax revenue compared to the revised budget due to the impact of COVID-19. This projection is based on information provided by our Sales Tax Economist and uses the baseline information provided for the fiscal year.

Franchise Revenue - Actual collections total \$1.1 million for the six-month period ending March 31, 2020 and represent collections for first quarter FY 2020. Franchise fee revenue is received approximately 45 days after the end of the quarter. We do not anticipate any changes in the revised budgeted amount.

Licenses & Permits - Actual collections total \$2.1 million or 75.2% of the revised budget as of March 31, 2020. Building permits, design review fees, plumbing permits and animal impound fees are all on target to exceed the revised budget amounts. The forecast assumes an overall increase in revenue of 6.5% of the revised budget. The forecast takes into consideration increase in fees effective June 1, 2020 as approved by City Council.

Fines/Fees & Forfeitures – Consist primarily of forfeitures, warrants, child safety fees, some court fees, and arrest fees. Actual collections total \$305 thousand for the six-month period ending March 31, 2020. This amount represents 35.0% of the revised budget. Collections from arrest fees, fines & forfeitures and child safety fees are significantly under budget. The forecast reflects a -32.0% reduction in collections compared to the revised budget as a result of COVID-19. This assumes a continued reduction in arrest fees, fines & forfeitures and child safety fees as residents are asked to stay home.

Charges for Services - Consist of fees from the recreation center, facilities rentals, special events, and animal adoptions. Actual collections total \$200 thousand or 48.2% of the revised budget for the six-month period ending March 31, 2020. The forecast reflects a -\$197 thousand or -52.5% reduction in revenue collections due to COVID-19. Revenue for the Recreation Center is projected to decrease due to:

- COVID-19 spacing and capacity guidelines and may not return to “normal” operational capacity for an extended period of time. If the Recreation Center current phased reopening proposal is accepted, the center may be able to generate some revenue through new membership sales.
- Athletic League fees will depend on third party leagues deciding to move forward with summer/early fall leagues, practices or tournaments.
- Special Events are unlikely to generate any revenue for the remainder of FY 2020. The 4th of July event is still to be determined, and there are no other large special events scheduled before the end of fiscal year 2020 that would likely generate revenue if they are able to be held at all.
- At the moment, the Center is losing revenue for Facility Rentals due to the high number of cancellations from March-June 2020. Any potential for revenue will be based on the lifting of guidelines and availability of facilities.

Expenditures

The General Fund expenditures (including transfers to other funds and encumbrances) total \$28.0 million or 51.1% of the revised budget for the six-month period ending March 31, 2020. Expenditures in the General Fund are projected to be under budget by - 6.7%.

General Fund Expenditures Budget

Expenditure Type	Actual as of			Forecast	Under/(Over) Budget	
	Revised Budget	3/31/2020*	% of Budget			
51 - PERSONNEL COSTS	\$ 35,216,802	\$ 15,604,919	44.3%	\$ 32,099,163	\$ 3,117,640	-8.9%
52 - SUPPLIES & MATERIALS	2,767,187	1,504,037	54.4%	2,585,363	181,824	-6.6%
53 - PROF/CONTRACT SERVICES	6,512,386	3,266,423	50.2%	6,458,957	53,429	-0.8%
54 - REPAIR & MAINTENANCE	1,169,033	821,248	70.3%	1,169,033	-	0.0%
55 - UTILITIES	2,091,846	901,555	43.1%	2,091,846	-	0.0%
56 - OTHER EXPENDITURES	1,979,195	886,734	44.8%	1,758,288	220,908	-11.2%
58 - CAPITAL OUTLAY	92,970	82,920	89.2%	92,970	-	0.0%
59 - TRANSFERS TO FUNDS	4,953,319	4,953,319	100.0%	4,873,646	79,673	-1.6%
Expense Total	\$ 54,782,739	\$ 28,021,156	51.1%	\$ 51,129,266	\$ 3,653,474	-6.7%

*Includes encumbrances

Personnel Costs - Expenditures for the six-month period ending March 31, 2020 total \$15.6 million or 44.3% of the revised budget and include 13 regular payrolls and the one-time salary adjustments paid to employees in November 2019. Personnel costs continue to be under budget due to vacancies. The forecast for personnel costs is \$32.1 million or \$3.1 million under the revised budget. The forecast assumes that staffing will remain at the same level with the same number of vacancies; and compensated leave and unemployment compensation will be at last year's level of \$126,300 and \$11,000 respectively. The projection does not include costs for summer part-time employment.

Supplies & Materials – Expenditures including encumbrances, total \$1.5 million or 54.4% of the revised budget for the six-month period ending March 31, 2020. The forecast reflects a -6.6% of -\$182 thousand reduction in spending for oil, fuel & lubricants and supplies for the remainder of the fiscal year.

Professional/Contract Services – Expenditures including encumbrances, total \$3.3 million or 50.2% of the revised budget for the six-month period ending March 31, 2020. The forecast reflects a slight decrease of -.8% in spending mainly in printing and publications.

Repair & Maintenance – Expenditures including encumbrances, total \$821 thousand or 70.3% of the revised budget. Based on trends, the forecast reflects the actual expenditures to equal the revised budget.

Utilities – Expenditures, including encumbrances, total \$901 thousand or 43.1% of the revised budget. The forecast reflects projected expenditures to equal the revised budget.

Other Expenditures - Expenditures including encumbrances, total \$887 thousand or 44.8% of the revised budget. The forecast reflects a -11.2% reduction in spending due to a reduction in training and travel due to COVID-19 precautionary measures; and a reduction in spending for recreational activities and other miscellaneous expenses due to the impact of COVID-19.

Transfers to Funds - Actual transfers total \$4.9 million and represent transfers to the Replacement Funds for equipment & fleet and to the TIRZs for property tax assessments. The reduction of -1.6% is due to a projected “true-up” for property tax assessments collected in the General Fund and transferred to the TIRZ funds.

SPECIAL FUNDS

POLICE SEIZURE/FORFEITURE FUND

Revenue

The Police Seizure/Forfeiture revenue consists primarily of seizure revenue from the State. Actual collections as of March 31, 2020 total \$7,066 or 19.4%. In April 2020, the city received approximately \$11,000 in revenue. The forecast reflects the revenue to meet or exceed the budget due to an increase in investment earnings the first two quarters of the fiscal year.

Expenditures

Expenditures including encumbrances, total \$37,920 or 6.1% of the budget as of total March 31, 2020. These funds are used by the Police Department to purchase firearms and equipment not funded in the General Fund budget. The forecast shows that expenditures will meet budget.

205 - POLICE SEIZURE/FORFEITURE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
46 - INTERGOV REV/GRANTS	\$ (36,380)	\$ (7,066)	19.4%	\$ (36,380)	\$ - 0.0%
47 - INVESTMENT EARNINGS	(7,738)	(9,807)	126.7%	(14,711)	(6,973) 90.1%
48 - OTHER SOURCES/DONATN	-	-	0.0%	-	- 0.0%
Revenue Total	\$ (44,118)	\$ (16,873)	38.2%	\$ (51,091)	\$ (6,973) 15.8%
Expense					
52 - SUPPLIES & MATERIALS	\$ 161,000	\$ 17,460	10.8%	\$ 161,000	\$ - 0.0%
53 - PROF/CONTRACT SERVICES	20,000	-	0.0%	20,000	- 0.0%
55 - UTILITIES	-	-	0.0%	-	- 0.0%
56 - OTHER EXPENDITURES	50,000	1,060	2.1%	50,000	- 0.0%
58 - CAPITAL OUTLAY	389,000	19,400	5.0%	389,000	- 0.0%
Expense Total	\$ 620,000	\$ 37,920	6.1%	\$ 620,000	\$ - 0.0%

*Includes encumbrances

RADIO COMMUNICATION SYSTEM FUND

Revenue

The Radio Communication System Fund actual revenue as of March 31, 2020 total \$177,376 or 70.4% of the budget. Revenue consists of radio license fees, radio usage fees and tower rental. The forecast reflects that revenue will exceed budget due to interest earned in the first two quarters of the fiscal year.

Expenditures

Expenditures including encumbrances, total \$139,358 for the six-month period ending March 31, 2020. The majority of the expenditures are personnel costs, service & repair agreements and utilities. The transfer to funds represents a transfer to the General Fund to cover administrative/operating costs. The forecast reflects expenditures to meet budget.

220 - RADIO COMM SYSTEM FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
43 - LICENSES AND PERMITS	\$ (14,064)	\$ (7,335)	52.2%	\$ (14,064)	\$ - 0.0%
46 - INTERGOV REV/GRANTS	(55,848)	(30,154)	54.0%	(55,848)	- 0.0%
47 - INVESTMENT EARNINGS	(2,034)	(2,357)	115.9%	(3,536)	(1,501) 73.8%
48 - OTHER SOURCES/DONATN	(180,000)	(137,531)	76.4%	(180,000)	- 0.0%
Revenue Total	\$ (251,946)	\$ (177,376)	70.4%	\$ (253,448)	\$ (1,501) 0.6%
Expense					
51 - PERSONNEL COSTS	\$ 102,095	\$ 46,111	45.2%	\$ 102,095	\$ - 0.0%
52 - SUPPLIES & MATERIALS	6,830	3,780	55.3%	6,830	- 0.0%
53 - PROF/CONTRACT SERVICES	52,000	47,511	91.4%	52,000	- 0.0%
55 - UTILITIES	20,895	20,520	98.2%	20,895	- 0.0%
56 - OTHER EXPENDITURES	4,551	1,429	31.4%	4,551	- 0.0%
59 - TRANSFERS TO FUNDS	40,011	20,006	50.0%	40,011	- 0.0%
Expense Total	\$ 226,382	\$ 139,358	61.6%	\$ 226,382	\$ - 0.0%

*Includes encumbrances

MUNICIPAL COURT FUNDS (SECURITY, TECHNOLOGY, JUVENILE & JURY FUNDS)

Revenue

Actual collections from the Court Funds total \$32,741 or 37.6% for the six-month period ending March 31, 2020. Although the Municipal Court closed during the State's "Stay Home" period, the City moved to conducting court online. Collections for the Municipal Court funds are projected to meet budget.

Expenditures

Expenditures including encumbrances total \$30,676 as of March 31, 2020 and consist mainly of personnel costs and contractual services. Transfers to Funds consist of a \$20,000 transfer to the General Fund to cover administrative costs. The forecast reflects expenditures to meet budget.

Municipal Court Funds (221, 222, 223 & 225)

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
44 - FINES/FEES & FORFEIT	\$ (82,000)	\$ (29,747)	36.3%	\$ (82,000)	\$ - 0.0%
47 - INVESTMENT EARNINGS	(5,112)	(2,994)	58.6%	(5,112)	- 0.0%
Revenue Total	\$ (87,112)	\$ (32,741)	37.6%	\$ (87,112)	\$ - 0.0%
Expense					
51 - PERSONNEL COSTS	\$ 16,326	\$ 10,624	65.1%	\$ 16,326	\$ - 0.0%
52 - SUPPLIES & MATERIALS	6,820	-	0.0%	6,820	- 0.0%
53 - PROF/CONTRACT SERVICES	40,000	16,719	41.8%	40,000	- 0.0%
56 - OTHER EXPENDITURES	5,250	-	0.0%	5,250	- 0.0%
59 - TRANSFERS TO FUNDS	20,000	3,333	16.7%	20,000	- 0.0%
Expense Total	\$ 88,396	\$ 30,676	34.7%	\$ 88,396	\$ - 0.0%

*Includes encumbrances

PUBLIC, EDUCATIONAL & GOVERNMENT (PEG)/MISSOURI CITY TELEVISION

Revenue

Revenue collections total \$45,633 or 29.2% of the budget. Revenue consists of fees collected from cable TV subscribers. The forecast shows a slight increase in revenue due to an increase in interest income based on the earnings from the first 2 quarters in fiscal year 2020.

Expenditures

Expenditures including encumbrances, total \$14,073 or 6.2% for the six-month period ending March 31, 2020. The budget will be used to fund the Council Chambers upgrade, which includes updating the audio-visual, seating, and aesthetics in the Council Chambers and the foyer. The funding will also be used to complete Phase II of the MCTV van upgrade and to add closed-captions to MCTV. The forecast reflects expenditures to meet budget.

224 - PEG/MCTV FACILITY & EQUIP FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
42 - FRANCHISE REVENUE	\$ (150,000)	\$ (38,900)	25.9%	\$ (150,000)	\$ - 0.0%
47 - INVESTMENT EARNINGS	(6,091)	(6,734)	110.6%	(8,931)	(2,840) 46.6%
Revenue Total	\$ (156,091)	\$ (45,633)	29.2%	\$ (158,931)	\$ (2,840) 1.8%
Expense					
52 - SUPPLIES & MATERIALS	\$ 156,518	\$ 5,452	3.5%	\$ 156,518	\$ - 0.0%
53 - PROF/CONTRACT SERVICES	71,541	8,622	12.1%	71,541	- 0.0%
Expense Total	\$ 228,059	\$ 14,073	6.2%	\$ 228,059	\$ - 0.0%

*Includes encumbrances

PUBLIC SAFETY GRANTS

Revenue

The revenue budget includes projected funds from a Bullet Proof Vests grant and the Urban Areas Security Initiative (UASI) program. As of March 31, 2020, the City had not yet received any reimbursements from these grants.

Expenditures

As of March 31, 2020, the City had a \$349,733 encumbrance for machinery & equipment that will be funded with revenue received from the UASI grant. The forecast for expenditures reflects an overall decrease of \$42 thousand or -8.5%.

230 - PUBLIC SAFETY GRANTS

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
46 - INTERGOV REV/GRANTS	\$ (211,733)	\$ -	0.0%	\$ (211,733)	\$ - 0.0%
Revenue Total	\$ (211,733)	\$ -	0.0%	\$ (211,733)	\$ - 0.0%
Expense					
52 - SUPPLIES & MATERIALS	\$ 11,662	\$ -	0.0%	\$ 11,662	\$ - 0.0%
58 - CAPITAL OUTLAY	499,733	349,733	70.0%	457,404	(42,329) -8.5%
Expense Total	\$ 511,395	\$ 349,733	68.4%	\$ 469,066	\$ (42,329) -8.3%

*Includes encumbrances

DONATIONS FUND

Revenue

Actual revenue total \$42,469 or 50.4% of the budget as of March 31, 2020. Donations are expected to meet budget.

Expenditures

Expenditures including encumbrances, for the six-month period ending March 31, 2020 total \$11,236 or 9.5% of the budget. Based on current trends, expenditures are projected to be -42.7% under budget.

231 - DONATIONS FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (3,819)	\$ (1,952)	51.1%	\$ (3,819)	\$ - 0.0%
48 - OTHER SOURCES/DONATIONS	(80,500)	(40,517)	50.3%	(80,500)	- 0.0%
Revenue Total	\$ (84,319)	\$ (42,469)	50.4%	\$ (84,319)	\$ - 0.0%
Expense					
53 - PROF/CONTRACT SERVICES	\$ 17,340	\$ -	0.0%	\$ 17,340	\$ - 0.0%
56 - OTHER EXPENDITURES	100,700	11,236	11.2%	50,350	50,350 -50.0%
Expense Total	\$ 118,040	\$ 11,236	9.5%	\$ 67,690	\$ 50,350 -42.7%

*Includes encumbrances

COMMUNITY DEVELOPMENT BLOCK GRANT

Revenue

Actual revenue total \$75,069 or 9.8% of the budget for the six-month period ending March 31, 2020. Transfers From consists of \$13,201 from the General Fund to cover 20% of salary & benefits as required by the grant. Revenue is expected to meet budget.

Expenditures

Expenditures including encumbrances for the six-month period ending March 31, 2020 total \$139,548 or 18.9% of the budget. Personnel costs include the salary & benefits for 13 periods and 2 FTE. Expenditures are projected to be in-line with budget.

240 - CDBG FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
46 - INTERGOV REV/GRANTS	\$ (752,879)	\$ (61,868)	8.2%	\$ (752,879)	\$ - 0.0%
49 - TRANSFERS FROM & ADM	(13,201)	(13,201)	100.0%	(13,201)	- 0.0%
Revenue Total	\$ (766,080)	\$ (75,069)	9.8%	\$ (766,080)	\$ - 0.0%
Expense					
51 - PERSONNEL COSTS	\$ 119,510	\$ 60,812	50.9%	\$ 119,510	\$ - 0.0%
53 - PROF/CONTRACT SERVICES	611,955	78,633	12.8%	611,955	- 0.0%
56 - OTHER EXPENDITURES	5,300	104	2.0%	5,300	- 0.0%
Expense Total	\$ 736,765	\$ 139,548	18.9%	\$ 736,765	\$ - 0.0%

*Includes encumbrances

HOTEL OCCUPANCY TAX FUND

Revenue

Actual revenue collections as of March 31, 2020 total \$47,522 or 18.9% of the budget. The revenue is projected to decrease by -30% compared to budget due to the impact of COVID-19. Hotels have experienced low occupancy during the last few months. The forecast assumes an overall reduction of -29.8% in revenue collections compared to budget.

Expenditures

Expenditures including encumbrances for the six-month period ending March 31, 2020 total \$88,344 or 33.7% of the budget. The forecast assumes an overall reduction of -25.7% in expenditures compared to budget.

255 - HOTEL OCCUPANCY TAX FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
41 - SALES & OTHER TAXES	\$ (240,000)	\$ (42,106)	17.5%	\$ (168,000)	\$ 72,000	-30.0%
47 - INVESTMENT EARNINGS	(10,959)	(5,416)	49.4%	(8,219)	2,740	-25.0%
Revenue Total	\$ (250,959)	\$ (47,522)	18.9%	\$ (176,219)	\$ 74,740	-29.8%
Expense						
51 - PERSONNEL COSTS	\$ 92,939	\$ 41,376	44.5%	\$ 92,939	\$ -	0.0%
52 - SUPPLIES & MATERIALS	26,600	4,175	15.7%	13,300	13,300	-50.0%
53 - PROF/CONTRACT SERVICES	73,600	2,497	3.4%	36,800	36,800	-50.0%
56 - OTHER EXPENDITURES	68,711	40,295	58.6%	51,533	17,178	-25.0%
Expense Total	\$ 261,850	\$ 88,344	33.7%	\$ 194,572	\$ 67,278	-25.7%

*Includes encumbrances

MISSOURI CITY DEVELOPMENT AUTHORITY FUND

Revenue

Actual revenue total \$104,159 or 9.5% of the budget for the six-month period ending March 31, 2020. The revenue budget includes a \$1,000,000 transfer from the Metro Fund to cover costs associated with an Economic Development Agreement. The \$100,000 is a transfer from the TIRZs and PIDs to cover administrative costs. The forecast assumes a slight increase compared to the budget due to interest income exceeding the budget for the first two quarters of the fiscal year.

Expenditures

Expenditures total \$100,000 and represent a transfer to the General Fund to cover administrative costs. The forecast assumes that expenditures will meet budget.

260 - MC DEVELOPMENT AUTHORITY FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ (169)	\$ (4,159)	2454.0%	\$ (4,284)	\$ (4,115)	2428.0%
49 - TRANSFERS FROM & ADM	(1,100,000)	(100,000)	9.1%	(1,100,000)	-	0.0%
Revenue Total	\$ (1,100,169)	\$ (104,159)	9.5%	\$ (1,104,284)	\$ (4,115)	0.4%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 1,000,000	\$ -	0.0%	\$ 1,000,000	\$ -	0.0%
59 - TRANSFERS TO FUNDS	100,000	100,000	100.0%	100,000	-	0.0%
Expense Total	\$ 1,100,000	\$ 100,000	9.1%	\$ 1,100,000	\$ -	0.0%

*Includes encumbrances

TAX INVESTMENT REINVESTMENT ZONE ONE

Revenue

Actual revenue as of March 31, 2020 total \$1,225,721 or 102.1% of the budget. Revenue consists of property tax receipts from Fort Bend County and a transfer of property taxes collected in the General Fund and Debt Service Fund. Revenue is forecasted to exceed the budget by .7% due to actual collections of property taxes from Fort Bend County, which exceeded the projections. The -2.8% reduction in transfers is due to a projected “true-up” for property tax assessments collected in the General Fund & Debt Service Fund transferred to the TIRZ fund. The reduction assumes that collections for property taxes will be -2.8% under budget.

Expenditures

Expenditures for the six-month period ending March 31, 2020 total \$89,231 or 6.1% of the budget. Expenditures are forecasted to meet budget.

261 - TIRZ#1 FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP.TAX/ASSESSMENTS	\$ (350,000)	\$ (382,157)	109.2%	\$ (382,157)	\$ (32,157)	9.2%
47 - INVESTMENT EARNINGS	(21,045)	(14,066)	66.8%	(21,045)	-	0.0%
49 - TRANSFERS FROM & ADM	(829,498)	(829,498)	100.0%	(806,272)	23,226	-2.8%
Revenue Total	\$ (1,200,543)	\$ (1,225,721)	102.1%	\$ (1,209,474)	\$ (8,931)	0.7%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 10,000	\$ -	0.0%	\$ 10,000	\$ -	0.0%
57 - DEBT EXPENDITURES	442,012	35,631	8.1%	442,012	-	0.0%
58 - CAPITAL OUTLAY	450,000	-	0.0%	450,000	-	0.0%
59 - TRANSFERS TO FUNDS	553,600	53,600	9.7%	553,600	-	0.0%
Expense Total	\$ 1,455,612	\$ 89,231	6.1%	\$ 1,455,612	\$ -	0.0%

*Includes encumbrances

TAX INVESTMENT REINVESTMENT ZONE TWO

Revenue

Actual revenue as of March 31, 2020 total \$2,879,827 or 85.3% of the budget. Revenue consists of property taxes from Fort Bend County and a transfer of property taxes collected in the General Fund and Debt Service Fund. Due to an overpayment in FY 2019, the property tax budget for Fort Bend County is overstated. The estimate was based on revenue received prior to the discovered and repaid overpayment. The -2.8% reduction in transfers is due to a projected “true-up” for property tax assessments collected in the General Fund and transferred to the TIRZ fund. The reduction assumes that collections for property tax assessment will be -2.8% under budget.

Expenditures

Expenditures for the six-month period ending March 31, 2020 total \$159,351 or 4.7% of the budget. Expenditures are forecasted to be under budget by -63.6%. Fort Bend County was reimbursed approximately \$589,000 for the Vicksburg Project. The remaining development agreement to be reimbursed is Perry Homes, an agreed upon procedures report is yet to be completed.

262 - TIRZ#2 FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP. TAX/ASSESSMENTS	\$ (1,233,544)	\$ (769,201)	62.4%	\$ (800,000)	\$ 433,544	-35.1%
47 - INVESTMENT EARNINGS	(150,000)	(117,430)	78.3%	(150,000)	-	0.0%
49 - TRANSFERS FROM & ADM	(1,993,196)	(1,993,196)	100.0%	(1,937,387)	55,809	-2.8%
Revenue Total	\$ (3,376,740)	\$ (2,879,827)	85.3%	\$ (2,887,387)	\$ 489,353	-14.5%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 15,000	\$ -	0.0%	\$ 15,000	\$ -	0.0%
57 - DEBT EXPENDITURES	531,731	65,491	12.3%	531,731	-	0.0%
58 - CAPITAL OUTLAY	2,736,149	-	0.0%	589,000	(2,147,149)	-78.5%
59 - TRANSFERS TO FUNDS	93,860	93,860	100.0%	93,860	-	0.0%
Expense Total	\$ 3,376,740	\$ 159,351	4.7%	\$ 1,229,591	\$ (2,147,149)	-63.6%

*Includes encumbrances

PUBLIC IMPROVEMENT DISTRICT TWO

Revenue

Actual revenue as of March 31, 2020 total \$725,459 or 101.5% of the budget. Revenue consists of assessments on property within the district. Revenue is forecasted to exceed the budget by 2.0% due to \$28,628.93 in contributed capital developers' revenue.

Expenditures

Expenditures for the six-month period ending March 31, 2020 total \$167,559 or 23.9% of the budget. Expenditures are forecasted to meet budget.

263 - PID#2 FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP. TAX/ASSESSMENTS	\$ (694,226)	\$ (691,778)	99.6%	\$ (694,226)	\$ -	0.0%
47 - INVESTMENT EARNINGS	(20,538)	(5,053)	24.6%	(6,207)	14,331	-69.8%
48 - OTHER SOURCES/DONATN	-	(28,629)	0.0%	(28,629)	(28,629)	0.0%
Revenue Total	\$ (714,764)	\$ (725,459)	101.5%	\$ (729,061)	\$ (14,298)	2.0%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 272,278	\$ 196	0.1%	\$ 272,278	\$ -	0.0%
57 - DEBT EXPENDITURES	396,275	133,763	33.8%	396,275	-	0.0%
59 - TRANSFERS TO FUNDS	33,600	33,600	100.0%	33,600	-	0.0%
Expense Total	\$ 702,153	\$ 167,559	23.9%	\$ 702,153	\$ -	0.0%

*Includes encumbrances

TAX INVESTMENT REINVESTMENT ZONE THREE

Revenue

Actual revenue as of March 31, 2020 total \$2,463,297 or 89.5% of the budget. Revenue consists of property taxes from Fort Bend County and a transfer in of property taxes collected in the General Fund. The -2.8% reduction in transfers is due to a projected “true-up” for property taxes collected in the General Fund and transferred to the TIRZ fund. The reduction also accounts for the termination of HCCS’s participation. The reduction assumes that collections for property taxes will be -15.0% under budget.

Expenditures

Expenditures for the six-month period ending March 31, 2020 total \$408,772 or 19.8% of the budget. Expenditures are projected to be less than budget due to the termination of HCCS’s participation. HCCS will be reimbursed \$350,424 and will no longer contribute increments or receive reimbursements.

265 - TIRZ#3 FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP.TAX/ASSESSMENTS	\$ (1,647,578)	\$ (1,387,327)	84.2%	\$ (1,400,000)	\$ 247,578	-15.0%
47 - INVESTMENT EARNINGS	(85,000)	(54,969)	64.7%	(63,750)	21,250	-25.0%
49 - TRANSFERS FROM & ADM	(1,021,001)	(1,021,001)	100.0%	(992,413)	28,588	-2.8%
Revenue Total	\$ (2,753,579)	\$ (2,463,297)	89.5%	\$ (2,456,163)	\$ 297,416	-10.8%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 7,500	\$ (3,767)	-50.2%	\$ 7,500	\$ -	0.0%
57 - DEBT EXPENDITURES	1,013,713	318,939	31.5%	1,013,713	-	0.0%
58 - CAPITAL OUTLAY	947,115	-	0.0%	350,425	(596,690)	-63.0%
59 - TRANSFERS TO FUNDS	93,600	93,600	100.0%	93,600	-	0.0%
Expense Total	\$ 2,061,928	\$ 408,772	19.8%	\$ 1,465,238	\$ (596,690)	-28.9%

*Includes encumbrances

PUBLIC IMPROVEMENT DISTRICT FOUR

Revenue

Actual revenue as of March 31, 2020 total \$396,669 or 99.1% of the budget. Revenue consists of assessments on property within the district and interest income. Revenue is projected to meet budget.

Expenditures

Expenditures for the six-month period ending March 31, 2020 total \$131,926 or 33.0% of the budget. Expenditures are forecasted to meet budget.

266 - PID#4 FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP.TAX/ASSESSMENTS	\$ (395,700)	\$ (392,464)	99.2%	\$ (395,700)	\$ -	0.0%
47 - INVESTMENT EARNINGS	(4,467)	(4,205)	94.1%	(4,467)	-	0.0%
Revenue Total	\$ (400,167)	\$ (396,669)	99.1%	\$ (400,167)	\$ -	0.0%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 19,000	\$ 104	0.5%	\$ 19,000	\$ -	0.0%
57 - DEBT EXPENDITURES	347,194	98,222	28.3%	347,194	-	0.0%
59 - TRANSFERS TO FUNDS	33,600	33,600	100.0%	33,600	-	0.0%
Expense Total	\$ 399,794	\$ 131,926	33.0%	\$ 399,794	\$ -	0.0%

*Includes encumbrances

PARKLAND ZONES (ALL)

Revenue

Actual revenue total \$210,813 for the six-month period ending March 31, 2020 and consist of Park Land Dedication revenue of \$187,500 for Park Zone 10 and interest income.

Expenditures

Expenditures total \$518,398 as of the six-month period ending March 31, 2020. Expenditures are projected to meet budget.

Funds 272-283 - Parkland Zones

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ (16,450)	\$ (23,213)	141.1%	\$ (30,316)	\$ (13,866)	84.3%
48 - OTHER SOURCES/DONATN	-	(187,600)	0.0%	(187,600)	(187,600)	0.0%
Revenue Total	\$ (16,450)	\$ (210,813)	1281.5%	\$ (217,916)	\$ (201,466)	1224.7%
Expense						
53 - PROF/CONTRACT SERVICES	\$ 20,000	\$ -	0.0%	\$ 20,000	\$ -	0.0%
58 - CAPITAL OUTLAY	1,843,167	518,398	28.1%	1,843,167	-	0.0%
Expense Total	\$ 1,863,167	\$ 518,398	27.8%	\$ 1,863,167	\$ -	0.0%

*Includes encumbrances

DEBT SERVICE

Revenue

Actual collections as of March 31, 2020 total \$11,225,715 or 96.0% of the budget and consist of the debt service portion of the property tax assessment and interest income. Due to the uncertainty of the economy, it is assumed that a small portion of the remaining balance of property taxes will be collected by year-end leaving a reduction in revenue of -\$ 324 thousand or -2.8% compared to the revised budget.

Expenditures

Expenditures total \$3,441,442 or 30.1% of the budget and consist primarily of debt service payments and a transfer to TIRZ #1 to pay debt service. Expenditures are expected to meet budget.

301 - DEBT SERVICE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
40 - PROP.TAX/ASSESSMENTS	\$ (11,561,116)	\$ (11,135,485)	96.3%	\$ (11,237,405)	\$ 323,711	-2.8%
47 - INVESTMENT EARNINGS	(137,131)	(90,229)	65.8%	(137,131)	-	0.0%
Revenue Total	\$ (11,698,247)	\$ (11,225,715)	96.0%	\$ (11,374,536)	\$ 323,711	-2.8%
Expense						
53 - PROF/CONTRACT SERVIC	\$ 2,030	\$ -	0.0%	\$ 2,030	\$ -	0.0%
57 - DEBT EXPENDITURES	10,443,444	2,443,223	23.4%	10,443,444	-	0.0%
59 - TRANSFERS TO FUNDS	998,219	998,219	100.0%	998,219	-	0.0%
Expense Total	\$ 11,443,693	\$ 3,441,442	30.1%	\$ 11,443,693	\$ -	0.0%

*Includes encumbrances

CAPITAL PROJECT FUNDS

Revenue

Overall, revenues for Capital Project Funds are expected to exceed budget due to receipt of bond proceeds. However, METRO Tax and interest income are expected to decrease compared to the budget as a result of COVID-19.

Expenditures

Expenditures including encumbrances are expected to be on target with the budget unless Management makes a decision to delay projects to preserve funding as a result of the impact of COVID-19.

Budget Amendment Recommendation:

- Increase revenue budget in 411-48806-01-001 – 2019 GO/FR by \$4,435,000 for Bond GO Refund.
- Increase revenue budget in 411-48810-01-001 – 2019 GO/FR by \$1,509,141 for Bond Premium.
- Increase expense budget in 411-57300-10-411 – 2019 GO/FR by \$5,171,681 for payment to refund escrow.

401 - METRO PROJECT FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
41 - SALES & OTHER TAXES	\$ (3,645,957)	\$ (1,517,194)	41.6%	\$ (3,558,454)	\$ 87,503	-2.4%
47 - INVESTMENT EARNINGS	(52,894)	(71,455)	135.1%	(71,455)	(18,561)	35.1%
49 - TRANSFERS FROM & ADM	(350,000)	-	0.0%	(350,000)	-	0.0%
Revenue Total	\$ (4,048,851)	\$ (1,588,648)	39.2%	\$ (3,979,909)	\$ 68,942	-1.7%
Expense						
52 - SUPPLIES & MATERIALS	\$ 16,820	\$ 6,548	38.9%	\$ 16,820	\$ -	0.0%
53 - PROF/CONTRACT SERVIC	4,429,919	1,917,013	43.3%	4,429,919	-	0.0%
54 - REPAIR & MAINTENANCE	708,807	650,000	91.7%	708,807	-	0.0%
58 - CAPITAL OUTLAY	133,240	45,076	33.8%	133,240	-	0.0%
59 - TRANSFERS TO FUNDS	1,800,000	400,000	22.2%	1,800,000	-	0.0%
Expense Total	\$ 7,088,787	\$ 3,018,637	42.6%	\$ 7,088,787	\$ -	0.0%

*Includes encumbrances

402 - GENERAL GOV'T PROJECT FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ (10)	\$ (323)	3295.5%	\$ (389)	\$ (379)	3867.6%
Revenue Total	\$ (10)	\$ (323)	3295.5%	\$ (389)	\$ (379)	3867.6%
Expense						
52 - SUPPLIES & MATERIALS	\$ 20	\$ -	0.0%	\$ 20	\$ -	0.0%
53 - PROF/CONTRACT SERVIC	19,960	19,960	100.0%	19,960	-	0.0%
Expense Total	\$ 19,980	\$ 19,960	99.9%	\$ 19,980	\$ -	0.0%

*Includes encumbrances

403 - TRANSPORT/DRAIN PROJECT FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (195,902)	\$ (93,776)	47.9%	\$ (117,165)	\$ 78,737 -40.2%
49 - TRANSFERS FROM & ADM	(150,000)	-	0.0%	(150,000)	- 0.0%
Revenue Total	\$ (345,902)	\$ (93,776)	47.9%	\$ (267,165)	\$ 78,737 -22.8%
Expense					
54 - REPAIR & MAINTENANCE	\$ 200,000	\$ 139,600	69.8%	\$ 200,000	\$ - 0.0%
58 - CAPITAL OUTLAY	9,669,689	2,466,475	25.5%	9,669,689	- 0.0%
Expense Total	\$ 9,869,689	\$ 2,606,075	26.4%	\$ 9,869,689	\$ - 0.0%

*Includes encumbrances

404 - FACILITY/PUBLIC SAFETY PJS

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (58,771)	\$ (6,903)	11.7%	\$ (8,249)	\$ 50,522 -86.0%
48 - OTHER SOURCES/DONATN	(1,500,000)	-	0.0%	(1,500,000)	- 0.0%
Revenue Total	\$ (1,558,771)	\$ (6,903)	0.4%	\$ (1,508,249)	\$ 50,522 -3.2%
Expense					
54 - REPAIR & MAINTENANCE	\$ 76,238	\$ -	0.0%	\$ 76,238	\$ - 0.0%
58 - CAPITAL OUTLAY	1,288,791	943,832	73.2%	1,288,791	- 0.0%
Expense Total	\$ 1,365,029	\$ 943,832	69.1%	\$ 1,365,029	\$ - 0.0%

*Includes encumbrances

405 - PARKS PROJECT FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (3,306)	\$ (2,622)	79.3%	\$ (3,306)	\$ - 0.0%
48 - OTHER SOURCES/DONATN	(3,747)	-	0.0%	(3,747)	- 0.0%
Revenue Total	\$ (7,052)	\$ (2,622)	37.2%	\$ (7,052)	\$ - 0.0%
Expense					
53 - PROF/CONTRACT SERVIC	\$ 2,989	\$ 2,989	100.0%	\$ 2,989	\$ - 0.0%
58 - CAPITAL OUTLAY	286,953	277,950	96.9%	286,953	- 0.0%
Expense Total	\$ 289,941	\$ 280,938	96.9%	\$ 289,941	\$ - 0.0%

*Includes encumbrances

406 - ROADWAY IMPACT FEE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ (40)	\$ (213)	533.1%	\$ (213)	\$ (173)	433.1%
48 - OTHER SOURCES/DONATN	(39,881)	(49,088)	123.1%	(49,088)	(9,207)	23.1%
Revenue Total	\$ (39,921)	\$ (49,301)	123.5%	\$ (49,301)	\$ (9,380)	23.5%
Expense Total	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%

*Includes encumbrances

407 - DRAINAGE IMPACT FEE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ -	\$ (8)	0.0%	\$ (8)	\$ (8)	0.0%
48 - OTHER SOURCES/DONATN	-	(6,000)	0.0%	(6,000)	(6,000)	0.0%
Revenue Total	\$ -	\$ (6,008)	0.0%	\$ (6,008)	\$ (6,008)	0.0%
Expense	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Expense Total	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%

*Includes encumbrances

410 - 2018 GENERAL OBLIGATION

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ (120,000)	\$ (98,343)	82.0%	\$ (120,000)	\$ -	0.0%
Revenue Total	\$ (120,000)	\$ (98,343)	82.0%	\$ (120,000)	\$ -	0.0%
Expense						
58 - CAPITAL OUTLAY	\$ 9,313,309	\$ 2,012,893	21.6%	\$ 9,313,309	\$ -	0.0%
Expense Total	\$ 9,313,309	\$ 2,012,893	21.6%	\$ 9,313,309	\$ -	0.0%

*Includes encumbrances

Budget Amendment Recommendation for Fund 411:

- Increase revenue budget in 411-48806-01-001 – 2019 GO/RF by \$4,435,000 for Bond GO Refund.
- Increase revenue budget in 411-48810-01-001 – 2019 GO/RF by \$1,509,141 for Bond Premium.
- Increase expense budget in 411-57300-10-411 – 2019 GO/RF by \$5,171,681 for payment to refund escrow.

411 - 2019 G.O. & REFUNDING BONDS

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
47 - INVESTMENT EARNINGS	\$ -	\$ (42,417)	0.0%	\$ (42,417)	\$ (42,417)	0.0%
48 - OTHER SOURCES/DONATN	(7,589,924)	(12,763,065)	168.2%	(12,763,065)	(5,173,141)	68.2%
Revenue Total	\$ (7,589,924)	\$ (12,805,482)	168.7%	\$ (12,805,482)	\$ (5,215,558)	68.7%
Expense						
54 - REPAIR & MAINTENANCE	\$ 100,000	\$ -	0.0%	\$ 100,000	\$ -	0.0%
57 - DEBT EXPENDITURES	188,924	5,358,828	2836.5%	5,358,828	(5,169,904)	2736.5%
58 - CAPITAL OUTLAY	7,301,000	-	0.0%	7,301,000	-	0.0%
Expense Total	\$ 7,589,924	\$ 5,358,828	70.6%	\$ 12,759,828	\$ (5,169,904)	68.1%

*Includes encumbrances

UTILITY FUNDS

WATER/WASTEWATER UTILITY FUND

Revenue

Actual revenue total \$1,071,868 or 36.6% of the budget as of March 31, 2020. Revenue consists primarily of monthly service charges and maintenance service charges from Fort Bend County MUD #47 and MUD #48 and sewer fees. The actual revenue includes a one-time “true-up” of revenue. Overall, revenue is projected to decrease by -1.8% compared to the budget due to a projected decrease in interest income as a result of uncertain market conditions associated with COVID-19 impact.

Expenditures

Expenditures including encumbrances, as of March 31, 2020 total \$2,734,632 or 59.6% of the budget as of March 31, 2020. The majority of the expenditures are GRP pumpage fee expense and transfers to the Utility Construction Fund for debt service. Expenditures are projected to meet budget.

505-WATER/WASTEWATER UTILITY FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget	
Revenue						
45 - CHARGES FOR SERVICES	\$ (2,800,638)	\$ (1,062,231)	37.9%	\$ (2,800,638)	-	0.0%
47 - INVESTMENT EARNINGS	(64,542)	(9,637)	14.9%	(13,142)	51,400	-79.6%
48 - OTHER SOURCES/DONATN	(62,051)	-	0.0%	(62,051)	-	0.0%
Revenue Total	\$ (2,927,231)	\$ (1,071,868)	36.6%	\$ (2,875,831)	51,400	-1.8%
Expense						
52 - SUPPLIES & MATERIALS	\$ 28,500	\$ 17,342	60.8%	\$ 28,500	-	0.0%
53 - PROF/CONTRACT SERVIC	1,345,377	1,004,040	74.6%	1,345,377	-	0.0%
54 - REPAIR & MAINTENANCE	360,972	278,583	77.2%	360,972	-	0.0%
55 - UTILITIES	169,442	60,830	35.9%	169,442	-	0.0%
56 - OTHER EXPENDITURES	8,440	4,796	56.8%	8,440	-	0.0%
59 - TRANSFERS TO FUNDS	2,678,083	1,369,041	51.1%	2,678,083	-	0.0%
Expense Total	\$ 4,590,814	\$ 2,734,632	59.6%	\$ 4,590,814	-	0.0%

*Includes encumbrances

STEEP BANK/FLAT BANK WASTE WATER TREATMENT PLANT FUND

Revenue

Actual revenue total \$1,105,825 or 39.7% of the budget. Revenue consists primarily of charges for services for several MUDS and a payment from MUD #149 for sewer capacity. Overall revenue is expected to decrease by -1.8% compared to the budget due to a decrease in interest income as a result of uncertain economic conditions caused by COVID-19 which is impacting the financial market.

Expenditures

Expenditures including encumbrances, total \$1,252,122 or 56.6% of the budget. Expenditures are projected to exceed the budget by \$212,000 due to repairs and maintenance at the Steepbank/Flatbank Wastewater treatment plant.

Budget Amendment Recommendation: Increase the expense budget in 506-54101-50-506 to cover costs for repairs and maintenance at the Steepbank/Flatbank Wastewater treatment plant.

506 - SBF B WWTP FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
45 - CHARGES FOR SERVICES	\$ (1,350,000)	\$ (451,709)	33.5%	\$ (1,350,000)	\$ - 0.0%
47 - INVESTMENT EARNINGS	(85,551)	(45,166)	52.8%	(35,774)	49,777 -58.2%
48 - OTHER SOURCES/DONATN	(1,348,950)	(608,950)	45.1%	(1,348,950)	- 0.0%
Revenue Total	\$ (2,784,501)	\$ (1,105,825)	39.7%	\$ (2,734,724)	\$ 49,777 -1.8%
Expense					
52 - SUPPLIES & MATERIALS	\$ 14,000	\$ 5,580	39.9%	\$ 14,000	\$ - 0.0%
53 - PROF/CONTRACT SERVIC	1,017,864	963,346	94.6%	1,017,864	- 0.0%
54 - REPAIR & MAINTENANCE	156,800	148,423	94.7%	368,800	(212,000) 135.2%
55 - UTILITIES	197,552	94,992	48.1%	197,552	- 0.0%
56 - OTHER EXPENDITURES	17,214	9,781	56.8%	17,214	- 0.0%
58 - CAPITAL OUTLAY	750,000	-	0.0%	750,000	- 0.0%
59 - TRANSFERS TO FUNDS	60,000	30,000	50.0%	60,000	- 0.0%
Expense Total	\$ 2,213,430	\$ 1,252,122	56.6%	\$ 2,425,430	\$ (212,000) 9.6%

*Includes encumbrances

WATER IMPACT FEE FUND

Revenue

Revenue comes from new development share of the construction/acquisition of water facilities in the Mustang Bayou area. Revenue as of March 31, 2020 total \$195,529 or 33.8% of the budget. Overall, revenue is projected to exceed the budget by .6% due to unbudgeted interest income.

Expenditures

As of March 31, 2020, the City had not incurred any expenditures in this fund.

511 - WATER IMPACT FEE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ -	\$ (2,649)	0.0%	\$ (3,445)	\$ (3,445) 0.0%
48 - OTHER SOURCES/DONATN	(578,546)	(192,879)	33.3%	(578,546)	- 0.0%
Revenue Total	\$ (578,546)	\$ (195,529)	33.8%	\$ (581,991)	\$ (3,445) 0.6%
Expense					
53 - PROF/CONTRACT SERVIC	\$ 50,400	\$ -	0.0%	\$ 50,400	\$ - 0.0%
Expense Total	\$ 50,400	\$ -	0.0%	\$ 50,400	\$ - 0.0%

*Includes encumbrances

WASTEWATER IMPACT FEE FUND

Revenue

Revenue comes from new development share of the construction/acquisition of wastewater facilities in the Mustang Bayou area. Revenue as of March 31, 2020 total \$440,250 or 45.9% of the budget. Overall, revenue is projected to exceed the budget by .7% due to unbudgeted interest income.

Expenditures

As of March 31, 2020, expenditures including encumbrances total \$284,200 or 31.7% of the budget. Expenditures are projected to meet budget.

512 - WASTEWATER IMPACT FEE FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ -	\$ (5,479)	0.0%	\$ (7,044)	\$ - 0.0%
48 - OTHER SOURCES/DONATN	(958,114)	(434,771)	45.4%	(958,114)	- 0.0%
Revenue Total	\$ (958,114)	\$ (440,250)	45.9%	\$ (965,158)	\$ - 0.7%
Expense					
53 - PROF/CONTRACT SERVIC	\$ 896,969	\$ 284,200	31.7%	\$ 896,969	\$ - 0.0%
Expense Total	\$ 896,969	\$ 284,200	31.7%	\$ 896,969	\$ - 0.0%

*Includes encumbrances

2018A CERTIFICATE OF OBLIGATION

Revenue

Actual revenue total \$132,061 or 49.8% of the budget as of March 31, 2020. Overall, revenue is expected to decrease by -41.6% compared to the budget due to a decrease in interest income as a result of uncertain economic conditions caused by COVID-19 which is impacting the financial market.

Expenditures

Expenditures for infrastructure improvements for the six-month period ending March 31, 2020 total \$8,665,837 or 62.3% of the budget. Expenditures are expected to meet budget.

515 - 2018A CERTIF. OF OBLIGATION

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (265,000)	\$ (132,061)	49.8%	\$ (154,873)	\$ 110,127 -41.6%
Revenue Total	\$ (265,000)	\$ (132,061)	49.8%	\$ (154,873)	\$ 110,127 -41.6%
Expense					
58 - CAPITAL OUTLAY	\$ 13,913,046	\$ 8,665,837	62.3%	\$ 13,913,046	\$ - 0.0%
Expense Total	\$ 13,913,046	\$ 8,665,837	62.3%	\$ 13,913,046	\$ - 0.0%

*Includes encumbrances

WASTEWATER UTILITY CONSTRUCTION FUND

Revenue

Actual revenue total \$2,074,076 or 21.7% of the budget. This amount includes a transfer in from fund 505 for debt service payments. Overall, revenue is projected to be under budget do to a decrease in interest income as a result of uncertain economic conditions caused by COVID-19 which is impacting the financial market.

Expenditures

Expenditures including encumbrances total \$52,187 or .5% as of March 31, 2020. Expenditures are projected to meet budget.

535 - WWW UTILITY CONSTRUCTION FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (36,016)	\$ (18,070)	50.2%	\$ (22,834)	\$ 13,182 -36.6%
48 - OTHER SOURCES/DONATN	(6,900,000)	(746,964)	10.8%	(6,900,000)	- 0.0%
49 - TRANSFERS FROM & ADM	(2,618,083)	(1,309,041)	50.0%	(2,618,083)	- 0.0%
Revenue Total	(9,554,099)	(2,074,076)	21.7%	(9,540,917)	13,182 -0.1%
Expense					
53 - PROF/CONTRACT SERVIC	\$ 1,365	\$ -	0.0%	\$ 1,365	\$ - 0.0%
57 - DEBT EXPENDITURES	668,083	52,187	7.8%	668,083	- 0.0%
58 - CAPITAL OUTLAY	8,850,000	-	0.0%	8,850,000	- 0.0%
Expense Total	\$ 9,519,448	\$ 52,187	0.5%	\$ 9,519,448	\$ - 0.0%

*Includes encumbrances

SURFACE WATER OPERATING FUND

Revenue

Actual revenue total \$3,344,698 or 30.8% of the budget for the six-month period ending March 31, 2020. The majority of the revenue is from groundwater pumpage fees. Revenue is projected to meet budget.

Expenditures

Expenditures including encumbrances total \$6,031,811 or 60.1% of the budget for the six-month period ending March 31, 2020. This budget includes transfers to the General Fund for administrative costs and to the Surface Water Construction Fund 542 for debt service for water plant expansion. Expenditures are projected to meet budget.

540 - SURFACE WATER OPERATING FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
45 - CHARGES FOR SERVICES	\$ (10,700,000)	\$ (3,199,031)	29.9%	\$ (10,700,000)	\$ - 0.0%
47 - INVESTMENT EARNINGS	(153,556)	(145,668)	94.9%	(153,556)	- 0.0%
48 - OTHER SOURCES/DONATN	(7,500)	-	0.0%	(7,500)	- 0.0%
Revenue Total	\$ (10,861,056)	\$ (3,344,698)	30.8%	\$ (10,861,056)	\$ - 0.0%
Expense					
52 - SUPPLIES & MATERIALS	\$ 2,485,536	\$ 1,878,125	75.6%	\$ 2,485,536	\$ - 0.0%
53 - PROF/CONTRACT SERVIC	1,242,412	937,896	75.5%	1,242,412	- 0.0%
54 - REPAIR & MAINTENANCE	353,500	290,000	82.0%	353,500	- 0.0%
55 - UTILITIES	255,058	71,812	28.2%	255,058	- 0.0%
56 - OTHER EXPENDITURES	54,995	29,184	53.1%	54,995	- 0.0%
59 - TRANSFERS TO FUNDS	5,649,587	2,824,794	50.0%	5,649,587	- 0.0%
Expense Total	\$ 10,041,088	\$ 6,031,811	60.1%	\$ 10,041,088	\$ - 0.0%

*Includes encumbrances

SURFACE WATER CONSTRUCTION FUND

Revenue

Actual revenue total \$2,700,615 or 50.0% of the budget as of March 31, 2020. This revenue includes a transfer in from Fund 542 – Surface Water Construction for debt service for water plant expansion.

Expenditures

Expenditures total \$565,334 or 7.0% of the budget as of March 31, 2020. Overall, the expenditures are expected to increase by .02% compared to budget.

542 - SURFACE WATER CONST FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (179,993)	\$ (91,714)	51.0%	\$ (179,993)	\$ - 0.0%
49 - TRANSFERS FROM & ADM	(5,217,801)	(2,608,901)	50.0%	(5,217,801)	- 0.0%
Revenue Total	\$ (5,397,794)	\$ (2,700,615)	50.0%	\$ (5,397,794)	\$ - 0.0%
Expense					
53 - PROF/CONTRACT SERVIC	\$ 105	\$ -	0.0%	\$ 1,469	\$ - 1299.0%
57 - DEBT EXPENDITURES	5,220,801	565,334	10.8%	5,220,801	- 0.0%
58 - CAPITAL OUTLAY	2,881,095	-	0.0%	2,881,095	- 0.0%
Expense Total	\$ 8,102,001	\$ 565,334	7.0%	\$ 8,103,365	\$ - 0.02%

*Includes encumbrances

OTHER ENTERPRISE FUNDS

MISSOURI CITY RECREATION & LEISURE LOCAL GOVERNMENT CORPORATION

Revenue

Actual revenue as of the six-month ending March 31, 2020, total \$1,899,010. Overall, revenue is forecasted to decrease by -24.8% due to closure as a result of COVID-19. This amount assumes that LGC will not be able to host events the rest of the fiscal year. If LGC can begin hosting events in August, projected revenue will increase to \$3,262,276.

Expenditures

Expenditures total \$1,876,960 or 47.1% as of March 31, 2020. Overall, expenditures are projected to decrease by \$605,185 or -15.2% compared to the budget. This amount assumes that LGC will not be able to host events the rest of the fiscal year. If LGC can begin hosting events in August, projected expenditures will increase to \$3,513,514.

571 - MC REC & LEISURE LGC FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
45 - CHARGES FOR SERVICES	\$ (4,140,598)	\$ (1,876,709)	45.3%	\$ -	\$ - 0.0%
48 - OTHER SOURCES/DONATN	(5,133)	(22,301)	434.5%	-	- 0.0%
Revenue Total	\$ (4,145,731)	\$ (1,899,010)	45.8%	\$ (3,116,012)	\$ 1,029,719 -24.8%
Expense					
51 - PERSONNEL COSTS	\$ 1,137,809	\$ 495,033	43.5%	\$ -	\$ - 0.0%
52 - SUPPLIES & MATERIALS	841,375	389,511	46.3%	-	- 0.0%
53 - PROF/CONTRACT SERVICES	1,477,663	740,439	50.1%	-	- 0.0%
54 - REPAIR & MAINTENANCE	101,679	61,103	60.1%	-	- 0.0%
55 - UTILITIES	161,796	73,445	45.4%	-	- 0.0%
56 - OTHER EXPENDITURES	231,060	117,428	50.8%	-	- 0.0%
58 - CAPITAL OUTLAY	37,500	-	0.0%	-	- 0.0%
Expense Total	\$ 3,988,882	\$ 1,876,960	47.1%	\$ 3,383,697	\$ 605,185 -15.2%

*Includes encumbrances

SOLID WASTE UTILITY FUND

Revenue

Actual revenue total \$1,951,864 or 52.5% of the budget as of the six-month period ending March 31, 2020. Projected revenue is expected to exceed the budget by 4.4%.

Expenditures

Expenditures including encumbrances total \$3,614,561 or 93.1% of the budget as of March 31, 2020. Expenditures are projected to meet budget.

580 - SOLID WASTE UTILITY FUND

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
42 - FRANCHISE REVENUE	\$ (25,800)	\$ (11,280)	43.7%	\$ (25,800)	\$ - 0.0%
45 - CHARGES FOR SERVICES	(3,665,150)	(1,912,857)	52.2%	(3,829,045)	(163,895) 4.5%
46 - INTERGOV REV/GRANTS	(27,000)	(27,395)	101.5%	(27,395)	(395) 1.5%
47 - INVESTMENT EARNINGS	(3,000)	(331)	11.0%	(2,605)	395 -13.2%
Revenue Total	\$ (3,720,950)	\$ (1,951,864)	52.5%	\$ (3,884,845)	\$ (163,895) 4.4%
Expense					
52 - SUPPLIES & MATERIALS	\$ 1,300	\$ 262	20.1%	\$ 1,300	\$ - 0.0%
53 - PROF/CONTRACT SERVIC	3,829,045	3,598,299	94.0%	3,829,045	- 0.0%
56 - OTHER EXPENDITURES	36,474	-	0.0%	36,474	- 0.0%
59 - TRANSFERS TO FUNDS	16,000	16,000	100.0%	16,000	- 0.0%
Expense Total	\$ 3,882,819	\$ 3,614,561	93.1%	\$ 3,882,819	\$ - 0.0%

*Includes encumbrances

EQUIPMENT REPLACEMENT FUNDS

Revenue

Revenue for the Equipment Replacement Funds consists mainly of a transfer in from the General Fund. Projected revenue is expected to meet budget.

Expenditures

Expenditures for the Fleet Equipment Replacement Fund are expected to be under budget by -3.4% due to available fund balance. IT Equipment Replacement expenditures are expected to meet budget.

Fleet Equipment Replacement Fund

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (20,479)	\$ (6,338)	30.9%	\$ (20,479)	\$ - 0.0%
48 - OTHER SOURCES/DONATN	(70,000)	(35,774)	51.1%	(70,000)	- 0.0%
49 - TRANSFERS FROM & ADM	(422,260)	(422,260)	100.0%	(422,260)	- 0.0%
Revenue Total	\$ (512,739)	\$ (464,372)	90.6%	\$ (512,739)	\$ - 0.0%
Expense					
52 - SUPPLIES & MATERIALS	\$ 1,990	\$ 1,990	100.0%	\$ 1,990	\$ - 0.0%
58 - CAPITAL OUTLAY	792,629	689,185	86.9%	765,520	(27,109) -3.4%
Expense Total	\$ 794,619	\$ 691,175	87.0%	\$ 767,510	\$ (27,109) -3.4%

*Includes encumbrances

611 - IT Equipment Replacement Fund

Type	Revised Budget	Actual as of 3/31/2020*	% of Budget	Forecast	Under/(Over) Budget
Revenue					
47 - INVESTMENT EARNINGS	\$ (14,231)	\$ (20,443)	143.6%	\$ (25,410)	\$ (11,179) 78.5%
49 - TRANSFERS FROM & ADM	(1,672,382)	(1,672,382)	100.0%	(1,672,382)	- 0.0%
Revenue Total	\$ (1,686,613)	\$ (1,692,825)	100.4%	\$ (1,697,792)	\$ (11,179) 0.7%
Expense					
52 - SUPPLIES & MATERIALS	\$ 460,500	\$ 95,459	20.7%	\$ 460,500	\$ - 0.0%
53 - PROF/CONTRACT SERVIC	70,000	70,000	100.0%	70,000	- 0.0%
58 - CAPITAL OUTLAY	78	-	0.0%	78	- 0.0%
Expense Total	\$ 530,578	\$ 165,459	31.2%	\$ 530,578	\$ - 0.0%

*Includes encumbrances

MID-YEAR FUND BALANCE SUMMARY

FUND	FY 2020			ENDING FUND
	BEGINNING FUND BALANCE	REVENUE ESTIMATE	EXPENDITURE ESTIMATE	BALANCE FORECAST
101 - GENERAL FUND	\$ (16,173,376)	\$ (53,958,745)	\$ 51,129,266	\$ (19,002,855)
205 - POLICE SEIZURE/FORFEITURE FUND	\$ (859,234)	\$ (51,091)	\$ 620,000	\$ (290,324)
220 - RADIO COMM SYSTEM FUND	\$ (223,183)	\$ (253,448)	\$ 226,382	\$ (250,248)
22* - COURT FUNDS (221, 222, 223, 225)	\$ (256,857)	\$ (87,112)	\$ 88,396	\$ (255,573)
224 - PEG/MCTV FACILITY & EQUIP FUND	\$ (603,968)	\$ (158,931)	\$ 228,059	\$ (534,840)
230 - PUBLIC SAFETY GRANTS	\$ (257,333)	\$ (211,733)	\$ 469,066	\$ (0)
231 - DONATIONS FUND	\$ (158,886)	\$ (84,319)	\$ 67,690	\$ (175,515)
240 - CDBG FUND	\$ 59,350	\$ (766,080)	\$ 736,765	\$ 30,035
255 - HOTEL OCCUPANCY TAX FUND	\$ (528,469)	\$ (176,219)	\$ 194,572	\$ (510,116)
260 - MC DEVELOPMENT AUTHORITY FUND	\$ (20,053)	\$ (1,104,284)	\$ 1,100,000	\$ (24,337)
261 - TIRZ#1 FUND	\$ (666,943)	\$ (1,209,474)	\$ 1,455,612	\$ (420,805)
262 - TIRZ#2 FUND	\$ (8,740,857)	\$ (2,887,387)	\$ 1,229,591	\$ (10,398,653)
263 - PID#2 FUND	\$ (285,196)	\$ (729,061)	\$ 702,153	\$ (312,104)
265 - TIRZ#3 FUND	\$ (4,092,745)	\$ (2,456,163)	\$ 1,465,238	\$ (5,083,670)
266 - PID#4 FUND	\$ (296,566)	\$ (400,167)	\$ 399,794	\$ (296,939)
28* - PARKLAND ZONE FUNDS (272-283)	\$ (2,146,162)	\$ (217,916)	\$ 1,863,167	\$ (500,911)
301 - DEBT SERVICE FUND	\$ (6,146,852)	\$ (11,374,536)	\$ 11,443,693	\$ (6,077,695)
401 - METRO PROJECT FUND	\$ (6,848,636)	\$ (3,979,909)	\$ 7,088,787	\$ (3,739,758)
402 - GENERAL GOV'T PROJECT FUND	\$ (28,257)	\$ (389)	\$ 19,980	\$ (8,666)
403 - TRANSPORT/DRAIN PROJECT FUND	\$ (10,486,395)	\$ (267,165)	\$ 9,869,689	\$ (883,870)
404 - FACILITY/PUBLIC SAFETY PJS	\$ (638,669)	\$ (1,508,249)	\$ 1,365,029	\$ (781,889)
405 - PARKS PROJECT FUND	\$ (299,747)	\$ (7,052)	\$ 289,941	\$ (16,858)
406 - ROADWAY IMPACT FEE FUND	\$ (39,983)	\$ (49,301)	\$ -	\$ (89,284)
407 - DRAINAGE IMPACT FEE FUND	\$ -	\$ (6,008)	\$ -	\$ (6,008)
410 - 2018 GENERAL OBLIGATION	\$ (9,227,696)	\$ (120,000)	\$ 9,313,309	\$ (34,387)
411 - 2019 G.O. & REFUNDING BONDS	\$ -	\$ (12,805,482)	\$ 12,759,828	\$ (45,654)
505 - WATER WASTEWATER UTIL. FUND	\$ (9,539,736)	\$ (2,875,831)	\$ 4,590,814	\$ (7,824,753)
506 - SBBF WWTP FUND	\$ (16,386,061)	\$ (2,734,724)	\$ 2,425,430	\$ (16,695,355)
511 - WATER IMPACT FEE FUND	\$ (193,304)	\$ (581,991)	\$ 50,400	\$ (724,896)
512 - WASTEWATER IMPACT FEE FUND	\$ (411,420)	\$ (965,158)	\$ 896,969	\$ (479,609)
515 - 2018A CERTIF. OF OBLIGATION	\$ (20,358,274)	\$ (154,873)	\$ 13,913,046	\$ (6,600,101)
535 - WWW UTILITY CONSTRUCTION FUND	\$ (8,068,598)	\$ (9,540,917)	\$ 9,519,448	\$ (8,090,067)
540 - SURFACE WATER OPERATING FUND	\$ (9,237,281)	\$ (10,861,056)	\$ 10,041,088	\$ (10,057,249)
542 - SURFACE WATER CONST FUND	\$ 3,188,839	\$ (5,397,794)	\$ 8,103,365	\$ 5,894,410
571 - MC REC & LEISURE LGC FUND	\$ 378,147	\$ (3,116,012)	\$ 3,383,697	\$ 645,832
580 - SOLID WASTE UTILITY FUND	\$ (199,199)	\$ (3,884,845)	\$ 3,882,819	\$ (201,226)
606 - FLEET/EQUIP REPLACEMENT FUND	\$ (254,771)	\$ (512,739)	\$ 767,510	\$ 0
611 - IT REPLACEMENT FUND	\$ (494,322)	\$ (1,697,792)	\$ 530,578	\$ (1,661,536)
TOTAL	\$ (130,542,691)	\$ (137,193,952)	\$ 172,231,169	\$ (95,505,474)

General Fund Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (55,241,174)	\$ (53,958,745)	\$ 1,282,429	-2.3%
Expenditures*	\$ 54,782,739	\$ 51,129,266	\$ 3,653,474	-6.7%
Revenues Under/(over) Expenditures	\$ (458,434)	\$ (2,829,479)		

*Includes encumbrances

Revenue Assumptions

- Assumes an overall -2.3% reduction in revenue due to the impact of COVID-19. Reduction mainly in sales tax revenue, fines/fees & forfeitures and charges for services as a result of State/County mandated closures and stay-at-home measures. These measures impacted many of the City's operations and services including the Recreation Center and facilities rentals.

Expenditures Assumptions

- Overall, assumes a -6.7% reduction in spending due to vacancies and a spending freeze.
- Assumes personnel costs at the same level as the last pay period in March 2020. Does not include costs for summer part-time employment.
- Assumes a spending freeze for training & travel and reductions in other categories based on actual expenditures for the six-month period ending March 31, 2020.

Recommended Budget Amendment

- None



Special Funds Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (11,414,770)	\$ (10,793,384)	\$ 621,386	-5.4%
Expenditures*	\$ 13,750,280	\$ 10,846,485	\$ 2,903,796	-21.1%
Revenues Under/(over) Expenditures	\$ 2,335,510	\$ 53,100		

*Includes encumbrances

Revenue Assumptions

- Assumes an overall decrease of -5.4% due to reimbursement of approx. \$589,000 to Fort Bend County for the Vicksburg Project; and a reduction in property tax/assessments due to the termination of HCC's participation.
- Assumes a -30.0% reduction in Hotel Occupancy Tax revenue due to low occupancy rates for the past few months.
- Assumes reduction in interest income due to uncertain market conditions as a result of COVID-19.

Expenditures Assumptions

- Assumes an overall reduction of -21.1% due to the termination of HCC's participation, reimbursements to Fort Bend County for projects and reductions in various categories based on actual expenditures for the six-month period ending March 31, 2020.

Recommended Budget Amendment

- None



Debt Service Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (11,698,247)	\$ (11,374,536)	\$ 323,711	-2.8%
Expenditures*	\$ 11,443,693	\$ 11,443,693	\$ -	0.0%
Revenues Under/(over) Expenditures	\$ (254,554)	\$ 69,157		

*Includes encumbrances

Revenue Assumptions

- Assumes a -2.8% reduction in property tax collections due to uncertain market conditions as a result of COVID-19.

Expenditures Assumptions

- Assumes expenditures will be on target to meet budget.

Recommended Budget Amendment

- None



Utilities Funds Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (33,326,340)	\$ (33,112,343)	\$ 213,997	-0.6%
Expenditures*	\$ 49,327,196	\$ 49,540,560	\$ (213,364)	0.4%
Revenues Under/(over) Expenditures	\$ 16,000,855	\$ 16,428,216		

*Includes encumbrances

Revenue Assumptions

- Assumes an overall decrease of -0.6% in revenue due to reduction in interest income because of uncertain market conditions as a result of COVID-19.

Expenditures Assumptions

- Assumes an overall increase of 0.4% in expenditures due to increases in repairs and maintenance.

Recommended Budget Amendment

- 506-SBFB WWTP – Increase expense budget by \$212,000 for repairs & maintenance.



Capital Projects Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (13,710,430)	\$ (18,743,556)	\$ (5,033,125)	36.7%
Expenditures*	\$ 35,536,659	\$ 40,706,563	\$ (5,169,904)	14.5%
Revenues Under/(over) Expenditures	\$ 21,826,229	\$ 21,963,007		

*Includes encumbrances

Revenue Assumptions

- Overall, assumes a 36.7% increase in revenue compared to the FY 2020 budget due to bond proceeds.
- Assumes a -2.4% reduction in METRO Tax revenue as a result of the impact of COVID-19 on sales tax revenue.
- Includes bond proceeds for Fund 411- 2019 General Obligation Refunding (GO/RF)

Expenditures Assumptions

- Overall, assumes a 14.5% increase in expenditures compared to the FY 2020 budget as a result of an increase in expenditures for the 2019 GO/RF fund for payment to refund escrow.

Recommended Budget Amendment

- 411-GO/Refunding - Increase revenue budget by \$5,944,141 for Bond GO refund and bond premiums.
- 411-GO/Refunding - Increase expense budget by \$5,171,681 for payment to refund escrow.



Other Enterprises Fund Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$ (7,866,681)	\$ (7,000,857)	\$ 865,824	-11.0%
Expenditures*	\$ 7,871,701	\$ 7,266,516	\$ 605,185	-7.7%
Revenues Under/(over) Expenditures	\$ 5,020	\$ 265,659		

*Includes encumbrances

Revenue Assumptions

- Assumes an overall reduction of -11.0% in revenue.
- 571-LGC – Assumes a -24.8% reduction in revenue due to closure and inability to host events during the “Stay Home” period and the overall impact of COVID-19.

Expenditures Assumptions

- Assumes an overall reduction of -7.7% in expenditures due to the impact of COVID-19.
- 571-LGC – Assumes a -15.2% reduction in expenditures due to closure and inability to host events during the “Stay Home” period and the overall impact of COVID-19.

Recommended Budget Amendment

- None



Equipment Replacement Funds Summary

	Revised Budget	Forecast	Under/(Over) Revised Budget	
Revenue	\$(2,199,352)	\$(2,210,530)	\$ (11,179)	0.5%
Expenditures*	\$ 1,325,197	\$ 1,298,088	\$ (27,109)	-2.0%
Revenues Under/(over) Expenditures	\$ (874,155)	\$ (912,443)		

*Includes encumbrances

Revenue Assumptions

- Overall, assumes a 0.5% increase due to interest income exceeding the budget.

Expenditures Assumptions

- Assumes a -2.0% reduction in expenditures in the fleet equipment/replacement fund due to fund balance availability.

Recommended Budget Amendment

- None



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, May 4, 2020**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:00 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 5:00 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, Assistant City Manager Martel, Director of Financial Services Portis, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, Purchasing/Risk Manager Pleasant, Media Specialist II Sanders, and MCTV Producer Penalba. Also present: Susan Anderson, Valley View Consulting; Jason Morado, ETC Institute; Chuck Rohre and Edward Williams, Baker Tilly; Jennifer Fadden and Doug Thomas, SGR; and, Sarah McKee, GOVHR USA.

2. DISCUSSION/POSSIBLE ACTION

- (a) Discuss and consider accepting the quarterly investment report for the quarter ending on March 31, 2020.

Director of Financial Portis introduced Susan Anderson of Valley View Consulting. Anderson presented the quarterly investment report for the quarter ending on March 31, 2020.

Councilmember Emery moved to accept the quarterly investment report for the quarter ending on March 31, 2020. Mayor Pro Tem Preston 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) Presentation of the ETC Institute 2020 Missouri City Community Survey.

Interim City Manager Atkinson presented an overview on the process of the 2020 Missouri City Community Survey. Jason Morado of ETC Institute presented the results of the survey.

- (c) Presentations by potential executive search firms for the position of the city manager.

Director of Human Resources and Organizational Development Russell and Purchasing/Risk Manager Pleasant presented the top three executive search firms. Manager Pleasant stated each firm would have 20 minutes to present their proposal and City Council would have 15 minutes to ask any follow-up questions.

City Council received presentations from Chuck Rohre and Edward Williams of Baker Tilly; Jennifer Fadden and Doug Thomas of SGR; and, Sarah McKee of GOVHR USA.

Mayor Ford asked for a motion to recess the special City Council meeting and begin the regular City Council meeting. Councilmember Boney stated the Missouri City Development Authority (MCDA) meeting had several items that were to appear on the regular City Council meeting agenda and asked if they should have that meeting before the regular City Council meeting. City Attorney Iyamu noted there was no requirement for the items on the MCDA meeting to be taken up first. Councilmember Maroulis agreed with Councilmember Boney in having the MCDA meeting prior to the regular City Council Meeting.

At 7:37 p.m., Councilmember Boney moved to recess the special City Council meeting. 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

At 9:28 p.m., City Council reconvened the special City Council meeting.

Director Russell provided a summary of the agenda item. Councilmember Maroulis stated that all interviews were good however, he preferred SGR. Councilmember Sterling stated all presentations have the same procedures. Sterling noted the City had done all the legwork and asked if they needed a firm to do everything they have to offer or if they could limit the scope. Director Russell stated that staff had not advertised the position fully and that an extensive vetting process would include more than what they would be able to do when it comes to background checks and social media searches. He noted a firm would be beneficial as they specialize with this type of service and it would be an investment for the City as a whole.

Councilmember Sterling asked if they were use SGR, could they select the service they actually need as they do not need all their services. Mayor Ford stated they could vote on Councilmember Maroulis' motion. Councilmember Boney stated he respectfully disagreed with Councilmember Sterling, as he believes they have not done all the legwork in order to vet candidates properly. Boney stated he was pleased with all three of the firms. He noted the the firms had their own databases in which they could choose candidates from and not limit themselves. Boney stated if they voted to hire an executive search firm then they must do so as the City paid out over \$300K to terminate the previous City Manager's contract.

Councilmember Maroulis noted SGR had a newsletter that reached about 50K subscribers and were ranked the second largest job board. Councilmember Emery noted SGR candidates come from their internal databases and they stated they would also take applications Council received and run them through the same process. In his opinion, they have not done all the vetting needed to not need an executive search firm.

Mayor Pro Tem Preston stated Baker Tilly stood out for him. Mayor Ford asked that anyone they choose take the management assessment the firms offered and believed firms should not be utilized for the entire search as they have already received candidates from all over the United States. Ford addressed the comment about wasting \$300K on the termination of the City Manager. She stated it was not true in her opinion because there was mismanagement of \$50K and a contract that went over the limits of approval. Mayor Ford then called for a vote.

Councilmember Boney asked for a point of order, as he would like to keep discussion going. Mayor Ford noted she had called for a vote. City Attorney Iyamu stated that in accordance to Robert's Rules of Order, if there was a member that would like to discuss the items, then discussions must proceed unless there was a majority that would like to move forward with the vote.

Councilmember Boney stated the interest of the \$50K that went back into the account happened in 2013. Director of Financial Services Portis noted the interest payment was set to begin in 2014 upon payment and the reimbursements were to start on January 1, 2016. Boney stated the hot taxes agenda item to be voted on from the last meeting was a decision made by the employee and not the City Manager. He stated the decision to terminate the City Manager was made by a majority of the City Council, which caused residents over \$300K. Boney wanted it to be clear that using an executive search firm was not a waste of tax dollars. Mayor Ford stated they look at the mismanagement of funds and the number that it would cost the citizens would be much more.

Councilmember Maroulis moved to proceed with SGR as the executive search firm for the position of the city manager. Councilmember Emery seconded. **MOTION FAILED.**

Ayes: Councilmember Boney, Councilmember Maroulis, and Councilmember Emery

Nays: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, and Councilmember Sterling

Councilmember Sterling moved to proceed with a selection of services as requested by City Council with Baker Tilly. Mayor Pro Preston seconded. **MOTION PASSED.**

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

Nays: Councilmember Boney, Councilmember Maroulis, and Councilmember Emery

(d) Consider authorizing staff to contact certain city manager applicants for additional screening.

Mayor Ford placed the item on the agenda to get an agreement on how applicants who had applied would be screened. Ford stated they had collected applications from over 50 candidates and have reviewed most of those. She noted there was a desire to move forward with screening top five candidates.

Councilmember Emery moved to allow the search firm only to do all of the screening of the applicants. Councilmember Boney seconded. **MOTION FAILED.**

Ayes: Councilmember Boney and Councilmember Emery

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

Councilmember Edwards moved to authorize staff to contact City Council's top five City Manager candidates as determined by the submission of candidate's names by the Mayor and each City Councilmember to the HR director for additional screening between May 8-15. Staff would need to provide those candidates' names by end of business day on May 6.

Director Russell asked if they had the top five names and how would that process work. Councilmember Edwards stated each City Councilmember would send their top five candidates by noon May 5. The top five candidates who get the most votes should be sent to Council by May 6. Councilmember Sterling asked if that list was supposed to be submitted to City Secretary Jackson last week and noted she had done so. Mayor Ford that was not correct, as they were not able to get a consensus. Councilmember Boney requested to submitted all candidates, as he does not have only five.

City Attorney Iyamu stated if there was going to be a determination, she recommends the submission occur at an open meeting. Mayor Ford asked if Director Russell would be the one to determine the top five from their submissions. Iyamu stated Director Russell would be essentially taking a vote from City Council at a public meeting. Her conservative recommendation would be to have him collect and make a determination during an open meeting. Councilmember Sterling concurred with Iyamu. Iyamu stated they may collect Council's information at the beginning of the special City Council meeting and the item could be considered at the end of the meeting. Iyamu was concerned with how others would perceive how the tally was made. Mayor Ford stated they would schedule a special meeting.

Councilmember Emery stated he did not want to arbitrarily select who the top five candidates were to HR which he believed should go through the search firm. Councilmember Boney asked what selective services were to be used by the search firm. Mayor Ford stated if any of those top five candidates they screened were of interest to them, they would then send them to the search firm. The contract in place with Baker Tilly was so that they were all on the same page on services.

Director Russell asked if it would be a good idea to have a contract in place with Baker Tilly with the services they were to provide to the City so that everyone would be on the same page. City Attorney Iyamu recommended they post the item for discussion on the next City Council meeting for services desired by Baker Tilly. Mayor Ford stated they would utilize a firm as needed and does not want to box in specific services from the firm. Iyamu stated that staff would need to negotiate an a la carte list of services with the search firm.

Councilmember Emery asked what was additional screening and who would perform it. Mayor Ford stated Council would do the screening. Ford stated the City Attorney asked Council to reconvene so that Director Russell may tally the votes. Councilmember Edward asked if they would publically tally the votes and if there would be a problem with releasing their identities. Mayor Ford stated Director Russell could call the top five and announce them during an open meeting. Mayor Ford asked if Iyamu would get an opinion from TML, as she would like to make sure the applicants were notified prior to their names being released in public.

Councilmember Edwards moved to authorize staff to contact City Council's top five City Manager applicants as determined by the submission by the Mayor and each Councilmember to the HR director for additional screening between May 8-15; and, staff would need to provide those candidate's names by end of business day on May 8. Councilmember Sterling seconded. **MOTION PASSED.**

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

Nays: Councilmember Boney, Councilmember Maroulis, and Councilmember Emery

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

City Secretary Jackson presented an overview on the City's board, committee, and commission member appointments and reappointments. Mayor Ford asked that this agenda item also be placed on the May 8 special City Council meeting agenda.

3. **ADJOURN**

The special City Council meeting adjourned at 10:34 p.m.

Minutes PASSED AND APPROVED this the 18th day of May 2020.

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 MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, May 4, 2020**, at the City Hall, Council Chamber, 2nd 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 8:13 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 Assistant City Manager Martel.

3. **PRESENTATIONS AND RECOGNITIONS**

Mayor Ford recognized May 1, 2020, as "Law Day" in the City of Missouri City, Texas; proclaimed the week of May 3-9, 2020, as "Hurricane Preparedness Week" in the City of Missouri City, Texas; proclaimed the week of May 10-16, 2020, as "National Police Week" in the City of Missouri City, Texas; and, recognized the Islamic holy month of Ramadan (April 24, 2020 to May 23, 2020) to Muslims in Missouri City, Texas. Shaizad Chatriwala accepted the proclamation and spoke about the importance of Ramadan.

There were no **PUBLIC COMMENTS**.

5. **STAFF REPORTS**

Interim City Manager Atkinson provided an update of the City's response to the Coronavirus Disease 2019 (COVID-19) pandemic.

6. **CONSENT AGENDA**

- (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.

Councilmember Maroulis moved to approve the Consent Agenda pursuant to recommendations by City Staff. 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

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.

Planning Manager Thomas Gomez presented an overview on the 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. Gomez stated the Planning and Zoning Commission forward a positive recommendation. Mayor Ford asked about the reason for the change beyond zoning for the assisted living. Gomez stated it was due to market conditions within the area.

Councilmember Maroulis moved to open the public hearing at 8:43 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

Councilmember Maroulis asked if the developer had taken into account some of the new buildouts coming into the City. Cynthia Ramirez, STOA Architects, stated the developer had and was willing to move forward.

Maroulis asked if the applicant was not reducing the number of multifamily and was only making an amendment to the use. Gomez stated the applicant was not reducing the amount of land and noted there was no cap on the units.

Councilmember Emery asked if the layout would follow similar development standards that were seen in other assisted living facilities which include garages. Gomez stated the assisted living would not, but the independent living portion would.

Mayor Pro Tem Preston asked if there had been consideration for the safety and security of schools nearby. Gomez stated they had not spoken about those types of mechanisms. She added this would be a gated community and they would have procedures in place that would limit access to certain areas. Ramirez stated it would be a gated community during Phase 1 and would be an overall secured area. She added they would have several nurse stations throughout the first level to support the facility.

Councilmember Maroulis moved to close the public hearing at 8:48 p.m. 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

Councilmember Emery moved to approve the ordinance. 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

- (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.

Director of Development Services Spriggs noted the proposed request was amending Subsection 9.6.B.3.e., of Appendix A of the Missouri City Code. The correction was to an error of the standards for off-street parking.

Councilmember Maroulis moved to open the public hearing at 8:51 p.m. 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

With no public comments, Councilmember Boney moved to close the public hearing at 8:52 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

Councilmember Boney moved to approve the ordinance. 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) 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.

Recreation Superintendent Browne noted the proposed ordinance would continue the standards of care for elementary-age recreation programs operated by the City.

Councilmember Emery moved to open the public hearing at 8:55 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

Mayor Ford asked if this was specifically for the summer program. Browne stated it included summer camp and any youth recreation programs throughout the year. Ford asked if they would move forward with virtual facilitation. Browne stated they were prepared to do virtual programs or to do it with a contingency plan to move forward.

Councilmember Emery moved to close the public hearing at 8:57 p.m. 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

Councilmember Maroulis moved to approve the ordinance. Councilmember Emery 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 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.

Director of Financial Services Portis presented an overview on the reimbursement. Councilmember Maroulis asked if the City had a say on which projects the money would be spent on. City Attorney Iyamu stated that with bond projects, the County allows the City to suggest or give input.

Councilmember Boney moved to authorize 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, transportation improvements. Councilmember Emery 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 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.

Director of Financial Services Portis presented an overview on the reimbursement.

Councilmember Maroulis moved to authorize 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. 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

- (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.

City Attorney Iyamu presented an overview of the termination agreement.

Councilmember Emery moved to authorize 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. 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

- (d) Consider authorizing Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project.

Director of Public Works Kumar stated that 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 was for the City Council to make a determination that it was 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.

Councilmember Emery moved to authorize Boyer Inc. to self-perform Early Work Package (EWP) for the Mustang Bayou Wastewater Plant Rehabilitation and Expansion project. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

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

- (e) Consider authorizing an amendment to a contract for the Willow Waterhole drainage analysis.

Director of Public Works Kumar stated that 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, which serves both the City of Stafford and the City of Missouri City. In addition, Kimley-Horn had previously performed the update for the subject watershed. Kumar noted the main goal of this update was 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 the 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. He stated the current project scope of the consultant would need to be amended to include this additional task. He noted the effort was estimated to cost an additional \$7,500. The contract would now exceed the \$50,000 staff approval threshold and would therefore require Council authorization.

Councilmember Emery moved authorize an amendment to a contract for the Willow Waterhole drainage analysis. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

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

Nays: None

Absent: Councilmember Sterling

There were no **ORDINANCES.**

11. RESOLUTIONS

- (a) Consider a resolution approving and adopting the development and planning schedule of fees.

Director of Development Services Spriggs stated that due to closures 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. He noted 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 the effort to allow for more advance notice and time for public awareness of the new development fees, staff was requesting a 30-day extension of the effective date of Resolution 20-10 until June 1, 2020. Staff would take additional measures to assure that the public was notified of the new effective date.

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

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

Nays: None

Absent: Councilmember Sterling

- (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.

Animal Shelter Manger Goffney stated that due to closure, operational suspensions/restrictions to City programs and services, and in efforts to allow for more advance notice and time for public awareness of the new development fees, staff was requesting a 30-day extension of the effective date of Resolution 20-10 until June 1, 2020. Staff would take additional measures to assure that the public was notified of the new effective date.

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

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

Nays: None

12. CITY COUNCIL ANNOUNCEMENTS

Mayor Pro Tem Preston thanked City staff, first responders and residents who have served the communities on the front line. Councilmember Edwards echoed what Mayor Pro Tem Preston stated; and, thanked the Communications Department and Mayor Ford for the event they hosted to pass out personal protective equipment (PPE) supplies. Councilmember Sterling echoed what the previous Councilmembers stated; gave kudos to Chief Berezin for responding to the Polk County rescue operations; thanked Councilmember Emery for his HGAC service; and, stated HGAC was working to have a local office in the City to serve as a workforce center. Councilmember Boney encouraged residents to take the virus seriously and wear a mask when going out. Councilmember Maroulis noted that during the special City Council meeting, they discussed the citizen survey and thanked staff for making a difference in customer service; and, he thanked the Fire and Rescue Services Department and the Police Department for everything they do for the community. Councilmember Emery thanked Councilmember Sterling for the recognition; he noted that getting a workforce center in the City was work done by Director of Economic Development Esch along with HGAC; and, he thanked Chief Berezin for his leadership and recognition of the Police Week. Mayor Ford encouraged everyone to stay safe and practice procedures to prevent the spreading of the virus; she thanked Chief Berezin and Chief Campbell for their support in the event to give away PPE to the community; and, she thanked Congressman Green for teaming up with her to provide PPE to first responders.

13. ADJOURN

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

Minutes PASSED AND APPROVED this the 18th day of May 2020.

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 **Friday, May 8, 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, 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. Absent: Councilmember Maroulis.

2. DISCUSSION/POSSIBLE ACTION

(a) Submit, consider, and discuss city manager candidates for additional screening.

Mayor Ford stated City Council took action during the last City Council meeting to move forward and screen additional candidates, provide the candidate names to City Staff to schedule the screening, and the City Attorney recommended that it be done during a public meeting.

Councilmember Edwards moved to submit and discuss the city manager candidates for additional screening. Mayor Pro Tem Preston seconded.

The Mayor stated each City Councilmember may identify their top five (5) candidates using the alphabet codes previously provided which would be tallied at the end of the meeting by the Director of Human Resources and Organizational Development.

Mayor Ford identified candidates F, AR, AB, H, and S.

Mayor Pro Tem Preston identified candidates S, H, F, AB, and AR.

Councilmember Edwards identified candidates F, S, AB, AR, and H.

Councilmember Sterling identified candidates S, L, AP, J, and F.

Councilmember Boney stated all applicants were to be submitted to the HR department so that all may be equally weighted the same.

Councilmember Emery stated all applicants were to be submitted to the HR department so that all may be equally weighted the same without candidates U, W, X, Y, AE, AF, AI, AJ, and AU as they were not qualified as noted by the Director of Human Resources and Organizational Development.

Councilmember Edwards moved to submit and discuss the city manager candidates for additional screening. Mayor Pro Tem Preston seconded. **MOTION PASSED.**

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

Nays: Councilmember Boney and Councilmember Emery

The Mayor stated City Council discussions would continue and Director of Human Resources and Organizational Development Russell would come back at the end of the meeting to tally the votes.

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

City Secretary Jackson proceeded to provide an overview of the City's boards, committees, and commissions.

Councilmember Boney moved to reappoint the candidates who would like to continue serving and interview candidates for the open and vacant positions. Councilmember Emery seconded.

Councilmember Sterling expressed concerns with reappointing everyone based on interest to continue serving again, especially if you take into account the attendance records. Mayor Ford agreed with Councilmember Sterling's comments and noted this was City Council's protocol. Councilmember Boney stated he was open to discussing candidates. Councilmember Sterling noted she reviewed the attendance policy and attendance list and noted a few candidates missed several meetings and believed they did not have time to serve. Councilmember Emery confirmed candidates who miss three consecutive meetings were reported to City Council for further action, if any. Councilmember Boney suggested to Councilmember Sterling that amendments to the approved resolutions for the Planning and Zoning Commission and Parks Board bylaws could be further discussed with each board. Councilmember Sterling expressed concerns with serving a board with excessive absences.

Mayor Pro Tem Preston stated he was not in favor of automatically reappointing individuals based on their interest to continue serving each board. He added several residents expressed interested in serving the City and they would never be able to serve if City Council kept on reappointing members.

Councilmember Boney moved to reappoint the candidates who would like to continue serving and interview candidates for the open and vacant positions. Councilmember Emery seconded. **MOTION FAILED.**

Ayes: Councilmember Boney and Councilmember Emery

Nays: Mayor Ford, Mayor Pro Tem Preston, Councilmember Edwards, and Councilmember Sterling

The Mayor requested that the agenda item be brought back during the first meeting in June with the attendance records for all city boards. Mayor Pro Tem Preston asked when the board members would need to be appointed. City Secretary Jackson stated the majority of the positions expire June 30, 2020; however, in the event they were not appointed, members would holdover until positions were appointed or reappointed. The Mayor requested that Communications send out another news release with a May 31st application deadline.

Councilmember Boney stated his motion also included a request to interview candidates for all open and vacant positions. City Attorney Iyamu stated that since his motion was a component of the previous motion, a member who voted against the motion could make that motion now. Councilmember Boney stated vacant and open positions were previously interviewed. Mayor Ford states she was open; however, someone would need to make the motion.

City Council returned to agenda item 2a to tally the votes.

Director of Human Resources and Organizational Development Russell identified the top candidates as F, S, H, AB, and AR. Mayor Ford stated to proceed with contacting the candidates for additional screening within the approved dates noted during the May 4th special City Council meeting from May 12, 2020 to May 15, 2020. Should they agree to move forward, the candidates names may be made public.

The Mayor stated she would provide a book of city manager interview questions to City Council and she would recommend that everyone choose three interview questions. City Council agreed candidates would be screened for one hour and 30 minutes.

3. ADJOURN

The special City Council meeting adjourned at 6:42 p.m.

Minutes PASSED AND APPROVED this the 18th day of May 2020.

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 **Tuesday, May 12, 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: 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. Mayor Pro Tem Preston arrived at 6:08 p.m.

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 7:10 p.m., City Council reconvened into open session. No action was taken.

5. ADJOURN

The special City Council meeting adjourned at 7:10 p.m.

Minutes PASSED AND APPROVED this the 18th day of May 2020.

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 **Wednesday, May 13, 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; Assistant City Manager Martel, City Attorney Iyamu, City Secretary Jackson, Director of Human Resources and Organizational Development Russell, Director of Communications Walker, and MCTV Producer Penalba. Absent: Interim City Manager Atkinson.

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 8:18 p.m., City Council reconvened into open session. No action was taken.

5. ADJOURN

The special City Council meeting adjourned at 8:18 p.m.

Minutes PASSED AND APPROVED this the 18th day of May 2020.

Maria Jackson, City Secretary



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 18, 2020

To: Mayor and City Council
Agenda Item: 6(b)Planned Development District No. 81 amendment (Lexington Village)
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the final 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.

City Council approved the ordinance on the first reading with no changes.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds	Amount Requested
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				Available	
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. Ortho map
3. Notice of public hearing
4. Support letter – Desi

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the final 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 4th day of May, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 18th day of May, 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.



[Handwritten Signature]
10/20/11

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 BLVD., 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;

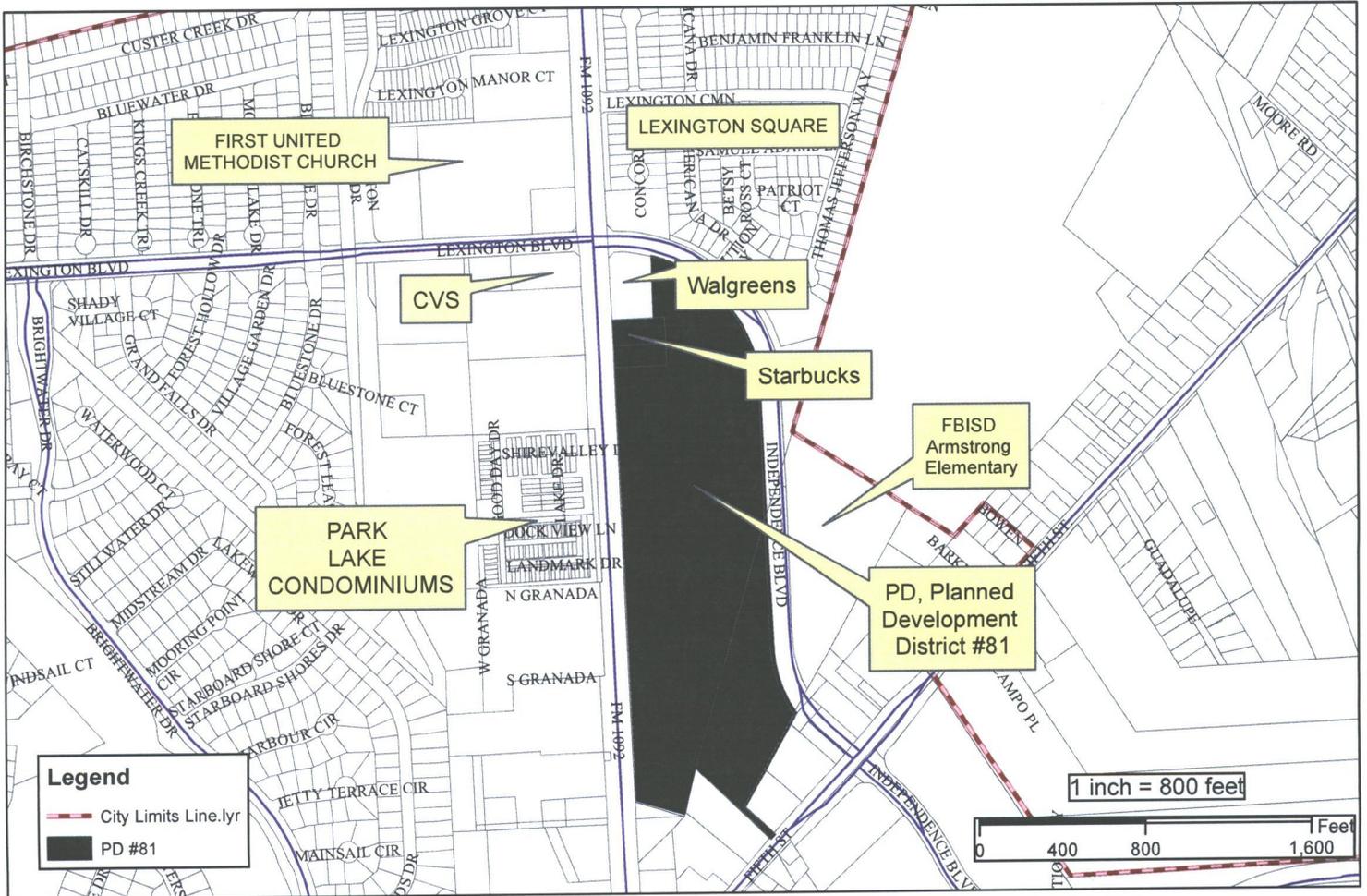
THENCE, SOUTH 28°25'26" WEST, ALONG THE EASTERLY LINE OF THE REMAINDER OF SAID 14.34-ACRE TRACT, A DISTANCE OF 446.20 TO A 5/8 INCH IRON ROD WITH A&B CAP SET AT THE CORNER OF A CALLED 1.0-ACRE TRACT RECORDED IN VOL. 624, PG. 292 OF THE FORT BEND DEED RECORDS AND THE SOUTHEAST CORNER OF SAID 14.34-ACRE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

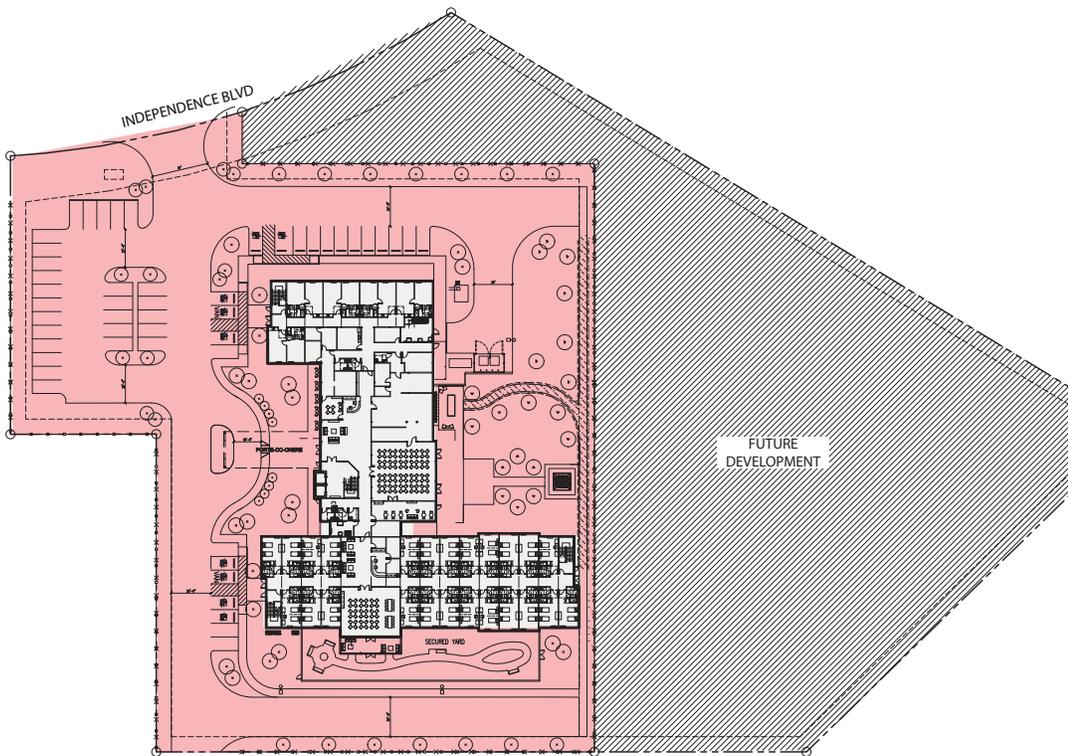


General Site Plan



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



First United Methodist Church

LEXINGTON SQUARE

LEXINGTON BLVD

Walgreens

Starbucks

Take 5 Oil Change

New Hope Lutheran Church

FBISD Armstrong Elementary School

American Legion Park

PD #81

PARK LAKE CONDOMINIUM

Legend

- City Limits Line.lyr
- PD #81



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 for further information.



Legend
--- City Limits Line
--- PD #81

Scale: 1 inch = 800 feet
0 400 800 1,600 Feet



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.

The City will be using a telephone/video conferencing tool to make the hearing available to the Commission 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.

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 18, 2020

To: Mayor and City Council
Agenda Item: 6(c) 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 final 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 final 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 final 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 4th day of May, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 18th day of May, 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

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:
 - 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.~~U~~. 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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Rendering set	Standard

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Insertion	
Deletion	
Moved from	
Moved to	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	1
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Moved to	0
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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

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.

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 18, 2020

To: Mayor and City Council
Agenda Item: 6(d) 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 4th day of May, 2020.

PASSED, APPROVED and ADOPTED on second and final reading this 18th day of May, 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 18, 2020**

7. **PUBLIC HEARINGS AND RELATED ACTIONS**
 - (a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*
-



CITY COUNCIL AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Items: 7(b)(1) Consider authorizing a revised project plan and financing plan for City TIRZ No. 3
Submitted by: E. Joyce Iyamu, City Attorney

SYNOPSIS

This item provides amendments to the Reinvestment Zone Number Three, City of Missouri City ("TIRZ 3") project plan and financing plan to account for the following: (1) the removal of the Houston Community College System (HCCS) project; (2) the revision of a road name; and (3) the revision of certain allocations and roadway improvements.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

Pursuant to Section 311.011 of the Texas Tax Code, 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 designated the zone. Such plan may be amended by the board and becomes final upon the approval of the governing body of the municipality.

On or about May 19, 2008, pursuant to Ordinance No. O-08-22, the City of Missouri City adopted a project and financing plan for TIRZ 3. The project and financing plan was amended on or about September 19, 2011, pursuant to Ordinance No. O-11-31.

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 TIRZ 3. The agreement provided for HCCS's participation in TIRZ 3 with the limitation that HCCS's tax increment contribution was to be used solely for the payment of project costs related to certain educational facilities. According to HCCS's attorney, HCCS no longer operates, and has no future plans to operate, any educational facilities within Reinvestment Zone No. 3. The HCCS facility that was previously constructed in Reinvestment Zone No. 3 was relocated to another part of the City (near the City Hall complex). Further, at the request of HCCS, both TIRZ 3 and the City have authorized the termination of the participation agreement with HCCS. This proposed amendment removes references to HCCS and the HCCS facility from the project and financing plan for TIRZ 3.

Pursuant to Ordinance No. O-17-27, the name of Sienna Christus Drive was changed to Sienna Crossing Drive. This proposed amendment removes references to "Sienna Christus" and replaces them with references to "Sienna Crossing."

On or about July 9, 2019, the City entered into an agreement with Fort Bend County for certain roadway improvements. The agreement provides that Fort Bend County will pay the lesser of 50% or \$2,020,000 of the cost of those improvements. Pursuant to a contract with the City, Sienna Plantation Management District receives all of the City's tax increment in TIRZ 3 (excluding HCCS's increment) for certain public improvements that are set forth in the TIRZ 3 project plan. The Sienna Plantation Management District has

expressed a willingness to pay for the City's portion of the cost of improvements to satisfy the County's expenditure requirement with the TIRZ 3 increment it receives. As such, the TIRZ 3 project plan needs to be amended to allocate funding accordingly and to include all of the applicable intersection improvements.

On April 30, 2020, the TIRZ 3 Board of Directors adopted the attached second amendment to the project and financing plan. Notice of this proposed amendment was published in a newspaper having general circulation on May 6, 2020.

FISCAL ANALYSIS

Upon termination of HCCS's participation, the TIRZ will no longer receive increment payments from HCCS. Since their increment was to be used for HCCS educational facilities only, there is no impact to the remaining TIRZ participants. Since last payment was received in 2016, any uncollected receivables that were recorded as deferred revenue will be reversed.

Purchasing Review: N/A
Financial/Budget Review: Allena Portis, Director of Financial Services

SUPPORTING MATERIALS

1. Ordinance and proposed amendment to TIRZ 3 project and financing plan
2. Ordinance No. O-08-22 (TIRZ 3 project and finance plan)
3. Ordinance No. O-11-31 (first amendment to TIRZ 3 project and financing plan)
4. Ordinance No. O-17-27 (street name change)

STAFF'S RECOMMENDATION

Action requested:

1. Conduct a public hearing.
2. Consider adopting the ordinance approving the second amendment to the TIRZ 3 project and financing plan.

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SECOND AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLAN; CONTAINING FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Missouri City (“City”) pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Three, City of Missouri City (the “Zone”) by Ordinance No. O-07-58, adopted on December 3, 2007; and

WHEREAS, the Board of Directors of the Zone adopted and recommended and the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plan”) for the Zone by Ordinance No. O-08-22, adopted on May 19, 2008; and

WHEREAS, the Board of Directors of the Zone adopted and recommended and the City approved amendments to the Plan for the Zone by Ordinance No. O-11-31, adopted on September 19, 2011; and

WHEREAS, on April 30, 2020, the Board of Directors of the Zone adopted the Second Amendment to the Plan for the Zone (the “Second Amendment”) and recommended the approval of the Second Amendment by City Council; and

WHEREAS, after public notice thereof was given in accordance with the law, the City Council conducted a public hearing on the proposed Second Amendment, at which property owners and other interested persons were allowed to speak; and

WHEREAS, Chapter 311 of the Texas Tax Code authorizes amendments to the Plan; and

WHEREAS, the City now desires to amend the Plan by the adoption of the Second Amendment; now, therefore,

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

Section 1. The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. The Plan is hereby amended to reflect the Second Amendment shown as Exhibit "A" attached hereto. The Second Amendment is determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Second Amendment.

Section 3. The City Secretary is directed to provide copies of the Second Amendment to each taxing unit levying ad valorem taxes in Reinvestment Zone Number Three.

Section 4. *Repeal.* All ordinances and resolutions or parts of ordinances and resolutions, if any, in conflict herewith, shall be and are hereby expressly repealed to the extent of such conflict only.

Section 5. *Severability.* If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED and APPROVED on first reading this 18th day of May, 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

EXHIBIT "A"

**SECOND AMENDMENT
to the
PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN
for
REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

This Second Amendment (the "Second Amendment") to the Project Plan and Reinvestment Zone Financing Plan (the "Project Plan") for Reinvestment Zone Number Three, City of Missouri City shall be effective upon approval by the City Council of the City of Missouri City, Texas, by ordinance. Terms defined in the Project Plan shall have the same meaning when used in this Second Amendment.

The Project Plan, adopted by Ordinance No. O-08-22 and amended by Ordinance No. O-11-31, is amended as follows:

1. Every reference to "Sienna Christus" is hereby deleted and substituted with "Sienna Crossing Drive."
2. The chart reflecting the Project Overview and Costs, as set forth on Page 6, is hereby amended as follows:
 - a. Under the first project under "Intersection Improvements," add "McKeever Road" to the list of intersections to read: "Sienna Pkwy @ SH6, Sienna Springs Blvd., Sienna Ranch Road, Trammel Fresno, Watts Plantation, Fort Bend Pkwy, Sienna Christus Drive, and McKeever Road."
 - b. Under the first project under "Intersection Improvements," for the "Tax Increment Reinvestment Zone No. 3" project amount, delete "\$2,300,000" and substitute it with "\$3,300,000."
 - c. Under the second project under "Intersection Improvements," for the "Tax Increment Reinvestment Zone No. 3" project amount, delete "\$2,400,000" and substitute it with "\$1,400,000."
 - d. Delete the project "Houston Community College Educational Facilities" in its entirety.
3. On Pages 13 and 18, delete all references to Houston Community College and related information.
4. The chart reflecting the Projects and the Estimated Project Costs, as set forth on Page 14, is hereby amended by deleting in its entirety the chart reflecting the Projects and the Estimated Project Costs and substituting such chart with the chart attached hereto.

IN TESTIMONY OF WHICH, THIS SECOND AMENDMENT has been approved by Reinvestment Zone Number Three, City of Missouri City, and the City of Missouri City, Texas as of the dates below stated.

CITY OF MISSOURI CITY, TEXAS

By: _____
Yolanda Ford, Mayor

Date: _____

ATTEST:

Maria Jackson, City Secretary

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

By: _____
Joe Workman, Chairperson

Date: _____

ATTEST:

_____, Secretary

**Reinvestment Zone Number Three, City of Missouri City
Chart of Estimated Project Costs, Page 14
Project Plan**

Current Projects	Reinvestment Zone Number Three
New Roadway Construction	
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 Parkway Tollroad Corridor ¹	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
Sienna Ranch & Sienna Springs West ²	\$4,250,000
Roadway Improvements	
Sound buffer device along Sienna Pkwy	\$500,000
Pedestrian Tunnel under Sienna Pkwy	\$1,000,000
Intersection Improvements	
Sienna Pkwy @ the following intersections: SH 6, Sienna Springs Blvd, Sienna Ranch Road, Trammel Fresno Road, Watts Plantation Road, Fort Bend Pkwy, Sienna Christus Drive, and McKeever Road	\$3,300,000
SH 6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$1,400,000
Sienna Springs Blvd	\$450,000
Sienna Ranch @ 5 locations ³	\$1,900,000
Structured Parking Garage	
\$6,750,000	
Decorative Signage, Landscaping, Enhancements	
Herrin, Gould, Zeringue Tract—General, Retail, Commercial	\$400,000
PD8/PD53—General Retail, Commercial @ SH6, Town Center, Office, Live Work, etc.	\$3,900,000
Sienna Ranch & Sienna Springs West ⁴	\$1,100,000

¹ Includes Feeder Road from Sienna Ranch Road to Sienna Parkway (within the FBTR ROW) and sound protection walls adjacent to future residential areas plus \$500k for SP improvements at Intersection (\$600k to \$700k could be FBTR reimbursed).

² Roadway construction for Sienna Ranch Road (SRR) and Sienna Springs Blvd. (SSB) West with ½ section bridge over Flat Bank Creek.

³ Intersection improvements at SRR at Discovery Lane, SSB, and two un-named intersections south of FBTR (4 total).

⁴ Lighting, sidewalks and landscaping within the ROW on SRR and SSB West.

PD35/PD36—General, Retail, Commercial	\$600,000
Zone Administration and Legal (City)	\$1,800,000
Project Totals	\$39,000,000

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 5th day of May, 2008

PASSED, APPROVED and ADOPTED on second and final reading this 15th 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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Appendix

Schedule A Commercial Build Out

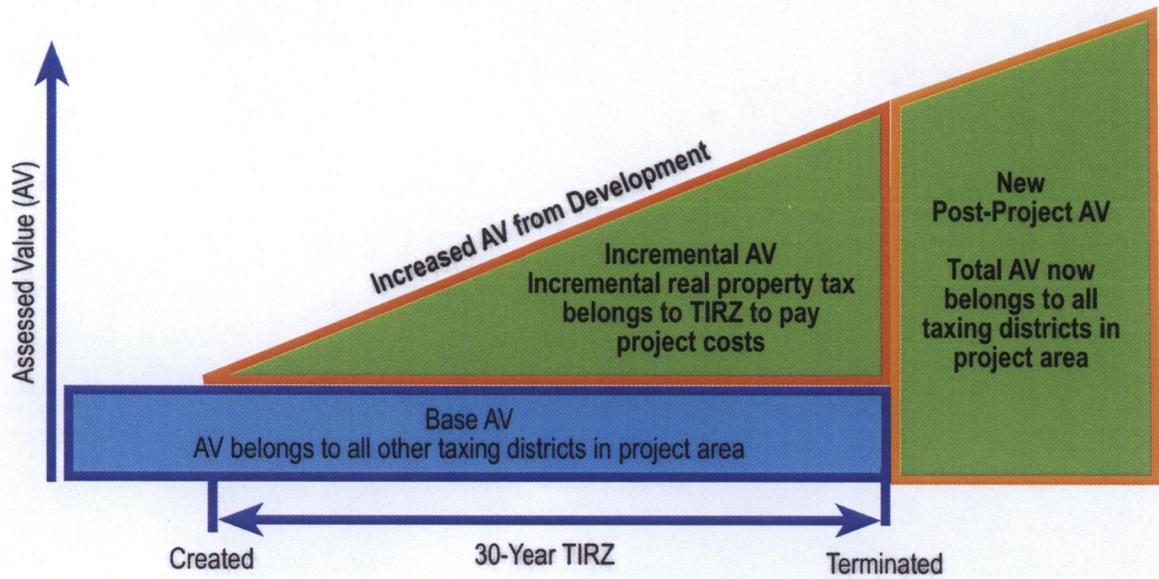
Schedule B Projected Assessed Taxable Valuations

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.

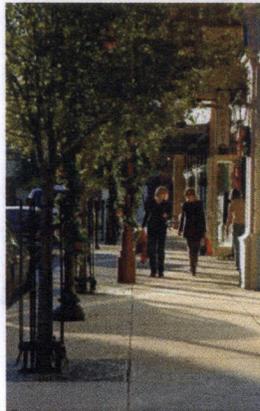
Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As new development occurs in the Zone due to the provision of new infrastructure, the value of real property increases.

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
New Roadway Construction				
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
Roadway Improvements				
Sound Buffer Device along Sienna Parkway				\$500,000
Pedestrian Tunnel Under Sienna Pkwy				\$1,500,000
Intersection Improvements				
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
Structured Parking Garage				
				\$13,500,000
Water Sewer Drainage				
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	
Levees, Detention and Reclamation Improvements				
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		
Decorative Signage, Landscaping, Enhancements				
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
Houston Community College Educational Facilities				
				\$6,916,772
Zone Administration and Legal (30 years)				
				\$1,800,000
Project Totals	\$31,475,863	\$5,994,226	\$7,448,972	\$45,916,772
				\$90,835,833

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).

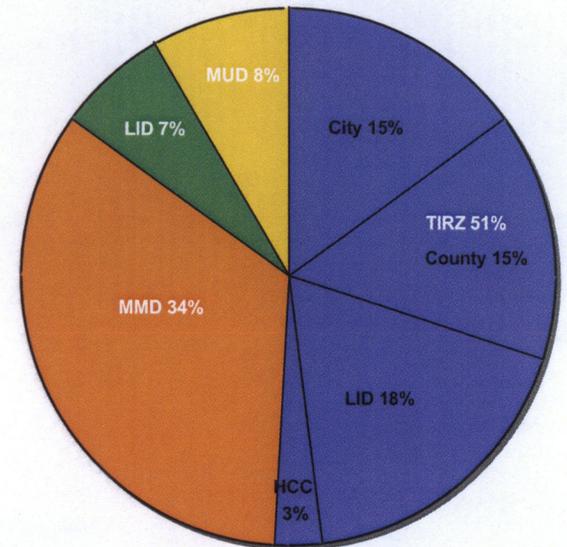
Project Overview and Costs

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

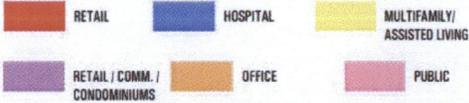
1. Map showing existing uses and conditions of real property in the zone and a map showing proposed improvements to and proposed uses of that property.

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.

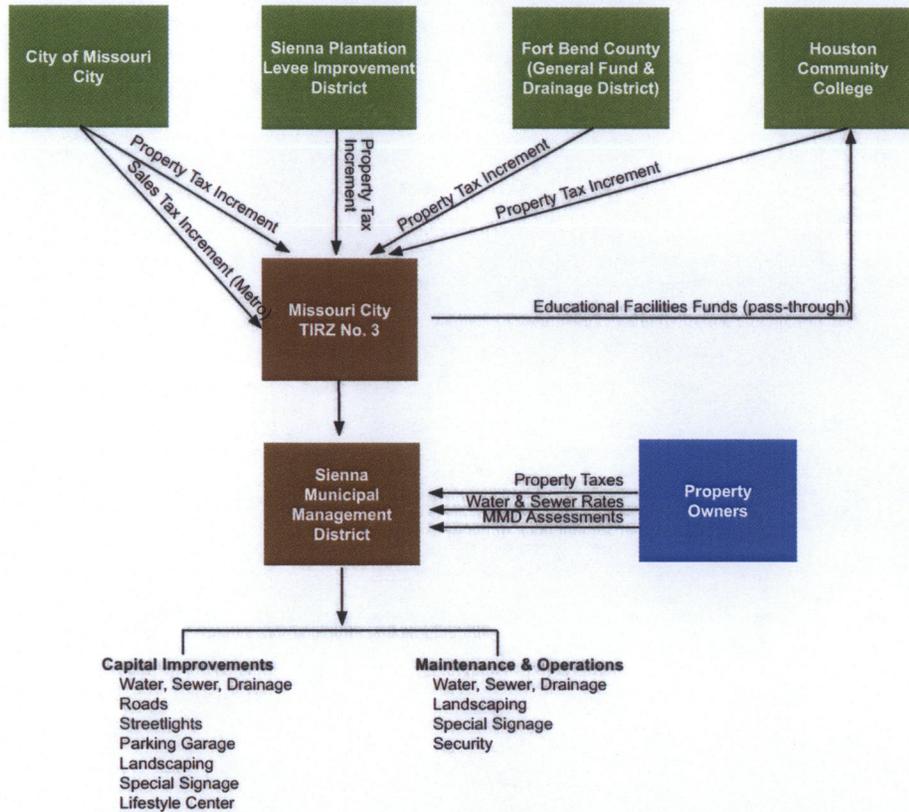
Method of Relocation
4. A statement of a method of relocating persons to be displaced as a result of implementing the plan.

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
New Roadway Construction			
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		
Water Sewer Drainage			
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
Levee, Detention and Reclamation Improvements			
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	
Project Totals	\$31,475,863	\$5,994,226	\$7,448,972

- 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
New Roadway Construction	
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
Roadway Improvements	
Sound Buffer Device along Sienna Parkway	\$500,000
Pedestrian Tunnel Under Sienna Pkwy	\$1,500,000
Intersection Improvements	
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
Structured Parking Garage (Two)	\$13,500,000
Decorative Signage, Landscaping, Enhancements	
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
Houston Community College Educational Facilities	\$6,916,772
Zone Administration and Legal (30 years)	\$1,800,000
Project Totals	\$45,916,772

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)

Commercial Project Values	2007		2008		2009		2010		2011		2012		2013		2014		
	Square Feet	Captured Value (K)															
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	
Total Captured Value		\$0		\$41,300		\$70,000		\$80,325		\$62,650		\$52,325		\$0		\$0	\$306,600
Cumulative Captured Value		\$0		\$41,300		\$111,300		\$191,625		\$254,275		\$306,600		\$306,600		\$306,600	

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
			\$41,256,350		\$41,007,400		\$1,487,430		\$47,928,300		\$7,638,201	\$139,523,661

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	408,000	465,000								
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	444,900								
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	444,900	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	332,400	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	115,500					
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	197,700	115,500	103,800				
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	197,700	115,500	103,800				
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	197,700	115,500	103,800	78,900			
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	197,700	115,500	103,800	78,900			
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	197,700	115,500	103,800	78,900	117,700		
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	197,700	115,500	103,800	78,900	115,300		
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	197,700	115,500	103,800	78,900	112,900		
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	197,700	115,500	103,800	78,900	115,350		
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	197,700	115,500	103,800	112,850		
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	197,700	115,500	103,800	78,900	114,800		
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	197,700	115,500	103,800	78,900	116,850		
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	197,700	115,500	103,800	78,900	118,200		
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	197,700	115,500	103,800	78,900	114,600		
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	197,700	115,500	103,800	78,900	115,850		
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	197,700	115,500	103,800	78,900	116,800		
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	197,700	115,500	103,800	78,900	117,450		
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	197,700	115,500	103,800	78,900	117,800		
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	197,700	115,500	103,800	78,900	117,850		
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	510,600	589,200	570,450	433,200	197,700	115,500	103,800	78,900	117,600		
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	197,700	115,500	103,800	78,900	117,050		
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	197,700	115,500	103,800	78,900	116,200		
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	197,700	115,500	103,800	78,900	115,050		
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	197,700	115,500	103,800	78,900	118,450		
										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	191,850	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	207.36%	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	16,546.470	197.40%	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	12,342.344	147.57%	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	8,156.768		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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www.hhcllp.com

ORDINANCE NO. O-11-31

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE FIRST AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLAN; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY

* * * * *

WHEREAS, the City Council of the City of Missouri City ("City") pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Three, City of Missouri City (the "Zone") by Ordinance No. O-07-58, adopted on December 3, 2007; and

WHEREAS, the Board of Directors of the Zone adopted and recommended and the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plan") for the Zone by Ordinance No. O-08-22, adopted on May 19, 2008; and

WHEREAS, the Board of Directors of the Zone considered and adopted the First Amendment to the Project Plan and Reinvestment Zone Financing Plan for the Zone (the "First Amendment") and recommended the First Amendment for approval by City Council; and

WHEREAS, after public notice thereof was given in accordance with the law, the City Council conducted a public hearing on September 6, 2011, on the proposed First Amendment, at which property owners and other interested persons were allowed to speak; and

WHEREAS, evidence was received and presented at the public hearing in favor of the First Amendment; and

WHEREAS, Chapter 311 of the Texas Tax Code authorizes the amendments to the Plan; and

WHEREAS, the City now desires to amend the Plan by the adoption of the First Amendment; now, therefore,

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

Section 1. The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. The Plan is hereby amended to reflect the First Amendment shown as Exhibit A attached hereto. The First Amendment is determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the First Amendment.

Section 3. The City Secretary is directed to provide copies of the First Amendment to each taxing unit levying ad valorem taxes in the Zone.

Section 4. All ordinances and resolutions or parts of ordinances and resolutions, if any, in conflict herewith, shall be and are hereby expressly repealed to the extent of such conflict only.

Section 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, TEX. GOV'T CODE ANN., Ch. 551; and that this meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED and APPROVED on first reading this 6th day of September, 2011.

PASSED, APPROVED and ADOPTED on second and final reading this 19th
day of September, 2011.



Allen Owen, Mayor

ATTEST:


Maria Gonzalez, City Secretary

APPROVED AS TO FORM:


Caroline Kelley, City Attorney

Exhibit A

**FIRST AMENDMENT
to the
PROJECT PLAN
for
REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY**

This First Amendment (the "First Amendment") to the Project Plan (the "Project Plan") for Reinvestment Zone Number Three, City of Missouri City shall be effective upon approval by the City Council of the City of Missouri City, Texas. Terms defined in the Project Plan shall have the same meaning when used in this First Amendment.

The Project Plan is amended as followed:

1. The chart reflecting the Projects and the Estimated Project Costs, as set forth on Page 14 of the Project Plan, adopted by Ordinance No. O-08-22, is replaced by the chart reflecting the Projects and the Estimated Project Costs attached hereto.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT has been approved by Reinvestment Zone Number Three, City of Missouri City, the Missouri City Development Authority, and the City of Missouri City, Texas as of the dates below stated.

CITY OF MISSOURI CITY, TEXAS

By: _____
Allen Owen, Mayor

ATTEST:

Date: _____

Maria Gonzalez, Interim City Secretary

**MISSOURI CITY DEVELOPMENT
AUTHORITY**

By: _____
Allen Owen, President

ATTEST:

Date: _____

Danny Nguyen, Secretary

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

By: _____
Ron Lee, Chairperson

ATTEST:

Date: _____

Joe Workman, Secretary

**Reinvestment Zone Number Three, City of Missouri City
Chart of Estimated Project Costs, Page 14
Project Plan**

Current Projects	Reinvestment Zone Number Three
New Roadway Construction	
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 Parkway Tollroad Corridor. ¹	\$5,250,000
Village Center Roads	\$2,000,000
Trammel Fresno Road	\$1,500,000
Sienna Ranch & Sienna Springs West²	\$4,250,000
Roadway Improvements	
Sound buffer device along Sienna Pkwy	\$500,000
Pedestrian Tunnel under Sienna Pkwy	\$1,000,000
Intersection Improvements	
Sienna Pkwy @ SH 6, Sienna Springs Blvd, Sienna Ranch Road, Trammel Fresno Road, Watts Plantation Road, Fort Bend Pkwy, Sienna Christus Drive	\$2,300,000
SH 6 @ Sienna Ranch Road, Sienna Christus Drive, Wells Fargo	\$2,400,000
Sienna Springs Blvd	\$450,000
Sienna Ranch @ 5 locations ³	\$1,900,000
Structured Parking Garage	\$6,750,000
Decorative Signage, Landscaping, Enhancements	
Herrin, Gould, Zeringue Tract—General, Retail, Commercial	\$400,000
PD8/PD53—General Retail, Commercial @ SH6,	\$3,900,000

¹ Includes Feeder Road from Sienna Ranch Road to Sienna Parkway (within the FBTR ROW) and sound protection walls adjacent to future residential areas plus \$500k for SP improvements at Intersection (\$600k to \$700k could be FBTR reimbursed).

² Roadway construction for Sienna Ranch Road (SRR) and Sienna Springs Blvd. (SSB) West with ½ section bridge over Flat Bank Creek.

³ Intersection improvements at SRR at Discovery Lane, SSB, and two un-named intersections south of FBTR (4 total).

Town Center, Office, Live Work, etc.	
Sienna Ranch & Sienna Springs West⁴	\$1,100,000
PD35/PD36—General, Retail, Commercial	\$600,000
Houston Community College Educational Facilities⁵	\$6,916,772
Zone Administration and Legal (City)	\$1,800,000
Project Totals	\$45,916,772

⁴ Lighting, sidewalks and landscaping within the ROW on SRR and SSB West.

⁵ HCC Educational Facilities costs are not reflected in the Bond Analysis and Debt Service Requirements (Appendix 1)

* Sienna Plantation MUD #12 has installed water, sewer, and drainage facilities within the TIRZ at an estimated cost of \$1,000,000.

ORDINANCE NO. O-17-27

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
CHANGING THE NAME OF SIENNA CHRISTUS DRIVE, A PUBLIC
STREET LOCATED IN THE CITY OF MISSOURI CITY, TEXAS, TO
SIENNA CROSSING DRIVE.

* * * * *

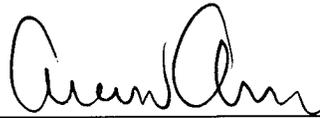
WHEREAS, Chapter 16 of the Missouri City Code provides for the naming of city streets; now therefore,

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

Section 1. The name of that roadway located within the City of Missouri City and known as Sienna Christus Drive as depicted on Exhibit "A," attached hereto and made a part hereof, is hereby changed to Sienna Crossing Drive.

PASSED and APPROVED on first reading this 7th day of August, 2017.

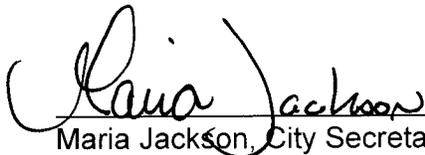
PASSED, APPROVED and ADOPTED on second and final reading this 21st day of August, 2017.

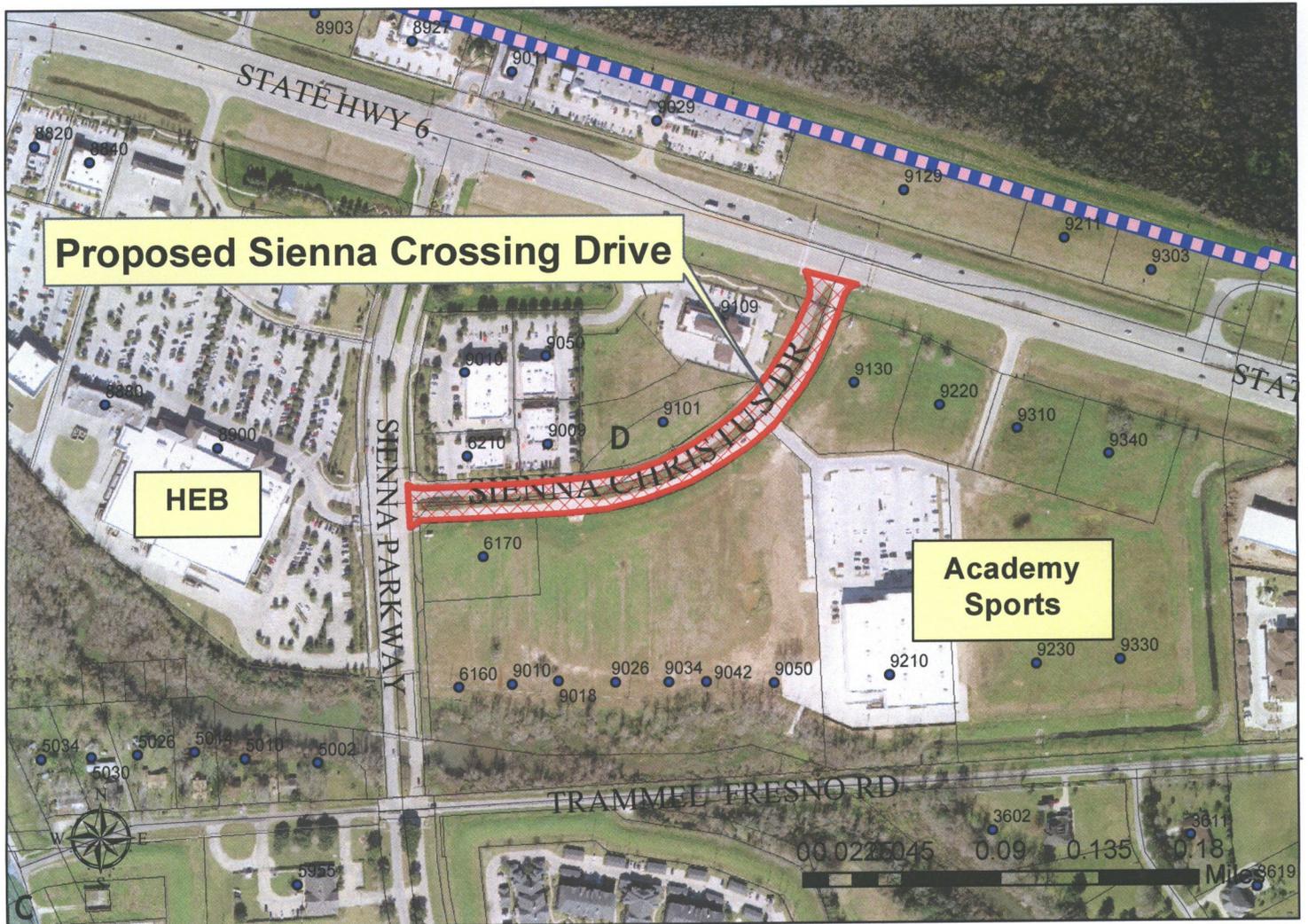


Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:


Maria Jackson, City Secretary
E. Joyce Lyamu, City Attorney





**Council Agenda Item
May 4, 2020**

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



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 18, 2020

To: Mayor and City Council
Agenda Item: 9(a) Consider authorizing the execution of a contract for the Waterfall Drive Reconstruction Project.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Staff requests authorization for the City Manager to execute a contract with Conrad Construction Company, Ltd. for the Waterfall Drive Reconstruction Project.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

BACKGROUND

In March 2020, Public Works along with the Purchasing Division, prepared and advertised an Invitation for Bid – IFB No. 20-307 “ Waterfall Drive Reconstruction”. Notices were published on the Electronic State Business Daily, Demand Star, City’s website and local newspaper. City staff received seven responses to this solicitation with pricing ranging from \$2,246,641.50 to \$3,000,384.00 (See Bid Tabulation Enclosed).

Conrad Construction Company, Ltd was the lowest most responsive bidder with a total bid of \$2,246,641.50 with an anticipated 365 days to completion. The City’s contracted engineering firm (R.G. Miller) completed the process of reviewing the bids submitted and made a recommendation, of which the City Staff concurs, to award the bid and this project to Conrad Construction Company, Ltd.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	403-58700-15-999-50094	50094/Waterfall Drive Reconstruction	\$646,554	\$573,103	\$454,642
General Bond	411-58700-15-999-50094	50094/Waterfall Drive Reconstruction	\$877,000	\$877,000	\$877,000
General Bond	410-58700-40-403-50094	50094/Waterfall Drive Reconstruction	\$915,000	\$915,000	\$915,000

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Allena Portis, Director of Financial Services



April 28, 2020

Mr. Shashi Kumar, P.E.
City Engineer/Director of Public Works
1522 Texas Parkway
Missouri City, Texas 77489

Attn: Mark Law

**RE: Waterfall Drive Reconstruction;
IFB #20-307
CIP No. 50094; Project No. 2789**

Dear Mr. Kumar:

R. G. Miller Engineers, Inc. (RGME) has reviewed the bid data provided by City of Missouri City for the Waterfall Drive Reconstruction project. After thorough review, we believe the calculations of the unit bid prices provided and the bid quantities are correct with the exception of CRB Construction, Inc. Bid item 42 was calculated incorrectly, but this did not affect who the low bidder is.

The low bidder for the project was Conrad Construction Co., Ltd. They were the low bidder based on the total bid amount of \$2,246,641.50 for the base bid.

Conrad Construction Co., Ltd. has worked with City of Missouri City and has favorable reputation. Based on the bid amount and favorable reputation, RGME recommends that the project to be awarded to Conrad Construction Co., Ltd.

If there are any questions about this recommendation or if additional information is needed, please let me know.

Sincerely,
R. G. Miller Engineers

A handwritten signature in blue ink that reads 'Keith Ivy'.

Keith Ivy, P.E.
Senior Project Manager

P/4260/
\\Rgm-srv14\municipal\04260.000 Waterfall Drive Reconstruction\Construction\Bids\Waterfall Award Recommendation Letter.docx

Base Bid				1. Conrad Construction Co., Ltd.		2. RAC Industries, LLC		3. Angel Brothers Enterprises, Ltd.		4. WadeCon, LLC		5. Mar-Con Services, LLC		6. Main Lane Industries		7. CRB Construction, Inc.	
				\$	2,246,641.50	\$	2,248,420.50	\$	2,452,946.80	\$	2,545,535.00	\$	2,688,559.21	\$	2,997,604.50	\$	3,000,384.00
Item No.	Description	Est. Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
I. Base Bid																	
A. General																	
1	CONTRACTOR MOBILIZATION (NOT TO EXCEED 3% OF CONTRACT PRICE)	1	L.S.	60,000.00	60,000.00	67,000.00	67,000.00	72,000.00	72,000.00	75,000.00	75,000.00	70,265.00	70,265.00	90,000.00	90,000.00	60,000.00	60,000.00
2	PROVIDE INSURANCE AND PAYMENT AND PERFORMANCE BONDS	1	L.S.	40,000.00	40,000.00	24,000.00	24,000.00	70,000.00	70,000.00	100,000.00	100,000.00	284,131.70	284,131.70	25,000.00	25,000.00	32,000.00	32,000.00
3	FURNISH, INSTALL, MAINTAIN, AND REMOVE PROJECT SIGNS, COMPLETE IN PLACE	2	EACH	1,000.00	2,000.00	850.00	1,700.00	1,100.00	2,200.00	1,500.00	3,000.00	799.30	1,598.60	950.00	1,900.00	1,100.00	2,200.00
4	ROADWAY EXCAVATION, COMPLETE IN PLACE	5,081	CY	1.00	5,081.00	21.00	106,701.00	25.00	127,025.00	20.00	101,620.00	14.40	73,166.40	1.00	5,081.00	17.00	86,377.00
5	SALVAGE AND REINSTALL EXISTING PAVERS, LANDSCAPING AND LANDSCAPE BLOCKS AT LOCATIONS SPECIFIED ON PLANS TO RESTORE TO EXISTING OR BETTER CONDITIONS, COMPLETE IN PLACE	1	L.S.	1,500.00	1,500.00	7,500.00	7,500.00	2,400.00	2,400.00	15,000.00	15,000.00	8,625.00	8,625.00	500.00	500.00	2,000.00	2,000.00
6	SITE RESTORATION (STANDARD MAILBOXES, CLEANING, MISCELLANEOUS)	27	STA	500.00	13,500.00	740.00	19,980.00	2,500.00	67,500.00	1,000.00	27,000.00	536.70	14,490.90	500.00	13,500.00	900.00	24,300.00
7	LANDSCAPING, ELECTRICAL AND IRRIGATION FOR ENTRANCE MEDIAN, COMPLETE IN PLACE	1	EACH	4,500.00	4,500.00	10,000.00	10,000.00	4,000.00	4,000.00	15,000.00	15,000.00	6,900.00	6,900.00	750.00	750.00	12,000.00	12,000.00
8	BRICK MAILBOX REMOVAL AND RECONSTRUCTION, COMPLETE IN PLACE	28	EACH	400.00	11,200.00	1,000.00	28,000.00	1,200.00	33,600.00	1,000.00	28,000.00	862.50	24,150.00	1,000.00	28,000.00	830.00	23,240.00
9	IMPLEMENT AND MAINTAIN TREE PROTECTION PLAN, COMPLETE IN PLACE	1	L.S.	19,500.00	19,500.00	10,500.00	10,500.00	55,000.00	55,000.00	10,000.00	10,000.00	41,000.00	41,000.00	25,000.00	25,000.00	3,500.00	3,500.00
Subtotal					157,281.00		275,381.00		433,725.00		374,620.00		524,327.60		189,731.00		245,617.00
B. Paving																	
10	REMOVE AND DISPOSE OF EXISTING CONCRETE, INCLUDING CURB AND SUBGRADE	9,208	SQ. YDS.	4.50	41,436.00	4.50	41,436.00	6.00	55,248.00	5.00	46,040.00	5.00	46,040.00	3.00	27,624.00	5.50	50,644.00
11	REMOVE AND DISPOSE OF EXISTING DRIVEWAYS (ALL MATERIALS), COMPLETE IN PLACE	747	SQ. YDS.	6.00	4,482.00	3.30	2,465.10	9.00	6,723.00	10.00	7,470.00	5.00	3,735.00	3.00	2,241.00	4.00	2,988.00
12	REMOVE AND DISPOSE OF ASPHALT PAVEMENT	342	SQ. YDS.	6.00	2,052.00	4.20	1,436.40	5.00	1,710.00	10.00	3,420.00	5.00	1,710.00	2.00	684.00	5.00	1,710.00
13	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	9,404	SQ. YDS.	52.00	489,008.00	51.00	479,604.00	60.00	564,240.00	65.00	611,260.00	52.60	494,650.40	58.00	545,432.00	43.00	404,372.00
14	FURNISH AND APPLY HYDRATED LIME FOR ROADWAY SUBGRADE, AT 10% BY WEIGHT, COMPLETE IN PLACE	316	TON	195.00	61,620.00	170.00	53,720.00	200.00	63,200.00	180.00	56,880.00	195.50	61,778.00	200.00	63,200.00	200.00	63,200.00
15	PREPARATION OF 8-INCH, LIME-STABILIZED SUBGRADE, COMPLETE IN PLACE	10,465	SQ. YDS.	4.00	41,860.00	3.50	36,627.50	6.00	62,790.00	4.00	41,860.00	6.00	62,790.00	14.00	146,510.00	4.50	47,092.50
16	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE CURB, COMPLETE IN PLACE	3,833	L.F.	3.50	13,415.50	4.70	18,015.10	3.50	13,415.50	4.00	15,332.00	4.00	15,332.00	5.00	19,165.00	5.00	19,165.00
17	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE RESIDENTIAL DRIVEWAY, INCLUDING 4-INCHES OF CEMENT STABILIZED SAND SUBGRADE, COMPLETE IN PLACE	6,709	SQ. FT.	9.00	60,381.00	11.00	73,799.00	10.00	67,090.00	9.00	60,381.00	7.30	48,975.70	13.00	87,217.00	8.00	53,672.00
18	FURNISH AND INSTALL 4 1/2-INCH REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE	5,404	SQ. FT.	7.00	37,828.00	6.40	34,585.60	10.00	54,040.00	6.00	32,424.00	5.70	30,802.80	10.00	54,040.00	7.00	37,828.00
19	REMOVE EXISTING RESIDENTIAL CONCRETE WALKWAY AND REPLACE WITH NEW 4 1/2-INCH REINFORCED CONCRETE, COMPLETE IN PLACE	55	SQ. YDS.	85.00	4,675.00	51.00	2,805.00	100.00	5,500.00	100.00	5,500.00	77.70	4,273.50	100.00	5,500.00	62.00	3,410.00
20	FURNISH AND INSTALL SIDEWALK RAMP (TXDOT PED-12, TYPE 7), COMPLETE IN PLACE,	14	EACH	1,250.00	17,500.00	2,100.00	29,400.00	1,500.00	21,000.00	2,000.00	28,000.00	985.40	13,795.60	2,000.00	28,000.00	2,000.00	28,000.00
Subtotal					774,257.50		773,893.70		914,956.50		908,567.00		783,883.00		979,613.00		712,081.50

Base Bid				1. Conrad Construction Co., Ltd.		2. RAC Industries, LLC		3. Angel Brothers Enterprises, Ltd.		4. WadeCon, LLC		5. Mar-Con Services, LLC		6. Main Lane Industries		7. CRB Construction, Inc.	
				\$	2,246,641.50	\$	2,248,420.50	\$	2,452,946.80	\$	2,545,535.00	\$	2,688,559.21	\$	2,997,604.50	\$	3,000,384.00
Item No.	Description	Est. Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C	Storm Sewer																
21	REMOVE EXISTING STORM SEWER PIPE AND CULVERTS (10-INCH TO 36-INCH DIAMETER), COMPLETE IN PLACE	812	L.F.	12.00	9,744.00	21.00	17,052.00	9.00	7,308.00	20.00	16,240.00	40.50	32,886.00	25.00	20,300.00	4.50	3,654.00
22	REMOVE EXISTING STORM SEWER PIPE AND CULVERTS (42-INCH DIAMETER PIPE AND LARGER), COMPLETE IN PLACE	155	L.F.	20.00	3,100.00	24.00	3,720.00	13.00	2,015.00	40.00	6,200.00	79.90	12,384.50	30.00	4,650.00	6.00	930.00
23	REMOVE EXISTING CURB INLETS (ALL TYPES; ALL DEPTHS), COMPLETE IN PLACE	19	EACH	450.00	8,550.00	150.00	2,850.00	250.00	4,750.00	500.00	9,500.00	485.20	9,218.80	150.00	2,850.00	450.00	8,550.00
24	REMOVE EXISTING STORM SEWER MANHOLES (ALL DEPTHS), COMPLETE IN PLACE	6	EACH	600.00	3,600.00	240.00	1,440.00	250.00	1,500.00	800.00	4,800.00	735.50	4,413.00	2,000.00	12,000.00	625.00	3,750.00
25	ABANDON EXISTING 30-INCH STORM SEWER PIPE AND FILL WITH FLOWABLE GROUT, COMPLETE IN PLACE	425	L.F.	34.00	14,450.00	23.00	9,775.00	25.00	10,625.00	30.00	12,750.00	51.20	21,760.00	50.00	21,250.00	25.00	10,625.00
26	ABANDON EXISTING 36-INCH STORM SEWER PIPE AND FILL WITH FLOWABLE GROUT, COMPLETE IN PLACE	222	L.F.	45.00	9,990.00	33.00	7,326.00	28.00	6,216.00	40.00	8,880.00	68.10	15,118.20	75.00	16,650.00	35.00	7,770.00
27	ABANDON EXISTING 42-INCH STORM SEWER PIPE AND FILL WITH FLOWABLE GROUT, COMPLETE IN PLACE	225	L.F.	59.00	13,275.00	45.00	10,125.00	32.00	7,200.00	52.00	11,700.00	81.50	18,337.50	90.00	20,250.00	48.00	10,800.00
28	ABANDON EXISTING 48-INCH STORM SEWER PIPE AND FILL WITH FLOWABLE GROUT, COMPLETE IN PLACE	289	L.F.	75.00	21,675.00	60.00	17,340.00	44.00	12,716.00	70.00	20,230.00	109.60	31,674.40	100.00	28,900.00	64.00	18,496.00
29	ABANDON EXISTING STORM SEWER MANHOLE (ALL DEPTHS), COMPLETE IN PLACE	1	EACH	2,500.00	2,500.00	500.00	500.00	550.00	550.00	1,000.00	1,000.00	2,000.00	2,000.00	1,200.00	1,200.00	2,900.00	2,900.00
30	FURNISH AND INSTALL TYPE H-2 INLET, COMPLETE IN PLACE	19	EACH	3,150.00	59,850.00	2,700.00	51,300.00	3,200.00	60,800.00	4,000.00	76,000.00	3,038.50	57,731.50	5,200.00	98,800.00	4,500.00	85,500.00
31	FURNISH AND INSTALL STORM SEWER MANHOLE (FOR 42-INCH DIAMETER PIPE AND SMALLER) (8-FEET DEEP OR LESS), COMPLETE IN PLACE	10	EACH	3,900.00	39,000.00	3,300.00	33,000.00	2,800.00	28,000.00	4,000.00	40,000.00	4,651.60	46,516.00	6,000.00	60,000.00	4,200.00	42,000.00
32	FURNISH AND INSTALL STORM SEWER MANHOLE (FOR 48-INCH DIAMETER PIPE AND SMALLER) (MORE THAN 8-FEET DEEP), COMPLETE IN PLACE	9	EACH	9,850.00	88,650.00	7,900.00	71,100.00	7,000.00	63,000.00	6,000.00	54,000.00	11,000.00	99,000.00	10,000.00	90,000.00	13,000.00	117,000.00
33	FURNISH AND INSTALL STORM SEWER MANHOLE OVER EXISTING 24-INCH RCP, COMPLETE IN PLACE	6	EACH	3,500.00	21,000.00	4,500.00	27,000.00	2,800.00	16,800.00	5,000.00	30,000.00	3,732.30	22,393.80	7,000.00	42,000.00	4,200.00	25,200.00
34	FURNISH AND INSTALL S.E.T. (TYPE II) FOR 24-INCH REINFORCED CONCRETE PIPE WITH PIPE RUNNER, COMPLETE IN PLACE	1	EACH	1,750.00	1,750.00	3,000.00	3,000.00	1,900.00	1,900.00	3,000.00	3,000.00	2,116.70	2,116.70	5,000.00	5,000.00	2,600.00	2,600.00
35	FURNISH AND INSTALL 24-INCH REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH RUBBER GASKET JOINTS, CLASS "A-A" BEDDING AND BACKFILL. COMPLETE IN PLACE	878	L.F.	111.00	97,458.00	100.00	87,800.00	94.00	82,532.00	110.00	96,580.00	133.10	116,861.80	160.00	140,480.00	155.00	136,090.00
36	FURNISH AND INSTALL 30-INCH REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH RUBBER GASKET JOINTS, CLASS "A-A" BEDDING AND BACKFILL. COMPLETE IN PLACE	261	L.F.	138.00	36,018.00	130.00	33,930.00	110.00	28,710.00	140.00	36,540.00	154.40	40,298.40	180.00	46,980.00	177.00	46,197.00
37	FURNISH AND INSTALL 36-INCH REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH RUBBER GASKET JOINTS, CLASS "A-A" BEDDING AND BACKFILL. COMPLETE IN PLACE	297	L.F.	188.00	55,836.00	180.00	53,460.00	145.00	43,065.00	210.00	62,370.00	176.80	52,509.60	200.00	59,400.00	235.00	69,795.00
38	FURNISH AND INSTALL 48-INCH REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH RUBBER GASKET JOINTS, CLASS "A-A" BEDDING AND BACKFILL. COMPLETE IN PLACE	1,020	L.F.	265.00	270,300.00	310.00	316,200.00	310.00	316,200.00	295.00	300,900.00	297.80	303,756.00	400.00	408,000.00	447.00	455,940.00
39	FURNISH, INSTALL AND MAINTAIN TRENCH SAFETY SYSTEM, COMPLETE IN PLACE	2,456	L.F.	1.00	2,456.00	4.40	10,806.40	1.50	3,684.00	10.00	24,560.00	1.00	2,456.00	3.00	7,368.00	9.00	22,104.00
40	FURNISH AND INSTALL POP-UP DRAINAGE EMITTER ASSEMBLY BEHIND BACK OF CURB (FOR 2-INCH TO 6-INCH DIAMETER PIPE), COMPLETE IN PLACE	4	EACH	500.00	2,000.00	570.00	2,280.00	315.00	1,260.00	2,500.00	10,000.00	442.10	1,768.40	500.00	2,000.00	480.00	1,920.00
	Subtotal				761,202.00		760,004.40		698,831.00		825,250.00		893,200.60		1,088,078.00		1,071,821.00

Item No.	Description	Est. Qty.	UOM	1. Conrad Construction Co., Ltd.		2. RAC Industries, LLC		3. Angel Brothers Enterprises, Ltd.		4. WadeCon, LLC		5. Mar-Con Services, LLC		6. Main Lane Industries		7. CRB Construction, Inc.	
				Base Bid													
				\$	2,246,641.50	\$	2,248,420.50	\$	2,452,946.80	\$	2,545,535.00	\$	2,688,559.21	\$	2,997,604.50	\$	3,000,384.00
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C WATER LINE AND SANITARY SEWER																	
41	ADJUST EXISTING FIRE HYDRANT TO NEW GRADE, COMPLETE IN PLACE	6	EACH	500.00	3,000.00	440.00	2,640.00	375.00	2,250.00	1,500.00	9,000.00	528.10	3,168.60	2,000.00	12,000.00	980.00	5,880.00
42	ADJUST EXISTING WATER VALVE TO NEW GRADE, COMPLETE IN PLACE	11	EACH	500.00	5,500.00	88.00	968.00	175.00	1,925.00	500.00	5,500.00	40.00	440.00	1,500.00	16,500.00	426.00	4,686.00
43	REMOVE EXISTING WATER LINE, COMPLETE IN PLACE.	490	L.F.	15.00	7,350.00	18.00	8,820.00	3.80	1,862.00	10.00	4,900.00	22.40	10,976.00	15.00	7,350.00	14.00	6,860.00
44	FURNISH AND INSTALL 8-INCH PVC WATERLINE (AWWA C-900, DR-18), INCLUDING ALL FITTINGS, COMPLETE IN PLACE.	490	L.F.	180.00	88,200.00	130.00	63,700.00	84.00	41,160.00	60.00	29,400.00	128.30	62,867.00	130.00	63,700.00	228.00	111,720.00
45	FURNISH AND INSTALL 8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	6	EACH	1,750.00	10,500.00	890.00	5,340.00	1,300.00	7,800.00	1,500.00	9,000.00	1,410.60	8,463.60	2,500.00	15,000.00	1,867.00	11,202.00
46	PERFORM 8-INCH WET CONNECTION, COMPLETE IN PLACE	19	EACH	1,250.00	23,750.00	1,400.00	26,600.00	600.00	11,400.00	2,000.00	38,000.00	864.70	16,429.30	2,000.00	38,000.00	6,188.00	117,572.00
47	ADJUST EXISTING WATER METER TO NEW GRADE, COMPLETE IN PLACE	27	EACH	350.00	9,450.00	150.00	4,050.00	185.00	4,995.00	500.00	13,500.00	40.00	1,080.00	3,000.00	81,000.00	500.00	13,500.00
48	FURNISH AND INSTALL WATER METER, COMPLETE IN PLACE	6	EACH	850.00	5,100.00	660.00	3,960.00	950.00	5,700.00	2,000.00	12,000.00	968.40	5,810.40	3,000.00	18,000.00	45,000.00	270,000.00
49	ADJUST EXISTING WATER SERVICE LEAD, COMPLETE IN PLACE	6	EACH	500.00	3,000.00	1,300.00	7,800.00	750.00	4,500.00	1,500.00	9,000.00	1,082.90	6,497.40	2,000.00	12,000.00	1,920.00	11,520.00
50	ADJUST EXISTING SANITARY MANHOLE TO NEW GRADE, COMPLETE IN PLACE	5	EACH	600.00	3,000.00	440.00	2,200.00	300.00	1,500.00	800.00	4,000.00	377.70	1,888.50	3,000.00	15,000.00	1,600.00	8,000.00
51	REMOVE EXISTING 8-INCH SANITARY SEWER, COMPLETE IN PLACE	261	L.F.	20.00	5,220.00	24.00	6,264.00	2.50	652.50	20.00	5,220.00	47.80	12,475.80	100.00	26,100.00	21.00	5,481.00
52	FURNISH AND INSTALL 5-FOOT DIAMETER SANITARY SEWER MANHOLE WITH 6" INTERNAL DROP OVER EXISTING 8-INCH SANITARY SEWER, COMPLETE IN PLACE	4	EACH	13,750.00	55,000.00	4,900.00	19,600.00	10,500.00	42,000.00	7,500.00	30,000.00	7,120.30	28,481.20	11,000.00	44,000.00	14,500.00	58,000.00
53	SANITARY SEWER EPOXY COATING (RAVEN 405, STRONG SEAL EPOXY, VERSAFLEX FE 100, OR APPROVED EQUAL), COMPLETE IN PLACE	117	V.F.	225.00	26,325.00	100.00	11,700.00	180.00	21,060.00	10.00	1,170.00	217.40	25,435.80	157.00	18,369.00	100.00	11,700.00
54	FURNISH AND INSTALL 8-INCH PVC (ASTM D-3034, SDR 26) SANITARY SEWER, COMPLETE IN PLACE	261	L.F.	215.00	56,115.00	93.00	24,273.00	100.00	26,100.00	70.00	18,270.00	222.70	58,124.70	250.00	65,250.00	285.00	74,385.00
55	FURNISH AND INSTALL 6-INCH PVC DROP STRUCTURE SANITARY SEWER, COMPLETE IN PLACE	4	EACH	100.00	400.00	3,100.00	12,400.00	675.00	2,700.00	2,500.00	10,000.00	1,970.30	7,881.20	2,000.00	8,000.00	800.00	3,200.00
56	CONNECT PROPOSED 8-INCH SANITARY SEWER TO EXISTING MANHOLE, COMPLETE IN PLACE	4	EACH	1,500.00	6,000.00	2,000.00	8,000.00	700.00	2,800.00	1,500.00	6,000.00	2,100.00	8,400.00	2,000.00	8,000.00	5,800.00	23,200.00
	Subtotal				307,910.00		208,315.00		178,404.50		204,960.00		258,419.50		448,269.00		736,906.00
D Traffic Control																	
57	INSTALL, MAINTAIN AND REMOVE CONSTRUCTION TRAFFIC CONTROL, INCLUDING SIGNAGE, DRUMS, CONES, FLAGGERS AND BARRICADES. COMPLETE IN PLACE	1	L.S.	47,350.00	47,350.00	35,000.00	35,000.00	25,000.00	25,000.00	50,000.00	50,000.00	23,000.00	23,000.00	40,000.00	40,000.00	21,000.00	21,000.00
58	PROVIDE TEMPORARY LOCATION AND RELOCATION OF RESIDENTIAL MAILBOXES, COMPLETE IN PLACE	29	EACH	75.00	2,175.00	350.00	10,150.00	200.00	5,800.00	100.00	2,900.00	226.80	6,577.20	400.00	11,600.00	138.00	4,002.00
59	CONSTRUCT AND REMOVE TEMPORARY DRIVEWAY, COMPLETE IN PLACE	33	EACH	450.00	14,850.00	560.00	18,480.00	700.00	23,100.00	100.00	3,300.00	777.77	25,666.41	1,500.00	49,500.00	810.00	26,730.00
	Subtotal				64,375.00		63,630.00		53,900.00		56,200.00		55,243.61		101,100.00		51,732.00
E Signing & Striping																	
60	FURNISH AND APPLY REFLECTORIZED PAVEMENT MARKING, TYPE I (THERMOPLASTIC) 24-INCH WHITE SOLID STIPING, COMPLETE IN PLACE	38	L.F.	15.00	570.00	8.00	304.00	7.30	277.40	10.00	380.00	6.90	262.20	5.00	190.00	9.50	361.00
61	FURNISH AND APPLY REFLECTORIZED PAVEMENT MARKING, TYPE I (THERMOPLASTIC) 6-INCH WHITE SOLID STIPING, COMPLETE IN PLACE	2,994	L.F.	3.00	8,982.00	1.30	3,892.20	0.70	2,095.80	3.00	8,982.00	1.40	4,191.60	0.60	1,796.40	2.00	5,988.00
62	FURNISH AND APPLY REFLECTORIZED PAVEMENT MARKING, TYPE I (THERMOPLASTIC) DOUBLE 4-INCH YELLOW SOLID STIPING, COMPLETE IN PLACE	1,186	L.F.	4.00	4,744.00	1.70	2,016.20	0.60	711.60	1.00	1,186.00	2.00	2,372.00	0.85	1,008.10	1.00	1,186.00
63	FURNISH AND APPLY REFLECTORIZED PAVEMENT MARKING, TYPE I (THERMOPLASTIC) 24-INCH YELLOW SOLID STIPING, COMPLETE IN PLACE	23	L.F.	15.00	345.00	8.00	184.00	8.00	184.00	10.00	230.00	6.90	158.70	6.00	138.00	9.50	218.50
64	FURNISH AND APPLY REFLECTORIZED 4-INCH TYPE II (A-A) PAVEMENT MARKER, COMPLETE IN PLACE	94	EACH	10.00	940.00	5.00	470.00	5.00	470.00	10.00	940.00	4.60	432.40	4.00	376.00	6.00	564.00
65	FURNISH AND APPLY REFLECTORIZED 4-INCH TYPE II (BLUE) PAVEMENT MARKER, COMPLETE IN PLACE	6	EACH	25.00	150.00	10.00	60.00	8.00	48.00	20.00	120.00	12.70	76.20	10.00	60.00	6.00	36.00
66	REMOVE AND REPLACE EXISTING TRAFFIC SIGNS AND POSTS, COMPLETE IN PLACE	1	L.S.	100.00	100.00	40.00	40.00	6,100.00	6,100.00	5,000.00	5,000.00	2,000.00	2,000.00	6,800.00	6,800.00	5,600.00	5,600.00
67	FURNISH AND APPLY REFLECTIVE HOUSE NUMBER PAINT ON CURB (MATCH EXISTING COLORS AND DESIGN), COMPLETE IN PLACE	23	EACH	100.00	2,300.00	150.00	3,450.00	21.00	483.00	100.00	2,300.00	40.00	920.00	50.00	1,150.00	42.00	966.00
68	FURNISH AND APPLY REFLECTIVE STRAIGHT ARROW MARKER, COMPLETE IN PLACE	21	EACH	300.00	6,300.00	170.00	3,570.00	150.00	3,150.00	150.00	3,150.00	143.80	3,019.80	110.00	2,310.00	180.00	3,780.00
69	FURNISH AND APPLY REFLECTIVE RIGHT ARROW MARKER, COMPLETE IN PLACE	1	EACH	300.00	300.00	170.00	170.00	135.00	135.00	150.00	150.00	143.80	143.80	130.00	130.00	180.00	180.00

Base Bid				1. Conrad Construction Co., Ltd.		2. RAC Industries, LLC		3. Angel Brothers Enterprises, Ltd.		4. WadeCon, LLC		5. Mar-Con Services, LLC		6. Main Lane Industries		7. CRB Construction, Inc.	
				\$ 2,246,641.50		\$ 2,248,420.50		\$ 2,452,946.80		\$ 2,545,535.00		\$ 2,688,559.21		\$ 2,997,604.50		\$ 3,000,384.00	
Item No.	Description	Est. Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
70	FURNISH AND APPLY REFLECTIVE LEFT ARROW MARKER, COMPLETE IN PLACE	1	EACH	300.00	300.00	170.00	170.00	135.00	135.00	150.00	150.00	143.80	143.80	130.00	130.00	180.00	180.00

Base Bid				1. Conrad Construction Co., Ltd.		2. RAC Industries, LLC		3. Angel Brothers Enterprises, Ltd.		4. WadeCon, LLC		5. Mar-Con Services, LLC		6. Main Lane Industries		7. CRB Construction, Inc.	
				\$	2,246,641.50	\$	2,248,420.50	\$	2,452,946.80	\$	2,545,535.00	\$	2,688,559.21	\$	2,997,604.50	\$	3,000,384.00
Item No.	Description	Est. Qty.	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
71	FURNISH AND APPLY REFLECTIVE "ONLY" MARKER, COMPLETE IN PLACE	2	EACH	300.00	600.00	200.00	400.00	150.00	300.00	150.00	300.00	143.80	287.60	155.00	310.00	180.00	360.00
72	FURNISH AND APPLY REFLECTIVE BICYCLE "WAY FINDING" MARKER AND ARROW, COMPLETE IN PLACE	2	EACH	750.00	1,500.00	160.00	320.00	200.00	400.00	250.00	500.00	172.50	345.00	250.00	500.00	260.00	520.00
73	FURNISH AND APPLY REFLECTIVE BIKE PATH MARKER, COMPLETE IN PLACE	21	EACH	500.00	10,500.00	200.00	4,200.00	155.00	3,255.00	200.00	4,200.00	172.50	3,622.50	140.00	2,940.00	260.00	5,460.00
	Subtotal				37,631.00		19,246.40		17,744.80		27,588.00		17,975.60		17,838.50		25,399.50
F	Storm Water Pollution Prevention Plan																
74	FURNISH AND INSTALL BLOCK SODDING FOR EROSION CONTROL FROM BACK OF CURB TO ROW, COMPLETE IN PLACE	3,530	SQ. YDS.	4.00	14,120.00	4.00	14,120.00	5.00	17,650.00	5.00	17,650.00	3.90	13,767.00	3.50	12,355.00	5.00	17,650.00
75	FURNISH, INSTALL, AND REMOVE REINFORCED FILTER FABRIC FENCE (60% OF UNIT COST FOR FURNISH AND INSTALLATION, 40% OF UNIT COST FOR REMOVAL), COMPLETE IN PLACE	75	L.F.	3.00	225.00	5.00	375.00	6.00	450.00	10.00	750.00	3.00	225.00	4.00	300.00	3.00	225.00
76	FURNISH, INSTALL, AND REMOVE STAGE I INLET PROTECTION BARRIER WITH REINFORCED FILTER FABRIC FENCE (60% OF UNIT COST FOR FURNISH AND INSTALLATION, 40% OF UNIT COST FOR REMOVAL), COMPLETE IN PLACE	31	EACH	75.00	2,325.00	50.00	1,550.00	100.00	3,100.00	10.00	310.00	63.30	1,962.30	100.00	3,100.00	65.00	2,015.00
77	FURNISH, INSTALL, AND REMOVE STAGE II INLET PROTECTION BARRIER WITH GRAVEL BAGS (60% OF UNIT COST FOR FURNISH AND INSTALLATION, 40% OF UNIT COST FOR REMOVAL), COMPLETE IN PLACE	34	EACH	75.00	2,550.00	50.00	1,700.00	25.00	850.00	10.00	340.00	69.00	2,346.00	130.00	4,420.00	65.00	2,210.00
78	FURNISH, INSTALL, AND REMOVE STABILIZED CONSTRUCTION ACCESS USING TYPE I ROCK (60% OF UNIT COST FOR FURNISH AND INSTALLATION, 40% OF UNIT COST FOR REMOVAL), COMPLETE IN PLACE	1	SQ. YDS.	40.00	40.00	350.00	350.00	35.00	35.00	100.00	100.00	1,380.00	1,380.00	250.00	250.00	2,374.00	2,374.00
79	FURNISH, INSTALL, AND REMOVE CONCRETE TRUCK WASHOUT STRUCTURES (60% OF UNIT COST FOR FURNISH AND INSTALLATION, 40% OF UNIT COST FOR REMOVAL), COMPLETE IN PLACE	1	L.S.	500.00	500.00	1,200.00	1,200.00	1,000.00	1,000.00	1,500.00	1,500.00	747.50	747.50	2,000.00	2,000.00	1,068.00	1,068.00
80	TPDES GENERAL PERMIT NO. TXR 150000, NOTICE OF INTENT (NOI) APPLICATION FEES (CONTRACTOR'S NOI FEE AND CITY OF MISSOURI CITY NOI FEE, EACH FEE SHALL BE SET AT A PRICE OF \$325.00)	1	EACH	325.00	325.00	325.00	325.00	400.00	400.00	500.00	500.00	325.00	325.00	650.00	650.00	325.00	325.00
81	STORM WATER PREVENTION PLAN INSPECTION AND MAINTENANCE (MIN. BID \$25,000)	1	L.S.	25,000.00	25,000.00	25,000.00	25,000.00	10,000.00	10,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
	Subtotal				45,085.00		44,620.00		33,485.00		46,150.00		45,752.80		48,075.00		50,867.00
	I. Total Base Bid Amount				2,147,741.50		2,145,090.50		2,331,046.80		2,443,335.00		2,578,802.71		2,872,704.50		2,894,424.00
II.	Supplemental Items																
82	EXTRA 6-INCH REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	1,000	SQ. YDS.	50.00	50,000.00	51.00	51,000.00	56.50	56,500.00	50.00	50,000.00	52.50	52,500.00	60.00	60,000.00	43.00	43,000.00
83	FURNISH AND INSTALL HIGH EARLY STRENGTH 6-INCH REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	100	SQ. YDS.	60.00	6,000.00	70.00	7,000.00	90.00	9,000.00	70.00	7,000.00	59.50	5,950.00	86.00	8,600.00	50.00	5,000.00
84	FURNISH EXTRA HYDRATED LIME FOR ROADWAY SUBGRADE, AT 10% BY WEIGHT	25	TONS	190.00	4,750.00	170.00	4,250.00	200.00	5,000.00	200.00	5,000.00	195.50	4,887.50	200.00	5,000.00	200.00	5,000.00
85	PREPARATION OF 8-INCH, LIME-STABILIZED SUBGRADE, COMPLETE IN PLACE	1,200	SQ. YDS.	3.50	4,200.00	3.90	4,680.00	6.00	7,200.00	4.00	4,800.00	6.00	7,200.00	15.00	18,000.00	5.00	6,000.00
86	EXTRA CEMENT STABILIZED SAND (2.0 SACKS CEMENT PER CUBIC YARD), COMPLETE IN PLACE	200	TONS	25.00	5,000.00	25.00	5,000.00	30.00	6,000.00	25.00	5,000.00	46.90	9,380.00	22.00	4,400.00	33.00	6,600.00
87	FURNISH AND INSTALL EXTRA ST. AUGUSTINE SODDING	2,000	SQ. YDS	3.50	7,000.00	4.00	8,000.00	5.00	10,000.00	4.00	8,000.00	3.90	7,800.00	3.50	7,000.00	5.00	10,000.00
88	FURNISH AND APPLY HYDROMULCH SEEDING, COMPLETE IN PLACE	1	AC	1,500.00	1,500.00	1,300.00	1,300.00	1,700.00	1,700.00	2,500.00	2,500.00	1,600.00	1,600.00	2,000.00	2,000.00	2,100.00	2,100.00
89	REMOVE AND REPLACE EXISTING LANDSCAPING, IRRIGATION, PAVERS AND OTHER IDENTIFIED ITEMS AT ADDITIONAL LOCATIONS (COORDINATE WITH COMC PROJECT MANAGER), COMPLETE IN PLACE	1	BUDGET	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
90	TEMPORARY ASPHALT PAVEMENT (8" BLACK BASE)	110	TONS	95.00	10,450.00	110.00	12,100.00	150.00	16,500.00	90.00	9,900.00	94.90	10,439.00	90.00	9,900.00	166.00	18,260.00
	II. Total Supplemental Items Amount				98,900.00		103,330.00		121,900.00		102,200.00		109,756.50		124,900.00		105,960.00
	Total Bid Amount				\$ 2,246,641.50		\$ 2,248,420.50		\$ 2,452,946.80		\$ 2,545,535.00		\$ 2,688,559.21		\$ 2,997,604.50		\$ 3,000,384.00



Map By:
GIS Division
February 2019



Waterfall Dr Aerial Imagery



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. No guarantee is given as to the accuracy or currency of any of the data. 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. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. 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.



CITY COUNCIL AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Item: 9(b) Consider authorizing the execution of a materials testing contract for the Waterfall Drive Reconstruction Project.
Submitted by: Shashi K. Kumar, P.E., Director of Public Works and City Engineer

SYNOPSIS

Authorize the City Manager to execute a professional services contract with Ninyo & Moore, Inc. for materials testing on the Waterfall Drive Reconstruction Project.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

BACKGROUND

Staff recommends contracting a professional services contract with Ninyo & Moore, Inc. for materials testing on the Waterfall Drive Reconstruction Project.

The City solicited providers by Request for Qualifications # 20-326 to establish a list of materials testing professionals for various projects in the City. This list was presented and approved by Council on April 6, 2020. Ninyo & Moore is one of the selected and approved providers of these services.

Based on the scope of work involved in the project, the estimated cost of the testing services is \$73,400.00. This contract is being placed before City Council for authorization since contract amount exceeds the staff approval limit (\$50,000). A standard professional services City agreement will be executed upon Council authorization.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Bond	403-58700-15-999-50094	50094/Waterfall Drive Reconstruction	\$646,554	\$573,103	\$73,400

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. Ninyo & Moore, Inc. Proposal

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a professional services contract with Ninyo & Moore Inc. in the amount \$73,400.00

Director Approval:

Shashi K. Kumar, P.E.

**Assistant City Manager/
City Manager Approval:**

Glen A. Martel, ACM

April 6, 2020
Project No. 700704003

Mr. Mark Law
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

Subject: Proposal for Construction Materials Testing and Observation Services
Waterfall Drive Reconstruction
Waterfall Drive between Evans Road and Court Road
Missouri City, Texas

Dear Mr. Law:

We are pleased to present this proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans and specifications. The project will consist of the reconstruction of Waterfall Drive. The construction includes the installation of underground utilities, paving subgrade, and concrete paving. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website (www.a2la.org).

SCOPE OF SERVICES

- Attend preconstruction and site meetings, as requested.
- Perform field observation and in-place density testing for utility trench backfill and paving subgrade.
- Perform observation and testing for the lime treated subgrade.
- Perform cast-in-place concrete sampling/testing.

- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of cement treated sand and concrete samples.
- Consultation and project management.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$73,400 (Seventy-Three Thousand Four Hundred Dollars). Our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please provide a Purchase Order Number. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

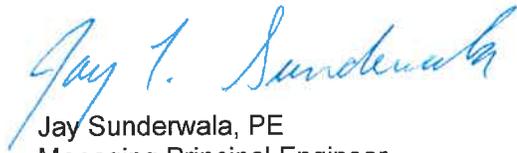


Joe Keys
Project Manager

JHK/JTS/lis

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Distribution: (1) Addressee (via email)



Jay Sunderwala, PE
Managing Principal Engineer

Table 1 - Breakdown of Estimated Fee

Earthwork

Engineering Technician							
Utilities / Paving Subgrades	45 days	@	8	hours/day	@	\$ 50.00 /hour	\$ 18,000.00
Engineering Technician (OT)	45 days	@	2	hours/day	@	\$ 75.00 /hour	\$ 6,750.00
Vehicle Usage Charge	450			hours	@	\$ 10.00 /hour	\$ 4,500.00
Nuclear Density Gauge	450			hours	@	\$ 12.00 /hour	\$ 5,400.00
Laboratory Testing							
Standard Proctor Density, D 698	5			samples	@	\$ 200.00 /sample	\$ 1,000.00
Standard Proctor Density Treated Soils, D 698	5			samples	@	\$ 225.00 /sample	\$ 1,125.00
200 Wash	10			samples	@	\$ 60.00 /sample	\$ 600.00
CSS Compressives	32			samples	@	\$ 65.00 /sample	\$ 2,080.00
Atterberg Limits	10			samples	@	\$ 65.00 /sample	\$ 650.00
Subgrade Treatment Recommendations	2			samples	@	\$ 480.00 /sample	\$ 960.00
						Subtotal	\$ 41,065.00

Concrete

Engineering Technician							
Paving	15 days	@	8	hours/day	@	\$ 50.00 /hour	\$ 6,000.00
Driveways	10 days	@	6	hours/day	@	\$ 50.00 /hour	\$ 3,000.00
Engineering Technician (OT)	15 days	@	2	hours/day	@	\$ 75.00 /hour	\$ 2,250.00
Cylinder Pick Ups (no charge if already onsite for other services)	10 days	@	4	hours/day	@	\$ 50.00 /hour	\$ 2,000.00
Vehicle Usage Charge	250			hours	@	\$ 10.00 /hour	\$ 2,500.00
Compression Tests of Cylinders	216			cylinders	@	\$ 17.00 /cylinder	\$ 3,672.00
Concrete Cores	35			samples	@	\$ 195.00 /sample	\$ 6,825.00
						Subtotal	\$ 26,247.00

Engineering Review, Consultation and Data Processing

Principal Engineer	8			hours	@	\$ 165.00 /hour	\$ 1,320.00
Project Manager	40			hours	@	\$ 80.00 /hour	\$ 3,200.00
Data Processor	40			hours	@	\$ 40.00 /hour	\$ 1,600.00
						Subtotal	\$ 6,120.00

TOTAL ESTIMATED FEE **\$ 73,432.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 165
Senior Engineer/Geologist/Environmental Scientist	\$ 135
Senior Project Engineer/Geologist/Environmental Scientist	\$ 125
Project Engineer/Geologist/Environmental Scientist	\$ 120
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 105
Staff Engineer/Geologist/Environmental Scientist	\$ 95
GIS Analyst	\$ 75
Technical Illustrator/CAD Operator	\$ 50

Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 120
Nondestructive Examination Technician (UT, MT, LP)	\$ 120
Certified Asbestos/Lead Technician	\$ 115
Field Operations Manager	\$ 80
Supervisory Technician	\$ 70
Senior Technician	\$ 55
Technician	\$ 50

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 40
Information Specialist	\$ 40
Data Processor	\$ 40

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 10/hr
Expert Witness Testimony	\$ 400/hr
Direct Expenses	Cost plus 15%
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318	\$ 65
California Bearing Ratio (CBR), D 1883, per point	\$ 215
One Dimensional Consolidation, D 2435	\$ 360
Consolidation Additional Increments, D 2435	\$ 50
Hydrometer Analysis, D 422	\$ 120
Double Hydrometer Analysis, D 4221	\$ 175
Moisture Content, D 2216	\$ 9
Moisture and Density, D 2937	\$ 50
Permeability, D 2434	\$ 300
Specific Gravity, D 854	\$ 60
Standard Proctor Density, D 698	\$ 200
Modified Proctor Density, D 1557 (Rock corrections add \$70)	\$ 215
Sieve Analysis, D 422	\$ 60
Sieve Analysis, 200 Wash, D 1140	\$ 60
Swell Test, D 4546	\$ 290
Triaxial Shear, U.U., D 2850 per point	\$ 75
Unconfined Compression, D 2166	\$ 45
Pinhole Dispersion Test, D 4647	\$ 285
Crumb Test Dispersion Test, D 4647	\$ 40
Lime Determination, PI Method	\$ 260
Lime Determination, pH Method, D 62765	\$ 240
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 225
Modified Proctor Density Treated Soils, D 1557	\$ 240

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 70
Brick Absorption, 5-hour boiling, C 67	\$ 70
Brick Absorption, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 35
Brick Moisture as received, C 67	\$ 35
Brick Measurement, C 67	\$ 55
CMU Block Compression Test, 8x8x16, C 140	\$ 90
CMU Block Unit Weight and Absorption, C 140	\$ 85
CMU Block Moisture Content, C 140	\$ 80
CMU Block Measurement, C 140	\$ 30
Compressive Strength, Grout prism, C 1019, each	\$ 50
Compressive Strength, Mortar Cube, C 109, each	\$ 30

CONCRETE

Compression Strength, C 39	\$ 17
Flexural Test, C 78 or C 293	\$ 27
Splitting Tensile Strength, C 496	\$ 110
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 90
Concrete Core Measurement, C 174	\$ 15
Concrete Coring Minimum Charge	\$ 350
Concrete Coring – 4" Diameter to 6-inch depth	\$ 110
Concrete Coring Additional Thickness 6" to 12" depth	\$ 10/in
Concrete Coring Additional Thickness over 12" depth	\$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

FIREPROOFING

Density of SFRM, E 605	\$ 40
Cohesion/Adhesion of SFRM, E 736	\$ 30

ASPHALT

Asphalt Mix Design Review, Job Spec	\$ 220
Asphalt Mix Design, 5 points	\$ 1,700
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 205
Hveem Stability, Tex 208F	\$ 95/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 55/set
Bulk Density Core, Tex 207F	\$ 50
Molding Specimens, Tex 206F	\$ 65/set
Measurement of Asphalt Cores	\$ 15
Asphalt Coring Minimum Charge	\$ 400
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 95
Concrete Coring Additional Thickness over 6" depth	\$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	\$ 90

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 200
Organic Impurities, C 40	\$ 50
Sieve Analysis, Coarse Aggregate, C 136	\$ 75
Sieve Analysis, Fine Aggregate, C 136	\$ 75
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 120
Specific Gravity, Fine, C 128	\$ 135

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

May 18, 2020

To: Mayor and City Council
Agenda Item: 9(c) Consider authorizing the execution of a contract for mosquito spraying services.
Submitted by: Cliff Brouhard, P.E., PTOE, Assistant Director of Public Works

SYNOPSIS

The Department of Public Works requests authorization for the City Manager to enter into a contract with the Original Bug Company, LLC dba BUGCO Pest Control for the provision of city-wide, truck based mosquito spraying services.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

In March of 2020 an Invitation for Bid - IFB No. 20-332, "Term Contract for Mosquito Spray Services" was issued by the Public Works and the Purchasing Departments. This invitation was published on the Electronic State Business Daily, Demand Star, City's website, and local newspaper.

The City received two (2) responses to this IFB. The contract pricing received are located on the enclosed bid tabulation. The Original Bug Company, LLC dba BUGCO Pest Control was the lowest bidder with a total bid of \$105,000.00 with an anticipated maximum seventy (70) applications annually. If any additional applications are required, BUGCO would complete those at \$100.00 per hour on an as need basis.

The total expenditure for this service shall not exceed \$105,000.00 per year, which will be used on an as needed basis. Historically, the City has averaged about thirty six (36) applications in a year during the mosquito spraying season. However, the number of application needed may vary each year and could exceed the 36 applications due to extreme weather conditions. Although we do not anticipate exceeding the thirty six applications, staff is requesting that the contract term to be set at \$105,000 per annum for a four (4) year contract term for a total contract amount of \$420,000.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
General Fund	101-53531-15-142	Pest Control Services	\$ 55,000	\$ 17,000	\$ 17,000

Note: The mosquito spray line item is budgeted at \$55,000 per year. Staff anticipates spending \$17,000 for the remainder of this fiscal year (FY2020) and then \$55,000 per year (approximately 36 applications) thereafter throughout the term of the contract.

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. Bid Tabulation
2. Bid Submission - BUGCO
3. Bid Submission – Cypress Creek

STAFF'S RECOMMENDATION

Authorize the City Manager to execute a contract with the Original Buc Company, LLC dba BUGCO for mosquito spraying services in the amount of \$105,000.00 per annum for four (4) consecutive years for a total contract amount of \$420,000.

Director Approval: Shashi K. Kumar, P.E.

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



Bid Tabulation Sheet

For Purchases Greater than \$ 3000.

Purchase Order Number: _____ **Bid/Proposal/Agreement #** 20-332

Requisition Number: _____

Date: March 10, 2020

(Circle award)	Award	Award	Award
Bidder:	The Original Bug Company, LLC dba BUGCO Pest Control	Cypress Creek Pest Control of Texas	
Telephone Number:	281.240.2157	281.469.2679	
E-Mail:	info@bugco.com	lhutson@cycreekpestcontrol.com	
Quote Number:			
Check List	1,500.00 x 70 = 105,000.00	1,900.00 x 70 = 133,000.00	
PSA/Agreement #	100.00 x 50 = 5,000.00	95.00 x 50 = 4,750.00	
# _____			
Sole Source <input type="checkbox"/> Yes <input type="checkbox"/> No			
HUB Search <input type="checkbox"/> Yes <input type="checkbox"/> No			
Purchase Order <input type="checkbox"/> Faxed <input type="checkbox"/> Mailed <input type="checkbox"/> Phoned <input type="checkbox"/> Emailed <input type="checkbox"/> Ordered Online			
Total:	\$ 110,000.00	\$137,750.00	
Delivery:	One year	One year	
FOB:	X Destination <input type="checkbox"/> Shipping Point	X Destination <input type="checkbox"/> Shipping Point	<input type="checkbox"/> Destination <input type="checkbox"/> Shipping Point

Notes: _____



**CITY OF MISSOURI CITY
INVITATION FOR BID
February 20, 2020**

**BID No. 20-332
Due Date: March 10, 2020 at 2:00 pm CST**

**Term Contract for
Mosquito Spray Services**

NIGP CODE(S): 988-72; 910-59

The City of Missouri City is now accepting sealed bids for the consideration of the provision of a term contract for **Mosquito Spray Services**

City of Missouri City
Purchasing Department
1522 Texas Parkway
Missouri City, TX 77489
Monday – Friday: 8:00 am to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following websites:
<http://www.txsmartbuy.com/sp>.

All sealed bids shall be submitted including one original, one duplicate and electronic thumb drive containing a .pdf version of the bid. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at City Hall, 1522 Texas Parkway, Missouri City, TX 77489 until 2:00 PM C.S.T. on March 10, 2020 Bids received after the deadline stated herein will not be considered for award of the contract, and shall be considered void and unacceptable.

The bids will be opened and publicly read immediately after the closing hour.

The City of Missouri City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Shannon Pleasant, Procurement Manager, 281-403-8626.

BID DUE DATE: March 10, 2020 at 2:00 PM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

<hr/>			
The Original Bug Company, LLC dba BUGCO Pest Control			
<hr/>			
Name of Firm/Company			
Jeff Murrell		Field Service Manager	
<hr/>		<hr/>	
Agent's Name (Please Print)		Agent's Title	
9720 Harlem Road Suite B3		Richmond	Texas 77407
<hr/>		<hr/>	<hr/>
Mailing Address		City	State Zip
281.240.2157		N/A	
<hr/>		<hr/>	<hr/>
Telephone Number		Fax Number	Cell Phone Number
info@bugco.org			
<hr/>			
Email Address			
		03.02.2020	
<hr/>		<hr/>	
Authorized Signature		Date	

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Missouri City will accept **sealed bids** Monday through Friday, 8:00 am to 5:00 pm at City Hall, 1522 Texas Parkway, Missouri City, TX 77489. Bids must be received before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid due date.
3. Late bids will be NOT ACCEPTED/UNOPENED. Late bids WILL NOT be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Missouri City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at. If Contractor demonstrates just reason for a change, the City of Missouri City must have at **least five (5)** working days notice prior to bid opening date.
6. Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from due date.
9. The City of Missouri City is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Missouri City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference.

Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.

14. NO substitutions or cancellations permitted without written approval of the City of Missouri City.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Missouri City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of Missouri City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Missouri City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Missouri City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Missouri City accountspayable@Missouricitytx.gov
21. The City of Missouri City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Missouri City shall constitute all items bid being received and in good working order to the City of Missouri City's satisfaction.

SECTION I GENERAL SPECIFICATIONS

1. INTENTION OF SPECIFICATIONS

The City of Missouri City is requesting bids for the **Term contract for Mosquito Spray Services**

2. BID ACCEPTANCE

The City of Missouri City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

3. TERM OF CONTRACT

Contract term shall be a one year from date of award by City Council, with the mutual option to renew annually for an additional three (3) years.

4. TERMINATION OF CONTRACT

The City of Missouri City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

5. EVALUATION AND AWARD

The City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City. The City of Missouri City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City with regard to the factors cited above.

6. SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the <http://www.txsmartbuy.com/sp>

7. COMPLETE SUBMISSION

Bidders are advised to carefully review all the requirements and submit all documents and information as indicated in this ITB. Additional information may be requested by Purchasing for clarification. Incomplete bids may lead to a submission being deemed non responsive. Non-responsive bids will not be considered.

8. INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction.

Invoices must reference the vendor number, purchase order number and submitted for payment by email to accountspayable@Missouricitytx.gov

NOTE: The City of Missouri City reserves the right to process payments by use of a corporate MasterCard issued by Chase or P-Card. By affirming, bidder agrees not to charge any fees associated with the acceptance of the P-Card.

9. REFERENCES

Contractor shall provide a reference list of a minimum of three (3) current customers of comparable size whom the Contractor has recently provided requested services, Exhibit I.

10. INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of Missouri City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of Missouri City or its officers, agents, or employees in connection with said contract.

11. EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

12. INSURANCE REQUIREMENTS

An original, certified copy of an insurance certificate listing the City of Missouri City as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement

with a limit of not less than \$1,000,000.00;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits.

An original, certified copy of an insurance certificate listing the City of Missouri City as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

13. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

14. ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of Missouri City.

15. CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

16. ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

17. COMPLIANCE WITH LAWS

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ft. Bend County, Texas, where venue for any proceeding arising hereunder will lie.

18. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

19. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

20. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

21. RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

22. DAMAGE

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

23. ADDITIONAL INFORMATION

If additional information is needed concerning these specifications, please contact Shannon Pleasant, at Shannon.pleasant@missouricitytx.gov. Questions regarding this bid must be submitted in writing or by email prior to 10:00 a.m. C.S.T., **March 3, 2020**, to the email listed above.

24. SITE VISIT

When deemed necessary an inspection may be made by the department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

25. HOUSE BILL 1295

House Bill No. 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill No. 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this IFB, proposer shall include a completed form.

Login information, Forms and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

A certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 20-332

SECTION II TECHNICAL SPECIFICATIONS AND PRICING

GENERAL

The intention of this City of Missouri City Invitation for Bid (IFB) is to solicit bids for a term contract to furnish all labor, equipment and materials necessary to provide mosquito spraying services for the City facilities on an on-call basis. The City will contract with one vendor who shall serve as the on-call contractor for this service. The awarded contractor agrees to perform in accordance with the following specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

All contact between the Contractor and the City regarding day to day performance shall be made between the Contractor and the City employee designated by the City's Director of Public Works

1.0 QUALIFICATIONS:

- 1.1 Bidders must establish the firm's work experience and abilities through a minimum of three verifiable clients within the Fort Bend County or Greater Houston area. References must be for clients with two (2) years or more of successful service. The references' name and contact information shall be completed on the bid sheet Exhibit "IV".
- 1.2 Verification of ability and experience to perform scope of services will be established by the number of available full-time employees who are experienced in mosquito control services and are licensed by the Texas Department of Health as Certified Pesticide Applicators. **COPIES OF APPLICATOR'S LICENSES MUST BE SUBMITTED WITH BID.**
- 1.3 The bidder should be prepared to show proof of financial stability by providing financial statements upon request. Financial statements should not be submitted with bid response.

2.0 SPECIFICATIONS FOR MOSQUITO SPRAYING SERVICES:

- 2.1 One COMPLETE SPRAYING APPLICATION means the application of mosquito control chemicals on each and every street within each City's city limits. Each application will cover approximately +/- 300 street miles within the City of Missouri City.
- 2.2 ADDITIONAL SERVICES - EXTRA APPLICATION OF MOSQUITO CONTROL CHEMICALS means the application of mosquito control chemicals in specific areas and designated times as requested by the City and provided by the contractor on an hourly basis.
- 2.3 Services will include using chemicals and application methods as described in Section 3 (Method of Operations).
- 2.4 Services will be required on an average of once a week or upon request by the City. Frequency of Complete Spraying Cycles will vary depending on need.
- 2.5 ADDITIONAL SERVICES – EXTRA APPLICATION will be required upon request by the City, and the Contractor will respond to request within the time period agreed upon between the contractor and the City at the time the request is made. The City will provide the Contractor with mapping which identifies the requested locations for spraying and the requested date of

spraying. The Contractor shall provide the City with the estimated hours required to complete the additional services and an estimated time of arrival.

3.0 METHOD OF OPERATIONS:

- 3.1 The City shall provide the Contractor a tentative schedule for application spraying and mappings which identify the City's service area for spraying. Prior to initiating any given application, the Contractor shall contact the City for approval and notification of said application.
- 3.2 The Contractor shall provide to the City a tentative schedule of areas to be sprayed for each application.
- 3.3 Routine spraying activities shall be between the hours of 9:00 pm and 5:00 am, unless prior approval is given by the City.
- 3.4 Routine spraying activities shall be Monday thru Friday, unless prior approval is given by the city.
- 3.5 The Contractor shall complete any given complete spraying application within one (1) night.
- 3.6 Contractor must check-in with the City's Police Dispatch Center prior to the commencement of each spraying application and must check-out with the Police Dispatch Center at the conclusion of each spraying application.
- 3.7 The Contractor shall use the mosquito adulticide chemical trade named Kontrol 30+30 with appropriate formulating oil for all spraying. The chemical required may change during life of contract as needed and directed by City staff.
- 3.8 All mosquito control chemicals shall be mixed by a certified pesticide applicator licensed with the State of Texas.
- 3.9 Spraying will be done with an Ultra Low Volume (ULV) non-thermal, aerosol, cold fog mosquito sprayers.
- 3.10 Spraying will be done at a speed not to exceed 10 miles per hour and shall be applied at a rate as described by chemical manufacturer and in accordance with industry standards.
- 3.11 The City reserves the right to collect a sample of the chemical being used during a spraying cycle to be inspected and tested for compliance to specifications. Sample may be request without prior notification to vendor.
- 3.12 The operator/pesticide applicator shall exercise due care during spraying operations, especially when there is the possibility that citizens may be present in the street or ROW. If there is a resident, whether pedestrian or bicyclist, approaching the mosquito control unit or vise versa, the operator will cease spraying 75 feet prior to meeting the resident and 75 feet past the resident. These actions are to help prevent the resident from coming in direct contact with the chemical.
- 3.13 If the operator is approached by a resident with a complaint, the operator will obtain the name, address and telephone number of the resident and the nature of the complaint at that time. The operator will submit this information to the City the following workday. If the complaint is of such a nature that requires immediate attention, the operator will contact the City's on-call supervisor.
- 3.14 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall solely be the Contractor's.

- 3.15 The Contractor shall provide his (its) own equipment, labor, fuel, chemicals and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence and supervision of his (its) employees.
- 3.16 The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under this Contract. The supervisor/foreman referred to herein may be a pesticide applicator.
- 3.17 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of this agreement without the prior written consent of the City.
- 3.18 All equipment and personnel will move in the same direction as traffic at all times during all spraying operations.

4.0 WEATHER:

- 4.1 For the purpose of this Agreement, the National Weather Service at Houston, Texas shall be the official weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- 4.2 No pesticide applications shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, rain, snow, ice, sleet and winds.
- 4.3 The Contractor may suspend operations if weather conditions are such that pesticide application cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the City.
- 4.4 The City shall at his discretion have the right to order the suspension of pesticide application operations whenever, in his judgment, are such that spraying operations cannot be carried out in an effective manner.

5.0 EQUIPMENT AND MOSQUITO CONTROL CHEMICALS:

- 5.1 The equipment used for spraying shall be of sufficient type, capacity and quantity to safely and efficiently perform the chemical application work as specified.
- 5.2 All equipment must be equipped with flashing beacon and applicable slow moving warning signage.
- 5.3 All equipment (including support equipment) to be used by the Contractor shall be upon request subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 5.4 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.
- 5.5 The Contractor must have an adequate service facility to insure scheduled routine maintenance.

6.0 QUALITY/COMPLIANCE:

- 6.1 The City shall have the right to perform a complete inspection of all vehicles and mosquito control

equipment at any time throughout the term of the Contract. Should any vehicle or mosquito control equipment, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely, the City may require such vehicle or equipment to be brought to standard before being placed back in service.

- 6.2 The City shall have the right to perform routine inspection and testing of Mosquito Control Chemicals and Compliance of Method of Operations to assure maximum efficiency in the control of the mosquito population and compliance of contract specifications.
- 6.3 Bidder guarantees service offered will meet or exceed specification identified herein.

7.0 **PRICING:**

Pricing to be detailed in attached Exhibit IV, "Bid Sheet"

**EXHIBIT I
BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that The Original Bug Company dba BUGCO Pest Control is a resident bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature 
Print Name Darrell Mather

I certify that _____ is a Nonresident bidder as
(Company Name)

defined in Section 2252.001(3), Texas Government and our principal place of business is

(City and State)

Signature _____
Print Name _____

**EXHIBIT II
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

Name: Greatwood HOA Phone No.: (281)545-1134

Address: 8802 Greatwood Pkwy, Sugar Land TX 77479

Contract Award Date: 05/21/2018 Contract Completion Date: Seasonal/Pending Renewal

Contract Name/Title: Jeanne Miller

Email of contact person: jmiller@houcomm.com

Description of services: Truck Mounted Mosquito Spraying Services

Name: Levy District 19 Phone No.: (281)500-6050

Address: 18353 Univeristy Blvd, Sugar Land TX 77479

Contract Award Date: 09.2017 Contract Completion Date: Seasonal/Pending Renewal

Contract Name/Title: Nancy Carter

Email of contact person: nancy@mullerlawgroup.com

Description of services: Truck Mounted Mosquito Spraying Services

Name: NOLTEX Phone No.: (281)842-5000

Address: 12220 Strang Rd., La Porte Texas 77571

Contract Award Date: 11/2018 Contract Completion Date: Active

Contract Name/Title: Debbie Dalton

Email of contact person: debbie_dalton@noltex.com

Description of services: Truck Mounted Mosquito Spraying Services

**EXHIBIT III
SUPPLIER INFORMATION FORM**

The Original Bug Company, LLC dba BUGCO Pest Control
COMPANY'S FULL BUSINESS NAME

9720 Harlem Road Suite B3., Richmond Texas 77407
PHYSICAL ADDRESS

Jeff Murrell

NAME OF CONTACT PERSON

281.240.2157
PHONE

N/A
FAX

9720 Harlem Road Suite B3., Richmond Texas 77407
REMITTANCE ADDRESS

Thomas Rogers

NAME OF CONTACT PERSON

281.240.2157
PHONE

N/A
FAX

PAYMENT TERMS DISCOUNT

47 - 2509456

COMPANY TAX ID NO.

SAMPLE CONTRACT

Awarded vendor may be required to execute this agreement prior to commencement of service. This is provided for informational purposes only. Any exceptions to this agreement shall be included in your proposal response.

AGREEMENT/CONTRACT FOR NAME OF SERVICES (LOCAL CONTRACT NO. XX-XXX)

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT MADE, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and **CONTRACTOR** hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

The CONTRACTOR agrees to provide the following services:

SCOPE OF SERVICES

SECTION II CHARACTER AND EXTENT OF WORK

The CONTRACTOR shall provide the services as defined in Section I. The CITY shall be under no obligation to pay for any additional services rendered without prior written authorization.

SECTION III TERM AND TERMINATION

This AGREEMENT is effective _____ and remains in effect for _____ years from the effective date, unless sooner terminated under the terms of this AGREEMENT. Upon expiration of the initial term, this AGREEMENT may be renewed for ___ additional one-year options with the same terms and conditions.

The CITY reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

SECTION IV COMPLIANCE AND STANDARDS

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

Force Majeure. Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the services order without penalty.

SECTION V THE CONTRACTOR'S COMPENSATION

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed \$00 per annum.

SECTION VI TIME OF PAYMENT

Payment by the CITY to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY.

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

Invoices shall be submitted via electronic mail to the following address:

City of Missouri City
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489

accounts payable@missouricitytx.gov

Invoices ed without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the CITY'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent (1%) percent; and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

The CITY shall notify a vendor of an error in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice. If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue. If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.

SECTION VII TERMINATION

The CITY may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the CITY in the event the CITY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the CITY shall pay the CONTRACTOR all amounts due up to the time of termination.

SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

**CONTRACTOR CONTACT PERSON
ADDRESS
EMAIL
PHONE NUMBER**

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City
Attn: Procurement and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489
purchasing@missouricitytx.gov

**SECTION IX
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the CITY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for materials testing to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

**SECTION IX
SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION X
MEDIA**

Contact with the news media shall be the sole responsibility of the CITY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

**SECTION XI
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project

manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

SECTION XIII FISCAL FUNDING

The CITY'S fiscal year is October 1st through September 30th.

If this contract extends beyond September 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION XIV INSURANCE REQUIREMENTS

If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, a current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document.

POLICY REQUIREMENTS (IF APPLICABLE)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the CITY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Worker's Compensation: Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability with minimum limits of \$1,000,000 each accident and each employee;
- (b) Commercial General Liability: General Liability Coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 in aggregate;
- (c) Automobile Liability: Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be \$1,000,000 combined single limit each accident for bodily injury and property damage; and
- (d) Professional Liability (Errors and Omissions): Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance

and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) Provide for notice to the CITY at the address shown in this Agreement;
- (d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and
- (e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

NOTICES

All notices shall be given to the CITY at the following address:

City of Missouri City
Purchasing and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489

APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

**SECTION XV
PROHIBITION ON BOYCOTTING ISRAEL**

Pursuant to Section 2270.002, Texas Government Code, the CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit A, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that

CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

**SECTION XVI
ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATIONS
PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVII
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XIII
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XIX
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Missouri City, Texas on the _____ day of _____, 2018.

Reviewed by: _____
Procurement & Risk Manager

Department Director: _____ Date: _____

COMPANY NAME

CITY OF MISSOURI CITY

Signature

CM or ACM

Title: _____

Title

Date

Date

EXHIBIT A

I, _____,
being an adult over the age of eighteen (18) years and the undersigned authorized representative
of _____
(hereafter referred to as "Company"), do hereby verify that the above-named Company, under the provisions of
Subtitle F, Title 10, Texas Government Code, Chapter 2270:

- (1) Does not boycott Israel; and**
- (2) Will not boycott Israel during the term of this Agreement with the City of Missouri City.**

Pursuant to Section 2270.001, Texas Government Code, the following term has the following meaning:

- 1. "*Boycott Israel*" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Signature

Date

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2019,

by _____.

Notary Public, State of Texas

Exhibit "IV"
Bid Sheet
IFB # 20-332

EST.
ANNUAL

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE BID	EXTENDED PRICE
1	Mosquito Spraying Service - One complete application of mosquito control chemicals on each and every street within the City of Missouri City.	70	Applications	<u>\$ 1,500.00</u>	<u>\$ 105,000.00</u>
2	Additional Services - Extra application of mosquito control chemicals in specific area as requested by the City.	50	Hours	<u>\$ 100.00</u>	<u>\$ 5,000.00</u>
Total Contract Amount:					<u>\$ 110,000.00</u>



**CITY OF MISSOURI CITY
INVITATION FOR BID
February 20, 2020**

**BID No. 20-332
Due Date: March 10, 2020 at 2:00 pm CST**

**Term Contract for
Mosquito Spray Services**

NIGP CODE(S): 988-72; 910-59

The City of Missouri City is now accepting sealed bids for the consideration of the provision of a term contract for **Mosquito Spray Services**

City of Missouri City
Purchasing Department
1522 Texas Parkway
Missouri City, TX 77489
Monday – Friday: 8:00 am to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following websites:
<http://www.txsmartbuy.com/sp>.

All sealed bids shall be submitted including one original, one duplicate and electronic thumb drive containing a .pdf version of the bid. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at City Hall, 1522 Texas Parkway, Missouri City, TX 77489 until 2:00 PM C.S.T. on March 10, 2020 Bids received after the deadline stated herein will not be considered for award of the contract, and shall be considered void and unacceptable.

The bids will be opened and publicly read immediately after the closing hour.

The City of Missouri City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Shannon Pleasant, Procurement Manager, 281-403-8626.

BID DUE DATE: March 10, 2020 at 2:00 PM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

CYPRESS CREEK PEST CONTROL OF TEXAS
Name of Firm/Company

LEE HUTSON VICE PRESIDENT
Agent's Name (Please Print) Agent's Title

P.O. Box 690548 HOUSTON TX. 77269
Mailing Address City State Zip

(281) 4692679 (281) 4694720
Telephone Number Fax Number Cell Phone Number

L.HUTSON@CYCREEKPESTCONTROL.COM
Email Address

S. [Signature] 3/9/2020
Authorized Signature Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Missouri City will accept **sealed bids** Monday through Friday, 8:00 am to 5:00 pm at City Hall, 1522 Texas Parkway, Missouri City, TX 77489. Bids must be received before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid due date.
3. Late bids will be NOT ACCEPTED/UNOPENED. Late bids WILL NOT be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Missouri City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at. If Contractor demonstrates just reason for a change, the City of Missouri City must have at least five (5) working days notice prior to bid opening date.
6. Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from due date.
9. The City of Missouri City is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Missouri City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference.

Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.

14. NO substitutions or cancellations permitted without written approval of the City of Missouri City.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Missouri City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of Missouri City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Missouri City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Missouri City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Missouri City accountspayable@Missouricitytx.gov
21. The City of Missouri City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Missouri City shall constitute all items bid being received and in good working order to the City of Missouri City's satisfaction.

**SECTION I
GENERAL SPECIFICATIONS**

1. INTENTION OF SPECIFICATIONS

The City of Missouri City is requesting bids for the **Term contract for Mosquito Spray Services**

2. BID ACCEPTANCE

The City of Missouri City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

3. TERM OF CONTRACT

Contract term shall be a one year from date of award by City Council, with the mutual option to renew annually for an additional three (3) years.

4. TERMINATION OF CONTRACT

The City of Missouri City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

5. EVALUATION AND AWARD

The City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City. The City of Missouri City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City with regard to the factors cited above.

6. SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the <http://www.txsmartbuy.com/sp>

7. COMPLETE SUBMISSION

Bidders are advised to carefully review all the requirements and submit all documents and information as indicated in this ITB. Additional information may be requested by Purchasing for clarification. Incomplete bids may lead to a submission being deemed non responsive. Non-responsive bids will not be considered.

8. INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction.

Invoices must reference the vendor number, purchase order number and submitted for payment by email to accountspayable@Missouricitytx.gov

NOTE: The City of Missouri City reserves the right to process payments by use of a corporate MasterCard issued by Chase or P-Card. By affirming, bidder agrees not to charge any fees associated with the acceptance of the P-Card.

9. REFERENCES

Contractor shall provide a reference list of a minimum of three (3) current customers of comparable size whom the Contractor has recently provided requested services, Exhibit I.

10. INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of Missouri City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of Missouri City or its officers, agents, or employees in connection with said contract.

11. EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

12. INSURANCE REQUIREMENTS

An original, certified copy of an insurance certificate listing the City of Missouri City as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement

with a limit of not less than \$1,000,000.00;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits.

An original, certified copy of an insurance certificate listing the City of Missouri City as additional insured, must be submitted within fifteen (15) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

13. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

14. ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of Missouri City.

15. CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

16. ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

17. COMPLIANCE WITH LAWS

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ft. Bend County, Texas, where venue for any proceeding arising hereunder will lie.

18. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

19. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

20. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:
<https://www.ethics.state.tx.us/filinginfo/1295/>

21. RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

22. DAMAGE

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

23. ADDITIONAL INFORMATION

If additional information is needed concerning these specifications, please contact Shannon Pleasant, at Shannon.pleasant@missouricitytx.gov. Questions regarding this bid must be submitted in writing or by email prior to 10:00 a.m. C.S.T., **March 3, 2020**, to the email listed above.

24. SITE VISIT

When deemed necessary an inspection may be made by the department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

25. HOUSE BILL 1295

House Bill No. 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill No. 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the City to contract with a provider.

Therefore, the City requires that, in your response to this IFB, proposer shall include a completed form.

Login information, Forms and Certification download may be obtained at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

A certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 20-332

SECTION II TECHNICAL SPECIFICATIONS AND PRICING

GENERAL

The intention of this City of Missouri City Invitation for Bid (IFB) is to solicit bids for a term contract to furnish all labor, equipment and materials necessary to provide mosquito spraying services for the City facilities on an on-call basis. The City will contract with one vendor who shall serve as the on-call contractor for this service. The awarded contractor agrees to perform in accordance with the following specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

All contact between the Contractor and the City regarding day to day performance shall be made between the Contractor and the City employee designated by the City's Director of Public Works

1.0 QUALIFICATIONS:

- 1.1 Bidders must establish the firm's work experience and abilities through a minimum of three verifiable clients within the Fort Bend County or Greater Houston area. References must be for clients with two (2) years or more of successful service. The references' name and contact information shall be completed on the bid sheet Exhibit "IV".
- 1.2 Verification of ability and experience to perform scope of services will be established by the number of available full-time employees who are experienced in mosquito control services and are licensed by the Texas Department of Health as Certified Pesticide Applicators. **COPIES OF APPLICATOR'S LICENSES MUST BE SUBMITTED WITH BID.**
- 1.3 The bidder should be prepared to show proof of financial stability by providing financial statements upon request. Financial statements should not be submitted with bid response.

2.0 SPECIFICATIONS FOR MOSQUITO SPRAYING SERVICES:

- 2.1 One COMPLETE SPRAYING APPLICATION means the application of mosquito control chemicals on each and every street within each City's city limits. Each application will cover approximately +/- 300 street miles within the City of Missouri City.
- 2.2 ADDITIONAL SERVICES - EXTRA APPLICATION OF MOSQUITO CONTROL CHEMICALS means the application of mosquito control chemicals in specific areas and designated times as requested by the City and provided by the contractor on an hourly basis.
- 2.3 Services will include using chemicals and application methods as described in Section 3 (Method of Operations).
- 2.4 Services will be required on an average of once a week or upon request by the City. Frequency of Complete Spraying Cycles will vary depending on need.
- 2.5 ADDITIONAL SERVICES – EXTRA APPLICATION will be required upon request by the City, and the Contractor will respond to request within the time period agreed upon between the contractor and the City at the time the request is made. The City will provide the Contractor with mapping which identifies the requested locations for spraying and the requested date of

spraying. The Contractor shall provide the City with the estimated hours required to complete the additional services and an estimated time of arrival.

3.0 METHOD OF OPERATIONS:

- 3.1 The City shall provide the Contractor a tentative schedule for application spraying and mappings which identify the City's service area for spraying. Prior to initiating any given application, the Contractor shall contact the City for approval and notification of said application.
- 3.2 The Contractor shall provide to the City a tentative schedule of areas to be sprayed for each application.
- 3.3 Routine spraying activities shall be between the hours of 9:00 pm and 5:00 am, unless prior approval is given by the City.
- 3.4 Routine spraying activities shall be Monday thru Friday, unless prior approval is given by the city.
- 3.5 The Contractor shall complete any given complete spraying application within one (1) night.
- 3.6 Contractor must check-in with the City's Police Dispatch Center prior to the commencement of each spraying application and must check-out with the Police Dispatch Center at the conclusion of each spraying application.
- 3.7 The Contractor shall use the mosquito adulticide chemical trade named Kontrol 30+30 with appropriate formulating oil for all spraying. The chemical required may change during life of contract as needed and directed by City staff.
- 3.8 All mosquito control chemicals shall be mixed by a certified pesticide applicator licensed with the State of Texas.
- 3.9 Spraying will be done with an Ultra Low Volume (ULV) non-thermal, aerosol, cold fog mosquito sprayers.
- 3.10 Spraying will be done at a speed not to exceed 10 miles per hour and shall be applied at a rate as described by chemical manufacturer and in accordance with industry standards.
- 3.11 The City reserves the right to collect a sample of the chemical being used during a spraying cycle to be inspected and tested for compliance to specifications. Sample may be request without prior notification to vendor.
- 3.12 The operator/pesticide applicator shall exercise due care during spraying operations, especially when there is the possibility that citizens may be present in the street or ROW. If there is a resident, whether pedestrian or bicyclist, approaching the mosquito control unit or vise versa, the operator will cease spraying 75 feet prior to meeting the resident and 75 feet past the resident. These actions are to help prevent the resident from coming in direct contact with the chemical.
- 3.13 If the operator is approached by a resident with a complaint, the operator will obtain the name, address and telephone number of the resident and the nature of the complaint at that time. The operator will submit this information to the City the following workday. If the complaint is of such a nature that requires immediate attention, the operator will contact the City's on-call supervisor.
- 3.14 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall solely be the Contractor's.

- 3.15 The Contractor shall provide his (its) own equipment, labor, fuel, chemicals and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence and supervision of his (its) employees.
- 3.16 The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under this Contract. The supervisor/foreman referred to herein may be a pesticide applicator.
- 3.17 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of this agreement without the prior written consent of the City.
- 3.18 All equipment and personnel will move in the same direction as traffic at all times during all spraying operations.

4.0 WEATHER:

- 4.1 For the purpose of this Agreement, the National Weather Service at Houston, Texas shall be the official weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- 4.2 No pesticide applications shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, rain, snow, ice, sleet and winds.
- 4.3 The Contractor may suspend operations if weather conditions are such that pesticide application cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the City.
- 4.4 The City shall at his discretion have the right to order the suspension of pesticide application operations whenever, in his judgment, are such that spraying operations cannot be carried out in an effective manner.

5.0 EQUIPMENT AND MOSQUITO CONTROL CHEMICALS:

- 5.1 The equipment used for spraying shall be of sufficient type, capacity and quantity to safely and efficiently perform the chemical application work as specified.
- 5.2 All equipment must be equipped with flashing beacon and applicable slow moving warning signage.
- 5.3 All equipment (including support equipment) to be used by the Contractor shall be upon request subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 5.4 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.
- 5.5 The Contractor must have an adequate service facility to insure scheduled routine maintenance.

6.0 QUALITY/COMPLIANCE:

- 6.1 The City shall have the right to perform a complete inspection of all vehicles and mosquito control

equipment at any time throughout the term of the Contract. Should any vehicle or mosquito control equipment, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely, the City may require such vehicle or equipment to be brought to standard before being placed back in service.

- 6.2 The City shall have the right to perform routine inspection and testing of Mosquito Control Chemicals and Compliance of Method of Operations to assure maximum efficiency in the control of the mosquito population and compliance of contract specifications.
- 6.3 Bidder guarantees service offered will meet or exceed specification identified herein.

7.0 PRICING:

Pricing to be detailed in attached Exhibit IV, "Bid Sheet"

**EXHIBIT I
BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

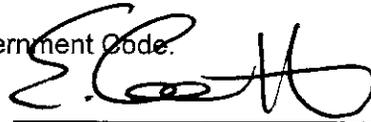
(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Cypress Street Pest Control of Texas is a resident bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature



Print Name

LEE HUTSON

I certify that _____ is a Nonresident bidder as
(Company Name)

defined in Section 2252.001(3), Texas Government and our principal place of business is

(City and State)

Signature _____

Print Name _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2020-596596

Date Filed:
 03/09/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cypress Creek Pest Control of Texas
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Missouri City

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-332
 Mosquito Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

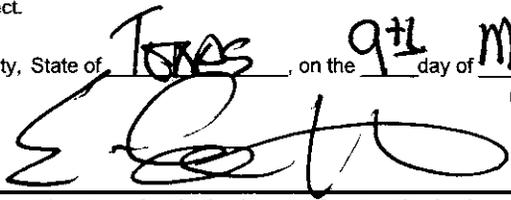
6 UNSWORN DECLARATION

My name is EDWARD HUTSON, and my date of birth is 3/21/1957.

My address is 8722 ROCKMANS DR. HOUSTON TX 77064 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TEXAS, on the 9th day of March, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

EXHIBIT II
REFERENCES
LIST OF PREVIOUS CUSTOMERS

Name: CITY OF SUGARLAND Phone No. (281) 275-2481
Address: 2700 TOWN CENTER BLVD. NORTH SUGARLAND, TX.
Contract Award Date: 7/1/2004 Contract Completion Date: ON GOING
Contract Name/Title: HENRY VAURECKA
Email of contact person: HVAURECKA@SUGARLANDTX.GOV
Description of services: MOSQUITO CONTROL OF CITY

Name: CITY OF ROSENBERG Phone No. (832) 595-3340
Address: 2110 4TH STREET ROSENBERG, TX. 7471
Contract Award Date: 1/29/2009 Contract Completion Date: ON GOING
Contract Name/Title: RIBO CALZONCIN
Email of contact person: R.CALZONIC@ROSENBERGTX.GOV.
Description of services: MOSQUITO CONTROL OF CITY

Name: CITY OF TOMBALL, TX. Phone No. (281) 290-1415
Address: 501 JAMES STREET TOMBALL, TX. 77375
Contract Award Date: 3/6/1992 Contract Completion Date: ON GOING
Contract Name/Title: ALEXI MC MINN
Email of contact person: AMCMINN@TOMBALLTX.GOV
Description of services: MOSQUITO CONTROL OF CITY.

EXHIBIT III
SUPPLIER INFORMATION FORM

CYPRESS CREEK RESTAURANT OF TEXAS
COMPANY'S FULL BUSINESS NAME

6722 ROCKMORE DRIVE HOUSTON, TX. 77064
PHYSICAL ADDRESS

LEE HUTSON
NAME OF CONTACT PERSON

(281) 469-2679
PHONE

(281) 469-4720
FAX

P.O. Box 690548 HOUSTON, TX. 77269
REMITTANCE ADDRESS

LEE HUTSON
NAME OF CONTACT PERSON

(281) 469-2679
PHONE

(281) 469-4720
FAX

NET 30
PAYMENT TERMS DISCOUNT

83-4624464
COMPANY TAX ID NO.

SAMPLE CONTRACT

Awarded vendor may be required to execute this agreement prior to commencement of service. This is provided for informational purposes only. Any exceptions to this agreement shall be included in your proposal response.

**AGREEMENT/CONTRACT
FOR
NAME OF SERVICES
(LOCAL CONTRACT NO. XX-XXX)**

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT MADE, entered into and executed by and between the CITY OF MISSOURI CITY, a body corporate and politic under the laws of the State of Texas, hereinafter called "CITY", and CONTRACTOR hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the CITY (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

SCOPE OF SERVICES

**SECTION II
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The CITY shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III
TERM AND TERMINATION**

This AGREEMENT is effective _____ and remains in effect for _____ years from the effective date, unless sooner terminated under the terms of this AGREEMENT. Upon expiration of the initial term, this AGREEMENT may be renewed for ___ additional one-year options with the same terms and conditions.

The CITY reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

**SECTION IV
COMPLIANCE AND STANDARDS**

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

Force Majeure. Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the CITY may cancel the services order without penalty.

SECTION V THE CONTRACTOR'S COMPENSATION

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the CITY shall pay the CONTRACTOR the amount not exceed \$00 per annum.

SECTION VI TIME OF PAYMENT

Payment by the CITY to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY.

The CONTRACTOR shall submit, to the appropriate CITY staff member, an invoice in a form acceptable to the CITY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The CITY contract manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the CITY contract manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

Invoices shall be submitted via electronic mail to the following address:

City of Missouri City
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489

accounts payable@missouricitytx.gov

Invoices ed without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the CITY'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent (1%) percent; and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

The CITY shall notify a vendor of an error in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice. If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue. If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.

SECTION VII TERMINATION

The CITY may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the CITY in the event the CITY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the CITY shall pay the CONTRACTOR all amounts due up to the time of termination.

SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

**CONTRACTOR CONTACT PERSON
ADDRESS
EMAIL
PHONE NUMBER**

All notices and communications under this Agreement shall be sent to the CITY at the following address:

City of Missouri City
Attn: Procurement and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489
purchasing@missouricitytx.gov

**SECTION IX
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the CITY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY for materials testing to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

**SECTION IX
SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION X
MEDIA**

Contact with the news media shall be the sole responsibility of the CITY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

**SECTION XI
AUTHORITY OF CITY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY'S project manager. The CITY'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the CITY'S project

manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

SECTION XIII FISCAL FUNDING

The CITY'S fiscal year is October 1st through September 30th.

If this contract extends beyond September 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION XIV INSURANCE REQUIREMENTS

If required, as indicated below, the CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, a current certificate of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document.

POLICY REQUIREMENTS (IF APPLICABLE)

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the CITY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) **Worker's Compensation:** Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability with minimum limits of \$1,000,000 each accident and each employee;
- (b) **Commercial General Liability:** General Liability Coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 in aggregate;
- (c) **Automobile Liability:** Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be \$1,000,000 combined single limit each accident for bodily injury and property damage; and
- (d) **Professional Liability (Errors and Omissions):** Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance

and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) Provide for notice to the CITY at the address shown in this Agreement;
- (d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and
- (e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

NOTICES

All notices shall be given to the CITY at the following address:

City of Missouri City
Purchasing and Risk Management
1522 Texas Parkway
Missouri City, Texas 77489

APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

SECTION XV PROHIBITION ON BOYCOTTING ISRAEL

Pursuant to Section 2270.002, Texas Government Code, the CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit A, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that

CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

**SECTION XVI
ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATIONS
PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVII
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XIII
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XIX
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said CITY has lawfully caused these presents to be executed by the City Manager of said CITY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Missouri City, Texas on the _____ day of _____, 2018.

Reviewed by: _____
Procurement & Risk Manager

Department Director: _____ Date: _____

CYPRESS CHECK POST MORTGAGE
COMPANY NAME OF TEXAS

CITY OF MISSOURI CITY

E. Galt

Signature

CM or ACM

Title: Vice President

Title

3/9/2020

Date

Date

EXHIBIT A

I, E. LEE HUTSON

being an adult over the age of eighteen (18) years and the undersigned authorized representative

of CYPRESS CREEK PEST CONTROL OF TEXAS

(hereafter referred to as "Company"), do hereby verify that the above-named Company, under the provisions of Subtitle F, Title 10, Texas Government Code, Chapter 2270:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of this Agreement with the City of Missouri City.

Pursuant to Section 2270.001, Texas Government Code, the following term has the following meaning:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

E. Lee Hutson
Signature

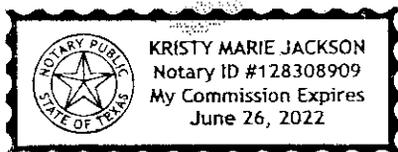
3/5/2020
Date

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me this 5th day of March, 2020,

by E. Lee Hutson



Kristy Marie Jackson
Notary Public, State of Texas

Exhibit "IV"
Bid Sheet
IFB # 20-332

EST.
ANNUAL
QTY.

UNIT

UNIT PRICE BID

EXTENDED PRICE

ITEM

DESCRIPTION

1

Mosquito Spraying Service - One complete application of mosquito control chemicals on each and every street within the City of Missouri City.

70

Applications

\$ 1900.⁰⁰

\$ 133,000.⁰⁰

2

Additional Services - Extra application of mosquito control chemicals in specific area as requested by the City.

50

Hours

\$ 95.⁰⁰

\$ 4750.⁰⁰

Total Contract Amount:

\$ 137,750.⁰⁰



CITY COUNCIL AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Item: 9(d) Consider authorizing the negotiation and execution of a contract for the construction and installation of permanent signage at three (3) city parks.
Submitted by: Jason Mangum, Director of Parks and Recreation

SYNOPSIS

The Department of Parks and Recreation requests authorization for the interim City Manager to negotiate and enter into a contract with BASS Construction Co. for construction and installation of permanent park signage at three (3) city parks.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Have quality development through buildout

BACKGROUND

Over the last few years the City Parks and Recreation Department has been engaged with TBG Design in the design for new signage at our parks. City Council noted a positive consensus for the concept for the proposed signage design standards of the parks system at an October 16, 2017 Special meeting.

Based on the approved design, staff contacted Bass Construction Co. through the BuyBoard for construction. Signage at Independence Park, Mosely Park and at Roane Park will be demolished, removed and completely replaced with new signage over the next 180 days from Notice To Proceed.

Subsequently, staff from Parks and Public Works have determined and recommends the product offered by Bass Construction Co. to include construction and full installation. Signs constructed and installed by Bass Construction Co. carry with them a minimum five (5) year warranty against defects.

Staff has determined that Bass Construction Co. is available through the BuyBoard Contract # 520-16 Area C - BBC and because of this the requirement for competitive bids has been met.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY2020 Funds Budgeted	FY2020 Funds Available	Amount Requested
Park Zone 5	275-58200-16-999-30023	Land Improvement	\$ 35,000	\$ 35,000	\$ 34,837
Park Zone 7	277-58200-16-999-30023	Land Improvement	\$ 47,200	\$ 47,200	\$ 46,862

General Fund	101-53504-16-150-30023	Contractual Services	\$ 20,000	\$ 20,000	\$ 20,000
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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 eziQC Buy Board contract
- 2 Quote for park signs

STAFF'S RECOMMENDATION

The Department of Parks and Recreation recommends the interim City Manager be authorized to negotiate and enter into a contract with Bass Construction Co. for construction and installation of permanent park signage at three (3) city parks in the amount of \$ 101,699.

Director Approval: Jason S. Mangum, CPRE

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



Detailed Scope of Work

To: Buck Bass
Bass Construction Co.
1124 Damon St
Rosenberg, TX 77471
281-342-2022

From: Mark Law
City of Missouri City
3845 Cartwright
Missouri City, TX 77459
2814038539

Date Printed: May 01, 2020

Work Order Number: 079186.00

Work Order Title: City Park Signage

Brief Scope: City Park Signs

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Proposal for Three Secondary Signs per the Park Signage Scope of Work Described Below:

The following is a turnkey proposal that includes insurance, contractor registration, supervision, labor, materials, equipment to do the Park Signage that is detailed on the drawings you provided from TBG dated 5/3/19 and per our walk thru at each location on 3/17/2020:

Independence Park - Build Back of One Secondary Sign - \$34,837.00
(FABRICATE & INSTALL DOUBLE FACED CORTEN CABINET WITH 1/2"FCO ALUM PAINTED COPY AND 1'8"X1'6" CAST ALUM. PLAQUES AND ASSOCIATED MASONRY. DRAWING HAS 3/8 & 1/2" INDICATED FOR LETTERS)

Mosely Park - Build Back of One Secondary Sign - \$33,575.00
(FABRICATE & INSTALL DOUBLE FACED CORTEN CABINET WITH 1/2"FCO ALUM PAINTED COPY AND 1'8"X1'6" CAST ALUM. PLAQUES AND ASSOCIATED MASONRY. DRAWING HAS 3/8 & 1/2" INDICATED FOR LETTERS)

Roane Park - Build Back of One Secondary Sign - \$33,287.00
(FABRICATE & INSTALL DOUBLE FACED CORTEN CABINET WITH 1/2"FCO ALUM PAINTED COPY AND 1'8"X1'6" CAST ALUM. PLAQUES AND ASSOCIATED MASONRY. DRAWING HAS 3/8 & 1/2" INDICATED FOR LETTERS)

Clarifications: This is based only on the details of the specific signs requested (“Secondary”) at the three locations, this specifically excludes any of the Identifier, Directional, Trailhead and Trail Marker signage on Sheets SG 3.0, SG 4.0, SG 5.0 & SG 6.0.

Other Exclusions: Payment & Performance Bonds, Demolition (By Owner), Taxes, Electrical, Earthwork and any

Detailed Scope of Work Continues..

Work Order Number: 079186.00

Work Order Title: City Park Signage

unforeseen or undescribed items not detailed in the quote above and attached scope of work.

Subject to the terms and conditions of JOC Contract **520-16 Area C - BCC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: May 01, 2020

Re: IQC Master Contract #: 520-16 Area C - BCC
Work Order #: 079186.00
Owner PO #:
Title: City Park Signage
Contractor: Bass Construction Co.
Proposal Value: \$101,699.00

Section - 10 **\$101,699.00**

Proposal Total **\$101,699.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **100.00%**

Contractor's Price Proposal - Detail

Date: May 01, 2020

Re: IQC Master Contract #: 520-16 Area C - BCC
 Work Order #: 079186.00
 Owner PO #:
 Title: City Park Signage
 Contractor: Bass Construction Co.
 Proposal Value: \$101,699.00

Sect.	Item	Mod.	UOM	Description	Line Total	
Labor	Equip.	Material	(Excludes)			
Section - 10						
1	10 00 00 00 1255		1	Three Custom Signs	\$101,699.00	
		NPP		Installation		
			Quantity	Unit Price	Factor	Total
			1.00	101,699.00	1.0000 =	101,699.00

Subtotal for Section - 10 **\$101,699.00**

Proposal Total **\$101,699.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **100.00%**

Subcontractor Listing

Date: May 01, 2020

Re: IQC Master Contract #: 520-16 Area C - BCC
 Work Order #: 079186.00
 Owner PO #:
 Title: City Park Signage
 Contractor: Bass Construction Co.
 Proposal Value: \$101,699.00

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



CITY COUNCIL AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Item: 10(a) Disannexation of a 34.16-acre tract of land
Submitted by: E. Joyce Iyamu, City Attorney

SYNOPSIS

The owner of a 34.16-acre tract of land has petitioned for the disannexation of the property. This is the first of two readings of the ordinance disannexing the property.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout.

BACKGROUND

Pursuant to Sections 43.142 and 43.145 of the Texas Local Government Code and Section 2.02 of the City's Home Rule Charter, Sienna 325, L.P. ("Sienna") has requested that the City of Missouri City disannex an approximate 34.16-acre tract of land for residential development. This proposal was initially presented to the City Council on March 10, 2020, at a special meeting at which Sienna's representative was present. The first public hearing was held on April 13, 2020. Sienna desires to utilize the land for single family residential uses set forth in the City's zoning ordinance as R-1, R-1-A, R-2, R-3, R-4, R-5, R-6, or other single family uses. If disannexed, the land may become subject to a land development agreement that incorporates portions of the Sienna Plantation Joint Development Agreement, as amended. The land is located within the corporate limits of Missouri City, Texas, north of the Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of the Westpoint Estates residential subdivision.

Notice of the first public hearing was published on Wednesday, April 8, 2020, in the *Fort Bend Independent* and the first public hearing was held on April 13, 2020. The proposed concept plan for the land proposed to be disannexed was reviewed by the Missouri City Planning and Zoning Commission on Wednesday, April 8, 2020. Notice of this second public hearing was published on Wednesday, April 1, 2020, in the *Fort Bend Independent*, and the second public hearing was held on April 20, 2020. No individuals spoke for or against the proposed disannexation.

BUDGET ANALYSIS

The Property has a market value of \$1,483,330.

Purchasing Review: N/A
Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Ordinance
2. Petition
3. Depiction

STAFF'S RECOMMENDATION

Action required: Consider adopting the ordinance on the first of two readings.

**Assistant City Manager/
City Manager Approval:**

Bill Atkinson, Interim City Manager

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, DISANNEXING AN APPROXIMATE 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.; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE.

* * * * *

WHEREAS, Sienna 325, L.P. (the "Owner"), the owner of an approximate 34.16-acre tract of land, more particularly described on Exhibit "A" attached hereto and located within the corporate limits of Missouri City, Texas, 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 "Property") has petitioned the City of Missouri City (the "City") to disannex and detach such land from the City in accordance with Sections 43.142 and 43.145 of the Texas Local Government Code and Section 2.02 of the City's Home Rule Charter; and

WHEREAS, at the time of the adoption of this Ordinance, the City of Missouri City has a population more than 4,000; and

WHEREAS, at the time of the adoption of this Ordinance, Fort Bend County and Harris County have populations of more than 205,000; and

WHEREAS, the Property includes at least three contiguous acres that are unimproved and adjoining the municipality; and

WHEREAS, the Owner, on behalf of its agents, heirs, executors, successors, assigns, and administrators, has determined that the amount of property taxes and fees collected by the City during the time the Property has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Property during that same period, and in so determining has released and forever discharged the City from any and all remedies or rights as set forth in law or equity pertaining to such taxes and fees; and

WHEREAS, the City timely published notice and held two public hearings at which persons interested in such disannexation were afforded the opportunity to be heard; and

WHEREAS, the City has determined that the Property is unimproved and is within the vicinity of the City's boundaries; and

WHEREAS, the City Council of the City finds that it is in the best interest of the City to grant the petition, disannex the Property as part of the City; now therefore,

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Property described on Exhibit "A" is hereby disannexed from the municipal boundaries of the City. The Mayor of the City is authorized to enter an order into the

records of the City confirming the disannexation of the Property, and City staff members are hereby authorized to do all things reasonably required to implement this Ordinance.

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

Section 4. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions hereof. Such remaining portion or portions shall be and remain in full force and effect. Should this Ordinance for any reason be ineffective as to any part of the area hereby disannexed from the City of Missouri City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of the Ordinance as to all of the remainder of such area. The City Council hereby declares its purpose to disannex from the City of Missouri City every part of the area described in Section 2 of this Ordinance. Provided, further, that if there is included in the general description of territory set out in Section 2 of this Ordinance any land or area which is already not a part of and excluded from the general limits of the City of Missouri City or for which the City of Missouri City does not have legal authority to disannex, the same is hereby excluded and excepted from the territory to be disannexed as fully as if such excluded and excepted area was specifically described herein.

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

PETITION FOR DISANNEXATION

SIENNA 325, L.P., a Texas limited partnership (the "Petitioner") represents that the Petitioner owns the majority of land of the approximately 34 acres described on the attached **Exhibit "A"** made a part hereof (the "Tract"), all located within the city limits of the City of Missouri City.

Petitioner hereby petitions the City of Missouri City ("City") to disannex all of the Tract so as to be situated outside the City boundaries.

Petitioner desires that the Tract be disannexed in accordance with Section 43.142 of the Texas Local Government Code, and not for failure to provide services as that process is set forth in Section 43.141, Texas Local Government Code.

Furthermore, the Petitioner acknowledges that the amount of property taxes and fees collected by the City during the time this Tract has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the areas during that same period; and thus, the Petitioners waive any remedies or rights as set forth in law (specifically Section 43.148, Texas Local Government Code) or equity pertaining to same.

EXECUTED this 7th day of February, 2020.

SIENNA 325, L.P., a Texas limited partnership

By: Sienna 325 GP, LLC, a Texas
limited liability company, its General
Partner

By: 
Name: Alvin San Miguel
Title: Vice President

EXHIBIT A

Exhibit "A"

County: Fort Bend
Project: Sienna
Job No. 133325
MBS No. 13-147

FIELD NOTES FOR 34.160 ACRES

Being a tract containing 34.160 acres of land, located in the Thomas Barnett League, Abstract 7, in Fort Bend County, Texas; Said 34.160 acre tract being a call 34.160 acre tract recorded in the name of Sienna 325 LP in File Number 2013157640 of the Official Records of Fort Bend County (O.R.F.B.C); Said 34.160 acre tract being more particularly described by a metes and bounds description as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Beginning at a 5/8-inch iron rod found at the southeast corner of Sienna Parkway (140-foot width) as described in a Right-of-Way Deed recorded in Volume 2030, Page 958 of the O.R.F.B.C., from which the northeast corner of Sienna Parkway (160-foot width) as dedicated in a Roadway Plat recorded in Slide Number 1176 B of the Fort Bend County Plat Records (F.B.C.P.R.) and the northwest corner of Reserve "A", Sienna Steep Bank Village, Section One bears North 87 degrees 13 minutes 35 seconds East, a distance of 11.60 feet;

Thence, with the easterly Right-of-Way (R.O.W.) line of said Sienna Parkway (140-foot width), the following four (4) courses:

- 1) 239.18 feet along the arc of a curve to the right, said curve having a radius of 1930.00 feet, a central angle of 07 degrees 06 minutes 02 seconds and a chord that bears North 29 degrees 40 minutes 24 seconds West, a distance of 239.03 to a 5/8-inch iron rod found;
- 2) North 26 degrees 05 minutes 04 seconds West, a distance of 1001.33 feet to a 5/8-inch iron rod found;
- 3) 351.86 feet along the arc of a curve to the right, said curve having a radius of 1930.00 feet, a central angle of 10 degrees 26 minutes 44 seconds and a chord that bears North 20 degrees 50 minutes 36 seconds West, a distance of 351.37 feet to a 5/8-inch iron rod found;
- 4) North 15 degrees 40 minutes 51 seconds West, a distance of 82.58 feet to the southerly R.O.W. line of McKeever Road (80-foot width), a R.O.W. recorded in File Number 1941033014 of the O.R.F.B.C. and the northerly line of aforesaid 34.177 acre tract, from which a found 5/8-inch iron rod bears South 87 degrees 55 minutes 51 seconds West, a distance of 1.05 feet;

Thence, with the northerly and easterly line of said 34.177 acre tract, the following eight (8) courses:

- 1) North 87 degrees 04 minutes 27 seconds East, a distance of 430.74 feet to a 5/8-inch iron rod found;
- 2) 449.82 feet along the arc of a curve to the right, said curve having a radius of 638.60 feet, a central angle of 40 degrees 21 minutes 30 seconds and a chord that bears South 72 degrees 26 minutes 59 seconds East, a distance of 440.58 feet to a 5/8-inch iron rod found;

Exhibit "A"

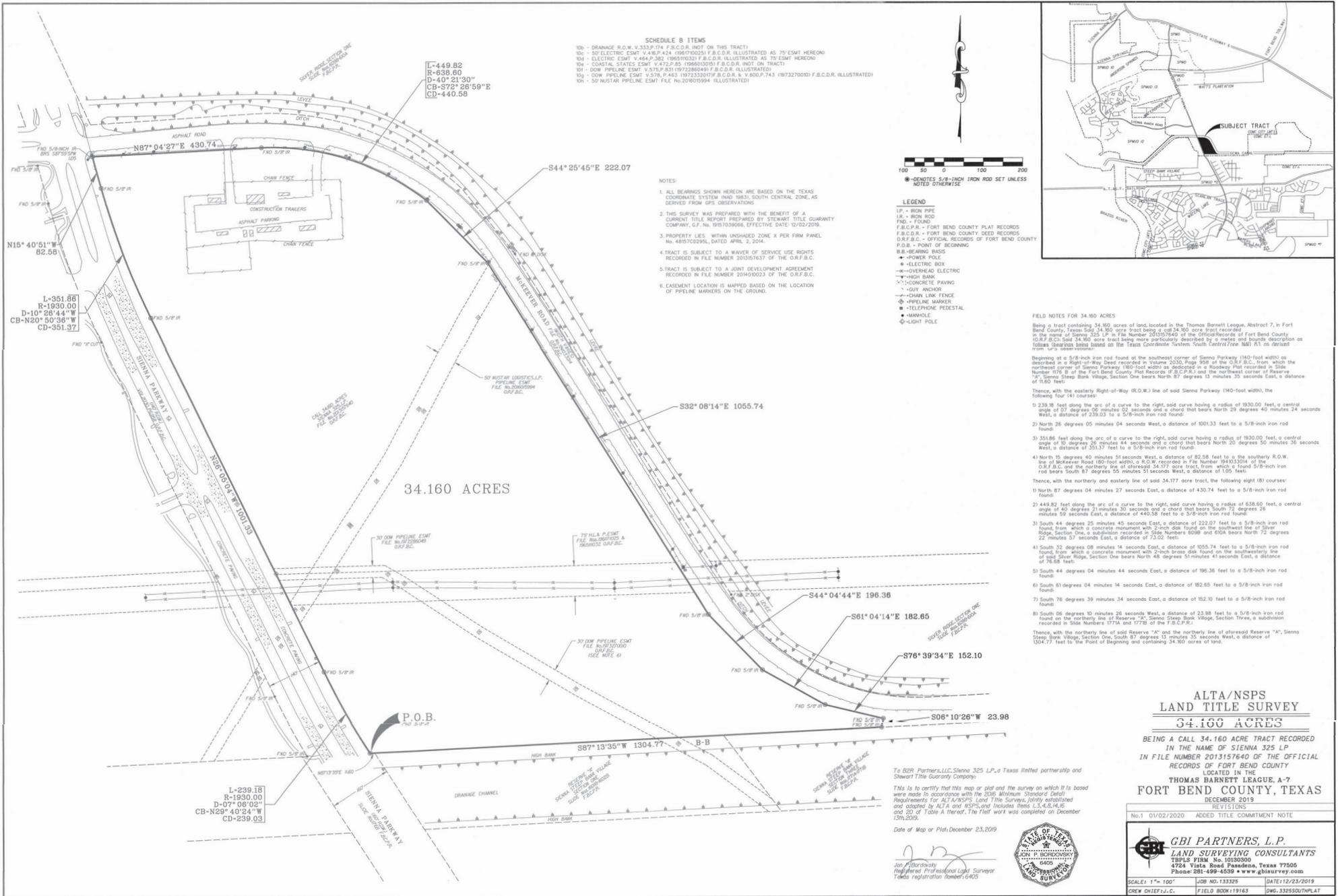
- 3) South 44 degrees 25 minutes 45 seconds East, a distance of 222.07 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southwest line of Silver Ridge, Section One, a subdivision recorded in Slide Numbers 609B and 610A bears North 72 degrees 22 minutes 57 seconds East, a distance of 73.02 feet;
- 4) South 32 degrees 08 minutes 14 seconds East, a distance of 1055.74 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch brass disk found on the southwesterly line of said Silver Ridge, Section One bears North 48 degrees 51 minutes 41 seconds East, a distance of 76.68 feet;
- 5) South 44 degrees 04 minutes 44 seconds East, a distance of 196.36 feet to a 5/8-inch iron rod found;
- 6) South 61 degrees 04 minutes 14 seconds East, a distance of 182.65 feet to a 5/8-inch iron rod found;
- 7) South 76 degrees 39 minutes 34 seconds East, a distance of 152.10 feet to a 5/8-inch iron rod found;
- 8) South 06 degrees 10 minutes 26 seconds West, a distance of 23.98 feet to a 5/8-inch iron rod found on the northerly line of Reserve "A", Sienna Steep Bank Village, Section Three, a subdivision recorded in Slide Numbers 1771A and 1771B of the F.B.C.P.R.;

Thence, with the northerly line of said Reserve "A" and the northerly line of aforesaid Reserve "A", Sienna Steep Bank Village, Section One, South 87 degrees 13 minutes 35 seconds West, a distance of 1304.77 feet to the **Point of Beginning** and containing 34.160 acres of land.

PLAT OF SURVEY WAS PREPARED IN CONNECTION WITH THE HEREIN DESCRIPTION AND FILED UNDER JOB NUMBER 133325, GBI PARTNERS, LP.

GBI PARTNERS, L.P.
TBPELS Firm No. 10130300
Ph: 281.499.4539
December 23, 2019

Exhibit "A"

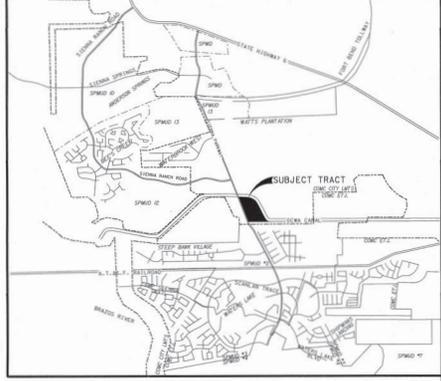


- SCHEDULE B ITEMS**
- 100 - DRAINAGE R.O.W. V.333.P.174 F.B.C.D.R. (NOT ON THIS TRACT)
 - 101 - 50' ELECTRIC ESMT. V.449.P.424 1986702025 F.B.C.D.R. (ILLUSTRATED AS 75' ESMT. HEREON)
 - 102 - ELECTRIC ESMT. V.449.P.361 1986703023 F.B.C.D.R. (ILLUSTRATED AS 75' ESMT. HEREON)
 - 103 - COASTAL STATES ESMT. V.472.P.85 1986605029 F.B.C.D.R. (NOT ON TRACT)
 - 104 - 50' PIPELINE ESMT. V.378.P.433 1972330179 F.B.C.D.R. (ILLUSTRATED AS 50' PIPELINE HEREON)
 - 105 - 50' PIPELINE ESMT. V.378.P.443 1972330179 F.B.C.D.R. & V.600.P.743 1973270070 F.B.C.D.R. (ILLUSTRATED AS 50' PIPELINE HEREON)
 - 106 - 50' NUSTAR PIPELINE ESMT. FILE NO. 2010602034 (ILLUSTRATED)

- NOTES:**
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 1983), SOUTH CENTRAL ZONE, AS DERIVED FROM GPS OBSERVATIONS.
 2. THIS SURVEY WAS PREPARED BY THE BENEFIT OF A CURRENT TITLE REPORT PREPARED BY STEWART TITLE GUARANTY COMPANY, C.F. No. 9157039066, EFFECTIVE DATE: 12/02/2019.
 3. PROPERTY LIES WITHIN UNSHADDED ZONE X PER FIRM PANEL No. 4870202981, DATED APRIL 2, 2004.
 4. TRACT IS SUBJECT TO A WAIVER OF SERVICE USE RIGHTS RECORDED IN FILE NUMBER 2013157637 OF THE O.R.F.B.C.
 5. TRACT IS SUBJECT TO A JOINT DEVELOPMENT AGREEMENT RECORDED IN FILE NUMBER 2014000023 OF THE O.R.F.B.C.
 6. EASEMENT LOCATION IS MAPPED BASED ON THE LOCATION OF PIPELINE MARKERS ON THE GROUND.



- LEGEND**
- 1" - IRON PIPE
 - 1/2" - IRON ROD
 - FINO - FOUND
 - F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS
 - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
 - O.R.F.B.C. - OFFICIAL RECORDS OF FORT BEND COUNTY
 - P.O.B. - POINT OF BEGINNING
 - B.B. - BEARING BASIS
 - HP - POWER POLE
 - EB - ELECTRIC BOX
 - OE - OVERHEAD ELECTRIC
 - HB - HIGH BANK
 - CP - CONCRETE PAVING
 - AI - IRON ANCHOR
 - CL - CHAIN LINK FENCE
 - PM - PIPELINE MARKER
 - TE - TELEPHONE PEDESTAL
 - MAN - MANHOLE
 - LP - LIGHT POLE



FIELD NOTES FOR 34.160 ACRES

Being a tract containing 34.160 acres of land, located in the Thomas Barnett League, Abstract 7, in Fort Bend County, Texas, said 34.160 acre tract being a certain tract recorded in the name of SIENNA 325 LP in File Number 2013157640 of the Official Records of Fort Bend County (O.R.F.B.C.) said 34.160 acre tract being more particularly described by a metes and bounds description as follows: *beginning* being based on the Texas Coordinate System, South Central Zone, NAD 83 as derived from GPS observations:

- Beginning at a 5/8-inch iron rod found at the southeast corner of Sienna Parkway (140-foot width) as described in a Right-of-Way Deed recorded in Volume 2030, Page 588 of the O.R.F.B.C. from which the northeast corner of Sienna Parkway (180-foot width) as indicated in a Roadway Plat recorded in Slide Number 1778 (B) of the Fort Bend County Plat Records (O.R.F.B.C.) and the northeast corner of Reserve "A", Sienna Steep Bank Village, Section One bears North 87 degrees 13 minutes 35 seconds East, a distance of 1304.77 feet;
- Thence, with the easterly Right-of-Way (R.O.W.) line of said Sienna Parkway (140-foot width), the following four (4) courses:
- 1) 239.18 feet along the arc of a curve to the right, said curve having a radius of 930.00 feet, a central angle of 07 degrees 06 minutes 52 seconds and a chord that bears North 29 degrees 40 minutes 24 seconds West, a distance of 239.02 feet to a 5/8-inch iron rod found;
 - 2) North 26 degrees 05 minutes 04 seconds West, a distance of 800.33 feet to a 5/8-inch iron rod found;
 - 3) 351.86 feet along the arc of a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 10 degrees 36 minutes 44 seconds and a chord that bears North 30 degrees 50 minutes 36 seconds West, a distance of 351.37 feet to a 5/8-inch iron rod found;
 - 4) North 15 degrees 40 minutes 51 seconds West, a distance of 82.58 feet to a southerly R.O.W. line of McKeever Road (80-foot width), a R.O.W. recorded in File Number 194303014 of the O.R.F.B.C. and the northerly line of a certain 34.177 acre tract, from which a found 5/8-inch iron rod bears South 87 degrees 55 minutes 51 seconds West, a distance of 1305 feet;
- Thence, with the northerly and easterly line of said 34.177 acre tract, the following eight (8) courses:
- 1) North 87 degrees 04 minutes 27 seconds East, a distance of 430.74 feet to a 5/8-inch iron rod found;
 - 2) 448.82 feet along the arc of a curve to the right, said curve having a radius of 638.60 feet, a central angle of 40 degrees 21 minutes 20 seconds and a chord that bears South 75 degrees 26 minutes 59 seconds East, a distance of 448.58 feet to a 5/8-inch iron rod found;
 - 3) South 44 degrees 29 minutes 45 seconds East, a distance of 222.07 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southwest line of Silver Ridge, Section One, a subdivision recorded in Slide Numbers 6098 and 6104 bears North 72 degrees 22 minutes 57 seconds East, a distance of 73.02 feet;
 - 4) South 22 degrees 08 minutes 14 seconds East, a distance of 1055.74 feet to a 5/8-inch iron rod found, from which a concrete monument with 2-inch disk found on the southeasterly line of Silver Ridge, Section One bears North 48 degrees 51 minutes 41 seconds East, a distance of 76.68 feet;
 - 5) South 44 degrees 04 minutes 14 seconds East, a distance of 196.36 feet to a 5/8-inch iron rod found;
 - 6) South 61 degrees 04 minutes 14 seconds East, a distance of 182.65 feet to a 5/8-inch iron rod found;
 - 7) South 76 degrees 39 minutes 34 seconds East, a distance of 152.10 feet to a 5/8-inch iron rod found;
 - 8) South 06 degrees 10 minutes 26 seconds West, a distance of 23.98 feet to a 5/8-inch iron rod found on the northerly line of Reserve "A", Sienna Steep Bank Village, Section Three, a subdivision recorded in Slide Numbers 1771A and 1773B of the F.B.C.P.R.;
- Thence, with the northerly line of said Reserve "A" and the northerly line of a certain Reserve "A", Sienna Steep Bank Village, Section One, South 87 degrees 13 minutes 35 seconds West, a distance of 1304.77 feet to the Point of Beginning and containing 34.160 acres of land.

**ALTA/NSPS
LAND TITLE SURVEY**

34.160 ACRES

BEING A CALL 34.160 ACRE TRACT RECORDED IN THE NAME OF SIENNA 325 LP IN FILE NUMBER 2013157640 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY LOCATED IN THE THOMAS BARNETT LEAGUE, A-7 FORT BEND COUNTY, TEXAS

DECEMBER 2019

REVISIONS

No.1 01/02/2020 ADDED TITLE COMMITMENT NOTE

To: BDR Partners, LLC, Sienna 325 LP, a Texas limited partnership and Stewart Title Guaranty Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the O&M Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 14, 15 and 20 of Title A thereof. The field work was completed on December 13th, 2019.

Date of Map or Plat: December 23, 2019



Jan Fibrolovsky
Registered Professional Land Surveyor
Texas registration number: 6455

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
TBPLS FIRM No. 10130300
4845 Vicksburg Road Pasadena, Texas 77005
Phone: 281-499-4539 • www.gbiurvey.com

SCALE: 1" = 100'
JOB NO. 133325 DATE: 12/23/2019
CREW CHIEF: J.F.C. FIELD BOOK: 119163 DWG. 3325507NPLAT



CITY COUNCIL AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Item: 10(b) Development Agreement for a 34.16-acre tract of land
Submitted by: Otis Spriggs, Director of Development Services

SYNOPSIS

This is the first of two readings of an ordinance authorizing the execution of the development agreement between the City of Missouri City, Texas (the "City"), and Sienna 325, L.P., owner of a 34.16-acre tract of land (the "Property").

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout.

BACKGROUND

Sienna 325, L.P. desires to subject its 34.16-acre tract of land to a majority of the requirements contained in the Sienna Plantation Joint Development Agreement ("Sienna DA"), adopted by the City in 1996, as amended.

This proposed development agreement:

- Provides for single-family residential development (R-1 through R-6 or as set forth in an attached exhibit);
- Provides that the developer will develop the Property in accordance with a land use plan (providing for residential uses) and in accordance with the rules, obligations, and restrictions of the Sienna DA, except the following:
 - All references to the City Code will be construed to refer to such references as they exist on the effective date of the development agreement;
 - Article III, Sections 3.08 and 3.09 (relating to consent to create municipal utility districts);
 - Article V, Amended Sections 5.02 and 5.03 (providing for construction of a fire station) and amended Section 5.04 (providing for the installation of traffic signals);
 - Article IX, Section 9.05, Subsections 9.06(a) and 9.06(b), and any other provisions of Article IX providing for arbitration;
 - Exhibit "G," Schedule of Fees;
 - The entire Fifth Amendment to the Sienna DA, dated November 5, 2007 (repealed by the Eighth Amendment to account for the new development in Sienna South); and
 - The entire Eighth Amendment to the Sienna DA dated July 15, 2013; and
- Provides for a 30-year term.

The Planning and Zoning Commission reviewed the proposed development agreement land use on April 8, 2020, and forwards a positive recommendation.

BUDGET ANALYSIS

The Property has a market value of \$1,483,330.

Purchasing Review: N/A

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

SUPPORTING MATERIALS

1. Ordinance and agreement (except for Exhibit C, a copy of applicable ordinances)(*forthcoming*)
2. Draft P&Z minutes (April 8, 2020)
3. P&Z staff report
4. Depiction of property

STAFF'S RECOMMENDATION

Action required: Staff and the Planning and Zoning Commission recommend a positive recommendation.

**Assistant City Manager/
City Manager Approval:**

Glen A. Martel, ACM

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MISSOURI CITY AND SIENNA 325, L.P. FOR THE DEVELOPMENT OF PROPERTY 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 FOR RESIDENTIAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Sienna 325, L.P. (“Developer”) owns approximately 34.16 acres of land 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 “Property”); and

WHEREAS, the Property is located in the extraterritorial jurisdiction of Missouri City or will be located in the extraterritorial jurisdiction of Missouri City pursuant to action occurring on or about the date of the adoption of this Ordinance; and

WHEREAS, pursuant to Ordinance No. O-96-05, the City entered into a development agreement known as the Sienna Plantation Joint Development Agreement, dated February 19, 1996, with Sienna Plantation Development Company, which regulates the development of a master-planned community of approximately 7,361 acres of land in Fort Bend County, Texas (“Sienna Plantation”); and

WHEREAS, the Developer desires to develop the Property in a manner that is consistent with the development of Sienna Plantation; and

WHEREAS, the Developer represents that adopting a development agreement will provide long-term certainty of the City’s regulatory requirements and standards applicable to such Property; 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 found to be true and correct.

Section 2. That the mayor and city secretary of the City are hereby authorized and directed to execute and attest, respectively, the Development Agreement between the City of Missouri City, Texas, and Sienna 325, L.P. for the Sienna McKeever residential development. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof.

Section 3. That 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, whether there be one or more parts.

PASSED and APPROVED on the first reading this ___ day of _____, 2020.

PASSED, APPROVED and ADOPTED on the 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



**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

3. READING OF THE MINUTES

- A.** Consider approval of the minutes of the March 11, 2020 Planning and Zoning Commission Meeting.

Motion: Approval of the March 11, 2020 minutes.

Made By: Commissioner Lucas
Second: Commissioner Norcom III

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

NAYES: None

ABSTENTIONS: Commissioner Brightwell

The motion passed.

4. REPORTS

A. COMMISSION REPORTS

(1) Chairperson of the Planning and Zoning Commission
None.

(2) Planning and Zoning Commissioners
None.

B. STAFF REPORTS

(1) Development Services

a. Director – Census 2020; Fair Housing Month

Otis Spriggs reported that the U.S. Census is now open. The Census is not only a population count, it is an opportunity to shape the future of Missouri City. Data received through the census basically decides where \$675 billion dollars set aside for federal funding is to be allocated each year. The funding influences over 100 programs, of which the City's CDBG (Community Development Block Grant) falls under, operates through the State, region and city. The census count process has set aside various ways for participation online, by phone and by mail. Final date to respond is July 31, 2020. Everyone is encouraged not only to participate, but also become ambassadors in terms of encouraging others to respond to the census.

Mr. Spriggs reported that City Council appointed a Complete Count Committee. The committee has been working diligently to promote the positive benefits of the particular count, while ensuring that individual privacy is upheld at all times.

Mr. Spriggs reported April is National Fair Housing Month. During this time, the community and the nation comes together to celebrate the anniversary of the Fair Housing Act of 1968. Fair Housing is not just an important tool of eliminating discrimination, it also helps strengthen families, communities, businesses, and overall economy.

Mr. Spriggs reported that on April 6, 2020, City Council issued a proclamation proclaiming April as National Fair Housing Month. Efforts of the CDBG committee is recognized, which on the committee participating is Commissioner Dr. Monica Rasmus.

Mr. Spriggs reported that a housing study is being conducted. The study will bring about information identifying marketing housing challenges, and is utilized as a tool by decision makers in moving forward to provide for quality houses.

Mr. Spriggs commended the Commission for upholding fair housing. On behalf of the City's Community Development Coordinator, Chalisa Dixon, CDAC (Community Development Advisory Committee), we virtually acknowledge April as National Fair Housing Month.

(2) Engineering

a. City Engineer – Fort Bend County Drainage District termination of impact fee

Jeremy Davis, Assistant City Engineer, reported on March 16, 2020, City Engineer was notified by Fort Bend County Drainage District that they will no longer charge impact fees to middle Oyster Creek, Flat Bank Creek and Stafford Run Watershed. Due to new ATLAS 14 and additional capacity near those channels.

Mr. Davis reported new developments in the area will be limited to the existing drainage capacity; no new capacity will be made.

(3) Legal

a. First Assistant City Attorney – Update on a proposed Outdoor Art Policy

Jamilah Way, First Assistant City Attorney, reported the Tourism Manager; Sade McAllen, Director of Parks and Recreation; Jason Mangum, Planning Division, and Legal Department had been working on different art regulations for the city. Public Art on public property or private property are two different areas. Private property would be regulated through zoning.

Ms. Way reported that a public art ordinance had been drafted, Chapter 17. The draft will be presented to City Council in May. The ordinance creates a process for selecting art that would be in a City of Missouri City public building or public property in parks, right of ways, or bridges. The state of Texas allows the City to raise funds for capital improvements, which is included in the draft ordinance. There is a proposal to create a commission of professional artist and members of the community. Smaller subcommittees of members from the community would be created as well.

5. PUBLIC COMMENT

None

6. PLATS

A. CONSENT AGENDA

- (1) Consider an application for a preliminary plat for Parkway Crossing Phase 1
- (2) Consider an application for a preliminary plat for Parks Edge Section Nine
- (3) Consider an application for a final plat for Sienna Section 32A and 32B
- (4) Consider an application for a final plat for Sienna Section 39A
- (5) Consider an application for a replat for Parkway Plaza Shopping Center

Chair Brown-Marshall inquired if the PD, Planned Development, for Parkway Crossing Phase 1 had been approved by Council.

Otis Spriggs, Director of Development Services, informed that the PD was a pending request before Council; it will have a second reading next month.

Chair Brown-Marshall inquired if the applicant just wanted to move forward in having the preliminary plat approved, pending full approval of the PD.

Mr. Spriggs responded, "Yes."

Chair Brown-Marshall inquired about the 58 lots on the application for Parks Edge Section Nine and 60 lots shown on the plat.

Vice-Chair Haney stated that the plat was probably showing the correct lots of 60, and the application was incorrect.

Motion: To approve the Consent Agenda.

Made By: Commissioner Haney

Second: Commissioner Lucas

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

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 amendment to the PD. No. 81 includes 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

8. 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 on item 8A(1) above.

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, Commissioner Luca

NAYES: None
ABSTENTIONS: None

The motion passed

9. OTHER MATTERS WITHIN THE JURISDICTION OF THE COMMISSION OR THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.

A. SIENNA PLANTATION JOINT DEVELOPMENT AGREEMENT

- (1) Consider adopting a recommendation on the general plan and land use for the development of an approximate 34.16 acre tract of land. The proposed area is located north of Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision. A petition to disannex the proposed area has been made. The proposed area is presently zoned SD suburban district with SUP, Specific Use Permit No. 193 providing for a temporary construction yard.

Jennifer Gomez, Planning Manager, presented the item. The Sienna Plantation Joint Development Agreement has been the City and developer's agreement that has helped facilitate development of the Sienna master plan community. The presented tract of land is at the intersection of McKeever Road and Sienna Parkway, to the east of intersection. The developer proposed to disannex and repurpose the tract of land for development and marketing opportunities.

The developer proposes single family residential uses consistent with standards in the community.

Ms. Gomez stated the property would have to be annexed into one of the Sienna utility districts to provide utility service for development that would occur.

Any development would be subject to Sienna's overall development agreement, which includes architectural standards and other development regulations consistent with the character seen developed in the Sienna community.

Ms. Gomez stated staff's recommendation to approve for the proposed land use.

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

Made By: Commissioner Lucas
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, Commissioner Lucas

NAYES: None
ABSTENTIONS: None

The motion passed

10. CLOSED EXECUTIVE SESSION

The Planning and Zoning Commission may go into Executive Session regarding any item

posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.

11. RECONVENE

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

12. ADJOURN

Motion: To adjourn

Made By: Commissioner 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

Egima Edwards
Planning
Technician



PLANNING AND ZONING COMMISSION
FINAL REPORT

AGENDA DATE: May 18, 2020

AGENDA ITEM SUBJECT: Sienna Plantation Joint Development Agreement – 34.16 acre tract of land

AGENDA ITEM NUMBER: 10.B.

PROJECT PLANNER: Jennifer Thomas Gomez, AICP, Planning Manager

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

Sonya Brown Marshall, Chair of the Planning & Zoning Commission


Sonya Brown Marshall, Chair

PROPERTY ID: 0007-00-000-0801-907 / 0007-00-000-0010-907
0007-00-000-0801-907 / 0007-00-000-0902-907

LOCATION: The proposed area is located north of Sienna Steep Bank Village residential subdivision, south of McKeever Road, east of Sienna Parkway, and west of Westpoint Estates residential subdivision.

RECOMMENDED ACTION:

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

BACKGROUND INFORMATION:

Sienna 325, L.P. (“developer”), presently owns the subject 34.16 acre tract of land. The developer has petitioned the city to deannex the property to allow for future development. To facilitate this development, the developer and the city are proposing a joint development agreement to provide certainty for regulatory requirements and to encourage continued high-quality development.

The developer proposes single family use for the property.

Since at least 1997, the property had been used as a temporary construction equipment yard. This yard was used to locate the construction trailers and equipment of home builders building within the Sienna master planned community. As growth in Sienna has moved south, this property is no longer a central location for the staging of such equipment. The construction equipment yard has since been relocated into Sienna South, within the city's ETJ, extraterritorial jurisdiction.

GENERAL SITE INFORMATION:

A. Existing Land Use and Zoning Designation: Temporary construction equipment yard / SUP No. 193; SD, suburban district

B. Surrounding Land Uses and Zoning Designations:

North: Briscoe Canal System / SD, suburban district; R-1, single family residential district

South: Fort Bend County Drainage right-of-way / ETJ

East: Briscoe Canal System / R-1, single family residential district

West: Commercial shopping center including Bees Creek market and the Learning Experience / PD, Planned Development District No. 36.

C. Zoning History:

12-21-1981:	Subject site annexed by the City of Missouri City and classified SD, suburban district (Ord. No. O-81-29).
04-21-1997:	SUP No. 134 approved to allow for a temporary construction equipment yard on a 2.043 acre tract of land (Ordinance O-97-11)
06-18-2001:	SUP No. 151 approved to allow for a temporary construction equipment yard on a 34.177 acre tract of land (Ordinance O-01-26)
06-15-2015:	SUP 193 approved to allow for the continued location of a temporary construction equipment yard. (Ordinance O-15-35)

ANALYSIS OF SUBJECT SITE:

A. Land Use regulations.

The developer proposes a general plan and land use to include single family use only for the property. Such single family use is proposed to be in accordance with

the City's zoning ordinance for the R-1, R-1-A, R-2, R-3, R-4, R-5, R-6, or other acceptable single family plan.

Staff recommended: Forwards a positive recommendation for the development of single family residential use on the property. The disannexation of the property would provide for the property to be annexed and develop as part of the Sienna master planned community. All development standards, including architectural standards, would be consistent with the overall community.

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

Sienna Plantation Joint Development Agreement –
34.16 acre tract of land

WATERBROOK

Primrose School
of Sienna

SILVER RIDGE

First Baptist
Church

Pepperoni's

Market at Bees Creek

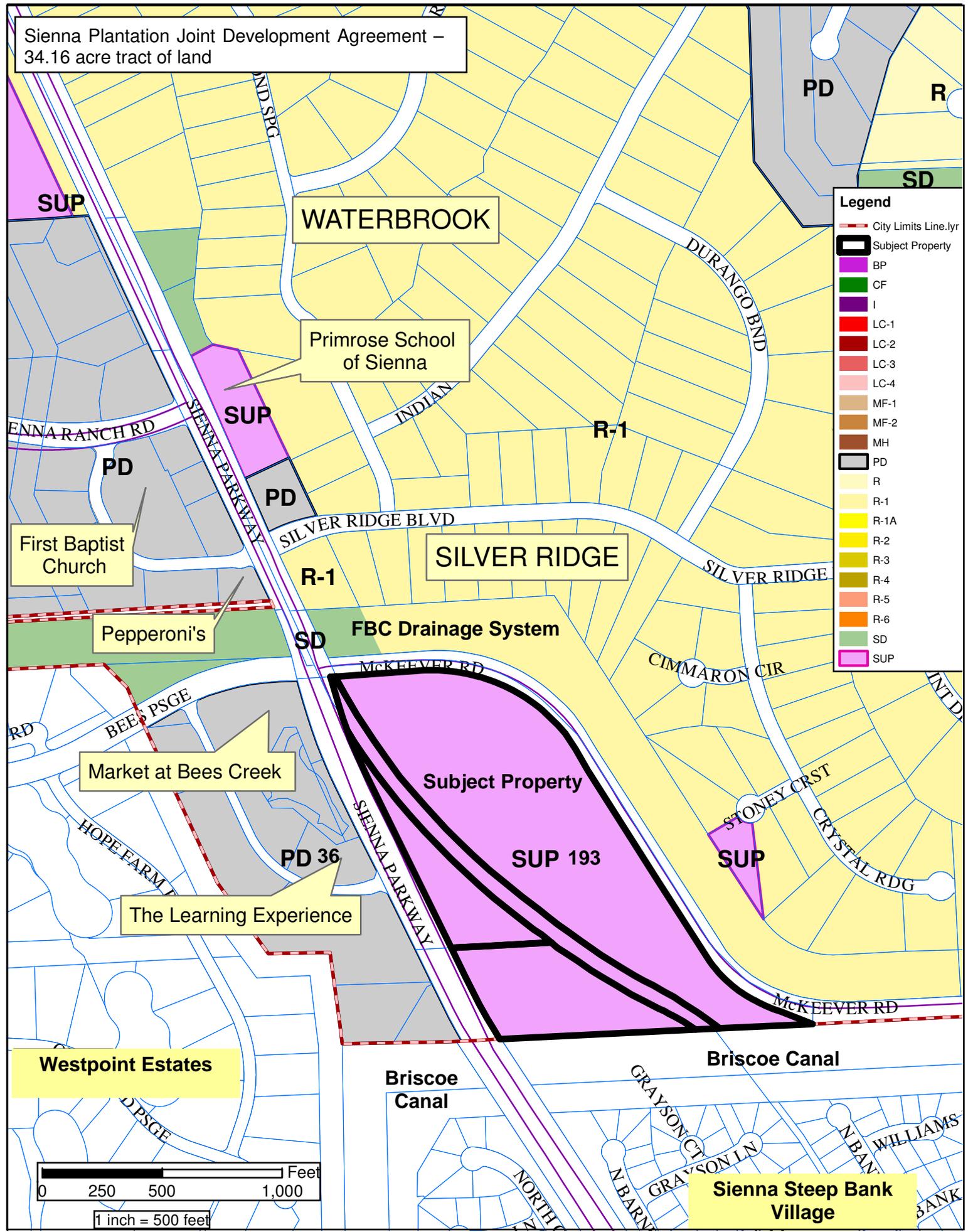
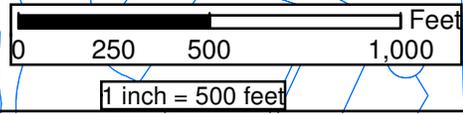
The Learning Experience

Westpoint Estates

Sienna Steep Bank
Village

Legend

-  City Limits Line, Iyr
-  Subject Property
-  BP
-  CF
-  I
-  LC-1
-  LC-2
-  LC-3
-  LC-4
-  MF-1
-  MF-2
-  MH
-  PD
-  R
-  R-1
-  R-1A
-  R-2
-  R-3
-  R-4
-  R-5
-  R-6
-  SD
-  SUP





**CITY COUNCIL
AGENDA ITEM COVER MEMO
May 18, 2020**

To: Mayor and City Council
Agenda Item: 10(c) Consider an ordinance adding Chapter 17, "Arts in Public Places Program," to the City Code of the City of Missouri City, Texas; providing for repeal; providing a penalty; and providing for severability.
Submitted by: Jason Mangum CPRE, Director of Parks and Recreation

SYNOPSIS

This ordinance will establish an arts in public places program, designed to create an enhanced visual environment for Missouri City Residents, to commemorate the city's cultural diversity, integrate art into the development of capital infrastructure, and to promote tourism and economic vitality through artistic design within Missouri City. Additionally, the ordinance establishes public art standards and a process for accepting or commissioning fine works of art, funding, and policy for managing the city's art collection. The ordinance also creates a council appointed arts commission to manage the collection, and provides for city manager appointed program administrator.

STRATEGIC PLAN 2020 GOALS ADDRESSED

- Create a great place to live

BACKGROUND

The need for a public arts program was realized after the city acquired three fine art pieces known as "Freedom Tree," a painting by Leonard Freeman, "Pursue Your Passion," a sculpture by Taft McWhorter, and "3 Musicians," a sculpture by David Adickes, over the last two years. These acquisitions initiated a lot of discussion about possession and placement of these art pieces. Therefore, it was determined that the city is in need of a comprehensive public arts program for future acquisition, placement and selection of art. As a collaborative effort, the Department of Development Services, Parks & Recreation Department, and Tourism Office held two public input sessions, conducted program research and, then, with the help of the City Attorney's Office, Chapter 17 of the City Code of Missouri City, establishing the Arts in Public Places Program, is proposed.

Designed to commemorate the city's cultural diversity, integrate art into the development of capital infrastructure, and to promote tourism and economic vitality through artistic design within Missouri City, the Arts in Public Places Program is proposed. This ordinance applies to all artwork constructed, commissioned, acquired, loaned, donated, performed or demonstrated in a city park, right-of-way, interior or exterior of any city facility meant for public display.

An Art's Commission is created and will be composed nine (9) city council appointed individuals. A city manager designated administrator is also established to serve as a facilitator and liaison between the program, the city, and the artist. The Art's Commission will be able to appoint subcommittees of appointed community member and art professionals. Article II within the ordinance addresses in detail the development of the Art Commissions guidelines, funding, donation & art on loan, and budget estimates. Within Article III, project criteria, review, recommendation, implementation, and documentation are discussed. The later articles include determination for artwork placement, signage for identification of artwork, and the maintenance of pieces, deaccession of artwork based on recommendation of the Art's Commission.

The draft ordinance was presented to the Parks Board on March 5, 2020 and to the Planning and Zoning Commission on April 8, 2020 both bodies forward a positive recommendation.

BUDGET ANALYSIS

N/A

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Staff recommends that Council approve the Public Art Ordinance.

Director Approval: Jason S. Mangum, CPRE

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

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, ADDING CHAPTER 17, ARTS IN PUBLIC PLACES PROGRAM, TO THE MISSOURI CITY CODE; PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Missouri City, Texas ("City Council") desires to create an enhanced visual environment for city residents, commemorate the city's rich cultural diversity, integrate the work of artists into the development of the city's capital infrastructure improvements, and promote tourism and economic vitality in the city through the artistic design of public spaces; and

WHEREAS, the city desires to establish a program and policy and procedures for managing this arts in public places program; and

WHEREAS, City Council finds it necessary to add Chapter 17, "Arts in Public Places Program," to the City Code of the City of Missouri City, Texas; 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 found to be true and correct.

Section 2. That Missouri City Code is hereby amended by adding a new Chapter 17 thereof to provide as follows:

"CHAPTER 17- ARTS IN PUBLIC PLACES PROGRAM

ARTICLE I. - IN GENERAL

Section 17-1. Purpose.

The ordinances in this chapter, including all sections now or hereafter amended, added or altered, shall constitute and be designated as the "Arts in Public Places Program," and may be so cited. The purpose of the Arts in Public Places Program is to create an enhanced visual environment for city residents, to commemorate the city's rich cultural diversity, integrate the work of artists into the development of the city's capital infrastructure improvements, and promote tourism and economic vitality in the city through the artistic design of public spaces.

Section 17-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Any office referred to in this chapter by title shall include the person

employed or appointed to that position and his duly authorized deputy or representative. Terms, phrases or words not expressly defined in this section are to be construed in accordance with the customary usage of such terms, phrases, or words. When necessary for a reasonable construction of this chapter, words in the singular shall include the plural, words in the plural shall include the singular, and words used or defined in one tense or form shall include other tenses or derivative forms.

- (a) *Administrator* means the administrator of the Arts in Public Places Program.
- (b) *Approving authority* means the city council when the expenditures for a project exceed \$50,000 and shall mean the city manager when the expenditures for a project are \$50,000 or less.
- (c) *Artist* means a practitioner in the visual and or performing arts, recognized by critics and peers as a professional with the ability to produce fine art.
- (d) *Arts in public places* means any artistically designed feature that is a display, performance, or demonstration in a city park, right-of-way, or in the interior or on the exterior of any city facility. Arts in public places shall include a feature that enhances the aesthetics of a city structure, bridge, streetscape or park.
- (e) *Arts on loan* means artwork provided to the city to display for a predetermined period, which must be returned to the lender or owner after the loan period has expired.
- (f) *Artist registry* means the collection of artists and artworks used as a resource for the arts, the arts activities, and for the Arts in Public Places Program selection process.
- (g) *Artwork or fine art* means all forms of original creations of visual art, which may be portable as well as permanent. Artwork or fine art includes, but is not limited to:
 - (1) Paintings of all media, including frescoes and murals;
 - (2) Sculptures of any form and in any material or combination of materials, including statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
 - (3) Inscriptions, stained glass, fiber works, carvings, mosaics, photographs, drawings, collages, textile works, and prints; and
 - (4) Artist-designed landscapes and earthworks, including the artistic placement of natural materials or other functional art objects.
- (h) *City manager* means the city manager of the City of Missouri City, Texas.

- (i) *Deaccessioning* means the removal, relocation, selling, auctioning, or trading of artwork owned by the city.
- (j) *Donation* means art or monies donated to the city from a private individual, institution, or other outside source.
- (k) *Permanent arts in public places* means any permanent visual artwork displayed in a city park, right-of-way, or the interior or exterior of any city facility.
- (l) *Project manager* means the city manager.
- (m) *Project or Art in public places project* means the processes of commissioning, acquiring, selecting or deaccessioning works of art on city property.
- (n) *Public arts collection* means all city owned or controlled fine art.

Section 17-3. Applicability.

(a) This chapter applies to all artwork constructed by, commissioned by, acquired by, loaned to, or donated to the city that is intended to be displayed, performed or demonstrated in a city park, right-of-way, or in the interior or on the exterior of any city facility for the purpose of public exhibition or use.

(b) This chapter does not apply to:

- (1) Artworks mass produced or created primarily for media, merchandising, advertising, or commercial purposes;
- (2) Artworks that are made by public or private school students as part of school curriculum or an approved extracurricular activity;
- (3) Performances held during the city’s annual events; or
- (4) Artworks that are otherwise recognized by the city council in an ordinance as being outside the scope of this chapter.

Section 17-4. Arts in Public Places Administrator.

The city manager shall designate an administrator of the Arts in Public Places Program to perform the functions described in this chapter. The administrator is responsible for maintaining an inventory of the city’s public art collection and serving as a liaison of the city to the Arts Commission.

Section 17-5. Arts Commission.

(a) *Creation.* The Arts Commission is hereby created. The Arts Commission shall be composed of nine (9) individuals appointed by the city council. Each individual shall be assigned a position and shall be designated, Commissioner Number 1 through

Commissioner Number 9, as applicable. The Arts Commission shall be composed of four (4) community representatives and five (5) art professionals. The five (5) art professionals shall consist of at least one (1) curator and two (2) design professionals. Each commissioner serves a term of two-years and, upon the termination of such term, shall become a holdover commissioner, unless reappointed by the city council. The members of the commission shall serve at the pleasure of the city council and shall be subject to removal or replacement by the city council at any time with or without cause. A vacancy on said commission shall be filled by the city council for the unexpired term of such position. The members of said commission shall serve without compensation. Arts Commission commissioners shall have no term limits. The terms of the odd-numbered positions shall expire on June 30 of every odd-numbered year. The terms of the even-numbered positions shall expire on June 30 of every even-numbered year.

(b) *Powers and duties.* The Arts Commission shall advise and make recommendations to the appropriate approving authority, regarding arts in public places. At the first meeting of the Arts Commission, the members shall select a chair and vice chair and shall adopt rules to govern their meetings. A chair and a vice chair shall be selected by the Arts Commission by August 1 every year thereafter.

(c) *Arts in Public Places Subcommittee.* The Arts Commission may appoint a subcommittee that may include members of the community and other professionals of the arts community for projects, subject to the advice of the administrator and the consent of the appropriate approving authority for the project. An Arts in Public Places subcommittee may develop the concept and budget for each project and implement the Arts in Public Places Program in a manner consistent with this chapter.

(d) *Arts in Public Places Master Plan.* The Arts Commission may approve a ten-year master plan of sites for arts in public places. The master plan shall identify current sites and future sites for arts in public places. The master plan shall include a list of pre-approved sites for the placement of artwork. These sites shall take into consideration the availability of water, electricity, security, and any additional infrastructure that may be necessary to support a specific piece of art.

(e) *Guidelines.* The Arts Commission, in consultation with the administrator, shall develop guidelines for the implementation of this chapter. The guidelines shall include methods to:

- (1) determine whether a project is appropriate for the display of art;
- (2) integrate art into a capital improvement project;
- (3) identify suitable artwork for a project;
- (4) competitively select artwork for display, performance or demonstration;
- (5) select and commission artists;
- (6) encourage the preservation of cultural artwork;

(7) facilitate the preservation of artwork and artifacts that may be displaced by a project; and

(8) administer this chapter.

ARTICLE II. - FUNDING.

Section 17-21. Funding.

A public art fund may be established and may be achieved through, but is not limited to, any of the following means:

(a) The city council may appropriate funds to select, acquire, and display art for the purposes set forth in this chapter.

(b) The city council may specify by ordinance that a percentage not to exceed one percent of the cost of a city capital infrastructure improvement project shall be used for fine arts projects at or near the site of the capital infrastructure improvement project, as established in V.T.C.A., Texas Government Code, § 444.029, as amended.

(1) Appropriations for fine art shall be a separate item in the capital improvement project's budget.

(2) This subsection (b) does not apply to a construction project with a construction budget that is less than \$250,000. If the city council determines that a capital improvement project is inappropriate for a display of art, the council shall transfer the appropriated funds to the Public Art Fund.

(c) The city council may accept artwork and monetary donations and gifts for the public art fund, as established in Section 17-22 of this chapter.

(d) Contributions, commissions, appropriations, and donations shall be deposited into the public art fund and allocated for use at appropriate public sites. This does not authorize the transfer of funds from one project to another if a legal restriction on the source of such funds prohibits the transfer.

Section 17-22. Donations and Art on Loan.

(a) The city will consider donations of artwork and gifts of money for deposit into the public art fund, if established, based on the circumstances and criteria outlined in this section. The city will consider accepting a donation or gift of money for deposit into the public art fund, if established, provided that the donation or gift of money is not from a foreign source.

(b) All donations and gifts, whether financial or artistic, that are accepted by the city will be used or displayed, as recommended by the Arts Commission and approved by the city council.

(c) The Arts Commission shall provide the city council with a status update and recommendation on accepted artwork if such artwork is not utilized because of a failure to allocate funds, publicly display or install the artwork within one year of acceptance.

(d) The city shall control the location and arrangement of all exhibitions, and reserves the right to reject any part of an exhibition or to change the manner of display of any exhibition.

(e) The Arts in Public Places Program shall not be construed to require the city to accept any donation, whether financial or artistic.

Section 17-23. Budget Estimates.

A city department head who prepares a budget, authorization request, or appropriation request for a project must:

- (a) consult with the administrator; and
- (b) must indicate the funding source as provided in Section 17-21.

ARTICLE III. - PROJECTS.

Section 17-31. Public Arts Project Development Criteria.

Artwork displayed, demonstrated or performed shall meet the following criteria:

(a) Artwork shall be of the highest aesthetic and enduring value created by an artist who has the necessary experience in working with arts committees and projects related to arts in public places and talent, as determined by peers in the field, to execute the accepted design;

(b) The relationship of artworks and sites shall be considered in terms of integration of arts and architecture with landscape, social dynamics, local character and surrounding suburban context;

(c) Sites selected for arts in public places shall be sufficiently accessible to the viewing public; and

(d) Artwork shall be designed with consideration of minimum maintenance and requirements and maximum resistance to vandalism.

Section 17-32. Project Review and Art Recommendation.

(a) Subject to the limitation of subsection 17-32(b), the administrator shall review a project and make recommendations to the Arts Commission regarding appropriations for art and placement of the art.

(b) The administrator shall not recommend proposed art that requires extraordinary operation or maintenance expenses without the prior approval of the director of the department responsible for the art after installation and the city manager.

(c) The Arts Commission shall review the final recommendation of the Arts in Public Places Committee and make a recommendation to the appropriate approving authority.

Section 17-33. Project Implementation and Documentation.

(a) Upon approval of the Arts Commission's recommendation, the appropriate approving authority shall contract with the artist(s) for services or for the purchase and installation of a specific artwork in a manner that is consistent with the city's purchasing policy. Arts in public places project contracts shall require the artist(s) to produce, deliver, and install a work of art for a guaranteed maximum cost and by a predetermined time. Depending on the nature of the project, performance by the artist may be contractually insured through phased payment for work completed or professional liability coverage. The administrator shall work with the artist to determine the appropriate budget for each project to ensure that all necessary costs are met, and the Arts Commission must approve the budget. In addition, the artist may be asked to make a presentation where the work is to be sited.

(b) Prior to the construction of artwork, the artist must obtain approval of the final design by both the administrator and the Arts Commission. In the case of an artist who has contracted with the city to produce specific artwork, approval of the design prior to the signing of that contract shall be considered sufficient. If, however, the design changes substantially from that which was initially approved, the artist must return to the Arts Commission for subsequent review. The administrator shall have full authority to determine what constitutes a substantial change in the design. In the case of a design team approach, it shall be the primary responsibility of the artist and the project manager to collaborate on the design of the artwork and its relationship with the site. The stage at which final approval of the design occurs will vary from project to project, and shall be specifically set out in the artist's contractual agreement with the City of Missouri City.

(c) All project consultants expressing interest in an eligible construction or renovation project shall be advised of the Arts in Public Places Program requirements and guidelines. The consultant selected and appropriate city representatives shall work closely with the administrator in the development of the artwork project and with the committee in the selection of the artist and artwork. The consultant shall incorporate the requirements of the artwork, if desired by the city, into the construction documents, including time of delivery and installation.

(d) On site activity in connection with the installation of artwork shall be handled by the artist, the administrator, and the appropriate city representatives within the departments having jurisdiction over the site.

(e) The administrator shall function as a liaison between the artist and the various city departments involved in the completion of each artwork project. In instances

where construction matters cannot be resolved between the artist and the department, the project manager shall have final authority.

(f) The administrator shall establish and maintain appropriate records on each project, which shall include the contract with the artist, records of the Art Commission's actions, and, if applicable, any subcommittee's actions, interdepartmental agreements, all billings made in connection with the project, and all correspondence related to the project. In addition, the administrator shall maintain records particular to the project to ensure adequate standards of documentation, registration, care, and installation of the artwork.

ARTICLE IV. - COMPLETED ARTWORK.

Section 17-41. Placement of Artwork.

(a) Artwork donated to or purchased by the city may be located within the interior or the exterior of public spaces.

(b) If approved, the city's Public Arts Master Plan shall not be a limiting factor in selecting locations not identified within the master plan.

(c) A donor of artwork may suggest to the city locations for the placement of such artwork. The Arts Commission will consider these suggestions, but is not required to recommend placement in a location recommended by a donor. The city is not required to locate art in a location recommended by the donor of such artwork.

Section 17-42. Identification of Artwork.

(a) Signage must include relevant information such as the name or theme of the artwork, the name of the artist(s), who the artwork is presented from, and the date the artwork was created and dedicated. Signage may also include a brief description of the art and to which department, such as the fire and rescue services department, the artwork was presented. The signage should not distract from the artwork.

Section 17-43. Maintenance of Works of Art.

(a) The Arts Commission shall make an annual review of the city's art collection for the purposes of a maintenance needs assessment. The Arts Commission, shall communicate those needs and the appropriate actions required to meet those needs to the various user departments.

(b) The artwork acquired through the Arts in Public Places Program become the property of the City of Missouri City and are held in trust by the user department. Therefore, the expenses associated with the routine maintenance and operation of each artwork shall be incurred by the user department and considered to be part of the routine maintenance of the facility. Routine maintenance shall be understood to include such things as the periodic cleaning of artwork and operational costs such as water, in the case of a fountain. Any substantive repair of the work, such as structural repair, shall be

considered to be an expense of the related Public Art Fund. No maintenance or repair work shall be performed by the user department without the prior written consent of the administrator. Additionally, unless the artwork becomes a hazard or nuisance in the opinion of the city manager, the user department shall not move any artwork from the site for which it was selected, nor remove it from display, without the prior written consent of the administrator and in conformance with any restrictions regarding the source of funds for that work of art and Section 17-21 of this chapter.

(c) So far as practical, in the event repair of the artwork is required, the city may give the creating artist the opportunity to do that work for a reasonable fee, provided that the cost of the work is \$50,000 or less. Disputes concerning what constitutes a reasonable fee shall be determined by a panel of three visual art professionals, to be appointed by the Arts Commission, with knowledge of curatorial concerns. If the artist declines to perform the needed repairs for such a fee, the City may solicit bids from qualified conservators and award a contract to the conservator in accordance with the city's purchasing policies.

Section 17-44. Deaccession of Artwork

Upon recommendation of the Arts Commission, the city council may consider any of the following courses of action to deaccession of artworks:

(a) Sell or trade the artwork for fair market value in accordance with the city charter, city ordinances, state law, other laws, and applicable agreements;

(b) Remove the artwork from display and store the artwork;
or

(c) Remove the artwork from display and dispose of the artwork in accordance with the city charter, city ordinances, state law, other laws, and applicable agreements.”

Section 3. Notwithstanding any other section or provision of this Ordinance, a commissioner appointed to an odd-numbered position of the Arts Commission in 2020 shall serve a one-year term. A commissioner appointed to an odd-numbered position of the Arts Commission in 2021 and thereafter shall serve a two-year term as set forth in Section 2 of this Ordinance.

Section 4. *Repeal.* That 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 5. *Penalty.* That 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 6. *Severability.* That 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



FINANCE AND SERVICES COMMITTEE AGENDA ITEM COVER MEMO

May 18, 2020

To: Mayor and City Council
Agenda Item: 10(d) Consider an ordinance amending the FY 2020 Adopted Budget
Submitted by: Bertha P. Alexander, Budget & Financial Reporting Manager

SYNOPSIS

Consider an ordinance amending the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020; transferring various appropriations among accounts; appropriating supplemental revenue to various fund accounts; authorizing the appropriate city officials to take steps necessary to accomplish such transfers making certain findings; containing certain provisions relating to the subject; and consider the ordinance on the first and final reading.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City

BACKGROUND

In accordance with Article IX, Section 9.04 of the City of Missouri City Charter, upon request by the City Manager, the Council may by ordinance transfer part or all of any unencumbered balance from one department, office or agency to another.

The purpose of this amendment is to revise appropriations in various line items and funds and provide supplemental revenue to various funds in accordance with the attached Exhibit A for the fiscal year 2020 Adopted Budget. The details and purposes are outlined in the Exhibit A.

BUDGET ANALYSIS

See Exhibit A-Budget Amendment Details

Purchasing Review: N/A
Financial/Budget Review: Allena J Portis, Director of Financial Services

SUPPORTING MATERIALS

1. Budget Amendment Ordinance
2. Exhibit A – Budget Amendment Details

STAFF'S RECOMMENDATION

Staff recommends approval of the FY 2020 budget amendment as presented.

Director Approval: Allena J Portis, Director of Financial Services

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

ORDINANCE NO. O-20-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING THE GENERAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; TRANSFERRING VARIOUS APPROPRIATIONS AMONG ACCOUNTS; APPROPRIATING SUPPLEMENTAL REVENUE TO VARIOUS FUND ACCOUNTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE STEPS NECESSARY TO ACCOMPLISH SUCH TRANSFERS; MAKING CERTAIN FINDINGS; AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. O-19-22, passed and approved on September 16, 2019, the City Council of the City of Missouri City (the "City Council") approved and adopted the City of Missouri City, Texas, General Budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020 ("Fiscal Year 2020"); and

WHEREAS, Article IX, Section 9.04 of the City Charter authorizes the City Council, upon written request by the City Manager, to transfer by Ordinance all or part of any unencumbered appropriations balance from one department, office, or agency to another; and

WHEREAS, Article IX, Section 9.04 of the Charter authorizes the City Council, upon certification by the City Manager, to appropriate by Ordinance all or part of any unencumbered supplemental appropriations balance to one or more fund accounts, including capital improvement projects fund accounts; and

WHEREAS, the City Manager has certified that certain unencumbered appropriations and supplemental appropriations are available and has requested that such unencumbered appropriations be transferred to various other accounts and that such supplemental revenues be appropriated to various fund accounts; and

WHEREAS, it is the desire of City Council to comply with the requests of the City Manager; 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. The General Budget of the City of Missouri City, Texas, for Fiscal Year 2020 be, and is hereby, amended as set forth in Exhibit "A," budget transfers, which are attached hereto and incorporated herein by reference.

Section 3. The appropriate officials are hereby authorized and directed to take those steps necessary to accomplish such transfers and to cause the same to be duly reflected in the records of the City.

PASSED, APPROVED and ADOPTED on first and final reading this 18th day of May 2020.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

Exhibit A-Budget Amendment Details - May 18, 2020

Line Item	Funding Source	Account Number	Account Number Description	FY 2020 Original/Revised Budget	FY 2020 Proposed Budget Amendment	FY 2020 Amended Budget	Purpose/Description
1	Parkland Zone 10	280-48411-01-001-	Parkland Revenue	-	(187,500)	(187,500)	Establish revenue budget for Park Land Dedication revenue funds in Park Zone 10
2	Parkland Zone 10	280-39200-01-001-	Budgetary FB Unreserved	-	187,500	187,500	
3	Drainage Impact Fee Fund	407-48890-01-001	Impact Fee Revenue	-	(10,000)	(10,000)	Establish revenue budget for Impact fee.
4	Drainage Impact Fee Fund	407-39200-00-000-	Budgetary FB Unreserved	-	10,000	10,000	
5	2018 GO Fund	410-58400-40-407-40028	Building & Building Improvements	945,875	(72,000)	873,875	This adjustment is due to a shift of \$72,000 from the public safety bond authorization to the fire station project (40030) which had \$72,000 available in the fire station authorization. The project budget for the Fire Station project 40030 should be \$100,000 – funded \$28,000 from the 2019 Bond issue and \$72,000 from the 2018 bond issue. Net Impact to 2018 GO (General Obligation) Fund is Zero.
6	2018 GO Fund	410-54023-14-404-40030	Building Repairs	-	72,000	72,000	
7	2019 GO Fund	411-48806-01-001-	Bond Proceeds GO Refunding	-	(4,435,000)	(4,435,000)	Establish revenue budget for 2010A GO Bonds Refunded
8	2019 GO Fund	411-48810-01-001-	Bond Premiums	(188,924)	(1,509,141)	(1,698,065)	Increase revenue budget for Bond Premiums
9	2019 GO Fund	411-57300-10-411-	Payment to Refund Escrow	-	5,171,681	5,171,681	Establish expense budget for payment to refund escrow
10	2019 GO Fund	411-57300-10-411-	Budgetary FB Unreserved	-	772,460	772,460	Adjustments to fund balance for Fund 411-GO Bonds.
11	Steepbank/Flatbank WWTP	506-54101-50-506-	Equipment Maint/Repair	96,800	212,000	308,800	Repairs and maintenance at the Steepbank/Flatbank Wastewater treatment plant.
12	Steepbank/Flatbank WWTP	506-39200-00-000-	Budgetary FB Unreserved	-	(212,000)	(212,000)	
13	Surface Water Construction	542-53005-54-542-	Professional Services	105	1,364	1,469	To cover the annual cost of financial report and disclosure.
14	Surface Water Construction	542-39200-00-000-	Budgetary FB Unreserved	-	(1,364)	(1,364)	



**Council Agenda Item
May 18, 2020**

11. **RESOLUTIONS** – *There are no Resolutions on this agenda.*
 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**
-